

GENERAL CORRESPONDENCE

1878 JULY nd, 2 - 10

FOLDER NO.

11-1

JAMES J. HILL PAPERS

PLEASE RETAIN
ORIGINAL ORDER

[Blank No. 1.]

The North Western Telegraph Co.

The rules of this Company require that all messages received for transmission shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message.

C. H. HARRIS, Sec'y Dept.

E. G. SIMMONS, President.

Kenosha, Wis.

Mr.

137 am M

E. B. HINGSDALE, Secretary.

Dated,

Montmunt Dec 21

1878

Received at

ST. PAUL, MINN.

July

1878

To

Office

*Will be home Saturday morning
at your service*

Don Robbins

sp

[July, 1878]

Whereas the Northern Pacific Railroad Company has been and is operating as one line, the Northern Pacific Railroad from Duluth on Lake Superior to the Missouri River and the Western Railroad of Minnesota from Brainerd to Sauk Rapids, and it connects with the present terminus of the First Division of the St Paul & Pacific Railroad, and whereas John S. Kennedy, Horace Thompson and Edmund Rice as Trustees, under certain mortgages and now and have been in possession of, and operating as one line the Branch line of said First Division Railroad of the St Paul & Pacific Railroad from St Paul to its present terminus at Sauk Rapids, and its main line, in connection with the Red River and Mountain Railroad, from Saint Anthony to Ely and said line of Railroad have been for sometime past and now are operated by said Northern Pacific Railroad Company and said Trustees respectively, and ~~and~~ in connection as regards business common to said lines, and

Whereas differences have existed and do now exist, between the said Northern Pacific Railroad Company and said Trustees representing the lines of road above specified

and the relation which the rates between Lake Superior
and Superior and points beyond shall bear to the rates
between St Paul & Minneapolis and such points, ~~as are~~
~~submitted to and passed on by the~~

respecting the running connections between
said Roads at their points of junction at
Ely and Saint Rapids, and the interchanging
of traffic between them, and the transaction
and division of the business between them,
and it being desired by the parties hereto
that such differences shall be adjusted
and arranged, upon a basis that will be
just and mutually fair and equitable
between said lines of road as respects
such business.

Now therefore. This memorandum of agreement
made this ~~the~~ day of July 1878 by and
between said Trustees, of the one part and
the Northern Pacific Railroad Company of the
other part. Witnesseth: that all matters
of difference past and present between
the management of said respective lines
of Railroad, respecting the connections
to be made at the said points of junction
between them, the interchanging of traffic
at such points and the transaction and
division of business between said lines, and
the division of rates and charges therefor, shall
be, and they are hereby submitted and referred
to ~~selected by the~~
Northern Pacific Railroad Company, and
selected by the said

It is further agreed that any dispute as to the meaning
of the award, and all disputes which may hereafter
arise between the parties as to the matters herein submitted
shall be ~~submitted~~ ^{submitted} to the same referees, whose
decision shall have the same effect as if said ~~matters~~ ^{matters} were
awarded herein ^{promised for}.

Trustees, or referees, to him and decide upon
the said questions of difference between the
parties hereto, and the decision of said referees
with respect to said questions and matters
shall be ~~final~~ ^{final} binding and conclusive
upon the parties hereto. But in case said referees
shall be unable to agree upon a decision respecting
said matters of difference hereby referred to
them, they shall select a third referee to be mu-
tually agreed upon by them, and the decision of
any two of said referees, so chosen shall be binding
upon the parties hereto.

Said referees shall make their decision upon
said matters, under their hands and seals
within days from the ~~submission~~
to them of the questions and matters aforesaid
and the parties hereto agree and promise one to
the other to stand to and abide by the same, and
said decision shall be in force and binding
upon said parties, so long as said lines of road
are respectively operated by the parties hereto.

This submission is made on the part of the
Trustees on the understanding that the Northern
Pacific Company's rates between Duluth and
Brainerd and points west of Brainerd shall
at no time be lower than the rates between St
Paul and Minneapolis and such points, unless
the said referees shall otherwise determine.

Given under our hands

And seals this

day of July A.D. 1878

Provide clause that any dispute as to the proper
meaning of the finding of the referees shall be
referred to some referees and their finding
shall be final

W. C. Anderson

July, 1878

Whereas the Northern Pacific Rail Road Company has been and is operating some line the Northern Pacific Rail Road from Lake Superior to the Wisconsin River and the Western Rail Road from Brainerd to Sand Rapids, which connects the several terminals of the First Division of the St Paul & Pacific R.R. and others John S. Kennedy, Horace Thompson & Edmund Rice as Trustees, when certain mortgages are now and have been in the possession of and operating all the line the Branch Line of said First Division of the St Paul & Pacific Rail Road from St Paul to West Pass, ^{in connection with the St Paul & Northern Pacific R.R.} Sand Rapids through Main Line, from St Anthony to ~~Grand~~ Glyden, and said line of Rail Road have been for some time past and now are operated by said Northern Pacific R.R. and said Trustees in Commission as agents for said line.

And whereas differences ~~and~~ ~~disputes~~ have existed and do now exist between the said Northern Pacific R.R. and said Trustees, respecting the line of Road above specified [operating the] running, connection between said Roads, the interchange of traffic between them

at their points of junction at Glyden and Sand Rapids

And in case said Referee shall be unable to agree upon a decision respecting said matters of difference hereby referred to them, they shall select an ^{third Referee} ~~arbitrator~~ to be mutually agreed upon by them, and the decision of any two of said ~~Referees~~ ^{Referees} so chosen shall be binding upon the parties hereto.

Said Referees shall make their decision ^{upon} said matters under their hands and seals within days from the submission to them of the questions & matters aforesaid & the parties hereto agree to promise me to the other to stand to and abide by the same, and said decision shall be in force & binding upon said parties ~~as long as said~~ ^{for the} ~~term of~~ ^{term of} ~~three~~ ^{three} ~~months~~ ^{months} & shall be accepted & approved by the parties hereto. ~~Under our hands the day & year aforesaid~~

~~Provided that this arbitral award shall only be binding on said matters in case the said Northern Pacific Company shall at all times maintain ^{the} ~~the~~ between such as persons as points beyond a freight and ~~the~~ ^{passenger} ~~passenger~~ ^{passenger} ~~trifft~~ ^{trifft} not less than the tariff between St Paul and Minneapolis and such points, and such~~

This concession is made on the basis of the
trusts on the understanding that the ~~North~~ Northern
Pacific Company's rates ~~between~~ ~~or~~ between Duluth and
Brainerd and points beyond shall at no time be lower
than the rates between St. Paul and Minneapolis and
such points, unless the said rates shall otherwise
determine; ~~then~~

Given under our hands this
day of July A.D. 1878 -

[July 2, 1878]

This agreement made this 2^d day of July 1878 by and between Daniel M. Robbins of St Paul Minnesota party of the first part and Jesse P. Farley Receiver of the St Paul and Pacific Railroad Company party of the second part, Witnesseth: That the party of the first part for and in consideration of the payments covenants and agreements hereinafter set forth to be made kept and performed by said party of the second part, promises and agrees to furnish materials, and execute, construct and finish in every respect in a substantial and workmanlike manner and to the satisfaction of the party of the second part or his chief Engineer, all those portions of the St Paul and Pacific Railroad commencing at or near McKross and terminating at Alexandria being a distance of about miles and also commencing at the present terminus of said St Paul and Pacific Railroad at or near Snake River and terminating at the boundary line between Minnesota and Manitoba, a distance of about miles.

Said party of the first part agrees to do all the grubbing and clearing for

a space of twenty five (25) feet on each side of the centre line of said Railroad; to procure and pay for a right of way one hundred and fifty (150) feet wide except where such right of way is occupied by buildings, or the expense of obtaining the same would be extraordinary, but said right of way shall not in any place be less than one hundred feet wide; to procure and pay for depot grounds at Saint Centre, West Union, Town Line and Alexandria according to specifications furnished by said Receiver; to do all the grading, widening, ditching and filling necessary to the preparation of the road bed for tracks according to profiles to be furnished by said Receiver; to do all piling, to build all bridges, culverts, sluices, cattle guards and road crossings in accordance with the specifications of said Receiver; to furnish all ties iron rails and splices to correspond to samples of iron furnished by said Receiver; to lay all track and surfaces and ballast the same with gravel in a good workmanlike manner; to build depots at Saint Centre

Osakis, West Union, Town Line and Alex-
-andria in accordance with plans and
specifications to be furnished by said
Receiver; to build four section and tool
houses at such points between Melro-
-ose and Alexandria as shall be direct-
-ed by said Receiver; to build one tank
house each at Saint Centre, Osakis and
Alexandria, all complete with well
pump and windmill, to build one
turntable and engine house at Alex-
-andria, according to plans to be fur-
-nished by said Receiver; to put in
the necessary number of side tracks
frogs, switches and switchstands,
to build four Depots and eight section
and tool houses, two engine houses and
turntables and four tank houses upon
the line of said Railroad between
Brookston and St Vincent at such
points as said Receiver shall direct
and in accordance with plans to be
furnished by him; to furnish twelve shau-
-lcers and twelve sets of track tools
and to build and complete a telegraph
line along the line of said Rail Road
in a good and substantial manner,
all materials for said work and the

proper performance of the same shall be furnished by the party of the first part at his own cost and shall be of such quality and kind as shall be specified by said Receiver.

And said Receiver agrees to pay said party of the first part for the doing of the work and labor and furnishing all the materials for the full completion of said Rail Road and Telegraph line as above specified, the sum of Nine thousand seven hundred (\$9,700⁰⁰) Dollars per mile, for said main line and all side tracks built under this agreement,

Said party of the first part further agrees to repair and widen the old grading, build all pile bridges, culverts, sluices, road crossings and cattle guards put in all new ties that may be necessary, surface and ballast track with gravel, relay track and put in good order and condition, to the satisfaction of said Receiver, all that part of said Rail Road between Crookston and the end of the track as laid in 1873, a distance of about Twenty eight (28) miles, for the sum of

[7-2-78]

Two thousand dollars (\$2000.⁰⁰) per mile.

The party of the first part agrees to commence said work of construction immediately and to complete the said Railroad to Sault Centre on or before July 31st 1898 and to Alexandria and said boundary line on or before the ~~20th of Nov~~^{first of December} ~~1898~~, and to be governed in the prosecution thereof as to time and manner subject to the foregoing stipulations, by the party of the second part or his chief engineer.

It is further agreed that the party of the second part shall furnish to the party of the first part, for use in the prosecution of the work so contracted for, such motive power and cars as may be necessary, free of charge it being understood however that the wages of the engineer and fireman shall be defrayed by the party of the first part, during the time they are so employed.

It is further understood that the party of the second part will furnish to the party of the first part, free transportation for all men, materials, stock and supplies, over the lines managed by him, ^{as required} and the same shall be needed

in the prosecution of said work, said party of the second part to load and deliver at the end of the track, free of charge to the party of the first part, all iron rails, spikes, splices bolts frogs and switches, as the same shall be required by said contractor,

Estimates of work done and material furnished shall be made by the engineer of the party of the second part or his assistants on the first of each and every month during the life of this contract, and payments shall be made therefor on the fifteenth day of each month, and said contractor hereby waives all benefit or claims against said Railroad to which he may be entitled under any lien law of the State of Minnesota.

It is mutually agreed that whenever said Rail Road shall be completed to either of the points above named viz; Alexandria, or said boundary line, to the satisfaction of the party of the second part, he shall cause the same to be inspected by his chief engineer and accept the same as completed,

And it is further agreed that in consideration of the fulfillment and per-

performed in good faith of all the stipulations contained in this contract, by the party of the first to be performed, the party of the second part will pay to the party of the first part the price per mile hereinafore set forth in conformity to the estimates of the chief engineer aforesaid.

It is further expressly agreed that this contract is made by the said second party as receiver as aforesaid and not otherwise and in pursuance of a certain order of the Circuit Court of the United States for the District of Minnesota made on the 31st day of May A. D. 1898 in the suit of John S. Kennedy & al vs. the St Paul & Pacific Railroad Company & al and subject in all respects to the provisions of said order and that the said second party shall not be liable to pay any of the sums hereinbefore mentioned except out of such moneys as shall be actually furnished to and received by him as such receiver as provided in said order.

In witness whereof the parties have hereunto set their hands and seals

the day and year first above written
I shall be glad to
send you
1/20 B Young
R. B. Edwards

D. M. Robbins
J. P. Garley, Receiver
S. P. R. R.

Copy

This agreement made this 2nd day of July, 1874 by and between Daniel M. Robbins of St Paul Minnesota party of the first part, and Jesse P. Farley, Receiver of the St Paul and Pacific Rail Road Company, party of the second part Witnesseth: That the party of the first part for and in consideration of the payments, covenants and agreements herein after set forth to be made, kept and performed by said party of the second part, promises and agrees to furnish materials and execute, construct and finish in every respect in a substantial and workmanlike manner and to the satisfaction of the party of the second part or his chief engineer, all those portions of the St Paul and Pacific Rail Road commencing at or near Melrose and terminating at Alexandria being a distance of about 36 miles, and also commencing at the present terminus of said St Paul and Pacific Rail Road at or near Snake River and terminating at the boundary line between Minnesota and Manitoba, a distance of about 65 miles.

Said party of the first part agrees to do all the grubbing and clearing for a space of seventy five (75) feet on each side of

the center line of said Rail Road; to procure and pay for a right of way one hundred and fifty (150) feet wide except where such right of way is occupied by buildings, or the expense of obtaining the same would be extraordinary but said right of way shall not in any place be less than one hundred feet wide; to procure and pay for depot grounds at Sank Centre, West Union, Town Line and Alexandria according to specifications furnished by said Receiver; to do all the grading, widening, ditching and filling necessary to the preparation of the road bed for track according to profiles to be furnished by said Receiver; to do all piling, to build all bridges, culverts, sluiceways, cattle guards and road crossings in accordance with the specifications of said Receiver; to furnish all ties iron rails and splices to correspond to samples of iron furnished by said Receiver; to lay all track and surface and ballast the same with gravel in a good workmanlike manner; to build depots at Sank Centre, Oak Hills, West Union, Town Line and Alexandria in accordance with plans and specifications to be furnished by said Receiver; to build four section and tool houses at such points between

Melrose and Alexandria as shall be directed by said Receiver, to build one tank house each at Sand Centre, Oakdale and Alexandria, all complete with well pump and windmill, to build one turn table and engine house at Alexandria, according to plans to be furnished by said Receiver, to put in the necessary number of side track frogs switches and switchstands, to build four depots and eight sections and tool houses, two engine houses and turn table and four tank houses upon the line of said Railroad between Crookston and St Vincent at such points as said Receiver shall direct and in accordance with plans to be furnished by him; to furnish twelve handcars and twelve sets of track tools and to build and complete a telegraph line along the line of said Rail Road in a good and substantial manner. All material for said work and the proper performance of the same shall be furnished by the party of the first part at his own cost and shall be of such quality and kind as shall be specified by said Receiver.

And said Receiver agrees to pay ~~the~~ said party of the first part for the

doing of the work and labor and furnishing all the materials for the full completion of said Rail Road and Telegraph line as above specified, the sum of nine thousand seven hundred (\$9,700) dollars per mile, for said main line, and all side track built under this agreement.

Said party of the first part further agrees to repair and widen the old track, build all pile bridges, culverts, sluices, road crossings and cattle guards, put in all new ties that may be necessary, surface and ballast track with gravel relay track and put in good order and condition to the satisfaction of said Receiver, all that part of said Rail Road between Crookston and the end of the tract as laid in 1873 a distance of about twenty eight (28) miles, for the sum of Two thousand dollars (\$2,000) per mile.

The party of the first part agrees to commence said work of construction immediately and to complete the said Railroad to Sauk Centre on or before July 31, 1878 and to Alexandria and said boundary line on or before the first of December 1878, and be governed

in the prosecution thereof as to time and manner subject to the foregoing stipulations by the party of the second part or his chief engineer.

It is further agreed that the party of the second part shall furnish to the party of the first part, for use in the prosecution of the work so contracted for, such motive power and cars as may be necessary free of charge it being understood however that the wages of the engineer and fireman shall be defrayed by the party of the first part during the time they are so employed.

It is further understood that the party of the second part will furnish to the party of the first part, free transportation for all men, materials, stock and supplies over the lines managed by him as the same shall be needed in the prosecution of said work, said party of the second part to load and deliver at the end of the track, free of charge to the party of the first part all iron rails, spikes, splices, bolts, frogs and switches, as the same shall be required by said contractor.

Estimates of work done and material furnished shall be made by the engineer of the party of the second part or

his assistants on the first of each and every month during the life of this contract and payments shall be made therefor on the fifteenth day of each month and said contractor hereby waives all benefit or claims against said rail road to which he may be entitled under any lien law of the State of Minnesota.

It is mutually agreed that whenever said Rail Road shall be completed to either of the points above named viz. Alexandria or said boundary line, to the satisfaction of the party of the second part, he shall cause the same to be inspected by his chief engineer and accept the same as completed.

And it is further agreed that in consideration of the fulfillment and performance in good faith of all the stipulations contained in this contract, by the party of the first part to be performed, the party of the second part will pay to the party of the first part the price per mile hereinbefore set forth in conformity to the estimate of the chief engineer aforesaid.

It is further expressly agreed that this contract is made by the said second party or receiver, as aforesaid, ^{and not otherwise} and

in pursuance of a certain order of
the Circuit Court of the United States
for the district of Minnesota made
on the 31st day of May 1878 in the suit
of John S. Kennedy & al and subject
in all respects to the provisions of said
order and that the said second party shall
not be liable to pay any of the sums
hereinbefore mentioned except out of
such moneys as shall be actually for-
wished to and received by him as
such receiver, as provided in said
order.

In witness whereof the parties
have hereto set their hands and
seals, the day and year first above
written.

Scaled & delivered

in presence of

Signed, A. M. Robbins

Signed, Geo. B. Young

"

R. B. Galusha

Signed, J. C. Farley

Receivd H. C. & P. R. R.



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