

U. S. DEPARTMENT OF LABOR
IMMIGRATION AND NATURALIZATION SERVICE
District No. 14

In answering refer to
Laredo No. 954/8058
Dist. No. --
C. O. No. --

Office of Inspector in Charge
Laredo, Texas

April 6, 1937.

Mrs. Ernestina Calles de Pasquel,
1212 Upas Street,
San Diego, California.

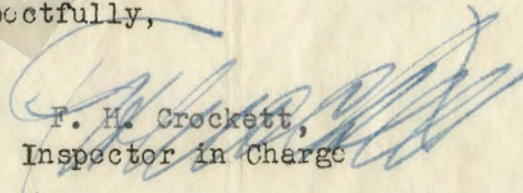
Madam:

An extension of your temporary stay in the United States has been granted and you may therefore remain in this country until November 5, 1937. This extension applies also to your minor children TININA ROBINSON and ANA EUGENIA ROBINSON.

In the meantime, should you desire to depart temporarily to some other country, you may expect to be readmitted to the United States for the balance of the period ending with the date stated next above, upon presenting this letter, and showing yourself to be otherwise admissible under the immigration laws of the United States, and by the presentation of a properly visaed valid passport, if such passport was required of you at the time of your entry on the present trip.

When you permanently depart from this country you will surrender this letter to an employee of the United States Immigration and Naturalization Service with whom you will arrange to have your departure observed, in order that this letter may be returned by said immigration officer to this office to close the file in your case.

Respectfully,


F. H. Crockett,
Inspector in Charge

bk

Following Certificate for Execution by a U. S. Immigrant Inspector:

The above named alien departed from the United States at

_____, on _____, 19____.

)
Signature of Passenger
)
)

Permanent Address

U. S. Immigrant Inspector.

San Diego, California
November 23, 1938

Immigration and Naturalization Service
U. S. Department of Labor
Laredo, Texas

Sir:

FILE NUMBER 954/8058

In reply to your letter of Nov. 18, 1938 to Mrs. Ernestina Calles de Pasquel, 1212 Upas St., San Diego, Cal., I beg to state:

Mrs. Pasquel left this country several months ago through the port of Calexico. She did not surrender her extension permit at that time because she left her two minor children, whose names were in said permit, in this country, with instructions to surrender it upon their departure.

Her children left this country shortly after their mother did, and if I remember right it was through the port of Nogales, Arizona, where the permit must have been surrendered.

Mrs. Pasquel's present address is:

Mariano Escobedo # 5
Colonia Anzures
Mexico City, Mexico.

I am forwarding your communication to her together with a copy of this letter, requesting that she return it properly filled out and signed.

Respectfully,

Geo. Castellanos
Secretary,
1212 Upas Street
San Diego, California

INSTALLMENT**CREDIT LOAN DEPARTMENT****AUTO FINANCING**

Purchase your new or used car through our financing plan at lowest cost.

PERSONAL LOANS

\$50.00 to \$1000.00, based primarily on personal character and income—for the consolidation of debts, doctor and dental bills, payment of taxes, travel and education—vacation and payment of insurance premiums for opportunity and any emergency. Listed securities are also acceptable as a basis for personal loans, without the necessity of obtaining co-makers.

IMPROVEMENT LOANS

For remodeling and modernization renovation, painting and decorating.

EQUIPMENT PURCHASE LOANS

Liberal terms available for purchases of necessary home and business equipment.

TEACHER LOANS

No payments necessary during vacation months.

Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION

STATEWIDE

AL 353

No. 9-0509

TIMEPLAN LOAN ACCOUNT

Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION

Western Olympic

BRANCH NO. 353

Ernestine Calles dePasquel

1212 Upas Street

San Diego, California

NAME dePasquel, Ernestine Calles

DATE OF
LOAN

NO. 9-050

AL 363

24 PAYMENTS OF \$ 34.53 AND

PAYMENTS OF \$

DUE

WEEKLY
SEMI-MONTHLY
MONTHLY

ON

91

DATE DUE	DATE PAID	AMOUNT PAID	BALANCE DUE	TELLER'S INITIALS	DATE DUE	DATE PAID	AMOUNT PAID	BALANCE DUE	TELLER'S INITIALS
LOAN AMOUNT \$			828.72		for				
3/9/38	3-10-38	34.53	794.19	Dep	m.				
4-9-38	4-9-38	34.53	759.66	Dep	ap.				
5-9-38	5-3-38	34.53	725.13	Dep.	my				
6-9-38	3 JUN 15 '38	34.53	690.60	Dep	my				
7-9-38	JUL 16 1938	34.53	656.07	Dep	my				
8-6-38		34.53	621.54	Dep	my				
9-6-38		34.53	586.91	Dep	my				
10-6-38		34.53	552.38	Dep	my				
11-6-38		34.53	517.85	Dep	my				
12-6-38		34.53	483.32	Dep	my				
1-6-39		34.53	448.79	Dep	my				
2-6-39		34.53	414.26	Dep	my				
3-6-39		34.53	379.73	Dep	my				
4-6-39		34.53	345.20	Dep	my				
5-6-39		34.53	310.67	Dep	my				
6-6-39		34.53	276.14	Dep	my				
7-6-39		34.53	241.61	Dep	my				
8-6-39		34.53	207.08	Dep	my				
9-6-39		34.53	172.55	Dep	my				
10-6-39		34.53	138.02	Dep	my				
11-6-39		34.53	103.49	Dep	my				
12-6-39		34.53	68.96	Dep	my				
1-6-40		34.53	34.43	Dep	my				
2-6-40		34.53		Dep	my				

LOSS PAYABLE CLAUSE

Loss or damage, if any, under this policy shall be payable as provided in the policy and this insurance as to the interest of the Conditional Vendor or Mortgagee or Assignee of Conditional Vendor or Mortgagee (hereinafter called the Lien-Holder) shall not be invalidated by any act or neglect of the Mortgagor or Owner of the within described automobile nor by any change in the title or ownership of the property; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by Purchaser, Mortgagor or Lessee in possession under a mortgage, conditional sale or lease agreement of the property insured is not covered under this policy, unless specifically insured against and premium paid therefor; and PROVIDED, also that in case the Mortgagor or Owner shall neglect to pay any premium due under this policy the Lien-Holder shall on demand pay the same.

PROVIDED also, that the Lien-Holder shall notify this company of any change of ownership or increase of hazard which shall come to the knowledge of said Lien-Holder and, unless permitted by this policy, it shall be noted thereon and the Lien-Holder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the Lien-Holder for ten days after notice to the Lien-Holder of such cancellation and shall then cease, and this company shall have the right, on like notice, to cancel this agreement.

In case of any other insurance upon the within described property this company shall not be liable under this policy for a greater proportion of any loss or damage sustained than the sum hereby insured bears to the whole amount of valid and collectible insurance on said property, issued to or held by any party or parties having an insurable interest therein, whether as Owner, Lien-Holder or otherwise.

Whenever this company shall pay the Lien-Holder any sum for loss or damage under this policy and shall claim that, as to the Mortgagor or Owner, no liability therefor existed, this company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option pay to the Lien-Holder the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the Lien-Holder to recover the full amount of its claim.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the undermentioned policy, other than as above stated.

Attached to and forming part of Policy No. CA2114-33 of the BUFFALO

Insurance Company.

Countersigned at LOS ANGELES, CALIF. this 8th day of FEBRUARY 1933.

SPEAR AND COMPANY, INC.

Agent

GENERAL AGENTS

Pol. No. **CA 1114-33 0**

COMPREHENSIVE AUTOMOBILE POLICY

Old Pol. No.

DAILY REPORT OR AGENT'S COPY

HS

Buffalo Insurance Company of Buffalo, N. Y.

Entered.....	Cred. Rating.....	Policy Form	Age	Make Type and Use	City	Premium Class ↓	Commission
Approved by.....	Char. Report.....						
FIRE RECORD.....							

BERNISTINA CALLES DE PASQUEL
NAME OF INSURED **UPAS** NAME OF INSURED
1212 UPON STREET, SAN DIEGO, CALIFORNIA
ADDRESS NO. STREET CITY STATE ADDRESS
From **FEBRUARY 8th, 1938** 12:01 A. M., to **FEBRUARY 8th, 1940** 12:01 A. M.,
TERM OF POLICY standard time at place policy is issued TERM OF POLICY

A	COVERAGES	LIMIT OF LIABILITY Insert Amount or "Actual Cash Value"	Rates	Premiums
1.	COMPREHENSIVE—INCLUDING DEDUCTIBLE COLLISION OR UPSET—Any loss of or damage to the Automobile and the equipment usually attached thereto, subject, however, to the EXCLUSIONS stated on page 2 of this policy, except that as respects loss caused by Collision with any other object or by Upset, the sum of \$ 25.00 shall be deducted from the amount of each such loss when determined.	ACTUAL VALUE		95.85
2.	COMPREHENSIVE—INCLUDING CONVERTIBLE COLLISION OR UPSET—Any loss of or damage to the Automobile and the equipment usually attached thereto, subject, however, to the EXCLUSIONS stated on page 2 of this policy, except that as respects loss caused by Collision with any other object or by Upset, the Insured shall pay to this Company, immediately upon the occurrence of the first accident which is made the basis of a claim hereunder, the additional sum of \$. It is further understood and agreed that Collision or Upset loss or damage occurring prior to the reported claim shall in no event be considered the basis of a valid claim.			NIL
3.	COMPREHENSIVE—INCLUDING COLLISION OR UPSET—WITH SPECIFIED DEDUCTIBLE, IF ANY, APPLYING TO EACH SEPARATE LOSS FROM ANY CAUSE—Any loss of or damage to the Automobile and the equipment usually attached thereto, subject, however, to the EXCLUSIONS stated on page 2 of this policy and except that this Company shall be liable only for the amount of each loss in excess of \$, which sum shall be deducted from each separate loss hereunder when determined.			NIL
4.	COMPREHENSIVE—EXCLUDING COLLISION OR UPSET—Any loss of or damage to the Automobile and the equipment usually attached thereto, subject, however, to the EXCLUSIONS stated on page 2 of this policy and except that this Company shall not be liable for loss caused by Collision with any other object or by Upset.			NIL
5.	TOWING AND EMERGENCY SERVICE (BROAD)—As defined in Section G on page 2 of this policy.	\$10 in any one case		NIL
6.	PROPERTY DAMAGE—LEGAL LIABILITY FOR DAMAGE TO PROPERTY OF OTHERS—As defined in Section H on page 2 of this policy.	\$5000		NIL

Net Total Premium \$ **95.85**

This insurance is under only such and so many of the Coverages named in the Schedule above as are indicated by a specific premium in writing set opposite thereto. The limit of this Company's liability under each of such Coverages shall be as stated in the General Conditions of this policy, not exceeding, however, the limits stated in said Schedule, less any deductible amount indicated.

B LOSS PAYABLE CLAUSE: Subject to all the provisions, exclusions, conditions and warranties contained in this policy, loss, if any, payable, as interest may appear, to Insured and of

C WARRANTED BY THE INSURED

1. Insured's occupation or business is (IF MARRIED WOMAN, GIVE HUSBAND'S OCCUPATION OR BUSINESS)

2. Employer's name and address

3. The description of the automobile and the facts respecting its purchase are as follows:

MODEL YEAR 1938	TRADE NAME HUDSON	TYPE OF BODY (IF TRUCK STATE TONNAGE)	SERIAL NUMBER	MOTOR NUMBER 64-1000	NO. OF CYLS.	ACTUAL COST TO INSURED \$	DATE PURCHASED BY INSURED 19	NEW OR USED NEW
IS CAR FULLY PAID FOR \$828.72		MORTGAGE, LIEN, ENCUMBRANCE OR BALANCE OF PURCHASE PRICE						DUE DATE OF FINAL NOTE 19
\$		REPRESENTED BY		NOTES OF \$	EACH, AND	NOTE OF \$		

4. The automobile described is and will be used for the following purposes only

and is usually kept in building located

Countersigned this day of 19

by agency at

SPRAR AND CO., INC.

Agent

Give name of each person, of this Assured's household, or in his employment, who will be a driver of the automobile insured. Answer questions for each person separately.

To your knowledge, is this person's collision accident record or driving ability impaired, or subject to impairment, by—							
(a)	(b)	(c)	(d)	(e)	(f)	(g)	
Use of liquor or drugs?							
Recklessness?							
Habit of fast driving?							
Lack of experience or ability as a driver?							
Defective eyesight?							
Defective hearing?							
Other physical disability?							
Is this driver a uniformed chauffeur?							
Has driver license or automobile registration ever been suspended or revoked?*							
Has this person ever been cited for speeding, violation of traffic ordinance, or arrested for or convicted of any violation of law?*							
Has this person suffered material loss in any traffic accident within the past three years?*							
Has any Insurance Company declined or canceled insurance for this person?*							
Does this assured carry liability insurance for bodily injury?*							
Number of years driving experience?							
Age of driver?							

Agent.

Total Price	\$ 1525 ⁶ 65
Down Payment	861 50
	664.15
Ins. 2 years.	164 57
& Int.	828.72

24 Payments of 3453 per mo.

	24
	1381 2
	2906
	828.7 2
\$	828.7 2

Payments Made 11- at 3453

	3453
	379.83

Bal. Due - Original	\$ 828.72
Paid in. 11- Pys	379.83
	448.89

Bal due 7. 1780

	1780
	431.09

CONDITIONAL SALE CONTRACT

(Assignment Without Recourse)

Original

The undersigned Seller hereby sells, and the undersigned Purchaser E. C. Pasquel hereby purchases, subject to the terms and conditions hereof, the following property, with accessories and equipment, delivery and acceptance of which is hereby acknowledged by purchaser, viz.:

New or Used	Make Trade Name	No. of Cyl.	Equipment: Standard, Sport, De Luxe, Etc.	Type of Body	Model Letter or Number	Manufacturer's Serial Number	Motor No.
New	Hudson 8	8		Conv Bro.	84	8418056	8418056

for the following payments in lawful money of the United States of America: \$ 150.00 in cash, and 37 Ford DeL Sdn automobile traded in at \$ 711.50 upon the signing of this agreement, receipt of which is hereby acknowledged, and (24) equal successive monthly installments of Thirty-four and 53/100 Dollars (\$ 34.53) each, payable on the same day of each month, commencing March 9, 1938

together with all such other sums as are hereinafter provided for, payable at office of the Seller; or if this contract is assigned, then payable at office of assignee of Seller with interest thereon after maturity at the highest rate for which parties may lawfully contract in the State in which this contract is executed, payable monthly, and if the services of an attorney be employed for the enforcement of any of the obligations of Purchaser, or the rights of Seller, either by suit or otherwise, Purchaser agrees to pay reasonable attorney's fees.

It is hereby stipulated and agreed by and between Seller and Purchaser that the following are the conditions under which the above described property is to be sold and purchased:

1. Title to said property shall not pass to Purchaser until all payments hereunder, including collection charges, if any, and all charges for repairs, supplies, parts and storage on said property up to the time this contract terminates are fully paid; that no transfer, renewal, extension or assignment of this contract, or of any interest thereunder, or injury to or loss or destruction of said property shall release Purchaser from his obligations hereunder; that Purchaser shall keep said property free from all liens, taxes and encumbrances, shall not use same or permit it to be used illegally, improperly, or for hire, or in any race or speed contest, shall not remove same or permit it to be removed from the State wherein this contract is executed without Seller's written permission, shall not transfer any interest in this contract or in said property, shall not make any material change in said property without Seller's written consent and shall maintain the same in good condition and repair, reasonable wear and tear thereof excepted. Seller may, but shall not be obliged so to do, keep said property insured in his favor in a company or companies selected by Seller against fire, theft and such other forms of insurance and in such amounts as Seller may require, and the Purchaser hereby authorizes the Seller to pay the premiums for such insurance, adding the same to the deferred principal balance then due hereunder, and the policies therefor shall be held by the Seller until this contract is fully performed, and the proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise shall be applied toward the replacement of the property or payment of this obligation, at the option of Seller, and Purchaser assumes all risks of damage to or loss or destruction of said property, whether insured against or not, and Purchaser agrees that all payments made by Seller for or on account of said property, including payment of all charges and taxes against same, shall be added to the amount due by Purchaser hereunder and become payable upon demand.

2. Should Purchaser fail or neglect to comply with any term or condition of this contract, or to make any payment provided for herein, when due or payable, or violate any of the provisions hereof, or should Purchaser become financially involved, or if Purchaser should misuse the property or commit any act for which the property might be confiscated or in case of any unusual or unreasonable depreciation in the value thereof, or in case Purchaser has made any misrepresentation as to his name, address or occupation, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may without notice to Purchaser, declare all of Purchaser's rights under this contract terminated, and without demand first made, and with or without legal process, immediately take possession of said property, together with all additions, equipment and accessories thereto, wherever the same may be found, using all necessary force so to do, and hold the same, together with title thereto, and Purchaser waives all claims for damages due or arising from or connected with any such taking. Should Seller take possession of such property, all the rights of Purchaser under this contract shall immediately terminate, and all payments theretofore made hereunder shall belong absolutely to Seller, and Purchaser shall pay to Seller all installments then delinquent upon this contract; upon any such termination, Seller may, if he so desires, but shall not be obliged so to do, sell said property at public or private sale, with or without notice to Purchaser (if given, notice by mail to Purchaser's address as given on this contract being sufficient), with or without having such property at the place of sale, and upon the terms and in such manner as Seller, or his assigns, may determine, and Seller or his assigns, may bid at any such sale. The net proceeds of any such sale shall be the remainder after deducting from the selling price all expenses for re-taking and conditioning, keeping and selling such property, including the attorney's fees aforesaid. In case the net proceeds from such sale, added to the payments theretofore made hereunder, do not cover the total payments required to be made by Purchaser hereunder, then Purchaser agrees to pay to Seller, on demand, such difference, with interest thereon from the date of sale at the highest rate for which parties may lawfully contract in the State in which this contract is executed. Purchaser hereby waives all statutes of limitation in any way affecting the time within which Seller may enforce its rights hereunder and the defense thereof.

3. If this agreement, the Seller's rights herein and the moneys payable hereunder are assigned to any person or corporation, it is agreed (a) that Purchaser shall be precluded from attacking the validity of this agreement, (b) that such assignee does not warrant the title to said property nor is a party to any warranties whatsoever, (c) that all moneys paid to such assignee shall remain the sole property of such assignee, and the Purchaser shall be precluded from recovering the same on any grounds, (d) that all moneys payable hereunder by Purchaser shall be paid to such assignee without recoupment, set-off, or counter claim. Should Seller assign this contract and Purchaser default in the performance of any obligations herein provided for, Seller may perform such obligations, and be subrogated as to all amounts paid.

4. Possession of said property shall give Purchaser no title or interest therein and no rights except as herein provided. If Purchaser shall fully comply with the terms, covenants and conditions of this contract, and make all of the payments as herein provided, Seller agrees to deliver to Purchaser bill of sale for said property, or deliver the original hereof stamped "paid." Time and each of the terms, covenants and conditions hereof are hereby declared to be of the essence of this contract, and acceptance by Seller of any payment hereunder, after the same is due, shall not constitute a waiver by him of this or any other provision of this contract.

5. Should Purchaser fail to make any payment herein required when due, Seller may refer the matter of the collection of such delinquent installments to any person or collection agency or to the collection department of Seller for collection, and if the same be so referred, Purchaser agrees to pay to Seller a reasonable collection charge.

6. It is understood and agreed that there is no representation or warranty that the "year model" of said property, as hereinbefore stated, correctly states the year in which said property was manufactured, but is merely used by the parties hereto for convenience in describing it. It is further understood and agreed that this contract contains the complete agreement between the parties hereto, that all negotiations on behalf of Seller have been carried on by an agent of Seller; that no representations or warranties, express or implied, have been made except those which are set forth in this agreement; that Purchaser hereby waives any and all claim against Seller growing out of any representation or warranty not specifically set forth herein; that Purchaser has made an independent investigation of the property and has relied solely upon his own investigation with reference thereto in entering into this contract, and has placed no reliance nor acted upon any representations or warranties upon the part of Seller or Seller's agent not specifically set forth herein.

7. Purchaser agrees to exhibit said property and allow inspection thereof at any time upon demand of Seller, and to notify Seller of any change of his address, and, should Purchaser fail so to do, he shall be liable for any costs incurred by Seller in locating Purchaser or said property, payment of which shall be made by Purchaser on demand.

8. This contract is executed in duplicate, of which, concurrently with the execution thereof, one (1) copy is delivered to Seller and one (1) copy is delivered to Purchaser, and the receipt of a copy of this contract is hereby acknowledged by Purchaser. This contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, subject, however, to the above restriction against assignment by Purchaser. If for any reason any clause or provision of this agreement should be held invalid, then the remaining clauses and provisions thereof shall be and remain in full force and effect nevertheless. Wherever in this agreement the singular is used it shall be deemed to include the plural and the masculine gender shall be deemed to include feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 9 day of Feb., 1938, at

Los Angeles, Calif.

City

State

Fishman Motors, Inc.

Seller Sign Here

By H. Fishman Title Pres.

Purchasers
Sign Here

Witness.

Witness.

Residence Address..... Telephone No.....

Business Address..... Telephone No.....

Business position or profession..... How long?.....

Employed by..... How long?.....

Carry bank accounts with..... Bank..... Branch.....

The undersigned represents that the within contract arose from the bona fide sale of the property described therein and that said property has actually been delivered into the possession of the purchaser therein named.

By J. A. Gresham Title Pres.

By W. A. R. [Signature] Title 12

PURCHASER'S STATEMENT

Date 2-9- 1938

TO BANK OF AMERICA, N. T. & S. A. and

(Name of Dealer)

Please print name in full <u>Ernestina Calles de Pasquel 30</u>		Age	Married ☒ Single ☐	Number of Dependents	Last previous address:	Street and Number
Residence Address <u>1212 Upar St</u>	City or Town	How long <u>2 yrs</u>	Rent ☐ Own ☐	Telephone <u>Hi 8866</u>	City or Town <u>San Diego</u>	
Employed by: If in business for self give trade name.	Business Address		Business Telephone			
How long there	Kind of business	What is your position?				
Name of former employer and address if present employment less than 1 year	Position held		How long there			
Salary ☐ Commissions ☐ per ☐ Month ☐ Week	Other income	Received Monthly ☐ Quarterly ☐ Annually ☐	Source of Other Income		Total all monthly payment obligations not including rent.	Mortgage Other
Location of IMPROVED Real Estate you own		If Mortgaged, give name of Mortgagee			Type of Improvements	
Name of your Bank <u>Bank of America</u>		Branch <u>San Diego Main</u>		Loan ☐ Checking ☐ Savings ☐	Type of Account	
Stores credit or Finance Companies from whom you are purchasing or have purchased on credit.	1. Name <u>Universal Credit Co</u>		Street and Number		City or Town	Acct. Active ☐ Now Closed ☐
	2. Name		Street and Number		City or Town	Acct. Active ☐ Now Closed ☐
Nearest relative not living with you.	Name <u>PE Calles</u>		Street and Number		City or Town	
Previous car purchased from:	DEALER Name and Address		Payments made to Finance Co. ☐ Bank ☐ Dealer ☐		Name and Address	
Have you had previous credit relations with Bank of America? If so, give name of branch and type of transaction.						
AUTOMOBILE USED FOR <u>Pleasure</u>	Business and/or Pleasure		Will be kept in } Public ☐ Private ☐	GARAGE Address		
Did you come to the bank as a result of the solicitation of an insurance broker or agent?			Do you wish to name a broker or agent on the insurance policy? If so, whom?			

I hereby affirm that the foregoing information is true and correct and made for the purpose of obtaining credit. You are hereby authorized to obtain such information that you may require concerning the above statements.

I prefer my payment date to be on day of each month.

(Signature) Signed Carry on file
Purchaser

MEMORANDUM AND CREDIT REPORT

Prepared By J.J. Tanerina Assistant
Casimir San Diego Main Office

CONDITIONAL SALE CONTRACT

(Assignment Without Recourse)

Duplicate

The undersigned Seller hereby sells, and the undersigned Purchaser, Ernestina Calles de Pasquel, hereby purchases, subject to the terms and conditions hereof, the following property, with accessories and equipment, delivery and acceptance of which is hereby acknowledged by purchaser, viz:

New or Used	Make Trade Name	No. of Cyl.	Equipment: Standard, Sport, De Luxe, Etc.	Type of Body	Model Letter or Number	Manufacturer's Serial Number	Motor No.
New	Hudson	8	4 Door Sport	Sedan			

for the following payments in lawful money of the United States of America: \$ 861.50 in cash, and automobile traded in at \$ upon the signing of this agreement, receipt of which is hereby acknowledged, and Twenty-four (24) equal successive monthly installments of Thirty-four and 53/100 - - - - - Dollars (\$ 34.53) each, payable on the same day of each month, commencing March 9, 19 38

together with all such other sums as are hereinafter provided for, payable at office of the Seller; or if this contract is assigned, then payable at office of assignee of Seller with interest thereon after maturity at the highest rate for which parties may lawfully contract in the State in which this contract is executed, payable monthly, and if the services of an attorney be employed for the enforcement of any of the obligations of Purchaser, or the rights of Seller, either by suit or otherwise, Purchaser agrees to pay reasonable attorney's fees.

It is hereby stipulated and agreed by and between Seller and Purchaser that the following are the conditions under which the above described property is to be sold and purchased:

1. Title to said property shall not pass to Purchaser until all payments hereunder, including collection charges, if any, and all charges for repairs, supplies, parts and storage on said property up to the time this contract terminates are fully paid; that no transfer, renewal, extension or assignment of this contract, or of any interest thereunder, or injury to or loss or destruction of said property shall release Purchaser from his obligations hereunder; that Purchaser shall keep said property free from all liens, taxes and encumbrances, shall not use same or permit it to be used illegally, improperly, or for hire, or in any race or speed contest, shall not remove same or permit it to be removed from the State wherein this contract is executed without Seller's written permission, shall not transfer any interest in this contract or in said property, shall not make any material change in said property without Seller's written consent and shall maintain the same in good condition and repair, reasonable wear and tear thereof excepted. Seller may, but shall not be obliged so to do, keep said property insured in his favor in a company or companies selected by Seller against fire, theft and such other forms of insurance and in such amounts as Seller may require, and the Purchaser hereby authorizes the Seller to pay the premiums for such insurance, adding the same to the deferred principal balance then due hereunder, and the policies therefor shall be held by the Seller until this contract is fully performed, and the proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise shall be applied toward the replacement of the property or payment of this obligation, at the option of Seller, and Purchaser assumes all risks of damage to or loss or destruction of said property, whether insured against or not, and Purchaser agrees that all payments made by Seller for or on account of said property, including payment of all charges and taxes against same, shall be added to the amount due by Purchaser hereunder and become payable upon demand.

2. Should Purchaser fail or neglect to comply with any term or condition of this contract, or to make any payment provided for herein, when due or payable, or violate any of the provisions hereof, or should Purchaser become financially involved, or if Purchaser should misuse the property or commit any act for which the property might be confiscated or in case of any unusual or unreasonable depreciation in the value thereof, or in case Purchaser has made any misrepresentation as to his name, address or occupation, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may without notice to Purchaser, declare all of Purchaser's rights under this contract terminated, and without demand first made, and with or without legal process, immediately take possession of said property, together with all additions, equipment and accessories thereto, wherever the same may be found, using all necessary force so to do, and hold the same, together with title thereto, and Purchaser waives all claims for damages due or arising from or connected with any such taking. Should Seller take possession of such property, all the rights of Purchaser under this contract shall immediately terminate, and all payments theretofore made hereunder shall belong absolutely to Seller, and Purchaser shall pay to Seller all installments then delinquent upon this contract: upon any such termination, Seller may, if he so desires, but shall not be obliged so to do, sell said property at public or private sale, with or without notice to Purchaser (if given, notice by mail to Purchaser's address as given on this contract being sufficient), with or without having such property at the place of sale, and upon the terms and in such manner as Seller, or his assigns, may determine, and Seller or his assigns, may bid at any such sale. The net proceeds of any such sale shall be the remainder after deducting from the selling price all expenses for re-taking and conditioning, keeping and selling such property, including the attorney's fees aforesaid. In case the net proceeds from such sale, added to the payments theretofore made hereunder, do not cover the total payments required to be made by Purchaser hereunder, then Purchaser agrees to pay to Seller, on demand, such difference, with interest thereon from the date of sale at the highest rate for which parties may lawfully contract in the State in which this contract is executed. Purchaser hereby waives all statutes of limitation in any way affecting the time within which Seller may enforce its rights hereunder and the defense thereof.

3. If this agreement, the Seller's rights herein and the moneys payable hereunder are assigned to any person or corporation, it is agreed (a) that Purchaser shall be precluded from attacking the validity of this agreement, (b) that such assignee does not warrant the title to said property nor is a party to any warranties whatsoever, (c) that all moneys paid to such assignee shall remain the sole property of such assignee, and the Purchaser shall be precluded from recovering the same on any grounds, (d) that all moneys payable hereunder by Purchaser shall be paid to such assignee without recoupment, set-off, or counter claim. Should Seller assign this contract and Purchaser default in the performance of any obligations herein provided for, Seller may perform such obligations, and be subrogated as to all amounts paid.

4. Possession of said property shall give Purchaser no title or interest therein and no rights except as herein provided. If Purchaser shall fully comply with the terms, covenants and conditions of this contract, and make all of the payments as herein provided, Seller agrees to deliver to Purchaser bill of sale for said property, or deliver the original hereof stamped "paid." Time and each of the terms, covenants and conditions hereof are hereby declared to be of the essence of this contract, and acceptance by Seller of any payment hereunder, after the same is due, shall not constitute a waiver by him of this or any other provision of this contract.

5. Should Purchaser fail to make any payment herein required when due, Seller may refer the matter of the collection of such delinquent installments to any person or collection agency or to the collection department of Seller for collection, and if the same be so referred, Purchaser agrees to pay to Seller a reasonable collection charge.

6. It is understood and agreed that there is no representation or warranty that the "year model" of said property, as hereinbefore stated, correctly states the year in which said property was manufactured, but is merely used by the parties hereto for convenience in describing it. It is further understood and agreed that this contract contains the complete agreement between the parties hereto, that all negotiations on behalf of Seller have been carried on by an agent of Seller; that no representations or warranties, express or implied, have been made except those which are set forth in this agreement; that Purchaser hereby waives any and all claim against Seller growing out of any representation or warranty not specifically set forth herein; that Purchaser has made an independent investigation of the property and has relied solely upon his own investigation with reference thereto in entering into this contract, and has placed no reliance nor acted upon any representations or warranties upon the part of Seller or Seller's agent not specifically set forth herein.

7. Purchaser agrees to exhibit said property and allow inspection thereof at any time upon demand of Seller, and to notify Seller of any change of his address, and, should Purchaser fail so to do, he shall be liable for any costs incurred by Seller in locating Purchaser or said property, payment of which shall be made by Purchaser on demand.

8. This contract is executed in duplicate, of which, concurrently with the execution thereof, one (1) copy is delivered to Seller and one (1) copy is delivered to Purchaser, and the receipt of a copy of this contract is hereby acknowledged by Purchaser. This contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, subject, however, to the above restriction against assignment by Purchaser. If for any reason any clause or provision of this agreement should be held invalid, then the remaining clauses and provisions thereof shall be and remain in full force and effect nevertheless. Wherever in this agreement the singular is used it shall be deemed to include the plural and the masculine gender shall be deemed to include feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 9th day of February, 19 38, at

Los Angeles, California

City

State

Seller Sign Here

By _____ Title _____

Purchaser
Sign Here

Ernestina Calles de Pasquel

Witness.

Witness.

GUARANTY (BY ONE OTHER THAN THE DEALER)

In consideration of the making of the within contract by the dealer therein and/or the purchase thereof by Bank of America National Trust and Savings Association, the undersigned does hereby guarantee payment of all deferred payments as specified therein and covenants in default of payment of any installment or performance of the requirement thereof by the purchaser to pay the full amount remaining unpaid to Bank of America National Trust and Savings Association upon demand. The liability of the undersigned shall not be affected by any compromise, settlement or any variation of the terms of said contract effected by or with the purchaser. The undersigned waives notice of acceptance of this guarantee, notices of nonpayment and nonperformance and notices of any other kind and nature and waives the right to remove any action brought upon this guarantee from the Court originally acquiring jurisdiction.

Residence Address..... Telephone No.....
Business Address..... Telephone No.....
Business position or profession..... How long?.....
Employed by..... How long?.....
Carry bank accounts with..... Bank..... Branch.....

Dated at..... 19..... Guarantor Sign Here

SELLER'S ASSIGNMENT AND WARRANTY OF TITLE

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer WITHOUT RECOURSE to the Bank of America National Trust and Savings Association, his, its, or their right, title and interest in and to the within contract, the property described, and all moneys to become due thereunder. The undersigned warrants that the title to the aforesaid property vests in the undersigned; that the undersigned has a right to make this assignment; and that the aforesaid property is free from liens and/or encumbrances.

The undersigned represents that the within contract arose from the bona fide sale of the property described therein and that said property has actually been delivered into the possession of the purchaser therein named.

Dated at..... 19..... SELLER SIGN HERE

By..... Title.....

CONDITIONAL SALE CONTRACT

(Assignment Without Recourse)

Triplicate

The undersigned Seller hereby sells, and the undersigned Purchaser.....hereby purchases, subject to the terms and conditions hereof, the following property, with accessories and equipment, delivery and acceptance of which is hereby acknowledged by purchaser, viz.:

New or Used	Make Trade Name	No. of Cyl.	Equipment: Standard, Sport, De Luxe, Etc.	Type of Body	Model Letter or Number	Manufacturer's Serial Number	Motor No.

for the following payments in lawful money of the United States of America: \$.....in cash, and.....automobile traded in at \$.....upon the signing of this agreement, receipt of which is hereby acknowledged, and.....() equal successive monthly installments ofDollars (\$.....) each, payable on the same day of each month, commencing19.....

together with all such other sums as are hereinafter provided for, payable at office of the Seller; or if this contract is assigned, then payable at office of assignee of Seller with interest thereon after maturity at the highest rate for which parties may lawfully contract in the State in which this contract is executed, payable monthly, and if the services of an attorney be employed for the enforcement of any of the obligations of Purchaser, or the rights of Seller, either by suit or otherwise, Purchaser agrees to pay reasonable attorney's fees.

It is hereby stipulated and agreed by and between Seller and Purchaser that the following are the conditions under which the above described property is to be sold and purchased:

1. Title to said property shall not pass to Purchaser until all payments hereunder, including collection charges, if any, and all charges for repairs, supplies, parts and storage on said property up to the time this contract terminates are fully paid; that no transfer, renewal, extension or assignment of this contract, or of any interest thereunder, or injury to or loss or destruction of said property shall release Purchaser from his obligations hereunder; that Purchaser shall keep said property free from all liens, taxes and encumbrances, shall not use same or permit it to be used illegally, improperly, or for hire, or in any race or speed contest, shall not remove same or permit it to be removed from the State wherein this contract is executed without Seller's written permission, shall not transfer any interest in this contract or in said property, shall not make any material change in said property without Seller's written consent and shall maintain the same in good condition and repair, reasonable wear and tear thereof excepted. Seller may, but shall not be obliged so to do, keep said property insured in his favor in a company or companies selected by Seller against fire, theft and such other forms of insurance and in such amounts as Seller may require, and the Purchaser hereby authorizes the Seller to pay the premiums for such insurance, adding the same to the deferred principal balance then due hereunder, and the policies therefor shall be held by the Seller until this contract is fully performed, and the proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise shall be applied toward the replacement of the property or payment of this obligation, at the option of Seller, and Purchaser assumes all risks of damage to or loss or destruction of said property, whether insured against or not, and Purchaser agrees that all payments made by Seller for or on account of said property, including payment of all charges and taxes against same, shall be added to the amount due by Purchaser hereunder and become payable upon demand.

2. Should Purchaser fail or neglect to comply with any term or condition of this contract, or to make any payment provided for herein, when due or payable, or violate any of the provisions hereof, or should Purchaser become financially involved, or if Purchaser should misuse the property or commit any act for which the property might be confiscated or in case of any unusual or unreasonable depreciation in the value thereof, or in case Purchaser has made any misrepresentation as to his name, address or occupation, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may without notice to Purchaser, declare all of Purchaser's rights under this contract terminated, and without demand first made, and with or without legal process, immediately take possession of said property, together with all additions, equipment and accessories thereto, wherever the same may be found, using all necessary force so to do, and hold the same, together with title thereto, and Purchaser waives all claims for damages due or arising from or connected with any such taking. Should Seller take possession of such property, all the rights of Purchaser under this contract shall immediately terminate, and all payments theretofore made hereunder shall belong absolutely to Seller, and Purchaser shall pay to Seller all installments then delinquent upon this contract; upon any such termination, Seller may, if he so desires, but shall not be obliged so to do, sell said property at public or private sale, with or without notice to Purchaser (if given, notice by mail to Purchaser's address as given on this contract being sufficient), with or without having such property at the place of sale, and upon the terms and in such manner as Seller, or his assigns, may determine, and Seller or his assigns, may bid at any such sale. The net proceeds of any such sale shall be the remainder after deducting from the selling price all expenses for re-taking and conditioning, keeping and selling such property, including the attorney's fees aforesaid. In case the net proceeds from such sale, added to the payments theretofore made hereunder, do not cover the total payments required to be made by Purchaser hereunder, then Purchaser agrees to pay to Seller, on demand, such difference, with interest thereon from the date of sale at the highest rate for which parties may lawfully contract in the State in which this contract is executed. Purchaser hereby waives all statutes of limitation in any way affecting the time within which Seller may enforce its rights hereunder and the defense thereof.

3. If this agreement, the Seller's rights herein and the moneys payable hereunder are assigned to any person or corporation, it is agreed (a) that Purchaser shall be precluded from attacking the validity of this agreement, (b) that such assignee does not warrant the title to said property nor is a party to any warranties whatsoever, (c) that all moneys paid to such assignee shall remain the sole property of such assignee, and the Purchaser shall be precluded from recovering the same on any grounds, (d) that all moneys payable hereunder by Purchaser shall be paid to such assignee without recoupment, set-off, or counter claim. Should Seller assign this contract and Purchaser default in the performance of any obligations herein provided for, Seller may perform such obligations, and be subrogated as to all amounts paid.

4. Possession of said property shall give Purchaser no title or interest therein and no rights except as herein provided. If Purchaser shall fully comply with the terms, covenants and conditions of this contract, and make all of the payments as herein provided, Seller agrees to deliver to Purchaser bill of sale for said property, or deliver the original hereof stamped "paid." Time and each of the terms, covenants and conditions hereof are hereby declared to be of the essence of this contract, and acceptance by Seller of any payment hereunder, after the same is due, shall not constitute a waiver by him of this or any other provision of this contract.

5. Should Purchaser fail to make any payment herein required when due, Seller may refer the matter of the collection of such delinquent installments to any person or collection agency or to the collection department of Seller for collection, and if the same be so referred, Purchaser agrees to pay to Seller a reasonable collection charge.

6. It is understood and agreed that there is no representation or warranty that the "year model" of said property, as hereinbefore stated, correctly states the year in which said property was manufactured, but is merely used by the parties hereto for convenience in describing it. It is further understood and agreed that this contract contains the complete agreement between the parties hereto, that all negotiations on behalf of Seller have been carried on by an agent of Seller; that no representations or warranties, express or implied, have been made except those which are set forth in this agreement; that Purchaser hereby waives any and all claim against Seller growing out of any representation or warranty not specifically set forth herein; that Purchaser has made an independent investigation of the property and has relied solely upon his own investigation with reference thereto in entering into this contract, and has placed no reliance nor acted upon any representations or warranties upon the part of Seller or Seller's agent not specifically set forth herein.

7. Purchaser agrees to exhibit said property and allow inspection thereof at any time upon demand of Seller, and to notify Seller of any change of his address, and, should Purchaser fail so to do, he shall be liable for any costs incurred by Seller in locating Purchaser or said property, payment of which shall be made by Purchaser on demand.

8. This contract is executed in duplicate, of which, concurrently with the execution thereof, one (1) copy is delivered to Seller and one (1) copy is delivered to Purchaser, and the receipt of a copy of this contract is hereby acknowledged by Purchaser. This contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, subject, however, to the above restriction against assignment by Purchaser. If for any reason any clause or provision of this agreement should be held invalid, then the remaining clauses and provisions thereof shall be and remain in full force and effect nevertheless. Wherever in this agreement the singular is used it shall be deemed to include the plural and the masculine gender shall be deemed to include feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this.....day of....., 19....., at

City

State

Seller Sign Here

By..... Title.....

Purchaser's Sign Here

Witness.

Witness.

GUARANTY (BY ONE OTHER THAN THE DEALER)



UNIFORM STRAIGHT BILL OF LADING
ORIGINAL--NOT NEGOTIABLE
SOUTHERN PACIFIC LINES
SOUTHERN PACIFIC COMPANY — Pacific Lines
PACIFIC MOTOR TRUCKING COMPANY

Shipper's No. _____

Agent's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at _____ NOGALES ARIZ NOV 9th 1940. _____, 194

from _____ PACIFIC BROKERAGE CO.*

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to SRA ERNESTINA ELIAS CALLES 5182 BEDFORD DRIVE

Destination SAN DIEGO State of CALIFORNIA County of _____

Delivering Carrier _____ Car Initial _____ Car No. _____

SERVICE DESIRED: Door to Door (). Door to Depot (). Depot to Door (). Depot to Depot ().

[illegible]

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ 20.00

per 100#

PACIFIC BROKERAGE CO Shipper

Per W. H. C. A. 5

Permanent postoffice address of shipper.

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

①

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 authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time 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 tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on 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 in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.
- (c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight 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 required or done 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 train or vessel, or in time for any particular market 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 plus freight charges if paid 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 on whose line the loss, damage, injury or delay occurred, within nine months 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 of 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 coverage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.
- Sec. 4. (a) Property not removed by the party entitled to receive it within the free time 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 has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall 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, or, if shipped order notify, the name of the party to be notified, 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 said 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 time serves for 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 freight, demurrage, 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) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.
- 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 indorsed hereon.
- Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Sec. 7. The owner or consignee shall pay the freight and average, 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 by railroad 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 freight 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 consignor 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 reconsigned 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 so reconsigned 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 or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight 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 of 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. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.
- (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.
- (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.
- (d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.
- (e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.
- (f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.
- Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent 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.

(Revised August 1, 1930)



SOUTHERN PACIFIC COMPANY

**FREIGHT BILL FOR PREPAID CHARGES
SHIPPER'S RECORD
FOR TRANSPORTATION AND OTHER CHARGES AS FOLLOWS**

S-740-AA
FREIGHT BILL
NO.

STOP THIS CAR AT

P 1765

FOR
CAR INITIALS AND NUMBER

WAYBILL DATE

WAYBILL NO.

TO

STATION

STATE

FROM STATION NO. 1940

NAME

SP 66

STATE

SAN DIEGO CALIFORNIA

7721 NOGALES ARIZONA

FULL NAME OF SHIPPER

ROUTE (SHOW EACH JUNCTION AND CARRIER IN ROUTE ORDER TO
DESTINATION OF WAYBILL)

PACIFIC BROKERAGE CO

EL CENTRO SDAE

CONSIGNEE AND ADDRESS

SRA ERNESTINA ELIAS CALLES

FINAL DESTINATION AND ADDITIONAL ROUTING

DESCRIPTION OF ARTICLES AND MARKS

WEIGHT

RATE

FREIGHT

ADVANCES

PREPAID

1 TRUNK PER EFFECTS

R 134

176

2 36

2 36

REL 20 00 OUT

TO COLLECT

2 36

Nogales.Son.

Nov 13 de 1940

13

Señora Ernestina Elias Calles

A

5182 Bedford

Num 724

San Diego Cal.

TO

Pacific Brokerage Co

CUSTOM HOUSE AND COMMISSION BROKERS

M BONORAND

AGENTE ADUANAL
Nogales, Son.

DEBE
DR

1-petaca

Dollrs.-

Felte pagado a San Diego Cal.

\$ 2.36

Acarreos

.50

Cargador

.75

Comision

1.00

total

\$ 4.61

Pacific Freight Lines

301 W. G. F. 1177

Southern Pacific Freight Line

300 Bwy M. 7111

CANTIDAD QUE HEMOS CARGADO EN SU APRECIABLE CUENTA
WE HAVE CHARGED YOUR ACCOUNT WITH THIS AMOUNT

PACIFIC BROKERAGE COMPANY

AGENTES ADUANALES Y COMISIONISTAS
CUSTOMS HOUSE AND COMMISSION BROKERS

IMPORT AND EXPORT WAREHOUSING

AGENTES ADUANALES DEL F. C. SUD PACIFICO DE MEXICO
CUSTOMS BROKERS FOR THE S. P. DE M. R. R. CO.

P. O. Box 1269
NOGALES, ARIZ.

PURCHASING AGENTS
AGENTES DE COMPRAS

APARTADO No. 100
NOGALES, SON.

M BONORAND,
AGENTE ADUANAL

Nov. 14th, 1940.

Mrs. Ernestina Elias Calles,
5182 Bedford Drive,
San Diego, California.

Dear Madam:

Enclosed please find our Expense Bill number 724 for \$4.61 covering crossing charges on One trunk, recently crossed and reforwarded to you.

You will also please find enclosed Bill of Lading and Pre-Paid Freight Bill from the Southern Pacific Company covering this shipment.

Very truly yours,
Pacific Brokerage Company,

By-

J. W. Manson.-

-e-
Encls.-

RAILWAY EXPRESS AGENCY

INCORPORATED

UNIFORM EXPRESS RECEIPT—NON-NEGOTIABLE—TERMS AND CONDITIONS

1. The provisions of this receipt shall inure to the benefit of and be binding upon the consignor, the consignee and all carriers handling this shipment and shall apply to any reconsignment, or return thereof.

2. In consideration of the rate charged for carrying said property, which is dependent upon the value thereof and is based upon an agreed valuation of not exceeding fifty dollars for any shipment of 100 pounds or less and not exceeding fifty cents per pound, actual weight, for any shipment in excess of 100 pounds, unless a greater value is declared at the time of shipment, the shipper agrees that the company shall not be liable in any event for more than fifty dollars for any shipment of 100 pounds or less, or for more than fifty cents per pound, actual weight, for any shipment weighing more than 100 pounds, unless a greater value is stated herein. Unless a greater value is declared and stated herein the shipper agrees that the value of the shipment is as last above set out and that the liability of the company shall in no event exceed such value.

3. Unless caused by its own negligence or that of its agents, the company shall not be liable for—

- a. Difference in weight or quantity caused by shrinkage, leakage, or evaporation.
- b. The death, injury, or escape of live freight.
- c. Loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers, or other matter of extraordinary value, unless such articles are enumerated in the receipt.

4. Unless caused in whole or in part by its own negligence or that of its agents, the company shall not be liable for loss, damage or delay caused by—

- a. The act or default of the shipper or owner.
- b. The nature of the property, or defect or inherent vice therein.
- c. Improper or insufficient packing, securing, or addressing.
- d. The Act of God, public enemies, authority of law, quarantine, riots, strikes, perils of navigation, the hazards or dangers incident to a state of war, or occurrence in customs warehouse.
- e. The examination by, or partial delivery to the consignee of C. O. D. shipments.
- f. Delivery under instructions of consignor or consignee at stations where there is no agent of the company after such shipments have been left at such stations.

5. Packages containing fragile articles or articles consisting wholly or in part of glass must be so marked and be packed so as to insure safe transportation by express with ordinary care.

6. When consigned to a place at which the express company has no office, shipments must be marked with the name of the express station at which delivery will be accepted or be marked with forwarding directions if to go beyond the express company's line by a carrier other than an express company. If not so marked shipments will be refused.

7. As conditions precedent to recovery claims must be made in writing to the originating or delivering carrier within nine months after delivery of the property or, in case of failure to make delivery, then within nine months and fifteen days after date of shipment; and suits shall be instituted only within two years and one day after the date 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.

8. If any C. O. D. is not paid within thirty days after notice of non-delivery has been mailed to the shipper the company may at its option return the property to the consignor.

9. Free delivery will not be made at points where the company maintains no delivery service; at points where delivery service is maintained free delivery will not be made at addresses beyond the established and published delivery limits.

Special Additional Provisions as to Shipments Forwarded by Vessel from the United States to Places in Foreign Countries.

10. If the destination specified in this receipt is in a foreign country, the property covered hereby shall, as to transit over ocean routes and by their foreign connections to such destination, be subject to all the terms and conditions of the receipts or bills of lading of ocean carriers as accepted by the company for the shipment, and of foreign carriers participating in the transportation, and as to such transit is accepted for transportation and delivery subject to the acts, ladings, laws, regulations, and customs of overseas and foreign carriers, custodians, and governments; their employees and agents.

11. The company shall not be liable for any loss, damage, or delay to said shipments over ocean routes and their foreign connections, the destination of which is in a foreign country, occurring outside the boundaries of the United States, which may be occasioned by any such acts, ladings, laws, regulations, or customs. Claims for loss, damage or delay must be made in writing to the carrier at the port of export or to the carrier issuing this receipt within nine months after delivery of the property at said port or in case of failure to make such delivery then within nine months and fifteen days after date of shipment; and claims so made against said delivering or issuing carrier shall be deemed to have been made against any carrier which may be liable hereunder. Suits shall be instituted only within two years and one day after the date 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. Where claims are not so made, and/or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall not be liable.

12. It is hereby agreed that the property destined to such foreign countries, and assessable with foreign governmental or customs duties, taxes or charges, may be stopped in transit at foreign ports, frontiers or depositories, and there held pending examination, assessments and payments, and such duties and charges, when advanced by the company shall become a lien on the property.

To Destination Office

Consignee

Enter Date Shipped

Street Address or Non Agency Destination

Receipt Number

Name of Forwarding Office

Declared Value

Value Charges

(1708-H) San Diego, Calif.

(M)

Weight

Express Charges

Piece-s

Article

Description

Shipper

Class

Paid Beyond

C. O. D.

Shipper's Street Address

PREPAID
(Original)

Scale or Rate

Verified by

C. O. D. Service Charge
Write in YES or NO
X

SHIPPER'S PREPAID RECEIPT

(Form 5083-C)

NOTE—The Company will not pay over \$50, in case of loss, or 50 cents per pound, actual weight, for any shipment in excess of 100 pounds, unless a greater value is declared and charges for such greater value paid.

RAILWAY EXPRESS AGENCY

INCORPORATED

Received shipment described hereon, subject to the Classifications and Tariffs in effect on the date hereof, value herein declared by Shipper to be that entered in space hereon reading "Declared Value," which the Company agrees to carry upon the terms and conditions printed hereon, to which the Shipper agrees and as evidence thereof accepts this receipt.

Number Pieces

Hour

For the Company

5182 Bedford Dr.
San Diego, Calif.
Dic. 10 de 1940.

Pacific Brokerage Co.
Nogales, Arizona

Muy Sres. mios:

En días pasados MARSTON COMPANY, de esta ciudad, envió a Uds. un bulto que contiene:

1 Sobrecama de artisela y
1 Pad para cama

consignado a mi nombre. Les suplico enviar este bulto desde luego al Sr. Jorge Pasquel, Hamburgo 32, México, D. F., México y pasarle la cuenta a él.

Me urge saber si los otros paquetes que mandé a la Srita. Santa Cruz ya fueron remitidos a su destino. Si Uds. no han recibido estos paquetes, que son 4 en total, sírvanse ir a la RAILWAY EXPRESS AGENCY - Shipper's Prepaid Receipt is 2-97-49, y avisarme el resultado de su investigación.

Tambien mi hermana, La Sra. Almada, me recomienda les diga que todos los bultos de ella que reciban Uds. de San Diego, sean re-expedidos a su dirección de Culiacán y consignados al Sr. Jorge Almada.

De. Uds. att. y S. S.

(Sra.) Ernestina Calles

EC/gc

17
5182 Bedford Dr.
San Diego, California

Pacific Brokerage Co.
Nogales, Sonora, México

Muy Sres. míos:

Adjunto a Uds. giro postal por valor de \$4.61 que cubre la cuenta #724 que me enviaron por servicios prestados.

Por las Líneas Southern Pacific de esta población y por conducto de su agencia en Nogales, Arizona, le envío 4 bultos que consisten en 3 paquetes y una caja de sombreros; esta última contiene ropa usada nada más.

Le suplico remitir todo esto a:

Sra. Rosa Santa Cruz
Hamburgo 269 - Apto. 4
México, D. F., M

En vista de que tengo algún interés en la Agencia Aduanal de Pasquel confío que me darán precios especiales. La cuenta se servirá enviarmela a la dirección arriba anotada.

Si las llaves de mi baúl se quedaron allí, les suplico que las guarden en su poder, pues pronto pienso regresar mi baúl.

De Uds. atta. y S. S.

Ernestina Elias Calles

EEC/gc

5182 Bedford Dr.
San Diego, Calif.
Dic. 16 de 1940.

Pacific Brokerage Co.
Nogales, Arizona

Muy Sres. Mios:

Deseo saber si ya Uds. remitieron a la Srita. Rosa Santa Cruz, Hamburgo 267, México, D. F., los 3 primeros bultos más una sombrerera que les mandé a Uds. desde el mes pasado y que no han llegado hasta la fecha a su destino.

Posteriormente mandé a Uds., por conducto de Marston Co., 1 paquete conteniendo una cuilta y 1 pad para cama que en mi carta anterior les pedí enviaran al Sr. Jorge Pasquel, hamburgo 32, México, D. F.

De Marston Co. tambien mandé a Uds. 2 cajas conteniendo costurero y cajas guardarropa que deseo los envíen al mismo Sr. Pasquel. Por estas dos últimas remisiones suplico a Uds. pasar la cuenta al Sr. Jorge Pasquel.

Mucho me extraña que ninguna de mis anteriores haya tenido contestación de ninguna clase y espero que la presente corra mejor suerte.

De Uds. att. y S. S.

E. E. Calles, (Sra.)

EEC/gc

PACIFIC BROKERAGE COMPANY.

APARTADO No. 100
NOGALES, SON

M BONORAND,
AGENTE ADUANAL

AGENTES ADUANALES Y COMISIONISTAS
CUSTOMS HOUSE AND COMMISSION BROKERS

IMPORT AND EXPORT WAREHOUSING

AGENTES ADUANALES DEL F. C. SUD PACIFICO DE MEXICO
CUSTOMS BROKERS FOR THE S. P. DE M. R. R. CO.

P. O. Box 1269
NOGALES, ARIZ.

PURCHASING AGENTS
AGENTES DE COMPRAS

Diciembre 27 de 1940.

Sra. E. E. Calles.
5182 Bedford Dr.
San Diego California.

Muy estimada señora:

Nos referimos a su atenta carta de reciente fecha, para informarle que aún no hemos recibido los tres bultos y una sombrerera para la Señorita Rosa Santa Cruz de Mexico D. F., y tan pronto como sean en nuestro poder, tendremos el gusto de proceder a su despacho de acuerdo con sus instrucciones.

Por lo que respecta al paquete que nos envió por conducto la Marston Company, le manifestamos que con fecha 20 del actual, lo reexpedimos al Sr. Jorge Pasquel de Mexico D. F.

Hacemos de su conocimiento que las dos cajas que nos remitió también por conducto de la Marston Co., venían facturadas al Sr. Jorge Almada de Culiacan, y las reexpedimos de acuerdo con sus instrucciones, con fecha 20 del actual.

Sin otro asunto de momento, y pendientes de sus noticias, nos repetimos sus Afmos, Attos, amigos y Ss. Ss.

PACIFIC BROKERAGE.



rgs/

20
Sra. E. E. Calles
5182 Bedford Dr.
San Diego, Calif.

Enero 16 de 1941.

Pacific Brokerage Co.
Nogales, Arizona

Muy señores míos:

Ayer, por conducto de de la San Diego & Arizona Railway Co., envié a Uds.:

1 baúl y
1 maletita (suit case),

ambos conteniendo artículos y ropa de mi uso personal. Adjunto van las dos llaves respectivas.

Hace días mandé a Uds., por conducto de Marston Co., 1 - lámpara y 1 - mueble chico. Tanto lo anterior como esto último suplico a Uds. remitir a:

Sr. Jorge Pasquel
Hamburgo # 32
México - D. F.

y cobrar la cuenta a dicho Sr. Pasquel.

Me refiero de nuevo a los 3 paquetes y 1 sombrerera que les mandé por conducto de la Railway Express Agency el 22 de Nov. ppdo. y que Uds., en carta del 27 de Dic. último, me participan no haber podido aun localizar, para recomendarles una vez más buscar estos artículos perdidos en sus bodegas, pues aquí no he logrado tener éxito en mis investigaciones y, la Railway Express Agency cree muy posible que allí en sus bodegas se encuentren extraviados estos bultos. Si aparecen estos bultos, les deben remitir al Sr. Pasquel en igual forma que los primeros.

Como el baúl y maleta llevan ropa que mucho necesito, les recomiendo de manera muy especial remitirlos a su destino final sin pérdida de tiempo. Asimismo suplico a Uds. tomar nota exacta de la dirección a que deben hacer todos los envíos: Sr. Jorge Pasquel, Hamburgo 32, México, D. F., pues otros bultos que mandé a Uds. por conducto de Marston Co., equivocadamente fueron a dar a Culiacán (dirigidos a mi hermana). Por lo tanto y para evitar complicaciones, todo lo que yo les mande en lo sucesivo, debe ser remitido al Sr. Pasquel a la dirección ya citada así como también las cuentas.

De Uds. atta. y S. S.

EEC/gc

21
Sra. E. E. Calles
5182 Bedford Dr.
San Diego, Calif.

Enero 16 de 1941.

Pacific Brokerage Company
Nogales, Arizona

Muy Sres. mios:

Despues de haber escrito a Uds. la carta adjunta de igual fecha, recibí un llamado telefónico de la Railway Express Agency de esta ciudad en el que me dijeron que las

3 Cajas de carton y
1 sombrerera

que les remití el 22 de Noviembre ppdo., fueron entregadas a esa Pacific Brokerage el día 25 de Nov., es decir, el mismo mes a las 11 A. M., habiendo firmado el recibo un Sr. Coats.

Hoy hablé por teléfono desde San Diego a la Pacific Brokerage de Nogales Arizona, y la persona que me contestó rectificó que estos cuatro bultos se encuentran allí y agregó que solamente espera instrucciones mias para proceder al envío de esas cajas.

Sirvanse reexpedir las a:

Sr. Jorge Pasquel
Hamburgo 32
México, D. F.

y pasar la cuenta al mismo Sr. Pasquel.

Suplico les referir a la carta que me escribieron el 27 de Diciembre de 1940 para que se den cuenta de todas las molestias que ella ha originado con sus descuidos.

De Uds. att. y S. S.

EEC/gc

Charge to the account of

\$

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Pacific Freight Lines
301 West 9th St. F. 1177

Southern Pacific Freight Line
300 Bwy. M. 7111

Slaves casa Ferreira - (M. 6171)



5th & K Streets

San Diego, Calif.

FREIGHT BILL AND SHIPPING ORDER FORM

Permit No.

Truck No.

Job No.

Date

1/14/41

Page No.

23

CHARGE TO

FROM

CONSIGNEE

CITY

CITY

Truck Co.

LYON VAN & STORAGE CO.

Freight Bill No.

No. Pkgs

Kind

Description of Commodities

Weight

Rate

Charges

RECEIVED in good condition except as noted

C. O. D. Fee

C. O. D. Fee

DRIVER

HELPER

Advances

RECEIVED by consignee in good condition, except as noted

Other Chgs

Prepaid

BY

Total to Collect

None

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1, 1930.)

UNIFORM STRAIGHT BILL OF LADING

Original — Not Negotiable

Shipper's No. _____

Agent's No. _____

SAN DIEGO & ARIZONA EASTERN RAILWAY CO.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading,

at San Diego, California 1-14-1941
 from Mrs Ernestina E Calles 5182 Bedford Dr.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to Pacific Brokerage CoDestination Nogales Ariz State of _____ County of _____

Route _____

Delivering Carrier _____ Car Initial _____ Car No. _____

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (Subject to Correction)	Class or Rate	Check Column	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
1	Trunk Personal Eff				(Signature of consignor.)
1	Suit Case				
					If charges are to be prepaid, write or stamp here, "To be Prepaid."
					Received \$ _____ to apply in prepayment of the charges on the property described hereon.
					Agent or Cashier
					Per _____ (The signature here acknowledges only the amount prepaid.)
					Charges Advanced: \$ _____

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____.

Shipper.

Per E. G. Calles

1

Per

Lyon Van & Storage
a Cook

Permanent postoffice address of shipper _____

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

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 authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time 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 tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on 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 in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.
- (c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight 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 required or done 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 train or vessel, or in time for any particular market 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 plus freight charges if paid 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 on whose line the loss, damage, injury or delay occurred, within nine months 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 of 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 co-operation and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.
- Sec. 4. (a) Property not removed by the party entitled to receive it within the free time 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 has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall 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, or, if shipped order notify, the name of the party to be notified, 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 said 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 time serves for 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 freight, demurrage, 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) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.
- 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 indorsed hereon.
- Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Sec. 7. The owner or consignee shall pay the freight and average, 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 by railroad 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 freight 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 consignor 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 reconsigned 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 so reconsigned 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 or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight 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 of 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. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.
- (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.
- (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.
- (d) General Average shall be payable according to the York-Antwerp Rules of 1924. Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.
- (e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.
- (f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.
- Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent 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.

THIS MEMORANDUM

Shipper's No.

Agent's No.

SAN DIEGO & ARIZONA EASTERN RAILWAY CO.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Delivering Carrier _____ Car Initial _____ Car No. _____

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per.....

Shipper.

Agent

Per _____

Per _____

Permanent postoffice address of shipper

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

ERNESTINA ELIAS CALLES de P.

ERNESTINA
FOLDER

ORDER CATALOG NO. 50418R

DATE: PENDING

When transfer bins come
from Huntington Rand
transfer code catalog
11/30. Give 10%
extra thing space

A Free, Bureau Catalog
Huntington Rand
EST. 1913, NEW YORK