

GENERAL CORRESPONDENCE

1880 UNDATED, JAN n.d, 1-3

FOLDER NO.

12 - 1

JAMES J. HILL PAPERS

PLEASE RETAIN  
ORIGINAL ORDER

[1290] [C]

[Copy]

Jas J Hill Esqr - Enclosed find three views taken at the camps of Clough Bros & Hartley at Eagle Bend on your road. I understand you have been looking for these views and as the photographer that took them lives here I can get you any number you may want. he has a quite a large variety. The star load 11,074, of green oak on one set of bobs is a large one about two car loads

Yours Truly

G G Hartley

Duluth Minn

[Written in blue pencil across the left hand corner of the page, "Ack."] ]

[ 6 photographs of Clough Bros + Hartley's logging operation placed in JSH photo collection ]



[1880] [2]

Clough Bros. & Hartley's Camp  
at Eagle Bend, Minnesota,  
getting out for St. Paul, Minneapolis  
& Manitoba Railroad

[5] Memorandum dated [1880] [1] that accompanied  
the photograph. It is filed in general Correspondence  
also see Robinson's N. B. 47 12, 875 in notes.

[1890] C?

[Copy]

Jas J Hill Esqr - Enclosed find three views taken at the camps of Clough Bros & Hartley at Eagle Bend on your road. I understand you have been looking for these views and as the photographer that took them lives here I can get you any number you may want. he has a quite a large variety. The star load 11,074, of green oak on one set of bobs is a large one about two car loads

Yours Truly

G G Hartley

Duluth Minn

[Written in blue pencil across the left hand corner of the page, "Ack<sup>d</sup>."] ]

1870 [17]  
For J. H. C. Trip enclosed find three views taken  
at the Camp of Clough Bros & Hartley at  
Eagle Bend on your road. I understand you  
have been looking for these views and as  
the Photographer that took them lives here  
I can get you any number you may want.  
He has a quite a large variety. The star  
load 16074. of green oak on one set of  
logs is a large one about two car loads

Yours Truly

E. G. Hartley

Duluth Minn

[Photographs have been filed in "Museum Places"]



[1886] [C]

J. Kling to & from St Vincent

A young lawyer whom I  
have employed, or rather  
induced to go, to St Vincent  
to look the town over  
and locate and take  
charge of the paper -

Heed was a failure and  
I had to buy him off -

R. W. Johnson

EPLO.

[1880][?]

Ativeter 11

The longest stroke of our 18 ft  
wind mills is 8 inches - 4 by 10 pump  
is just as good as longer. I will go  
up over the Fergus Div and take along  
something to fix those tubs next week

1088 a

J. F. Nickerson

[1880] [22]

Mr. Dox

Will you please  
ask Mr. Hill for a pass  
for Mr. W. H. Mitchell  
to & from St Vincent?

He goes up with a  
view to taking charge  
of our paper -

Kling failed me.

Yrs

Wm Johnson

St Paul  
July



[1880]

This Indenture made the  
day of                      A.D. eighteen hundred and eighty-  
Between Her Majesty Queen Victoria, represented  
herein by the Honorable the Minister of Railways  
and Canals of Canada, of the one part, (hereinafter  
called the Government,) and The St. Paul, Minneapolis  
and Manitoba Railway Company (hereinafter called  
the Company) of the other part;

Whereas the Government of Canada owns the  
line of Railway between Emerson and Selkirk in the  
Province of Manitoba, known as the Pembina Branch  
of the Canadian Pacific Railway, and the Company  
owns the line of Railway between St. Paul and  
Emerson -

And whereas it is desirable that a traffic arrange-  
ment should be made between the two lines;

Now the parties hereto covenant and agree each  
with the other as follows: -

1. To interchange traffic and Cars (both passengers  
and freight) at Emerson on the terms hereof, and  
to make close train connections at that point, and  
so to regulate the arrival and departure of trains  
as best to suit the public convenience -
2. To work efficiently and run with reasonable  
despatch, and in a manner best to suit the public  
convenience, all trains conveying traffic to be, or  
which may have been, interchanged -
3. The Government covenants that all trains  
upon the said Government Railway conveying  
traffic for interchange with the Company's  
Railway, on arrival at Emerson shall at once  
be so shunted and divided up by the Government  
officials as to bring together the cars intended

for transportation over the said Company's Railway, and to so place them, that the Company's Engine can securely and conveniently pick them up -

4. The Company covenants that all trains upon the Company's Railway conveying traffic for interchange with the said Government Railway on arrival at Emerson shall at once be so shunted and divided up by the Company's officials, as to bring together the cars intended for transportation over the said Government Railway, and to so place them that the Government Engine can securely and conveniently pick them up -

5. Neither the Government nor the Company is to be bound to allow its Cars (either passenger or freight) to be hauled through by the other, if, at the time, the officials of the road, to which the Cars belong consider that the same are required for use on such road, but in as much as the Car stock on the said Government Railway will be limited in quantity, it is agreed that as far as practicable, the through traffic shall be loaded on the Cars of the said Company's Railway -

6. The following rates shall be paid for the Car stock of the one party when run upon the line of the other, till altered pursuant to the terms hereof, viz:

First Class <del>Passenger</del> Carriages	3 <sup>cts</sup>	per mile -
2 <sup>d</sup> do do do	2 <sup>cts</sup>	do
Baggage & Express Cars	2 <sup>cts</sup>	do
Freight Cars	3/4 <sup>ct</sup>	do

7. The parties hereto shall mutually arrange from time to time, to issue through tickets to passengers from points on their respective lines of Railway, to points on lines lying beyond the same, to which it is practicable to arrange for through booking and also that they will from  
time



time to time agree upon rates for freight and passenger traffic, interchanged between their respective lines of Railway so that through Bills of Lading and through Rates may be given to the Public, and passengers baggage checked through.

8. The Rates and Fares which shall be in force from the date of the operation of this agreement, till altered pursuant to the terms hereof, shall be those set forth in the Schedule A. Attached hereto, and they shall be divided between the Contracting Parties, in the proportions set forth in the Schedule B. attached hereto -

9. The Government will be responsible for the collection of all charges on freight delivered to them at Emerson for transportation over their line of Railway, and pay the back charges promptly over to the said Company -

10. The Company will be responsible for the collection of all charges on freight delivered to them at Emerson for transportation over their line of railway, and pay the back charges promptly over to the Government -

11. Accounts between the parties are to be settled at least once a month, and as often during the month as may be found convenient; and any balance due by either to the other is to be promptly paid -

12. The Company covenants to make fair and reasonable arrangements as to their proportion of rates and fares for the transfer of freight and passengers at the junction at or near Glynndon, of the Company's Railway and the Northern Pacific Railway, so that traffic to and from the Province of Manitoba  
from



from and to Canada, via Lake Superior, may be carried on freely without interruption or break of bulk; Also that the rates and fares to be charged by the Company for the Carriage to and from Emerson from and to Glyndon of freight and passengers consigned to or going to Canada via Lake Superior, or consigned to or going to Manitoba from Canada, via Lake Superior, shall not exceed an equal mileage rate of the through rates between Emerson and St. Paul.

13. That either party may, at any time call for a revision of the terms of this agreement, as to the rates and fares, and in the event of its being found impracticable to settle any dispute by mutual agreement the same shall be referred to arbitration as hereinafter mentioned.

14. That should any difference arise respecting the carrying out of any clause of this agreement, such difference shall, from time to time, as the same may arise, be referred to the award and determination of three arbitrators, one to be nominated by the Government, one by the Company, and the third by the two so nominated. Provided always that if either party should for one month after notice from the other that they have nominated an arbitrator, omit or refuse to nominate an arbitrator, or if the two nominated shall omit or refuse to nominate the third, then the Chief Justice of the Supreme Court of Canada (or in his absence the Senior Puisné Judge present in Ottawa) may on the application of either party nominate the required arbitrator.

McL

In case of the death, resignation or refusal to act of any arbitrator, or if for any other cause, the office of any arbitrator becomes vacant, his successor shall be nominated in the same manner as such arbitrator was nominated, unless the parties otherwise agree; and in case such successor be not within one month after the happening of the vacancy, nominated by the party entitled to nominate him, then the said Chief Justice, or in his absence, the said Senior Puisne Judge may on the application of either party nominate such successor -

The arbitrators shall within one month after the last appointment proceed to determine the matters referred, and they or a majority of them shall make and publish their award in writing within one month after the closing of the hearing of the arbitration. Provided always that any of the Judges of the Supreme Court of Canada may on the application of either party, either before or after the expiration of such one month, or of any extended time, from time to time extend the time for making such award. The award of the said arbitrators or a majority of them shall be final -

15 - This agreement to commence when the Government have taken possession of the said Pembina Branch line and to be in force for a period of one year thereafter, and then to continue in force until determined by either party by three months written notice in that behalf given to the other -

In witness



In witness whereof the President of the Company  
has hereto set his hand and caused the Corporate  
seal of the Company to be hereto affixed, and the  
Minister of Railways & Canals has hereto set his  
hand, and caused these presents to be sealed and  
countersigned by the Secretary of the Department  
of Railways & Canals -

Signed, sealed & delivered  
by the Minister and Secretary  
of the Department of Railways  
& Canals, in the presence of:

Minister of Railways & Canals

Signed and delivered by the  
President of the Company, the  
Corporate seal of the Company  
having been hereto affixed,  
in the presence of: —



[1880]

Dated

1880.

Her Majesty the Queen  
represented by the Minister  
of Railways & Canals  
with

The St. Paul, Minneapolis  
& Manitoba Railway Co.

Traffic Arrangement  
re Pembina Branch  
and —  
Railway between St. Paul  
and Emerson —

C. H. B.

No 6017.

[1880]

This Indenture made the                      day of                      A. D.                      eighteen hundred and eighty Between Her Majesty Queen Victoria, represented herein by the Honorable the Minister of Railways and Canals of Canada, of the one part, (hereinafter called the Government) and The St. Paul, Minneapolis and Manitoba Railway Company (hereinafter called the Company,) of the other part:

Whereas the Government of Canada owns the line of Railway between Emerson and Selkirk in the Province of Manitoba, known as the Pembina Branch of the Canadian Pacific Railway, and the Company owns the line of Railway between St. Paul and Emerson.

And whereas it is desirable that a traffic arrangement should be made between the two lines:

Now the parties hereto covenant and agree each with the other as follows:

1. To interchange traffic and cars (both passenger and freight) at Emerson on the terms hereof, and to make close train connections at that point, and so to regulate the arrival and departure of trains as best to suit the public convenience-
2. To work efficiently and run with reasonable despatch, and in a manner best to suit the public convenience, all trains conveying traffic to be, or which may have been, interchanged-
3. The Government covenants that all trains upon the said Government Railway conveying traffic for interchange with the Company's Railway, on arrival at Emerson shall at once be so shunted and divided up by the Government officials as to bring together the cars intended (for)



Line 7

for transportation over the said Company's Railway, and to so place them that the Company's Engine can securely and conveniently pick them up-

4. The Company covenants that all trains upon the Company's railway conveying traffic for interchange with the said Government Railway on arrival at Emerson shall at once be so shunted and divided up by the Company's officials, as to bring together the cars intended for transportation over the said Government Railway, and to so place them that the Government Engine can securely and conveniently pick them up-

5. Neither the Government nor the Company is to be bound to allow its cars (either passenger or freight) to be hauled through by the other, if, at the time, the officials of the road, to which the cars belong consider that the same are required for use on such road, but in as much as the car stock on the said Government Railway will be limited in quantity, it is agreed that as far as practicable, the through traffic shall be loaded on the Cars of the said Company's Railway-

6. The following rates shall be paid for the Car stock of the one party when run upon the line of the other, till altered pursuant to the terms hereof, viz:

First Class <del>Passenger</del> Carriages	3cts	per mile	-
2d do ----- do	2cts	do	
Baggage & Express Cars	--	3cts	do
Freight Cars -----	--	1ct	do

7. The parties hereto shall mutually arrange from time to time, to issue through tickets to passengers from points on their respective lines of Railway, to points on lines lying beyond the same, to



which it is practicable to arrange for through booking and also that they will from (time) time to time agree upon rates for freight and passenger traffic, interchanged between their respective lines of Railway so that through Bills of Lading and through Rates may be given to the Public, and passengers baggage checked through.

8. The Rates and Fares which shall be in force from the date of the operation of this agreement, till altered pursuant to the terms hereof, shall be those set forth in the Schedule "A" attached hereto, and they shall be divided between the contracting parties, in the proportions set forth in the Schedule "B" attached hereto-

9. The Government will be responsible for the collection of all charges on freight delivered to them at Emerson for transportation over their line of Railway, and pay the back charges promptly over to the said Company-

10. The Company will be responsible for the collection of all charges on freight delivered to them at Emerson for transportation over their line of railway, and pay the back charges promptly over to the Government-

11. Accounts between the parties are to be settled at least once a month, and as often during the month as may be found convenient, and any balance due by either to the other is to be promptly paid-

12. The Company covenants to make fair and reasonable arrangements as to their proportion of rates and fares for the transfer of freight and passengers at the junction at or near Glyndon, of the Company's railway and the Northern Pacific Railway, so that

(Out) traffic to and from the Province of Manitoba (from) from  
and to Canada, via Lake Superior, maybe carried on freely  
without interruption or break of bulk: Also that the rates  
and fares to be charged by the Company for the Carriage to  
and from Emerson from and to Glyndon of freight and pass-  
engers consigned to or going to Canada via Lake Superior,  
of consigned to or going to Manitoba from Canada, via Lake  
Superior, shall not exceed an equal mileage rate of the  
through rates between Emerson and St. Paul -

13. That either party may, at anytime call for a re-  
vision of the terms of this agreement, as to the rates  
and fares, and in the event of its being found impractica-  
ble to settle any dispute by Mutual agreement the same  
shall be referred to arbitration as hereinafter mentioned.

14. That should any difference arise respecting the  
carrying out of any clause of this agreement, such dif-  
ference shall, from time to time, as the same may arise,  
be referred to the award and determination of three ar-  
bitrators, are to be nominated by the Government, one by  
the Company, and the third by the two so nominated - Pro-  
vided always that if either party should for one month  
after notice from the other that they have nominated an  
arbitrator, omit or refuse to nominate an arbitrator, or  
if the two nominated shall omit or refuse to nominate the  
third, then the Chief Justice of the Supreme Court of Can-  
ada (or in his absence the Senior Riusne' Judge present  
in Ottawa) may on the application of either party nominate  
the required arbitrator - (In case) of the death,  
resignation or refusal to act, of any arbitrator or if  
for any other cause, the office of any arbitrator becomes  
vacant, his successor shall be nominated in the same man-  
ner as such arbitrator was nominated, unless the parties  
otherwise agree: and in case such successor be not within



one month after the happening of the vacancy, nominated by the party entitled to nominate him, then the said Chief Justice, or in his absence, the said Senior Riusne' Judge may on the application of either party nominate such successor -

The arbitrators shall within one month after the last appointment proceed to determine the matters referred, and they or a majority of them shall make and publish their award in writing within one month after the closing of the hearing of the arbitration. Provided always that any of the Judges of the Supreme Court of Canada may on the application of either party, either before or after the expiration of such one month or of any extended time, from time to time extend the time for making such award - The award of the said arbitrators or a majority of them shall be final -

15. This agreement to commence when the Government have taken possession of the said Pembina Branch line and to be in force for a period of one year thereafter, and then to continue in force until determined by either party by three months written notice in that behalf given to the other -

(In witness) In witness whereof the President of the Company has hereto set his hand and caused the Corporate seal of the Company to be hereto affixed, and the Minister of Railways & Canals has hereto set his hand and caused these presents to be sealed and countersigned by the Secretary of the Department of Railways & Canals \*

Signed, sealed & delivered by the Minister and	}	Minister of Rail-
Secretary of the Department of Railways & Canals,		
in the presence of:		

Signed and delivered by the President of the Com-	}
pany, the Corporate seal of the Company having	
been hereto affixed, in the presence of:	





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