

St. Paul, Minn., Nov. 8th, 1898.

Messrs. J. P. Morgan & Company,

#23 Wall Street,

New York City, N.Y.

Gentlemen:-

I have delayed replying to your favor of 8th ultimo, received by me on the 10th, in order to get information on some points necessary to such reply.

When I urged upon Mr. Morgan the desirability of a reduction in the amount of Northern Pacific Common, I stated my willingness to try to suggest some plan looking to that end. At the same time, I was not without hope that yourselves, who had made the plan of reorganization and who were so entirely familiar with its conditions and at the same time in a position to know the views of the Trustees of the Mortgages towards any plan which, involving their consent to certain dispositions of the land grant or the proceeds of land sales, would be able to give the matter some serious consideration looking towards a material reduction in the capital of the company. The most I could do would amount to no more than a suggestion, inasmuch as there can be no action in regard to Northern Pacific matters as long as the Voting Trust continues, unless it originates with or is approved by yourselves. Whatever I have said or written was and is my best judgement at the time, and always with the single object of permanently bettering the Northern Pacific property. The action of your house on three or more important occasions and the tone of your note of the 8th instant, both encourage me to continue my efforts to co-operate with you to secure such results as will benefit the property, and I only ask that you will accept what I have to advise or even urge as my honest and best judgement in the matter being considered.

I find much in your letter about which we have no difference, and I will briefly review the subjects where differences exist, as they are stated.

I note your technical distinction as between debt and stock, and am sorry I did not make myself better understood, but I have always been accustomed to consider stock as a liability and its owners as the real owners of the property.

The property of the Northern Pacific Company, which forms the basis for credit, etc, of the whole, is capitalized at about \$67,000. per mile of stock and bonds, including proprietary lines. The value of the proprietary or branch lines rests almost entirely upon their connection with the main property, and some of them, even with that advantage, have no value except as a means to hold the territory occupied by them. Inasmuch as we are considering the capitalization for the purpose of, I may say defending the Company's right to make certain earnings, the capitalization of the parent company is the safest basis and the one upon which any rate case would have to be determined. The low rate of interest on the Northern Pacific bonds, or the low rate of dividend on the preferred shares, regardless of what its friends desire, will not be considered by the Courts. In the Steenerson case against the Great Northern, the Supreme Court of the State of Minnesota ordered a new trial, giving as one reason therefor that money invested in the large terminal properties of the Great Northern did not earn any revenue and should not be allowed more than 2 per cent per annum in estimating the value of the property.

The statutes provide that fictitious stock, which is defined as stock not paid for at par in cash, labor, or property received by the Company for its use, is illegal and void, and it is of little or no consequence whether the stock carries a high or a low rate of dividend. However, we do not understand this question alike and I will not waste your or my own time over it.

The capital stock of the Great Northern Company is largely invested in the stocks of its proprietary lines and companies. On Page 31 of our Annual Report, just issued, you will see the St. Paul, Minneapolis & Manitoba Railway:-

Bonded debt per mile.....	\$24,943.59
Capital Stock.....	<u>5,174.98</u>
Total bonds and stock per mile.....	\$30,118.57

The Great Northern Company owns , in addition to its railways, the Northern Steamships, which have cost....\$3,000,000. Terminal railways, docks and elevators, which contribute to Net Income.....\$3,500,000. Bonds in Treasury, over.....\$22,000,000. And other properties outside of its Land Grant, amounting to about.....\$3,500,000. So that if we eliminate the treasury securities, which are not a part of the railway, leaving only the bonds and stocks of the railway as a whole upon which to estimate the capital, the result would be considerably under \$30,000. per mile.

As to the equipment of the respective companies: I took the figures of \$11,000,000. for the Northern Pacific from the first report; the last report shows \$13,202,000. The equipment of the Great Northern, exclusive of the proprietary lines, stands on the books of the Company on the 31st of May last, at \$4,003,169.61. The proprietary lines would bring this up to say \$6,500,000., or less than one-half that of the Northern Pacific; and, at the same time, the capacity of the Great Northern cars in tons is greater than that of the Northern Pacific, and the weight of engines on drivers, which is the capacity of the engines, will, I feel sure, be found greater than that of the Northern Pacific. My object in first calling your attention to the matter of Northern Pacific's equipment, was not for comparison with the Great Northern, but to show that the stated cost of the Northern Pacific was too high

and would some day have to be reduced, when such reduction would be one hundred cents on the dollar, and such dollar was never wholly in existence.

In regard to the Memorandum of Agreement made in London in April 1896: I have not confused it with the Agreement of 1895, and it was at my suggestion that the clause was inserted in the agreement of 1896, that "The so-called London Agreement, having been found impracticable, has been abrogated, etc." There is no question between us as to that.

Coming to the main point where we seem to differ: The London Agreement of 1896 provided that we should, following that agreement, pay to your house, for yourselves and the Deutsche Bank, \$3,000,000. to be invested for our account in the securities of the old Northern Pacific Company, and that we should have the option or privilege of buying from the Reorganization Committee all the shares of the Northern Pacific new Company in the hands of the Committee after the reorganization was completed. Now this large investment was not made by the Great Northern Railway in any way whatever, but was made by Lords Mount-Stephen, Strathcona and myself for the purpose of securing to both the Northern Pacific and Great Northern Companies a common policy and a unification of interests, such as would prevent the building of unnecessary lines involving the investment of large sums of money by both companies, and to secure harmony in the general policy and operation of the respective properties which would bring to both properties the enjoyment of peaceable co-operation and the greatest prosperity under a management and policy dictated by common ownership to the largest extent possible. Both Lord Mount-Stephen and myself certainly understood that as soon as it could properly be done, the control of the Northern Pacific Company would be placed in our hands by the Reorganization Committee; and Lord Mount-Stephen, in his library, after Mr. Morgan and Mr. Gwinner had signed the Agreement of April 1896,

and Mr. Morgan had gone, said to me that Mr. Morgan had just told him that he "would do all he could to bring about the early transfer of the control of the Company, as he believed Mr. Hill could do more for it than anyone else". Later, when we were called upon to determine whether we would buy the shares of the Northern Pacific held by your house for the Reorganization Committee, I called at your office, taking with me Mr. H. W. Cannon, and I stated that we were ready to buy the shares as provided by the London Agreement, the price at the time being above the market, on the condition that the control of the property was handed over to us. Mr. Morgan was out of the city, and Mr. Coster said that he could not speak for the Voting Trust and that Mr. Morgan alone could settle that question. A day or two later, Mr. Morgan returned, and I again called at your office with Mr. John G. Moore, and stated the terms upon which we were ready to complete the purchase. Mr. Morgan said, as I have always recollected it, and Mr. Moore's recollection agrees with mine, that he (Mr. Morgan) could not make a formal agreement to turn over the property or control of it by the Voting Trust, but that when we bought so large a holding of the stock, it was right we should have control, and what was right would be done and at as early a time as it could be done, and within a reasonable time. I told him that this was satisfactory, and upon that condition, we would close the purchase and pay for the stock.

Now I have given just what I understood at the time, both as to what was said and what was understood by us at least, and in doing so, I wish it distinctly understood that Mr. Morgan did not fix a date for giving us control; but both Mr. Moore and myself clearly understood that it would be done as soon as proper regard for the Voting Trust would permit, and within a reasonable time. If this had not been our understanding, I

assure you that neither Lord Mount-Stephen nor myself would ever have entered into the Agreement, nor would we have purchased the shares from the Committee under the Agreement. We did not need the investment, at the time or at the price, and, as an investment, we do not need it now. You may remember that both the Common and Preferred shares afterwards sold much lower than the prices we paid you. I think it is very generally understood that our connection with the property has helped its position.

Under our agreement, we were to do what we could to secure harmony and co-operation between the Companies; to refrain from competing with the Northern Pacific Company in the matter of securing its branch lines, and to build no new lines by either Company in the territory of the other. We have carefully endeavored to carry all this into effect, and have worked to the fullest extent to secure harmonious relations between the Companies, for the reason that we believed we were by so doing, not only carrying out the agreement, but serving the Northern Pacific property in which we had so large an interest.

I cannot recall any inconsistency between any letter I have ever written or any word I have ever spoken. We do not desire to merge either the Northern Pacific's independence or its traffic in that of the Great Northern, but we do believe that a policy of co-operation in the traffic and general policy of both Companies will give it additional advantages over its present position, and further we can see no reason why the shareholders of that Company should not be allowed to manage their own property.

In the extract you give, on Page 5 of your letter, from my letter to your firm under date of June 21st, 1897, I wished to convey the idea that without intimate and cordial relations between the President of the Northern Pacific and myself, I could not place the latter company on a basis approaching that of the Great Northern, etc., which, of course, I would only

expect to do, or even be justified in doing, by reason of our large interest, both present and prospective, in the property. I did not say that Mr. Winter resigned on account of his unfitness, but that his selection had not been a fortunate one.

Before Mr. Mellen was chosen, Mr. Morgan offered to make Mr. Underwood President, and wishing at all times to act for what I thought was the best interest of the property, I advised him that Mr. Underwood as a Manager would be much better than as President. Long before Mr. Mellen's appointment, I had taken every step within my power to put the operating accounts of the Northern Pacific on the same basis that had done so much for the Great Northern, and when Mr. Mellen took charge, I feel sure that he will say to you, as he has repeatedly said to myself and others, that my efforts had been of the greatest assistance to him. Replying to my letter of September 17th, 1898, from which you quote my words: "The operation of the road as shown in the report is itself a monument of which all concerned should be very proud, and I desire to extend you my full and hearty compliments", Mr. Mellen was good enough to say that a large share of the results was due to what I had done in that behalf. He has had our hearty support, but, on his part, I have not felt that he is making any effort to retain it.

We now come to where in my letter of September 27th, I complain of "a disposition to buy or build lines which cannot be operated advantageously as a part of the system, etc.", and your list of lines built, as stated in the last Annual Report.

Belmont to Hartney (Manitoba) 51 miles. Mr. Mellen told me before this line was undertaken that Mr. Coster asked him to advise with me as to building it, and upon the estimates of cost and the country it served, and the fact that the local Government would try to have it built by someone else, if not undertaken by the Northern Pacific; I advised its construction and have no complaint to make. However, I have always held

the opinion that if any arrangement of Territory between the Northern Pacific and the Canadian Pacific could be made, by which each company would withdraw from the Territory of the other, both companies would be much better off, and the entire railway situation between Lake Superior and Pacific Coast would be permanently improved. I do not think any other than a Territorial adjustment will ever be either permanent or profitable.

Rockvale to Gebo, Montana. 13 miles. When I heard that it had been undertaken to reach a coal mine, I asked what guarantee had been given that the mine would be operated, and I understood Mr. Mellen that he had such guarantee, which I have since had contradicted by the mine owners. I think such a road, being dependent on a mine 900 feet deep, which may not be permanent, should have some reasonable guarantee. The coal shaft has been sunk 900 feet deep without finding a working vein of coal, and the parties are, as I understand, now drifting to try and find such a vein.

The line from Whitehall to Twin Bridges: I understand the Parrott Company have abandoned the work on the smelter at Gaylord for the reason of failure of water power, in which case, the line may be of no value. I was not advised as to its building. The business is local and in no danger of being disturbed by anyone.

Juliaetta to Lewiston was, I believe, partly built, and its completion was provided for in the protocol with the O. R. & N. last year.

I know nothing of the line from Aberdeen to Hoquiam, and its length -2 miles- makes it of little consequence.

It was considered by your legal advisers the part of wisdom to get all claims for rental of leased lines against the old Northern Pacific Company out of the way. This applied to the Seattle & International and to the Washington Central as well. Earlier action in regard to the Seattle & International

would certainly have saved the Northern Pacific Company a large sum of money. When your house advised me as to the plan of the Canadian Pacific for buying it, I wired at once advising its purchase and offering, if necessary, to join the Northern Pacific in such purchase.

The Central of Washington, being leased to the old Company, the same conditions apply to it as to the Seattle & International, and it rightly came under the lines covered by the London Agreement which we were to discourage, etc.

As regards the Washington and Columbia, I think it was unfortunate that Mr. Adams, or whoever was to notify the Navigation Company as to the Northern Pacific's desire to purchase it, did not do so in a manner to avoid any cause for complaint of not fairly carrying out the terms of the protocol, which has unfortunately existed from that time to the present. The business of the Washington and Columbia Railway was always turned over to the Northern Pacific at the Junction, and Mr. Mohler assured me more than once that he did not intend or expect to disturb the relations in that regard. On the whole, I am sure that the Northern Pacific has suffered much more loss than it has gained, because of the uneasy feeling of distrust and want of confidence created in the minds of the O. R. & N. and Union Pacific people. I have always endeavored to heal this breach, as I felt sure that unless an agreement was reached, both lines would suffer, and, in the end, it might result in our being compelled to build both into the Palouse Country and to Portland, where there are already lines enough to do the business and more railroad capital invested than can be maintained in such an event as I have described. As to my advice to Mr. Coster to acquire control of the Washington and Columbia Railway, kindly bear in mind that this was before the date of the protocol under which certain agreements were made as to that property.

The object of the Great Northern and Northern Pacific

joining in the purchase of the O. R. & N. Preferred shares was to secure harmony and avoid building unnecessary lines in that territory. The Great Northern, after building to Spokane, has no lines of its own into the Palouse, Snake River, and Walla Walla territory, and in giving up the construction of such lines, made, as I view it, the greatest concession, as it left the Northern Pacific and Union Pacific in peaceable possession of that territory, and, at the same time, gave all its traffic to the O. R. & N. at Spokane, thus securing to it a large revenue. Mr. Mellen has repeatedly proposed that both the Northern Pacific and Great Northern should sell their respective holdings in O. R. & N., and build from the mouth of Snake River, on the north side of the Columbia to Portland, and this while both our companies were a party to an agreement to do otherwise. As to Mr. C. B. Wright's connection with the Washington & Columbia River Railway: He furnished a sum of money to a local party named Hunt to build the road and sell it to the Northern Pacific at a profit. While we were selecting a line over the Rocky Mountains, we considered a line by way of the Lolo Pass and the Valley of the Clearwater to Lewiston; thence down the Snake River, and, pending the survey, I had an option on the Washington & Columbia Railway at a lower price than was paid for it by the Northern Pacific Company. When we decided to adopt our present line, Hunt asked me to help him to sell it to the Northern Pacific by not making public our intention of going north. He expressed great fear that Wright would squeeze him out and sell the property to the Northern Pacific, making the money for himself, and this seems to have been the course actually pursued, both as to Hunt and the sale to the Northern Pacific.

Montana Union: Mr. Mellen discussed the purchase of this line with me, and I unhesitatingly advised him to purchase it, particularly as it constituted a considerable portion (from Silver Bow to Garrison) of the Northern Pacific's through line,

and its Butte terminals would be of great value, from a traffic standpoint.

The purchase of the Portland & Puget Sound property in the manner it was made, may, I think, be called rather a hazardous one for the Northern Pacific. The Great Northern must eventually have access from Puget Sound to Portland and intermediate territory. It can get this by an arrangement with the Northern Pacific, either to take its traffic on mutually fair and advantageous terms, or a right to run its trains over the Northern Pacific; or to complete the Portland & Puget Sound Railway. The ownership or an interest in the latter property would not give to the Northern Pacific a right to destroy it or prevent its being built.

Spokane & Northern: I had what I supposed was a thorough understanding with first Mr. Winter and afterwards Mr. Mellen that both companies would co-operate in the purchase of the Spokane & Northern. In conversation with Mr. Mellen a few weeks before the purchase was made, he said to me that it was more in our territory than theirs and that while he was ready to co-operate with us in the matter, he preferred that we should buy and own it. In view of this statement and his action a few weeks later in making the purchase without notice or advice of any kind to or from us, I respectfully ask you if his conduct in this matter was such as we had a right to expect from a company in which we were so largely interested and with an agreement such as the one made in London in 1896. The action of Mr. Coster backed up and given effect by Mr. Morgan was, I am glad to say, exactly on the lines of our agreement, and it prevented what otherwise would have been a very expensive business for the Northern Pacific.

We now come to the lines built by the Great Northern, some of which I think you consider as in some way opposed to the interest of the Northern Pacific.

The Fosston Extension: This line has been under con-

sideration and partly built for several years. It makes a saving in distance from our Red River Valley lines and on our through Pacific Coast traffic of over 100 miles. This alone is a fair reason why we should have completed it, but there were also other reasons why it was for the interest of the Northern Pacific as well, that we should do just what we did do in that matter. Several years ago, a line called the Duluth & Winnipeg was started from Duluth for Winnipeg, by way of Red Lake, with a branch to Crookston and Grand Forks. This company built something over 100 miles northwest from Duluth, and failed. The Canadian Pacific Company bought it and proposed to extend it towards the International boundary, west of the Red River, with a branch from a point south of Red Lake across the entire Red River Valley, cutting the Northern Pacific's Winnipeg line, all of our north and south lines in the valley and reaching the "Soo" Line, at Carrington, on the Northern Pacific's line north from Jamestown, which would have given them a shorter and easier line than either of our companies. The Canadian Pacific had parties out working up county aid in the form of bonds in Polk and Norman Counties, Minnesota, and in Trail and Steele Counties, in North Dakota. We defeated this vote by spending a large sum in cash and promising to build the Hope extension to Aneta, and from Halstead to Carman. We then took up the matter of purchase of the Duluth & Winnipeg from the Canadian Pacific, and, with the aid of Lords Mount-Stephen and Strathcona, and the making of business concessions elsewhere to the Canadian Pacific, we succeeded in buying the Duluth & Winnipeg line, and by building 98 miles from Deer River to Fosston, we made our short connection with Lake Superior, and saved both the Northern Pacific and Great Northern from the competition of the Canadian Pacific. I may say that Sir William Van Horne had repeatedly stated his object in buying and extending the Duluth & Winnipeg was to give him control of the Red River Valley and to make reprisals for the Northern

Pacific's building in Manitoba.

As to the lines mentioned by you on Page 15 and following: Since the date of your letter and my leaving New York, I understand there has arisen complications which place the settlement arrived at in our meeting early in October regarding the O. R. & N. Co's. relations with the Northern Pacific in great jeopardy. I tried hard at that meeting to secure a harmonious solution, and, with yourselves, thought it had been accomplished, but the total want of confidence in the good faith of others has, I fear, brought the matter where it will be difficult to avoid the useless construction of lines which will not pay for years to come, and much of which will be duplicated. Before leaving this matter, I wish to say that I hope no effort will be spared to avoid such a result, and I hold myself ready at all times to work with you to secure a fair solution of all vexed questions in this unfortunate affair.

Lease of Chicago, Milwaukee & St. Paul south of Fargo: Again the action of your house in advising me before-hand of Mr. Mellen's proposed plan was in the interest of the Northern Pacific and in accord with a fair understanding of our agreement. That line has never paid its full operating expenses and taxes. It was originally completed by the Chicago, Milwaukee & St. Paul after Mr. Merrill, the Vice President of that Company, had assured me that he would have nothing to do with it. The result was our building to Aberdeen, Huron and to Sioux Falls, in North and South Dakota, which lines were the real cause of the St. Paul Company's reduced earnings and its failure to pay full dividends as previously paid. It would be a direct and unprovoked invasion of the country now served by our lines and we would be compelled to take prompt steps to resent it.

You speak of extensions in Manitoba and neighborly regard for our Company preventing the construction of lines in the

Red River Valley. It is not long since Mr. Mellen told the writer that he wished we had the Northern Pacific's present line in the valley. However, I must say I was not deeply impressed with his statement. Railway lines are not usually disposed of in that off-hand manner.

The extension of the line of the Central Washington:

I have already written in regard to this quite fully, both from the standpoint of the Northern Pacific and the Great Northern, and I trust my statement of the situation was such as to dispose of any further extension of that line in any direction. In order to help the Northern Pacific on any grain or other commodity it wishes to ship from that line to the Pacific Coast, we will, if desired, join in giving it a connection about 30 miles west of Spokane Falls, and give it a division of the through rate, which will allow the Northern Pacific more profit on the business than it can make by hauling it over its main line, or any extension.

In your fourth division, on Page 18, the general statement as to the profit from branch lines, etc., does not give the basis upon which the earnings of such lines have been adjusted with the main lines. Without that basis, I can, of course, know nothing of the profit or loss of such lines, but if the information I have on that subject is correct, these earnings have been divided by allowing the branch lines a much larger proportion than a mileage basis, which would, of course, largely disturb the correctness of figures given in the Second Annual Report.

On Page 19, you speak of the country east of Fosston as if you considered it Northern Pacific territory, while, in fact, the Northern Pacific is on an average 80 miles or more distant from our Fosston line as built. Originally, we surveyed that line through Brainerd to a connection with the Eastern Minnesota, south of Lake Superior, but the Duluth & Winnipeg necessitated the change. When the Brainerd & Northern Co's.

lumber road was being built, I was asked to aid it in placing its bonds, etc., with the understanding that it would connect with our Fosston Line extended. This I refused on the ground that it would be more naturally a connection of the Northern Pacific, and our aiding it would result in uncalled for friction with that Company. I gave the Brainerd & Northern Company our profiles, and the line has been built on that survey, and while the owners have expressed a desire to connect and operate with our Company, we have never given them the slightest encouragement to anything which would interfere with the business of the Northern Pacific.

I have in the foregoing endeavored to give you our side of the questions at issue as I understand them, and, as there are always two sides, I hope that you will find nothing in what I have said which necessarily conflicts with the fair treatment of all the interest of both companies. The relations of business amity which we have been able so far to maintain between the Northern Pacific and Great Northern have saved very large sums of money to both companies.

Now finally complying with your request that I should state anything to which we can properly take exception, I beg to say that our Traffic Department has frequently called my attention to reductions in rates by the Northern Pacific, in some cases in territory local on our lines and very distant from the lines of the Northern Pacific.

In the early summer, in discussing the local situation at Seattle with Mr. Kendrick, and I think also with Mr. Mellen, I said that we had a piece of ground, nearly 160 acres, around and south of the Northern Pacific's limited freight yard at Seattle, and that we would arrange with them to provide as far as we could for their necessities and our own, using this ground either for yards, or to exchange for such as we might both need. In other words, to do what could be done for both companies. Within sixty days, I learned from Seattle that

Mr. Mellen was trying to secure as terminal lands through other parties a portion of our property, and in such a way as to practically make it difficult for us to use the remainder as a terminal yard.

But a few days ago, Judge Cornish, of the Oregon Short Line, told me that Mr. Mellen had made strong efforts to get control of the Union Depot property at Spokane, which is now used by our Company and the O. R. & N., giving as his reason for desiring such control, that while the "Northern Pacific did not want the property, he knew that we did want it, and "he was going to make it cost us the highest price he could." I do not usually pay much attention to such statements, but Judge Cornish is a man of undoubted character and veracity, and Mr. Mellen's statement to him certainly was unwise; and not such as our relations to the Northern Pacific entitle us to expect. The attempt to over-reach us in the matter of our land at Seattle was short-sighted, the only effect of which, as far as we are concerned, was to destroy any reliance we might place in his professions of friendship, or wish to preserve good feeling and harmony with our Company.

In regard to the purchase of the shares and bonds of the Spokane Falls Company: You will doubtless recall my former letter stating that the price of the stock to be paid by the Northern Pacific fifty per cent of its par value was sixteen cents higher than the price paid to the shareholders by the party with whom the transaction appears to have been made. It was explained to us that the property was to be delivered free from floating debt, and this was corroborated by Mr. Corbin and the officers of his company, when the property was turned over to us in Spokane; the difference of sixteen per cent of this par value was to be used in paying any floating debt and the expenses, commission, etc., attending the transaction. Mr. Corbin has since taken a different view as to the floating debt, and Mr. Mellen goes even further and has recently asked us by

letter to pay, or allow Mr. Corbin to pay, some political debt incurred somewhere in Canada. The price paid Mr. Corbin was, in my judgement, more than it should have been, and we will at least expect him to carry out his contract. Please understand me, that the connection of your house with this transaction is plainly stated in writing, and we do not look to you for anything more than you have agreed to do.

The past fifteen months has been a period of great prosperity with the Northern Pacific and Great Northern, during which time the earnings and net income of both companies have been greater than usual. The public clamor for lower railway rates has been so great that all political parties have vied with each other in making railway rates and taxes an active issue in the fall campaigns in all the states. We have tried to keep all of our published statements of earnings and income as low as possible. Had our accounts been kept on the same basis as those of most of the western roads, including the Northern Pacific, our net income would have shown nearly \$15,000,000. as against \$13,075,000. reported. The present fiscal year will add to these figures, and when next year our heavy permanent improvements are finished, we will be compelled to make reductions in our rates, or run the risk of having still heavier reductions made by the Courts.

I have endeavored to give you in the foregoing a statement of our relations to and with the Northern Pacific; why I have been and still am so anxious to prevent conditions either through the Legislature or the Courts which would compel the establishment of such rates as would prevent the Northern Pacific from holding its place in the list of dividend paying properties.

With your assurances that you desire to work harmoniously with us for what is so clearly the benefit of both companies, I beg to renew my previously expressed wish to co-operate with you fully to that end. I am, dear sir,

Yours very truly,

