



Northern Pacific Railway Company.
Engineering Department Records.

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N. P. 1018
6-24

NORTHERN PACIFIC RAILWAY CO.

St. Paul, Minn., December 9, 1953 m

GEN'L STOREKEEPER'S REQ. NO.

DIVISION

SHEET

A. F. E. COMPTROLLER'S

ED 1707

TO THE PURCHASING AGENT

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED

TO **M. L. Frederick, Division Roadmaster**

AT

Wheeler, Washington

SUPPLIES WILL BE FURNISHED ONLY UPON THE WRITTEN REQUISITION OF THE HEADS OF DEPARTMENTS, AND THE OFFICER MAKING THE REQUISITION MUST STATE FULLY AND MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED. IF THIS IS NOT DONE THE REQUISITION MUST BE RETURNED FOR THE INFORMATION.

ITEM NO.	QUANTITY	DESCRIPTION OF ARTICLES	ESTIMATED COST	DELIVERY REQUIRED (DAYS)	FOR WHAT PURPOSE ORDERED	ON HAND AND DUE
1.	12250	pcs #3 SW cross ties bored for 100# RE rail DELIVERY TO BE AS CALLED FOR BY THE SUPERINTENDENT. cc: GLS MLF MEN JTD JAY JFA SHB PH AJL-3			Construction of trackage to serve Sec. 13, Moses Lake	

APPROVED

Chief Engineer

W. L. Smith
System Engineer of Track

(SIGN HERE)

(TITLE)

FOR THE PRESIDENT

GENERAL STOREKEEPER

N. P. 1019
6-24

NORTHERN PACIFIC RAILWAY CO.

GEN'L STOREKEEPER'S REQ. NO.

ED 1706

DIVISION

SHEET

St. Paul, Minn., December 9, 1953 m

TO THE PURCHASING AGENT,

F. E. COMPTROLLER'S

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED

TO M. L. Frederick, Division Roadmaster

AT

Wheeler, Washington

SUPPLIES WILL BE FURNISHED ONLY UPON THE WRITTEN REQUISITION OF THE HEADS OF DEPARTMENTS, AND THE OFFICER MAKING THE REQUISITION MUST STATE FULLY AND MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED. IF THIS IS NOT DONE THE REQUISITION MUST BE RETURNED FOR THE INFORMATION

ITEM NO.	QUANTITY	DESCRIPTION OF ARTICLES	ESTIMATED COST	DELIVERY REQUIRED (DAYS)	FOR WHAT PURPOSE ORDERED	ON HAND AND - 100
1.	880	lin ft 3rd-A 100# RE rail -- .05 Use through turnouts			Construction of trackage to serve Sec. 13, Moses Lake	
2.	44000	lin ft 3rd-C 100# RE rail 4.17 T.M.				
3.	132	" 3rd-B 90# "				
4.	1180	pr reformed 100# angle bars				
5.	4	pr 100#/90# Compr. Jts., 2 R and 2 L				
6.	4	pr 90#/72# " 2 R and 2 L				
7.	4800	pcs 100# track bolts, 1-1/16" x 6-7/16"				
8.	4800	" nut locks for 1-1/16" bolts				
9.	24500	" 100# tie plates, 7-1/2" x 10-7/8"				
10.	600	" track spikes, 5/8" x 6"				
11.	49000	" " " 9/16" x 5-1/2"				
12.	1	#9 SR 100# RE frog, RH				
13.	2	#9 SR 100# RE " LH				
14.	3	16.5 ft. 100# RE Sp. Sws. Comp. - Non-insulated				
15.	3	pr 100# RE guard rails complete				
16.	3	H. B. Sw. stands				
17.	3	Sw. lamps				
18.	3	Sw. locks				
19.	12	gal. crater compound				
		DELIVERY TO BE AS CALLED FOR BY THE SUPERINTENDENT.				
		cc: GLS MLF MEN JTD JAY JFA SHB FH				

APPROVED

Chief Engineer

System Engineer of Track

(Date: 11/19/54)

(Title)

FOR THE PRESIDENT

GENERAL STOREKEEPER



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

Seattle, Washington
February 23, 1954

J A YOUNG
SPOKANE

YOUR LETTER OF THE 19TH ABOUT HANDLING IRRIGATION WATER AT LOCATION WHERE GRADING WAS DONE NEAR TURNOUT FOR SECTION 13. ADVISE WHAT THE

COST WOULD BE TO RESTORE IRRIGATION DITCH TO ITS ORIGINAL LOCATION WHERE DITCH HAS BEEN DISTURBED. NO ADDITIONAL WORK TOWARDS CONSTRUCTION OF SPUR SHOULD BE DONE THAT WOULD IN ANY WAY CONFLICT WITH

RESTRAINING ORDER. D-92

cc: HRP

J T DERSIG

File: 717-1

Re: Wheeler - Trackage to serve Sec. 13





N. P. 1386
12-24

TELEGRAM—BE BRIEF

CONFIRMATION

TIME FILED

M.

St. Paul, Minn.
February 11, 1954

~~Mr.~~ J. T. Derrig
Seattle.

D 79 Air Mailed you today. G-111

H R PETERSON

N. P. K. S. PAUL
TELEGRAPH OFFICE

1954 FEB 11 PM 3 52

21
RAP
Np49CF O SEATTLE 11 146P

H R PETERSON STP

PLEASE FURNISH ME AIR MAIL TWO PRINTS OF CONDENSED PROFILE
WASHINGTON CENTRAL AND CONNELL BRANCH SHEET 54 THESE PRINTS DESIRED
BY LAW DEPARTMENT IN CONNECTION WITH STOPPAGE OF WORK SECTION 13
NEAR WHEELER D 79

J T DERRIG..

U. S. GOVERNMENT

RECEIVED

Dec 1st

DA FOR DELIVERY IN CONNECTION WITH SIGNATURE OF SOME SECTION 72
AMERICAN GOVERNMENT AND COMMITTEE WHICH SHEET BY THESE WHICH DESIGNED
WYATT LAMMER AND A. N. AND WHICH OF COMPEDED WHOLLY

U. S. GOVERNMENT

RECEIVED

mpes Marbace

DEC 1 1954
FEB
1954

St. Paul, Minnesota
February 5, 1954

Mr. A. M. Gottschald:

With my letter, December 29, 1953, I sent you for filing executed agreement dated December 1, 1953 with Carbon Brothers, Spokane, covering gradings for trackage to serve Section 13 at Wheeler, Washington.

I am now attaching for filing with this contract, the following policies covering PL and PD insurance called for in the contract which have been approved by Law Department.

Fidelity and Casualty Co. Policy No. S. 35098
Duplicate of Lloyd's of London, Policy No. L 39435
and Renewal Policy No. L 42109
Duplicate of Fidelity and Casualty Co. Policy No. SPL 38278
and Policy No. SPL 43970

THG:jh
Enc.

Chief Engineer



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul, Feb 5, 1954

J T Derrig - Seattle

B-60 It is necessary to figure on using 100-lb rail as we do not have sufficient 85 or 90 pound rail available stop. As we are in process of relaying the WC branch to replace 72-lb. rail we are not agreeable to using such light weight rail in spur to Sec. 13.

P-52

H R Peterson



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

Seattle, Washington
February 2, 1954

MAILGRAM

H. R. PETERSON,
ST. PAUL, MINNESOTA

MY WIRE D-51 ATTACHED, TO MR. JAHN, MR. EASTMAN DESIRED TO SHOW THAT WE ARE NOT USING ANY EXPENSIVE TYPE CONSTRUCTION FOR THIS SPUR AND THAT THE 100 # WEIGHT OF RAIL CONTEMPLATED IN ESTIMATE WAS ONLY WEIGHT OF RAIL AVAILABLE. IN EVENT YOU WILL HAVE 90 OR 72 # RAIL AVAILABLE FOR CONSTRUCTION OF THIS SPUR, THEN I ASSUME YOU MAY WISH TO USE A LIGHTER RAIL. PLEASE ADVISE WEIGHT OF RAIL THAT WILL BE AVAILABLE, ANTICIPATING THAT THE TRACK WORK WILL BE DONE EARLY THIS SPRING. D-60

J. T. DERRIG ✓





N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

W. H. JAHN,
ST. PAUL, MINNESOTA

Seattle, Washington
February 2, 1954

PLEASE LET ME HAVE ESTIMATE BASED ON USING BOTH 72 # RAIL AND 90 # RAIL IN CONNECTION WITH MOSES LAKE SPUR. YOUR ORIGINAL ESTIMATE WAS BASED ON USING 100 # RAIL AS THAT

WEIGHT OF RAIL WAS ONLY TYPE AVAILABLE WHEN ESTIMATE WAS PREPARED. MR. EASTMAN WISHED TO SHOW THAT WE WERE NOT USING EXPENSIVE TYPE CONSTRUCTION FOR THIS SPUR BUT RATHER

USING NORMAL CONSTRUCTION AND THE SAME CLASS OF TRACK CONSTRUCTION THAT WE WOULD USE FOR ANY OTHER INDUSTRY. IF 90 # OR 72 # RAIL IS NOT AVAILABLE WHEN THIS TRACK IS CONSTRUCTED

THE ALTERNATE ESTIMATES WILL BE OF LITTLE USE EXCEPT AS INFORMATION FOR THE LAW DEPARTMENT. D-51
cc: HRP (By mail)

J T DERRIG

File: 717-1
Moses Lake Spur

St. Paul, Minnesota

February 4, 1954

Mr. H. B. Krengel:

Herewith Insurance (Certificate) (Policy) of the

Companies listed in Mr. Derrig's letter attached furnished by

Carbon Bros. W. 3430 Cook St. Spokane 21, Wash. in connection
(Contractor)

with contract with this Company dated Dec. 1, 1953.

Contractual endorsement is attached. Amounts of coverage are

as per contract or in excess thereof.

If correct, kindly initial and return.

Contract also attached.

Chief Engineer

Attch.

Saint Paul, February 3, 1954

A i r m a i l

MR. J. T. BERTIG:

Referring to your letter of January 29, file 717-1, requesting certain information in connection with the hearing, account temporary injunction by the Milwaukee, stopping construction of spur track to serve Section 13 out of WHEELER:

Mr. Jahn has developed the information requested. Attached are two copies of his letter of February 2, supplying information requested in your items 1-7 inclusive.

Four copies each of Board of Directors motion, authorized April 14, 1909; Executive Committee motion authorized October 12, 1908; Executive Committee motion authorized May 29, 1908, are also attached, as referred to by Mr. Jahn.

Four copies of Mr. Jahn's estimate of February 2, showing breakdown of the estimate for track work, as requested in your item 6, is also attached.

Four copies of Connell Northern Ry. Co. corporate history are also attached, as referred to by Mr. Jahn.

Please note Mr. Jahn's comments in connection with your item 7 and reference to 90-lb rail in the present branch line track at Wheeler, whereas the rail is actually 72-lb.

p/s

att.

St. Paul, Minnesota
February 2, 1954

Mr. H. R. Peterson:

Referring to Mr. Derrig's letter of January 29th requesting information in connection with the construction of spur track to Section 13 in the vicinity of Moses Lake, Washington.

The information desired is furnished below in the same order and numbered to conform with Mr. Derrig's letter.

1. Date the Connell Branch Line was located in vicinity of Wheeler.

Answer. The location survey of the ten mile stretch in the vicinity of Wheeler was commenced September 27, 1908 as per Map of Location approved by Connell Northern Railway Company, St. Paul Drafting Room Vault File 119-35.

2. Date the Connell Line construction at this location was authorized.

Answer: Enclosed are five copies each of three resolutions by the Board of Directors concerning this matter. The work was performed by the Northern Pacific Railway Company under A.F.E. 843-09, authorized November 9, 1909.

3. Date contract for the grading work, vicinity of Wheeler was authorized.

Answer: The grading of the line was done by Coughren, Winters & Smith Company under contract dated June 7, 1909, Asst. Sec'y. Document 4681.

A contract was entered into with Siems & Company, Asst. Sec'y. Document 4695, dated June 2, 1909, to oversee and superintend for the company the construction of the line.

Final grading at the site of Wheeler was completed May, 1910.

4. Date the track was put in operation, vicinity of Wheeler.

Answer: Track steel in the vicinity of Wheeler was laid between May 24, 1910 and May 30, 1910. The branch line was turned over to operation November 1, 1910. Some commercial freight was handled on the line in September, 1910.

5. The estimated cost of constructing the trackage to serve Section 13 near Moses Lake as proposed in AFE 742-53 on basis

February 2, 1954

of prices prevailing in 1925 is as follows:

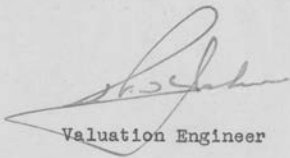
New Work	-	\$94,740
Operating Expense-		545
Total		<u>\$95,285</u>
Less Salvage		200
Net Amount		<u>\$95,085</u>

6. The breakdown of figures mentioned in this paragraph is as shown on the five copies of statement being sent you herewith. The figures mentioned in Mr. Derrig's letter did not include the turnouts for the track layout proposed. However, these are shown separately on the AFE estimate.

7. The estimated cost of the work covered by AFE 742-53 using 90# rail in turnouts instead of 100# material would be \$2165 less than the AFE estimate. Using 72# rail and turnouts instead of 100# material would be \$15,825 less than the A.F.E. estimate. The reason for the large deduction using 72# material is due in part to the use of all #3 ties, whereas with 90# and 100# rail #3 and #4 ties were estimated. There is, of course, considerable difference in the cost of track connection material, tie plates, etc. Estimates for both 90# and 72# rail are furnished in compliance with Mr. Derrig's letter and subsequent wire request.

Enclosed also are five copies of the corporate history which was prepared under the provisions of Interstate Commerce Commission Valuation Order #20 in connection with the basic valuation.

I am returning herewith Mr. Derrig's letter and attached file.


Valuation Engineer

WHJ:K
Att.

OFFICE OF
CHIEF ENGINEER
FEB
2
1954
NOR. PAC. RY.
ST. PAUL, MINN.

NORTHERN PACIFIC RAILWAY COMPANY

EXECUTIVE COMMITTEE

October 12, 1908

On motion, it was

RESOLVED; That the construction of a railroad between Connell and Adrian, Washington, a distance of about 70 miles be and hereby is authorized.

NORTHERN PACIFIC RAILWAY COMPANY

DIRECTORS' 117th MEETING

April 14, 1909

On motion, the following resolutions were unanimously adopted:

BE IT RESOLVED by the Board of Directors of the Northern Pacific Railway Company that a branch line of railroad be constructed from Connell, Washington, a point about 15 miles northeast of Pasco on the main line of the Northern Pacific Railway thence in a northerly direction to Adrian, Washington, the terminus of the Washington Central Railway, a distance of about 70 miles; also a branch from the station of Tokio, Washington about 8 miles north of Ritzville, Washington, on the main line of the Northern Pacific Railway Company, thence in a westerly direction about 35 miles to a connection with the aforesaid line from Connell to Adrian.

RESOLVED FURTHER, that the President of this Company is hereby authorized and directed to cause such lines to be surveyed and located, to acquire the right of way therefor and all lands necessary or convenient to the operation thereof, either by purchase or condemnation, and to construct and put in operation the said railways.

NORTHERN PACIFIC RAILWAY COMPANY

EXECUTIVE COMMITTEE

May 29, 1908

On motion, it was

RESOLVED: That the President be authorized and instructed to arrange for the location and construction of two roads, one from Adrian to Connell, Washington and the other from Pasco, Washington, northerly along the Columbia River valley; and he is further authorized to arrange for the incorporation of local companies for handling such lines.

C O P Y

CONNELL NORTHERN RAILWAY COMPANY

Chart No. 129
Place No. 113
Map No. 88

1. Incorporation

A.S. Doc.
5322

Incorporated under the general laws of the State of Washington.

Articles are dated May 29, 1909, and were filed with the Secretary of State June 1, 1909.

Organization effected June 2, 1909.

2. Construction and Purchases

L.A. File
140

This Company did no actual construction, but the N.P. Ry. Co. constructed for account of this company the following lines:

	<u>From</u>	<u>To</u>	<u>Miles</u>	<u>Date</u>
Main Line	Connell, Wash.	Adco, Wash	60.95	June 5, 1909 to Nov. 1, 1910
Br. Line	Bassett Jctn., Wash.	Schrag, Wash.	12.54	Aug. 14, 1909 to July 1910

This company purchased a complete right of way for a branch line from Schrag to Ritzville, Washington, 24.6 miles, which was graded Oct. 1909 to May 1910, but rail has not yet been laid.

This company also purchased some right of way for a branch line from Bassett Jctn. to Ellensburg, Wash. but the quantity of this is insignificant.

3. Operation

L.A.File
140

The lines were operated by the N.P.Ry. Co. without a formal contract, as follows:

	<u>From</u>	<u>To</u>	<u>Miles</u>	<u>Date</u>
Main Line	Connell	Adco	60.95	Nov.1,1910 to June 25,1914
Br. Line	Bassett Jctn.	Schrag	12.54	Nov.1,1910 to June 25,1914

4. Present Status of Corporation

L.A.File
140

The name of this corporation was stricken from the records of the State of Washington July 1, 1917 for failure to pay annual license fees.

The records are in the custody of Mr. M. P. Martin, Comptroller of the Northwestern Improvement Company, N.P. Ry. General Offices, Tacoma, Washington.

5. Chain of Title

	<u>From</u>	<u>To</u>	<u>Date</u>	<u>Form of Transfer</u>
A.S.Doc. 7941	O.N.Ry.Co.	N.P.Ry.Co.	June 25,1914	Deed

NORTHERN PACIFIC RAILWAY COMPANY

Detail of estimated cost of constructing spur track
(less turnout) to Section 13, near Moses Lake,
Washington, as included in estimate for AFE 742-53.

Construct 21737 ft. of 100# track

Material

11847 pc. Treated Cross Ties	31,395
43474 lin. ft. 100# 3rd. Cl. Rail 647 G.Ton	12,940
1130 Pr. 100# S.H. Angle bars	4,305
4520 Pc. 100# Bolts with Nut Locks	1,535
150 Kegs spikes	2,225
23694 Pc. 100# S.H. Tie Plates	11,905
Store expense on track fastenings	1,995
6520 Cu.Yd. Pitrun Gravel Ballast	3,260

Labor:

Handle Rail, 347 Tons	970	
Lay, line and surface track	23,900	
Place tie plates	780	
Haul and unload ballast	2,610	
Place ballast	<u>9,780</u>	
	38,040	<u>69,560</u>

Office of Valuation Engineer
St. Paul, Minnesota
February 2, 1954

Seattle, Washington
February 1, 1954

717-1
Contract #1155

Mr. H. R. Petersen:

Wheeler - Insurance covering
grading for trackage to serve
Section #13

Referring to your letter of January 14 with which you returned to me with copy of Mr. Krengel's letter of January 12 Fidelity and Casualty Company of New York Policy No. SPL-43970 and Certificate of Insurance issued by Rathbone, King and Seeley for Policy No. L-42109 in connection with contract dated December 1, 1953 with Carben Bros. covering grading for trackage near Wheeler, Washington:

As requested, additional endorsements have been obtained and attached to the above-mentioned policy and Certificate of Insurance correcting date of contract from November 30, 1953 to December 1, 1953.

The policy and Certificate of Insurance as initialed approved by Mr. R. J. Crosby are enclosed herewith.


Assistant Chief Engineer

RSG:dl
Encls.

WH plan - RAS
Pls furnish - pfd ltrly.

Seattle, Washington
January 29, 1954

717-1

[Handwritten signature]
2/2

____ D. H. SHOEMAKER
____ P. R. GIBSON
____ J. D. WORTHING
____ W. R. BJORKLUND
____ G. E. EBERG
____ S. W. LAW
____ G. L. SMITH
____ H. M. SCHUDLACH
____ S. M. KNIGHT
____ E. H. SAHN
____ L. B. CURTIS
____ R. A. BRIDGEMAN

Mr. H. R. Peterson:

Wheeler - Trackage to serve Sec. 13

At a meeting in Mr. Eastman's office this morning in connection with the temporary injunction stopping grading work on spur track leading to Section 13, Mr. Eastman indicated he desires to have the following information:

- ✓ 1. Date the Connell Branch Line was located in vicinity of Wheeler.
- ✓ 2. Date the Connell Line construction at this location was authorized.
- ✓ 3. Date contract for the grading work, vicinity of Wheeler was authorized.

✓ 4. Date the track was put in operation, vicinity of Wheeler.

5. Mr. Eastman also indicated that he would like to have a lump sum estimate of the cost of construction of spur track now under consideration, assuming that the track was constructed in 1925 and prices prevailing at that time. It would seem that this information could be furnished in lump sum figure by using the I.C.C. factor of grading and track construction cost of the year 1925 as compared with the 1953 prices.

6. Mr. Eastman also desires to have a breakdown of the estimate for the track work as included in the AFE estimate, totalling \$38,040 for labor, Material \$65,960; Total \$104,000. The AFE estimate is made up on basis of using 100 pound rail.

7. Mr. Eastman also wishes to be advised as to the estimated cost of constructing the spur track as shown on AFE sketch providing for use of 90 pound rail throughout. In other words, rail equivalent to that which we now have in our main line track at Wheeler.

Mr. H. R. Peterson

- 2 -

January 29, 1954

I assume that Mr. Jahn has these detailed figures readily available for the breakdown of the cost of the track work and I will thank you to let me have the above information as promptly as possible.


Assistant Chief Engineer

JTD:jo

OFFICE OF
DIRECTOR
FEB
1954
NOT RECORDED
ST. PAUL, MINN.

P. RY. ST. PAUL
TELEGRAPH OFFICE
1954 JAN 29 PM 5 56

NP99CF EB SEATTLE 29 340P

H R PETERSON STP

MR EASTMAN HAS REQUESTED MR WALTER ADAMS' SERVICES AS ENGINEERING WITNESS FOR HEARING ON INJUNCTION CASE LEADING TO SECTION 13 MOSES LAKE ARRANGING TO HAVE ADAMS ACCOMPANY MOORE AND STAPLETON TO WHEELER LEAVING SEATTLE ON NO 2 MONDAY NIGHT FOR WHEELER ALSO ARRANGING TO HAVE TITUS WHO RAN OUT ORIGINAL ALIGNMENT MEET ADAMS AND MOORE AT RITZVILLE AND ACCOMPANY THEM TO MOSES LAKE ADAMS WILL ARRANGE TO GET PHOTOGRAPHS ALONG THE TOWNSITE AND OTHER FEATURES AS DESIRED BY EASTMAN AND BE PREPARED TO TESTIFY AT THE HEARING

D-46

J T DERRIG.

10774

Seattle, Washington
January 25, 1954

717-1
Cont. #1155

Mr. H. R. Peterson:

Wheeler, Wn: Trackage to serve Section 13

I am forwarding, through the District Accountant, Voucher #6 - my number 12, in favor of Carbon Bros., covering physical work performed in the grading of spur track to Section 13 to date.

I am also attaching copy of Mr. Young's letter of January 21st with reference to items included in this voucher, which is self-explanatory.

JTD:ld
Encl.


Assistant Chief Engineer

cc: FH



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Spokane, Washington
January 21, 1954

Mr. J. T. Derrig:

Herewith estimate Form 107 and voucher to Carbon Bros. for work performed on spur track at Wheeler to serve Section 13. This covers the grading work done to and including January 8th, when the work was shut down account of the temporary injunction.

Carbon Bros., in addition to the present work, had unloaded and distributed the following corrugated metal pipe on the proposed spur track:

120 Lin. Ft. of 48" CMP

32 Lin. Ft. of 24" CMP

42 Lin. Ft. of 18" CMP

We have not included any cost for handling of this metal pipe, which has not yet been placed, and I have so advised Carbon Bros. over the phone, which is satisfactory to them at the present time.

These costs have been made up strictly according to the contract prices and any adjustments which may have to be made later on will be taken care of at that time.

The Contractor did no work after January 8th as that was the date we had the information to close down the work.

(Signed) J. A. YOUNG

District Engineer

JAY:lcb

Encs.

cc-Carbon Bros.

Mr. W. D. O'Hearne

10774

St. Paul, Minnesota
January 25, 1954

- Mr. H. R. Peterson, Chief Engr., St. Paul, Minn.
- Mr. J. T. Derrig, Asst. Chief Engr., Seattle, Wash.
- Mr. J. A. Young, Dist. Engr., Spokane, Wash.
- Mr. J. T. Moore, WMIP, Seattle, Washington
- Mr. E. A. Gallagher, Asst. Tax Comm'r., Seattle, Wash.
- Mr. G. L. Slorah, Supt., Spokane, Washington

On December 11, 1953, I sent you Right of Way Change Memorandum No. 169 covering Deed No. 189, Adrian to Connell, relative to easement to N. P. Ry. Co. from J. T. Trullinger, as guardian of Arthur J. Wilder, a minor, across a portion of Farm Unit No. 51 in the SW $\frac{1}{4}$, Section 7, T.19N., R.29E., W.M.

Condition #3 of this easement recites as follows: "The Grantee will make the necessary settlement with the tenant of Farm Union 51, Loyd K. Goehri, in regard to crop damage or any other damage occasioned by the construction of the railway across said Farm Unit.

Attached is copy of release dated September 10, 1953, from Loyd K. Goehri and wife discharging the N. P. Ry. Co. of any or all damages arising out of the construction of the railway across these premises.

This easement has been given Deed No. 189-E, Adrian to Connell.

Handwritten signature/initials

DEA:lb
Enc.

St. Paul
General Manager
Industrial Properties

T.R.B.
Noted
a.74B
1/26/54

RAC
001-10

RECEIVED
JAN 10 1955

TO: DIRECTOR, FBI
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]
RE: [REDACTED]

On January 7, 1955, [REDACTED] advised that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City.

[REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City.

[REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City.

[REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City. [REDACTED] stated that [REDACTED] had been contacted by [REDACTED] who had offered [REDACTED] a position with [REDACTED] in New York City.

1

RECEIVED
JAN 10 1955

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of three thousand eight hundred and fifty (\$3,860.00) DOLLARS to me in hand paid by the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, the receipt whereof is hereby acknowledged, We, LOYD K. GOEHRI and Alice Louanna GOEHRI, his wife, of Moses Lake, Washington, have released, acquitted and discharged, and by these presents do release, acquit and forever discharge, the said Northern Pacific Railway Company, their successors and assigns, of and from all cause, or causes of action, costs, charges, claims or demands of whatsoever nature, in any manner arising or growing out of the construction, operation and maintenance of a railway across the following described premises:

A tract or strip of land 80 feet in width, being 80 feet wide on each side of the center line of that certain railway track which is to be located and constructed upon, over and across Farm Unit 51 in Irrigation Block 41 of the Columbia Basin Project, according to the official plat of said Block 41 filed in the office of the Grant County Auditor on April 11, 1951 and recorded in Book 1 of Columbia Basin Project Plate, at Page 6, in the plat records of said county.

IN WITNESS WHEREOF, We have executed these presents this 10th day of September, 1953.

Lloyd K. Goehri
Alice Louanna Goehri

STATE OF WASHINGTON)
County of Grant) ss

On this day personally appeared before me LOYD K. GOEHRI and Alice Louanna GOEHRI, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of September, 1953.

M. H. Wilson
Notary Public in and for the State
of Washington, residing at
Seattle in said State.



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

Mr. J. T. Derrig
Seattle

St. Paul, Minnesota
January 18, 1954

G-17. Krengel's letter in mail today. G-181.

H. R. PETERSON
Chief Engineer

N.P. RY. ST. PAUL
TELEGRAPH OFFICE

1954 JAN 18 PM 12 00

NP32CF NI SEATTLE 18 945A

H R PETERSON STP

YOUR LETTER 14TH RETURNING INSURANCE PAPERS COVERING CARBON BROS.
GRADING FOR TRACKAGE WHEELER. COPY MR KRENGELS LETTER NOT
ATTACHED. PLEASE FORWARD. G-17

J T DERRIG..

Y I BERNIC**

WILKINSON* OFFICE ENGINEER* C-7A

CRUISING FOR INVESTIGATION* COAST OF ALABAMA* FELLER NO. 1

ALABAMA FELLER* TWIN MILL* INVESTIGATION* INVESTIGATION* COASTING* COASTING* BUREAU

W. B. WILKINSON

WILKINSON* OFFICE ENGINEER* C-7A



OFFICE

1954 JAN 18 PM 6 22



NP123CF EB SEATTLE 18 406P

H R PETERSON STP

S-181 INSTRUCTED YOUNG UNDER DATE OF JANUARY 15TH TO ADVISE CARBON
THAT RAILWAY COMPANY HAVE NO OBJECTIONS TO REMOVING TEMPORARILY THE
REMAINING EQUIPMENT SECTION 13 WHEELER THIS SHOULD AVOID ANY CLAIM
FOR RENTALS SHOULD THE CONTRACTOR ELECT TO LEAVE THE EQUIPMENT AT THAT
LOCATION D-27

J T DERRIG.

7 1 DENNIS

LOCATION D-51

FOR SERVICE SHOULD THE COMBINATION BEETLE TO BEHAVE AND EQUIPMENT AT INSTANT
BEHAVING BEHAVING SECTION 12 ANOTHER THIS SHORT WOULD THE GIVE
THEY BEHAVING COMPANY HAVE NO BEHAVING TO BEHAVING BEHAVING THE
2-121 INSTALLED UNDER DUE OF BEHAVING 1211 TO BEHAVE BEHAVING
H. H. BEHAVING 211

BEHAVING BE SERVICE IS 0000

OFFICE OF
ENGINEER
JAN
19
1954
NDR, PAC, PY
ST. PAUL, MINN.

100 100 100 100 100



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St. Paul, Minn. Jan. 18, 1954 3 30

J. T. DERRIG SEATTLE

Relet Jan. 14 equipment re trackage to serve Sec. 13. STOP Presume you have advised Contractor he can move D7 caterpillar and patrol grader as advised

in my message P123. STOP According to Young's letter Jan. 13 this will leave remaining at Wheeler merely one scraper. S181.

H. R. PETERSON

DHS:e



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul, January 18, 1954

J T Derrig - Seattle

D-25 Payment should be made for all physical work progressed stop. I do not understand your reference as to allowance for delay or rent of equipment. P-181

H R Peterson

N.P. RY. ST. PAUL
TELEGRAPH OFFICE

1954 JAN 15 PM 6 24

NP108CF EB SEATTLE 15 406P

H R PETERSON STP

YOUR LETTER OF 13TH SUGGESTING SUBMITTING VOUCHER TO CONTRACTOR FROM
WORK COMPLETED TO DATE ON SPUR TO SECTION 13 WHEELER PLEASE CONFIRM
IF VOUCHER SHOULD BE MADE UP ONLY FOR PHYSICAL WORK COMPLETED TO DATE
AND WITHOUT MAKING ALLOWANCE FOR ANY DELAY OR RENT OF EQUIPMENT AT THIS
TIME D-25

J T DERRIG.

T. J. DUNNICK

LINE D-52

AND ATTACHED DRAWING ATTACHED FOR THE DATA ON EACH OF THE DRAWINGS AT THE
IN ARCHES SHOULD BE MADE BY THE DATA FOR EACH OF THE ARCHES TO BE
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H. E. NELSON

RECEIVED RE REVISED 12 1954



Seattle, Washington
January 14, 1954

717-1

Mr. H. R. Peterson:

Wheeler - Proposed trackage to serve
Section 13

Your wire P-123 in reference to permitting Carbon Brothers to move some of their equipment from Wheeler.

I will advise Mr. Young to permit Carbon Brothers to move portion of the equipment recently shipped to Wheeler to Richland, Washington for temporary use. Copy of Mr. Young's letter January 13th, listing the equipment that has been moved and the contractor's equipment now on hand at Wheeler is attached.

Please advise if you see any objections to the moving of the D-7 Caterpillar and Patrol Grader which the contractor now has on hand at Wheeler to some other location temporarily.

JTD:jo


Assistant Chief Engineer

1. The first step is to determine the scope of the project.

2. The second step is to determine the resources available for the project.

3. The third step is to determine the timeline for the project.

4. The fourth step is to determine the risks associated with the project.

5. The fifth step is to determine the communication plan for the project.

6. The sixth step is to determine the budget for the project.

7. The seventh step is to determine the roles and responsibilities for the project.

8. The eighth step is to determine the monitoring and evaluation plan for the project.

9. The ninth step is to determine the reporting structure for the project.

10. The tenth step is to determine the exit strategy for the project.

11. The eleventh step is to determine the closure plan for the project.

12. The twelfth step is to determine the lessons learned from the project.

OFFICE OF
CHIEF OF ENGINEER
JAN
1954
NDP PAC. CY.
ST. PAUL, MINN.

Spokane, Washington
January 13, 1954

Mr. J. T. Derrig:

Your mailgram January 12, 1954, File 717-1.

Carbon Brothers have moved the following equipment from Wheeler to Richland, Washington, via highway:

2 Units - DW 20 Earth Movers

1 TD-24

1 Pickup Truck

Equipment still at Wheeler:

1 - D-7 Caterpillar with 12 to 15 cu.yds. Scraper

1 - #12 Patrol grader.

(Signed) J. A. YOUNG
District Engineer

JAY:leb

OFFICE OF
ASST. CHIEF ENGR.
JAN 14 1954
N. P. RY. CO.
SEATTLE, WASH.

421

W. W. J.

Saint Paul, January 14, 1954

~~MR. W. W. JUBSEN:~~

IN TURN

~~MR. M. L. COUNTRYMAN, JR.~~

NOTED

W.W.J. ☒

U.S. ☒

F.L.S. ☒

H.A.P. ☐

J.L.L. ☐

Attached are newspaper clippings from the Tuesday, January 5, issue of the COLUMBIA BASIN HERALD at Moses Lake, pertaining to the temporary injunction effected by the Milwaukee Railroad:

The editorial indicates favorable public reaction to the Northern Pacific contemplated construction.

H.R. Peterson

p/s

att.

*Noted
W. W. J.
H. S.*

NORTHERN PACIFIC RY. CO.

JAN 14 1954

OFFICE OF VICE PRESIDENT
OPERATING DEPARTMENT

MILWAUKEE PROTESTS

NP ACTION

Charging unfair competition, the Chicago, Milwaukee, St. Paul & Pacific railroad company has asked a federal court to stop the Northern Pacific Railway company from building a spur line from Wheeler to Moses Lake.

The Milwaukee filed its complaint last Wednesday, Dec. 30, in federal district court at Tacoma. It asks the court to issue an injunction halting Northern Pacific's track construction program.

MURPHY BROS. of Spokane, contractors on grading the roadbed from a point north of Wheeler to the near the old city dump property, meanwhile went on working Monday. The contractors began work a week ago.

It was expected the court would schedule a hearing on the complaint early this week.

The Milwaukee road charged its court action that the construction is adjacent and tributary to the territory now served by the Milwaukee and if completed would constitute unfair competition.

THE COMPLAINT also claims that a certificate of convenience and necessity for the extension was denied Northern Pacific by the interstate commerce commission.

The Milwaukee, of course, is going to leave no legal stone unturned in its battle to keep out competition. It has filed a complaint in federal court at Tacoma asking that an injunction be issued stopping the NP from building the spur. The thing quite possibly will wind up with another full-dress ICC hearing. Though the Milwaukee may lose its case this time, it can stall the NP long enough to give itself at least one more exclusive season in Moses Lake.

It is The Herald's hope that the Northern Pacific is successful in its move to give Moses Lake its second rail service. We are past the point of hoping that the Milwaukee will cease its senseless protests every time the threat of competition appears. It seems to be general policy among railroads to stifle competition, regardless how this tactic may affect the community involved.

Moses Lake needs a second direct rail outlet. If there were a third and a fourth nearby, we'd be in favor of them all building into the city. Every rail facility we can get gives our farmers, our processors, our industries, our retail businessmen a wider range of service. The very presence of a second line, in this case, would put the first one on its toes, with better service as a result.

The ICC five years ago denied a request for permission by the NP to build a spur over somewhat the same route. The grounds for the denial given by the ICC then were that the available railroad business was not enough to justify two roads.

At the 1948 hearing before the ICC, held in Spokane, the NP case was supported by testimony from local growers, shippers, the grange, chamber of commerce leaders and city officials.

IT WAS UNDERSTOOD several civic leaders have been alerted by the NP to be ready to help in the new crisis.

The Milwaukee now serves Moses Lake with a spur which connects with its main line at Warden and Othello. The NP has a branch line which passes through Wheeler, four miles east of the city, and it is from this branch that it seeks to tap Moses Lake.

The Milwaukee spur was built from Warden to Moses Lake in 1912. Both roads built spurs to the Utah-Idaho sugar factory when it was built last year.

Editorials

Let's Break This

Railroad Monopoly

THE MILWAUKEE RAILROAD, which has enjoyed exclusive entree to Moses Lake for more than 40 years, still will fight to the last ditch to preserve its monopoly.

Five years ago the Milwaukee successfully beat off an attempt by the Northern Pacific to build a spur into Moses Lake from its branch line which runs through Wheeler, four miles east of the city. Though the NP got practically unanimous local support from produce growers and shippers, the grange, chamber of commerce leaders and city officials, the interstate commerce commission turned thumbs down. The reason given then by the ICC was that Moses Lake did not have enough railroad business to support two lines.

Now the NP wants in again, claiming it has agricultural processing and other industrial firms interested in building plants on land the railroad owns just east of the city limits if rail service can be provided. It has let a contract for grading and laying track and work was started last week.

Free trade is one of the major factors which has made this country great. Oddly enough, the very government which is charged by law with maintaining our free enterprise system provides the regulatory machinery which makes railroad monopoly possible.

One needs go no further than the city limits of Moses Lake to see the results of competition, or the lack of it. There is no government agency which allots a certain number of grocery stores to a town, so we have several, all good ones and all apparently doing quite well. We don't see any of our various service stations going broke, and more are planned. The railroads themselves are profiting directly from the number of fine produce warehouses and shipping organizations springing up in the Moses Lake area. There is no government lid on packing houses.

Yet our one direct railroad, by virtue of squatter's rights, seeks to have the federal government, which is supposed to represent the people, prevent competition from rearing its ugly head in Moses Lake. For our part, bring on your competition—we love it!

Tuesday, January 5, 1954

10774

St. Paul, Minnesota
January 14, 1954

Mr. J. T. Derrig:

I am attaching copy of a letter from Mr. Krengel under date of January 12 in regard to PL and PD insurance furnished with your letter, December 29, in connection with contract dated December 1, 1953, with Carbon Brothers covering gradings for trackage at Wheeler, Washington.

The following policies have been held here:

Fidelity and Casualty Company of New York Policy No. SPL 38278
Certificate of Insurance issued by Rathbone King & Seeley No. L-39435
Fidelity and Casualty Company of New York Policy S 35098

The following are returned for correction, in accordance with Mr. Krengel's letter.

Fidelity and Casualty Co. of New York Policy No. SPL 43970
Certificate of Insurance issued by Rathbone King & Seeley No. L-42109

Will you kindly arrange.

Chief Engineer

TRG: jh
Enc.

Saint Paul, January 13, 1954

MR. J. T. DERRIG:

Referring to your letter of January 11, file 717-1, about industrial spur track out of WHEELER to serve Sec. 13:

This is to confirm my wire yesterday advising you that the contractor should be permitted to move his equipment from the job site in view of the temporary injunction granted by the Court.

I do not agree with your suggestion that the contract be closed out at this time. I think that we should defer such action until such time as additional information is available as to the dates that will be set by the Court for final hearings.

In the mean time you will undoubtedly wish to issue voucher No. 1 to cover payment to the contractor for work progressed and completed to date.

P/S

St. Paul, Minn., January 12, 1954

Subject: (2540)

Mr. H. R. Peterson:

Herewith returned are the insurance policies which accompanied your letter of January 8. Said insurance policies are intended to comply with the requirements appearing on Page 8 of the contract entered into with Carbon Bros. covering the grading for trackage to serve Section No. 13 near Wheeler, Washington.

For the reasons stated in Mr. Crosby's letter of December 28, the Fidelity & Casualty Company of New York Policy No. SPL-38278 and the Certificate of Insurance issued by Rathbone, King & Seeley, No. L-39435, have not been reviewed.

The Fidelity & Casualty Company of New York Policy No. S 35098 has been initialed approved.

The Certificate of Insurance issued by Rathbone, King & Seeley, No. L 42109, and the Fidelity & Casualty Company of New York Policy No. SPL-43970 have not been approved for the reason that in each instrument reference is made to a contract between the Northern Pacific Railway Company and Carbon Bros. dated November 30, 1953. The contract which accompanied your letter of January 8 is a contract with Carbon Bros. dated December 1, 1953. Endorsement No. 2 attached to Certificate No. L 42109 and the Contractual Liability Endorsement attached to Policy No. SPL-43970 should each be corrected to reflect the correct date of the contract, following which the Certificate and Policy will be approved.

K:c
Enc.

L.B. Kungel





N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

Seattle, Washington
January 12, 1954

~~J. A. YOUNG,~~
~~SPOKANE, WASHINGTON~~

Y-124. OKAY TO LET CARBON MOVE SOME OF THEIR EQUIPMENT FROM WHEELER TO WORK ON A SHORT JOB NEAR PASCO. ARRANGE TO HAVE EQUIPMENT CONSIGNED NORTHERN PACIFIC YOUR CARE FOR CARBON BROS. EQUIPMENT SHOULD NOT BE RETURNED TO WHEELER FOR WORK ON SECTION 13 UNTIL FURTHER ADVISED. D-21

J. T. DERRIG

File: 717-1
Wheeler: Trackage to Serve Sec. 13

cc: HRP - Understand this equipment to be used temporarily for about 3 or 4 weeks work. Undoubtedly will have decision from our Law Dept. following preliminary hearing now scheduled for Feb. 15th when Carbon will wish to return equipment.

JTD

OFFICE OF
ENGINEER
CHIEF
JAN
18
1954
NOR. PAC. RY
ST. PAUL, MINN.



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St Paul, Jan. 12, 1954

J T Derrig - Seattle

Urairlet Jan. 11th about release of contractor's equipment at Wheeler. Confirming our telephone talk the contractor should be permitted to divert equipment to other jobs when not in use at Wheeler. Otherwise we would have to pay rental cost while standing by.

Presume you agree. P-123

H R Peterson

Spokane, Washington
January 11, 1954

Mr. H. R. Peterson:

Attached is a copy of the Columbia Basin Herald, published at Moses Lake, Washington, of January 5, 1954. Please note the write-up on the Milwaukee protest to the N.P. spur from Wheeler. Also note the editorial comment on Page 12 in regard to the Moses Lake reaction to the Milwaukee's action.

Also on the first page please note that 29 contractors have taken out plans for the new hospital to be built at Moses Lake. This indicates that the competition on building work is increasing somewhat over that which has been experienced in the past.



District Engineer



JAY:lcb
Encl.

10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 8

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Seattle, Washington
January 11, 1953

717-1

AIR MAIL

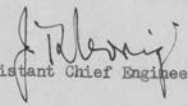
Mr. H. R. Peterson:

Wheeler - Trackage to serve Section 13

Confirming my wire D-18, January 8th, I am now attaching duplicate copies of Mr. Eastman's letter January 8th, together with duplicate copies of temporary injunction, sheets 1 to 3, also duplicate copies sheets 1 and 2 of bond in the amount of \$50,000, filed with the Clerk of United States District Court.

You will note Mr. Eastman states this case is set for hearing on the merits for February 15th. It would seem quite obvious that this case may be appealed by either party, accordingly, I think it advisable that we arrange to release contractor's equipment now on the job as he advises that he can use it to advantage at other locations and arrange to reach an agreement with him as to the closing out of the contract on the basis of the expenditures now incurred or deferring the contract for an indefinite time, say for period of one year, in order that the work may be completed during the normal irrigating season.

Carbon Bros. has just phoned Mr. Young that he desires to have two caterpillars and grader to use at Pasco for use in about ten days. I will thank you to please wire me tomorrow how this matter should be handled as it is desired to hold down contractor's expense as much as possible pending final adjustment of the work completed.


Assistant Chief Engineer

JTD:jo



Seattle, Washington
January 8, 1954

Mr. J. T. Derrig:

RE: C.M.St.P. & P.R.R. Co. v. N.P. Ry. Co.
Civil No. 1781

Confirming my verbal advice to you today:

At about 2:35 p.m. Mr. Sharp, of the Milwaukee, advised me that the Court had entered an Order enjoining and restraining further construction work in connection with our proposed trackage into Section 13 and that the required surety bond for \$50,000 had been filed with the Clerk. Accordingly, I advised you to promptly notify the contractor and instruct him to discontinue the work at once. I understand that you plan to call him on the telephone and confirm such instructions by Western Union wire.

For your information copies of the temporary injunction and injunction bond filed by the Milwaukee are enclosed.

The Court has tentatively set the case for hearing on the merits for February 15th. In the meantime, of course, and until the matter is finally determined, construction of the track

DHE:c
encl.

(Signed) Dean H. Eastman

COPY.

COPY

IN THE DISTRICT COURT OF THE UNITED STATES
WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY, a
Wisconsin corporation,

Plaintiff,

v.

NORTHERN PACIFIC RAILWAY COMPANY,
a Wisconsin corporation,

Defendant.

NO. 1761

ORDER GRANTING
PRELIMINARY
INJUNCTION

BE IT REMEMBERED That this matter came duly and
regularly on for hearing in Open Court before the undersigned
on the 4th day of January, 1954, upon the motion of the
plaintiff herein for a preliminary injunction. The plaintiff
was represented in Court by its attorney, Mr. B. E. Lutterman,
and the defendant was represented in Court by its attorneys,
Messrs Dean H. Eastman and Roscoe Krier; and the Court having
read the verified complaint of the plaintiff on file herein
the affidavits in support of the plaintiff's motion for pre-
liminary injunction herein which were attached thereto, and
the affidavits of the defendant on file herein in opposition
thereto; and it appearing therefrom that the Court has
jurisdiction of the parties and the subject-matter of this
proceeding, that the plaintiff and defendant are common
carriers by railroad duly authorized to do and doing business
in the State of Washington in the transportation of persons
and property in interstate and intrastate commerce, and as
such are subject to the provisions of Part I of the Interstate
Commerce Act, Title 49 U.S.C.A., §§ 1 to 27, inclusive, and
that portions of the plaintiff's line of railroad extends
northerly through Grant County, Washington, to the City of

1 Moses Lake, which city is located in Sections 14, 15, 16, 21,
2 22, 23, 27, 28 and 33, all in Township 19 North, Range 28
3 East, Willamette Meridian; and that the defendant proposes
4 and has undertaken to construct a railroad track connecting
5 with its existing line of railroad near its station of
6 Wheeler, in Section 16, Township 19 North, Range 29 East,
7 Willamette Meridian, and extending from that point in a
8 westerly direction through Sections 9, 8, 7 and 18 in said
9 Township 19 North, Range 29 East, Willamette Meridian, and
10 into Section 13, Township 19 North, Range 28 East, Willamette
11 Meridian, and terminating at a point approximately one-half
12 mile from the City Limits of said City of Moses Lake, and
13 that the defendant has awarded a contract for the grading and
14 construction of such track, and that said contractor has
15 already commenced performance of the contract with respect
16 to such grading work; that the construction and operation by
17 the defendant of such track would entail the expenditure by
18 the defendant of a substantial sum of money; that the said
19 defendant has not applied for nor received a certificate of
20 public convenience and necessity from the Interstate Commerce
21 Commission for the construction or operation of said track,
22 and that unless restrained the said defendant will continue
23 with the construction of said track without having first
24 obtained from the said Interstate Commerce Commission a certi-
25 ficate that the present and future public convenience and
26 necessity require or will require the construction and opera-
27 tion thereof pursuant to the provisions of Section 1(18) of
28 said Interstate Commerce Act; and it further appearing that
29 such construction without first obtaining such certificate
30

1 might be in violation of the provisions of said Interstate
2 Commerce Act, and that such construction should be enjoined
3 and restrained, pending the determination of such issue at
4 the hearing upon the merits of this proceeding.

5 NOW, THEREFORE, IT IS HEREBY ORDERED That the
6 defendant Northern Pacific Railway Company be and it is
7 hereby restrained and enjoined pending the hearing on the
8 merits of this proceeding from undertaking or proceeding
9 further with the construction of said new railroad track
10 connecting with its existing line near the station of Wheeler,
11 in Section 16, Township 19 North, Range 29 East, Willamette
12 Meridian, Grant County, Washington, and thence extending in
13 a westerly direction through Sections 9, 8, 7 and 18 in said
14 Township 19 North, Range 29 East, Willamette Meridian, and
15 into Section 13 of Township 19 North, Range 28 East, Willa-
16 mette Meridian.

17 IT IS FURTHER ORDERED That this order shall not become
18 effective until the plaintiff shall have filed a bond or other
19 security in the sum of \$50,000.00 for the payment of such
20 costs and damages as may be incurred or suffered by the
21 defendant if it is found to have been wrongfully enjoined or
22 restrained.

23 DATED this ____ day of _____, 1954.

24 Approved as to form: _____

J U D G E

25 _____
26 Of Attorneys for Plaintiff

27 Approved as to form: _____

28 _____
29 Of Attorneys for Defendant

OFFICE OF
ASSISTANT CLERK
JAN 11 1954
N. P. R. CO.
SEATTLE, WASH.

IN THE DISTRICT COURT OF THE UNITED STATES
WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY, a
Wisconsin corporation,

Plaintiff,

v.

NORTHERN PACIFIC RAILWAY COMPANY,
a Wisconsin corporation,

Defendant.

NO. 1761

SECURITY BOND FOR PRELIM-
INARY INJUNCTION

KNOW ALL MEN BY THESE PRESENTS, That we, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, the Plaintiff above named, as Principal, and the UNITED PACIFIC INSURANCE COMPANY, a corporation organized under the laws of the State of Washington, and authorized to transact the business of surety in the State of Washington, as Surety, are held and firmly bound unto the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, Defendant in the above-entitled cause, in the sum of FIFTY THOUSAND and NO/100 Dollars (\$50,000.00) to be paid to said Northern Pacific Railway Company, to which payment well and truly to be made we bind ourselves, our successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this ____ day of January, 1954.

WHEREAS, the above named Plaintiff has filed in the above-entitled Court and Cause, its complaint for a permanent injunction and its motion for a preliminary injunction against the above named Defendant, restraining it from constructing certain railroad trackage near Moses Lake in Grant County, Washington; and

WHEREAS the Court has entered its order in the above-entitled Cause dated the ____ day of January, 1954, granting the Plaintiff's said motion for a preliminary injunction; and

WHEREAS, it is a condition of such order that the Plaintiff file a bond or other security in the sum of Fifty Thousand and No/100/(\$50,000.00) for the payment of such costs and damages as may be incurred or suffered by the Defendant if it is found to have been wrongfully so enjoined and restrained.

NOW, THEREFORE, if the above bounden Principal shall pay to the said Defendant such costs and damages as may be incurred or suffered by the Defendant if it is found to have been wrongfully so enjoined or restrained, then this obligation

1 to be void; otherwise to remain in full force and effect.

2
3 CHICAGO, MILWAUKEE, ST. PAUL AND
4 PACIFIC RAILROAD COMPANY, a Wis-
consin corporation,

5 By Larry Dugan

6
7 UNITED PACIFIC INSURANCE COM-
PANY,

8 By J. A. Hodson

9 Countersigned:

10 F. W. Miller
11 Resident Agent, Seattle, Wash.

CLERK OF
ASSISTANT CLERK
JAN 11 1954
N. P. RY. CO.
SEATTLE, WASH.

COPY

IN THE DISTRICT COURT OF THE UNITED STATES
WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY, a
Wisconsin corporation,

Plaintiff,

v.

NORTHERN PACIFIC RAILWAY COMPANY,
a Wisconsin corporation,

Defendant.

NO. 1761

ORDER GRANTING
PRELIMINARY
INJUNCTION

BE IT REMEMBERED That this matter came duly and regularly on for hearing in Open Court before the undersigned on the 4th day of January, 1954, upon the motion of the plaintiff herein for a preliminary injunction. The plaintiff was represented in Court by its attorney, Mr. B. E. Lutterman, and the defendant was represented in Court by its attorneys, Messrs Dean H. Eastman and Roscoe Krier; and the Court having read the verified complaint of the plaintiff on file herein, the affidavits in support of the plaintiff's motion for preliminary injunction herein which were attached thereto, and the affidavits of the defendant on file herein in opposition thereto; and it appearing therefrom that the Court has jurisdiction of the parties and the subject-matter of this proceeding, that the plaintiff and defendant are common carriers by railroad duly authorized to do and doing business in the State of Washington in the transportation of persons and property in interstate and intrastate commerce, and as such are subject to the provisions of Part I of the Interstate Commerce Act, Title 49 U.S.C.A., §§ 1 to 27, inclusive, and that portions of the plaintiff's line of railroad extends northerly through Grant County, Washington, to the City of

1 Moses Lake, which city is located in Sections 14, 15, 16, 21,
2 22, 23, 27, 28 and 33, all in Township 19 North, Range 28
3 East, Willamette Meridian; and that the defendant proposes
4 and has undertaken to construct a railroad track connecting
5 with its existing line of railroad near its station of
6 Wheeler, in Section 16, Township 19 North, Range 29 East,
7 Willamette Meridian, and extending from that point in a
8 westerly direction through Sections 9, 8, 7 and 18 in said
9 Township 19 North, Range 29 East, Willamette Meridian, and
10 into Section 13, Township 19 North, Range 28 East, Willamette
11 Meridian, and terminating at a point approximately one-half
12 mile from the City Limits of said City of Moses Lake, and
13 that the defendant has awarded a contract for the grading and
14 construction of such track, and that said contractor has
15 already commenced performance of the contract with respect
16 to such grading work; that the construction and operation by
17 the defendant of such track would entail the expenditure by
18 the defendant of a substantial sum of money; that the said
19 defendant has not applied for nor received a certificate of
20 public convenience and necessity from the Interstate Commerce
21 Commission for the construction or operation of said track,
22 and that unless restrained the said defendant will continue
23 with the construction of said track without having first
24 obtained from the said Interstate Commerce Commission a certi-
25 ficate that the present and future public convenience and
26 necessity require or will require the construction and opera-
27 tion thereof pursuant to the provisions of Section 1(18) of
28 said Interstate Commerce Act; and it further appearing that
29 such construction without first obtaining such certificate
30

1 might be in violation of the provisions of said Interstate
2 Commerce Act, and that such construction should be enjoined
3 and restrained, pending the determination of such issue at
4 the hearing upon the merits of this proceeding.

5 NOW, THEREFORE, IT IS HEREBY ORDERED That the
6 defendant Northern Pacific Railway Company be and it is
7 hereby restrained and enjoined pending the hearing on the
8 merits of this proceeding from undertaking or proceeding
9 further with the construction of said new railroad track
10 connecting with its existing line near the station of Wheeler,
11 in Section 16, Township 19 North, Range 29 East, Willamette
12 Meridian, Grant County, Washington, and thence extending in
13 a westerly direction through Sections 9, 8, 7 and 18 in said
14 Township 19 North, Range 29 East, Willamette Meridian, and
15 into Section 13 of Township 19 North, Range 28 East, Willa-
16 mette Meridian.
17

18 IT IS FURTHER ORDERED That this order shall not become
19 effective until the plaintiff shall have filed a bond or other
20 security in the sum of \$50,000.00 for the payment of such
21 costs and damages as may be incurred or suffered by the
22 defendant if it is found to have been wrongfully enjoined or
23 restrained.
24

25 DATED this ____ day of _____, 1954.

26 Approved as to form:

J U D G E

27
28 Of Attorneys for Plaintiff

29 Approved as to form:

30 Of Attorneys for Defendant

OFFICE OF
ASST. CLERK EMER.
JAN 11 1954
N. P. RY. CO.
SEATTLE, WASH.

IN THE DISTRICT COURT OF THE UNITED STATES
WESTERN DISTRICT OF WASHINGTON
SOUTHERN DIVISION

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY, a
Wisconsin corporation,

Plaintiff,

v.

NORTHERN PACIFIC RAILWAY COMPANY,
a Wisconsin corporation,

Defendant.

NO. 1761

SECURITY BOND FOR PRELIM-
INARY INJUNCTION

KNOW ALL MEN BY THESE PRESENTS, That we, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, the Plaintiff above named, as Principal, and the UNITED PACIFIC INSURANCE COMPANY, a corporation organized under the laws of the State of Washington, and authorized to transact the business of surety in the State of Washington, as Surety, are held and firmly bound unto the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, Defendant in the above-entitled cause, in the sum of FIFTY THOUSAND and NO/100 Dollars (\$50,000.00) to be paid to said Northern Pacific Railway Company, to which payment well and truly to be made we bind ourselves, our successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this ____ day of January, 1954.

WHEREAS, the above named Plaintiff has filed in the above-entitled Court and Cause, its complaint for a permanent injunction and its motion for a preliminary injunction against the above named Defendant, restraining it from constructing certain railroad trackage near Moses Lake in Grant County, Washington; and

WHEREAS the Court has entered its order in the above-entitled Cause dated the ____ day of January, 1954, granting the Plaintiff's said motion for a preliminary injunction; and

WHEREAS, it is a condition of such order that the Plaintiff file a bond or other security in the sum of Fifty Thousand and No/100-(\$50,000.00) for the payment of such costs and damages as may be incurred or suffered by the Defendant if it is found to have been wrongfully so enjoined and restrained.

NOW, THEREFORE, if the above bounden Principal shall pay to the said Defendant such costs and damages as may be incurred or suffered by the Defendant if it is found to have been wrongfully so enjoined or restrained, then this obligation

1 to be void; otherwise to remain in full force and effect.

2 CHICAGO, MILWAUKEE, ST. PAUL AND
3 PACIFIC RAILROAD COMPANY, a Wis-
consin corporation,
4

5 By Larry Dugan

6 UNITED PACIFIC INSURANCE COM-
7 PANY,
8

9 By J. A. Hodson

10 Countersigned:

11 E. M. Miller
12 Resident Agent, Seattle, Wash.
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Saint Paul, January 11, 1954

MR. W. W. JUDSON:

Referring to recent correspondence about award of contract to Carbon Bros. for grading for industrial spur track out of WHEELER to Section 19, on the Washington Central Branch:

For your information the Milwaukee Railroad filed a complaint on Wednesday, December 30, in federal court at Tacoma, requesting stoppage of our proposed construction.

The Court issued a temporary injunction on Friday, January 8 for stopping work at which time the Milwaukee posted bond of \$50,000 which was required by our attorneys.

The contractor also was notified last Friday to stop work at once.

P/s

| DOMESTIC SERVICE | |
|---|--------------|
| Check the class of service desired; otherwise this message will be sent as a full rate telegram | |
| FULL RATE TELEGRAM | SERIAL |
| DAY LETTER | NIGHT LETTER |

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

| INTERNATIONAL SERVICE | |
|--|--------------|
| Check the class of service desired; otherwise this message will be sent at the full rate | |
| FULL RATE | DEFERRED |
| CODE | NIGHT LETTER |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|----------------------|--------------|----------|----------------------------------|------------|
| | | | NORTHERN PACIFIC RAILWAY COMPANY | |
| | | | ACCOUNT OF A BACKSHEET | |

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

Seattle, Washington
January 8, 1954

CARBON BROS.
NO. 3430 CORK STREET
SPokane, WASHINGTON

FEDERAL COURT HAS ISSUED TEMPORARY INJUNCTION TO STOP GRADING WORK ON SPUR
TRACK LEADING TO SECTION 13 NEAR MOSES LAKE. ARRANGE TO STOP WORK AT ONCE.

J T DERRIG
ASSISTANT CHIEF ENGINEER
NORTHERN PACIFIC RAILWAY CO.

cc: DHE
HRP
JAY
JFA

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 ~~repeated message rate is charged in addition.~~ Unless otherwise indicated on its face, this is an ~~unrepeated message~~ and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the ~~unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.~~

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and (unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.

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

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company, within two miles of any such main or branch office of the Company; in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

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

6. The Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Company, (a) within sixty days after the message is filed with the Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States and a point on the one hand and a point in Alaska, Canada, Labrador, Mexico, Newfoundland and St. Pierre & Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or on the air, (b) within 90 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing.

1-49

CLASSES OF SERVICE

DOMESTIC SERVICES

FULL RATE TELEGRAM

A full rate expedited service.

DAY LETTER (DL)

A deferred service at lower than the full rate.

SERIAL (SER)

Messages sent in sections during the same day.

NIGHT LETTER (NL)

Accepted up to 2 A. M. for delivery not earlier than the following morning at rates substantially lower than the full rate telegram or day letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The standard fast service at full rates. May be written in any language that can be expressed in Roman letters, or in cipher.

CODE (CDE)

A fast message service consisting of code words not exceeding 5 letters each. Minimum charge for 5 words applies.

DEFERRED (LC)

Plain language messages, subordinated to full rate and code messages. Minimum charge for 5 words applies.

NIGHT LETTER (NLT)

Overnight plain language messages. Minimum charge for 25 words applies.

N.P. RY. ST. PAUL
TELEGRAPH OFFICE

1954 JAN 8 PM 5 26

NP114 CF EB SEATTLE 8 312P

H R PETERSON STP

MR EASTMAN ADVISES MILWAUKEE HAVE POSTED \$50,000 BOND AND COURT
HAS ISSUED TEMPORARY INJUNCTION STOPPING WORK ON SPUR TRACK LEADING TO
SECTION 13 HAVE REQUESTED MR YOUNG TO SEE THAT WORK IS STOPPED
IMMEDIATELY ALSO ADVISING CARBON BROTHERS BY TELEPHONE AND WESTERN UNION
TO STOP WORK AT ONCE D-18 ORIG HRP CPY JAY

J T DERRIG.

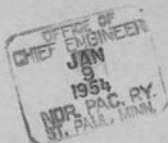
"I DEBIE"


TO 6100 FROM AT ONCE 2-18 0812 NBL CBY TAY

IMMEDIATELY AFTER RECEIVING CANNON BOMBING BY TELEPHONE AND TELEVISION
REPORTS 21 NEW TANKS OF 2000 LB WEIGHTS WERE ON 2000 TON TRUCKS
OF 2000 TON TRUCKS WERE ON 2000 TON TRUCKS WERE ON 2000 TON TRUCKS
WERE ON 2000 TON TRUCKS WERE ON 2000 TON TRUCKS WERE ON 2000 TON TRUCKS

THESE WERE THE

THESE WERE THE





N P. RT. ST. PAUL
TELEGRAPH OFFICE

1954 JAN 8 PM 3 36

NP78CF 0 SEATTLE 8 115P

H R PETERSON STP

HAVE FOLLOWING WIRE FROM YOUNG DATE QUOTE WHEELER SPUR TRACK
CONTRACTOR MOVED TWO ADDITIONAL 12 TO 15 YARD EARTH MOVERS ONTO
WORK JAN 7 TOTAL OF ONE PATROL GRADER ONE DOZER AND THREE EARTH
MOVERS NOW ON JOB CONTRACTOR ALSO PLACING CULVERT PIPE A 81
UNQUOTE G SIX

J T DERRIG.

1 J BESSIC*

RECEIVED C SIX

NOTES FOR ON TOP CONSTRUCTION VARIOUS ENGINEERING CONTRACTS WITH A SET
WORK THAT A TOTAL OF ONE HUNDRED SEVEN ONE DOLLAR AND THREE EIGHTY
CONSTRUCTION NOTES TWO ADDITIONAL IS TO BE ADDED EIGHTY EIGHT TWO
THAT FORTY-ONE NINE FROM FORTY-ONE DOLLAR SEVEN SEVEN TWO SEVEN

M B BELLERSON SIX

RECEIVED O SEVENTEEN SIX



10774

St. Paul, Minnesota

Jan. 8, 1954

Mr. H. B. Krengel:

Herewith Insurance (Certificate) (Policy) of the

~~Companies listed in Mr. Derrig's letter attached~~ furnished by

~~Carbon Bros. N. 3430 Cook St. Spokane 21, Wash.~~ in connection
(Contractor)

with contract with this Company dated ~~Dec. 1, 1953~~


Contractual endorsement is attached. Amounts of coverage are
as per contract or in excess thereof.

If correct, kindly initial and return.

Contract also attached.

Chief Engineer

Atch.



N P RT. S. AUL
TELEGRAPH OFFICE

1954 JAN 7 PM 4 07

NP79CF O SEATTLE 7 155P

H R PETERSON STP

YOUNG ADVISES CULVERT PIPE ON HAND WHEELER HAS BEEN UNLOADED AT
SITE OF WORK CONTRACTOR NOW HAS ABOUT 2500 YARDS OF GRADING
COMPLETED AND ONE 48 INCH CULVERT IN PLACE CONTRACTOR HAS
ADDITIONAL EQUIPMENT ENROUTE TO JOB D 15

J T DERRIG.

21 DECEMBER

ADDITIONAL EQUIPMENT INCREASE TO TOP D 12
COMPLETED AND ONE 48 INCH COFALIN IN BRACE CONSTRUCTION HAS
SIZE OF ROCK CONSTRUCTION HAS HAS ABOUT 2200. AROUND OF CEILING
ADDITIONAL COFALIN BUILT ON ROAD BRACKET HAS BEEN UNFOUNDED AT
H E BRACKET 21b

RECEIVED 12 JAN 1954



Saint Paul, January 7, 1954

MR. J. T. DERRIG:

Referring to your letter of the 5th, file 717-1 about minor changes to development plan for Dec. 13 near MOSES LAKE:

Your letter was turned over to Mr. Skooglund. He now advises that the plans have been corrected in regard to width of alley and county road.

Your suggestion for revising AFE sketch has been discussed with the Valuation Department and we agreed that there is no necessity for it.

Work will be carried out in accordance with other plans.

Your completion report will cover work as constructed. The suggested change in title of maps, as referred to in your fourth paragraph has been discussed with Mr. Thames. We are merely adding the word "near" to the title so as to make it read "Near Moses Lake". This is considered satisfactory for all the purposes involved.

p/s

Jan. 6, 1953

H. R. Peterson

With reference to Mr. Derrig's letter of Jan 5 - Mores Lake development Section 13.

Plans have been corrected regarding width of alley and county road.


Mr. Derrig in third paragraph of his letter suggests revising AFE prints so as to show moving of track in Sec. 13

100' westerly. I discussed this with Mr. Welby Smith of Valuation Dept. and he suggests that AFE sketches be left as is without revising, as this is merely an AFE sketch and need not cover work as actually constructed.

With reference to Mr. Derrig's suggestion to change name from Mores Lake to near Wheeler. I discussed this with Mr. Thamer and he suggests the only change we make on the plans is to include the word "near" with the title of Mores Lake. Plans have been so changed.

R. A. Skooglund

CHESTER
JAN
6
1954
NOR. PAC. DIV.
ST. PAUL, MINN.



W.P. HY. S. PAUL
TELEGRAPH OFFICE

1954 JAN 6 PM 6 23

NP103CF EB MSEATTLE 6 334P

H R PETERSON STP

WE ARE PROCEEDING WITH GRADING WORK TO SECTION 13 UNDER NORMAL PROCEDURE
AS WE HAVE NO ASSURANCE THAT BOND WILL BE POSTED BY THE MILWAUKEE
CONTRACTOR SHIPPING SOME ADDITIONAL EQUIPMENT WHICH SHOULD BE ON THE
JOB WITHIN THE NEXT DAY OR TWO ORIG HRP CPY JAY D-12

J T DERRIG.

•SINCE 7 1

THEY WERE THE ONLY ONE WHO WAS CALLED IN

THEY WERE THE ONLY ONE WHO WAS CALLED IN
THEY WERE THE ONLY ONE WHO WAS CALLED IN
THEY WERE THE ONLY ONE WHO WAS CALLED IN
THEY WERE THE ONLY ONE WHO WAS CALLED IN

THEY WERE THE ONLY ONE WHO WAS CALLED IN

THEY WERE THE ONLY ONE WHO WAS CALLED IN



Seattle, Washington
January 5, 1954

717-1

PERSONAL

Mr. H. R. Peterson:

Wheeler - Proposed development
of Section 13

Your letter of December 29th transmitting transparency of revised map for trackage development Section 13, near Moses Lake moving the townsite 100' further west.

This map does not show the width of the alley between the lots as platted. I assume that measurement is 45' and I have corrected my transparency accordingly. I would also suggest you show on the original tracing the location of the County Road on the south side of this development. This road was formerly designated State Highway PSH #18, U.S. #10. It is my suggestion, however, that the present identification of the road be designated only "County Road".

There are so many prints out with the location as originally shown on the map it is my further suggestion that the AFE sketch also be revised and that revised prints be furnished to the holders of the AFE's. In order to avoid the possibility of prints of the old sketch getting into other parties' hands, I suggest that our officers be advised that all old prints showing development at this location be destroyed and that map dated your office December 18, 1953, revised December 28, 1953 be considered the official map for this sub-division.

Your attention is also called to the fact that the map is titled Moses Lake, Washington. Location of this sub-division is not within the City Limits of Moses Lake and in view of the existing controversy about the development of this property, you may consider it advisable to change the designation of the location Moses Lake to read "Near Wheeler", if it is not the intention to annex this property to the city of Moses Lake.

This undoubtedly will be an appropriate question for our Law Department to determine in connection with pending litigation.

Mr. H. R. Peterson

- 2 -

January 5, 1954

I have not forwarded copies of this letter to other parties as I would like to have your approval of the questions I have raised in this letter before forwarding copies of this revised map to Mr. Moore and Division officers.

In the meantime I have advised Mr. Young that the plotting of the townsite has been moved 100' further west of the site originally suggested.


Assistant Chief Engineer

JTD:jo

MEMORANDUM FOR THE RECORD
SUBJECT: [Illegible]

1. [Illegible]
2. [Illegible]
3. [Illegible]

4. [Illegible]
5. [Illegible]
6. [Illegible]

7. [Illegible]
8. [Illegible]
9. [Illegible]

10. [Illegible]
11. [Illegible]
12. [Illegible]

13. [Illegible]
14. [Illegible]
15. [Illegible]

16. [Illegible]
17. [Illegible]
18. [Illegible]

OFFICE OF
CHIEF ENGINEER
JAN
6
1954
NOR. PAC. PY.
ST. PAUL, MINN.

Seattle, Washington
January 5, 1954

717-1
Cent. #1155

Mr. H. R. PETERSON;

Wheeler (nr): Grading for trackage to serve
Section 13

In accordance with request contained in your wire G-5-1
of even date, I am attaching to you, herewith, copy of
contract dated December 1st, 1953, with Carben Bros. cover-
ing the above mentioned work.

RSG:ld
Encl.


Assistant Chief Engineer

100-100000

100-100000

The first meeting was held on January 12, 1954, at the home of Mrs. J. H. Smith, 100-100000. The meeting was held in the living room of the house. The first meeting was held in the living room of the house. The first meeting was held in the living room of the house.

Section 12

100-100000

100-100000

100-100000

100-100000





N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

Mr. J. T. Derrig
Seattle, Washington

St. Paul, Minnesota
January 5, 1954

Please send me copy contract December 31st, 1953
Carbon Bros. grading Moses Lake. G-5-1.

Chief Engineer

NP86CF EB SEATTLE 5 301P

H R PETERSON STP

N. R. H. J. PAUL
TELEGRAPH OFFICE

MR KRIER ADVISED ME BY TELEPHONE THAT FEDERAL COURT TACOMA HAVE INDICATED THAT TEMPORARY INJUNCTION WOULD BE GRANTED AS REQUESTED BY THE MILWAUKEE FOR STOPPINGWORK SECTION 13 PROVIDING MILWAUKEE POST \$50,000 BOND FOR PROTECTION OF NORTHERN PACIFIC PENDING FORMAL DECISION OF COURT MILWAUKEE ATTORNEY HAS INDICATED TO COURT BOND WILL BE PROVIDED BUT IT WILL TAKE SEVERAL DAYS FOR FORMAL PRESENTATION ONF BOND ARE PROCEEDING WITH GRADING WORK AS THERE IS SOME QUESTION AS TO WHETHER BOND WILL BE FINALLY SUBMITTED BY THE MILWAUKEE D-6

J T DERRIG.



N. P. 9398
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St. Paul, Minn.
Dec. 31, 1953

J. T. Derrig
Seattle, Wash.

G-165 In mail today. G-311

H. R. Peterson

N.P. RY. ST. PAUL
TELEGRAPH OFFICE

1953 DEC 31 PM 2 39



MR. Koogler
NP18CF 0 SEATTLE 31 1020A

H R PETERSON STP

PLEASE SEND ME NEGATIVE OF SKETCH AS REVISED YOUR OFFICE DECEMBER
3 IDAHO ED 103-53 TRACKAGE TO WHEELER G 165

J T DERRIG.

10774 717-1

Seattle Journal of Commerce
December 31, 1953


Road Protests N. P. Extension

The Chicago, Milwaukee, St. Paul & Pacific Railroad Co. yesterday filed a complaint in federal court at Tacoma against the Northern Pacific Railway Co., asking that the N. P. be enjoined from continuing construction of track extension in the Columbia Basin near Moses Lake.

~~HP~~
Noted 12/30
JP

OFFICE OF
CHIEF ENGINEER
JAN
4
1954
NOR. PAC. RY.
ST. PAUL, MINN.

RECEIVED JAN 4 1954
NOR. PAC. RY. ST. PAUL, MINN.



N.P. RY. ST. PAUL
TELEGRAPH OFFICE

NP104CF EB SEATTLE 31 307P

H R PETERSON STP

1953 DEC 31 PM 5 19

I AM PREPARING ESTIMATE FOR MR EASTMAN FOR ADDITIONAL COST THAT
WILL ACCRUE TO RAILWAY COMPANY IN THE EVENT INJUNCTION IS
GRANTED THE MILWAUKEE STOPPING GRADING WORK SECTION 13 NEAR
MOSES LAKE THE COST OF DULVERT PIPE DELIVERED TO DATE PLUS
FREIGHT CHARGES TOTALS ABOUT \$7,000 CONTRACTOR'S COST TO DATE
TOTALLING ABOUT \$4,000 WILL SHOW SEPARATE ITEMS OF COST FOR
LOADING OUT AND RETURN OF EQUIPMENT IF WORK IS NOT PROGRESSED
I AM HAVING CONTRACTOR FURNISH BREAKDOWN OF HIS TOTAL EXPENDITURE
OF \$4,000 IT WOULD SEEM THAT WE SHOULD ALSO INCLUDE AN ITEM
FOR CONTRACTORS ANTICIPATED PROFIT WHICH I WOULD ESTIMATE AT
TEN PER CENT OF HIS LUMP SUM BID OR AROUND \$3500 PLEASE
ADVISE IF ANY EXPENSE HAS OCCURRED IN THE ASSEMBLY OF RAIL
AND TIES FOR THIS PROJECT IF SO I WILL INCLUDE COST AS A
SEPARATE ITEM D-734

J T DERRIG..

N.P. RY. ST. PAUL
TELEGRAPH OFFICE

1957 DEC 30 AM 11 46

NP19CF NI SEATTLE 30 924A

H R PETERSON STP

MY WIRE DATE D-728 CARBON BROS. HAVE ONE SUPERINTENDENT ONE
MECHANIC AND FIVE MEN ON GRADING JOB. CREW WILL NOT WORK NEW YEARS
OR OVER SATURDAY AND SUNDAY. ACCORDINGLY THERE WILL BE NO SAVING
IN LABOR IF WORK IS STOPPED BEFORE MONDAY IN THE EVENT TEMPORARY
INJUNCTION IS GRANTED. D-729

J T DERRIG.

OFFICE OF THE

UNITED STATES DEPARTMENT OF JUSTICE

RECEIVED
JAN 10 1953
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

RECEIVED
DEC 20 1953
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

UNITED STATES DEPARTMENT OF JUSTICE

N. P. RY. ST. PAUL
TELEGRAPH OFFICE

1957 DEC 30 AM 10 44

NP14CF NI SEATTLE 30 831A

H R PETERSON STP

P-301 CARBON BROTHERS NOW HAVE TWO CATS AND TWO SCRAPERS AT WHEELER. ONE CAT AND ONE SCRAPER GOT STUCK IN MUDHOLE NEAR STATION 30 DUE TO SOFT GROUND FROM IRRIGATION WATER. CONTRACTOR WILL START ON GRADING WORK TODAY USING BORROW MATERIAL FROM EXCAVATION ALONG WASHINGTON CENTRAL BRANCH CUT 146 PLUS 600. ALL METAL PIPE NOW AT WHEELER. TWO CARLOADS RECEIVED YESTERDAY. EASTMAN ADVISED POSSIBILITY OF TEMPORARY INJUNCTION. EASTMAN WILL CONFIRM TODAY. IF IT IS CERTAIN THAT WORK IS TO BE TEMPORARILY STOPPED SUGGEST WE INSTRUCT CONTRACTOR NOT TO SHIP ANY ADDITIONAL EQUIPMENT UNTIL LEGAL MATTER IS SETTLED. D-728

J T DERRIG..



N. P. 1388
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St Paul, Dec. 30, 1953

J T Derrig - Seattle

I have not received reply from you to my wire P-141 re spur track
Sec. 13 out of Wheeler. Pls advise at once. P-301

H R Peterson

Seattle, Washington
December 29, 1953

717-1
Contract #1155

Mr. H. R. Peterson:

Wheeler (nr): Grading for trackage to serve Section #13

Please be referred to your copy of my letter of December 14th to Mr. Eastman with which I transmitted several insurance policies, for approval if satisfactory, to take care of FI&PD insurance coverage called for in contract dated December 1st, 1953, with Carbon Bros., Spokane, covering the construction of railroad grade and placing of culverts, siphons, etc., for trackage to serve Section 13 near Wheeler, Washington.

I am now attaching copy of Mr. Roger J. Crosby's letter to me of December 28th with which he returned, approved, Fidelity & Casualty Company of New York policy No. SPL-43970 which provides bodily injury coverage, Rathbone, King & Seeley Lloyd's of London policy L 42109, which provides property damage coverage, and Fidelity & Casualty Company of New York policy No. S 35098, which supplements the personal injury coverage by making the Northern Pacific an insured for such coverage. These policies are attached, herewith, for your further handling.

I am also returning Fidelity and Casualty Company's policy SPL-38278 and Rathbone, King & Seeley Lloyd's of London policy No. L-39435, referred to by Mr. Crosby as having expired prior to the date contract work was commenced. These for such disposition as you care to make.

RSG:id
Encl.

cc: JAY
JFA
GLS


Assistant Chief Engineer



Seattle, Washington
December 28, 1953

Mr. J. T. Derrig:

Re: Wheeler (nr) - Grading for trackage
to serve Section #13

I obtained some additional endorsements for the insurance policies forwarded with your letter of December 14, and with such new endorsements the insurance policies covering the period from November 30, 1953, to November 30, 1954, provide the coverage required by Carbon Bros. contract of December 1, 1953. The policies which I am approving are Fidelity & Casualty Company of New York policy No. SPL 43970, which provides bodily injury coverage, Rathbone, King & Seeley Lloyd's of London policy L 42109, which provides property damage coverage, and Fidelity & Casualty Company of New York policy No. S 35098, which supplements the personal injury coverage by making the Northern Pacific an insured for such coverage. As you will note, Endorsement No. 2 to the Lloyd's of London policy makes the Northern Pacific an additional insured for the property damage coverage.

Since Fidelity & Casualty Company policy No. SPL 38278 and Rathbone, King & Seeley Lloyd's of London policy No. L 39435 expired prior to the time work was commenced, I did not obtain new endorsements for those policies and they are being returned herewith along with the three approved policies without comment.

The contract is returned herewith.

(Signed) Roger J. Crosby

RJC/rk

Assistant Western Counsel

encs.

COPY.

Saint Paul, December 29, 1953

MR. J. T. DERRIG:

In accordance with your request of December 23, file 717-1, in connection with proposed development in Sec. 13, out of WHEELER, attached is one print and a transparency of map dated September 18, revised December 28, on which the indicated development area has been relocated 100 feet to the west.

I agree with you that grading for spurs be confined to the one main spur located between the blocks on which numbering has been indicated on the attached plat.

It is my understanding, in accordance with your information, that Mr. Moore is arranging for abandonment of the ditches EL-20V-V1. This change has been reviewed with Mr. Thames and meets with his approval.

p/s

cc-Mr. J. E. Thames

Attached are four prints of plat dated December 18, revised December 28; also small plat dated December 18, revised December 28.

att.

St. Paul, Minnesota
December 29, 1953

Mr. A. M. Gottschald:

Herewith for filing executed agreement dated December 1st, 1953, with Carbon Brothers, Spokane, for grading for trackage to serve Section #13 at Wheeler, Washington, to which is attached original of Mr. Judson's letter to Mr. Macfarlane, December 23, with endorsement thereon authorizing me to execute.

Chief Engineer

TRG:jh

Enc.

cc: Mr. J. T. Derrig

Executed contract attached for delivery to contractor. We have revised Page 4 of contract in connection with our exchange of wires December 21, my, P-212, and your G-157. Eight copies of this revised sheet are attached for your use.

St. Paul, Minn., December 28, 1953.

Mr. H. R. Peterson:

Referring to your letter of December 21 submitting proposed agreement with Carbon Brothers providing for grading and installation of culverts for industrial spur track from Wheeler on the Washington Central Branch to Section No. 13 near Moses Lake, Washington.

Both copies are attached hereto for execution by you, together with my letter dated December 23 to Mr. Macfarlane on which has been endorsed authority for execution by you.

W. W. Gibson.

TRG
to witness & handle
HWP 12/29



Seattle, Washington
December 23, 1953

717-1

RAS
Pls check +
see me
HAR 12/28

Mr. H. R. Peterson:

Wheeler - Proposed development of
Section 13

I am attaching print copy of Mr. Young's letter December 18th together with print of sketch dated September 18th, 1953, revised December 9th showing plotting of blocks in Section 13, near Wheeler.

There is also attached print of cross-section dated December 18th, showing location of irrigation ditch referred to in Mr. Young's letter, together with one print of government plotting of irrigation block 41, sheets number 11A to 14A, inclusive. *Filed Vault 403-2*

You will note the government irrigation lateral occupies the easterly 100' strip of farm unit 71 (East $\frac{1}{2}$ SE Sec. 13) under blanket agreement. In this connection the government have already constructed the ditch along the north line of Farm unit 71 and east line of Farm unit 69. These ditches can be discontinued and Mr. Moore will arrange for some form of release from the government by payment of the construction cost.

I have discussed with Mr. Moore Mr. Young's suggestion of moving the entire plotting of the track layout and block subdivision as shown on your sketch dated September 18th 100' westerly in order to hold the general scheme of the sub-division uniform.

If you concur in views expressed by Mr. Young, Mr. Moore and myself, I will thank you to please arrange to have your tracing of September 15, 1953 revised moving the plotting uniformly 100' west. If this is done I will thank you to please let me have one print and one transparent or tracing of the revised plotting. We will hold up the grading in the south side of Section 13 until I have your revised plan and layout.

4 E.

Mr. H. R. Peterson

- 2 -

December 23, 1953

In this connection, it is my understanding the AFE provides for the grading of the main spur only through blocks 1, 2 and 3. In the event you desire to have the grading done for any future lead or spur I will thank you to confirm what additional grading for future spur tracks is desired at this time. Mr. Moore advises that it is not known for certain at this time just what track arrangement will be required for industries outside of blocks 1, 2 and 3.

I will thank you to kindly let me have revised prints of plotting of this map, moving the entire layout 100' westerly as suggested with as little delay as possible, or advise.

I am forwarding you prints of the sketch referred to in Mr. Young's letter and do not have additional prints of government map for my files, but see no objection to retaining the attached prints in your office as I can obtain additional prints of the government's map if necessary.


Assistant Chief Engineer

JTD:jo

cc: JET
JTM



Spokane, Washington
December 18, 1953

Mr. J. T. Derrig:

Proposed industrial sites, Section 13,
Wheeler, Washington:

On map dated Office of Chief Engineer, St. Paul, September 18, 1953, revised Office of Assistant Chief Engineer, Seattle, December 9, 1953, I have shown the location of U.S.B.R. irrigation lateral EL 20 and the 100' right of way for this ditch.

Also attached is sketch of cross sections dated Office of Division Engineer, Spokane, December 18, 1953. These sections "E" and "C" are of irrigation lateral EL 20.

The location and data as to right of way claimed by the U.S.B.R. is shown on Bureau of Reclamation Map No. 222-116-15A and this ditch is on the east side of Farm Unit #71 - N.P. Ry. Co. tract.

I am enclosing a set of prints, Bureau of Reclamation Drawings No. 222-116-11A, 222-116-12A, 222-116-13A, 222-116-14A and 222-116-15A, which are contiguous to the proposed spur to Section 13.

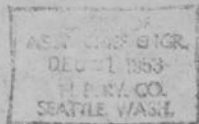
My reason for sending you this information is that I think it will be necessary to rearrange the platting of the industrial subdivisions as shown on the Chief Engineer's drawing of September 18, 1953 by moving everything west 100-feet account of irrigation ditch EL 20.

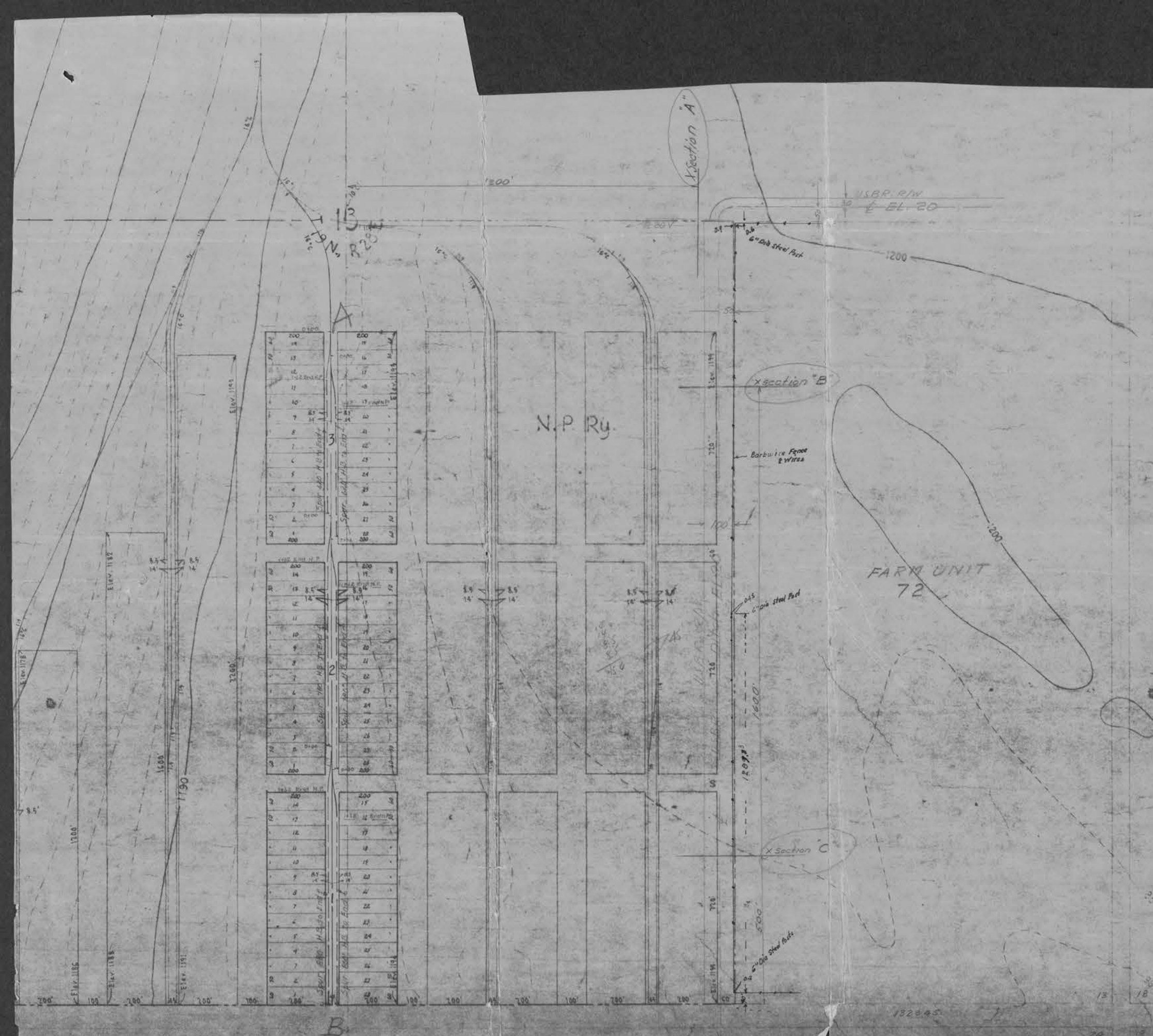
Please advise as I will need this for the main spur through the south half of Section 13.

(Signed) J. A. YOUNG

District Engineer

JAY:leb
Encls.





N.P. Ry.
 Industrial Development
 Section 13
 MOSES LAKE, WASH.
 Scale 1" = 200'
 Office of Chief Engr., St. Paul, Sept. 18, 1953
 Proposed Shown: _____
 Contour Interval - 2'
 Rev'd Office Asst Chief Engr. - Seattle - Dec. 9, 1953

Latest J.D. Jay
 12/15
 H

10/23
DEC 21 1955
Seattle, Washington
December 21, 1955.

Mr. E. B. Stanton:

Referring to Mr. Judson's letter of December 15th, in reply to yours of the 9th, regarding the contract for the construction of grade and trackage into Section 13 near Wheeler:

I am of the view that the standard clause with respect to the stoppage of work contained in the contract with Carbon Brothers, to which Mr. Judson makes reference, affords us ample protection in the event it becomes necessary to discontinue for a period of time the grading and trackage work.

(Signed) DEAN H. EASTMAN

DHE:c

cc-Mr. W. W. Judson

Mr. M. L. Countryman, Jr.

Mr. H. R. Peterson

Mr. J. T. Derrig

DNZ

How
1/14/24

OFFICE OF
CIVIL ENGINEERING
DEC
1953
INDR. CAL. CY
ST. PAUL, MINN.

10774

Saint Paul, December 21, 1953

MR. W. W. JUDSON:

For execution or authority to execute, attached in duplicate is proposed contract dated December 1 with Carton Bros. of Spokane, to cover grading and installation of culverts for industrial spur track to Sec. 13 out of WHEELER, on the Washington Central Branch, Idaho Division.

You will recall that question was raised as to possible suspension of work on this contract account possible interference - as referred to in your letter of December 15.

p/s

att.

Alia Copies
revised Page 4
to Derog when
transmission ecclesia
Contact

PRICES FOR WORK:

The prices to be paid by the Company for the work are as follows, based on attached specifications dated November 5, 1953:

1. Roadway excavation, including haul and placing per cu. yd. \$.30
2. Borrow excavations, incl. haul and placing per cu. yd. \$.30
3. Gravel topping, incl. furnishing, haul, and spreading - per cu. yd. \$ 1.00
4. For placing of culvert and siphon pipes:
 - a. For 48" reinforced concrete pipe, price per lin. ft. \$ 5.00
 - b. For 36" " " " " " " " " \$ 4.00
 - c. For 24" " " " " " " " " \$ 3.00
 - d. For 12" " " " " " " " " \$ 2.00
 - e. For 48" corrugated metal pipe " " " " " \$ 4.00
 - f. For 36" " " " " " " " " \$ 3.00
 - g. For 24" " " " " " " " " \$ 2.00
 - h. For 18" " " " " " " " " \$ 1.50
5. For Class A reinforced concrete:
 - a. Job-mixed (Company to furnish Portland Cement and reinforcing rods). Price per c.y. in place . . . \$ 75.00
 - b. For Ready-mixed concrete: (Contractor to furnish Portland Cement - Railway Company to furnish reinforcing rods only). Price per c.y. in place . . . \$ 70.00
6. Construct right of way fence: per lin. ft. fence . . . \$.30

For Sales Tax purposes:

Items 1, 2 and 3 are not subject to sales tax. It is mutually agreed that the sum of \$1.00 per linear foot represents that portion of the sums of Items 4a, b, c, d, e, f, g, and h, which is charge for placing special fill and bedding for culverts and not subject to sales tax. It is further agreed that the sum of \$1.00 per cubic yard represents that portion of the sums stated under Item 5a and b, which is charge for backfill for concrete and not subject to sales tax.

PRICES FOR WORK:

The prices to be paid by the Company for the work are as follows, based on attached specifications dated November 5, 1953:

| | |
|--|-----------------|
| 1. Roadway excavation, including haul and placing per cu. yd. | \$ <u>.30</u> |
| 2. Borrow excavations, incl. haul and placing per cu. yd. | \$ <u>.30</u> |
| 3. Gravel topping, incl. furnishing, haul, and spreading - per cu. yd. | \$ <u>1.00</u> |
| 4. For placing of culvert and siphon pipes: | |
| a. For 48" reinforced concrete pipe, price per lin. ft. | \$ <u>5.00</u> |
| b. For 36" " " " " " " | \$ <u>4.00</u> |
| c. For 24" " " " " " " | \$ <u>3.00</u> |
| d. For 12" " " " " " " | \$ <u>2.00</u> |
| e. For 48" corrugated metal pipe " " " | \$ <u>4.00</u> |
| f. For 36" " " " " " " | \$ <u>3.00</u> |
| g. For 24" " " " " " " | \$ <u>2.00</u> |
| h. For 18" " " " " " " | \$ <u>1.50</u> |
| 5. For Class A reinforced concrete: | |
| a. Job-mixed (Company to furnish Portland Cement and reinforcing rods). Price per c.y. in place . . . | \$ <u>75.00</u> |
| b. For Ready-mixed concrete: (Contractor to furnish Portland Cement - Railway Company to furnish reinforcing rods only). Price per c.y. in place . . | \$ <u>70.00</u> |
| 6. Construct right of way fence: per lin. ft. fence . . . | \$ <u>.30</u> |

For Sales Tax purposes:

Items 1, 2 and 3 are not subject to sales tax. It is mutually agreed that the sum of \$1.00 per linear foot represents that portion of the sums of Items 4a, b, c, d, e, f, g, and h, which is charge for placing special fill and bedding for culverts and not subject to sales tax. It is further agreed that the sum of \$4.00 per cubic yard represents that portion of the sums stated under Item 5a and b, which is charge for backfill for concrete and not subject to sales tax.

PRICES FOR WORK:

The prices to be paid by the Company for the work are as follows, based on attached specifications dated November 5, 1953:

1. Roadway excavation, including haul and placing
per cu. yd. \$.30
2. Borrow excavations, incl. haul and placing
per cu. yd. \$.30
3. Gravel topping, incl. furnishing, haul, and
spreading - per cu. yd. \$ 1.00
4. For placing of culvert and siphon pipes:
 - a. For 48" reinforced concrete pipe, price per lin. ft. \$ 5.00
 - b. For 36" " " " " " " " " \$ 4.00
 - c. For 24" " " " " " " " " \$ 3.00
 - d. For 12" " " " " " " " " \$ 2.00
 - e. For 48" corrugated metal pipe " " " " \$ 4.00
 - f. For 36" " " " " " " " " \$ 3.00
 - g. For 24" " " " " " " " " \$ 2.00
 - h. For 12" " " " " " " " " \$ 1.50
5. For Class A reinforced concrete:
 - a. Job-mixed (Company to furnish Portland Cement and reinforcing rods). Price per c.y. in place . . . \$ 75.00
 - b. For Ready-mixed concrete: (Contractor to furnish Portland Cement - Railway Company to furnish reinforcing rods only). Price per c.y. in place . . . \$ 70.00
6. Construct right of way fence: per lin. ft. fence . . . \$.30

For Sales Tax purposes:

Items 1, 2 and 3 are not subject to sales tax. It is mutually agreed that the sum of \$1.00 per linear foot represents that portion of the sums of Items 4a, b, c, d, e, f, g, and h, which is charge for placing special fill and bedding for culverts and not subject to sales tax. It is further agreed that the sum of \$4.00 per cubic yard represents that portion of the sums stated under Item 5a and b, which is charge for backfill for concrete and not subject to sales tax.

N. P. RY. ST. PAUL
TELEGRAPH OFFICE

1953 DEC 22 PM 1 00

NP35CF 0 SEATTLE 22 1042A

H R PETERSON STP

P 212 ITEM OF ONE DOLLAR REFERS TO LINEAR FOOT ITEM OF FOUR DOLLARS
REFERS TO UNIT CUBIC YARD G 157

J T DERRIG.

* JENNIE *

THEY TO HAVE BEEN A LOT

THEY TO HAVE BEEN A LOT

THEY TO HAVE BEEN A LOT

THEY TO HAVE BEEN A LOT





N. P. 1388
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St Paul, Dec. 21, 1953

J T Derrig - Seattle

Pls see contracts prepared by you with Carbon Bros. re Sec. 13
Wheeler page four re sales tax. I assume one dollar figure in

second line should refer to quote per linear foot unquote and
also the four dollar figure in fifth line should refer to cubic
yard. Pls confirm and we will revise copies which you sent this
office.

P-212

H R Peterson

St. Paul, Minn.
December 18, 1953.

Mr. J. T. Derrig:

I am enclosing two sets of the following Bridge Dept. plans, with four sets also direct to Mr. Young. These plans are for ordering material and for discussion with the Bureau of Reclamation.

Index 93355 for double 48" RCP siphon at Sta. 129+85.

Index 93356 for 24" RCP siphon at Sta. 102+70.

Index 93362 for 15" RCP siphon at Sta. 102+80.

Index 93363 for 24" RCP siphon at Sta. 44+58.


Each drawing contains a summary of pipe, elbows and gaskets required for that installation. We have insufficient data in this office to determine the pipe requirements for 15" RCP to Farm Unit 53 near Sta. 102+80.

You will note that distribution box as laid out on Index 93362 to conform with Bureau requirements extends 2'-9" beyond the right of way.

C. E. EKBERG
Bridge Engineer.

CEE/es
Encl.

cc: Mr. H. R. Peterson
Mr. J. A. Young



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10774

N.P. RY. ST. PAUL
TELEGRAPH OFFICE

1953 DEC 18 PM 1 12

NP30CF 0 SEATTLE 18 1032A

H R PETERSON STP

P 181 MYERS REQUESTED BIDS FROM 7 CONCRETE PIPE COMPANIES
TWO COMPANIES DID NOT BID AT ALL UNITED CONCRETE PIPE CO MOSES LAKE
PLANT BID ON 8 FOOT LENGTHS FOR 48 INCH PIPE AND 16 FOOT
LENGTHS FOR 24 INCH PIPE WITH DELIVERY AFTER APRIL 1 ALL OTHER
COMPANIES BID ON SHORT LENGTHS FOR 24 INCH SIPHONS ONLY SPOKANE
CONCRETE PIPE CO CAN FURNISH 48 INCH PIPE IN 6 FOOT LENGTHS
APPARENTLY IT IS IMPOSSIBLE TO GET PROPER LENGTHS IN 24 INCH PIPE
SPOKANE CONCRETE PIPE COMPANY BID WAS \$2841 AND UNITED CONCRETE
PIPE CO AT MOSES LAKE BID \$5088 SEE MY LETTER DEC 16 TO EKBERG
FILE H 36

J T DERRIG..

..JUN 17 7

1953 11 20

THEY GO AT NIGHT TWO AND THREE AND FOUR AND FIVE AND SIX AND SEVEN AND EIGHT AND NINE AND TEN AND ELEVEN AND TWELVE AND THIRTEEN AND FOURTEEN AND FIFTEEN AND SIXTEEN AND SEVENTEEN AND EIGHTEEN AND NINETEEN AND TWENTY AND TWENTY ONE AND TWENTY TWO AND TWENTY THREE AND TWENTY FOUR AND TWENTY FIVE AND TWENTY SIX AND TWENTY SEVEN AND TWENTY EIGHT AND TWENTY NINE AND THIRTY AND THIRTY ONE AND THIRTY TWO AND THIRTY THREE AND THIRTY FOUR AND THIRTY FIVE AND THIRTY SIX AND THIRTY SEVEN AND THIRTY EIGHT AND THIRTY NINE AND FORTY AND FORTY ONE AND FORTY TWO AND FORTY THREE AND FORTY FOUR AND FORTY FIVE AND FORTY SIX AND FORTY SEVEN AND FORTY EIGHT AND FORTY NINE AND FIFTY AND FIFTY ONE AND FIFTY TWO AND FIFTY THREE AND FIFTY FOUR AND FIFTY FIVE AND FIFTY SIX AND FIFTY SEVEN AND FIFTY EIGHT AND FIFTY NINE AND SIXTY AND SIXTY ONE AND SIXTY TWO AND SIXTY THREE AND SIXTY FOUR AND SIXTY FIVE AND SIXTY SIX AND SIXTY SEVEN AND SIXTY EIGHT AND SIXTY NINE AND SEVENTY AND SEVENTY ONE AND SEVENTY TWO AND SEVENTY THREE AND SEVENTY FOUR AND SEVENTY FIVE AND SEVENTY SIX AND SEVENTY SEVEN AND SEVENTY EIGHT AND SEVENTY NINE AND EIGHTY AND EIGHTY ONE AND EIGHTY TWO AND EIGHTY THREE AND EIGHTY FOUR AND EIGHTY FIVE AND EIGHTY SIX AND EIGHTY SEVEN AND EIGHTY EIGHT AND EIGHTY NINE AND NINETY AND NINETY ONE AND NINETY TWO AND NINETY THREE AND NINETY FOUR AND NINETY FIVE AND NINETY SIX AND NINETY SEVEN AND NINETY EIGHT AND NINETY NINE AND ONE AND TWO AND THREE AND FOUR AND FIVE AND SIX AND SEVEN AND EIGHT AND NINE AND TEN AND ELEVEN AND TWELVE AND THIRTEEN AND FOURTEEN AND FIFTEEN AND SIXTEEN AND SEVENTEEN AND EIGHTEEN AND NINETEEN AND TWENTY AND TWENTY ONE AND TWENTY TWO AND TWENTY THREE AND TWENTY FOUR AND TWENTY FIVE AND TWENTY SIX AND TWENTY SEVEN AND TWENTY EIGHT AND TWENTY NINE AND THIRTY AND THIRTY ONE AND THIRTY TWO AND THIRTY THREE AND THIRTY FOUR AND THIRTY FIVE AND THIRTY SIX AND THIRTY SEVEN AND THIRTY EIGHT AND THIRTY NINE AND FORTY AND FORTY ONE AND FORTY TWO AND FORTY THREE AND FORTY FOUR AND FORTY FIVE AND FORTY SIX AND FORTY SEVEN AND FORTY EIGHT AND FORTY NINE AND FIFTY AND FIFTY ONE AND FIFTY TWO AND FIFTY THREE AND FIFTY FOUR AND FIFTY FIVE AND FIFTY SIX AND FIFTY SEVEN AND FIFTY EIGHT AND FIFTY NINE AND SIXTY AND SIXTY ONE AND SIXTY TWO AND SIXTY THREE AND SIXTY FOUR AND SIXTY FIVE AND SIXTY SIX AND SIXTY SEVEN AND SIXTY EIGHT AND SIXTY NINE AND SEVENTY AND SEVENTY ONE AND SEVENTY TWO AND SEVENTY THREE AND SEVENTY FOUR AND SEVENTY FIVE AND SEVENTY SIX AND SEVENTY SEVEN AND SEVENTY EIGHT AND SEVENTY NINE AND EIGHTY AND EIGHTY ONE AND EIGHTY TWO AND EIGHTY THREE AND EIGHTY FOUR AND EIGHTY FIVE AND EIGHTY SIX AND EIGHTY SEVEN AND EIGHTY EIGHT AND EIGHTY NINE AND NINETY AND NINETY ONE AND NINETY TWO AND NINETY THREE AND NINETY FOUR AND NINETY FIVE AND NINETY SIX AND NINETY SEVEN AND NINETY EIGHT AND NINETY NINE



RECEIVED 11 20 1953

11 20 1953



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St Paul, December 18, 1953

J T Derrig - Seattle

Urlet 15th to Ekberg about siphon pipe Sec. 13 Wheeler. It is
advisable that thorough canvass be made as to availability of longer
pipe in order to avoid increased number of joints and possibility
of leakage in our roadbed. P-181

H R Peterson

St. Paul, Minn., December 18, 1953

Subject: (2540)

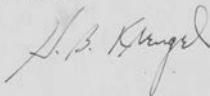
Mr. H. R. Peterson:

Herewith returned is the proposed contract to be entered into with Carbon Bros., dated December 1, 1953, covering grading for trackage to serve Section #13 at Wheeler, Washington.

The contract has been initialed as to form. However, I believe that some correction must be made on page 4 with respect to the paragraph devoted to the payment of sales tax. As the paragraph on sales tax now reads, only the total sum of \$5.00 would not be subject to sales tax. I believe it was intended that the figure of "\$1.00" should be qualified to state "\$1.00 per lineal foot" and the figure "\$4.00" should be "\$4.00 per cubic yard". If it is known at this time how many lineal feet of pipe will be placed and how many cubic yards of concrete will be placed, then the actual amount of money not subject to sales tax could be stated.

On December 9, Mr. Stanton addressed a letter to Mr. Judson, which letter Mr. Judson replied to on December 15, concerning the advisability of providing in the contract with Carbon Bros. protection for the Railway Company in the event that the Milwaukee Railroad enjoins the Northern Pacific in constructing the trackage and grade. This matter was passed upon by Mr. Countryman and Mr. Judson, and it was their opinion that the paragraph on page 7 of the contract covering stoppage of work is adequate protection for the Railway Company, in view of the fact that at the time Mr. Stanton brought up the subject, Carbon Bros. had already executed the agreement.

Your file copy of the agreement as well as correspondence in connection therewith is herewith returned.



K:m
Enc.



Seattle, Washington
December 17, 1953

717-1

Mr. C. E. Ekberg:

Wheeler - Trackage to serve Section 13

For your information there is attached print copy of letter from Spokane Concrete Pipe Company to Mr. Young recommending type of gaskets for proposed siphons if their particular pipe is used for the spur track leading to Section 13.

J. T. DERRIG ✓

Assistant Chief Engineer

JTD:jo

cc: HRP ✓



SPOKANE CONCRETE PIPE CO.

SEWER, CULVERT AND IRRIGATION PIPE

N. 2401 JACKSON ST.

PHONE GLEN 5726

P. O. BOX 1033

SPOKANE 13, WASHINGTON

December 16, 1953

Mr. J. A. Young, District Engineer
c/o Northern Pacific Railroad Company
Spokane, Washington

Dear Mr. Young:

We are pleased to quote the following prices f.o.b.
our plant.

| | | |
|-----------------------------------|---|-----------|
| 15" Tongue & Groove Tylox Caskets | 3 | .80 Ea. |
| Tylox Cement # 1 Per Gallon | | 4.50 Gal. |

CEMENT REQUIRED:

| | | | |
|-----|---|----------------------|--------------------------------|
| 15" | 1 | Gallon Per 25 Joints | Approximately \$.18 per Joint |
| 24" | 1 | " " " 16 | " " " .28 " " |
| 48" | 1 | " " " 8 | " " " .56 " " |

Delivery usually is about four weeks from factory.

Hoping this is the information you need, and if we can
be of further service, please do not hesitate to call upon
us.

Yours very truly,

SPOKANE CONCRETE PIPE COMPANY, INC.,

By

Glen W. Schultz, Asst. Manager

gws/a



4043

OFFICE OF
ASST. CHIEF ENGR.
DEC 17 1953
N. P. RY. CO.
SEATTLE, WASH.

Spokane, Washington
December 16, 1953

Mr. J. T. Derrig:

Attached is one print of map, scale
1" = 200', dated Office of Chief Engineer, St. Paul,
October 30, 1953, revised this office November, 1953,
of the Scalley Sugar Plant near Wheeler, Washington.
Also attached is one print of map, dated Office of
Assistant Chief Engineer, Seattle, October 23, 1953,
scale 1" = 400', of the Scalley Sugar Plant.

These maps have been brought up to date
for track lengths as of November, 1953.

Signed J. A. YOUNG

District Engineer

JAY:leb
Encs.(2)
cc-Mr. H. R. Peterson(2)

Mr. R. A. Peterson
Sta. Plat of Scalley revised
F.Y. 12-21-53.

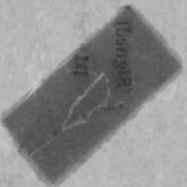
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WASHINGTON, D.C.

TO: THE DIRECTOR, AIR FORCE RESEARCH AND DEVELOPMENT
FROM: THE CHIEF, AIR FORCE RESEARCH AND DEVELOPMENT
SUBJECT: AIR FORCE RESEARCH AND DEVELOPMENT
1. The purpose of this report is to provide information on the progress of the research and development work being conducted by the Air Force Research and Development Command. This report is intended for the use of the Air Force Research and Development Command and the Air Force Research and Development Command only.

RECEIVED
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WASHINGTON, D.C.



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HEADQUARTERS
WASHINGTON, D.C.

St. Paul, Minnesota

Dec. 16, 19 53

Mr. M. L. Countryman:

Herewith contract dated Dec. 1, 1953

with Carbon Bros., Spokane, Wash.

for Grading for trackage to serve Section #13., Wheeler, Wash.

If you approve as to form, will you please initial and
return.

Chief Engineer

Atch.

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11847.54
11082
765.54
34880
12180
1078
11082

Seattle, Washington
December 15, 1953

717-1

Mr. C. E. Ekberg:

Moses Lake: Industrial development.
Requisition of material for siphons

In connection with the change from corrugated metal pipe to reinforced concrete pipe in the case of 24" and 15" siphons to be constructed under Section 13 trackage as covered by my letter to you dated December 9th, I am sending you one copy of Mr. Young's requisition JAY 38 JTD 101 covering material for these siphons. This requisition is for your information with respect to use in the design.

It appears from quotations received in connection with the other siphons on this work that 6 foot 24" pipe cannot be obtained, and we will have to use either 3 foot or 4 foot pipes. The same thing, I think, will apply to 6' 15" pipes.

For requisition JAY 35 JTD 99 for the other two siphons, being 48" and 24", it will be necessary to use 3 foot lengths instead of 6 foot lengths, as shown. This will considerably increase the number of joints in the siphon.

I am attaching copy of wire to you this date in connection with the use of 3 foot pipes instead of 6 foot pipes as planned in the design, on requisition JAY 35.

J. T. DERRIG

Assistant Chief Engineer

GRH:ld
Encl.

cc: JAY
HRP



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ST. PAUL
TELEGRAPH OFFICE

1957 DEC 15 PM 5 59



NP145CF 2 SEATTLE 15 338PM

H R PETERSON STPAUL

P-146 AIRMAIL LETTER NOT RECEIVED I AM FORWARDING YOU EXECUTED COPIES
OF CONTRACT FOR COMPLETION BY THE NORTHERN PACIFIC AIR MAIL TONIGHT IN
MY LETTER OF THE 14TH I CALLED ATTENTION TO PAGE 7 OF STANDARD
SPECIFICATIONS WHICH INCORPORATES WORK STOP CLAUSE THIS CLAUSE HAS
ALWAYS PROVED SATISFACTORY IN THE PAST AND KNOW OF NO REASON
WHY IT IS NOT ADEQUATE NOW D-693

J T DERRIG.

4 JAN 1 1954

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Saint Paul, December 15, 1953

A i r m a i l

MR. J. T. DERRIG:

Referring to my wire P-146 about possible interruption to grading work for spur track to Sec. 13 near WHEELER:

For your further information, attached is print copy of Mr. Judson's letter of December 14 in reply to Mr. Stanton's letter of December 9.

This also refers to our telephone conversation this morning.

p/s

att.

St. Paul, Minn., December 15, 1953.

Mr. E. B. Stanton:

Referring to your letter of December 9 about the contract for the construction of grade and trackage into Section 13 near Wheeler, on the Connell Northern Branch.

The contract has been awarded and executed by Carbon Bros. and they expect to start work next week.

There is a clause in the contract as awarded which covers stoppage of work which is thought to be ample protection in case the work should have to be discontinued. Had we known about the possibilities sooner we perhaps might have revised this paragraph a little, but it is too late now to do anything more about it.

W. W. JUDSON

cc- Mr. D. H. Eastman
Mr. M. L. Countryman, Jr.
Mr. H. R. Petersen ✓

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OFFICE OF
CHIEF ENGINEER
DEC
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NOR. PAC. HY
ST. PAUL, MINN.

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Seattle, Washington
December 14, 1953

717-1
Contract #1155

Mr. Dean H. Eastman:

Wheeler (nr) - Grading for trackage
to serve Section #13

I am attaching hereto my office copy of contract dated December 1, 1953 with Carbon Bros. of Spokane covering the construction of railroad grade and placing of culvert siphons, etc. for trackage to serve Section #13 near Wheeler, Washington.

Also enclosed are the following insurance policies received this morning from the contractor through McGovern-Carroll Company of Spokane to take care of the F&PD coverage called for in this contract:

The Fidelity and Casualty Company Policy No. S-35098, issued in the name of Northern Pacific Railway Company covering \$100,000/\$300,000 Bodily Injury Liability and \$1,000/\$10,000 Property Damage Liability.

Duplicate copies of Lloyd's of London Policy No. L-39435 and Policy No. L-42109, issued in the name of Carbon Brothers covering \$100,000.00 Third Party Property Damage insurance, to which policies have been added the Hold Harmless Clause as contained in the contract. The Northern Pacific Railway Company has also been added as an insured to these policies.

Duplicate copies of The Fidelity and Casualty Company Policy No. SPL-38278 and Policy No. SPL-43970 issued in the name of Carbon Brothers to which have been added the Hold Harmless Clause as contained in the contract. These policies cover \$100,000/\$300,000 Bodily Injury Liability, \$5,000 Property Damage Liability - Automobiles and \$1,000/\$10,000 Property Damage Liability - Other Than Auto.

I will be pleased to have you review these policies as quickly as possible and if you find them satisfactory, initial each policy and return them to me for further handling.

RSQ:d1
Encls.

J. T. DERRIG
Assistant Chief Engineer

cc: HRP JFA JAY GLS



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Air Mail

Seattle, Washington
December 14, 1953

717-1
Cont.# 1155

Mr. H. R. Peterson:

Wheeler - Trackage to serve Section 13

I am forwarding you original and duplicate copies of proposed agreement with Carbon Brothers covering grading for spur track leading to Section 13 near Wheeler.

In this connection, Mr. Eastman has called my attention to Mr. Stanton's letter December 9th to Mr. Judson (copy of which I do not have), in which he states that due to the fact that the Milwaukee may seek, by court action, to enjoin us in the construction of this trackage and grade, a provision should be contained in the contract or in the supplemental agreement to cover this contingency.

In this connection, the attached agreement, ^{page} Section 7 of standard specifications 109-A, includes a provision for stopping of work. This clause has always worked out satisfactory in the past and I see no reason why the wording of that clause does not amply protect the railway company in the event work is stopped by court action instituted by the Milwaukee or for any other reason.

I am forwarding copy of this letter to Mr. Eastman, together with copy of our standard specifications, page 7, Form 109-A which refers to the stopping work clause.

In the event Mr. Eastman considers it advisable to amplify this clause, I suggest that he write you accordingly. The attached agreement has been approved by Mr. Crosby for our West End Law Department and it is my understanding you will arrange to have the agreement further reviewed and approved by our Law Department in St. Paul.

JID:jo

cc: DHE

J. H. King
Assistant Chief Engineer

*Original to Mr. Countryman for approval with Form
ML 12/16/53*





N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul, Dec. 14, 1953

J T Derrig - Seattle

Before mailing me contracts for execution re grading to Sec. 13 near Wheeler pls see my airmail of even date. P-146

H R Peterson

Mail cy (airmail)

Mr. Stanton's letter Dec. 9 from Seattle advised as follows:

" Pls refer to proposed contract for construction of grade and trackage into Sec. 13 near Wheeler on the Connell Northern branch: Due to the fact that the Milwaukee Ry. may seek by court action to enjoin us in the construction of this trackage and grade, a provision should be contained in the contract or in a supplemental agreement to cover this contingency".

Will you please discuss with Carbon Bros. immediately to determine if they are agreeable to addition of clause in contract as suggested by Mr. Stanton. If so please arrange accordingly. Should such contingency develop we certainly would be obligated to pay expense of moving off and back onto the job again at a later date. However it will not be necessary to discuss such contingency with the contractor.,at this time.

p/s



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St Paul, Dec. 14, 1953

J T Derrig - Seattle

When will contractor start grading for spur track to Sec. 13 out of Wheeler and what is your estimated date of completion of grading stop.

Am arranging to submit requisitions for track material. What is your suggested date of delivery. P-141

H R Peterson

RIGHT OF WAY CHANGE MEMORANDUM

10774

Memo No. 169 Deed No. 189 Adrian to Connell

Plat No. 53-1

L-5

C. F. No. 21642 - Part 2

A.F.E. No. 19

State Washington County Grant

St. Paul, Minn. Dec. 11, 19 53 Division Idaho

Improv. Sketch Easement to Northern Pacific Ry. Co.
for Spur Track to Industry Site near
Moses Lake.

By easement W-13373, dated October 26th, 1953, J. T. Trullinger, as guardian of Arthur J. Wilder, a minor, granted the N. P. Ry. Co. an 80-foot strip of right of way across portion of Farm Unit No. 51 in the SW $\frac{1}{4}$ of Section 7, T19N, R29E, W.M.

Note: Easement was recorded on November 18, 1953, in Book 110 of Deeds, Page 31, Grant County, Auditor's File 212555.

Consideration \$772.00, installation of one farm crossing, necessary changes in irrigation system, and settlement for crop damages.

Note: Revised R/W Plat 53-1 attached for interested departments.

Handwritten:
T.R. 83
noted
a.k.b.
12/15/53

Copies to:-

✓ Chief Engr., St. Paul
Asst. Ch. Engr., Seattle
Dist. Engr., Spokane
W. Mgr. Ind'l. Prop., Seattle
Asst. Tax Comm'r., Seattle
Superintendent, Spokane

J. E. THAMES,
General Manager Industrial Properties



MAIL TO AIR FORCE HEADQUARTERS

The Grantor, J. T. TRULLINGER, as guardian of Arthur J. Wilder, a minor, of Olympia, Washington, for and in consideration of the sum of Seven Hundred Seventy-two and no/100 Dollars (\$772.00) hereby grants to the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, its successors and assigns, Grantee, an easement to use, as a right of way for a railway spur track or tracks, the following described premises in Section seven (7), Township nineteen (19) north, Range twenty-nine (29) east of the Willamette Meridian, situated in the County of Grant and State of Washington, to-wit:

\$1.00 State
\$1.10 I.R.

A tract or strip of land eighty (80) feet in width, being forty (40) feet wide on each side of the center line of that certain railway track which is to be located and constructed upon, over and across Farm Unit 51 in Irrigation Block 41 of the Columbia Basin Project, according to the official plat of said Block 41 filed in the office of the Grant County Auditor on April 11, 1951 and recorded in Book 1 of Columbia Basin Project Plats, at Page 6, in the plat records of said county.

Real Estate Excise

Tax Paid. Nov. 18, 1953

Amt. 7.72

No. 9024

By J.D.

Deputy

In explanation hereof, the above described strip of land is indicated in RED color on the map marked Exhibit "A", attached hereto and made a part hereof.

The Grantor hereby acknowledges full settlement of all claims for damages sustained by reason of the location, construction, maintenance, improvement and operation of a railway over the above described premises.

Said easement is granted subject to the following conditions:

1. The Grantee will provide one farm crossing at a convenient point to be agreed upon with the Grantor.
2. The Grantee will make any necessary changes in the irrigation system on Farm Unit 51 which may be affected by reason of the location of the Grantee's railway tracks on said easement right of way.
3. The Grantee will make the necessary settlement with the tenant of Farm Unit 51, Loyd K. Goehri, in regard to crop damage or any other damage occasioned by the construction of the railway across said Farm Unit.

Dated this 26 day of October, 1953.

/s/ J. T. TRULLINGER

STATE OF WASHINGTON)
) ss
County of Thurston)

On this day personally appeared before me J. T. TRULLINGER, as guardian of Arthur J. Wilder, a minor, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of Oct. 1953.

Approved: 10/26/53

Charles T. Wright

Judge

(NOTARY SEAL)

Recorded Nov. 18, 1953 in Vol. 110 of Deeds,

Page 31, Records Grant County, Wash.

Aud. File No. 212555

/s/ Margaret Wiseman

Notary Public in and for the
State of Washington, residing
at Olympia in said State.

FARM UNIT 50

FARM UNIT 53

FARM UNIT 51

Bessie E. Wilder
as Guardian of Arthur J. Wilder - a minor

534

537

538

J. I. Wilson
 & Hulda J. "

Fred S. Bowen
Bella "

Jessie B. Qualls
& James E. "

FARM UNIT 65

FARM UNIT 66

Pos. of SW SE SE
lying E of FU.53
Jennie Lepper Perry.

11.50 16.60 8.00

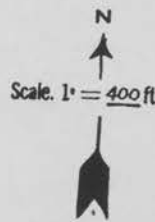
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78

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76-0728 Sec Line

Exhibit "A"





N. P. 1386A
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul, Dec. 11, 1953

J T Derrig - Seattle

When will I receive reply to my P-85 re industrial spur to Sec. 13
out of Wheeler; also my P-74 requesting immediate submission of

Clarks Fork survey; also my letter December 8 in regard to report
on slide condition, etc. on Third Tacoma. P-112

H R Peterson

At Seattle, Wn., Dec. 9, 1953

~~W. W. Judson,~~
~~Vice President.~~

Please refer to proposed contract for construction of grade and trackage into Section 15 near Wheeler on the Connell Northern Branch.

Due to the fact that the Milwaukee Ry. may seek by Court action to enjoin us in the construction of this trackage and grade, a provision should be contained in the contract or in a supplemental agreement to cover this contingency.

cc: Mr. D. H. Eastman
Mr. M. L. Countryman, Jr.
Mr. H. R. Peterson

E. B. Stanton

RECEIVED

OFFICE OF
ENGINEER
DEC
14
1953
NEW YORK, N.Y.
ST. PAUL, MINN.

LEG
500
See JTD note to me?
HRR 12/14

Seattle, Washington
December 9, 1953

717-1

~~Mr. C. E. Ekberg:~~

Wheeler, Wn: Trackage to serve Section 13

In connection with the construction and design of siphons to be placed under our new track on Section 13 near Moses Lake, I am attaching copy of Mr. Young's letter of December 8th with which he conveyed numerous plans as outlined in his letter, and also copy of letter dated December 3rd to Mr. Young from the Bureau of Reclamation at Ephrata by Mr. W. C. Christopher.

Mr. Young has returned, and I am attaching, hereto, one set of Bridge Engineer's Drawings Nos. 93355, 93356 and 93357 on which the Bureau of Reclamation have indicated the corrections that should be made to make the construction conform to their ideas of design.

- Drawing No. 93355 covers design of 48" concrete siphon.
- Drawing No. 93356 covers the design of 24" concrete siphon.
- Drawing No. 93357 covers design of 24" corrugated metal pipe siphon which the Bureau of Reclamation does not approve and which it wishes to be replaced with concrete pipe design.

Will you please check over Drawings 93355 and 93356 covering the concrete siphon construction, make the necessary corrections as indicated by the Bureau of Reclamation, and return the necessary number of corrected drawings to me.

Your Drawing No. 93357 covers the construction of 24" corrugated metal pipe siphon at Station 44+58, and also 18" corrugated metal pipe siphon at Station 102+80 corrected by the Bureau of Reclamation to read 102+70. These two siphons should be redesigned to use reinforced concrete pipe instead of corrugated metal.

Please note the next to last paragraph of Mr. Young's letter regarding the location of the siphon at Station 102+80, his Drawing dated December 8th, 1953. This paragraph is covered also in Mr. Christopher's letter to Mr. Young dated December 3rd - the third paragraph where Mr. Christopher states that an additional 30' right-of-way will be needed to care for proper location of the siphon. Mr. Young has included with his letter of December 8th, and I am attaching, hereto, two prints of his Drawing dated Spokane, December 8th, 1953, showing the above situation on a large scale, which indicates that additional right-of-way will not be necessary, but that the lateral can

Mr. C. E. Ekberg

- 2 -

December 9, 1953

comfortably be located on our existing right-of-way at that location as stated by Mr. Young.

You will note that Reclamation Bureau's Enclosure #1 calls for new 15" R.C.P. siphon. This was shown on Index No. 93357 as an 18" corrugated metal pipe. It is intended that this design should cover a 15" R.C.P.

Enclosure #2 of the Bureau at Station 44+58 calls for a 24" R.C.P. siphon instead of a 24" corrugated metal pipe as is shown on Index No. 93357. This also should be redesigned as a 24" concrete pipe.

Drawing showing Proposed Trackage Section #13 dated Office of Division Engineer, Spokane, revised October 26th, 1953, and revised again by Assistant Chief Engineer, Seattle, November 5th, 1953, will be revised by Mr. Young to show the siphons as they are now to be constructed. I am asking Mr. Young for VanDyke of this corrected sheet, and will send you copies as soon as received.

I have not attempted to enumerate the various attached drawings for the reason that these are enumerated definitely in Mr. Young's letter of December 8th, and I am sending you one copy of each print as noted on Mr. Young's letter in addition to the one print each of the Bridge Engineer's drawings noted above.

J. T. DERRIG

GRH:ld
Encl.

Assistant Chief Engineer

cc: HRP

I am sending you one copy each of above mentioned plans for your information. It is likely that you may want to turn over this additional set of drawings to Mr. Ekberg.

JAY

- There is considerable difference in the stationing of the various siphons as between railroad reports and Bureau of Reclamation reports. I believe it would be wise to clear this matter up definitely, indicating correct stationing of each facility on your new revised print.

all to the Commission and the Court of Appeals. The Commission
has not yet decided whether to accept the Commission's
recommendation. The Commission has not yet decided whether to
accept the Commission's recommendation.

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accept the Commission's recommendation.

Commission on the Judiciary

1. Chairman

The Commission has not yet decided whether to accept the Commission's
recommendation. The Commission has not yet decided whether to
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Spokane, Washington
December 8, 1953

Mr. J. T. Derrig:

Attached is copy of my Requisition No. 38, dated December 8, 1953, for reinforced concrete pipe to be used for siphons on spur track to serve Section 13, near Wheeler.

Please note for Items 3, 4 and 6 this is specified as single strength pipe, which agrees with our standard as being sufficient for pipe of this size under the railroad track.

I am also attaching hereto the original and two copies of letter received from the Bureau of Reclamation, dated December 8, 1953, regarding their comments on the plans for siphons as prepared by Mr. Ekberg, which were submitted to the Bureau for approval on November 16th. The drawings with the return of one set of Mr. Ekberg's plans, namely #93355, #93356 and #93357, were received in this office on December 5th. I am attaching hereto three copies of Mr. Ekberg's plans marked up with the notations shown in blue as returned by the Bureau of Reclamation. I am also attaching hereto the following plans which the Bureau returned along with these drawings:

- 3 Prints - El. 205 Realignment - Bureau of Reclamation drawing, dated 12-3-53 (Siphon at 102+80), Enclosure #1.
- 3 Prints - El. 25 Siphon - Bureau of Reclamation drawing, dated 12-3-53 (Siphon at 44+58), Enclosure #2.
- 3 Prints - Concrete Transitions - Bureau of Reclamation drawing - no date - Enclosure #3.
- 3 Prints - Division Box - Types 7 & 8 - Bureau of Reclamation drawing - no date - no enclosure number.
- 3 Prints each for Flexlock Joint:
 - Goodrich "Flexlock" Rubber Joints & "Cretex" Concrete Pipe for Watertight Pipe Lines - no date.
 - Flexlock Pipe Joint for Tongue & Groove RCP (Tech.-B-7190-9)
 - " " " " Lewistown Tongue & Groove RCP, (Tech.-B-7190-37)
 - " " " " Cross Section for Concrete Sewer Pipe, (Tech.-B-7190-57)



December 8, 1953

3 Prints - 7 $\frac{1}{2}$ " Elbows, Bureau of Reclamation drawing
No. 222-D-14595 (Revised 9-28-49).

3 Prints of Handwheel Gate Lift, Bureau of Reclamation drawing
No. 100-C-45 (Revised 12-26-44).

3 Prints of Adjustable Weir, Bureau of Reclamation drawing
No. 222-D-14596 (Revised 3-5-51).

As reported to you in my letter of December 7th, Mr. Christopher, the District Engineer for the Bureau, stated that Mr. Downs was definitely opposed to the use of corrugated metal pipe for use in siphons, and even though we will have the responsibility of maintaining these siphons, I do not think that it is of enough import to oppose the Bureau's recommendations and their wishes in regard to using the corrugated metal pipe at this time. The reason Mr. Downs is opposed to the use of metal pipe is that he does not consider it a permanent installation.

On the Bureau of Reclamation Drawing No. 100-C-45, Handwheel Gate Lift, and their Drawing No. 222-D-14596, Adjustable Weir, we will not have to make any requisition for these as they are now in existence on the present irrigation laterals and the Bureau states that we can reuse these in the new location. Therefore, no requisition is being submitted for these items.

On Drawing dated this office December 8, 1953 for siphon at Station 102+00, we have shown this relocation of the irrigation lateral to be placed entirely within our present right of way limits. You will notice on the Bureau of Reclamation Drawing, which is listed in their letter as Enclosure #1, dated 12-3-53, they have shown this relocation of lateral outside of our present right of way line, which would necessitate the acquisition of 30-feet of additional right of way for a distance of approximately 200-feet. We have laid this out on a large scale and find that we can adequately take care of this ditch within our present right of way limits, which is agreeable to the Bureau of Reclamation. This will save the acquisition of any additional land for this purpose. Enclosed herewith are three copies of sketch dated this office this date as mentioned above.

We have not as yet made up requisition for reinforcing steel for concrete work but this will be submitted as soon as possible.

(Signed) J. A. YOUNG

District Engineer

JAY:lob
Encls.

C
O
P
Y

In reply refer
to: 210

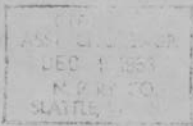
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Columbia River District - Columbia Basin Project
EPHRATA, WASHINGTON

December 3, 1953

Mr. J. A. Young, District Engineer
Northern Pacific Railway Company
221 West First Avenue
Spokane 8, Washington



Dear Mr. Young:

We have reviewed the drawings of the Moses Lake extension which you submitted by letter of November 16, 1953, and return them under separate cover with our comments.

The proposed double barrel 48-inch reinforced concrete pipe siphon at Station 129+85-N. P. Ry. = 358+00.2, lateral EL20, Drawing No. 93355, is approved with the notations indicated in blue.

The proposed 24-inch reinforced concrete pipe siphon at Station 102+80, Drawing No. 93356 and the proposed relocation of lateral EL20S and division box as indicated on your track alignment drawing, does not meet entirely with our approval. We have had to go into considerable detail concerning this crossing and are submitting our recommended arrangement at this location as shown on the enclosed sketch marked "Enclosure No. 1." You will please note that the re-alignment of lateral EL20S to the north side of the railway right-of-way will involve the acquisition by you of a new 30-foot wide lateral right-of-way, ending at the mid-section line as indicated.

The existing concrete division box may be salvaged and relocated as shown. However, if this box cannot be salvaged, we request that you construct a new box according to the plans shown on the included reproducible.

We do not recognize the existing 10-foot dirt road along the existing fence line, since it is not a dedicated roadway, but our operation and maintenance vehicles will need a grade crossing as shown.

Regarding the wastewater siphon which is proposed at Station 102+70, Drawing No. 93357, we note that the wastewater is from ordinary farm runoff and therefore, the structure would not

be subject to our review. However, we have indicated on enclosure No. 1, an alinement of the waste ditch and siphon that would fit the general layout. You must provide a water delivery from the new division box location to Farm Unit No. 53, east of the fence. A 15-inch conduit will be required to cross the wastewater ditch if the latter is alined as shown and also, the road to the farm if you decide to keep it open.

The proposed 24-inch reinforced concrete pipe siphon at Station 44+58, Drawing No. 93357, does not fit the existing conditions. We have prepared a detailed sketch marked "Enclosure No. 2" which shows the recommended layout and connection to our existing pipe road crossing. Under the blanket crossing agreement, we also request a planked road crossing here.

We are also transmitting four photostatic copies of information relative to the Flexlock rubber gasket which Mr. Titus asked for this morning.

Sincerely yours,

/s/ W. C. Christopher

District Engineer

Enclosures 40
(Under separate cover) No. 55427

Seattle, Washington
December 8, 1953

717-1

Mr. H. R. Peterson:

Wheeler - Trackage to serve Section 13

I am attaching copy of my letter date to Mr. Young in reference to government's refusal to approve plans for metal type siphons and pipe for handling irrigation water through openings on spur track leading to Section 13 near Wheeler.

While I am disappointed by the position taken by the government in not approving the type of siphon shown on our Bridge Engineer's plan, it seems obvious that the Armco Company have taken it for granted that their type of pipe would be approved by the Reclamation Department without any question whatsoever. I understand representative of Armco Company is arranging to call on the Reclamation Department's office at Ephrata and Denver with a view of having the original plans approved.

I have not as yet received the revised plans as submitted by the government from Mr. Young, as he is checking these in the field as it appears there is some question of additional right of way necessary for ditch rider's roadway desired by the government, which Mr. Young states may affect the revised plans as received from the government. As soon as he has this item checked in the field, I will forward you the plans for the siphon for Mr. Ekberg's check and your approval.

JTD:jo

cc: CEE



Assistant Chief Engineer





Seattle, Washington
December 8, 1953

717-1

Mr. J. A. Young:

Wheeler - Trackage to serve Section 13

Your wire Y-51, in reference to cancelling items on your requisition No. 35 for culvert and siphon openings, Section 13, near Wheeler.

My purpose in wiring you for confirmation of these items in my wire D-661, was due to the fact that it seemed inconsistent to cancel Item 24 in place of 25 as requested in your original wire. In the future where an error has been made in furnishing information, please acknowledge that fact in making the correction, as such acknowledgment will save considerable rechecking and further inquiries for confirmation as to the correct item number that should be cancelled.

I am unable to understand the unnecessary delay in getting government's approval of Bridge Engineer's plans for the Armco metal siphons, plans of which were forwarded you under date of November 12th with request that they be presented to the government promptly by messenger, with a view of expediting approval.

It is my understanding from telephone conversation you now have detailed plans for the siphon installations from the government and I will thank you to expedite these plans after you have checked the same in the field, in order that the plans may be approved by our Bridge Engineer and special plans prepared, if necessary, for the concrete siphon installation.

J. T. DERRIG
Assistant Chief Engineer

JTD:jc





N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774 M.

St Paul, December 8, 1953

J T Derrig - Seattle

Has contractor indicated to you approximate period of time required to complete grading for industrial spur to Sec. 13 out of Wheeler. Possibly we should submit requisition for track materials at this time. What do you suggest for delivery date? P-85

H R Peterson

Saint Paul, December 8, 1953

MR. J. F. ALBIP:

Attached for your approval is AFE Idaho ED-103, covering "trackage to serve industrial site in Sec. 13, near Wheeler", estimated cost \$205,805.

I believe you are familiar with this project through previous correspondence.

cc-Mr. J. T. Derrig

P/S

att.



Seattle, Washington

December 7, 1953

T-E-L-E-C-R-A-M

C E EKBORG
ST PAUL

YOUNG NOW ADVISES THAT BUREAU OF RECLAMATION WILL NOT APPROVE
USE OF METAL PIPE FOR SIPHONS AND ARE SUBMITTING ALTERNATE


PLANS FOR CONCRETE PIPE. THESE PLANS WILL BE FORWARDED YOU
AS SOON AS CHECKED BY YOUNG AND FOR EKBORG'S USE IN PREPARING

REVISED PLANS FOR SIPHONS. I HAVE REQUESTED MYERS TO CANCEL ITEMS
14, 17, 19, 20, 21, 25 and 27 AND FOUR PIECES OF 24 INCH CMP

OF ITEM 15 ON YOUNG'S REQUISITION NO. 35. YOUNG WILL SUBMIT
REVISED REQUISITION FOR CONCRETE PIPE OTHER THAN THE SIPHONS

AT ONCE. ANTICIPATE SPECIAL PLAN WILL BE NECESSARY FOR
THE SIPHONS. D-663

J T DERRIG



cc: HRP
LSM
JAY

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Saint Paul, December 7, 1953

MR. J. T. DERRIG:

Your set-up of bids for grading, etc. in connection with proposed industrial spur track from WHEELER to Section 13, near MOSES LAKE, includes an item of 8,000 c.y. for gravel topping, etc.

Specifications paragraph 2.17, gravel topping, calls merely for 3" blanket on top of the roadway, as designated by the Engineer. Our rough estimate of quantities for the 3" top amounts merely to approximately 4100 c.y. What is your explanation for the additional 3900 c.y.?

Apparently you have included quantity for windrowing along shoulders to be furnished by the contractor and shoveled into place by company forces for track surfacing and crib fill.

The low bid received for gravel blanket material was 65 cents per yard, whereas the Carlon Bros. bid is \$1.00. Do you have definite information that the contractor will not submit claim for extra bill to cover windrowing material not called for in the specifications? In the event his actual cost for gravel blanket material should exceed the contract price we can be certain that extra work claim will be submitted.

Please submit estimate of cost for track raise and crib fill material by train haul from Mesa or local pit adjacent to our track between Connell and Wheeler; also estimate of cost for use of gravel material to be furnished by the contractor at \$1 per yard plus cost of shoveling into track.

cc-Mr. J. A. Young

P/s

Seattle, Washington
December 4, 1953

717-1

VIA MESSENGER

Mr. L. S. Myers:

Wheeler (nr) - Grading for trackage
to serve Section #13 - Culverts

Regarding Reqn. JAY 35, JTD 99, dated December 1 covering RCP, CMP, etc. required in connection with the construction of railroad grade for trackage to serve Section #13 near Wheeler, Washington:

I am attaching copy of District Engineer Young's letter of December 3 concerning this requisition and changes to be made therein for the installation of culverts and siphons. Will you kindly correct your copies of this requisition as shown in red ink on copy of requisition as prepared by Mr. Young under date of December 3 and place your orders accordingly.

J. T. DERRIG
Assistant Chief Engineer

RSG:dl
Encl.

cc: HRP
JAY

Mr. Peterson: Will you please correct copies of above-mentioned requisition which were sent you yesterday.

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N. P. 1019
6-24

NORTHERN PACIFIC RAILWAY CO.

GEN'L STOREKEEPER'S REQN. NO.

DIVISION

SHEET

JAY #35

JTD #99

ED #1782

F. E. COMPTROLLER'S

Spokane, Wash., December 1, 1952

TO THE PURCHASING AGENT,

J. A. Young, District Engineer

AT Wheeler, Washington

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED, IF THIS IS NOT DONE THE REQUESTION MUST BE RETURNED FOR THE INFORMATION

| ITEM NO. | QUANTITY | DESCRIPTION OF ARTICLES | Total Length | ESTIMATED COST | DELIVERY REQUIRED (DAYS) | FOR WHAT PURPOSE ORDERED | ON HAND AND USE |
|----------|----------|--|--------------|----------------|--------------------------|---|-----------------|
| ✓ 1 | 14 | 48" RCP Table II x 6' with 2 Lines of circular reinforcement | 84' | 815 | | Construction of railroad grade for track to Section 13 near Wheeler, Washington | |
| ✓ 2 | 8 | 48" RCP Table I x 6' | 48' | 450 | | | |
| ✓ 3 | 6 | 24" RCP Table II x 6' | 36' | 120 | | | |
| ✓ 4 | 2 | 24" RCP Table I x 6' | 12' | 40 | | | |
| ✓ 5 | 2 | 24" RCP Table I x 4' | 8' | 25 | | | |
| ✓ 6 | 32 | 12" RCP Table I x 6' | 192' | 220 | | | |
| ✓ 7 | 3 | 12" RCP Table I x 4' | 12' | 15 | | | |
| ✓ 8 | 12 | 48" RCP Table II 7½° Ells | | 160 | | | |
| ✓ 9 | 6 | 24" RCP Table II 7½° Ells | | 65 | | | |
| ✓ 10 | 1 | 48" CMP #8 Ga. x 22' | 22' | 390 | | culvert | |
| ✓ 11 | 8 | 48" CMP #8 Ga. x 20' | 160' | 2750 | | culvert | |
| ✓ 12 | 1 | 36" CMP #10 Ga. x 20' | 20' | 220 | | culvert | |
| ✓ 13 | 4 | 36" CMP #10 Ga. x 16' | 64' | 700 | | culvert. | |
| ✓ 14 | 1 | 24" CMP #12 Ga. x 24' | 24' | 145 | | siphon | |
| ✓ 15 | 5 | 24" CMP #12 Ga. x 12' | 60' | 360 | | 4 pcs for siphon
1 pc for culvert | |
| ✓ 16 | 2 | 24" CMP #12 Ga. x 10' | 20' | 120 | | culvert pipe | |
| ✓ 17 | 1 | 18" CMP #14 Ga. x 20' | 20' | 70 | | siphon | |
| ✓ 18 | 3 | 18" CMP #14 Ga. x 14' | 42' | 150 | | culvert | |
| ✓ 19 | 4 | 18" CMP #14 Ga. x 8' | 32' | 110 | | siphon | |
| ✓ 20 | 2 | 24" CMP #12 Ga. 30° Ells | | 55 | | siphon | |
| ✓ 21 | 2 | 18" CMP #14 Ga. 30° Ells | | 35 | | siphon | |
| ✓ 22 | 6 | 48" CMP Std. Band Couplers x 12" | | 210 | | | |
| ✓ 23 | 4 | 36" CMP Std. Band Couplers x 12" | | 90 | | | |
| ✓ 24 | 2 | 24" CMP Std. Band Couplers x 12" | | 25 | | | |
| ✓ 25 | 40 | 24" CMP Water Tight Couplers with gaskets | | 80 | | | |
| ✓ 26 | 2 | 18" CMP Water Tight Couplers with gaskets x 12" | | 15 | | | |
| ✓ 27 | 40 | 18" CMP Water Tight Couplers with gaskets x 12" | | 50 | | | |

OFFICE OF
ASST. CHIEF ENGR.

DEC 1 1953

N. Y. CO. 80
SEATTLE, WASH.

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N. P. 1019
6-24

Page 2

NORTHERN PACIFIC RAILWAY CO.

GEN'L STOREKEEPER'S REQ. NO.

DIVISION

SHEET

* F. E. COMPTROLLER'S

JAY #35
JTD #
ED #

Spokane, Wash., December 1, 1953

TO THE PURCHASING AGENT,

J. A. Young, District Engineer

AT Wheeler, Washington

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED. IF THIS IS NOT DONE THE REQUEST MUST BE RETURNED FOR THE INFORMATION

| ITEM NO. | QUANTITY | DESCRIPTION OF ARTICLES | ESTIMATED COST | DELIVERY REQUIRED (DAYS) | FOR WHAT PURPOSE ORDERED | ON HAND AND DUA |
|--|----------|--|----------------|--------------------------|--------------------------|-----------------|
| 28 | 32 | 48" Rubber Gaskets (Tylox or Flexlock) | \$ 105 | | | |
| 29 | 15 | 24" Rubber Gaskets (Tylox or Flexlock) | 40 | | | |
| 30 | | 18 EMP-513 Band Couplers | | | | |
| <p>Note: All concrete pipe shall conform to A.S.T.M. C-78-41 - Specifications. All corrugated metal pipe is to conform to N.P.R.Y. Spec E-133A and to be bituminous coated, close riveted and soldered.</p> <p>Items 14, 17, 19 and 4 pcs of Item 15 to be close riveted and soldered for siphons</p> <p>Following Plans Attached:</p> <p>Bridge Engineer's Plans</p> <p>93355 (3 prints) Items 3, 4 + 5</p> <p>93356 (3 " " Items 1 + 2</p> <p>93357 (3 " " Items 14, 15, 17 + 19</p> <p>Revd 12/3/53</p> <p>Inspection of Corr. M. Pipe by L. O. Hansen, Engr of Tests.</p> <p>Item 1 to have 2 lines of circular reinforcement. Washed sand washed aggregate must be used in the manufacture of the R.C.P. When pipe is ready for fabrication notify H.R. Peterson Chief Engr so that an inspection can be made</p> <p>cc-IRP(1) JTD(2) PH(1) LGS(1) PCT(1) ISM(1) WDO(2) File(1)</p> | | | | | | |

APPROVED

Asst. Chief Engineer

Chief Engineer

J. A. YOUNG

District Engineer

(SIGN HERE)

(TITLE)

OFFICE OF
ASST. CHIEF ENGR.
DEC 4 1953
N. P. RY. CO.
SEATTLE, WASH.

TO: THE CHIEF, PORTLAND DISTRICT

FROM: DISTRICT ENGINEER

SUBJECT: PORTLAND DISTRICT

RE: PORTLAND DISTRICT (100-100000) (100-100000) (100-100000)

100-100000 (3)
100-100000 (12)
100-100000 (100-100000)

100-100000 (100-100000) (100-100000)

100-100000 (100-100000) (100-100000)

TO: THE CHIEF, PORTLAND DISTRICT

FROM: DISTRICT ENGINEER

SUBJECT: PORTLAND DISTRICT

RE: PORTLAND DISTRICT (100-100000) (100-100000) (100-100000)

100-100000 (100-100000) (100-100000)

RE: PORTLAND DISTRICT (100-100000) (100-100000) (100-100000)

TO: THE CHIEF, PORTLAND DISTRICT

FROM: DISTRICT ENGINEER

SUBJECT: PORTLAND DISTRICT

100-100000 (100-100000)

100-100000 (100-100000)

RE: PORTLAND DISTRICT (100-100000) (100-100000) (100-100000)

TO: THE CHIEF, PORTLAND DISTRICT

FROM: DISTRICT ENGINEER

SUBJECT: PORTLAND DISTRICT

RE: PORTLAND DISTRICT (100-100000) (100-100000) (100-100000)

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Seattle, Washington
December 3, 1953

717-1

Mr. H. R. Peterson:

Wheeler - Industrial Development of
Section 13

I am attaching print and transparent of District Engineer's map revised October 26, 1953, revised in this office November 5, 1953 to show alignment of spur track to Section 13, near Wheeler, also a transparent of District Engineer's revised profile as of November 5, 1953. Prints of these exhibits will be attached to the agreement covering the grading work.

On the revised map there is shown the location of the two existing irrigation siphons in the vicinity of station 1080 and 1101. The siphon at Station 1080 has been extended across the right of way and no additional work will be required on this siphon in connection with the construction of the east leg of the wye.

[Signature]
Assistant Chief Engineer

JTD:jo

cc: JAY

C. E. E
to see your check
of sign for water openings
in add.

RAS
to file transcripts + note
index no hereon.

UF 403-2

[Signature]





N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

10774. M.

St Paul, December 3, 1953

J T Derrig - Seattle

D-647 In discussing this matter with Mr. Thames he has suggested you take up with Mr. Moore for whatever additional information

you must have at this time. Mr. Thames has discussed with Mr. Moore what he has in mind. P-31

H R Peterson

Seattle, Washington
December 2, 1953

717-1

Mr. J. P. Alsip:

Wheeler - Industrial development of Section 13

I am attaching requisition, JAY #35, my number 99, covering pipe required for construction of spur track leading to Section 13, near Wheeler.

Contractor has been authorized to proceed with the grading work and it is desired to have this pipe delivered with as little delay as possible. Accordingly, I will thank you to sign the attached requisition and forward to Mr. Myers for handling.

I am forwarding advance copy of this requisition to Mr. Myers, together with three sets of 3 prints each of the Bridge Engineers plans referred to in the attached requisition.

J. T. DERRIG

Assistant Chief Engineer

JTD:jo

cc: HRP
LSM
CEE
JAY

666
666
Pls check + advise
if OK.
HRP 12/5

CONFIDENTIAL - SECURITY INFORMATION

SECRET

1. The purpose of this document is to provide information regarding the activities of the [redacted] in the [redacted] area.

2. The information contained herein is classified as [redacted] and is to be controlled in accordance with the [redacted] policy.

3. This document is to be distributed to [redacted] and [redacted] for their information and guidance.

4. The [redacted] is to be maintained in the [redacted] file.

5. [redacted]

6. [redacted]

DEC 5 1953

N. P. 1019
6-24

NORTHERN PACIFIC RAILWAY CO.

GEN'L STOREKEEPER'S REQ. NO. _____

DIVISION _____

JAY #55

SHEET _____

JED #99
ED #Spokane, Wash., December 1, 1953
TO THE PURCHASING AGENT.

F. E. COMPTROLLER'S _____

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED

TO J. A. Young, District Engineer AT Wheeler, Washington

SUPPLIES WILL BE FURNISHED ONLY UPON THE WRITTEN REQUEST OF THE HEADS OF DEPARTMENTS, AND THE OFFICER MAKING THE REQUEST MUST STATE FULLY AND MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED. IF THIS IS NOT DONE THE REQUEST MUST BE RETURNED FOR THE INFORMATION

| ITEM NO. | QUANTITY | DESCRIPTION OF ARTICLES | Total Length | ESTIMATED COST | DELIVERY REQUIRED (DAYS) | FOR WHAT PURPOSE ORDERED | ON HAND AND DUE |
|----------|---------------|---|----------------|----------------|--------------------------|---|-----------------|
| 1 | 22 ✓ | 48" RCP Table II x 6' | 84' | \$ 815 | | Construction of railroad grade for track to Section 13 near Wheeler, Washington | |
| | 22 | 48" RCP Table II x 6' | 84' | 815 | | | |
| 3 | 6 ✓ | 24" RCP Table II x 6' 3" | 36' | 120 | | | |
| 4 | 2 ✓ | 24" RCP Table I x 6' 3" | 12' | 40 | | | |
| 5 | 2 | 24" RCP Table I x 4' | 8' | 25 | | | |
| 6 | 32 ✓ | 12" RCP Table I x 6' 3" | 192' | 220 | | | |
| 7 | 3 ✓ | 12" RCP Table I x 4' 3" | 12' | 15 | | | |
| 8 | 12 | 48" RCP Table II 7½° Ells ✓ | | 160 | | 24" = 40' / LF | |
| 9 | 6 | 24" RCP Table II 7½° Ells ✓ | | 65 | | | |
| 10 | 1 | 48" CMP #8 Ga. x 22' | 22' | 380 | | | |
| 11 | 3 | 48" CMP #8 Ga. x 20' | 160' | 2750 | | | |
| 12 | 1 | 36" CMP #10 Ga. x 20' | 20' | 220 | | | |
| 13 | 4 | 36" CMP #10 Ga. x 16' | 64' | 700 | | | |
| 14 | 1 | 24" CMP #12 Ga. x 24' | 24' | 145 | | - siphon | |
| 15 | 5 | 24" CMP #12 Ga. x 12' | 60' | 380 | | - 4 pie siphon | |
| 16 | 2 | 24" CMP #12 Ga. x 10' | 20' | 120 | | | |
| 17 | 1 | 18" CMP #14 Ga. x 20' | 20' | 70 | | - siphon | |
| 18 | 3 | 18" CMP #14 Ga. x 14' | 42' | 150 | | | |
| 19 | 4 | 18" CMP #14 Ga. x 8' | 32' | 110 | | - siphon | |
| 20 | 2 | 24" CMP #12 Ga. 30° Ells | | 55 | | - siphon | |
| 21 | 2 | 18" CMP #14 Ga. 30° Ells | | 35 | | - siphon | |
| 22 | 6 | 48" CMP Std. Band Couplers x 24" ^{12"} | 210 | | | | |
| 23 | 4 | 36" CMP Std. Band Couplers x 24" ^{12"} | 90 | | | | |
| 24 | 2 | 24" CMP Std. Band Couplers x 24" ^{12"} | 25 | | | | |
| 25 | 6 | 24" CMP Water Tight Couplers with gaskets | | 90 | | | |
| 26 | 2 | 18" CMP Water Tight Couplers with gaskets x 24" 12" | | 15 | | | |
| 27 | 6 ✓ | 18" CMP Water Tight Couplers with gaskets x 12" | | 50 | | | |



NORTHERN PACIFIC RAILWAY CO.

GEN'L STOREKEEPER'S REQN. NO. _____

DIVISION

JAY #35

SHEET

JTD #99
ED #

* F. E. COMPTROLLER'S

Spokane, Wash., December 1, 1933

TO THE PURCHASING AGENT.

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED

TO J. A. Young, District Engineer AT Wheeler, Washington

SUPPLIES WILL BE FURNISHED ONLY UPON THE WRITTEN REQUISITION OF THE HEADS OF DEPARTMENTS, AND THE OFFICER MAKING THE REQUISITION MUST STATE FULLY AND MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED. IF THIS IS NOT DONE THE REQUISITION MUST BE RETURNED FOR THE INFORMATION

| ITEM NO. | QUANTITY | DESCRIPTION OF ARTICLES | ESTIMATED COST | DELIVERY REQUIRED (DAYS) | FOR WHAT PURPOSE ORDERED | ON HAND AND DUE |
|---|------------------|--|----------------|--------------------------|--------------------------|-----------------|
| 28 | 32 ¹⁶ | 48" Rubber Gaskets (Tylox or Flexlock) | \$ 105 | | | |
| 29 | 15 ⁷ | 24" Rubber Gaskets (Tylox or Flexlock) | 40 | | | |
| 30 | 2 | 18" C.M.P. Std. band couplers | | | | |
| Notes: All concrete pipe shall be circular, with circular reinforcement. Inspection at plant by G. R. Hopkins. | | | | | | |
| Note: All concrete pipe shall conform to A.S.T.M. C-78-41 - Specifications. All corrugated metal pipe is to be conform to N.P.Ry. Spec E-133A & to be bituminous coated, close riveted and soldered. Except siphon pipe to be close riveted and soldered and bituminous coated. | | | | | | |
| Following Plans Attached: | | | | | | |
| Bridge Engineer's Plans | | | | | | |
| 93355 (3 prints) | | | | | | |
| 93356 (3 ") | | | | | | |
| 93357 (3 ") | | | | | | |
| Inspection of C.M.P. by L.O. Hanson | | | | | | |
| Engr. of Tests | | | | | | |
| <u>LOCAL PURCHASE</u> | | | | | | |
| Item to have 2 lines of circular reinforcement | | | | | | |
| Washed sand & washed aggregate must be used | | | | | | |
| in the manufacture of the RCP | | | | | | |
| when pipe is ready for fabrication, notify | | | | | | |
| H.R. Peterson, Chief Engineer, so that an inspection | | | | | | |
| can be made. | | | | | | |
| cc-HRP(1) JTD(2) PH(1) LDS(1) FCT(1) LSM(1) WDO(2) File(1) | | | | | | |

J. F. DERRIG

Asst. Chief Engineer

Chief Engineer

J. A. YOUNG

District Engineer

APPROVED

OFFICE OF
ASST. CHIEF ENGR.
DEC 2 1953
N. P. RY. CO.
SEATTLE, WASH.

N. P. 1019
6-24

NORTHERN PACIFIC RAILWAY CO.

GEN'L STOREKEEPER'S REQ. NO. _____

DIVISION

JAY #35

SHEET

JTD #99
ED #

* F. E. COMPTROLLER'S _____

Spokane, Wash., December 7, 1953

TO THE PURCHASING AGENT.

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED

TO J. A. Young, District Engineer AT Wheeler, Washington

SUPPLIES WILL BE FURNISHED ONLY UPON THE WRITTEN REQUESTION OF THE HEADS OF DEPARTMENTS, AND THE OFFICER MAKING THE REQUESTION MUST STATE FULLY AND MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED. IF THIS IS NOT DONE THE REQUESTION MUST BE RETURNED FOR THE INFORMATION.

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|----------|----------|---|--------------|----------------|--------------------------|---|-----------------|
| 1 | 22 | 48" RCP Table II x 6' | 84' | \$ 815 | | Construction of railroad grade for track to Section 13 near Wheeler, Washington | |
| 2 | 6 | 48" RCP Table II x 6' | 48' | 230 | | | |
| 3 | 6 | 24" RCP Table II x 6' | 36' | 120 | | | |
| 4 | 2 | 24" RCP Table I x 6' | 12' | 40 | | | |
| 5 | 2 | 24" RCP Table I x 4' | 8' | 25 | | | |
| 6 | 32 | 12" RCP Table I x 6' | 192' | 220 | | | |
| 7 | 3 | 12" RCP Table I x 4' | 12' | 15 | | | |
| 8 | 12 | 48" RCP Table II 7 1/2° Ells | | 160 | | | |
| 9 | 6 | 24" RCP Table II 7 1/2° Ells | | 65 | | | |
| 10 | 1 | 48" CMP #8 Ga. x 22' | 22' | 380 | | | |
| 11 | 8 | 48" CMP #8 Ga. x 20' | 160' | 2750 | | | |
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| 14 | 1 | 24" CMP #12 Ga. x 24' | 24' | 145 | | | |
| 15 | 5 | 24" CMP #12 Ga. x 12' | 60' | 360 | | | |
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| 20 | 2 | 24" CMP #12 Ga. 30° Ells | | 55 | | | |
| 21 | 2 | 18" CMP #14 Ga. 30° Ells | | 35 | | | |
| 22 | 6 | 48" CMP Std. Band Couplers x 24" | | 210 | | | |
| 23 | 4 | 36" CMP Std. Band Couplers x 24" | | 90 | | | |
| 24 | 2 | 24" CMP Std. Band Couplers x 24" | | 25 | | | |
| 25 | 6 | 24" CMP Water Tight Couplers with gaskets | | 80 | | | |
| 26 | 2 | 18" CMP Water Tight Couplers with gaskets x 24" | | 15 | | | |
| 27 | 6 | 18" CMP Water Tight Couplers with gaskets | | 50 | | | |



N. P. 1019
6-24

Page 2

NORTHERN PACIFIC RAILWAY CO.

GEN'L STOREKEEPER'S RECN. NO.

DIVISION

SHEET

* F. E. COMPTROLLER'S

Spokane, Wash., December 1, 53

TO THE PURCHASING AGENT.

10

J. A. Young, District Engineer

AT

Wheeler, Washington

THE FOLLOWING ARTICLES ARE REQUIRED FOR RAILWAY COMPANY'S USE, AND SHOULD BE DELIVERED

SUPPLIES WILL BE FURNISHED ONLY UPON THE WRITTEN REQUISITION OF THE HEADS OF DEPARTMENTS, AND THE OFFICER MAKING THE REQUISITION MUST STATE FULLY AND MINUTELY WHERE AND FOR WHAT PURPOSE THE ARTICLES ORDERED ARE TO BE USED. IF THIS IS NOT DONE THE REQUISITION MUST BE RETURNED FOR THE INFORMATION

| ITEM NO. | QUANTITY | DESCRIPTION OF ARTICLES | ESTIMATED COST | DELIVERY REQUIRED (DAYS) | FOR WHAT PURPOSE ORDERED | ON HAND AND DUE |
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| 28 | 32 | 48" Rubber Gaskets (Tylox or Flexlock) | \$ 105 | | | |
| 29 | 15 | 24" Rubber Gaskets (Tylox or Flexlock) | 40 | | | |
| <p>Note: All concrete pipe shall be circular with circular reinforcement.
Inspection at plant by G. R. Hopkins.</p> <p>Note: All concrete pipe shall conform to A.S.T.M. C-76-41 - Specifications. All corrugated metal pipe is to be bituminous coated, close riveted and soldered.</p> <p>Following Plans Attached:</p> <p>Bridge Engineer's Plans
 93355 (3 prints)
 93356 (3 ")
 93357 (3 ")</p> <p><u>LOCAL PURCHASE</u></p> | | | | | | |



NP95CF EB SEATTLE 1 115P

H R PETERSON STP

WILL YOU PLEASE ARRANGE TO HAVE SHOWN ON YOUR PLAN SCALE 200 FT
TO THE INCH DATED SEPTEMBER 18TH PROPOSED DEVELOPMENT OF SECTION 13
WHEELER BLOCK AND LOT NUMBERS SO THAT PARCELS OF PROPERTY CAN BE
DESCRIBED AND SHOWN TO INDUSTRIES FORWARDING REVISED TRANSPARENT
TO BOTH YOUNG AND ME D-647

J T DERRIG.

RAS
Please see me with
HRP 12/1
N. P. Young drawing

RY. ST. PAUL
TELEGRAPH OFFICE
1953 DEC 1 PM 3 36

10774
3