



Northern Pacific Railway Company.  
Engineering Department Records.

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**NORTH PACIFIC RAILWAY COMPANY,**  
**Engineering Department.**

*File No.* **1225**

**SUBJECT:** **CONTRACT**  
**WITH ESLICK & HARTNETT**

**FOR TRACK LAYING, SURFACING AND BALLAST-  
ING, W.C. EXTN., COULEE CITY TO ADRIAN**

**DATE APRIL 23, 1903**

**FROM.....TO.....**

12 25

1225  
St. Paul, April 10, 1950.

Mr. H. M. Tremaine;

Replying to your letter of April 3rd in regard to source of gravel used in surfacing the track on the Adrian Branch in the original construction.

I have looked at the correspondence and the field note books covering the Washington Central Branch, Coulee City to Adrian extension in 1902 and 1903, but find nothing to show the source of gravel used.

One field book shows that the Contractors - Eslick & Hartnett distributed 12,400 cubic yards of track surfacing and put under 50%. Balance done by Company Forces.

In accordance with the contract, the Contractors were getting gravel outside of the Right-of-Way and Track, but there is no reference where this was obtained.

Chief Engineer.



J.K.G.

I have looked at the correspondence and the field note books covering the Wash. Central Br. Coaling City to Adrian Extn. in 1902 + 3 but find nothing to show the source of gravel used.

One field book shows that the contractors - Estricks + Hartnett distributed 12,400 Cu. Yards of track surfacing and put under 50%. Balance done by company force.

J.M.

Spokane, Washington  
April 3, 1950

*7/11/50*  
Mr. Bernard Blum:

Can you advise the source of the gravel used in surfacing the track on the Adrian Branch in original construction; particularly on the Coulee end where so much of the grading was found in rock? Through the rocky sections the surfacing material for the track was train hauled in.

*H. M. Tremaine*  
District Engineer

HMT:lcb

3268 ✓

4497 X

449 — Box 1140

1133 X

~~1173~~

1176 X

1225

APR  
6  
1950

1225  
COPY

RAW\*A

February 6, 1904.—

Mr? S. A. Eslick,  
Spokane, wash.

Dear Sir:-

Acknowledging receipt of your favor of the 1st instant.  
The voucher has been made in favor of Eslick & Hartnett refunding  
the difference in price between \$12.00 per day and \$5.00 per day  
for rental of steamshovel. This voucher should reach you in a few  
days.

Yours truly,

E. J. PEARSON

Acting Chief Engineer.

Rec'd  
Old file  
Forward enclosed  
+ ret this to  
once  
2/4

Spokane Aug 1 1904  
Mrs E J Pearson, St Paul

Dear sir  
Received letter dated Jan 1  
in which you said you  
Ordered Expense of steam  
Should Price Reduced from  
\$12.00 Per Day to \$5.00  
and Ordered Paid  
it would make a difference  
of \$100 it would ~~make~~ help  
a little after a man  
Being Raped By RR co  
for 2 years

Yours Resp  
L A Eslick



COPY.

ESLICK & HARTNETT,

Spokane, Washn.

1903.

Dec. 31st, For overcharge for rental of steam shovel during month of  
June, 1903, in connection with contract for track laying  
and surfacing, Washn. Central Extn., Coulee City to Adrian:

As charged, Store Dept. bill Aug. 25th, 1903, A.D. Vou. 980J:  
13 days steam shovel @ \$12.00, \$ 156.00

Rate to be charged as understood by contractors:  
13 days steam shovel @ \$5.00, 65.00

AMOUNT OF REFUND, \$ 91.00

CHARGE:

Open Accounts,  
File 592(1902), W.C. Extn., C.C. to Adrian,  
Track Laying And Surfacing, \$ 91.00.

13 days (as charged) @ 12<sup>00</sup> 156.00  
13 " @ 5<sup>00</sup> 65-  
Refund 9 1.00



11

8125 - 449 40

91

" 70

950

f

1225

HAC-P.

September 29th, 1903.

Mr. C. A. Clark,  
Treasurer.

Dear Sir:-

Vouchers in favor of Eslick & Hartnett on account of contract for track laying and surfacing Washington central Extension, Coulee City to Adrian, which you have been holding at my request, may now be paid.

Yours truly,

Acting Chief Engineer.

1225

September 26th, 1903.

Mr. H. A. Bray,  
Comptroller,  
St. Paul, Minn.,

Dear Sir:-

Referring to my letter of recent date in regard to statement of contract with Eslick & Hartnett, I do not know of any further reason to hold the matter open, and think vouchers can now be paid and bills deducted.

Yours truly,

Acting Chief Engineer.

## Northern Pacific Railway Company.



Coules City, 9/21/03

E. J. Pearson Esq.  
Acting Chief Engineer.

Dear Sir -

Referring to your letter of the 15<sup>th</sup> Inst - in regard to final estimate and bills against Eschell and Hartnett - all items (save one) are O.R. except that amounts have increased materially since bills passed through my hands. One item - Bill for meals and sandwiches amt \$18.32 I have no record of. In view of the fact that we took the tools back at our price - think that the difference in prices will no more than compensate for the use of the tools by them.

The Engine service and train men's wages are O.R. Here for running a special into Spokane to get Linn car wheels fixed. As to cost of Linn cars - The increased cost is due to the replacing of the wheels (that were in the cars when sold to E & W.) by new and expensive ones. New ones cost in Spokane \$100.00 each at time of Linn machine strike.

These matters were covered at time I took the Linn cars and am hereby advised from Mr. Darling to take them at \$161. There for I believe bills are O.R. cost they should.

None know whether any rate for use of steam shovel was agreed on or not.

Yours truly  
W. D. Ball  
Asst. Engr.





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
223	HN CN	C									

FROM

Spokane Sept 23rd, 1903,

TO

E.J. Pearson,

DATED

AT

Buff both Sprague agreement and letter re Eslick and Harnett bills sent  
you .

G.D. Ball,

1243pm



Form 1886

**TELEGRAM.**

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FROM

TO

G. D. Ball,

DATED

9/22/03.

AT

Coulee City, Wash.

Have you replied to my letter Sept. <sup>15</sup>16th regarding Eslick & Hartnett bills? If not, please hurry reply.

E. J. Pearson.

RAW-M

September 15, 1903.

Mr. G. D. Ball,

Assistant Engineer,

Coulee City, Wash.

Dear Sir:-

Referring to your letter September 5th advising me of all bills certified to by you as chargeable to Eslick & Hartnett: The Engineering Department has made the following bills against Eslick & Hartnett:

Bill for mauls and wrenches	\$18.33
Bill for wages of Trainmen running work train to Spokane.	20.10
Bill for rental of boarding cars in May	59.83
Bill for rental of boarding cars in June	123.72

The Store Department has rendered a bill amounting to \$449.40, made up as follows:

Aug. For labor and material furnished Eslick & Hartnett for construction of new line Coulee City to Adrian:

Labor repairing iron cars	
Store Attendant 5 hours @ 19¢	.95
Blacksmith 5 hours @ 27½¢	1.37
" helper 5 hours @ 20¢	1.00
Add 10%	.33
	\$ 3.65

May 27 & 28th. Engine service 249.4 miles @ \$27.50	68.59	
Rental of engine 2 days @ \$9.	18.00	
Steam shovel 13 days @ \$12.	156.00	242.59

MATERIAL.

2 Iron cars @ \$52.	104.00	
6 Track wrenches @ 36¢	2.16	
5 Rail forks @ \$1.27	6.35	
5 Rail tongs @ \$1.65	8.25	
16 Tons Roslyn coal \$5.15	82.40	203.16
		\$449.40



COPY.

G.D.B. 2.

I am unable to check the store bill with the list of charges given in your letter. Of course, the Store Department has revised prices charging them amounts which would be charged to any outside parties. I would like to have your opinion as to this, and whether you think there is any reason why this bill should be revised and price reduced. Also, would like to have you state if you consider any items in this bill are incorrect. In this connection I would like to call your attention to iron cars. Store Department has made bill for two iron cars for \$52.00 each, and Eslick & Hartnett made bill against us for two iron cars for \$161.00. Are these the same iron cars, and why should they charge any more for them than we charged them. The final estimate voucher has been put through, and the matter is already to be closed up, but I would like to hear from you regarding these bills before letting the matter go, to make sure that everything is all right.

Yours truly,

Acting Chief Engineer.

COPY.

RAW-M

September 15, 1903.

Mr. H. A. Gray,

C o m p t r o l l e r.

Dear Sir:-

Referring to my letter of September 12th attached, with vouchers in favor of Eslick & Hartnett: I would suggest that payment of these vouchers in favor of Eslick & Hartnett be held for a few days, as I have written the Assistant Engineer with reference to charges which have been made against Eslick & Hartnett by our General Store Department. I want to make sure that all bills against the Contractors are in proper shape before final settlement is made. I expect to hear from Assistant Engineer in a few days, and will then write you further.

Yours truly,

Acting Chief Engineer.

Mr. Weston,

This statement does not check with bill made by Store Dept. However, the item seems to be covered by Store Dept bill, and the difference in amounts is accounted for by some having been increased by General Store-keeper's rate charged outside parties.

HAC

9/11



.....  
*Chief Engineer.*  
APPROVED FOR \$.....

.....  
*General Manager.*

.....  
*President.*  
.....190.....

DISTRIBUTION:

Charge Operating Expenses, \$.....  
" Income Account, .....  
" Capital Account, .....  
" .....  
" .....  
Total, \$.....

NOTICE OF APPROVAL, AND DISTRIBUTION,

(Form 1345) issued.....190.....

.....  
*Comptroller.*  
.....  
Work commenced.....190.....  
Work completed.....190.....

As reported by

.....  
*Superintendent.*

## Northern Pacific Railway Company.



*Carroll City Wash Dept 5 1903*

*Mr. E. J. Pearson  
Acting Engr  
St Paul Minn*

Dear Sir:-

The following is list of bills which have been certified as chargeable to Eslick & Hartnett.

So far as I know all bills are now in and I know of no others to be made by other departments

May	Ston Dept.	Spokane Wagon & Engineer to Spokane & Ret.	+ 16.33
"	"	" Labor, Repairs to Iron Car plus 10%	3.65 ✓ 3.31
"	"	" Iron Cars & Tools	✓ 50.25
"	Operating Dept.	Rental Engine #74 in May	✓ + 36.00
ED 259	"	Rental Cars in May	✓ 59.83
June	Ston Dept.	Fuel for Steam Shovel in June	✓ 21.60
"	"	Freight on Fuel for " "	✓ 27.92
"	"	Rental Steam Shovel in June	✓ 5.45.50
ED 326	"	Rental Cars in June	✓ 123.72

Besides the above there should be a charge for train crews wages in May of 70.07

Yours truly,  
L. D. Ball  
Act Engr



Form 1386

**TELEGRAM.**

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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
256	HN	CN	H								
				M.		M.			M.		

FROM

Coulee City, Sept. 45th, 1903

TO

E.J.Pearson,

DATED

AT

St.Paul.

Will forward list of charges against Eslick and Hartnett on next mail.

G.D.Ball.

1:43 P.M.

*RAW*



Form 1386

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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
				M.		M.			M.		

FROM September 4th, 1903.

TO G.D. Ball,

DATED

AT Coulee City, Wash.

Referring my telegram August 31st. Have you sent me list requested showing all charges against Eslick & Hartnett of which you have any knowledge? Wish to get this at once as I wish to make sure that all charges are in before estimate is paid over.

E.J. Pearson.





# TELEGRAM.

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FROM St. Paul, Minn., Aug. 31st, 1903.

DATED

TO

G. D. Ball,

AT

Coulee City, Washn.

Please send me list of all bills made against Eslick and Hartnett, including all charges made by Operating Dept. and Store dept. which you have certified as chargeable to contractors. Also advise whether all bills are now in and whether you know of any still to be made by other departments.

W. J. Pearson.



Form 1886

**TELEGRAM.**

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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 233, 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
				M.					M.		

222 HN S C

FROM

TO

DATED

Coulee City Sept 3rd, 1903, AT

E. J. Pearson,

Solomon 2nd my instructions were to make final estimate as sent you it gives same amount as twenty C rate for all and corresponds to actual condition of work,

G. D. Ball,

1155am

*Im Pearson*  
*Pls sign vouchers*  
*I am taking steps to get all*  
*fills in if any not yet made*  
*9/3*  
*RTH*



Form 1386

**TELEGRAM.**

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				M.		M.			M.		

FROM September 2nd, 1903.

TO G.D. Ball,

DATED

AT Coulee City, Wash.

COPY

Referring to final estimate Eslick & Hartnett. See you have allowed certain amount of ballasting at 30¢ and certain amount of 10 cents. My understanding was settlement was to be 20 cents per yard instead of 30 cents for ballasting, half of which was put under and completed and other half unloaded only. Your estimate does not seem to be on this basis. Please advise.

E.J. Pearson.

Eslick & Hortnutt

W.C. Extension, Coulee City to Adrian, Contract Apr. 23, 1903.

1903.  
Aug. Total work done 607463

Paid-

May. 29 E.A. Vou. 912, Est. 1, 107513  
499950

Vouchers being held.

June 30 E.A. Vou. 1133, Est. 2, 427981  
Retained percentage, Est. 1, 11945  
" " " 2, 47554  
487480

To be allowed in final Est.

12476 499980

Due on estimates,

499980

Other vouchers by bills being held

June 30 E.A. Vou. 1123, Meals furnished roadman 875

July 31 " 1324, 300 lb. hay @ 1.25 3.75  
135 " oats @ 1.25 1.70

2. Iron cars 161.00

Fitting 8 boarding cars 125.00

29145

" " " 1477, Delay to work train

June 23 - 2 hrs. @ 3.25 - 6.50

" 20 - 2 " " 3.25 - 6.50

1300

Aug 31 not vouchers of - Construction tools

19462

50782

550762

Bills to be deducted.

5057 Maule & Wrenches - E.D. Reg. 3961-

1833

5269 Running work Main Spokane

2010 ✓

259 6461 Rental Boarding Cars - May-

5983 ✓

326 7590 " " " June

12372 ✓

22198

Balance due,

528564

Aug Store Dept. bills

44940

483624

Held by Mrs.

23513

291.45

20940

875

200.20

Len Bell

5057 1833

5269 2010

6461 5983

98.26

\$ 201.94

Held by And. Disher

20919-

25623-

Bill

7590-

4279.81

13.00

123.72



Charged by R. B. Charged by E. H.

24 Spike nails 240 lb.			16 80
6 Track wrenches		18 33	3 00
6 " "	36	216 50	3 00
Rail forks	127	75	
" Tongues	165	100	
2 Iron cords		104 00	16 1 00

Eslick & Hortnutt - W.C. Extension, C. to ad.  
Contract of May 6th, 1903

1903

Aug.	Amount of final estimate	607463
------	--------------------------	--------

Vouchers made in favor of Est. A.

May 29	Est. 912, Est. 1	107513
--------	------------------	--------

June 30	" " 1133, " 2	427981
---------	---------------	--------



St. Paul, Minn.

Aug. 25 - 1903

Eslick &amp; Hartnett

Coulee City, Wash.

TO NORTHERN PACIFIC RAILWAY COMPANY, DR.

1903

Memo. No.

Store

Department.

Aug.

For labor and material  
furnished you for Construction  
of new line, Coulee City to Adrian

Labor repairing iron core

Store attendant 5 hrs @ 19¢

95-

Blacksmith 5 " " 27½

137

" helper 5 " " 20¢

100

Add 10%

33

✓ 365

May 27+28

Engine Service 249.4 miles @ 27½¢

6859 +

Rental of engine 2 days " 900

1800 +

Steam shovel 13 " " 1200

15600 s

24259

Material

2 Iron Core @ 5200

10400 c

6 Track wrenches " 36¢

216 c

5 Rail forks " 12¢

635 c

5 " Tongs " 165

825 c

16 Tons Roslyn coal " 515

8240 0

20316

44940

COPY

Approved,

In remitting, please quote Auditor's Number as below.

I certify that the above bill is correct and that the items specified therein were furnished by  
direction of

CORRECT: Auditor's No.

(SIGN HERE)

Received payment,

AUDITOR.

TREASURER



# TELEGRAM.

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177	HN S C										

FROM Seattle Aug 26th, 1903, TO R.A. Weston,  
 DATED AT

I return file 1225 contract with Eslick and Hartnett. Have agreed to settle with them on basis of contract price for track actually laid. 20 cents per yard instead of 30 cents for ballast half of which was put under and completed. The other half unloaded only ball instructed to make final estimate accordingly. You may close up this matter in the usual way also release their surety company bond just as soon as this is proper so that they can stop that expense.

E.J. Pearson,

1104am 27th

## Northern Pacific Railway Company.



Coulee City Aug 24 1903

E. J. Pearson Esq.  
Act. Chief Engineer.  
Dear Sir —

Enclosed please find Final Estimate track laying and  
surfacing — ~~from~~ Eschick and Hartnett.

This estimate takes the place of the one sent you  
August 10. And is made up according to agreement  
with Eschick and Hartnett.

The agreement also allows the following bills.  
that do not come in the estimate as extra work.

Bill for Boarding care \$125<sup>00</sup> O.K'd and sent you  
July 28.

Bill for 2 Iron cays — \$164<sup>00</sup> O.K'd and sent you July 28.

Bill for tools \$194.62 O.K'd and sent you Aug. 24

Bill for hay and oats \$5.45 O.K'd and sent you July 28.

Bill for delays in Eng. service 13<sup>00</sup> O.K'd and sent you Aug. 5.

Charge of \$1342.75 on Distribution July Pay roll should  
be charged from Bill for Collection against E. & H. to  
Track Laying and Surfacing.

All other bills sent in against E. & H. are O.K.

W. D. Ball  
Act Engr.

1225  
**THE WESTERN UNION TELEGRAPH COMPANY.**

INCORPORATED

**23,000 OFFICES IN AMERICA.**

**CABLE SERVICE TO ALL THE WORLD.**

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be corrected against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is received with the Company for transmission.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

**RECEIVED** at

Frank #6413.

September 15th, 1903.

Eslick & Hartnett,

Contractors, Spokane, Wash.

Surety bond was sent to you by registered U.S. mail September 5th. Please look it up and see if it has not arrived. Voucher will be ready in two or three days.

E.J. Pearson.

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. 5288 P. O. St. Paul, Minn.

Received for registration, 190 , from

addressed to

class postage prepaid.

Postmaster, per



S. A. ESLICK

PATRICK HARTNETT

ESLICK & HARTNETT  
RAILROAD  
CONTRACTORS

S. 114 ADAMS STREET

PHONE NORTH 298



Spokane, Wash.,

Sept 12 1908

Mr Pearson St Paul

Dear Sir

Will call your attention to the  
Security Bond we gave Mr Verling  
He said it was not good & asked  
me to give him Personal Bond as I did  
the company wants me to pay for  
Bond if it is returned at once  
we will not have to pay same  
When can we depend on Voucher  
for boules city work

Yours Resp  
Esllick & Hartnett

COPY. 1225

EJP

On M & J., September 12, 1903.

*Copy File*

Mr. H. A. Gray,

Comptroller.

Dear Sir:-

Handing you voucher in favor of Eslick & Hartnett of Coulee City for track laying and ballasting under their contract, work under this contract was given up soon after it was commenced, and on authority of Mr. Darling. The estimate provides for the balance of work done pursuant to the contract prices, except that there was an item of 6,200 cubic yards of ballasting that was distributed, but not placed under track. For this the contract price was reduced from thirty to ten cents.

Yours truly,

Enc.

Acting Chief Engineer.



Form 1886

1225

**TELEGRAM.**

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				M.		M.			M.		

FROM

Sept. 4th, 1903

TO

E. J. Pearson,

DATED

AT

Care Car #5, On Line.

Have discussed matter of Eslick & Hartnett bond thoroughly with Mr. Hadley and he thinks surety bond better be returned. Will send it to them by registered mail to-day.

R. A. Weston.

*Cont file*



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
101	HN CN C			M.		M.			M.		

FROM Hamilton Sept 3rd, 1903, TO R.A. Weston,

DATED AT

Think you have two bonds from Eslick and Hartnett if so confer with Counsel and if satisfactory to Release the surety company only retaining the other do so they have no more work to perform and only thing to protect is possible liens possibly I can assist you in understanding of final estimate for these parties.

E.J. Pearson

1023am 4th





Form 1386

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NUMBER	CALL FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
				_____ M.		_____ M.			_____ M.		

FROM September 3rd, 1903.

TO E.J. Pearson,

DATED

AT Care car #5, On Line.

I have not taken any action yet regarding surety bond for Eslick & Hartnett. Received final estimate from Ball but did not quite understand same in connection with your message and have wired him for explanation. Not often called upon for return of surety bonds but when we do return them it is after final estimate voucher and release of contract signed by contractor and my idea was to treat this same way. Under circumstances do not know as there will be any objection to returning bond at once. Will take several days for voucher to be approved and sent out for payment. Voucher is all ready as soon as we get message from Ball and will be forwarded at once for your signature. Shall I hold bond meanwhile or will it be all right to return it to Eslick & Hartnett in advance of signing final estimate voucher?

R.A. Weston.





Form 1386

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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
120	HN B VI										
				M.		M.			M.		

FROM

TO ✓✓✓✓

DATED

Hope Sep't 2-03

AT

Weston.

What was done about return of surety bond for Eslyeck and Hartnett

It should be released as soon as it can be done in the regular manner.

E J P

5-Am 3

RAW-F.

1225  
September 4th, 1903.

Messrs Eslick & Hartnett,  
Contractors, Spokane, Wash.

Dear Sir:-

I am sending herewith, by registered U.S. mail, the bond given by you, #3026 of the Fidelity and Deposit Company of Maryland, in connection with your contract dated April 23rd, 1903, for work on the Washington central Ry.

Yours truly,

Acting Chief Engineer.

Enclosure.

COPY.

1228  
1225

ESLICK &amp; HARTNETT,

Coulee City, Wash.

1903

Aug. 31, For Labor performed during the month of July 1903, Track Laying and Ballasting on the Washington Central Extension, Coulee City to Adrian, as per Estimate No. 3 and Final, certified to by G.D. Ball, Asst. Engineer, under terms of contract dated April 23rd, 1903.

<u>ESTIMATE NO. 3 AND FINAL.</u>					
TRACK LAYING:	13.4 Miles	@	260.00		3,484.00
BALLAST:	6,200 Cu.Yds.	@	.30		1,860.00
BALLAST: (Distributed but not placed under track)	6,200 Cu.Yds.	@	.10		620.00
EXTRA WORK PER FORCE ACCOUNT:					110.63
					<u>6,074.63</u>
Less previous payments.					
E.D.No. 912,	And.No.		1,075.13		
E.D.No. 1333,	And.No.		<u>4,379.61</u>		<u>5,354.94</u>
Amount of this voucher,					\$719.69

Charge:-

Open Accounts,  
File 592, ('02), Wash. Central Extn.,  
Coulee City to Adrian,  
Track Laying & Surfacing,  
Ballast,  
Esllick & Hartnett, A/C. Contract,

44.70

80.00

594.99

\$719.69

CONSTRUCTION.

Copy to G.D.B.  
9/31/1903

1225  
Cmt H

Spokane, Aug. 29, 1908.  
E. J. Pearson, Esq.  
Chief Engineer, N. P. R.R. Co.  
St. Paul, Minn.  
Dear Sir:

Please send security bond to  
Mr. Craig immediately.  
Spokane, Wash. at once. We  
will have to pay the premium.  
By so doing you will  
greatly oblige  
Yours respectfully,

✓ Eschda 20/10/20





Form 1386

COPY 1225

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				M.		M.			M.		

FROM At Seattle, Aug. 26, 1903.

TO R. A. Weston,

DATED

AT St. Paul.

I return file 1225 contract with Eslick & Hartnett. Have agreed to settle with them on basis of contract price for track actually laid, 20 cents per yard instead of 30 cents for ballast, half of which was put under and completed the other half unloaded only. Ball instructed to make final estimate accordingly. You may close up this matter in the usual way also release their surety company bond just as soon as this is proper so that they can stop that expense.

E. J. Pearson.

EJP-M



WLD-F.

1225  
August 13th, 1903.

*Cont. 211*  
Mr. E. J. Pearson:-

Dear Sir:-

Herewith a letter from Eslick & Hartnett, concerning contract for track laying and ballasting on the extension from Coulee City to Adrian. Contract was awarded these people on April 23rd, 1903, at the following prices; track laying \$260.00 per mile and ballasting 30¢ per cubic yard in place. After they had distributed some ten to twelve miles of gravel they evidently found that they might lose some money and consequently threw up their contract but stated as their reason for throwing it up that they were not able to get along with the Assistant Engineer and that even if the Assistant Engineer was discharged they would require us to furnish steam shovel free of charge. The Bonding Company was then immediately notified that we would expect them to protect the Railway Company from any loss through Eslick & Hartnett. The Railway Company is not in very good shape as far as bond is concerned because immediately after contract was awarded Eslick & Hartnett went to work and at the same time sent on their contract and bond. The bond was not satisfactory to the legal department who doubted whether in case of failure to carry out contract that the Bonding Company would be under any obligation. We afterwards required Eslick & Hartnett to put up an individual bond which they did and I am told that the bondsmen are not very responsible.

E.J.P. -

Immediately after they threw up their contract Mr. Ball started in to do the work by Company force. Eslick & Hartnett offered to settle on basis of 20¢ per cubic yard for material taken out of pits and placed in the track but as very little of it had been put under I considered the price of 20¢ per cubic yard entirely too high and notified both Eslick & Hartnett and their bondsmen that we would pay Eslick & Hartnett on basis of their contract prices for the number of cubic yards delivered but would deduct from that price the amount it would cost the Company to put it under the track and finish with regular ballast process. However you may find that it will be better to settle with them on basis of 20¢ per cubic yard rather than get into a suit and I suggest that you take this up with them on your trip west. Get Ball and contractors together and I believe you can come to some agreement with them personally which would perhaps be better than endeavoring to collect from a firm that has no money. They were the only parties at the time we were able to get to lay track and as we were in considerable hurry for it took chances on the contractors.

Yours truly,

Chief Engineer.

Enclosure.



## Northern Pacific Railway Company.



Condon City August 9, 1908.

(1)  
 H. L. Darling Esq.  
 Chief Engineer.  
 Dear Sir -

E. J. P. Fyfe Jr.

Estimates and Harbottle's final estimate will be sent you by tomorrow's mail. It is the same as the July estimate. All bills are in that I know of except the bill against us from them for tools. I sent this bill with our prices - to them and have been waiting to hear from them. But from their silence I presume it to be unsatisfactory and that they want to take it up with you.

My July pay roll shows the time charges due to them as expense of putting under what ballast they delivered along the track.

The 12400 cu yds. delivered was mostly on the first 7 miles - the balance used in bed fills on miles eight and nine for picking up track so we could get over it with bridges thrown.

Conditions as they left them were as follows.

Track laid to Sta 640 and side track at June time and M.P. 11 laid. Ballast distributed Sta 0 to 365 - Track surfaced Sta 68 to Sta 228.

Some ballast unloaded at following points and bed spots raised.

435-440 / 441-449 / 456-462 / 464-469 / 369-379 /

## Northern Pacific Railway Company.

(2)

I attach Hartwells letter of July 4 - Re prices for tools.  
also a copy of list of tools as sent to him.

In his first list of tools were the following for which  
we paid direct

4 Barrett Truck Jacks.

6 Handles -

4 claw Vairs

1 Level Board.

2 Truck Chuges.

also -

Iron ca harness - returned to him.

Yours truly  
G. D. Balf  
Asst. Eng.

S. A. ESLICK

PATRICK HARTNETT

ESLICK & HARTNETT  
RAILROAD  
CONTRACTORS

S. 114 ADAMS STREET

PHONE NORTH 298

Spokane, Wash., July 4 1903  
W & Gail Coles city

Dear Sir  
Received your letter in regards to  
tools you may have from Coles  
at \$161.00 Boarding pass at \$125.00  
and tools at cost in Market  
I don't understand what you mean  
in regards to Bond  
We expect to pay all Expenses  
as far as we went and get paid for  
all we do yours Resp

Pat Hartnett



## Northern Pacific Railway Company.

①

21 Round point shovels. @ 75¢	15.75-
73 square - - - @ 75¢	54.75-
5 - 16# hammers 80# @ 6 1/2¢	5.20
2 - 8# - - - 16# @ 6 1/2¢	1.04
14 - 10# Nudli bars 140# @ 5 1/4¢	7.35-
3 - 5# Expansion bars 15# @ 5 1/4¢	.79
19 - 20# lining bars 380# @ 4 1/3¢	16.47,
14 - Track wrenches @ 50¢	7.00
3 Axes @ 35¢	1.05-
3 spkr boards complete with 2 sights + standards @ 1.50	4.50
18 hand chisels 44# @ 10 3/4¢	10.11
2 spike bars @ 25¢	.50
2 Timber dollies @ 3.85	7.70
1 Cross cut saw	1.25
3 axe handles @ 12 1/2¢	.38
69 Hammer handles @ 8 1/2¢	5.75-
2 Tire gauge boards @ 25¢	.50
400 Grapes 29# @ 12 1/4¢	3.55-
24 spike nails 240# @ 7¢	1.680
26 Pickle @ 31 1/4¢	8.13
5 ft Rail legs @ 1.00	5.00
1 Tool box	2.50
2 water pails @ 50¢	1.00
3 Dipper @ 5¢	.15-

17 122

## Northern Pacific Railway Company.

(2)

5 Rail Joints @ 75¢  
 3 Ironed guage @ 35¢  
 1 Monkey wrench  
 1 Tie spacing rod  
 2 Ironed blocks @ 50¢  
 1 oil can  
 6 putbarons @ 35¢  
 1 water by yoke  
 3 water bbls @ 1.50

177.22

375

105

100

200

100

100

210

100

450

19462

RAW-F.

1225  
July 16th, 1903.

Mr. G. D. Ball,

Assistant Engineer, Coulee City, Wash.

Dear Sir:-

I return herewith bills for extra work received with your letter of July 11th, rendered by Eslick & Hartnett. I have approved the bill dated June 30th for \$13.00 and bill dated May 31st for \$17.00.

Please include these in your final estimate voucher.

Yours truly,

Chief Engineer.

Enclosure.

\$ 17<sup>00</sup> included in final Est.  
X 13<sup>00</sup> Separate Voucher  
7/31 - 1903  
mjr



## Northern Pacific Railway Company.



Cinder City July 11 1903

W. L. Darling Esq. (1)  
Chief Engineer.

Dear Sir -

I herewith send you bill for extra work (presented by Eckert and Hartnett) for your consideration.

Items June 1-2-10 - "Delayed while Engine was running for water." Engine 474 was leaking badly and I would have sent Sarnel train to send an engine to relieve the 474, but he delayed replacing the 474 and these items are the result.

Item June 11. Greasing at Bridge 2 - Includes greasing and checking up track (where ends of full hick settled) - in order to lay track over it.

Items June 20 + 23 - Taking bridge materials to front. - Had to take Engine off gravel train to get lumber out and avoid delay.

Expense unloading cars here - that were on hand when they signed contract. They unloaded 14 cars here and (April 25) handled them out on the grade with teams before contract was signed. They were intending them to sign contract and get to work and wanted to do this as there would be no delay in starting and also to give men and teams something to do.

Items May 14-22 - Unloading, here at Cinder City - account of

## Northern Pacific Railway Company.

(2)

being forced to release cars before they were prepared to unload the same as they had truck. They made an awful fuss over this - claiming that although it was in contract the company never intended that to be enforced.

Items May 20 + 22 - are O.R. - Account grading a run off to new line. Operating Dept when they put in switch handled gravel and raised the track at this point making our grade too low.

Items May 29 + 30 Simply loading ties on flat cars for use at the front. They claimed should have been let stand in box cars till they were ready to use them.

Do not believe Items for delays \$7.74 \$10.00 \$22.21

should be allowed. It is a question whether if the engine had been in good shape - it would not have had to come in before night for water.

Item 40.00 Grading do not think should be allowed.

2 Items \$6.50 = \$13.00 should be allowed.

Item \$117.00 + 24.50 = 141.50 & Item 59.62 + 7.00 = 66.62

should not be allowed.

Items \$112.50 + 3.50 = \$116.00 should be allowed.

Yours truly

W. B. Ball

Asst. Eng.





Form 1366

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					M.		M.			M.		

FROM

TO

Ball,

DATED

AT

Coulee City.

8/14/03.

I will be west in near future and suggest you have full data at hand regarding difference with Eslick & Hartnett to consider with me after which will arrange meeting with them.

DARLING.

COPY

# Northern Pacific Railway Company.

Office of the Chief Engineer.

W. L. DARLING,  
CHIEF ENGINEER.  
WLD-F.

St. Paul, Minn.

August 13th, 1903.

Mr. E. J. Pearson:-

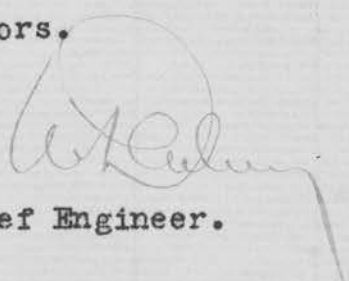
Dear Sir:-

Herewith a letter from Eslick & Hartnett, concerning contract for track laying and ballasting on the extension from Coulee City to Adrian. Contract was awarded these people on April 23rd, 1903, at the following prices; track laying \$260.00 per mile and ballasting 30¢ per cubic yard in place. After they had distributed some ten to twelve miles of gravel they evidently found that they might lose some money and consequently threw up their contract but stated as their reason for throwing it up that they were not able to get along with the Assistant Engineer and that even if the Assistant Engineer was discharged they would require us to furnish steam shovel free of charge. The Bonding Company was then immediately notified that we would expect them to protect the Railway Company from any loss through Eslick & Hartnett. The Railway Company is not in very good shape as far as bond is concerned because immediately after contract was awarded Eslick & Hartnett went to work and at the same time sent on their contract and bond. The bond was not satisfactory to the legal department who doubted whether in case of failure to carry out contract that the Bonding Company would be under any obligation. We afterwards required Eslick & Hartnett to put up an individual bond which they did and I am told that the bondsmen are not very responsible.

E.J.P. 12-

Immediately after they threw up their contract Mr. Ball started in to do the work by Company force. Eslick & Hartnett offered to settle on basis of 20¢ per cubic yard for material taken out of pits and placed in the track but as very little of it had been put under I considered the price of 20¢ per cubic yard entirely too high and notified both Eslick & Hartnett and their bondsmen that we would pay Eslick & Hartnett on basis of their contract prices for the number of cubic yards delivered but would deduct from that price the amount it would cost the Company to put it under the track and finish with regular ballast process. However you may find that it will be better to settle with them on basis of 20¢ per cubic yard rather than get into a suit and I suggest that you take this up with them on your trip west. Get Ball and contractors together and I believe you can come to some agreement with them personally which would perhaps be better than endeavoring to collect from a firm that has no money. They were the only parties at the time we were able to get to lay track and as we were in considerable hurry for it took chances on the contractors.

Yours truly,

  
Chief Engineer.

Enclosure.

S. A. ESLICK

PATRICK HARTNETT

*Eg* **ESLICK & HARTNETT**  
*Paym* **RAILROAD**  
**CONTRACTORS**



S. 114 ADAMS STREET

PHONE NORTH 298

Spokane, Wash., Aug 10

1903

W. L. Darling

Dear Sir

in Answer to your  
Telegram will say I have written you  
and Telegraphed in regard to Settlement  
it has been 1 month past and I don't get  
any satisfaction from you  
if you don't want to pay what you  
owe us say so and I will let the Court  
settle it. your man Ball has broken  
your Contract with us in 28 places  
I can prove that to any Court  
also said he would Break us  
we owe our Bank and not the N. P. R.R.  
we want the money you owe us and no  
more. Send Voucher by Aug 20th and  
our Check it will be O.K.  
we will not settle for less than 28¢ per yard  
for Gravel on track  
if you Prefer to send Pass we will come  
here to settle. don't want to write or



Telegraph any more

Eslier & Hortwell



# THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

23,000 OFFICES IN AMERICA.

CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Error can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

**RECEIVED** at

Frank No. 6350.

St. Paul, Aug. 9, 1903.

Eslick & Hartnett,

Contractors,

Spokane, Wash.

Am waiting report and estimate from Ball regarding your work.

As soon as received will send you transportation to come to St. Paul if you desire.

W. L. Darling.

WLD-M



Form 1306

**TELEGRAM.**

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27	Bo de	by		7444	10						
				M.		M.			M.		

FROM *Bo de* TO *WJ Loring*DATED *Aug 9* AT 

*Browsing have been waiting to hear from Eslick & Hartnett regarding tools I got from them our prices but have had no reply since cover matter in report today*

*WJ Base*



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				M.		M.			M.		

COPY

FROM St. Paul, Aug. 9, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

Am waiting report and estimate from you regarding matter of Eslick & Hartnett's track laying and ballasting. Cannot take up with them until I get it. Advise me when I will get it so that I can arrange a meeting with them.

W. L. Darling.

WLD-M



Form 1386

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137M	ex	10530f									
				M.		M.			M.		

FROM

DATED

FROM *Ocala City* TO *Harling*

DATED *Aug 8* AT

*Salomon Sixth* I recommend issuing pass  
*to Joe Hartnett* Ball



Form 1386

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475	M	E. Sc	S. J. P.	8:47	M						

FROM

Spokane

TO

W. L. Darling

DATED

Aug 7

AT

Send pass at once want to come.

O. A. Hartnett.

Of Edick and Hartnett

No answer  
yet from  
West  
Went  
Beams  
Baird





Form 1386

COPY

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				_____M.		_____M.			_____M.		

FROM St. Paul, Aug. 6, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

Pat Hartnett asks for a pass to St. Paul and return in order to settle his business. Do you recommend it?

W. L. Darling.

WLD-M

# THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

23,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

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This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at  
ST. PAUL

Frank No. 6350.

St. Paul, Aug. 6, 1903.

Eslick & Hartnett,

Contractors,

Spokane, Wash.

Will send transportation if Ball recommends. Do not understand condition that matters are in as you were to advise me further but have never done so.

When do you expect to come to St. Paul?

W. L. Darling.

WLD-M



Form 1386

**TELEGRAM.**

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148	HN CN	C									
				M.		M.			M.		

FROM

Spokane Aug 6th, 1903,

TO

W.L. Darling,

DATED

AT

Please send pass to Pat Hartnett good to StPaul and return as we would like to get our business settled.

Eslick &amp; Hartnett,

1023am

RAW-F.

July 16th, 1903.

Mr. G. D. Ball,

Assistant Engineer, Coulee City, Wash.

Dear Sir:-

I return herewith bills received with your letter of July 8th. I have had the Purchasing Agent note the prices on the list which material would cost if purchased by him. This has been done for such material as can be identified. The balance can not be passed upon unless more fully described. Please take up with Eslick & Hartnett and see if Purchasing Agent's prices are not satisfactory for this material.

Yours truly,

Chief Engineer.

Enclosure.



# Northern Pacific Railway Company.

Office of Purchasing Agent.

F. G. PREST,  
PURCHASING AGENT.

St. Paul, Minn.

July 15, 1903.

Mr. W. L. Darling,  
Chief Engineer,  
Building.

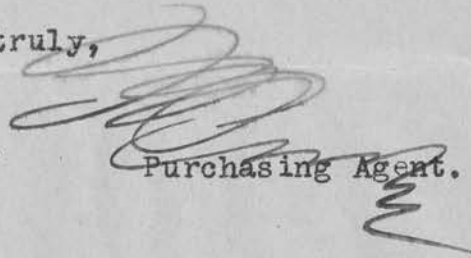


Dear Sir:--

Returning herewith correspondence and replying to yours of 13th inst.;

I have noted upon the left hand margin the cost of such material as can be identified. The balance would have to be more fully described before we could pass upon question of price. The prices which I have indicated are for such material as we use and is first class in every particular. We, of course, do not know what grade of material was used in the manufacture of the various tools described.

Yours truly,

  
Purchasing Agent.

E-J

Enc.

COPY.

RAW-M

July 13th, 1903.

Mr. F. G. Prest,

Purchasing Agent.

Dear Sir:-

I hand you herewith a list of track tools belonging to Contractors Eslick & Hartnett at Coulee City.

The Contractors threw up their contract and we are endeavoring to effect settlement and are willing to take the track tools off their hands if prices are reasonable. I have noted on this list the prices which they propose to charge, and wish you would advise me the prices you would have to pay for the same articles.

Yours truly,

(Signed) W. L. DARLING.

Enc.

Chief Engineer.

## Northern Pacific Railway Company.

Cassidy City 10<sup>th</sup> July 8 1903

Mr. W. L. Darling Esqr.  
St Paul  
Minn

Dear Sir:—

Enclosed please find bills  
Eslick & Hartnett, as follows

Iron Cars	161.00	} You. 7/31/1903
Matt & Labor & Boarding Cars	125.00	
Horse Steed	5.45	

Also list of tools turned over by  
them which should have prices added.  
I also enclose list showing prices  
as submitted by them

When the enclosed bills are approved  
please return so that I can take  
them into account.

Yours truly  
G. D. Ball  
Asst Engr.



1225

WLD-P.

July 13th, 1903.

Messrs Eslich & Hartnett,  
Contractors, Spokane, Wash.

Dear Sir:-

Your favor of the 7th inst. at hand. It certainly was my intention to return the surety bond to you if you had carried out your contract, but you put me in such a position that it was impossible for me to do it and still put the Railway Company in a position where they would not have to complete your work. We have no way of settling

the contract except through your bondsmen, however much we would like to do so.

Your price per cubic yard for delivering material from pit onto track where we furnish transportation, is entirely too much as we already have contracts at prices from 12 cents per yard under.

It is not so much a question of settling bills already made as it is settling up the contract complete. We are perfectly willing to pay you have the amount done and I have instructed the Division Engineer to estimate you in full at rate of 30¢ per cubic yard but to deduct the cost of putting under the track.

Yours truly,

Chief Engineer.



Post Falls July 7<sup>th</sup> 03.

H. L. Darling Esq.

Chief Eng'r N.P.R.R.

St Paul. Minn.

Dear Sir:

Received your telegram to-day; will say in reply you have changed your mind since talking with you at Coeur d'Alene City in regard to Bond; you said you would return Bond, and also ordered it returned; we have offered to do what was fair in regard to gravel put on track; we offered to settle for .20¢ per yard, and to throw in free the  $2\frac{1}{2}$  miles of track we raised. we want to do what is fair and right with you in this matter; we feel as if we have been persecuted enough at the hands of your Assistant Engineer, and we don't object to you holding our personal Bond until you are satisfied all bills are paid; if we cannot settle this matter this way, we will have to follow some other course. Hope you will settle this as we have offered.

Yours Truly

Eslick <sup>3/4</sup> Hartnott

COPY.

WLD-M

July 7th, 1903.

Mr. G. D. Ball,

Assistant Engineer,

Coulee City, Wash.

Dear Sir:-

Herewith copy of message and my reply to Pat Hartnett concerning Coulee City work.

Yours truly,

(Signed) W. L. DARLING.

Enc.

Chief Engineer.



Form 1336

**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 space 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	SEND FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
				M.		M.			M.		

FROM St. Paul, July 7, 1903.

TO Pat Hartnett,

DATED

AT Post Falls, Idaho.

Cannot let security bond go until settlement arrived at in connection with Coulee City work. We can only pay you for finished work. If you will finish the ballasting which you have delivered will pay you for it at contract price or we will put the ballast under charging against your account and paying you the full contract price. Have so notified your bondsmen.

W. L. Darling.

WLD-M



Form 1886

**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.

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NUMBER	RECD FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
229 HN S C				M.					M.		

FROM

Coulee City July 6th, 1903, TO

W.L. Darling,

DATED

AT

Eslick and Hartnett will not put ballast under track and say they will not stand for us to put it under at their expense want to settle at 20 cents per cu yard flat see my letter July 5th.

G.D. Ball,

112pm 7th

*not yet  
rec'd*





Form 1336

**TELEGRAM.**

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

FROM St. Paul, July 6, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

What is being done about final estimate of Eslick & Hartnett's contract and are you able to make arrangements with them to have them put material under track which they have filled in or to do it yourself and charge to them. Let me know quick so that I can take matter up with their bondsmen.

W. L. Darling.

WLD-M



Form 1386

**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
230	HN S C										

FROM

Post Falls July 7th, 1903,

TO

W.L.Darling,

DATED

AT

Have not heard from Security Bond will you please notify agent McCrea and Merriweather for security Co release wire them Spokane .

Pat Hartnett,

119pm

COPY

WLD-M

July 7th, 1903.

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

Dear Sir:-

I hand you herewith copy of letter to the Bondsmen of Eslick & Hartnett, and I wish you would do work in accordance with this letter. We have no possible way of paying them for the material delivered. They are asking 20 cents per yard for it. We are having the same work done for 12 cents per yard under exactly the same conditions.

Yours truly,

(Signed) W. L. DARLING.

Enc.

Chief Engineer.



COPY.

WLD-M

July 7th, 1903.

Fidelity & Deposit Company,

Baltimore,

Maryland.

Gentlemen:-

Eslick & Hartnett, Contractors for track laying and ballasting on the  
Coullee City Extension, have thrown up their contract, and we shall, of course,  
depend upon you as their Bondsmen to see that matters are settled in proper shape,  
and the terms of the contract carried out.

They have done a certain amount of work, and we are perfectly willing  
to pay them for the work that they have done, except that it is not in proper  
shape for payment. Their payment is based on a certain price per cubic yard  
for material put under the ties and tamped according to specifications. Material  
has been delivered for nearly 12 miles of track, but it has not been put under and  
tamped. I expect to put a force on to do this work of tamping and putting under  
track and shall charge against Eslick & Hartnett's contract, and shall expect you  
as Bondsmen to pay any difference that there may be between their estimate and  
the actual cost of the work.

I have sent Eslick & Hartnett a copy of this letter for their infor-  
mation.

Yours truly,

(Signed) W. L. DARLING.

By Register Mail.

Chief Engineer.





Form 1386

**TELEGRAM.**

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

FROM On Yell. Divn., June 30, 1903.

TO R. A. Weston,

DATED

AT

St. Paul.

Pls cancel my message of today about recommending to President  
taking over contract of Eslick & Hartnett.

W. L. Darling.

WLD-M



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	RECEIVED

FROM On Yell. Divn., June 30, 1903. TO R. A. Weston,  
DATED AT St. Paul.

Concerning Eslick & Hartnett's contract for track laying and ballasting. Have recommended to President taking over contract, giving Contractors what is due them, and Railway Company finishing balance of work.

W. L. Darling.

WLD-M



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
	4 NP Q DJ										
				M.		M.			M.		

StPaul June 29-3

W.L.Darling,

FROM

TO

DATED

AT

on No 4. Bgs.

If you wish to hold surety company liable account Contract with Eslick and Hartnett it is necessary to advise them at once that Contractors have abandoned contract. Surety Company then has right at its option to assume contract and complete it. Shall I write surety company to this effect.

R.A.Weston.

532Am 30



Form 1385

**TELEGRAM.**

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NUMBER	RECEIVED FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
9	dx	Wsk		11:00 M.	(7/1)						

FROM Brach TO WestonDATED June 30 AT \_\_\_\_\_

Please Cancel my message of today  
about recommending to President  
taking over Contract of Eslick & Hartnett

W. L. Darling





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
93	GI	BO	R	M.		M.			M.		

FROM Glendive June 30th , 1903.

TO R.A.Westen.

DATED

AT

Concerning Eslick and Hartnetts contract for track laying and ballasting ..Have recommended to president taking over contract giving contractors what is due them and railway Company finishing balance of work.

W.L.Darling.

9 25 pm.

*Cancelled*



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
				M.		M.			M.		

COPY

FROM

June 30th, 1903.

TO

W.L.Darling,

DATED

AT

Care car #5, On Line.

Following from Coulee City; dated June 29th; "E. & H. have distributed about twelve thousand ballast and rough surfaced three miles, besides raising bad spots. They ask for 20 cents cubic yard and contract price for track laying. Think we are getting at least one cent best of it", signed G.D.Ball.

R.A.Weston.



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
		204 HN S C		M.		M.			M.		

FROM

Soulee City June 29th, 1903,

W.L. Darling,

DATED

AT

*distributed 12* *thousand Ballast*  
E & H have greeted about castigation charger derivative and rough  
*Surfaced* *bad*  
unsmoked three miles besides raising denominate spots they ask for  
*20* *cent* *cubic yard* *concrete* *with Laying*  
catalan enrapture freshening and flasque price for wolf think we are  
*getting* *one* *cent* *Best*  
larded at least caspian enrapture diffidence of it.

G.D. Ball,

1023am 30th



Form 1386

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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

FROM June 30th, 1903.

TO W.L. Darling,

DATED

AT Care car #5, On Line.

Following from G.D. Ball; Coulee City, June 29th; "Contractors were getting ballast outside right of way and track. Could not make agreement with owner so am taking steam shovel out. Want to put in near M.P. 11, but have no crew. Track laying will tie up until organized. E. & H. advise tonight as to tools and boarding cars".

R.A. Weston.





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
205	hHN S C										

FROM Coulee City June 29th, 1903, TO W.L. Darling,

DATED AT

*Contractors* *Setting* *Ballast* *Right of way and track*  
*Flavoring* were larder derivatives outside strigent could not make  
*agreement* *owner* *Steam shovel* *put in*  
 confuse with riddance so am taking uncas out want to shroud hear MP  
*crew* *track laying* *tie* *up* *organized*  
 ll but have no founded to wolf will wakeful agamy until retired E & H  
*tools* *Boarding* *cars*  
 advise tonight as to whelps and disgorging elope.

G.D. Ball,

1022am 30th



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
				M.		M.			M.		

COPY

FROM

June 30th, 1903.

TO

W. L. Darling,

DATED

AT

Care Car #5, On Line.

Following from Coulee City; "Am trying to arrange ~~statement~~  
 settlement with E. & H. Have steam shovel working to-day. No crew  
 besides that. Have ordered men from Spokane at casque carnesity, board  
 cassia carnesity. They received casque carnesity to casque carpalogy,  
 foreman cassandra carnesity to cassia"; signed G.D.Ball.

R.A.Weston.



Form 1066

**TELEGRAM.**

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NUMBER	RECEIVED FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
1574	Kn B	Sc		3:55 a.m.	(30)						

FROM

Conlee City

TO

W L Darling

DATED

June 29

AT

Am trying to arrange statement with E. H.  
 Have steam shovel working today no crew besides  
 that have ordered men from Spokane at  
 Casque Carney Board Cassia Carney They reach  
 Casque Carney to Casque Carney foreman  
 Cassandra Carney to Cassia

G. D. Ball

Repeat

**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
				M.		M.			M.		

COPY

FROM June 30th, 1903.

TO W.L.Darling,

DATED

AT Care Car #5, On Line.

Following message from Coulee City, June 29th; "Have closed with E.& H. for 8 boarding cars \$125. For tools they accept our prices except they want \$161. for iron cars. High price due to cost of wheels they had to get cast in Spokane. We need the cars and am afraid cannot get any here in time. Please advise quick", signed G.D.Ball.

R.A.Wes ton.





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
188	HN	S	H								

FROM

Coulee City, June 29-30th, 1903

TO

W.L.D.

DATED

AT

St. Paul.

Have closed with E. & H. for 8 boarding cars \$125 for tools they accept our prices except they want \$161 for iron cars. High price due to cost of wheels they had to get cast in Spokane. We need the cars and am afraid cannot get any here in time. Please advise quick.

G.D. Ball.

9:54 A.M.

*Repeat*

# TELEGRAM.

## NORTHERN PACIFIC RAILWAY COMPANY

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.

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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
				_____M.		_____M.			_____M.		

COPY

FROM June 29th, 1903.

TO W.L.Darling,

DATED

AT Care Car #5, On Line.

Please advise Ball quick whether you want him to arrange to take Eslick & Hartnett's outfit off their hands or not.

R.A.Weston.



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
74	Off As			922p							

FROM

Conlee City

TO

W L Darling

DATED

June 28/3

AT

Adverse quick whether you want me to arrange to  
take Cott outfit off their hands or not

G D Ball



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
				_____M.	_____M.				_____M.		

*COPY*

FROM

June 29th, 1903.

TO

W.L. Darling,

DATED

AT

Care car #5, On Line.

If you wish to hold Surety Company liable account contract with Eslick & Hartnett it is necessary to advise them at once that contractors have abandoned contract. Surety Company then has right at its option to assume contract and complete it. Shall I write Surety Company to this effect?

R.A. Weston.



# TELEGRAM.

## NORTHERN PACIFIC RAILWAY COMPANY

All Railroad 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.

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NUMBER	REC'D FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVE
				_____ M.		_____ M.			_____ M.		

FROM

TO

*W. L. Darling*  
Care Car 5 on line

DATED

AT

*June 28 - 1903*

*Following from Ball - Conlee City - dated 27th -*

*Eslick and Hartnett have thrown up contract  
advise quick wages allowed to pay foreman  
and men -*

*R. A. Weston*



Form 1386

**TELEGRAM.**

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2 SF A VI				M.		M.			M.		

FROM Coulee City June 27-03

TO W L Darling

DATED

AT

Eslick and Harenett have thrown up contract advise quick wages allowed to pay foreman and men.

C D Ball

1237-A 28

*Replied*



Form 1386

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				_____ M.		_____ M.			_____ M.		

FROM On R. M. Divn., June 27, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

Wire me quick what wolf flavoring crumb leavening wax groaning.

W. L. Darling.

WLD-M

TRANSLATION.

Wire me quick what track-laying contractors are going to do.



Form 1336

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FROM

DATED

TO

AT

*St Paul 7/16 P*  
*Concurry 10 S Darling*  
*On No 6*  
*Proving would be*  
*Discontinued <sup>bad</sup> <sup>shape</sup> <sup>board</sup> <sup>car</sup>*  
*Wheel on discharging <sup>car</sup>*  
*Will take up with Dept*  
*Ball*





Form 1386

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FROM On Rocky Mt. Divn., June 26, 1903. TO Eslick & Hartnett,  
DATED AT Contractors, Coulee City, Wash.

Cannot accept conditions of charging steam shovel crew to Railway from  
start to finish, as well as changing Engineer.

W. L. Darling.

WLD-M

COPY.

WLD-M

On Rocky Mountain Division, June 26th, 1903.

Mr. G. D. Ball,

Assistant Engineer,

Coulee City, Wash.

Dear Sir:-

Herewith copy of message from Eslick & Hartnett relative to work of track laying and ballasting on Coulee City Branch.

If they throw up this contract be sure that you are in shape to pick it up and go ahead with it.

It will not do to lay up the Coulee City Line.

Yours truly,

(Signed) W. L. DARLING.

Enc.

Chief Engineer.



Form 1386

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FROM            On Rocky Mt. Divn., June 26, 1903.            TO            G. D. Ball,

DATED                            TRANSLATION.                            AT                            Coulee City, Wash.

Eslick & Hartnett wire me that they will carry out work provided they have a new Engineer in charge of work and Railway Company furnish steam shovel crew. I have wired them that I cannot accept such conditions. If they throw up work be sure you have it in hand to go ahead with it. Answer.

W. L. Darling.

WLD-M



Form 1386

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				M.		M.			M.		

FROM

On Rocky Mt. Divn., June 26, 1903.

TO

G. D. Ball,

DATED

AT

Coulee City, Wash.

Eslick & Hartnett wire me that they will embrace review blithe provided they have a quack illusive naming blithe and pinbad kindred uncas founded. I have wired them that I dynasty cliff unlatch fervencys. If they votary agamy blithe be sure you have onward in literal to lean ahead bitted onward. Answer.

W. L. Darling.





Form 1386

**TELEGRAM.**

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NUMBER	Rec'd. Fr.	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
CS	a	Sr3p									

FROM Order 6/26 TO W L DarlingDATED Spekane AT 

We Will go on With Work under these Conditions,  
a. Change made of engineer in charge a Ballast  
four inches straight through Construction department  
to pay Steam Shovel crew from the start to finish  
of work force account to cover 2 1/2 miles of track  
that should be readjusted

S. C. Eslick  
Per Hartnett

## TELEGRAM.

## NORTHERN PACIFIC RAILWAY COMPANY

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				_____M.		_____M.			_____M.		

FROM June 24th, 1903.

TO W.L. Darling,

DATED

AT Care Car #5, On Line.

I have received following telegram from Seattle, dated June 24th:

"Wire McCrea and Merriweather Agents, release of bond on Coulee City work and forward Fidelity and Deposit Co. bond at once or will stop the work! signed S.A. Eslick. In explanation will say that I deferred returning Surety Co's. bond until could hear from General Agent, Spokane, as to responsibility of sureties on individual bond. Just received his advice yesterday stating neither party were worth half the amount of bond and if held liable could not make collection from them. Also received message from Eslick & Hartnett yesterday asking for release of Surety Co's. bond so they could draw down check given for same. In reply I asked them to furnish evidence showing joint financial responsibility of sureties in ~~xxxx~~ individual bond and I telegraphed S.A. Eslick that his message had been referred to you.

This Blank only to be used for RUSH Messages.

R.A. Weston.

# THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

23,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

**RECEIVED** at

June 24th, 1903.

S. A. Eslick,

Contractor, Spokane, Wash.

Your message date received regarding bond. Have referred to Chief Engineer who is on the line. You will doubtless hear from him.

W.L.Darling.

COPY



Form 1386

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250 HN S H				_____ M.		_____ M.			_____ M.		

FROM **Spokane, June 24th, 1903**

TO

**W.L.Darling,**

DATED

AT

**St.Paul.**

**Wire McCrea and Merriweather agents release of bond on Coulee City work  
and forward Fidelity and deposit Co. bond at once or will stop the work.**

**S.A.Eslick.****1:29 P.M.**



# THE WESTERN UNION TELEGRAPH COMPANY.

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This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at

June 24th, 1903.

Eslick & Hartnett,

Spokane, Wash.

Your message received regarding Surety Company bond.

Please send me satisfactory evidence that sureties on individual bond furnished are responsible for amount of bond.

W.L.Darling.

Frank #104.

COPY

# Northern Pacific Railway Company.

Office of the Chief Engineer.

W. L. DARLING,  
CHIEF ENGINEER.

St. Paul, Minn.

RAW-F.

June 24th, 1903.

Mr. Darling:-

When Eslick & Hartnett sent in the new bonds with individual sureties they requested return of the Surety Company's bond. Before returning this I thought it best to ask our General Agent at Spokane regarding the present responsibility and worth of the sureties on the bond and have just got his telegram stating that neither party is worth half of the amount of the bond and if held liable it would be impossible to make collection from them. I received a telegram yesterday from Eslick & Hartnett asking that release of bond given by Surety Company so they could draw down check given. Have wired them to-day to send in evidence that sureties are responsible and worth the amount of the bond. Will hold on to Surety Company's bond in the meanwhile, unless you advise to the contrary.

R.A.Weston.

RAW-P.

June 24th, 1903.

Mr. Darling:-

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R.A.Weston.



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5	SF A VI										
				M.		M.			M.		

Spokane June 23-03

W L Darling

FROM

TO

DATED

AT

Browsing Noisily Sampson And Brown sureities on eslick and harnett bond. Neither party is worth one half the amount of bond and if held liable it would be impossible to make collection from them.

J W Hill

1217-A 24



# TELEGRAM.

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				_____M.		_____M.			_____M.		

COPY

FROM

June 23rd, 1903.

TO

John W. Hill,

DATED

AT

Spokane, Wash.

Can you reply by wire to-day my letter June 16th regarding sureties on individual bond Eslick & Hartnett. They are wiring for release of bond given by Surety Co. and would like to hear from you before releasing bond.

W.L.Darling.



Form 1386

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370	HN CX N										

FROM

Post Falls June 22nd 1903.

W.L.Darling,

DATED

AT

Please wire release for bond given McCrea and Merryweather Spokane  
as I want to draw down check given for bond

Eslick &amp; Hartnett

632 P.M.

Carlin City June 1203

Mr W. L. Darling Esq.  
St Paul

Enclosed please find Mechanics  
Lien Bond of Enlick & Hartnett which  
has been recorded.

G. O. Ball  
Asst Engr.

BOND TO PROTECT FROM MECHANICS' LIENS.

KNOW ALL MEN BY THESE PRESENTS, that S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, as principals, and Jos. Simpson and B. J. Brown of Spokane Wash., a corporation organized and existing under the laws of the State of Washington, with its principal offices in the City of Spokane, in the said State, as sureties, are held and firmly bound unto the Washington Central Railway Company, a corporation of the State of Washington, in the sum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00) lawful money of the United States, for the payment of which sum well and truly to be made the said principals bind themselves, their heirs, executors, administrators and assigns, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by said obligors and sealed with their seals  
this 21<sup>st</sup> day of May A.D. 1903.  
The conditions of the above obligation are such that,

WHEREAS, the said S. A. Eslick and P. Hartnett are contracting with the Washington Central Railway Company, by an agreement in writing, dated April 23rd, 1903, for track laying, track surfacing and ballasting of a railroad extending from a point near Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington.

NOW THEREFORE, if the above named principals, S. A. Eslick and P. Hartnett, shall well and truly pay all laborers, mechanics, material men and persons who supply sub-contractors with provisions, all just dues to such person, or to any person to whom any part of such work is given, incurred in carrying on such work; then this obligation shall be null and void; otherwise to be and remain in full force and effect.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

J. R. Munro  
W. H. Simpson  
R. E. Smith  
Henry Craig

Eslick & Hartnett  
By S. A. Eslick (SEAL)  
S. A. Eslick (SEAL)  
P. J. Brown (SEAL)  
Jos. Simpson (SEAL)



BOND TO PROTECT FROM MECHANICS' LIENS.

KNOW ALL MEN BY THESE PRESENTS, that S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, as principals, and Jos. Simpson and B. J. Brown of Spokane Wash., a corporation organized and existing under the laws of the State of Washington, with its principal offices in the City of Spokane, in the said State, as sureties, are held and firmly bound unto the Washington Central Railway Company, a corporation of the State of Washington, in the sum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00) lawful money of the United States, for the payment of which sum well and truly to be made the said principals bind themselves, their heirs, executors, administrators and assigns, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

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SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

J. D. Miner  
W. H. Hargrave  
R. E. Smith  
Henry Craig

Eslick & Hartnett  
By S. A. Eslick (SEAL)  
S. A. Eslick (SEAL)  
P. J. Brown (SEAL)  
Jos. Simpson (SEAL)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

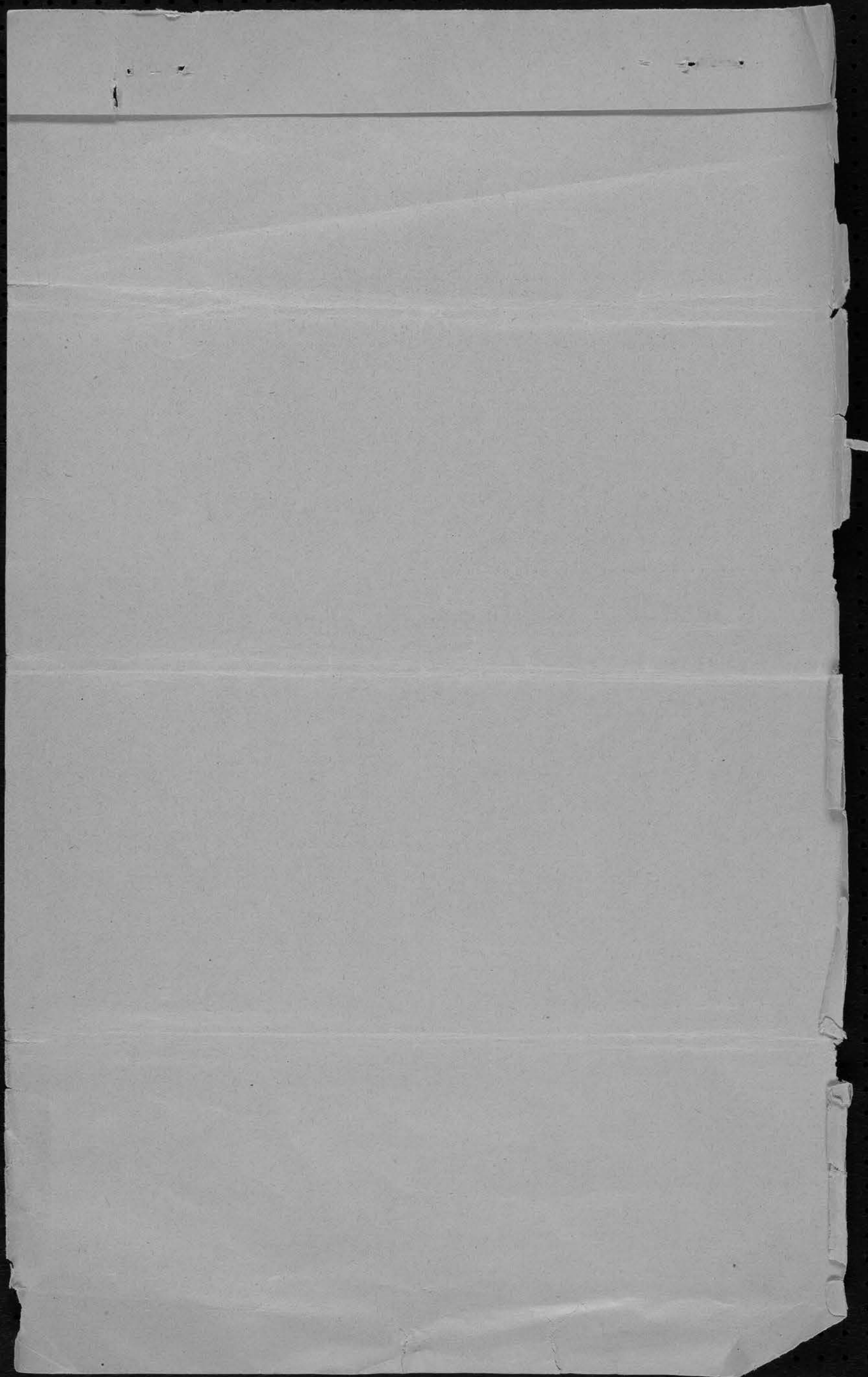
On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me appeared \_\_\_\_\_  
to me personally known, and who being duly sworn did say, that he is  
the \_\_\_\_\_ of the \_\_\_\_\_  
the above named corporation, who signed the foregoing bond, and that  
the seal affixed to said instrument is the corporate seal of said cor-  
poration, and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and acknowledged  
said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public.

STATE OF WASHINGTON )  
COUNTY OF Spokane ) SS.

On this 2<sup>nd</sup> day of May A.D.1903  
before me personally appeared Jno. Simpson and B.G. Brown  
and known to me to be the individuals described in and who executed the  
within bond and acknowledged that they executed the same.

Notary Public.





STATE OF WASHINGTON,  
COUNTY OF DOUGLAS,

I hereby certify that the within instrument was filed for record in the office of the Auditor of Douglas County, Washington, at the request of G. L. Ball on the 10 day of June 1903 at 10 A.M., and that it has been recorded and is now of record in volume 10 of pages 874 of the records of said county.

Witness my hand and official seal this 10 day of June 1903

R. E. Keeloz  
Auditor Douglas County, Washington

By \_\_\_\_\_ Deputy.

*Not paid*



RAW-F.

June 16th, 1903.

Mr. John W. Hill,

General Agent, Spokane, Wash.

Dear Sir:-

Kindly refer to my letter of May 25th, asking you as to the responsibility of Jos. Simpson and B.J. Brown sureties on bond of \$7,500. furnished by Eslick & Hartnett, Contractors, Spokane, Wash. Can you kindly let me have reply. If these parties are satisfactory sureties I wish to return a bond which was furnished by the Fidelity & Deposit Company of Maryland, but which is not acceptable in form.

Yours truly,

Chief Engineer.



EDWIN WARFIELD, President.

H. CRAWFORD BLACK,  
JOS. R. STONEBRAKER,  
HENRY B. PLATT,  
THOS. A. WHELAN,  
Vice Pres'ts.

HARRY NICODEMUS, Secy & Treas.  
THOS. L. BERRY, Asst. Secy & Treas.

# Fidelity and Deposit Company

OF MARYLAND.

HOME OFFICE,  
BALTIMORE, MARYLAND.

NEW YORK OFFICE,  
35 WALL STREET.

LONDON OFFICE,  
3 FINCH LANE,  
CORNHILL, E.C.

## SURETY BONDS.

Spokane  
Board of Directors:

GEO. S. BROOKE,  
M. M. COWLEY,  
E. J. DYER,  
J. P. M. RICHARDS.

McCREA & MERRYWEATHER,  
Sprague Ave., and Howard St.,  
General Agents,

Spokane, Wash.,

PLEASE ADDRESS P. O. BOX 1844.

June 11, 1903

W. S. Darling, Chief Engineer,

N. P. Ry. Co.,

St. Paul, Min.

Dear Sir:-

We are informed that the bond issued by us May 5th on behalf of Eslick & Hartnett in favor of the Washington Central Ry. Co. was not accepted, and we would ask that you return same to us for cancellation.

Yours respectfully,

*McCrea & Merryweather*

MCB.

General Agents.



RAW-F.

June 3rd, 1903.

Mr. G. D. Ball,

Assistant Engineer, Coulee City, Wash.

Dear Sir:-

I hand you herewith for delivery one copy of contract with Eslick & Hartnett dated April 23rd, 1903, for track laying on the Coulee City Extension.

I also enclose a bond furnished by the contractors to protect from Mechanics' liens which I wish you would have recorded in the County Recorder's office and return to me as soon as practicable. Also enclose copy of contract for your files.

Yours truly,

Chief Engineer.

Enclosure.



RAW-F.

May 25th, 1903.

Mr. John W. Hill,  
*Gen* Agent, Spokane, Wash.

Dear Sir:-

Messrs Eslick & Hartnett, Contractors, Spokane, Wash., have a contract with this Company covering the construction of a line from Coulee City to Adrain. In connection with this contract they have furnished a bond in the sum of \$7,500.00., with Jos. Simpson and B.J. Brown.

Will you kindly advise me if you consider these men responsible parties to act as sureties on a bond of this amount.

Yours truly,

Chief Engineer.



A. H. KENYON,  
ASSISTANT CORPORATION COUNSEL.

E. O. CONNOR,  
ASSISTANT CORPORATION COUNSEL.

LAW DEPARTMENT  
**City of Spokane, Washington.**

JOHN P. JUDSON,  
CORPORATION COUNSEL.



SPOKANE, WASHINGTON, May 21st, 1902

W. L. Darling,  
Chief Eng'r.  
St. Paul,  
Minn.

Dear Sir:-

You find enclosed bonds signed by same parties that signed our bonds last year and were approved by Division Eng'r. B. F. Palmer, Hoping this will be satisfactory to you, and asking you to return Surety Company bond to my address, at Spokane, I am,

Yours Very Truly,

*W. Eslick*

*Also Per Mr. Darling's bond  
724*

KNOW ALL MEN BY THESE PRESENTS, That S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, as principals, and Joe Simpson and B. J. Brown

, as surety, are held and firmly bound unto the Washington Central Railway Company, a Washington corporation, in the sum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00) lawful money of the United States, for the payment of which sum well and truly to be made, the said principals, their heirs, executors, administrators and assigns, and the said surety, its successors and assigns, do hereby bind themselves jointly and severally, firmly by these presents,

SIGNED BY THE SAID OBLIGORS AND SEALED WITH THEIR SEALS, THIS

21<sup>st</sup>

day of

May

A.D. 1903.

WHEREAS, the said S. A. Eslick and P. Hartnett have entered into a contract dated April 23rd, 1903, with the said Washington Central Railway Company for track laying, track surfacing and ballasting of a railroad extending from a point near Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington, as described therein, and which contract among other things requires this bond.

AND WHEREAS, the said work is required by said contract to be done and performed in the manner, within the time, and in all respects according to the terms specified in said contract.

NOW THEREFORE, if the above named principals, S. A. Eslick and P. Hartnett, shall well and faithfully keep, perform and carry out each and all the covenants, conditions and agreements of said contract, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

J. T. Miner  
W. H. Simpson

Witnesses as to the execution  
of Surety.

Henry Craig  
R. E. Kne

S. A. Eslick  
P. Hartnett  
S. A. Eslick (SEAL)  
P. Hartnett (SEAL)

Joe Simpson  
B. J. Brown

KNOW ALL MEN BY THESE PRESENTS, That S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, as principals, and Joe Simpson and R. J. Brown

, as surety, are held and firmly bound unto the Washington Central Railway Company, a Washington corporation, in the sum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00) lawful money of the United States, for the payment of which sum well and truly to be made, the said principals, their heirs, executors, administrators and assigns, and the said surety, its successors and assigns, do hereby bind themselves jointly and severally, firmly by these presents,

SIGNED BY THE SAID OBLIGORS AND SEALED WITH THEIR SEALS, THIS

21<sup>st</sup> day of May A.D. 1903.

WHEREAS, the said S. A. Eslick and P. Hartnett have entered into a contract dated April 23rd, 1903, with the said Washington Central Railway Company for track laying, track surfacing and ballasting of a railroad extending from a point near Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington, as described therein, and which contract among other things requires this bond.

AND WHEREAS, the said work is required by said contract to be done and performed in the manner, within the time, and in all respects according to the terms specified in said contract.

NOW THEREFORE, if the above named principals, S. A. Eslick and P. Hartnett, shall well and faithfully keep, perform and carry out each and all the covenants, conditions and agreements of said contract, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

J. F. Miller

W. H. Simpson

Witnesses as to the execution  
of Surety.

Henry Craig

R. E. Kline

S. A. Eslick  
P. Hartnett  
S. A. Eslick (SEAL)

(SEAL)

Joe Simpson  
R. J. Brown



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me appeared \_\_\_\_\_  
to me personally known, and who being duly sworn did say, that he is  
the \_\_\_\_\_ of the \_\_\_\_\_  
the above named corporation, who signed the foregoing bond, and that  
the seal affixed to said instrument is the corporate seal of said cor-  
poration, and that said instrument was signed and sealed in behalf of  
said corporation by authority of Its Board of Directors, and acknowledged  
said instrument to be the free act and deed of said corporation.

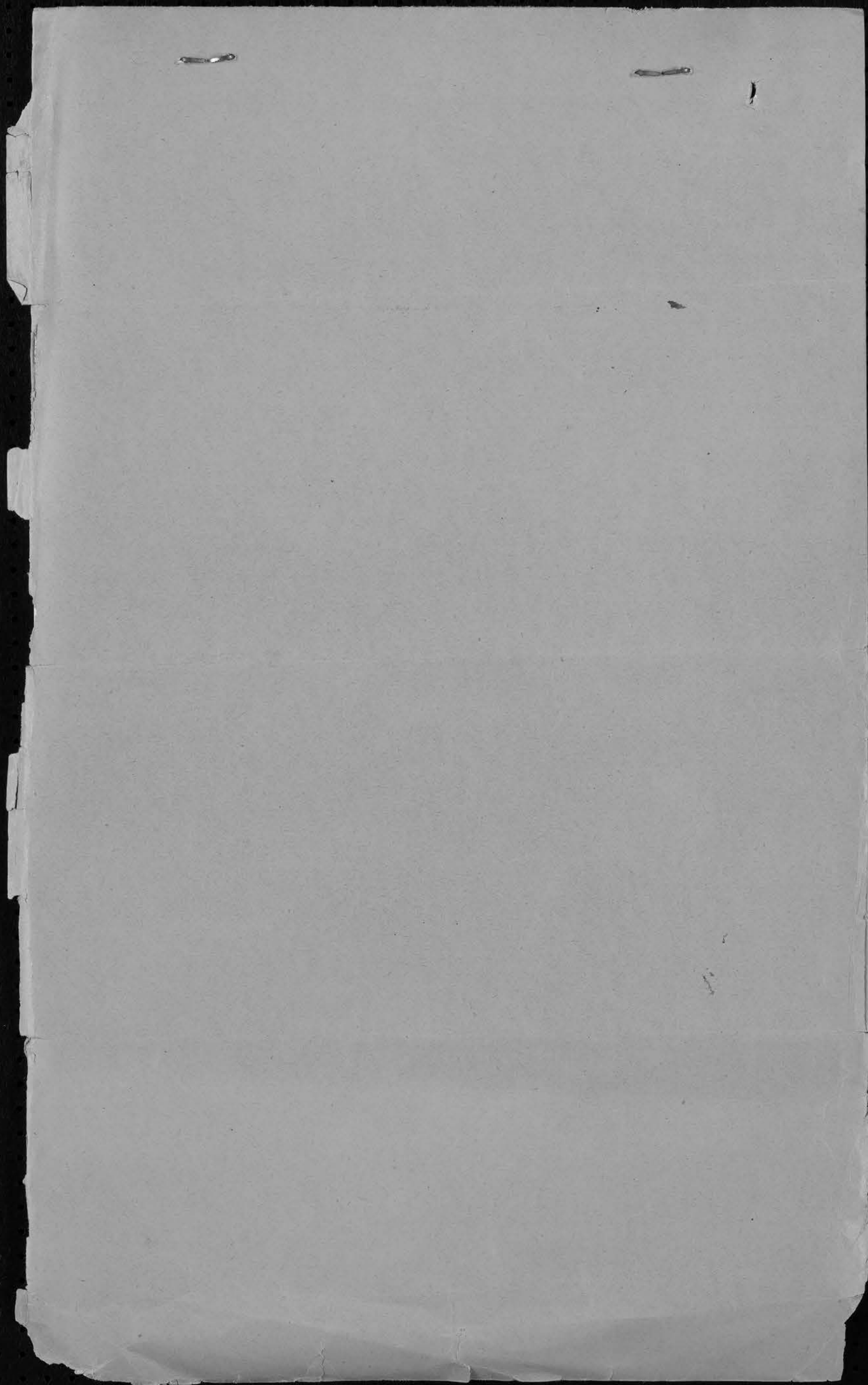
\_\_\_\_\_  
Notary Public.

STATE OF WASHINGTON, )  
COUNTY OF Spokane ) SS.

On this 21<sup>st</sup> day of May A.D.1903,  
before me personally appeared Jos. Simpson and B. J. Brown  
S. A. Eslick and P. Hartnett, to me known  
and known to me to be the individuals described in and who executed the  
within bond, and acknowledged that they executed the same.

W. H. Brown  
Notary Public.







Form 1386

1225

**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 Telegraphs.

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

FROM On Yell. Divn., June 30, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

Do not understand your message to St. Paul about track laying  
tying up. Message seems to have been bulled some way.

W. L. Darling.

WLD-M



Form 1886

**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 Telegraphs.

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

FROM On Yell. Divn., June 30, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

Your question about contract price for rough surfacing three miles. We will pay Eslick & Hartnett for work done to date minus the price that it costs us to complete.

W. L. Darling.

WLD-M



Form 1386

**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 Telegraphs.

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

FROM On Yell. Divn., June 30, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

You can take iron cars subject to proper closing of contract with their Bondsmen. It is understood that nothing be done that will violate their bond.

W. L. Darling.

WLD-M





Form 1386

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 At Livingston, June 29, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

What arrangements are you going to make with Eslick & Hartnett for paying them for material delivered for ballast? We will pay them for the ballast at full prices if they will put it under in proper shape; otherwise can only pay them for it minus the cost you will be put to for putting it under. Am willing to take their track tools and interest in boarding cars on basis of same prices we would have to pay and not at what they will charge us because we can get the tools on short notice from Division Store at Spokane. You can pay same prices to men as is being paid by Contractors. Advise me what those are.

WLD-M

W. L. Darling.

## TELEGRAM.

9-6-02 400M E R

## NORTHERN PACIFIC RAILWAY COMPANY

All Rail and 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 223, 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
1	Am O CR			5:56 a.							

FROM

Chula City

TO

W Darling on

DATED

6/27-

AT

Car 5 Livingston

Eslick and Hartnell advise miss stop work tonight. want to dispose of their tools to Asah Cosh also let us have Loading Cars They have fitted up at Cosh advise, Their Cook wants to board the men and They will let him keep boarding outfit to do it if we buy their tools & interest in Cars fixed up by them plans. G. D. Ball

W. D. Loring  
Care of Livingston

My dear Sir,  
I have received your letter of the 10th inst. and am  
glad to hear that you are well. I am also  
well and hope these few lines will find you  
the same. I have not much news to write at  
present. I am still in the same place and  
am engaged in the same work. I have not  
time to write more at present. I am  
Yours truly,  
W. D. Loring

## Northern Pacific Railway Company.



Conk City June 14 1903.

W.L. Darling Esq.  
Chief Engineer.

(1)

Dear Sir —

Attached please find letter or telegram for you sent to my office by Eschsch? Esch Hartnett.

I've been told them to side surface in cuts and how fills on first 2 1/2 miles. They positively refuse to do any such thing. Say it would cost too much and that they will get any competent man to say that it is impossible to side surface them.



## Northern Pacific Railway Company.

(2)

Think I shall have to set graders for surfacing track in order to hold them down. They think they are not getting a square deal in being compelled to unload ties promptly - In not being allowed force account work for such surfacing as they have to do to keep track in shape to run over before ballast is heaved in. In their being compelled to lay track when run car was broken. They have had track centers run in, but want them rerun as soon as ballast is in.

Yours truly W. D. Bell A.E.

## GREAT NORTHERN RAILWAY LINE

Boislee City Station, June 11 1903

W. L. Darling

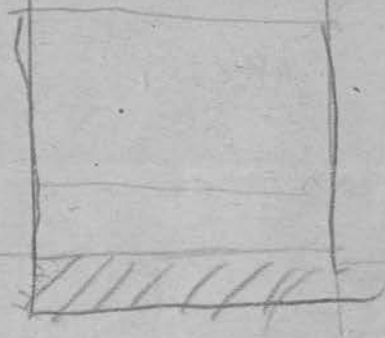
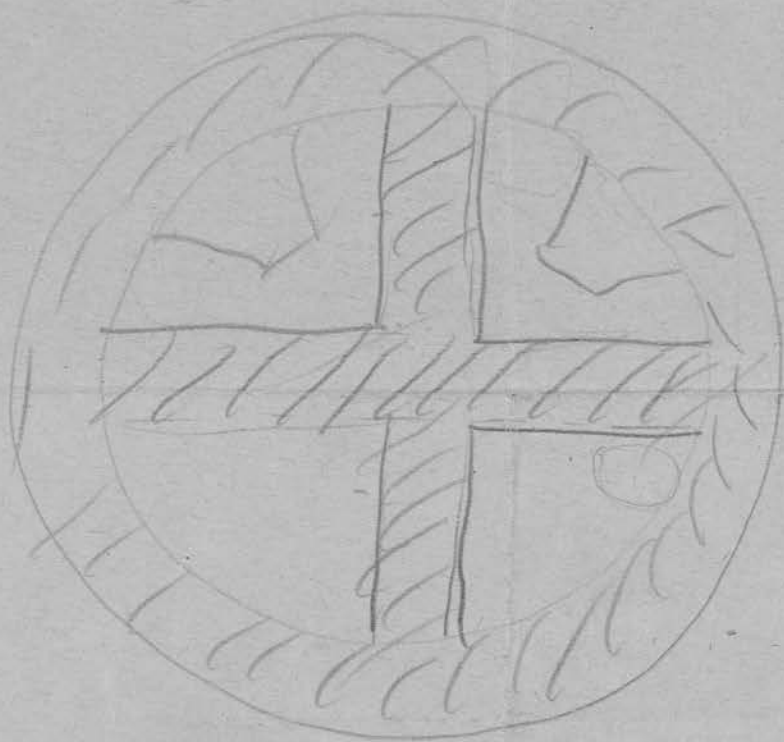
Chief Eng. W. P. Ry  
St Paul

We are compelled to stop Tracklaying  
at Sta 520 on account of Steel none in sight  
also no Steam Shovel or Ballast cars here

Our Chief compels us to stop this work until  
such time as material and Ballast Equipment  
is here on the ground

Estlick and Hartnett

Please send this dispatch away at once





Form 1896

**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.

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

FROM St. Paul, June 1, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

Your letter 29th. Yes sir, Eslick has given satisfactory bond.

W. L. Darling.

WLD-M





Form 1386

**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 Fr	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
				_____M.		_____M.			_____M.		

FROM St. Paul, May 23, 1903.

TO G. D. Ball,

DATED

AT Coulee City, Wash.

Yes sir, we will accept bills against Construction Dept. for tools furnished Eslick & Hartnett provided bills come in promptly to us at the end of each month for tools furnished that month. Bills must be presented in time so that they can be taken out of E & H's voucher.

W. L. Darling.

WLD-M



Form 1386

**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	RECEIVED	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
63 SF A VI											

FROM

Coulee May 22-03

TO

W L Darling,

DATED

AT

St Paul.

Sup't Beamer said he could furnish certain tools to E & H if we would accept bill against const'n dep't for them please advise.

J D Ball

1140-P

*Resident here on  
make of course*

*E & H*

*W L Darling*



**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.

W.L.Darling.



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
444	An	G	R	1055p							

FROM *Coulee* TO *Darling*DATED *May 21-03* AT

*Elicke and Harknett Delayed accd Noh Receiving  
 Certain tools Can get at Spoviane Store if  
 will accept Bill againsh Constin Steph. pls  
 advise. Suph Beamer as to matter of Bill.*

*G. D. Ball*





Form 1886

**TELEGRAM.**

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				_____M.		_____M.			_____M.		

FROM

May 23rd, 1903.

TO

G.D. Ball,

DATED

AT

Cowlee City, Wash.

Solomon 22nd. Contract with Eslick & Hartnett provides for full tariff rates for transportation of supplies.

W.L. Darling

RAW-P.

June 3rd, 1903.

*Cont file*  
1225

Mr. J. M. Hannaford,

Second Vice President.

*Have*

Dear Sir:-

A contract has been awarded to Eslick & Hartnett of Coulee City, for track laying on line from Coulee City to Adrian. Under the terms of this contract the Railway Company will grant special freight rates as follows:-

"THE Railway Company will furnish free transportation over its lines for the material required in the work and the Contractors' outfit between Spokane and Coulee City, but will charge full tariff rates for the transportation of supplies, including powder, fuel and lumber".

Shipments will be consigned in the following manner:-

To Northern Pacific Railway Company,  
Coulee City, Wash.  
For Eslick & Hartnett.

Please see that the Agent is properly instructed.

Yours truly,

Chief Engineer.

Copy to H.A. Gray, Comptroller,  
Copy to G.D. Ball, Ass't. Eng'r.

1225

RAW-F.

June 3rd, 1903.

Mr. H. A. Gray,  
Comptroller.

Dear Sir:-

Herewith for your files one copy of contract, dated April 23rd, 1903, with Eslick & Hartnett for track laying on the Coulee City Extension.

The bond will be furnished later.

Yours truly,

Chief Engineer.

Enclosure.

*W.A.C. has  
initials  
official  
R.H.*

*6/3*



RAW-F.

June 3rd, 1903.

Mr. J. M. Hannaforb,  
Second Vice President.

Dear Sir:-

A contract has been awarded to Eslick & Hartnett, of Coulee City, for the construction of line from Coulee City to Adrian. Under the terms of this contract the Railway Company will grant special freight rates as follows:-

The Railway Company will furnish free transportation over its lines for the material required in the work and the Contractors' outfit between Spokane and Coulee city, but will charge full tariff rates for the transportation of supplies, including powder, fuel and lumber".

Shipments will be consigned in the following manner:

To Northern Pacific Railway Company,  
Care G. D. Ball, Assistant Engineer,  
Coulee City, Wash.  
For Eslick & Hartnett.

Please see that the Agent is properly instructed.

Yours truly,

Chf. of Engineer.

Copy to H.A. Gray, Comptroller,  
Copy to G.D. Ball, Ass't. Eng'r.



# Northern Pacific Railway Company.

R. H. RELF,  
ASSISTANT SECRETARY.

Office of the Assistant Secretary.

St. Paul, Minn.

June 2, 1903.

RHR-L

Mr. W. L. Darling,  
Chief Engineer.

Dear Sir:--

Herewith agreement in duplicate dated April 23, 1903, between Eslick & Hartnett and the Washington Central Railway Company, providing for construction of line from Coulee City to Adrian, duly executed on behalf of Northern Pacific Railway Company.

Yours truly,



Assistant Secretary

Enclosure

Pioneer Press

RAW-F.

May 25th, 1903.

Mr. C. S. Mellen,  
President.

Dear Sir:-

I beg to hand you herewith for execution contract, in duplicate, with Eslick & Hartnett, dated April 25th, 1903, for track laying and surfacing from Coulee City to Adrian. Contract was authorized in your letter of April 20th, from New York, but I was obliged to consent to increase in price of track laying from \$225.00 per mile as contained in the original proposal, to \$260.00 per mile on account of the fact that the condition of the steel when received at Coulee City was much worse than expected at the time the bid was made. This necessitates considerable extra work on the part of the contractors which they did not contemplate when they made their first proposal. I would recommend that their revised proposal for track laying be accepted and that contract be entered into with them.

Yours truly,

Chief Engineer.

Enclosure.



# TELEGRAM.

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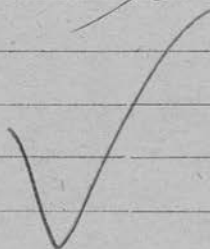
NUMBER	REC'D FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
41	Spokane		Re	921 P.M.	20						

FROM Spokane TO W. F. Darling

DATED May 20 '03 AT

Will finish Contract at all events  
 + pay all bills will get personal  
 bond if you want

S. A. Selick





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
67	ST A VI										
				M.					M.		

FROM

Coulee May 22-03

TO

W L Darling

DATED

AT

St Paul.

Please send copy of track laying contract does it provide for free  
transpt'n for Groceries.

G N Ball

1138-P

*Miss  
Adm. Bldg  
Ordered Contract  
5/23*





Form 1386

COPY

## TELEGRAM.

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FROM St. Paul, May 20, 1903.

TO Eslick &amp; Hartnett,

DATED

AT Spokane, Wash.

Regarding matter of bond. We did not ask for any more bond but instead a different one. Can you get a private bond instead of the surety bond? We cannot allow you to give up contract because matters have gone too far. Cannot afford the time to re-let and shall expect to hold you to contract.

W. L. Darling.

WLD-M



Form 1386

**TELEGRAM.**

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NUMBER	Radio FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
232 HN CN H				M.		M.			M.		

FROM : Spokane, May 20th. 1903.

TO W.L.Darling,

DATED

AT

St. Paul.

In regard to bond. Bond Co. will give no more bond on track laying Coulee City if not satisfactory pay us force account for what we have done and we will call the contract off. Answer me at once Spokane.

S.A. Eslick.

1:42 P.M.

RAW-P.

May 15th, 1903.

Mr. G. D. Ball,

Assistant Engineer, Coulee City, Wash.

Dear Sir:-

The bond furnished by Eslick & Hartnett contains a number of conditions which are burdensome upon the Railway Company and on that account is objected to by our Legal Department. I understand from the Bonding Company's letter that the principal objection to executing the other bonds is the amount of the bonds. I hand you new bonds on our regular form amounting to \$7,500.00 each and wish you would have them executed and upon receipt of same I will return the other bond. All the other Bonding Companies use our form and I see no reason why the Fidelity & Deposit Co. of Maryland should refuse to do it. As a matter of fact they have done it in the past in a number of cases.

Kindly have matter attended to and bonds returned as soon as possible.

Yours truly,

Chief Engineer.

Enclosure.



BOND TO PROTECT FROM MECHANICS' LIENS.

KNOW ALL MEN BY THESE PRESENTS, that S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, as principals, and \_\_\_\_\_

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, in the said State, as surety, are held and firmly bound unto the Washington Central Railway Company, a corporation of the State of Washington, in the sum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00) lawful money of the United States, for the payment of which sum well and truly to be made the said principals bind themselves, their heirs, executors, administrators and assigns, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by said obligors and sealed with their seals  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1903.  
The conditions of the above obligation are such that,

WHEREAS, the said S. A. Eslick and P. Hartnett are contracting with the Washington Central Railway Company, by an agreement in writing, dated April 23rd, 1903, for track laying, track surfacing and ballasting of a railroad extending from a point near Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington.

NOW THEREFORE, if the above named principals, S. A. Eslick and P. Hartnett, shall well and truly pay all laborers, mechanics, material men and persons who supply sub-contractors with provisions, all just dues to such person, or to any person to whom any part of such work is given, incurred in carrying on such work; then this obligation shall be null and void; otherwise to be and remain in full force and effect.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me appeared \_\_\_\_\_  
to me personally known, and who being duly sworn did say, that he is  
the \_\_\_\_\_ of the \_\_\_\_\_  
the above named corporation, who signed the foregoing bond, and that  
the seal affixed to said instrument is the corporate seal of said cor-  
poration, and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and acknowledged  
said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public.

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903  
before me personally appeared S.A.Eslick and P.Hartnett, to me known  
and known to me to be the individuals described in and who executed the  
within bond and acknowledged that they executed the same.

\_\_\_\_\_  
Notary Public.

KNOW ALL MEN BY THESE PRESENTS, That S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, as principals, and \_\_\_\_\_

\_\_\_\_\_, as surety, are held and firmly bound unto the Washington Central Railway Company, a Washington corporation, in the sum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00) lawful money of the United States, for the payment of which sum well and truly to be made, the said principals, their heirs, executors, administrators and assigns, and the said surety, its successors and assigns, do hereby bind themselves jointly and severally, firmly by these presents,

SIGNED BY THE SAID OBLIGORS AND SEALED WITH THEIR SEALS, THIS

\_\_\_\_\_ day of \_\_\_\_\_ A.D.1903.

WHEREAS, the said S. A. Eslick and P. Hartnett have entered into a contract dated April 23rd, 1903, with the said Washington Central Railway Company for track laying, track surfacing and ballasting of a railroad extending from a point near Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington, as described therein, and which contract among other things requires this bond.

AND WHEREAS, the said work is required by said contract to be done and performed in the manner, within the time, and in all respects according to the terms specified in said contract.

NOW THEREFORE, if the above named principals, S. A. Eslick and P. Hartnett, shall well and faithfully keep, perform and carry out each and all the covenants, conditions and agreements of said contract, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Witnesses as to the execution  
of Surety.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me appeared \_\_\_\_\_  
to me personally known, and who being duly sworn did say, that he is  
the \_\_\_\_\_ of the \_\_\_\_\_  
the above named corporation, who signed the foregoing bond, and that  
the seal affixed to said instrument is the corporate seal of said cor-  
poration, and that said instrument was signed and sealed in behalf of  
said corporation by authority of Its Board of Directors, and acknowledged  
said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public.

STATE OF WASHINGTON, )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me personally appeared S. A. Eslick and P. Hartnett, to me known  
and known to me to be the individuals described in and who executed the  
within bond, and acknowledged that they executed the same.

\_\_\_\_\_  
Notary Public.



# Northern Pacific Railway Company.

C. W. BUNN,  
General Counsel.  
EMERSON HADLEY,  
L. T. CHAMBERLAIN,  
JAMES B. KERR  
Asst. General Counsel.

Legal Department.

St. Paul, Minn. May 13, 1903.

Subject:  
Coulee City Extension.



W.L. Darling, Esq.,  
Chief Engineer.

Dear Sir:

Herewith returning form of bonds from Eslick & Hartnett to protect the company from a mechanics lien and also to carry out the contract which they have made for doing work on the Coulee City Extension.

I do not approve accepting the bond which they have offered for the reason that it contains certain conditions which are burdensome upon the company. It is true that the two bonds which you have submitted to them practically bind the company for the sum of \$30,000., but if that is more than is necessary for the protection of the company, the amount of the bonds can be reduced. You can judge of that better than I can.

Yours truly,

*Emerson Hadley*  
Assistant General Counsel.

7500 Ea



RAW-F.

May 12th, 1903.

Mr. C. W. Bunn,  
General Counsel.

Dear Sir:-

A Contract was awarded to Eslick & Hartnett for track laying on the Coulee City Extension and regular forms of bonds, both general bond and Mechanic's Lien bond were sent to them to be furnished with the contract. The Bonding Company however, objected to signing the bond which was sent out for reasons given in their letter of May 5th, which I attach, and furnished instead a bond of their printed form, which I enclose and I also enclose the contract.

Will you kindly advise me if you consider that we are safe in accepting bond which has been furnished.

Yours truly,

Chief Engineer.

Enclosure.

## Northern Pacific Railway Company.

Coulter City 5/7/03

W. L. Darling Esq.

Chief Engineer

Dear Sir —

Enclosed please find Contracts for Tree Blowing — Coulter City to Adrian —  
duly signed and witnessed. Also Surety Co. Bond which the  
attached letter will explain.

Yours truly

W. D. Ball

Asst. Engr.

# WASHINGTON SAFE DEPOSIT & TRUST CO.

INVESTMENT LOANS — SAFE DEPOSIT VAULTS.

ACTS AS AGENT, TRUSTEE, RECEIVER, ADMINISTRATOR & GUARDIAN.  
TRANSACTS ALL MANNER OF TRUST BUSINESS.

SPOKANE, WASH., May 6 - 03

Chief Eng. Darling St Paul Minn

Dear Sir

We could not get the Security Co.  
to sign the Bonds you sent us so  
we got them to furnish their own Bonds

Yours Respt

Calick and Hartnett



EDWIN WARFIELD: President.

H. CRAWFORD BLACK,  
JOS. R. STONEBRAKER,  
HENRY B. PLATT,  
THOS. A. WHELAN,  
Vice Pres'ts.

HERMAN E. BOSLER, Sec'y & Treas.  
HARRY NICODEMUS, Asst. Sec'y & Treas.  
THOS. L. BERRY, Second Asst. Sec'y & Treas.  
HARRY NICODEMUS, SEC'Y & TREAS.  
THOS. L. BERRY, ASS'T SEC'Y & TREAS.

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND.

Spokane  
Board of Directors:

GEO. S. BROOKE,  
M. M. COWLEY,  
E. J. DYER,  
J. P. M. RICHARDS.

**SURETY BONDS.**

HOME OFFICE: BALTIMORE, MARYLAND.

McCREA & MERRYWEATHER,  
Sprague Ave., and Howard St.,  
General Agents.

Spokane, Wash.,

May 5, 1903

Messrs. Eslick & Hartnett,

Coulee City, Wash.

Gentlemen:-

We are in receipt of your application for a contractors bond in the sum of \$15,000 to the Washington Central Ry. Co.

In discussing the matter with our Local Board, we have decided that the two bonds in the sum of \$15,000 each would be a joint liability of \$30,000.

We think that this is unreasonable for the size of the contract we have therefore substituted our own bond in the sum of \$15,000 which covers all of the conditions of the two bonds received from the Ry. Co.

The form we have used, is the uniform form of bond in use by all of the different surety Companies in writing this class of business.

Yours respectfully,

*McCrea & Merryweather*  
General Agents.

WSM.  
MCB.



77

Midland

Bonds sent for execution  
were for \$15,000 in form presented  
by our Legal Dept, one a general  
bond & one a bond to protect from  
mechanics liens - Ant Contract

# 19350

RAH OK-  
LH



Form 1385

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

FROM

TO

G. D. Ball,

DATED

AT

St. Paul, May 7th, 1903.

Coulee City, Wash.

COPY

Let contractors go ahead with track laying. Will advise as soon as bond reaches here whether there is anything unsatisfactory about it. Do not understand why form submitted could not have been used.

W. L. Darling.

RAW\*J



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
328	HN S H			M.		M.			M.		

FROM Coulee City, May 7th. 1903. TO W.L. Darling,  
 DATED *Bent* AT *1000* *500* *Surv* St. Paul.  
 Eslick and Hartnett furnished dispensary chasseur charlotte on unsifted  
*new*  
 company form covers mechanics peclolite answer quick if O.K. to let them  
 start work on track laying.

G.D. Ball.

2:11 P.M.

## Northern Pacific Railway Company.

EnclosureCoulee City 4/28/03

W.L. Darling Esq.

Chief Engr.

Dear Sir —

Mr. Edmitt objects to the contract for laying steel in regard to the following points.

Special specifications for kind of iron + steel facing.

1. Assenting rails.
2. straightening curved steel.

As all the steel is badly worn on one side it must be laid so that the worn side is on outside of track which entails turning part of the rails.

He claims he did not bid on any specifications - which is rather a rash form of bidding.

The truth of the matter is - he has seen some one who called his attention to the expense of having long second class rail that has to be turned or straightened.

Yours truly

Chas. J. Ball

Asst. Engr.

Wm. H. Baker as  
by previous instructions of J



Bank City ap 27-1908

Chief Engineer Darling  
Looking over your Specification I do  
not expect contractor to sort  
the steel that is coming from  
Main Line it has got to be  
shuffled and trucked from time  
it comes until it is said  
it is worth \$50.00 per mile to  
sort the steel that is coming

Esch & Northrup



COPY

**TELEGRAM.** All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and the parties on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, personal signature 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 unnecessary, 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	RECE
				_____M.		_____M.			_____M.		

TO F. J. Taylor,

AT Coulee City, Wash.

If steel is coming much worse than expected am willing to add \$50. per mile for such portions of the work in which it is necessary to use poor steel. For the other parts think Eslick & Hartnett's bid should stand. Take it up with them and advise me. Do not want to do work by Company Force under any conditions.

W. L. Darling.

WLD-M



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	REC'D
1013	M	To	10/1259P								

FROM

Coulter City

TO

N L Darling

DATE

May 2 - 03 AT

Callick and Hartnett, had using Platter (Track)  
 laying Chantry Celerity Notching Chantry Cataphry  
 per 1 mile will give unsifted dispensary  
 G. D. Ball

Repeared



Form 1386

**TELEGRAM.**

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, as parts on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, person 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 unnecessary, 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
1078	mi	By		516							

FROM

Conlee City

TO

WJ Darling

DATED

Apr 1 28

AT

Co H Object to track laying Contrach Plain  
bid did not cover turning and straightening  
Steel want to raise price \$ 50 per mile  
if they are to do that pls advise

G D Ball





Form 1886

**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.

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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
		63-vs-hn-g-									
				M.		M.			M.		

Livingston, April 29th, 1963

FROM

TO

DATED

AT

W.L.Darling

Eslick and Hartnett bid for track laying on adrian cut off with understanding that second hand 66 pound steel would be laid and that they would be required to sort and straighten the steel.

Understand that some of the steel now being received is in very poor condition and is probably worse than they expected to handle. If satisfactory arrangements cannot be made, with them would advise that we do the work with our own force and put on C. G. Woodward as foreman in charge.

✓ F.J.Taylor 106 pm



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

FROM

TO F. J. Taylor,

DATED

A St. Paul, April 29, 1903.

AT

Livingston, Mont.

Mr. Ball wires that Eslick & Hartnett object to contract for laying track. Claim that bid did not cover turning and straightening steel. Want to raise price \$50. per mile. Please advise on what specifications they made their bid.

W. L. Darling.

RAW\*J

COPY

April 24, 1903.

RAW\*J

Mr. G. D. Ball,  
Assistant engineer,  
Coulee city, Wash.

Dear Sir:--

I hand you herewith for execution contract in Duplicate also regular and Mechanics' Lien bond covering track laying and surfacing from Coulee City to Adrian. Will you please have these properly executed in the presence of witnesses and return to me?

In regard to the bonds, surety company bonds are preferable with a responsible surety company but individual bonds will be accepted if sufficient information is given respecting individual sureties and evidence that they are financially responsible for the amount of the bond. If you accept individual bond please send me such information and evidence with respect to the sureties as will be satisfactory to cover this bond.

Please let the matter have prompt attention and have the papers executed and returned to me as soon as possible.

Yours truly,

(Signed) W. L. DARLING

Chief engineer.

Inc.



Form 1386

COPY

## 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
				M.		M.			M.		

FROM St. Paul, Apr. 22, 1903.

TO F. J. Taylor,

DATED

AT Coulee City, Wash.

Contract for laying track between Coulee City and Adrian awarded to Eslick & Hartnett on basis of their bid of 16th inst. Contract will be forwarded them at once for execution.

W. L. Darling.

WLD-M





Form 1386

COPY

**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

FROM St. Paul, Apr. 22, 1903.

TO G. D. Ball,

DATED AT Coulee City, Wash.

Expect to advise you about track laying in a day or so.

W. L. Darling.

WLD-M



Form 1385

**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
430 HN CX C				M.		M.			M.		

FROM

Coulee City Apl 21st, 1903.

TO

W.L. Darling.

DATED

AT

When may we expect to hear as to award of track laying contract.

G.D. Ball,

538pm

*Northern Pacific Railway Company,*

*Office of the President,*

*St. Paul, Minn.*

New York, April 20, 1903.



Mr. W. L. Darling,

Chief Engineer,

Saint Paul, Minnesota.

Dear Sir:-

I approve letting the contract for laying track between  
Coulee City and Adrian to Eslick & Hartnet, as recommended in your  
favor of the 17th inst., and you may so arrange.

Yours truly,

*W. L. Darling*

President.

*Robert M. Carter Eslick & Hartnet  
4/22*

COPY.

WLD-M

April 17th, 1903.

Mr. C. S. Mellen,

P r e s i d e n t.

Dear Sir:-

The following bids have been received for laying track between Coulee

City and Adrian:

Contractors	Track Laying	Surfacing from Sides	Ballasting
Eslick & Hartnett	\$225. per mile	\$375. per mile	30¢ per cu. yd. pit measurement, including surfacing where material is hauled.
H. A. Durkee	\$350. per mile	\$300. per mile	30¢ per cu. yd. pit measurement, when ballast has to be hauled.

Total amount of Eslick & Hartnett's bid \$19,350.

Total amount of H. A. Durkee's bid ----- \$20,400.

Above bids are based on free train service and transportation for men.

Eslick & Hartnett's bid for track laying and ballasting is very low, but the surfacing is high; the average, however, is very good, and I would recommend that contract be awarded them.

Yours truly,

(Signed) W. L. DARLING.

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	RECEIVED
457 HN CX C				M.		M.			M.		

FROM

Coulee Apl 16th, 1903.

TO

W.L.Darling.

DATED

AT

Bid Eslick and Hartnott track laying <sup>200</sup> chantry <sup>25</sup> cataplexy per mile surfacing  
from side <sup>300</sup> chaos <sup>75</sup> century per mile ballast <sup>30</sup> catechise cents per cubic yard  
pit measure including surfacing where matl is hauled free train service  
and transportation for men.

F.J.Taylor.

759pm

**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
461	Mr. Co	V.	Telef.	M.							

FROM

Coulee

TO

W. L. Darling

DATED

Apr 14-03

AT

Browning Wlick is absent from town  
Looking at some main line work am  
trying to get word to him will send his  
revised bid soon as I can hear from him  
Taylor.



Form 1386

**TELEGRAM.**

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				M.		M.			M.		

FROM St. Paul, Apr. 14, 1903.

TO F. J. Taylor,

DATED

AT Coulee City, Wash.

Have not heard a word from you yet about tracking laying bid from Eslick & Hartnett. What is delaying your reply?

W. L. Darling.

WLD

W. L. Darling. Chief Eng'r. N. P. Ry.

St. Paul, Minn.

City.

Apr. 8th, 1903.

Dear Sir:-

I will lay twenty-one miles of Standard Gauge railroad track for the N.P.Co., in State of Washington. Company to furnish all train service, Iron car and two Push cars, track to be completed as to specifications for \$350.00 per mile.

Further I will surface track as follows: Side Surfacing \$300.00 per mile. When Ballast has to be hauled and distributed, \$.30 per yard pit measure. Company to furnish all train service cars required for said work. Roger Ballast cars if company can furnish them in preference to Flat Cars, company to furnish Steam Shovel to load what Ballast required. Contractor to pay \$10.00 per day for said Steam Shovel while Steam Shovel is actually working, company to furnish Boarding and Sleeping Cars required.

Estimates to be given on track laying at the end of each calender month or as excepted by engineer in charge of work. estimates on surfacing the same.

N. P. Company to furnish Free Transpertation between Spokane and Seattle, for men and supplies going on to work. Other-wise if Contractor has to pay for transpertation for men and supplies will add 4% on above prices.

Your very respectfully.

*W. L. Darling  
340 Bowler St  
St Paul*



## Northern Pacific Railway Company.



Coulee City, Wash., April 16<sup>th</sup> 1903

Mr. W. L. Darling,  
Chief Engineer,  
St Paul, Minn.

Dear Sir:-

Enclosed please find bid of Estick & Hartnett for track laying, surfacing & ballasting, on line from Coulee City to Adrian.

Following is a comparison with the bid received at St Paul. Both bids are based on free train service and free transportation for men.

	Estick & Hartnett	H. A. Burke
Track Laying	mils \$ 225.	\$ 300.
Track Surfacing, from side	" 375.	350.
	4600	4650.
Ballast (pit measure) including surfacing track cu. yd.	30	30

Yours truly,  
F. J. Ingles,  
Asst. Engr.

✓

## NORTHERN PACIFIC RAILWAY COMPANY.

## PROPOSAL

For Track Laying, Track Surfacing and Ballasting,  
on Line from Coulee City to Adrian

(Location)

Division

The undersigned hereby propose, and, if this proposal is accepted, agree to enter into a written contract, if required, with the Northern Pacific Railway Company, to do all the work for which prices are named herein, according to the plans and directions of the Engineer for said Company, in conformity with the specifications made for said work and attached hereto, upon the terms and conditions of the contract prepared therefor, and within the time specified.

Track Laying, per mile

\$225.00

Track Surfacing, from side, per mile

8.75.00

Ballasting, including lining and surfacing  
of track, per cubic yard, pit measure,

3.00

The Railway Company will furnish all necessary  
train service free of charge.

All the above work, for which prices are given, to be completed on or before June 15<sup>th</sup> 1903

The Railway Company will furnish transportation at the rate of free per ton per mile for material required in the work and contractor's outfit with minimum of between Spokane and Coulee City per ton for single shipments. Bulky articles filling car to visible capacity to take minimum car load weight. Live stock will be billed at actual weight with usual commercial minimum. The Railway Company will charge full tariff rates for transportation of supplies, including powder, fuel and lumber. The Railway Company will also furnish transportation for men employed on the work at the rate of free per mile between Spokane and Coulee City.

The information upon which this proposal is based was obtained by the proposer through his own sources of knowledge, and was not derived from any officer or agent of the Railway Company.

The Railway Company reserves the right to reject any and all bids, and, at its option, to require a satisfactory bond from the contractor for the faithful performance of the work.

Signature of Proposer

Address

Date

1903

S. A. Estlin  
O. Hartnett.

Form 109, Construction Contract

Date of completion.

commenced immediately and the entire railroad to be completed on or before the **Fifteenth (15th) day of June, A. D. 1903.**

Sub-contract.

Comply with instructions.

Remedy faulty work.

Parties.

Disorderly workmen.

Extra work.

Work when and where directed.

Arbitration.

Locality.

Covenant to pay.

Prices for work.

Keep Crossings open and safe.

The said parties of the first part further promise and agree, to and with the said party of the second part, that the said work shall be performed under the personal supervision of the said parties of the first part, and that this contract, or any interest therein shall not be assigned, nor said work or any part thereof be sub-contracted without the written consent of the Engineer of the said party of the second part to each

**This Article of Agreement,** Made the **Twenty-third (23rd) day of April, A. D. 1903** by and between

**S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, parties of the first part, and**

**The Washington Central Railway Company, a corporation of the State of Washington, party of the second part,**

and that if any foreman, laborer or other employee of the said parties of the first part shall, in the opinion of the said Engineer, be incompetent, wilfully negligent or dishonest in performance of his duties under this contract, he shall, on direction of the said Engineer, be forthwith discharged; and the said parties of the first part shall not employ, or permit to remain about the work, any person who may have been discharged for any or all of the said causes from said work, or from any other part of said railroad.

**WITNESSETH:**—The said parties of the first part further agree that no extra work or material is to be allowed or

paid. That the said parties of the first part, in consideration of the covenants, promises and agreements hereinafter contained, on the part of the said party of the second part to be performed, do hereby covenant, promise and agree to and with the said party of the second part, that they will construct, complete and finish, in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Chief Engineer of the said party of the second part, in the manner and within the time hereinafter specified and limited, and according to the specifications hereto annexed and made part of this contract, all the clearing, grubbing, grading, embankment protection, truss, pile and trestle bridging, culverts, road crossings, cattle guards, tracklaying, surfacing, ballasting; all of the work necessary in connection with the construction of the depots, section houses, water tanks, fences and other structures, and all work for which prices are hereinafter specified, including such other and extra work as may be required by the said Chief Engineer, and that may be necessary to fully complete and finish, ready for operation, a single track railroad, with side tracks, yards, spurs, and other necessary and appurtenant tracks, extending from **a point near**

**Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington.**

The said party of the second part, in consideration of the faithful performance by the said parties of the first part of all and singular their covenants, promises and agreements herein contained, hereby covenants, promises and agrees, to and with the said parties of the first part, well and truly to pay to the said parties of the first part, on the full completion by them of all the work embraced in this contract, in the manner, and within the time herein specified and limited for the completion thereof, to the satisfaction, approval and acceptance of the said Engineer, the following sums and prices, viz:—

*Sixty dollars. (\$60.00)*  
**Track Laying, Two Hundred Twenty-five Dollars (\$225.00) per mile.**

**Track Surfacing (from side)**

**Three Hundred Seventy-five Dollars (\$375.00) per mile.**

The parties of the first part hereby agree that they will perform and complete all of the work necessary to construct, finish and complete the said line of railroad, the structures appurtenant thereto, the depot grounds, terminal yards, side tracks and other appurtenant tracks; make and keep open, and in safe condition for use, all crossings and approaches, wherever the line of the railroad is traversed by, or is adjacent to, public or private roads, and will alter and amend said roads and approaches whenever required by the Engineer in charge of the work during the construction of the line.



**This Article of Agreement,** Made the  
Date, **April, A. D. 1903**

**Twenty-third (23rd) day of**

by and between

**S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, parties of the first part, and ,**

Parties,

**The Washington Central Railway Company, a corporation of the State of Washington, party of the second part,**

**WITNESSETH:—**

Covenant.

That the said parties of the first part, in consideration of the covenants, promises and agreements hereinafter contained, on the part of the said party of the second part to be performed, do hereby covenant, promise and agree to and with the said party of the second part, that they will construct, complete and finish, in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Chief Engineer of the said party of the second part, in the manner and within the time hereinafter specified and limited, and according to the specifications hereto annexed and made part of this contract, all the clearing, grubbing, grading, embankment protection, truss, pile and trestle bridging, culverts, road crossings, cattle guards, tracklaying, surfacing, ballasting; all of the work necessary in connection with the construction of the depots, section houses, water tanks, fences and other structures, and all work for which prices are hereinafter specified, including such other and extra work as may be required by the said Chief Engineer, and that may be necessary to fully complete and finish, ready for operation, a single track railroad, with side tracks, yards, spurs, and other necessary and appurtenant tracks, extending from **a point near**

**Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington.**

Locality.

Keep Cross-  
ings open  
and safe.

The parties of the first part hereby agree that they will perform and complete all of the work necessary to construct, finish and complete the said line of railroad, the structures appurtenant thereto, the depot grounds, terminal yards, side tracks and other appurtenant tracks; make and keep open, and in safe condition for use, all crossings and approaches, wherever the line of the railroad is traversed by, or is adjacent to, public or private roads, and will alter and amend said roads and approaches whenever required by the Engineer in charge of the work during the construction of the line.



Date of completion.

The said work to be commenced immediately and the entire railroad to be completed on or before the **Fifteenth (15th) day of June, A. D. 1903.**

Sub-contracts.

Comply with instructions.

Remedy faulty work.

No liquors.

Disorderly workmen.

Extra work and bills therefor.

Work when and where directed.

Arbitration.

Covenant to pay.

Prices for work.

The said parties of the first part further promise and agree, to and with the said party of the second part, that the said work shall be performed under the personal supervision of the said parties of the first part, and that this contract or any interest therein shall not be assigned, nor said work, or any part thereof, be sub-contracted without the written consent of the Engineer of the said party of the second part to each and every such assignment or sub-contract. That they, the said parties of the first part, will in all things conform to, and comply with, the instructions of the said Engineer and his duly appointed assistants. That all imperfect or insufficient work or material shall be immediately remedied when pointed out, and shall be made good and sufficient by the said parties of the first part, at their sole cost and expense, to the satisfaction of the said engineers, and any omission by the engineers to disapprove of, or reject, any insufficient or imperfect work or material at the time of any monthly or other estimate, shall not be deemed an acceptance of such work or material; and the said Engineer shall have the power, and it shall be his duty, at any time, to have any defective work or material taken out, and rebuilt or replaced, at the expense of the said parties of the first part.

The said parties of the first part further promise and agree that they will not bring, or permit to be brought onto the said line of railroad, or anywhere on or near the said work, any spirituous or other intoxicating liquors; and that if any foreman, laborer or other employe of the said parties of the first part shall, in the opinion of the Engineer in charge of the work, be intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties under this contract, he shall, on direction of the said Engineer, be forthwith discharged; and the said parties of the first part shall not employ, or permit to remain about the work, any person who may have been discharged for any or all of the said causes from said work, or from any other part of said railroad.

The said parties of the first part further agree that no extra work or material is to be allowed or paid for, excepting only in performance of a previous order in writing of the said Engineer; and that any and all claims for extra work or material must be presented to the Engineer for allowance at the close of the month in which it shall have been done or furnished, to be included in the estimate for that month; otherwise all claims therefor shall be deemed absolutely waived by the said parties of the first part, and the said party of the second part shall not be required to allow or pay for the same.

The said parties of the first part further covenant, promise and agree, to and with the said party of the second part, that they will carry on and prosecute the said work in all its several parts and branches, in such manner, and at such times, and at such points or places along the line, as the said Engineer shall from time to time direct.

It is hereby mutually covenanted and agreed, by and between the said parties hereto, that to prevent disputes or misunderstandings between them in relation to any of the stipulations and provisions contained in this agreement, or the true intent and meaning thereof, or the manner of performance thereof by either of said parties, and for the speedy settlement of such as may occur, the Chief Engineer of the party of the second part shall be, and he hereby is made and constituted, the umpire to decide all such questions and matters; he shall also decide the amount and quantity, character and kind of work and materials performed and furnished by the said parties of the first part under this contract, including all extra work and material; and his decision shall be final and shall be binding and conclusive, to all intents and purposes, and in all places, on the said parties hereto.

The said party of the second part, in consideration of the faithful performance by the said parties of the first part of all and singular their covenants, promises and agreements herein contained, hereby covenants, promises and agrees, to and with the said parties of the first part, well and truly to pay to the said parties of the first part, on the full completion by them of all the work embraced in this contract, in the manner, and within the time herein specified and limited for the completion thereof, to the satisfaction, approval and acceptance of the said Engineer, the following sums and prices, viz:—

*Sixty dollars, (\$260.00)*  
**Track Laying, Two Hundred ~~Twenty-five~~ Dollars (~~\$225.00~~) per mile.**

**Track Surfacing (from side)**

**Three Hundred Seventy-five Dollars (\$375.00) per mile.**

**Ballasting, including lining and surfacing of track,**

**Thirty Cents (30¢) per cubic yard, pit measure.**

The Railway company will furnish free transportation over its lines for the material required in the work and the Contractors' outfit between Spokane and Coulee City, but will charge full tariff rates for the transportation of supplies, including powder, fuel and lumber. The Railway Company will also furnish free transportation for men employed on the work between Spokane and Coulee City.



Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer, by the parties of the first part, in the proper execution of this contract, for which prices are not named herein, they shall be paid the actual cost to them of such work, and ten (10) per cent. additional for use of tools, superintendence and their profit.

Estimates.

Approximate estimates of the work done under this contract are to be made at the end of each calendar month by the said Engineer, or his assistants, and payments thereon are to be made by the party of the second part to the said parties of the first part, on or about the twentieth day of the next ensuing month, less all previous payments, and less ten (10) per centum of the amount of each and every such monthly estimate;

Retained percentage.

which percentage shall be retained by the said party of the second part until the complete performance of this contract by the said parties of the first part, as an additional security for such performance.

Stopping work.

It is hereby mutually covenanted and agreed, by and between the said parties hereto, that whenever in the opinion of the said party of the second part it shall be necessary or expedient for it that the said work, or any portion of it, should be stopped, or that the force employed thereon should be diminished, the said party of the second part will have the right and power to stop said work, or diminish said force, and the said parties of the first part shall have no claim for damage by reason thereof; but they shall stop the work, or reduce the force as the said party of the second part may in writing direct; which writing shall be signed by the said Engineer in charge of the work, and delivered to the said parties of the first part, or one of them, or in case of their absence, to some person on the work representing them, at least thirty (30) days prior to such required stoppage of work, or reduction of force.

Accelerating work.

It is further mutually covenanted and agreed, by and between the said parties hereto, that if, at any time during the existence of this contract, the said parties of the first part shall not, in the opinion of the said Engineer, be progressing with said work as fast as necessary, or with sufficient force to insure its progress and completion within the time and times required he shall have the power, and it shall be his duty, to order and direct the said parties of the first part to put on and employ, such additional force and means, as in his judgment shall complete said work, and each portion thereof, within the specified time and on the refusal, failure or omission of the said parties of the first part to comply with such order and directions, the said Engineer shall have the power and authority, and it shall be his duty, to declare this contract abandoned by said parties of the first part; and in such case the amount of moneys which may then remain unpaid, and would otherwise be payable to the said parties of the first part under this contract, including the percentage retained on all monthly estimates, shall be kept, retained and appropriated by the said party of the second part, in its own right, absolutely, and the said parties of the first part shall have no claim to said moneys, or any part thereof; and the said party of the second part may employ such force and means as in its judgment shall be necessary to complete said work, and the cost and expense thereof shall be charged to, and paid by, the said parties of the first part.

Retained percentage forfeited.

Power to cancel contract.

It is further mutually covenanted and agreed, by and between the said parties hereto, that if the said parties of the first part shall, at any time, fail, omit or refuse to comply with, or perform, any of the provisions or agreements herein contained, on their part to be observed or performed, the said party of the second part shall have the right and power to cancel and annul this contract; in which event the said parties of the first part shall have no claim or demand whatever on or against the said party of the second part for damages, or for compensation for work or material done or furnished, or for any portion of the said percentage retained on monthly estimates; and the said party of the second part shall have the right, power and authority to take possession of, and hold, the said work and all materials furnished under this contract, and to retain, and appropriate, to its own use, all moneys which may then be unpaid to the said parties of the first part, including the said percentage; and the said party of the second part shall be absolutely and forever released from all liability to the said parties of the first part therefor.

Contractors to pay all laborers.

The said parties of the first part further covenant and agree that they will promptly pay all laborers and others in their employ, as often as payments are made by the said party of the second part to the said parties of the first part, and in the event of their failure at any time to do so, the said party of the second part may retain from all subsequent estimates, such amounts of money as the Engineer in charge of the work may deem sufficient and necessary to pay, each month, the laborers and all others employed on or about said work. And before final settlement is made between said parties for work done and materials furnished under this contract, the said parties of the first part shall, and will, produce and furnish satisfactory evidence to the said party of the second part, that the said road and structures are free and clear from all liens for labor, workmanship or materials, and that no claim then exists for, or in respect to which, such lien could attach.

Contractors  
to keep la-  
borers un-  
der con-  
trol.

The said parties of the first part further covenant and agree that they, their agents, laborers, and all others in their employ, or under their control, shall and will take and use all due care that no public or private property, including growing crops, meadows, fencing, ditches, farm and other improvements be injured or destroyed in the prosecution of said work; and that if any injury or damage to, or loss or destruction of, any such property be done or occasioned by any act or neglect of the said parties of the first part, their agents, laborers, or other employes, while engaged or employed in or about the said work, or if loss or damage be occasioned by uncontrolled right-of-way fires, the damages or compensation therefor shall be paid by the said parties of the first part. And in case, when the final estimate is made and returned, there shall be any unsatisfied claim or claims for such damages or compensation, the said party of the second part may deduct from the moneys then due, or to become due to the said parties of the first part, a sum equal to the amount so claimed, together with the estimated cost of adjusting the same; which sum the said party of the second part may retain until all such claims are determined by legal proceedings or otherwise, when the amounts so ascertained shall be paid to the claimants, and the remainder, if any, shall be paid to the said parties of the first part.

Retention of  
claims  
from final  
estimate.

Temporary  
suspension.

It is hereby mutually covenanted and agreed, by and between the said parties hereto, that in case there be any stoppage of the work, or if its progress be materially delayed by reason of, or from want of location or staking out the line of the work, or securing the right of way, or from any act or neglect of any of the engineers, agents, or employes of the said party of the second part, then and in such case, the time for completing the said work, as limited in this contract, shall be extended for a period equal to the time of such stoppage or delay; and the said parties of the first part shall have no further or other claim therefor, or from anything arising therefrom, or caused thereby.

Extension of  
time.

The said parties of the first part must make their claim for such extension in writing, to the said Engineer, at the time of such stoppage or delay, therein stating the occasion and nature thereof; and the said parties of the first part failing so to do, their right or claim to such extension shall be deemed waived.

Total sus-  
pension.

It is further agreed that in case of a total suspension of all work under this contract, without any fault, default, failure, collusion, or procurement of the said parties of the first part, for a longer period than ninety (90) days, unless such suspension shall have been caused by the winter season or protracted rigor of weather, it shall be the duty of the said Engineer, or his assistants, to make a final estimate of all work done according to the terms of this contract, and make a return thereof to the said party of the second part, when the amount found by said Engineer to be then due for work done, together with all percentage retained up to that time except as herein otherwise provided, shall be paid to the said parties of the first part.

Insurance.

It is further agreed that any damage by fire that may occur to buildings or structures during construction must be made good by the parties of the first part, who must keep such structures fully insured until such time as such structures, or the section of the road upon which they are located, has been fully completed and accepted by the party of the second part. The operation of a portion of the track before the entire completion of the road and its appurtenant structures is not to be considered as an acceptance by the party of the second part.

The cost of premium for fire insurance provided for herein will be divided equally between the parties hereto, the policies to be written in the name of both parties hereto, loss payable as their interests may appear, the policy or policies to be deposited with the Chief Engineer of the party of the second part.

Final esti-  
mate.

When, in the opinion of the Chief Engineer, this contract, and all things therein covenanted, promised or agreed to be done by the said parties of the first part, shall have been completely performed and finished according to the provisions of this contract, and within the time herein provided, he shall certify the same in writing under his hand, with a final estimate of the work done by the said parties of the first part, and a statement of the amount due and unpaid therefor; and the said party of the second part shall, within sixty (60) days after the completion of the work as aforesaid, pay to the said parties of the first part the full amount which shall be so found due them, including the percentage retained on former estimates as aforesaid, except as in this contract is otherwise provided. And the said parties of the first part agree that before final payment shall be required to be made under this contract, they will execute, acknowledge and deliver to

Time of pay-  
ment of fi-  
nal esti-  
mate and  
retained per-  
centage.

Release.

the said party of the second part, under their several hands and seals, a valid release and discharge of and from any and all claims and demands for, and in respect of all matters and things growing out of, or connected with, this contract, or the subject-matter thereof, and of and from all claims and demands whatsoever.

Contractors'  
base of in-  
formation

It is declared and agreed by the said parties of the first part that this contract is made and entered into by them, for the consideration therein expressed, solely on their own knowledge, and on information derived from other than the said party of the second part, its officers or agents, of, and respecting, the nature and formation of the country in which the said work is to be done, or the character, quantities or location of the material required to be removed, or to be used in forming the road-bed for said railroad, and in doing and performing, completing and finishing, all the work herein required to be done and performed, completed and finished; and that the plans, maps and profiles of the said work prepared by the engineers, and the quantities estimated therefrom, are approximate merely, and are subject to change and alteration as herein provided.



The said party of the second part expressly reserves the right, at any time, to change and alter, in whole or in part, as to it may seem expedient, the line and grade of that portion of its railroad embraced in this contract, and it is hereby mutually covenanted and agreed, by and between the said parties hereto, that any change or alteration of the line or grade or bridges, or of all, shall not affect the prices herein specified; nor shall any bill for "extras" or other charge or claim be made, allowed or paid, by reason thereof, or of any difference occasioned by any such change or alteration, in the quality, locality or nature of the work to be performed. But if, in any case, the Chief Engineer shall deem the change of line or alteration of grade to have materially affected the cost of doing the work, he shall fix and determine the price to be paid, either above or below, as the case may be, the prices hereinbefore provided to be paid for such work, so as to do substantial justice between the parties.

Definition of  
term "En-  
gineer."

It is understood that where the word "Engineer" occurs in this Contract, or in the Specifications attached hereto, it refers to, and means, the Engineer of the said party of the second part in charge, for the time being, of the work of construction covered by this Contract.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals, and the party of the second part has caused these presents to be signed by its President in duplicate.

party of the second part has caused these presents to be signed by its President in duplicate originals on the date above written.

Witnesses as to  
parties of first part.

(SEAL)

(SEAL)

Witnesses as to  
party of second part.

WASHINGTON CENTRAL RAILWAY COMPANY.

By

President.

## SPECIAL SPECIFICATIONS FOR TRACK LAYING AND SURFACING.

\*\*\*\*\*

Track will be laid with second-class steel taken from the main line.

All steel shall be unloaded in material yard as soon as it is received.

The contractor shall be required to assort it so that the rails of equal length will be piled together.

Steel that is not fit for main line will be piled by itself and used for sidings and wyes.

All curved steel must be straightened or piled up so that it will fit the curves to be laid.

The straightening of curved steel must be done before sending it to the front.

As soon as each ten miles of track are laid, or oftener if necessary, the contractor will be required to pick up material including both steel and ties, that has been found unfit for main track, and use it for sidings, etc., or pile it up in its proper place in the material yard.

Highway crossings will generally be constructed with old rails and put in according to standard plan.

Filling between crossing rails with gravel or other desirable material will be considered a part of the track laying.

Ties will generally be received in box cars, and contractor will be required to unload them in yard as soon as received.

Surfacing will be held to include the original surfacing of track and the maintenance of same while construction is in progress, and keeping the track in safe condition for the passage of construction and other trains necessary to handle traffic offered. It shall also include the final adjustment of surface and line, so as to put it in condition to be accepted by the Railway Company.



## LOG AND TIMBER CULVERTS.

215. Timber for log and timber culverts must be sound, and the variety and quality must be satisfactory to the Engineer.

216. Log culverts will be made of sound, straight, green logs, from which all bark must be removed, not less than ten inches in diameter at the small end, and of nearly uniform diameter throughout each course.

217. After the foundation for the culvert is prepared, mud-sills will be laid not more than five feet apart, on which the first course of side wall timbers shall rest. The mud-sills will be flattened on top and bottom sides to a thickness of not less than twelve inches, and at the ends where the side walls are joined to the sills will be boxed down three inches, so as to give a close fit.

218. The timbers will be drift bolted to the mud-sills with iron drift bolts  $\frac{3}{4}$  inch square by 16 inches, driven into holes  $\frac{3}{4}$  inch in diameter.

219. The walls will be made by piling the logs one upon another, the larger logs to be in the lower courses, with the top invariably laid down stream. After flattening the logs on the upper and lower sides to even thickness throughout, and thoroughly pinning or drift bolting them together, all knots and other projections into the opening of the culvert are to be carefully cut away. At the ends of the culvert the layers of logs will be drawn in as they rise above the bottom to conform to the slope of the embankment. Where practicable each log will extend the entire length of the culvert. The logs will be so laid as to leave the full size of the inside of the culvert clear for passage of water, and the inside walls shall be vertical. If drift bolted, each course of logs will be well bolted to the one beneath it with three-fourths by sixteen inch iron drift bolts, spaced not more than five feet apart; and where logs join, a drift bolt shall be driven on each side of the joint. All drift bolts will be counter-sunk to such a depth that one-half the bolt shall be in the upper timber and the other half in the lower.

220. The bottom of log culverts may be formed of logs laid close together across direction of current not less than nine (9) inches in diameter at small end, extending on each side one (1) foot beyond outside of side wall, or be paved to the top of the mud-sills with angular rock, where it can be obtained from the adjacent cuttings; otherwise with large boulders. This paving will be classified as riprap in place.

221. The covering of these culverts will be round logs not less than fourteen inches in diameter, flattened for a distance of eighteen inches at each end to a face of not less than eight inches; at least one log in four secured to the top course of the side walls with three-fourths by sixteen inch iron drift bolts. At intervals of five feet one of the top logs shall be boxed down on the side walls three inches to a close fit. The hollows between the covering logs must be filled with poles or brush.

222. Material in log culverts will be estimated by the lineal foot, and the length of the timbers only will be considered, without regard to varying size or thickness.

223. Timber culverts will be made of sound hewed or sawed timber, in accordance with the standard plans. They will be estimated and paid for by board measure.

224. Log or timber culverts will not be used except when it is practicable to build or place within them stone or brick structures or drain pipes of ample size to carry the water.

225. In cases where the embankment is six feet high or less, a single span of pile bridge with timber bulkheads will be used, and will be built according to the standard plans.

## CROSS TIES.

226. Cross ties will be made from such varieties of timber as may be designated by the Engineer; usually from white oak, red fir or tamarac. They must be cut only from live, sound and thrifty trees, must be free from rotten knots and all indications of decay; also from splits and shakes.

227. Ties must be exactly eight feet long, with ends sawed square. They must be hewn or sawed straight and true on two parallel faces to a uniform thickness of seven inches. Those less than seven inches or more than seven and one-half inches in thickness will not be received.

228. The minimum width of face for hewn ties will be seven inches, exclusive of bark. The minimum width of sawed ties will be nine inches, provided they are sawed on four sides. If they are sawed on two opposite sides only the width will be the same as for hewn ties. The above minimum dimensions are absolute and will be insisted upon.

229. No split ties will be accepted.

230. Ties must be piled on skids in rows or tiers containing 1,000 ties or less, with small ends of all ties in each tier piled one way. When they are piled in adjacent tiers an open space of not less than three feet must be left between them. They must be piled at points where they can be conveniently loaded; that is, at or near grade.

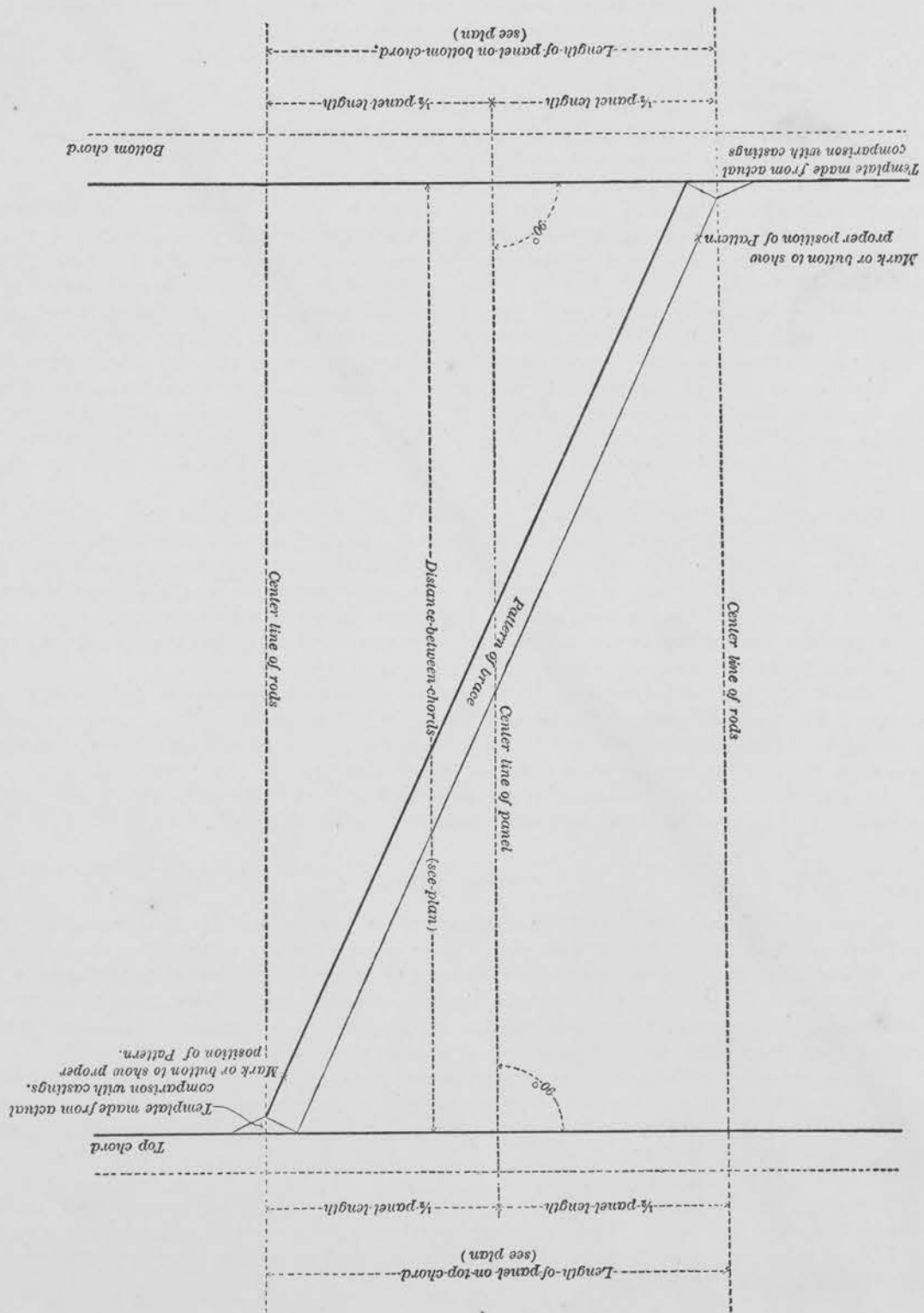
## TRACK LAYING.

231. Track laying will include all the work of laying the main track, sidings, or other permanent tracks, frogs, switches, rail braces, tie plates, crossings, etc., laying and spiking the plank of road crossings wherever required, and trimming down or filling up the surface of the roadbed to bring it to the true grade. Also setting all track markers and signs.

232. When the material of which the roadbed is made is fit for ballast, it will be finished to the proper elevation for the bottoms of the ties, and if, at the time the track is laid, it is lower or higher, it must be brought to the proper elevation before the ties are distributed. When material is unfit for ballast, the roadbed will be finished to an elevation four inches below the bottoms of the ties or subgrade, and the track must be brought to the true grade in ballasting.

233. Track laying must conform with the standard specifications of the Railway Company. (Form 140.)

SKETCH SHOWING MANNER OF MAKING BRACE PATTERN.





234. Only such sidings or spur tracks, and such lengths thereof, as may be ordered by the Engineer will be estimated and paid for. This will include tracks required at material yards, but will not include spurs in gravel pits, nor temporary spurs laid for the accommodation of boarding cars. The price paid for such work will be held to include the taking up and removal of material at the close of the work.

#### SURFACING AND BALLASTING.

235. When material of which roadbed is made is suitable for ballast, the track will be surfaced from the sides, otherwise the material generally will be hauled, in which case it will be classified as ballast. The Company will furnish the train and train crew, and the contractor must load, unload and spread the ballast and put it under track.

236. Ballast will be paid for by the cubic yard. Borrow pits from which ballast is obtained must be cross sectioned, and the amount removed therefrom measured in excavation. No waste of ballast upon banks will be permitted. Deficiencies in grading which are rectified at the time of ballasting, by the use of train hauled material, will be paid for as earth excavation.

237. Surfacing and ballasting must conform to the standard specifications of the Railway Company. (Form 140.)

238. All road and surface ditches will be left clear and free, so open and extended as to conduct water freely and quickly from the roadbed; and all side ditches must be left unobstructed.

239. The side slopes and ditches must be left neat and smooth, and free from all rubbish, materials and obstructions. Material for filling or ballasting must not be taken from the slopes of embankments. This will be insisted upon.

240. The surfacing or ballasting must be kept up with the track laying. All new track must be brought to surface and tamped up before it is run over. Rails that are damaged by reason of neglect on the part of the contractor to comply with these requirements will be replaced at his expense.

241. When the surfacing or ballasting is completed, the track must be in perfect line, surface and gauge, and must be so maintained by the contractor until it is accepted by the Company for operation. This contemplates a second adjustment of the track to line and grade, after it has settled under traffic. The line will not be accepted until it is fully completed.

242. Track laying and surfacing will be estimated by the lineal mile of 5,280 feet. Sidings will be estimated between head blocks of switches. Where ballasting is done by train, surfacing will not be estimated.

243. All track work will be closely inspected, and inferior work will not be paid for by the Company.

244. All crossing, flanger, station, tank and other signs, mile and clearance posts, are to be set by the contractor as directed by the Engineer, and will be considered a part of the track laying and surfacing; and the expense of setting will be held to be included in the price paid for track laying.

#### FENCES.

245. Fences must be built according to the standard plans. Farm gates must be provided wherever necessary.

246. Posts must be set plumb, firmly planted, and no variation in height above the ground line exceeding 3 inches will be allowed. Where ground surface is irregular, in sharp depressions, or on ridges, additional fence posts must be used. Posts in depressions must be properly anchored, and where fence is constructed through overflow bottoms, a cross-piece shall be spiked to the bottom of each post in such a manner as to prevent its floating up. Corners and posts at openings must be properly stayed by struts. The price paid for fencing shall include the construction and placing of the necessary farm gates and cattle guards.

#### BUILDINGS.

247. All buildings must be constructed according to the standard plans.

248. *Excavations.* Grading for building sites other than excavations for cellars, trenches, foundations, etc., incidental to plans, will be paid for by the cubic yard, under the classification of and at the prices that apply to grading. The price paid for excavation of trenches for water pipes and drains will include the back filling of the same, for which no further allowance shall be made.

249. *Drains.* Drains will usually be of first quality of vitrified tile, with the dimensions shown by the standard plans. They must be carefully laid on a true grade, with a fall of at least one inch in 50 feet, and more if the elevation of the outlet will permit. They must be jointed with hydraulic cement, and must be scraped smooth inside as laid. They must be provided with all necessary traps, bends and connections, and be left in perfect working order.

250. *Foundation Walls.* Foundation walls will generally be classified under the head of concrete, second-class rubble masonry (see paragraph 128) laid with cement mortar, hydraulic lime mortar, or lime mortar, as directed by the Engineer.

251. *Brick Work.* Bricks used in buildings must be of standard size, well and neatly moulded and thoroughly burned. Care must be taken to exclude salmon brick, or bricks which are imperfectly burned. The stock of bricks must be assorted, and those of perfect shape, quality and uniform color must be used in face of wall.

252. Bricks for paving and other special purposes must be selected with especial reference to the purpose for which they are intended to be used.

253. All bricks must be thoroughly wet before laying.

254. In general, bricks in the walls of buildings above the water table, boiler settings and chimneys will be laid in lime mortar. (See paragraph 240.)

255. Bricks in pits or foundations, below the elevation of the water table, and not exposed to an undue amount of moisture, will be laid in hydraulic lime mortar. (See paragraph 241.)
256. Bricks for floor arches and other masonry which is exposed to water will be laid in cement mortar. (See paragraph 242.)
257. Bricks in walls will generally be laid in common bond; five stretcher courses to one header course. The Engineer may require a more thorough bond when he deems it necessary.
258. All bricks must be laid in full mortar beds, and all joints must be completely filled.
259. Particular care must be taken to secure straight, level bed joints of moderate uniform thickness. All joints must be cut and struck as the work proceeds.
260. Arches must be turned upon proper and substantial centers, which should be slacked away as soon as the mortar has set.
261. Hollow walls must be tied together every fifth course with bricks not over three feet apart. Care must be taken to leave air vents in such cases.
262. Anchors, hinge castings, lookouts, nailing strips, etc., must be properly and neatly jointed into the brick work.
263. Where the interior of brick walls is to be lathed and plastered, build in a lath to which to nail furring strip every fifth joint.
264. Scaffolding must be furnished by the contractor, and must be thoroughly and strongly built.
265. Brick paving will be understood to be bricks set on edge, bedded in cement mortar and grouted.
266. Chimney flues will be constructed as shown by the plans. Especial pains must be taken to secure full mortar joints. They must be thoroughly plastered on the inside and troweled to a smooth finish.
267. Thimbles must be provided as shown by the plans.
268. *Mortar.* Lime mortar will be composed of fresh lime and sand, in the proportion of one part of the former to about four of the latter. The proportions of lime and sand may be varied to suit the nature of the lime used, and the product must in all cases be satisfactory to the Engineer.
269. Hydraulic lime mortar will be composed of one part of hydraulic cement, two parts of lime and six parts of sand. The cement must be thoroughly mixed with three parts of sand in a dry state. The slacked lime must then be added gradually, the remaining five parts of sand worked into the mortar thus formed, and the whole mass worked to the proper condition for use.
270. Cement mortar will be made of American Portland cement and sand, in the proportion of one part of cement to three parts of sand. These ingredients must be measured. They must be thoroughly mixed while dry and then wet and worked to the proper consistency.
271. The proportion of ingredients as mentioned above may be changed by the order of the Engineer, if the mortar thus made is not satisfactory to him.
272. All mortar will be made in small quantities, as required for use, and none shall be used after it has commenced to set.
273. Cement and lime not required for immediate use must be protected from moisture; and any deterioration in its quality from this cause, and loss resulting therefrom, will be charged to the contractor.
274. Clean, sharp sand, thoroughly screened, shall be furnished for all work.
275. Fresh water must be used for making mortar, and all mortar must be prepared on clean plank beds.
276. *Plaster.* Two coats of cement plaster of an approved brand shall be used.
277. The first coat of plaster must extend behind the wainscoting, if any, through the floor, and must fill out all spaces between frames of timber, etc. After the first coat has dried, put on white hard finish or float finish as will be directed and trowel to a true and glossy surface.
278. After carpenters are through plasterers must patch up all defects.
279. *Timber.* Timber must be sound, free from wanes, shakes and large, black or unsound knots. It must be of the quality specified by the standard plans, and when this specification does not agree with the grades of the local markets, it will be understood that it must be suitable for the purpose for which it is intended.
280. All timber will be subject to the inspection and acceptance of the Engineer.
281. Timber having defects which impair its strength must be excluded from all work where it will be subjected to a considerable load.
282. Where sizes are given they will be understood to mean the dimensions of the timber as it comes from the saw, without reference to the diminution in size caused by dressing, unless an exception is noted upon the plans.
283. All timber and workmanship is subject to inspection before and after it is put into the work, and the Engineer may order any part of the structure, which in material or workmanship does not correspond with the terms of these specifications, removed, and substitution made in proper manner, at the expense of the contractor.
284. *Mill Work.* All material used for making window sash, frames, and work of this description, must be made of first quality white pine, excepting such portions of window or other frames as will not be exposed, which may be of common lumber.
285. All timber used for these purposes must be thoroughly dried and seasoned. All inferior finish shall be kiln dried lumber, free from imperfections. Stair railings, balusters, treads, risers, stringers, mouldings and wainscotings must be made of material specified by the plans.
286. All finish shall be put up in the best manner, smoothed by hand, and left free from machine and tool marks.



287. Unless especially agreed to the contrary, it will be understood that interior wood work is to be painted, unless finish is hard wood, in which case it shall be filled with oil, rubbed and finished with a hard finish.

288. When not otherwise specified, all sash will be glazed with second quality American glass, S. S.

289. Contractor must properly protect all frames, sash and doors, not used immediately from the action of the rain and sun. All mill work, except such as is required for inside work, and mouldings, shall receive one priming coat before shipping. This will not apply to the frames shipped knocked down, which will receive their priming coat after they are fastened together and before they are put into the work.

290. All door and window frames must be carefully squared before they are put into the work, and stayed to keep them in proper position.

291. *Iron.* Castings must be made of the best quality of tough grey iron, neatly moulded, free from sand holes, flaws or other imperfections. Particular care must be taken, especially in cored work, to have the holes required by rods, bolts, etc., large enough to admit these without battering the threads.

292. Rod iron must be of good quality of merchant iron. If an enlargement of the diameter of the rods for screw ends is called for, such enlargement is to be secured by upsetting, not by welding. An exception may be made in the case of suspension rods for large doors and other work in which the rods are not subjected to considerable strain.

293. All turn buckles and other forged work to be well and neatly made.

294. *Carpenter Work.* All framing is to be done in a neat and workmanlike manner, to give close joints, and thoroughly nailed and spiked. All joists and studding must be sized. Studding must be doubled around openings, with double headers and trusses above openings. All corners and angles must be made solid.

295. Joists must be stiffened by bridging cut in at proper intervals.

296. Roof boards must be nailed to rafters at every intersection, to avoid warping and injury to the roof covering.

297. Buildings which are to be plastered will be lathed with best dry pine lath. Laths will break joints every fifth lath, and shall be nailed with threepenny coarse lath nails, leaving a three-sixteenth inch crack on side walls and one-quarter inch crack on ceilings. No vertical laths shall be put on for the purpose of piecing out.

298. In case of the omission of any essential parts upon the plans, such omissions must be supplied in workmanlike manner; and flimsy, shiftless work will not be permitted.

299. Matched flooring must be blind nailed, and smoothed by hand.

300. Siding will be firmly nailed to each stud. Drop siding and clapboards must be neatly jointed and blind nailed.

301. Where floors are double, a layer of No. 2 roofing felt must be put in between upper and lower courses.

302. The top floor must not be laid before the plastering is finished.

303. The building must be cleared of all rubbish and swept before it is plastered. All refuse, chips, shavings, etc., must be collected and disposed of by burning, or otherwise; and the interior of the building, as well as the grounds around it, must be left free from all litter.

304. Hardware, locks, knobs, window fastenings, etc., are to be neatly put into place, and must be of suitable quality and satisfactory to the Engineer.

305. *Painting.* All wood work that is exposed to the weather (excepting rough work), shall receive priming coat and two finishing coats, in colors corresponding to the Company's standard.

306. Body work will be finished in dark red. Trimmings and sashes in dark green. Doors will be finished in solid body colors. No trimming paint on panels.

307. All knot holes and cracks must be puttied, and knots or pitchy places filed with shellac before painting.

308. Interior work must be finished with two coats of paint; standard colors.

309. Shingle roofs will be finished with two coats of paint; standard colors.

#### WATER TANKS.

310. Water tanks are to be built according to the standard plans. Posts must be cut to the proper height and sized to receive cast iron caps. Caps must be sized to fit the casting. Timber caps should be bored to receive dowel.

311. Lay rail joists on caps as shown on standard plan.

312. The edges of bottom planks are to be accurately jointed, to insure perfect contact, and be well clamped and cut to proper circle.

313. The floor must be well doweled and joists white leaded.

314. Staves are to be carefully jointed, to secure perfect contact, and should be put together with white lead joints and three tiers of dowels. The chime is to be accurately fitted to the bottom. Staves are to be surfaced on both sides.

315. Put on the third band first; then commence at the bottom and put the bands in regular order. Divide the lugs equally around the tub and screw up to fair bearing.

316. Bands must be watched when filling tub to prevent breaking on account of swelling of timber.

317. Ceil as shown by plan:

318. Valve to be so placed that bolt holes will take in two center planks and have one-eighth inch rubber gasket under it. The intake pipe is to be extended up twelve inches above tank floor and to have a three inch inlet valve. Outlet valve to be placed twelve inches above tank bottom.

319. Construct air spaces carefully in accordance with the plans. Leave a two by four opening on the south side, provided with three doors, all to be hinged.

320. Sheeting and battens must be in accordance with the plans.

321. Provide inside and outside ladders as shown by the plans.

#### **PUMP HOUSES.**

322. Particular attention must be paid to the location of pump houses so that it will be convenient to supply them with fuel from the cars. They will be built in accordance with the standard plans.

#### **WATER PIPES.**

323. All wrought iron pipes with screw ends must be laid on true grade so that they can be thoroughly drained. Threads must be treated with red lead before uniting. They must be screwed together as far as practicable.

#### **CAST IRON PIPES.**

324. Cast iron pipes must be laid on true grade so that they can be thoroughly drained. All changes in direction are to be made with curved pipes and connection with proper branches delivering in direction of drainage.

325. Joints in cast iron pipes shall be made by calking in hemp packing, and shall then be run with molten lead and thoroughly calked.

326. Joints of lead pipe with iron pipe shall be made by calking in a brass ferrule and making connection between lead pipe and ferrule by a wiped joint.

327. Joints between lead pipes must be wiped.

#### **MATERIAL.**

328. Unless otherwise provided, it will be understood that the Railroad Company is to furnish to the contractor all the material required for track, bridges and buildings, with the exceptions hereafter noted, on board cars at point of divergence from the main line of the branch railroad to be constructed, or at points along the line of road to be constructed, but not necessarily alongside the roadbed; or, in the case of buildings and structures erected under contract, upon lines already constructed, delivery will be made on board cars at the site of such buildings or structures, or as near as practicable thereto.

329. The exceptions above referred to are the stone for rubble masonry,—and other masonry, unless otherwise specified in the contract,—gravel, concrete stone and sand for mortar, etc., logs for log culverts and log crib work all of which will be furnished by the contractor, unless otherwise specified by the contract.

330. The contractor will be required to receive and receipt for all material immediately on arrival, and will thereafter be held responsible for its safe keeping until its incorporation in the work. Storehouses or other structures required to shelter the material will be provided by the contractor at his own expense, and the material of the Railroad Company will not be used for this or any purpose other than that for which it is intended.

331. The contractor will be required to handle all material at his own expense, including unloading and loading in cars, and all material must be unloaded from cars within three days after its arrival, unless special authority to the contrary is given by the Engineer.

332. Whenever cross ties, piles, timber or other material is delivered along the line of the road, the contractors must do the hauling required to put it in place, including loading in cars when necessary.

#### **TRAIN SERVICE.**

The Railway Company will furnish without charge all necessary train service including crews and supplies required for track laying, ballasting and hauling material, except iron cars and boarding cars and fuel and supplies for steam shovels. Boarding cars, if furnished by the Railway Company, shall be paid for by the contractor at the rate of fifty cents per day for box cars, one dollar per day for box boarding cars, and two dollars per day for caboose cars.

334. It is distinctly understood that the quantities of work estimated are approximate only, and the Railroad Company reserves the right to have built only such kinds and quantities and according to such plans as the nature or economy of the work, in the opinion of the Engineer, may require.

335. The contractor, at his own cost, must provide all wagon roads to reach and carry on the work; he must also provide all tools of every description and all supplies required for the prosecution of the work.

336. Any omission to disapprove of work at the time of making any monthly or other estimate, will not be construed as an acceptance of any defective work, and the contractor must remove and rebuild, or make good at his own cost, any work which the Engineer may consider to be defectively executed.

337. It is expressly understood that all work of any character performed for the Railroad Company, under these specifications, must be satisfactory to the Engineer in charge of the work, and to the Chief Engineer.

338. The price paid for buildings, water tanks, turn tables, depots, section houses and other standard structures, will be held to include the foundations, according to these plans; and it will be understood that the specifications for concrete, rubble masonry, etc., and the prices which govern such work, are intended to cover additional work of the same character which may be required and is not shown upon the plans.



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me appeared \_\_\_\_\_  
to me personally known, and who being duly sworn did say, that he is  
the \_\_\_\_\_ of the \_\_\_\_\_  
the above named corporation, who ~~shk~~ signed the foregoing bond, and that  
the seal affixed to said instrument is the corporate seal of said cor-  
poration, and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and acknowledged  
said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903, before me  
appeared \_\_\_\_\_  
each for himself being duly sworn says that he is one of the sureties  
mentioned in and who executed the foregoing bond and obligation; that he  
is a resident of the State of \_\_\_\_\_ and a freeholder therein;  
that he is worth the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) over  
and above all his just debts and liabilities, and exclusive of property  
exempt from execution.

\_\_\_\_\_  
\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903.

\_\_\_\_\_  
Notary Public.

STATE OF WASHINGTON)  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me personally appeared S. A. Eslick and P. Martnett, to me known  
and known to me to be the individuals described in and who executed the  
within bond, and acknowledged that they executed the same.

\_\_\_\_\_  
Notary Public.

\_\_\_\_\_, as surety, are held and firmly bound unto the Washington Central Railway Company, a Washington corporation, in the sum of FIFTEEN THOUSAND DOLLARS(\$15,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, the said principals, their heirs, executors, administrators and assigns, and the said surety, its successors and assigns, do hereby bind themselves jointly and severally, firmly by these presents,

day of A. D. 1903.

AND WHEREAS, the said work is required by said contract to be done and performed in the manner, within the time, and in all respects according to the terms specified in said contract.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

(SEAL)

(SEAL)

Witnesses as to the execution  
of surety

[illegible]

## BOND TO PROTECT FROM MECHANICS' LIENS.

KNOW ALL MEN BY THESE PRESENTS, that S. A. Eslick and P. Hartnett, comprising the firm of Eslick & Hartnett, of Coulee City, Washington, as principals, and \_\_\_\_\_

\_\_\_\_\_, a corporation organized and existing under the laws of the state of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, in the said State, as surety, are held and firmly bound unto the Washington Central Railway Company, a corporation of the State of Washington, in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) lawful money of the United States, for the payment of which sum well and truly to be made the said principals bind themselves, their heirs, executors, administrators and assigns, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by said obligors and sealed with their seals

This \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1903.  
The conditions of the above obligation are such that,

WHEREAS, the said S. A. Eslick and P. Hartnett are contracting with the said Washington Central Railway Company, by an agreement in writing, dated April 23rd, 1903, for track laying, track surfacing and ballasting of a railroad extending from a point near Coulee City, Washington, in a general southwesterly direction for a distance of Twenty (20) miles, approximately, to Adrian, Washington.

NOW THEREFORE, if the above named principals, S. A. Eslick and P. Hartnett, shall well and truly pay all laborers, mechanics, material men and persons who supply sub-contractors with provisions, all just dues to such person, or to any person to whom any part of such work is given, incurred in carrying on such work; then this obligation shall be null and void; otherwise to be and remain in full force and effect.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF

_____	"	_____ (SEAL)
_____	"	_____ (SEAL)
_____	"	_____ (SEAL)
_____	"	_____ (SEAL)
_____	"	_____ (SEAL)
_____	"	_____ (SEAL)

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1903,  
before me personally appeared S. A. Eslick and P. Hartnett, to me known and known to me to be the individuals described in and who executed the within bond, and acknowledged that they executed the same.



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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me appeared \_\_\_\_\_  
to me personally known, and who being duly sworn did say, that he is  
the \_\_\_\_\_ of the \_\_\_\_\_  
the above named corporation, who ~~ask~~ signed the foregoing bond, and that  
the seal affixed to said instrument is the corporate seal of said cor-  
poration, and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and acknowledged  
said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903, before me  
appeared \_\_\_\_\_  
each for himself being duly sworn says that he is one of the sureties  
mentioned in and who executed the foregoing bond and obligation; that he  
is a resident of the State of \_\_\_\_\_ and a freeholder therein;  
that he is worth the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) over  
and above all his just debts and liabilities, and exclusive of property  
exempt from execution.

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903.

\_\_\_\_\_  
Notary Public.

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D.1903,  
before me personally appeared S. A. Eslick and P. Hartnett, to me known  
and known to me to be the individuals described in and who executed the  
within bond, and acknowledged that they executed the same.

\_\_\_\_\_  
Notary Public.

CHIEF ENGINEER'S COPY.

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