

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2016-217-T - ORDER NO. 2016-609

SEPTEMBER 21, 2016

IN RE: Application of Westbrook Charleston, LLC ) ORDER GRANTING  
for a Class E (Household Goods) Certificate ) CLASS E HOUSEHOLD  
of Public Convenience and Necessity for ) GOODS CERTIFICATE  
Operation of Motor Vehicle Carrier )

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Westbrook Charleston, LLC (“Applicant” or “Westbrook”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice was timely published pursuant to S.C. Code Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on August 17, 2016.

The parties at the hearing were the Applicant, represented by Charles L.A. Terreni, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Andrew M. Bateman, Esquire. Westbrook called its President, Justin Westbrook, as a witness. Westbrook also moved for permission to take the testimony by telephone deposition of its shipper witness, Tucker Payne, for use at the hearing, and its motion was granted on August 12, 2016. Order No. 2016-78H. In a letter dated August 16, 2016, the ORS informed the Commission that it did not oppose Westbrook’s Application.

Justin Westbrook has been in the intrastate moving business since 2011, and currently operates Westbrook Moving Corp., LLC (“Westbrook Moving”). Westbrook

Moving specializes in moving fine art and antiques, and has provided services to clients such as the Gibbes Museum, the Historic Charleston Foundation, and the Citadel. Westbrook Charleston will be an intrastate affiliate of Westbrook Moving Corp. and will offer full-service moving of household goods to its clients, benefitting from the latter's expertise and referrals.

The Applicant has applied for a Safety Rating from the U.S. Department of Transportation. Mr. Westbrook also testified that there are no complaints or judgments against him or his companies, he has adequate equipment and facilities to provide moving services, appropriate insurance, and financial resources. The Applicant submitted a proposed tariff and bill of lading, and the ORS has notified the Commission that it finds them satisfactory. The Applicant has certified that he is familiar with and agrees to comply with all applicable statutes and regulations.

Westbrook read into the record the deposition testimony of its shipper witness, Taylor Payne, a Charleston antiques dealer who testified to the need for additional movers in South Carolina. Mr. Payne testified that he is frequently asked to recommend household goods movers for moves throughout the state, and that there is a shortage of qualified movers. Mr. Payne also testified to the high quality service offered by Westbrook Moving. Additionally, the Applicant introduced the affidavits of Ronald D. Long, President of Charlton Hall Galleries, and David Goble, Director of the Daniel Library at the Citadel, each of whom attested to Westbrook Charleston's qualifications and the need for qualified movers in South Carolina.

The Commission finds that Westbrook has demonstrated that it is fit, willing, and able to operate as a household goods mover under S.C. Code Ann. Section 58-23-330 and S.C. Code Regs. 103-133. We find that the public convenience and necessity is not already being served by existing authorized services. Therefore, Westbrook's Application should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Westbrook Charleston, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.

2. The Applicant will file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S. C. Code Ann. Section 58-23-10 et seq. and by 10 S. C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers and 2 S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S. C. Code Ann. Section 58-23-10 et seq., and the applicable Regulations for Motor Carriers, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

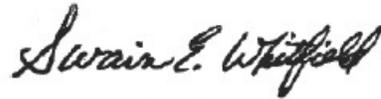
5. Failure of the Applicant to either (1) comply with all statutory and regulatory requirements within ninety (90) days of the date of this Order, or (2) request and obtain from the Commission additional time to comply with the requirements, shall result in this Order granting the Application to become null and void and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

6. Applicant will provide service according to its tariff and bill of lading which accompany this Order as Exhibit A.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. If such notification is provided, the Docket will be closed.

8. This Order will remain in full force and effect until further order of the Commission.

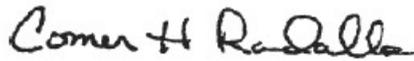
BY ORDER OF THE COMMISSION:



---

Swain E. Whitfield, Chairman

ATTEST:



---

Comer H. Randall, Vice Chairman

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**



**FINAL TARIFF** as corrected  
and presented at hearing of  
8/17/16.

**TABLE OF CONTENTS**

Title Page	1
Table of Contents	2
Applicability of Tariff	3
<b><u>SECTION 1</u></b>	4
1.0 Transportation Charges	4
1.1 Hourly Rates and Charges	4
1.2 Office Hours / Minimum Hourly Charges	4
<b><u>SECTION 2</u></b>	5
2.0 Additional Services	5
2.1 Bulky Article Charges	5
2.2 Elevator or Stair Carry	5
2.3 Excessive Distance or Long Carry Charges	5
2.4 Pick Up and Delivery	5
2.5 Packing and Unpacking	6
2.6 Piano Charges	6
2.7 Articles, Special Servicing	6
2.8 Waiting Time	6
<b><u>SECTION 3</u></b>	
3.0 Rules and Regulations	7
3.1 Claims	7
3.2 Computing Charges	7
3.3 Governing Publications	7
3.4 Bill of Lading, Contract Terms, Conditions	7
3.5 Items of Particular Value	8
3.6 Delays	8
<b><u>SECTION 4</u></b>	
4.0 Promotions	8
4.1 Military/Senior Citizens	8

**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Westbrook Charleston, LLC. These services are furnished between points and places in the state of South Carolina.

**SECTION 1**

**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Westbrook Charleston, LLC. office location, and includes the movers estimate return time to the office location.

<b><u>Number of Movers</u></b>	<b><u>Hourly Rate</u></b>
One Man and a Truck	\$45.00
Two Men and a Truck	\$90.00
Three Men and a Truck	\$135.00
Four Men and a Truck	\$180.00
Each Additional Man	\$45.00 per man/per hour

**1.2 Office Hours / Minimum Hourly Charges:**

Westbrook Charleston, LLC. will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Westbrook Charleston, LLC. will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

**SECTION 2**

**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.1 Elevator or Stair Carry**

Westbrook Charleston, LLC. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.2 Excessive Distance or Long Carry Charges**

Westbrook Charleston, LLC. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.3 Pick Up and Delivery**

Westbrook Charleston, LLC. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.4 Packing and Unpacking**

**2.4.1** Westbrook Charleston, LLC. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

**2.4.2** Westbrook Charleston, LLC. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Westbrook Charleston, LLC. reserves the right to decline any moves consisting of extremely large or fragile items.

**2.5 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.6 Waiting Time**

**Westbrook Charleston, LLC.**

**South Carolina Household Goods Tariff**

---

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Westbrook Charleston, LLC.

**SECTION 3**

**3.0 RULES AND REGULATIONS**

**3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Westbrook Charleston, LLC. must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Westbrook Charleston, LLC. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Westbrook Charleston, LLC. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- .1.4** In consideration of the rate charged it is mutually agreed and understood that the liability of Westbrook Charleston, LLC. with respect to loss and/or damage of the consigned goods is limited to 60 cents per pound or \$50.00 per consignment, whichever is greater. Should the shipper wish to insure their items at a declared value in excess of the above stated liability, they may pay to share in the company's insurance policy. Westbrook Charleston, LLC. shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not Westbrook Charleston, LLC. had knowledge that such damage might be incurred.

**3.2 Computing Charges**

Westbrook Charleston, LLC. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

**3.3 Governing Publications**

Westbrook Charleston, LLC. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.4 Items of Particular Value**

Westbrook Charleston, LLC. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Westbrook Charleston, LLC. will not accept responsibility for safe delivery of such articles if they come into Westbrook Charleston, LLC.'s possession with or without Westbrook Charleston, LLC.'s knowledge.

**3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Westbrook Charleston, LLC.'s Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays**

Westbrook Charleston, LLC. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

Westbrook Charleston, LLC.

3225 Fortune Drive  
 North Charleston, SC 29418  
 Phone: 843-552-1874

**FINAL BILL-OF-LADING**  
 as presented at hearing of  
 8/17/16.

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REC. NO. ▲

SHIPPER \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_

CONSIGNEE TO \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_

NOTIFICATION OF WEIGHT & CHARGES  
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW   
 NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_  
 ADDRESS \_\_\_\_\_

PREFERRED DELIVERY DATE(S) \_\_\_\_\_  
 OR PERIODS OF TIME \_\_\_\_\_

**ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK WILL NOT BE ACCEPTED.**

RECEIVED SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_

GENERAL CONDITIONS:

RATES, RULES AND REGULATIONS IN TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

**INVOICING**

GOV'T. B/L No. \_\_\_\_\_  
 BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \_\_\_\_\_ THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED \_\_\_\_\_  
 Shipper \_\_\_\_\_ Date \_\_\_\_\_

**TIME RECORD**

START \_\_\_\_\_  
 FINISH \_\_\_\_\_  
 AM AM Customers Initials \_\_\_\_\_  
 PM PM Customers Initials \_\_\_\_\_

JOB HOURS \_\_\_\_\_  
 TRAVEL TIME \_\_\_\_\_  
 TOTAL HOURS \_\_\_\_\_

**TRANSPORTATION SERVICES HOURLY CHARGE**

STRAIGHT TIME  
 VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

OVERTIME SERVICES  
 VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

**WEIGHT AND SERVICES**

SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

GROSS _____ TARE _____ NET _____	RATE	CHARGES
TRANSPORTATION _____ MILES _____		
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____		
ADD'TL. TRANS. (SURCHARGE) _____ <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST. _____		
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____ AT _____		
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____		
PIANO HANDLING: OUT _____ IN _____ HOIST _____		
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____		
WAREHOUSE HANDLING _____		
TRANSIT STORAGE: FROM _____ TO _____		
S.I.T. VALUATION CHARGE _____		

**APPLIANCE SERVICES**

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

**OTHER CHARGES**

CARTAGE: TO WHSE <input type="checkbox"/> , FROM WHSE <input type="checkbox"/> , ORIG <input type="checkbox"/> , DEST <input type="checkbox"/> MI _____	QUANTITY
BARRELS _____	5
CARTONS _____ LESS THAN _____	1 1/2
CARTONS _____	1 1/2
CARTONS _____	3
CARTONS _____	4 1/2
CARTONS _____	6

CRIB MATTRESS \_\_\_\_\_  
 WARDROBES (USE OF) \_\_\_\_\_  
 MATTRESS CARTON NOT EXCEEDING 39 x 75 \_\_\_\_\_  
 MATTRESS CARTON NOT EXCEEDING 54 x 75 \_\_\_\_\_  
 MATTRESS CARTON EXCEEDING 54 x 75 \_\_\_\_\_  
 CRATES \_\_\_\_\_ MIRROR CARTONS \_\_\_\_\_

TOTAL CHARGES  CHGE  PPD  C.O.D.  G.B.L. TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ WAREHOUSE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_ DATE \_\_\_\_\_  
 (WAREHOUSEMAN'S SIGNATURE)

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coeprage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charges for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claims within 15 days after notice of arrival of the property at destination, that have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to land property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before landing.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; provided, that, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery, of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment not reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.