

T-1

Resolution No. STD- 1098

TRANSPORTATION DIVISION
TARIFF & LICENSE BRANCH
Tariff Section

Before the Public Utilities Commission of the State of California

RESOLUTION ORDERING DISPOSITION OF SPECIAL TARIFF DOCKET REQUESTS

Requests as identified hereinafter have been filed on the Special Tariff Docket for authority to make tariff changes for which permission of the Commission is requisite under provisions of the Public Utilities Code or orders of the Commission. Due consideration has been given to the representations contained in the verified requests, and good cause appearing, the following findings and order are made:

The Commission finds that the following requests are justified and should be granted subject to conditions specified in the orders which are attached hereto and by this reference made a part hereof:

Request and
Order No.

Request Filed By:

STD-9931

California Trucking Association and
National Motor Freight Traffic
Association, Inc., Agent

STD-9932

California Trucking Association and
National Motor Freight Traffic
Association, Inc., Agent

Resolution No. STD-1098
(Concluded)

The Commission finds that the following requests do not contain sufficient justification for the authority sought, and therefore should be denied without prejudice:

Request and
Order No.

Request Filed By:

None

The Commission finds that the following requests are of a nature not suitable for processing on the Special Tariff Docket, and therefore should be dismissed without prejudice:

Request and
Order No.

Request Filed By:

None

IT IS ORDERED that the aforesaid requests are granted, denied or dismissed, as the case may be, in accordance with the findings hereinbefore set forth, and as specified in the orders which are attached hereto and by this reference made a part hereof.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California, held on the ^{25th} day of March, 1987, the following Commissioners voting favorably thereon.

Commissioner John B. Ohanian,
present but not participating.

STANLEY W. HULETT
President

DONALD VIAL
FREDERICK R. DUDA
G. MITCHELL WILK
Commissioners


Executive Director of the
Public Utilities Commission of the State of California

Order No. STD-9931

Before the Public Utilities Commission of the State of California

Request filed by:

California Trucking Association and
National Motor Freight Traffic
Association, Inc., Agent

}
Special Tariff Docket
Request Numbered Same as
Order Number Above.

In conformity with the findings and order made by the Commission in a resolution entered this day, the request, copy of which is attached hereto and by this reference made a part hereof, is granted, subject to the following conditions:

Supplement 10 to the National Motor Freight Classification NMF 100-N shall be adopted not earlier than March 28, 1987, on not less than one day's notice and its provisions may be made applicable to the tariffs of highway common carriers and express corporations which participate in and are listed in the classification.

The authority herein granted is limited strictly to its terms, and shall expire unless the tariff provisions authorized herein are published and filed in the San Francisco office of this Commission within ninety days after the date hereof. The item of tariff or supplement issued pursuant to this order shall bear reference to this order in substantially the following form:

"Authorized by Cal. P.U.C. Order No. STD-9931."

This order issued March 25, 1987, by the Public Utilities Commission
of the State of California by the adoption of the resolution of which this order is a part.

Commissioner John B. Ohanian,
present but not participating.

STANLEY W. HULETT
President
DONALD VIAL
FREDERICK R. DUDA
G. MITCHELL WILK
Commissioners


Executive Director of the
Public Utilities Commission of the State of California

Order No. STD- 9932

Before the Public Utilities Commission of the State of California

Request filed by:

California Trucking Association and
National Motor Freight Traffic
Association, Inc., Agent

Special Tariff Docket
Request Numbered Same as
Order Number Above.

In conformity with the findings and order made by the Commission in a resolution entered this day, the request, copy of which is attached hereto and by this reference made a part hereof, is granted, subject to the following conditions:

Supplement 11 to the National Motor Freight Classification NMF 100-H shall be adopted not earlier than March 28, 1987, on not less than one day's notice and its provisions may be made applicable to the tariffs of highway common carriers and express corporations which participate in and are listed in the classification.

The authority herein granted is limited strictly to its terms, and shall expire unless the tariff provisions authorized herein are published and filed in the San Francisco office of this Commission within ninety days after the date hereof. The item of tariff or supplement issued pursuant to this order shall bear reference to this order in substantially the following form:

"Authorized by Cal. P.U.C. Order No. STD-9932."

This order issued March 25, 1987, by the Public Utilities Commission of the State of California by the adoption of the resolution of which this order is a part.

Commissioner John B. Ohanian,
present but not participating.

STANLEY W. HULETT
President
DONALD VIAL
FREDERICK R. DUDA
G. MITCHELL WILK
Commissioners

Executive Director of the
Public Utilities Commission of the State of California



State of California

Memorandum

Date : March 10, 1987

To : The Commission
(Meeting of March 25, 1987)

From : Public Utilities Commission—San Francisco --T. H. Peceimer, Principal
Tariff & License Branch

File No.:

Subject: T-1

SPECIAL TARIFF DOCKET RESOLUTION NO. 1098

STD-9931 - California Trucking Association and National Motor Freight Traffic Association, Inc., Agent

Requests authority for the adoption of Supplement 10 to the National Motor Freight Classification NMF 100-M concurrent with the national effective date of March 28, 1987, and to make such provisions applicable to the tariffs of highway common carriers and express corporations which participate in and are listed in the classification.

STD-9932 - California Trucking Association and National Motor Freight Traffic Association, Inc., Agent

Requests authority for the adoption of Supplement 11 to the National Motor Freight Classification NMF 100-M concurrent with the national effective date of March 28, 1987, and to make such provisions applicable to the tariffs of highway common carriers and express corporations which participate in and are listed in the classification.

Recommended Denial

NONE

Recommended Dismissal

NONE

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SPECIAL TARIFF DOCKET REQUEST FOR
THE ADOPTION OF SUPPLEMENT II
THE GOVERNING CLASSIFICATION NMF 100-M

SPECIAL TARIFF DOCKET NO. 9932

The request of CALIFORNIA TRUCKING ASSOCIATION AND NATIONAL MOTOR FREIGHT TRAFFIC ASSOCIATION, INC., AGENT, whose post office addresses are:

California Trucking Association
1251 Beacon Boulevard
West Sacramento, CA 95691

and

National Motor Freight Traffic
Association, Inc., Agent
2200 Mill Road
Alexandria, Virginia 22314

Communications and correspondence in regard to this filing are to be addressed to:

Charles D. Gilbert
California Trucking Association
24301 Southland Drive, #602
Hayward, CA 94545

I

Respectfully shows:

Highway common carriers and express corporations are operating as common carriers pursuant to the authority of the Commission and in accordance with tariffs filed with this Commission; which tariffs are also subject to and governed by the National Motor Freight Classification NMF 100-M and supplements thereto.

II

An order is requested for the adoption of Supplement 11 to the National Motor Freight Classification NMFC 100-H and to make such provisions applicable to the tariffs of highway common carriers and express corporations, which participate in and are listed in its Classification under authority of power of attorney. It is further requested that such authorization be concurrent with the national effective date of March 28, 1987 on one day's notice; that all common carriers be authorized and directed to establish such changes as may be prescribed in class and commodity rates and charges in connection with the transportation of exempt commodities; that common carriers be authorized to depart from Sections 460 and 461.5 of the Public Utilities Code and appropriate long and short haul provisions of the Constitution of the State of California to the extent necessary to carry into effect such changes; that all such changes be approved and adopted for application with the various tariffs; that any related revisions in numbering, referencing or format in the various tariffs, incidental to such changes, be authorized and established; and for such other and further orders as may be deemed reasonable and proper.

III

The governing classification is periodically revised to correct technical inadvertencies and omissions that have been discovered in the publication of prior supplements and in order to keep the publication responsive to the current conditions and needs of commerce in the transportation of property by highway carriers. The procedures available to shippers and carriers to initiate such revisions and to otherwise protect their interests are known to the Commission and to such parties. Such procedures provide parties with

"...fair and full opportunity for public hearings for determination of changes and revisions as required." (Decision 74310 dated June 25, 1968, and as revised and amended by Decision 87498 dated June 21, 1977). To properly reflect intended results following such processes, the National Motor Freight Traffic Association, Inc., Agent, has authorized revisions which are published in supplemental form set forth in Exhibit A. This supplement is scheduled to take effect March 28, 1987 unless otherwise provided therein, for application to tariffs covering areas other than California. The purpose of this filing is to obtain the authority necessary to make such provisions applicable to tariffs subject to jurisdiction of the California Public Utilities Commission and to promote the national uniformity and standardization in billing and collection practices found appropriate and desirable in the Commission's Decision 74310.

Attached hereto and by this reference made a part of this filing are the following exhibits detailing such revisions:

EXHIBIT A - Copy of Supplement 11 to National Motor Freight Classification NMF 100- M

EXHIBIT B - Summary of changes

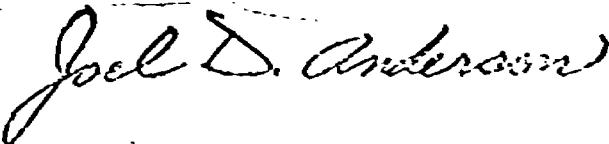
Certain changes in rates, ratings rules, regulations or charges will result from the adoption of Supplement 11. A summary of such changes, including an explanation of the reasons for the proposed changes, is set forth in Exhibit B.

In addition to the justification of proposals set forth herein, Applicant refers to the facts and allegations set forth in Petition 401, as though reiterated herein. Said filings set forth the broader purposes and justifications for the program of classification revisions which will be

implemented by approval of this instant filing, subject to the protection restriction suggested in the aforesighted filing.

In addition, the Commission through its Executive Director, has directed that classification changes be processed under the procedure and format of General Order 109 (see letter dated June 21, 1977). This filing is made in response to such directive.

I hereby certify, under penalty of perjury, that the foregoing is true and correct.



JOEL D. ANDERSON, Assistant to Executive Vice
President
Dated at 1251 Beacon Boulevard, West
Sacramento, California 95691 this 4th
day of March, 1987.

EXHIBIT A

(Consists of 4 pages)

SUPPLEMENT 11

TO

NATIONAL MOTOR FREIGHT CLASSIFICATION

NMF 100-H

SUPPLEMENT 11
TO
NMF 100-M

ICC NMF 100-M
FMC-F-24

APSC 23	IL DOT 24	DIV OT M 23	PUBNS 23	TPSO 24
ACC 24	KCC 24	Mont PSC 23	PUCC-NMF 100-M	RCT 24
ATC 24	KY DOT 23	NPSO 24	CC Okla 24	PSCU 24
Cal PUC 24	LPSC 24	PSCN 24	PUC Ore 23	VPSC 24
PUC Colo 23	MDT Man 24	NHPUC 24	Freight Pa PUC 24	MF-YCC 24
Conn PUC-MF 24	MF-PSC MJ 24	PUCNJ 24	PTCB 24	WHT 23
GPSC 23	MDPUNo. 1	SOCCNM 24	PSCSC 24	MF-PSC-W Va 23
IPUC 24	MPSC-NMF 100-M	DOT-NY-MT 23	RIOPU 1	PSC Wisc 23
MF-JLL CC 24	MTRB 23	NCUC 23	SOPUC 23	Wyo PSC 23
PSCI TR 24	MC 24	NDPSC 24		

(Supplements 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 contain all changes)

NATIONAL MOTOR FREIGHT TRAFFIC
ASSOCIATION, INC., AGENT

CLASSES AND RULES

APPLYING ON
FREIGHT TRAFFIC COVERED BY TARIFFS
GOVERNED BY THIS CLASSIFICATION
AS SUCH TARIFFS MAY PROVIDE

NATIONAL MOTOR
FREIGHT CLASSIFICATION

ISSUED FEBRUARY 26, 1987

EFFECTIVE MARCH 28, 1987
(Except as otherwise provided herein)

The provisions published herein will not, if effective, result in an effect on the quality of the human environment.

ISSUED BY

MARTIN E. FOLEY, Issuing Officer
2200 Mill Road
Alexandria, VA 22314

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Inquiries concerning subscriptions to this publication should be addressed to the ATA Traffic Department, 2200 Mill Road, Alexandria, VA 22314 (Subscription price per copy — \$33.55).

SUPPLEMENT 11 TO NMF 100 M

RULES

~~(c) Cancels "Straight Bill of Lading" appearing on page 315 of the classification and page 12 of Supplement 10.~~

**STRAIGHT BILL OF LADING
ORIGINAL • NOT NEGOTIABLE**

Mark as P-1 or P-2 If applicable, indicate Headache Migraine or Headache Migraines as defined by the Department of Transportation's Regulations governing the transportation of dangerous materials. If this is the case, it is an optional method for identifying dangerous materials as tonnage or by filing Form 172-2024, Part 1, of Title 49, Code of Federal Regulations. Also, when identifying dangerous materials as tonnage, a specific identification statement prescribed in Section 172-2024 of the Federal Regulations must be indicated on the bill of lading unless a specific exception from such statement is provided in the Specific Instructions section of the bill of lading.

For explanation of abbreviations and reference marks, see last page of this supplement.

SUPPLEMENT II TO NMF 100-M

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

Abbreviation or Reference Mark	EXPLANATION	Abbreviation or Reference Mark	EXPLANATION
AQ	Any quantity	&	and
ASTM	American Society for Testing and Materials	*	Degree
Avdp.	Avoirdupois	%	Indicates percent
B&SG	Brown & Sharpe gauge	●	Indicates commodity or commodities may be subject to special federal regulations concerning the shipping of hazardous materials. See Item 640 herein.
BWG	Birmingham wire gauge	↓	Indicates reduction
°C	degree Centigrade (Celsius)	↑	Indicates increase
cm	centimeter, centimeters	▲	Indicates change in wording which results in neither increases nor reductions
COD	Collect on Delivery	△	Matter in this item is brought forward without change in application from item being canceled
Cont.	Continued	*	Indicates new item
cu.	Cubic	v	Indicates mixed articles entry
cu. ft.	Cubic foot, Cubic feet	④	Addition to index
DOT	Department of Transportation	⑤	Eliminate from index
d/b/a	doing business as	⑥	Change in index
etc.	Etcetera (and other things, or the rest; and so forth)	⑦	Subject to expiration date shown in Item 535
°F	degree Fahrenheit	⑧	Indicates water carrier operating under ICC jurisdiction
FMC	Federal Maritime Commission	⑨	Applicable only on Georgia Intrastate traffic.
g	gram	⑩	Indicates railroad
HMT	Hazardous Materials Tariff as defined in Item 540	⑪	Carrier's participation canceled. No further application.
ICC	Interstate Commerce Commission	⑫	Indicates freight forwarder
incl.	inclusive	⑬	Under postponement
KD	Knocked down	⑭	Under suspension or suspension supplement
kg	kilogram	⑮	Suspension vacated by Order of the Georgia Public Service Commission of November 6, 1985.
L	liter	⑯	Contains only portion under suspension
LTL	Less than truckload. Does not apply to classes designated in MW column as AQ	⑰	Except portions under suspension
m	meter	⑱	Indicates correction of printing error.
ml	milliliter	†	To the extent authorized, applicable only for the account of other than motor common carriers participating in this tariff.
mm	millimeter	††	Applicable only for the account of motor common carriers participating in this tariff.
MW	Minimum weight factor, see Item 997	‡	Provisions of this item applicable only on interstate shipments.
min. wt.	Minimum weight	§	See 'Notice of General Application on Interstate Shipments,' appearing on page 3 of tariff.
NMFC	National Motor Freight Classification	¶	Effective July 31, 1986. Cancellation of charges for interstate shipments is in compliance with the Order of the Interstate Commerce Commission dated March 14, 1983 in L & S Docket No. M-29788, <i>Change For Shipments Moving on Order-Notify Bill of Lading - N.M.F.T.A.</i>
No/	Not more specifically described herein	I	Effective December 31, 1986.
o/a	operating as	①	Reissued from Supplement I; effective May 10, 1986.
oz.	Ounces	②	Effective April 4, 1987, except as otherwise provided herein.
psi	pounds per square inch	③	Effective April 11, 1987.
qt.	quart	④	Effective April 4, 1987.
RSoR	Classed the same or lower		
r.p.m.	Revolutions per minute		
Sec.	Section		
sq.	Square		
sq. ft.	Square foot, Square feet		
sq. in.	Square inch		
SU	Setup		
t/a	Trading as		
TL	Truckload. Does not apply to classes designated in MW column as AQ		
t/d/b/a	Trading and doing business as		
U.S.	United States		
U.S.S.G.	United States Standard Gauge		
viz.	Namely		
Vol.	Volume		
vs.	versus		

NEVADA INTRASTATE APPLICATION

All provisions of this Supplement applying on Nevada intrastate traffic become effective on April 18, 1987.

—finis—

EXHIBIT 8

(Consists of 1 pages)

SUMMARY OF CHANGES
IN
NATIONAL MOTOR FREIGHT CLASSIFICATION
NMF 100-S
AS SET FORTH
IN SUPPLEMENT 11
(EXHIBIT A hereof)

Re: Appendix to Supplement 11 to NMF 100-M

Gentlemen:

Listed below is a summary of changes being proposed in this Supplement and an explanation of the change with the National Classification Committee's reason for the proposed change.

BILL OF LADING

The Bill of Lading format as shown on page 312 of the National Motor Freight Classification 100-M is amended by changing the preface statement to read in part: 'Received, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this bill of lading, etc.' This change is in the interest of tariff clarification to indicate that the contract or bill of lading information is that which is 'lawfully filed' by the carriers. This change is the result of Docket 869, Subject 5.

In addition, because of a printing error in Supplement 10, the bill of lading format as shown on page 12 of Supplement 10 is being reprinted with the correct reference as to where this bill of lading is shown in NMF 100-M.

Respectfully submitted,

NATIONAL MOTOR FREIGHT TRAFFIC
ASSOCIATION, INC.

Martin E. Foley

Martin E. Foley, Issuing Officer
National Motor Freight Classification

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SPECIAL TARIFF DOCKET REQUEST FOR
THE ADOPTION OF SUPPLEMENT 10
THE GOVERNING CLASSIFICATION NMF 100-M

SPECIAL TARIFF DOCKET NO. 9931

The request of CALIFORNIA TRUCKING ASSOCIATION AND NATIONAL MOTOR FREIGHT TRAFFIC ASSOCIATION, INC., AGENT, whose post office addresses are:

California Trucking Association
1251 Beacon Boulevard
West Sacramento, CA 95691

and

National Motor Freight Traffic
Association, Inc., Agent
2200 Mill Road
Alexandria, Virginia 22314

Communications and correspondence in regard to this filing are to be addressed to:

Charles D. Gilbert
California Trucking Association
24301 Southland Drive, #602
Hayward, CA 94545

I

Respectfully shows:

Highway common carriers and express corporations are operating as common carriers pursuant to the authority of the Commission and in accordance with tariffs filed with this Commission; which tariffs are also subject to and governed by the National Motor Freight Classification NMF 100-M and supplements thereto.

II

An order is requested for the adoption of Supplement 10 to the National Motor Freight Classification NMF 100-H and to make such provisions applicable to the tariffs of highway common carriers and express corporations, which participate in and are listed in its Classification under authority of power of attorney. It is further requested that such authorization be concurrent with the national effective date of March 28, 1987 on one day's notice; that all common carriers be authorized and directed to establish such changes as may be prescribed in class and commodity rates and charges in connection with the transportation of exempt commodities; that common carriers be authorized to depart from Sections 460 and 461.5 of the Public Utilities Code and appropriate long and short haul provisions of the Constitution of the State of California to the extent necessary to carry into effect such changes; that all such changes be approved and adopted for application with the various tariffs; that any related revisions in numbering, referencing or format in the various tariffs, incidental to such changes, be authorized and established; and for such other and further orders as may be deemed reasonable and proper.

III

The governing classification is periodically revised to correct technical inadvertencies and omissions that have been discovered in the publication of prior supplements and in order to keep the publication responsive to the current conditions and needs of commerce in the transportation of property by highway carriers. The procedures available to shippers and carriers to initiate such revisions and to otherwise protect their interests are known to the Commission and to such parties. Such procedures provide parties with

"...fair and full opportunity for public hearings for determination of changes and revisions as required." (Decision 74310 dated June 25, 1968, and as revised and amended by Decision 87498 dated June 21, 1977). To properly reflect intended results following such processes, the National Motor Freight Traffic Association, Inc., Agent, has authorized revisions which are published in supplemental form set forth in Exhibit A. This supplement is scheduled to take effect March 28, 1987 unless otherwise provided therein, for application to tariffs covering areas other than California. The purpose of this filing is to obtain the authority necessary to make such provisions applicable to tariffs subject to jurisdiction of the California Public Utilities Commission and to promote the national uniformity and standardization in billing and collection practices found appropriate and desirable in the Commission's Decision 74310.

Attached hereto and by this reference made a part of this filing are the following exhibits detailing such revisions:

EXHIBIT A - Copy of Supplement 10 to National Motor Freight Classification NMF 100- M

EXHIBIT B - Summary of changes

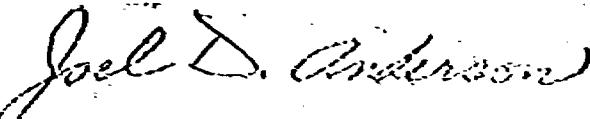
Certain changes in rates, ratings rules, regulations or charges will result from the adoption of Supplement 10. A summary of such changes, including an explanation of the reasons for the proposed changes, is set forth in Exhibit B.

In addition to the justification of proposals set forth herein, Applicant refers to the facts and allegations set forth in Petition 401, as though reiterated herein. Said filings set forth the broader purposes and justifications for the program of classification revisions which will be

implemented by approval of this instant filing, subject to the protection restriction suggested in the aforesighted filing.

In addition, the Commission through its Executive Director, has directed that classification changes be processed under the procedure and format of General Order 109 (see letter dated June 21, 1977). This filing is made in response to such directive.

I hereby certify, under penalty of perjury, that the foregoing is true and correct.



JOEL D. ANDERSON, Assistant to Executive Vice
President
Dated at 1251 Beacon Boulevard, West
Sacramento, California 95691 this 25th
day of February, 1987.

EXHIBIT A

(Consists of 15 pages)

SUPPLEMENT 10

TO

NATIONAL MOTOR FREIGHT CLASSIFICATION

NMF 100-M

SUPPLEMENT 10
TO
NMF 100-M

ICC NMF 100-M
FMC-F-24

APSC 23	IS DOT 24	DIV OT Mo 23	PUBNS 23	TPSC 24
ACC 24	KCC 24	Mont PSC 23	PUO-NMF 100-M	RCT 24
ATC 24	KY DOT 23	NFSC 24	CC Okla 24	PSCU 24
C&P PUC 24	LPSC 24	PSCN 24	PUC Ore 23	VPSC 24
PUC Colo 23	MDT Md 24	NSPUC 24	Freight Pa PUC 24	NF-VOC 24
Conn PUC-NF 24	NF-PSC NJ 24	PUCNJ 24	PTCB 24	WT T 23
GPSC 23	NDPU No. 1	SOCHM 24	PSCSC 24	NF-PSC-W Va 23
IPUC 24	NPSC-NMF 100-M	DOT-NY-MT 23	RIOPU 1	PSC Wis 23
NF-IL CC 24	MTRB 23	NCUC 23	SDPUC 23	Wyo PSC 23
PSCI TR 24	MC 24	NDPSC 24		

(Supplements 2, 3, 4, 5, 6, 7, 8, 9 and 10 contain all changes)

NATIONAL MOTOR FREIGHT TRAFFIC
ASSOCIATION, INC., AGENT

CLASSES AND RULES

APPLYING ON
FREIGHT TRAFFIC COVERED BY TARIFFS
GOVERNED BY THIS CLASSIFICATION
AS SUCH TARIFFS MAY PROVIDE

NATIONAL MOTOR
FREIGHT CLASSIFICATION

ISSUED FEBRUARY 26, 1987

EFFECTIVE MARCH 28, 1987
(Except as otherwise provided herein)

The provisions published herein will not, if effective, result in an effect on the quality of the human environment.

ISSUED BY

MARTIN E. FOLEY, Issuing Officer
2200 Mill Road
Alexandria, VA 22314

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Inquiries concerning subscriptions to this publication should be addressed to the ATA Traffic Department, 2200 Mill Road, Alexandria, VA 22314 (Subscription price per copy — \$33.55).

SUPPLEMENT 10 TO NMF 100-M

LIST OF SUBJECTS IN THIS SUPPLEMENT WITH EFFECTIVE DATES OTHER THAN SHOWN ON TITLE PAGE

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Item 156602-C (see reference mark D)	14
Item 156602-C (see reference mark E)	14
Item 156608-B (see reference mark E)	14
Item 156675-A (see reference mark E)	14
Item 156847-A (see reference mark E)	14
Item 156849-A (see reference mark E)	14
Item 187645-A (see reference mark E)	14
Item 187646-A (see reference mark E)	14
Item 187660-A (see reference mark E)	14
Item 187680-A (see reference mark E)	14
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PLAN OF CONTENTS

As information to the tariff user, the contents of this supplement are shown below in the order in which such contents appear in this supplement.

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Classification of articles	13, 14
Explanation of abbreviations and reference marks	15

AUTHORITIES FOR DEPARTURE FROM TERMS OF STATE COMMISSIONS' REGULATIONS

(Issued under special permission of the Iowa Department of Transportation, File L-3568, dated June 25, 1952.)

(Issued under special permission of the Maine Public Utilities Commission, XT-252, of July 5, 1961.)

(Issued under special permission of the Michigan Public Service Commission, MV 960, as amended June 13, 1961.)

(Issued on one day's notice under Missouri Division of Transportation Authority 11,775 of June 16, 1961.)

(Issued under special authority 2013 of the Public Service Commission of Nevada of August 17, 1961.)

(Issued under authority of Rule 5(e), New York State Department of Transportation, Circular 106.)

(Issued under special permission of the Public Utilities Commission of Ohio T-4106 of June 15, 1961.)

(Effective on less than statutory notice by Pennsylvania Public Utility Commission Special Permission 25776 of June 20, 1961.)

(Issued under special permission of the South Dakota Public Utilities Commission, Authority 625.)

(Issued under special permission of the Wisconsin Public Service Commission, MV-4558 of June 15, 1961.)

CALIFORNIA INTRASTATE ONLY

Supplements 2, 3, 4, 5, 6, 7, 8, 9 and 10 contain all changes.

The provisions of	NMF 100-M, Cal PUC 24, were authorized by Cal PUC Order No.	Order dated
Reissue NMF 100-M	9916	May 7, 1986
Supplement 1 to NMF 100-M	9917	May 7, 1986
Supplement 2 to NMF 100-M	9919	May 28, 1986
Supplement 3 to NMF 100-M	9920	June 25, 1986
Supplement 4 to NMF 100-M	9921	August 18, 1986
Supplement 5 to NMF 100-M	9923	October 1, 1986
Supplement 6 to NMF 100-M	9924	November 5, 1986
Supplement 7 to NMF 100-M	9927	January 13, 1987
Supplement 8 to NMF 100-M		
Supplement 9 to NMF 100-M		
Supplement 10 to NMF 100-M		

SUPPLEMENT 10 TO NMFC 100-M

NEVADA INTRASTATE APPLICATION

All provisions of this Supplement applying on Nevada Intrastate traffic become effective on April 10, 1987.

PARTICIPATING INTERSTATE CARRIERS

Refer to pages 5 to 10, inclusive, of classification and as heretofore amended, and add (except as noted) the following carriers as participants to this classification under authority of powers of attorney issued to National Motor Freight Traffic Association, Inc., April 10. The participation of each motor carrier named herein is limited, on interstate and foreign commerce, to provisions of this classification applying on the articles and commodities the carrier is authorized to transport.

Carrier "Alpha" Code	CARRIER	Condi- tions or Docket No. MO
CWSE CON-WAY SOUTHERN EXPRESS, INC., Palo Alto, CA	194181	

CUMULATIVE LIST OF ITEMS AND NUMBERED PACKAGES IN SUPPLEMENTS

Items and numbered packages in the original classification which have been amended in this supplement and previous supplements and new provisions which have been added in this supplement and previous supplements are shown below.

ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP
222-A	7	30240-A	5	49210-A	9	68720-A	8	80440-B	6	101260-B	6
258-A	3	30242-A	5	49212-A	9	68740-A	8	80470-A	6	101262-B	5
291-A	2	30820-A	6	49214-A	9	68760-A	8	80472-B	6	101263-B	6
350-B	6	32000-A	5	50220-A	3	68780-A	8	80473-B	6	101620-A	6
421-A	3	32060-A	5	50222-A	3	68800-A	8	80474-B	6	103000-A	8
430-B	6	32062-A	5	50340-A	3	68840-A	8	80475-B	6	103090-A	8
500-B	6	32064-A	5	50750-A	3	69310-B	6	80476-B	6	103092-A	8
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4522-C	8	33570-D	8	65760-B	8	72008-H	10	82132-B	6	*108005	6
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14830-A	5	35155-A	5	56035-A	3	72182-A	3	82300-A	3	*108326	3
14832-A	5	35157-A	5	*56040	3	72400-A	10	82560-A	6	108700-A	5
15020-A	6	35160-A	5	*56041	3	72402-A	10	82640-A	3	108721-A	5
17800-B	6	35162-A	5	*56042	3	72600-R	8	82641-A	3	108820-A	5
17802-B	6	*35385	6	56150-A	8	72602-C	8	82642-A	3	108822-A	5
18060-A	5	*35388	6	56290-A	8	72760-A	6	82643-A	3	108920-A	5
18062-A	5	35600-C	8	56291-A	8	72762-A	6	83900-A	2	108922-A	5
18064-A	5	*35750	3	56292-A	8	72785-A	7	83902-A	2	109000-A	6
18066-A	5	36090-A	8	56293-A	8	72787-A	7	83903-A	2	109050-A	6
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18390-A	6	38358-A	6	57090-A	6	73810-B	3	86500-A	6	111400-A	7
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18632-A	6	40550-A	5	57300-A	5	74491-B	6	86516-A	5	114000-F	10
18634-A	6	40570-A	5	68420-A	3	74710-A	3	86522-A	6	*114225	3
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20360-A	8	40640-A	5	60600-E	9	77002-A	8	87600-A	3	114935-A	3
22150-A	8	40642-A	5	60602-E	9	77004-A	8	87612-A	3	114988-A	3
22260-A	8	40644-A	5	*81045	3	77140-A	8	88420-A	3	116020-A	6
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25400-B	5	42600-A	4	82802-A	3	79500-A	8	89150-A	9	120780-A	6
25855-A	5	42602-A	4	63034-A	7	79600-D	9	89152-A	9	120781-A	6
25856-A	5	43220-A	4	63035-B	9	79602-D	9	89850-A	5	120885-A	6
26280-A	3	*47750	4	*63041	7	80020-A	6	89900-A	6	120888-A	6
26282-A	3	*47751	4	63250-A	4	80022-B	6	100200-A	6	120887-A	6
28120-A	6	48580-B	6	63470-A	8	80080-A	6	100240-A	6	120888-A	6
28340-A	6	48582-B	6	63472-A	8	80082-B	6	100262-A	5	124000-B	3
28342-A	6	48584-B	6	63478-A	8	80200-B	8	100272-A	6	124260-B	3
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For explanation of abbreviations and reference marks, see last page of this supplement.

SUPPLEMENT 10 TO NMF 100-1

CUMULATIVE LIST OF ITEMS AND NUMBERED PACKAGES IN SUPPLEMENTS

Items and numbered packages in the original classification which have been amended in this supplement and previous supplements and new provisions which have been added in this supplement and previous supplements are shown below.

ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP	ITEM	SUP	PACKAGES	SUP
125140-A	4	149995-B	9	*160450	3	*177672	4	187848-A	10	2317	7
133300-A	6	149997-B	9	181500-C	6	*177674	4	187680-A	10	2330	6
137400-A	6	152000-B	6	181580-A	3	177680-A	6	187680-A	10	2365	3
137452-A	5	152200-A	6	181582-A	3	177682-A	6	187682-A	10	2375	6
137454-A	5	154300-A	6	*181650	6	177684-A	5	188500-B	6	2405	3
137456-A	5	156100-A	3	163900-A	3	177684-A	4	188520-A	5	2406	8
141600-A	9	156240-A	3	184160-A	3	178350-A	7	188984-A	6	2421	4
141760-A	9	156500-C	10	165100-A	5	178500-A	7	188966-A	6	2434	6
141820-A	9	156502-C	10	165330	5	*178530	7	189540-A	6	2438	3
142700-A	7	156600-B	10	170000-A	5	*178531	7	189542-A	5	2439	3
142712-A	7	156602-C	10	170530-A	5	*178532	7	189570-A	6	2440	5
142790-A	7	156609-B	10	170552-A	5	178570-A	7	189572-A	6	2441	5
*142791	7	156675-A	10	170554-A	5	178571-A	7	189574-A	5	2442	6
*142792	7	156847-A	10	170700-A	9	178740-A	8	189576-A	6	2443	6
144600-A	9	156849-A	10	170820-A	9	178760-A	8	198340-B	9	2444	7
145100-A	9	*156870	7	171600-A	8	179725-A	3	199230-A	9	2445	8
145112-A	9	157180-A	6	171720-A	6	180760-C	7	199590-A	4	2446	8
145114-A	9	157182-A	6	172600-A	8	181270-A	6			2447	9
145600-A	5	157300-A	7	172602-A	8	181590-A	7	PACKAGES	SUP	64F	8
148250-A	5	157320-A	7	172603-A	8	181592-A	7			133F	8
147000-A	5	157342-A	7	175900-A	3	181840-A	2	979	9	134F	6
147220-A	5	157343-A	7	175902-A	3	183550-A	3	1019	9	135F	2
147222-A	5	157344-A	7	176640-A	3	184850-A	3	1082	2	136F	3
149500-B	9	157346-A	7	176950-A	6	187600-A	10	2257	7	137F	9
149980-B	9	157352-A	7	*177670	4	187645-A	10				

INDEX TO ARTICLES

Refer to the Index to Articles appearing on pages 5-8 in Supplement 9 and make the following additions, changes and deletions.

ARTICLE	Item	ARTICLE	Item	ARTICLE	Item	
B		Cases (Cont'd):		Fittings (Cont'd):		
Bags:		Carrying, archery box, aluminum	187645	Pipe, plastic	156847, v157004	
Boxing ball	187645	Carrying, camera	187645	Pipe, plastic or rubber	156600, v157004	
Boxing shoe	187645	Carrying, camera equipment	187645	Tube, plastic or rubber	156847	
Carrying, camera	187645	Carrying, camera equipment, aluminum	187645	Tubing, plastic or rubber	156847	
Carrying, camera equipment	187645	Carrying, film projector	187645	H		
Carrying, film projector	187645	Carrying, gun	187645	Handbags	159870, 187645	
Carrying, NOI	187645	Carrying, NOI	187645	Hatboxes	187645	
Hard	159870	Gun carrying	187645	P		
Traveling	187645	Sample	187645	Popcorn, popped	72400	
Hat	187680	Suit	187660, 187680	Pouches:		
C		Corn:		Carrying, camera	187645	
Cans:		Carrying, camera equipment	187645	Carrying, film projector	187645	
Garbage, plastic or rubber	156600	F		S		
Refuse, plastic or rubber	156600	Fittings:		Suitcases	187645	
Cases:		Pipe	50950, 51400, 51410, 51420, v51800, 52200, 52250, 58400, v114000, 134216, 156600, v157004			
Archery box	187645					
Boxing ball	187645					
Boxing shoe	187645					

SUPPLEMENT 10 TO NMF 100-M

RULES

(Conce's "Contract Terms and Conditions" appearing on pages 306-307 of the classification)

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss or damage to the said property or to its contents except as hereinafter provided.

Sec. 1. (b)

1. No carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for any loss of or damage to the said property or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of the shipper or carrier. Further, no carrier or party in possession of all or any portion of the said property shall be liable for any natural shortage of the property.

2. The carrier shall be liable solely as a warehouseman for loss, damage or delay resulting from fire occurring after the expiration of the time (if any) allowed by the tariff to notify or file (such time to be computed as provided in said tariff) when such loss, damage or delay occurs.

(a) after notice of the arrival of the property at the destination (or, if the property is intended for export, after notice of the arrival of said property at the port of export) has been duly sent or given; and

(b) 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.

3. Except in the case of negligence of the carrier or the party in possession, the carrier or party in possession shall not be liable for country damage to cotton, or for loss, damage or delay which results:

(a) when the property is stopped and held in transit upon request of the shipper, carrier or party entitled to make such request or

(b) from a defect or vice in the property, or

(c) from rats or vermin.

The burden to prove freedom from such negligence is on the carrier or the party in possession.

4. Except in the case of negligence of the carrier no carrier or party in possession of all or any of the property described in this bill of lading shall be liable for delay caused by highway obstruction, by faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the carrier or party in possession.

Sec. 1. (c) In case of quarantine, the property may be discharged at the carrier's risk and expense into a quarantine depot or elsewhere as required by quarantine regulations or authorities, or for the carrier's discharge, the property may be discharged at the carrier's risk and expense at the nearest available point in the carrier's judgement. The carrier's responsibility shall cease when the property is so discharged, or the property may be returned by the carrier at the carrier's expense to the shipping point, saving the freight both ways. All quarantine expenses of whatever nature or kind which are incurred with respect to the property shall be borne by the owner of the property or shall become a lien on the property. The carrier shall not be liable for loss or damage caused by fumigation, disinfection or other acts required or done by quarantine regulations or authorities even though these acts may have been done by the carrier's officers, agents, or employees. In addition, the carrier shall not be liable for detention, loss, or damage of any kind occasioned by the quarantine or the enforcement of the quarantine. No carrier shall be liable except in the 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 indemnify the carrier for any expense incurred or damages the carrier may be required to pay as a result of introducing the property covered by contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a)

1. No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market, or in any manner other 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.

2. In all cases not prohibited by law, where a lower rate than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the assessed value of the property as determined by the classification or tariff upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

Sec. 2. (b) As a condition precedent to recovery, claims must be filed in writing with:

1. the receiving or delivering carrier, or
2. the carrier issuing this bill of lading, or
3. the carrier whose line the loss, damage, injury or delay occurred, or
4. the carrier in possession of the property when the loss, damage, injury or delay occurred.

Such claims must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

Such for losses, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has discharged the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claim will not be paid.

Sec. 2. (c) Any carrier or party liable for 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 receiving the benefit of such insurance will reimburse the claimant for the premium paid for the insurance policy or contract.

Sec. 3. All property shall be subject to necessary co-operation and baling at carrier's cost, except where such service is required as the result of carrier's negligence. Each carrier over whose route cotton or cotton linters is to be transported under this bill of lading shall have the privilege, at its own cost and risk, of compressing the cotton or cotton linters 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 in this bill of lading and then only if the grain in bulk is not properly packed) be there delivered, and placed with other grain of the same kind and grade without regard to ownership and prompt notice thereof shall be given to the consignee. If the grain in bulk is so delivered, it shall be subject to a fee for elevator charges in addition to all other applicable charges.

Sec. 4. (a) In the event that:

1. Said property is not received by the party entitled to receive it within the time (if any) allowed by the tariffs, by study or file (such time to be computed as provided in the said tariff) and notice of the arrival of the property at the destination (or at the port of export, if intended for export) has been duly sent or given; and placement of the property for delivery at destination has not made;

2. Property is not received at the time tendered of delivery of the property to the party entitled to receive it has been made;

Such property may be kept in vessel, vehicle, car, depot, warehouse, or place of business of the carrier, subject to the tariff charge for storage, and to the carrier's responsibility solely as warehouseman. Alternatively, at the option of the carrier, such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or if no such warehouse is available at the point of delivery or at another available point, then the property may be removed to and stored in another available storage facility, at the carrier's cost and held there without liability on the part of the carrier and subject to a fee for all freight and other lawful charges, including a reasonable charge for storage. In the event no garage cannot be found at the address given for delivery, then notice of the placing of such goods in a warehouse shall be mailed to the address given on the bill of lading for delivery and to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed subject to the provisions of this paragraph.

SUPPLEMENT 10 TO NMFS 100-M

RULES

Sec. 4. (b) Where non-perishable property is transported to the destination stated in this bill of lading is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive the property fails to receive or claim it within 15 days after notice of arrival which has been duly sent or given, the carrier may sell the property at public auction to the highest bidder, at such place as may be designated by the carrier.

PROVIDED, that the carrier shall have first notified, 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 inspection is not arranged for, and that after 30 days have elapsed from the time said notice to the consignor was given, sent or given, the carrier shall also have published a notice containing a description of the property, the name of the party to whom consigned (or if shipped under name, the name of the party to be notified), and the time and place of sale, once a week for two consecutive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published.

Sec. 4. (c) Where perishable property is transported to the destination stated in this bill of lading is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale. PROVIDED, that if there is sufficient time to notify the consignor or carrier of the refusal of the property or the failure to receive it and to request for inspection of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

Sec. 4. (d) Where the procedure provided for in Sections 4 (b) and 4 (c) of this bill of lading is not possible, it is agreed that nothing in these 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.

Sec. 4. (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, to the expense of notice, advertising, sale, and other necessary expenses and to the expense of caring for and maintaining the property, if proper care of the property requires special expenses. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.

Sec. 4. (f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of carrier after being unloaded from cars, vehicles or vessels or until loaded into cars, vehicles or vessels. Further, except in case of carrier's negligence, when property is received from or delivered to such stations, wharfs, landings or other places, the property shall be at the carrier's risk until the cars are detached from locomotives or trucks, or until loaded into and after unloaded from vehicles, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignor's agent is not regularly located, the risk after unloading or delivery, shall be that of the carrier.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, coins, money, or for any articles of extraordinary value not specifically named in the indicated class section or tariff unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships 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. Such goods may be warehoused at carrier's risk and expense or destroyed without compensation.

Sec. 7. The carrier or consignor shall pay the freight and average, if any, and all other lawful charges according on said property according to lawfully filed tariffs of the carrier but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until lawfully filed tariffs 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, if a consignor shall not be liable for transportation charges 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 subject to all of the following conditions:

- (a) The shipper or consignor has instructed the carrier to deliver the property to a consignee other than the shipper or consignor.
- (b) The consignee is an agent only and has no beneficial title in the property and
- (c) Prior to delivery the consignee has notified the delivering carrier in writing that he is only an agent and has no beneficial title in the property and
- (d) In cases where the shipment has been reconsigned or diverted to a point other than that specified in the bill of lading the consignee has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property.

Where the consignee is not liable for certain transportation charges in accordance with this provision and the preceding conditions, the shipper or consignor, or, in the case of a shipment to be reconsigned or diverted as specified in condition (d), the beneficial owner shall be liable for such additional charges.

PROVIDED FURTHER, that where the shipment is designated "prepaid", the shipper or consignor shall remain liable for undercharges which result from an erroneous determination of the transportation charge assessed.

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. 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 on the prior bill of lading in connection with the prior bill of lading as to the statement of value, or otherwise, or as to the election of common law or bill of lading liability, shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. (a) If a portion of said property is carried by water on 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 approved by the United States Congress on February 13, 1893 and entitled "An act relating to the navigation of rivers, etc." and in other United States Statutes according thereto by virtue of the protection of United States. Such water carriage shall also be performed subject to the conditions contained in this bill of lading which are not inconsistent with the said Act of Congress and United States Statutes or with this section.

Sec. 9. (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.

Sec. 9. (c) If the carrier shall have exercised due diligence in casting the vessel in all respects seaworthy and property manned, equipped and supplied, so such carrier shall be liable for any loss or damage resulting from the parts of the vessel, stow, or in other waters or from latent defects in the 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 described in this bill of lading that is at liberty to call at any port or ports, in or out of the customary route, to load and be loaded, to transfer, tranship, or lighter, to load and discharge goods at any time, to assist vessel in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in the case of negligence, such carrier shall not be responsible for any loss or damage to property if it is necessary or is usual to carry the property upon deck.

Sec. 9. (d) General Average shall be payable according to the New York Arbitrators Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered in the said rules, according to the laws and usages of the Port of New York. If the carrier that has exercised due diligence to make the vessel in all respects seaworthy and property manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, from the management of the vessel, or from any latent or other defects in the vessel, the machinery or appurtenances (provided the latent or other defects were not discoverable by the exercise of due diligence), or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the unseaworthiness was not discoverable by the exercise of due diligence) the shipper, consignee and/or owner of the cargo shall retain less pay average and any special charges incurred in respect of the cargo, and shall contribute with the shipowners 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 for the sake of the adventure from any common peril.

Sec. 9. (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 parts of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions and the tariff provisions shall be regarded as incorporated into the conditions of this bill of lading.

Sec. 9. (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 carriers other than water carriers.

Sec. 10. Any alteration, addition or erasure in this bill of lading which is made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be void of effect and this bill of lading shall be enforceable according to its original tenor.

SUPPLEMENT 10 TO NMFC 100-M

RULES

(Cancels "Uniform Order Bill of Lading" appearing on page 308 of the classification.)
 (To be Printed on "Yellow" Paper)

UNIFORM ORDER BILL OF LADING

Original—Domestic

 Shipper's No. _____
 Agent's No. _____

Carrier. _____

(SCAC) _____

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

From _____ Date _____ 19_____
 At _____ Street, _____ City, _____ County, _____ State _____ Zip _____

The property described below, in apparent good order, except as noted to contents and condition of contents of packages unless so marked, consigned, and defined as shown 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 and place of delivery at and destination, if via: air railroad, water line, highway route or routes, or within the territory of its highway operators 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, hereinafter set forth, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his agents.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property conveyed by this Bill of Lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

Consigned to Order of _____

Destination _____ Street, _____ City, _____ County, _____ State _____ Zip _____

Notify _____

At _____ Street, _____ City, _____ County, _____ State _____ Zip _____

Routing _____

Delivering Carrier _____ Vehicle or Car Initial _____ No. _____

No. Pack- ages	<input checked="" type="checkbox"/> HM	Kind of Package, 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. <i>(Signature of consignor)</i>
						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 herein
						Agent or Cashier Per _____ <i>(The signature here is to acknowledge only the amount prepaid)</i>
						Charges advanced: \$ _____

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

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 address of Shipper: Street, _____	City, _____
State _____	Zip _____

Mark with "X" to designate Hazardous Materials as defined in the Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201(1)(ii) of Title 49, Code of Federal Regulations. Also, when shipping hazardous materials, the shipper's certification statement prescribed in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading, unless a specific exception from this requirement is provided in the Regulations for a particular material.

SUPPLEMENT 10 TO NMFC 100-M

RULES

(Cancels "Contract Terms and Conditions" appearing on pages 309-310 of the classification)

ENDORSEMENTS

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 carrier, or for natural shortage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay by sea occurring after the arrival of the free time (if any) allowed by law, if liability on the free time shall 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, 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, carrier, or party entitled to make such request, or resulting from a defect or vice in the property, or for damage to cargo, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine the property may be discharged at risk and expense of carrier 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 carrier's expense to shipping point, bearing freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the carrier of the property or by its lessor 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, and for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in the 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 carrier harmless from any expenses they may incur, or damages they may be required to pay by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, train, vehicle 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 board 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 tariff 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 behalf the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within six months after delivery of the property (or, in the case of import traffic, within one month after delivery at port of export), or, in case of failure to make delivery, then within six 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 disclaimed 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 reimburses 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 cofferage and taping at carrier's cost. Each carrier over whose road, ocean or coastal waters 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 consignee), and if so delivered shall be subject to a fee 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 (if any) allowed by law, 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, or property not received, at time tender of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the carrier, subject to the lawful 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 point of delivery or at other available point, or if no such warehouse is available at point of delivery or at other available point, then in other available storage facility, at the cost of the carrier and there held without liability on the part of the carrier, and subject to a fee for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it under tender of delivery, or said consignee or party entitled to receive it fails to receive or claim 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.

SUPPLEMENT 10 TO NMFC 100M

RULES

(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 his discretion, to prevent deterioration or further deterioration, get the same to the best advantage of private or public sale; PROVIDED, that if the carrier fails to notify to the consignor or carrier 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 just preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at his 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 the maintaining the property. If proper care of same requires special expertise, and should there be a charge for it, shall be paid to the carrier of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, landing, or other place at which there is no regularly appointed freight agent, shall be entirely at risk of carrier after unloaded from cars, vehicles, or vessels or until loaded into cars, vehicles, or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at carrier's risk, and the carrier is attached to and after they are detached from locomotives or trail or until loaded into and after unloaded from vessels, or if property is transported by motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. When a carrier is detached from a unit or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading or delivery, shall be that of the carrier.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, papers, or for any articles of extraordinary value not specifically rated in the published classification or tariff unless a special agreement to do so and a stipulated value of the articles are endorsed 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 carrier's risk and expense or destroyed without compensation.

a Sec. 7. The carrier or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property according to the customary filed tariffs of the carrier, but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession of destination of the property covered by this bill of lading until the customary filed tariff rates and charges thereon have been paid. The consignee 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, a consignee shall not be liable for transportation charges beyond those billed against him at the time of delivery for which he is otherwise liable (table) which may be found to be due after the property has been delivered to him subject to all of the following conditions:

(a) The shipper or consignor has instructed the carrier to deliver the property to a consignee other than the shipper or consignor.

(b) The consignee is an agent only and has no beneficial title in the property and

(c) Prior to delivery the consignee has notified the delivering carrier in writing that he is only an agent and has no beneficial title in the property and

(d) In cases where the shipment has been reshipped or diverted to a point other than that specified in the bill of lading the consignee has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property.

Where the consignee is not liable for certain transportation charges in accordance with this provision and the preceding conditions, the shipper or consignor, or, in the case of a shipment so reshipped or diverted as specified in condition (d), the beneficial owner shall be liable for such additional charges.

PROVIDED FURTHER, that where the shipment is designated "prepaid" the shipper or consignor shall remain liable for undercharges which result from an erroneous determination of the transportation charge assessed.

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 payment or guarantee of the charges. Upon inspection it is ascertained that the articles shipped are not those described in the 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, 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 up 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 carrier shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped and supplied, so such carrier shall be liable for any loss or damage resulting from the perils of the seas, seas, or in 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 load and be loaded, to transfer, tranship, or split, to load and discharge goods at any time, to assist vessel in distress, to deviate for the purpose of saving life or property, or for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it is 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 carriers 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 shipper, consignee 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 carrier's 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 lightering in or across rivers, harbors, or lakes, when performed by or on behalf of carriers other than water.

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.

SUPPLEMENT 10 TO NMFC 100-M

RULES

(Cancels "Straight Bill of Lading—Short Form" appearing on page 311 of the classification.)

STRAIGHT BILL OF LADING — SHORT FORM

ORIGINAL — NOT NEGOTIABLE
(To be printed on white paper)

(Name of Carrier)

Shipper's No.
Carrier's No.

(SCAC)

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

19

At

From

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown, marked, configured, and destined as indicated below, which said carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract to carry to its usual place of delivery at said destination, if on its route, 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 or as to 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 terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the form Freight Class Section in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment).

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to

On Collect or Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 630, Sec. 1.

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

Destination

State,

County,

Delivery Address

(To be filled in only when shipper desires and governing tariffs provide for delivery thereof)

Zip

Route

Delivering Carrier

Car or Vehicle Initials

No.

No. Packages	O HM	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column	Subject to Section 1 of Conditions of applicable bill of lading, 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.
						(Signature of consignor) If charges are to be prepaid, write or stamp here, "To be Prepaid" Received \$ _____ Prepaying in payment of the charges on the property described herein Agent or Carrier Per _____ (The signature here acknowledges only the amount prepaid) Charges advanced \$ _____ Agent.

*If the shipment moves between two points by carrier by water, the law requires that the bill of lading shall state whether a 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

Per

Permanent post office address of shipper

© Mark with "X" to designate Hazardous Materials as defined in the Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.291(a)(3)(ii) of Title 49, Code of Federal Regulations. Also, when shipping hazardous materials, the shipper's certification statement presented in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading, unless a specific exception from this requirement is provided in the Regulations for a particular material.

SUPPLEMENT 10 TO NMFC 100-M

ITEM	ARTICLES	CLASSES LTL	MW TL	1
A72000-H	FOODSTUFFS GROUP: Articles consist of Foodstuffs, Beverages or Beverage Preparations, not named in other more specific groups, see Notes, Items 72002, 72004, 72005, 72007, 72008 and 72009, as described in items subject to this grouping.			
A72002-H	NOTE—Unless otherwise specified in individual items, provisions apply only on foodstuffs, beverages or beverage preparations, other than frozen.			
A72004-H	NOTE—Commodities other than frozen or requiring refrigeration, listed under this generic heading, when packed in rectangular inner fibreboard containers will be subject to the "in boxes" classes when enclosed in paper wrappers or in plastic film overwrap bundles. Package must consist of only one layer or tier of inner containers and gross weight must not exceed 14 pounds. This packaging is permissible only on those commodities that are not contained in glass or earthenware or otherwise fragile containers. Wrappers must consist of paper or paperboard basis weight not less than 128 pounds per 500 sheets 24 x 36 inches or plastic film totalling not less than 2 mils in thickness, and must totally enclose inner containers. Ends and overlap seams must be firmly glued or when plastic film is utilized, seams and ends must be heat sealed.			
A72005-H	NOTE—Unless specified in individual items, classes will not apply on commodities prepared by a freezing-dehydration method nor on products containing in excess of 10 percent of the net weight of ingredients prepared by the freezing-dehydration process. Products prepared by the freezing-dehydration process, or containing in excess of 10 percent of ingredients prepared by the freezing-dehydration process, will be classed per item 76850.			
A72007-H	NOTE—Commodities listed under this generic heading, when tendered for shipment in Packages 2257, 2330 or 2445 are to be classified under the same provisions that apply when tendered to the carrier in boxes.			
A72008-H	NOTE—Commodities listed under this generic heading, when tendered for shipment in Package 1500, are to be classified under the same provisions that apply when tendered to the carrier in boxes. When utilized on/and secured to pallets by stretch or shrink film, commodities will be accepted for LTL shipment in Package 1500 modified so that the film enclosure of the completed package may have end openings. End openings must not exceed one-half the exposed height of the inner containers.			
A72009-D	NOTE—Commodities listed under this generic heading, when tendered for shipment in Package 2443, are to be classified under the same provisions that apply when tendered to the carrier in boxes.			
72400-A	CHIPS, PUFFS, STICKS OR TWISTS, NOT; BACON OR PORK RINDS OR SKINS, FRIED; & OR POPCORN, popped, other than popped corn confectionery, flavored or not flavored, in barrels, boxes or Packages 1000, 1066 or 2416, subject to Item 170 and having a density in pounds per cubic foot of:			
Sub 1	Less than 1, see Note, item 72402	400	400	AQ
Sub 2	1 but less than 2, see Note, item 72402	300	300	AQ
Sub 3	2 but less than 4, see Note, item 72402	250	250	AQ
Sub 4	4 but less than 6, see Note, item 72402	150	100	12
Sub 5	6 but less than 8, see Note, item 72402	125	85	15
Sub 6	8 but less than 10, see Note, item 72402	100	70	18
Sub 7	10 but less than 12, see Note, item 72402	92 $\frac{1}{4}$	65	20
Sub 8	12 but less than 15, see Note, item 72402	85	55	26
Sub 9	15 or greater	70	40	30
A72402-A	NOTE—The charge for a package or piece of a lesser density may be assessed on the basis of the next lower class provided in connection with the next heavier density group at the weight which would accrue from multiplying the cubage of such packages or pieces by the lowest density named in the density group which provides the next lower class. In each such instance, the actual cube, actual weight, density group embracing the actual density, declared density and resultant weight for billing purposes (declared weight) of the pieces for which density is being declared must be shown by shipper on shipping orders and bills of lading at time of shipment.			
74380-A	Popped Corn, plain, salted or cheese flavored, other than popped corn confectionery, in barrels, boxes or Package 1066 &Cancel; see item 72400.			
A114000-F	MACHINERY GROUP: Articles consist of Machinery or Machines, or Parts Named, see Notes, Items 114012 to 114024, inclusive, as described in items subject to this grouping.			
124420-A	Lawn Mowers, power (Lawn Mowers with Engines or Motors), LTL, in boxes, crates or Packages 239, 1453, 2179, 2181 or 2359; TL, loose or in packages	92 $\frac{1}{4}$	60	20
A156500-C	PLASTIC OR RUBBER ARTICLES, OTHER THAN EXPANDED, GROUP: Articles consist of Plastic or Rubber Articles, other than foam, cellular, expanded or sponge articles, see Item 110, Sec. 15 and Note 9, item 156502, as described in items subject to this grouping.			
A156502-C	NOTE—Unless otherwise provided, provisions also apply when articles have components or affixed accessories made from other materials.			
G156600-B	Articles, NOT, in barrels, boxes or crates, see Note, item 156602, also in Packages 870, 1078, 1170, 1241, 1273, 1409, 1456, 2195, 2212, 2213 or 2230; & Garbage or Refuse Cans, in packages; & or Pipe Fittings, see Note, item 156602; subject to Item 170 and having a density in pounds per cubic foot of:			
Sub 1	Less than 1, see Note, item 156608	400	400	AQ
Sub 2	1 but less than 2, see Note, item 156608	300	300	AQ
Sub 3	2 but less than 4, see Note, item 156608	250	250	AQ
Sub 4	4 but less than 6, see Note, item 156608	150	100	12
Sub 5	6 but less than 8, see Note, item 156608	125	85	15
Sub 6	8 but less than 10, see Note, item 156608	100	70	18
Sub 7	10 but less than 12, see Note, item 156608	92 $\frac{1}{4}$	65	20
Sub 8	12 but less than 15, see Note, item 156608	85	55	26
Sub 9	15 or greater	70	40	36

For explanation of abbreviations and reference marks, see last page of this supplement.

SUPPLEMENT 10 TO NMFC 100-M

Item	ARTICLES	CLASSES LTL	CLASSES TL	MW %
D156602-C	PLASTIC OR RUBBER ARTICLES, OTHER THAN EXPANDED, GROUP: subject to Item 156500 NOTE—The following departures from packing requirements are permitted: 1. Necks of empty carboys may project from barrels, boxes or crates. 2. Plastic shipping containers or plastic bottles may be shipped TL in packages; or plastic outer shipping containers having a capacity of 15 gallons or more may be shipped loose, LTL or TL. 3. Plastic bottle carrying boxes or crates may be loose or in packages. 4. Extruded shapes in lengths of 10 feet or greater, having a density of 15 pounds or greater per cubic foot may be in packages. 5. Plastic roof gutters, downspouts and/or fittings for gutters or downspouts may be shipped in Package 2060. 6. Plastic pipe or tubing, or tubes other than containers, in straight lengths may be shipped in packages or bundles with threaded ends protected. Plastic pipe or tubing, or tubes other than containers, greater than 6 inches in inside diameter, in straight lengths of 10 or more feet each may be shipped loose with threaded or bellied ends protected. 7. Plastic pipe or tubes, smallest cross-sectional inside dimension greater than 6 inches may be shipped in packages or in bundles with threaded or bellied ends protected. Plastic pipe fittings may be shipped in packages with threaded or bellied ends protected, or loose with threaded or bellied ends protected when weighing each 15 pounds or over. 8. Plastic chairs may be shipped in Package 31F. 9. Plate or Sheet, rolled, having a density of 15 pounds or greater per cubic foot may be shipped strapped on pallets. 10. Molded plastic trays for shipping tube yarn may be shipped in packages. 11. Molded road traffic delineator devices of barrel-like construction may be shipped loose or in packages.			
• D156608-B	NOTE—The charge for packages or pieces subject to a particular density group may be assessed on the basis of the next lower class provided in connection with the next heavier density group at the weight which would accrue from multiplying the cubage of such packages or pieces by the lowest density named in the density group which provides the next lower class. In each such instance, the actual cube, actual weight, density group embracing the actual density, declared density and resultant weight for billing purposes (declared weight) of the pieces for which density is being declared must be shown by shipper on shipping orders and bills of lading at time of shipment.			
• 156675-A	Cans, garbage or refuse, other than waste baskets, nested, in packages 44.....Cancel; see item 156600.			
■ 156847-A	Fittings, pipe, tube or tubing, etc., 44.....Cancel; see item 156600.			
■ 156849-A	NOTE—44.....Cancel; no further application.			
△ 187600-A	TRUNKS, TRAVELING BAGS OR RELATED ARTICLES:			
♦♦ 187645-A	Carrying Cases or Bags, NO; Archery Bow Cases; Bowling Ball or Bowling Shoe Bags or Cases; Camera, Camera Equipment or Film Projector Carrying Bags, Cases or Pouches; Gun Carrying Cases; Handbags; Hatboxes; Sample Cases; Suitcases; or Travelling Bags; in boxes, crates or Packages 826 or 2213, see Note, Item 187682, subject to Item 170 and having a density in pounds per cubic foot of: Sub 1 Less than 1, see Note, Item 187646 400 400 AQ Sub 2 1 but less than 2, see Note, Item 187646 300 300 AQ Sub 3 2 but less than 4, see Note, Item 187646 250 250 AQ Sub 4 4 but less than 6, see Note, Item 187646 150 100 12 Sub 5 6 but less than 8, see Note, Item 187646 125 85 15 Sub 6 8 but less than 10, see Note, Item 187646 100 70 18 Sub 7 10 but less than 12, see Note, Item 187646 92 1/2 65 20 Sub 8 12 but less than 15, see Note, Item 187646 65 55 26 Sub 9 15 or greater 70 40 36			
♦ 187646-A	NOTE—The charge for packages or pieces subject to a particular density group may be assessed on the basis of the next lower class provided in connection with the next heavier density group at the weight which would accrue from multiplying the cubage of such packages or pieces by the lowest density named in the density group which provides the next lower class. In each such instance, the actual cube, actual weight, density group embracing the actual density, declared density and resultant weight for billing purposes (declared weight) of the pieces for which density is being declared must be shown by shipper on shipping orders and bills of lading at time of shipment.			
♦ 187660-A	Suitcases, nested, in packages 44.....Cancel; see Item 187645.			
♦ 187680-A	Travelling Bags; Bowling Ball or Bowling Shoe Bags; Carrying Cases or Bags, NO; Camera or Film Projector Carrying Bags (Cases) or Pouches, NO; Gun Carrying Cases, NO; Handbags; Hatboxes; Sample Cases; or Suitcases, other than nested; in boxes, crates or Packages 826 or 2213, etc., 44.....Cancel; see Item 187645.			
♦ 187682-A	NOTE—Will not apply on articles of plastic film or sheeting construction having an overall thickness of $\frac{1}{8}$ inch or less exclusive of handles or closing devices. For classes on these articles, see Item 20480.			

SUPPLEMENT 10 TO NMFC 100-M

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

Abbreviation or Refer- ence Mark	EXPLANATION	Abbreviation or Refer- ence Mark	EXPLANATION
AQ	Any quantity	&	and
ASTM	American Society for Testing and Materials	*	Degree
Avdp.	Avoirdupois	%	Indicates percent
B&SG	Brown & Sharpe gauge	©	Indicates commodity or commodities may be subject to special federal regulations concerning the shipping of hazardous materials. See Item 540 herein.
BWG	Birmingham wire gauge	↓	Indicates reduction
'C	degree Centigrade (Celsius)	↑	Indicates increase
cm	centimeter, centimeters	▲	Indicates change in wording which results in neither increases nor reductions
COD	Collect on Delivery	△	Matter in this item is brought forward without change in application from item being canceled
Cont.	Continued	*■	Indicates new item
cu	Cubic	v	Indicates mixed articles entry
cu. ft.	Cubic foot, Cubic feet	④	Addition to index
DOT	Department of Transportation	⑤	Eliminate from index
d/b/a	doing business as	⑥	Change in index
etc.	Et cetera (and other things, or the rest; and so forth)	⑦	Subject to expiration date shown in Item 535
'F	degree Fahrenheit	⑧	Indicates water carrier operating under ICC jurisdiction
FMC	Federal Maritime Commission	⑨	Applicable only on Georgia Intrastate traffic.
g	gram	⑩	Indicates railroad
HMT	Hazardous Materials Tariff as defined in Item 540	⑪	Carrier's participation canceled. No further application.
ICC	Interstate Commerce Commission	⑫	Indicates freight forwarder
incl.	inclusive	⑬	Under postponement
KD	Knocked down	⑭	Under suspension or suspension supplement
kg	kilogram	⑮	Suspension vacated by Order of the Georgia Public Service Commission of November 5, 1985.
L	Liter	⑯	Contains only portion under suspension
LTL	Less than truckload. Does not apply to classes designated in MW column as AQ	⑰	Except portions under suspension
m	meter	⑱	Indicates correction of printing error.
ml	milliliter	†	To the extent authorized, applicable only for the account of other than motor common carriers participating in this tariff.
mm	millimeter	††	Applicable only for the account of motor common carriers participating in this tariff.
MW	Minimum weight factor, see Item 997	‡	Provisions of this item applicable only on Interstate shipments.
min. wt.	Minimum weight	¶	See "Notice of General Application on Interstate Shipments," appearing on page 3 of tariff.
NMFC	National Motor Freight Classification	‡‡	Effective July 31, 1986. Cancellation of charges for Interstate shipments is in compliance with the Order of the Interstate Commerce Commission dated March 14, 1983 in L & S Docket No. M-29788, Charge For Shipments Moving on Order-Notify Bill of Lading — N.M.F.T.A.
NOI	Not more specifically described herein	I	Effective December 31, 1986.
o/a	operating as	II	Reissued from Supplement I; effective May 10, 1986.
oz.	Ounces	III	Effective April 4, 1987, except as otherwise provided herein.
psi	pounds per square inch	IV	Effective April 11, 1987.
qt.	quart	V	Effective April 4, 1987.
R/Sort	Classed the same or lower		
r.p.m.	Revolutions per minute		
Sec.	Section		
sq.	Square		
sq. ft.	Square foot, Square feet		
sq. in.	Square inch		
SU	Setup		
t/a	Trading as		
T/L	Truckload. Does not apply to classes designated in MW column as AQ		
t/d/b/a	Trading and doing business as		
U.S.	United States		
U.S.S.G.	United States Standard Gauge		
viz.	Namely		
Vol.	Volume		
vs.	versus		

—finis—

EXHIBIT B

(Consists of 2 pages)

**SUMMARY OF CHANGES
IN
NATIONAL MOTOR FREIGHT CLASSIFICATION
NMF 100-~~34~~
AS SET FORTH
IN SUPPLEMENT 10
(EXHIBIT A hereof)**

Re: Appendix to Supplement 10 to NMF 100-M

Ladies and Gentlemen:

Listed below is a summary of changes being proposed in the supplement. The symbol "*" indicates a proposed new item. Following the summary list will be found an explanation of each change or addition together with the National Classification Committee's reasons for the proposed change or addition. For simplicity the following abbreviations are utilized: LTL (Less Than Truckload); TL (Truckload); MW (Minimum Weight Factor); AQ (Any Quantity); PCF (Pounds Per Cubic Foot).

72400	156847	Bill of Lading
74380	156849	Preface Statement
124420	187645	Section 7 - Bill of Lading
156600	187660	Contract Terms and Conditions
156602	187680	
156675		

The provisions of item 74380, naming "Popped Corn, plain, salted or cheese flavored, other than popped corn confectionery, etc.," are being cancelled with reference to the density based provisions of item 72400, naming "Chips, Puffs, Sticks or Twists, NO1, etc." Concurrently, the provisions of item 72400 are amended to specifically provide for "Popcorn, popped, other than popped corn confectionary."

This will group popped popcorn with other, similar types of snack foods. Information of record reveals no unusual stowability or liability characteristics, although care must be exercised to prevent contamination as popcorn is a foodstuff. While specific handling problems are not indicated, some of the shipping containers are quite small and may increase the time required in loading and unloading shipments of a given size. Popped corn was found to exhibit densities ranging from 1.74 to 7.5 pcf.

This change is the result of action taken on Docket 868, Subject 8.

The provisions of item 124420, naming "Lawn Mowers, power (Lawn Mowers with Engines or Motors), etc.," with classes of 85 LTL and alternating TL/MW classes of 55 at 18 or 45 at 24 are amended to provide classes of 92½ LTL, 60 TL and 20 MW. Information of record supplied by the Outdoor Power Equipment Institute revealed an average density for power lawn mowers of 10.60 pcf. Power lawn mowers were not found to exhibit any unusual handling characteristics although some of the heaviest models may present a problem. It was also noted that power lawn mowers exhibit varying stowability characteristics which may be below those normally associated with other similarly packaged freight. None of the liability elements were found to impact substantially on these products.

This change is the result of action taken on Docket 868, Subject 9.

Item 156675 naming "Cans, garbage or refuse, other than waste baskets, nested, plastic, in packages" with classes of Less Than Truckload (LTL) 125, Truckload (TL), 100, Minimum Weight 10,000 lbs. is cancelled with reference to item 156600. The heading in item 156600 is amended to name "Plastic Garbage or Refuse Cans, in packages." The ratings in item 156600 are a full density scale of ratings.

Plastic garbage or refuse cans have transportation characteristics similar to other plastic articles classified per item 156600. The change which is made is reflective of the following transportation characteristics. These articles range in density from 1.7 to 6.05 pounds per cubic foot (PCF) with an average density of 3.54 PCF. They are shipped nested in boxes or packages and have no unusual handling or stowability characteristics. The value of the commodity ranges from \$.70 to \$1.09 per lb. with an average value of \$.80 per lb. Claims for loss or damage have not been found to be a major problem.

This change is the result of Docket 867 Subject 4.

Item 156847 having application to "Plastic Fittings, pipe, tube or tubing" and accompanying Note, item 156849 are cancelled with reference to item 156600, "Plastic Articles, NOI." The effect of this cancellation is to apply the density based ratings applicable to item 156600 to plastic pipe fittings, which have a range in density from 2 to 65.8 pounds per cubic foot. The transportation characteristics of plastic pipe fittings will be better reflected by the provisions of item 156600. Concurrently, item 156600 is amended to specifically name "Pipe Fittings," and the Note, item 156602 is amended to reflect the packaging applicable to pipe fittings.

These changes are the result of Docket 867, Subject 5.

Item 187645 having application to "Cases, archery bow, camera equipment film projector or gun carrying, aluminum," is amended to apply on "Carrying Cases or Bags, NOI; Archery Bow Cases; Bowling Ball or Bowling Shoe Bags or Cases; Camera, Camera Equipment or Film Projector Carrying Bags, Cases or Pouches; Gun Carrying Cases; Handbags, Hatboxes; Sample Cases; Suitcases; or Traveling Bags" with the result that the classes applicable to this entry based on density are extended to apply on articles formerly embraced in item 187660 and 187680 which have similar transportation characteristics. Products embraced have a range in density of .83 to 18.78 pounds per cubic foot which are better reflected by ratings or classes dependent on density. Concurrently, item 187660 applicable to "Suitcases, nested" and item 187680 applicable to "Traveling Bags; Bowling Ball or Bowling Shoe Bags; Carrying Cases or Bags, NOI; Camera or Film Projector Carrying Bags (Cases) or Pouches, NOI; Gun Carrying Cases, NOI; Handbags; Hatboxes; Sample Cases; or Suitcases, other than nested" are cancelled to preclude conflict with the amendments set forth in item 187645.

These changes are the result of Docket 868, Subject 10.

The various bill of lading formats shown on pages 305, 308, 311 and 315 of National Motor Freight Classification 100-M are amended by changing the preface statement to read in part: "Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this bill of lading, etc." and similar clarification language is added to Sec. 7 of the bill of lading Contract Terms and Conditions. These changes are in the interest of tariff clarification to indicate that the contract or bill of lading information is that which is "lawfully filed" by the carriers.

This change is the result of Docket 869, Subject 5.

Respectfully submitted,

NATIONAL MOTOR FREIGHT TRAFFIC
ASSOCIATION, INC.

Martin E. Foley

Martin E. Foley, Issuing Officer
National Motor Freight Classification

MEF/mspl