

Northern Pacific Railway Company. Engineering Department Records.

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7-09 5M RP Form 1757 P. RY. CO. OFFICE OF Clary on since FILE NO. 30 SUBJECT: Connille Northern Crossing Contracts Briag 24 - Dei 86 440



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"aint Faul, August 10,1949

MR. C. B. EMBERG:

Your letter of July 30, transmitting prints of your drawings 93250 and 93249, showing proposed perminent bridging over the Milesukee near their stati n of WARDEN "asnington, where their line passes under our Connell Morthern line:

In line with our discussion today will you revise drawing 93250 to provide a skew bent on the odrien end of the bridge so that it would fit in as a center bent for a second track of the office that hight be built on the northerly side of their present main track.

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St. Paul, Minnesota July 30, 1949 Mr. H. R. Peterson: Referring to your letter of July 14th regarding plans for reconstruction of Bridge 24, Connell Branch. I am attaching print of Drawing 93250 which was sent to the Milwaukee Railroad. This plan provides for only one track as we have made the ends of span square. One reason for so doing was to avoid interfering with the existing timber bents as much as possible. The attached print of Drawing 93249 shows a skewed span which costs more money than the span which we proposed. However, it still does not provide for two tracks, and if we were to provide for one track only at this time, we would have to arrange for triangular towers at each end of the steel span. We do not now know where the Milwaukee might want to place the second track. If they should decide to place it to the left of the existing track it would be necessary to remove the entire structure shown on Drawing 93249. If plan shown on Drawing 93250 is now put in we could salvage the 50 ft. span but would have to discard the tower and footings. There is a rather remote possibility that the Milwaukee will be adding new tracks within the forseeable future, and I would recommend that we proceed with the plan outlined on Drawing 93250. C.E. Thom Enc. CEE: 1 eddelters letter July 13- possibly we shall charity there any plans to determine which side will be on. This give from control of the first to the part of the property of the propert The formal with a top being them to the control of The deliver in a state of the control of the second of the control Aller of the state CHE INTEREST OF THE TOTAL SET THE SET OF THE TOTAL CONTROL OF THE SET OF THE The sea printing of the state of the season and the TINE N. D. Pot Tunner:

St. Paul, Minnesota July 30, 1949

Mr. H. R. Peterson:

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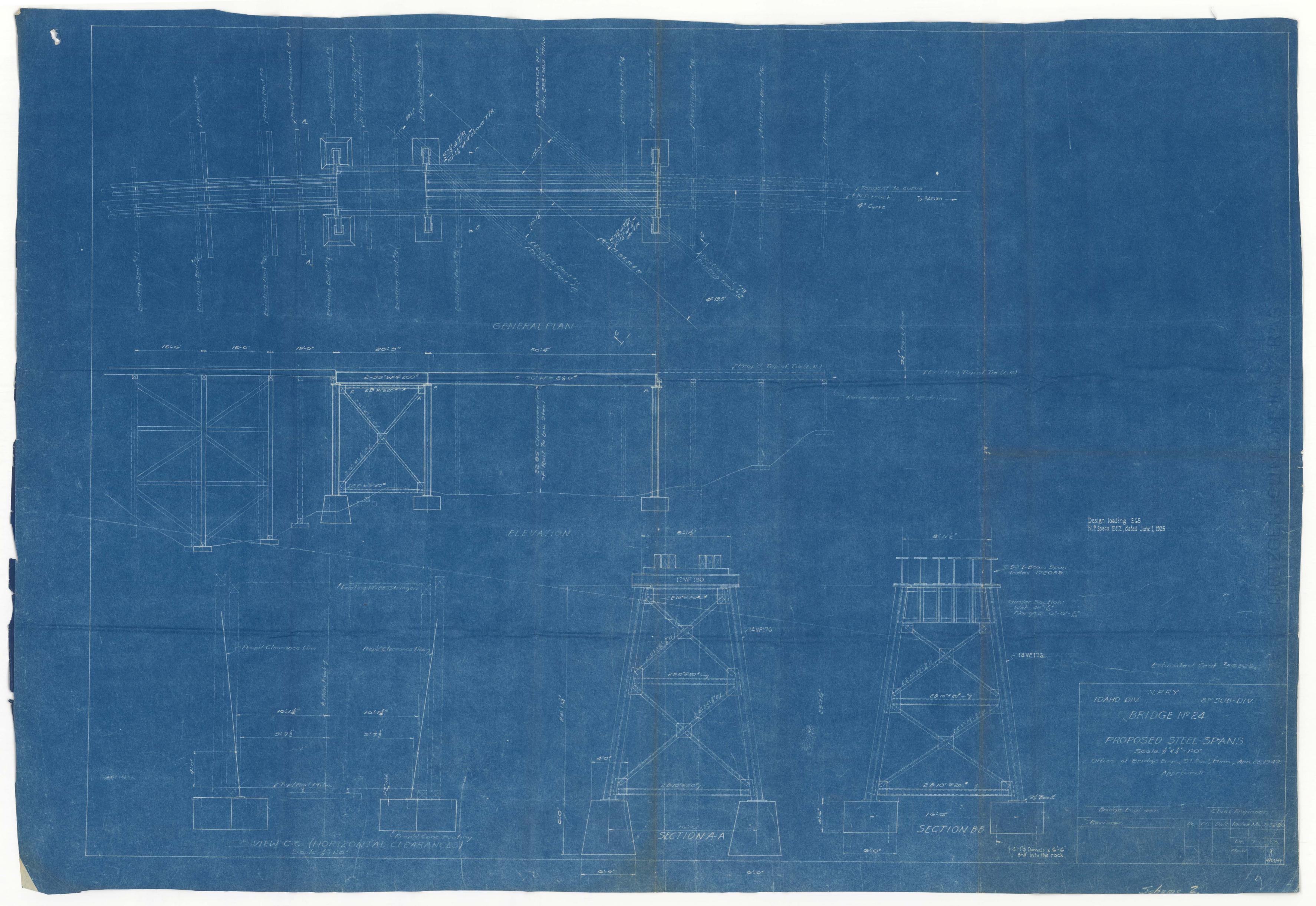
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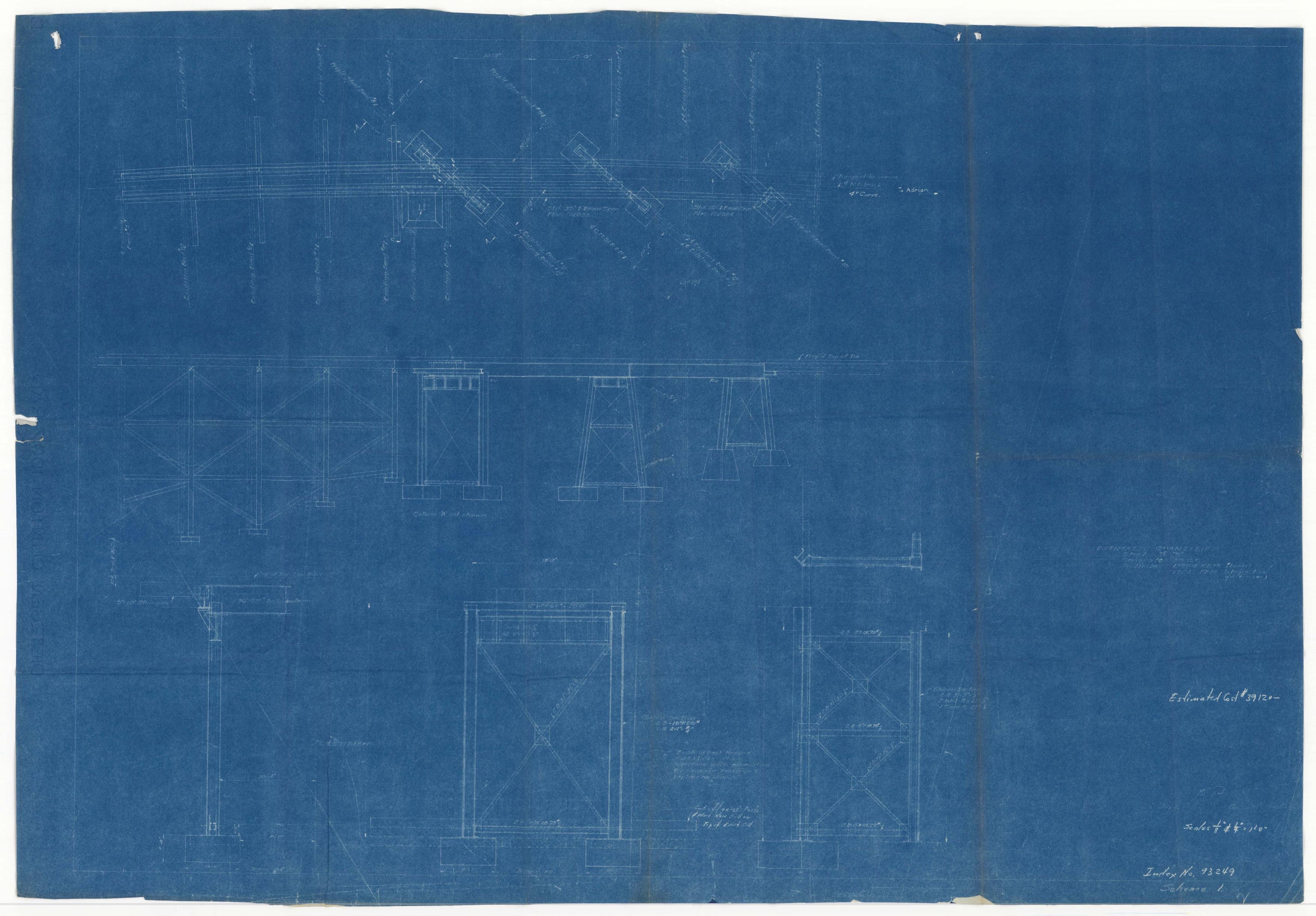
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GIE. EKBERG

Enc. GEE: 1





St. Paul, Minn., July 22, 1949.

Mr. J. F. Alsip:

COPY

Referring to your letter of July 15 about contracting painting and other B&B work on the Western District:

Mr. Keyes is not in town and this matter cannot be progressed further with him until he returns. This will be done at first opportunity.

Mr. Keyes has agreed to the contracting of the following work and machinery should be set insmotion to get this work started and completed as soon as possible.

Paint Work

Rocky Mountain Division - None

Idaho Division

Item No. 8 - cleaning and painting Bridge No. 94.1, 1st. Subdivision

Item No. 9 - cleaning and painting Bridge No. 25, 1st Subdivision

Item No.23 - cleaning and painting Bridge No. 1, 3rd Subdivision

Tacoma Division

Item No. 30 - cleaning and painting Bridge No. 74, 1st Subdivision

Item No. 31 - cleaning and painting Bridge No. 29, 2nd Subdivision

Item No. 32 - cleaning and painting Eridge No. 21, So. Tac. Terminal.

Item No. 33 - cleaning and painting old Bridge No. 3, Tac. Terminal.

Repair Work

Rocky Mountain Division - None

Idaho Division:

Item No. 11 - repairing walk on west side Columbia Street, Ritzville

Item No. 20 - raising abutments and building concrete walls, Bridge

No. 21, 2nd. Subdivision

Item No. 21 - replacing timber approaches with steel spans for Bridge

No. 107-1, 6th Subdivision.

Item No. 22 - placing steel span over Milwaukee tracks, Bridge No. 2h

8th Subdivision.

Tacoma Division

Them No. 33 - renewing Piers 3 and 5 in concrete, Bridge No. 1

20th Subdivision.

W. W. JUDSON

CC-Mr. Bernard Blum.

Original on File 6489 8

St. Paul, Minn. July 14, 1949.

Mr. C. E. Ekberg:

I have Mr. Middleton's letter July 13, print copy attached, evidently in reply to your submission of plan to cover proposed reconstruction of span over their tracks at our Bridge No. 24, Connell Branch.

I assume you will consider further future construction in the event of additional Milwaukee tracks.

I presume you have noted the minimum clearances referred to in contract covering this crossing.

Chief Engineer.

HRP:e



St. Paul, Minn. July 14, 1949.

Mr. C. E. Ekberg:

I have Mr. Middleton's letter July 13, print copy attached, evidently in reply to your submission of plan to cover proposed reconstruction of span over their tracks at our Bridge No. 24, Connell Branch.

I assume you will consider further future construction in the event of additional Milwaukee tracks.

I presume you have noted the minimum clearances referred to in contract covering this crossing.

HRP:e

Chief Engineer.

Chirago, Milwaukee, St. Paul and Pacific Railroad Company

3075

ENGINEERING DEPARTMENT Union Station



Chicago 6, July 13, 1949.

M 62609

Mr. B. Blum Chief Engineer Northern Pacific Ry. St. Paul, Minn.

Dear Mr. Blum:

You submitted to us for approval a drawing dated April 28, 1949, showing proposed steel spans replacing temporary bridge known as Northern Pacific No. 24 which will carry your track over ours at a point near Warden, Washington, which temporary bridge was constructed in accordance with agreement between our respective companies dated Dec. 31, 1909.

This plan for permanent work is approved with the distinct understanding that it is only partial compliance with the provisions of the contract mentioned for the construction of permanent work.

Furthermore, it must be understood that when and if we construct additional tracks at this location, up to a maximum of four, you will at your own cost and expense make all necessary changes in the permanent single track bridge structure now proposed, to provide for additional tracks which we may later construct.

Very truly yours;

RJM

cc - Mr. E. B. Crane

Mr. B. J. Ornburn

Mr. T. W. Burtness

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Chicago, Milwaukee, St. Paul and Pacific Railroad Company ENGINEERING DEPARTMENT Union Station R. J. MIDI Chicago 6, July 13, 1949. M 62609 Mr. B. Blum Chief Engineer Morthern Pacific Ry. St. Paul, Minn. Dear Mr. Blum: You submitted to us for approval a drawing dated April 28, 1949, showing proposed steel spans replacing temporary bridge known as Northern Pacific No. 24 which will carry your track over ours at a point near Warden, Washington, which temporary bridge was constructed in accordance with agreement between our respective companies dated Dec. 31, 1909. This plan for permanent work is approved with the distinct understanding that it is only partial compliance with the provisions of the contract mentioned for the construction of permanent work. Furthermore, it must be understood that when end if we construct additional tracks at this location, up to a marinum of four, you will at your own cost and expense make all necessary. changes in the permanent single track bridge structure now proposed, to provide for additional tracks which we may later construct. Very truly yours; RJM cc - Mr. B. B. Crane Mr. B. J. Ornburn Mr. T. W. Burtness

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, a municipal corporation of the State of hereinafter called the second party, the right to construct, maintain and operate an electric line with the necessary poles, crossarms, wires, conduits and other fixtures appurtenant thereto across the premises of the first party along the course described as follows:

Crossing the first party's 200-foot right of way for the part of its Washington Central Branch often called the "Connell Northern Branch" in the north half of the northwest quarter of section 16 in township 17 north of range 30 east of the Willamette Meridian at Wast Wastern station in the County of Grant and State of Washington, extending along or near the north line of said section and intersecting the center line of the main track of said branch line as now constructed at a point therein distant 1292 feet northerly, measured along said center line, from Mile Post 26 (which mile post is located 1321.7 feet southerly, measured along said center line, from said section line).

This permission is granted upon the following terms:

- 1. The second party will pay a rental of in advance for the full term hereof and will also pay all taxes and assessments that may be levied or assessed against the improvements.
- The electric line and appurtenances shall be constructed and maintained in accordance with the National Electric Safety Code and the State of and in accordance with plans heretofore submitted by the second party and aws of the State of approved by the first party. laws of the State of
- 3. All cost of construction and maintenance shall be paid by the second party; the Superintendent of Telegraph of the first party will decide what portion, if any, of the work will be done by the first party, and for such work the second party will pay the estimated cost thereof before the work is commenced. If the actual cost exceeds the estimate, the second party will pay the additional amount when called upon and if the actual cost is less than the estimate the first party will repay the surplus.
- 4. If in the judgment of the Superintendent of Telegraph of the first party, the construction or maintenance of the electric line herein contemplated necessitate any change or alteration in the location or arrangement of any other electric wires or appurtenances located upon the premises of the first party, the cost of such change or alteration will be paid by the second party.
- 5. The first party shall have the right to decide of the necessity of repairs to said electric line or appurtenances and upon written request from the first party the second party shall promptly make such repairs. If at any time it becomes necessary in the judgment of the first party for reasons of safety or otherwise, to change the location, elevation or method of construction of the electric line and appurtenances, such changes will be made by the second party within thirty days after being requested to do so and in such manner as the first party shall direct.
 - 6. The electric line shall be used for the sole purpose of conducting electric currents at a potential not to exceed
 - 7. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
- 8. The second party agrees that the wires and appurtenances and the use of the same for conducting electric current shall not damage the railroad or structures of the first party, or the property of The Western Union Telegraph Company, or any other property upon the premises of the first party, or be a menace to the safety of the first party's operations or any other operations conducted on said premises. The second party will release, indemnify and save harmless the first party and The Western Union Telegraph Company, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss, or damage is caused or contributed to by, or arising from, the construction, installation, maintenance, condition, use, operation, or existence of said electric line upon such railroad premises.
- 9. After the completion of said electric line and appurtenances or any subsequent repairs thereof the second party shall remove from the premises of the first party, to the satisfaction of the Superintendent of Telegraph of the first party, all false work and equipment used in the installation or repair work.
- 10. If the second party at any time shall cease to maintain and operate the said electric line or shall fail faithfully to perform every agreement herein contained to be observed or performed by the second party, this permit may forthwith be terminated by the first party. The second party agrees upon termination of this permit to restore said premises to their former state.
- 11. It is understood by the parties that said electric line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance or improvement of the railway, and the second party accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said electric line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation, maintenance or improvement of the railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
- 12. It is agreed that the provisions of Sections 8 and 11 are for the equal protection of any other railroad company or companies here-tofore or hereafter granted the joint use of the first party's property upon which the above described electric current line is located.

IN WITNESS WHEREOF the parties hereto have executed these presents this

19 49

to Signature of Permittee:

NORTHERN PACIFIC RAILWAY COMPANY.

J. T. Moore

Industrial Agent.

PUBLIC UTILITY DISTRICT NO. 2 OF GRAWT COUNTY

Archie Zickler

(SEAL)

President

Attest: William Schempp Secretary

W. H. Britt

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9. After the completion of said electric line and appartenances or any subsequent repairs thereof the second party shall remove from the premises of the first party, to the satisfaction of the Superintendent of Telegraph of the first party, all false work and equipment used in the nastallation or repair work.

10. If the second party at any time shall cease to maintain and operate the said electric line or shall fail faithfully to perform every sarest ment herein contained to be observed or performed by the second party, this permit may forthwith be terminated by the first party. The second party agrees upon termination of this permit to restore said premises to their former state.

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On Line April 17, 1949 k

Mr. C. E. Ekberg:

Your letter of the 12th about reconstruction of Bridge 24 on the Connell Northern Branch which was authorized under AFE 599-E-48 estimated to cost \$22,360:

It is too bad these Form 134 estimates are not made up closer to what the expense is going to be.

While I appreciate your recommendations for Scheme No. 3 which provides for a 50-foot 4" deck plate girder span, I would like to make the following suggestion: Submit to the Milwaukee Scheme No. 2 indicated in Drawing 93250, to which should be added Milwaukee track and sufficient information to show them what the clearance will be and asking for their approval. Assuming that they will approve those clearances, we can then install a plate girder instead of the roll beams if twey so desire.

My reason for submitting the roll beam design instead of the plate girder design is that it will tend to induce them to approve clearances, as they will appreciate that is all you can give them with that design. On the other hand, if you submit drawing for deck plate girder they will know that span can be lengthened a couple of feet.

I do not have with me Mr. Tremaine's letter of Nevember 30, 1948, which you attached. You may have sent it to me but I do not have it with me.



St. Paul, Minnesota April 12, 1949

Mr. Bernard Blum:

We have made a study of the reconstruction of Bridge 24 on the Connell Northern Branch. This work is authorized under AFE 599-E-48 and was estimated to cost \$22,360.

This bridge crosses over the Milwaukee Railroad and consists of lh spans of timber trestle having a total length of 238 ft. The span over the Milwaukee Railroad has a length of 32.1 ft. In 19th under AFE 296-D-th, four bents were renewed with treated piling. It is now proposed to replace the timber span over the Milwaukee tracks with a steel span and rebuild the remainder of the west approach with treated timber.

We have made a number of estimates to determine the most economical permanent structure which we can place over the Milwaukee tracks, and I am attaching prints of the three schemes which we have considered.

Scheme No. 1 shown on Drawing Index No. 93249 consists of a skewed steel bridge with a 341 span over the tracks and one steel approach span about 311 long including five spans of treated timber trestle approach on the west end. The steel structure is to rest on steel bents and masonry. The total cost is \$39,120. This scheme will require that the track be raised about 11, the cost of which is included in above estimate.

Scheme No. 2 shown on Drawing Index 93250 provides for a square crossing having a 50° span over the Milwaukee tracks and a 20° 4½" tower span on the approach. This structure rests on steel bents and concrete pedestal. The estimate also provides for three spans of treated timber trestle. The span over the tracks consists of six 36" wide flange 260 lb. beams and requires that the N. P. tracks be raised 12 3/4". The estimated cost of this structure is \$36,325 which includes raising of track. The horizontal clearance for the Milwaukee Railroad at top of rail is 9'7" and 10' 0" at 4' above top of rail.

Scheme No. 3 shown on Drawing Index 93251 provides for a 50'4" steel DPG span over the Milwaukee tracks and a 20' tower approach span at one end. The superstructure is supported by steel bents on masonry. The estimate also includes the construction of three spans of treated timber trestle. The N. P. track is to be raised 1'11". The estimated cost of this structure including track raise is \$36,850.

- 2 -Our information regarding the grading of the approach is not too complete. We have had to guess on the amount of grading required. The clearance provided for the Milwaukee Railroad is 9:7" at top of rail and 10: at 4: above top of rail. There is not a great deal of difference in cost between Scheme No. 2 and Scheme No. 3. It would be my recommendation that we submit Scheme No. 3 to the Milwaukee for their approval of our clearance. In Scheme No. 3 it would be possible to increase our horizontal clearance without much change, whereas with Scheme No. 2 any increase in clearance will probably prohibit the use of 36" wide flange beams on account of the increase in the L/D ratio. Mr. Tremaine in his letter of November 30, 1948 to me which I am attaching infers that the entire bridge is ready for renewal altho we have only included the new steel structure and west approach in our estimate. Will you please advise your preference and we will arrange to complete the plans or possibly you prefer that a print of general plan be sent to the Milwaukee Railroad before completing plans. C.E. Theroz Enc. CEE: 1

St. Paul, Minnesota April 12, 1949

Mr. Bernard Blum:

We have made a study of the reconstruction of Bridge 24 on the Connell Northern Branch. This work is authorized under AFE 599-E-48 and was estimated to cost \$22,360.

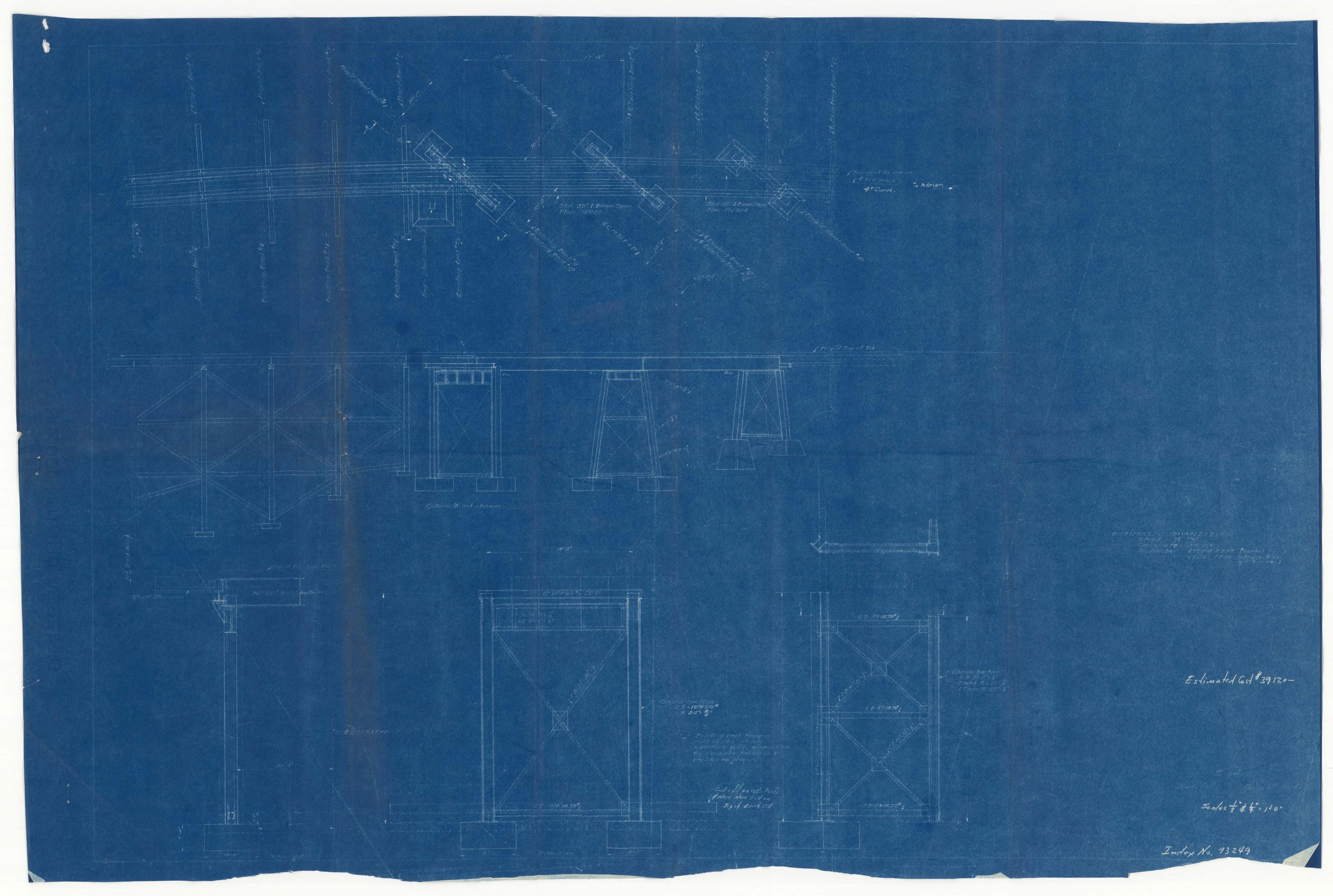
This bridge crosses over the Milwaukee Railroad and consists of 14 spans of timber trestle having a total length of 238 ft. The span over the Milwaukee Railroad has a length of 32.1 ft. In 1944 under AFE 296-D-44, four bents were renewed with treated piling. It is now proposed to replace the timber span over the Milwaukee tracks with a steel span and rebuild the remainder of the west approach with treated timber.

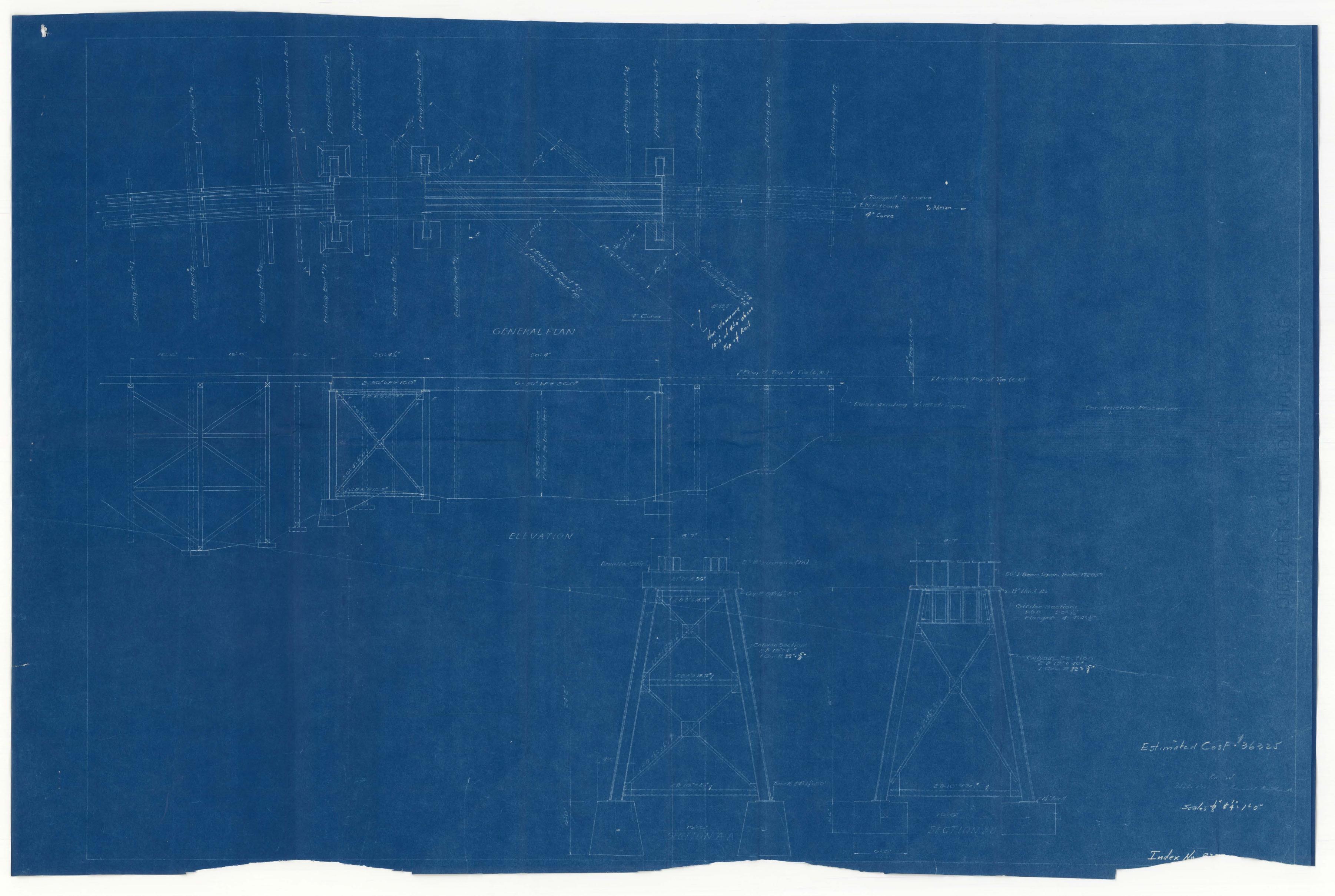
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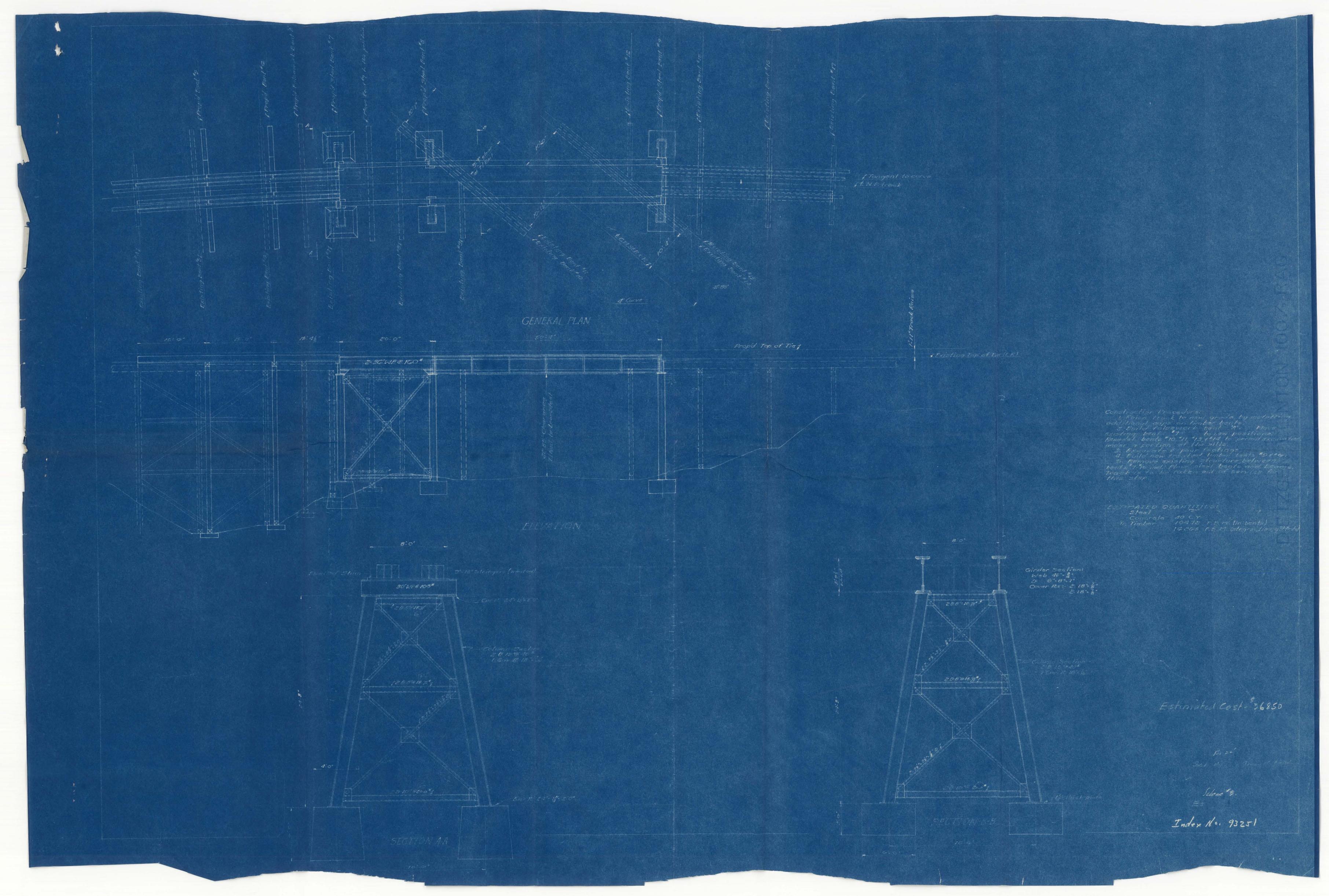
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St.Paul, Minn. Jan.6th, 1949.

Mr. J. T. Derrig:

Yours of Dec.29, file 188-8-10, about plans for permanent steel span over Milwaukee tracks near West Warden, Bridge 24: AFE 599-E-48:

Referring to our letter of Aug. 21 about field survey for this job, Mr. Ekberg now advises this survey was not received until Dec. 3. In the meantime he has been unable to start his plans on this job due to other important work but will endeavor to get his plans under way within the next week which will require about a six weeks period to complete and check the drawings, also submit requisition and secure approval of the Milwaukee RR. as to layout.

A new structural steel span will be required which, under present day conditions, will involve from six to eight months' delivery period and it would, therefore, appear that actual construction work will not be started much before October 1949.

Chief Engineer.

HRP: e

St.Paul, Minn. Jan. 6th, 1949. Mr. J. T. Derrig: Yours of Dec. 29, file 188-8-10, about plans for permanent steel span over Milwaukee tracks near West Warden, Bridge 24: AFE 599-E-48: Referring to our letter of Aug. 21 about field survey for this job, Mr. Ekberg now advises this survey was not received until Dec. 3. In the meantime he has been unable to start his plans on this job due to other important work but will endeavor to get his plans under way within the next week which will require about a six weeks period to complete and check the drawings, also submit requisition and secure approval of the Milwaukee RR. as to layout. A new structural steel span will be required which, under present day conditions, will involve from six to eight months' delivery period and it would, therefore, appear that actual construction work will not be started much before October 1949. Chief Engineer. HRP: e

St. Paul, Minnesota January 5, 1949 Mr. H. R. Peterson: Referring to notation on Mr. Derrig's letter of December 29th to Mr. Blum regarding the status of plans and requisitions for Bridge 24. Milwaukee Undercrossing, near West Warden, Washington. This work is covered by AFE 599-E-48 and provides for the placing of permanent steel spans over the Milwaukee track. We have been waiting for a survey by Mr. Tremaine for some time. This survey was received on December 3rd, but we have not yet done any work on the preparation of plans. Will start I week Brown who to complete & check shops to 6-8 maither File returned. Enc. CEE: 1

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St. Paul, Minnesota January 5, 1949

Mr. H. R. Peterson:

Referring to notation on Mr. Derrig's letter of December 29th to Mr. Blum regarding the status of plans and requisitions for Bridge 2h, Milwaukee Undercrossing, near West Warden, Washington.

This work is covered by AFE 599-E-48 and provides for the placing of permanent steel spans over the Milwaukee track.

We have been waiting for a survey by Mr. Tremaine for some time. This survey was received on December 3rd, but we have not yet done any work on the preparation of plans.

File returned.

C. E. EKBERG

Enc. CEE: 1

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Seattle, Washington December 29, 1948

188-8-10

Mr. Bernard Blum:

West Warden, Wash. - Bridge #24, Milwaukee Undercrossing

AFE 599-E-48, ED 64-48, covers placing of permanent steel span over Milwaukee tracks near West Warden.

Mr. Alsip is tracing me regarding the plans for this work, and I wish you would please advise when the plans will be furnished.

In connection with this subject, I sent you a copy of my letter to Mr. Tremaine of August 16 and also a copy of Mr. Alsip's letter to me of August 13, in which Mr. Alsip stated this work should be handled by contract.

J. T. DERRIG Assistant Chief Engineer

ANB: dl

cc JFA

St. Paul, Minnesota August 20, 1948 Mr. Bernard Blum: Referring to your notation on Mr. Derrig's letter of August 16th to Mr. Tremaine, copy to you, regarding replacement of Bridge 24, Connell Northern Branch. When AFE 599A/I, ED-64, was approved, I wrote to Mr. Tremaine for information so that plans could be prepared. We have not yet received a reply from him and therefore have done no work on this project. C. E. Ehbry CEE: 1

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St. Paul, Minnesota August 20, 1948 Mr. Bernard Blum: Referring to your notation on Mr. Derrig's letter of August 16th to Mr. Tremaine, copy to you, regarding replacement of Bridge 24, Connell Northern Branch. When AFE 599A/I, ED-64, was approved, I wrote to Mr. Tremaine for information so that plans could be prepared. We have not yet received a reply from him and therefore have done no work on this project. C. E. EKBERG CEE: 1

Seattle, Wash. Aug. 16, 1948

188-8-10

Connell Northern Branch - Bridge #24

Mr. H. M. Tremaine:

PP 440

I am attaching hereto copy of Mr. Alsip's letter of Aug. 13th in reference to necessity of handling reconstruction of approaches at Bridge #24, Connell Northern Branch, and the necessity of doing the work immediately - indicating that it may be necessary to handle by contract.

I will thank you to please confirm as to the necessity of doing this work in the immediate future as indicated; also, advise what cost will be required if the work is carried over until next year, anticipating that labor conditions might improve.

In the mean time I am sending copy of this letter together with copy of Mr. Alsip's letter of Aug. 13th to Mr. Blum making inquiry as to the status of plans; also, requesting him to advise if any field survey is necessary in connection with the completion of plans. I will advise you further if any field work is necessary.

J. T. DERRIG

Assistant Chief Engineer

M 66 Okberg Rease advise Demara Blumy

C O P

Seattle, Washington, August 13, 1948

Mr. J. T. Derrig:

AFE 599-E-48 includes Bridge 24 on the Connell Northern Branch - place steel span and replace west approach at Milwaukee crossing.

This bridge is on a 4-degree curve and Supervisor advises that it is very difficult to hold track in line, particularly at the long span over the Milwaukee, and that the bridge is in such condition that plans for the new work should be progressed immediately and the work done at the earliest possible date. Supervisor also states that he has insufficient force to do this job and arrangements should be made to handle by contract.

Will you please determine when the plans for this construction will be available and let me have your comments about the necessity for carrying out this work in the immediate future which will evidently mean that it will have to be contracted.

s/ J. F. ALSIP

Seattle, Washington October 27, 1944 Mr. Bernard Blum: Bridge 24 - Connell Northern. I am attaching for your information and file, two copies of Mr. Crane's letter of October 9th advising that our proposed plan for the reconstruction of Bridge 24 on the Connell Northern meets with their approval. Please note that Mr. Crane advises that our proposed change in plan will not affect the provisions of the Construction and Maintenance agreement of December 31st, 1909 and a supplementary agreement will not be necessary. This manner of handling the change appears to be in accordance with your suggestions. However, I thought you might wish to write a formal letter to Mr. Penfield or have our Legal Department confirm the procedure. BJO/hms

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SWITTER SET TO THE ST TENSOR DELICE

This attaching for your Filtership on the file, two copies of Mr. Crawerd latter of proposed plan for the recent meating at File 24 on the Comment Forthern meets with their approval.

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Seattle, Washington October 27, 1944

Mr. Bernard Blum:

Bridge 24 - Connell Northern.

I am attaching for your information and file, two copies of Mr. Crans's letter of October 9th advising that our proposed plan for the reconstruction of Bridge 24 on the Connell Northern meets with their approval.

Please note that Mr. Crane advises that our proposed change in plan will not affect the provisions of the Construction and Maintenance agreement of December 31st, 1909 and a supplementary agreement will not be necessary. This manner of handling the change appears to be in accordance with your suggestions. However, I thought you might wish to write a formal letter to Mr. Penfield or have our Legal Department confirm the procedure.

J. T. DERRIG

BJO/hms

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RR CO.

Seattle 1, Washington

October 9, 1944

Mr. J. T. Derrig, Asst. Chief Engr., N.P.Ry.Co., Seattle, 4, Wash.

Dear Sir:

Referring to your letter of September 25 and previous correspondence regarding the filling of a portion of your bridge #24 (Our EE-220½) which carries your Connell Branch over our main line west of Warden.

Your plan 93211, dated August 9, 1944 and revised to provide for filling of five spans on the Connell end of your bridge and one span on the other, has our approval. It will not affect the provisions of the agreement of December 31, 1909, which provides for this overcrossing, and a supplementary agreement will not be necessary.

I am giving our Division Engineer at Spokane a copy of this letter, together with a copy of your letter of September 25 and the plan. I am asking him to permit you to set the right of way fence in slightly so as to permit stock to travel under your bridge between the fence and the toe of your slope. If it is necessary to change the location of our telephone line slightly that can be handled with Mr. L.W.Smith, our Assistant Superintendent of Telegraph, here at Seattle.

Yours truly,

S/ E.B. Crane

Principal Assistant Engineer.

BEC-k LFD WHP GHH EHJ LWS

COPY

Seattle 1, Washington

October 9, 1944

Mr. J. T. Derrig, Asst. Chief Engr., N.P.Ry.Co., Seattle, 4, Wash.

Dear Sir:

Referring to your letter of September 25 and previous correspondence regarding the filling of a portion of your bridge #24 (Our EE-220½) which carries your Connell Branch over our main line west of Warden.

Your plan 93211, dated August 9, 1944 and revised to provide for filling of five spans on the Connell end of your bridge and one span on the other, has our approval. It will not affect the provisions of the agreement of December 31, 1909, which provides for this overcrossing, and a supplementary agreement will not be necessary.

I am giving our Division Engineer at Spokane a copy of this letter, together with a copy of your letter of September 25 and the plan. I am asking him to permit you to set the right of way fence in slightly so as to permit stock to travel under your bridge between the fence and the toe of your slope. If it is necessary to change the location of our telephone line slightly that can be handled with Mr. L.W.Smith, our Assistant Superintendent of Telegraph, here at Seattle.

Yours truly,

S/ E.B. Crane

Principal Assistant Engineer.

BEC-k LFD WHP

WHP

EHJ LWS COPY

1000

October 23, 1944

Mr. E. B. Grane, Principal Assistant Engineer, C. M. St. P. & P. Company, White Building, Seattle, Washington.

Bridge 24, Connell Northern

Dear Sir:

I wish to acknowledge receipt of your letter of October 9th advising that our proposed plan for filling five spans on the Connell end and one span on the Adco end of our Bridge 24 (your bridge # EE-2202) on our Connell Branch is satisfactory. I am writing Mr. Tremsine, our District Engineer at Spokane and asking him to contact your Division Engineer there in regard to resetting your right-of-way fence as required to permit stock to pass between the fence and the toe of our new slope. I am suggesting that we have our contractor reset your right-of-way fence in accordance with the plan agreed to by your Division Engineer and our Mr. Tremains. This would eliminate the necessity of requiring one of the Company forces to do the

Our plan indicates that your telephone line will have to be carried under the bridge one span north of its present location or raised in its present location. I am asking Mr. Tremaine to check this detail in the field and advise definitely whether or not a change will have to be made in your telephone line. I will advise you further as soon as I receive his reply.

Very truly yours,

J. T. DERRIG

ASSISTANT CHIEF ENGINEER

5

BJO/hms

CC: DSC

BB



October 23, 1944

Hr. E. B. Crane, Principal Assistant Engineer, C. M. St. P. A P. Company, White Hallding, Senttle, Mashington. Bridge Mt, Connall Northern

Dear Sir:

I wish to acknowledge receipt of your letter of October 9th advising that our proposed plan for filling five spans on the Connell end and one span on the Adco and of our Bridge 2h (your bridge f EE-220%) on Our Connell Branch is satisfactory. I am writing Mr. Tremsine, our District Engineer at Spokene and asking his to contact your Division Engineer there in regard to resetting your right-of-way fence as required to permit stock to pass between the fence and the toe of our new slope. I am suggesting that we have our contractor reset your right-of-way fence in socordance with the plan agreed to by your Division Engineer and our Mr. Tressine. This would eliminate the necessity of requiring one of the Company forces to do the

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Very braly yours,

J. T. DERRIG

ASSIDTANT CHISP ENGINEER

330/luis

CC1 DSC

BB

Saint Faul, October 16,1944

MR. J. T. DERRIG:

Your letter of the 14th about filling bridge 24 on the Connell Northern Line:

If it is not economical to fill the one span on the Adco end, then there is no argument to do the filling. I assume that originally it was figured that this was the economical thing to do. As I view it the length of the bridge we leave in place is of no concern to the Milwaukee so long as we adequately take care of their trackage; and I see no necessity for taking up with Mr. Grane for permission to omit the filling of the span on the Adco end.

bb/s

Seattle, Washington AIRMAIL October 14, 1944 Mr. Bernard Blum: Bridge 24 - Connell Northern Idaho Division. Mr. Crane of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company has advised that our plan of filling five spans on the Connell End and one span on the Adco end of our Bridge 24, near Warden, meets with their approval and that it will be satisfactory to change their telegraph line and fence line to fit in with this new plan. A copy of his letter is attached, herewith, for your information. The filling of Span #1 on the Adco end, in my opinion should not be done at this time because of the difficulty of obtaining or placing suitable fill material. Mr. Tremaine was unable to locate suitable fill material on the north side of the Milwaukee track and using the pit selected for the fill material on the other side would necessitate installing a crossing for only 500 cubic yards of material. I presume that the Milwaukee would have no objections to our perpetuating the use of this span and will advise Mr. Crane of our change in plan if you concur in my recommendation that we not fill span #1 on the Adco end at this time. I am attaching for your information, copies of Mr. Tremaine's and Mr. Young's letters of October 10th regarding the filling of this bridge. I will thank you to advise by wire, whether or not you concur in the above recommendation so that I can arrange for handling the work. Marin BJO/hms CC: BB (RR Mail) RRB

AIRMAIL

Seattle, Washington October 14, 1944

Mr. Bernard Blum:

Bridge 24 - Connell Northern Idaho Division.

Mr. Crane of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company has advised that our plan of filling five spans on the Connell Mnd and one span on the Adco end of our Bridge 24, near Warden, meets with their approval and that it will be satisfactory to change their telegraph line and fence line to fit in with this new plan. A copy of his letter is attached, herewith, for your information.

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I presume that the Milwaukee would have no objections to our perpetuating the use of this span and will advise Mr. Crane of our change in plan if you concur in my recommendation that we not fill span #1 on the Adco end at this time.

I am attaching for your information, copies of Mr. Tremaine's and Mr. Young's letters of October 10th regarding the filling of this bridge. I will thank you to advise by wire, whether or not you concur in the above recommendation so that I can arrange for handling the work.

BJO/hms

J. T. DERRIG

CC: BB (RR Mail)

Brazy weren Chicago, Milwaukee, St. Paul and Pacific Railroad Company HENRY A. SCANDRETT, WALTER J. CUMMINGS, GEORGE ! HAIGHT TRUSTEES LINES WEST OF MOBRIDGE OFFICE OF PRINCIPAL ASSISTANT ENGINEER SEATTLE ! WASHINGTON PRINCIPAL ASSISTANT ENGINEER October 9, 1944 Mr. J.T. Derrig, Asst. Chief Engr., N.F. Ry. Co., Seattle, 4, Wash. Dear Sir: Referring to your letter of September 25 and previous correspondence regarding the filling of a portion of your pridge #24 (our BE-220) which carries your Connell Branch over our main line west of Warden. Your plan 93211, dated August 9, 1944 and revised to provide for filling of five spans on the Connell end of your bridge and one span on the other, has our approval. It will not affect the provisions of the agreement of December 31, 1909, which provides for this overcrossing, and a supplementary agreement will not be necessary. I am giving our Division Engineer at Spokane a copy of this letter, together with a copy of your letter of September 25 and the plan. I am asking him to permit you to set the right of way fence in slightly so as to permit stock to travel under your bridge between the fence and the toe of your slope. If it is necessary to change the location of our telephone line slightly that can be handled with Mr. L.W. Smith, our Assistant Superintendent of Telegraph, here at Seattle. Yours truly, En & Commerce Principal Assistant Engineer. EBC-k TFD WHP OFFICE OF CHH ASST. CHIEF ENG! EHJ UCT 10 1944 LWS M. P. RY. Y SEATTLE, WASH

OFFICE OF ASST. CHIEF ENGR. OCT 1 1 1944 Spokane, Washington Gctober 10, 1044 N. P. RY. CO. SEATTLE, WASH. Mr. J. T. Dorrin: Bridge 24, Connell Morthern Please be referred to yours of September 25 enclosing prints of bridge Engineer's brawing 98211, revised to provide for the filling of five spans on the Connell end and one span on the Adco end of Bridge 24. You ask to have location of the Milwaukee telegraph line and right of way fence shown for your further handling with the Milwaukee. I am attaching one print upon which the location of these things are shown in yellow, and a copy of report from Division Engineer Young of this date. You will note that Mr. Young estimates that It is feasible to fill the five west spans, involving 6700 cubic yards of trucknaul borrow from gravel pit off the right of way. The material in the cuts is not suitable for train hauling in, as it is of the volcanic ash nature and because it assumes such a flat slope would not be suitable for this work. As you know, this volcanic ash is of such a light nature that much of it has to receive a blanket of other material hauled in in order to hold it in place. Therefore, if we are to fill this portion of the bridge, the truck haul borrow must be made as outlined. With respect to the one span on the east and which also has been suggested for filling. This will require about 500 cubic yards but it is not very practicable to fill this with truck haul borrow from the site selected for the five spans on the west end, and therefore the cost of filling would be much more than it should be. I see no reason why we should fill tais span at this time. We cannot employ the ordinary train haul material available and I do not like to initiate an operation of truck haul borrow, with the acquisition of the borrow privilege, for only 500 cubic yards of dirt, which would be required because we cannot truck across the Milwaukee railroad. You understand of course that if the five spans on the west end are filled, we cannot pull the stringers this fall until settlement has taken place. This has been discussed with Supervisor Stang and he goes along with that decision. There are no section men available for picking up the track on this branch, which would be required if the stringers were pulled this fall. HUT-b encls District Engineer

Bridge 24, Connell Northern Branch.

Attached are blue prints on which I have shown the location of the C. M. St. P. & P. telegraph line and fence. The fence can be moved to next span east to provide for cattle pass.

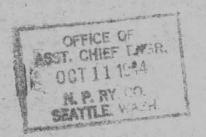
The yardage for filling the five west spans is 6700 cm. yds. and for the one east span is 500 cm. yds.

The only suitable material for filling which I could locate in this vicinity is a gravel pit off the right of way (a gravel pit apparently worked by Commty) about

could locate in this vicinity is a gravel pit off the right of way (a gravel pit apparently worked by County) about 1000' to left of MP 24. This would make a truck haul of about 2500 to 2800 feet. There is a dirt cut about MP 25½ but this is not suitable material, as it is of volcanic ash nature.

(S) J. A. Young Division Engineer

COPY



Seattle, Washington October 14, 1944

AIRMAIL

Mr. Bernard Blum:

Bridge 24 - Connell Northern Idaho Division.

Mr. Crane of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company has advised that our plan of filling five spans on the Connell End and one span on the Adco end of our Bridge 24, near Warden, meets with their approval and that it will be satisfactory to change their telegraph line and fence line to fit in with this new plan. A copy of his letter is attached, herewith, for your information.

The filling of Span #1 on the Adco end, in my opinion should not be done at this time because of the difficulty of obtaining or placing suitable fill material. Mr. Tremaine was unable to locate suitable fill material on the north side of the Milwaukee track and using the pit selected for the fill material on the other side would necessitate installing a crossing for only 500 cubic yards of material.

I presume that the Milwaukee would have no objections to our perpetuating the use of this span and will advise Mr. Crane of our change in plan if you concur in my recommendation that we not fill span #1 on the Adco end at this time.

I am attaching for your information, copies of Mr. Tremaine's and Mr. Young's letters of October 10th regarding the filling of this bridge. I will thank you to advise by wire, whether or not you concur in the above recommendation so that I can arrange for handling the work.

BJO/hms

BB (RR Mail)

RRB

J. T. DERRIG

Bridge 24 - Connell Herbbern

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is a stranging for your information, copies of Mr. Translate to the selder. Truncis like in the copies of this bridge. I will brank you to advise by wire, whicher or not you condur in the above recommendation so that I can arrange for hadituting the work.

Balo/hass (List SH) SE

Bru 24 bisas en Chicago, Milwaukee, St. Paul and Pacific Railroad Company HENRY A. SCANDRETT, WALTER J. CUMMINGS, GEORGE I HAIGHT TRUSTEES LINES WEST OF MOBRIDGE OFFICE OF PRINCIPAL ASSISTANT ENGINEE F. B. CRANE SEATTLE I WASHINGTON PRINCIPAL ASSISTANT ENGINEER October 9. 1944 Mr. J.T. Derrig, Asst. Chief Engr. N.P. Ry. Co., Seattle, 4, Wash. Dear Sir: Referring to your letter of September 25 and previous correspondence regarding the filling of a portion of your bridge #24 (our BE-2201) which carries your Connell Branch over our main line west of Warden. Your plan 93211, dated August 9, 1944 and revised to provide for filling of five spans on the Connell end of your bridge and one span on the other, has our approval. It will not affect the provisions of the agreement of December 31, 1909, which provides for this overcrossing, and a supplementary agreement will not be necessary. I am giving our Division Engineer at Spokane a copy of this letter, together with a copy of your letter of September 25 and the plan. I am asking him to permit you to set the right of way fence in slightly so as to permit stock to travel under your bridge between the fence and the toe of your slope. If it is necessary to change the location of our telephone line slightly that can be handled with Mr. L.W. Smith, our Assistant Superintendent of Telegraph, here at Seattle. Yours truly, Principal Assistant Engineer. EBC-k LFD MHP OFFICE OF GHH ASST. CHIEF ENG! EHJ OCT 1 0 1944 LWS N. P. RY. CO. SEATTLE WASH

OFFICE OF ASST. CHIEF ENGR. OCT 1 1 1944 Spokane, Washington N. P. RY. CO. October 10, 1044 SEATTLE, WASH. Mr. J. T. Dorrin: Bridge 24, Connell Northern Please be referred to yours of September 25 enclosing prints of bridge Engineer's Drawing 83211, revised to provide for the filling of five spans on the Connell end and one span on the Adco end of Bridge 24. You ask to have location of the Milwaukee telegraph line and right of way fence shown for your further handling with the Milwaukee. I am attaching one print upon which the location of these things are shown in yellow, and a copy of report from Division Engineer Young of this date. You will note that Mr. Young estimates that it is feasible to fill the five west spans, involving 8700 cubic yards of trucknaul borrow from gravel pit off the right of way. The material in the cuts is not suitable for train hauling in, as it is of the volcanic ash nature and because it assumes such a flat slope would not be suitable for this work. As you know, this volcanic ash is of such a light nature that much of it has to receive a blanket of other material hauled in in order to hold it in place. Therefore, if we are to fill this portion of the bridge, the truck haul borrow must be made as outlined. With respect to the one span on the east end which also has been suggested for filling. This will require about 500 cubic yards but it is not very practicable to fill this with truck haul borrow from the site selected for the five spans on the west end, and therefore the cost of filling would be much more than it should be. I see no reason why we should fill this span at this time. We carnot employ the ordinary train haul material available and I do not like to initiate an operation of truck haul borrow, with the acquisition of the borrow privilege, for only 500 cubic yards of dirt, which would be required bocause we cannot truck across the Milwaukee railroad. You understand of course that if the five spans on the west end are filled, we cannot pull the stringers this fall until settlement has taken place. This has been discussed with Supervisor Stang and he goes along with that decision. There are no section men available for picking up the track on this branch, which would be required if the stringers were pulled this fall. 田岡丁-b encla District Engineer

Mr. H. M. Tremaine:

Bridge 24, Connell Northern Branch.

Attached are blue prints on which I have shown the location of the C. M. St. P. & P. telegraph line and fence. The fence can be moved to next span east to provide for cattle pass.

The yardage for filling the five west spans is 6700 cu. yds. and for the one east span is 500 cu. yds.

The only suitable material for filling which I could locate in this vicinity is a gravel pit off the right of way (a gravel pit apparently worked by County) about 1000' to left of MP 24. This would make a truck haul of about 2500 to 2500 feet. There is a dirt.cut about MP 25½ but this is not suitable material, as it is of volcanic ash nature.

(S) J. A. Young Division Engineer

OOPY



RRB
Formote
BBP 9/28 NORMONS

September 25, 1944

Mr. E. B. Crane, Prin. Assistant Engineer C. M. St. P. & P. Ry., White-Henry-Stuart Building Seattle (22), Washington

Dear Sir:

Bridge 24 - Connell Northern

In reference to your letter of September 18th and our other correspondence regarding filling of portion of our Bridge #24, your Bridge #EE-220½, west of Warden, I wish to advise that the plan has been corrected to fill only five spans on the Connell end and one span on the Adco end as suggested as an alternate by you and Mr. Ornburn.

This plan eliminates the necessity of the culvert referred to in your letter of September 1st and provides ample room between the toe of our proposed fill and your embankment for any runn-off without wash, that might be experienced at this location.

We do not have ties to your telephone line which goes under span 14. We will check this detail in the field and if it is found that it is necessary or advisable to change your telephone line due to the construction of the new fill, we will advise you. Our recent inspection showed that some stock passed under our bridge in getting from one side of our track to the other. We would appreciate being permitted to set your right-of-way fence in slightly to permit stock to travel between it and the toe of our slope. The only location that this would be required would be in the vacinity of where Section AA is taken on our plan #93211.

We are mailing to you, herewith, two prints of our Drawing #93211 for your review and comments. I will thank you to advise at your earliest convenience, whether or not this plan meets with your approval and if it will be necessary to prepare a supplementary agreement covering the changes in this bridge.

Very truly yours,

J. T. DERRIG ASSISTANT CHIEF ENGINEER

BJO:hms CC: BB, HMT

Saptember 25, 1944

Mr. R. B. Crane, Prin. Assistant Engineer C. M. St. P. & P. My., White-Henry-Stuart Building Seattle (22), Washington

Bridge 2A - Connell Northwan

Dear Sir:

In reference to your letter of September 18th and our other correspondence regarding filling of portion of our Bridge #24, your Bridge #EE-220g, west of Warden, I wish to advise that the plan has been corrected to fill only five spans on the Connell and one span on the ideo end as saggested as an alternate by you and Mr. Oraburn.

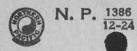
This plan eliminates the necessity of the culvert referred to in your letter of September let and provides ample room between the toe of our proposed fill and your embansment for any runn-off without wash, that might be experienced at this location.

We do not have ties to your telephone line which goes under span lA. We will check this detail in the field and if it is found that it is necessary or advisable to change your telephone line due to the construction of the new fill, we will advise you. Our recent inspection showed that some stock passed under our bridge in getting from one side of our track to the other. We would appreciate being permitted to set your right-of-way fence in slightly to permit stock to travel between it and the toe of our slope. The only location that this would be required would be in the vacinity of where Section AA is taken on our plan #93211.

We are mailing to you, herewith, two prints of our Drawing \$93211 for your review and comments. I will thank you to advise at your earliest convenience, whethereor not this plan meets with your approval and if it will be necessary to prepare a supplementary agreement covering the changes in this bridge.

Very bruly yours,

J. T. DERRIG ASSISTANT CHIEF ENGINEER BJO:hms CC: BB, EMT



TELEGRAM—BE BRIEF

TIME FILED

3075 M.

St.Paul, Minn. Sept.22, 1944. 10 15 am

J. T. Derrig Seattle

D-725. Eight prints sent you yesterday

will follow today. P221.

HRP:e

Bernard Blum.

Mail copy: Br. 24 Connell Northern.

Two additional prints

1944 SEP 21 PM 7 45

STP

P-196 PLEASE EXPEDITE PLANS BRIDGE NBR 24 ALL POSSIBLE ALSO SEND TWO ADDITIONAL PRINTS FOR MR CRANES USE D-725

J T DERRIG



TELEGRAM

TELEGRAM

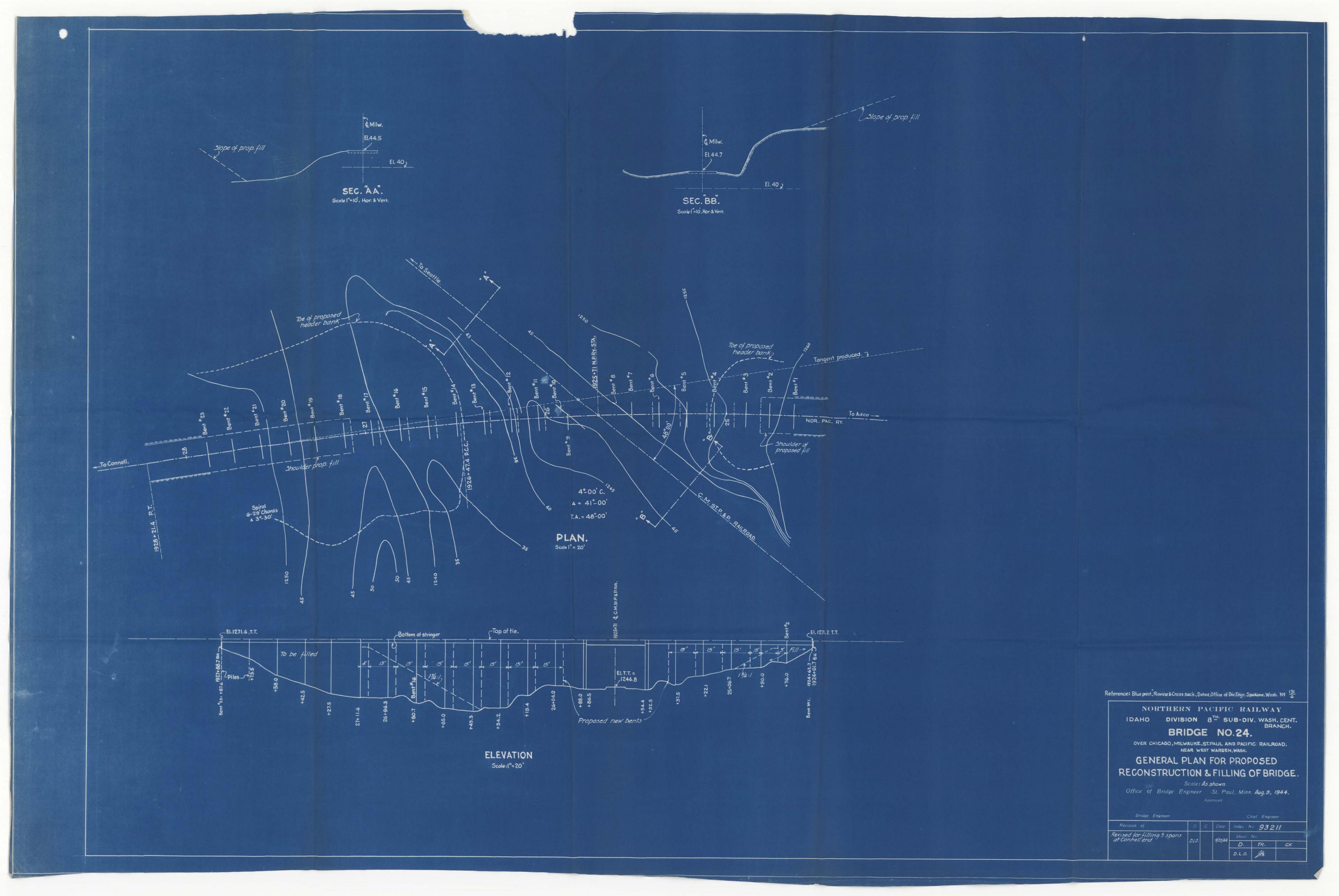


SEND ING VDDILIONAL BRINIS BOW ME CEVNES REE D-150 10

DESSIG

STA ER.

RRB Saint Paul, Sept. 20, 1944. Mr. Bernard Blum: Referring to Mr. Derrig's wire D-715 to you, copy to me, in regard to drawing 93211, plan covering reconstruction of Bridge 24 on the Connell Northern. As requested by Mr. Derrig, I have revised the plan to eliminate one span at the Adco end and five spans at the Connell end in accordance with your letter of September 14 to Mr. Derrig. Eight prints of revised plan are attached. RRBrockway





TELEGRAM—BE BRIEF

TIME FILED

St. Paul, Minn. Sept.19, 1944 5 pm

J.T. Derrig Seattle

D-715. Brockway will complete revised plan within next few days. P196

HRP:e Bernard Blum

BERNARD BLUM

1944 SEP 19 PM 2 02

PLEASE ?

ARRANGE TO HAVE DRAWING 93211 COVERING PLAN OF RECONSTRUCTING BRIDGE 24 CONNELL NORTHERN REVISED TO ELIMINATE ONE SPAN ADCO END AND 5 SPANS CONNELL END AS PER YOUR LETTER SEPTEMBER 14TH AND SEND US EIGHT REVISED PRINTS STOP MR CRANE HAS REQUESTED REVISED PLAN AND THINKS MR PENFIELD WILL WANT SUPPLEMENTARY AGREEMENT I WILL DISCUSS WITH HIM AS SOON AS I RECEIVE REVISED PLAN D-715 ORIG B CY RRB

J T DERRIG.

SEATTLE 19

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TELEGRAM

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SEATTLE 19

BERNARD BLUM

SIP

PLEASE

B CA BEB

ARRANCE TO HAVE DEASING 93211 COVERING PLAN OF RECOM-STRUCTING BRIDGE SA CONNELL NORTHERN REVISED TO ELIMINATE ONE SPAN ADCO END AND 5 SPANS CONNELL END AS PER YOUR LETTER SEPTEMBER 14TH AND SEMB US EIGHT REVISED PRINTS STOP HR CRANG MAS REQUESTED REVISED PLAN AND THINKS HR PENFIELD WILL WANT SUPPLEMENTARY ACREMENT I SILL DISCUSS WITH HIM AS SOON AS I RECEIVE REVISED PLAN D-715 ORIG

J T BEARIG.

3075 At Peattle, Peptember 14,1944 MR. J. T. DERRIG: Your letter of the 5th about proposed filling of portion of our bridge 24 on the CONNECL NORTHERN line: in view of Mr. Ornburn's report, which summarises the conclusions of Messre. Crane, Tresaine, and himself, I agree that the olen now proposed is satisfactory, i.e., fill open 1 on the Adeo end, and fill five scene only on the Connell or scutterly end. That will make it unnecessary to provide culvert, which are grane has suggested, and will also not change the situation with respect to the use of this bridge as a cattle pass. - do not recall whether this work has been covered by Affi, and would be glad to have you send in the necessary AFE data. do not think that this will nullify any of the provisions of the December 31, 1909 contract, as it affects the temporary bridge only, and does not change the Borthern Pacific obligation to construct a permanent bridge with the clearances provided for in the contract when it becomes necessary to build such a structure. co-dr. R. a. Brockway Mr. W. H. Penfield Br. D. B. Crane bb/s

Mr. Bernard Blum: Bridge 24 - Connell Northern In accordance with your letter of August 20th, we contacted Mr. Crane regarding filling a portion of bridge 24 on the Connell Northern and were advised that the Milwaukes would be agreeable to permitting us to fill a portion of the bridge with the understanding that when they desire to place additional tracks we will change our bridge to permit such construction as proposed in your letter of August 10th to Mr. Penfield. However, Mr. Crane requested that a culvert be provided under the fill on the Connell end of the bridge instead of consentrating the run-off from 1200 acres between the timber bulkhead and their track as shown on Drawing Index No. 93211, print attached for your convenience. In Mr. Tremaine's letter of August 25th, he calls attention to the Milwaukee telegraph line thru span 9, Connell End (Span 14, Drg. 93211) and, also, the use of this span as a stockpass. The telegraph line would have to be changed in case any of the proposed filling was done on the Connell End. Provision could be made for routing stock between the toe of our fill and the Milwaukee fence as suggested in Mr. Ornburn's letter of September 2, if only five spans on the Connell end are filled, otherwise, the stock could cross the track at grade as they do elsewhere along this line, which is not fenced in this vacinity. In view of the fact that the plan as shown on Drawing Index No. 93211 is not satisfactory and that the Milwaukee will require a culvert thru our fill if we fill seven spans on Connell end, I recommend that we fill only five spans on the Connell end which will do away with the required culvert and permit stock to still go under the structure at a lower cost even if the structure were replaced completely with treated timber at this time. Also, I recommend that the structure be used with minor required repairs until the structure has served its useful life and then it can be replaced in accordance with the proposed new spacing of bents. Span 1, Adcomend, should be filled as shown on Drawing, Index No. 93211, but it will not be necessary to place new bents at existing bents two to seven at this time. I will thank you to advise your desire in the filling and repairs of this bridge and have Mr. Brockway revise Drawing Index No. 93211 accordingly as soon as possible so that we can line up materials and the Contractor. I am sending a copy of this letter and one copy of each of the attached letters to Mr. Brockway so that he will have the information in case you desire

Bernard Blum:

September 5, 1944

to communicate with him while on line.

J. T. DERRIG

BJO:hms

CC: RRB

HMT

1 cy. ea. BB - St. Paul, 1 cy. ea. BB- Car #4 - Seattle

Encls.

2 copies Tremaine's letter of August 25, 1944

" " C Crane's " " September 1, 1944
" " Ornburn's " " September 2, 1944

2 print Drawing Index No. 93211

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Seattle, Washington September 2, 1944 Mr. J. T. Derrig: Bridge 24 - Connell Northern In accordance with your request of August 24th, I contacted Mr. Crane on August 26th, regarding the filling of a portion of Bridge 24, on the Connell Northern and at that time, his file was in the hands of the Milwaukee Division Engineers in Spokane. It was not until September 1st that this file was returned and wewere able to get together and discuss the proposed plan. The proposed plan for revising this bridge as shown on Bridge Engineers Drawing, Index #93211 shows that one span on the Adco end and seven spans on the Connell end are to be filled and that a timber bulkhead is to be provided where our embankment encroaches upon the Milwaukee, also, this plan notes proposed new bents for all bents except the bents adjacent to the Milwaukee track. The work covered on 134 Forms for 1944 and previous work covered filling of eight spans on the Connell end and two spans on the Adco end and repairs to the existing bents. I assumed that the proposed new bents one to be constructed at such time as the condition of existing structure would justify its replacement. Mr. Grand's file shows that there is 1200 acres of drainage that has to be taken care of at this point and that they have had two washouts some 600' west of the above referred to overpass in the past 30 years, therefore, he requested that a culvert be placed through our embankment in order that the runoff from the 1200 acres would not have to be carried between our proposed crib and their track, as shown in Section AA on Drawing Index #93211. I agree with Mr. Crane that confining the runoff from 1200 acres into the water way area shown in Section AA, would possibly cause damage to the Milwaukee track during extreme runoffs. This condition can be corrected either by placing a pipe through our fill as noted in Mr. Crane's letter of September 1st, or by only filling five spans on the Connell end of the existing bridge. The 36" pipe suggested by Mr. Crane is, in my opinion, inadequate as it would have only a coefficient of .2. The 48" pipe proposed by Mr. Tremaine would be possibly, satisfactory, although, it only has a coefficient of .36. 60" pipe would have a coefficient of .58 for this drainage area. (1)

The cost of pipes, if placed between bents 15 and 16, as suggested by the Milwaukee Division Engineer, would be as follows:

	Material	Labor	Total
36" RCP x 136"	\$544	\$136	\$580
48" RCP x 136'	816	170	986
60" RCP x 136"	1428	204	1632

The cost of pipes, if placed between bents 13 and 14 as agreed to by Mr. Crane and myself would be as follows:

	Material	Labor	Total
36" RCP x 110'	\$ 440 660	\$110 137	\$550 797
60" RCP x 110'	1155	165	1320

The following cost of filling and replacing spans 6 and 7 with treated timber when necessary, in my opinion, justifics filling only five spans on the Connell end of the bridge:

Cost of Filling Span 6 and 7 on Minimum Size Pipe Proposed

		Material	Labor
3240 Cu. Yd. at .20/.40		\$648	\$1296
Ballast		15	15
Pipe		440	110
Removing Old Bridge	-		50
Changing Mil. Tel. & Tel.	Line -	50	100
Changing Mil. Fence		1.0	15
		\$1163	\$1586
			1163
			\$2749
10% Eng. & Cont. Total			\$3,024

Cost of Replacing Spans 6 & 7 with Treated Timber

	37-41-7	
3.5 MFBM Tr. Lumber at 65./85	Material \$230	Labor \$300
10 - 50' Tr. Piles .70/.70		THE RESERVE OF THE PARTY OF THE
Removing Old Bridge	350	350 50
Changing Mil.Tel. & Tel.Line	50	100
Changing Mil. Fence	10	15
	\$640	15 \$815
		640
		\$1455
10% Eng. & Cont.		145
Total (2)		\$1600

September 2, 1944 J. T. Derrig In regard to Mr. Tremaine's letter of August 25th, calling our attention to the Milwaukee Telegraph line and stock trail through the 9th span from the Connell end of the bridge, I wish to advise that the telegraph line could be changed to fit any plan of construction we decide to build. I checked for an agreement covering the use of the structure as a stockpass after my inspection of June 6th, 1944 and found that there was no such agreement in either our office or the Right-of-Way Office. Any rights that the adjacent property owner would have would be because of his use of the structure as a stockpass. I recommend that we fill span one on the Adco end of the bridge as shown on Drawing Index No. 93211 and five spans on the Connell end and repair the remainder of the existing structure as proposed and approved on the 134 forms with such additional repairs as are required to repair bents 2,15, 16 and 17 that the 134 forms proposed to eliminate. By making the above recommended repairs and filling, we would eliminate the required long culvert, eliminate the timber bulkhead shown on Drawing, Index No. 93211 and could make provision for a stockpass between the toe of our slope and the Milwaukee Right-of-Way fence. When the existing structure has served its life, it can be replaced with a new structure with bent spacing proposed on Drawing Index No. 93211. For your information, I wish to advise that Mr.Crane's file showed that the proposed future tracks would be required on the North or Adco side of their existing track and Mr. Crane stated that his company would be agreeable to permit us to fill a portion of the bridge with the understanding that when they desire to place additional tracks, we will change our bridge to permit such construction. This proposal was made inMr.Blum's letter of August 10th to Mr. Penfield, Chief Engineer of the CMStP&P Railroad. BJO:hms CC: HMT (3)

Spokane, Washington August 25, 1944 Mr. B. J. Ornburn: Please see Mr. Derrig's letter to Mr. Crane of August 24th, copy to you, stating that you would get in touch with him and handle the outline of what was in mind in the way of filling a portion of Bridge 24 on the Connell Northern. Please be referred to the sketch dated Office of Division Engineer, Spokane, July 3, 1944, which was sent to Mr. Derrig with mine of July 6. Yesterday on bridge inspection I noted that the Milwaukee telegraph line crosses underneath this trestle in Span 9 from the Connell end, and the low wires are 10' above the ground. I also noted that Span 9 is likewise used as a stockpass. Neither on of these features appear on Mr. Young's cross-sections. Provision of course will have to be made for the Milwaukee telegraph line and you should check with

Mr. Williams to determine if the right to use Span 9 as a stockpass could have been acquired by use. I do not suppose it will be possible to get an exact date of when this use has started and we would have to presume it has been indefinite.

> S/ H M Tremaine District Engineer

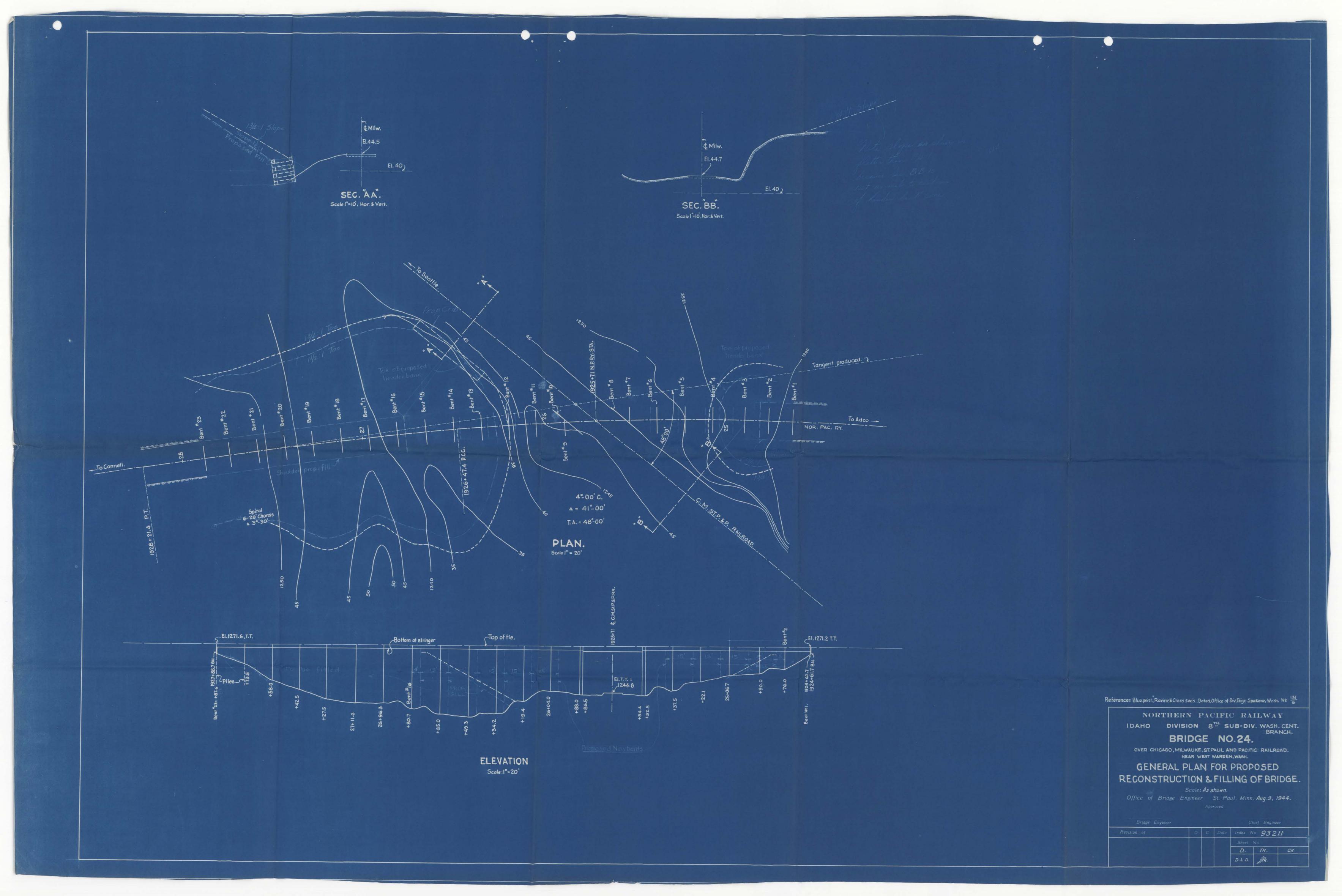
HMT-b c Mr. J.A. Young

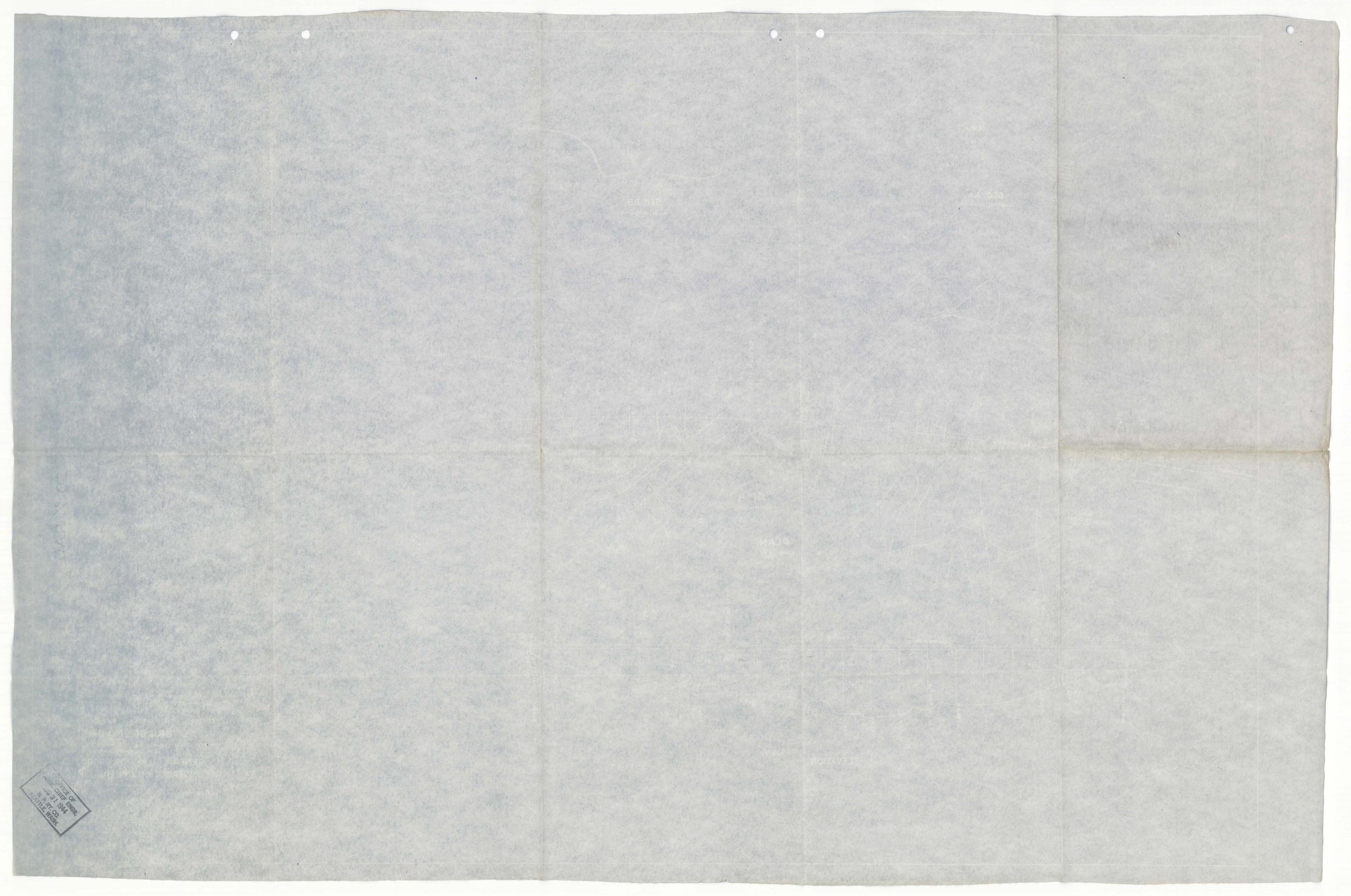
COPY

Spokane, Washington August 25, 1944 Mr. B. J. Ornburn: Please see Mr. Derrig's letter to Mr. Crane of August 24th, copy to you, stating that you would get in touch with him and handle the outline of what was in mind in the way of filling a portion of Bridge 24 on the Connell Northern. Please be referred to the sketch dated Office of Division Engineer, Spokane, July 3, 1944, which was sent to Mr. Derrig with mine of July 6. Yesterday on bridge inspection I noted that the Milwaukee telegraph line crosses underneath this trestle in Span 9 from the Connell end, and the low wires are 10' above the ground. I also noted that Span 9 is likewise used as a stockpass. Neither on of these features appear on Mr. Young's cross-sections. Provision of course will have to be made for the Milwaukee telegraph line and you should check with Mr. Williams to determine if the right to use Span 9 as a stockpass could have been acquired by use. I do not suppose it will be possible to get an exact date of when this use has started and we would have to presume it has been indefinite. S/ H M Tremaine District Engineer HMT-b c Mr. J.A. Young COPY

CHICAGO, MILWAUKEE, St. PAUL AND PACIFIC RAILROAD COMPANY Seattle 1, Washington September 1, 1944 Mr. J. T. Derrig: Asst. Chief Engineer, N.P.Ry., Seattle, Washington Dear Sir: Referring to your letter of August 24 and previous correspondence about proposed filling of a portion of your bridge #24, our EE-2202, west of Warden, on our main line. On the basis of your proposed plan, your Index #93211, our Division Engineer recommends, and I concur, that you provide a 36" pipe culvert thru your proposed fial; the pipe to be located between your present bents 15 and 16, with invert elevation at 1238. Mrl Ornburn and I have looked over the data that we have and it appears in the event of filling your bridge as planned this culvert, and at about that elevation, would be necessary to protect our railroad altho its location might be placed between bents 13 and 14 or 14 and 15, as best fits the ground. The construction of the crib as suggested on your plan would hot be satisfactory as it would endanger our roadbed. There have been at least two cloudbursts in that territory that had to be taken care of and you will see that the crib plan would not be satisfactory. Our information is that there is drainage from about 1200 acres that may come this way. In our discussion we thought it might be more economical to increase the length of the bridge two spans on the west end and eliminate the culvert and the crib and if this is found true consideration will be given to it. Yours bruly, s/ EB Crane Principal Assistant Engineer EBC-k WHP EHJ COPY

CHICAGO, MILWAUKEE, St. PAUL AND PACIFIC RAILROAD COMPANY Seattle 1, Washington September 1. 1944 Mr. J. T. Derrig: Asst. Chief Engineer, N.P.Ry., Seattle, Washington Dear Sir: Referring to your letter of August 24 and previous correspondence about proposed filling of a portion of your bridge #24, our EE-2202, west of Warden, on our main line. On the basis of your proposed plan, your Index #93211, our Division Engineer recommends, and I concur, that you provide a 36" pipe culvert thru your proposed fill; the pipe to be located between your present bents 15 and 16, with invert elevation at 1238. Mr. Ornburn and I have looked over the data that we have and it appears in the event of filling your bridge as planned this culvert, and at about that elevation, would be necessary to protect our railroad altho its location might be placed between bents 13 and 14 or 14 and 15, as best fits the ground. The construction of the crib as suggested on your plan would bot be satisfactory as it would endanger our roadbed. There have been at least two cloudbursts in that territory that had to be taken care of and you will see that the crib plan would not be satisfactory. Our information is that there is drainage from about 1200 acres that may come this way. In our discussion we thought it might be more economical to increase the length of the bridge two spans on the west end and eliminate the culvert and the crib and if this is found true consideration will be given to it. Yours bruly, s/ EB Crane Principal Assistant Engineer EBC-k WHP COPY EHJ





September 5, 1944 Bridge 24 - Connell Northern Mr. Bernard Blum: In accordance with your letter of August 20th, we contacted Mr. Crane regarding filling a portion of bridge 24 on the Connell Northern and were advised that the Wilwaukee would be agreeable to permitting us to fill a portion of the bridge with the understanding that when they desire to place additional tracks we will change our bridge to permit such construction as proposed in your letter of August 10th to Mr. Penfield. However, Mr. Crane requested that a culvert be provided under the fill on the Connell end of the bridge instead of consentrating the run-off from 1200 acres between the timber bulkhead and their track as shown on Drawing Index No. 93211, print attached for your convenience. In Mr. Tremaine's letter of August 25th, he calls attention to the Milwaukee telegraph line thru span 9, Connell End (Span 14, Drg. 93211) and, also, the use of this span as a stockpass. The telegraph line would have to be changed in case any of the proposed filling was done on the Connell End. Provision could be made for routing stock between the toe of our fill and the Milwaukee fence as suggested in Mr. Ornburn's letter of September 2, if only five spans on the Connell end are filled, otherwise, the stock could cross the track at grade as they do elsewhere along this line, which is not fenced in this vacinity. In view of the fact that the plan as shown on Drawing Index No. 93211 is not satisfactory and that the Milwaukee will require a culvert thru our fill if we fill seven spans on Connell end, I recommend that we fill only five spans on the Connell end which will do away with the required culvert and permit stock to still go under the structure at a lower cost even if the structure were roplaced completely with treated timber at this time. Also, I recommend that the structure be used with minor required repairs until the structure has served its useful life and then it can be replaced in accordance with the proposed new spacing of bents. Span 1, AdcoEEnd, should be filled as shown on Drawing, Index No. 93211, but it will not be necessary to place new bents at existing bents two to seven at this time. I will thank you to advise your desire in the filling and repairs of this bridge and have Mr. Brockway revise Drawing Index No. 93211 accordingly as soon as possible so that we can line up materials and the Contractor. I am sending a copy of this letter and one copy of each of the attached letters to Mr. Brockway so that he will have the information in case you desire

Bernard Blum:

September 5, 1944

to communicate with him while on line.

BJO:hms

CC: RRB

HMT

BJO

Blum - 1 cy. ea. St. Paul, 1 cy. ea. BB, Car #4, Seattle Encls.

2 copies Tremaine's letter of August 25, 1944
" " C Crane's " " September 1, 1944
" " Ornburn's " " September 2, 1944

2 print Drawing Index No. 93211

Seattle, Washington September 2, 1944 Mr. J. T. Derrig: Bridge 24 - Connell Northern In accordance with your request of August 24th, I contacted Mr. Crane on August 26th, regarding the filling of a portion of Bridge 24, on the Connell Northern and at that time, his file was in the hands of the Milwaukee Division Engineers in Spokane. It was not until September 1st that this file was returned and wewere able to get together and discuss the proposed plan. The proposed plan for revising this bridge as shown on Bridge Engineers Drawing, Index #93211 shows that one span on the Adco end and seven spans on the Connell end are to be filled and that a timber bulkhead is to be provided where our embankment encroaches upon the Milwaukee, also, this plan notes proposed new bents for all bents except the bents adjacent to the Milwaukee track. The work covered on 134 Forms for 1944 and previous work covered filling of eight spans on the Connell end and two spans on the Adco end and repairs to the existing bents. I assumed that the proposed new bents ere to be constructed at such time as the condition of existing structure would justify its replacement. Mr. Grane's file shows that there is 1200 acres of drainage that has to be taken care of at this point and that they have had two washouts some 600' west of the above referred to overpass in the past 30 years, therefore, he requested that a culvert be placed through our embankment in order that the runoff from the 1200 acres would not have to be carried between our proposed crib and their track, as shown in Section AA on Drawing Index #93211. I agree with Mr. Crane that confining the runoff from 1200 acres into the water way area shown in Section AA, would possibly cause damage to the Milwaukes track during extreme runoffs. This condition can be corrected either by placing a pipe through our fill as noted in Mr. Crane's letter of September 1st, or by only filling five spans on the Connell end of the existing bridge. The 36" pipe suggested by Mr. Crane is, in my opinion, inadequate as it would have only a coefficient of .2. The 48" pipe proposed by Mr. Tremaine would be possibly, satisfactory, although, it only has a coefficient of .36. 60" pipe would have a coefficient of .58 for this drainage area. (1)

The cost of pipes, if placed between bents 15 and 16, as suggested by the Milwaukee Division Engineer, would be as follows:

	Material	Labor	Total
36" RCP x 136"	\$544	\$136	\$580
48" RCP x 136"	816	170	986
60" RCP x 136"	1428	204	1632

The cost of pipes, if placed between bents 13 and 14 as agreed to by Mr. Crane and myself would be as follows:

		Material	Labor	Total
36" RC	P x 110'	\$ 440	\$110	\$550
48" RC	P x 110'	660	137	797
60" RC	P x 110'	1155	165	1320

The following cost of filling and replacing spans 6 and 7 with treated timber when necessary, in my opinion, justifies filling only five spans on the Connell end of the bridge:

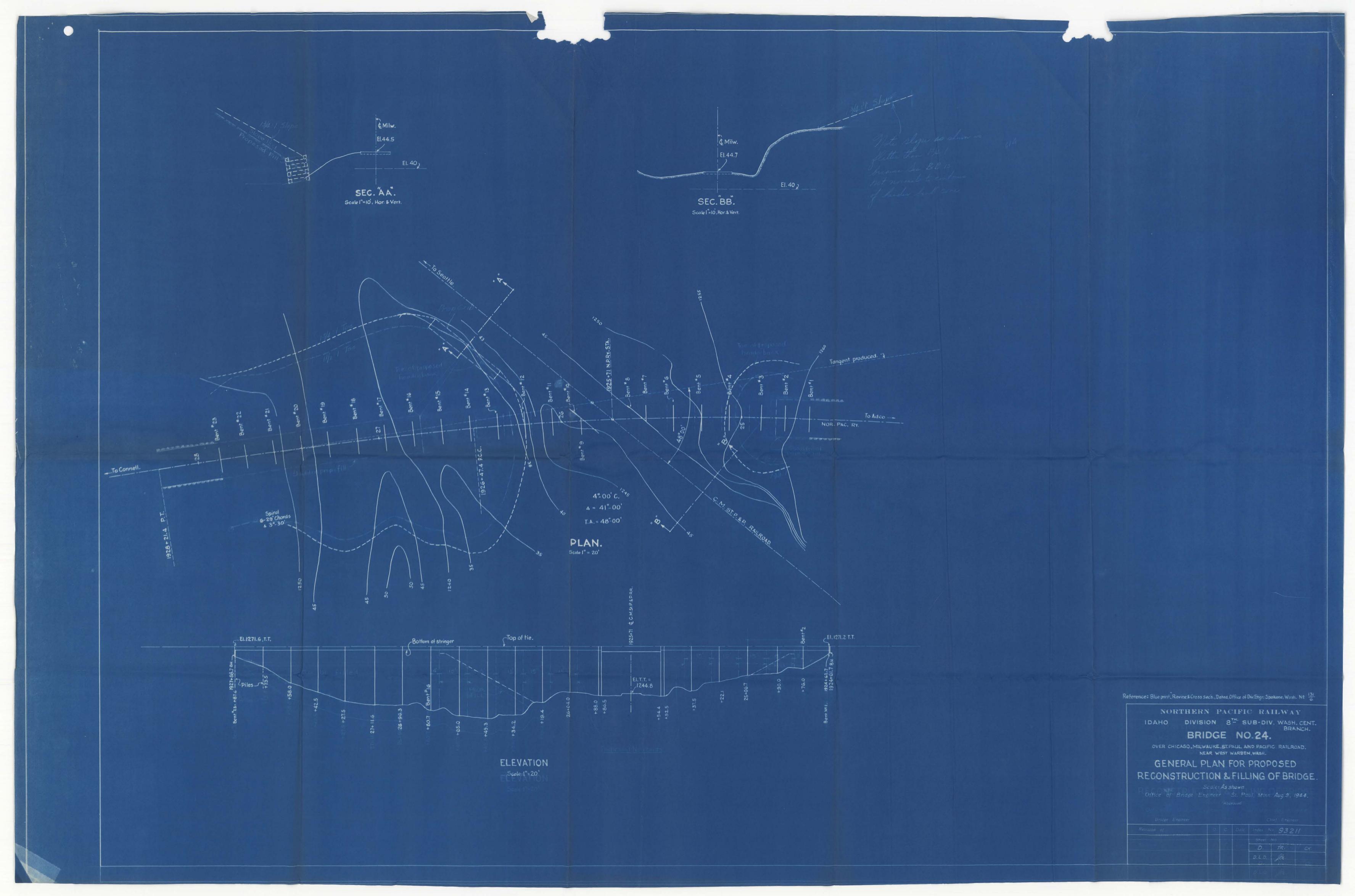
Cost of Filling Span 6 and 7 on Minimum Size Pipe Proposed

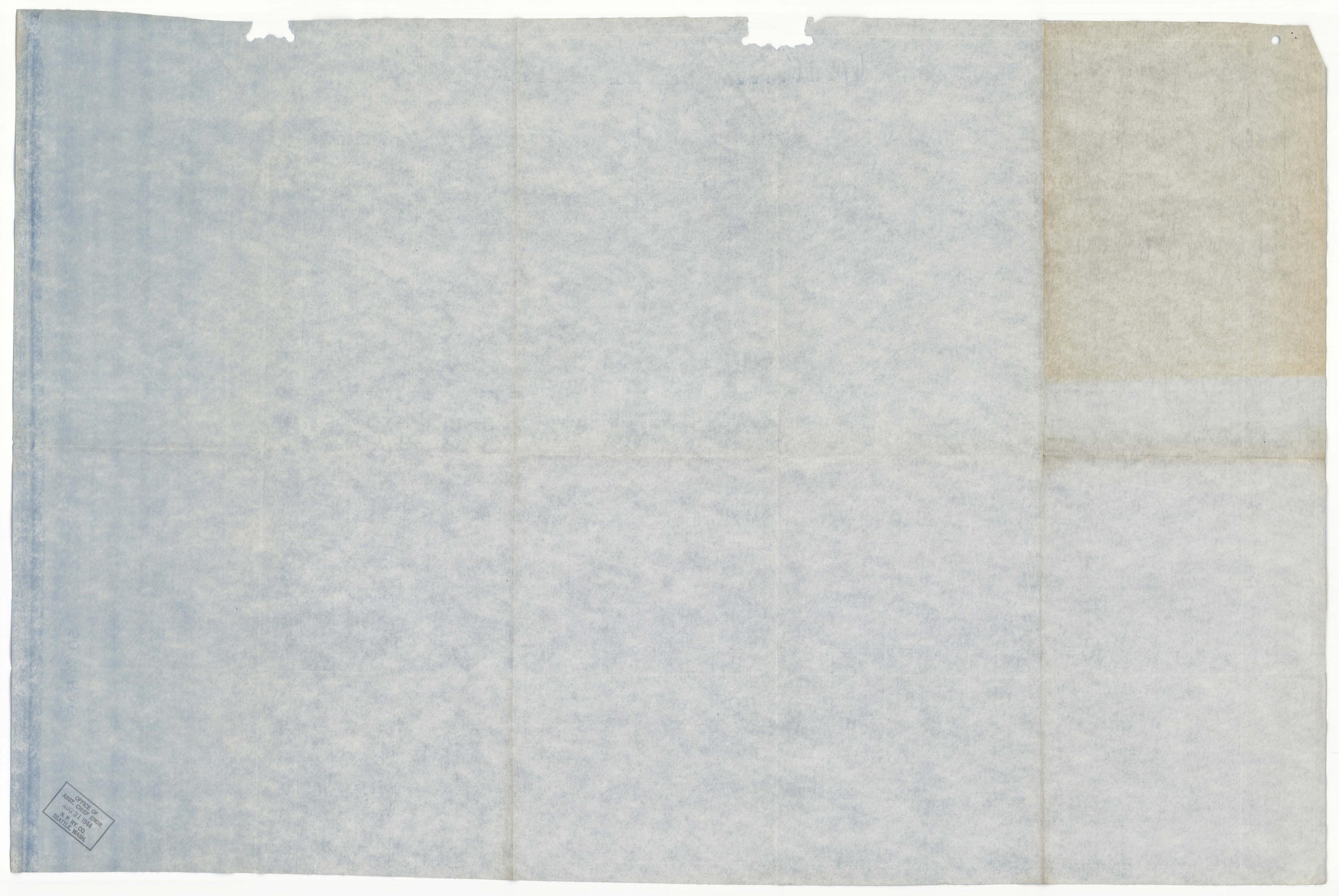
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Ballast		15	15
Pipe		440	110
Removing Old Bridge			50
Changing Mil. Tel. & Tel.	Line -	50	100
Changing Mil. Fence		10	15
		\$1163	\$1586
			1163
			\$2749
10% Eng. & Cont.			275
Total			\$3,024

Cost of Replacing Spans 6 & 7 with Treated Timber

	Material	Labor
3.5 MFBM Tr. Lumber at 65./85	\$230	\$300
10 - 50' Tr. Piles .70/.70	350	350
Removing Old Bridge		50
Changing Mil.Tel. & Tel.Line	50	100
Changing Mil. Fence	10	15
	\$640	\$815
		640
		\$1455
10% Eng. & Cont.		145
Total (2)		\$1600

September 2, 1944 J. T. Derrig In regard to Mr. Tremaine's letter of August 25th, calling our attention to the Milwaukee Telegraph line and stock trail through the 9th span from the Connell end of the bridge, I wish to advise that the telegraph line could be changed to fit any plan of construction we decide to build. I checked for an agreement covering the use of the structure as a stockpass after my inspection of June 6th, 1944 and found that there was no such agreement in either our office or the Right-of-Way Office. Any rights that the adjacent property owner would have would be because of his use of the structure as a stockpass. I recommend that we fill span one on the Adco end of the bridge as shown on Drawing Index No. 93211 and five spans on the Connell end and repair the remainder of the existing structure as proposed and approved on the 134 forms with such additional repairs as are required to repair bents 2,15, 16 and 17 that the 134 forms proposed to eliminate. By making the above recommended repairs and filling, we would eliminate the required long culvert, eliminate the timber bulkhead shown on Drawing, Index No. 93211 and could make provision for a stockpass between the toe of our slope and the Milwaukes Right-of-Way fence. When the existing structure has served its life, it can be replaced with a new structure with bent spacing proposed on Drawing Index No. 93211. For your information, I wish to advise that Mr.Crane's file showed that the proposed future tracks would be required on the North or Adco side of their existing track and Mr. Crane stated that his company would be agreeable to permit us to fill a portion of the bridge with the understanding that when they desire to place additional tracks, we will change our bridge to permit such construction. This proposal was made inMr.Blum's letter of August 10th to Mr. Penfield, Chief Engineer of the CMStP&P Railroad. BJO:hms CC: HMT (3)





On Second Train 1, Fargo Divn, August 20, 1944 MR. J. T. DERRIG: Referring to your letter of July 31 about filling a portion of bridge 24 on the Connell Northern line, which carries our track over the Milwaukee Moses Lake line: I wrote Mr. Penfield on August 10, copy attached, and in acknowledgment he wrote me that he is sure something can be worked out to permit the Northern Facific to do this. He has asked Mr. Crane to work out the details with their division officers, and he has promised to draw up a supplemental agreement to permit carrying out the work in accordance with our request. If Er. Crane needs any further data will you arrange to supply 240 co-Mr. W. H. Penfie d Mr. E. B. Crane bb/s att.

Cicago, Milwaukee, St. Paul and Pacific Railroad Company HENRY A. SCANDRETT, WALTER J. CUMMINGS, GEORGE I. HAIGHT, TRUSTEES ENGINEERING DEPARTMENT Union Station W. H. PENFIELD. Chicago, Aug. 14, 1944. Chief Engineer Mr. Bernard Blum Chief Engineer Northern Pacific Railway Co. St. Paul. Minnesota Dear Mr. Blum: This will acknowledge receipt of yours of the 10th relative to filling several bents in the structure carrying your tracks over our main line two miles west of Warden, Ida., your Br. No. 24, our Br. EE-2201. I am sure that something can be worked out to permit you to do this. I am sending the plan to Mr. Crane to handle with our division people, and just as soon as I have his report. will undertake to draw up a supplemental agreement to carry out

the work as per your request.

Very truly yours.

alf. Penjud

cc - Mr. E. B. Crane

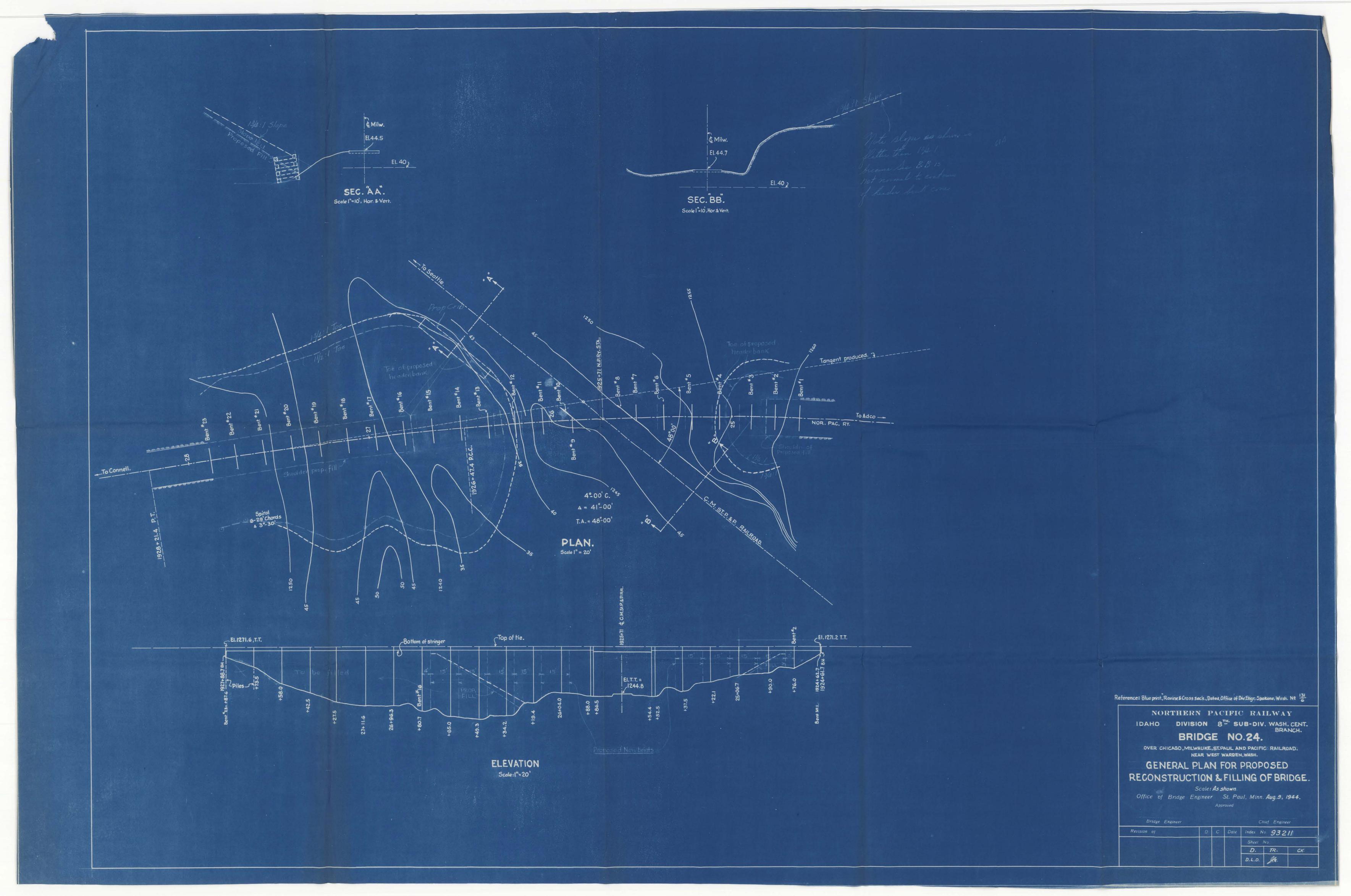
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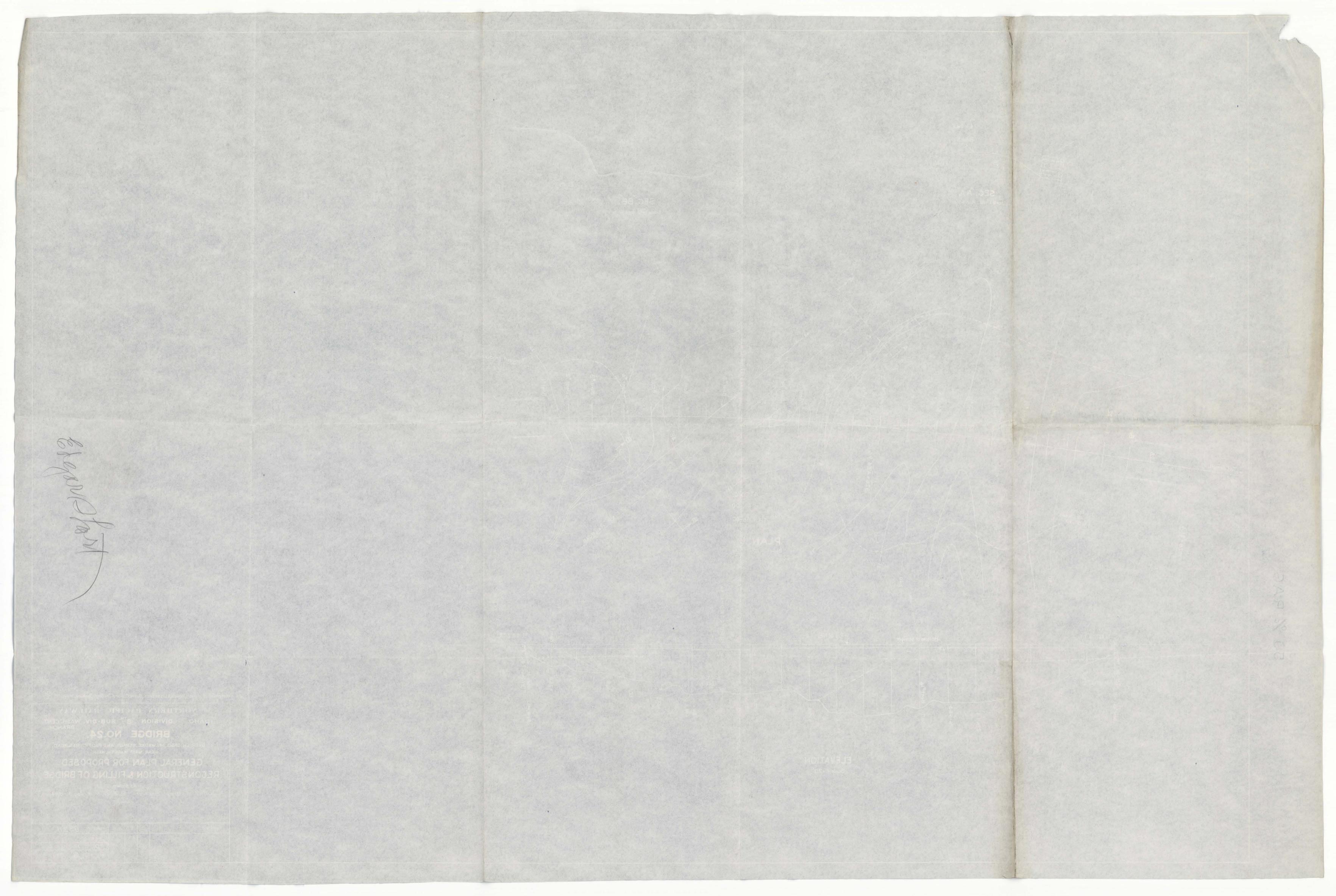
Seattle, Washington July 31, 1944 Mr. Bernard Blum: In reference to proposed filling of a portion of Bridge #24 on the Connell Northern Branch. I had the proposed drainage opening requirements investigated by Mr. Tremaine and I am quoting herewith his letter of July 25th: "Division Engineer Young has contacted the Division Engineer's office of the Milwaukee at Spokane, who now advise him that there is a culvert in their track about 600° west of the Connell Northern crossing. a 42" culvert 60' long. Mr. Young advises that the drainage area served is about 400 acres, in which are found numerous potholes and flat show drainage otherwise, and he suggests that an installation of 48" culvert in our track would be sufficient; this gives a coefficient of only .63 but in view of the conditions which make for retardation of the water flow. I agree with Mr. Young that the 48" pipe should be all right." I have not taken this drainage opening up further with Mr. Crane as it is apparent the question of approval on the bridge opening comes from their Milwaukee Office and we will probably save time by you getting the approval direct from the Chief Engineer of the Milwaukee. I suggest that you wire Mr.

Penfield, Chief Engineer, and obtain his approval of the 48" pipe opening. f Thering

JTD:p

by by alleuria. Chart must see at the pull courses. I despess that you then its in. Crane he to be apparent ton Apparation of sempoyal of the good can do no late all the sure of the telephone for relativities of the nater thes, I agree with the of wind the but the stem of the something which were feethe numerous policines and that the straining officialists, THE MEET SUTTAINED TO FOUND TO A TORREST OF THE SUPER MARCH SPORE OF A MARC OF EDW COLLEGE OF THE ASSESSMENT Maiston include to cities of the timenter of fromms, a TATRION DIVING L LOWER MAD GOOD WOOD THE AR drakman opening megal-mente in visitation by the premains and drades for on the donnell sorthern breach. I me the professed her beam rd line: ANTA- STATE OF STREET





Seattle, Washington July 22, 1944 Bridge 24 - Connell Northern Mr. Bernard Blum: I am in receipt of your letter of July 18th regarding the layout and drainage at the above noted bridge and wish to advise that I have asked Mr. Tremaine to furnish information as soon as possible. It is my feeling that there will not be much drainage to take care of at this point. There are many low places in this section of the country where the water, imponded in low sections, seeps away very rapidly. It is my understanding that the Milwaukee Company diverts the drainage that will come under our bridge 24 to such an area and there it disappears. I will advise you regarding the required waterway area that should be provided under our bridge as soon as I hear from Mr. Tremaine. BJO:hms cc: HMT

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Seattle, Washington July 13, 1944

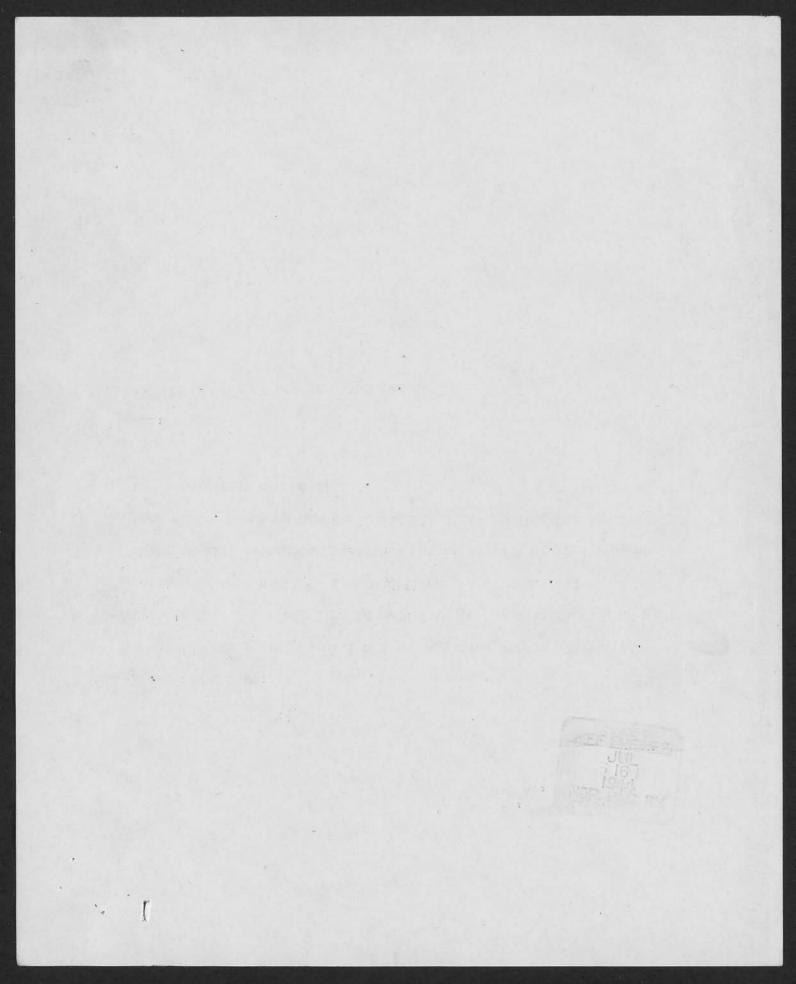
Mr. Bernard Blum:

For your information I am attaching hereto copy of Mr. Crane's letter of July 11th in reference to proposed filling of a portion of Bridge #24 on the Connell Northern Branch. I assume that you will arrange to take this matter up with Mr. Penfield as soon as Mr. Brockway has completed his plans showing the portion of the bridge that can be filled.

JTD:P

cc HMT - Copy of letter attached.

Mining



Chicago, Milwaukee, St. Paul and Pacific Railroad Company, HENRY A. SCANDRETT, WALTER J. CUMMINGS, GEORGE | HAIGHT TRUSTEES LINES WEST OF MOBRIDGE ICE OF PRINCIPAL ASSISTANT ENGINEER B. CRANE SEATTLE 1, WASHING ON PRINCIPAL ASSISTANT ENGINE July 11, 1944 File 355.1 Mr. J.T. Derrig. Asst. Chief Engineer, N.F. ky., Seattle, Wash. Dear Sir: Referring again to your letter of June 26 about the overhead crossing of your line with ours near Warden, your bridge #24, our bridge EE-2203. I wrote Mr. Penfield about it and have a letter from him in which he says that he is sure some satisfactory arrangement can be worked out so that it will not be necessary for you at this time to maintain the entire opening called for under the contract, that if you are to continue a timber structure similar to the one now in service it will be quite simple. He agrees that the room for drainage I spoke of in my letter to you should be taken care of Mr. Fenfield says when Mr. Blum writes him he will let me know and he thinks that we should do anything reasonable to take care of your interests and to protect our own. Yours truly, Principal Asst. Engineer. EBC-k OFFICE OF ASST. CHIEF ENGR. JUL 1 2 1944 M. P. RY. CO. SEATTLE WASH

July 12, 1944 Mr. E. B. Crane Principal Assistant Engineer C. M. St. P.& P. Railway Seattle 1, Washington Dear Sir: With further reference to my letter of June 26th and your letter of July 1st regarding our overhead crossing of your line near Warden, Washington, your Bridge No. HE-220g, our Bridge 24, I will thank you to advise further, in regard to the drainage trouble that you have had at this point if such information is available. We are informed that you have a culvert through your fill about 600 feet west of the grade separation structure, however, the ends of this culvert have been covered up during bank widening and we are unable to measure its size on the ground. I will thank you to advise the size of this culvert and whether or not your records show that it is adequate to take care of the drainage at this point. Our field investigation showed that your culvert about 600' west of the grade separation structure would have to carry all of the drainage that would come under the overpass on the south side of your track. If your culvert is adequate to take care of the drainage, then one of the same size through our fill should be adequate providing we fill a portion of the bridge. Very truly yours, J. T. DERRIG ASSISTANT CHIEF ENGINEER BJO:hms CC: BBV HMT

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Seattle, Washington July 5, 1944 Mr. Bernard Blum: For your information I am attaching hereto copy of Mr. Crane's letter of July 1st advising that he has recommended to Mr. Penfield we be permitted to close two openings for Milwaukee tracks at our Bridge #24, Connell Northern Branch, and suggests that space for additional openings be left on the north side of the Milwaukees present track. In your letter of June 30th you raised a question about providing waterway opening. It was noted that Mr. Crane stated that trouble has been encountered at this location due to highwater. I am requesting Mr. Tremaine to develop information in respect to the highwater area passing thru this bridge opening as that information will be necessary before Mr. Brockway can complete his plans. grahming JTD:p cc RRB HMT

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Chicago, Milwaukee, St. Paul and Pacific Railroad Company HENRY A SCANDRETT, WALTER J. CUMMINGS, GEORGE I. HAIGHT, TRUSTEES LINES WEST OF MOBRIDGE OFFICE OF PRINCIPAL ASSISTANT ENGINEER E. B. CRANE SEATTLE I. WASHINGTON PRINCIPAL ASSISTANT ENGINEER July 1, 1944 STEEL CHEST Mr. J.T. Derrig, Asst. Chief Engineer, N.P. Ry., Seattle, Washington. Dear Sir: Your letter of June 26 about the overhead crossing of your line with ours near Warden, Washingtonyour bridge #24, our EE-2202. I have written Mr. Penfield about it. You do not say definitely whether you are suggesting a permanent structure or not but personally I would see no objection to reducing the provision from four tracks to two. I imagine the four track provision was because it was your practice at that time to include such a provision for permanent work where we crossed you. I have told Mr. Penfield that in my opinion if additional track were to be built it should be on the north side of the present track. I have also indicated to him the necessity for sufficient opening for drainage as I understand there has been trouble at this point because of water from the hillside south flowing into cut east of the bridge and following down the track to the bridge. I see no objection to shortening your bridge by filling and, if you were figuring on permanent work, to providing for only two tracks. If you were figuring on temporary work I would see no objection to permitting it with the understanding, of course, of the continuance of the provisions of the present agreement. Yours truly, £13020 Principal Assistant Engineer. EBC-k

3075 Saint Paul, June 30,1944 MR. J. T. DERRIG: Your letter of the 26th, about proposed filling of eight spans of bridge 24 over the Milwaukee track on the CONNELL NORTHERN: The 1909 contract was made at a time when railroads were rather ambitious in their ideas with respect to future developments. As you know we demanded that the Milwaukee build its overhead bridge to permit four NP tracks underneath: witness the layout at Terry, and at Easton. It is inconceivable to me that there will be a four-track line on the Milwa kee, at least for the life of the pile bridge. I have in mind taking up with Mr. Penfield, telling him that it is our intention to fill some of the spans, which may encroach on the requirement to provide opening for four tracks on 13' centers, with the understanding that when and as they may decide to place additional tracks we will restore the necessary opening. In the mean time I have asked Mr. Brockway to lay out the openings required to provide adequate drainage for the Milwaukee track. This raises question whether there is actual drainage that goes through our bridge 24. According to the track profile the Milwaukee track is on a bench above the bottom of the ravine section. Will you please advise as to that point, and also your recommendation as to providing a minimum length of bridge. cc-Mr. F. R. Bartles Mr. R. R. Brockway bb/s

Seattle, Washington,
June 26, 1944.

Mr. Bernard Blum:

Form 134 covers proposed filling of eight spans of
Bridge #24 over Milwaukee tracks on the Connell Northern Branch,
near Warden, Wn., location of which is shown on the attached print,
dated June 20, 1944.

The Milwaukee agreement, dated December 31, 1909,
specifies that provision shall be made for four Milwaukee tracks,
spaced not more than 13-ft. centers. The profile of the trestle
as platted on tangent is somewhat misleading, as due to the angle
and curvature of our track, the filling of the eight spans cannot
be accomplished and provide the opening specified in agreement.

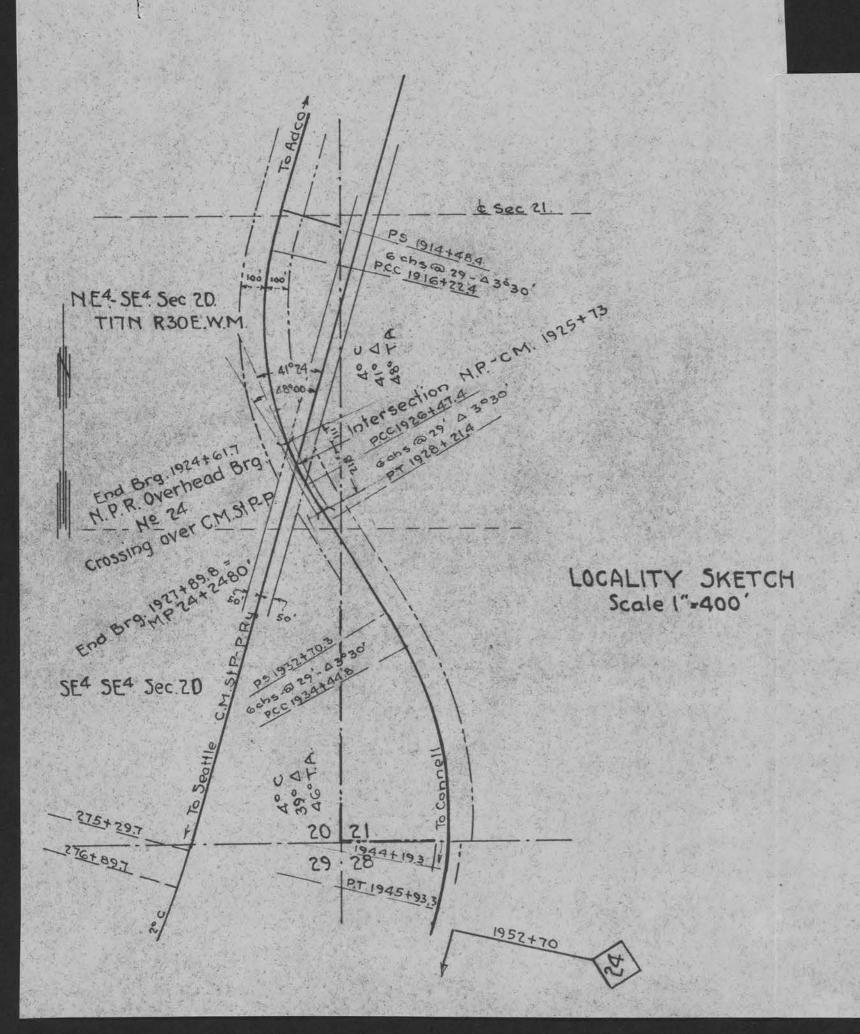
I suggest that we ascertain from the Milwaukee on which side of their present line they contemplate additional tracks and possibly they would be willing to modify the present agreement as to the number of track openings, in order to permit the filling of a portion of this trestle, which is reaching the end of its life.

In the meantime I am asking Mr. Tremaine to take sufficient cross sections thru the bridge section and proposed embankment slopes within the area of the bridge, to permit preparation of a plan for the filling of the structure, together with an exhibit for the revised agreement with the Milwaukee. This field information should be available by the time you get a ruling from the Milwaukee as to the minimum number of track openings they will require if the trestle is partly filled at this time.

JTU:L Copy to

Mr.F.R.Bartles Mr.J.F.Alsip Mr.R.R.Brockway Mr.F.G.Cook Mr.H.M.Tremaine

MT. H.M. LY emaine HE. *A*A*COOK Harman Charles T.d. Laste HE TO BE STORE HE He is waith thing it him the the restrict of respect that the property. They are the chicketter of s and to the Companion of the continues to be the agence company get. PART ALL OF THE PART OF THE OWNERS AND BOTTOM OF PRINCIPLES In the second the Last ending to, intractor to the putof a working of this treates, which is resoling she son of the lift. to to the number of tracts openings, in or er or person the filling and proceed they would be a related to southly the average appropriate T entities, when he incorrect want on intimation of as against the com lagarde the element of entire the element. appear not note than as-fit, replaint, the profile of the black. THE PARTY OF THE PERSON STATE HEND'S TRACT MODERNESS TO THE cated fluin (6) -off. nest Heime? - att Tracefron of Enter to Apain on the Common Common to the first do Lein in about of the country of gent regulations, landing 你就就到一些自己。""这样"



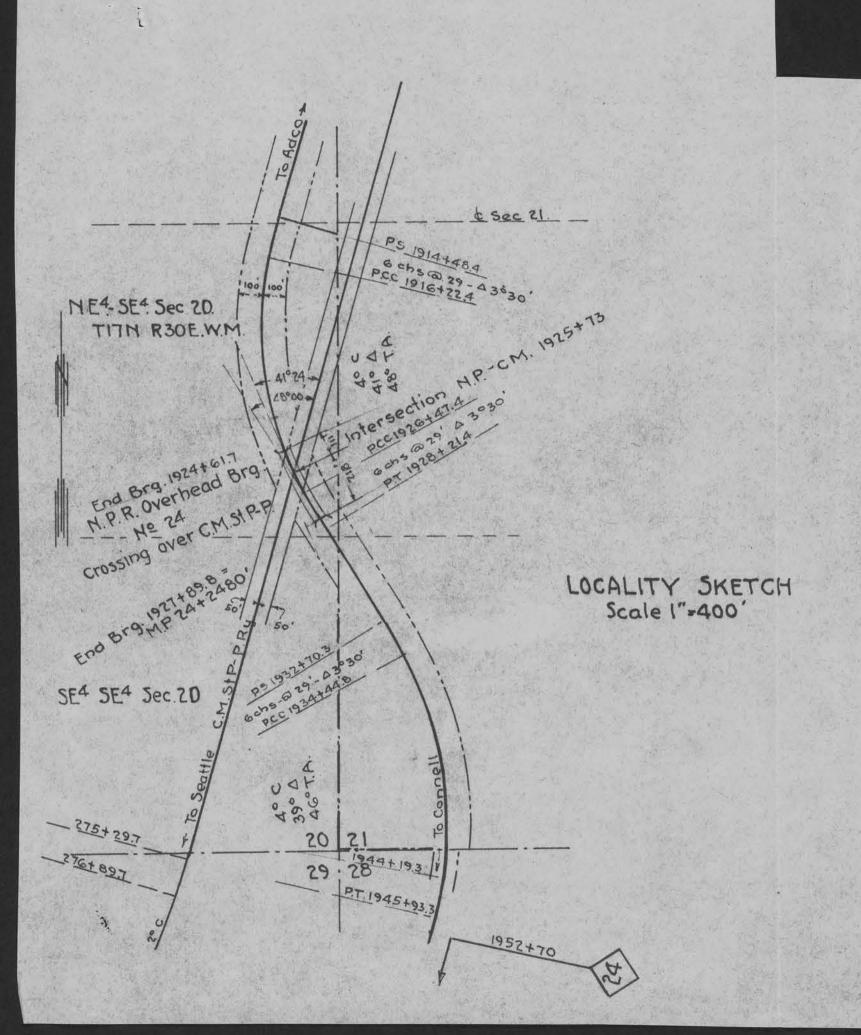
M. P. R.
Idaho Divin. Connell Northern Br.
N.P. Overhead Crossing of C.M.St P.P.

N. P. BRG. Nº 24.

(near) WARDEN WASH.

Office Assl. Ch Engr. Seattle Wash.

June 20, 1944.



M.P.R.
Idaho Divin. Connell Northern Br.
N.P. Overhead Crossing of C.M. St P.P.

(near) WARDEN WASH.

Office Assl. Ch Engr. Seattle Wash.

June 20, 1944.

Jan. 21st, 1914.. Mr. E. O. Reeder, Asst. Chief Engineer, Chicage, Milwaukee & St. Paul Ry. Co., Seattle, Washington. Dear Sir:-As requested in your letter of January 18th I hand you herewith negative of exhibit A, dated November 2nd, 1909, attached to agreement with the C. M. & P. S. Ry. covering crossing of the Connell Horthern Railway Company near Warden, Washington. Yours truly, Chief Engineer. REG R Encl.

Chicago, Milwaukee @ St. Paul Railway Company Seattle, January 15, 1914. Mr. W. L. Darling, Chief Engineer, NPRy., St. Paul. Minn. Dear Sir: If consistent, will you please send me Van Dyke Positive print of your Exhibit A, dated November 2nd, 1909, attached to agreement of December 31st 1909 covering crossing of the Connell Northern Railway Company over our main line near Warden, Washington. #265-369 Yours very truly, Assistant Chief Engineer. JMG/CJ ' Insplean funda 1119 Regalion herewith

Saint Paul, April 24, 1911.

Mr. A. R. Cook,

Engineer Maintenance of Way,

Tacoma, Wash.

Dear /Sir:

Referring to your letter of April 20th about the Chicago, Milwaukee & Puget Sound Railway Company's crossing about 4 miles West of Warden on the Connell Northern Railway:

The Chicago, Milwaukee & Puget Sound is the senior road in this contract as you will note by referring to the copy in your files. Assistant Secretary has your acknowledgement of receipt of a copy of this contract.

Yours truly,

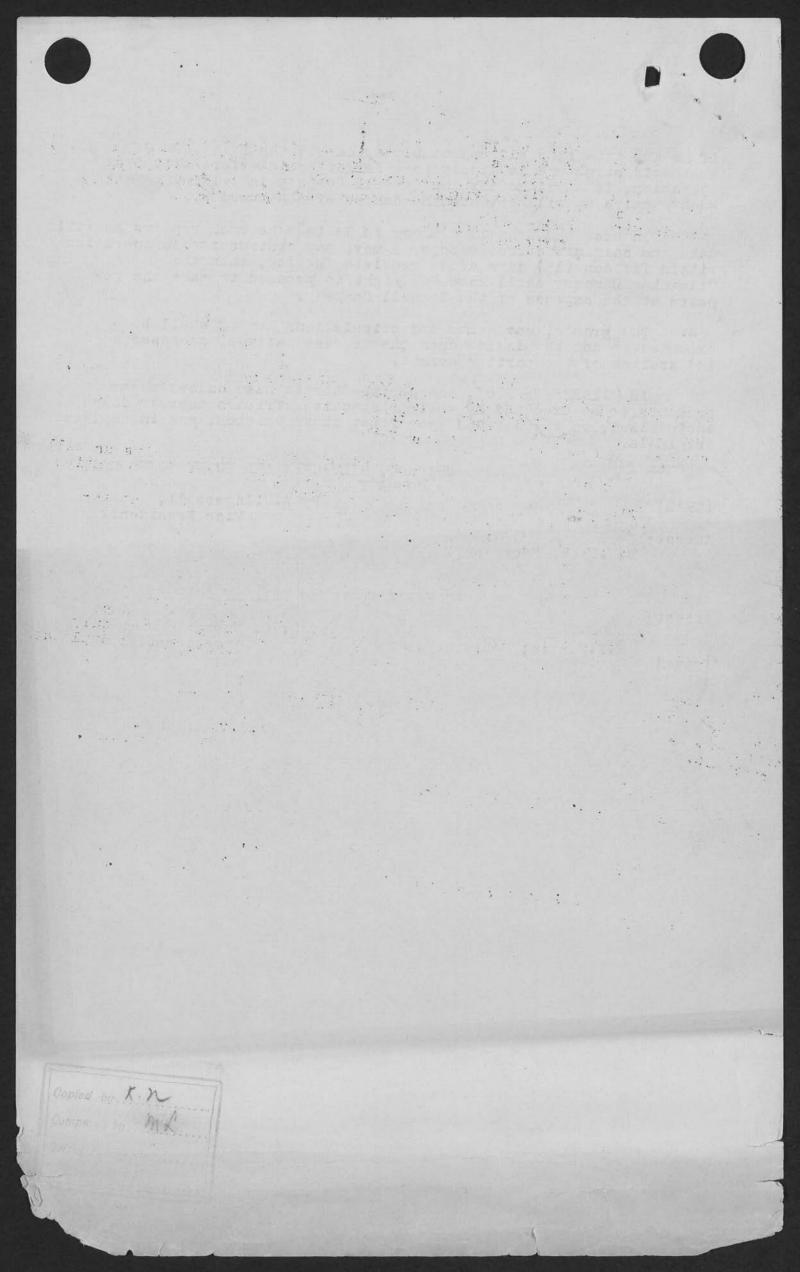
Chief Engineer.

Northern Pacific Railway Company Tacoma, Washington, April 20, 1911. Mr. W. L. Darling. Chief Engineer, St. Paul. Dear Sir: Mr. E. J. Pearson writes that Connell Northern Bridge over the Milwaukee's track about four miles west of Warden has not been protected against fire, adding: "I beg to suggest that you have whatever your company thinks necessary in this regard given attention." Will you kindly advise which Company is the senior in this contract and if all the expense in connection with the crossing is to be taken care of by the Northern Pacific? Yours truly, a. R. Ocoll Dictated Engineer Maintenance of Way. ARC-P

A SHEET A SHEE And the Edward with the same at the of the same to the first the same of the s Talenthan well a tental part forth and for a current to ALTERNATION OF THE PROPERTY OF abdo at miles or to always and a decompany

COPT. 5112 Bornee of Ass't Secty. THIS AGPREMENT made this 31st day of December A.D. 1909 between the CHICAGO, MILWAUKET AND PUGET SOUND RAILWAY COMPANY hereinafter called the "Milwaukee Company", party of the first part, and the CONNELL NORTHERN RAJLWAY COMPANY, hereinafter called the "Connell Company", party of the second part, WITNESSETH: The Milwaukee Company, in consideration of the covenants and greements of the Connell Company, herein contained, hath granted, and by these presents doth grant, unto the Connell Company, upon the conditions and for the purposes hereinafter set forth, the right, at its sole cost, charge and expense, to construct, maintain and operate a temporary timber bridge, to be afterwards replaced by a permanent steel bridge upon a concrete or masonry foundation a permanent steel bridge upon a concrete or masonry foundation, to be used as an overhead crossing, carrying a single or double track of railroad over the right of way and track of the Milwaukee Company on the Southeast Quarter of Section Twenty (20) Township Seventeen (17) north, Range Thirty (30) hast of the Willamette Meridian in Grant County, State of Washington, being a point near Warden Station. The track of the Milwaukee Company with reference to said crossing is shown on a man thomas hands of the settled. to said crossing is shown on a map thereof hereto attached and made a part hereof, marked "Exhibit A", and identified by the signatures of the Chief Engineers of the respective parties. The foregoing grant is expressly conditioned upon the performance or the Connell Company of all and singular the following covents and agreements: The Connell Company as y forthwith enter upon the right of way of the Milwaukee Company and construct, for the purposes aforesaid, a temporary bridge, which it shall replace within a reasonable time, or when required by the Milwaukee Company on account of the construction of additional tracks, or other necessary uses of its property, by a permanent structure, in accordance with pland and specifications to be approved by the Milwaukee Company. The temporary bridge shall be constructed to give an over-head clearance of not less than twenty-two and five cenths (22.5) feet above the top of the rail of the present temporary grade of the main track of the Milwsikee Company which is five-tenths (5/10) of a foot below present grade, and to span said track at the point of crossing with the nearest part of the supports not closer than ten (10) feet from the center of said track. The permanent bridge shall be constructed so as to give an overhead clearance of not less thantwenty-two (22) feet above the permanent grade of the top of the rail of the Milwaukee Company, and a side clearance; measured from the center line of track, of not less than eight (8) feet, and shall provide for four (4) tracks of the Milwaukee Company spaced not more than thirteen (13) feet Said bridges shall be constructed at such times and in such manner as will not interfere with the Milwaukee Company in the operation of its railway. The Connell Company assumes and indemnifies and insures the Milwaukee Company against all loss and damage whatsoever suffered by the Milwaukee Company or by any other person or corporation, caused or in any way growing out of the construction, amintenance, reconstruction, repair or operation of the said structures or either of them; provided that each party shall bear all loss caused by its own employes ar trains. The Connell Company shall maintain the said structures in such a state of repair that the operation of the Milwaukee Company will in no way be obstructed, inconvenienced or rendered dangerous.

If at any time it shall reasonably appear to the Milwaukee Company ? that said structure is likely to endanger or interfere with its operation, it shall notify the Connell Company in writing to make such repairs as will obviate the danger of obstruction. In case the Connell Company fails to make such repairs as will make the said structures safe or remove any obstruction to operation within fifteen (15) days after receiving notice, then the Milwaukee Company shall have the right to proceed to make the repairs at the expense of the Connell Company. 4. The grants, covenants and stipulations hereof shall be extended to and be binding upon the representatives, successors and assigns of the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereto duly authorized, on the day and year first above written, and in duplicate originals. CHICAGO, MILWAUKEE AND PUGET SOUND RAILWAY COMPATY By A.M. Ingersoll, (SEAL) Vice President. Attest: E.W.Cook, Secretary. CONFELL NORTHERN RAILWAY COMPANY Attest: By H. C. Nutt, president. M.P. Martin, Secretary. (SEAL)



Yours truly,

HJW-0

Chief Engineer.

"A" shoring arossine none Wordens. Desta Sini-. hr.M.Derling, Coldt Hast., M.P.By., St.Paul, Minn. Timese are such Thy a boand faithery Co.

REG-W

St. Paul, June 15, 1910.

Mr. E. J. Pearson, Chief Engineer - C. M. & P. S. Ry. Co., Seattle, Washington.

Dear Sir:

If consistent will be glad if you will furnish me fourteen blue print copies of Exhibit "A" showing crossing near Warden, Washington, as per contract dated May 20th, 1910. Tracing was prepared in your office at Seattle on March 7th, 1910.

Yours truly,

Chief Engineer.

Morthern Pacific Railway Company

Mr. W. L. Darling,

Will you kindly obtain for me fourteen copies of Exhibit "A" showing crossing near Warden, Wash. as per contract dated May 20, 1910 between the Connell Northern Ry.Co. and Chicago, Milwaukee & Puget Sound Ry.Co. Tracing was prepared in office of Chief Engineer C.M.& P.S.Ry.Co. at Seattle on March 7, 1910.

R.H.Relf

6/11

Showed we are turned overdone furnish or make a training owner or report of the format of the state of the st

WLD R St. Paul, June 19th, 1910. Mr. A. R. Cook, Engr. Mtce. of Way, Tacoma. Dear Sir: The C. M. & P. S. Ry. Co's contract with the Northern Pacific provides that they shall furnish a ten foot horizontal clearance for overcrossings of the main line at Kanaskat and Bayne and the Ritzville Branch just north of Warden. The C. M. & P. S. Through error ordered their material and went ahead with the work on the basis of eight foot clearances not having noticed in the contract that ten foot clearances were necessary. Under the conditions the President has authorized them to go ahead with the work at these two crossings on the basis of eight foot clearances for their temporary work as eight feet is all that is required when permanent work is put in. Yours truly. Cothy fording 314 Copies HCN WCS Chief Engineer.

VLD R

St. Paul, June 18th, 1910..

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

Dear Sir:-

The C. M. & P. S. Ry. Co. have been authorized to construct an over-crossing of the Ritzville Branch by the Warden Branch on the basis of eight foot clearance from center line instead of ten feet as shown on the contract. This for the reason that they have already ordered material for eight foot clearance having over-looked the fact that the contract provides for ten feet.

Yours truly,

. . .

Chief Engineer.

Su correspondence on feli 3241

seventar executive of nur Warden Thinks. Dens Of the MA.W.L.DATILLS.

Chief Engliner, W.P.E. . do.,

"T.PAME, LIMI. Sustain, Vent., June 27th, Asso. REG-W

June 9, 1910.

Mr. E. J. Pearson,
Chief Engineer - C. M. & P. S. Ry. Co.,
Seattle, Washington.

Dear Sir:

I return contract, dated the 20th of May, 1910, between the Connell Northern Railway Company and the C. M. & P. S. Ry. Co., covering crossing near Warden, which has been executed on behalf of the Connell Northern.

Yours truly,

Enc.

Chief Engineer.

Ferm 290 TW Northern Pacific Railway Company IN YOUR REPLY PLEASE REFER TO FILE Tacoma, June 1, 1910-Mr. W. L. Darling, Chief Engineer, St. Paul. Dear Sir: I have your letter of May 27th and return herewith contracts in duplicate between the Connell Northern Railway Company and the Chicago, Milwaukee & Puget Sound Railway Company, dated May 20th, 1910, covering crossing of the Milwaukee's line over right of way and track of the Connell Northern in the NW4 of NE4 Sec. 17-18-30, in Adams County, Washington, north of Warden Station, which has been executed by myself and Mr. Martin for the Connell Northern. Yours truly, He muy Encl

I will said to me key + bu Pearson

PORTE AND

3075

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 scaled envelopes. The exact time sent, time received, personal signal 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	TIMESENT	SENDER	RECEIVER
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FROM DATED

St Paul

TO

E J Pearson, C M & P S

May 28th. 1910 ...

87

Seattle.

COPY.

Your wire 27th. Warden Branch crossing contract appears to be alright. Have sent it to Mr Nutt Presidentof Connell Northern for signature. You can get results by telephoning him in couple days.

W L Darling.

WID R

FORM 96. Chicago, Milwaukee & St. Paul Railway Co.

RECEIVED TELEGRAM.	Rec'd from	Sent by	Rec'd by	Time Rec'd.
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The TIME filed as well as DATE filed must be transmitted. Telegrams for parties on trains (except those addressed to train men) must be enclosed in sealed envelopes.

3075 WLD R St. Paul, May 27th, 1910 ... Mr. H. C. Nutt, President, Connell-Northern Railway Co., Tacoma, Washington. Dear Sir:-I hand you herewith for execution in behalf of the Connell-Northern Railway Company, contract for over-crossing of the Ritzville Branch of the Northern Pacific by the Chicago, Milwaukes & Puget Sound Railway Company's Warden Branch. This provides for over-crossing of four tracks on the Ritzville Branch. Yours truly, Chief Engineer. Encl.

WLD R St. Paul, May 26th, 1910 .. Mr. C. W. Bunn, . General Counsel. Dear Sir:-I hand you herewith for approval contract between the Connell-Northern Railway Company and the Chicago, Milwaukee & Puget Sound Railway Company for separation of grades. Will you please approve this as to form. The engineering conditions are correct. Yours truly, Chief Engineer. Encl.

Form 538 Chicago, Milwaukee and Puget Sound Railway Co. Seattle, Washington, May 21st, 1910. Mr.W.L. Darling, Chief Engineer, N.P.Ry., St. Paul, Minn. Dear Sir: -Beg to hand you herewith proposed contract in duplicate covering crossing of our Warden Branch and your Connell Northern Railway and referred to in our telegrams. The contract has been executed on part of this Company and if satisfactory will you kindly have | completed on part of your company and return one of the documents for our files. Yours truly, MBM-0 CHIEF ENGINEER. Enclo-REGISTERED MAIL

+1

WLD R

Ay Forsythe, June 7th, 1910 ...

Mr. E. J. Pearson, Chief Engineer.

C. M. & P. S. Ry. Seattle, Washington.

Dear Sir:-

Referring to your letter of the 25th ult.

relative to blueprint plan of proposed temporary

crossing of the Ritzville Branch by your Warden Branch.

See no objection to the proposed clearance except that

for side clearance we would like to have ten feet and the

overhead clearance 22 feet after the ballast has been put

on, which would make it about 23 feet above the present

grade of trach when laid.

Yours truly,

Chief Engineer.

Mr. W. L. Darling. Chief Engineer.

Dear Sir:

HES

Your memorandum on attached letter from Mr. Pearson with blueprint of proposed temporary crossing of the Ritzville Branch by the C. M. & P. S. Warden Branch:

I do not find any contract covering this proposed crossing, but note in previous correspondence a wire from Mr. Pearson, dated May 13th, advising that contract would be drawn up with the same specifications as the Lind crossing. This latter contract required 10 ft. side clearance for temporary bridge and 22 ft. overhead. Plan shown for the Ritzville Branch crossing provides 8 ft. side clearance for temporary bridge. In other respect it seems to be O.K.

Yours truly,

Bridge Engineer.

Encl.

Chicago, M. waukee and Puget Sound Railway Co.

Seattle, Wash., May 25th, 1910.

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

Dear Sir:-

I am sending you herewith for consideration and your approval detailed blue print plan of proposed temporary crossing with your Ritzville Branch and our Warden Branch.

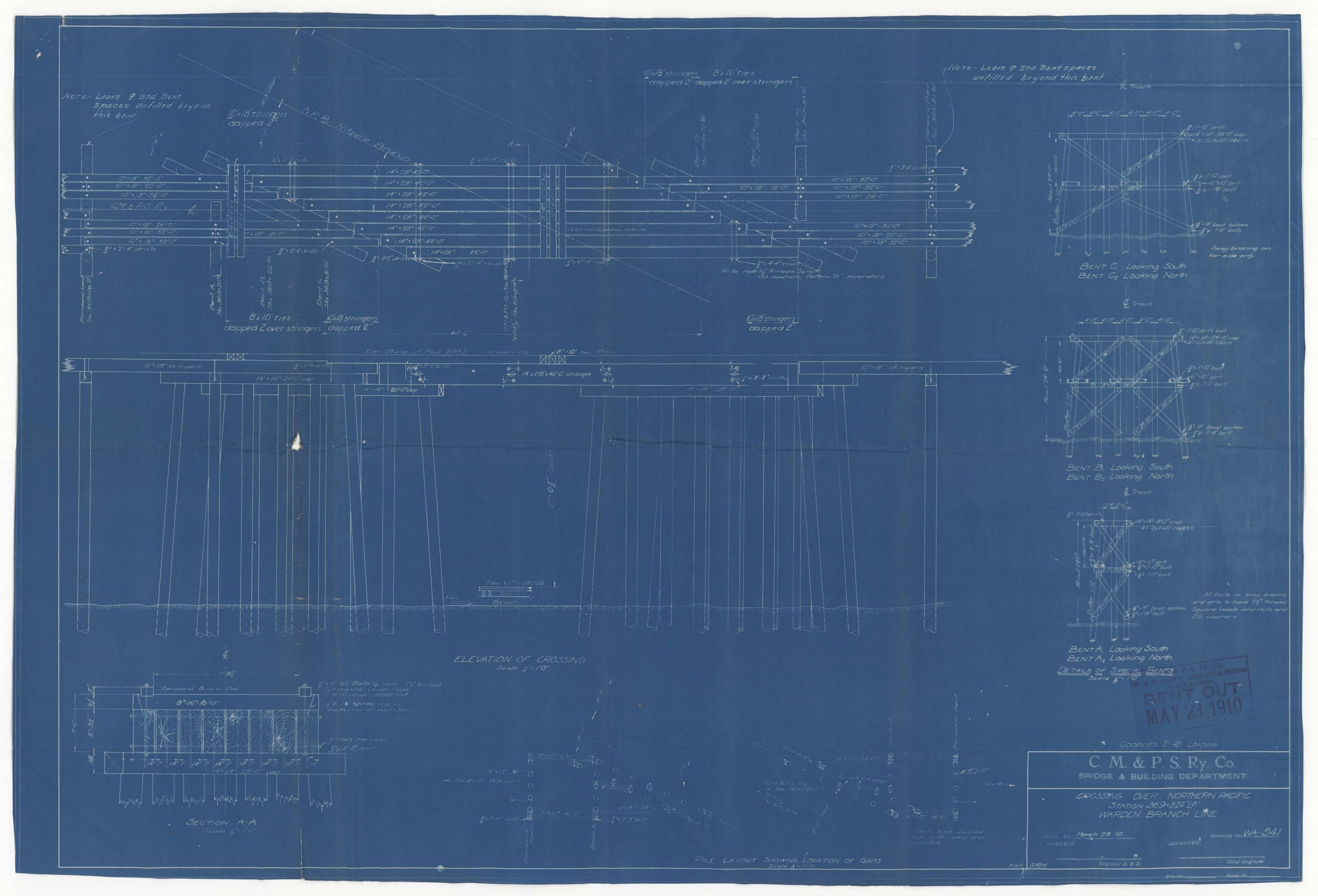
Yours truly.

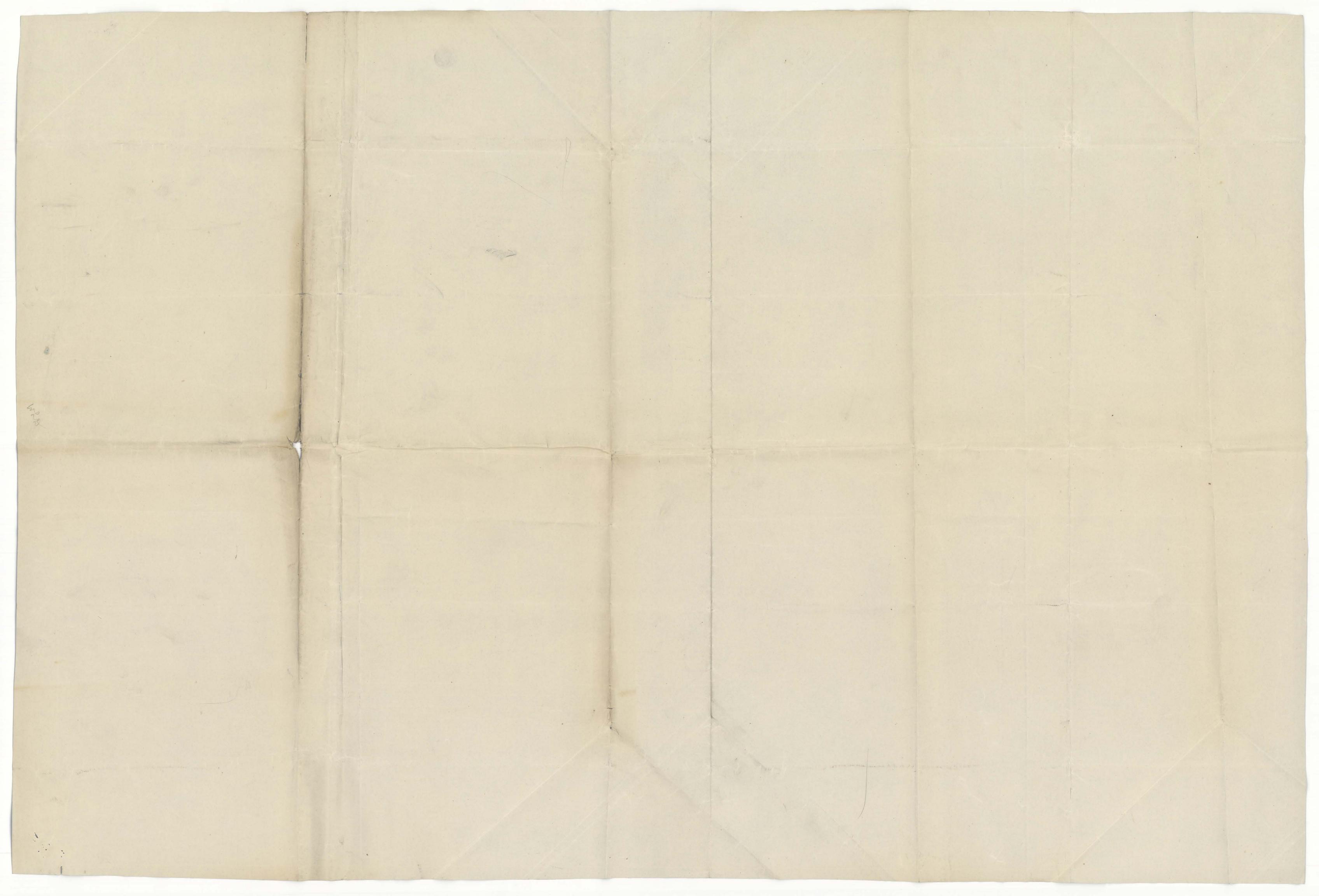
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enclo-

Chief Engineer.

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TELEGRAM. All Raiway Mescages must be written in ink on these blanks, which must not be use or other parposes, and these keepending parties on trains (except trainmen) enclosed in scaled envelopes. The exact time sent, time received, personal signal of receiving operators, call of sending office and name of receiving station must be entered in the inverse of the company in the entered in the e RED'D FROM | SENDER | RECEIVER | TIME REC'D | DATE REC'D MUMBER NUMBER FROM

DATED

St Paul

May 16th, 1910...

TOE J Pearson,

Seattle, Wash.

Your wire 14th. Name of railroad is Connell Northern Railway Company.

W L Darling.

WLD R



Form 1386

EGRAM. 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 ecceiving 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 RECO FROM SENDER RECEIVER TIME REC'D DATE REC'D TIME FILED NUMBER SENT TO TIME SENT SENDER RECEIVER

M. W.J.Darling.

FROM

DATED

AT

StPaul.

What is corporate name of your ritzville

ellensburg line which will crossous warden Branch want to prepare crossing contracts.

E.J. Pearson.

917 PM.

Connect Morther Ry Co

MA NOR PAC RY



Minnesota Transfer Railway Company.

Number	Rec'd From	Sender	Receiver	Time Rec'd	TELECRAM		
700				М,	ILLLGITAIN	Rec'd via	

3075

C R RB Seattle may 13

W L Darling. N P. St Paul.

will accept your terms for our over clossing of your Ritzville Line providing four future tracks for your Company, I understand this contract should be A duplicate of contract under which we crossover your line at Lind, changing only the description as to localcaly and as we have the exhibits we will if it is agreeable to you make exact copy of that contract, execute and forward you. if not will you kindly have contracts drawn and send us at once and oblige.

E J. Pearson. 1043 P.M.





St. Paul, Minn., April 24th, 1910. WLD-D Mr. E. J. Pearson, Chief Engr., Chicago, Milwaukee & Puget Sound Ry., Seattle, Wash. Dear Sir : -Referring to the matter of crossing on the Ritzville Branch: It is very necessary for us that we have structure to cross four tracks as the Ritzville Branch will probably develop into an important main line. Hope you can see your way clear to furnish necessary clearances. Yours truly, Chief Engineer.

WLD R

At Mandan, April 17th, 1910 ...

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

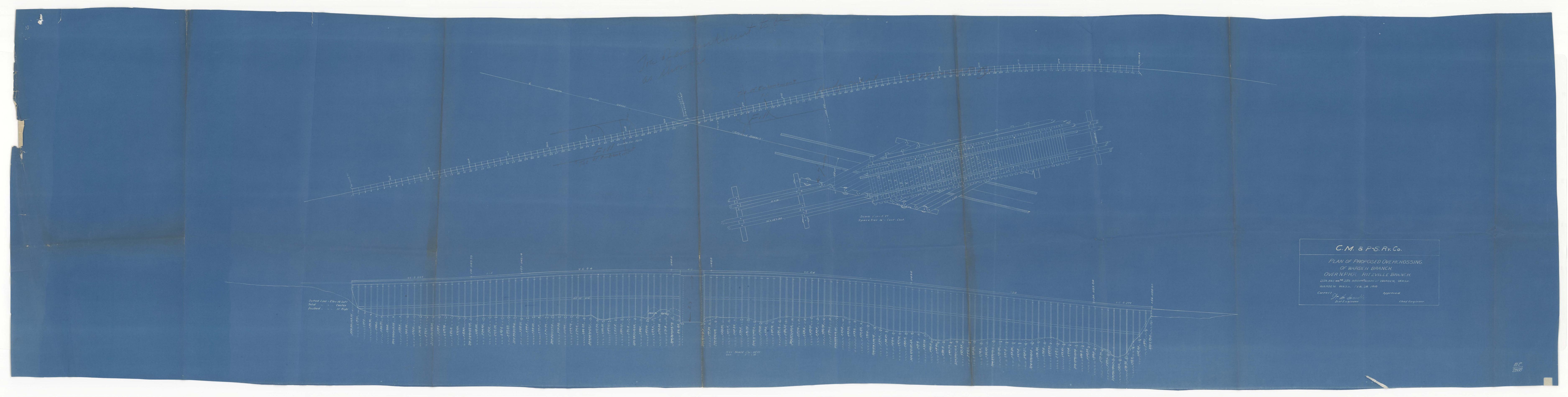
DearSir:

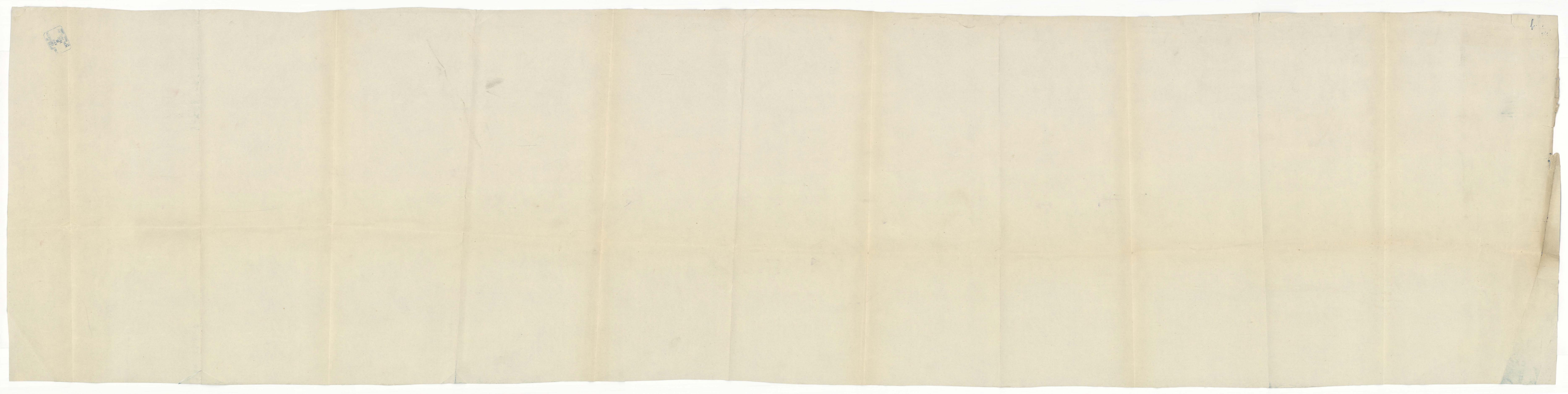
Referring to your letter of recent date with attached blueprint of proposed over-head crossing of the Warden Branch by the Milwaukee Road. I beg to advise that I already have this matter up with Mr. Pearson, and I presume that he will submit another plan for approval.

Yours truly,

Chief Engineer.

Morthern Pacific Railway Company. Ritzville, April 13, 1910. Mr.W.L.Darling, Chief Engineer. St. Paul. Minn. Dear Sir: Herewith blue print of C.M.& P.S.Ry., overhead crossing of Ritzville Branch at station 69 plus 87 just east of the Junction with Connell Northern Ry. The plan does not show sufficient clearance overhead nor from centre of our track to bents each side and I have informed the C.M.& P.S.Ry Engineer that it would be necessary to submit his plan for approval. The embankment as they propose to grade it, will leave room for a track each side of our present line and it occurs to me that we might want the bridge constructed to accomadate more tracks, Please advise. Yours truly, MWH Assistant Engineer.





7LD R St. Paul, April 9th, 1910 ... Mr. Howard Elliott. Please note attached from Mr. Pearson relative to crossing over four tracks on the Ritaville Branch. Will you please advise if you want to insist on the four tracks over the Ritzville Line. Would suggest that if the Puget Sound Company would not pay for the four tracks, that the Northern Pacific pay merely the difference in cost between the bridge crossing the two tracks and the bridge crossing four tracks, which, as far as steel work is concerned, would amount to about \$2000.00. W. I. Darling. Encl.

Copy of message. Seattle, April 7th, 1910.. W L Darling Chief Engr. MP COPY St Paul, Minnesota. Yours 5th, for such lines as Ritzville Branch former arrangement was that permament overhead structure should only take care of two tracks and it seems only fair with request respect to the Ritzville Branch for proficing for cross overhead. Hopeyou will see your way clear to accept the contract on that basis. Appreciate early advise. E J Pearson, 512 pm

FORM 96 Chicago, Milwaukee & St. Paul Railway Co.

RECEIVED TELEGRAM. At 10400 8th

114 GS C CG Seattle Apr 7 1910 110 PM W L Darling,

Chief Engr -- N P Ry -- St Paul.

Yours 5th, for such lines as Ritzville branch former arrangement was that permanent overhead structure should only take care of two tracks and it seems only fair with respect to the Ritzville branch for providing for cross overhead. Hope you will see your way clear to accept the contract on that basis. Appreciate early advice.

E J Pearson

512 PM

THE WESTERN UNION TELEGRAPH COMPANY.

OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

ROBERT C. CLOWRY, President and General Manager.

Receiver's No.

Time Filed

Frank '8947.

Check

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

St. Paul, April 5th, 1910 ..

E. J. Pearson, Chief Engineer,

C. M. & P. S. Ry. Seattle.

Your wire 3rd. Crossing of our Ritzville Branch must provide for four tracks.

W. L. Darling.

WLD R

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.

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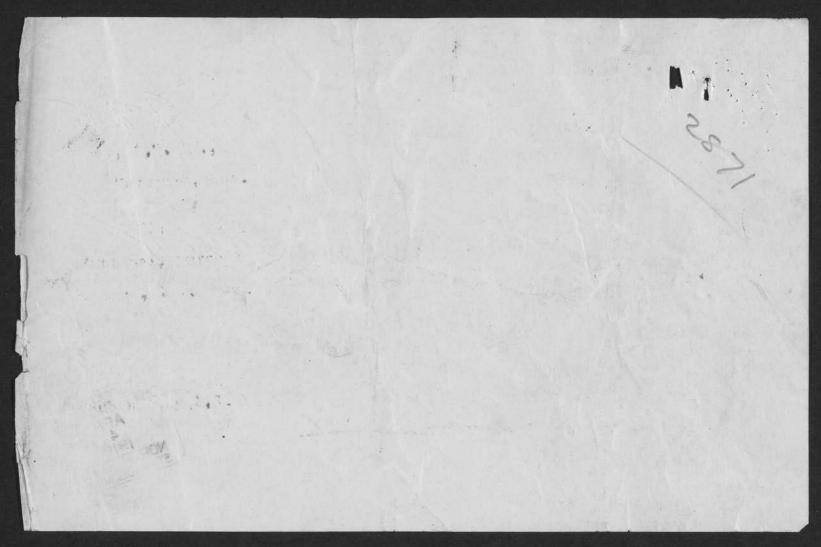
messengers, he acts for that purpose as the agent of the sender.

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ROBERT C. CLOWRY, President and General Manager.

9 Ja NB 6560 Deattle 4/2-3 802 H. L. Darling Straul Your letter teventy sunth How many Harts must we sprovide for Crossing 6 D Tearson Jon hands



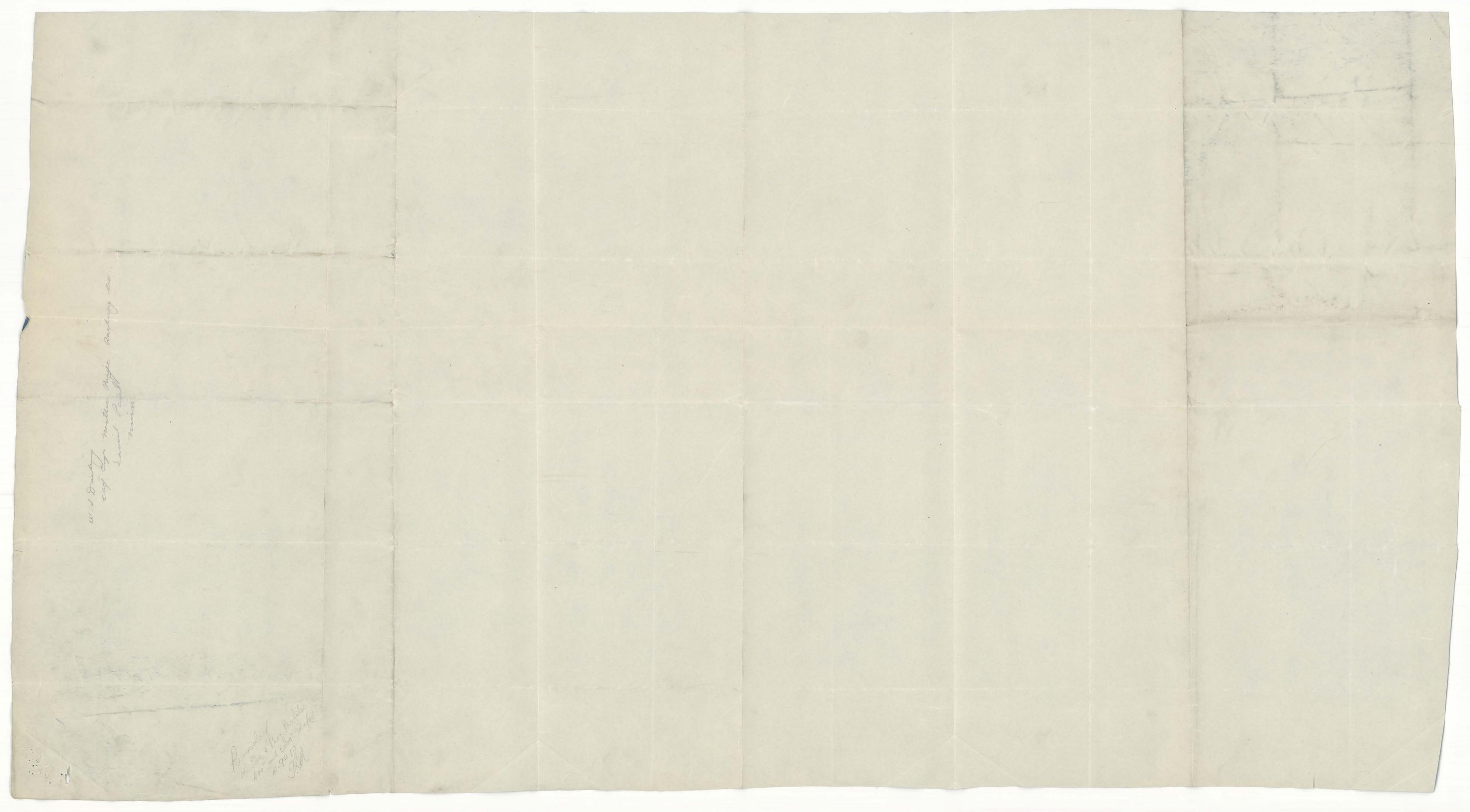
follows:-

"We want crossing contract for our Warden Branch over your Ritzville line which crossing could be located almost due north of Warden. We prefer to cross at grade and wish advice as to terms at which crossing will be arranged on that basis. Also should we cross overhead how many future tracks would you expect to have provided for?" Yours trail

EJP-0

Chief Engineer.





WLD R March 29th, 1910.. Mr. E. J. Pearson, Chief Engineer, Chicago, Milwaukee & St. Paul Rwy. Co., Seattle, Washington. Dear Sir:-Referring to your message today. We would very much prefer to have your Warden Branch separate grades when crossing our Ritzville Branch. The latter is liable to be an important line and we would very much desire separation of grades. As you are using heavy grades for Pranch Lines I apprehend there will be no difficulty. Our Connell Northern Line is located for overcrossing of both the Ritzville Branch and your line. Yours truly, Chief Engineer.

FORM 96. Chicago, Milwaukee & St. Paul Railway Co.

RECEIVED TELEGRAM. At 1030 a 70

9 GS Jo- Seattle Mar 28-29--235PM

W L Darling, NP Ry, StPauL.

We want crossing contract for our warden Branch over your Ritzville line which crossing could be located almost due north of warden we prefer to cross at Grade and wish advice as to terms at which crossing will be arranged on that basis, also should we cross over head how many future tracks would you expect to have provided for.

E J. PReasson.

3075 Saint Paul, February 16, 1910. WLD*G Mr. H. C. Westfall, Assistant Engineer, Connell, Washington. Dear Sir:-Referring to your message of the fourteenth instant. I am handing you herewith three blue prints of Howe Truss Span over Great Northern tracks at Adrian, 62 feet long. The contractors have bill of the timber: the Rail way Company will furnish the iron. Yours truly, Willing my 3 sports of Milling my 3 sports of Chief Engineer.

. O EQUI . THE WAY AND A STATE OF THE PARTY · 7185 (1991)

WLD*G February 16, 1910. Messrs. Caughren, Winters, Smith & Company, 541 Peyton Block. Spokane, Washington. Dear Sirs :-I hand you herewith blue prints with details and bill of material for the 62 foot Howe Truss Span over the Great Northern and Washington Central tracks at Adrian, The contractors will furnish the timber, the Railway Company to furnish the iron. Yours truly, Ja, B. of fronts seen of grants Chief Engineer.

Sent Mary Hard Ware of the sent of an enterior Annin Primite Maria Labor Mr. 1/2/10

3075 REC-S Saint Paul, Minnesota, Feb 2nd, 1910. Mr. R. H. Relf, Assistant Secretary. Dear Sir: -I hand you herewith crossing contract dated the 31st of December 1909, between the Chicago, Milwaukee and Puget Sound Railway Company and the Connell Northern Railway covering crossing near Warden, Washington. The Milwaukee Company retained the ribbon copy of the contract although we asked them to return it to us. Yours truly, Chief Engineer. Enc.

3075 REG-S Saint Paul, Minnesota, Jan 31st, 1910. Mr. C. W. Bunn, General Counsel. Dear Sir:-I hand you herewith contract dated the 31st of December 1909, between the C. M. & P. S. and the Connell Northern Railway covering crossing near Warden. The ribbon copy of this contract was initialed by you, but as you will note by the file attached the Milwaukee retained this, and I am therefor asking you to initial carbon copy for our records. Yours truly, Chief Engineer. Enc.

Morthern Pacific Railway Company.

WLD*G

January 30, 1910.

Mr. R. E. Gemmell .-

Please send complete file to Legal
Department for approval as to form of contract, as the
Milwaukee Company retained the original.

W. L. Darling.

Encl.
On Train No.8:
Yellowstone Division.

My San Mally of San Market

Form 290 TW Morthern Pacific Railway Company. REG-S Saint Paul, Minnesota, Jan 31st, 1910. Mr. C. W. Bunn, General Counsel. Dear Sir: -I hand you herewith contract dated the 31st of December 1909, between the C. M. & P. S. and the Connell Northern Railway covering crossing near Warden. The ribbon copy of this contract was initialed by you, but as you will note by the file attached the Milwaukee retained this, and I am therefor asking you to initial carbon copy for our records. Yours truly, Chief Engineer. Enc.

WLD*G January 27, 1910.

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

Replying to your letter of the fifteenth instant.

I have already asked Siems & Company to get price on Howe Truss work over Great Northern and Washington Central tracks at Adrian.

Yours truly,

At Spokane, Washington.

Chief Engineer.

I return herewith correspondence received with your letter of December 30th, also one draft of executed contract between the C.M.& P.S. and Connell Northern, covering overhead crossing of the C.M.& P.S. by the Connell Northern at Warden.

The contract has been executed for both companies and is returned to you as requested in your letter. The Milwaukee Company, however, has retained for their files the ribbon copy of the contract in spite of the fact that we asked them to return it to us, and the copy I am sending you herewith bears no approvals.

Yours truly,

Encl.

Hornes

Morthern Pacific Railway Company.

WLD*G

January 23, 1910.



Messrs. Siems & Company:

We should have price from con-

tractors for Howe truss work.

W. L. Darling.

Encl. At Tacoma, Wash.

3075 January 21st, 1910. REG-S Mr. A. H. Hogeland, Chief Engineer, Great Northern Ry., Saint Paul, Minnesota. Dear Sir: -As requested in your letter of the 15th I hand you additional set of prints of overhead crossing Connell-Adrian Line over Great Northern and Washington Central at Adrian, Washington. Yours truly, Chief Engineer. Enc.



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 receiving operators, call of sending office and name of receiving station must be entered in proper spaces in every instance.

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 exceiving operators, call of sending office and name of receiving station must be entered in proper spaces in every instance.

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 exceiving operators are required to attach a copy to Form 238, and forward same to Superintendent of Telegraph.

40000	mig, operators are re-	dutted to meeter a salt						
MUMBER	REC'D FROM SENDER	RECEIVER TIME REG'D DATE REC'D	TIME FILED	NUMBER	SENT TO	TIMESENT	SENDER	RECEIVE
		M.		м.		M.		
FROM	St. Paul, Minn.,		то	W.L.Darli	.ng,			
DATED	January	19th, 1910.	AT	On	Line.			

Your wire date: Great Northern contract requires a 62 foot
How truss span for the Connell Northern crossing at Adrian. Plans have
been approved by Chief Engineer Hogeland.

Contract for bridging does not include Howe truss work. Mr. Westfall asks to have requisition made here and material rushed. Shall we do so? Mr. Westfall has plans of bridge and can obtain hid from contractors if you desire have them furnish.

S.J.Bratager.



All Railway Messages must be written in ink on these blanks, which must not be uses for other purposes, and those for sending 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

CELLEN	long, operators are required to attach a copy to Form 298, and forward same to Supermitendent of Telegraph.									
NUMBER	REC'D FROM SENDER RECEIVER TIME REC'D DATE RE	C'D TIME FILED NUMBER SENT TO TIME SENT SENDER RECEIVER								
* 6	M.									
FROM		ro S. J. Bratager,								
DATED	Tacoma, January 19-10.	St.Paul, Minn.								

Does Great Northern contract require Howe truss work. If so we will have to make an additional contract.

W. L. Darling,

WLD-G



All Railway Messages must be written in ink on these blanks, which must not be used to other purposes, and those for sending controlling to the carding office and name of receiving station must be entered in proper spaces in every instance.

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NUMBER RECTO FROM SENDER RECEIVER TIME REC'D DATE REC'D TIME FILED SENT TO NUMBER TIMESENT SENDER RECEIVER 224 BY.SC.A

FROM DATED Ta coma Jany 19-10.

TO

AT

ST. Paul.

Does G.N. Contract require Howe Truss work. If so we will have to make an additional contract.

W.L.Darling

S J Braetager.

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All Raiway Messages must be written in lak on these blanks, which must not be used for other purposes, and those for parties on trains (except trainmed) enclosed in sealed envelopes. The exact time sent, time received, personal signal of Alter 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 315.		SENDER US.			DATE REC'D	TIME FILED	NUMBER	SENT TO	TIMESENT	SEND. SECEIVER
CDOM	St P	au I, Ja	n. 18t	h. 1910			W. L.	arling	M.	
FROM					ТО	on line.				
DATED	ATED				AT					

Mr. Hogeland has approved plans for overhead crossing of Great Northern at Adrian. Contract does not provide for Howe truss work. Shall we make requ for the truss material.

S. J. Bratager

9.47 P. M.



TEGRAM.

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 office and name of receiving station must be entered in proper spaces in every instance.

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and those for parties of the exact time sent, time received, personal signal of senting 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 Reby From	SENDER RECEIVE	R TIME REC'D DATE REC'D	TIME FILED	NUMBER	SENT TO	TIMESENT	SENDER	RECEIVER
		м.		a.		M.		
FROM.	St.Paul, 1	Minn.,	то	W.I	.Darli	ing,		
DATED	January :	18th, 1910.	AT	0	n Line	3.		

Mr. Hogeland has approved plans for overhead crossing of the Great Northern Railway at Adrian. Contract does not provide for Howe Truss work. Shall we make requisition for the truss material.

S.J. Bratager.

Great Northern Railway Company.

Engineering Department.

St. Paul, January 15, 1910.

Mr. W. L. Darling, Chief Engineer, Northern Pacific Railway, St. Paul, Minn.

Dear Sir:

Your letter of January 10th with plans for overhead crossing of the Great Northern Railway at Adrain, Wash., received. I find these to be in accordance with contract between the Connell Northern and the Great Northern, dated October 20, 1909.

I return herewith one set of prints with my approval.

Yours truly.

Chief Engineer.

of the state of the state of 1/21 JAB-P

Enc.

.3075 **

Great Northern Railway Company. Engineering Department. A. H. HOGELAND. CHIEF ENGINEER St. Paul, Minnesota, January 15, 1910. Mr. W. L. Darling, Chief Engineer, N. P. Ry., City. Dear Sir: Please furnish one additional set of prints of overhead crossing Connell-Adrian Line over Great Northern and Washington Central at Adrian, washington. Yours truly. JAB-b. HoStevens V

Northern Pacific Railway Company. J-10

HES

Saint Paul, January 10, 1910.

Mr. W. L. parling:-

Hand you herewith for approval, plan of proposed Howe truss for carrying the Connell Northern over the tracks of the Great Northern and Washington Central Railways, near Adrian, Washington.

H. E. Stevens.

Encl.

WLD*G January 10, 1910. Mr. A. H. Hogeland, Chief Engineer, Great Northern Railway Company, Saint Paul, Minnesota. Dear Sir:-I beg to hand you herewith for approval plan of overhead crossing of the Great Northern Railway at Adrian, Washington. This in accordance with contract between the Connell Northern and Great Northern, dated October 20, 1909. Yours truly, Encl. Chief Engineer. All give day motion

WLD-G Saint Paul, December 30, 1909. Mr. H. C. Nutt. President, Connell Northern Railway Company, Tacoma, Washington. Dear Sir:-I am returning herewith contract which you executed for the Connell Northern, with another contract in duplicate made by Mr. Field of the Puget Sound Company. which Mr. Bunn has decided to approve in place of the original one which was sent you and executed. I can see no difference between the two contracts, although the Puget Sound Company seem to think that there is. Would recommend, therefore, that the original contract executed be destroyed and the new contract executed in its place. you agree will you please send to Mr. Pearson for execution on the part of the Puget Sound Company. I attach copy of my letter to Mr. Bunn of the twenty-seventh instant and his reply. Would be glad if you will return all papers, with copy of contract for Mr. Relf's files. Yours truly, Encl. Chief Engineer.

TLD-G ecember 27. Mr. C. W. Bunn. General Counse Dear Sir:-Some time ago contract was forwarded to the Chicago, Milwaukee & Puget Sound Company for an overhead crossing of the Puget Sound Company's tracks by the Connell Northern. The Connell Northern executed it, but the Puget Sound Company objected to doing so because it was left with the Connell Worthern Company to name the date at which the permanent structure should be built. The Puget Sound think it should be left with that Company to state when the permanent structure should be constructed. There is, however, no disagreement with them except in the manner of stating. In the Connell Northern draft of contract page 1, clause 1: it recites that the Connell Company shall remodel the bridge whenever required by the Puget Sound Company to provide for the construction of additional tracks; the Puget Sound Company's draft - page 1, clause 1, states in a little different way, although the requirements appear to me to be identical.

Mr. C. W. Bunn: -2-Matter is referred to you as to which form of contract to accept. Yours truly, Encl. Chief Engineer.

Northern Pacific Railway Company

WLD-G

WLD-G

WLD-G

Saint Paul, December 27, 1909.

Wr. C. W. Bunn, Joseph Lower Lo

Dear Sir:-

Some time ago contract was forwarded to the Chicago, Milwaukee & Puget Sound Company for an overhead crossing of the Puget Sound Company's tracks by the Connell Northern. The Connell Northern executed it, but the Puget Sound Company objected to doing so because it was left with the Connell Northern Company to name the date at which the permanent structure should be built. The Puget Sound think it should be left with that Company to state when the permanent structure should be constructed. There is, however, no disagreement with them except in the manner of stating. In the Connell Northern draft of contract page 1, clause 1: it recites that the Connell Company shall remodel the bridge whenever required by the Puget Sound Company to provide for the construction of additional tracks; the Puget Sound Company's draft - page 1, clause 1, states in a little different way, although the requirements appear to me to be identical.

Mr. C. W. Bunn: -2-Matter is referred to you as to which form of contract to accept. Yours truly, Chief Engineer. Encl.

Chicago, Milwaukee & Puget Sound Railway Company

Seattle, Wash., December 21st, 1909.

Mr. W. L. Darling,

Chief Engineer, Nor. Pac. Ry.,

St. Paul, Minn.

Dear Sir:-

I beg to return the two copies of the Warden contract submitted by you, and with them copy of my letter of December lith to Mr. H. H. Field and copy of letter from Mr. Field dated December 15th to myself, also copies of proposed contract modified as per the lettersmentioned.

If the matter locks all right to you, as explained in those letters, wont you please arrange accordingly for the completion of the two new copies.

Yours truly,

EJP-WP

enclo-

CHIEF ENGINEER

12000

COPY. Sett tle, Wash., December 11th, 1909. Mr. H.H. Field, General counsel, Bldg. Dear Sir :-Enclosed are two copies of contract sent us by the N.P. covering crossing of its branch line over the top of our main line near Warden. The N.P's branch is known as the Connell Northern Railway C mpany. There is also attached copies of our existing crossing contract with the Portland '& Seattle for crossing west of Rock Lake; also copy of contract with the N.P. for the Lind crossing. It was agreed that the Warden contract, and our recently executed Rainier Contract should be similar and conform to previous contracts covering similar crossings previously arranged in connection with the construction of our main line. In paragraph one of the Warden Contract it does not seem to me that the Puget Sound Company has the right to require a permanant structure of any kind of a structure, although no structure can be built until the plans the eof have been approved by the Puget Sound Company. Will you be kind enough to outline the changes of additions if any that you think should be made in the Warden contract so that the terms thereof may accord with the mutual understanding of each as outlined above. Yours truly, Chief Engineer.

of the covenants and agreements hereinbefore contained hereby grants the Connell Company the right to so replace the same. The permanent bridge shall be constructed so as to give an overhead clearance of not less than twenty-two (22) feet above the top of the rail of the Puget Sound Company and a side clearance, measured from the centre line of track, of not less than eight (8) feet and shall provide for four (4) tracks of the Puget Sound Company, spaced not more than thirteen (13) feet centres.

5. The grants, covenants and stipulations hereof shall be extended to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized on the day and year first above written, and in duplicate originals.

Attest:		

CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY COMPANY,

BY

President.

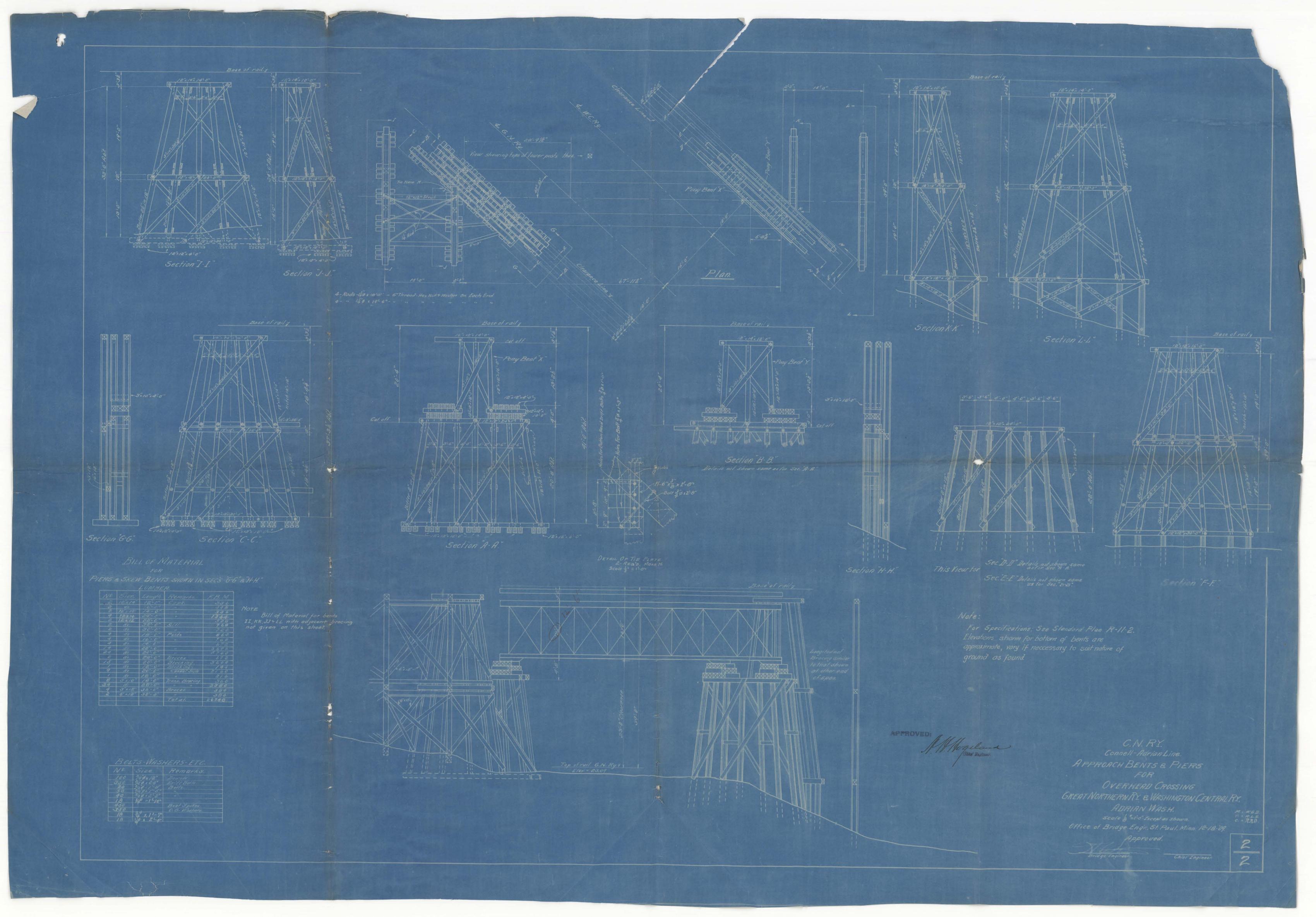
Attest:

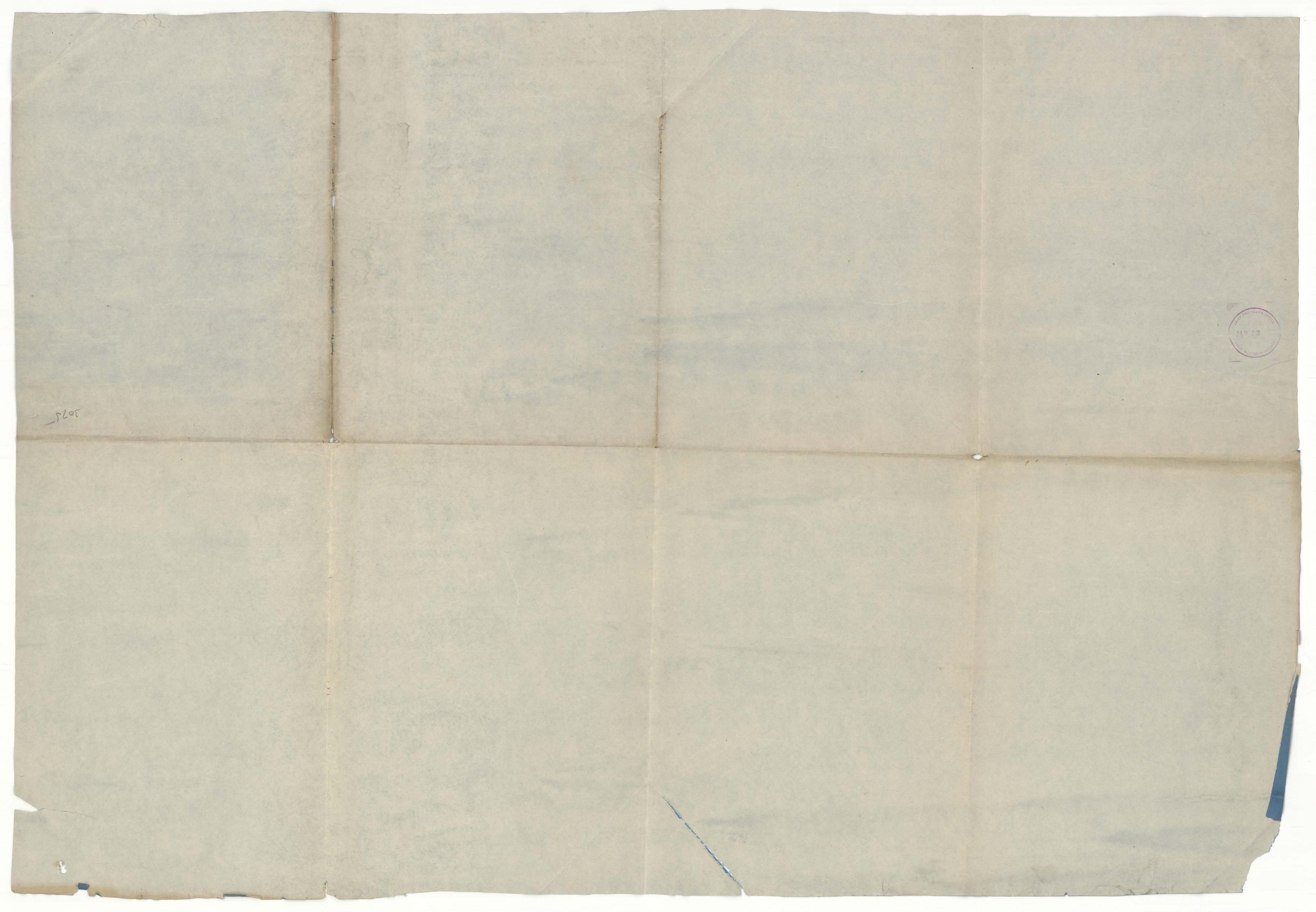
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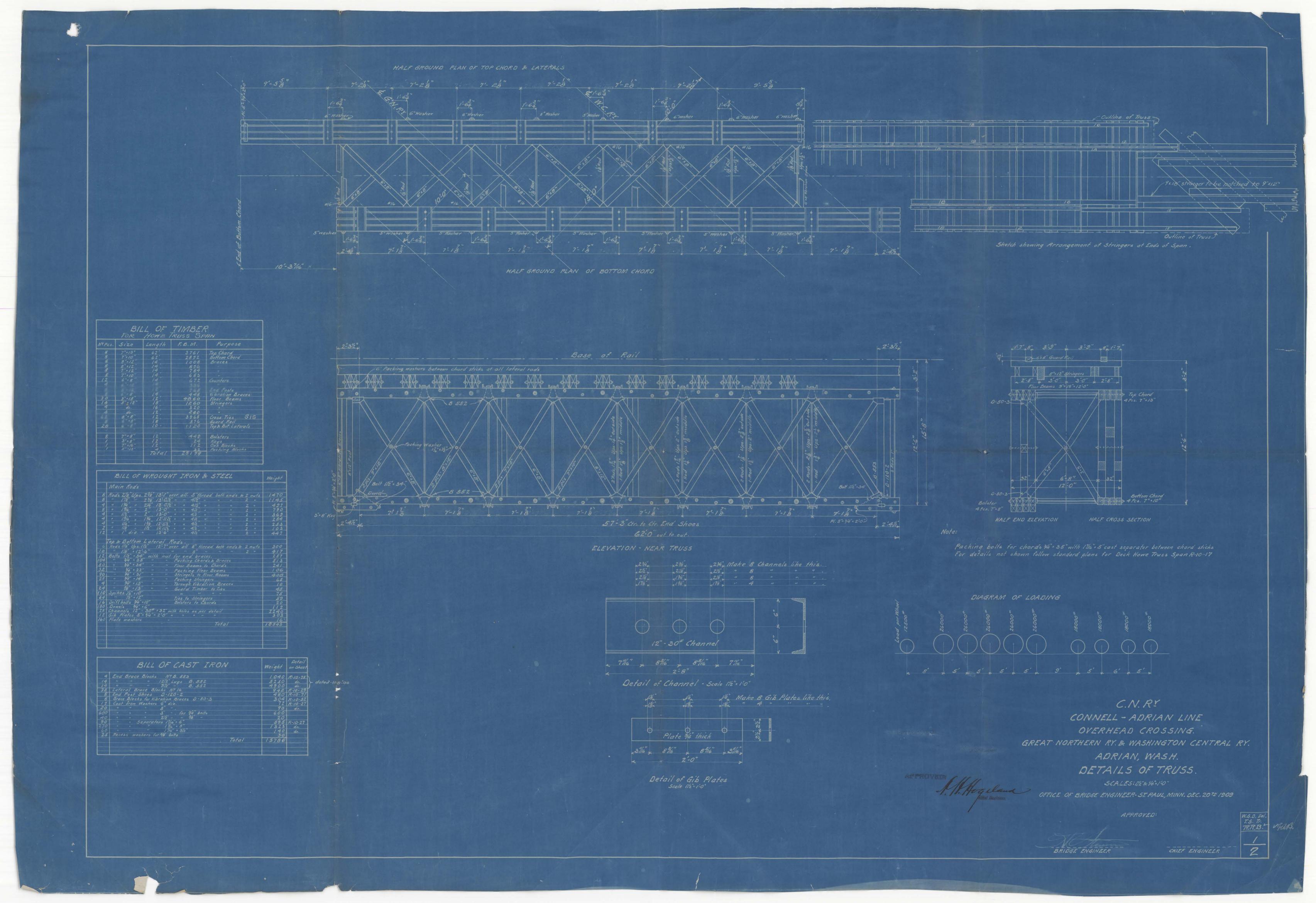
CONNELL NORTHERN RAILWAY COMPANY,

BY President.

Signed, sealed and delivered in the presence of:







3075 WLD-G Saint Paul, December 8, 1909. Mr. H. C. Westfall, Assistant Engineer. Connell, Washington. Dear Sir:-We have agreed with the Puget Sound Company to provide 22-1/2 feet clearance above the top of their present rail at the crossing at Warden. Please see that crossing is put in in accordance therewith. Yours truly, Chief Engineer.

TATE A STATE

THE WESTERN UNION TELEGRAPH COMPANY.

24,000 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, December 6, 1909.

E. J. Pearson, Chief Engineer, C. M. & P.S.Ry., Seattle, Wash.

Your wire second. O.K. to change contract to read twenty-two and five-tenths feet clearance for the Connell Northern crossing at Warden.

W. L. Darling,

Frank No.9528. WLD-G

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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.

3075 WLD-G December 6, 1909. Mr. E. J. Pearson. Chief Engineer, C. M. & P. S. Ry., Seattle, Washington. Dear Sir:-Confirming my wire of to-day, which read as follows :-"Your wire second. O.K. to change contract to read twenty-two and five-tenths feet clearance for the Connell Northern crossing at Warden." We are going to this additional expense in order to provide an opportunity for you to raise your track for one foot of ballast, as requested. Yours truly, Chief Engineer.

I have your letter of December 3rd about clearances at the overhead crossings of the Milwaukee Line on our Connell Northern Branch. In view of your recommendation, it will be agreeable to grant the Milwaukee Company the concession asked for by Mr. Pearson.

Yours truly,

President.

Saint Paul, December 3, 1909. WLD-G Mr. Howard Elliott, President. Dear Sir:-Please note attached copy of message from Mr. Pearson, under date of second instant, about making the clearance in the Connell Northern crossing contract 22'6" above the top of their present rail, as they have but five inches of ballast under their rail at the present time. I would like authority to say to Mr. Pearson that the Northern Pacific will grant them this concession for the reason that their track is but half ballasted. Would like to say this because it will make no difference to the Connell Northern as the proposed clearance is already about 23 to 23-1/2 feet; and it will leave the Milwaukee under obligation to the Northern Pacific should the latter Company ever desire the same condition inserted in their agreement. Yours truly. Encl. Chief Engineer.

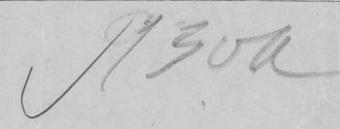
Form 96. Chicago, Milwaukee & St. Paul Railway Co.

RECEIVED TELEGRAM. At

54 GS RX N Seattle 12/2 F 1145AM W L Darling

7 N F Ry

St Paul.



Connel North in Crossing Contract Exhibits show twenty two feet Clearance over top of present rail, instead of over top of rail when at permanent grade. This track only half ballasted. Twenty two foot clearance should be from point Five Tenths of a foot above present top of rail. Is it satisfactory for me to correct exhibits accordingly.

E J Pearson

331PM

Ken 3 30

WLD-G Saint Paul, November 26, 1909. Mr. H. C. Westfall, Assistant Engineer, Connell, Washington. Dear Sir:-Replying to your letter of the twentysecond instant. Contract with the Puget Sound Company for overhead bridge at Warden requires twenty-two feet clearance. Yours truly, Chief Engineer.

Northern Pacific Railway Company.

Connell, Wash. Nov. 22, 1909.

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

Dear Sir:-

On the Milwaukee Overhead Bridge near Warden we have twenty-two feet ten inches clearence.

Is this enough to fulfill our contract with them or do they require more head room?

Yours truly,

Hellstyfall Assistant Engineer.

HCW

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Northern Pacific Railway Company. IN YOUR REPLY PLEASE REFER TO FILE_ Tacoma, November 20,1909-Mr. W. L. Darling, Chief Engineer, St. Paul. Dear Sir: I have executed and return to you herewith as requested in your letter November 9th, contract in duplicate between the C.M.& P.S.Railway Company and the Connell Northern Railway Company, covering crossing by the Connell Northern line over the Milwaukee Company's track near Warden, Washington. It is my understanding from your letter that you will secure execution by the Milwaukee Company and will then make proper disposition of the executed agreements. Yours truly, He heart, Encl.

Saint Paul, November 9, 1909. WLD-G Mr. H. C. Nutt, President, Connell Northern Railway Co., Tacoma, Washington. Dear Sir: -Beg to hand you herewith agreement with the Puget Sound Company for the construction by the Connell Northern of an overhead crossing at Warden. If you will please execute, will send to Mr. Pearson to ask for execution by the Puget Sound Company. Contract made in accordance with Mr. Elliott's agreement with the Puget Sound Company, and provides for a single or double track structure over the Puget Sound Company's line: building first a temporary bridge, then a permanent bridge over four tracks whenever the Puget Sound Company may request. Yours truly, Chief Engineer. Encl.

St. Paul, Minn., November 5th, 1909.

REG-D

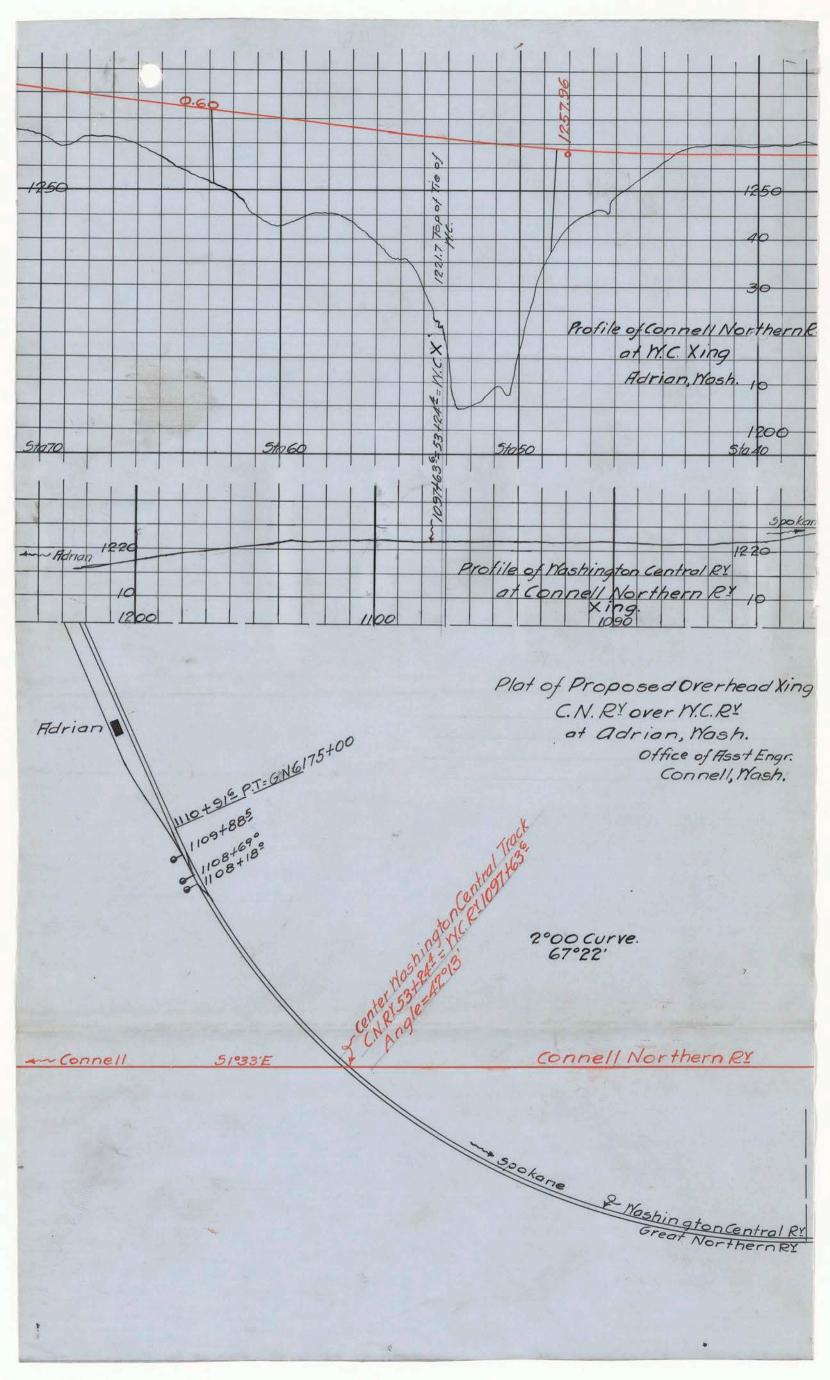
Mr. C. W. Bunn,

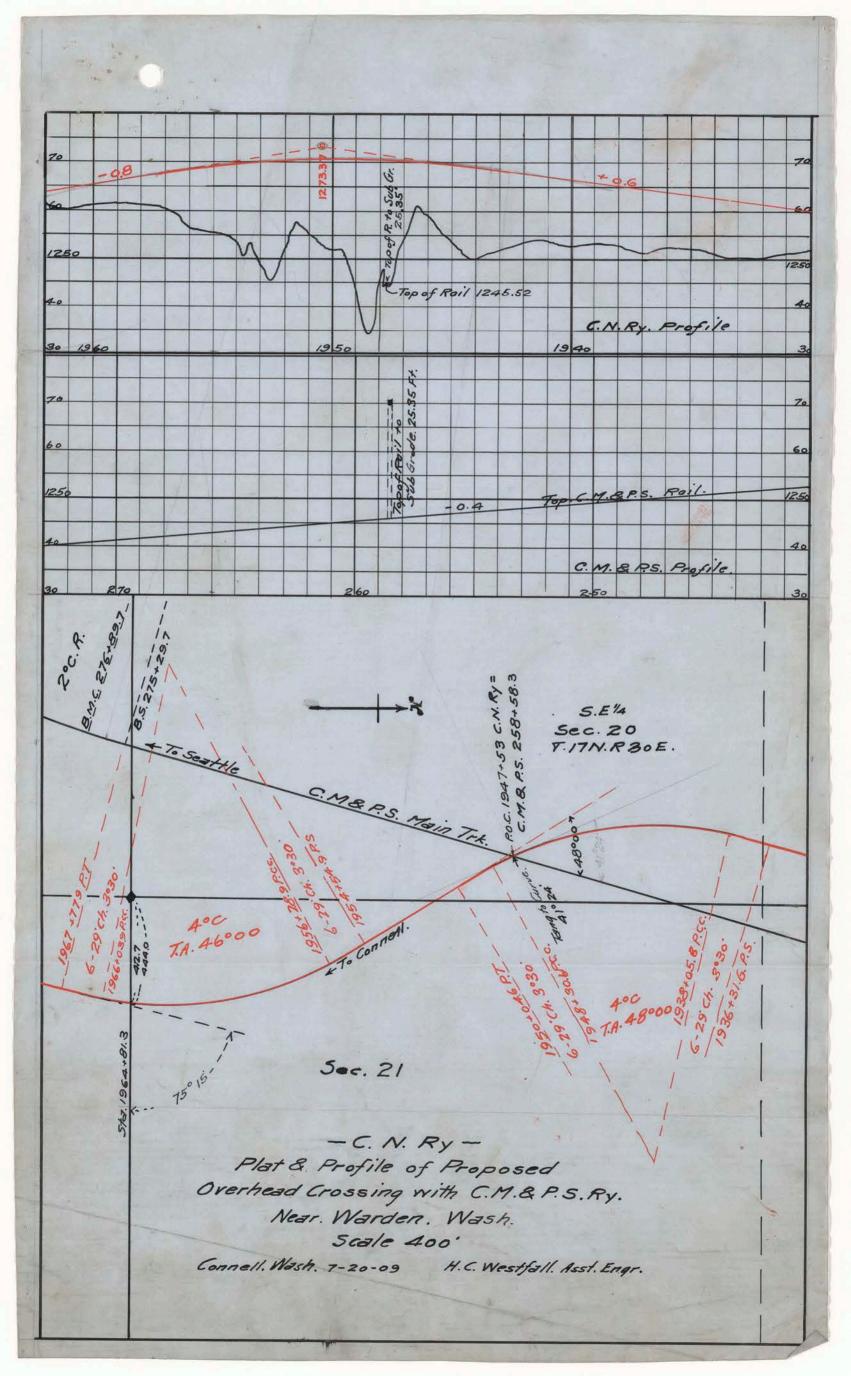
I hand you herewith for approval proposed contract between the Connell Northern Railway Company and the Chicago, Milwaukee & Puget Sound Railway Company covering crossing near Warden, Washington.

W. L. Darling.

Enc.

Morthern Pacific Railway Company. Connell, Wash, Nov. 2, 1909. Mr. W. L. Darling, Chief Engineer. St. Paul, Minn. Dear Sir :-Enclosed find tracing to accompany crossing contract for W.C.Ry. Didn't suppose we needed one for this. Yours truly, My de la capto co Assistant Engineer. HCW





Northern Pacific Railway Company.

WLD-G

Saint Paul, October 30, 1909.

Mr. R. E. Gemmell, -

Will you please prepare contract for Northern Pacific over-crossing at Warden. Matter should be handled promptly.

Encl.

W. L. Darling.

Or me think than the and and the former on the former of t ho average ha PER L'AC GERNO-02 676 EUR LE CE TERRORI. METTER BLOGLE DE BOLETAR The state of the s

REG-Q October 30, 1909. Mr. A. H. Hogeland, Chief Engineer, Gt. Nor. Ry. Co., City. Dear Sir: I hand you herewith executed contract, dated the 20th of October, 1909, between the Great Northern Railway and connell Northern Railway Companies, covering overhead crossing at Adrian. Yours truly, Chief Engineer. Encl.

REG-Q Saint Paul, October 30, 1909. Mr. R. H. Relf, Assistant Secretary, Dear Sir: I hand you herewith contract dated the 20th of October, 1909, between the Great Northern Railway Company and the Connell Northern Railway Company, covering overhead crossing near Adrian. Yours truly, Chief Engineer. · Encl.

Form No. 260.

THE WESTERN UNION TELEGRAPH COMPANY.

23,

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.

Saint Paul, October 30-09.

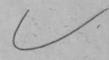
E. J. Pearson, Chief Engineer, C. M. & P.S. Ry., Seattle, Wash.

Your wire twenty-seventh. I agree with you for your Company to prepare contract for Rainier and this Company to prepare contract for Warden crossing, and will do so at once.

W. L. Darling,

lla

Frank No.9528. WLD-G



ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOW TERMS:

THE REPORT OF METERS OF THE PROPERTY.

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.

FORM 96. Chicago, Milwaukee & St. Paul Railway Co.

RECEIVED TELEGRAM. At

87 GS DO M Seattle oct 27 F 1045AM.

W L Darling

NFR

Faul

e Warden and Ranier crossings which

Understand it is agreed on terms for the Warden and Ranier crossings which will be same for example as where our main line passes over yours at Lind or Murdock and if acreeable I will prepare contract for Ranier and you for Warden, please advise.

E J Pearson

418PM

Rest 5 10

Section and the Section of 112 3/4 / July 18 and the same \$ 2-15 P. 20 m GETARD LEFECKWAY DO MITASTIREES

THIS AGREEMENT, made this ______ day of ______, A.D., 1909, between the Chicago, Milwaukee & Puget Sound Railway Company, hereinafter called the Puget Sound Company, party of the first part, and the Connell Northern Railway Company, hereinafter called the "Connell Company", party of the second part, WITNESSETH:

The Puget Sound Company in consideration of the covenants and agreements of the Connell Company herein contained, hath granted, and by these presents doth grant, unto the Connell Company upon the conditions and for the purposes hereinafter set forth, the right at its sole cost, charge and expense to construct, maintain and operate a timber bridge to be used as an overhead crossing carrying a single or double track of railroad over the right of way and track of the Puget Sound Company in the Southeast quarter (SE1) of section twenty (20) Township seventeen (17) North, Range thirty (30) East of the Willamette Meridian, in Grant County, State of Washington. The track of the Puget Sound Company with reference to said crossing is shown on a map thereof hereto attached and made a part hereof and marked "Exhibit A" and identified by the signatures of the Chief Engineers of the respective parties.

The foregoing grant is expressly conditioned upon the performance by the Connell Company of all and singular the following covenants and agreements:

1. The Connell Company may forthwith enter upon the right of way of the Puget Sound Company and construct for the purposes afpresaid such bridge, which it shall remodel whenever required by the Puget Sound Company to provide for the construction of additional tracks, not exceeding four (4), or other necessary uses of its property in accordance with plans and specifications to be approved by the Puget Sound Company. The said bridge shall be constructed to give an overhead clear-

ance of not less than twenty-two (22) feet above the top of the rail of the present track of the Puget Sound Company, and to span the existing main track of the Puget Sound Company at the point of crossing, with the nearest part of supports not closer than ten (10) feet from centre of said track. Said bridge shall be constructed at such times and in such manner as will not interfere with the Puget Sound Company in the operation of its railway.

- 2. The Connell Company assumes, and indemnifies and insures the Puget Sound Company against, all loss and damage whatsoever suffered either by the Puget Sound Company or by any other person or corporation, caused or in any way growing out of the construction, maintenance, re-construction, repair or operation of the said bridge, provided that each party shall bear all loss caused by its own employes or trains.
- 3. The Connell Company shall maintain the said structure in such a state of repair that the operation of the Puget Sound Company will in no way be obstructed, inconvenienced or rendered dangerous. If, at any time, it shall reasonably appear to the Puget Sound Company that said structure is likely to endanger or interfere with the operation of the Puget Sound Company, the Puget Sound Company shall notify the Connell Company in writing to make such repairs as will obviate the danger of obstruction. In case the Connell Company fails to make such repairs as will make the said structure safe or remove any obstruction to operation within fifteen (15) days after receiving said notice, then the Puget Sound Company shall have the right to proceed to make the repairs at the expense of the Connell Company.
- 4. If ah any time the Connell Company shall desire to replace the said timber bridge with a permanent construction of concrete and steel, the Puget Sound Company in consideration

of the covenants and agreements hereinbefore contained hereby grants the Connell Company the fight to so replace the same. The permanent bridge shall be constructed so as to give an overhead clearance of not less than twenty-two (22) feet above the top of the rail of the Puget Sound Company and a side clearance, measured from the eartre line of track, of not less than eight (8) feet and shall provide for four (4) tracks of the Puget Sound Company, spaced not more than thirteen (13) feet centres.

5. The grants, covenants and stipulations hereof shall be extended to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized on the day and year first above written, and in duplicate originals.

Attest:	CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY COMPANY,
	BYPresident.
Attest:	CONNELL NORTHERN RAILWAY COMPANY?
Secretary.	BYPresident.
Signed, sealed and delivered in the presence of:	

WLD-G

Mr. H. C. Westfall,

Assistant Engineer,

Connell, Washington.

Dear Sir:-

As yet we have had no information relative to overcrossing of the Washington Central tracks at Adrian. Please send me the necessary information so that contract can be made.

Yours truly,

On Train No.6, Fargo Division. Chief Engineer.

3000

WLD-G

October 17, 1909.

Mr. R. E. Gemmell, -

I note we have no crossing contract with the Washington Central for overcrossing of their tracks at Adrian. Will you please have one made.

W. L. Darling.

Encl. On Train No.6, Fargo Division.

Northerns Pacific Railway Company. IN YOUR REPLY PLEASE REFER TO FILE_ Tacoma, October 21, 1909-Mr. W. L. Darling, Chief Engineer, Saint Paul. Dear Sir: I enclose herewith as requested in your letter October 7th, executed contract between the Connell Northern Railway Company and the Great Northern Railway Company, for overcrossing of the Great Northern tracks near Adrian, which I have executed, and which may be delivered to the Great Northern Company. Before delivering the contract to them, however, the tracing attached should be signed by yourself as Chief Engineer of the Connell Northern. Yours truly, He Hutty Encl.

Northern Pacific Railway Company. IN YOUR REPLY PLEASE REFER TO FILE_ Tacoma, October 21, 1909-Mr. W. L. Darling, Chief Engineer, St.Paul. Dear Sir: Will you please sign the tracing with attached executed contract between the Connell Northern and the Great Northern for over crossing near Adrian as Chief Engineer of the Connell Northern Railway and then forward these papers to Mr . Relf.

Yours truly,

Ho muto

Encl.

Northern Pacific Railway Company. WLD-G October 17, 1909. Mr. R. E. Gemmell. -I note we have no crossing contract with the Washington Central for overcrossing of their tracks at Adrian. Will you please have one made. W. L. Darling. Encl. On Train No.6, Fargo Division. Mr. W. L. Darling: -The Washington Central has leased its lines to the Northern Pacific for 999 years: should contract be with both Washington Central and Northern Pacific. Note also Washington Central has only an easement to occupy Great Northern Right of Way at this point, which can be terminated on 6 months R.E.G. 10/22/09. notice.

WLD-G

October 7, 1909.

Mr. H. C. Nutt,

President, Connell Northern Railway Company, Tacoma, Washington.

Dear Sir:-

I beg to hand you herewith for execution on behalf of the Connell Northern Railway Company, agree = ment with the Great Northern Railway Company for an over-head crossing of their tracks near Adrian.

Williyou please have executed and return one copy to me for transmittal to the Great Northern Company.

Yours truly,

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

St. Paul, Minn., October 4th, 1909. SJB-D MEMO. Mr. W. L. Darling, Contract with the Great Northern Railway Company covering crossing by the Connell Northern Railway near Adrian, Washington, has been made up, in accordance with your notation on Chief Engineer Hogeland's letter of July 31st, and the same is handed you herewith. The Great Northern made certain changes in the original contract that we submitted to them for approval. These are mentioned in my letter of October 1st to General Counsel Bunn. Mr. Bunn has approved the contract and as I do not think the changes are material I have also initialled. Principal Ass't Engineer. Enclosure.

Northern Pacific Railway Company. St. Paul, Minn., October 4th, 1909. SJB-D MEMO. Mr. W. L. Darling, Contract with the Great Northern Railway Company covering crossing by the Connell Northern Railway near Adrian, Washington, has been made up, in accordance with your notation on Chief Engineer Hogeland's letter of July 31st, and the same is handed you herewith. The Great Northern made certain changes in the original contract that we submitted to them for approval. These are mentioned in my letter of October 1st to General Counsel Mr.Bunn has approved the contract and as I do not think the changes are material I have also initialled. Principal Ass't Engineer. Enclosure.

St. Paul, Minn., October 1st, 1909. SJB-D COLE Mr. C. W. Bunn, General Counsel. Dear Sir: -The Great Northern Company have redrawn the contract we submitted to them for the crossing of the Connell Northern Railway over their track at Adrian, Washington. They have added a clause to paragraphs 2 and 4; paragraph 5 is new; and paragraph 6 corresponds to our paragraph 5, except the last three lines. If you see no objection to the changes from a legal stand-point and the contract is otherwise O.K. will you please approve both copies. Yours truly, Chief Engineer. Enclosure.

Form 290 TW Northern Pacific Railway Company. St. Paul, Minn., October 1st, 1909. SJB-D Mr. C. W. Bunn, General Counsel. Dear Sir: -The Great Northern Company have redrawn the contract we submitted to them for the crossing of the Connell Northern Railway over their track at Adrian, Washington. They have added a clause to paragraphs 2 and 4; paragraph 5 is new; and paragraph 6 corresponds to our paragraph 5, except the last three lines. If you see no objection to the changes from a legal stand-point and the contract is otherwise O.K. will you please approve both copies. Yours truly, Manuy Ghief Engineer. J. Enclosure. DWBu 192/19

Morthern Pacific Kailway Company.

A.D. 1909, between the GREAT NORTHERN RAILWAY COMPANY, hereinafter called the "Northern Company", party of the first part,
and the CONNELL HORTHERN RAILWAY COMPANY, hereinafter called
the "Connell Company", party of the second part, WITNESSETH:

The Northern Company in consideration of the covenants and agreements of the Connell Company herein contained, hath granted, and by these presents doth grant, unto the Connell Company upon the conditions and for the purposes hereinafter set forth, the right at its sole cost, charge and expense to construct, maintain and operate a timber bridge to be used as an overhead crossing carrying a single or double track of rail-road over the right of way and track of the Northern Company in the northeast quarter (NB\$) of Section twenty-f our (24), Township twenty-two (22) north, Range twenty-seven (27) east of the Willamette Meridian, in Grant County, State of Washing-ton. The track of the Northern Company with reference to said crossing is shown on a map thereof hereto attached and made a part hereof and marked "Exhibit A" and identified by the signatures of the Chief Engineers of the respective parties.

The foregoing grant is expressly conditioned upon the performance by the Connell Company of all and singular the following covenants and agreements:

1. The Connell Company may forthwith enter upon the right of way of the Northern Company and construct for the purposes aforesaid such bridge. The said bridge shall be constructed to give an overhead clearance of not less than twenty-three (23) feet above the top of the rail of Northern Company, and to span the existing main track of the Northern Company and the existing track of the Northern Pacific Railway Company

at the point of crossing, with the nearest part of supports not closer than ten (10) feet from centre of said tracks. Said bridge shall be constructed at such times and in such manner as will not interfere with the Morthern Company in the operation of its railway.

2. The Connell Company assumes, and indermifies and insures the Northern Company against, all loss and damage whatsoever suffered either by the Northern Company or by any other person or corporation, caused or in any way growing out of the construction, maintenance, re-construction, repair or operation of the said bridge provided that each party shall bear all loss caused by its own employes or trains.

3. In case any claim for damage is made against the Northern Company, which damage the Connell Company has assumed under the provisions of this contract, the Northern Company may give notice to the Connell Company of the claim or the pendency of suit therefor, and thereafter the Connell Company may handle the compromise of such claim, or the defense of any action brought thereon in the name of the Northern Rompany, but at its own sole cost and expense.

4. The Connell Company shall maintain the said structure in such a state of repair that the operation of the Northern Company will in no way be obstructed, inconvenienced or rendered dangerous. If, at any time, it shall reasonably appear to the Northern Company that said structure is, or likely to become, dangerous, the Northern Company shall notify the Connell Company in writing to make such repairs as will obviate the danger. In case the Connell Company fails to make such repairs as will make the said structure safe or remove any obstruction to operation within fifteen (15) days after receives

ing said notice, then the Northern Company shall have the right to proceed to make the repairs.

5. If at any time the Connell Company shall desire to feplace the said timber bridge with a permanent construction of concrete and steel the Northern Company in consideration of the covenants and agreements hereinbefore contained hereby grants the Connell Company the right to so replace the same. Said permanent bridge shall be of such length as to provide a clear opening of sufficient width to give room for four (4) tracks of the Morthern Company, spaced not to exceed fourteen (14) feet centre to centre, with a side clearance of ten (10) feet.

6. The grants, covenants and stipulations hereof shall be extended to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHERMOF the parties hereto have caused these presents to be executed by their respective efficers thereunto duly authorized on the day and year first above written, and in duplicate originals.

Attest:

BY

President.

CONNELL NORTHERN RAILWAY COMPANY,

Attest:

BY

President.

Secretary.

Signed, sealed and delivered in the presence of:

Great Northern Railway Company. Engineering Department. A. H. HOGELAND, St. Paul, Sept. 27, 1909 Mr. W. L. Darling, Chief Engineer, N.P.Ry., CITY Dear Sir :-Referring to your letter of August 25th last, I hand you herewith contract in duplicate between the Great Northern Ry. and the Connell Northern Ry. for the overhead crossing near Adrian, Wash. Will you kindly arrange for execution on behalf of your Company, returning original to me. I would also request that you sign the tracing attached to the contract. Yours truly, r jr-r In have redrawn the contract - clause 2 has been changed also clows 4 Clause 5 is new - Clouse le correspondence to dost 2 hour our clown 2 left out of you.

SJB-D

Mr. A. H. Hogeland, Chief Engineer,
Great Northern Railway Company,
St. Paul, Minnesota.

Dear Sir:-

Referring to your letter of July 31st:

I beg to hand you herewith, in duplicate, proposed contract to cover the crossing of the Connell Northern Railway over your main line just east of Adrian, Washington. I think you will find that the contract has been drawn up in accordance with your letter.

If satisfactory will you please have executed and behalf of the Great Northern Railway Company and return for execution on behalf of the Connell Northern Railway Company.

Yours truly,

Chief Engineer.

Enclosure.

Northern Pacific Railway Company.

REG-G

Saint Paul, August 23, 1909.

Mr. C. W. Bunn, -

Herewith for your approval contract with the . Great Northern Railway covering crossing of the Connell Northern Railway near Adrian, Washington.

W. L. Darling.

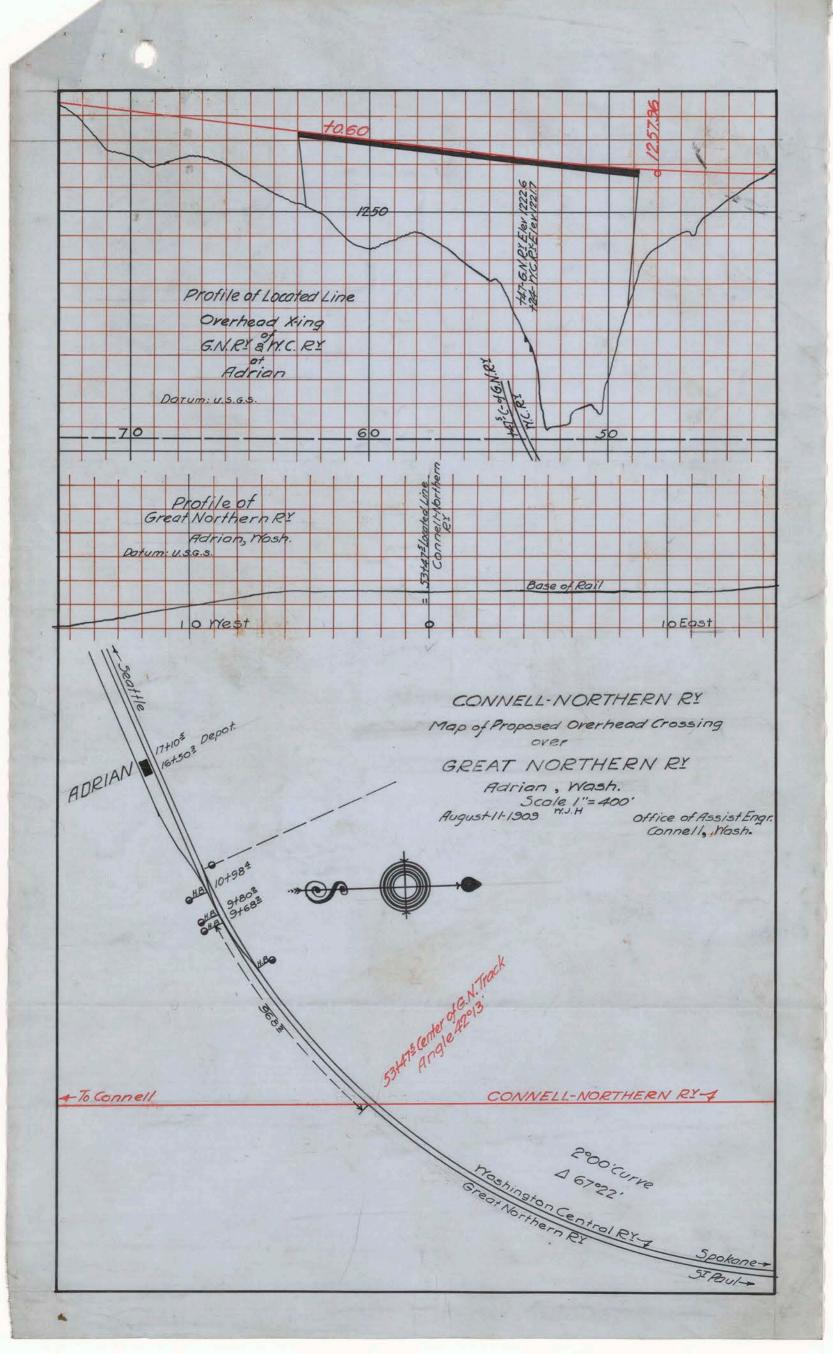
Encl.

124 Approved as to roun

Pls sulmit to Legal Depulmie

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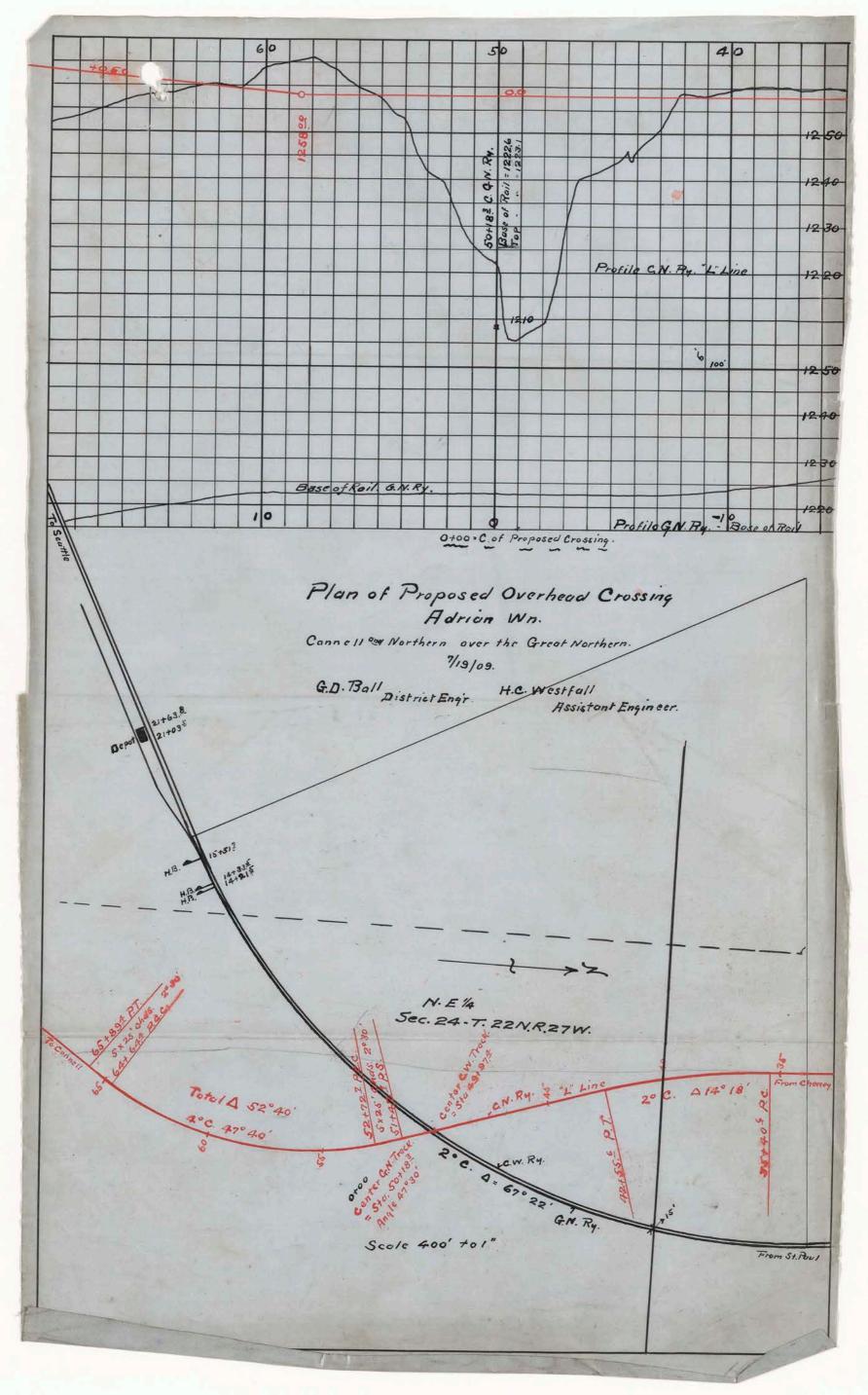
Form 290 TW Northern Pacific Railway Company. Connell, Wash. August 11, 1909. Mr. W.L. Darling, Chief Engineer. St. Paul, Minn. Dear Sir :-As line change at Adrian has been approved I am sending in new plat for overhead crossing contract with the G.N.Ry. Former tracing will be void. Yours truly, Account Engineer. MP washing M. H CW



Great Morthern Railway Company. Engineering Department. St. Paul, Minnesota, July 31, 1909. Mr. W. L. Darling, Chief Engineer, N. P. Ry .. City. Dear gir: Replying to yours of the 23rd. The overhead crossing which you propose for your Connell Northern Railway over our main line just east of Adrian station in the N.E. tof Section 24, Township 22, Range 27, is satisfactory to this company. I presume you would put in a wooden structure during your present construction, and if so this should be arranged so as to span both our main track and your track at the point of crossing, with the nearest part of supports not nearer than 10' of center of tracks, and with at least 23' clear head room above top of rail. Whenever a permanent structure is put in there should be one clear span sufficient to provide for a four-track system for the Great Northern. Yours truly. Chief Engineer AHH-b. Is real landout accordingly

July 23, 1909. WLD-G Mr. A. H. Hogeland, Chief Engineer, Great Northern, Rail way Company, Saint Paul, Minnesota. Dear Sir: -Beg to hand you herewith application for crossing by the Connell Northern Railway over the Great Northern tracks in Section 24, Township 22 North, Range 27 West, directly Eastof Adrian station. Will you please advise if this overhead crossing is satisfactory, and what conditions the Great Northern will impose. Yours truly, Chief Engineer Encl.

Form 290 TW Morthern Pacific Railway Company. Connell, Wash. July 20th 1909. Mr. W. L. Darling, Chief Engineer. St. Paul, Minn. Dear Sir :-I am ending enclosed two tracings, one for the crossing contract with the G.N.Ry at Adrian and one for the Milwaukee crossing near Warden per your verbal request of the 18th. Yours truly, Assistant Engineer. HCW



THIS AGREEMENT, made this __day of A. D. 1909, between the GREAT NORTHERN RAILWAY COMPANY, hereinafter called the "Northern Company", party of the first part, and the CONNELL NORTHERN RAILWAY COMPANY, hereinafter called the "Connell Company", party of the second part, WITNESSETH:

The Northern Company in consideration of the covenants and agreements of the Connell Company herein contained, hath granted, and by these presents doth grant, unto the Connell Company upon the conditions and for the purposes hereinafter set forth, the right at its sole cost, charge and expense to construct, maintain and operate a timber bridge to be used as an overhead crossing carrying a single or double track of railroad over the right of way and track of the Northern Company in the northeast quarter (NE1) of Section twenty-four (24), Township twenty-two (22) north, Range twenty-seven (27) east of the Willamette Meridan, in Grant County, State of Washington. The track of the Northern Company with reference to said crossing is shown on a map thereof hereto attached and made a part hereof and marked "Exhibit A" and identified by the signatures of the Chief Engineers of the respective parties.

The foregoing grant is expressly conditioned upon the performance by the Connell Company of all and singular the following covenants and agreements:

The Connell Company may forthwith enter upon the right of way of the Northern Company and construct for the purposes afore-The said bridge shall be constructed to said such bridge. give an overhead clearance of not less than twenty-three (23) feet above the top of the rail of Northern Company, and a side the execting main hack of the norther congruing and the back touch of the restlan Passfee Company at the person of Conservery wells Said bridge shall be constructed at such eight (8) feet. times and in such manner as will not interfere with Northern Company in the operation of its railway.

but army the later for a court of our hand

2. The Connell Company assumes, and indemnifies and insures the Northern Company against, all loss and damage whatsoever suffered either by the Northern Company or by any other person or corporation, caused or in any way growing out of the construction, maintenance, re-construction, repair or operation of the said structures or either of them, provided that each party shall bear all loss caused by its own employes or trains.

3. In case any claim for damage is made against the Northern Company, which damage the Connell Company has assumed under the provisions of this contract, the Northern Company may give notice to the Connell Company of the claim or the pendency of suit there-

to the Connell Company of the claim or the pendency of suit therefor, and thereafter the Connell Company may handle the compromise
of such claim, or the defense of any action brought thereon in
the name of the Northern Company, but at its own sole cost and

expense.

4. The Connell Company shall maintain the said structure in such a state of repair that the operation of the Northern Company will in no way be obstructed, inconvenienced or rendered dangerous. If, at any time, it shall reasonably appear to the Northern Company that said structure is, or likely to become, dangerous, the Northern Company shall notify the Connell Company in writing to make such repairs as will obviate the danger. In case the Connell Company fails to make such repairs as will make the said structure safe or remove any obstruction to operation within fifteen (15) days after receiving said notice, then the Northern Company shall have the right to proceed to make the repairs.

E. The grants, covenants and stipulations hereof shall be extended to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective officers thereunto

duly authorized on the day and year first above written, and in duplicate originals. GREAT NORTHERN RAILWAY COMPANY, President. Attest: Assistant Secretary. CONNELL NORTHERN RAILWAY COMPANY, President. Attest: Secretary. Signed, sealed and delivered in the presence of:

