



Northern Pacific Railway Company.
Engineering Department Records.

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Northern Pacific Railway Co.

OFFICE OF Chief Engineer

FILE NO. 2869 *AV*

SUBJECT:

CONNELL NORTHERN RAILWAY

Contract- Caughren, Winters,
Smith & Company

Box
1756

2869

CONNELL NORTHERN RAILWAY COMPANY.

CONNELL - ADRIAN LINE.

STATEMENT OF FORCE ACCOUNT BILLS ALLOWED CAUGHRENT WINTERS SMITH & CO.

GRADING ESTIMATES.

Date.	Synopsis.	Amt.	Allowed Est.No.& Month.	Engr. AVFE&G.	Grading. "B"	B.T.& C. "B"	B.T.& C. "E"
Mar.30	Lumber for culvert, Stat.2603	\$ 9.32	9-March				9.32
31	Putting in culvert, " 2603	29.15					29.15
Feb.28	Hauling & unloadig culv.tbr.St.45	121.82					121.82
Mar.31	Timber for culvert, Stat. 45	235.05					235.05
Aug.31-09	Hauling straw to protect fills,	42.35	10-April.		42.35		
Apr.30-10	Refinishing grade,Stat.120-130	108.63	11-May.		108.63		
	Changing wagon road, Stat.55	24.75			24.75		
	do " 8-9	8.25			8.25		
Feb.7	Excavating trestle pits, Stat.3107	623.85	12-Aug.			623.85	
	do Stat.3010	371.58				371.58	
	do " 3004	182.12				182.12	
11	Coal for Engineers camp,	6.85		6.85			
Mar/28	Extending dump, 3rd coules br.	35.25			35.25		
Apr.30	Excavating trestle pits, Adrian,	514.82				514.82	
	do " "	104.86				104.86	
	do " "	69.30				69.30	
	do " "	23.10				23.10	
Aug.31	do Stat.1986	46.03				46.03	
	Grading side track at Warden,	544.90			544.90		
	Excavating Trestle pits,Milw.Ig.	363.93				363.93	
		\$ 3465.91		6.85	764.13	2299.59	395.34

Distribution.

Engineering:-	AVFE&G.	\$ 6.85
Grading:-	Grading,	764.13
B.T.& C:-	Wooden Bridges,	2299.59
"	Other culverts,	395.34
		<u>\$3465.91</u>

Office of Assistant Engineer.
St.Paul, Minn. Jan. 7th 1911.

2869

June 24, 1915. WLD-0

Mr. J. A. Caughren,
Peyton Building,
Spokane, Wash.

Dear Sir:-

Replying to your letter of the 21st instant:

No, sir, do not think that you have transportation rights in connection with Connell Northern work. This line was finished sometime ago and any rights on transportation have elapsed.

Yours truly,

Chief Engineer.



400 ROOMS-340 BATHS-FIREPROOF
COMMERCIAL DISPLAY ROOMS IN ABUNDANCE
REASONABLE RATES.

DAVENPORT HOTEL

OWNED AND OPERATED
BY THE
DAVENPORT HOTEL CO.

SPOKANE, WASHINGTON

June 21, 1915

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

Dear Sir:

Just received your telegram and will say in reply that a part of that stock spoken of have not been used since they got through on the Cornell line. Some of them were used on the Bluestem. They were all shipped from St Louis and St Paul. I am just taking back half of what is left, probably about three carloads. I did not know whether I was entitled to any transportation or not; thought I would ask for it, whether it could be granted or not. Kindly let me know as soon as possible. Direct our office in the Peyton Block.

Respectfully yours,

J. A. Laughren

TO THE CHIEF OF THE OFFICE OF THE ENGINEER
ST. PAUL, MINN.
FROM THE CHIEF OF THE OFFICE OF THE ENGINEER
ST. PAUL, MINN.
SUBJECT: [Illegible]

DATE: [Illegible]

BY: [Illegible]

OFFICE OF THE
CHIEF ENGINEER
JUN 24
1915
NOR. PAC. RY.
ST. PAUL, MINN.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA.

CABLE SERVICE TO ALL THE WORLD

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

N.P.Ry. Local DH

SEND the following message subject to the terms
on back hereof, which are hereby agreed to }

St. Paul, Minn. June 21, 1915. WLD-0

J.A. Caughren
541 Peyton Block, Spokane Wash

Your message twentieth about shipping stock back Cannot
answer without knowing what stock is for, where it was used
on Northern Pacific work and where shipped from, and if
return transportation has been used

W L Darling

930 a.m.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

To guard against mistakes or delays, the sender of a message should order it REPEATED, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeat message rate is charged in addition. Unless otherwise indicated on its face, **THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH**, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond fifty times the sum received for sending the same, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines, *nor for errors in cipher or obscure messages*.

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

7. *No employee of the Company is authorized to vary the foregoing.*

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

THE WESTERN UNION TELEGRAPH CO. IS THE LARGEST TELEGRAPH SYSTEM IN EXISTENCE, OVER ONE AND A QUARTER MILLION MILES OF WIRE AND CABLES. IT ACCEPTS MESSAGES FOR ALL TELEGRAPH STATIONS IN THE WORLD, SUBJECT TO THE TERMS HEREON.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH THE OFFICES OF ALL OTHER COMPETING COMPANIES COMBINED.

WESTERN UNION
TELEGRAPH
COMPANY

ALL
COMPETING
COMPANIES

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

WESTERN UNION



NIGHT LETTER

Form 2289 B

3

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVED AT Pioneer Bldg., 332 Robert Street, St. Paul, Minn. ALWAYS OPEN

13 SKNA 43 NL

SPOKANE WN JUNE 20 1915

W L DARLING

CHIEF ENGINEER G N R STPAUL MINN

IF WOLDSON IS USING MY NAME IN BIDDING ON ANY WORK DONT ACCEPT
BID WE HAVE DIVIDED OUR STOCK I AM SHIPPING THREE CARS TO
OSAKIS MINN HAVE I TRANSPORTATION OVER THE N P BACK ANSWER
AT ONCE 541 PEYTON BLOCK

J A CAUGHREW

1215A 21

936

OFFICE OF
CHIEF ENGINEER
JUN
22
1915
NOR. PAC. RY
ST. PAUL, MINN.

Northern Pacific Railway Compa

2869

St. Paul, April 16th, 1912..

Mr. E. J. Cannon,
Division Counsel,
Spokane, Washington.

Dear Sir:-

Referring to your letter of the 11th instant and
returning form of release or satisfaction in connection with
contract with Caughren, Winters, Smith & Company.

It has never been the custom for the Railway Company
to execute such releases and I do not understand the necessity for
it. The work has been completed and final estimate paid.

Yours truly,

Chief Engineer.

Encl.

REG R

Spokane, Wash. April 11, 1912.

OFFICE OF
CHIEF ENGINEER
APR 15 1912
NOR. PAC. RY.
ST. PAUL, MINN.

Mr. W. L. Darling,

Chief Engineer,

St. Paul, Minn.

Dear Sir:--

Enclosed please find copy of bond in Connell-Northern matter with form of release or satisfaction upon the last page. As I understand it, there are no other liens against the railway company and if there were liens, the time to foreclose them has expired, and you are therefore in position to execute this paper. Will you have it done at your early convenience and return to me.

Very respectfully,

E. J. Cannon
Division Counsel.

enc.

EJC/M

*Re EG
This should be handled by
Re 4/15*

SPOKANE, PORTLAND & SEATTLE RAILWAY CO.
OREGON ELECTRIC RY. CO.

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 operator 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 best as well if sent by train mail, or which appear unnecessarily long, operators are required to forward same to General Superintendent.

Lind. Wash. Sept, 24th, 1911

Agent, C M & P S Ry,

Warden, Wash,

Dear Sir:--

Please note next atttd, will you please
acknowledge receipt of this check and return to me at your earliest
convenience.

Yours truly,

J. A. Lawrence
Agent,

H. L. Jr.

Receipt return - all
Papers -

29/29

J. W. Lawrence

Warden 9/29

Check 6.65

Recd 9/29

H. L. Lawrence
etc.

Northern Pacific Railway Company

...Undercharge Correction 14670, \$6.65, on shipment to
A. Youngstrom.

Pasco, Wash., Oct. 6th, 1911.

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

Dear sir:

Referring to your letter of the 19th.

I am returning herewith papers in connection with
freight bill covering an undercharge on shipment consigned
to Caughren, Winters, Smith & Co. You will note the Agent
at Warden has acknowledged receipt of the check enclosed with
this file.

yours truly,

J. L. D. Jones
Superintendent.

All cars and freight shall be subject to a minimum charge for truckage and rental of \$1.00 per car for each 24 hours detention or fractional part thereof after the expiration of 48 hours from its arrival at destination, and after the expiration of 72 hours, this Company shall be at liberty to unload and store the freight in a warehouse of its own or unload and deliver to a warehouseman, and the Consignor or Consignee shall pay the C. & P. S. Ry Company the expense of unloading and warehousing same, and for such expense this Company shall have a lien upon the freight in addition to its own freight charges and back charges.

Agent.

Northern Pacific Railway Company

Pasco, September 22, 1911.

Express
Agent,

Lind.

Will you kindly forward attached check to the agent
at Warden getting his acknowledgment for same then return
papers to this office.

J. L. DeForce,

Northern Pacific Railway Company

REG

St. Paul, Sept. 19th, 1911..

Mr. J. L. DeForce, Supt.,
Pasco, Washington.

Dear Sir:-

Referring to your letter of August 28th and return letter from the Milwaukee Agent at Warden with copy of freight bill covering undercharge correction 14670 on shipment of lumber consigned to A. Youngstrom, \$6.65. I enclose check #1010 of Caughren, Winters Smith & Company for the amount endorsed payable to the order of the Chicago, Milwaukee & Puget Sound Ry. Will you please pass same along to the agent and get his acknowledgment.

Yours truly,

W. Darling
Chief Engineer.

Encl.

Form 34.

Office or Pro. No.

WARDEN, WASH.

Station,

Aug 25

1909
1017

Consignment by G. H. Westfall
To CHICAGO, MILWAUKEE AND PUGET SOUND R'Y CO., Dr.

For Freight from

Lind Wash

Freight shall be subject to a minimum charge for trackage and rental of \$1.00 per car for each 24 hours detention or fraction thereof after the expiration of 48 hours from its arrival at destination, and after expiration of 72 hours, this Company shall be at liberty to unload and store the freight in a warehouse of its own or unload and deliver to a warehouseman, and the Consignor or Consignee shall pay the C.M. & P.S. R'y Company the expense of unloading and warehousing same, and for such expense this Company shall have a lien upon the freight in addition to its own freight charges and back charges.

DATE OF WAY-BILL.	NO. OF WAY-BILL.	NO. OF CAR.	DESCRIPTION OF ARTICLES.	WEIGHT.	RATE.	OUR CHARGES.	BACK CHARGES.	TOTAL.
8/24	113	2693	Fir Lbr	16700	5	2335		
			On 5400					
audit to Correction #				14670				
			200	60000	5	3000		
Copy				Due				665

TOTAL,

Consignor,

But L & C Orilla 78
Aug 16
1909

Received Payment,

Agent.

Chicago, Milwaukee and Puget Sound Railway Co.

Warden, Wash., Aug., 18" '11.

J. L. DeForce Supt. Pasco Div'n.

Pasco, Wash.

Dear sir:-

Please not attached copy of Freight-Bill covering Undercharge correction # 14670 on shipment of Lumber consigned Connell Nor. R'y, while H. C. Westfall was Dist. Engr. & Delivered to A. Youngstrom, a contractor, under Westfall. Amount, \$6.65.

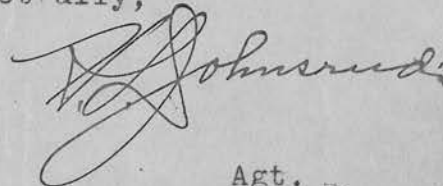
When correction notice was first received by myself Mr. Youngstrom was asked to pay it, as He paid the freight on shipment when received. He refused to pay it account the actual weight of the Lumber was 46,700.

Matter was taken up with your freight-Auditor MR. Richards at St Paul to ascertain if a small car had originally been ordered in this case. Reply from Agent Kent advised " No record of a small car being ordered for the shipment!"

Hence auditing department asks me to collect this amount. Have written Mr. Youngstrom three times, but he has failed to reply & I do not now know his whereabouts.

Will you please arrange to get me this amount or show that a smaller car had been intended for this shipment.

Respectfully,



Agt.

all papers - the return
1919

Pasco, September 22, 1911.

Agent,

Lind.

Will you kindly forward attached check to the agent at Warden getting his acknowledgment for same then return papers to this office.

J. L. DeForce,

7864
REED

St. Paul, Jan. 12th, 1911..

Mr. C. A. Clark,

Treasurer.

Dear Sir:-

Referring to the following final estimates in favor of Caughren, Winters, Smith & Company now in your hands for work on the Connell-Northern:

Auditor's No. 39970	\$14421.28
---------------------	------------

Auditor's No. 42435	39802.75
---------------------	----------

Will you please arrange to cancel these vouchers. I have prepared and sent to the President revised final estimate vouchers to take the place of the above.

Yours truly,

Chief Engineer.

Copy G J Mayer.

Copy on file 3970

Northern Pacific Railway Company

7869

IN YOUR REPLY PLEASE

REFER TO FILE 2

St. Paul, Minn. Jan. 10, 1911.

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



Dear Sir:-

Attached is final Estimate for grading on Connell-Adrian Line in favor of Caughren Winters Smith & Co.

The first 17 miles on the Adrian end being revised to increase same \$1749.43 to agree with the May Estimate.

This will cancel my voucher No. 383 as new voucher has been made to cover the revised estimate.

Yours truly,

Ac W. Seafall
Assistant Engineer.

HCW

JLQ
mark other estimates
on file cancelled pls reg

NORTHERN PACIFIC RAILWAY COMPANY

Mem. No. 433

To Caughren Winters Smith & Company,

Dr.

Address C/o Siems & Company,
St. Paul, Minn.

1911.

Jan. 9th.

For work performed during the months of January to August
1910 inclusive constructing C.N.Ry. Connell-Adrian Line,
under terms of contract dated June 7th 1909.

Estimate No. 12 & Final.
Work Completed Aug. 31st 1910.

89.4 Acres Clearing,	@	15.00	\$	891.00
89103 Cu. Yds. Earth Excav. Haul not to exceed 300'		.16		14702.00
210616 " " " Haul from 300 to 1000'		.20		43176.28
549692 " " " Haul not to exceed 300'		.16		90699.18
138056 " " " Haul from 300 to 1000'		.20		27686.48
93919 " Solid Rock, Haul not to exceed 1000'		.75		70439.25
111319 " Loose Rock, do		.32		35622.08
261052 " Hard Pan, do		.28		73094.56
160 " Hand Placed rip-rap,		1.50		240.00
1145985 " Overhaul,		.01		11459.85
4078 Lin. Ft. Cast iron pipe in culverts,		.50		2039.00
5105.7 Ton Miles do unloaded and hauled,		.40		2042.28
694.7 " " Vitrified pipe do		.55		382.09
754.6 Lin. Ft. do in culverts,		.50		377.25
Extra Work per Force Account,				3465.91
			\$	376317.21

Less Previous Payments, Connell Vo. No. 1	\$	6411.15
do 44		18653.89
do 62		31517.53
do 96		46052.58
do 116		35922.23
do 150		48280.93
do 177		39120.39
do 202		28816.93
do 249		36223.74

Forward, - - - \$200979.37

\$ 376317.21

*Remains final est.
calling previous
final est.*

NORTHERN PACIFIC RAILWAY CO.

VOUCHER.

Audit No. _____

Month of _____ 191 _____

\$ _____

NORTHERN PACIFIC RAILWAY COMPANY

Mem. No. 403 Cont'd.

To

Dr.

Address

Forwarded, - - - - - \$ 376317.21

Less Previous Payments, - -	Forwarded, - -	\$ 290979.37
do	Connell Vo. No. 285	39210.75
do	do 301	4574.91
		<u>334765.03</u>
		\$ 41552.18

Charge:-

File 843 (09) Connell Northern Ry. Co. Adv.

Connell-Adrian Line.

Engineering:-

A.V.P.H. & G.

\$ 6.85

Grading:-

Clearing & Grubbing,

39.00

Grading,

2010.13

B.T. & C:-

Wooden Bridges,

2299.59

Other Culverts,

.50

\$ 4356.07

Open Accounts:-

A/c Caughren Winters Smith & Co. Contract, 37196.11 \$ 41552.18

(This Voucher Cancels Voucher No. ED. 6004, Auditors No. 42435 for \$ 39,802.75)

Correct _____ Approved _____ For the General Manager

Correct _____ Approved _____ For the President

I certify that this account is duly approved by the proper officers; that the same has been examined, found correct, and is hereby audited for payment.

\$ _____ Auditor of Disbursements

Received _____ 19 __, of the NORTHERN PACIFIC RAILWAY COMPANY,

Dollars.

in full of the above account.

Witness _____

READ THIS.—The above receipt must be dated and signed by the party in whose favor this Voucher is made out, or, when signed by another party, the authority for so doing must in all cases accompany it and the receipt must NOT be cut off from the body of the Voucher.

This Voucher, when dated and signed in ink as above, becomes a SIGHT DRAFT on the Northern Pacific Railway Company, St. Paul, Minn., and may be used through bank in the same manner as a check. VOID IF ALTERED OR ERASED.

NORTHERN PACIFIC RAILWAY CO.

VOUCHER.

Audit No. _____

Month of _____ 191_____

\$ _____

Northern Pacific Railway Company

Connell, Wash. Nov. 30th 1910.

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

Dear Sir;-

Per your instructions in Spokane yesterday I went up to Winters Boomer & Hughes office and there were present Messrs. Hughes, Boomer, Woldson and Grant Smith .

There was no one point that they had any kick on the classification but want a general raise all along the line per their statement attached and allowance of 15% for blow.

That is;- for Copenhagen Bros the final estimate they were classified 57% earth. This they wanted changed to 45% earth and also be allowed 15% for blow which would give them \$4987.90 additional on this subs work and so. on

Mr. Carlson of Carlson Chindahl Co. who had the first 17 miles out of Adrian objected to the classification on the scratch work on the Adrian end, claiming that there was no earth on that end and that he should have hard pan instead of earth. He was classified on this work as follows;- 31032 yds S.R. 16% 58522 yds L.R. 30% 43360 yds H.P. 22% 52112 yds 300' Earth. 26% 11864 yds 1000' Earth 6% and 186450 yds overhaul and has been paid at rate of 34¢ per yard including the overhaul and solid rock.

Force account bills which were disallowed were sent you Oct. 21st with notation on them why they were not allowed.

There are four bills for surfacing second and third times. Those of \$60.72 and \$1108.91 during March and April were for work putting

W.L.D. "2"

the first 25 miles in an acceptable condition. They were two months getting the first 25 miles laid. The one for \$515.82 during May was for the second 25 miles and the last one of \$432.91 was for work near Adrian that was not properly put up in the first place.

The first two bills might be allowed considering the material they had to keep the track up with and the delay in getting the bridge timber so that they could have kept on and got the track off their hands as soon as possible. There was considerable complaint about not being able to get cars although we did all we could for them.

The third bill except for item noted under date of May 19th could be allowed for same reason but the last bill of \$432.91 should not be allowed unless you want to consider the poor material they had to surface with, it being mostly rock.

There are four bills for loading in the material yard and unloading at the bridge timber hauled by work train. As they were not allowed any haul on this timber they should be allowed something for handling the second time.

Bill of \$191.02 replacing track ties on bridges account bridge ties not being here. This is clearly up to them as this material was ordered Sept. 22nd and Oct. 23rd 1909.

Putting on joint tie plates \$45.38. This bill should be allowed as we didn't have the plates to put on when track was being laid. They have been allowed at contract price of 1 1/8¢ on these or \$11.50

Yours truly,

Herbert S. Saffell

Assistant Engineer.

HCW

Lowell & Matthews Proposed Change in Classification

Carlson & Chundale Sta 0 to 920.

Class. same Classification as May
Estimate - Gain -

\$ 4900.00

Copenhagen Bros. Sta 920 to 1388.

Final Estimate 57% E. Total Yardage 205554.

Changed to 45% Earth Gain

15% Blow - 196042 yds.

\$ 2047.30

\$ 2946.60

\$ 4987.90

Van Cusdale & Patrick 1385 to 1559.

Final Estimate 57% Earth Total Yardage 130516

Changed to 45% Earth - Gain.

15% Blow - 127720 yds.

\$ 1631.00

3448.00

\$ 5079.00

Cuddy Young & Son 1562 to 2110

Final Estimate 64% Earth Yards 284760

Changed to 50% Earth Gain

15% Blow - 263050 Yards

\$ 5041.00

7102.26

\$ 12143.20

Coughlin & Hodson Sta 2110 to 2478.

Final Estimate 93% Earth Yards 129886.

Changed to 70% Earth Gain

15% Blow - 129886 Yards

\$

2411.00

3506.94

\$ 5917.94

C. F. Cairns Sta 2478 to 2618

Final Estimate 93% Earth Yards 129886

Changed to 50% Earth Gain

15% Blow - 70720 Yards

2765.50

1909.44

\$ 4674.94

J. S. Connors 2618 to 2652

Final Estimate 85% Earth Total Yards 25506.

Changed to 70% Earth Gain

15% Blow 25506

38680

68868

\$ 107548

O. D. Wolfe - Sta 2764 to 3021.

Final Estimate 90% Earth Yards 150262.

Changed to 80% Earth Gain

15% Blow - 135651 Yards

135650

866264

\$ 502914

Anderson & Johnson

Final Estimate 80% Earth Yards 251538

Changed to 60% Earth Gain

15% Blow - 220350 Yards

404990

599926

\$ 1004916

\$ 53866.76

Ritzville Branch

O.D. Walfer Sta 300 to 980

Final Estimate 78% Earth 152719

Changed to 65% E - Gain

154170

O.D. Walfer Junction Mark.

Final Estimate 94% E 32850 yds.

Changed to 80% E - Gain

25% Blow 32850 yds

43000

147830 #

190830

Mike Morris Sta 59 to 300

Final Estimate 85% E. 56028 yds

Changed to 70% E. Gain

Blow 15% 56028 yds Gain

71460

151272 #

231732

Mike Mandic Sta 980 to 1366

Final Estimate 54% E. 153394 yds

Changed to 35% E - 1/3 to 1/2, 1/3 to 2R, 1/3 to 3R Gain

477568

J.L. McQuinney & Co. Sta 1366 to 2002.

Final Estimate 60% E. 263974 yds

Changed to 45% 2/3 to H.P., 1/4 to 2R, 1/4 to 3R, Gain

10% Blow 1221034 yds Gain

798600

397864 #

1196464

2250754

CONNELL NORTHERN RAILWAY.

ADRIAN-CONNELL.

A Comparative Statement of Culvert pipe as given on Engineers
"Estimate No 12 and Final" and as estimated from "Progress Profile"

Mile	Station	Vitrified Pipe		Cast Iron Pipe		Height of Bank	Estimated No. Pcs.	
		Per Final Est.	AS Estimated from Profile	Per Final Estimate	AS per Profile			
4	209 +20	25.0 ft.	25.0 ft.			3'	10-2.5'	
6	265+80	35.0 "	35.0 "			7'	14-2.5'	
7	355+10	30.0 "	30.0 "			5'	12-2.5'	
8	372+00	27.5 "	30.0 "			5'	12-2.5'	
9	444+85	32.5 "	32.5 "			6'	13-2.5'	
9	467+00	32.5 "	32.5 "			6'	13-2.5'	
13	647+90	27.5 "	30.0 "			5.5'	12-2.5'	
13	666+70	27.5 "	27.5 "			4.5'	11-2.5'	
17	847+00	55.0 "	60.0 "			5'	24-2.5'	Two rows pipe.
18	899+10	42.5 "	45.0 "			10'	18-2.5'	
18	935+75			48.0 ft.	48.0 ft.	10'	4-12.0'	
20	1020			36.0 "	48.0 "	10'	4-12'	
21	1082			120.0 "	132.0 "	17.0'	10-12'	Two rows pipe.
21	1106+70			78.0 "	78.0 "	20.0'	6-12'	
22	1132+70			120.0 "	120.0 "	14.0'	10-12'	Two rows pipe.
22	1154+60			168.0 "	156.0 "	16'	12-12'	Two rows pipe; Main line and siding
23	1200			144.0 "	144.0 "	18'	12-12'	Two rows pipe.
24	1257+10	45.0 "	45.0 "			10'	18-2.5'	
25	1301+75			48.0 "	48.0 "	11'	4-12'	
25	1327+50			78.0 "	78.0 "	20'	6-12'	
26	1354			67.0 "	60.0 "	15'	5-12'	
27	1418+60	27.5 "	27.5 "			4'	11-2.5'	
28	1466			102.0 "	102.0 "	29'	8-12'	
29	1500+30			110.0 "	96.0 "	11'	8-12'	Two rows pipe.
29	1512+05			55.0 "	48.0 "	10.5'	4-12'	
31	1613+99	95.0	95.5 "			11'	19-2.5'	Two rows pipe.
32	1662+00	50.0	47.5 "			11'	19-2.5'	
33	1708+50			84.0 "	78.0 "	20.5'	6-12'	
33	1716+03			120.0 "	120.0 "	15'	10-12'	Two rows pipe.
33	1735+96			192.0 "	192.0 "	25.5'	16-12'	Two rows pipe.
33	1751+09			60.0 "	72.0 "	18'	6-12'	
34	1768+16			72.0 "	60.0 "	15'	5-12'	
34	1778+00			60.0 "	60.0 "	15'	5-12'	
34	1790+52			72.0 "	72.0 "	18'	6-12'	
35	1824+40			156.0 "	156.0 "	20'	12-12'	Two rows pipe.
36	1866+50	32.0	32.5 "			6'	13-2.5'	
39	2021+23			66.0 "	66.0 "	16'	5-12'	
41	2146+60			120.0 "	120.0 "	14'	10-12'	Two rows pipe.
42	2182+40			60.0 "	60.0 "	14'	5-12'	
42	2196+60	35.0	35.0 "			6.5'	14-2.5'	
44	2305+85			42.0 "	36.0 "	7'	3-12'	
45	2379+20	47.5	47.5 "			11'	19-2.5'	
47	2453+75			192.0 "	192.0 "	26'	16-12'	Two rows pipe.
47	2481+50			204.0 "	204.0 "	29'	16-12'	" " "
48	2531+95	42.5	45.0 "			10'	18-2.5'	
49	2548+93	45.0	42.5 "			9'	17-2.5'	
49	2564+04			42.0 "	42.0 "	9'	3-12'	
50	2601+11			168.0 "	168.0 "	22'	14-12'	Two rows pipe.
55	2884			48.0 "	48.0 "	9.5'	4-12'	
56	2956			48.0 "	42.0 "	8.5'	3-12'	
57	2985+50			180.0 "	180.0 "	13.5'	15-12'	Three rows pipe.
58	3029+			102.0 "	102.0 "	29'	8-12'	
	3066+50			252.0 "	144.0 "	43'	12-12'	
60	3130				192.0 "	58'	16-12'	
	3154				96.0 "	27'	8-12'	
	3162				90.0 "	25'	7-12'	
	3173				102.0 "	29'	8-12'	
	3176			606.0 "	84.0 "	23'	7-12'	
61	3206			60.0 "	60.0 "	15'	5-12'	
Totals		754.5	765.5 "	4078.0 "	3996.0 "			
Differences.			11.0 "	82.0 "				

St. Paul, Oct. 26, 1910.

2869
REG R

Saint Paul, October 25th, 1910..

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Washington.

Dear Sir:-

Will you please furnish copy of form 94
covering final estimate in favor of Caughren, Winters,
Smith & Company for grading on Connell-Adrian Line.
You omitted to send usual copies for my files. I return
your copy of extra bills which appear to have been sent
to this office by inadvertence.

Yours truly,

Chief Engineer.

Encl.

383

Caughren Winters Smith & Co.

B.D. No.

6004

C/o Siems & Co.

St. Paul, Minn.

1910.

Aug. 31st.

For work performed during the months of January to August 1910 inclusive constructing C.N.Ry. Connell-Adrian Line, under terms of contract dated June 7, 1909.

Estimate No. 12 & Final.

Work Completed Aug. 31st 1910.

59.4 Acres Clearing,	@ \$15.00	\$ 891.00
89203 Cu Yds. Earth Excav. Haul not to exceed 300'	.16	14718.50
82910 " Solid Rock, do 1000'	.75	69682.50
80232 " Loose Rock, do 1000'	.32	25676.16
292536 " Hard Pan, do 1000'	.28	81910.08
210924 " Earth Excav. Haul from 300' to 1000'	.30	43239.42
135056 " Emb'k't. do 300' to 1000'	.30	27686.48
550044 " " Haul not to exceed 300'	.16	90757.26
1145985 " Overhaul,	.01	11459.85
160 " Rip-rap, hand placed,	1.50	240.00
4078 Lin Ft. Cast iron pipe in culverts,	.50	2039.00
5105.7 Ton miles do unloaded and handled,	.40	2042.28
694.7 " Vitrified pipe do	.55	382.09
754.5 Lin Ft. do in culverts,	.50	377.25
Extra Work per Force Account,		3465.91
		<u>\$ 374567.78</u>

Less Previous Payments, Connell Vo. No. 1 \$ 6411.15

do	44	18653.89
do	62	31517.53
do	96	46052.58
do	116	35922.23
do	150	48260.93
do	177	39120.39
do	202	28816.93
do	249	36223.74
do	285	39210.75
do	301	4574.91

\$ 334765.03

Forward, - - - \$ 39802.75

*Cancelled
Revised
Jan 11/9/11*

*COPY
7869*

383 Cont'd.

D. No.

6004

Forwarded, - - - - - \$ 39,802.75

Charge:-

File 843 (09) Connell Northern Ry. Co. Adv.

Connell-Adrian Line.

Engineering:-

A.V.F.E. & G.

\$ 6.85

Grading:-

Clearing & Grubbing,

39.00

Grading,

260.70

B.T. & C:-

Wooden Bridges,

2299.59

Other Culverts,

.50

OPEN ACCOUNTS:-

A/c. Caughren Winters Smith & Co. Contract. 37186.11 \$39,802.75

COPY,

383

Caughren, Winters, Smith & C.,
C/o Siems & Company,

St. Paul, Minn.

ED No. 6004.
1910..

August 31st. For work performed during the months of January to August 1910 inclusive constructing C. R. Ry. Connell-Adrian Line, under terms of contract dated June 7th, 1909.

Estimate No. 12 & Final.
Work completed Aug 31st 1910..

59.4 Acres Clearing,	@ \$15.	\$891.00
89203 cu yds Earth Ex. Haul not to ex 300'	.16½	14718.50
92910 " Solid rock do 1000'	.75	69682.50
80238 " Loose rock, do 1000'	.32	25676.16
292536 " Hard pan, do 1000'	.28	81910.08
210924 " Earth Ex. Haul from 300' to 1000'	.20½	43239.42
135055 " Emb. do 300' to 1000'	.20½	27686.48
550044 " " " not to ex 300'	.16½	90757.26
1145985 " Overhaul	.01	11459.85
160 " riprap hand placed,	1.50	240.00
4078 Lin ft Cast iron pipe in culverts	.50	2039.00
5105.7 Ton miles Iron pipe unloaded and handled	.40	2042.28
694.7 " " vitrified pipe "	.55	382.09
754.5 lin ft. do in culverts	.50	377.25
Extra work per force account,		3465.91
		<u>\$374567.78</u>

Dess previous payments, Connell Vo. No. 1	\$6411.15	
do 44	18653.89	
do 62	31517.53	
do 96	46052.58	
do 116	35922.23	
do 150	48260.93	
do 177	39120.39	
do 202	28816.93	
do 249	36223.74	
do 285	39210.75	
do 301	4574.91	334765.03

Forward,

\$ 39802.75

COPY,

383 Cont'd.

Forwarded, - - - - - \$39,802.75

Charge:-

File 843 (09) Connell-Northern Ry. Co. Adv.,
Connell-Adrian Line.

Engineer:-

A. V. F. E. & G.

\$6.85

Grading:-

Clearing and grubbing,

39.00

Grading,

260.00

B. T. & C.

Wooden bridges,

2299.59

Other culverts,

.50

OPEN ACCOUNTS:-

A/C Caughren Winters Smith & Co Cont.

37196.11

\$39,802.75

NORTHERN PACIFIC RAILWAY COMPANY. ⁷⁸⁶⁴

Mem. No.

383

To

Caughren Winters Smith & Co.

Dr.

Address C/o Siems & Co.
St. Paul, Minn.

1910.

Aug. 31st.

For work performed during the months of January to August 1910 inclusive constructing C.H. Ry. Connell-Adrian Line, under terms of contract dated June 7, 1909.

Estimate No. 12 & Final.

Work Completed Aug. 31st 1910.

59.4 Acres Clearing,	@	\$15.00	\$	891.00	
89203 Cu Yds. Earth Excav. Haul not to exceed 300'		.16		14718.50	
92910 " Solid Rock,	do	1000'	.75	69682.50	
80238 " Loose Rock,	do	1000'	.32	25676.16	
292536 " Hard Pan,	do	1000'	.28	81910.08	
210924 " Earth Excav. Haul from 300' to 1000'		.20		43239.42	
135056 " Emb'k't. do 300' to 1000'		.20		27686.48	
550044 " " Haul not to exceed 300'		.16		90757.26	
1145985 " Overhaul,		.01		11459.85	
160 " Rip-rap, hand placed,		1.50		240.00	
4078 Lin Ft. Cast iron pipe in culverts,		.50		2039.00	
5105.7 Ton miles do unloaded and handled,		.40		2042.28	
694.7 " Vitirified pipe do		.55		382.09	
754.5 Lin Ft. do in culverts,		.50		377.25	
Extra Work per Force Account,				3465.91	
				<u>\$ 374567.78</u>	

Less Previous Payments, Connell Vo. No. 1 \$ 6411.15

do	44	18653.89	
do	63	31517.53	
do	96	46052.59	
do	118	35922.23	
do	150	48260.93	
do	177	39120.39	
do	202	28816.93	
do	249	36223.74	
do	285	39210.75	
do	301	4574.91	
		<u>\$ 334765.03</u>	

Forward, - - - - \$ 39502.75

NORTHERN PACIFIC RAILWAY CO.

VOUCHER.

Audit No. _____

Month of _____ 190__

Downloaded from <http://ajphaphysocpharm.sagepub.com/> at 10:06 11 November 2014

.....

NORTHERN PACIFIC RAILWAY COMPANY.

Mem. No. 383 Cont'd.

To

Dr.

Address

Forwarded, - - - - - \$ 39,802.75

Charge:-

File 843 (09) Connell Northern Ry. Co. Adv.

Connell-Adrian Line.

Engineering:-

A.V.F.E. & C.

\$ 6.85

Grading:-

Clearing & Grubbing,

39.00

Grading,

260.70

B.T. & C:-

Wooden Bridges,

2299.59

Other Culverts,

.50

OPEN ACCOUNTS:-

A/c. Caughren Winters Smith & Co. Contract. 37196.11 \$39,802.75

Correct _____

Approved _____

For the General Manager

Correct _____

Approved _____

For the President

I certify that this account is duly approved by the proper officers; that the same has been examined, found correct, and is hereby audited for payment.

Auditor Disbursements.

\$ _____ Received _____ 190 _____, of the NORTHERN PACIFIC RAILWAY COMPANY,

_____ Dollars,
in full of the above account.

Witness _____

READ THIS.—The above receipt must be dated and signed by the party in whose favor this Voucher is made out, or, when signed by another party, the authority for so doing must in all cases accompany it and the receipt must NOT be cut off from the body of the Voucher.

This Voucher, when dated and signed in ink as above, becomes a SIGHT DRAFT on the Northern Pacific Railway Company, St. Paul, Minn., and may be used through bank in the same manner as a check. VOID IF ALTERED OR ERASED.

TREASURER.

VOUCHER.

Audit No. _____

Month of _____ 190_____

[illegible]

Northern Pacific Railway Company

3444
3412 3410
3415
OFFICE OF
CHIEF ENGINEER
AUG
12
1910
NOR. PAC. RY.
ST. PAUL - MINN.

Connell, Wash. August 8, 1910.

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

Dear Sir;-

Referring to your letter of the 5th to Mr. J.D. Koren regarding expense bill covering shipment of outfit from Connell to Trent and for us to stand expense as far as Spokane.

We have received outfits from Mandan and LoLo work. Should they not stand their portion of the expense.

It has always been my understanding when outfit is shipped to another piece of work that they stand all these charges.

Yours truly,

W. Westfall
Assistant Engineer.

Dict.
HCW

7869
St. Paul, August 5, 1910.

REG-W

Mr. J. D. Koren,
Division Engineer,
Spokane, Washington.

Dear Sir:

Referring to your letter of July 26th,
and returning letter of July 23rd from Mr. Westfall,
and expense bill attached, covering shipment of
outfit from Connell to Trent: The Connell-Northern
should stand the freight charges on the shipment
of this outfit back to Spokane, and the expense
bills should be handled on this basis.

I have sent a copy of this letter to Mr.
Westfall as his authority to so handle.

Yours truly,

Enc.
Copy Mr. H. C. Westfall.

Chief Engineer.

Northern Pacific Railway Company.

WLD R

At Tacoma, August 1st, 1910..

Mr. Gemmell:

Think the Connell-Northern should stand
the shipments back to Spokane after outfit was used
on that work.

W. L. Darling.

Northern Pacific Railway Company

St. Paul, July 29, 1910.

REG-W

MEMORANDUM

Mr. Darling:

The attached file refers to freight charges on an outfit which had been used on the Connell Northern and shipped from Connell to Trent to be used on Yardley second track: Mr. Koren claims the Connell work should pay the charges back to Spokane and the Yardly work the charges, Spokane to Trent, while Mr. Westfall claims the receiving job should stand the whole charge. If the outfit was not used elsewhere the original work--Connell Northern in this case--would have to stand the return charges to point of original shipment. But if ~~an~~ outfit had not been returned to Spokane after completion of the Connell work, but left at Connell and then shipped to Yardley, the Yardly work would have had to stand the cost of shipping the outfit in. Moreover, the outfit from Connell might have been shipped in the other direction. It would seem that the receiving job should stand the charge of shipping outfit onto it. The fact that the outfit had been used on other N. P. work does not appear to be a material factor.

Enc.

R. E. Gemmell.

3285
COPY
St. Paul, July 29, 1910.

REG-W

MEMORANDUM

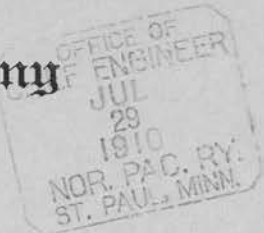
Mr. Darling:

The attached file refers to freight charges on an outfit which had been used on the Connell Northern and shipped from Connell to Trent to be used on Yardley second track: Mr. Koren claims the Connell work should pay the charges back to Spokane and the Yardly work the charges, Spokane to Trent, while Mr. Westfall claims the receiving job should stand the whole charge. If the outfit was not used elsewhere the original work--Connell Northern in this case--would have to stand the return charges to point of original shipment. But if no outfit had not been returned to Spokane after completion of the Connell work, but left at Connell and then shipped to Yardley, the Yardly work would have had to stand the cost of shipping the outfit in. Moreover, the outfit from Connell might have been shipped in the other direction. It would seem that the receiving job should stand the charge of shipping outfit onto it. The fact that the outfit had been used on other N. P. work does not appear to be a material factor.

Enc.

R. E. Gemmell.

Northern Pacific Railway Company



Spokane, Wash., July 26th, 1910.

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

Dear Sir:-

I enclose herewith freight bill covering charges on graders outfit from Connell to Trent. This outfit was used on Connell Northern, and I sent same to Mr. Westfall asking him to certify to charges from Connell to Spokane, as this covered return of shipment used on that work. He has returned same to me as per letter attached and states that he believes all charges should be made against File 813, Mile Post 73 to Yardley second track. With return of way bill will you please advise me with regard to this.

Yours truly,

J. D. Koenig

Division Engineer.

hrg-tca

3 4 7869
St. Paul, July 21, 1910.

Messrs Siems & Company,
St. Paul, Minnesota.

Gentlemen:

I hand you herewith copy of message of
July 20th from Mr. H. C. Nutt in regard to summons *of and*
complaint in the suit of Geo. Knaxeovich et al vs
the Connell Northern, claiming \$5000 due for work
done for Sub-Contractor Nick Mandic and asking for lien.

Will you please take the matter up with
Caughren, Winters, Smith & Company and see that the
Company's interests are protected?

✓ Yours truly,

Enc.

Chief Engineer.

BY SC AN

PINK PINK

Tacoma July 20, 1910

151 C. W. Bunn

152 W. L. Darling

153 C. A. Clark

Have just been served with summons and complaint in suit of Geo. Knaxeovich et al vs connell Northern Ry. claiming 5000.00 due them for work done for Sub contractor Nick Mandie and asking for lien for above amount and attorneys fees of 1250. Attorney for plaintiff Carl W. Swanson No. 500 Kuhn Building Spokane, papers to Mr. Cannon this P.M.

H. C. Nutt----8:52PM



FORM 1350

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

July 13, 1910

TO

H C Westfall,

AT

Connell

Please advise if there will be an estimate

~~of~~ Caughren, Winters, Smith & Co. for grading for June.

W L Darling

7861
~~3355~~
St. Paul, June 14, 1910,

LAM-W

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Washington.

Dear Sir:

Please refer to distribution of your voucher
No. 303 in favor of Caughran, Winters, Smith & Co.,
amount \$17775.38. You have charged \$2.46 to track
fastenings and other material, should be \$3.46.

Your voucher has been so corrected. Will
you please change your records?

Yours truly,

Chief Engineer.

2569 COPY.

St. Paul, May 28, 1910.

LAM-W

Mr. H. C. Westfall,

Ass't. Engr., Connell, Wash.

Dear Sir:

All vouchers in favor of contractors should
be sent in duplicate.

Will you please furnish copy of your Voucher
No. 274 in favor of Caughren, Winters, Smith & Co?

Yours truly,

Enc.

Chief Engineer.

2869
COPY.

St. Paul, Minn., May 11th, 1910.

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Wash.

Dear Sir:

Some time ago I wrote you a circular letter stating that distribution should be shown after each item on Form #108, with the exception of extra bills, and that the distribution should be shown on the face of each extra bill.

On your April estimate you have shown the distribution on the extra bills, but distribution is not noted *for* each item on form #108.

Will you please send me copies of Form #108 covering all of your April estimates, showing distribution as requested.

Yours truly,

Chief Engineer.

COPY:

2869

St. Paul, Minn., May 10th, 1910.

MEMORANDUM.

Mr. R. E. Gemmell:

Referring to extra bills amounting to \$3,362.04 in connection with the attached voucher.

You will note there are several bills covering labor and material furnished during the months of February and March.

The contract states that all claims for extra work or material furnished must be presented to the engineer for allowance at the close of the month in which the work shall have been done, or material furnished; otherwise all claims therefor shall be deemed absolutely waived.

The first 3 bills amounting to \$142.70, \$29.98 and \$381.84 are explained by Mr. Westfall's letter of ~~May~~ 6th attached.

The 3 bills amounting to \$67.88, \$72.05 and \$71.50 covering salary of Time Keeper in material yard: You will note that the contractor charges the railway company with 2/3 of the time keeper's time.

Bills amounting to \$161.49, \$108.65, \$105.81 and \$175.64 covering transferring rails and ties: These bills do not give sufficient information. If the material was transferred in the material yard, I presume the charges are O. K., but if this covers the transfer of some material on the line from one

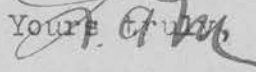
point to another, they are not proper charges against the railway company.

Bills amounting to \$778.03, \$428.89 and \$161.26 covering unloading material: These bills do not give sufficient information. If the material was unloaded in the material yard, the charges are O. K., but if material was unloaded in the front, they are not proper charges against the railway company.

The last 2 bills amounting to \$5.94 and \$11.11, unloading switch material and bridge material: I do not understand why the railway company should pay these bills. It looks like work which should be done at contractor's expense.

Item for \$55.69, laying derail switch: If this derail switch was put in for the use of the contractor, I do not think the railway company should pay the bill.

All figures on the estimate are O. K. and voucher is ready to put through, with the above exceptions.

Yours truly,




Form 1386

2 869

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
				M.		M.			M.		

FROM

TO

DATED

121-sf-n-m---326p.

AT

W.L. Darling,

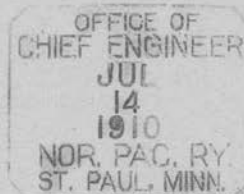
Connell July 13, 1910.

NP.

No more grading estimate until final expect to have finalized last of Month.

H.C. Westfall.

*Noted
Lam 7/14*



COPY.

St. Paul, May 7, 1910.

REG-W

Mr. H. C. Westfall,

Ass't. Engr., Connell, Wash.

Dear Sir:

I hand you herewith file containing bill of the Great Northern, No. 4281, for \$711.45, freight charges on three cars graders outfit consigned to Carlson & Chindahl Company, which moved over the Great Northern from Seattle: It appears that the contractors were not at fault as the shipments were properly billed. It will therefore be necessary for us to voucher the bill for freight charges.

Will you please handle accordingly?

Yours truly,

Enc.

Chief Engineer.

St. Paul, May 7, 1910.

COPY.

REG-W

Mr. William Richards,

Auditor Freight Receipts.

Dear Sir:

Referring to your letters of February 16th and March 15th, I am returning all papers concerning shipment of horses for Carlson & Chindahl from Cosmopolis to Adrian via Seattle and the G. N. Ry. The matter was held up pending investigation as to who was at fault in shipping this way. It has been found that the contractors billed the shipments properly, and I am arranging to have the bill for the G. N. charges vouchered.

In regard to the enclosed bill for \$6.65, for undercharges on the N. P.: Bill should be made against the construction work--Connell Northern Railway Co. Connell to Adrian.

Will you please handle accordingly?

Yours truly,

Enc.

Chief Engineer.

COPIES

St. Paul, May 7, 1910.

R_mG-W

Mr. W. S. Taylor,
Auditor Agencies.

Dear Sir:

Referring to your letters of March 19th and April 2th concerning bill of the Great Northern for \$711.45, freight charges on three cars graders outfit consigned to Carlson & Chindahl which moved over the Great Northern from Seattle to Adrian: The matter has been investigated and the contractors found not to be at fault as the shipments were properly billed.

I have, therefore, forwarded the bill to Assistant Engineer H. C. Westfall for voucher.

Yours truly,

Chief Engineer.

WLD R

2829
COPY

At Tacoma, May 1st, 1910..

Mr. William Richards,

Auditor Freight Receipts.

Dear Sir:-

Referring to your letter of the 26th ult.

File E 79796. As I understand it the Interior Warehouse Company sold this hay to the Washington Water Power Company, and after the hay had reached Spokane it was bought by Caughren, Winters, Smith & Company. Under the conditions Caughren, Winters, Smith & Company are entitled to transportation from Spokane to the work only and not from Lenore to Spokane.

Yours truly,

Chief Engineer.

Encl.

Northern Pacific Railway Company

St. Paul, April 27, 1910.

REG-W

MEMORANDUM

Mr. Darling:

Referring to attached papers covering claim of the Interior Warehouse Company for refund of \$96.93, freight charges on two cars of hay from Lenore to Spokane.

The facts appear to be that the warehouse company sold this hay to the Washington Water Power Co. at Spokane. When the hay reached Spokane the Washington Water Power Company refused it and it was purchased by Caughren, Winters, Smith & Co. and sent to Connell. There does not appear to be any reason why the Connolly Northern Railway Company should pay the charges from Lenore to Spokane.

R. E. GEMMELL.

Enc.

2869

CONNELL NORTHERN RAILWAY COMPANY

~~NORTHERN PACIFIC RAILWAY COMPANY~~

Date. ~~Agreement~~, made the Seventh day of June, A. D. 1909, between the ~~NORTHERN PACIFIC RAILWAY COMPANY~~, hereinafter for brevity called the "Company," and James A. Caughren of Sauk Center, Minnesota, Martin Woldson, Wilhelm Winters, H. H. Boomer, J. J. Hughes of Spokane, Washington, Grant Smith, E. V. Hauser and W. E. Hauser of St. Paul, Minnesota, comprising the firm of Caughren, Winters, Smith & Company.

Parties.

hereinafter for brevity called the "Contractor," WITNESSETH:

Work. The Contractor agrees to furnish all labor, services and material for, and complete and finish, in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction of the Chief Engineer of the Company, and in the manner and within the time hereinafter specified, and according to the specifications hereto annexed and made a part of this contract, all the work for which prices are hereinafter specified in connection with the grading of the line known as the "Connell to Adrian Line", commencing at Connell and extending northerly to Adrian, a distance of sixty-one miles, more or less;

including such other and extra work as may be required by the said Chief Engineer.

Definition of terms. Where the word "Engineer" occurs in this contract, or specifications attached hereto, it refers to the Engineer of the Company in charge, for the time being, of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep crossings open and safe. The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter and amend said roads and approaches whenever required by the Company's Engineer.

Date of completion. The work is to be commenced immediately and completed on or before the first day of March, 1910.

Sub-contracts. The work shall be performed under the personal supervision of the Contractor, and 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 Chief Engineer to every such assignment or sub-contract.

Complying with instructions. The Contractor will in all things conform to the instructions of the Engineer and his duly appointed assistants.

Remedy faulty work. All imperfect or insufficient work or material shall be immediately remedied when pointed out, and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject 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 Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.

No liquors. The Contractor will not bring or permit to be brought onto the line of railroad, or anywhere on or near the work, spirituous or other intoxicating liquors, and if any foreman, laborer or other employe of his, or of any sub-contractor, shall in the opinion of the Engineer be intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall, on request of the Engineer, be forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.

Extra work and bills therefor. No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, and all claims for extra work or material must be presented to the Engineer for allowance at the close of the month in which the work shall have been done or material furnished, otherwise all claim therefor shall be deemed absolutely waived.

Work when and where directed. The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer shall from time to time direct.

Arbitration. To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.

Prices for
work.

The prices to be paid by the Company for the work are as follows:

Embankment, - - - - -	Haul not to exceed 300 feet—per Cubic Yard	Sixteen & 1 Cent	.16
Embankment, - - - - -	" from 300 to 1000 " " " "	Twenty & 1 " "	.20
Earth Excavation, - - - - -	" not to exceed 300 " " " "	Sixteen & 1 " "	.16
Earth Excavation, - - - - -	" from 300 to 1000 " " " "	Twenty & 1 " "	.20
Hard Pan, - - - - -	" not to exceed 1000 " " " "	Twenty-eight " "	.28
Loose Rock, - - - - -	" not to exceed 1000 " " " "	Thirty-two " "	.32
Shell Rock, - - - - -	" not to exceed 1000 " " " "	Twenty-five " "	.25
Solid Rock, - - - - -	" not to exceed 1000 " " " "	Seventy-five " "	.75
Solid Rock Borrow, - - - - -	" not to exceed 1000 " " " "	Fifty " "	.50
Rip Rap, Loose, - - - - -	" not to exceed 1000 " " " "	One & 25/100 Dollars	1.25
Rip Rap, Hand Placed, - - - - -	" not to exceed 1000 " " " "	One & 50/100 Dollars	1.50
Any of the above named materials hauled { per cubic yard more than 1000 feet - - - - - { per each 100 feet additional }		One Cent	.01
Clearing, - - - - -	per Acre,	Fifteen Dollars	15.00
Grubbing, - - - - -	per Square Rod,	One & 50/100 Dollars	1.50
Cross Ties, - - - - -	per Tie,		
Wrought Iron and Spikes in Structures, - - - - -	per Pound,		
Cast Iron in Structures, - - - - -	per Pound,		
Timber and Plank except in Culverts, - - - - -	per M. Ft. B. M.,		
Piling Cut Off, - - - - -	per Lineal Foot,		
Piling Driven, - - - - -	per Lineal Foot,		
Square Timber in Culverts, - - - - -	per M. Ft. B. M.,		
Flatted Timber in Culverts, - - - - -	per Lineal Foot,		
Rubble Masonry, - - - - -	per Cubic Yard,		
Slope Wall, - - - - -	per Cubic Yard,		
Concrete, - - - - -	per Cubic Yard,		
Cutting down and removing trees out- side of clearing limits, per tree,		Twenty-five Cents	.25
Cast Iron Pipe, in place in culverts, per lineal foot,		Fifty Cents	.50
Cast Iron Pipe, unloading from cars or boats and hauling to culvert sites,		per ton per mile, Forty Cents	.40

Price for extra
work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Approximate estimates of the work done are to be made at the end of each calendar month by the Engineer, or his assistants, and payments thereon are to be made by the Company on or about the fifteenth day of the next ensuing month, less all previous payments, and less ten per centum of the amount of every such monthly estimate; which percentage shall be retained until the complete performance of this contract, as security for such performance.

Payments.

Retained per-
centage.

Stopping work.

Whenever in the opinion of the Company it shall be necessary or expedient for it that the work, or any portion of it, should be stopped, or that the force employed should be diminished, the Company may stop work, or diminish the force, and the Contractor shall have no claim for damage by reason thereof; but he shall stop the work, or reduce the force as the Company may in writing direct, which writing shall be signed by the Chief Engineer, and shall be delivered to the Contractor, or in case of his absence, to some person on the work representing him, at least **ten (10)** days prior to such required stoppage or reduction.

Accelerating
work.

If at any time the Contractor shall not, in the opinion of the Chief Engineer, be progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, he may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the said Engineer may declare this contract terminated; and in such case the amount of moneys which may then remain unpaid and would otherwise be payable to the Contractor, including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work, and the cost thereof shall be charged to the Contractor.

Retained per-
centage for-
feited.

Power to cancel
contract.

If the Contractor shall at any time fail to perform any agreement herein contained, the Company may cancel and annul this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished, and to retain all moneys which may then be unpaid.

Contractor to
pay all laborers.

The contractor will promptly pay all laborers and others in his employ, as their pay falls due, and promptly pay as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so, the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay, each month, the laborers and all others employed on the work, and the said supply and material bills. Before final settlement is made, the Contractor shall furnish satisfactory evidence to the Company that the work is free and clear from all liens for labor or materials, and that no claim exists out of which a lien may grow.

Contractor to pay damages to crops, etc.
Retention of claims from final estimate.

Temporary suspension.
Extension of time.

Total suspension.

Insurance.

Final estimate.
Time of payment of final estimate and retained percentage.
Release.

Contractor's base of information.

Right reserved to change line of R. R.

Transportation.

Execution.

The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work, and all damages by fire started from the right of way, except the damage to real estate necessarily involved in the work. When the final estimate is made, if there shall be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed, together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied, when the remainder shall be paid over to the Contractor.

If the work be materially delayed by reason of, or from want of, location or staking out the line, or securing the right of way, or from any act or neglect of any agent or employe of the Company, the time for completion shall be extended for a period equal to such delay; the Contractor shall have no further or other claim upon account of such delay. He must make claim in writing for such extension to the Engineer at the time of such delay, stating the occasion and nature thereof, and failing so to do, his right to extension shall be deemed waived.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The operation by the Company 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. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and a statement of the balance unpaid; and the Company will within sixty days thereafter pay the full amount so found unpaid. The Contractor will at final payment execute, acknowledge and deliver to the Company under his hand and seal, a valid discharge from all claims and demands growing out of or connected with this contract.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quality, location or nature of the work to be performed. But if in any case the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

The Company will furnish free transportation over its own and its proprietary lines, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, for all men, tools, outfit, equipment and material actually used in the work.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer, and the Contractor has hereunto set his hand and seal.

Witnesses as to the Company.

P. F. Thian,

Witnesses as to the Contractor.

C. H. Siems,

Connell Northern Railway Co.,
NORTHERN PACIFIC RAILWAY COMPANY,

By W. L. Darling,
Chief Engineer.

Caughren, Winters, Smith & Co. (SEAL)

By: Grant Smith, (SEAL)

General Specifications Referred to in the Foregoing Contract

GRADING

1st. Under the head of Excavation shall be included all excavations required for the formation of a roadbed for a single track and turn-outs, and for the preparation of depot grounds, sites for water stations, etc., which shall be required by the Engineer, the digging of all ditches, cutting new channels for streams, preparing foundations, the altering of all highways or private roads and all excavations in any way connected with or incidental to the construction of the railroad, and the expense of hauling and depositing the same in embankments wherever required.

2nd. Under the head of embankments shall be included all embankments for any of the purposes mentioned in the first specification not formed from excavations taken from the prism of the road, or other necessary excavations.

3d. The ground set apart for the railroad must be cleared to the boundary line of the company's lands, as the same shall be designated by the Engineer; and from the space required for the roadbed and its necessary slopes and side drains, and from the surface of borrow-pits, all trees, brush, stumps and other vegetable matter shall be cut off or grubbed up, and, together with logs, brush, wood and fences of every description, shall be burned or removed from the ground, as the Engineer may direct, so as not to injure the adjoining lands, nor to obstruct the lines for the fences of said railroad. When the embankments exceed three feet in height, it will only be required to cut the trees, stumps and brush close to the ground; but when less than two feet in height the trees, stumps, brush and other vegetable matter found within the slope stakes must be grubbed up and removed beyond the limits of the embankment.

GRUBBING—The area within the limits of slope stakes, whenever grubbing shall have been done thereon by the contractors, shall be estimated only upon cuts up to three feet in depth, and under embankments of two feet in depth, and upon uniform ditches whenever ordered.

It shall be done and estimated by the cubic yard, and the material borrowed for embankment, and shall be comprised under the head of LOOSE ROCK, SOLID ROCK, and GRAVEL. Gravel and all hard material shall be reasonably plowed, and

all earthy matter or earth containing loose stone or boulders intermixed, and all other material that does not come under the classification of hard pan, loose rock, solid rock, shell rock and solid rock borrow.

HARD PAN—Will include material, not loose or solid rock, that cannot, in the opinion of the Chief Engineer, be reasonably plowed, on account of its own inherent hardness.

LOOSE ROCK—Will include all stone and detached rock, found in separate masses, containing not less than one cubic foot, nor more than one-half cubic yard, and all slate or other rock, soft or loose enough to be removed without blasting, although blasting may occasionally be resorted to.

SHELL ROCK EXCAVATION—Will include all deposits composed entirely of rock in masses of less than one cubic foot which have been broken off from the cliffs above the roadbed, but will only be estimated when in large deposits.

SOLID ROCK—Will include all rock in place, and boulders measuring one-half cubic yard and upwards, in removing which it is necessary to resort to drilling and blasting.

SOLID ROCK BORROW—Shall consist of solid rock, according to above classification, excavated outside of the regular cross sections of the cuts for the roadbeds, and placed and measured in embankment.

RIP RAP

5th. Rip rap will be of two kinds, as determined by the Engineer—loose and hand placed.

LOOSE RIP RAP—Will consist of stone of such sizes as may be approved by the Engineer, and shall be deposited by throwing on slopes of embankment, to such heights and thickness as the Engineer may direct.

HAND PLACED RIP RAP—Shall consist of stone of such sizes and shape as may be approved by the Engineer, and shall be laid by hand on prepared slopes of such embankment as may be designated, and to such stakes as may be given by the Engineer. Care shall be taken that the largest stones are placed at the bottom of the slopes (in an especially prepared trench, if necessary), and, as far as practicable, the size of the stone shall decrease from the bottom to the top of the rip rap. Each stone shall be so placed that it shall rest on the slope of the embankment, and not wholly on the stone below, and, wherever so directed by the Engineer, it shall be thoroughly hammered or driven into its place. The outer face of

all hand placed rip rap will be made as smooth as the shape and size of the stone will permit.

The price per cubic yard for rip rap will include haul of stone up to 1,000 feet, and where stone for same is taken from excavations on the line of roadbed, no overhaul will be allowed for the same, excepting as rip rap.

6th. The width of the road at the grade line shall be from _____ to _____ feet in excavation, and _____ feet on embankment, or as the Engineer may direct. The slopes in the rock cuttings shall be generally one horizontal to five perpendicular, and in earth cuttings and embankments one and one-half horizontal to one perpendicular; but, whenever deemed necessary, the slopes shall be formed in such a manner as the Engineer may prescribe. The materials composing the embankments must be entirely imperishable, and wherever the natural surface upon which the embankment is to be placed is of such a nature as, in the opinion of the Engineer, would impair the stability or usefulness of the embankment, it shall be removed to such width and depth as the Engineer may direct, and the material so removed, disposed of according to the directions of the Engineer. Whenever the site of an embankment is covered with snow sufficiently deep to impair the utility of the work, in the Engineer's opinion, the same must be removed and deposited beyond the slope stakes. Work of this nature shall always be at least 100 feet in advance of the embankment. In all cases wherever the Engineer may deem such a course necessary, the cuttings shall be made from one and one-half to two feet below grade, and the embankment kept the same distance below grade; and whenever clean sand or gravel, or other material deemed proper for a roadbed, can be obtained within one thousand feet of the place of deposit, the same shall be procured by the Contractor, when required by the Engineer, and deposited as the Engineer may direct, and such work shall be estimated and paid for at the same price per cubic yard as other embankments upon the section. In cases where such sand or gravel cannot be obtained within one thousand feet of the place of deposit, the Engineer may require the same to be hauled any specified distance, in which case the contractor would be entitled to an additional remuneration, to be fixed by the Engineer, it being understood that after such sand or gravel shall be placed on the road, no clay or other earth shall be hauled over it.

7th. All the excavations shall, if required, be taken or hauled into the nearest embankments to the extreme distance required by the Engineer; the surplus, beyond what is necessary to form the contiguous embankments is to be disposed of in extending the embankments, or along one or both sides of the same, widening them uniformly, or is to be deposited in waste banks or otherwise, as the Engineer may direct. In cases where the quantity of material taken from the regular cuttings shall not be sufficient to form the requisite embankments, the deficiency shall be supplied by taking material from the adjacent grounds at such places as the Engineer may designate, or from an enlargement of the regular cutting, made equally or uniformly on one or both sides of the same, or in such manner as the Engineer may direct, and the sides of the excavations in all such cases, shall be dressed to such slope as the Engineer may require; provided, that if the contractor shall have sloped such excavation by direction of the Engineer before widening the same he shall receive for sloping the second time such compensation as the Engineer may deem fair and reasonable. The filling in between bearing piles or foundation timbers for masonry, of gravel or other material, shall be estimated as ordinary embankment; and in all cases where the embankment is placed over culverts, the material shall be deposited so as to cause no improper strain upon them; in such cases, as well as in the filling behind abutments, the earth shall be deposited in such manner as the Engineer may direct.

8th. Whenever the route of the railroad is traversed by public or private roads, commodious passing places must be kept open and in safe condition for use at the expense of the contractor; and in passing through farms the contractor must also keep up such temporary fences as will be necessary for the preservation of the crops, and all damage resulting from a non-compliance with this specification will be charged to the contractor.

9th. Contractors, when directed by the Engineer, shall deposit on the side of the road, or at such convenient points as may be designated, any stone or rock that they may excavate, and if in so doing they shall deposit material required for embankment, the additional number of cubic yards of excavation required in forming such embankment will be allowed and paid for. All stone or rock excavated and deposited as above, together with all timber removed from the line of the road, shall be the property of the Railway Company, and the contractor will be held responsible for its safe keeping until removed by said Company, or until the contract is completed.

10th. The road-way and works connected therewith being made of the materials and in the manner above specified, the prices stipulated for excavation or embankment shall be the total price for excavating, removing and depositing all the materials, and the building of all temporary roads and bridges.

TIMBER STRUCTURES

11th. All the timber and plank in culverts, cattle-guards, trestle work, bridge abutments, cattle passes, and road, pile and farm bridges shall be of good sound quality, of such kinds as the Chief Engineer may direct, free from shakes, wanes, black and unsound knots and all descriptions of decay, and shall be measured by the one thousand feet, board measure, and the price per thousand feet, board measure, shall be understood to cover the expense of all labor (including all necessary digging and filling at ends of bridges where grading is done before bridges are put in) and materials, pins or tree nails required in the performance of the work.

All timber structures shall be built in conformity with plans to be furnished from time to time by the Engineer in charge of the work.

12th. Piles, whether used in foundations, trestle work or pile bridges, shall be of good sound quality of such timber as the Chief Engineer may

accept, not less than ten inches in diameter at the smallest end, and of such lengths as the Engineer may require. They shall be measured by the lineal foot after they are driven and cut off to receive the superstructure, and the price per lineal foot shall be understood to cover the expenses of driving, cutting off, removing the bark from the part above ground, and all labor and materials required in the performance of the work; but that portion of each pile cut off shall be estimated and paid for by the lineal foot as "piling cut off." Piles shall be driven of such length and to such depth as the Engineer may require.

13th. A more full explanation of the form and dimensions of materials and parts, and of the manner of constructing the work in all its details and plans, will be furnished by the Engineer, who will also give such directions from time to time, during the progress of the work, as may appear to him necessary and proper, in order to make the work complete and perfect under the plan contemplated. The above specifications and said plans and directions shall in every respect be complied with.

14th. It is distinctly understood that the quantities of work estimated are approximate, and that the Company reserves the right of having built only such kinds and quantities, and according to such plans, as the nature or economy of the work may, in the opinion of the Engineer, require.

15th. All directions and instructions given by Assistant Engineers, Inspectors, or other persons appointed by the Company or its Chief Engineer, during the construction of the work covered by this contract, shall be fully and implicitly followed and carried out.

16th. Any omission to disapprove of the work by the Engineer, at the time of a monthly or other estimate being made, shall not be construed to be an acceptance of any defective work.

17th. The contractor upon being directed by the Engineer shall remove and rebuild or make good without charge any work which the latter may consider to be defectively executed.

No charge shall be made by the contractor for hindrances and delays from any cause in the progress of any portion of the work under this contract but it may entitle him or them to an extension of the time allowed for completing this work sufficient to compensate for the detention to be determined by the Chief Engineer provided he or they shall give the Engineer in charge immediate notice in writing of the cause of detention.

Nor shall any claim be allowed for extra work unless the same shall be done in pursuance of a written order from the Engineer in charge and the claim made at the first estimate after the work was executed unless the Chief Engineer at his discretion should direct the claim or such part of it as he may deem just and equitable to be allowed.

18th. Contractors shall commence their work at such points as the Engineer in charge may direct and shall conform to his directions as to the order of time in which different parts of the work shall be done as well as the force required to complete the work at the time specified in the contract.

MASONRY

19th. All masonry will be estimated and paid for by the cubic yard and will be included under the following heads viz.: RUBBLE MASONRY SLOPE WALL and CONCRETE.

20th. RUBBLE MASONRY—Comprising bridge abutments for bridges of short spans vertical and battered walls retaining walls wing-walls to bridge abutments side and wing-walls of arched culverts of less than eight feet span cattle passes etc. shall be laid either in cement dry or in lime mortar as shall be directed. It shall be made of sound durable well-shaped stone, bedded at right angles with the face batter of the wall, or horizontally as may be required, with such slopes and batter front and rear, and of such form, as the Engineer shall direct. No stone shall be used in the face that has more height than breadth of bed, and no spalls or small stones will be allowed in the face that will not bind firmly in the wall. The whole shall be well bound together with headers occupying one-fifth of the wall in front and rear, and laid so as to make good bond and close compact work. When the wall is four feet or less in thickness, the headers shall extend through, if required. The walls, when laid in mortar, shall be leveled up and coursed longitudinally at every three feet in height. All wall of rubble masonry shall be finished with coping stone of good shape, well joined at the ends, and not less than six inches thick and two feet wide, and not less than once and a half the breadth.

21st. SLOPE WALL—Shall be built of such quality, form and dimensions as the Engineer may require.

22nd. CONCRETE—Shall be composed of one (1) part of Portland cement, _____ parts of clean sharp sand, and _____ parts of broken stone deposited in six inch level layers well tamped and bedded.

The stone used in the concrete shall be

sound, clean and free from dust and dirt, and broken so as to pass every way through a two and one-half (2½) inch ring. The quantities are to be measured, not estimated, into a suitable box, mixed under the direction of the Engineer or Inspector.

23d. All stone used on the work must be perfectly sound and durable, and of such size and dimensions as the Engineer, or person appointed by him, may approve. It is understood that none but skilled stone-masons are to be employed in laying walls of any kind.

24th. The price per yard for masonry will in all cases be understood to cover the expense of all labor and materials used in the performance of the work, including cement, when required to be used by the Engineer.

WLD R

9.

2869

At Mandan, April 20th, 1910..

Mr. M. W. Howland,
Assistant Engineer,
Ritzville, Washington.

Dear Sir:-

Referring to your letter of the 13th inst.
about returning contractors' outfits. Outfits can be
returned the same distance not exceeding the same rate
for which they were shipped in.

Yours truly,

Chief Engineer.

St. Paul, April 18, 1910.

REG-W

MEMORANDUM

Mr. W. L. Darling:

The attached papers refer to bill of the Great Northern Railway Company for \$711.45, for freight charges on three cars outfit belonging to Carlson & Chindahl Company, shipped from Cosmopolis to Adrian. The shipping receipts show that the cars were properly billed, but instead of being sent via the N. P. they were forwarded via Seattle and the G. N.

Under a contract the contractors are entitled to free transportation on the N. P. The rate via the G. N. would be the same, so that if the bills are accepted "construction" will not be charged any more than if the shipment had gone forward via the N. P.

R. E. Gemmell.

Northern Pacific Railway Company.

Ritzville, April 13, 1910.



Mr. W. L. Darling,

Chief Engineer.

St. Paul, Minn.

Dear Sir:

Some of the sub-contractors who will finish their grading contracts within the next ten days are inquiring, regarding return transportation for outfit back to original shipping point, to this work.

Will you please advise me if we should issue this transportation.

Yours truly,

Handwritten signature of M. W. Howland.

MWH

Assistant Engineer.

WLD R

2869

St. Paul, April 12th, 1910..

Mr. W. S. Tayler,

Auditor Agencies.

Dear Sir:-

Referring to your letter of the 6th inst.
relative to claim made by E. J. Jamison & Company for
freight charges on some construction freight shipped
over the Great Northern from Seattle to Adrian.

Contractors are entitled to no rebate on
material shipped over other lines than the Northern
Pacific.

Yours truly,

Chief Engineer.

Encl.

2869

Northern Pacific Railway Company

St. Paul, Minn April 12, 1910

Mr. W. L. Darling,
Chief Engineer.

Dear Sir:-

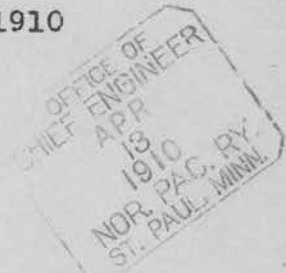
Please see my letter of March 19th enclosing bill from the G.N. for \$711.45 charges on three cars of grader's outfit consigned to contractors Carlson & Shendahl covering the movement over the G.N. from Seattle to Adrian.

Have you been able to make this collection for the G.N.

Yours truly,

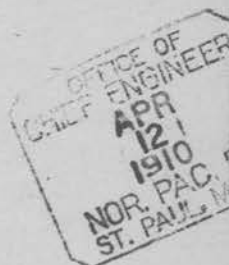
wst

H. J. Gayler
Auditor Agencies.



Northern Pacific Railway Company

St. Paul, Minn. April 6th., 1910.



Mr. W. L. Darling,
Chief Engineer.

Dear Sir:

I hand you claim of W. J. Jamison & Co. for freight charges on some construction freight forwarded from Seattle to Adrian via Great Northern. Shipment should have moved over N.P. but as we do not handle commercial freight for Adrian out of Seattle, the receiving clerk refused these shipments and they were taken over to the Great Northern. Had the freight moved via the N. P., the Connell & Northern Ry. would have been charged with the freight.

Do you know of any reason why we should not make this refund to the contractors and charge the Connell Northern with the freight.

Yours truly

Auditor Agencies.

wst-j.

Northern Pacific Railway Company

2869 3
COPY

REG-S

Saint Paul, Minnesota, March 25th, 1910.

Mr. W. S. Tayler,

I return message of March 17th from
Agent at Spokane concerning car load of graders outfit
and stock for F. E. Laing. The contractors are entitled
to release of charges only as far as Sand Point.

W. L. Darling.

St. Paul, Minn., March 22nd, 1910.

REG-D

COPY

Messrs. Siems & Company,
German American Bank Bldg.,
St. Paul, Minn.

Dear Sirs:-

I hand you herewith letter of March 19th from
W.S. Taylor with papers attached, including Great Northern bill
4281 for \$711.45, freight on three cars graders outfit consigned
to Carlson & Chendahl, sub-contractors, on the Connell - Adrian
Line, over the Great Northern from Seattle to Adrian. Will
you please arrange to have this paid.

Yours truly,

Chief Engineer..

Enc.

SIEMS & COMPANY,

470-420 NAT'L GERMAN-AMERICAN BANK BLDG.,

SAINT PAUL, MINN.

Saint Paul, Minn., Mar. 22, 1910

Mr. W. L. Darling,
C.E., N.P.Ry.,
City

Dear Sir:

Referring to your memorandum of the 21st inst., and
returning message from Agent Spokane, we are in receipt of following
message from Caughren, Winters, Smith & Co., relative to same-

"Graders outfit for Laing should be released as
far as Sandpoint"

Yours truly,

SIEMS & COMPANY,

By *Schaffner*

S & Co
you did not return message
from where was outfit shipped in
W. L. Darling

W. L. Darling
Shipped on to
make from Sandpoint
W. L. Darling
3/24



TELEGRAM.

Form 1238 2869

5

copy

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, and signal of sending and receiving operators, call of sending office and name of receiving station must be entered in proper spaces in every telegram. After transmitting telegrams which in their judgment would have served the Company's interest as well if sent by train mail, or which appear unnecessarily long, operators are required to attach a copy to Form 238, and forward same to Superintendent of Telegraph.

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

FROM Saint Paul, Minn,
DATED March 18th, 1910.

TO A. R. Cook
Tacoma, Wn.

Solomon 15th. Wired you yesterday to issue transportation for 50 tracklayers for C.W.S. & Co., Seattle to Connell. Do not honor any further requests without instructions from this office.

W. L. Darling.



2869

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 admitting 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
				M.							

COPY

FROM St Paul TO H C Westfall,
 DATED March 18th, 1910.. AT Connell, Wash.

Caughren Winters Smith & Co request privilege of getting laborers from Seattle for Connell work. Have wired them no objection and that requests for transportation should be made on you.

W L Darling.

WLD R



2869

4

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

FROM St Paul TO Caughren Winters Smith & Co
DATED March 18th, 1910.. AT Spokane.

No objection to getting labor from Seattle for Connell work after Spokane supply has been exhausted. Requests for transportation should be made through Mr. Westfall.

W L Darling.

WLD R



Form 1896

2869

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
122	BY;FO;										
				M.		M.			M.		
TAC MA. VCH 1 st -19-1910						W.L. Darling					

FROM

TO

DATED

AT

Straul

Have issued transportation for 49 tracks Layers Connell Adrian in order that work would not be held up. Shall I honor any more requests for this work.

A.R. Cook

6am



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 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
265	BY D.A.										
				M.		M.			M.		

FROM TO
DATED Tacoma March 15-1910. AT W.L.Darling.
ST.Paul.

Have Request From Caughran, Winters Smith, and Co, to Issue Transpn
for fifty track Layers, Adrian -Connell work. Advise if Ok, to issue
and if Proper to Honor Further requests.

A.R. Cook.

956am. 18th.

**TELEGRAM.**

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

NUMBER	REC'D FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVED
60	K	K	m	2:16 P.M.	18						

FROM Spokane TO W L Darling
DATED March 7th 1906 AT St Paul

Our telegram 14th unable to keep up
track saying and grading forces
from present supply at Spokane
cannot you grant permission to make
shipments from Seattle

Caughey Winters Smith & Co

✓



Form 1300

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 at every transmission. 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 228, and forward same to Superintendent of Telegraph.

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

FROM

St. Paul

TO

Caughren Winters Smith & Co,

DATED

March 17th, 1910.

Spokane, Wash.

Your wire 14th. A.R.Cook Tacoma has been authorized to honor your request for 50 white track layers, Seattle to Connell.

W. L. Darling.



TELEGRAM.

Form 1233

2869

COPY

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and these or parties on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, person, 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 necessary 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.			M.		

FROM St. Paul TO A. R. Cook
 DATED March 17th, 1910. Tacoma, Wash.

Please honor request of Caughren Winters Smith
 & Co, for transportation for fifty white track layers
 Seattle to Connell.

W. L. Darling.



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 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
135	Am	X	252	M.	17						

FROM Spokane TO W L Darling
DATED Mar 14 AT

Want permission to ship fifty
white back layers Seattle to
Connell wire authority Seattle for
transportation advise

Caughen W & S Co

OK

2869
REG-S

Saint Paul, Minnesota, March 10th, 1910.

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Washington.

Dear Sir:-

Referring to your estimate No. 8 in favor of
Caughren Winters Smith & Company, amount \$28,816.93. Your
voucher and form 108 shows 546,414 cubic yards, embankment
hauling not to exceed 300 feet at 16½ cents extension \$88,508.31.
This item does not check and I have changed the yardage to
536,414 cubic yards as shown on your forms 94. Will you
please change your records.

In future will you please have vouchers checked
before sending them in to this office for payment.

Yours truly,

Chief Engineer.

2869
WLD R

St. Paul, March 10th, 1910..

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Washington.

Dear Sir:-

Replying to your letter of the 7th inst.
relative to classification for excavation of trestle
pits.

I would suggest that you estimate these pits
as material classified under the proper classification
as it is so provided in the contract. After work is
completed and the pits are dug I wish you would call
this to my attention again giving a comparative cost
using : 1st - Classification under contract, 2nd -
Force account.

Yours truly,

Chief Engineer.

Northern Pacific Railway Company.

Connell, Wash. March 7, 1910.

Mr. W. L. Darling,

Chief Engineer.

St. Paul, Minn.

Dear Sir;-

I attach three bills for excavating for trestle pits.

I have shown on them the yardage and the amount they would receive if paid for in yardage.

Johnson & Anderson are already behind on their section of work and as they would receive 15% less than C.W.&S.&Co price for yardage this work would put them still further in the hole.

At the time this work was done the ground was frozen for 18 inches and if it had been done last fall the pits would have been blown and washed full by this time.

Following is a summary;-

Stat. 3004	Force Account.	\$175.39	Yardage,	\$ 53.50
" 3011		358.21		308.30
" 3107		603.24		408.34
		<u>\$ 1136.84</u>		<u>\$ 770.14</u>

Would you approve allowing these bills force account? We have only 3 more frame bridges, one south of Milwaukee Crossin, Milwaukee Crossing and the bridge at Adrian.

Yours truly,

H. C. Westfall

Assistant Engineer.

HCW

Connell, Wash. Feb. 7th, 1910.

Connell-Northern Railway Co.

Connell-Adrian Line.

To CAUGHREN WINTERS SMITH & CO. Dr.
Contractors.

Account Johnson & Anderson.

Excavation of Trestle Pitts Station #3004, including time
from January 16th to February 5th, 1910.

Laborers	45 9-10 Days at	\$2.25	\$103.25
"	6 8-10 "	2.50	17.00
Foreman	6 Days at	\$75.00 Per Mo. & Board	19.50
One Team	3 "	3.00	9.00
			<u>148.77</u>
Plus 10% For Superintendence & Use of Tools			14.87
1 Case 40% Dynamite			9.50
1 Box Caps			1.25
100 Feet Fuse			<u>1.00</u>
			175.39

50 Cy. S. Rock. @ 75¢ = 37.50
50 " L. " @ 32¢ 16.00
\$53.50

Connell, Wash., Feb. 7th, 1910.

Connell-Northern Railway Co.

Connell-Adrian Line.

To CAUGHREN WINTERS SMITH & CO. Dr.
Contractors.

Account Johnson & Anderson.

Excavation of Trestle Pitts Station #3011, including time
from January 20th to February 7th, 1910.

Laborers	75 6-10 Days at	\$2.25	\$170.10
"	30 4-10 "	2.50	76.00
Foreman	16 Days at	\$75.00 per Mo. & Board	52.00
One Team	6 "	3.00	18.00
			<u>316.10</u>
Plus 10% for Superintendence & Use of Tools			31.61
1 Case 40% Dynamite			9.50
100 Feet Fuse			<u>1.00</u>
			358.21

200 cy S. Rock @ 75¢ = \$150
115 " L. Rock @ 32¢ = 36.80
81 cy. Dry Wall @ 1.50 = 121.50
\$308.30

Connell, Wash., Feb. 7th, 1910.

Connell-Northern Railway Co.,

Connell-Adrian Line.

To CAUGHREN WINTERS SMITH & CO. Dr.
Contractors.

Account Johnson & Anderson.

Excavation of Trestle Pitts Station #3107, including time
from January 13th to February 7th, 1910.

Laborers	162	9-10 Days at \$2.25	\$366.52	
"	33	1-10 " 2.50	82.75	
Foreman	24	" at \$75.00 Per Mo.	78.00	Board.
				<u>\$527.27</u>
Plus 10% for Use of Tools & Superintendence 52.72				
	2	Cases 40% Dynamite	9.50	19.00
	1	Box Caps		1.25
	300	Ft. Fuse	1.00	<u>3.00</u>
				603.24

1500cy S. Rock @ 75¢ # 112.50
242 " L Rock @ 32¢ 77.44
460 " Earth @ 16½¢ 75.90
95 " Dry Wall @ 150 142.50
\$408.34



Form 1386

2875 2869

TELEGRAM.

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				M.		M.			M.		

FROM

TO H. C. Westfall,

DATED

St. Paul, February 4-10.

AT

Connell, Wash.

How about spur at Adrian for helping C.W.S. & Co. out about unloading.

Have you examined: if not please take up quickly.

W. L. Darling,
lp

WLD*G



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

TO Caughren, Winters, Smith & Co.,

DATED

St. Paul, February 4-10.

AT

Spokane, Wash.

Your message third. Mr. Westfall was to examine situation at Adrian and see if not practicable to put in unloading spur.

Operating Department object to holding cars on Main Line. Have asked Westfall to hurry.

W. L. Darling,
lp

WLD*G

**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
6	Rif	K. W.		12/22	4						
				M.		M.			M.		

FROM Spokane 2/3 TO W.S. Darling
DATED AT Ry

Present facilities for ~~the~~ unloading timber at Adrian are very disadvantageously to us. Have about 500 000 ft B.M. to Unload at this point. permission to handle timber off of WC Main Line Opposite Bridge site would assist materially. Can you Obtain?

Caughren Winters Smith + Co

2869
REG-S

Saint Paul, Minnesota, Jan 13th, 1910.

Mr. H. C. Westfall,

Assistant Engineer,

Connell, Washington.

Dear Sir:-

Referring to your voucher number 150 in favor of Coughren Winters Smith & Company covering their estimate number 6 for work performed during the month of December, amount \$48,260.03. This voucher shows 225.6 ton vitrified pipe unloaded and handled at 55 cents, \$123.08, should be 124.08.

Your voucher number 150 has been increased to \$48,260.93 and your retained voucher increased to \$5,362.33. The additional dollar being charged to Bridges Trestles & Culverts Other Culverts.

In making estimate number 7 for January your previous payments should be shown as \$186,818.31. Will you please change your records in accordance with above instructions.

Yours truly,

Chief Engineer.

REG-Q

2869

Saint Paul, October 25, 1909.

Mr. J. B. Baird,

General Freight Agent.

Dear Sir:

Under our contract with Caughren, Winters, Smith & Company for the Connell Northern Railway, they are entitled to free transportation on the Northern Pacific to Connell and Ritzville.

In making shipments from Portland they advise that the N. P. refuses to receive same, stating that all shipments for Connell must be routed via Pasco over the Spokane, Portland & Seattle Railway.

Will you please give instructions that shipments consigned to the Connell Northern Railway Company, c/o M. C. Westfall, for Caughren, Winters, Smith & Company, should be routed via the Northern Pacific; also shipments c/o T. Z. Krumm, Assistant Engineer, for Caughren, Winters, Smith & Company, Ritzville, Wash.

Yours truly,

Chief Engineer.

Copy Burns & Co.

Please note. Your correspondence returned

W.L.D.



Form 1385

2869

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 FI. ED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
143		K M	Connell	941 P.							

FROM

TO

DATED

Dec 22 09 AT

W J Darling
M. J. St. Paul

Browning CWO + Co. Aupt not here and no one else here who knows anything in regard to Company's progress of work. They have made some complaint about not being able to grade for connection at Connell + I have had this up with DeTrece who is waiting to hear from Mr Palmer as to what the operating Dept approve.

H C Westfall



Form 1550

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 223, and forward same to Superintendent of Telegraphs.

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

FROM

TO H. C. Westfall,

DATED

St. Paul, December 22-09.

AT

Connell, Wash.

Take up with Caughren, Winters, Smith & Co. and see if there is anything that the Company are neglecting to do that retards the progress of the work. If so, advise me at once what it is and we will try to straighten it here. We have had no knowledge of anything heretofore.

W. L. Darling,

11a

WLD-G

2869
REC-Q

Saint Paul, October 20, 1909.

Dear Sir:

The contractors have established a store and all expense bills certified by them as chargeable to store supplies, should be distributed to "Store Supplies". The Auditor has opened such an account in his books. The object of this is to ascertain, when the work is completed, whether the Railway Company has made any profit from the store-- that is whether the percentage payable to the Railway Company has been offset by the freight charges or not. The balance will be credited or debited on the completion of the work to the proper account. Will you please distribute such bills accordingly?

There is no objection to your noting in brackets, the proper sub-accounts against which the charges should have been made, as if there was no "Store Supplies" account: In fact, such information would be valuable in case at some future time it was required.

Yours truly,

W. L. DARLING.

Chief Engineer.

H. C. Westfall
Copies for file

7
WLD-G

2869
COPY
October 7, 1909.

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Washington.

Dear Sir:-

Replying to your letter of the twenty-
eighth September relative to matter of handling vit-
rified culvert pipe.

Expect to be out on your work some time
next week and will take it up with you at that time.
Please call my attention to it.

Yours truly,

On Train No.1,
S. P. & S. Ry.

Chief Engineer.

2869
Northern Pacific Railway Company.

Connell, Wash. August 31, 1909.

CHIEF OF SUPPLY
NOR. PAC. RY.
ST. PAUL, MINN.

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

Dear Sir:-

Will you please advise how we are to handle the Vit.
culvert pipe on this line. Can find nothing in the contract
to show how we are to pay for the handling and placing of it.

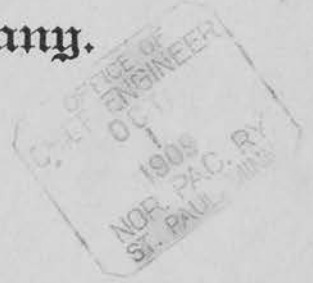
Yours truly,

H. C. Westfall
Assistant Engineer. *a*

MJA



Northern Pacific Railway Company.



Connell, Wash. Sept. 28th 1909.

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

Dear Sir:-

Referring to my letter of August 31st asking how we were to handle the vitrified culvert pipe on this line.

Will you please advise as to this, as I expect we will be ready to haul it in a few days and can find nothing in the contract to cover it.

Yours truly,

A. C. Westfall
Assistant Engineer.

MJA

M-Q

2864

Saint Paul, Setptember 27, 1909.

Mr. H. C; Westfall,
Assistant Engineer,
Connell, Wash.

Dear Sir:

All vouchers in favor of contractors should be sent in duplicate. Will you please furnish copy of your voucher No. 54 in favor of Caughren, Winters, Smith & Company, amount \$324.35.

Yours truly,

Chief Engineer.

M-S

2869
St. Paul, Minn. Sept 24th, 1909.

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Washington.

Dear Sir:-

Replying to your letter of September 21st.
in reply to my letter of September 17th, asking what section
on Form 94 the 6 cubic yards was deducted from. This was
deducted from Section 35, Station 1807 to 1860, Sub-Contractor
Youngstrom making his quantity as corrected to 11,114 cubic
yards.

Yours truly,

Chief Engineer.

Northern Pacific Railway Company.

Connell, Wash. Sept. 21, 1909.

OFFICE OF
CHIEF ENGINEER
SEP 23 1909
NOR. PAC.
ST. PAUL

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

Dear Sir:-

Referring to your letter of the 17th inst advising correction in my Voucher No 44 in favor of Caughren, Winters, Smith & Company in their Estimate No 2.

Will you please advise from what section on Form 94 you deducted the 6 cu yds of 300 foot embankment.

Yours truly,

H C Westfall
Assistant Engineer. *a*

MJA

M-Q

Saint Paul, September 17, 1909.

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Wash.

Dear Sir:

Your voucher No. 44, E. D. No. 2053, in favor of Caughren, Winters, Smith & Company, covering their estimate No. 2, amount \$18,653.89; item, embankment, haul not to exceed 300 ft., 92,620 cu. yds. @ 16 $\frac{1}{2}$ ¢, \$15,281.30, is in error \$1.

In order to correct, I have reduced the quantity six cubic yards, which will make item check as shown on your voucher, \$15,281.30.

Please have your records changed accordingly, and when making up form 108 covering estimate No. 3, do not fail to show previous estimate as 92,614 cubic yards instead of 92,620 cubic yards.

Yours truly,

CY S&C

Chief Engineer.

2869

Northern Pacific Railway Company.

WLD-G

Saint Paul, September 9, 1909.

See memo 9/12

Mr. Howard Elliott,
President.

Dear Sir:-

*W.L.D.
They can buy
in Spokane just
as well as in Portland
& save time & have
H.E.*

Referring to your letter of the third instant
relative to contractors using box car for taking supplies
from Connell to Adrian.

Most of their supplies are purchased at Portland
and shipped direct to the Connell Store, from whence they
have to be reshipped to Adrian. This makes a very much
shorter haul on supplies than if they were purchased in
Saint Paul.

Mr. Siems will instruct the contractors to ship
direct to Adrian all supplies and material that are purchased
East of Spokane, and avoid the peddling from Connell East
that would otherwise be necessary. Caughren, Winters, Smith
& Company have no right under their contract to re-ship
material or supplies.

*W.L.D.
Noted
8/13
9/13*

Yours truly,



Chief Engineer.



W

At Spokane, September 3, 1909.

Mr. H. C. Nutt,

General Manager,

Tacoma, Washington.

Dear Sir:

I enclose for your information, copy of
a letter sent to Mr. Darling about movement of mer-
chandise for contractors Connell to Adrian.

Yours truly,



Encl.

President.

W

At Spokane, September 3, 1909.

Mr. W. L. Darling,
Chief Engineer.

Dear Sir:

While going through Connell yesterday on a trip over the Pasco Division, and down to Adrian, we noticed a large Northern Pacific box car being loaded at Connell with contractor's supplies, which were to be sent around to Adrian.

Box cars are very much in demand at the present time, and we can make a great deal more money out of the cars by putting them into the wheat trade than by having them handle contractor's supplies on local freight Connell to Cheney, and then on another local freight Cheney to Adrian. Why cannot the contractors buy their supplies for Adrian in Spokane and ship direct to Adrian in the usual merchandise car that goes down there every day? It is true that in our contracts we allow free freight, but we ought not to allow contractors to haul freight about in an unnecessary manner, as in this case.

Mr. W. L. Darling . . . 2

I wish you would take this up and see if arrangements cannot be made to stop this kind of hauling, and give us greater use of our cars. As I remember our contract, it provides that freight shall only be allowed at the discretion of the Chief Engineer, and we can exercise some pressure on the contractor in the way he handles his merchandise.

Yours truly,



President.

Northern Pacific Railway Company.

2869

M E M O

Mr. H. C. Westfall,

Referring to your voucher No.35
in favor of Caughren, Winters, Smith & Co.

All vouchers in favor of Contractors should be
sent in duplicate.

Yours truly,

9/16/09

M-S

COPY.

Chief Engineer

WLD-G

2869
Saint Paul, September 9, 1909.

Mr. Howard Elliott,
President.

Dear Sir:-

Referring to your letter of the third instant relative to contractors using box car for taking supplies from Connell to Adrian.

Most of their supplies are purchased at Portland and shipped direct to the Connell Store, from whence they have to be reshipped to Adrian. This makes a very much shorter haul on supplies than if they were purchased in Saint Paul.

Mr. Siems will instruct the contractors to ship direct to Adrian all supplies and material that are purchased East of Spokane, and avoid the peddling from Connell East that would otherwise be necessary. Caughren, Winters, Smith & Company have no right under their contract to re-ship material or supplies.

Yours truly,

Chief Engineer.

WLD-G

September 9, 1909.

Messrs. Siems & Company,
N. G. A. Bank Building,
Saint Paul, Minnesota.

Dear Sirs:-

Please note the attached letter from Mr. Elliott, under date of third instant, relative to contractors using box car for taking supplies from Connell to Adrian.

I think contractors are taking considerable advantage of the free transportation clause in doing it. They should either ship direct to Adrian by car, or else to freight across the country. It is hardly fair to take advantage of the transportation clause to peddle stuff from the Connell Store to Adrian by the way of Spokane in order to save a few miles team haul.

Yours truly,

Encl.

Chief Engineer.

2869

Northern Pacific Railway Company.

W

At Spokane, September 3, 1909.



Mr. W. L. Darling,
Chief Engineer.

Dear Sir:

While going through Connell yesterday on a trip over the Pasco Division, and down to Adrian, we noticed a large Northern Pacific box car being loaded at Connell with contractor's supplies, which were to be sent around to Adrian.

Box cars are very much in demand at the present time, and we can make a great deal more money out of the cars by putting them into the wheat trade than by having them handle contractor's supplies on local freight Connell to Cheney, and then on another local freight Cheney to Adrian. Why cannot the contractors buy their supplies for Adrian in Spokane and ship direct to Adrian in the usual merchandise car that goes down there every day? It is true that in our contracts we allow free freight, but we ought not to allow contractors to haul freight about in an unnecessary manner, as in this case.

✓

Mr. W. L. Darling . . . 2

I wish you would take this up and see if arrangements cannot be made to stop this kind of hauling, and give us greater use of our cars. As I remember our contract, it provides that freight shall only be allowed at the discretion of the Chief Engineer, and we can exercise some pressure on the contractor in the way he handles his merchandise.

Yours truly,

A handwritten signature in cursive script, appearing to read "Howard Elliott". The signature is fluid and stylized, with a large initial 'H' and 'E'.

President.

SIEM & COMPANY,
419-420 NAT'L GERMAN-AMERICAN BANK BLDG.
SAINT PAUL, MINN.

2869

OFFICE OF
CHIEF ENGINEER
AUG 12 1909
N. P. & C. RY
ST. PAUL MINN

St. Paul, Aug. 12, 1909.

Mr. W. L. Darling,
Chief Engr., NP Ry Co.,
City.

Dear Sir:

Will you please furnish us with N.P. card pass good in the
state of Washington in favor of J. J. Hughes, a member of the firm
of Caughren, Winters, Smith & Co., account of contracts with Connell
Northern Ry. Co?

Yours truly,

S:B

Siemens & Co.

✓

Les Spokan

REG-Q

2869

Saint Paul, August 13, 1909.

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Wash.

Dear sir:

I am advised that Caughren, Winters, Smith & company have shipped 19 bundles of harness addressed to H. C. Westfall, Assistant Engineer, c/o Caughren, Winters, Smith & Company, Connell, instead of to the Connell Northern Railway Company.

Will you please arrange to have the charges released on proper approval of expense bills?

Yours truly,

Chief Engineer.

*See file 2906
for memo 1600*

SIEMS & COMPANY,
419-420 NAT'L GERMAN-AMERICAN BANK BLDG.
SAINT PAUL, MINN.

2869
OFFICE OF
CHIEF ENGINEER
JUN 24
1909
NOR. PAC. R.
ST. PAUL, MINN.

*Copy for
in 211 file*

St. Paul, June 23, 1909.

Caughren, Winters, Smith & Co.,
Spokane, Washington.

Gentlemen:

In connection with the work on Ritzville Branch of Connell Northern Railway Company, we wish to advise the following shipping directions: All outfit, material and supplies for that work must be consigned to:-

Connell Northern Railway Company,
c/o T. Z. Krumm, Ass't Engr.,
For Caughren, Winters, Smith & Co.,
Account (Owning contractor)
(Destination)

The expense bills covering these shipments must be approved by a representative of your firm in the following form:

Connell Northern Railway Company,
Ritzville Branch,
Charge { _____
Caughren, Winters, Smith & Co.,
By: _____

We would suggest that you have rubber stamp prepared in the form above, to make such approvals, and we also wish you to advise us names of your representatives authorized to sign such approval. On the first blank line should be shown the kind of work to which the freight is chargeable, i.e., Grading, Bridging, Culverts, Store Supplies, etc; on the second line should be shown the amount, if any, to be charged to you, i.e., demurrage, advance and connecting lines charges. Freight on outfit and material should be shown as a charge

SIEMS & COMPANY,

419-420 NAT'L GERMAN-AMERICAN BANK BLDG.

SAINT PAUL, MINN.

3
SWS--#2

to the class of construction work which they will be employed or used upon. On all supplies, tools, merchandise, explosives, etc., as set forth in the contract, providing for percentage to be paid the Company, the freight charges should be approved as a charge to "Store Supplies". This charge to "Store Supplies" means the initial charge to destination whether taken into stock in your warehouse or, for convenience, consigned direct to some point on the work, but when goods are reshipped from your warehouse to a point on the work, that freight or transfer charge is to be charged to the construction account or class of work on which the goods are to be used.

We are sending you by express a supply of freight report blanks, which are to be filled out from day to day, as the expense bills are approved, making an exact copy thereon, and supplying deficiencies in the way of showing the real consignor and the original point of shipment. In the case of shipments by your subcontractors, if they do not show themselves as consignors, you should make notation in the "Remarks" column, showing to whom the shipment belongs. Freight reports should be sent us as soon as possible after the first of the month, not later than the 10th, showing all expense bills approved and bearing pro date of the month for which the report is made out. If expense bills are submitted to you, for that month, for approval after sending us the freight report, you will please send us a supplementary report for that month. Under no circumstances should expense bills for two different months be shown on one report.

We have requested the Railway Company to authorize the agent at Ritzville to release charges on shipments consigned as above, and

SIEMS & COMPANY,
419-425 NAT'L GERMAN-AMERICAN BANK BLDG.
SAINT PAUL, MINN.

CWS--#3

upon approval of the expense bills in the form herein shown. If you expect to make shipments to any other points, we should be advised promptly in order that proper authority may be given to release the charges on your approval of the expense bills. The above instructions are given subject to the approval of the engineer in charge of the work. You should, at all times, be guided by his instructions, following, as nearly as possible, those outlined by us.

If there is anything in regard to making out these reports that is not clear to you, we wish you would advise us promptly in order that we may get started right.

Yours truly,

S:W

Cy WLD ✓

SIEMS & COMPANY.

St. Paul, June 22, 1909.

Mr. R. H. Relf,
Assistant Secretary.

Dear Sir:

I hand you herewith contract dated the 7th of June, 1909, between the Connell Northern Railway company and Caughren, Winters, Smith & Company for the construction of the Connell to Adrian Line; also agreement of same date concerning running store, which have been executed pursuant to letter from Mr. Elliott of June 1st authorizing the same.

Yours truly,

Chief Engineer.

Encl.

REG-Q

2869

St. Paul, June 22, 1909.

Mr. H. A. Gray,
Comptroller.
Mr. J. G. Woodworth,
Traffic Manager.

COPY

Mr. William Richards,
Auditor Freight Receipts.
Mr. W. S. Tayler,
Auditor Agencies.
Mr. H. C. Westfall,
Assistant Engineer,
Connell, Wash.

Dear Sir:

Referring to my letter of June 18th concerning release of charges on shipments account of Connell Northern Railway-- Adrian to Connell Line.

In addition to giving instructions to agents at Connell and Adrian to release charges, will you please issue instructions to agents at Hatton and Lind, Washington.

Will be glad if the instructions to these latter agents could be wired, as I am informed that there are shipments now at Hatton and Lind.

Yours truly,

Copy to:
Siems & Co.

W. S. Tayler
Chief Engineer,

5
2869
REG-Q

June 21, 1909.

Messrs. Caughren, Winters, Smith & Company,
Peyton Bldg.,
Spokane, Wash.

Dear Sirs:

Referring to your messages of the 19th and
21st.

I am sending you under separate cover via Northern
Express, two additional sets of profiles of Adrian to Connell
Line.

Yours truly,

Chief Engineer.

Encl. S.C. Ex.

4

SIEMS & COMPANY,

419-420 NAT'L GERMAN-AMERICAN BANK BLDG.

SAINT PAUL, MINN.



St. Paul, June 22, 1909.

Mr. W. L. Darling,
Chief Engr., NP Ry Co.,
City.

Dear Sir:

Referring to your letter of June 18th addressed to the Auditing Department, requesting release of charges on shipments account of Connell-Adrian Line:

In addition to the instructions given agents at Connell and Adrian to release charges, we wish you would have instructions given, by wire, to agents at Hatton and Lind, Washington, to release shipments upon approval of expense bills as outlined in your letter above referred to.

Yours truly,

S:W

Siems & Co.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 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

J 551 CH CV 6 PAID

JUN

1909

SPOKANE WN 21

W L DARLING

N P RY ST PAUL MINN.

SEND PROFILES TO PEYTON BUILDING SPOKANE.

CAUGHREN WINTERS SMITH.

580

146 pp

SEE OTHER SIDE FOR TELEGRAM

The Western Union Telegraph Company

THE LARGEST TELEGRAPHIC
SYSTEM IN THE WORLD.

OVER ONE MILLION MILES
OF WIRE IN THE UNITED STATES
AND CANADA.

It has over 24,000 Telegraph
Offices, including Branch Offices.

It has also Direct Connection
by Telegraph or Telephone with as
many more remote and smaller
stations, making a total list of
over 50,000 in the United States,
Canada and Mexico, and this num-
ber is rapidly increasing.

Seven Atlantic Cables,

Connecting North America with all points
in Europe and beyond, including Two
Cables of the American Telegraph and
Cable Company, Four Cables of the Anglo-
American Telegraph Company, and One
Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, con-
necting at that place with the Cables of the
Mexican, the Central and South American
Telegraph Companies for all points in
Mexico and Central and South America.

Direct Wires and Cables to Havana,
Cuba, connecting at that place with the
Cuba Submarine and West India and Pan-
ama Telegraph Companies for all points
in the West Indies.

Connects at San Francisco with Pacific
Cables to the Sandwich Islands, Honolulu,
Guam, the Philippines, China, Japan, etc.,
and at Victoria, B. C., with Pacific Cable
to Australia and New Zealand.

Connects at Seattle, Wash.,
with U. S. Government Lines
and Cables to and in Alaska.

Exclusive connection with the Great
North-Western Telegraph Co. of Canada.



THE TWO TELEGRAPH POLES REPRESENT THE
RELATIVE SIZE IN NUMBER OF OFFICES OF
THE WESTERN UNION AS COMPARED WITH ALL
OTHER COMPETING COMPANIES COMBINED

W. U. T. CO.
24,634
OFFICES.

OTHER COS.
4,868
OFFICES.

Domestic and Foreign Money Orders by Telegraph and Cable

SEE OTHER SIDE FOR TELEGRAM

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

23,000 OFFICES IN AMERICA.**CABLE SERVICE TO ALL THE WORLD.****ROBERT C. CLOWRY, President and General Manager.**

Receiver's No.

Time Filed

Check

SEND the following message subject to the terms
on back hereof, which are hereby agreed to.

St. Paul, June 20-09.

Caughren, Winters, Smith & Co.,

Spokane, Wash.

Your wire nineteenth. Where shall these profiles be sent.

W. L. Darling,
lpFrank No. 9528.
WLD-G

just please forward 2 sets AS 86/21

READ THE NOTICE AND AGREEMENT ON BACK.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one-half the regular rate is charged in addition. It is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of a message to any point on the lines of this Company can be INSURED by contract in writing, stating agreed amount of risk, and payment of premium thereon, at the following rates, in addition to the usual charge for repeated messages, viz, one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company is authorized to vary the foregoing.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free-delivery limits of the terminal office. For delivery at a greater distance, a special charge will be made to cover the cost of such delivery.

The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

ROBERT C. CLOWRY, President and General Manager.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 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

8/40

820

1021 Ch Dy Ha 8 paid

Spokane Wn Jun 19

W L Darling N P Ry Co St Paul Minn

Would like two more profiles for Connell line

Laughren Winters Smith and co 625pm

C.B. W.

SEE OTHER SIDE FOR TELEGRAM

The Western Union Telegraph Company

THE LARGEST TELEGRAPHIC
SYSTEM IN THE WORLD.
OVER ONE MILLION MILES
OF WIRE IN THE UNITED STATES
AND CANADA.

It has over 24,000 Telegraph
Offices, including Branch Offices.

It has also Direct Connection
by Telegraph or Telephone with as
many more remote and smaller
stations, making a total list of
over 50,000 in the United States,
Canada and Mexico, and this num-
ber is rapidly increasing.

Seven Atlantic Cables,

Connecting North America with all points
in Europe and beyond, including Two
Cables of the American Telegraph and
Cable Company, Four Cables of the Anglo-
American Telegraph Company, and One
Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, con-
necting at that place with the Cables of the
Mexican, the Central and South American
Telegraph Companies for all points in
Mexico and Central and South America.

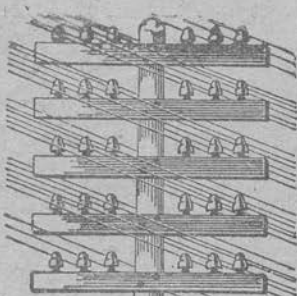
Direct Wires and Cables to Havana,
Cuba, connecting at that place with the
Cuba Submarine and West India and Pan-
ama Telegraph Companies for all points
in the West Indies.

Connects at San Francisco with Pacific
Cables to the Sandwich Islands, Honolulu,
Guam, the Philippines, China, Japan, etc.,
and at Victoria, B. C., with Pacific Cable
to Australia and New Zealand.

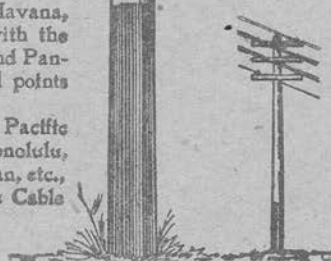
Connects at Seattle, Wash.,
with U. S. Government Lines
and Cables to and in Alaska.

Exclusive connection with the Great
North-Western Telegraph Co. of Canada.

Domestic and Foreign Money Orders by Telegraph and Cable



THE TWO TELEGRAPH POLES REPRESENT THE
RELATIVE SIZE IN NUMBER OF OFFICES OF
THE WESTERN UNION AS COMPARED WITH ALL
OTHER COMPETING COMPANIES COMBINED



W. U. T. CO.
24,634
OFFICES.

OTHER COS.
4,868
OFFICES.

SEE OTHER SIDE FOR TELEGRAM

REC-0

2869

St. Paul, June 21, 1909.

Mr. H. C. Westfall,
Assistant Engineer,
Connell, Wash.

Dear Sir:

I hand you herewith copy of contract dated 7th of June, 1909, with Caughren, Winters, Smith & Company for grading the Adrian to Connell Line; also six copies of the form for the purpose of furnishing your field men with the specifications. It is not necessary that they should know the prices.

Yours truly,

Chief Engineer.

Encl.

2869 COPY
St. Paul, June 18, 1909.

Mr. H. A. Gray,
Comptroller.
Mr. W. G. Woodworth,
Traffic Manager.
Mr. William Richards,
Auditor Freight Receipts.
Mr. W. S. Tayler,
Auditor Agencies.
Mr. H. C. Westfall,
Assistant Engineer,
Connell, Wash.

Dear Sir:

Contract has been entered into, dated the 7th of June, 1909, with Caughren, Winters, Smith & Company by the Connell Northern Railway Company, for construction of line known as the Connell to Adrian Line, which provides, for free transportation over the lines of the Northern Pacific Railway Company and its proprietary lines, for all men, tools, outfit, equipment and material actually used in the work.

Shipments will be consigned to Connell Northern Railway Company, c/o H. C. Westfall, Assistant Engineer, for Caughren, Winters, Smith & Company, account of Owning contract-
or destination.

Contractors have been notified that release of freight charges at the station can only be obtained on the O. K. of the original expense bill by the representative of Caughren, Winters, Smith & Company, in the following form:

Connell Northern Railway Company,
Connell to Adrian Line:

Charge(_____
(_____
Caughren, Winters, Smith & Co.,
By _____

5/18/09.

COPY

Will you please arrange for instructions to agents at Connell and Adrian to release shipments on the form above indicated?

While the freight is free as far as contractors are concerned, it should be charged against the work at tariff rates.

Yours truly,

Chief Engineer.

P.S. General store and commissary supplies, i.e., hay, grain, fuel, etc., are entitled to free haul.

W. L. Da

Copy to:
Siems & Co.

Northern Pacific Railway Company.

WLD-G

St. Paul, June 18, 1909.

Mr. R. E. Gemmell,-

Please arrange for shipments to Connell Northern Railway in accordance with Siems & Company's letter attached of sixteenth instant. I have gone over this with Mr. Siems and think that this, as well as instructions to Caughren, Winters, Smith & Company in letter of sixteenth instant, are correct. Wish you would furnish copy of this to Mr. Westfall so that he will understand.

W. L. Darling.

Encl.

SIEMS & COMPANY,

3-420 NAT'L GERMAN-AMERICAN BANK BLDG.

SAINT PAUL, MINN.



St. Paul, June 16, 1909.

Mr. W. L. Darling,
Chief Engr., NP Ry Co.,
City.

Dear Sir:

Referring to the contract made with Caughren, Winters, Smith & Co., by the Connell Northern Railway Company, for the work between Connell and Adrian. We have instructed them to consign all shipments to the Railway Company, c/o H. C. Westfall, Ass't Engr., for themselves, account owning contractor. They have been instructed to approve the freight bills in the following manner:-

Connell Northern Railway Company,
Connell Adrian Line,

Charge (_____
 (_____

Caughren, Winters, Smith & Co.,
By: _____

These instructions have been given subject to the approval of the engineer in charge of the work.

Will you please arrange for instructions to agents at Connell and Adrian to release shipments consigned as above? If necessary, will you please see that the Freight Department is authorized to charge freight on "Store Supplies" to the work rather than to the contractor?

Yours truly,

S:W

SIEMS & COMPANY,

10-420 NAT'L GERMAN-AMERICAN BANK BLDG.

SAINT PAUL, MINN.

St. Paul, Minn., June 16, 1909.

Caughren, Winters, Smith & Co.,
Spokane, Wash.

Gentlemen:

In connection with the work between Connell and Adrian, Wash., we wish to advise the following shipping directions: All outfit, material and supplies for that work must be consigned to-

Connell Northern Railway Company,
c/o H. C. Westfall, Ass't Engr.,
For Caughren, Winters, Smith & Co.,
Account (Owning contractor)
(Destination)

The expense bills covering these shipments must be approved by a representative of your firm in the following form:

Connell Northern Railway Company,
Connell to Adrian Line,

Charge { _____
 { _____

Caughren, Winters, Smith & Co.,

By: _____

We would suggest that you have rubber stamps prepared in the form above, to make such approvals, and we also wish you to advise us names of your representatives authorized to sign such approval. On the first blank line should be shown the kind of work to which the freight is chargeable, i. e., Grading, Bridging, Culverts, Store Supplies, etc; on the second line should be shown the amount, if any, to be charged to you, i. e., demurrage, advance and connecting lines charges. Freight on outfit and material should be shown as a charge to the class of construction work which they will be employed or used

SIEMS & COMPANY,

420 NAT'L GERMAN-AMERICAN BANK BLDG.

SAINT PAUL, MINN.

CWS--#2

upon. On all supplies, tools, merchandise, explosives, etc., as set forth in the contract, providing for percentage to be paid the Company, the freight should be approved as a charge to "Store Supplies". This charge to "Store Supplies" means the initial charge to destination whether taken into stock in your warehouse or, for convenience, consigned direct to some point on the work, but when goods are reshipped from your warehouse to a point on the work, that freight or transfer charge is to be charged to the construction account or class of work on which the goods are to be used.

We are sending yourby express 100 freight report blanks which are to be filled out from day to day, as the expense bills are approved, making an exact copy thereon, and supplying deficiencies in the way of showing the real consignor and the original point of shipment. In the case of shipments by your subcontractors, if they do not show themselves as consignors, you should make notation in the "Remarks" column, showing to whom the shipment belongs. Freight reports should be sent us as soon as possible after the first of the month, not later than the 10th, showing all expense bills approved and bearing pro date of the month for which the report is made out. If expense bills are submitted to you, for that month, for approval after sending us the freight report, you will please send us a supplementary report for that month. Under no circumstances should expense bills for two different months be shown on one report.

We have requested the Railway Company to authorize the agents at Connell and Adrian to release charges on shipments consigned as above, and upon approval of the expense bills in the form herein

SIEMS & COMPANY,

3-420 NAT'L GERMAN-AMERICAN BANK BLDG.

SAINT PAUL, MINN.

CWS--#3

shown. If you expect to make shipments to any other points, we should be advised promptly, in order that proper authority may be given the agent to release the charges on your approval of the expense bills. The above instructions are given subject to the engineer in charge of the work. You should, at all times, be guided by his instructions, following, as nearly as possible, those outlined by us.

If there is anything in regard to making out these reports that is not clear to you, we wish you would advise us promptly in order that we may get started right.

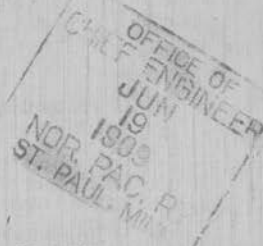
Yours truly,

S:W

SIEMS & COMPANY,

419-420 NAT'L GERMAN-AMERICAN BANK BLDG.

SAINT PAUL, MINN.



St. Paul, June 19, 1909.

Mr. W. L. Darling,
Chief Engr., NP Ry Co.,
City.

Dear Sir:

In accordance with your request of the 18th inst., we are enclosing herewith three copies, each, of the following contracts:

Contract dated June 7, 1909, between Connell Northern Railway Co. and Caughren, Winters, Smith & Co., covering construction of Connell-Adrian Line.

Supply Agreement, dated June 7, 1909, between above parties.

Yours truly,

W

Samie H. Schaffner

REG-Q

COPY

June 18, 1909.

Messrs. Siems & Company,
Nat'l German American Bank Bldg.,
City.

Dear Sirs:

Will be glad if you will furnish the usual number of copies of contract with Caughren, Winters, Smith & Company for line Adrian to Connell.

Yours truly,

Chief Engineer.

6

COPY.

WLD-G

June 10, 1909.

Mr. Howard Elliott,
President.

Dear Sir:-

In accordance with your letter of the first instant, and conditions therein contained, I have made contract with Caughren, Winters, Smith & Company for the grading on the line from Connell to Adrian: line to be completed March first.

After talking with Mr. Siems it was found impossible to get contractors, on the basis of their bid, to complete it before that time: but they agreed if they get contract for track laying and bridging later on they will complete that at the same time grading is to be completed.

Just as soon as can get Mr. Westfall on the work will send in detail estimate of each class of material and other matters relative to the construction of the line.

Prices as a rule on this contract are lower than on the line from Mandan North for the reason that the rock is very much harder and more difficult to move, and the long rock cuts are much more difficult than on the Mandan North

Mr. Howard Elliott:

-2-

Line. The Hard Pan on the Connell to Adrian Line is very reasonable. As a matter of fact I think very reasonable bids have been obtained on this line, more so perhaps than on the Missouri River or Western Dakota work.

Yours truly,

On 2nd Dis't,
Pacific Division.

Chief Engineer.



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

FROM
DATED

TO Henry Blakely,
AT Tacoma, Wash.

Napavine,, June 10-09.

Contract has been let from Adrian to Connell to Caughren, Winters,
Smith & Company.

W. L. Darling,
9p

WLD-G

9
Translation.

St. Paul, June 10-09.

W. L. Darling,

Henry Blakely Tacoma wires 9th to answer inquiry
Can you tell me whether any definite arrangements for constructing
line Adrian to Connell and if progressing so far as to say who are
contractors for work.

Gemmell,

by O. S. 2 p.

Northern Pacific Railway Company.

St Paul 6/10
Darling Co apl 258 c

Henry Bately Tacoma wires 9th
 to answer inquiry can you tell me whether
 any gardening cunning for finless pedometer
 adrian feedish and if sequent so far as to
 say who are flavoring for blithe.

Gemmell,



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.

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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.		
100 NP.V.N.											

FROM

St paul, June 7th, 1909

TO

W.L.Darling,

DATED

AT

On Line.

Buff Adrian *found* fiendish pedometer will be *found* findland by fiendish
will be raftsmen sinbad. Distance adrian to *Council* Fiendish *mile* 61.2 potable.

R.E. Gemmell

4:35 p.m.

**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 138, 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
			12. SF. J. WS.	5;p;m							

FROM St Paul June 4th, 1909 TO W. L. Darling, on 15

DATED June 4th AT Sandpoint

Time authorized
Solomon 2nd, Pedometer delighted is Clashing frumple simony

Correct
Misrule clashing prudish to fiendish, Hussar has dilapidates.

Am sending you papers with copy caughtren winters prices piper

five june 4th.

R. E. Gemmell.

**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	RECEIVED
				M.		M.			M.		

FROM

Fulcrum

TO

R. E. Gemmell,

DATED

June 7-09.

AT

St. Paul, Minn.

Connell Line

What is name of Adrian fiendish pedometer and distance Adrian to
Connell
fiendish.

WLD-G

W. L. Darling,

8a



Form 1386

TELEGRAM.

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and these 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 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.			_____M.		

OM
TED

St. Paul, June 4, 1909.

TO W. L. Darling,

AT

Car #12, On Line.

line authorized A d
Solomon 2nd, ~~pedometer~~ delighted is clashing frumple
r i a n Connell Howard Elliott
~~simony misrule clashing prudish to fiendish.~~ Hussar has
bids
~~dilapidates.~~ Am sending you papers with copy Caughren, Winters
bid mail package
~~dilapidate piper~~ five June 4th.

R. E. Gemmell.

REG-Q

9 00 a

**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
				M.		M.			M.		

FROM Spokane TO WLDailing.

DATED 4 AT

^{I am} ~~Admiral~~ ^{delighted} ~~is~~ ^{clashing}
^{from the} ~~simony~~ ^{mirrors} ~~clashing~~
^{pendish} ~~to~~ ^{fiendish} ~~hurry~~ ^{has} ~~dilatated~~
 Am sending you paper with copy Caughren
 Winter prices paper 5 June 4th
 R.E. Gemmell



Form 1986

TELEGRAM.

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and these 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
14	MD	FO C		_____M.		_____M.			_____M.		

FROM

Missoula June 3rd, 1909 TO

R.E.Gemnell,

AT

ST. Paul,

Beds
 Send me at once dilapidates of caughren winters, Smith and Co
Council *Adrian*
 for the fiendish clashing frumple simony misrule clashing prudish
Denie
 pedometer. Wire me when they will start.

W.L.Darling.

3:06 A.M.

Wc

Saint Paul, June 4, 1909.

Mr. R. E. Gemmell:

Please note attached copy of telegram from Mr.
Elliott about construction of lines in Washington.

R. W. Clark ✓

Encl.



Form 1384

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, can 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
		Ar R W		1135							
				M.					M.		

FROM St Paul TO W L Darrin
DATED 209 AT No 3

Howard Elliott New York
Russan Wives from Quakerism
Jan 1st have today written you
authorizing the letting of flat for
delighting the letting of flat for
friendish contact for
Smith + Co. Laughtren Winters
R E Emmell

Translation of ciphered msg.

St. Paul, June 20-09.

W. L. Darling,

No.3.

Howard Elliott wires from New York June 1st. Have today written you authorizing the letting of contract for Tokio-Connell Line to Caughren, Winters, Smith & Co.

R. E. Gemmell,

COPY

New York, June 3, 1909.

R. W. Clark,

Saint Paul.

Message received. Letter to govern and we will build
from Adrian to Connell.

Howard Elliott



Form 1335

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
106	MD;KN;FO;-										

FROM Missoula. June. 2nd, 1909 TO R.E. Genmell

DATED *Council Bluffs* AT St-paul

Your Message about tokio Fiendish Pedometer take up with Mr Clark
 and see if he is sure it is Tokio Fiendish Pedometer and not clashing
 frumple simony Misrule clashing prudish fiendish pedometer

W.L. Darling

730pm

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 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 Fourth and Robert Streets, St. Paul, Minn.

TELEPHONES: NORTHWESTERN, MAIN 4180. TRI-STATE, MAIN 616 AND 849.

290 om KB 18 Dh

Hi New York NY June 1

W L Darling Care Northern Pac Co
St Paul Minn

Have today written you Delighting the
Letting of flatter Tokio fiendish Pedometer
to Caughren Winters Smith and Co
Howard Elliott

ALWAYS OPEN.

MONEY TRANSFERRED BY TELEGRAPH.

CABLE OFFICE.

SEE OTHER SIDE FOR TELEGRAM

The Western Union Telegraph Company

THE LARGEST TELEGRAPHIC
SYSTEM IN THE WORLD.

OVER ONE MILLION MILES
OF WIRE IN THE UNITED STATES
AND CANADA.

It has over 24,000 Telegraph
Offices, including Branch Offices.

It has also Direct Connection
by Telegraph or Telephone with as
many more remote and smaller
stations, making a total list of
over 50,000 in the United States,
Canada and Mexico, and this num-
ber is rapidly increasing.

Seven Atlantic Cables,

Connecting North America with all points
in Europe and beyond, including Two
Cables of the American Telegraph and
Cable Company, Four Cables of the Anglo-
American Telegraph Company, and One
Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, con-
necting at that place with the Cables of the
Mexican, the Central and South American
Telegraph Companies for all points in
Mexico and Central and South America.

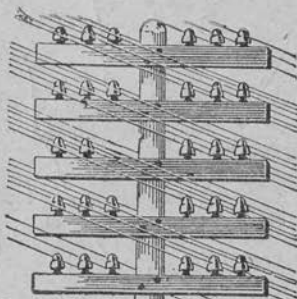
Direct Wires and Cables to Havana,
Cuba, connecting at that place with the
Cuba Submarine and West India and Pan-
ama Telegraph Companies for all points
in the West Indies.

Connects at San Francisco with Pacific
Cables to the Sandwich Islands, Honolulu,
Guam, the Philippines, China, Japan, etc.,
and at Victoria, B. C., with Pacific Cable
to Australia and New Zealand.

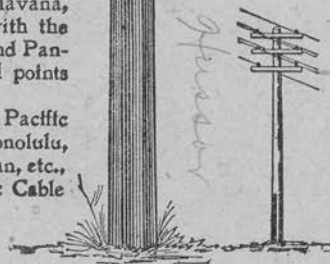
Connects at Seattle, Wash.,
with U. S. Government Lines
and Cables to and in Alaska.

Exclusive connection with the Great
North-Western Telegraph Co. of Canada.

Domestic and Foreign Money Orders by Telegraph and Cable



THE TWO TELEGRAPH POLES REPRESENT THE
RELATIVE SIZE IN NUMBER OF OFFICES OF
THE WESTERN UNION AS COMPARED WITH ALL
OTHER COMPETING COMPANIES COMBINED



W. U. T. CO.
24,634
OFFICES.

OTHER COS.
4,868
OFFICES.



Form 1586

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, June 2, 1909.

TO

W. L. Darling,

ATED

AT

Car #12, On Line.

Howard Elliott

New York

~~Hussar~~ wires from ~~Quakerism~~ June 1st: Have today

authorizing contract Connell

written you delighting the letting of flatter tokio fiendish
Line

pedometer to Caughren, Winters, Smith & Co.

R. E. Gemmell.

REG-Q

8 30 a

TELEGRAM.

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
				_____ M.		_____ M.			_____ M.		

FROM TO R. E. Gemmell,
DATED Missoula, June 3-09. AT St. Paul, Minn.

bids
 Send me at once dilapidates of Caughren, Winters, Smith & Co. for
 Connell A D R I A N
 the fiendish clashing frumple simony misrule clashing prudish
 Line
 pedometer. Wire me when they will start.

W. L. Darling, 12p

WLD-G



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 Telegraph.

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

FROM TO R. E. Gemmell,
DATED Missoula, June 2-09. AT St. Paul, Minn.

Connell Line
Your message about ~~Tokio fiendish pedometer.~~ Take up with
Connell Line
Mr. Clark and see if he is sure it is ~~Tokio fiendish pedometer~~
A D R I A N Connell
and not ~~clashing frumple simony misrule clashing prudish fiendish~~
Line
~~pedometer.~~

W. L. Darling,
4p

WLD-G

Northern Pacific Railway Company.*Private*

At New York City, June 1, 1909.

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

Dear Sir:

Referring to your letter of May twenty-sixth enclosing bids for doing work in Washington from Tokio to Point "A", Adrian to Point "A" and Point "A" to Connell; after considerable discussion and consideration it has been decided that the line from Adrian to Connell shall be built by the Northern Pacific.

A new company is being incorporated by Judge Reid and by the time you get this letter the incorporation will probably be complete. It was necessary to make a new company in order to arrange for such condemnation proceedings as were needed.

This letter will be your authority to make a contract with Caughren, Winters, Smith & Company on the basis of their bid and to have the work prosecuted energetically and promptly.

The same arrangement as to supplies may be made as in the case of the lines north of Mandan and north of Glendive.

In due course I should like a statement from you similar in character to that submitted on May fifth about the Mandan north work, showing the estimated amount of each class of material and the total estimated amount of the contract.

I notice that the prices are a trifle higher in some kinds of classification than for the line Mandan north, but that

Mr. W. L. Darling,

-2-

in the main they are about the same, and that possibly the net result, considering the character of the yardage to be moved, will be less.

Yours truly,

A handwritten signature in cursive script, appearing to read "Emanuel C. Smith". The signature is fluid and elegant, with a prominent initial "E" and a long, sweeping flourish at the end.

President.

5.

COPY.

l

Government has not had it come down to us - it was shown up later -

Aug.

from the [redacted] office - the signal was not received
[redacted] did it come direct to us - It may be

This letter will be your authority to make a contract with Caughren, Winters, Smith & Company on the basis of their bid and to have the work prosecuted energetically and promptly.

The same arrangement as to supplies may be made as in the case of the lines north of Mandan and north of Glendive. •

In due course I should like a statement from you similar in character to that submitted on May fifth about the Mandan north work, showing the estimated amount of each class of material and the total estimated amount of the contract.

I notice that the prices are a trifle higher in some kinds of classification than for the line Mandan north, but that in the main they are about the same, and that possibly the net result considering the character of the yardage to be moved will be less.

Yours truly,

Copy to
Mr. Cooper for his information.

Howard Elliott,
President.

WLD-G

Saint Paul, May 26, 1909.

Mr. Howard Elliott,
President.

Dear Sir:-

Beg to hand you herewith some bids obtained by
Siems & Company for the work in Washington, Tokio to Point "A",
Adrian to Point "A" and Point "A" to Connell.

Bid of P. Welch & Company is extremely high, and do
not think should be considered. Bid of Caughren, Winters,
Smith & Company, although stating that it is between Tokio
and the Junction and Connell to Adrian, in fact means that
they will take all or any portion of it for the prices sub-
mitted. Would recommend award of contract to them on the
basis of these prices, which are as follows,-

Embankment,	Haul not to exceed 300 ft.	\$.16 $\frac{1}{2}$	per cu.yd.
"	Haul from 300 to 1000 ft.	.20 $\frac{1}{2}$	"
Earth Excavation,	Haul not to exceed 300 ft.,	.16 $\frac{1}{2}$	"
"	Haul from 300 to 1000 ft.,	.20 $\frac{1}{2}$	"
Hard Pan,	Haul not to exceed 1000 ft.,	.28	"
Loose Rock,	" " 1000 ft.,	.32	"
Shell Rock,	" " 1000 ft.,	.25	"
Solid Rock,	" " 1000 ft.,	.75	"
Solid Rock Borrow,	" " 1000 ft.,	.50	"
RipRap, Loose,	" " 1000 ft.,	1.25	"
" Hand Placed,	" " 1000 ft.,	1.50	"
Any of the above named materials hauled more than 1000 ft. per each 100 ft. additional,		.01	"

Mr. Howard Elliott:

-2-

Clearing,
Cutting down and removing trees outside of
clearing limits,

\$15.00 per acre.

Grubbing,

.25 per tree.

Cast Iron Pipe, in place in culverts,

1.50 per sq.rod.

Cast Iron Pipe, unloading from cars or boats
and hauling to culvert sites,

.50 per lin.ft.

..40 per T.per Mi.

Yours truly,

Encl.

Chief Engineer.

CAUGHREN & WOLDSON
RAILROAD CONTRACTORS
ROOM 541 PEYTON BLOCK

SPOKANE, WASH., May, 14, 1909.

Messrs. Siems & Company,
St. Paul, Minn.

Gentlemen:

We enclose herewith bid covering entire line from
Adrian to Connell, and from Junction to Tokio. In fixing
date of completion we presumed that it was not your intention
to have this line completed in time to handle this years crop.

Yours truly,

CAUGHREN, WINTERS, SMITH & Co.

By

Caughren

1 We

Saint Paul, June 8, 1909.

Mr. R. E. Gemmell:

I return the bids received with Mr. Darling's letter to Mr. Elliott of May twenty-sixth for work in Washington from Adrian to Connell, and point "A" to Tokio. I presume you understand the work authorized covers the line only from Adrian to Connell?

R. W. Clark

Encl.

---PROPOSAL---

*To Rio to Junction
Connell to Cedar*

The undersigned hereby propose, and, if this proposal is accepted, agree, to enter into a written contract, if required, with the 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 specification made for said work and attached hereto, upon the terms and conditions prepared therefor, and within the time specified.

Embankment	Haul not to exceed 300 ft per cu.yd	\$ <u>16 1/2</u> ¢
Embankment	Haul from 300 ft. to 1000 ft." "	\$ <u>20 1/2</u> ¢
Earth Excavation	Haul not to exceed 300 ft. " "	\$ <u>16 1/2</u> ¢
Earth Excavation	Haul from 300 ft. to 1000 ft." "	\$ <u>20 1/2</u> ¢
Hard Pan	Haul not to exceed 1000 ft." "	\$ <u>28</u> ¢
Loose Rock	" " " " 1000 ft." "	\$ <u>32</u> ¢
Shell Rock	" " " " 1000 ft." "	\$ <u>25</u> ¢
Solid Rock	" " " " 1000 ft." "	\$ <u>75</u> ¢
Solid Rock Borrow	" " " " 1000 ft." "	\$ <u>50</u> ¢
Rip Rap, Loose	" " " " 1000 ft." "	\$ <u>1.25</u>
Rip Rap, Handplaced	" " " " 1000 ft." "	\$ <u>1.50</u>
Any of the above named materials hauled more than 1000 ft. per cubic yard per each 100 ft. additional		\$ <u>01</u> ¢
Clearing	per acre	\$ <u>15.00</u>
Cutting down and removing trees outside of clearing limits	per tree	\$ <u>25</u> ¢
Grubbing	per square rod	\$ <u>1.50</u>
Cast Iron Pipe, in place in culverts,	per lineal foot	\$ <u>.50</u> ¢
Cast Iron Pipe, unloading from cars or boats and hauling to culvert sites	per ton per mile	\$ <u>40</u> ¢

The haul of the material is limited, subject to the discretion of the Engineer.

All of the above work, for which prices are given, to be completed on or before March 31st 1910.

The Railway Company will furnish transportation over the M. P. Ry. for outfit, material and men required for the work, subject to the discretion of the Engineer.

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 of the Railway Company.

The Railway Company reserves the right to reject any and all bids, and will require a satisfactory bond from the contractor for the faithful performance of the work and satisfaction of all claims, damages and injuries arising from said work.

To N. P. Ry. Co.

Laughlin
Wm. H. Smith & Co.
By J. H. Smith

May 14th 1909

---P R O P O S A L---

JUNCTION TO ADRIAN LINE

The undersigned hereby propose, and, if this proposal is accepted, agree, to enter into a written contract, if required, with the 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 specification made for said work and attached hereto, upon the terms and conditions prepared therefor, and within the time specified.

Embankment	Haul not to exceed 300 ft per cu.yd	\$.21
Embankment	Haul from 300 ft. to 1000 ft." "	\$.25
Earth Excavation	Haul not to exceed 300 ft. " "	\$.21
Earth Excavation	Haul from 300 ft. to 1000 ft." "	\$.25
Hard Pan	Haul not to exceed 1000 ft." "	\$.35
Loose Rock	" " " " 1000 ft." "	\$.40
Shell Rock	" " " " 1000 ft." "	\$.35
Solid Rock	" " " " 1000 ft." "	\$ 1.25
Solid Rock Borrow	" " " " 1000 ft." "	\$
Rip Rap, Loose	" " " " 1000 ft." "	\$ 1.25
Rip Rap, Handplaced	" " " " 1000 ft." "	\$ 1.50
Any of the above named materials hauled more than 1000 ft. per cubic yard per each 100 ft. additional		\$.01
Clearing	per acre	\$ 60.00
Cutting down and removing trees outside of clearing limits	per tree	\$ 1.00
Grubbing	per square rod	\$ 1.00
Cast Iron Pipe, in place in culverts,	per lineal foot	\$ 25.00
Cast Iron Pipe, unloading from cars or boats and hauling to culvert sites	per ton per mile	\$ 45.00

The haul of the material is limited, subject to the discretion of the Engineer.

All of the above work, for which prices are given, to be completed on or before_____.

The Railway Company will furnish transportation over the Northern Pacific Railway for outfit, material and men required for the work, subject to the discretion of the Engineer.

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 of the Railway Company.

The Railway Company reserves the right to reject any and all bids, and will require a satisfactory bond from the contractor for the faithful performance of the work and satisfaction of all claims, damages and injuries arising from said work.

P. Welch
Per [Signature]

---P R O P O S A L---

CONNELL TO JUNCTION LINE

The undersigned hereby propose, and, if this proposal is accepted, agree, to enter into a written contract, if required, with the 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 specification made for said work and attached hereto, upon the terms and conditions prepared therefor, and within the time specified.

Embankment	Haul not to exceed 300 ft per cu.yd	\$	<u>19</u>
Embankment	Haul from 300 ft. to 1000 ft."	\$	<u>.23</u>
Earth Excavation	Haul not to exceed 300 ft. "	\$	<u>.19</u>
Earth Excavation	Haul from 300 ft. to 1000 ft."	\$	<u>.23</u>
Hard Pan	Haul not to exceed 1000 ft."	\$	<u>.33</u>
Loose Rock	" " " " 1000 ft."	\$	<u>.37</u>
Shell Rock	" " " " 1000 ft."	\$	<u>.35</u>
Solid Rock	" " " " 1000 ft."	\$	<u>.95</u>
Solid Rock Borrow	" " " " 1000 ft."	\$	<u>1.00</u>
Rip Rap, Loose	" " " " 1000 ft."	\$	<u>1.25</u>
Rip Rap, Handplaced	" " " " 1000 ft."	\$	<u>1.25</u>
Any of the above named materials hauled more than 1000 ft. per cubic yard per each 100 ft. additional		\$	<u>.01</u>
Clearing	per acre	\$	<u>50.00</u>
Cutting down and removing trees outside of clearing limits	per tree	\$	<u>1.00</u>
Grubbing	per square rod	\$	<u>1.00</u>
Cast Iron Pipe, in place in culverts,	per lineal foot	\$	<u>25.00</u>
Cast Iron Pipe, unloading from cars or boats and hauling to culvert sites	per ton per mile	\$	<u>45.00</u>

The haul of the material is limited, subject to the discretion of the Engineer.

All of the above work, for which prices are given, to be completed on or before_____.

The Railway Company will furnish transportation over the Northern Pacific Railway for outfit, material and men required for the work, subject to the discretion of the Engineer.

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 of the Railway Company.

The Railway Company reserves the right to reject any and all bids, and will require a satisfactory bond from the contractor for the faithful performance of the work and satisfaction of all claims, damages and injuries arising from said work.

P. Welch & Co.
by A. K. [Signature]

---P R O P O S A L---

JUNCTION TO TOKIO LINE.

The undersigned hereby propose, and, if this proposal is accepted, agree, to enter into a written contract, if required, with the 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 specification made for said work and attached hereto, upon the terms and conditions prepared therefor, and within the time specified.

Embankment	Haul not to exceed 300 ft	per cu.yd	\$.19
Embankment	Haul from 300 ft.to 1000 ft."	"	\$.23
Earth Excavation	Haul not to exceed 300 ft.	" "	\$.19
Earth Excavation	Haul from 300 ft. to 1000 ft."	"	\$.23
Hard Pan	Haul not to exceed 1000 ft."	"	\$.33
Loose Rock	" " " " 1000 ft."	"	\$.37
Shell Rock	" " " " 1000 ft."	"	\$.35
Solid Rock	" " " " 1000 ft."	"	\$.95
Solid Rock Borrow	" " " " 1000 ft."	"	\$ 1.00
Rip Rap, Loose	" " " " 1000 ft."	"	\$ 1.25
Rip Rap, Handplaced	" " " " 1000 ft."	"	\$ 1.25
Any of the above named materials hauled more than 1000 ft. per cubic yard per each 100 ft. additional			\$.01
Clearing	per acre		\$ 50.00
Cutting down and removing trees outside of clearing limits	per tree		\$ 1.00
Grubbing	per square rod		\$ 1.50
Cast Iron Pipe, in place in culverts,	per lineal foot		\$ 2.50
Cast Iron Pipe, unloading from cars or boats and hauling to culvert sites	per ton per mile		\$ 40.00

The haul of the material is limited, subject to the discretion of the Engineer.

All of the above work, for which prices are given, to be completed on or before _____.

The Railway Company will furnish transportation over the Northern Pacific Railway for outfit, material and men required for the work, subject to the discretion of the Engineer.

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 of the Railway Company.

The Railway Company reserves the right to reject any and all bids, and will require a satisfactory bond from the contractor for the faithful performance of the work and satisfaction of all claims, damages and injuries arising from said work.

O. Welch
by *AR Porter*

CONNELL NORTHERN RAILWAY COMPANY

NORTHERN PACIFIC RAILWAY COMPANY

Date. Agreement, made the Seventh day of June, A. D. 1909, between the
NORTHERN PACIFIC RAILWAY COMPANY, hereinafter for brevity called the "Company," and James A. Caughren of Sauk Center, Minnesota, Martin Woldson, Wilhelm Winters, H. H. Boomer, J. J. Hughes of Spokane, Washington, Grant Smith, E. V. Hauser and W. E. Hauser of St. Paul, Minnesota, comprising the firm of Caughren, Winters, Smith & Company.

Parties.

hereinafter for brevity called the "Contractor," WITNESSETH:

Work. The Contractor agrees to furnish all labor, services and material for, and complete and finish, in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction of the Chief Engineer of the Company, and in the manner and within the time hereinafter specified, and according to the specifications hereto annexed and made a part of this contract, all the work for which prices are hereinafter specified in connection with the grading of the line known as the "Connell to Adrian Line", commencing at Connell and extending northerly to Adrian, a distance of sixty-one miles, more or less;

including such other and extra work as may be required by the said Chief Engineer.

Definition of terms. Where the word "Engineer" occurs in this contract, or specifications attached hereto, it refers to the Engineer of the Company in charge, for the time being, of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep crossings open and safe. The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter and amend said roads and approaches whenever required by the Company's Engineer.

Date of completion. The work is to be commenced immediately and completed on or before the first day of March, 1910.

Sub-contracts. The work shall be performed under the personal supervision of the Contractor, and 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 Chief Engineer to every such assignment or sub-contract.

Complying with instructions. The Contractor will in all things conform to the instructions of the Engineer and his duly appointed assistants.

Remedy faulty work. All imperfect or insufficient work or material shall be immediately remedied when pointed out, and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject 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 Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.

No liquors. The Contractor will not bring or permit to be brought onto the line of railroad, or anywhere on or near the work, spirituous or other intoxicating liquors, and if any foreman, laborer or other employe of his, or of any sub-contractor, shall in the opinion of the Engineer be intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall, on request of the Engineer, be forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.

Extra work and bills therefor. No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, and all claims for extra work or material must be presented to the Engineer for allowance at the close of the month in which the work shall have been done or material furnished, otherwise all claim therefor shall be deemed absolutely waived.

Work when and where directed. The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer shall from time to time direct.

Arbitration. To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.

Prices for work.

The prices to be paid by the Company for the work are as follows:

Embankment, - - - - -	Haul not to exceed 300 feet—per Cubic Yard	Sixteen & $\frac{1}{2}$ Cents	0.16 $\frac{1}{2}$
Embankment, - - - - -	" from 300 to 1000 " " " "	Twenty & $\frac{1}{2}$ " "	.20 $\frac{1}{2}$
Earth Excavation, - - - - -	" not to exceed 300 " " " "	Sixteen & $\frac{1}{2}$ " "	.16 $\frac{1}{2}$
Earth Excavation, - - - - -	" from 300 to 1000 " " " "	Twenty & $\frac{1}{2}$ " "	.20 $\frac{1}{2}$
Hard Pan, - - - - -	" not to exceed 1000 " " " "	Twenty-eight " "	.28
Loose Rock, - - - - -	" not to exceed 1000 " " " "	Thirty-two " "	.32
Shell Rock, - - - - -	" not to exceed 1000 " " " "	Twenty-five " "	.25
Solid Rock, - - - - -	" not to exceed 1000 " " " "	Seventy-five " "	.75
Solid Rock Borrow, - - - - -	" not to exceed 1000 " " " "	Fifty " "	.50
Rip Rap, Loose, - - - - -	" not to exceed 1000 " " " "	One & 25/100 Dollars	1.25
Rip Rap, Hand Placed, - - - - -	" not to exceed 1000 " " " "	One & 50/100 Dollars	1.50
Any of the above named materials hauled { per cubic yard more than 1000 feet - - - - - { per each 100 feet additional }		One Cent	.01
Clearing, - - - - -	per Acre,	Fifteen Dollars	15.00
Grubbing, - - - - -	per Square Rod,	One & 50/100 Dollars	1.50
Cross Ties, - - - - -	per Tie,		
Wrought Iron and Spikes in Structures, - - - - -	per Pound,		
Cast Iron in Structures, - - - - -	per Pound,		
Timber and Plank except in Culverts, - - - - -	per M. Ft. B. M.,		
Piling Cut Off, - - - - -	per Lineal Foot,		
Piling Driven, - - - - -	per Lineal Foot,		
Square Timber in Culverts, - - - - -	per M. Ft. B. M.,		
Flatted Timber in Culverts, - - - - -	per Lineal Foot,		
Rubble Masonry, - - - - -	per Cubic Yard,		
Slope Wall, - - - - -	per Cubic Yard,		
Concrete, - - - - -	per Cubic Yard,		
Cutting down and removing trees outside of clearing limits, per tree,		Twenty-five Cents	.25
Cast Iron Pipe, in place in culverts, per lineal foot,		Fifty Cents	.50
Cast Iron Pipe, unloading from cars or boats and hauling to culvert sites, per ton per mile,		Forty Cents	.40

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Approximate estimates of the work done are to be made at the end of each calendar month by the Engineer, or his assistants, and payments thereon are to be made by the Company on or about the fifteenth day of the next ensuing month, less all previous payments, and less ten per centum of the amount of every such monthly estimate; which percentage shall be retained until the complete performance of this contract, as security for such performance.

Payments.

Retained percentage.

Stopping work.

Whenever in the opinion of the Company it shall be necessary or expedient for it that the work, or any portion of it, should be stopped, or that the force employed should be diminished, the Company may stop work, or diminish the force, and the Contractor shall have no claim for damage by reason thereof; but he shall stop the work, or reduce the force as the Company may in writing direct, which writing shall be signed by the Chief Engineer, and shall be delivered to the

Contractor, or in case of his absence, to some person on the work representing him, at least ten (10) days prior to such required stoppage or reduction.

Accelerating work.

If at any time the Contractor shall not, in the opinion of the Chief Engineer, be progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, he may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the said Engineer may declare this contract terminated; and in such case the amount of moneys which may then remain unpaid and would otherwise be payable to the Contractor, including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work, and the cost thereof shall be charged to the Contractor.

Retained percentage forfeited.

Power to cancel contract.

If the Contractor shall at any time fail to perform any agreement herein contained, the Company may cancel and annul this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished, and to retain all moneys which may then be unpaid.

Contractor to pay all laborers.

The contractor will promptly pay all laborers and others in his employ, as their pay falls due, and promptly pay as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so, the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay, each month, the laborers and all others employed on the work, and the said supply and material bills. Before final settlement is made, the Contractor shall furnish satisfactory evidence to the Company that the work is free and clear from all liens for labor or materials, and that no claim exists out of which a lien may grow.

Contractor to pay damages to crops, etc.

Retention of claims from final estimate.

Temporary suspension.

Extension of time.

Total suspension.

Insurance.

Final estimate. Time of payment of final estimate and retained percentage. Release.

Contractor's base of information.

Right reserved to change line of R. R.

Transportation.

Execution.

The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work, and all damages by fire started from the right of way, except the damage to real estate necessarily involved in the work. When the final estimate is made, if there shall be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed, together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied, when the remainder shall be paid over to the Contractor.

If the work be materially delayed by reason of, or from want of, location or staking out the line, or securing the right of way, or from any act or neglect of any agent or employe of the Company, the time for completion shall be extended for a period equal to such delay; the Contractor shall have no further or other claim upon account of such delay. He must make claim in writing for such extension to the Engineer at the time of such delay, stating the occasion and nature thereof, and failing so to do, his right to extension shall be deemed waived.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The operation by the Company 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. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and a statement of the balance unpaid; and the Company will within sixty days thereafter pay the full amount so found unpaid. The Contractor will at final payment execute, acknowledge and deliver to the Company under his hand and seal, a valid discharge from all claims and demands growing out of or connected with this contract.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quality, location or nature of the work to be performed. But if in any case the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

The Company will furnish free transportation over its own and its proprietary lines, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, for all men, tools, outfit, equipment and material actually used in the work.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer, and the Contractor has hereunto set his hand and seal.

Witnesses as to the Company.

P. E. Thian,

Witnesses as to the Contractor.

C. H. Siems,

Connell Northern Railway Co.,
NORTHERN PACIFIC RAILWAY COMPANY,

By W. L. Darling,
Chief Engineer.

Caughren, Winters, Smith & Co. (SEAL)

By: Grant Smith, (SEAL)

General Specifications Referred to in the Foregoing Contract

GRADING

1st. Under the head of Excavation shall be included all excavations required for the formation of a roadbed for a single track and turn-outs, and for the preparation of depot grounds, sites for water stations, etc., which shall be required by the Engineer, the digging of all ditches, cutting new channels for streams, preparing foundations, the altering of all highways or private roads and all excavations in any way connected with or incidental to the construction of the railroad, and the expense of hauling and depositing the same in embankments wherever required.

2nd. Under the head of embankments shall be included all embankments for any of the purposes mentioned in the first specification not formed from excavations taken from the prism of the road, or other necessary excavations.

3d. The ground set apart for the railroad must be cleared to the boundary line of the company's lands, as the same shall be designated by the Engineer; and from the space required for the roadbed and its necessary slopes and side drains, and from the surface of borrow-pits, all trees, brush, stumps and other vegetable matter shall be cut off or grubbed up, and, together with logs, brush, wood and fences of every description, shall be burned or removed from the ground, as the Engineer may direct, so as not to injure the adjoining lands, nor to obstruct the lines for the fences of said railroad. When the embankments exceed three feet in height, it will only be required to cut the trees, stumps and brush close to the ground; but when less than two feet in height the trees, stumps, brush and other vegetable matter found within the slope stakes must be grubbed up and removed beyond the limits of the embankment.

GRUBBING—The area within the limits of slope stakes, whenever grubbing shall have been done thereon by the contractors, shall be estimated only upon cuts up to three feet in depth, and under embankments of two feet or less in depth, and upon uniform ditches whenever ordered by the Engineer.

4th. All grading shall be done and estimated by the cubic yard, measured in the excavation, except material borrowed for embankment, which shall be measured in embankment, and shall be comprised under heads, viz.: EARTH, HARD PAN, LOOSE ROCK, SOLID ROCK, SHELL ROCK and SOLID ROCK BORROW.

EARTH—Will include clay, sand, loam, gravel and all hard material that can, in the opinion of the Chief Engineer, be reasonably plowed, and

all earthy matter or earth containing loose stone or boulders intermixed, and all other material that does not come under the classification of hard pan, loose rock, solid rock, shell rock and solid rock borrow.

HARD PAN—Will include material, not loose or solid rock, that cannot, in the opinion of the Chief Engineer, be reasonably plowed, on account of its own inherent hardness.

LOOSE ROCK—Will include all stone and detached rock, found in separate masses, containing not less than one cubic foot, nor more than one-half cubic yard, and all slate or other rock, soft or loose enough to be removed without blasting, although blasting may occasionally be resorted to.

SHELL ROCK EXCAVATION—Will include all deposits composed entirely of rock in masses of less than one cubic foot which have been broken off from the cliffs above the roadbed, but will only be estimated when in large deposits.

SOLID ROCK—Will include all rock in place, and boulders measuring one-half cubic yard and upwards, in removing which it is necessary to resort to drilling and blasting.

SOLID ROCK BORROW—Shall consist of solid rock, according to above classification, excavated outside of the regular cross sections of the cuts for the roadbeds, and placed and measured in embankment.

RIP RAP

5th. Rip rap will be of two kinds, as determined by the Engineer—loose and hand placed.

LOOSE RIP RAP—Will consist of stone of such sizes as may be approved by the Engineer, and shall be deposited by throwing on slopes of embankment, to such heights and thickness as the Engineer may direct.

HAND PLACED RIP RAP—Shall consist of stone of such sizes and shape as may be approved by the Engineer, and shall be laid by hand on prepared slopes of such embankment as may be designated, and to such stakes as may be given by the Engineer. Care shall be taken that the largest stones are placed at the bottom of the slopes (in an especially prepared trench, if necessary), and, as far as practicable, the size of the stone shall decrease from the bottom to the top of the rip rap. Each stone shall be so placed that it shall rest on the slope of the embankment, and not wholly on the stone below, and, wherever so directed by the Engineer, it shall be thoroughly hammered or driven into its place. The outer face of

all hand placed rip rap will be made as smooth as the shape and size of the stone will permit.

The price per cubic yard for rip rap will include haul of stone up to 1,000 feet, and where stone for same is taken from excavations on the line of roadbed, no overhaul will be allowed for the same, excepting as rip rap.

6th. The width of the road at the grade line shall be from _____ to _____ feet in excavation, and _____ feet on embankment, or as the Engineer may direct. The slopes in the rock cuttings shall be generally one horizontal to five perpendicular, and in earth cuttings and embankments one and one-half horizontal to one perpendicular; but, whenever deemed necessary, the slopes shall be formed in such a manner as the Engineer may prescribe. The materials composing the embankments must be entirely imperishable, and wherever the natural surface upon which the embankment is to be placed is of such a nature as, in the opinion of the Engineer, would impair the stability or usefulness of the embankment, it shall be removed to such width and depth as the Engineer may direct, and the material so removed, disposed of according to the directions of the Engineer. Whenever the site of an embankment is covered with snow sufficiently deep to impair the utility of the work, in the Engineer's opinion, the same must be removed and deposited beyond the slope stakes. Work of this nature shall always be at least 100 feet in advance of the embankment. In all cases wherever the Engineer may deem such a course necessary, the cuttings shall be made from one and one-half to two feet below grade, and the embankment kept the same distance below grade; and whenever clean sand or gravel, or other material deemed proper for a roadbed, can be obtained within one thousand feet of the place of deposit, the same shall be procured by the Contractor, when required by the Engineer, and deposited as the Engineer may direct, and such work shall be estimated and paid for at the same price per cubic yard as other embankments upon the section. In cases where such sand or gravel cannot be obtained within one thousand feet of the place of deposit, the Engineer may require the same to be hauled any specified distance, in which case the contractor would be entitled to an additional remuneration, to be fixed by the Engineer, it being understood that after such sand or gravel shall be placed on the road, no clay or other earth shall be hauled over it.

7th. All the excavations shall, if required, be taken or hauled into the nearest embankments to the extreme distance required by the Engineer; the surplus, beyond what is necessary to form the contiguous embankments is to be disposed of in extending the embankments, or along one or both sides of the same, widening them uniformly, or is to be deposited in waste banks or otherwise, as the Engineer may direct. In cases where the quantity of material taken from the regular cuttings shall not be sufficient to form the requisite embankments, the deficiency shall be supplied by taking material from the adjacent grounds at such places as the Engineer may designate, or from an enlargement of the regular cutting, made equally or uniformly on one or both sides of the same, or in such manner as the Engineer may direct, and the sides of the excavations in all such cases, shall be dressed to such slope as the Engineer may require; provided, that if the contractor shall have sloped such excavation by direction of the Engineer before widening the same he shall receive for sloping the second time such compensation as the Engineer may deem fair and reasonable. The filling in between bearing piles or foundation timbers for masonry, of gravel or other material, shall be estimated as ordinary embankment; and in all cases where the embankment is placed over culverts, the material shall be deposited so as to cause no improper strain upon them; in such cases, as well as in the filling behind abutments, the earth shall be deposited in such manner as the Engineer may direct.

8th. Whenever the route of the railroad is traversed by public or private roads, commodious passing places must be kept open and in safe condition for use at the expense of the contractor; and in passing through farms the contractor must also keep up such temporary fences as will be necessary for the preservation of the crops, and all damage resulting from a non-compliance with this specification will be charged to the contractor.

9th. Contractors, when directed by the Engineer, shall deposit on the side of the road, or at such convenient points as may be designated, any stone or rock that they may excavate, and if in so doing they shall deposit material required for embankment, the additional number of cubic yards of excavation required in forming such embankment will be allowed and paid for. All stone or rock excavated and deposited as above, together with all timber removed from the line of the road, shall be the property of the Railway Company, and the contractor will be held responsible for its safe keeping until removed by said Company, or until the contract is completed.

10th. The road-way and works connected therewith being made of the materials and in the manner above specified, the prices stipulated for excavation or embankment shall be the total price for excavating, removing and depositing all the materials, and the building of all temporary roads and bridges.

TIMBER STRUCTURES

11th. All the timber and plank in culverts, cattle-guards, trestle work, bridge abutments, cattle passes, and road, pile and farm bridges shall be of good sound quality, of such kinds as the Chief Engineer may direct, free from shakes, wanes, black and unsound knots and all descriptions of decay, and shall be measured by the one thousand feet, board measure, and the price per thousand feet, board measure, shall be understood to cover the expense of all labor (including all necessary digging and filling at ends of bridges where grading is done before bridges are put in) and materials, pins or tree nails required in the performance of the work.

All timber structures shall be built in conformity with plans to be furnished from time to time by the Engineer in charge of the work.

12th. Piles, whether used in foundations, trestle work or pile bridges, shall be of good sound quality of such timber as the Chief Engineer may

accept, not less than ten inches in diameter at the smallest end, and of such lengths as the Engineer may require. They shall be measured by the lineal foot after they are driven and cut off to receive the superstructure, and the price per lineal foot shall be understood to cover the expenses of driving, cutting off, removing the bark from the part above ground, and all labor and materials required in the performance of the work; but that portion of each pile cut off shall be estimated and paid for by the lineal foot as "piling cut off." Piles shall be driven of such length and to such depth as the Engineer may require.

13th. A more full explanation of the form and dimensions of materials and parts, and of the manner of constructing the work in all its details and plans, will be furnished by the Engineer, who will also give such directions from time to time, during the progress of the work, as may appear to him necessary and proper, in order to make the work complete and perfect under the plan contemplated. The above specifications and said plans and directions shall in every respect be complied with.

14th. It is distinctly understood that the quantities of work estimated are approximate, and that the Company reserves the right of having built only such kinds and quantities, and according to such plans, as the nature or economy of the work may, in the opinion of the Engineer, require.

15th. All directions and instructions given by Assistant Engineers, Inspectors, or other persons appointed by the Company or its Chief Engineer, during the construction of the work covered by this contract, shall be fully and implicitly followed and carried out.

16th. Any omission to disapprove of the work by the Engineer, at the time of a monthly or other estimate being made, shall not be construed to be an acceptance of any defective work.

17th. The contractor upon being directed by the Engineer shall remove and rebuild or make good without charge any work which the latter may consider to be defectively executed.

No charge shall be made by the contractor for hindrances and delays from any cause in the progress of any portion of the work under this contract but it may entitle him or them to an extension of the time allowed for completing this work sufficient to compensate for the detention to be determined by the Chief Engineer provided he or they shall give the Engineer in charge immediate notice in writing of the cause of detention.

Nor shall any claim be allowed for extra work unless the same shall be done in pursuance of a written order from the Engineer in charge and the claim made at the first estimate after the work was executed unless the Chief Engineer at his discretion should direct the claim or such part of it as he may deem just and equitable to be allowed.

18th. Contractors shall commence their work at such points as the Engineer in charge may direct and shall conform to his directions as to the order of time in which different parts of the work shall be done as well as the force required to complete the work at the time specified in the contract.

MASONRY

19th. All masonry will be estimated and paid for by the cubic yard and will be included under the following heads viz.: RUBBLE MASONRY SLOPE WALL and CONCRETE.

20th. RUBBLE MASONRY—Comprising bridge abutments for bridges of short spans vertical and battered walls retaining walls wing-walls to bridge abutments side and wing-walls of arched culverts of less than eight feet span cattle passes etc. shall be laid either in cement dry or in lime mortar as shall be directed. It shall be made of sound durable well-shaped stone, bedded at right angles with the face batter of the wall, or horizontally as may be required, with such slopes and batter front and rear, and of such form, as the Engineer shall direct. No stone shall be used in the face that has more height than breadth of bed, and no spalls or small stones will be allowed in the face that will not bind firmly in the wall. The whole shall be well bound together with headers occupying one-fifth of the wall in front and rear, and laid so as to make good bond and close compact work. When the wall is four feet or less in thickness, the headers shall extend through, if required. The walls, when laid in mortar, shall be leveled up and coursed longitudinally at every three feet in height. All wall of rubble masonry shall be finished with coping stone of good shape, well joined at the ends, and not less than six inches thick and two feet wide, and not less than once and a half the breadth.

21st. SLOPE WALL—Shall be built of such quality, form and dimensions as the Engineer may require.

22nd. CONCRETE—Shall be composed of one (1) part of Portland cement, _____ parts of clean sharp sand, and _____ parts of broken stone deposited in six inch level layers well tamped and bedded.

The stone used in the concrete shall be

sound, clean and free from dust and dirt, and broken so as to pass every way through a two and one-half (2½) inch ring. The quantities are to be measured, not estimated, into a suitable box, mixed under the direction of the Engineer or Inspector.

23d. All stone used on the work must be perfectly sound and durable, and of such size and dimensions as the Engineer, or person appointed by him, may approve. It is understood that none but skilled stone-masons are to be employed in laying walls of any kind.

24th. The price per yard for masonry will in all cases be understood to cover the expense of all labor and materials used in the performance of the work, including cement, when required to be used by the Engineer.

THIS AGREEMENT made this Seventh (7th) day of June, A.D., 1909, between James A. Caughren, of Sauk Centre, Minnesota: Martin Woldson, Wilhelm Winters, H. H. Boomer, J. J. Hughs of Spokane, Washington: Grant Smith, E. V. Hauser and W. E. Hauser, of Saint Paul, Minnesota, comprising the firm of Caughren, Winters, Smith & Company, herein called the "Contractors" and the Connell Northern Railway Company, herein called the "Company".

WITNESSETH: As an additional consideration to the Company for that certain contract made by the parties hereto this day, covering work for the Company on the line known as the "Connell to Adrian Line", commencing at Connell and extending northerly to Adrian, a distance of Sixty-one miles, more or less, the Contractors will pay to the Company a percentage on the cost, as hereinafter defined and at the rate hereinafter defined, for all general store and commissary supplies, including camp and office material and supplies, fuel, beef, hay, grain, explosives and explosives accessories, tools, outfit and repairs for tools and outfit, except steam shovels, grading machines, complete new cars and rail, purchased, used or required in the work covered by said contract, whether such general store and commissary supplies, camp and office material and supplies, fuel, beef, hay, grain, explosives and explosives accessories, tools, outfit and repairs for tools and outfit shall be purchased, used, required or furnished by the Contractors or any of their subcontractors, authorized agents or representatives on the said construction work.

The rates of percentages shall be as follows:

General Store and Commissary Supplies, Camp and Office Material and Supplies, Fuel, Beef, Hay, Grain, Tools, Outfit and Repairs for Tools and Outfit:-	Fifteen Percentum	15%
Explosives and Explosives Accessories:-	Fifty Percentum	50%

The percentages are to be based on actual cost, without deduction for cash discounts or allowances, as evidenced by the books of the Contractors, their sub-contractors or agents, and the original invoices of purchase, both and all of which shall be made available for periodical inspection and audit by the Company or its authorized representatives, for the purpose of determining the amount of such percentages due, or to become due, to the Company.

The contractors shall cause to be prepared and submitted to the Company at its office in St. Paul, Minnesota, on or before the Tenth (10th) of each month, a statement showing all purchases made during the preceding month, giving invoice dates, names of firms and amount of each invoice, and said Company is hereby authorized to deduct the percentages due thereon from the monthly cash estimates of work performed under the contract first above referred to, and to continue in like manner until completion of the work and a final settlement of the amounts due under this agreement has been effected.

Said Contractors agree to furnish the Company, or its authorized representatives, every convenience and facility for making the investigations from time to time deemed necessary and to so keep the books of account that the facts may be readily ascertained.

CAUGHREN, WINTERS, SMITH & COMPANY

By Grant Smith,

CONNELL NORTHERN RAILWAY COMPANY

By W. L. Darling,
Chief Engineer.

In the presence of:

P. E. Thian,

C. H. Siems,

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Caughren, Winters, Smith & Company

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Connell Northern Railway Company

By: W. L. Darling,
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