



Northern Pacific Railway Company.  
Engineering Department Records.

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3-21-04 500 ER

N. P. RY. CO.

OFFICE OF CHIEF ENGINEER

FILE NO. 1176.

SUBJECT:

Contract Foley Bros. & Larson,

Construction Wash. Cent. Extn.

Coulee City to Adrian.

From Jan. 13th, 1904.

To

1176  
1

COPY.

POLKY BROTHERS &amp; PETER LARSON,

St. Paul, Minn.,

1903.

Dec. 31, For labor performed during the month of September, 1903, constructing the Washington Central Extension, Coulee City to Adrian, as per Estimate No. 12 and Final Certified to by G.D. Ball, Asst. Engineer, under terms of contract dated October 22nd, 1902.

ESTIMATE NO. 12 AND FINAL.				
EARTH EXCAVATION:	245,814	Cu. Yds. @	.17	41,754.38
SOLID ROCK EXCAVATION:	251,221	" @	.80	200,976.80
LOOSE ROCK EXCAVATION:	103,725	" @	.35	36,303.75
EXTRA HAUL:	1,240,820	" @	.01	12,408.20
CLEARING: <i>See list under contract</i>	18.3	Acres, @	10.00	183.00
TIMBER IN STRUCTURE:	1,393,107	P.B.M. @	8.50	11,841.41
HAULING CULVERT PIPE:	684	T. Miles, @	.40	273.60
LAYING 24" PIPE:	852	Lin. Ft. @	.25	213.00
EXTRA WORK PER FORCE ACCOUNT:				9,660.63
" " " " " Refund of fares				
covered by Pass 14732, June 10, 1903,				
11 men, Spokane to Coulee City @ \$1.25,				13.75
Amount carried forward:-				\$313,628.52

WORK COMPLETED SEPTEMBER 13TH, 1903.

PAYMENT DUE NOVEMBER 13TH, 1903.

*Entered*  
*12/8/904*



COPY.

POLEY BROTHERS & PETER LARSON,

(Sheet #2).

1903.

Dec. 31,

Amount carried forward,

\$313,628.52

Less previous payments:

E.D.No. 2859,	Aud.No.	10,503.63
E.D.No. 3124,	Aud.No.	38,509.65
E.D.No. 130,	Aud.No.	44,666.10
E.D.No. 270,	Aud.No.	46,150.65
E.D.No. 476,	Aud.No.	41,278.12
E.D.No. 724,	Aud.No.	28,866.43
E.D.No. 903,	Aud.No.	17,957.14
E.D.No. 1247,	Aud.No.	15,336.53
E.D.No. 1427,	Aud.No.	20,180.79
E.D.No. 1647,	Aud.No.	1,063.35
E.D.No. 1941,	Aud.No.	7,643.50

\$272,155.89

Amount of this voucher:-

\$41,472.63

CHARGE:-

Open Accounts,

File 592, (\*02), Wash. Central Extn.,

Coulee City to Adrian,

Grading,

Bridges, Trestles & Culverts,

Transportation Charges;

\$11,210.49

8.85

13.76

\$11,233.09

Open Accounts,

Poley Bros. & Peter Larson, A/C Contract,

30,239.54

\$41,472.63

1176

Dec. 8th, 1904.

REC-H

Messrs. Foley Bros. & Larson,  
Contractors,  
St. Paul, Minn.

Dear Sirs:

Referring to your letter of Nov. 3rd concerning furnishing  
copies of final estimates of work done by Mr. P. P. Johnson and Messrs.  
Johnson & Peterson on the Coulee City-Adrian extension:

I have prepared these statements from your final estimates,  
and enclose same herewith for transmission to Mr. Johnson and Messrs.  
Johnson & Peterson if you so desire.

Yours truly,

Enc.

Chief Engineer.

*Copies of forms 84 accord  
extra bills allowed in  
final estimate sent*

*NSG*



OFFICE OF  
FOLEY BROTHERS,  
RAILROAD CONTRACTORS, LUMBER MANUFACTURERS,  
AND WHOLESALE GROCERS,  
ROOM 9 GILFILLAN BLOCK.

SAW MILLS AT  
FOLEY AND MILACA, MINN.

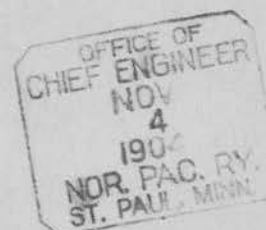
ST. PAUL, MINN.

Nov. 3, 1904.

E. J. Pearson, Esq.

Chief Engineer, N. P. Ry.

St. Paul, Minn.



Dear Sir:-

Replying to yours of recent date, if you will kindly forward copy of final estimates of P. P. Johnson's work to our Mr. Patrick Welch, at Spokane, Wash., #319 Peyton Block, he will hand same to Mr. Johnson. It might be well for you to advise Mr. Johnson that the estimate had been forwarded to Mr. Welch.

Yours truly,

A large, stylized handwritten signature in cursive script, appearing to read "E. J. Pearson". Below the signature is a horizontal dashed line.

P.S. Answering yours of the 2nd. we wish you would also send Johnson & Peterson's estimate to Mr. Welch who will hand it to them.

F.B.

Handwritten initials "H.W." in cursive script.

Please have copies these final estimates made  
11/24 R.B.G. H.W. H.W.

McParron

I presume it will  
be o.k. to send these  
as requested

1114

R. G. G.



Nov. 2nd, 1904.

REG-H

Messrs. Foley Bros. & Larson,  
Contractors,  
St. Paul, Minn.

Dear Sirs:

I have not yet received a reply to my letter of Oct. 21st, inquiring if you had any objections to <sup>my</sup> furnishing Mr. P. P. Johnson certain information concerning final estimate for work performed by him on the Coulee City-Adrian Extension.

I am today in receipt of a letter from Messrs. Johnson & Peterson, who claim they did work for you on the same extension between stations 765-885, and asking to be furnished with a copy of final estimate between such stations.

Will you please advise if there are any objection to furnishing the information requested in both above cases.

Yours truly,

Chief Engineer.

Nov. 2nd, 1904.

REG-H

Messrs. Johnson & Peterson,  
Hope, Idaho.

Dear Sirs:

Acknowledging receipt of your letter of Oct. 28th, asking for copy of final estimate between stations 765-885 and the Coulee City Cut-off, on which you did the grading for Messrs. Foley Bros. & Larson:

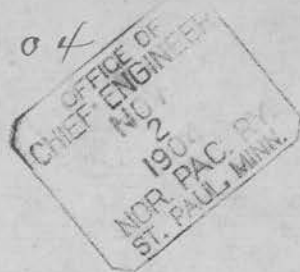
As our contract was with Messrs. Foley Bros. & Larson, request for the information desired should be made through their office.

Yours truly,

Chief Engineer.



Hope Idaho Oct, 28 04  
Mr. A. J. Pearson  
Chief Engineer N. P. Ry  
St. Paul Minn



Dear Sir:

We had a contract from  
Foley Bros Larson & Co on the Canteer City Cut Off  
for grading bet, sta 765-885. After the work was  
remeasured we have received no estimate from engineers  
in charge only a statement from Foley Bros Larson & Co  
informing us that we were in the hole.

We will consider it a great favor  
if you will kindly forward to us a copy of final  
estimate between said stations (765-885) as we  
have reasons to believe that our account with  
Foley Bros Larson & Co should be different from what  
they claim it to be.

We have at present a contract  
from Guthrie & Brody Bros on Hope Cut Off

Awaiting an early reply we remain

Yours truly

Johnson & Peterson  
Or H. Larson

In Pearson

Similar agreed to

attached

12.5

October 21, 1904.

COPY.

Foley Bros. & Larson,

Contractors,

Saint Paul, Minnesota.

Gentlemen:

I enclose a copy of letter from Mr. P. P. Johnson, concerning the final estimate for work performed by him on the Goulee City-Adrian Extension. Please advise if there are any objections to giving him the information requested.

In reply to his first letter, he was advised that as arrangement for this work was made with you, request for the information desired should be made through your office.

Yours truly,

Chief Engineer.

EJP-B

Enc.

P. P. Johnson

Box 57



Boyer, Idaho, OCT 17 1904 120

Mr E. J. Pearson

Chief Eng. N. P. Ry Co. St. Paul Minn

Dear Sir: —

Regarding my request of Sept 29th  
for copy of Final Estimate Station 261 to 475  
Candle City — Adrian Work, and reply of Oct 9th.

We received one copy direct from G. D. Ball  
Asst. Eng. Dated Sept 19, 1903. This estimate having  
been changed it is right and customary that  
we should receive a copy of the last one  
direct from the Railway Company.

Hope you will do me the favor to send  
a copy.

Respect fully

P. P. Johnson

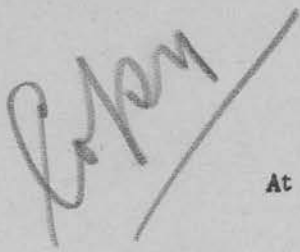
F. J.

Box 131

Douglas  
Oregon

## Northern Pacific Railway Company.

1176



EJP

At Seattle, July 30, 1904.

Messrs. Foley Brothers, Contractors,

Room 9 Gilfillan Block,

St. Paul, Minn.

Dear Sirs:-

In reply to yours of the 20th instant, which has been forwarded to me here, and which encloses a request from Foley Brothers, Larson & Company for detailed estimates, etc. All of this information has been furnished. From the letter requesting the same the remark is made that in several cases the quantities cover work done by two separate outfits in one. If you will furnish me a list of such cases, and say just how you wish the information divided, will be glad to give you such additional data as is actually required.

Yours very truly,

Chief Engineer.

MEMORANDUM

July 21st, 1904.

Mr. Pearson:

Please instruct what details should be furnished. From the file there appears to have been considerable controversy concerning the quantities.

REG-H

R. E. Gemmell.

Enc.



FOLEY BROTHERS,  
RAILROAD CONTRACTORS, LUMBER MANUFACTURERS,  
AND WHOLESALE GROCERS,  
ROOM 9 GILFILLAN BLOCK.

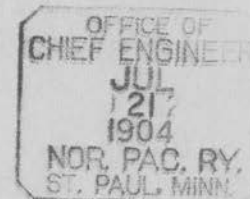
SAW MILLS AT  
FOLEY AND MILACA, MINN.

ST. PAUL, MINN., July 20, 1904.

E. J. Pearson, Esq.

Chief Engineer, N. P. Ry.

St. Paul, Minn.



Dear Sir:-

We enclose copy of letter received to-day from Foley Bros.,  
Larson & Co. in reference to detailed estimate of the Coulee City  
work. Will you kindly furnish same at your earliest convenience,  
so that we can forward to them, and oblige,

Yours truly,

*Foley Bros.*

*now please  
what was done  
this last fall  
see about  
1886*

To Foley Bros.

St. Paul, Minn.

Gentlemen:-

From

Foley Bros., Larson & Co.  
Railway Contractors.  
Spokane Office.  
#319 Peyton Block.

Grand Forks, B.C., July 16, 1904.

Last year (October) we wrote and wired Mr. Pearson's office for a detailed estimate showing the work performed by each station crew. We have never received it and cannot either check or make the proper distributions from the one rendered us, as in several cases the engineers have included the quantities covering work done by two separate outfits in one return to us.

We should have taken the matter up again, but presumed that when final settlement was being made, that the proper estimate would be furnished to us. Kindly take the question up with them on receipt of this, as we have yet our subs to settle with and cannot do so until we separate quantities done by their station men.

Very truly yours,

Foley Brothers, Larson & Company.

By E. F. White.

(COPY)





# TELEGRAM.

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and those for parties on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, personal signal of sending and receiving operators, call of sending office and name of receiving station must be entered in proper spaces in every instance. After transmitting telegrams which in their judgment would have served the Company's interest as well if sent by train mail, or which appear unnecessarily long, operators are required to attach a copy to Form 238, and forward same to Superintendent of Telegraph.

NUMBER	Rec'd FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER

FROM St. Paul, Minn.

TO E. J. Pearson,

DATED July 9th, 1904.

AT C/O Car No. 5, on line.

COPY

Foley Bros. & Larson accepted their final estimate and signed release for the Coulee City Adrian Line July 2nd.

REG-H

R. E. Gemmell.

Mr.R.E.Gemmell:-

Please ascertain from the Treasurer if Foley Bros. & Larson have signed release and accepted their final estimate and voucher for the Coulee City - Adrian construction and wire me.

E.J.P.

7/6/04.

*Mr. Wundeluck*

*Please ascertain*

*W.E.P.*

*EJP Paid*

*7/7*

*Calder*

*ED3058*  
*#41472.63*  
*7/45009*

1176  
COPY.

EJP

On Pacific Division, June 16, 1904.

Messrs. Foley Bros. & Larson,

Contractors,

Spokane, Wash.

Dear Sirs:-

I beg to advise you that very careful remeasurement, examination and calculation of quantities on that portion of the Coulee City - Adrian line from Coulee City south, a distance of five miles, discloses that the quantities have been carefully and accurately determined. Classification is in accordance with Mr. Darling's instructions and on a liberal basis.

It is my conclusion in this matter, as I have frequently stated, that the final estimate as made is correct.

Yours truly,

Chief Engineer.

1176

Mr. Weston:-

Under separate cover by express I am returning progress profile,  
 also note books and other records which were sent Mr. Taylor relating to  
 the Coulee City - Adrian work. There are also enclosed some cross-section  
 sheets, etc. which I understand pertains to the Coulee City - Adrian matter.  
 Please see that they are properly filed.

E.J.P. 6/16

*JDK*  
 Please check  
 files where they  
 are as records  
 bound again -  
 R.H.  
 Check and filed  
 you  
 J.D.K.

Mr. Weston:-

In the express packages containing papers about Coulee City -  
Adrian work is file which includes the final reports of Messrs. Lewis and  
Taylor.

E.J.P. 6/16

1176

At Sand Point, Idaho, June 15, 1904.

Mr. E. J. Pearson,

Chief Engineer.

Dear Sir:-

Returning herewith papers and records pertaining to final estimate for grading the Washington Central extension, from Coulee City to Adrian, being those listed in your attached letter dated April 27th, also two books of notes of remeasurements and some cross-section sheets made by Mr. Lewis, and a letter from Mr. Lewis dated June 13th.

Measurements were made of the work in the first five miles by Mr. Lewis and party for verifying the quantities given in final estimate made up by Mr. Ball. The measurements show that the quantities given in the final estimate are correct. A check on quantities as given by original cross-sections of borrow pits opposite Station 230 show that the extra allowance given in the estimate made January 1904 paid for an excess over the actual borrow pit measurement, after deducting the material wasted from cut at Station 220 which should have gone into the embankment. This waste from cut at Station 220 was occasioned by Contractors blasting rock from tunnels driven inside of cut instead of working from face of cut, they electing to replace from borrow, at their expense, an amount of material necessary to replace the waste.

I went over the classification on the ground with Mr. Lewis, and it was considered that instructions from Mr. Darling in regard to classification, as given in his letters to Mr. Ball of July 5th, 1903 and August 3rd, 1903 were complied with, and that such classification was higher than that



E.J.P. 2.

called for by the specifications and was fair.

Yours truly,

*J. J. Taylor.*

Division Engineer.

Enclosures.



## Northern Pacific Railway Company.

Missoula Mont. June 13  
1904Mr. F. J. Taylor  
Div. Engineer

Dear Sir:

In accordance with instructions, I have gone over the first five miles of the Coalee City to Adrian extension, and re-measured and recalculated the quantities. The original measurements appear to have been carefully and accurately made as I can find no cross of any account, the totals of my measurements being slightly less than those given.

The classification has been made according to Mr. Darling's instructions, which is undoubtedly more liberal than a strict interpretation of the specifications call for.

Yours Respectfully  
E. W. Lewis  
Asst. Engineer

# Northern Pacific Railway Company.

Office of the Chief Engineer.

E. J. PEARSON,  
ACTING CHIEF ENGINEER.

EJP-M

St. Paul, Minn.

April 27, 1904.

Personal.

Mr. F. J. Taylor,

Division Engineer,

Livingston, Mont.

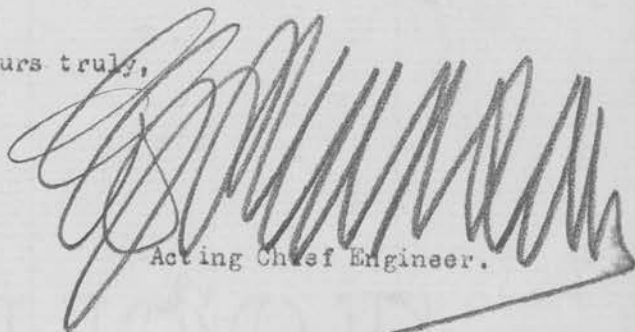
Dear Sir:-

With the Coulee City-Adrian papers sent you under separate cover by express, according to a list of what is sent which accompanies the enclosures, you will find letters to me from Assistant Engineer M. E. Reed dated December 31st and January 7th. Mr. Reed was instructed to go over this work and verify the same. He did not carry out instructions. All he did was to walk over the work and then check up the notes, omitting to check the measurements on the ground and the actual classification. On the strength of report he did make, and after discussing the matter with Mr. Ball, the contractors' estimate was increased \$1,777. Over half of this was allowance on embankment Station 229 to 234 account borrow which the contractors claim the Engineers had instructed them to make. The balance was on difference in loose rock classification, Reed and Ball thinking that classification made should perhaps be increased as a matter of fairness. These papers will show you what Reed did in the matter, and the increase made to the estimate as a result of his investigation. I am not satisfied with the course the general contractors are taking in this matter. I believe the allowances Mr. Darling has made have been decidedly liberal, and such that there is no excuse on the part of the contractors for declining to take care of sub-contractors Eslick, Hartnett & Chew, or in any event accepting the final estimate and release the Railway Company from further claims. I think Mr. Darling in his class-

F.J.T. 2

ification, allowance for over-break, etc. has done so much for the general contractors that there is no excuse for them trying to unload on the Railway Company any responsibility to Eslick, Hartnett & Chew. If errors are discovered, and a change in favor of Eslick, Hartnett & Chew becomes necessary it is of course obvious that similar claims will be made by everyone else who was on the work. It is very desirable that we avoid a second set of measurements and estimates providing the existing records can be checked as correct and therefore accepted as also the record of the work to be now done. If this matter so develops that you Ball and Gleason can, if required, take the witness stand to show that the existing records and estimates as made are satisfactory and correct I certainly do not want to change them, and do not want to change anything in the matter except as may be necessary in absolute accuracy and fairness. Please understand that I do not want to find anything except in accordance with actual facts. On the contrary that if the records and estimates are correct as they stand I want to substantiate and stand on them. In my former letter I asked for a statement in connection with this work of concessions, liberal treatment, etc. given the contractors. In the same connection I would also like a statement containing such information as Ball and yourself can give regarding the failures, deficiencies, and otherwise on the part of the contractors in the handling of this work.

Yours truly,



Acting Chief Engineer.

# Northern Pacific Railway Company.

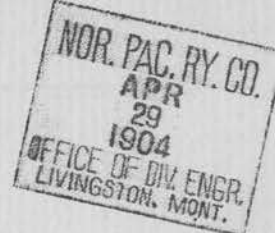
Office of the Chief Engineer.

E. J. PEARSON,  
ACTING CHIEF ENGINEER.

EJP-M

St. Paul, Minn.

April 27, 1904.



Mr. F. J. Taylor,

Division Engineer,

Livingston, Mont.

Dear Sir:-

Enclosed by express are various papers and records pertaining to the Washington Central extension Coulee City to Adrian covering that part of the work handled by sub-contractors Eslick, Hartnett & Chew. The general contractors decline their final estimate for this work as the acceptance of same involves a release by them of any future claim. The general contractors contend that sub-contractors Eslick, Hartnett & Chew have not been given fair or correct estimates, that they should have at least \$5,000. more than the general contractors have paid them, which they think the Railway Company should pay. They state that if Eslick, Hartnett & Chew are not helped that they will sue, and that in that event the work of the Engineers, corrections in classification, estimates, etc. will be attacked. Contractors claim that the Engineers on the work throughout have not given them a fair deal, claiming that Mr. Ball has made the statement, which they can prove, that he would "do" some of the contractors, that Mr. Darling denounced Engineer Saunders who remeasured the work as incompetent, that he should not be used, but he was, that the Engineers erred in classification and other allowance which were corrected by Mr. Darling, that even with Mr. Darling's instructions regarding the classification that the Engineers were prejudiced and carried them out with a view of narrowness against the interests of the contractors, and that in the returning of estimates for work done that a second



F.J.T. 2.

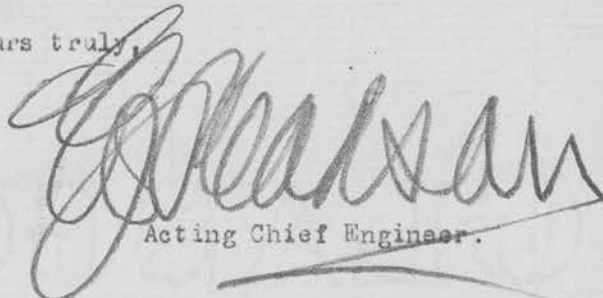
or third final estimate would be different from that which preceded, and frequently less. They also claim that many of the estimates were made in even hundreds or thousands, that such even figures could not result with such frequency, and that this is an indication to them that the estimates were guessed.

I ask you to handle the remeasurement on account of your partial familiarity with the line, and in the case of suit you would likely be summoned, and so that you, Gleason and Ball may become thoroughly conversant with the details of the final estimate and act as the Railway Company's witnesses should this be necessary. It is also desirable that Mr. Ball and yourself take hold of this matter as you are both conversant with the conditions under which the work was handled.. Mr. Croswell has been requested to release Mr. Ball, and have him report to you on this matter when you request, also to let you take for the purpose Gleason and his party. If you have a party that you can put on the work in addition in order to hurry the closing of it, there is no objection, or if you want to employ additional men so that Gleason, Ball and his instrument men can each work on remeasurement there is no objection. My idea of the remeasurement is that it should be done with care and thoroughness, and in connection with the original notes so that the record of the same will be only a verification of the working notes from which the final estimate was made to the extent the same are correct. I hope it will develop that our records of quantities and classification, including the carrying out of Mr. Darling's instructions, will be verified as correct. However, if they are not, we should then make such corrections as are necessary for a proper final estimate, and revise the same accordingly. While I advise you of the position of the contractors with respect to the work of the Engineers, this is simply a business matter, and should not be allowed to influence in this matter. If your investigation of this matter proves

F.J.T. 3)

such that Ball, Gleason and yourself can go into court if necessary and substantiate from the actual investigation you have made the correctness of the final estimate as it stands, I propose to stand on the same. If, however, errors are found, it will then be necessary to correct accordingly. The results of this investigation should be considered as private information of the company. After you have carried the work far enough so that you can tell in general how it is running, would like information in cipher. If our record as it stands is correct, I want to avoid a new record and secure only a verification or check of this which will add to the simplicity in the handling of this matter. If anything occurs to you in the way of suggestions that should be observed in the handling of this work, I shall be pleased for your advice. It is desired that the matter be given prompt attention and hurried to early completion. When the work is completed if nothing unusual develops on this part we will not remeasure any more of the line. If the investigation should disclose inaccuracies, etc. it will probably be necessary to remeasure the balance of the work. It seems to me the classification, allowance for over-break, etc. has been exceedingly liberal, and that the contractors have been well treated in other respects. In addition to substantiating the estimate as made if correct, I would like a memorandum or statement showing points in which contractors have been favored or benefited which may be of possible use as an off-set in case this general subject is brought to suit.

Yours truly,

  
Acting Chief Engineer.

# Northern Pacific Railway Company.

Office of the Chief Engineer.

E. J. PEARSON,  
ACTING CHIEF ENGINEER.

St. Paul, Minn.

April 27th, 1904.



Mr. F. J. Taylor,  
Division Engineer,  
Livingston, Mont.

Dear Sir:

I am sending you by express today the following records  
pertaining to Coulee City Extension:

✓ Note book 1931, original cross section notes, station 0 to 583;  
✓ " " 1932, " " " " " 202+10 to  
570+24;

✓ Note book 1934, recross section notes, station 133+35 to  
station 748+83;

✓ Note book 1936, being red book, covering sections 1 to 6 accor-  
ding to original notes;

✓ Note book 1939, being red book, according to recross section  
notes, from station 132+53 to station 660+92;

Progress profile of the line;

Certain notes on overhaul made by Mr. M. E. Reed, Ass't Engineer ,  
file #107-26;

Sheets of cross sections from station 0 to station 297+03;

Copy of contractor's final estimate on form 94 from station 0  
to station 267+30;

Copies of reports of Mr. M. E. Reed, Ass't Engineer, dated Dec.  
31st, 1903 and Jan. 7th, 1904;

Two detailed statements made by Mr. Ball, showing detail of  
estimate as reported by him on July 30th, and also detail of  
final revised estimate as made by Mr. Ball;



Mr. F. J. Taylor.

-2-

Also enclose copies of letters of instruction of Mr. W. L. Darling, Chief Engineer, to Mr. G. D. Ball, Ass't Engineer, dated July 5th, 1903, 2 letters; July 22nd, 1903, August 3d, 1903, May 6th, 1903;

A copy of a letter from Mr. P. Welch, dated Nov. 23d, 1903.

Special care must be taken with all these records to see that they are not lost or injured in any manner, and they must be returned to me as soon as you are through *with them*

Yours truly,

*G. Pearson*

Acting Chief Engineer.

COPY

1 7 09

Mr. E. J. Parson

Acting Chief Engr's

Dear Sir:-

I attach detailed report on  
Custer City - Adrian line. I consider  
the estimate as correct with the following  
exceptions.

Sta 229-234	add 3340 cu yds borrow @ 17¢	941.80
" 3321-413	Change 2645 " " Common to L.R. @ 18¢	476.10
" 1052-1087	" 2000 " " " " "	360.00

The amount of overhaul, as a whole, \$1777.90  
is correct.

M. E. R.

M. E. Rind  
Asst Engr  
G. D. Ball Asst Engr

54  
COPY

12/31/03

Mr E. J. Pearson -

acting Chief Engineer  
St Paul.

Dear Sir: -

Following your instructions of Dec 2nd I have made an examination of the Culver City - Adrian extension of the Washington Central Ry. having in mind especially the subjects of classification and measurement of quantities. After going over the line with Mr Ball on Dec 8-10 I called on Mr Walsh, Supt for the Contractors, Foley Bros & Larson, in order to get a detailed statement of the grievances of the sub-contractors but obtained little information not given in Mr Walsh's letter to you of Nov 23rd. I was also present at an interview between Mr Walsh and yourself on Dec 22nd. I have also examined the final record notes, - re cross section sheets and final estimates and would submit the following report:

(2)

1st Classification.

I find that instructions of Chief Engineer Darling to Asst Engr Ball were carried out as far as they covered (see H.L.D.'s letter of July 5<sup>th</sup>). In his letter to Mr Ball of Aug. 3<sup>rd</sup> Mr Darling says "I agree with it all (i.e. classification) except the following" specifying several changes in classification which changes were afterwards made by Mr Ball in his revised final estimate. This, as I take it, places the matter of classification directly in Mr Darling's hand except as to the quantities which were added after Aug 3<sup>rd</sup> due to the re cross sectioning of the work. The classification of these additional quantities was made to conform to Mr Darling's letter to Ball of May 6<sup>th</sup> instructing that  $\frac{1}{2}$  the overbreak should be solid rock and  $\frac{1}{2}$  loose rock. Therefore Mr Darling's instructions as to classification were carried out. I also am of the opinion that as a whole this classification was fair both

to the contractor and the Company

Replying to Mr Walsh's letter to you of Nov 23  
in detail.

Sta 0-167+50. "Yardage and classification far below  
what ground shows". Where solid  
rock was in place it was calculated from  
the cross section notes, not estimated as a  
percentage of the cut. Boulders were  
estimated as solid rock although a large  
proportion of them did not measure 1 cu yd.

Sta. 392-415 "Mr Darling instructed better classification"

About 12% of this borrow was estimated  
as loose rock and this classification  
approved by Mr Darling in his letter to Ball  
of Aug 3rd.

I am of the  
opinion - that this borrow might warrant a  
little higher percentage of loose rock, say  
40% (changing 2000 cu yds from earth to loose rock)

Sta 495-510. Darling promised 5000 cu yds solid rock

The estimate of 4000 cu yds solid rock  
was accepted by Mr Darling in his letter



(4)

of Aug 3<sup>rd</sup> in which letter he reduces the loose rock in this cut from 10000. cub yds to 6480 cub yds.

Sta. 1052-1087 "Mr Darling instructed entire borrow as loose rock" See letter of Aug 3<sup>rd</sup> in which Mr Darling reduces Ball's estimate of 8000. cub yds loose rock to 6000. cub yds. (Raise raise to 8000 M. E. R.)

## 2<sup>nd</sup> Correct measurement:

After comparing carefully the re cross section notes taken by Resident Eng<sup>r</sup> Saunders, under direction of Mr Ball, with the original cross sections taken by Messrs Ball and Balcom and with the ground as I examined it, I am of the opinion that the final measurement was taken with exceptional care. A party of from four to six men were employed on this work for about two months. The cross sections were taken at more frequent intervals than is customary, often less than ten feet apart. The method



of doing the field work as the customary one  
 and. The cross section notes have all been  
 plotted. I have checked an occasional  
 calculation - to satisfy myself that the results  
 are probably correct. These re-  
 cross sections cover all the cuts where  
 there was overbreak as well as some of  
 the fills which were not filled out to the  
 slope stakes.

When it comes to the questions of  
 overhaul, limit of haul and borrow there  
 is a question - of doubt.

The original mass diagram was destroyed  
 by mistake, and I have been replotting  
 the haul and do not check the estimated  
 quantities. I find that Mr. Ball's method  
 of calculating overhaul was incorrect  
~~and~~ and the results I get are in excess  
 though the difference is not great.

In regard to limit of haul and borrow, the question comes up as to what were the engineers instructions. Mr Ball says it was understood by the contractors, that where material was wasted the corresponding borrow should be made by the contractor at their own expense and that the quantities of borrow were to be estimated in the embankment and not measured in the borrow pits. On the other hand the contractors claim that the borrow pits were in many cases actually measured by the engineers and under the contract should be estimated on borrow pit measurements.

Take borrow at Sta 229-234

Borrow measured in borrow pits	21670. cub yds
" estimated in embankment	13130 " "
Difference	8540. " "
Rock wasted from cut at sta. 216-224 about	3000 " "
	5540 " "

This leaves 5540 cub yds of borrow at this

(7)

point which should be estimated. Part of this difference is due to the compacting of the borrow when placed in the fill by trams and super loaded with the rock from the cut.

Estick Hartnett and Chew's June estimate compared with their revised final estimate.

	Solid Rock	Loose Rock	Common Ex.	Overhaul	TOTAL	Borrow
June Estimate	39,396	6991	81469	192540	127856	68,076
Final "	44317	16150	63554	230120	124021	59,416
Difference	+ 4921	+ 9159	- 17915	+ 37580	- 3835	- 8660

- 1) The explanation of the decrease of total quantities is that the fills, where borrow was estimated, were found not filled out to the slope stakes (See Sta 211-216 and 223-236.)
- 2) The decrease in yardage is also accounted for in part by the change of classification from loose rock to solid rock in the overbreak. A cut estimated as originally as loose rock would have been assumed.

(8)

to have made an equal volume in the fill, after classification was raised, one cubic yard of solid rock was assumed to have made one & one half cubic yard in the fill and so estimated.

3) Also:- one cubic yard of solid rock added as by the re-crosssection and over-break would diminish the theoretical borrow one & one half cubic yards

Summary: -

- 1 Classification - in accord with Mr Darlings instruction -
- 2 Classification - in accord with the facts except at Sta 332-415 & 1052-1087 where I should recommend slightly higher classification
- 3 Re crosssection of work is probably correct
- 4 Borrow at Sta 279-234 should be measured in the borrow pits with a reasonable deduction for material - wasted from cut Sta 216-224.

Yours truly

W. C. Reed. asst en

COPY

Coulee City 12/10/03.

M. E. Reed, Ass't Engr.:

Explanation of diff. of borrow at Sta. 228 is as follows:

Recross section of fill at Sta. 216 gives 700 less than before,

" " " " " " 228 " 1300 " " "

Allowance of overbreak in cut at 220 " 4400 more " "

TOTAL 6400

The increase in overbreak in cut 238-249<sup>gives</sup> 600 more than before.

TOTAL 7000

This makes theoretical borrow of 13130 instead of  
20100 Cu. Yds.

(Signed) G. D. Ball,

Ass't Engineer.



COPY

STATEMENT OF ASSISTANT ENGINEER BALL.

Eslick, Hartnett & Chew.

Contractors allowed to waste Sta. 6 to 9 and borrow in fill at 20 to hasten work;

Wasted much of the builders and scratch work on first  $1\frac{1}{2}$  miles for the same reason;

Contractors preferred to waste considerable of cut at Sta. 120 instead of hauling east;

Wasted at cut Sta. 220 with the understanding they should borrow to replace. Claimed they could not work it from face, but obliged to put in "Coyote" holes and blow it over board;

E. H. & C. allowed to put in bottom of fill at Sta. 264 the borrowed material and extend over on to P. P. Johnson's work instead of putting all the material on their section which ended at 264 and putting that part up to grade.

P. P. Johnson.

Preferred to waste cut at 330 and borrow to make good.

Johnson & Anderson.

Preferred to waste considerable material cut at 546 and borrow close to fill. Same at 556.

Johnson & Peterson.

Allowed to waste cut at 866 and borrow close to fill east of there to Sta. 841.

V. W. Smith.

Allowed to haul cut at 900 west and borrow at 885 with understanding cut was to be figured as going both ways. Practically the same at 935.

Johnson & Brandt.

Allowed to waste material at 1045 and borrow close to fill east of there.



# Northern Pacific Railway Company.

Office of the Chief Engineer.

W. L. DARLING,  
CHIEF ENGINEER  
WLD-M

St. Paul, Minn.

May 6th, 1903.

Mr. G. D. Ball,  
Assistant Engineer,  
Coulee City, Wash.

Dear Sir:-

With reference to estimating quantities in rock cuts that have fallen from outside the slope stakes into the cuts. The specifications distinctly state that such quantities will be estimated in the condition in which material is found when excavated. In other words, if the material before it slides is solid rock, and it slips into the cut from outside the slope stakes, and breaks into small pieces, then it appears to be loose rock, but the number of cubic yards must be measured in the shape in which the material is in the cut. That is, its measurement as loose rock would practically be 50% higher than its measurement as solid rock. For instance, if 100 cubic yards of rock excavation has fallen from outside the slope stakes into the cut, and makes 150 cubic yards of loose rock, then the difference between the estimating as loose rock and solid rock is as follows.

Solid rock 100 cubic yards at 80¢ \$80.00.  
Loose rock 150 cubic yards at 35¢ 52.50.

There is therefore a difference of \$27.50 in favor of the contractors if the material was estimated as solid rock.

There has been considerable discussion between Mr. Taylor, the contractors and myself with reference to the manner in which it should be estimated. The specifications are very explicit, but I believe you will find in some of the cuts that material comes out in such shape that it is practically worse than loose rock to handle, and in view of the fact that so many of their sub-contractors have lost money on the work, even in face of the fact that prices almost as high

G.D.B. 2.

as what the contractors received were given them, I am perfectly willing to allow them 50% of the material as solid rock, the balance as loose rock. I refer to those places where the material outside the slope stakes was originally solid rock. I understand from Mr. Taylor that there were about 12,000 cubic yards of this, measured in loose rock measurements inside the cut. This would mean about 8,000 cubic yards of solid rock, measured in place before it slipped. For this I am willing to estimate them as follows:

4,000 cubic yards of solid rock at 80¢ \$3,200.

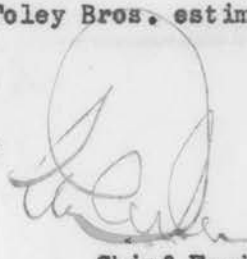
6,000 " " of loose rock at 35¢ 2,100.

Total \$5,300. in place of 12,000 cubic yards

of loose rock at 35¢ \$4,000, making a difference of \$1,300. in favor of the contractors. I am not sure that 12,000 yards is the proper figure to use. Anyway, whatever the rock measured in place before it slide outside the slope stakes, I am willing to allow half of it as solid rock at 80¢, the other half I am willing to allow 50% more at loose rock prices.

I will be glad, therefore, if you will return Foley Bros. estimate on that basis.

Yours truly,



Chief Engineer.

COPY.

1176

WLD-M

July 5th, 1903.

PERSONAL.

Mr. G. D. Ball,

Assistant Engineer,

Coulee City, Wash.



Dear Sir:-

I have written you today fully regarding the classification which I would recommend on the line from Coulee City to Adrian.

Before making this in full, I wish you would reckon up what it comes to on the basis of my notes, and wire me the additional allowance in dollars and cents.

Do not want it under any consideration to be above \$15,000. or \$16,000.

Please let me know by wire as soon as you can.

Yours truly,

(Signed) W. L. DARLING.

Chief Engineer.

COPY.

WLD-M

July 5th, 1903.

Mr. G. D. Ball,

Assistant Engineer,

Coulee City, Wash.

Dear Sir:-

I would like to have you revise Foley Bros. & Larsen's estimate as far as classification is concerned so that they can have the benefit of it in the estimate which you are to make the first of this month.

I have been unable to write you previously on account of the press of other matters, but I think the Contractors are entitled to a considerable increase in the classification that has been allowed. Technically I believe Mr. Taylor's and your classification is very near right, , but I also believe they are entitled to a little more liberal construction of the contract and specifications than has been given them, and in making my inspection with you and Mr. Welch on June 27th, I took notes of the different cuts which I believe should be classified, and have embodied them in this letter.

I would be glad, therefore, if you would make your classification based on these notes as far as practicable. If I am in error in any place, I wish you would advise to the end that there may be no error, and that the contractors get a fair allowance under the terms of their contract.

In the cut between Station 6 and 16 the top surface was a mass of boulders varying from 18 inches to 2 feet and more in thickness, but averaging at least 18 inches throughout. The boulders were practically one mass, and for

G.A.S. 2.

that reason I believe they are entitled to a classification of solid rock for a strip 800 feet long, 30 <sup>feet</sup> inches wide and 2 feet deep, making a total of approximately 1800 cubic yards. For the balance of the cut they should be entitled to 50% earth and 50% loose rock. ✓

In the cut at Station 27 I believe they are entitled to solid rock for a distance of 400 feet in length, 20 feet in width and 1 foot in depth, which is approximately 300 cubic yards; the balance of the previous classification is all right. ✓ only 272 cu.

From Station 32 to 36 they should have solid rock for 400 feet in length, 20 feet in width and 1 foot in depth, approximately 300 cubic yards; the balance of the classification is all right. ✓

From Station 49 to 56 they are entitled to 72 cubic yards of solid rock, the balance loose rock. ✓

In the cuts from 70 to 79, 93 to 103, 118 to 124, 132 to 147 and 160 to 170 that classified as loose rock should be solid, the balance of the classification is all right. ✓

From Station 170 to 180 that classified as loose rock should be solid rock, the balance of classification is all right. ✓

From Station 187 to 200 that now classified as earth should be one-half loose rock and one-half solid rock. ✓

From Station 207 to 212 75% of the earth as classified should be loose rock, the balance earth. ✓

From Station 216 to 224 overbreak should be allowed throughout the cut. My understanding is that the overbreak in the western part of the cut has been allowed, but not in the eastern part. I believe from the arguments that were produced at the time we were there that Contractors are entitled to this overbreak.



From Station 236 to 237 classification is O.K.

From Station 239 to 249 the loose rock as estimated should be solid rock, that estimated as earth should be 50% loose rock and 50% earth.

At Station 230 the upper borrow which was in loose rock should I believe be estimated from 50 to 75% loose rock. I believe there are now 8000 cubic yards to be considered. There should therefore be from 4000 to 6000 yards of loose rock estimated. (2)

From Station 249 to 254 one-half of the loose rock estimated should be solid rock.

From Station 270 to 278 that estimated as earth should be loose rock.

From Station 279 to 281 the earth estimated should be loose rock.

From Station 283 to 297 the loose rock should be estimated as solid rock, the earth remain as it is.

From Station 306 to 309 the loose rock should be estimated as solid rock, the earth as it is.

From Station 310 to 315 that estimated as earth should be loose rock.

From Station 323 to 331 there should be a space 27 feet wide 800 feet long and 2 feet thick estimated as solid rock. This is for the boulders that are on top of the cut; the balance should be one-half earth and one-half loose rock. From Station 333 to 337 cut should be 50% loose rock. The borrow from Station 335 to 350 should have a fair percentage of loose rock estimated. From Station 372 to 393 should be one-half loose and one-half common excavation.

From Station 426 to 430 it looks as if there was too little solid rock estimated. The earth estimated in the cut should be not to exceed 120 cubic yards, and looks as if the balance should be solid rock.

The cuts from Station 433 to 435, 439 to 441 are all right as estimated

G.D.B. 4.

From Station 449 to 455 all common excavation estimated should be loose rock.

In cuts from Station 462 to 464 there should be 60 cubic yards of solid rock added to the estimate.

Cut at 490 is O. K.

From Station 493 to 510 the portion in bottom of cut shown yellow should practically be estimated as solid rock for a depth, I should judge, of from 3 to 4 feet above the bottom of the cut. There should also be a fair percentage of the clay streak estimated as loose rock.

From 542 to 550 think it is all right.

From 554 to 558 and from 558 to 564 is O. K. From 572 to 580 the common should be estimated as loose rock.

From 593 to 605 the overbreak, I believe, should be allowed.

From 648 to 651 there should be about 620 cubic yards of solid rock.

From 668 to 677 there should be considerably more solid rock estimated, and I believe it would stand from 700 to 800 cubic yards.

From 686 to 694 that estimated as earth, of which there is 6082 yards, I believe should be 50% loose rock and 50% earth.

At Station 700 the overbreak should be allowed.

From Station 705 to 717 O.K.

From 725 to 736 there is 11000 cubic yards of common excavation estimated, about 25% of which should be loose rock.

From 745 to 750 the common estimated at 495 cubic yards should, I believe, be loose rock.

From 751 to 759 is O.K.

Cut at 768 is O.K.

G. 5.

From 773 to 780, 795 to 798, 803 to 808 and 812 to 819 cuts are estimated O.K.

At Station 867 there is a pipe that has a very poor opening. This should be attended to so that water can get into it.

At Station 978 this matter was pretty thoroughly discussed, and I believe you understand my idea of the method of classification.

From 889 to 904 there is a layer of about 3 feet in bottom of cut that should be estimated as cement gravel.

In the cut at Station 935 there should be about 5200 yards of loose rock.

In the Cut at Station 1005 there should be 3900 yards of loose rock.

The cut at Station 1048 loose rock should be 1040 cubic yards, earth 3120.

The borrow for making track parallel with the Great Northern should be estimated as loose rock for the portion taken out on the north side, that portion on the south side should be common excavation.

At mile post 5 the excavation and embankment do not seem to check. I wish you would have this *investigated* and find the trouble.

Yours truly,

(Signed) W. L. DARLING.

Chief Engineer.

COPY 1136

WLD-M

July 22nd, 1903.

Mr. G. D. Ball,

Assistant Engineer, N.P.Ry.,

Coulee City, Wash.

Dear Sir:-

I find that I have neglected to answer some of your questions relative to measurements of work in connection with classification between Coulee City and Adrian.

I believe the cuts should be recross-sectioned if there is any question whatever about the accuracy of the measurements.

With reference to solid rock increasing the amount of fill. Contrast provides that everything should be measured in excavation, therefore if a yard of rock makes a yard and a half of fill you should estimate accordingly.

Yours truly,

(Signed) W. L. DARLING.

Chief Engineer.

COPY.

1176

WLD-M

August 3rd, 1903.

Mr. G. D. Ball,

Assistant Engineer,

Coulee City, Wash.

Dear Sir:-

Have received your sheet showing change in classification on the Coulee City Branch, and I agree with it all except the following:

Between Stations 206 and 213 the estimate should be 1138 yards of loose rock instead of 2138 as you have it, the balance or 1000 yards should be classified as common earth.

From Station 494 to 510 instead of 10000 yards of loose rock there should be 6480 what you had in the first place, the balance or 3520 should be classified as earth.

Between Stations 686 and 695 loose rock should be 3500 instead of 4676, the balance 1176 yards should be classified as common excavation.

From 888 to 904 there should be 800 yards of loose rock, the balance or 700 yards to be classified as common excavation.

From 925 to 944 there should be 3200 yards of loose rock, the extra 2000 yards to be classified as common excavation.

From 997 to 1010 there should be 2900 yards of loose rock, the other 1000 yards to be common.

From 1052 to 1087 there should be 6000 yards of loose rock instead of 8000, the other 2000 to be classified as common excavation.

*Cont 211*





G.D.B. 2.

My understanding was that there was only 6000 yards of borrow on the north side of the track, and I agreed to allow it all as loose rock, but I believe the allowance is entirely too much and we should settle at 6000 yards instead of 8000. This will make something over \$2,000. difference in the estimate, leaving an increase over the old classification of about \$17,500., which I think they are entitled to.

Yours truly,

W. L. DARLING.

Chief Engineer.

COPY

Box 1913

Spokane, Wash., Nov. 23d, 1903.

Mr. E. J. Pearson,  
C/O Ass't Gen'l Sup't,  
Tacoma, Wash.

Dear Sir:

In reference to your request for a statement re the Coulee city work, would say that it is rather a difficult matter to make one of a specific nature covering the entire contract. However we submit the following comments.

Eslick, Hartnett & Chew, who constructed the first five miles (stations 0 to 267+30 ) maintain, and justly too, in our opinion, that both yardage and classification on almost their entire contract are far below what the ground shows. Furthermore, they allege that Mr. Ball permitted his personal feelings to influence him in the matter. As the writer informed you while in St. Paul, these parties have fully concluded to enter suit at an early date, unless your Company shows some inclination to re-consider Mr. Ball's estimate.

We have done and are still doing our utmost to persuade them to hold the matter in abeyance, promising to place the question before you for a definite reply in the near future. Eslick, Hartnett & Chew are in the possession of facts which ~~we~~ would be difficult to dispute and which in our opinion, would make a very strong case against your Company.

In making our first set of statements, we overlooked quite a discrepancy between returns for borrow at stations 229--234 :

First Estimate, Total Yardage	20100
Second Estimate, " "	<u>13130</u>

Decrease

6970 cu.yds.

EJP #2

An explanation from Mr. Ball re this shortage would be very much in order.

In addition to the foregoing, there seems to have been entirely too much earth returned at the expense of Loose and Solid Rock. You will recollect that even with the additional yardage, (Owing to re-measurement) Eslick, Hartnett & Chew's estimate is 3835 cu. yds. less than the first one.

P. P. Johnson & Co., who had the work between stations 316+80 and 415+40, are also very short both as to yardage and classification. The scraper work between stations 332 and 415 was of a very hard rocky nature and in our estimation, at least 40% should have been returned as Loose Rock. Mr. Darling mentioned this particular point and our distinct recollection is, that Mr. Darling instructed Mr. Ball to allow a better classification (in his letter). He also made special reference to cut at station 494--510, at which point we were promised 5000 cu. yds Solid Rock, but were allowed only 4000 cu. yds. We are also entitled to more Loose Rock in this cut.

Referring to Borrow between Stations 1052 and 1087, out of a total yardage of 16194, Mr. Ball returned but 6000 cubic yards as Loose Rock. Mr. Darling's instructions were to allow ~~xxxxxx~~ ~~xxxxxx~~ the entire quantity as such. (Loose Rock)

In conclusion we desire to re-iterate our earnest wish to have the question of P. P. Johnson & Co.'s and Eslick, Hartnett & Chew's estimates settled without recourse to law suits, by them, and will continue to use our best endeavors (with your help) to that end.

Very truly yours,

(Signed) P. Welch.

Balls' detailed final  
estimate



[illegible]



12)	571-583 592-601 604-606 613-620	3641 6770 330 13394 24135	3886 8988 430 15987	245 2218 100 2593 5156	Culcut 15	110 1059 50 1296 2515	165 1588 75 1945 3773	25 100 125	3296 6465 330 13394	360 305	3406 7524 380 15775 27085	165 1588 75 212 2040	385 405 790	7250 30190 760 38200	355 405 22	15840-147-0
13)	629-640 647-651 651-654 657-661 662-665 665-668 668-677	21983 2355 1055 750 447 1017 10430 24037	31409 10683 1133 865 539 1379 14711	4426 2328 78 115 92 362 4281	4338 1114 39 35 43 166 1852	6507 1671 58 82 66 249 2778	750 100 5 5 5 30 577	20233 7979 1055 721 421 929 9021	1750 376 29 26 88 1485	24571 9093 1094 776 464 1095 10873 47966	6507 1671 58 82 66 249 2778	2500 476 84 31 118 2062 5221	57000 35280 35280 X92280	2500 476 34 31 118 1986		
14)	666-695 698-703 705-709 709-717 720-725 725-729 729-731+732	14252 17317 2014 12122 3655 459 50043	16040 28555 2494 14929 4043 459 50043	1788 6538 480 2807 388 10051	366 3205 137 620 190	1077 4807 205 1713 285	528 128 206 784 8	5827 16988 1147 5469 3590	4113 3372	4212 329 867 3371 65	6193 20193 1284 6089 3780	5290 4807 206 5085 285 180 168	4740 457 1073 4155 73 329 168	5880 21840 27720	9450 457 1073 10388 73	
15)	731+720+735 731+725-736 743-749 751-759 767-769 773-781+782	4938 5514 10492 8635 1750 4694 35909	12887 10539 1750 5215	2395 1904 114 521 4934	Lambert 93	1161 924 57 227 2369	1814 386 85 342 2627	3 56 66	10168 8391 1636 4104	417 244 590	10 11329 9315 1693 4331 26678	1232 2408 2231 1386 85 342 7684	3696 4000 300 656 8652	1000 397 300 1650 2650		
16)	784+783 785-790 793-799 802-809 811-812 814-819 825-834+835 832-834	43 5800 1726 3843 36 281 8240 25 18894	2368 5343	642 1500	254 675	581 1012	134 150	1368 3450	358 363	1622 4155 36 236 20 6101	32 11 3800 492 513 46 8340 5 1393	11 3800 492 513 46 8340 5 1393	70970 70970	482 513		
17)	834+835-841 852-867 867-874 874-880	1883 2943 5296 590	156 83 39	2142	929	1393	284									
18)	885-904 905-922 925-937+938	7875 6600 6747 20110	327 187 114													
19)	937+945-944 953-957 965-972 972-973 973-980	4419 4017 81 7 9647 18221	84 26 7 62	1323	523	1061	-	7102	1935	722	7625 7625	2998 4296	3208 4017 207 14 722 8163	14500 44050 58550	2909	
20)	997-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
21)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
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33)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
34)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
35)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
36)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
37)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
38)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
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42)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
43)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
44)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
45)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
46)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
47)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
48)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
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56)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
57)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
58)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
59)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
60)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
61)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
62)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
63)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
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66)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
67)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
68)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
69)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
70)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
71)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
72)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
73)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
74)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
75)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
76)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
77)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
78)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28 80 200													
79)	1043+1026-1050 1052+105-1087 1087-1092 1092-1097+1098	2620 15166 61 772 15219	58													
80)	1097-1010 1023-1026 1035-1043+1044	6811 78 1372 2267	182 28													

Final  
G. D. Ball.  
Asst. Engr.



Sta. to Sta.	S.R.	Old L.R.	Com	O.H.	S.R.	New L.R.	Com	O.H.
0 - 1	17	50	133		17	50	133	
5 - 16	84	1090	3262	11050	1800	1318	1318	13300
14+60			200				200	
21-24	Bor.		500					
24 - 28	32	70	174		200	38	38	
28 - 29	Bor.		160					
29 - 41	39	180	545	20	300	180	284	50
41 - 42	Bor.		144				64	
46 - 60	72	210	619	1110	72	822		890
66 - 81	29	220	660	2000	249		660	1770
81 - 85	Bor.		450					
92 - 105	535		1465	6150	535		1465	6250
106 - 112	Bor.		1973				1973	
116 - 124			1344	240			1344	240
125 - 133	Bor.		1041				1041	
133 - 138	344	15	384		359		384	
138 - 141	510	24	35	6110	534		35	6110
141 - 148	1681	75	277		1756		277	
149 - 161	Bor.		25331				25331	
161 - 168	1740	195	757	70	1935		757	70
169 - 176	570	45	575	240	615		575	240
176 - 181	720	105	504		825		504	
185 - 203	14082	1861	939	78590	14552	23303	939	78590
206 - 213	589		2984		588	1138	746	
214 - 216	Bor.		5379	700			5379	700
216 - 224	(2) 12603	240	412	19320	14600	1740	412	30000
228 - 234	Bor.	2200	17900	46850		6000	9600	46850
236 - 237	139				139			
238 - 254	4903	411	324	20090	5314	162	162	20090
259 - 261	707				707			
261 - 267+30	Bor.		12998				12998	
278	12500	2400	2000	20000	12500	4400		200000
283 - 297	22000	2900	1500	80000	24900	1500		80000
306 - 309		190	1776		200	1771		
311 - 315	3430	350	1056		3430	1406		
317 - 321	Bor.		5000				5000	
322 - 332	100	1176	1276	190	1600	476	476	190
333 - 358+20	Bor.	1000	18900		4900	15000		
358+50 - 373	Bor.	125	2285		125	2285		
376-394		420	1304	2610	562	562		2610
397 - 399	Bor.		1866				1866	
399 - 400	45				45			
400 - 406	Bor.		1850				1850	
406 - 407	103				103			
407 - 409	Bor.		2949				2949	
414 - 415+40					49			
415+40 - 424	Bor.	2	4771		2		4771	
426 - 430	335		320		535		120	
432 - 433	Bor.		160				160	
433 - 435	136		5		136		5	
435 - 439	Bor.		2844				2844	
439 - 441	250		17		250		17	
441 - 449	Bor.		4290				4290	
449 - 455	668		127		795			
457 - 461	Bor.		3660				3660	
461 - 464	806		185		865		125	
464 - 465+10	Bor.		567				567	
465+90 - 475	Bor.		7330				7330	
479 - 491	165		46		165		46	
494 - 510	676	6480	19448	281640	4000	6780	12604	281640
	81461	22589	167094	756950	95473	38197	135278	769590

Statement attached to letter to Ball & Co. dated July 30 - 1903

Sta. to Sta.	S.R.	Old L.R.	Com	O.H.	S.R.	New L.R.	Com	O.H.
526 - 535	Bor.		5800				5800	
542 - 550			929	540			100	529
554 - 558	1210		159				159	
558 - 564			2203	1510	1210		2203	1510
565 - 569	Bor.		7216				7216	
571 - 583	3206		450	5200	3206		450	5200
587 - 601	7443	1158	207	27600	7443	1158	207	27600
604 - 606	357	42			357			
613 - 620	14886	2298	41	1000	14886	2298	41	1000
629 - 640	24484	6364	2544	50000	24484	6364	2544	50000
647 - 651	7792	51	620		8412	51		
651 - 654	1055				1055			
657 - 661	750				750			
662 - 665	447				447			
665 - 668	1017				1017			
668 - 677	9790	1010	2990		10600	1010	2990	
678 - 695	6800	1650	6052	5300	6800	1650	6052	5300
695 - 703	(2) 16496		1000		18600	3200	1000	
705 - 709	1277		737		1277		737	
709 - 717	5637	4465	3910	15000	5637	4465	3910	
720 - 725	3655	82	81		3655	82	81	
725 - 729		30	487			130	387	
729 - 736	12		5185		10	1300	3885	
731 - 735	Bor.	2408	4000	1000	2408	4000	1000	
743 - 749	9947	122	495		9947	617		
751 - 759	8668	400	200		8668	400	200	
767 - 769	1693	85			1693	85		
773 - 783	4133	750	604	1150	4133	750	604	1150
785 - 790	Bor.		4467				4467	
793 - 799	1482	321	562		1482	321	562	
802 - 809	3088	717	833	65200	3088	717	833	65200
811 - 812	36				36			
825 - 841	Bor.		10222				10222	
832 - 834	20		5		20		5	
852 - 867		100	2998	16320		100	2998	16320
867 - 874		160	5219	19170		160	5219	19170
874 - 880		40	594			40	594	
881 - 904			7293	25520		1500	700	25520
908 - 922	Bor.		6786			(3200)	6786	
925 - 944		600	10834	63420		52000	6234	63420
953 - 957	Bor.		4037				4037	
961 - 972			218				218	
972 - 973			14				14	
973 - 980	7187	1147	2390	45000	7187	2868	755	45000
997 - 1010	16	1500	5477	18100	16	5800	3074	18100
1023 - 1026			106				106	
1038 - 1050		1042	3124	5430		1042	3124	5430
1052+55 - 1057	Bor.		16202	41780		5000	8202	41780
1087 - 1092	20		61		20		61	
1092 - 1097+375	Bor.		772				772	
Totals.		143568	26543	128170	442550	147530	53535	103164
		81461	22589	167094	756950	95473	38197	135278
		225029	49130	295264	1199530	243003	91732	238442

	Old	New
S.R.	180023.20	194402.40
L.R.	17195.50	32106.20
Com.	50194.80	40535.14
O.H.	11995.30	12121.40
Force %	5000.00	5000.00
	264440.80	284165.14
		264408.88
		197562.60

Mr. Darlings letter of Aug 3 revises this estimate as follows:-  
- 114% of L.R. + 114% of Common Exc. making the final estimate before re-cross-section = 282095.86 - 264408.88 = 17686.98

	Old	New
S.R.	225029	243003
L.R.	19130	31732
E	295264	238442
Total	569423	573177
		569423

\* Consider only the change in loading

Balance = 3754



NOTE.—Each Resident Engineer will make out this estimate in duplicate (written with copying ink) at the end of each month, forwarding both copies to Assistant Engineer, who will consolidate all for his line in one blank, and then forward one copy of each Resident Engineer's estimate and the consolidated estimate with Form 108 to Division Engineer.

Washington Central  
Coulee City to Adrian Division.

1st + 2nd Residency.

RAILWAY.

COPY

Doley Bros. & Peter Larson Contractor.

Estimate No. 12 Final of Work Done, from Section 1 to Section 21 inclusive, for the Month of October

SECTION	STATION		SUB-CONTRACTOR	CLEARING			GRUBBING			SOLID ROCK EXCAVATION			LOOSE ROCK EXCAVATION			LAYING 24" CULVERT PIPE PER LINE FT.			EARTH EXCAVATION			EXTRA HAUL		
	From	To		ACRES	Total Work to Date	Previous Estimates	Present Estimate	Sections of 100 Feet	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	
1	0	52+80	Salick Hartnett & Chew				12	12		2355	2355		2062	2062		72	72		2037	2037		14380	14380	
2		105+60	"				8	8		818	818		353	353		44	44		2125	2125		11810	11810	
3		158+40	"				51	51		2806	2806		289	289		208	208		22036	22036		7720	7720	
4		211+20	"							18554	18544	10	3988	3981	7				10608	10608		83200	83200	
5		264	"							19784	19684	100	9458	9458		90	90		24175	18635	5540	113010	113010	
6		267+30	"																8113	8113				
Totals,																								

SECTION	STATION		SUB-CONTRACTOR	CLEARING			GRUBBING			SOLID ROCK EXCAVATION			LOOSE ROCK EXCAVATION			LAYING 24" CULVERT PIPE PER LINE FT.			EARTH EXCAVATION			EXTRA HAUL		
	From	To		ACRES	Total Work to Date	Previous Estimates	Present Estimate	Sections of 100 Feet	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	Total Work to Date	Previous Estimates	Present Estimate	

Examined and Approved:

(Signed) G.D. Ball

I Hereby Certify that the above Estimate is Correct:

Assistant Engineer.

Resident Engineer.



RAILWAY.

Section .....

To .....

Estimate No. ....

Contractor.

2222



*Foley B & L Cont Bill*  
1176  
COPY.

EJP

June 11, 1904.

Mr. E. W. Lewis,

Assistant Engineer,

Hope, Idaho.

Dear Sir:-

Enquiring of Mr. Taylor for report on the Coulee City - Adrian  
final estimate he replies he did not see you when you went West.

Why was not this matter promptly closed pursuant to my instructions?  
It was the understanding you would stop at Livingston and see Mr. Taylor.

Yours truly,

Chief Engineer.

# REGISTRY RETURN RECEIPT.

1176

Form No. 1548.

Received from the Postmaster at

Livingston, Mont.  
(Delivering office.)

Registered {Letter  
Parcel}

No. 5-83-

From Post Office at SAINT PAUL, MINN.,

Addressed to

F. J. Taylor Div. Engineer, N. Ry.  
(Name of addressee.)

Date

(Date of delivery.)

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

100  
F. J. Taylor, Div. Engr.  
(Signature or name of addressee.)

per H. A. Anderson  
(Signature of addressee's agent.)

A registered article must not be delivered to anyone but the addressee, except upon addressee's written order.

When the above receipt has been properly signed, it must be postmarked with name of delivering office and actual date of delivery and mailed to its address, without envelope or postage.

This card must be neatly and correctly made up and addressed at the post office where the article is registered.

The postmaster who delivers the registered article must see that this card is properly signed, postmarked, and mailed to the sender.

## Post Office Department.

OFFICIAL BUSINESS.

*Penalty of \$300 for private use.*

RETURN TO:

Name of Sender

Street and Number,  
or Post Office Box.

SAINT PAUL,

MINNESOTA.

Postmark of Delivery Office



U. S. Registered Mails go to every post office in the world.

Provide for safe transit and correct delivery.

Letters and parcels may be registered at any post office or at any post-office station.

Letters will be registered by letter carriers in the residential districts of cities. Letters and parcels will be registered by rural carriers throughout their routes.

For letters and parcels delivered through a U. S. post office, the sender, without request and without charge, receives the addressee's acknowledgment, and when delivered through a post office of a foreign country, if the words "Receipt Demanded" be indorsed on the address side of the letter or parcel.

U. S. P. O. Registry Receipt.

Letter  
Parcel

No. 5583 P. O., St. Paul, Minn.

Received for registration

4/27 1907 from

addressed to

class postage prepaid.

Postmaster, per



Form 1386

Hans v L Cont 11760

**TELEGRAM.**

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and those for parties on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, personal signal of sending and receiving operators, call of sending office and name of receiving station must be entered in proper spaces in every instance. After transmitting telegrams which in their judgment would have served the Company's interest as well if sent by train mail, or which appear unnecessarily long, operators are required to attach a copy to Form 238, and forward same to Superintendent of Telegraph.

NUMBER	REC'D FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVED

FROM St. Paul, April 27, 1904.

TO F. J. Taylor,

DATED

AT Livingston, Mont.

Data regarding Coulee City Adrian matter will be expressed to you tonight at Livingston. Pls make your arrangements so as to carry out instructions regarding this promptly. If any delays or difficulties occur advise me with request for any assistance needed.

E. J. Pearson.



COPY.

EJP-M

April 27, 1904.

Personal.

Mr. F. J. Taylor,

Division Engineer,

Livingston, Mont.

Dear Sir:-

With the Coulees City-Adrian papers sent you under separate cover by express, according to a list of what is sent which accompanies the enclosures, you will find letters to me from Assistant Engineer M. E. Reed dated December 31st and January 7th. Mr. Reed was instructed to go over this work and verify the same. He did not carry out instructions. All he did was to walk over the work and then check up the notes, omitting to check the measurements on the ground and the actual classification. On the strength of report he did make, and after discussing the matter with Mr. Ball, the contractors' estimate was increased \$1,777. Over half of this was allowance on embankment Station 229 to 234 account borrow which the contractors claim the Engineers had instructed them to make. The balance was on difference in loose rock classification, Reed and Ball thinking that classification made should perhaps be increased as a matter of fairness. These papers will show you what Reed did in the matter, and the increase made to the estimate as a result of his investigation. I am not satisfied with the course the general contractors are taking in this matter. I believe the allowances Mr. Darling has made have been decidedly liberal, and such that there is no excuse on the part of the contractors for declining to take care of sub-contractors Eslick, Hartnett & Chew, or in any event accepting the final estimate and release the Railway Company from further claims. I think Mr. Darling in his class-

P.J.T. 2.

ification, allowance for over-break, etc. has done so much for the general contractors that there is no excuse for them trying to unload on the Railway Company any responsibility to Eslick, Hartnett & Chew. If errors are discovered, and a change in favor of Eslick, Hartnett & Chew becomes necessary it is of course obvious that similar claims will be made by everyone else who was on the work. It is very desirable that we avoid a second set of measurements and estimates providing the existing records can be checked as correct and therefore accepted as also the record of the work to be now done. If this matter so develops that you Ball and Gleason can, if required, take the witness stand to show that the existing records and estimates as made are satisfactory and correct I certainly do not want to change them, and do not want to change anything in the matter except as may be necessary in absolute accuracy and fairness. Please understand that I do not want to find anything except in accordance with actual facts. On the contrary that if the records and estimates are correct as they stand I want to substantiate and stand on them. In my former letter I asked for a statement in connection with this work of concessions, liberal treatment, etc. given the contractors. In the same connection I would also like a statement containing such information as Ball and yourself can give regarding the failures, deficiencies, and otherwise on the part of the contractors in the handling of this work.

Yours truly,

Acting Chief Engineer.

April 27th, 1904.

Mr. F. J. Taylor,  
Division Engineer,  
Livingston, Mont.

Dear Sir:

I am sending you by express today the following records  
pertaining to Coulee City Extension:

- ✓ Note book 1931, original cross section notes, station 0 to 583;
- ✓ " " 1932, " " " " " 202+10 to 570+24;
- ✓ Note book 1934, recross section notes, station 133+35 to station 748+83;
- ✓ Note book 1936, being red book, covering sections 1 to 6 according to original notes;
- ✓ Note book 1939, being red book, according to recross section notes, from station 132+53 to station 660+92;
- ✓ Progress profile of the line;
- ✓ Certain notes on overhaul made by Mr. M. E. Reed, Ass't Engineer, file #107-26;
- ✓ Sheets of cross sections from station 0 to station 297+03;
- ✓ Copy of contractor's final estimate on form 94 from station 0 to station 267+30;  
VBL:J
- ✓ Copies of reports of Mr. M. E. Reed, Ass't Engineer, dated Dec. 31st, 1903 and Jan. 7th, 1904;
- ✓ Two detailed statements made by Mr. Ball, showing detail of estimate as reported by him on July 30th, and also detail of final revised estimate as made by Mr. Ball;

first leased premises as made by Mr. Butt:  
premises as located by him on July 20th, and also details of  
two detailed statements made by Mr. Butt, showing details of

July 1902 and Jan. 1904:

Copies of records of Mr. M. E. Reed, Vice President, dated Dec.

to station 384+20:

April

Copy of contract, a first estimate on work at flow station 0

series of cross sections from station 0 to station 384+02:

the 1904-05:

Certain notes on equipment made by Mr. M. E. Reed, Vice President:

Flowless profile of the line:

Notes from station 133+22 to station 290+23:

Note book 1830, being leg book, according to cross section

line to original notes:

Note book 1830, being leg book, covering sections 1 to 6 according

station 148+22:

Note book 1834, cross section notes, station

133+22 to

240+34:

" " 1835

"

"

"

"

"

308+10 to

Note book 1837, original cross section notes, station 0 to 282:

Referring to copies of extension:

I am sending you by express today the following records

Dear Sir:

Thank you very much.

Respectfully,  
Mr. E. J. Taylor.

Mr. E. J. Taylor.

Very truly,  
Mr. E. J. Taylor.

Mr. F. J. Taylor.

-2-

✓ Also enclose copies of letters of instruction of Mr. W. L. Darling, Chief Engineer, to Mr. G. D. Ball, Ass't Engineer, dated July 5th, 1903, 2 letters; July 22nd, 1903, August 3d, 1903, May 6th, 1903;

✓ A copy of a letter from Mr. P. Welch, dated Nov. 23d, 1903.

Special care must be taken with all these records to see that they are not lost or injured in any manner, and they must be returned to me as soon as you are through *with them*

Yours truly,

Acting Chief Engineer.



COPY.

EJP-M

April 27, 1904.

Mr. F. J. Taylor,

Division Engineer,

Livingston, Mont.

Dear Sir:-

Enclosed by express are various papers and records pertaining to the Washington Central extension Coalee City to Adrian covering that part of the work handled by sub-contractors Eslick, Hartnett & Chew. The general contractors decline their final estimate for this work as the acceptance of same involves a release by them of any future claim. The general contractors contend that sub-contractors Eslick, Hartnett & Chew have not been given fair or correct estimates, that they should have at least \$5,000. more than the general contractors have paid them, which they think the Railway Company should pay. They state that if Eslick, Hartnett & Chew are not helped that they will sue, and that in that event the work of the Engineers, corrections in classification, estimates, etc. will be attacked. Contractors claim that the Engineers on the work throughout have not given them a fair deal, claiming that Mr. Ball has made the statement, which they can prove, that he would "do" some of the contractors, that Mr. Darling denounced Engineer Saunders who remeasured the work as incompetent, that he should not be used, but he was, that the Engineers erred in classification and other allowance which were corrected by Mr. Darling, that even with Mr. Darling's instructions regarding the classification that the Engineers were prejudiced and carried them out with a view of narrowness against the interests of the contractors, and that in the returning of estimates for work done that a second

F.J.T. 2.

or third final estimate would be different from that which preceded, and frequently less. They also claim that many of the estimates were made in even hundreds or thousands, that such even figures could not result with such frequency, and that this is an indication to them that the estimates were guessed.

I ask you to handle the remeasurement on account of your partial familiarity with the line, and in the case of suit you would likely be summoned, and so that you, Gleason and Ball may become thoroughly conversant with the details of the final estimate and act as the Railway Company's witnesses should this be necessary. It is also desirable that Mr. Ball and yourself take hold of this matter as you are both conversant with the conditions under which the work was handled.. Mr. Croswell has been requested to release Mr. Ball, and have him report to you on this matter when you request, also to let you take for the purpose Gleason and his party. If you have a party that you can put on the work in addition in order to hurry the closing of it, there is no objection, or if you want to employ additional men so that Gleason, Ball and his instrument men can each work on remeasurement there is no objection. My idea of the remeasurement is that it should be done with care and thoroughness, and in connection with the original notes so that the record of the same will be only a verification of the working notes from which the final estimate was made to the extent the same are correct. I hope it will develop that our records of quantities and classification, including the carrying out of Mr. Darling's instructions, will be verified as correct. However, if they are not, we should then make such corrections as are necessary for a proper final estimate, and revise the same accordingly. While I advise you of the position of the contractors with respect to the work of the Engineers, this is simply a business matter, and should not be allowed to influence in this matter. If your investigation of this matter proves

F.J.T. 3.

such that Ball, Gleason and yourself can go into court if necessary and substantiate from the actual investigation you have made the correctness of the final estimate as it stands, I propose to stand on the same. If, however, errors are found, it will then be necessary to correct accordingly. The results of this investigation should be considered as private information of the company. After you have carried the work far enough so that you can tell in general how it is running, would like information in cipher. If our record as it stands is correct, I want to avoid a new record and secure only a verification or check of this which will add to the simplicity in the handling of this matter. If anything occurs to you in the way of suggestions that should be observed in the handling of this work, I shall be pleased for your advice. It is desired that the matter be given prompt attention and hurried to early completion. When the work is completed if nothing unusual develops on this part we will not remeasure any more of the line. If the investigation should disclose inaccuracies, etc. it will probably be necessary to remeasure the balance of the work. It seems to me the classification, allowance for over-break, etc. has been exceedingly liberal, and that the contractors have been well treated in other respects. In addition to substantiating the estimate as made if correct, I would like a memorandum or statement showing points in which contractors have been favored or benefited which may be of possible use as an off-set in case this general subject is brought to suit.

Yours truly,

Acting Chief Engineer.



Form 1396

**TELEGRAM.**

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				M.		M.			M.		

FROM St. Paul, April 26, 1904.

TO F. J. Taylor, Livingston, Mont.

DATED

AT T. H. Croswell, Tacoma, Wash.

That part of the Washington Central extension Coulee City to Adrian built by sub-contractors Eslick, Hartnett & Chew is to be remeasured for the purpose of verifying final estimate or correcting if errors exist. Copy of final estimate, instructions of Mr. Darling regarding classification, copies of original notes, etc. will be sent to Mr. Taylor. Mr. Taylor who is familiar with this line will take charge of the work and put in such time on the same personally as is necessary for thorough familiarity. Mr. Croswell will arrange to let Mr. Taylor have Mr. Gleason and his party for the purpose, also let Mr. Ball put in such time on the work as Mr. Taylor may desire. Want Messrs. Taylor, Ball and Gleason to be in position to



Form 1386

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				_____M.		_____M.			_____M.		

FROM

TO

DATED FJT &amp; THC #2.

AT

substantiate in court the final estimate made providing it is correct and in accordance with the contract, specifications and instructions of Mr. Darling, and if incorrect in any respect to substantiate the final estimate with necessary corrections made. Taylor will be advised when the instructions, notes, etc. are sent him and will arrange with Mr. Croswell for the party and for Mr. Ball when wanted. The matter is to have prompt attention. Copy to Taylor and Croswell.

E. J. Pearson.

EJP-M

Mr. Weston: Talk with me about this.

E.J.P.



MEMORANDUM TO ATTACH TO THE COULEE CITY-ADRIAN FILE.

\*\*\*

St. Paul, Minnesota, April 26th, 1904.

Mr. T. Foley of Foley Brothers & Larson called regarding final estimate. He states letters from Welch and Larson are to the effect that sub-contractors Eslick, Hartnett & Chew should have \$5,000. more than they have received, that they are not disposed to pay this, that they think sub-contractors will sue, that they will not sign release in order to secure final estimate unless this is determined, but that he will accept final settlement and take care of the matter if allowed an additional amount of \$1,500. over that already estimated. He was advised that in our opinion the classification had been liberally made by Mr. Darling in person, and that the estimates and final measurements were in accordance with the same. He contends that the Engineers who made the estimates were prejudiced against the contractors, and carried Mr. Darling's instructions out as closely as they could against the contractors' interests. He claims further that the Engineers on the work could not handle the same correctly, and the trouble is due to their unsatisfactory work. He was advised that Mr. Darling's classification allowances were exceedingly liberal compared to a strict interpretation of the specifications, and such as to compensate the general contractors far more than the amount at issue, and it seems as if contractors should make their settlements and accept the final estimate. He stated if the \$1,500. proposition was not accepted that he would write his partners in the west that this offer had been made and declined, that he would have nothing more to do with the matter, and that they could handle it as they were disposed. He was advised that the Eslick, Hartnett & Chew work would be remeasured and pending further advice when that is completed will request his partners in the west to see that no suit is commenced.

E. J. Pearson.



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Cmt Lile

0  
1176

**Northern Pacific Railway Company.**

Office of the Division Superintendent.

Spokane, Wash., April 11, 1904.

Mr. E. J. Pearson,  
Acting Chief Engineer,  
Tacoma, Washington.

Dear Sir:

I beg to acknowledge receipt of yours of the 6th in regard to information desired concerning the Adrian cut off, and will try to keep posted and give you the information.

Yours respectfully,

B-D

*A. Pearson*  
Superintendent.

*HP of Cont  
file*  
COPY.

*0*  
*1176*

EJP-M

At Tacoma, April 8, 1904.

Mr. T. H. Croswell,  
Division Engineer, Tacoma, Wash.

Mr. A. Beamer,  
Superintendent, Spokane, Wash.

Gentlemen:-

In case the Contractors who built the line from Coulee City Junction to Adrian put any Engineers on the work to make remeasurements, or have done so recently, I would like to know this at once. Without publicity in the matter, which I wish to be sure to avoid, will you be kind enough to instruct your representatives who may be on the ground to report if they see or learn of anything of this kind?

Yours truly,

Acting Chief Engineer.

*Cont. J. L. L.*

COPY <sup>0</sup>/<sub>1176</sub>

EJP

March 25, 1904.

Messrs. Foley Brothers & Larson, Contractors,  
Room 9 Gilfillan Block,  
St. Paul, Minn.

Gentlemen:-

In reply to request of Messrs. Foley, Larson, and Welch that in the final settlement of contract for construction between Coulee City and Adrian that the Railway Company assume liability of a possible suit against yourselves by sub-contractors Eslick, Hartnett & Chew; I beg to advise that in the final settlement of this contract the Railway Company can consider only the parties to the contract, that the final estimate is made after investigation of the points advanced by yourselves, and according to your statement is satisfactory so far as your Company is concerned, and that final closing of matters pertaining to the contract must be between the parties thereto, and without such an exception by the Railway Company as you ask.

Yours truly,

Acting Chief Engineer.

*Emerson Hadley*  
COPY.

0  
1176

EJP

March 24, 1904.

Mr. Emerson Hadley,

Assistant General Counsel.

Dear Sir:-

In regard to the final estimate for Foley Brothers & Larson for construction work on the Coulee City-Adrian extension, the voucher covering final estimate with the form of release in accordance with the terms of the contract has been furnished to the Contractors. Messrs. Foley, Larson and Welch called today in regard to this. They state that one of their <sup>sub</sup>contracting firms, Eslick, Hartnett & Chew, claims that the estimate for their portion of the work is insufficient, that their work cost them several thousand dollars more than they will receive, and that they threaten suit. Another firm of sub-contractors, P. P. Johnson & Company, are also stated to be behind, but the general contractors do not expect suit from them. The general contractors claim that the complaint and dissatisfaction of Eslick, Hartnett & Chew is on account of distrust of the Engineers in charge of the work, and that if a <sup>sub</sup>suit is brought it will be on account of claimed inaccuracy of the said contractors of the details of the final estimate as prepared by the Railway Company's Engineers. The general contractors ask that final voucher be paid them, and are agreeable to the form of final release, except that they wish an exception so far as a possible suit by Eslick, Hartnett & Chew is concerned. Will be glad to have your advice as to further action that should be taken.

Yours truly,

Acting Chief Engineer.

1176  
February 10th, 1904.

COPY.

Messrs. Foley Bros. & Larson,

Contractors,

St. Paul, Minn.

Gentlemen:

Answering your letter of the 5th, I beg to enclose  
herewith a detail of your estimate on Washington Central Branch, Coulee  
City to Adrian Line.

Yours truly,

Acting Chief Engineer.

RA<sub>W</sub>-B

Enc-



Continued 2/11  
1176

Mr. Weston:-

Ascertain if Foley Bros. & Larson have got their final voucher and  
have made the proper release.

E.J.P.

2/7/04.

M Clifford

AM

2/8

Rail

Voucher sent to  
for signature & return  
before pay made  
yet returned  
not  
done

OFFICE OF  
FOLEY BROTHERS,  
RAILROAD CONTRACTORS, LUMBER MANUFACTURERS,  
AND WHOLESALE GROCERS,  
FROM 9 GILFILLAN BLOCK.

SAW MILLS AT  
FOLEY AND MILACA, MINN.



*H.C. Return your made  
a copy in Jan 94  
Please have my carefully  
checked & let  
me know if  
OK  
2/6*

ST. PAUL, MINN. Feb. 5, 1904..

E. J. Pearson, Esq.

Acting Chief Engineer, N. P. Ry.

St. Paul, Minn.

Dear Sir:-

Answering your letter of the 3rd inst., we have not received the detail estimate of the Coulee City work referred to and would like you to kindly furnish us one as early as convenient.

Yours truly,

*Foley & Larson*

*Compared with  
original at as made  
up by W. H. H.C.  
2/9/1904*

RAW•A

COPY

February 3rd, 1904.

*Cont file*  
1176

Foley Bros & Larsen,

Contractors, St. Paul, Minn.

Dear Sirs:-

Please advise if you wish me to furnish you a copy of estimate in detail for the Coulee City Adrian work. This, I believe, has not yet been furnished.

Yours truly,

E. J. PEARSON.

Acting Chief Engineer.



Form 1386

**TELEGRAM.**

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NUMBER	REC'D FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
75 vs crcy				_____M.		_____M.			_____M.		

FROM

TO

On Mont Divn Feby 2nd 1904

R A Weston

DATED

AT

Conform to past practice of dept in way of furnishing Foley Bros detail of their final estimate

E J Pearson

1035 pm



Form 1386

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						COPY					

FROM St. Paul. Feb. 2nd, 1904.

TO E. J. Pearson,

DATED

AT Car 5, On Line West.

Should I furnish Foley Bros with detail of their Coulee City estimate? This has not yet been requested, but I presume it will be needed in settling with sub-contractors.

R. A. Weston.





Form 1886

**TELEGRAM.**

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				M.		COPY			M.		

FROM St. Paul, Minn. Jan. 29th, 1 904 TO E. J. Pearson,  
DATED AT Car 5, On Line West.

Solomon date regarding Adrian extension voucher. Figures you quote simply include earth excavation, solid and loose rock and extra haul. These were the items concerning which there were disputes. The final estimate includes in addition to this nearly twelve thousand dollars for bridging and over nine thousand dollars for force account work, concerning which no question arose, which accounts for total amount of voucher.

R. A. Weston.

Mr Weston.

The totals Mr Pearson refers to are for  
Item of Earth Excavation  
Solid Rock "  
Loose " "  
Extra Haul

only. Mr. Darling reported on on Ball's approximate made  
in June - (for above items) \$279,164.00  
and Mr. Darling changed to Reduced about 2,000.00  
Ball's final estimate for above items 289,665.00  
Reed's " " " " " 291,443.00

An increase of \$1778.00 over Ball's Est.  
The complete final estimate includes other items, beside  
force account. Ball's final was \$311,836.87 complete  
Reed added 1777.90  
We added refund of force 1395  
Total as shown by last voucher, \$313,628.52

Woe  
11/20



Form 1386

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FROM Seattle, Jan. 29th, 1904 TO R.A. Weston,  
DATED AT St. Paul.

I notice the total of Adrian extension voucher \$313000. I understand the amount Darling expected was \$279000 which he reduced to about \$277000 and that the re-measurements increased estimate to about \$289000 which was increased still further from investigation by Reed to extent of \$1770 which would be about \$291000 what is explanation.

E.J. Pearson.

2:35 P.M.

COPY

January 25th, 1904.

RAW\*A

Hold

Comr File

1176

Mr. C. A. Clark,  
T r e a s u r e r.

Dear Sir:-

Referring to my letter of the 20th, beg to advise that Mr. Hadley considers the regular printed form of contract release sufficient in the case of contract with Foley Bros & Larsen. I would like to have care taken in this case that release is legally executed before final voucher is paid over.

Yours truly,

E. J. PEARSON.

Acting Chief Engineer.

COPY

RAW\*A

January 20th, 1904.

Mr. Emerson Hadley,

Assistant General Counsel.

Dear Sir:-

I enclose herewith copy of final estimate voucher in favor of Foley Bros & Larson for construction of Washington Central Extension Coulee City to Adrian, also the contract, also printed form of release, which is the form obtained by the Treasurer when final estimates are paid. I desire that this matter of release shall be perfectly complete and sufficient in this case, owing to the possibility of claims being instituted by sub-contractors.

Will you please advise me if you consider that the release as attached is sufficient, or if you would suggest any additions to or modification of the same?

Yours truly,

E. J. PEARSON.

Enc.

Acting Chief Engineer.



COPY

RAW•A

January 20th, 1904.

Mr. C. A. Clark,  
Treasurer, Building.

Dear Sir:-

Herewith copy of my letter of this date to Ass't Gen'l  
Counsel Hadley in regard to final estimate voucher in favor of  
Foley Bros & Peter Larson.

Will you kindly with-hold payment of this voucher, until  
I advise yo u as to Mr. Hadley's reply?

Yours truly,

E. J. PEARSON.

Acting Chief Engineer.

Enc.

# Northern Pacific Railway Company.

Office of the Chief Engineer.

E. J. PEARSON,  
ACTING CHIEF ENGINEER.

St. Paul, Minn.

January 20th, 1904.

RAW\*A

Mr. Emerson Hadley,  
Assistant General Counsel.

Dear Sir:-

I enclose herewith copy of final estimate voucher in favor of Foley Bros & Larson for construction of Washington Central Extension Coulee City to Adrian, also the contract, also printed form of release, which is the form obtained by the Treasurer when final estimates are paid. I desire that this matter of release shall be perfectly complete and sufficient in this case, owing to the possibility of claims being instituted by sub-contractors.

Will you please advise me if you consider that the release as attached is sufficient, or if you would suggest any additions to or modification of the same?

Yours truly,

*E. J. Pearson*

Acting Chief Engineer.

Enc.

*E. J. P. I think the attached form  
of release sufficient  
1/20/04 EJP*



COPY.

POLEY BROTHERS & PETER LARSON,

(Sheet #2).

1903.

Dec. 31,

Amount carried forward,

\$313,628.52

Less previous payments:

E.D.No. 2859,	Aud.No.	10,503.63
E.D.No. 3124,	Aud.No.	38,509.65
E.D.No. 130,	Aud.No.	44,666.10
E.D.No. 270,	Aud.No.	46,150.65
E.D.No. 476,	Aud.No.	41,278.12
E.D.No. 724,	Aud.No.	28,866.43
E.D.No. 903,	Aud.No.	17,957.14
E.D.No. 1247,	Aud.No.	15,336.53
E.D.No. 1427,	Aud.No.	20,180.79
E.D.No. 1647,	Aud.No.	1,063.35
E.D.No. 1941,	Aud.No.	7,643.50

\$272,155.89

Amount of this voucher:-

\$41,472.63

CHARGE:-

Open Accounts,

File 592, ('02), Wash. Central Extn.,

Coulee City to Adrian,

Grading,

Bridges, Trestles & Culverts,

Transportation Charges;

\$11,210.49

8.85

13.75

\$11,233.09

Open Accounts,

Poley Bros. & Peter Larson, A/C Contract,

30,239.54

\$41,472.63

\_\_\_\_\_, the undersigned, having this day received from the Northern Pacific Railway Company the sum of \_\_\_\_\_ Dollars, as final payment of estimate for work done on that certain contract dated the \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_ part \_\_\_\_\_ of the first part, and the Northern Pacific Railway Company, a Wisconsin corporation, party of the second part, which contract was for the constructing and furnishing of materials complete to the satisfaction of the chief engineer of the party of the second part of and for \_\_\_\_\_

NOW, THEREFORE, \_\_\_\_\_ hereby acknowledge receipt of the above sum of \_\_\_\_\_ Dollars, together with all sums, if any, heretofore received upon said contract, as the full and final payment for work done and materials furnished under and pursuant to said contract, both for regular work done and for materials furnished and extra work and materials, if any were done or furnished.

And \_\_\_\_\_ the said contractor \_\_\_\_\_, part \_\_\_\_\_ of the first part, do hereby declare every claim of every kind and description arising from said contract in \_\_\_\_\_ favor and against said Northern Pacific Railway Company, its successors and assigns, arising out of or connected with said contract or its obligations, fully paid, satisfied and discharged.

Dated \_\_\_\_\_

1176

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