

LAW OFFICES OF
NOFFSINGER & WALCHLI
ROOMS 2-5 NOFFSINGER BUILDING
KALISPELL, MONTANA

September 13, 1923

Mr. Louis W. Hill

Chairman Board of Directors

Great Northern Railway

St Paul, Minn.

Dear Sir:

Your kind letter of September 7th is to hand and I beg to thank you for the information therein contained, but more than that, for the kindly and confidential spirit and attitude in which it was written.

I surely will treat it confidentially.

Yours very truly,

N/B

W.N. Noffsinger

Mr. Hill:

It seems to me paragraphs nos. 10, 14 & 20, of attached contract between Glacier Park Hotel Company and Park Saddle Horse Company, indicate Mr. Noffsinger has the exclusive Saddle horse concession in Glacier Park, and we should be able readily to protect his interests. This contract runs for five years from June 1, 1923 - and thereafter from year to year until cancelled, as outlined in paragraph #20.

AK 9/26/23.

FGD

THIS AGREEMENT, Made as of the first day of June, 1923, between the GLACIER PARK HOTEL COMPANY, a Minnesota corporation, hereinafter called the "Hotel Company", and the PARK SADDLE HORSE COMPANY, a Montana corporation, hereinafter called the "Saddle Horse Company",

WITNESSETH:

For and in consideration of the mutual dependent promises hereinafter stated, the parties agree:

1. The Saddle Horse Company shall keep and maintain in Glacier National Park, from the beginning of the tourist season until the close of the season, at Glacier Park Hotel, at Going-to-the-Sun Chalets and at Many-Glacier Hotel, and at such other points as may be mutually agreed upon, in Glacier National Park, gentle, safe, and reliable saddle and pack horses, well broken to mountain trails, sufficient in number to accommodate and meet the demands of tourists during the months of June, July, August and September. The saddle horses shall be fully equipped with good saddles, bridles, and waterproof slickers for the use of tourists.

2. The Saddle Horse Company shall also provide a sufficient number of competent guides for all purposes for which guides are needed, and shall also be prepared to furnish and conduct all-expense independent camping tours. The rates to be charged for saddle and pack horses, for guides and flat rates for specific trips will be only such rates as are authorized by the Secretary of the Interior or his representative from time to time. The Saddle Horse Company shall publish such rates as open rates, available to any and all persons desiring to take advantage of them, and shall have on hand sufficient guides and horses at the points above stated to provide all tourists with guides, horses and equipment on the day such tourists present themselves desiring such service.

3. The Saddle Horse Company shall keep on hand an adequate supply of complete camping outfits and shall furnish such outfits to parties desiring to travel through and use their own camps in Glacier National Park, and shall charge for such camping outfits rates as authorized by the Secretary of the Interior or his representative.

4. The Saddle Horse Company shall keep an accurate record of persons handled by it, such record to show the name of the guide in charge of the party, starting point and destination of the trip, names of tourists in the party, amount charged for the service and such other information as is necessary to make a comprehensive record of all tourist business handled by it during the season and on request will furnish this information to the Hotel Company.

5. The Saddle Horse Company shall be and is an independent carrier, and shall and hereby does, assume all liability for injury to or death of any and all persons handled or transported through or in said Glacier National Park by it, and for injury to or death of employees of the Saddle Horse Company, and for loss of or damage to baggage of any and all persons while in its possession or care, however such injury, death, loss or damage may occur or be caused; and also all liability for injury to or death of persons or loss of or damage to property, caused or occasioned by the negligence of the Saddle Horse Company, its employees, agents or servants; and the Saddle Horse Company shall and hereby does indemnify and save harmless the Hotel Company, of and from any and all claims, actions, loss, damage, judgments, recoveries, costs or expense, in any manner arising or growing out of any injury, death, loss or damage aforesaid, provided that nothing herein contained shall be construed as imposing upon the Saddle Horse Company any liability to third parties which would not otherwise exist.

6. The Saddle Horse Company shall settle all claims that may be made for injury, death, loss or damage, expeditiously, and as far as possible within ninety days from the time such claims are made.

7. The Saddle Horse Company shall keep records and accounts of all baggage and other personal property of tourists delivered to it by the Hotel Company or received by it from the Hotel Company, such records to show the nature of the articles, the name of the owners, the point at which received, the destination, the weight and the amount charged for the service.

8. The Saddle Horse Company agrees to co-operate with the Hotel Company in all its efforts to advertise the attractions of Glacier Park by providing free horse service to writers, artists, photographers, tourist agents, leaders of organized parties and other people who are accorded free accommodations at the hotels and who come to Glacier Park for the purpose of securing material for stories, pictures or information which will help to make the park more widely known and increase the number of visitors, such free service to be accorded on request of the Hotel Company. The Saddle Horse Company, however, shall not be called upon to provide such free service to the exclusion of any revenue business.

9. The Hotel Company shall insert in its folders and in pamphlets and booklets, descriptive of Glacier National Park, which it may distribute to the public, an advertisement of the facilities provided by the Saddle Horse Company, describing the horseback tours and other accommodations afforded in Glacier National Park by the Saddle Horse Company.

10. The Hotel Company, by its agents, advertising and other means, shall direct tourists and visitors to Glacier National Park, to the Saddle Horse Company for saddle horses, guides and camp outfits, to the exclusion of any other outfitter or provider of such service.

11. The Hotel Company may sell tickets for guide and saddle horse service of the Saddle Horse Company at Glacier Park Hotel, Many-Glacier Hotel and Going-to-the-Sun Chalets. In selling such tickets, the Saddle Horse Company shall pay to the Hotel Company two and one-half per cent ($2\frac{1}{2}\%$) of the gross receipts of all the tickets sold by the Hotel Company, and will grant the free use of a horse to a collector in the employ of the Hotel Company for his business trips.

12. The Hotel Company will make settlement weekly with the Saddle Horse Company for all tickets sold for cash, and will make settlement for tickets which are charged to guests' accounts as soon as practicable after the money is collected by the Hotel Company. The Hotel Company shall also deduct at the time of settlement from the amounts received by it for tickets sold on account of the Saddle Horse Company, two and one-half per cent ($2\frac{1}{2}\%$) to cover commission due the Hotel Company.

13. The Hotel Company shall issue an itinerary on blanks furnished by the Saddle Horse Company for each horseback party arranged for by it, filling in thereon such information as the parties hereto may now or hereafter agree is to be inserted. The Hotel Company shall also furnish the Saddle Horse Company, at each of the hotels and chalets of the Hotel Company where tickets of the Saddle Horse Company are sold, a daily balance sheet covering such ticket sales, on blanks to be furnished by the Saddle Horse Company.

14. The Hotel Company shall not permit any persons, other than the Saddle Horse Company or its authorized agents, to solicit saddle horse business from tourists in the hotels or chalets of the Hotel Company or on their grounds.

15. The Hotel Company shall furnish meals in the employees' dining room at prices to be agreed upon, to guides who are the exclusive employees of the Saddle Horse Company, at Two-Medicine,

Cut Bank, St. Mary, Sperry and Granite Park Chalets when they are in operation, during the life of this agreement, when said guides are making trips through the park with tourists or are returning to headquarters of the Saddle Horse Company from any such trips. Meals will be furnished to guides only when paid for in coupons or cash.

16. The Hotel Company shall sell at any of its chalets or hotels, commissary supplies for the use of tourists being conducted through the park, by the Saddle Horse Company, at fifteen (15%) per cent above cost of such supplies laid down at the chalet or hotel where purchased.

17. The Hotel Company shall accord to the Saddle Horse Company and its authorized representatives, free use of the Hotel Company's telephone service during hours to be agreed upon between the Hotel Company and the Saddle Horse Company, and in consideration of this service the Saddle Horse Company shall accord to the Hotel Company free use of horses for electricians and telephone linemen engaged in construction or repair work on the telephone lines at any time during the term of this agreement.

18. The Saddle Horse Company shall co-operate with the Hotel Company, its officers and employees, in an effort to make Glacier National Park attractive to tourists and to afford accommodations that will be satisfactory to them. It agrees to employ only competent, licensed guides, familiar with the country, and to instruct them thoroughly in their duties and obligations relative to the handling of tourists. Guides or other employees of the Saddle Horse Company known to be drinkers or found to be conveying intoxicating liquors into Glacier National Park, or to the Hotel Company's hotels, chalets or camps, shall be dismissed by the Saddle Horse Company from its service, and full report thereof shall be made to the Superintendent of the park and the Hotel Company.

19. The Saddle Horse Company shall further comply with

any request of the Hotel Company to furnish reports relative to their business, and shall comply with all rules and instructions issued by the Hotel Company, for the purpose of systematizing the conduct of the business and for maintaining proper discipline.

30. This agreement shall be and remain in force for each Glacier National Park season during the term of five years from the date hereof, and thereafter from year to year; provided, however, that any revocation, withdrawal or cancellation of the licenses or permits, or any renewals thereof, required by the United States of America or issued by it, through its proper representatives, to the Saddle Horse Company, shall automatically cancel this agreement, and provided further, that either party shall have the right to cancel this agreement by giving notice in writing in any year between October 1st and December 31st. The Saddle Horse Company shall not assign this agreement or any right thereunder or thereto, to any person or corporation whatsoever, without the consent of the Hotel Company in writing first had and obtained. Subject to the foregoing, this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In the presence of:

C. H. Trembly

O. J. McGillis

GLACIER PARK HOTEL COMPANY,

By W. P. Kenney
Vice President.

PARK SADDLE HORSE COMPANY,

By W. N. Noffsinger
President.

18740

Recd. in Law Dept.

7-16-23

Glacier Park Hotel Co.

and

Park Saddle Horse Co.

6-1-23

Covering transportation
service in Glacier National
Park.

St. Paul, Minn.,
Sept. 17, 1923

Mr. L. W. Hill:

I am enclosing herewith copy of feature story relative to the bears in Glacier National Park, which has been sent out to the various photo news services with a photograph of a bear, taken in Glacier National Park.

This will be distributed broadcast throughout the country.

Yours faithfully,

HOKE SMITH

ES:S
enc

Glacier Park, Mont., Sept -- Superintendent Eakin of Glacier National Park is doing all he can to save the wild life of Glacier National Park. He especially is insistent in keeping the bears in their natural state, and he does not countenance the degradation of these creatures through the feeding of garbage from the various camps. Tourists, of course, are eager to have the bears fed at these camps in this manner so they can get to see them, but Superintendent Eakin would rather have the bears remain on a herbaceous diet and be their natural selves, instead of over-fed, hog-like looking animals, which has resulted through refuse feeding in some of the other national parks.

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15-2

St. Paul, Minn.,

Sept. 20, 1923

Mr. L. W. Hill:

I am enclosing herewith copy of feature story relative to the Indian Pipe flower, which has been sent to the various news services with a photograph of the plant, and which will be given distribution throughout the country.

Yours faithfully,

HOKA SMITH

HS:S

enc

September 24, 1923.

Mr. F. M. Joy,
Superintendent, Road & Building Department,
Tennessee Coal, Iron & Railroad Co.,
Brown-Marx Building,
Birmingham, Alabama.

Dear Mr. Joy: .

Upon my return to St. Paul I was glad to get your very interesting and complimentary letter regarding your trip to Glacier Park.

You certainly made a very comprehensive trip and saw some of the best of it. I agree with you that the trip from Elizabeth Lake to Ahern Pass, following the Divide, would be a great addition and, of course, it could be done, as Lieut. Ahern and others took horses over there in times past. The last man was a Ranger, who lost two horses on the glacier, but, what can be done without a trail, certainly can be done in safety with a trail improved. As you state, it will open up another triangle.

I am also hopeful that they will find a trail from Many Glacier to Ptarmigan Lake, and from there either tunnel through or find their way north into the Belly River country, probably joining the Red Cap trail on the north side. When you realize that the Belly River country is probably as large and probably has much more scenery than the Yosemite, it certainly should be worth developing.

You speak of charging the tourists a fee to extend trails. The Government is already charging the tourists a percentage of all that they pay in the way of saddle horse, automobile and all other expenses in the Park. I do not think a fee is necessary as these trails do not cost much, - a thousand dollars will open up a one-day trip.

I am glad you had Sam Sansevier. He is a very interesting man and has had a wide experience, all the way from Glacier Park to the Yukon country.

Yours very truly,

GRACE L. JONES

St. Paul, Minn., September 24, 1923.

Mr. G. S. Wilson:

Please note attached letter of September 15, sent me by Mr. Willard C. White, General Manager, Armour & Company, South St. Paul, Minn., particularly the paragraph about visiting Glacier Park.

Please put both these men on the Glacier Park literature mailing list. Mr. Edson White is President of Armour & Company, at Chicago, Illinois.

Louis W. Hill.

St. Paul, Minn., Sept. 25, 1923.

GSW/O

Mr. Louis W. Hill:-

I beg to acknowledge receipt of your letter of September 24th instructing that we place on our mailing list the name of Mr. Willard C. White, General Manager, Armour & Company, South St. Paul, Minn., and also his brother, Mr. Edson White, President of Armour Company, Chicago, Ill.

We have placed their names on the mailing list, and will see that they are furnished with literature on Glacier National Park.

I have also forwarded each of these gentlemen today a framed picture of Rising Wolf Mountain, and also one of Lake Josephine.

G. S. Wilson. ✓

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15-1 I

St. Paul, Minn., September 25, 1923

Mr. L. W. Hill:

In accordance with your request I am
sending you herewith two sets of blueprint charts show-
ing the business handled at Glacier Park.

Ralph Budd

COPY

Belton, Montana, Sept. 25, 1923.

Mr. H. A. Noble,
General Manager,
Glacier Park Hotel Co.,
Glacier Park, Montana.

Dear Mr. Noble:-

A culmination of events arising since you were at Belton has prevented us from getting together on the Belton Chalet proposition and submitting you an offer as promised. We now wish to make your company the following propositions:

For the purchase of the plant:- We will give you \$10,000.00 (terms to be agreed upon) for all the buildings and grounds, including all their present equipment, blankets, linen, etc., some of which we understand, is stored at Glacier Park, - Or, for the

Rental of the plant:- We will give you \$75.00 per month - lease to cover a period of five years or more.

Will you kindly submit the above propositions to your company with request that they be given immediate consideration?

Very truly yours,

BELTON MERCANTILE COMPANY.

By. Geo. W. Slack.

President.

St. Paul, Minn.,

September 29, 1923.

Mr. L. W. Hill:

I attach hereto copy of feature story, relative to Hazel Last Star, beauty specialist, which has gone forward to the various news syndicates, together with a photograph, for distribution throughout the country,

Yours faithfully,

HOKE SMITH

HS:S

enc

(with 9-27-1923)

Glacier Park, Mont., Sept -- Hazel Last Star, full-blood Blackfeet Indian of the Glacier National Park Reservation, probably is the only Indian beauty specialist among all of Uncle Sam's tribes. Hazel served her apprenticeship helping the braves put on their war paint for special occasions. She now has a beauty parlor of her own.

She is shown in the accompanying photograph massaging Marie McCormick, noted Western song-bird, who filled an engagement as soloist at Glacier Park Hotel this summer. She sang attired in Indian costume.

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