

Century Carloading Company

Handles shipments from New York to Buffalo, N.Y.
Claims on this traffic should be referred to D.F.C.A. at Buffalo
for approval.

C&M Forwarding Company

Consolidate and load shipments on our team track in
Rochester, N.Y. for Chicago, Ill. and New York, N.Y. All claims
should be referred to D.F.C.A. at Rochester, N.Y. for adjustment
after investigation has been completed.

Detroit Shippers Coop. Assn.
Detroit, Mich.

Receive consolidated cars from Funk Hauling, Philadelphia
Pa. routed via EGG-Bethlehem-L.V.-Suspension Bridge and NYC.
The loading is done by the Reading Company and the unloading by
the Detroit Shippers Association.

Detroit Shippers Coop. Assn. occupy space in our
Winchester Ave., Station, Chicago, Ill. All loading is performed
by our forces in Chicago and the unloading is done by the
Detroit Coop. Assn. in Detroit, Michigan.

Empire State Shippers

Use our facilities at Buffalo, N.Y. Our forces load
these shipments for North Platte, Nebraska, Mahoney Transfer,
Mo. and Harve, Mont. No veri-check is made by us.

All claims should be sent to D.F.C.A. at Buffalo for
approval when investigation complete.

Flexi-Van Operation

See Departmental Advice S-119

Freight Service Centers

See Departmental Advice S-120

FORWARDING COMPANIESFidelity Consolidators "Colod" Cars

Prior to April 3, 1961, are loaded by railroad employees at St. Johns Park, N.Y. for the following destinations:

<u>Destination</u>	<u>Consigned to</u>
Brighton, Mass. Route NYC all the way	Fay Transportation Company Unloaded by Fay Transp. Co.
Detroit, Michigan Route NYC (straight)	K.G. Service Unloaded by K.G. Service for account of consignee.

The following are solid cars of F. W. Woolworth shipments consolidated by Fidelity and loaded by our forces at St. Johns Park for:

Boston, Mass. Route NYC-Boston-NYNH&H	Allen Distributing Co. unloaded by distributor for account of consignee
Chicago, Illinois Route NYC-IHB	F. W. Woolworth Warehouse Unloaded by Woolworth, 4801 So. Lawndale Ave.

Shortages of entire packages over \$20.00 must be supported with proof of carrier's receipt at New York (original or photo copy of shipping order). Origin record not required unless shipping order shows some exceptions. FCA-87-A should be sent to destination store except Kresge when FCA-87-A should be sent to their main office in Detroit.

Copies of exception reports are received by our D.F.C.A. Detroit on all shipments unloaded by the K.G. Service, Detroit, Mich. as well as by the Fay Transportation at Boston.

All Fidelity Consolidators shipments which were loaded by carrier forces at St. Johns Park Station prior to April 3, 1961 should be paid in full if liability is established.

Since April 3, 1961 the Fidelity Consolidators load their own cars at our 60th St. Station, New York. Therefore, as these cars are unloaded by the consignees at destinations, the carriers will not be liable for loss of entire packages when cars travel under clear seal protection.

Forwarding Companies

The block "B/L Description" on work sheet should carry the word "Forwarders" instead of the commodity involved.

Fidelity Consolidators "Colod" Cars

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Detroit, Michigan Route NYC (straight)	K.G. Service Unloaded by K.G. Service for account of consignee.

The following are solid cars of F. W. Woolworth shipments consolidated by Fidelity and loaded by our forces at St. Johns Park for:

Boston, Mass. Route NYC-Boston-NYNH&H	Allen Distributing Co. unloaded by distributor for account of consignee
Chicago, Illinois Route NYC-IMB	F. W. Woolworth Warehouse Unloaded by Woolworth, 4801 So. Lawndale Ave.

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Copies of exception reports are received by our D.F.C.A. Detroit on all shipments unloaded by the K.G. Service Detroit, Mich. as well as by the Fay Transportation at Boston.

Forwarding Companies

The block "B/L Description" on work sheet should carry the word "Forwarders" instead of the commodity involved.

Freight Charges

We received a ruling from our General Attorney to the effect that it would be illegal for us to pay forwarders or consolidators more than the carload rate assessed on claims for loss or damage when freight charges are properly refunded.

Our present arrangement with the Universal Carloading and Distributing Co. of allowing 50% of their L.C.L. rate should not be disturbed.

FORWARDING COMPANIESFreight Charges

We received a ruling from our General Attorney to the effect that it would be illegal for us to pay forwarders or consolidators more than the car-load rate assessed on claims for loss or damage when freight charges are properly refunded.

Our present arrangement with the Universal Carloading & Distributing Co. of allowing 50% of their L.C.L. rate should not be disturbed.

International Forwarding Co.

Origin Agent requires original or photo copy of shipping order, in order to locate record of receipt and forwarding. Request this document from International Forwarding Company.

Merchants Shippers Association

Should be addressed to their San Francisco Office but mailed to -

Merchants Shippers Association
11 Park Place
New York, N.Y.

Modern Shipping Service

Is an affiliate of the Universal Carloading and Distributing Co. and do their own loading at their terminal, 650 West 36th Street, New York for Chicago, Illinois.

Springmeier Shipping Company

Consolidate and load shipments in box cars and in Flexi-Vans at the Illinois Terminal Freight House in St. Louis, Missouri for East Syracuse, Buffalo, Rochester, Albany and Springfield. They also do the unloading at these points.

Springmeier pay the sub-consignee before entering claim against the carrier. We hold a blanket bond of indemnity from them in lieu of original Bill of Lading and Freight Bill.

Texas Freight Company

Has authorized us to reduce freight charges on all claims by 50% of amount shown.

U. S. Packing and Shipping Co.

Use our facilities at 30th Street, New York for pool car service to the following consignees:

- #1. El Paso Shippers Association
El Paso, Texas
Route NYC-St. Louis-Mo.Pac.-T&P

International Forwarding Co.

Origin Agent requires original or photo copy of shipping order, in order to locate record of receipt and forwarding. Request this document from International Forwarding Company.

Merchants Shippers Association

Should be addressed to their San Francisco Office but mailed to -

Merchants Shippers Association
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Springmeier Shipping Company

Consolidate and load shipments in box cars and in Flexi-Vans at the Illinois Terminal Freight House in St. Louis Missouri for East Syracuse, Buffalo, Rochester, Albany and Springfield. They also do the unloading at these points.

Springmeier pay the sub-consignee before entering claim against the carrier. We hold a blanket bond of indemnity from them in lieu of original Bill of Lading and Freight Bill.

Texas Freight Company

Has authorized us to reduce freight charges on all claims by 50% of amount shown.

U. S. Packing and Shipping Co.

Use our facilities at 30th Street, New York for pool car service to the following consignees:

- #1. El Paso Shippers Association
El Paso, Texas
Route NYC-St. Louis-Mo.Pac.-T&P
- #2. Toledo Maumee Valley Shippers Association
c/o Frank Cartage Co.
Toledo, Ohio
Route NYC (straight)
- *3. Mid-West Pool Car Association
Denver, Colo.
Route NYC-Englewood-CB&Q-Burham-DRGW

U. S. Packing and Shipping Co. (Continued)

- #2. Toledo Maumee Valley Shippers Association
c/o Frank Cartage Co.
Toledo, Ohio
Route NYC (straight)
- *3. Mid-West Pool Car Association
Daurax, Colo.
Route NYC-Englewood-CB&Q-Burham-DRGW
- *4. Detroit Shippers Cooperative Association
c/o E. Ferguson Cartage Co.
Detroit, Michigan
Route NYC (straight)
- *5. M & M Receivers
Cleveland, Ohio
Route NYC (straight)
- *6. M & M Receivers
Erie, Pa.
Route NYC (straight)

Cars unloaded by carrier

* Cars unloaded by consignee

All shipments are routed by the U.S. Packing and Shipping Co. and are loaded by NYC employees according to those instructions, therefore, each claim should be supported with the original shipping order which will bear the "spot number", and evidence of receipt by us. Form FCA-87-A should be obtained from the sub-consignee to support claims for loss of entire package.

If claim for loss over \$100.00, send letter to shipper asking whether or not the shortage was received from any source.

Any claim for back haul charges due to mis-loading, should be referred to D.F.C.A., New York to determine if error made by U.S. Packing and Shipping, in showing correct spot number or NYC error in loading.

Claims are presented against the carriers by the consignees in Denver, Detroit, Cleveland, Erie and El Paso and by the sub-consignee in Toledo.

We hold blanket assignments from the Toledo Maumee Shippers Association, Toledo, Ohio authorizing us to pay the sub-consignee.

Arrangements have been made to send D.F.C.A., 466 Lexington Ave., New York, copies of all destination exception reports.

All claims for shortage of entire packages, exceeding \$75.00 on this traffic should be referred to D.F.C.A. in New York before payment. He will advise if the shortage in question checked over at any of the above destinations.

U.S. Packing and Shipping Co. (Cont.)

- *4. Detroit Shippers Cooperative Association
c/o E. Ferguson Cartage Co.
Detroit, Michigan
Route NYC (straight)

- *5. M & M Receivers
Cleveland, Ohio
Route NYC (straight)

- *6. M & M Receivers
Erie, Pa.
Route NYC (straight)

Cars unloaded by carrier

* Cars unloaded by consignee

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If claim for loss over \$100.00, send letter to shipper asking whether or not the shortage was received from any source.

Any claim for back haul charges due to mis-loading, should be referred to D.F.C.A., New York to determine if error made by U.S. Packing and Shipping, in showing correct spot number or NYC error in loading.

Claims are presented against the carriers by the consignees in Denver, Detroit, Cleveland, Erie, and El Paso and by the sub-consignee in Toledo.

We hold blanket assignments from the Toledo Maumee Shippers Association, Toledo, Ohio authorizing us to pay the sub-consignee.

Arrangements have been made to send D.F.C.A., 466 Lexington Ave., New York, copies of all destination exception reports.

All claims for shortage of entire packages, exceeding \$75.00 on this traffic should be referred to D.F.C.A. in New York before payment. He will advise if the shortage in question checked over at any of the above destinations.

U. S. Packing and Shipping Co. (Continued)

Claims for loss of entire packages shipped by the U. S. Packing & Shipping Co. from our 30th St. Platform, New York, consigned to the following should be adjusted on a 50% basis.

Mid West Pool Car Association - Denver, Colo.
 Detroit Shippers Cooperative Association - Detroit, Mich.
 M & M Receivers - Cleveland, O.
 M & M Receivers - Erie, Pa.

All such claims should be handed to Mr. H. J. Laehy.

This procedure should apply to shipments moving after December 5th only.

Western Carloading Company

Back haul charges due to error in loading. It has been agreed that we will pay 50% on all items, \$4.00 and under without being supported by the shipping order, while items in excess of this amount will be supported with a photo copy of shipping order, and that such items will be adjusted on their merits.

The Western Carloading Co. place loading instructions or spot number on the Shipping Order, and we load according to those instructions. Claims for loss of shipment or for misloading should be referred to D.F.C.A. (either New York or Boston) to determine if error of the Western Carloading Co. in showing correct spot or if error on NYC Railroad in loading.

Western Freight Association

All rail movement Los Angeles, Calif. to New York. Loaded by shipper at origin. Handle same as claims from Universal Carloading and Distributing. Compromise settlements may be arranged between our D.F.C.A. New York and the Universal.

Western Transportation Company

(No connection with Western Carloading Co.)

Shipments are received and handled at St. Johns Park in same manner as Universal Carloading and Distributing Co. shipments. Universal's receiving clerk receipts for same using Western Transportation Co. receiving stamp. They are co-loaded in Universal's cars by railroad personnel and Universal holds carriers bill of lading receipt for entire car. Claims on such shipments should be settlement on same basis as those of Universal Carloading and Distributing Company.

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Back haul charges due to error in loading. It has been agreed that we will pay 50% on all items, \$4.00 and under without being supported by the shipping order, while items in excess of this amount will be supported with a photo copy of shipping order, and that such items will be adjusted on their merits.

The Western Carloading Co. place loading instructions or spot number on the Shipping Order, and we load according to those instructions. Claims for loss of shipment or for mis-loading should be referred to D.F.C.A. (either New York or Boston) to determine if error of the Western Carloading Co. in showing correct spot or if error on NYC Railroad in loading.

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All rail movement Los Angeles, Calif. to New York. Loaded by shipper at origin. Handle same as claims from Universal Carloading and Distributing. Compromise settlements may be arranged between our D.F.C.A. New York and the Universal.

Western Transportation Company

(No connection with Western Carloading Co.)

Shipments are received and handled at St. Johns Park in same manner as Universal Carloading and Distributing Co. shipments. Universal's receiving clerk receipts for same using Western Transportation Co. receiving stamp. They are co-loaded in Universal's cars by railroad personnel and Universal holds carriers bill of lading receipt for entire car. Claims on such shipments should be settlement on same basis as those of Universal Carloading and Distributing Company.

Universal Carloading & Distributing Co.

The Universal Carloading & Distributing Company at 36th Street Platform use their own labor for loading freight into and from their trailers. Where freight is to be loaded into cars,, the UCD force bring the freight to the tail of the trailer or truck where it is checked by our receiving clerk and loaded in the car by our labor.

UCD freight, which arrives in trailers intended for local delivery or for forwarding to other UCD stations at New York, is handled entirely by UCD checkers and labor.

G.F.C.A., Universal C/L & Dist. Co. has agreed that it will be proper for us to cut freight charges in half when included on their claims at LCL rate. If any question is raised by Universal offices from whom claims are received, we should inform them that this has approval.

Universal Carloading & Distributing Co.

The Universal Carloading & Distributing Company at 36th Street Platform use their own labor for loading freight into and from their trailers. Where freight is to be loaded into cars, the UCD force bring the freight to the rail of the trailer or truck where it is checked by our receiving clerk and loaded in the car by our labor.

UCD freight, which arrives in trailers intended for local delivery or for forwarding to other UCD stations at New York, is handled entirely by UCD checkers and labor.

G.F.C.A., Universal C/L & Dist. Co. has agreed that it will be proper for us to cut freight charges in half when included on their claims at LCL rate. If any question is raised by Universal offices from whom claims are received, we should inform them that this has approval.

For Universal and Railroad loading, see list Pages # 74, 75 and 76.

Effective September 1, 1954, the Universal has placed in use the veri-check loading ballot on all box cars loaded by Universal forces. We have made an agreement with their D.F.C.A. to pay 50% for losses of entire packages on cars which the Universal loads and carriers unload provided the Universal can furnish a copy of the loading ballot. This is covered in Rule 4½ (b) of agreement with Universal included in Supplement No. 3 to Departmental Advice 6-30. If the loading ballot cannot be produced in these cases by the Universal, the latter will withdraw any claims for losses of entire packages.

We have likewise agreed on cars loaded by our forces at 36th Street and St. Johns Park, New York; Kneeland Street, Boston; and E. St. Louis, that we will produce the loading ballot on claims for shortages of entire packages in order to effect a compromise settlement under the various rules of our agreement with Universal. In the event we cannot produce the loading ballot, at the above points, we have agreed to pay claims for shortages of entire packages on a 100% basis.

Every claim for shortage will be supported by the original tally showing check-out from car. We should insist on this document before approving claims for payment.

Universal salvage is now being sold by us at all points on our line. When applying salvage to Universal claims involving foreign lines, or where a compromise settlement is made under the terms of our agreement, 15% should be deducted from gross salvage, subject, of course, to maximum deduction of \$150.00.

Universal Carloading & Distributing Co. (Cont.)

For Universal and Railroad loading, see list
Pages # 74, 75 and 76.

Effective September 1, 1954, the Universal has placed in use the veri-check loading ballot on all box cars loaded by Universal forces. We have made an agreement with their D.F.C.A. to pay 50% for losses of entire packages on cars which the Universal loads and carriers unload provided the Universal can furnish a copy of the loading ballot. This is covered in Rule 4½ (b) of agreement with Universal included in Supplement No. 3 to Departmental Advice S-80. If the loading ballot cannot be produced in these cases by the Universal, the latter will withdraw any claims for losses of entire packages.

We have likewise agreed on cars loaded by our forces at 36th Street and St. Johns Park, New York; Kneeland Street, Boston; and E. St. Louis, that we will produce the loading ballot on claims for shortages of entire packages in order to effect a compromise settlement under the various rules of our agreement with Universal. In the event we cannot produce the loading ballot, at the above points, we have agreed to pay claims for shortages of entire packages on a 100% basis.

Every claim for shortage will be supported by the original tally showing check-out from car. We should insist on this document before approving claims for payment.

Universal salvage is now being sold by us at all points on our line. When applying salvage to Universal claims involving foreign lines, or where a compromise settlement is made under the terms of our agreement, 15% should be deducted from gross salvage, subject, of course, to maximum deduction of \$150.00.

NEW YORK CENTRAL SYSTEM

FREIGHT CLAIM DEPT.

BUFFALO, N.Y.

November 21, 1961 g:w

MAIL TO:

Toledo

MENT NO. 4

Manual For Handling Of

Freight Claims

May 2, 1960

R. J. Tiffany,
F.C.A.

M-69

revisions on attached pages;
remove the old and insert new revised pages in your
Manual.

Page 70 - Universal Carloading & Distributing Co.
Supplement 21
Departmental Advice S-80

Page 71 - "

Page 72 - "

R. J. Tiffany

Buffalo, N.Y. November 21, 1961 t:l

Universal Carloading & Distributing Co.

SUPPLEMENT NO. 21 TO DEPARTMENTAL ADVICE S-80
UNIVERSAL CARLOADING & DISTRIBUTING COMPANY CLAIMS
(Cancelling Supplements Nos. 3, 5, 7, 8, 11, 14 and 17)

Effective April 3, 1961, the Universal Carloading & Distributing Co. moved their operation from our St. Johns Park Station (since closed) to 60th Street Station. Universal forces load and unload cars at 60th Street, the entire operation being under the direction of Universal supervision.

The following Agreement has been signed with Universal to apply on shipments moving on and after April 3, 1961. This Agreement in no way changes the provisions of Supplements 18 and 19 covering Agreement for settling claims on Flexi-Van shipments.

RAIL CARRIER PAYS

1. VISIBLE DAMAGE (Note 1)

- | | |
|--|------------|
| (a) Shipments loaded without exceptions (Note 2) and damage noted when unloaded from car. | 100% |
| (b) Where Universal forces unload without exceptions and visible damage found at time of delivery to truckman. | No Payment |

2. CONCEALED DAMAGE

- | | |
|--|------|
| (a) Rail carrier loads and unloads when only local truck move involved. | 100% |
| (b) Universal loads, rail carrier unloads. | 100% |
| (c) Rail carrier loads, Universal unloads | 100% |
| (d) Universal loads and unloads | 100% |
| (e) Shipments handled in over-the-road truck hauls, rail carriers will pay on the basis of its mileage proportion. | |

3. CONCEALED LOSS

- | | |
|---|------------|
| (a) Rail carrier loads and unloads | 100% |
| (b) Rail carrier loads, Universal unloads | 50% |
| (c) Universal loads, carrier unloads | 50% |
| (d) Universal loads and unloads | No Payment |

RAIL CARRIER PAYS

- (e) Universal has over-the-road truck haul, rail carrier loads and Universal unloads; or Universal loads and carrier unloads. 33-1/3%
- (f) If Universal has over-the-road truck haul and rail carrier loads and unloads. 66-2/3%
4. VISIBLE LOSS FROM PACKAGE
- (a) If loaded in car by railroad without exceptions and loss discovered and recorded at time of unloading by carrier or Universal forces. 100%
- (b) If loaded in car by Universal without exceptions and loss noted by carrier at time of unloading. 50%
- (c) If loaded and unloaded by Universal and car handled under perfect seal security. No Payment
5. LOSS OF ENTIRE PACKAGE
- (a) Car loaded by railroad, unloaded by Universal, or loaded by Universal and unloaded by railroad, and handled under perfect seal security, freight checking short from car. 50%
(If freight checked short at transfer point, this rule applies to movement to transfer point. If freight checks O.K. at transfer point, rule is applicable to movement from transfer point to destination.)
- (b) Car loaded by Universal, entered by railroad at trans-loading point for transferring freight other than that on which claim is presented, car unloaded at final destination by Universal and freight checked short from car at final destination. 33-1/3%
- (c) Car loaded by railroad and entered by railroad at trans-loading point for transferring freight other than that on which claim is presented, car unloaded at final destination by Universal and freight checks short from car at final destination. 66-2/3%
(5(b) and (c) are applicable where through billed car is stopped in transit to remove part of load and complete loading, and freight claimed short is not checked or transferred at such transfer point.)
- (d) Car loaded and unloaded by Universal and handled under perfect seal security. No Payment
- (e) Car loaded and unloaded by railroad and freight checking short from car. 100%

NOTE 1. Universal will support claims with evidence that shipments were received at origin point without exceptions.

NOTE 2. Notation reading "rattling", "creased", or "crushed" will be classified as visible damages when same number of packages are found to contain damaged contents after delivery to consignee. It is understood that damage must be reported within fifteen days from date of delivery to consignee and will be verified by inspection.

Above Agreement subject to change upon 30 days notice of either party.

While we have agreed to the elimination of the 15-day notification on concealed loss and damage claims, the Universal representatives have been told that valid reasons will have to be advanced for failure of their customers to report these exceptions within this period. The Universal has agreed to continue to resist as far as possible claims of this type from their customers when notification is not received within the 15-day period.

R.J. Tiffany

New York, March 24, 1948

Universal C/L & D. Company
Force: Departmental Advices

SUPPLEMENT 3 TO DEPARTMENT ADVICE S-80
(Cancelling Original Advice except that form Rule 4 will apply
to claims received prior to March 10, 1948.
UNIVERSAL CARLOADING & DISTRIBUTING COMPANY CLAIMS.

The following basis of settlement of claims of the Universal Carloading and Distributing Company includes changes covered by Departmental letter of March 10, 1948, i.e., amended Rule 4 and new Rule 4½:

1. This understanding will apply to unsettled claims except as follows:

Claims wherein Universal or carrier against which claim was presented was advised prior to October 1, 1946 of our position under previous practices or arrangements.

Claims against other carriers with whom a different basis of settlement governs.

Claims where in the record of know facts establish a different degree of liability.

RULE 4 AS IT READS IN ORIGINAL DEPARTMENTAL ADVICE S-80 WILL APPLY TO CLAIMS RECEIVED PRIOR TO MARCH 10, 1948. RULES 4 AND 4½ AS SHOWN BELOW WILL APPLY TO CLAIMS RECEIVED FROM UNIVERSAL CARLOADING AND DISTRIBUTING CO. ON OR AFTER MARCH 10, 1948.

CARRIER PAYS

2. Visible damage, where shipment is loaded without exception or exception is noted and recorded at time of unloading from car. 100%
3. Concealed damage (Note 2):
- | | |
|---|------|
| (a) Rail carrier loads and unloads | 100% |
| (b) Universal loads or unloads | 75% |
| (c) Universal loads and unloads | 50% |
| (d) If Universal has over-the-road truck haul, rail carrier pays its mileage proportion. | |
| (e) If transported on more than one bill of lading without exception or inspection of contents at intermediate points and both rail carrier and Universal performed loading or unloading, terminal or intermediate. | 75% |

CARRIER PAYS

- 4. Visible loss from package: (Note 1)
 - (a) If loaded in car by railroad without exception noted and recorded on unloading by carrier or Universal. 100%
 - (b) If loaded in car by Universal without exception and exception noted by carrier on unloading. 50%
 - (c) If loaded in car and unloaded from car by Universal under perfect seal record, no payment.

- 4½. Loss of entire package (Note 1)
 - (a) Loss of entire package before delivery to Universal after unloaded at St. Johns Park or 36th St., New York. 100%
 - (b) Car loaded by railroad, unloaded by Universal, or loaded by Universal, unloaded by railroad, handled by railroad under clear seal record, and freight checks short from car. 50%
(If freight checks short at transfer point, this rule applies to movement to transfer point. If freight checks O.K. at transfer point, rule is applicable to movement from transfer point to destination).
 - (c) Car loaded by Universal, is entered by railroad at trans-loading point for transferring freight, other than that on which claim is presented, car is unloaded by Universal at destination and freight checks short from car at destination. 33-1/3%
 - (d) Car loaded by railroad, is entered by railroad at trans-loading point for transferring freight other than that on which claim is presented, car is unloaded by Universal at destination and freight checks short from car at destination. 66-2/3%
(4½ (c) and (d) are applicable where through billed car is stopped in transit to remove part of load or complete loading, and freight claimed short is not checked or transferred at such transfer point).

CARRIER PAYS

- 5. Concealed Loss (Note 2)
 - (a) Rail carrier loads and unloads 100%
 - (b) Railroad carrier loads, Universal unloads. 75%
 - (c) Universal loads, carrier unloads 25%
 - (d) Universal loads and unloads, no payment.
 - (e) If Universal has over-the-road truck haul and rail carrier loads. 50%
 - (f) On shipments moving from or through New York City without exception being recorded, if container bears NYC sealing tape. 100%

- 6. Losses recorded at CB&Q House 5, Chicago, Illinois:
 - (a) Loaded by rail carrier, short from car. 100%
 - (b) Loaded by Universal, short under loading seals, no payment.
 - (c) Short from House, no payment.

NOTE 1: Rule 4 as it reads in original Departmental Advice S-80, will apply to claims received prior to March 10, 1948. Rule 4 and 4½ as shown above will apply to claims received on or after March 10, 1948.

NOTE 2: To qualify as a valid claim consignee should be required to report exception within 15 days after delivery by Universal.

As shown in Rule 1, this understanding will not apply to claims where the record or known facts establish a different degree of liability, and if in your opinion the understanding proves to be iniquitable from our point of view, I will be glad to hear from you.

C. J. CONKLIN

Buffalo, N.Y., March 4, 1957 t:b

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Universal Carloading & Dist. Co.
Force: Departmental Advices

SUPPLEMENT NO. 17 TO DEPARTMENTAL ADVICE S-80

UNIVERSAL CARLOADING & DIST. COMPANY CLAIMS
Cancelling Supplement No. 15 to Departmental Advice S-80

Effective at once, the absorption plan with the Universal Carloading & Dist. Co. is amended as follows.

1. The Universal Carloading & Dist. Co. will not present to the New York Central Railroad Co., or request payment of any claim for loss and/or damage to freight shipments, where the presented amount, or amount due Universal's customer is \$4.00 or less. Where terms of agreement between the Universal and New York Central provide for payment by the NYC of less than 100% of the presented amount, the NYC will honor such claims for less than \$4.00, provided amount properly due Universal's customer exceeds \$4.00.
2. On claims where amounts properly payable to the Universal's customers are in excess of \$4.00, the New York Central will pay the truck line proportion, when such proportion is \$4.00 or less. This applies on over-the-road truck hauls at either origin or destination. An over-the-road haul is any movement in excess of ten (10) miles from the rail origin or rail destination.
3. It is understood that the above provisions will apply when the New York Central is the destination rail line haul carrier and also when other railroads may be involved in the movement of shipments, subject of claims.

Until further notice, will you please report to me each month the total number of claims involved and total amount absorbed by us under this plan.

Geo. Coates

UNIVERSAL CARLOADING AND DISTRIBUTING CO.
OPERATION ON THE NEW YORK CENTRAL SYSTEM

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	<u>LOADING</u>	<u>UNLOADING</u>
Albany, N.Y.	Univ. C/L	Univ. C/L
Boston, Mass.	Carriers	Carriers
Buffalo, N.Y.	Univ. C/L	Univ. C/L
Chicago, Ill. CB&Q House #10	Carriers	Carriers
Cincinnati, Ohio	Univ. C/L	Univ. C/L
Cleveland, Ohio	Univ. C/L	Univ. C/L
Evansville, Ind.	Univ. C/L	Univ. C/L
Columbus, Ohio	Univ. C/L	Univ. C/L
Dayton, Ohio	Univ. C/L	Univ. C/L
Detroit, Mich.	Univ. C/L	Univ. C/L
E. St. Louis, Ill.	Carriers	Carriers
Erie, Pa.	Univ. C/L	Univ. C/L
Ft. Wayne, Ind.	Univ. C/L	Univ. C/L
Grand Rapids, Mich.	Univ. C/L	Univ. C/L
Indianapolis, Ind.	Univ. C/L	Univ. C/L
Kalamazoo, Michigan	Univ. C/L	Univ. C/L
Louisville, Ky.	Univ. C/L	Univ. C/L
Muncie, Ind.	Univ. C/L	Univ. C/L
New York St. Johns Park	Carriers	Carriers
36th Street	Carriers	
Rochester, N.Y.	Univ. C/ L	Univ. C/L
Springfield, Mass.	Univ. C/L	Univ. C/L
South Bend, Ind.	Univ. C/L	Univ. C/L
Syracuse, N.Y.	Univ. C/L	Univ. C/L
Toledo, Ohio	Univ. C/L	Univ. C/L
Worcester, Mass.	Univ. C/L	Univ. C/L

UNIVERSAL LOADING AND UNLOADING POINTS - OFF-LINE

<u>City</u>	<u>Carrier</u>	<u>Load</u>	<u>Unload</u>
Atlanta, Ga.		Univ.	
Baltimore, Md.		Univ.	
Battle Creek, Mich.			Univ.
Bridgeport, Conn.		Univ.	
Beaumont, Texas	M.P.		Carrier
Cambridge, Mass.		Carrier	Carrier
Denver, Colo.	CB&Q		Univ.
El Paso, Texas	S.P.		Univ.
Fort Worth, Texas	T.P.		Carrier
Green Island, N.Y.		Univ.	
Hartford, Conn.	N.Haven	Univ.	
Kansas City, Mo.	M.P.		Univ.
Laredo, Texas	M.P.		Lone Star Pkg.
Los Angeles, Calif.	U.P.	Univ. West Trans.	Univ. West Trans.
Memphis, Tenn.	M.P.		Univ.
*Minneapolis, Minn.	CB&PM&O CB&Q	Carrier	Carrier Carrier
Miami, Fla.	SAL		Univ.
New Rochelle, N.Y.		Univ.	
New Orleans, La.			Univ.
Newark, N.J.	L.V.	Carrier	
New Haven, Conn.	N.H.	Int'l.	
*Oakland, Calif.	ATSF		Univ.
Omaha, Nebraska	CB&Q CRI&P		Univ.
*Oklahoma City, Okla.	StLSP		Carrier

UNIVERSAL LOADING AND UNLOADING POINTS - OFF-LINE

<u>CITY</u>	<u>CARRIER</u>	<u>LOAD</u>	<u>UNLOAD</u>
Atlanta, Ga.		Univ.	
Baltimore, Md.		Univ.	
Battle Creek, Mich.			Univ.
Bridgeport, Conn.		Univ.	
Beaumont, Texas	M.P.		Carrier
Cambridge, Mass.		Carrier	Carrier
Denver, Colo.	CB&Q		Univ.
El Paso, Texas	S.P.		Univ.
Fort Worth, Texas	T.P.		Carrier
Green Island, N.Y.		Univ.	
Hartford, Conn.	N.Haven	Univ.	
Kansas City, Mo.	M.P.		Univ.
Laredo, Texas	M.P.		Lone Star Pkg.
Los Angeles, Calif.	U.P.	Univ. West Trans.	Univ. West Trans.
Memphis, Tenn.	M.P.		Univ.
*Minneapolis, Minn.	CSTPM&O	Carrier	Carrier
Miami, Fla.	SAL		Univ.
New Rochelle, N.Y.		Univ.	
New Orleans, La.			Univ.
Newark, N.J.	L.V.	Univ.	
New Haven, Conn.	N.H.	Int'l.	
*Oakland, Calif.	ATSF		Univ.
Omaha, Nebraska	CB&Q CRI&P		Univ.
*Oklahoma City, Okla.	StLSF		Carrier

UNIVERSAL LOADING AND UNLOADING POINTS - OFF-LINE

<u>CITY</u>	<u>CARRIER</u>	<u>LOAD</u>	<u>UNLOAD</u>
Philadelphia, Pa. Butler Ave. Willow St.	PRR RDG	PRR Univ.	PRR
Pittsburgh, Pa.		Univ.	
*Portland, Oregon	SPS	Univ.	Univ.
Providence, R.I.		Univ.	
Reading, Pa.		Univ.	Univ.
*Richmond, Va.	C&O	Univ.	
San Francisco, Calif.	SP	Univ.	Univ.
Seattle, Wash.			Univ.
Salt Lake City, Utah	UP		Univ.
San Antonio, Texas	IGN		Carrier
San Diego, Calif.	ATSF		Univ.
Spokane, Wash.			Univ.
Wilkes Barre, Pa.		Univ.	
Wichita, Kansas	MP		Univ.
York, Pa.	MP		Univ.

*Notes

Minneapolis, Minn. - Carrier handling as of 1/5/53.

Oakland, Calif. - usually loaded at San Francisco, but shown as Oakland.

Oklahoma City, Okla. - carrier's unload and take seal record but Universal make their own exception report.

Portland, Ore. - Universal unload for account of Stor-Dor Delivery Co.

Richmond, Va. - Wyatt Transfer Co. load for account of Universal.