



Northern Pacific Railway Company.
Engineering Department Records.

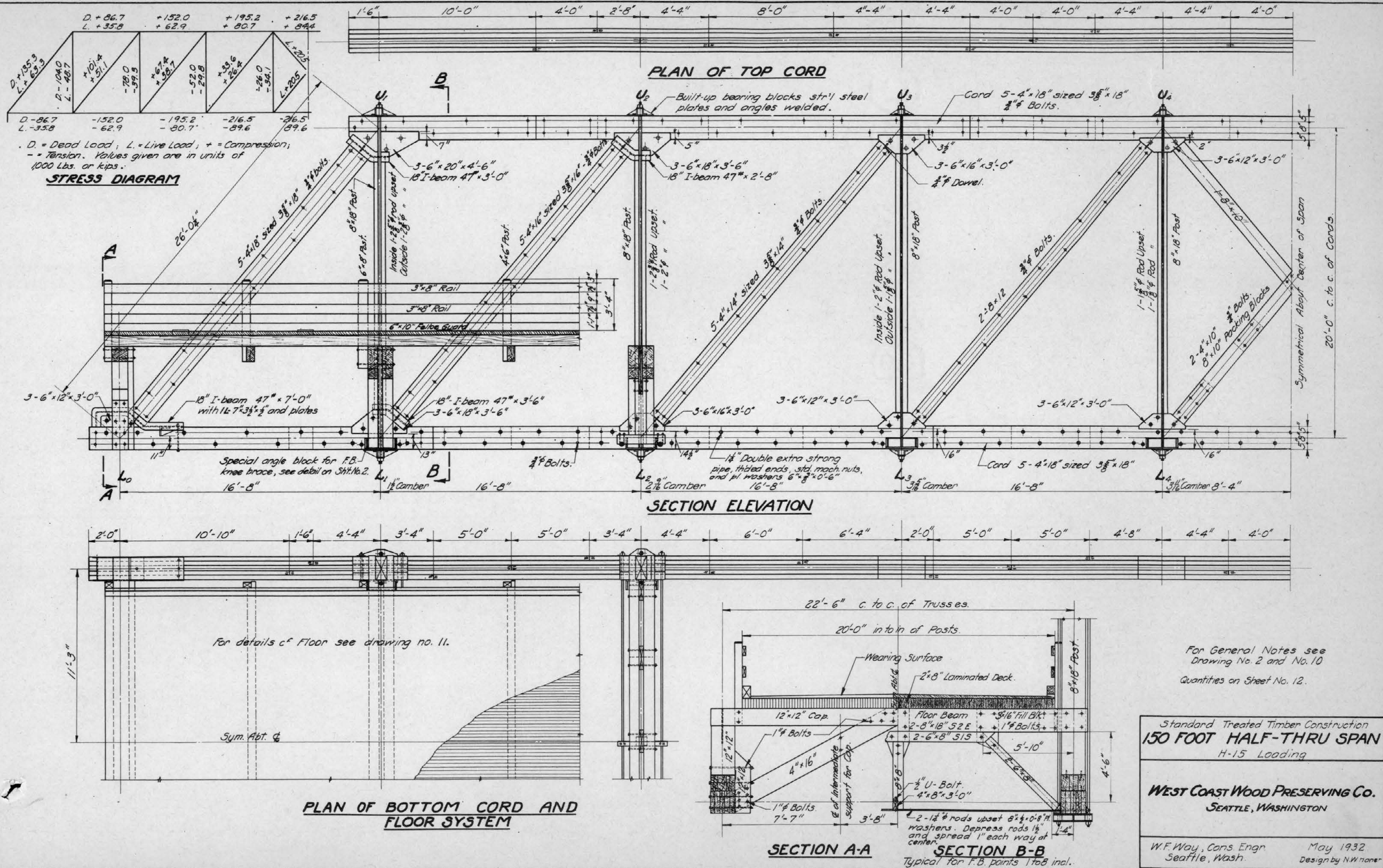
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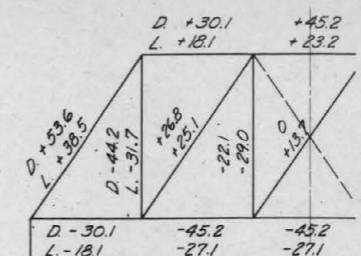
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Suggestions for . . .

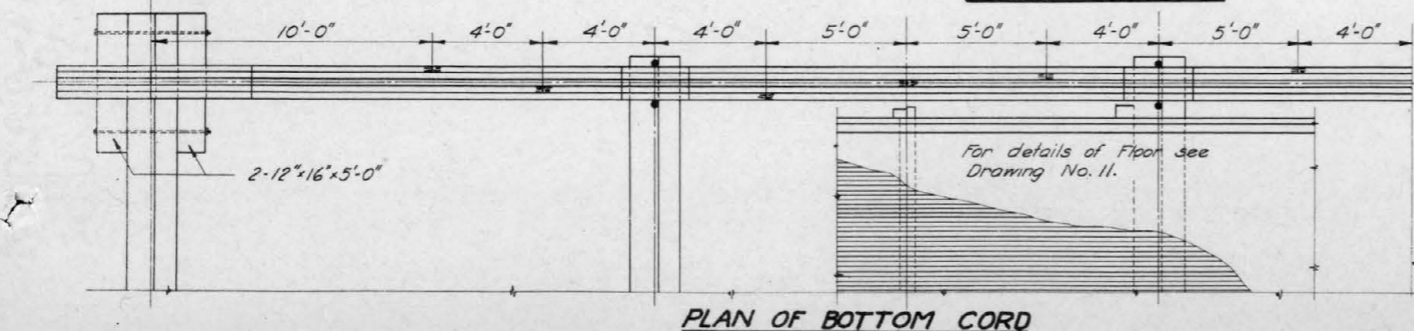
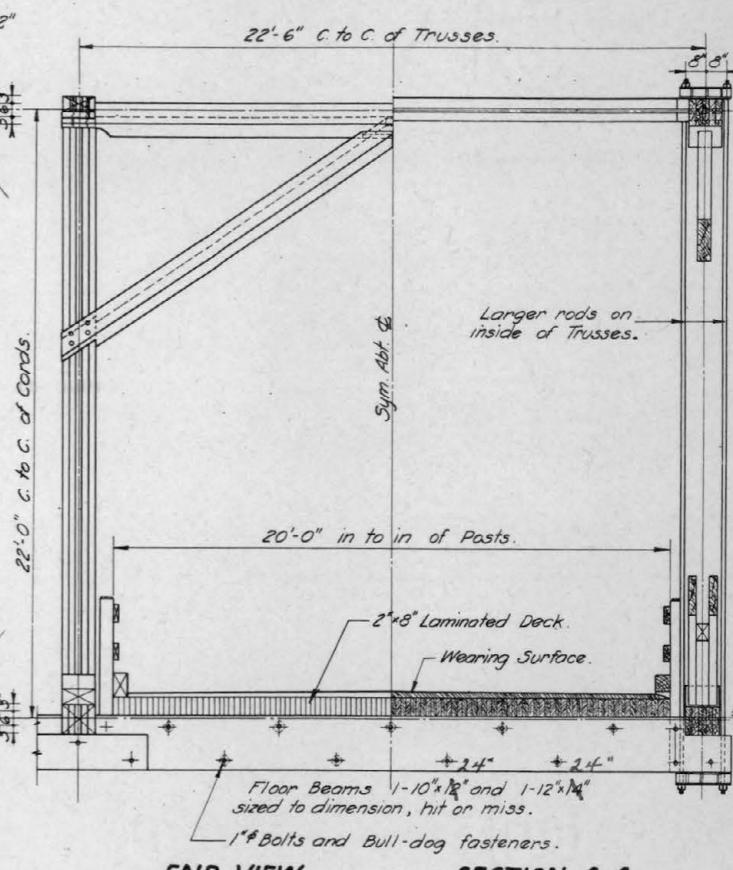
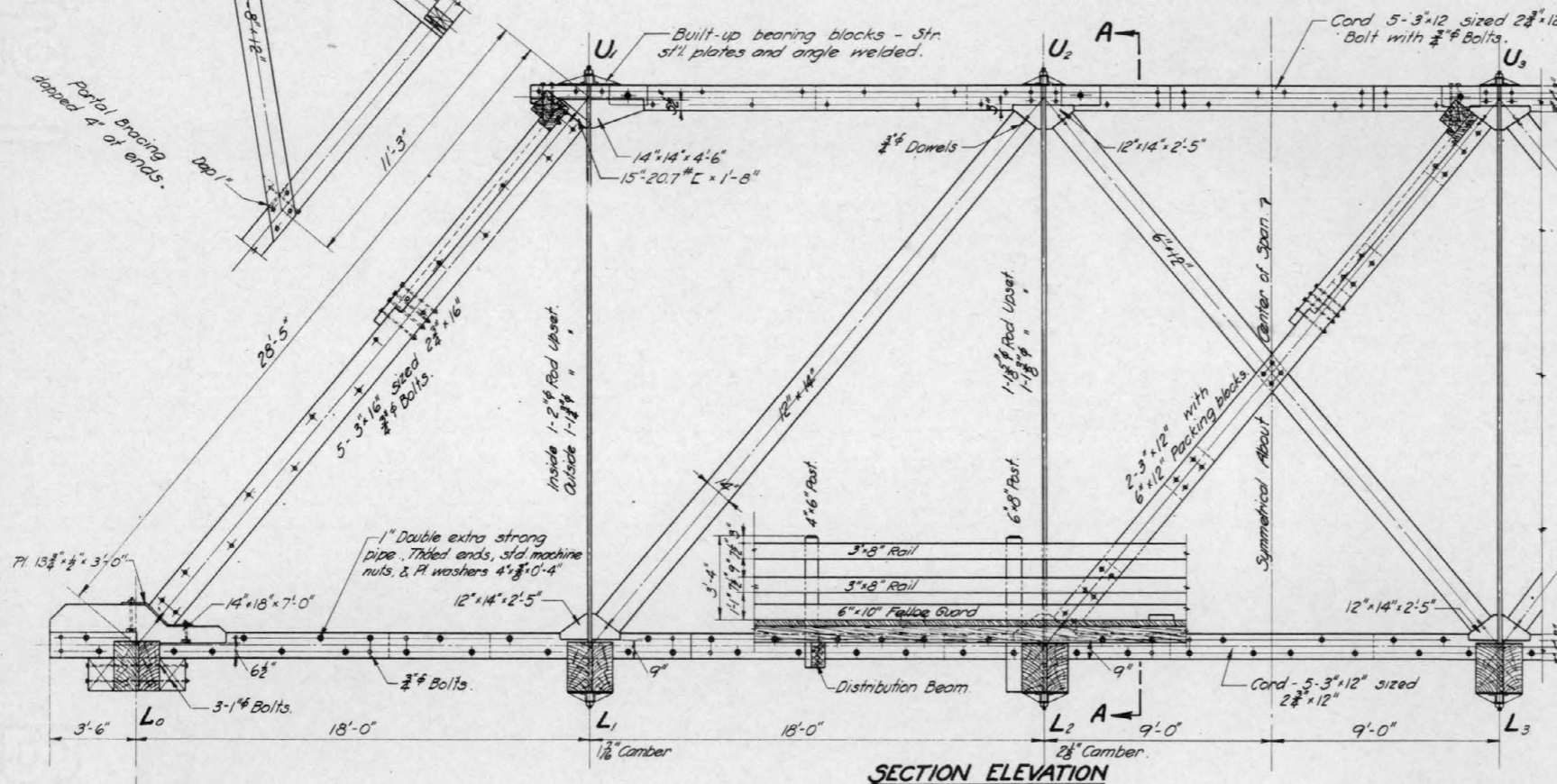
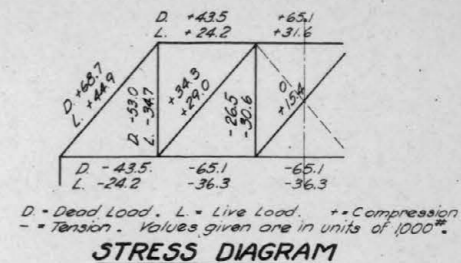
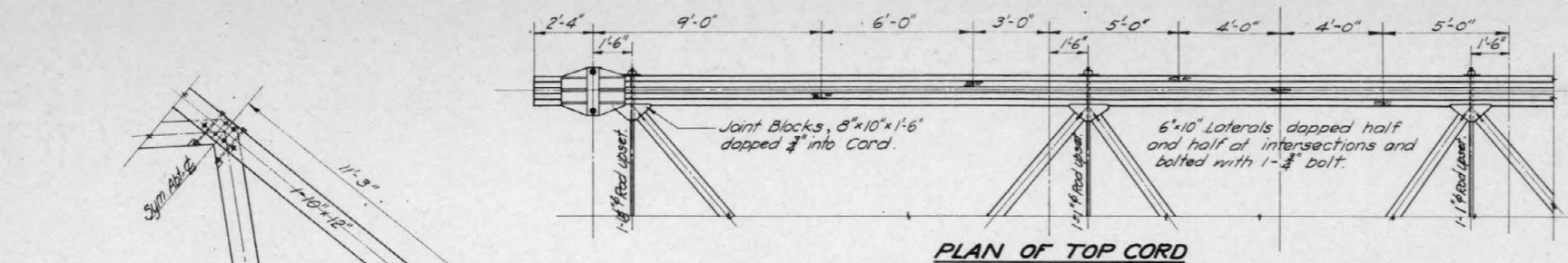
**TREATED TIMBER
STRUCTURES**

West Coast Wood Preserving Co.
Seattle, Washington






Scale Diagram 0 1 2 3 4 5 6 Feet.



- ### General Notes

1. Design in accordance with the "Standard Specifications for Highway Bridges," of the A.A.S.H.O. Maximum fiber stress in bending 1400 $\frac{\text{psi}}{\text{in}^2}$. Structure not figured for impact.
2. All timber, excepting railings and rail posts, to be pressure creosoted as per specification. Truss members and floor beams shall be incised before creosote treatment.
3. All truss members to be sized four sides, hit or miss excepting where shown otherwise.
4. Floor beams may be crowned if a uniform thickness of wearing surface is desired.
5. Floor beams may be extended to carry a sidewalk on the outside of the trusses.
6. Joint blocks to be select dense structural Douglas Fir.
7. Camber to be obtained by increasing length of top cord.
8. Bolts not otherwise shown to be $\frac{3}{4}$ " mild malleable washers.

Scale Diagram  Feet.

END VIEW

SECTION A-A

See Quantities on Sheet No. 13.

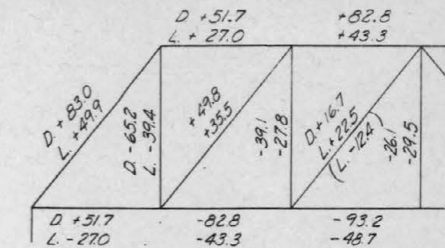
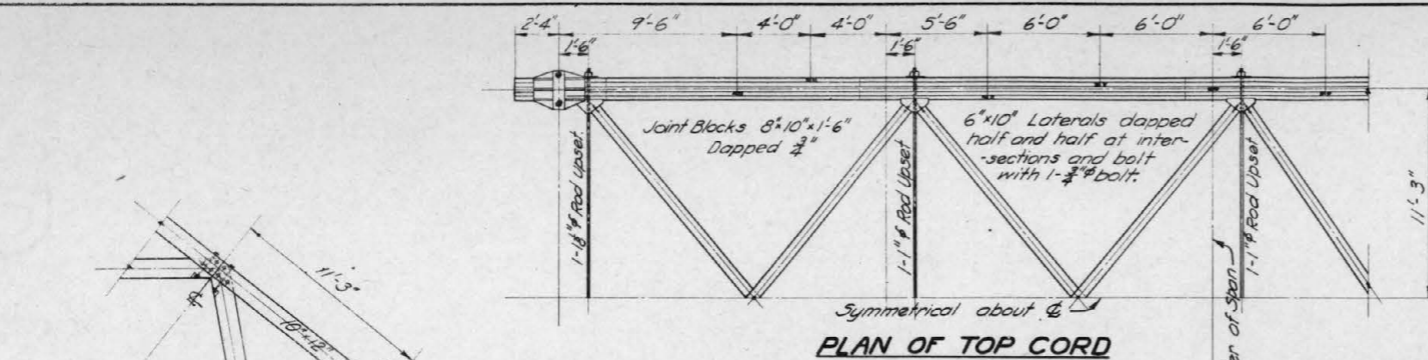
Standard Treated Timber Construction
90 FOOT THRU SPAN
H-15 Loading

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

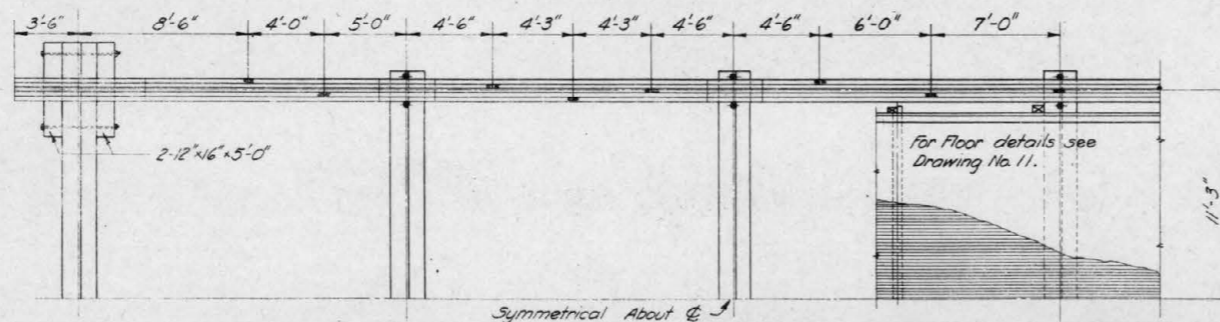
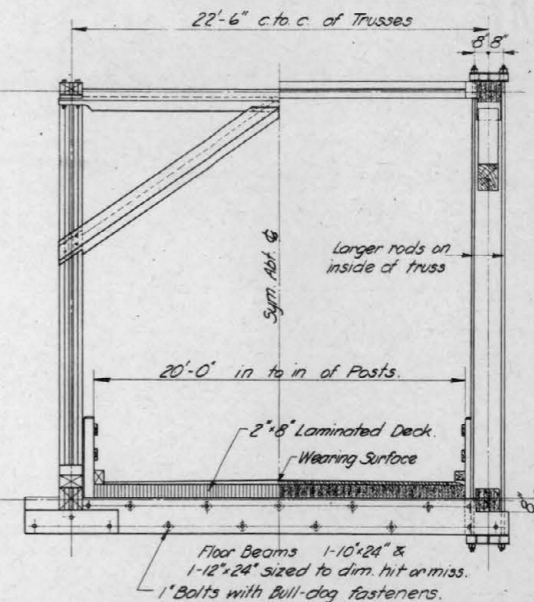
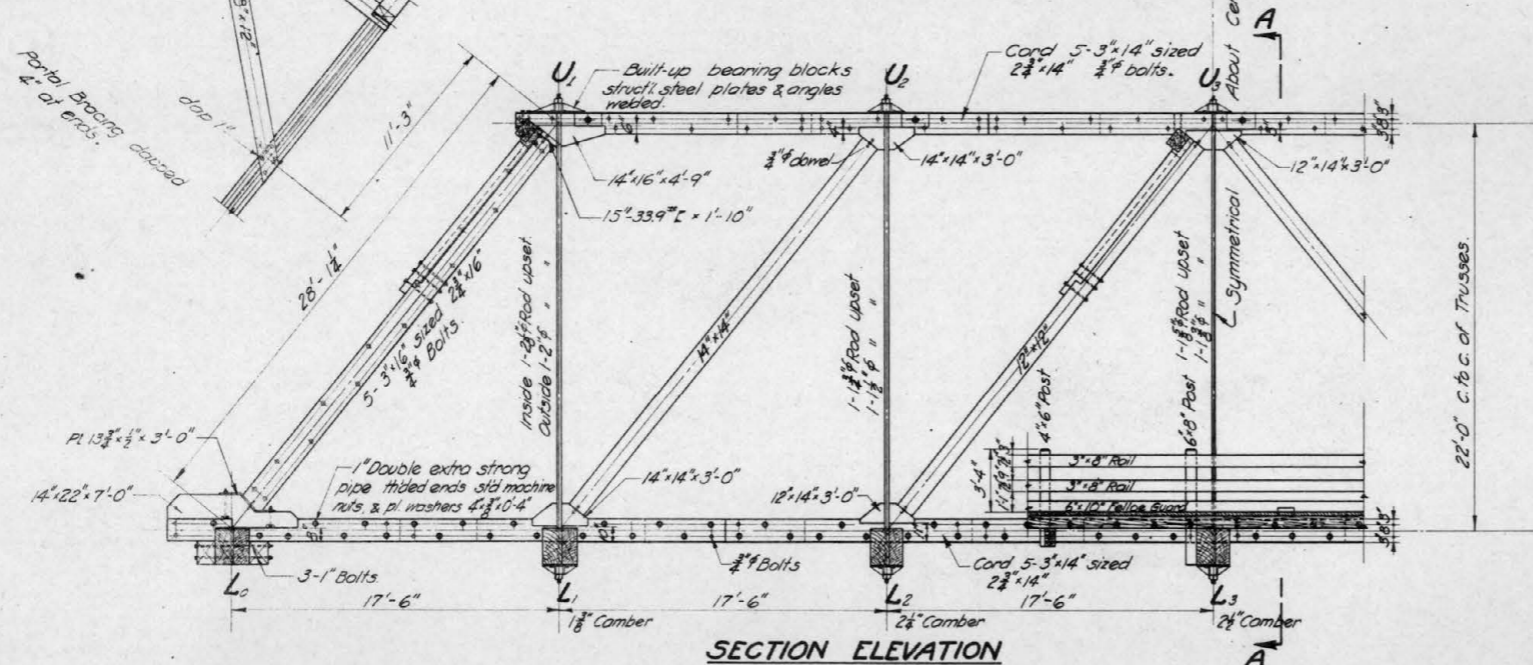
W. F. Way, Cons. Engr.
Seattle, Wash.

April 1932.
Design by N.W. Harner.

Drawing No. 5



STRESS DIAGRAM



General Notes

- Design in accordance with the "Standard Specifications for Highway Bridges" of the A.A.S.H.O. Maximum fiber stress in bending 1400 psi. Structure not figured for impact.
- All timber, excepting railings and rail posts, to be pressure creosoted as per specification. All truss members and floor beams shall be incised before the creosote treatment.
- All truss members to be sized four sides hit or miss excepting where shown otherwise.
- Floor beams may be crowned if a uniform thickness of wearing surface is desired.
- Floor beams may be extended to carry a sidewalk on the outside of trusses.
- Joint blocks to be select dense structural Douglas Fir.
- Camber to be obtained by increasing length of top cord.
- Bolts not otherwise shown to be 3/4" with malleable washers.

0 1 2 3 4 5 6 Feet

Scale Diagram

See Quantities on Sheet No. 13.

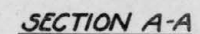
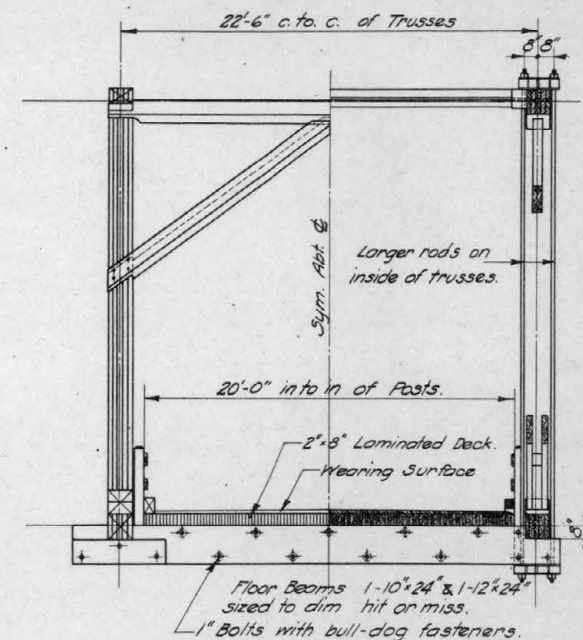
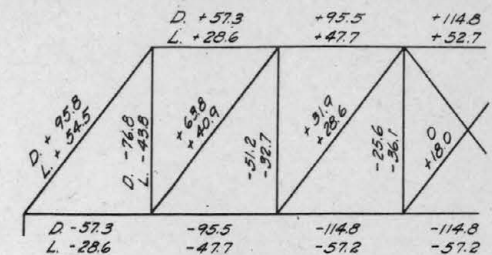
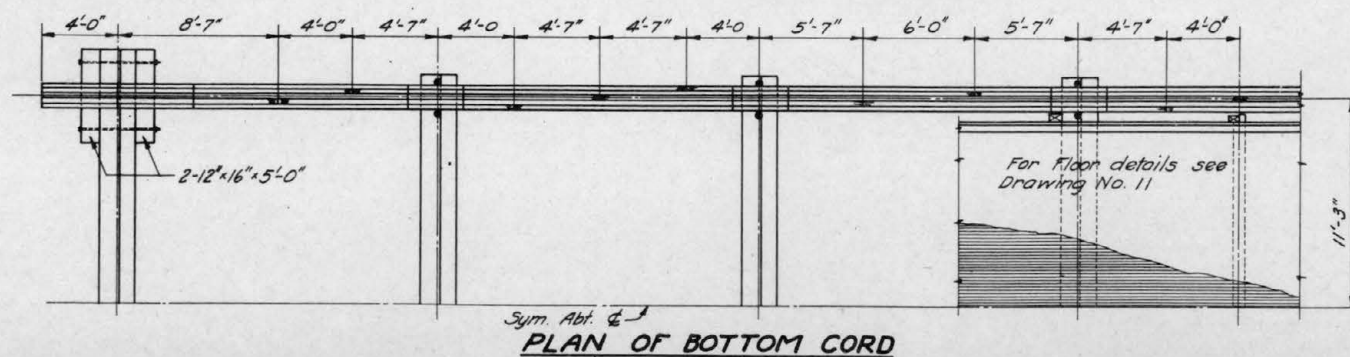
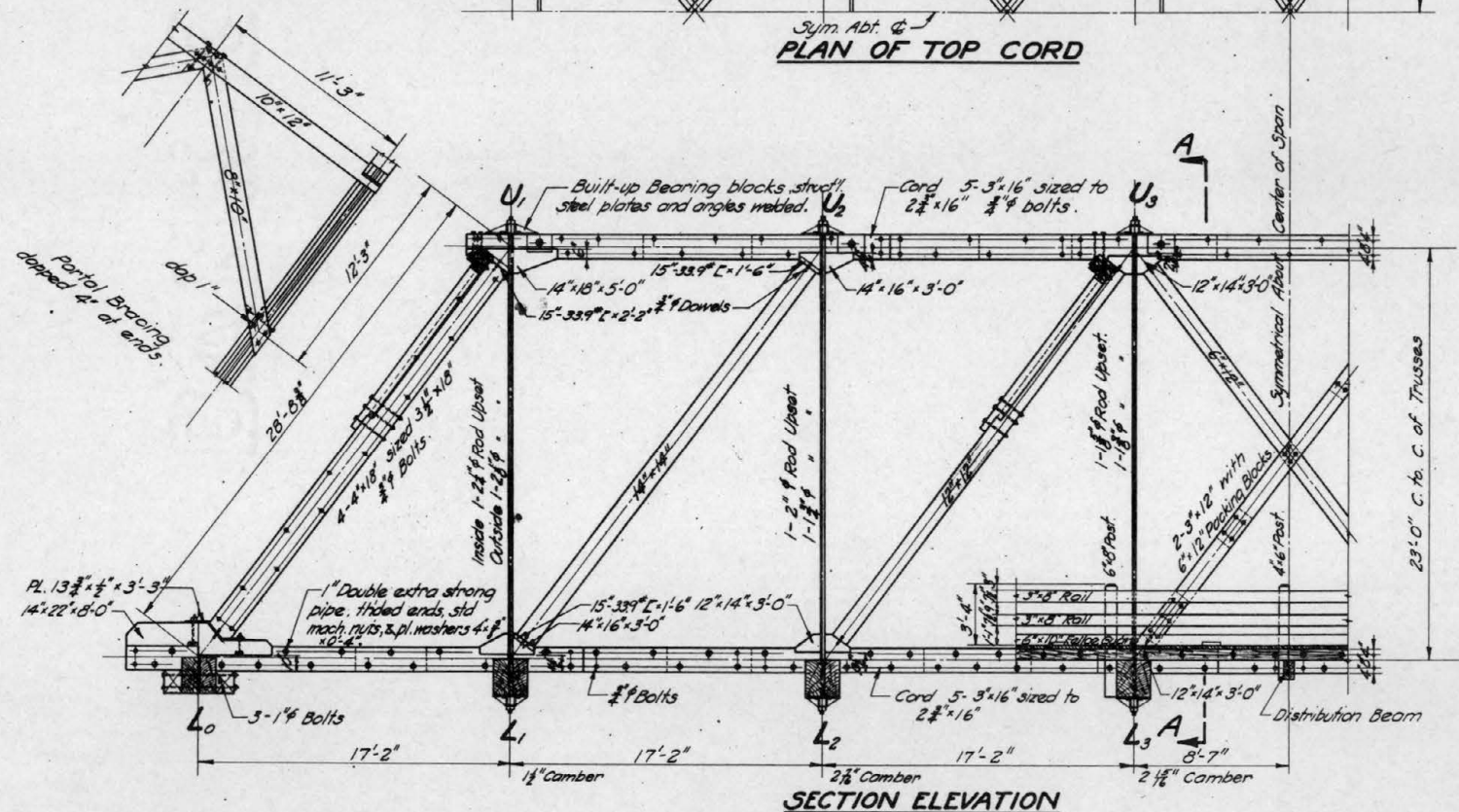
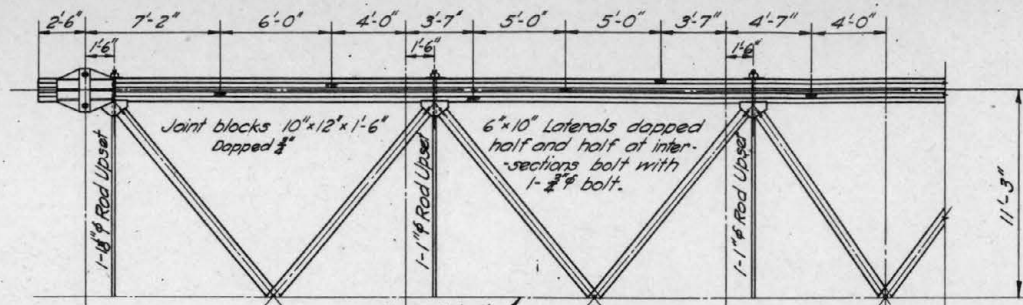
Standard Treated Timber Construction
105 FOOT THRU SPAN
H-15 Loading

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

W. F. Way, Cons Engr
Seattle, Wash.

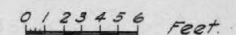
April 1932
Design by N.W. Horen

Drawing No. 6.



General Notes

1. Design in accordance with the "Standard Specifications for Highway Bridges," of the A.A.S.H.O. "Maximum Fiber Stress in bending 14007 psi." Structure not figured for Impact.
2. All timber, excepting railings and rail posts, to be pressure creosoted as per specification.
3. All truss members & floor beams shall be incised before the creosote treatment.
3. All truss members to be sized four sides hit or miss excepting where shown otherwise.
4. Floor beams may be crowned if a uniform thickness of wearing surface is desired.
5. Floor beams may be extended to carry a sidewalk on the outside of trusses.
6. Joint blocks to be select dense structural Douglas Fir.
7. Camber to be obtained by increasing length of top cord.
8. Bolts not otherwise shown to be $\frac{3}{4}$ " with malleable washers.



Scale Diagram.

See Quantities on Sheet No. 13.

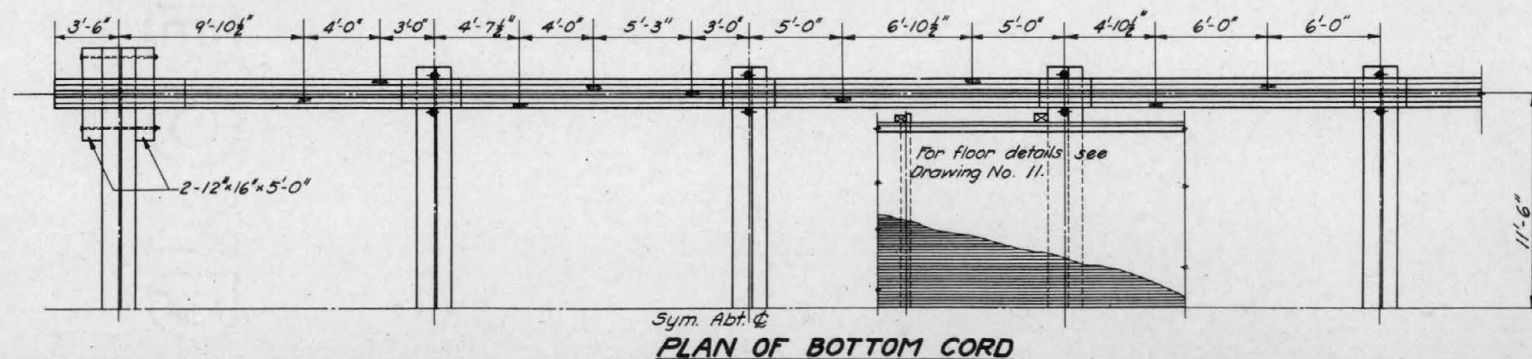
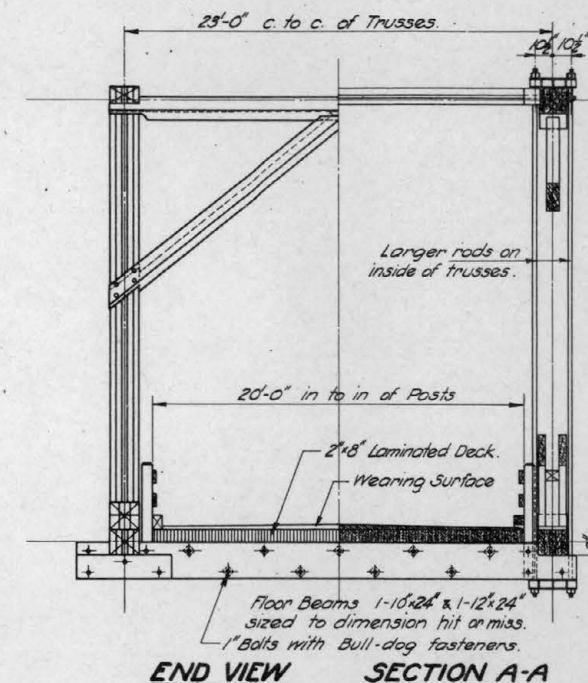
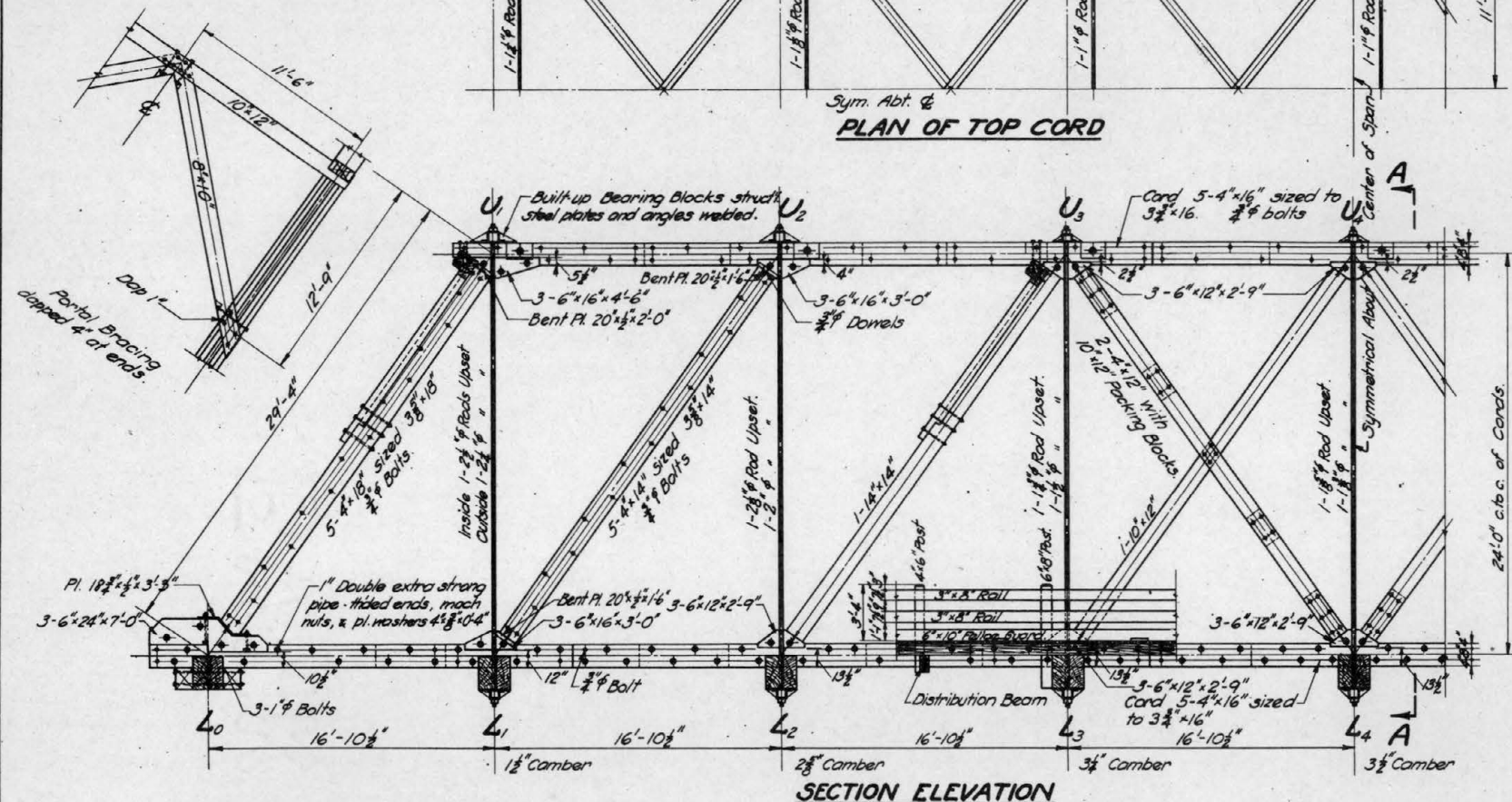
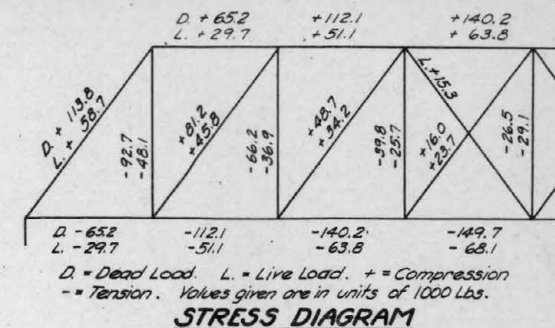
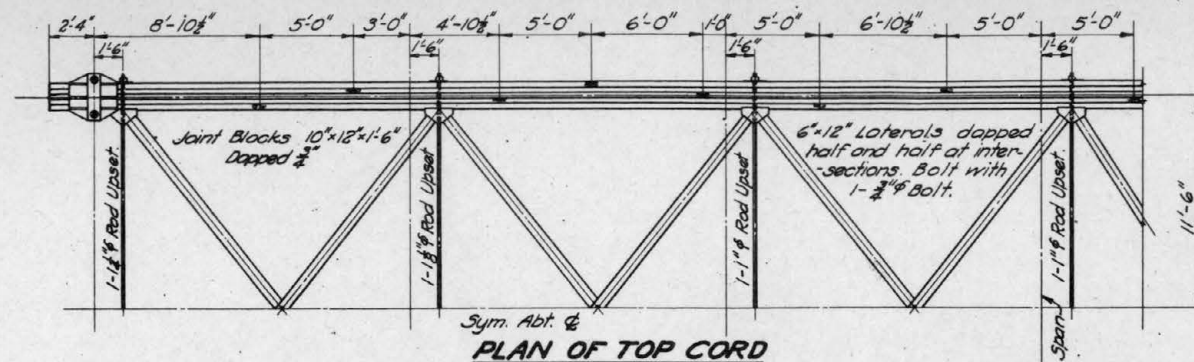
Standard Treated Timber Construction
120 FOOT THRU SPAN
H-15 Loading

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

W.F. Way, Cons. Engr.
Seattle, Wash.

April, 1932.
Design by N.W. Honer.

Drawing No. 7.



General Notes

1. Design in accordance with the "Standard Specifications for Highway Bridges," of the A.A.S.H.O. "Box girder stress in bending," 1400 C. Structure not figured for impact.
2. All timber, excepting railings and rail posts, to be pressure creosoted as per specification. All truss members and floor beams shall be incised before the creosote treatment.
3. All truss members to be sized four sides hit or miss, excepting where shown otherwise.
4. Floor beams may be crowned if a uniform thickness of wearing surface is desired.
5. Floor beams may be extended to carry a superload in the vicinity of trusses.
6. Joint blocks to be solid dense structural Douglas Fir.
7. Camber to be obtained by increasing length of top cord.
8. Bolts not shown to be 3" with malleable washers.

0 1 2 3 4 5 6 Feet.

Scale Diagram.

See Quantities on Sheet No. 13.

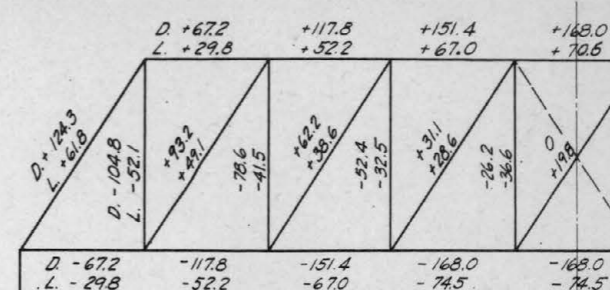
Standard Treated Timber Construction
135 FOOT THRU SPAN
H-15 Loading

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

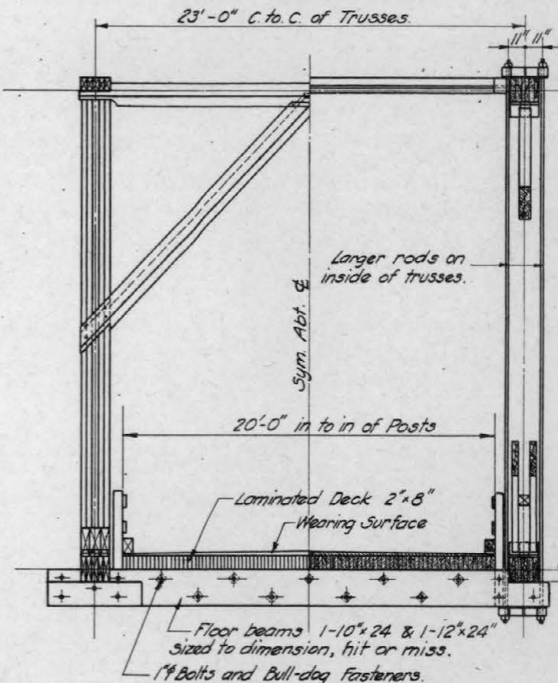
W.F. Way, Cons. Engr.
Seattle, Wash.

April 1932.
Design by N.W. Harner

Drawing No. 8.



STRESS DIAGRAM



END VIEW

SECTION A-A

General Notes.

- | | |
|--|---|
| <ol style="list-style-type: none"> Design in accordance with the "Standard Specifications for Highway Bridges," of the A.A.S.H.O. Maximum fiber stress in bending $1400"/p"$. Structure not figured for impact. All timber excepting railings and rail posts to be pressure creosoted as per specification. All truss members and floor beams shall be incised before the creosote treatment. All truss members to be sized, edges sized hit or miss. Floor beams may be crowned if a uniform thickness of wearing surface is desired. Joint blocks to be select dense structural Douglas Fir. Laminated block to be bolted together with pipe fasteners same as for bottom cord, as indicated. Floor beams may be extended to carry a sidewalk on the outside of trusses. Camber to be obtained by increasing length of top cord. Bolts not otherwise shown to be $\frac{3}{4}"$ with malleable washers. <p>See Quantities on Sheet No. 14.</p> | <p>Standard Treated Timber Construction.</p> <p>150 FOOT THRU SPAN</p> <p>H-15 Loading</p> |
| | <p>WEST COAST WOOD PRESERVING CO.</p> <p>SEATTLE, WASHINGTON</p> |
| | <p>W.F. Way, Cons. Engr.
Seattle, Wash.</p> <p>March 1932.
Design by J.W. Hagen</p> |

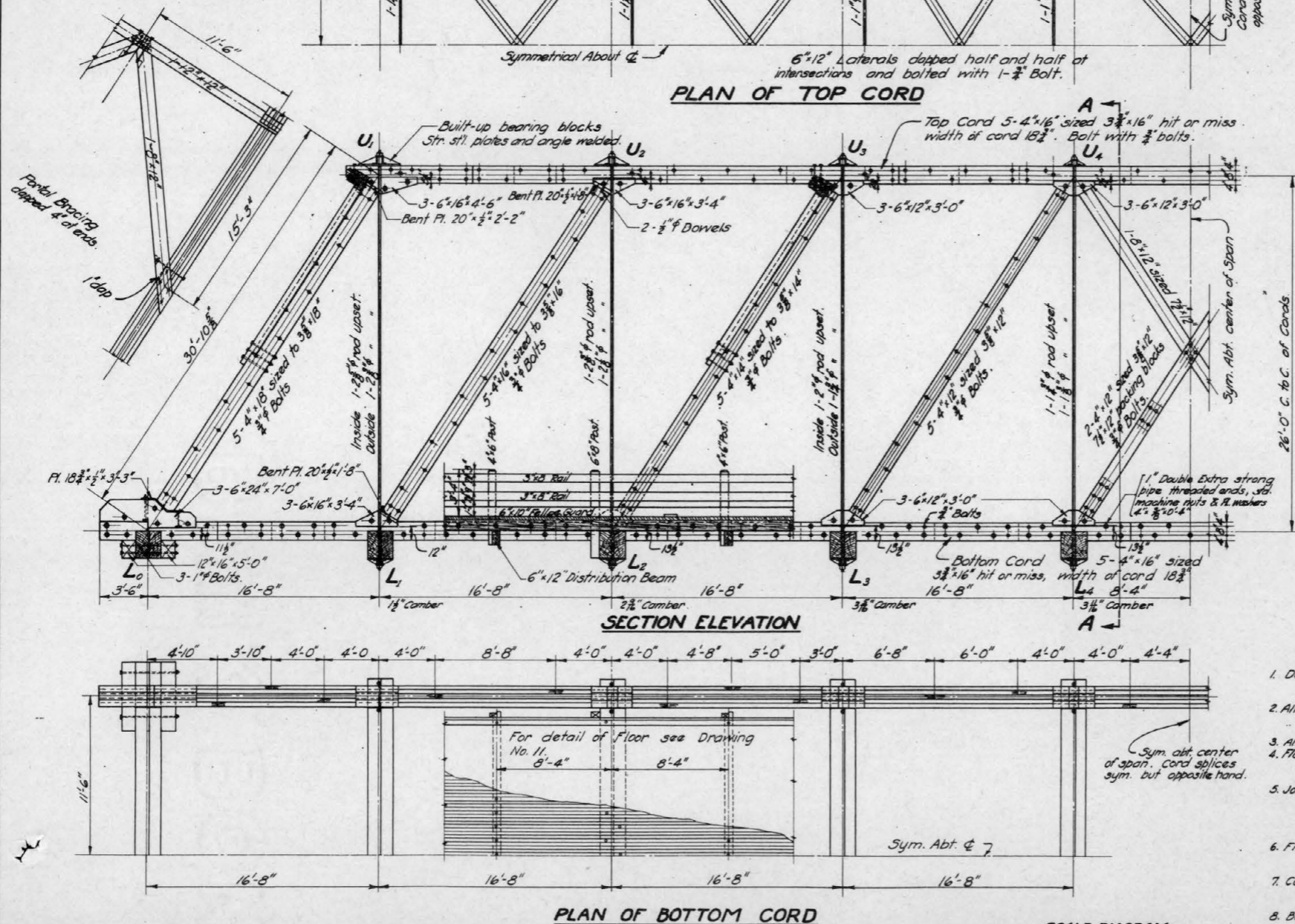
Standard Treated Timber Construction
150 FOOT THRU SPAN
H-15 Loading

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

W.F. Way, Cons. Engr.
Seattle, Wash.

March 1932.
Design by N.W. Haner

Drawing No. 9.



SCALE DIAGRAM
0 1 2 3 4 5 6 7 8
FEET

TABLE OF STRESSES

+ = Compression, - = Tension

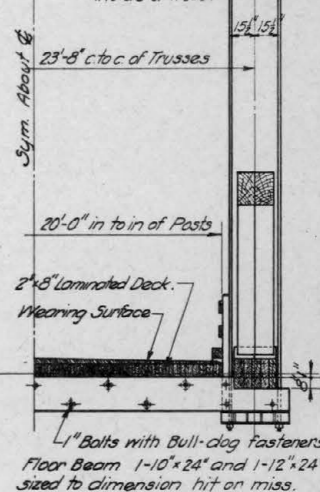
Member	Stress in Kips		
	Dead L.	Live L.	Total L.
U ₁ U ₂	+95.0	+38.2	+133.2
U ₂ U ₃	+173.0	+69.4	+242.4
U ₃ U ₄	+233.0	+93.5	+326.5
U ₄ U ₅	+276.0	+111.1	+387.1
U ₅ U ₆	+301.0	+121.2	+422.2
L ₀ L ₁	-95.0	-38.2	-133.2
L ₁ L ₂	-173.0	-69.4	-242.4
L ₂ L ₃	-233.0	-93.5	-326.5
L ₃ L ₄	-276.0	-111.1	-387.1
L ₄ L ₅	-301.0	-121.2	-422.2
L ₅ L ₆	-308.5	-124.5	-433.0
L ₀ U ₁	+176.0	+77.6	+253.6
L ₁ U ₂	+144.0	+66.0	+210.0
L ₂ U ₃	+112.0	+55.2	+167.2
L ₃ U ₄	+80.0	+44.8	+124.8
L ₄ U ₅	+48.0	+35.2	+83.2
L ₅ U ₆	+16.0	+28.2	+44.2
L ₆ U ₆	0	+21.1	+21.1
L ₁ U ₁	-149.2	-65.4	-213.6
L ₂ U ₂	-121.2	-55.6	-176.8
L ₃ U ₃	-94.3	-46.5	-140.8
L ₄ U ₄	-67.3	-38.1	-105.4
L ₅ U ₅	-40.3	-30.3	-70.6
L ₆ U ₆	-26.9	-29.1	-56.0

PLAN OF TOP CORD

SECTION ELEVATION

PLAN OF BOTTOM CORD

Longer rods on inside of Truss



0 1 2 3 4 5 6 Feet.

Scale Diagram

See Quantities on Sheet No. 14.

Standard Treated Timber Construction
200 FOOT THRU SPAN
H-15 Loading

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

W.F. Way, Cons. Engr.
Seattle, Wash.

May 1932
Design by N.W. Renner

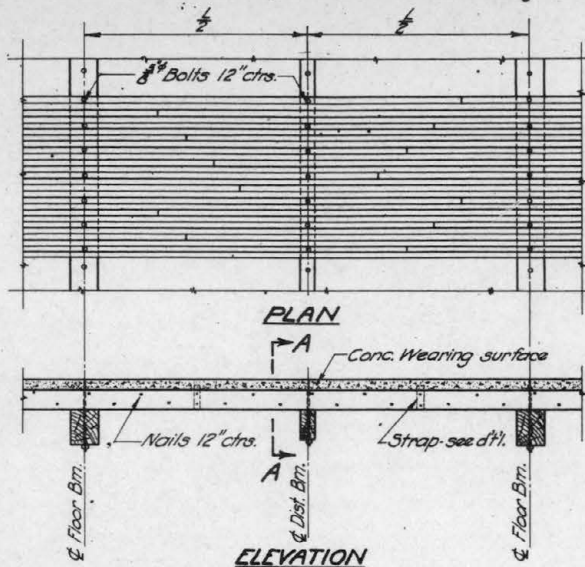
Drawing No. 10.

General Notes

- Design in accordance with the "Standard Specifications for Highway Bridges" of the A.A.S.H.O. Maximum fiber stress in bending 1400 psi. Structure not figured for impact.
- All timber, excepting railings and rail posts to be pressure creosoted as per specification. All truss members and floor beams shall be incised before creosote treatment.
- All truss members to be sized four sides hit or miss, excepting where shown otherwise.
- Floor beams may be crowned if a uniform thickness of wearing surface is desired.
- Floor beams may be extended to carry a sidewalk on the outside of trusses.
- Joint blocks to be select dense structural Douglas Fir.
- Comber to be obtained by increasing length of top cord.
- Bolts not shown to be 3/4" with malleable washers.

TYPE-A LAMINATED TIMBER FLOOR SPANS

Laminations parallel to & of Roadway



SECTION A-A

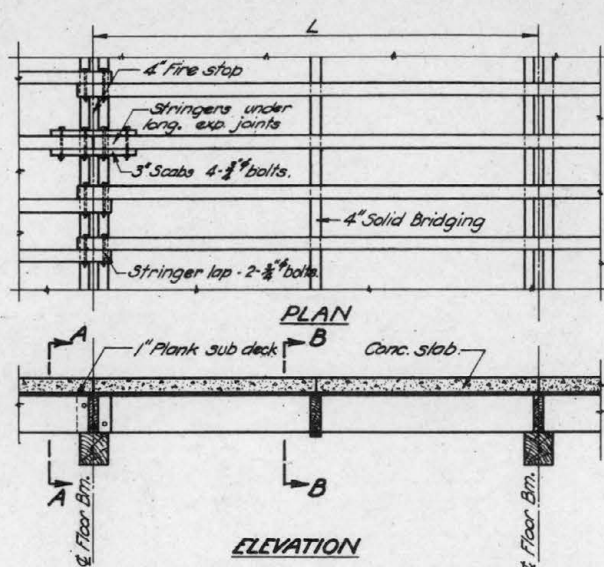
NOTES:

- Laminations are considered to be 2" thick, since the nailing is more effective for the thinner pieces. Laminations to be used rough when concrete or mastic wearing surface is used. When plank is used the laminations must be S1E. Action of laminated timber slab is continuous. Joints to be made within 1'-6" of the quarter points of the spans, staggering joints as indicated. Span lengths for different depths of laminations are as follows:

For H-15 Loading. (Spans refer to length "L")		
6"	rough	spans up to 10'-6"
6"	S1E	" " " 12'-6"
8"	rough	" " " 17'-6"
8"	S1E	" " " 20'-0"
10"	rough	" " " 26'-0"
10"	S1E	" " " 28'-0"

For H-20 Loading.		
6"	rough	spans up to 8'-6"
6"	S1E	" " " 10'-0"
8"	rough	" " " 15'-0"
8"	S1E	" " " 16'-6"
10"	rough	" " " 21'-0"
10"	S1E	" " " 23'-0"
- Concrete wearing surface. Thickness of slab to be 4", where roadway is to be crowned, min. thickness at center to be 4 1/2" and min. thickness at curb to be 3 1/2". Expansion joints at floor beams and dummy joints at distribution beams. Reinforcing steel: transverse- 3/8" @ 6' ctrs. in bottom and 1/2" @ 12' ctrs. in top; longitudinal- 3/8" @ 18' ctrs. alternating top and bottom.
- Nails. Use nails about 2 1/2 times the thickness of laminations in length, spacing nails about 12" ctrs. staggered. For 2 lamination thickness use 40d nails.
- Distribution beams to be 6"x12". Both the distribution beams and floor beams to be bolted to the laminated floor as shown.
- Steel straps to be nailed to laminations, and spaced 12' ctrs. at the quarter points.
- Wearing surfaces, other than that shown or 3" plank, would necessitate changing of the nailing of laminations to distribute the wheel loads over about 3'-0".

TYPE-B STRINGER SPANS



SECTION A-A

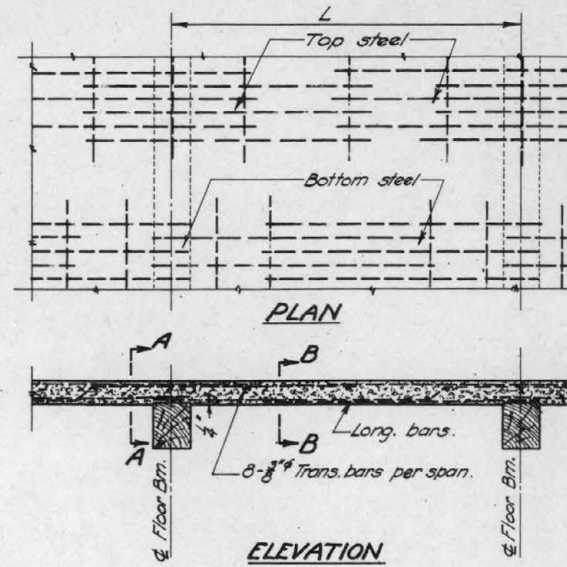
NOTES:

- Stringer sizes given below for different spans and for spacing. Suggested alternate for floor construction.

For H-15 Loading.		
4"x16"	"	20' " 14'-0"
5"x16"	"	" 20' " 16'-0"
6"x16"	"	" 22' " 18'-0"
6"x18"	"	" 20' " 22'-0"
8"x18"	"	" 24' " 26'-0"
8"x20"	"	" 24' " 30'-0"

For H-20 Loading.		
5"x16"	"	20' ctrs. 12'-0" span.
5"x16"	"	" 20' " 14'-0"
6"x16"	"	" 20' " 16'-0"
6"x18"	"	" 20' " 18'-0"
8"x18"	"	" 24' " 22'-0"
8"x20"	"	" 24' " 26'-0"
8"x22"	"	" 22' " 30'-0"
- Concrete slab. Thickness of slab to be 5 1/2", where roadway is crowned; min. thickness at the center to be 6 1/2" and min. thickness at the curb to be 5". Maximum span of the slab, for H-15 Loading 26', for H-20 Loading 24'. Reinforcing steel for 20' stringer spacing: transverse bars 3/8" @ 6' ctrs. top and bottom, longitudinal bars 3/8" @ 18' ctrs. alternating top and bottom. Transverse reinforcing for 26' stringer spacing 3/8" @ 6' ctrs.
- Stringers to be rough and dapped at points of bearing to a uniform depth. Spacing of stringers given above is a max. for the particular span and stringer size. Variations in span lengths can be taken care of by varying the spacing of stringer.
- 4" Timber deck may be substituted for the conc. slab in which case all stringer spacings given above shall be reduced a min. of 10%.

TYPE-C CONCRETE SLAB FLOOR SPANS



SECTION A-A

NOTES:

- Slab thicknesses and maximum span lengths are given below. Reinforcing steel is figured for balanced reinforcement. Single reinforcing p=0.01.

For H-15 Loading.		
6" Slab	Longitudinal steel 3/8" @ 5 1/2' ctrs.	Span 4'-9"
8" "	" 3/8" @ 5 1/2' "	" 6'-9"
9" "	" 3/8" @ 5 1/2' "	" 9'-0"
10" "	" 3/8" @ 5 1/2' "	" 11'-3"
11" "	" 3/8" @ 5 1/2' "	" 13'-9"
12" "	" 3/8" @ 5 1/2' "	" 16'-0"

For H-20 Loading.		
7" Slab	Longitudinal steel 3/8" @ 4 1/2' ctrs.	Span 5'-3"
8" "	" 3/8" @ 4 1/2' "	" 7'-3"
9" "	" 3/8" @ 4 1/2' "	" 9'-3"
10" "	" 3/8" @ 4 1/2' "	" 11'-4"
11" "	" 3/8" @ 4 1/2' "	" 13'-6"
12" "	" 3/8" @ 4 1/2' "	" 15'-9"
- Reinforcing steel as shown in details. Length of bars equals 1 1/2 times L plus 2'-0". Number of bars per span equals width of roadway-6" divided by the spacing of bars plus one.

GENERAL NOTES and COMPARISONS

NOTES:

- Designs in accordance with the "Standard Specifications for Highway Bridges of the American Association of State Highway Officials."
 - Timber is designed using a fiber stress of 1400 psi in bending for combined dead and live loads, no impact. Timber is considered to be coast Douglas fir, structural grade, as designated by W.C.Lbr Ass.
 - Concrete is designed using a stress of 900 psi in compression. (3,000 psi Conc.)
 - Nails in laminations are figured to carry a max. load of 8" per penny w.r. (40d nail = 320 lbs.).
- Load distribution. The distribution beam in the laminated floor spans is figured to distribute wheel loads over a 4'-6" width of roadway at the center. The concrete slab on stringers and concrete slab floor is figured for a wheel load distribution of 4'-6" according to design specification of the A.A.S.H.O.
- All timber to be pressure creosoted as per specification.

QUANTITY COMPARISONS

For H-15 Loading.

Type of Construction	Conc. C.Y.	R.F. steel Lbs.	Timber F.B.M.	Iron Lbs.
Type A conc. surface	1.22	137	648	74
" " 4" plank "	---	---	1044	106
" B conc. deck	1.67	256	430	22
" " 4" plank "	---	---	727	60
Type C	2.75	648	---	---
Type A conc. surface	2.00	226	1350	95
" " 4" plank "	---	---	2000	150
" B conc. deck	2.75	340	960	30
" " 4" plank "	---	---	1445	98
" C	6.0	1360	---	---
Type A conc. surface	3.0	338	2490	120
" " 4" plank "	---	---	3460	195
" B conc. deck	4.1	660	1960	36
" " 4" plank "	---	---	2440	110

For H-20 Loading.

Type of Construction	Conc. C.Y.	R.F. steel Lbs.	Timber F.B.M.	Iron Lbs.
Type A conc. surface	1.01	113	540	65
" " 4" plank "	---	---	864	88
" B conc. deck	1.37	330	460	20
" " 4" plank "	---	---	705	52
" C	2.25	556	---	---
Type A conc. surface	1.77	206	1220	83
" " 4" plank "	---	---	1796	126
" B conc. deck	2.44	360	710	27
" " 4" plank "	---	---	1130	78
" C	5.33	1230	---	---
Type A conc. surface	2.56	288	2150	108
" " 4" plank "	---	---	2980	172
" B conc. deck	3.51	510	1700	33
" " 4" plank "	---	---	2340	102

Quantities are for a 9' width of roadway deck, not incl. fl. br.

Standard Treated Timber Construction
ROADWAY FLOOR SYSTEMS
H-15 and H-20 Loading

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

W.F. Way, Cons. Engr.
Seattle, Wash.

March 1932.
Design by N.W. Hansen.

60 Ft. Half-Thru Span

I-TREATED TIMBER

A.Trusses.		F. B. M.
2 12x12-	40'	960
4 "	32	1536
4 10x12	16	640
4 8x10	16	427
4 6x8	16	256
8 8x12	12	768
4 12x12	4	192
12 10x12	2	240
4 12x14	6	336
4 12x12	2'6"	120

B. Floor System, Struts, etc.

8 8x18-	24'	2304
8 6x8	12	384
16 "	7	448
12 2x16	3	96
8 2x12	2	32
2 12x12	24	576
5 6x12	22	660
8 3x12	4'6"	108
4 4x10	14	187
2 3x10	24	120
4 8x8	4	85
4 4x8	3	32
2 6x10	26	260
2 "	38	380
144 2x6 S4S	63'+4% (9435)	
118 " Rgh	63'+4% 7730	13410'

TOTAL TREATED TIMBER..... 18890'

II-UNTREATED TIMBER (railings)

6 3x8-	28'	336'
4 "	24	196
12 6x8	6	288
10 4x6	6	120

TOTAL TIMBER..... 19830'

III-IRON & STEEL

	Pounds
A. Struct. Steel, Plates, etc.	2350
B. Upset Rods	2170
C. Bolts, etc.	2600
D. Nails and spikes	800

TOTAL..... 7920#

IV-WEARING SURFACE..... 1200 sq.ft.

75 Ft. Half-Thru Span

I-TREATED TIMBER

A. Trusses.		F. B. M.
8 3x12-	10'	240
8 "	14	336
4 "	20	240
8 "	24	576
4 "	28	336
14 "	30	1260
4 "	34	408
4 "	36	432
4 "	38	456
4 12x14	18	1008
4 10x12	18	720
4 8x8	18	384
4 14x22	6'3"	640
4 12x16	4	256
12 12x14	3	504

B. Floor System, Struts, etc.

8 8x18-	24'	2304
2 12x12	24	576
5 6x12	22	660
8 6x8	12	384
16 "	7	448
4 8x8	4	85
4 4x8	3	32
20 2x16	2'6"	133
4 12x12	7	336
2 6x8	24	192
2 4x10	24	160
144 2x8 S4S	78'+4% (15580)	
118 " Rgh	78'+4% 12740	
4 6x10	32	640
2 "	16	160

TOTAL TREATED TIMBER..... 26650'

II-UNTREATED TIMBER (railings)

8 3x8-	32'	512
4 "	16	128
12 6x8	6	288
10 4x6	6	120

TOTAL TIMBER..... 27650'

III-IRON & STEEL

	Pounds
A. Struct. Steel, Plates, etc.	1920
B. Upset Rods	2860
C. Bolts, etc.	4190
D. Nails and spikes	900

TOTAL..... 9870#

IV-WEARING SURFACE..... 1480 sq.ft.

150 Ft. Half-Thru Span

I-TREATED TIMBER

A. Trusses		F. B. M.
4 4x18 -	12'	288
4 "	14'	336
8 "	16'	768
4 "	18'	432
4 "	22'	528
24 "	24'	3456
8 "	26'	1248
8 "	28'	1344
28 "	32'	5376
18 "	34'	3672
6 "	36'	1296
4 "	38'	912
20 4x16	24'	2560
20 4x14	24'	2240
8 8x12	24'	1536
2 8x10	24'	320
4 4x10	24'	320
2 8x10	10'	133
16 8x18	18'	3456
12 6x20	4'6"	540
24 6x18	3'6"	756
24 6x16	3'	576
48 6x12	3'	864

B. Floor System, Struts, etc.

16 8x18 -	24'	4608
2 12x12	24'	576
9 6x12	22'	1188
16 6x8	12'	768
32 "	7'	896
8 3x16	12'	384
8 8x8	5'	213
5 4x8	3'	40
8 12x12	4'	384
4 4x16	12'	256
8 6x10	34'	1360
2 "	18'	180
144 2x8 S4S	152'+4% (30351)	
118 " Rgh	152'+4% 24870	35720'

TOTAL TREATED TIMBER 68680'

II-UNTREATED TIMBER (Railings)

16 3x8 -	34'	1088
2 "	18'	72
20 6x8	6'	480
18 4x6	6'	216

TOTAL TIMBER 70540'

III-IRON & STEEL

	Pounds
A. Struct. Steel, Plates, etc.	7500
B. Upset Rods	10060
C. Bolts, etc.	10700
D. Nails and spikes	1700

TOTAL 29960#

IV-WEARING SURFACE 2890 sq.ft.

75 Ft. Thru Span

I-TREATED TIMBER

A.Trusses.		F. B. M.
4 3x12-	12'	144
8 "	16'	384
4 "	20'	240
4 "	24'	288
4 "	26'	312
4 "	28'	336
4 "	30'	360
6 "	32'	576
8 "	36'	864
4 "	38'	456
4 12x12	3'6"	168
16 10x12	2'2"	347
4 12x16	5'	320
4 12x14	26'	1456
4 12x12	26'	1248
4 3x12	26'	312
2 6x12	26'	312
2 6x12	10'	120

B. Floor System, Struts, etc.

4 10x24-	26'	2080
4 12x24	26'	2496
2 10x24	28'	1120
2 12x24	28'	1344
8 12x16	5'	640
5 6x12	22'	660
2 6x10	32'	320
2 "	34'	340
2 "	18'	180
144 2x8 S4S	80'+4% (15970)	
118 " Rgh	80'+4% 13100	22280'

C. Bracing, etc.

6 6x10-	26'	780
8 8x10	1'6"	80
3 10x12	24'	720
6 8x12	16'	768

TOTAL TREATED TIMBER 32870'

II-UNTREATED TIMBER (Railings)

4 3x8-	32'	256
4 "	34'	272
4 "	18'	144
12 6x8	6'3"	300
10 4x6	4'4"	87

TOTAL TIMBER 33930'

III-IRON & STEEL

	Pounds
A. Struct. Steel, Plates, etc.	1830
B. Upset Rods	3090
C. Bolts, etc.	3810
D. Nails and spikes	780

TOTAL 9510#

IV-WEARING SURFACE 1520 sq.ft.

Standard Treated Timber Construction
QUANTITY ESTIMATES
60, 75, & 150' Half-Thru and 75' Thru Spans.

WEST COAST WOOD PRESERVING CO.
SEATTLE WASHINGTON

W.F.Way, Cons. Engr. May 1932.
Seattle, Wash. by N.W.Haner.

Drawing No. 12.

90 Ft. Thru Span

I-TREATED TIMBER

A. Trusses		F. B. M.
8 3x12-	12'	288
8 "	18'	432
8 "	26'	624
4 "	28'	336
8 "	30'	720
8 "	32'	768
4 "	34'	408
2 "	36'	216
4 "	38'	456
4 "	40'	480
20 3x16	26'	2080
4 12x14	26'	1456
4 3x12	26'	312
2 6x12	26'	312
2 6x12	10'	120
4 14x14	4'6"	294
4 14x18	7'	588
12 12x14	2'5"	406

B. Floor System, Struts, etc.

4 10x24-	26'	2080
4 12x24	26'	2496
2 10x24	28'	1120
2 12x24	28'	1344
8 12x16	5'	640
5 6x12	22'	660
2 6x10	40'	400
2 "	36'	360
2 "	22'	220
144 2x8 S4S	97'4% (19370)	
118 " Rgh	97'4% 15870	25190'

C. Bracing, etc.

6 6x10-	26'	780
8 8x10	1'6"	80
3 10x12	24'	720
6 8x12	18'	864

TOTAL TREATED TIMBER 37930'

II-UNTREATED TIMBER (Railings)

4 3x8-	40'	320
4 "	36'	288
4 "	22'	176
12 6x8	6'3"	300
10 4x6	4'4"	87

TOTAL TIMBER 39100'

III-IRON & STEEL

A. Struct. Steel, Plates, etc.	Pounds
2430	
B. Upset Rods	3420
C. Bolts, etc.	3280
D. Nails and spikes	1000

TOTAL 10130#

IV-WEARING SURFACE 1845 sq.ft.

105 Ft. Thru Span

I-TREATED TIMBER

A. Trusses		F. B. M.
8 3x14-	12'	336
8 "	16'	448
4 "	22'	308
8 "	26'	728
4 "	30'	420
12 "	32'	1344
12 "	34'	1428
8 "	38'	1064
4 "	40'	560
20 3x16	26'	2080
4 14x14	26'	1696
4 12x12	26'	1250
4 14x22	7'	719
4 14x14	4'9"	310
8 "	3'	392
6 12x14	3'	252

B. Floor System, Struts, etc.

5 10x24-	26'	2600
5 12x24	26'	3120
2 10x24	28'	1120
2 12x24	28'	1344
8 12x16	5'	640
6 6x12	22'	792
4 6x10	38'	760
2 "	36'	360
144 2x8 S4S	112'4% (22360)	
118 " Rgh	112'4% 18330	29070'

C. Bracing, etc.

8 6x10-	26'	1040
3 10x12	24'	720
6 8x12	17'	816
10 8x10	1'6"	100

TOTAL TREATED TIMBER 45090'

II-UNTREATED TIMBER (Railings)

8 3x8-	38'	608
4 "	36'	288
14 6x8	6'3"	350
12 4x6	4'4"	104

TOTAL TIMBER 46440'

III-IRON & STEEL

A. Struct. Steel, Plates, etc.	Pounds
3450	
B. Upset Rods	5000
C. Bolts, etc.	3640
D. Nails and spikes	1160

TOTAL 13250#

IV-WEARING SURFACE 2130 sq.ft.

120 Ft. Thru Span

I-TREATED TIMBER

A. Trusses		F. B. M.
4 3x16-	10'	160
4 "	14'	224
4 "	16'	256
4 "	18'	288
4 "	24'	384
4 "	26'	416
8 "	30'	960
8 "	32'	1024
22 "	34'	2992
16 "	36'	2304
16 4x18	26'	2496
4 14x14	26'	1700
4 12x12	26'	1248
2 6x12	26'	312
4 3x12	26'	312
2 6x12	10'	120
4 14x22	8'	822
4 14x18	5'	420
8 14x16	3'	448
12 12x14	3'	504

B. Floor System, Struts, etc.

6 10x24-	26'	
6 12x24	26'	6860
2 10x24	28'	
2 12x24	28'	2460
8 12x16	5'	640
6 6x12	22'	792
4 6x10	38'	760
3 "	36'	540
144 2x8 S4S	128'4% (25550)	
118 " Rgh	128'4% 20940	32990'

C. Bracing, etc.

10 6x10-	26'	1300
4 10x12	24'	960
8 8x10	18'	960
12 10x12	1'6"	180

TOTAL TREATED TIMBER 53780'

II-UNTREATED TIMBER (Railings)

8 3x8-	38'	608
6 "	36'	432
16 6x8	6'3"	400
14 4x6	4'4"	122

TOTAL TIMBER 55340'

III-IRON & STEEL

A. Struct. Steel, Plates, etc.	Pounds
4650	
B. Upset Rods	6970
C. Bolts, etc.	4280
D. Nails and spikes	1320

TOTAL 17220#

IV-WEARING SURFACE 2430 sq.ft.

135 Ft. Thru Span

I-TREATED TIMBER

A. Trusses		F. B. M.
4 4x16-	12'	256
4 "	14'	298
4 "	16'	341
4 "	18'	384
4 "	24'	512
4 "	26'	554
16 "	30'	2560
8 "	32'	1364
16 "	34'	2898
18 "	36'	3450
4 "	38'	810
20 4x18-	26'	3120
20 4x14-	26'	2424
4 14x14-	26'	1698
4 4x12-	26'	416
2 10x12-	26'	520
2 "	10'	200
12 6x24	7'	1008
12 6x16	4'6"	432
24 "	3'	576
48 6x12	2'9"	792

B. Floor System.

7 10x24	26'	
7 12x24	26'	8010
2 10x24	28'	
2 12x24	28'	2463
8 6x12	22'	1056
8 12x16	5'	640
4 6x10	38'	760
4 "	36'	680
144 2x8 S4S	142'4% (28350)	
118 " Rgh	142'4% 23220	36840'

C. Bracing, etc.

12 6x12	26'	1872
4 10x12	26'	1040
8 8x10	18'	960
14 10x12	1'6"	210

TOTAL TREATED TIMBER 65540'

II-UNTREATED TIMBER (Railings)

8 3x8-	38'	608
8 "	34'	544
18 6x8	6'3"	450
16 4x6	4'4"	139

TOTAL TIMBER 67280'

III-IRON & STEEL

A. Struct. Steel, Plates, etc.	Pounds
5810	
B. Upset Rods	9120
C. Bolts, etc.	7510
D. Nails and spikes	1460

TOTAL 23900#

IV-WEARING SURFACE 2700 sq.ft.

Standard Treated Timber Construction
QUANTITY ESTIMATES
90', 105', 120', 135' Thru Spans.

WEST COAST WOOD PRESERVING CO.
SEATTLE WASHINGTON

W.F. Way, Cons. Engr. May 1932
Seattle, Wash. by N.W. Haner

150 Ft. Thru Span

I-TREATED TIMBER

A. Trusses		F. B. M.
8 4x16-	10'	426'
8 "	12	512
4 "	16	341
4 "	24	512
4 "	26	555
2 "	30	320
12 "	32	2045
38 "	34	6890
8 "	36	1534
6 "	38	1216
4 "	40	854
20 4x18-	28	3360
20 4x16	28	2983
20 4x14	28	2610
20 4x12	28	2240
2 8x12	28	448
4 4x12	28	448
2 8x12	10	160
12 6x24	7	1008
12 6x16	4'6"	432
24 "	3'4"	640
60 6x12	3	1080 30630'

B. Floor System

8 10x24	26'	
8 12x24	26'	9150
2 10x24	28'	
2 12x24	28'	2465
8 12x16	5	640
9 6x12	22	1188
4 6x10	36	720
5 "	34	850
144 2x8 S4S 157'+4% (31350)		
118 " Rgh 157'+4% 25690		40700'

C. Bracing, etc.

14 6x12	26'	2184'
4 10x12	26	1040
8 8x12	20	1280
16 12x12	2'6"	480 4980'

TOTAL TREATED TIMBER..... 76310'

II-UNTREATED TIMBER (railings)

8 3x8	36'	576'
10 "	34	680
20 6x8	6'3"	500
18 4x6	4'4"	156 1910'

TOTAL TIMBER..... 78220'

III-IRON & STEEL

A. Struct. Steel, Plates, etc	Pounds
B. Upset Rods	12200
C. Bolts, etc.	8370
D. Nails and spikes	1620

TOTAL..... 29350#

IV-WEARING SURFACE.....2990 sq.ft.

200 Ft. Thru Span

I-TREATED TIMBER

A. Trusses		F. B. M.
4 6x18-	12'	432'
4 "	14	504
8 "	18	1296
8 "	24	1728
4 "	26	936
8 "	30	2160
60 "	34	18360
20 "	36	6480
8 "	38	2736
8 14x22-	7	1437
8 14x16-	3'6"	523
16 14x14-	3'6"	784
16 12x14-	3'6"	672
20 6x18-	28	5040
20 6x16-	28	4480
8 14x14-	28	3660
8 12x14-	28	3136
8 12x12-	28	2688
4 "	28	1344
8 6x12-	28	1344
4 12x12-	10	480 60220'

B. Floor System

11 10x24-	28'	
11 12x24-	28'	13552'
2 10x24-	30'	
2 12x24-	30'	2640
12 6x12-	22	1584
8 12x16-	5	640
4 6x10-	38	760
8 "	34	1360
144 2x8- S4S 207'+4% (41333)		
118 " Rgh 207'+4% 33870		54410'

C. Bracing, etc.

20 8x12-	26'	4160'
6 12x14-	26	2185
12 10x12-	22	2640
22 "	2	440 9430'

TOTAL TREATED TIMBER..... 124060'

II-UNTREATED TIMBER (railings)

8 3x8-	38'	608
16 "	34	1088
26 6x8-	6'3"	650
24 4x6-	4'4"	208 2550'

TOTAL TIMBER..... 126610'

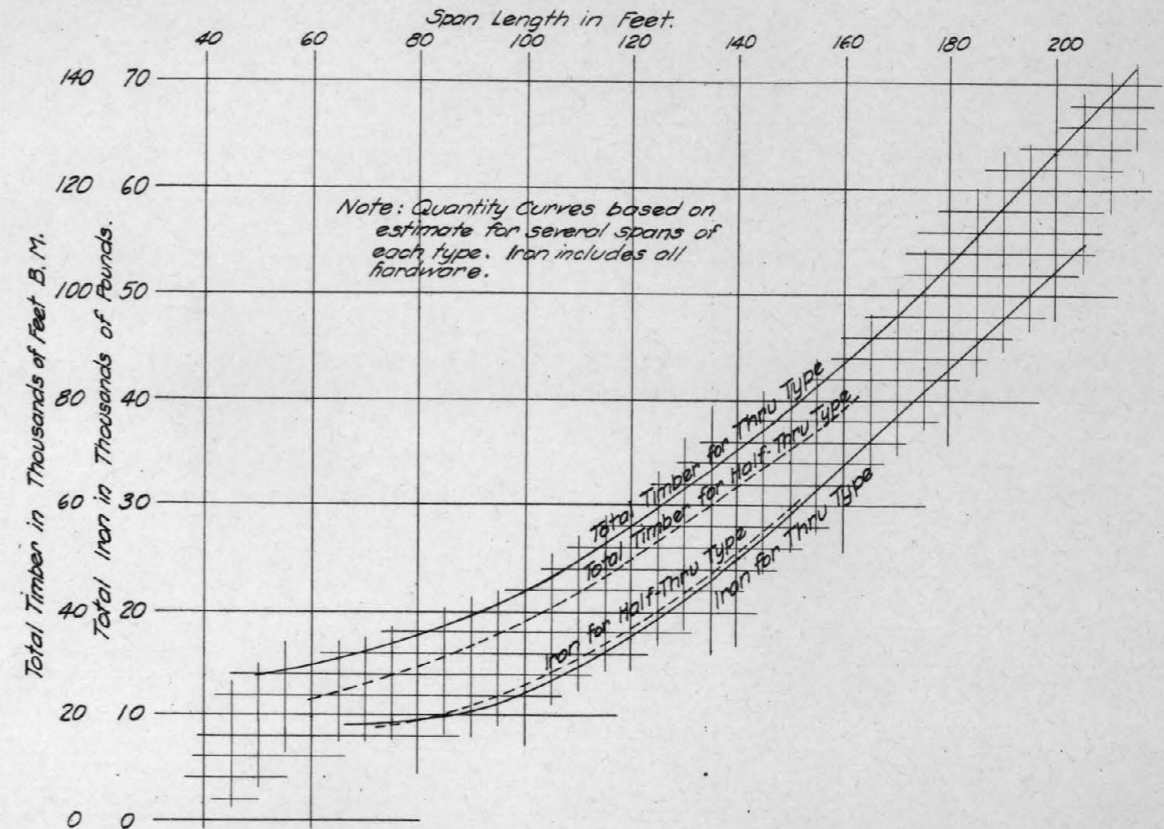
III-IRON & STEEL

A. Struct. Steel, Plates, etc.	Pounds
B. Upset rods	21980
C. Bolts, etc.	16430
D. Nails and spikes	2140

TOTAL..... 52240#

IV-WEARING SURFACE.....3930 sq. ft.

Quantity Curves



General Notes

1. These designs are suggestive only. They should be modified to fit local conditions, but can be used as a basis for complete detail drawings. The designs have been developed, keeping in mind economy and service, and are in line with present day engineering practice.
2. The necessity of preframing at a minimum cost and largely by machinery has been considered in preparing these designs. Creosoted structures should be entirely framed before treatment, and members so designed as to avoid distortion or damage in treatment.
3. The laminated timber floor slab direct on floor beams, shown on these drawings, is in most cases more economical than the stringer system. However it is not recommended for use in untreated timber. Besides accomplishing the purpose of the floor slab; it acts as a beam in the horizontal plane thus eliminating the use of lateral bracing in the plane of the slab. It also reduces

- the fire hazard to a minimum.
4. By the use of laminated cord, diagonals, and joint blocks, a better and more uniform grade of timber can be obtained because of the smaller sections used to build up the members. This construction also facilitates the splicing of long members and prevents excessive checking.
5. Information regarding the method used in analysing the laminated slab may be obtained on request.

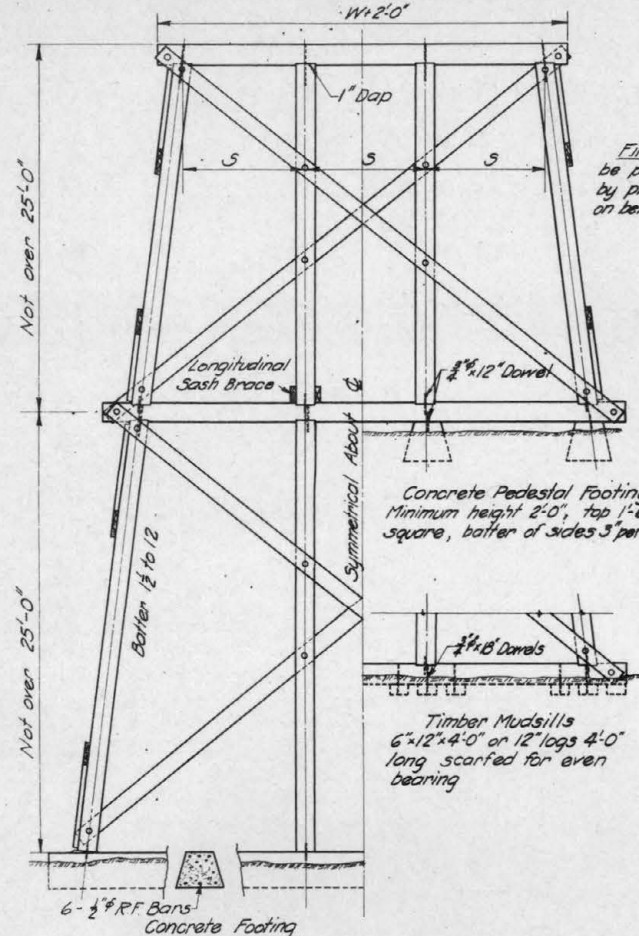
Standard Treated Timber Construction
Quantity Estimates
150' & 200' Thru Spans and Graph.

WEST COAST WOOD PRESERVING CO.
SEATTLE WASHINGTON

W.F. Way, Cons. Engr. May 1932.
Seattle, Wash. by N.W. Haner

Drawing No. 14.

Floor System as may be desired.
See Drawing No. 11. "W" - Roadway
width in to in of Rail Posts.



Bents 25' to 50' Bents up to 25'

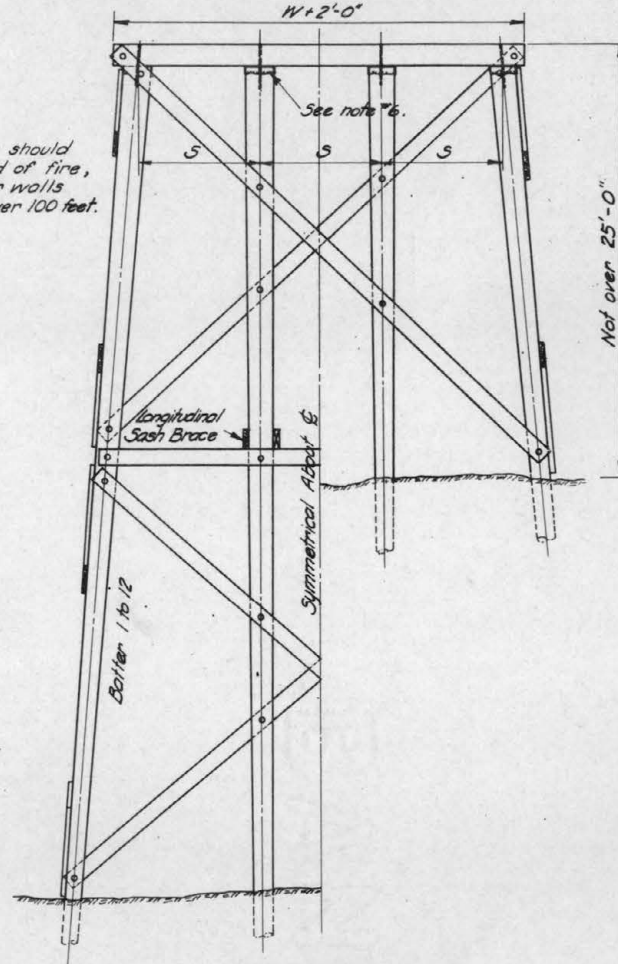
FRAME BENTS

Scale 0 1 2 3 4 5 Feet.

Notes.

1. All timber to be structural grade Douglas Fir (Coast Region) pressure treated.
2. Treatment of Timber: Timber shall be framed and bared before treatment, in so far as it is practicable to do so. Cuts and holes made in the field or other damage to the protective treatment shall be given 3 brush or snub coats of No. 1 creosote applied hot.
3. All posts, caps, and sills shall be 12"x12", sway bracing 3"x10".
4. Longitudinal cross bracing shall be 3"x10", used in alternate panels. 3"x10" longitudinal sash bracing between bents shall be used when bents are two or more stories in height.
5. All drift bolts shall be 2"x22" excepting as noted. All bolts shall be 2" with standard malleable washers.
6. Concrete footings shall be 2500# concrete: 2'-0" min height; 1'-6" wide at top, and sides battered 3" per foot.
7. Spacing of posts $S = \frac{W-1'-6"}{3}$.

Floor System as may be desired.
See Drawing No. 11. "W" - Roadway width
in to in of Rail Posts.



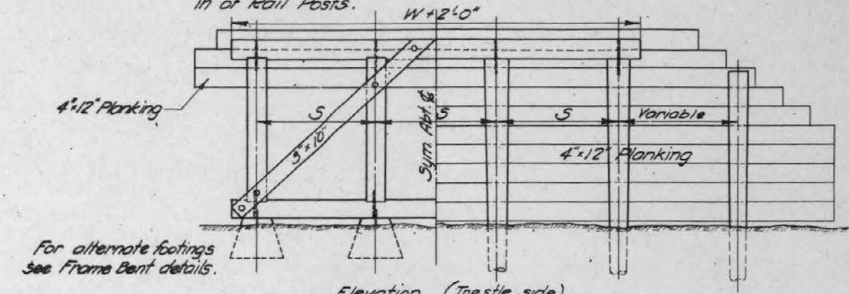
PILE BENTS

Scale 0 1 2 3 4 5 Feet.

Notes.

- 1, 2, 3, 4, & 5 Same as for Frame Bents.
6. Treatment of Pile heads: Pile heads after being cut to receive cap, shall be given three coats of hot creosote oil. They shall then be covered with alternate layers of hot pitch and loose woven fabric similar to coarse burlap, using four layers of pitch and three of fabric, fastening covering to pile with roofing nails.
7. Same as for Frame Bents.

Floor System as may be desired.
See Drawing No. 11. "W" - Width of Roadway in to
in of Rail Posts.



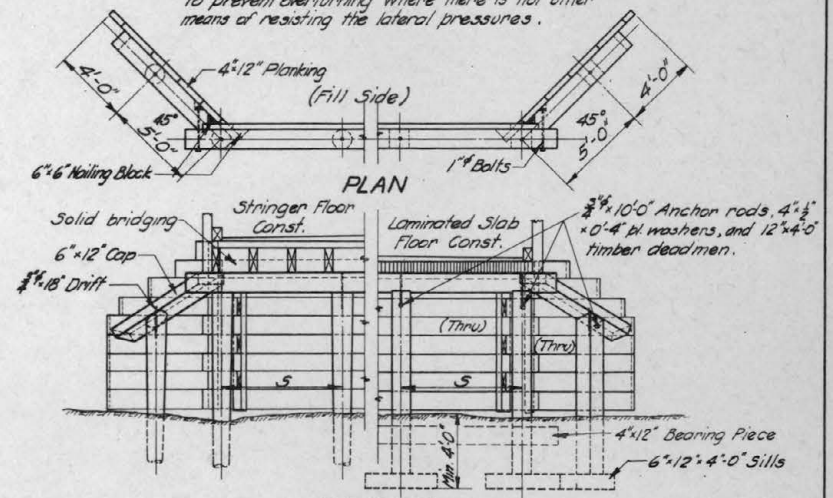
Elevation (Trestle side)
Frame Bents Pile Bent

END BENTS

Scale 0 1 2 3 4 5 Feet.

Notes.

1. See notes for other details on this sheet.
2. The frame end bent may need to be anchored to prevent overturning where there is not other means of resisting the lateral pressures.



ELEVATION
Pile Bent Frame Bent.

ABUTMENTS WITH WING WALLS

Scale 0 1 2 3 4 5 Feet.

Notes.

1. See notes for frame and pile bents.
2. Bulkhead planking: The exact length and position depends on the depth of floor system and type of embankment. Nail planking with 8" spikes.
3. 4"x12" bearing piece may be used where material is soft on top.

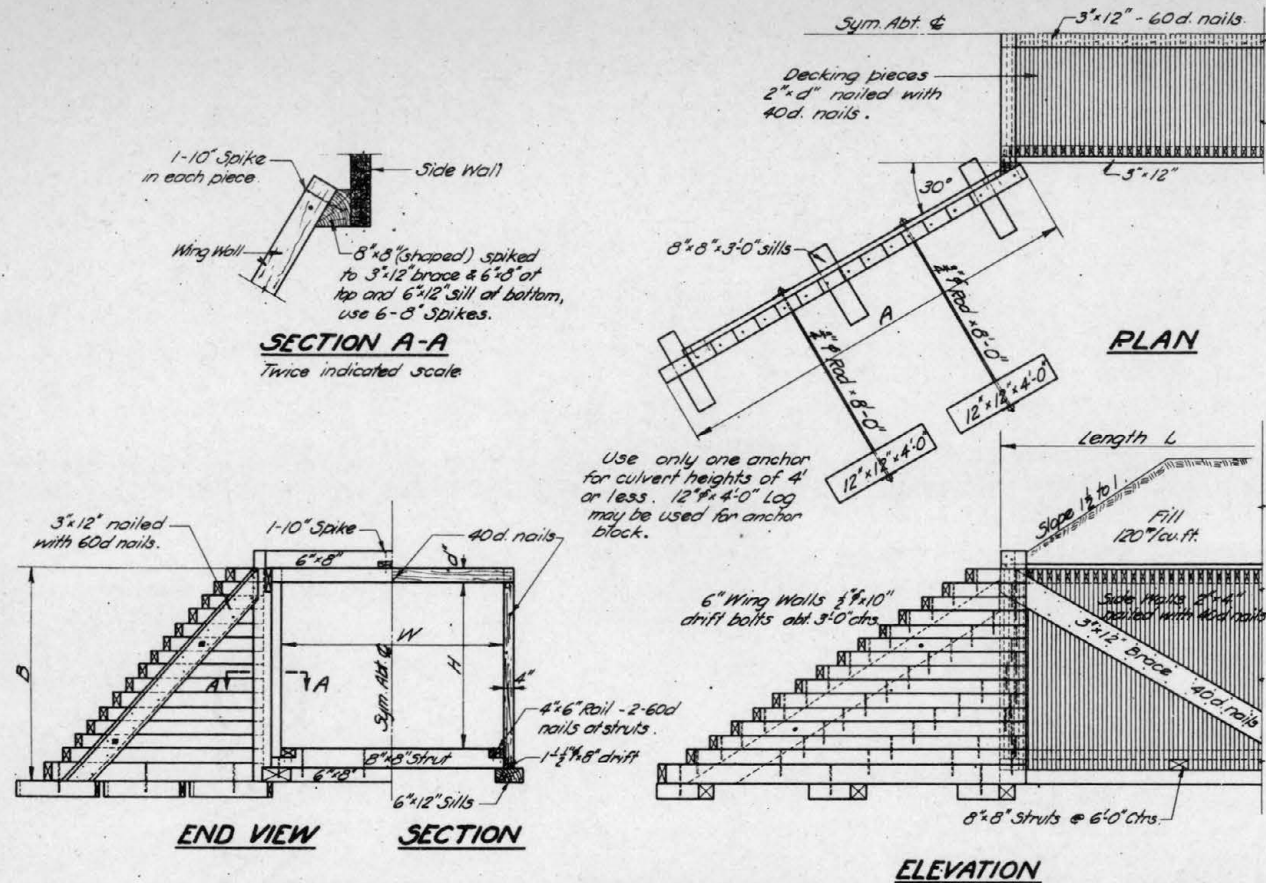
Standard Treated Timber Construction
TREESTLE DETAILS

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

W.F. Way, Cons. Engr.
Seattle, Wash.

May 1932.
by N.W. Haner

Drawing No. 20.



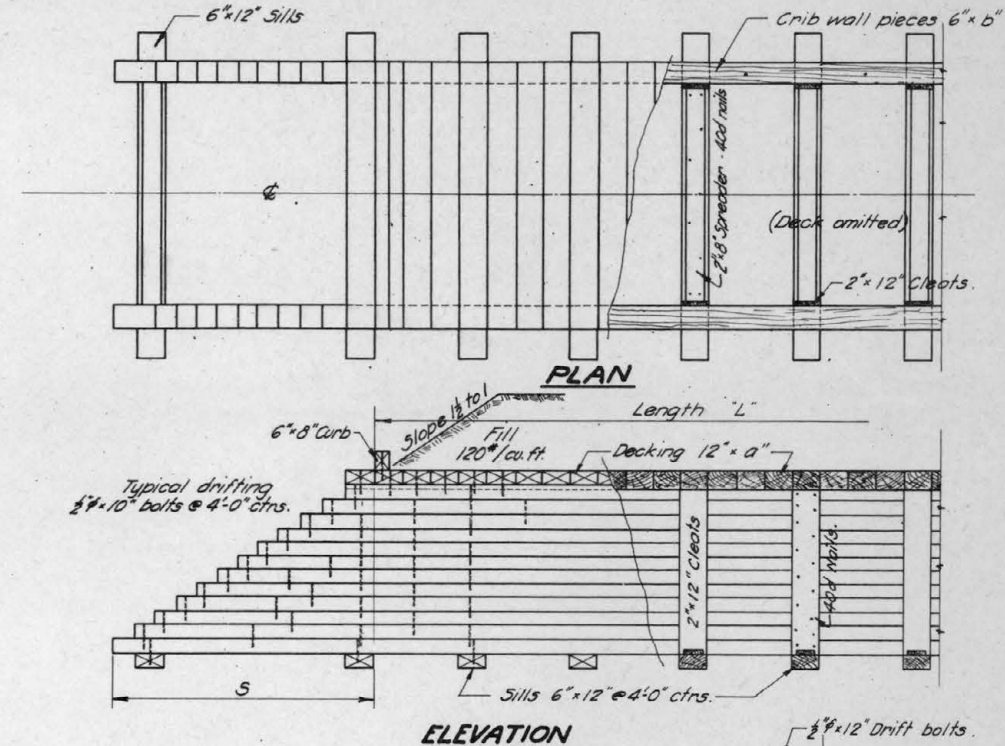
(Culvert No 7 shown.)
LAMINATED TIMBER CULVERT

Scale 0 1 2 3 4 5 Feet.

GENERAL NOTES

1. All timber to be framed before creosote treatment.
2. Sills to be bedded in original ground or thoroughly tamped to insure uniform distribution of load. Where sills are spliced but ends together and spike into 6"x12"x4'-0" block under joint.
3. All places the protective treatment has been damaged should be painted with hot creosote oil or coal tar.
4. All timber to be rough structural grade Douglas Fir.
5. Drift bolt and spike holes to be bored to the actual size. Where possible holes should be bored before treatment. Holes bored in the field should be treated with hot creosote oil before driving the bolt or spike.
6. Where desired, the floor of the culvert may be planked, otherwise the backfilling to the top line of the struts should be protected with large stone riprap.
7. If there is danger of seepage around the culvert, it is advisable to drive sheathing around the upstream end.

Culvert No.	Culvert Size	Culvert Dimensions	Approximate Quantities					
			Culvert				Wing Walls	
			for 36'-0" length		for 1'-0" variations		Timber F.B.M.	Iron Lbs.
	H	W	A	B	D			
Maximum of 4'-0" Fill over Culvert.								
1	3'-0"	4'-0"	9'-6"	4'-6"	4"	2,680	220	69.7
2	4'-0"	"	11'-3"	5'-6"	"	2,990	240	77.3
3	"	6'-0"	11'-6"	5'-8"	6"	3,700	270	97.0
4	5'-0"	5'-0"	13'-3"	6'-6"	4"	3,480	"	88.9
5	"	7'-0"	13'-6"	6'-8"	6"	4,370	290	111
6	6'-0"	6'-0"	14'-9"	7'-8"	"	4,480	320	114
7	"	8'-0"	14'-9"	"	"	4,910	360	121
8	7'-0"	"	16'-0"	8'-8"	"	5,230	390	130
Maximum of 8'-0" Fill over Culvert.								
101	3'-0"	4'-0"	9'-6"	4'-6"	4"	2,680	220	69.7
102	4'-0"	"	11'-3"	5'-6"	"	2,990	240	77.3
103	"	6'-0"	11'-6"	5'-8"	6"	3,700	270	97.0
104	5'-0"	5'-0"	13'-3"	6'-6"	4"	3,860	"	99.2
105	"	7'-0"	13'-6"	6'-8"	6"	4,880	290	125
106	6'-0"	6'-0"	14'-9"	7'-8"	6"	4,470	320	114
107	"	8'-0"	15'-0"	7'-10"	8"	5,490	360	137
108	7'-0"	"	16'-3"	8'-10"	"	5,820	390	145

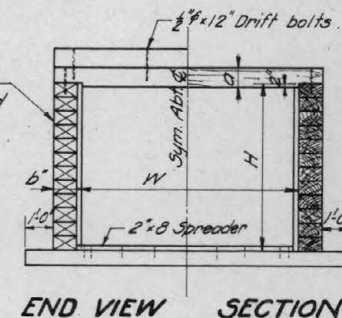


(Culvert No 15 shown.)
CRIB CULVERT

Scale 0 1 2 3 4 5 Feet.

See General Notes on Laminated Culverts.

Culvert No.	Culvert Size	Culvert Dimensions	Approximate Quantities					
			Culvert 36'-0" long for 1'-0" variations				Wing Walls	
			H	W	S	a	b	
Maximum of 4'-0" Fill over Culvert.								
11	3'-0"	4'-0"	4'-9"	6"	6"	3,420	160	84
12	4'-0"	4'-0"	6'-3"	"	8"	4,890	194	120
13	"	6'-0"	7'-9"	"	8"	5,540	198	134
14	5'-0"	5'-0"	7'-9"	"	"	6,070	220	143
15	"	7'-0"	"	"	"	6,560	225	159
16	6'-0"	6'-0"	9'-3"	"	10"	6,560	250	195
17	6'-0"	8'-0"	"	"	"	9,230	256	211
Same as Culvert No. 11								
111	3'-0"	4'-0"	"	"	"	"	"	11
112	4'-0"	4'-0"	"	"	"	"	"	12
113	"	6'-0"	"	"	"	"	"	13
114	5'-0"	5'-0"	"	"	"	"	"	14
115	"	7'-0"	8"	8"	"	7,190	225	176
116	6'-0"	6'-0"	6"	10"	"	8,560	250	195
117	"	8'-0"	8"	"	"	9,960	256	229

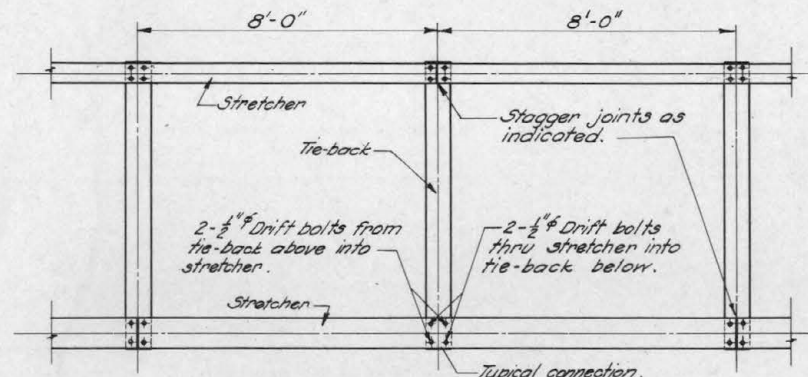
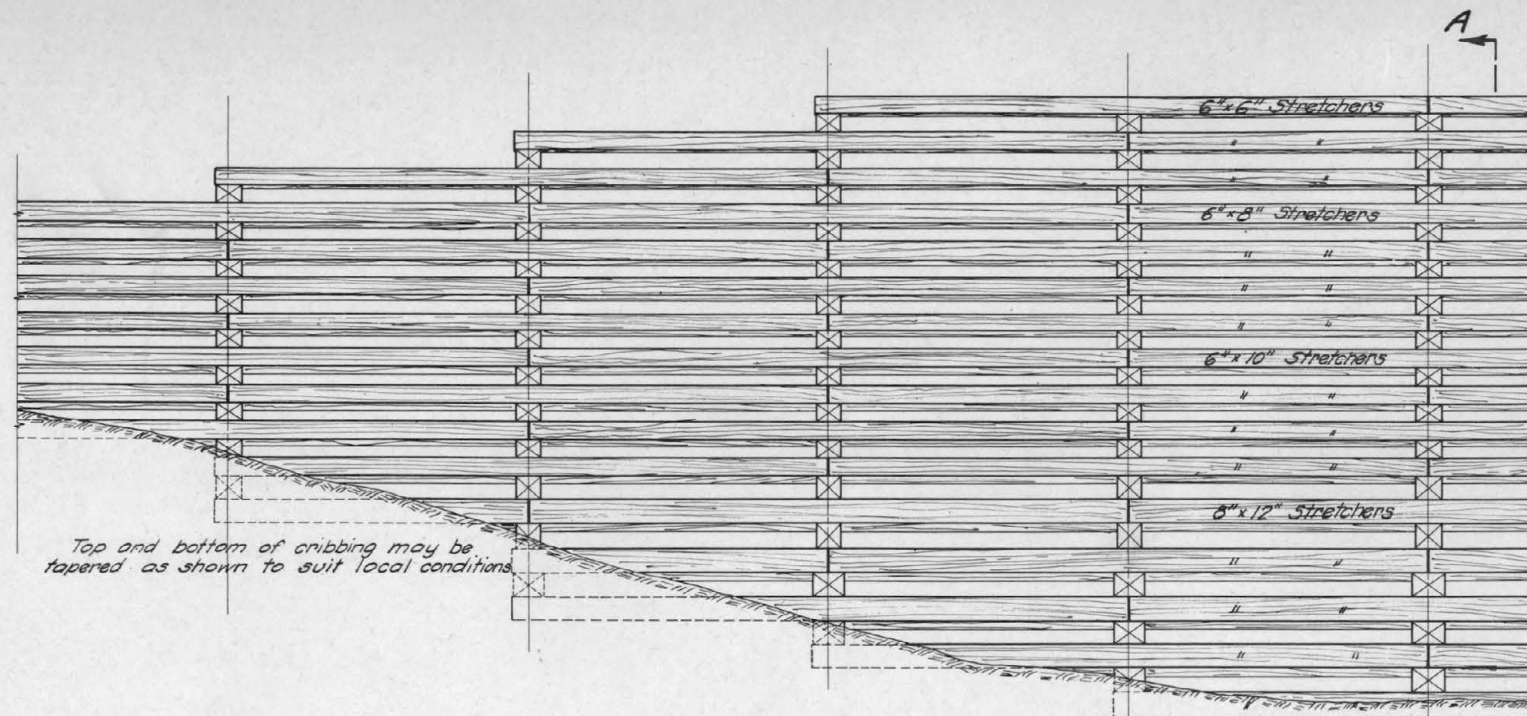


All quantities include allowance for waste.
Standard Treated Timber Construction
BOX CULVERTS

WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON

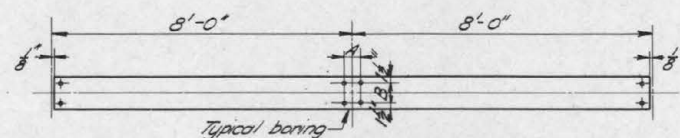
W.F. Way Cons. Engr.
Seattle, Wash.
May 1932
by N.W. Honer

Drawing No 30



SECTION B-B

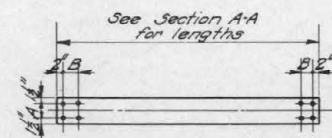
Stagger stretcher joints as shown in this section and in the elevation



TYPICAL STRETCHER

Dimension "A" equals 3" less than nominal width of tie-back.
Dimension "B" equals 1/2" stretcher.
At the end of cribbing the stretchers extend 1/2" beyond end tie-back and have typical boring.

ELEVATION



TYPICAL TIE-BACK

For dimension A and B see Typical Stretcher details.

NOTES.

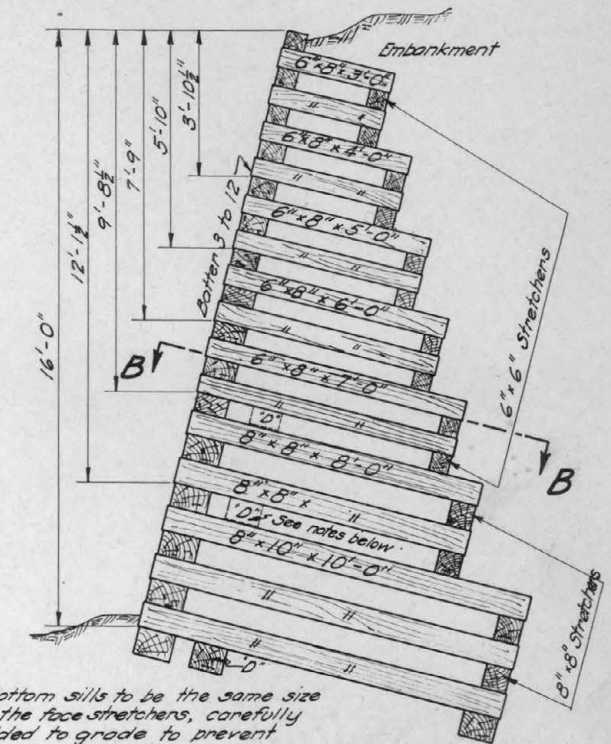
1. Timber to be Douglas Fir (coast region) S2S hit or miss framed and incised before creosote treatment.
2. Drift bolts to be 1/2" of sufficient length to extend nearly thru the second timber. Holes bored for bolts to be 1/2".
3. Drift bolting of crib is indicated in section B-B. Two drift bolts are used in each course at each joint thus filling 2 holes in 2 adjacent pieces. Drift bolts from next course fill the other 2 holes. The unused holes in the top and bottom courses to be filled with creosoted Douglas Fir dowels.
4. All timber to be No. 1 common Douglas Fir which shall be pressure creosoted, as per specification, and shall be free from loose knots after treatment.
5. If the cribbing is used to hold an unstable hillside or wherever the horizontal pressures are high, the batter of face may be increased to suit conditions.
6. All places where the protective treatment has been damaged shall be given three brush or swab coats of No. 1 creosote applied hot, after erection and before backfilling.

7. Backfilling in crib shall be carefully placed and thoroughly tamped.
8. Approximate Quantities:-
For face battered 3" in 12", as shown.

Vertical height of wall	Timber FBM/ft	Iron lbs/ft
3'-10"	36	2.1
5'-10"	55	3.2
7'-9"	77	4.3
9'-8"	105	5.4
12'-1"	152	7.0
16'-0"	228	9.4

For face battered a maximum of 6" in 12". (See note 5.)

Vertical height of wall	Timber FBM/ft	Iron lbs/ft
3'-7"	36	2.1
5'-4"	55	3.2
7'-2"	77	4.3
9'-11"	105	5.4
11'-2"	152	7.0
14'-9"	228	9.4



SECTION A-A

Use 2 sills at toe of cribbing as indicated (D) when the higher cribbing is used and when it is constructed on soft material.

SCALE DIAGRAM

0 1 2 3 4 5 Feet.

**STANDARD TREATED TIMBER CONSTRUCTION
CRIB RETAINING WALL**

**WEST COAST WOOD PRESERVING CO.
SEATTLE, WASHINGTON**

W.F. Way, Cons. Engr.
Seattle, Wash.

July 1932.
by N.W. Haner.



WEST COAST WOOD PRESERVING Co.

CREOSOTED DOUGLAS FIR IN ALL FORMS
RAIL AND CARGO SHIPMENTS

SUCCESSOR TO
COLMAN CREOSOTING PLANT
PACIFIC CREOSOTING PLANT

1118 4TH AVE. AT SENECA ST.

SEATTLE, U.S.A.

February 8, 1932

Mr. L. Yager
Assistant Chief Engineer
Northern Pacific Railway
St. Paul, Minnesota

Dear Mr. Yager:

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL. MATERIAL SUBJECT TO FINAL ACCEPTANCE AT OUR PLANTS. MAY BE INSPECTED BY MUTUALLY SATISFACTORY PARTIES.

Referring to our conversation concerning incising of switch ties to be treated under contract with your company.

After investigating the details of our present handling of your switch ties, we feel that the contract price for treating same is sufficient to also cover our costs for incising.

We are agreeable to making no extra charge for this incising for the switch ties we have recently treated for 1932 renewals nor for subsequent treatments under the contract.

We will find it necessary to continue to charge \$0.50 per M'BM for incising when required by your company of sawn material other than cross and switch ties.

We trust the above meets with your satisfaction, of which please advise.

The writer had a pleasant trip back to Seattle over your line - cold weather outside but cozy and pleasant inside.

With personal regards,

Yours very truly,

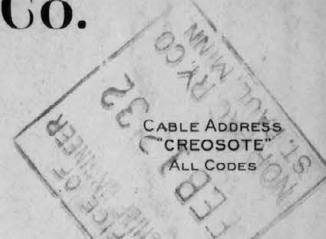
WEST COAST WOOD PRESERVING CO.

By

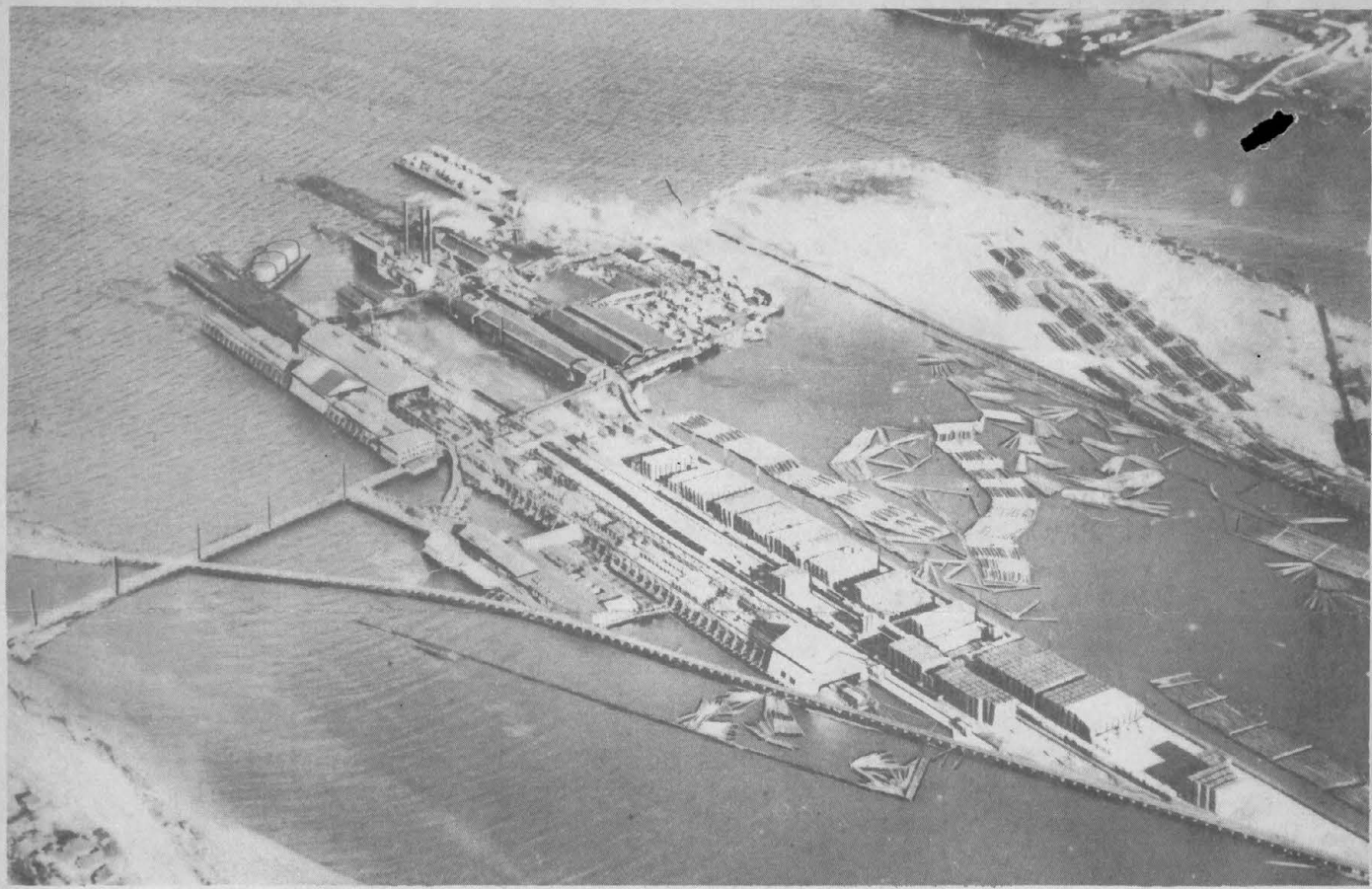
H. E. Horrocks

Manager

HEH:I



Discussed with Mr. Behn for approval of this amount 2/11/32



AERIAL VIEW OF MANUFACTURING PLANTS



Saint Paul, February 2, 1932w

MR. BERNARD BLUM:

Referring to my letter of January 28 relative to insizing switch ties at the Colman plant, Seattle -

Mr. Horrocks was in to see me today and this matter was discussed in some considerable detail. Mr. Horrocks stated that he would like to hold the matter in abeyance for a little while until he could have an opportunity to go over the matter again with a view of reducing the rate or, as a remote possibility, eliminating the charge altogether. He stated that the switch ties to be used this season were treated in December, but that the billing for the insizing had been held up awaiting a decision on this matter of cost adjustment.

Assistant Chief Engineer.

Saint Paul, January 28, 1932w

MR. BERNARD BLUM:

At the time we negotiated contract with the Colman Company for treatment of ties and other material at the Seattle plant, there was some uncertainty as to our desire to have switch ties insized, and the Colman Company were not willing to name a price for insizing, which accounts for the provisions of Article D-3 in that contract. The insizing is covered by exchange of letters dated October 3 and 11, 1927, naming a price of fifty cents per thousand feet, to which would be added ten percent mentioned in Article D-3 of the contract. This was to run for a period of one year.

I am now attaching Mr. Loom's letter of January 13 based on letter to him from Mr. Horrocks, December 24, naming a price of forty cents per thousand for insizing switch ties, which as I read it means that the cost would be forty cents, inclusive of ten percent under Article D-3; in other words, the total compensation for this service. Under the circumstances I recommend acceptance.

Mr. Loom mentions the difference in price between treating cross ties and switch ties. At the time the

Blum, #2

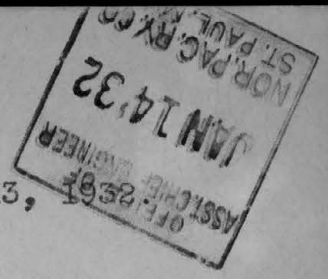
Jan. 28, 1932

contract was negotiated it was recognized that prices for treating ^{run}ties, timber and piling were somewhat out of line with the low figures quoted for treatment of cross ties.

This, however, was the best figure we could obtain and we regarded the combination as acceptable as it was lower than any other prices submitted and met the comparison based on the alternate of constructing our own plant.

Assistant Chief Engineer.

Brainerd, Minn., January 13,



MR. L. YAGER:

Referring to our recent conversation in regard to establishing rates for the incising of switch ties and bridge material at Seattle.

Our file indicates that you have copies of correspondence leading up to the original agreement dated October 3rd, 1927, which I am attaching herewith, and that the time was extended to October 3, 1929.

Since the original date of this agreement the rate of 50¢ per M. FBM, plus 10% for supervision and profit, has been used in billing on us for incising all switch ties and bridge material, treated under our contract with the West Coast Wood Preserving Company.

In my estimation this is a very fair rate and perhaps lower than we could expect to be charged under a separate contract for incising only, elsewhere.

The contract price of \$6.50 per M. FBM for treatment of cross ties includes incising, and it is only when we compare this with the contract price of \$9.00 per M. for treatment of switch ties and bridge material that the extra charge being made for incising these materials seems out of balance, especially with reference to switch ties. It seems that the contract price is proportionately high enough to include incising charges for these materials also and that an extra charge is no more justifiable than it would be for cross ties.

From our investigation of actual costs to the contractor, I doubt if plant costs are materially higher for switch ties than they are for cross ties, and the additional \$2.50 we are paying for switch ties should be ample to include incising and still insure the contractor a good profit. Mr. Hopkins advises he found the total cost to the contractor in moving switch ties from the stacks to the incisor, incising, loading for treatment and loading out after treatment amounted to only 50¢ per thousand FBM.

Bridge material and lumber runs in odd sizes which are awkward to handle and do not permit loading in full charges for the retorts as in the case of cross ties

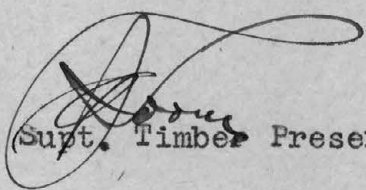
Mr. L. Yager, #2

Jan. 13, 1932

and switch ties so an additional charge for treatment is of course justifiable. The fact that we have no regular program for the treatment of lumber and bridge material should also be taken into consideration and under the present circumstances I do not consider the charges as badly out of proportion as in the case of switch ties.

This matter of incising has been watched very closely since the contract was entered into and if we disregard the contract prices the present rates are fair enough and in my estimation we can do no better than accept Mr. Horrocks' proposal of December 24, copy of which I am sending you herewith. You will note he quotes total compensation and does not demand the 10% allowed in the contract for supervision and profit. This means quite a substantial reduction.

Kindly advise how we should handle this to the best advantage.


General Supt. Timber Preservation.

Encs.

C o p y

WEST COAST WOOD PRESERVING COMPANY

SEATTLE, U.S.A.
December 24, 1931.

Mr. A. J. Loom
General Superintendent Timber Preservation
Northern Pacific Railway Company
Brainerd, Minnesota

Dear Sir:

Your local representatives, Mr. Hopkins and Mr. Harding, discussed with us recently the charge that we have been making for incising switch ties.

While 50¢ per M'BM is none too much as an extra charge for incising bridge ties and timbers, we agree we should make some concession in the charge for incising switch ties, and propose that our total compensation for incising switch ties shall be 40¢ per M'BM, applicable to the switch ties now in the yard ready for treatment, and for any other ties that may be incised before treatment during the life of the present contract with your company.

If this is agreeable, kindly indicate to us so that we may have it as a matter of record.

Yours truly,

WEST COAST WOOD PRESERVING CO.

By (Sgd) H. E. HORROCKS

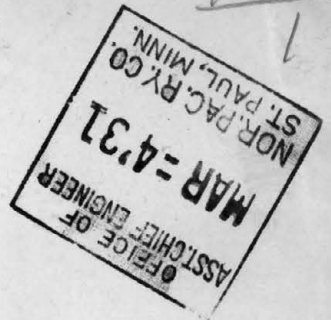
Manager

HEH:I

WEST COAST WOOD PRESERVING CO.

1118 4th Ave. at Seneca St.

SEATTLE, U.S.A.



February 20, 1931.

Bernard Blum, Chief Engineer,
Northern Pacific Railway Company,
St. Paul, Minnesota.

Dear Sir:

This refers to your letter of February 16 concerning the charge for framing bridge material before treatment.

Since the agreement on this subject entered into under date of April 5, 1930, we have added considerable new framing equipment to our Colman plant, have had more experience in the work, and we are now prepared to name you a total charge of \$3.00 per M² BM, based on \$2.73 per M² BM cost plus 10% to cover supervision and profit for the framing of bridge material by us under contract dated November 24, 1926, with J. M. Colman Company, where the framing of such material is in general comparable with material required for creosoted timber ballast deck bridges, your plans 1816-93, February 6, 1928.

The intent of this is to leave open for special consideration designs that call for fairly complicated framing. We would say, however, that our experience during 1930 in framing bridge ties places them in a class covered by this letter and we believe there will be but few instances where your designs call for work that cannot be covered by the \$3.00 charge.

If the above meets with your approval, will you kindly sign your acceptance on one copy of this letter and return for our files.

Yours truly,

WEST COAST WOOD PRESERVING CO.

By H. E. Horrocks,
Manager.

Accepted:

NORTHERN PACIFIC RAILWAY CO.

By Bernard Blum.

OFFICE OF
CHIEF ENGINEER
MAR
4
1931
NOR. PAC. RY.
ST. PAUL, MINN.

THE J. M. COLMAN COMPANY

COLMAN CREOSOTING WORKS.

COLMAN BUILDING

Seattle

Oct. 3, 1927.

Northern Pacific Railway Company,

St. Paul, Minn.

Attention: Mr. Yager.

Gentlemen:-

We will perforate all switch ties up to 600,000 feet B.M. and all bridge timbers up to 200,000 feet B.M. for one year from date at 50¢ per thousand feet in addition to the regular charges for treating the material as per our contract with your road dated November 4, 1926.

Respectfully,

The J. M. Colman Co.

(Sgd.) L. J. Colman

October 11, 1927.

J. M. Colman Company,
Colman Bldg.
Seattle, Washington.

Attention: Mr. L. J. Colman

Dear Sirs:

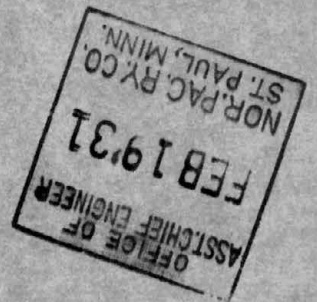
We hereby accept proposal outlined in your letter of October 3, 1927, for a rate of 50 cents per thousand feet B.M. for work of perforating switch ties up to a total of 600,000 feet B.M., and all bridge timbers up to 200,000 feet B.M. for one year from October 3, 1927.

It is understood that Mr. Gibson will instruct you concerning the bridge ties and bridge timbers to be perforated, and you may render bills for this perforation at the rate quoted.

Yours truly,

L. Yager

February 16, 1931.



Mr. H. E. Horrocks, Mgr.,
West Coast Wood Preserving Co.,
1118 Fourth Avenue,
Seattle, Washington

Dear Sir:

Referring to our letter agreement dated April 5, 1930 naming a price of \$3.64 per M BM, plus 10% for framing bridge material before treating:

When we negotiated this agreement it was decided to try it out for a year in order to determine if the price was a fair one. I am advised that from the experience gained since last April that a total price of \$3.00 per M would more equitably cover the services performed, and the matter has been discussed between you and our Mr. Harding. I am perfectly willing to agree to such a price for an indefinite term, if satisfactory to you.

If you agree I would suggest an exchange of letters naming a price of \$2.75 per M feet, plus 10% to cover supervision and profit. This in order that the framing price conform with clause D3 of the contract for the treating work.

Yours truly,

BERNARD BLUM

cc Mr Yager
Mr Loom

Brainerd, Minn., February 12, 1931.

MR. BERNARD BLUM:

With reference to the attached copy of Mr. Hopkins' letter of Feb. 9th to Mr. Stotler in regard to lowering the price now being paid West Coast Wood Preserving Company for framing bridge material at the Seattle plant.

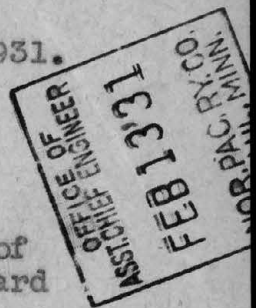
I note in your letter of April 28th, 1930, to Mr. Horrocks you suggest that the present price of \$3.64 plus 10 per cent per M. F.B.M. remain in effect for one year, so no doubt the West Coast Wood Preserving Company has a right to expect your suggestion will be complied with until April 5th, 1931, which will be one year from date of present agreement.

However, we have found that present rate is high and that a new rate of \$2.73 plus 10 per cent will be more equitable for this work and also satisfactory to the contractor so a new agreement should be entered into as soon as consistent, to take effect April 5th, 1931.

In a letter from Mr. Harding, our inspector at the Seattle Plant, he writes as follows:

"The situation of the framing of ties for Bridge #25 seems to be as follows: If the N.P. can hold off for about 3 more weeks, the framing mill will be ready to run here at the "C" Plant. Otherwise it will have to be taken over to Eagle Harbor. It seems that the ties on this bridge are in very bad shape and it is very necessary that they be replaced as soon as possible. Whether or not a week or two longer will make any difference is more than I can say. At any rate, I would like to know if there is any chance of pushing the change in framing cost thru before this order is framed. If there is, maybe I can hold Hayward off for a week or two."

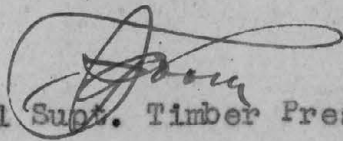
From this you will note the framing mill at the Colman Plant will not be ready for operation for about three weeks but if needed before that time the material will be framed at their Eagle Harbor plant.



Mr. Bernard Blum, #2

Feb. 12th, 1931.

Kindly advise so there will be no unnecessary
delay to the lumber referred to for Bridge 25, Nisqually.


General Supt. Timber Preservation.

Enc

Cy-LX ✓

C O P Y

1513-250

Paradise, Montana,
Feb. 9th, 1931.

A. F. Stotler,
Asst. Chief Engineer,
Seattle, Wash.

Dear Sir:

Referring to your letter of April 22, 1930, to Mr. Bernard Blum, in connection with agreement with West Coast Wood Preserving Company for period of one year on a unit price for framing bridge material before treatment:

The previous agreement as stated in your letter was \$3.64 plus 10%, per thousand. As stated in the letter, the period of one year was to be allowed on this price and at that time, if conditions warranted, a new price would be arrived at that would be equitable to both parties. In the agreement itself, I can find no mention of a time limit being placed in connection with the use of this unit price.

Sufficient records have been kept by my office to show that the price of \$3.64, plus 10%, is higher than it should be to be entirely equitable for the Northern Pacific. I believe that a change in the unit price should be made and have talked with Mr. H. E. Horrocks about this. He is agreeable to making a change that would be more fair to the Railroad. At this time there is an order for 98,000 FBM on hand to be framed and treated for Bridge 25, Nisqually. In case it is thought best to request a lower framing price, it would be well worth while to hold up the framing of Bridge #25 ties until the new price is agreed upon.

Actual cost figures on this work are difficult to obtain, as the direct labor charges only do not cover this work entirely. However, I am very sure that a total cost of \$3.00 would be satisfactory to the Contractor, or a unit price of \$2.73, plus 10% which equals \$3.00. The contract should cover the entire work of framing ballast deck bridge material and all ordinary framing of ties for steel and wooden bridges, together with such additional material as will be reasonable in the judgment of the Railroad Inspector and the Contractor's Superintendent. In order to take advantage of the work on Bridge #25 material, I would suggest that a new agreement be reached as soon as possible.

Yours truly,

(Sgd) G. R. Hopkins
Asst. Gen. Supt. Timb. Pres.

Copy to AJL
GIH
CLH

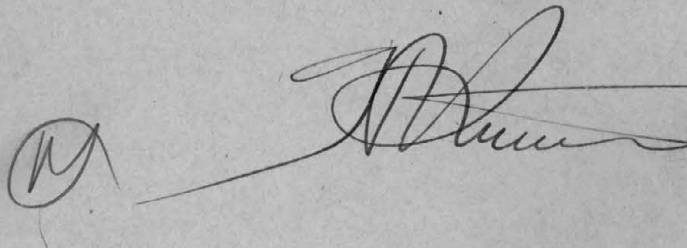
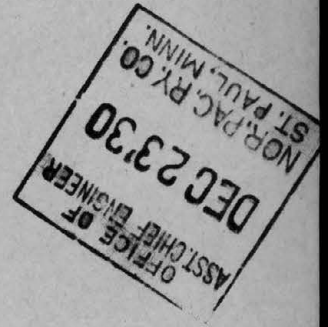
Saint Paul, Minn.,

December 23, 1930.

MR. L. YAGER:

Your letter of the twenty-second about competitive shipments from the West Coast Wood Preserving Company.

I think it would be well for you to keep in touch with this matter through your contact with the Traffic Department and Mr. Coleman, whenever you are on the Coast.

A handwritten signature, possibly "B. L. Yager", is written in dark ink. To the left of the signature is a circular stamp containing the letter "W".

Saint Paul, December 22, 1930w

MR. H. E. STEVENS:

Referring to your letter of December 9 relative to competitive shipments from the Seattle plant of the West Coast Wood Preserving Company -

It has been my understanding all along that we would be entitled to that portion of the total combined competitive business which would be representative of the competitive business formerly handled at the Colman plant. That was the point of view which I presented in my discussion with Mr. Horrocks and he was apparently in agreement with that contention. He outlined the character and amount of competitive business which he enjoyed previous to the consolidation at his own plant, and expressed the opinion that 50% division would give the Northern Pacific more business on the average than that for which we had contended. It was immediately evident that confirmation of his claim could only be made through checking over their records, which he was agreeable to open up for our inspection. That was just what I had in mind in my statement in the first page of my letter to Mr. Coman, October 31. It is my idea that after this check had been made by one of our Traffic representatives, we could continue our

Mr. Stevens, #2

December 22 1930

discussion with Mr. Horrocks or even Mr. Colman if the developments should indicate that course to be desirable.

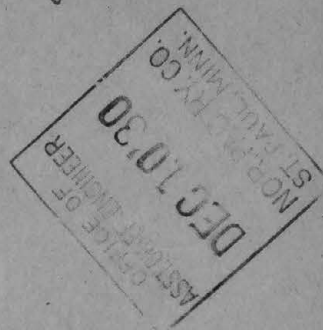
It is my understanding that the railway business handled for the Milwaukee is greater than that for the Northern Pacific, so that they will likewise be insisting on as large a share as possible of the competitive commercial business. A possible situation developing after this concern takes on Great Northern railway business was not discussed with Mr. Horrocks, but I do not believe that we would have to be content with a one-third division if the magnitude of the Great Northern business did not justify that rate of division. I believe that Mr. Horrocks intends to be fair in this matter, and that we can come to some better understanding if the Traffic Department determine the relationship of competitive commercial business to the Colman plant to the total commercial business.

Assistant Chief Engineer.

Tuf 12/15

Saint Paul, Minn.,

December 9, 1930.



MR. L. YAGER:

Returning Mr. Coman's letter to you of December 3 about competitive commercial shipments from the Seattle plant of the West Coast Wood Preserving Company.

Apparently our traffic department will be satisfied with a 50-50 split of the business but it was my impression that under the terms of our contract and the understanding had with the Coleman people at the time we made the contract, we were in position to claim considerably in excess of an even split of the business.

Will you advise your understanding.

NOTED By

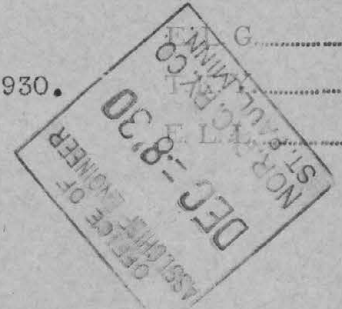
H. E. S.

B. O. J.

G.

Seattle, December 3, 1930.

*Mr. Sluiter
To Mr. J. J.
17/4*



Mr. Louis Yager:

Referring to your letter of October 31 and subsequent letters of November 3 and 22 about the competitive commercial shipments from the Seattle plant of the West Coast Wood Preserving Company. I am attaching copy of Mr. Burnham's report of the 2nd and there appears to be no reason why we cannot secure fifty per cent of this business regardless of the volume.

As Mr. Burnham will keep in touch with the matter, I think no further action at this time is necessary on your part. I have of course advised Mr. Burnham that our contract with the West Coast Company runs for ten years from January 1, 1927.

Thank you for your interest in the matter.

H. G. Conway

COPY

Seattle, December 2, 1930.

Mr. W. E. Coman:

Referring to your letter of November 6th relative to business of the West Coast Wood Preserving Company, Seattle, who are now operating the Coleman Creosoting Company's plant:

I discussed with Mr. Horrocks the routing of their business and he tells me that on account of having contracts with both the N.P. and Milwaukee, they divide their business equally between the two lines and before making shipments they check up the routing and give the business to the line which secures the longest haul possible. In the case of the Milwaukee shipments referred to in the attached paper, there is only one car, that is to Woodward, Oklahoma, on which we could have received a haul equally as long as the Milwaukee, as all of our rates to the other points apply via Wallula whereas the Milwaukee rates with the Union Pacific apply via Butte and Silver Bow. The Union Pacific have not been willing to join with us in rates to these points so as to give us the longer haul than via Wallula. You will also note on the shipments we handled we received the haul to Laurel on the greater part of them. Mr. Horrocks said it was a mistake in routing the car for Woodward, Oklahoma via the Milwaukee as it should have been given to our line.

I called to his attention the fact that the Milwaukee are receiving much more business from their plant than we are, and he stated he expected to receive some orders before very long whereby he could equalize the number of cars shipped. Mr. Horrocks expressed himself as being desirous of giving us as much business as the Milwaukee, and he also said he was negotiation with the Great Northern for some of their work and if he secured this, the business would be divided three ways.

I will keep these papers before me and will call on Mr. Horrocks again in two or three months and make another check of these shipments, and if we are not receiving a better break will then ask him to give us some of this business via Wallula which he is moving in connection with the Milwaukee. The amount of business they are able to give us is not very heavy and it is quite possible that our work could be placed with some other concern which is in a position to favor us to a greater extent than the West Coast Wood Preserving Company. However, I do not know how long a contract we have with them. It is possible the National Pole Co. could do this work for us, and as they have much more business than the West Coast Wood Preserving Co, we might secure a larger number of cars from them.

cc R.W.Clark.

J. L. BURNHAM (Sgd)

Saint Paul, November 22, 1930w

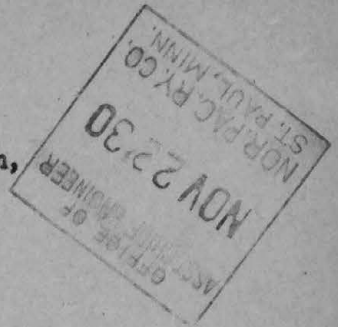
MR. W. E. COMAN:

For the purpose of communicating further information in connection with routing of commercial shipments from the West Coast Wood Preserving Company at Seattle, concerning which I wrote you on October 31 and November 3, I am now handing you copies of letters exchanged between Mr. R. W. Fenton, Shippers' Traffic Service Bureau, Seattle, to Mr. Horrocks, and Mr. Horrocks letter to our Mr. Hopkins.

Assistant Chief Engineer.

copy Mr. H. E. Stevens.

Seattle, Washington,
November 18, 1930.



Mr. L. Yaeger,
Asst. Chief Engineer,
St. Paul, Minn.

Dear Sir,

With reference to the correspondence on through traffic from Colman plant Seattle and to our conversation with Mr. Horrocks at the Arctic Club recently regarding the long haul loads from the plant going East by Milwaukee,

I am sending you copies of letters received yesterday from Mr. Horrocks on this matter and also from Mr. R.W. Fenton, private Commercial traffic router who was directly responsible for the routing of the loads in question.

Copy to Mr. A.J. Loom.

A. H. Hapkins

(Signature)

C O P Y

WEST COAST WOOD PRESERVING COMPANY

SEATTLE, WASH.

Seattle, Wash.,
Nov. 14, 1930.

Mr. George R. Hopkins,
Room 15, NP Freight House,
Seattle, Wash.

Dear Mr. Hopkins,

With regard to routing of shipments destined to certain D&RG points in Colorado and Utah concerning which we have had discussion, I have obtained from the Shippers Traffic Service Bureau, Mr. Fenton, a rule on this subject as per copy attached.

You will note that Mr. Fenton gives his traffic authorities.

You will remember that in discussing this, I told you and Mr. Yaeger that where one of our northwestern railroad friends could secure a long haul and, consequently, a better division, we thought it only fair that advantage should be taken of that condition. There is no other reason whatever for loading all of this particular business via the Milwaukee Railroad to Silver Bow. We fully intend to deal with entire fairness toward the roads for whom we are treating large quantities of materials.

If there are any other comments you care to make on this, we wish you to feel entirely free to do so.

Yours truly,

WEST COAST WOOD PRESERVING COMPANY

By H.E. Horrocks, Mgr.

HEH:I

C O P Y

Shippers Traffic Service Bureau

623 McDowell Building

Seattle, Wash.

Nov. 13, 1930.

West Coast Wood Preserving Co.,
Northern Life Building,
Seattle, Wash.

Attention: Mr. Horrocks

Dear Sir:

Confirming 'phone conversation this date, this is to advise that there is no through rate to points on the Union Pacific south and east of Idaho Falls or to points on the D.& R.G.W. east of ~~Ogden~~ Ogden, Utah, applicable via Northern Pacific, Silver Bow and Union Pacific. There are, however, through rates applying via Northern Pacific, Silver Bow to points on the Union Pacific branch running from Silver Bow to Idaho Falls. The only Northern Pacific routings available to the above described points are via Wallula.

The tariff authority for these routings is the Transcontinental Freight Bureau - East Bound - Tariff #18-K.

Trusting that this is the information that you desired, I am,

Yours very truly,

Shippers Traffic Service Bureau,

By: R.W.Fenton

RWF:F

Saint Paul, November 3, 1930w

MR. W. E. COMAN:

Referring to my letter of October 31,
relative to division of competitive commercial business
on Seattle plant of the West Coast Wood Preserving
Company -

I am attaching hereto letter from our Mr. Hopkins
and the list of shipments by the Northern Pacific which
he has drawn off for the period July 1, to October 7
this year. This is the information which I promised to
send you. Mr. Horrocks assured me that he personally
supervises the routing of all competitive business, but
in view of the statements made concerning Mr. Fenton,
local commercial traffic manager, I believe it would be
well to have this party looked up. With this list of
competitive shipments you will be able to determine
whether the Northern Pacific is at a disadvantage on any
through rate combinations. If, after an opportunity to
have this matter investigated we can be of any assistance
to you in straightening out any matters, we will be glad
to lend our assistance.

Assistant Chief Engineer

copy Mr. H. E. Stevens

On U.P. Train 562, November 3, 1930.



Mr. Louis Yager:

Thanks for your letter of the 31st advising of your talk with Manager Horrocks of the West Coast Wood Preserving Company.

I will ask Mr. Burnham to investigate the situation as suggested by you and after he has done so, will discuss it with him so that he can enlist your further interest if necessary.

McGowan

W

Seattle, Wash., October 31, 1930.

Mr. L. Yager,
Asst. Chief Engr.
St. Paul, Minn.

Dear Sir:

Replying to your request of yesterday I am sending you some information as to shipment of loads from the Colman plant of the West Coast Wood Preserving Company over the Milwaukee and over the Northern Pacific. I have covered only the period from about the first of July to October 7, 1930 and in going over the shipments I omitted all short haul and numerous loads that went to local points on the particular road and which was not competitive.

I have made no attempt to single out the competitive loads but am sending you all of the data with the hope that more accurate analysis made develops something to our advantage.

It does seem to me that there is an unbalanced condition here with respect to a fair adjustment of long haul loads between the two roads, and I cannot help but believe that the Milwaukee road is being favored to considerable extent and to our expense.

The routing is being done by a commercial traffic manager, a Mr. R. W. Fenton, and is not directly under the charge of Mr. Horrocks.

Mr. Horrocks has told me that the only influence directing the routing of these long haul loads is that of freight rates, and as his company always quotes prices FOB destination he is always interested in these costs. If we can show that our rates are not any higher than those over the routings indicated, it would seem that we would be entitled to some of the long haul loads that have been handled by the Milwaukee.

Please let me know if there is any other information that would be useful along this line.

Yours truly,

G. R. Hopkins
Asst. Gen. Supt. Tim. Pres.

On #4, Idaho Division
October 31, 1930w

MR. W. E. COMAN:

Referring to our conversation yesterday morning, relative to the division of routing on commercial shipments from the Seattle plant of the West Coast Wood Preserving Company -

I discussed this with Mr. Horrocks, manager of the plant, yesterday, and found him very reasonable in his attitude toward our position. It has been our position that we are entitled to the haul on all the competitive commercial business which was formerly tributary to the Colman plant. Since the consolidation of the two plants the handling of commercial business has been somewhat altered by the fact that commercial business under competitive conditions handled at Pacific Creosoting plant is now more advantageously handled at the Seattle plant, so that he was under the impression that an equal division of business from the Seattle plant would give us more of the commercial business than we previously enjoyed. Mr. Horrocks expressed himself as being very agreeable to discussing the whole situation with our Traffic Department, and would place before us all his records bearing on this subject. I therefore suggest that you delegate someone to discuss the subject

Mr. W. E. Coman, #2

October 31, 1930

with him at your convenience. If after this has been done we can be of any further assistance either through working with Mr. Horrocks or Mr. Colman, we will be very glad to do so. I did not discuss the matter with Mr. Colman, as I thought in view of Mr. Horrocks evident interest to be fair in the matter, it will be a better policy to wait until later developments justified handling with Mr. Colman. Mr. Horrocks stated that only in a few cases does the consignee reserve the routing of commercial business. He depends on a local routing agency for traffic routing advice. It might be well for our Traffic Department to investigate this party to determine whether this party is in any way influenced against the Northern Pacific.

This matter came up with us through our local representative at the plant noticing a Milwaukee shipment for Colorado, routed over the Milwaukee through Butte, the explanation being given that the Northern Pacific did not have as favorable rate on this shipment through Butte. This does not seem reasonable to me, and I am gathering the data, and will submit it to you for investigation.

Assistant Chief Engineer

copy Mr. H. E. Stevens

922
1

WEST COAST WOOD PRESERVING COMPANY

Seattle, U. S. A.

April 5, 1930.

Northern Pacific Railway Company,
St. Paul, Minnesota.

Gentlemen:

Referring to the letter of November 20, 1929, from the J. M. Colman Company to yourselves naming tentative price of \$4.00 per M³BM for framing bridge material before it is treated under contract dated November 4, 1926, the framing of such material to be generally in accordance with your plan for creosoted Timber Ballast Deck Trestle, 1816-93, February 6, 1928.

Experience since that letter was written satisfies us that the price named is a fair one for the framing named and for any framing reasonably comparable with same.

In order that this framing price may conform with Clause D-3 covering "other handlings", we propose to do such framing for \$3.64 per M³BM, plus 10% to cover supervision and profit.

If the above meets with your approval, will you kindly sign your acceptance on one copy and return to us.

Yours truly,

HEH:I

Accepted: BERNARD BLUM
Chief Engineer
Date: April 28, 1930.

WEST COAST WOOD PRESERVING CO.
By H. E. Horrocks,
Manager

On #337, Seattle Divn.,
April 28th, 1930.

Mr. H. E. Horrocks, Mgr.
West Coast Wood Preserving Co.,
118 Fourth Avenue,
Seattle, Washington.

Dear Sir:

Your letter of April 5th, in triplicate, quoting price of \$3.64 per M³BM for framing material to conform with Clause D-3 of the contract covering treatment of timber for the Northern Pacific:

I am returning herewith copy of your letter, which I have accepted. We will proceed accordingly and I would suggest that this remain in effect for one year, at which time we can determine if it is mutually satisfactory for the framing which you are called upon to do. If this is agreeable to you, will you kindly acknowledge.

Yours truly,

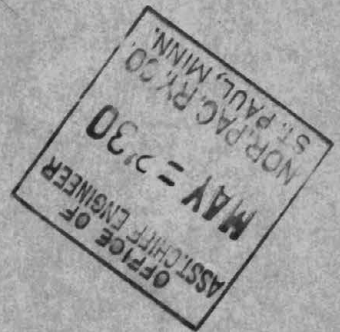
BERNARD BLUM

cc: Mr. R. H. Relf

Mr. L. Yager Mr. A. F. Stotler
Mr. Andrew Gibson

OFFICE OF
CHIEF ENGINEER
MAY
17
1930
110R. PAC. RY.
ST. PAUL, MINN.

On #337, Seattle Divn.,
April 28th, 1930.



Mr. R. M. Relf:

I am attaching herewith letter received from the West Coast Wood Preserving Company, dated April 5th, successors of the J. M. Colman Company, and my acceptance of this date, covering price of framing lumber for the Railway Company. I presume that this copy should be filed with the original contract.

Under date of December 10, 1929 I sent you letter agreement with the Colman Company to cover framing at a price of \$4.00 per M BM. The attached agreement supersedes the letter agreement dated November 20th and, in effect, reduces the cost to us by 40¢.

Will you kindly have this distributed to those interested.

BERNARD BLUM
Chief Engineer.

cc Mr. L. Yager
Mr. A.F. Stotler
Mr. Andrew Gibson

On #337, Seattle Divn.,
April 28th, 1930.

Mr. H. B. Horrocks, Mgr.,
West Coast Wood Preserving Co.,
118 Fourth Avenue,
Seattle, Washington

Dear Sir:

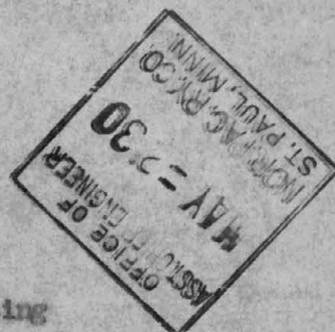
Your letter of April 5th, in triplicate, quoting price of \$5.64 per M BM for framing material to conform with Clause D-3 of the contract covering treatment of timber for the Northern Pacific.

I am returning herewith copy of your letter, which I have accepted. We will proceed accordingly and I would suggest that this remain in effect for one year, at which time we can determine if it is mutually satisfactory for the framing which you are called upon to do. If this is agreeable to you, will you kindly acknowledge.

Yours truly,

BERNARD BLUM

ccMr. R.H. Relf
Mr. L. Yager
Mr. A.F. Stotler
Mr. Andrew Gibson



WEST COAST WOOD PRESERVING CO.

Seattle, U.S.A.

April 5, 1930

Northern Pacific Railway Company,
St. Paul, Minnesota.

Gentlemen:

Referring to the letter of November 20, 1929, from the J. M. Colman Company to yourselves naming tentative price of \$4.00 per M'BM for framing bridge material before it is treated under contract dated November 4, 1926, the framing of such material to be generally in accordance with your plan for creosoted Timber Ballast Deck Trestle, 1816-93, February 6, 1928.

Experience since that letter was written satisfies us that the price named is a fair one for the framing named and for any framing reasonably comparable with same.

In order that this framing price may conform with Clause D-3 covering "other handlings", we propose to do such framing for \$3.64 per M'BM, plus 10% to cover supervision and profit.

If the above meets with your approval, will you kindly sign your acceptance on one copy and return to us.

Yours truly,

WEST COAST WOOD PRESERVING CO.

By H. E. Horrocks
Manager.

HEH:I

Accepted _____

Date _____

COPY

927-14199

Northern Pacific Ry. Co.

Office of Asst. Sec'y

ASSIGNMENT OF CONTRACT

FJG
BB
HES

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to it in hand paid, the receipt whereof is hereby acknowledge, the undersigned, THE J. M. COLMAN COMPANY, a corporation, does hereby sell, assign and set over to WEST COAST WOOD PRESERVING CO., a corporation, all right, title and interest of the said The J. M. Colman Company in and to that certain contract with the Northern Pacific Railway Company, a corporation, dated the 4th day of November, 1926, for the sale by assignor and the purchase by said Northern Pacific Railway Company of the material described in said contract.

That an executed counterpart of the contract hereinabove mentioned is hereto attached and by reference made a part hereof.

Seattle, Washington, January 31st, 1930.

THE J. M. COLMAN COMPANY

By L. J. Colman

President.

(SEAL)

Attest: George A. Colman,
Secretary.

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned WEST COAST WOOD PRESERVING CO. does hereby accept the foregoing assignment, and does hereby agree to be bound by and to perform each and all the terms, conditions and provisions of the contract above described between the said The J. M. COLMAN COMPANY, a corporation, and the Northern Pacific Railway Company, a corporation.

Dated this 31st day of January, 1930.

WEST COAST WOOD PRESERVING CO.

By L. C. Crury,

Vice President

(SEAL)

Attest: H. D. Barrall,
Secretary.

CONSENT TO ASSIGNMENT

FOR A CONSIDERATION of One Dollar (\$1.00) to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned, NORTHERN PACIFIC RAILWAY COMPANY, a corporation, does hereby approve and consent to the assignment above made of the contract between The J. M. Colman Company and the Northern Pacific Railway Company therein mentioned.

Dated this 3rd day of March, 1930.

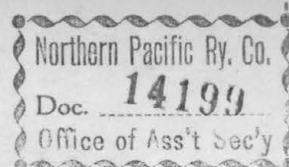
NORTHERN PACIFIC RAILWAY COMPANY

By H. E. Stevens,
Vice President

ATTEST:

R. H. Relf,
Assistant Secretary (SEAL)

COPY



WEST COAST WOOD PRESERVING COMPANY

1118 4th Ave. at Seneca St.

SEATTLE, U.S.A.

February 1, 1930.

Engineering Department,
Northern Pacific Railway Co.
Smith Tower
Seattle.

Gentlemen:

We wish to announce to the Trade that as of February 1st, 1930, we have taken over the timber treating business of the Pacific Creosoting Company and The J. M. Colman Company, both of Seattle, Washington. The trade policies of, and the service rendered by, those companies will be maintained.

With control of the operation and facilities of the preceding companies, under one management, we can, and will, render the Trade even better service than it has received in the past.

Contracts and other obligations involving the purchase of supplies and equipment for the creosoting properties of Pacific Creosoting Company and The J. M. Colman Company, have been assumed, and will be fully carried out, by the West Coast Wood Preserving Company.

Unfilled contracts and orders placed with the two companies named above, whereby they are to furnish treated timber or other products of their wood preserving properties, have also been assumed by the West Coast Wood Preserving Co., and will be executed in accordance with the original agreement with The J. M. Colman Company or the Pacific Creosoting Company, respectively.

Soliciting your business and promising you prompt and careful service, we are

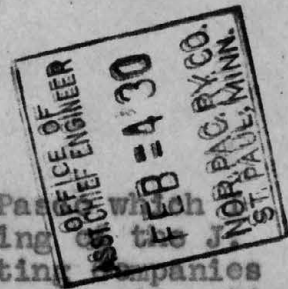
Very truly,

WEST COAST WOOD PRESERVING CO.

(sgd) H. E. Horrocks,
Manager.

Seattle, Wash., January 31st, 1930.

Mr. Bernard Blum,
Chief Engineer,
St. Paul, Minn.



Dear Sir:

In reply to your letter of 26th from Pasadena which received yesterday morning relative to the merging of the J. M. Colman Creosoting Co. and the Pacific Creosoting Companies of Seattle. This is a matter that has been under consideration by the two companies for some time but only a few days ago have they definitely decided to merge and on February first the consolidation becomes effective.

I talked with Mr. L. J. Colman about the matter on Monday last and asked him how this would affect his contract with the Northern Pacific Railway and he assured me that the new company of which he is President would treat the contract just exactly the same as if handled by the J. M. Colman Company and he said he would write me to this effect.

I am enclosing his letter herewith which states that formal papers confirming the transfer will be forwarded within a few days. The incorporators of the new company are L. C. Colman, President of the old and also of the new company; L. C. Henry, President of the Pacific Creosoting Co.; Geo. A. Colman, Sec'y-Treasurer of the old Colman Co.; W. C. Butler, Vice-President of the old Pacific Creosoting Company; J. G. McFee, Vice-President of the Pacific Creosoting Co.; Kenneth B. Colman, son of Mr. L. C. Colman; John H. Powell, an attorney in Seattle who attends to all legal matters for the old Colman Co. and will perform the same duties for the new company; A. D. Barrall, the Auditor for the old Colman Company and will be Secretary-Treasurer with the new company. H. E. Horrocks, the present manager of the Pacific Creosoting will be manager of the new company as well as manager of the Eagle Harbor plant which will now be jointly operated.

The old Colman Co. will continue to own the Colman Plant. The new organization will be known as the West Coast Wood Preserving Co. and are incorporated with a capital of \$800,000.00.

The Colman family own 50% of the stock, L. C. Henry and J. G. McFee 30% and W. C. Butler and associates 20%.

The new General Manager, H. E. Horrocks, will be the man we will have to deal with and we know him very well and have no fear of any trouble; in fact our dealings with him in former years leads me to believe that there will be complete harmony

Mr. Bernard Blum, #2

January 31, 1930

exist between the West Coast Wood Preserving Co. and the
Northern Pacific Railway Company.

Yours truly,

Supt. T. P. & T. T. Plants.

Enc

Dict. A.G.

Cy. L.Y. ✓

(Copy)

The J. M. Colman Company
Colman Creosoting Works

Colman Building

Seattle

January 31, 1930.

Mr. Andrew Gibson, Supt.,
Timber Preservation,
Northern Pacific Railway Company,
Brainerd, Minn.

Dear Sir:

Confirming our conversation of yesterday in regard to the taking over by the West Coast Wood Preserving Company the contract the J. M. Colman Company now has with the Northern Pacific Railway Company for the treatment of ties, lumber and other forest products.

It is the understanding that the Northern Pacific contract will continue to be handled by the newly organized company in accordance with the terms of the contract you now have with the Colman Company and we sincerely hope that the friendly relations existing between the Northern Pacific and the J. M. Colman Company may be continued in the new relationship.

Formal papers confirming this transfer will be forwarded to you within a few days.

Yours very truly,

THE J. M. COLMAN COMPANY

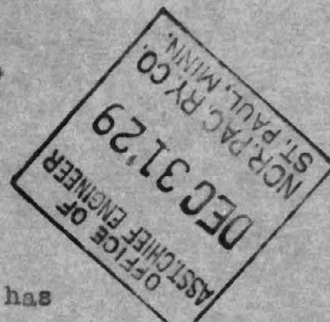
(Sgd) L. J. Colman, Pres.

McGaughey

Paragraph 22 page
8 of Contract covers continuation
by successors and assigns.

① M 12/31-29

Saint Paul, December 30, 1929.




Mr. H. E. Stevens:

Mr. Andrew Gibson advises me that he has received some information that the J. M. Colman Company, Seattle, the Pacific Creosoting Company, and the Baxter Company of California, plan to consolidate, forming a new corporation to be known as the West Coast Wood Preserving Company. The advice is that the new company will lease the plants of the Pacific Creosoting Company and the Colman Company, and that Mr. Harry Horrocks will manage the new company. I understand that Mr. Horrocks is well qualified and I presume that they intend to carry on our work under the existing contract.

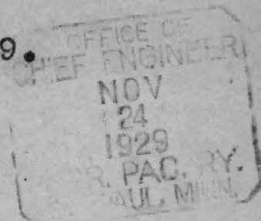
BERNARD BLUM
Chief Engineer.

BE B

cc Mr. L. Yager



6595-
Seattle, Wash., Nov. 20th, 1929.



Mr. Bernard Blum,
Chief Engineer,
St. Paul, Minn.

Dear Sir:

At the end of October Mr. Meckstroth, Agent, Seattle, sent us another bill for demurrage or penalty against the Colman Co. for the month of October. The bill calls for a total of \$77.00 but when corrected it amounts to \$61.00 which cannot be collected from the fact that we have the Colman Yard congested with over 600,000 ties when according to our Contract our maximum should not exceed 350,000.

Another matter we are up against is a car shortage for shipping out treated material. If we attempted to collect this penalty bill the Colman people would reciprocate by billing against us for delaying operations to their plant waiting for empty cars and their bill would offset ours a great many times. Suggest that Mr. W. J. Stevenson, Auditor of Agencies, be advised that the above mentioned bill cannot be collected.

Yours truly,

A handwritten signature in cursive script, appearing to read "T. P. & T. T. Plants".

Supt. T. P. & T. T. Plants.

Dict. AG

Seattle, Wash., Nov. 20th, 1929.

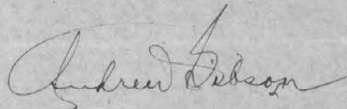
Mr. Bernard Blum,
Chief Engineer,
St. Paul, Minn.

Dear Sir:

At the end of October Mr. Meckstroth, Agent, Seattle, sent us another bill for demurrage or penalty against the Colman Co. for the month of October. The bill calls for a total of \$77.00 but when corrected it amounts to \$61.00 which cannot be collected from the fact that we have the Colman Yard congested with over 600,000 ties when according to our Contract our maximum should not exceed 350,000.

Another matter we are up against is a car shortage for shipping out treated material. If we attempted to collect this penalty bill the Colman people would reciprocate by billing against us for delaying operations to their plant waiting for empty cars and their bill would offset ours a great many times. Suggest that Mr. W. J. Stevenson, Auditor of Agencies, be advised that the above mentioned bill cannot be collected.

Yours truly,



Supt. T. P. & T. T. Plants.

Dict. AG

Saint Paul, Minnesota

October 25, 1929w

MR. W. J. STEVENSON:

This will acknowledge receipt of your letter of the 4th instant, attaching copy of demurrage statement prepared by Mr. T. W. Meckstroth, Agent, Seattle, covering delay to cars at the treating plant of the J. M. Colman Company, Seattle. This statement is properly prepared, in accordance with the intent of the contract and subsequent instructions.

This demurrage is somewhat complicated by the fact that we have shipped into this plant, ties in excess of the ^{Maximum} ~~minimum~~ of 350,000, by almost two to one, in order to allow the Purchasing Department to take advantage of favorable purchases, thereby crowding their yard capacity to such an extent that cars could not be unloaded advantageously. This, of course, *will be* ~~we will~~ take into consideration, in connection with ~~any~~ penalties to be assessed against the Colman Company, for delays to cars, under their contract.

TRG

Assistant Chief Engineer.

cy: Mr. Bernard Blum. ✓

Saint Paul, Minnesota

October 26, 1929w

MR. W. J. STEVENSON:

This will acknowledge receipt of your letter of the 4th instant, attaching copy of demurrage statement prepared by Mr. T. W. Meckstroth, Agent, Seattle, covering delay to cars at the treating plant of the J. M. Colman Company, Seattle. This statement is properly prepared, in accordance with the intent of the contract and subsequent instructions.

This demurrage is somewhat complicated by the fact that we have shipped into this plant, ties in excess of the maximum of 350,000, by almost two to one, in order to allow the Purchasing Department to take advantage of favorable purchases, thereby crowding their yard capacity to such an extent that cars could not be unloaded advantageously. This, of course, will be taken into consideration, in connection with penalties to be assessed against the Colman Company, for delays to cars, under their contract.

TRG

Assistant Chief Engineer.

cy Mr. Bernard Blum

MEMORANDUM

MR. BERNARD BLUM:

Referring to the attached papers, terminating with Mr. Gibson's letter of the 23d instant, relative to penalties against the Colman Company, for delays to cars at their plant -

This has been the subject of considerable correspondence, as marked in my file 922-1, attached. Inasmuch as Mr. Gibson has been given entire and complete supervision of this contract, for the railway company (see my letters of Feb. 20, 1928, to Mr. Gibson, J. N. Colman Co., and Mr. A. V. Brown) I presume it will be proper to reply to Mr. Stevenson that no penalties should be assessed against contractor for demurrage listed in Mr. Meckstroth's statement for the months January to July, 1929, attached.

L. Yager.

St. Paul, Minnesota
October 25, 1929w.

Brainerd, Minn., October 24, 1929.

Mr. L. Yager:

Attached hereto is file which accompanied your letter of October 7th which should have been attached to my letter of October 23rd in regard to penalizing the Colman Company for delays in unloading railway material at the Colman Plant.

Andrew Gibson

Enc

Brainerd, Minn., October 23, 1929.

M. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

Dear Sir:

In further reference to my letter of October 11th relative to penalties assessed against the Colman Company for delays to cars.

I find that, beginning with the month of August, 1927, we had in the Colman Plant considerably more than the maximum number of ties agreed upon in their contract, and for your information I enclose herewith statement showing ties by months in the Colman Plant, including equivalents, such as switch ties, lumber and piling.

If the Colman Company were assessed in accordance with Mr. Meckstroth's report, there would be due from them \$531.00, but I cannot see where we can make any collection, considering the fact that we not only exceeded the 350,000 maximum, but went up to over 600,000 ties in the yard, which is crowding their capacity excessively and did not give them the opportunity to work and unload cars as promptly as they otherwise would.

The following table shows, by months, the amount of material in the Colman yard. Column 1 shows cross ties only; Column 2 shows the total material in the yard, including equivalents, such as switch ties, lumber and piling. It will be readily seen that we have overcrowded the Colman yard very materially and, personally, I cannot see how we could consistently assess the contractor for withholding cars slightly longer than absolutely necessary. There was no negligence on the part of the plant which caused the delays, other than that they were busy with our work of unloading, treating and shipping and could not conform to the required time in unloading the material; therefore, I would recommend that any claim against them should be waived.

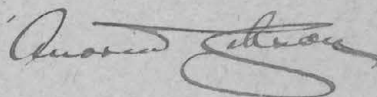
	<u>Cross Ties</u>	<u>Total Material</u> <u>(Including Equivalents)</u>
1927		
August	376,502	393,478
September	429,331	449,126
October	442,172	462,759
November	471,597	492,394
December	467,093	476,896

Mr. L. Yager, #2

October 23, 1929.

	<u>Gross Ties</u>	<u>Total Material (Including Equivalents)</u>
1928		
January	430,314	457,980
February	434,564	466,653
March	450,522	497,133
April	499,077	557,308
May	509,441	571,452
June	502,347	565,823
July	491,198	554,641
August	490,431	531,309
September	478,451	502,787
October	412,662	428,852
November	368,780	384,075
December	341,380	356,405
1929		
January	372,713	390,586
February	363,705	384,136
March	389,716	422,211
April	471,917	510,344
May	526,486	570,239
June	548,923	594,040
July	552,565	597,273
August	547,088	591,404
September	558,167	601,981

Yours truly,



Supt. T. P. & T. T. Plants.

Brainerd, Minn., October 11, 1929.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

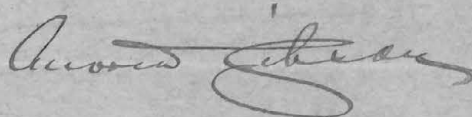
Dear Sir:

Replying to your letter of October 7th in regard to penalties assessed against the Colman Company for delays to cars under load in their yard.

I had this matter gone over quite extensively when at Seattle and have Mr. Hopkins now looking up our records as to what number of ties we had in the yard each month that the penalty was assessed. As soon as I get his statement with this information I will answer your letter more fully.

In the meantime, however, my letter of August 27th you will find pretty fully covers this case.

Yours truly,



Supt. T. P. & T. T. Plants.

RECEIVED
OCT 17 1929
ST. PAUL, MINN.

Saint Paul - October 7, 1929w.

MR. ANDREW GIBSON:

Referring to our correspondence terminating with your letter of August 27, with reference to penalizing the Colman Company for delays in unloading ties and other material at the Colman plant -

I am attaching correspondence received from Auditor of Agencies, under date of October 4, which contains Mr. Meckstroth's statement of demurrage for the current year. After you have reviewed these papers, will you please advise what penalty, if any, you consider should be made for delays to these cars.

TRG

Assistant Chief Engineer.

St. Paul, Minn., Oct. 4, 1929.

1-14498

Mr. Louis Yager,
Ass't. Chief Engineer.

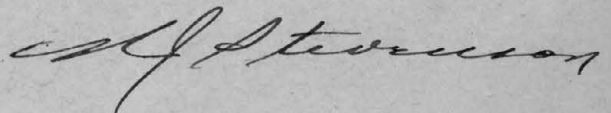
On August 15, 1929 I wrote T.W. Meckstroth, Agent, Seattle, a letter, copy of which is attached. I also attach a copy of his reply October 1, in which he states that he is enclosing one copy of demurrage statement which he figures is assessed in accordance with the contract. I asked him to send me three copies, but in view of the fact that he has sent one copy to Mr. Hopkins, possibly it will not be necessary for you to handle a copy of the statement, but I would advise that it amounts -

For January 1929	\$210.00
" February	60.00
" March	68.00
" April	130.00
" May	2.00
" June	45.00
" July	2.00

These dates are only for the current year, but you will note that Mr. Meckstroth states in his letter August 10 that he has made several reports and passed them on to Mr. Hopkins.

Will you please advise if the requirements of the contract have been complied with and proper detention charges received by the N.P.Ry. as provided for therein?

wjs-hr



(COPY)

Seattle, Wn., October 1, 1929.

File 88 D-385

Mr.W.J.Stevenson, AA.,

-St.Paul, Minn.

Your letter of August 15, File 1-11861
in reference to demurrage charges to be assessed
account of Colman Creosoting Co.

I am enclosing herewith a statement showing
demurrage which we figure is assessed in accordance
with contract referred to.

This covers period January to July 1929
inclusive. Have furnished duplicate copies of this
report to Mr.Hopkins of the Tie Treating & Timber
Preservation Plant.

(Sgd) T.W.Meckstroth,

Agent.

twm-g

Acct.

10/15

Mr G R Hopkins

Herewith statement for
Sept. there was nothing
due for August

J W Wickstead
acct.

.....Carloads

.....Millers

Rated.....L. C. L.

.....Copies

78.....Prepays

Name: *Michaell*

356.....L. C. L.

6.....Copies

52.....Prepays

.....Listing Prepays

X.....Listing Advances

282.....L. C. L.

.....Copies

71.....Prepays

.....Listing Prepays

.....Listing Advances

Name: *Lorenz*

94.....Prepays

X.....Extensions and Tonnage

1043.....Total Tickets

188.....Total Transfer Waybills

295.....Total Prepays

Gates

295
1338

N. P. 1567
5-24DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN
REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN CREOSOTING STATION FOR THE MONTH OF JANUARY

REPORT NO.

SHEET 19

CAR		CONTENTS	CONSIGNOR OR CONSIGNEE	STATE OR INTERSTATE	DATE RECEIVED	DATE NOTIFIED	DATE INSPECTED	DATE ORDERED	CONSTRUCTIVE PLACEMENT	ACTUAL PLACEMENT		DATE RELEASED	PRO. NO.	CHARGES
INITIAL	NUMBER													
	6 9 082	TIES	J M COLMAN		12 31					1	2	1 8		8 00
	55498	DO	DO		12 30					1	2	1 4		2 00
	63140	DO	DO		12 30					1	2	1 4		2 00
	66221	LUMBER	DO		12 30					1	2	1 8		8 00
	69717	DO	DO		12 30					1	2	1 7		6 00
	66123	DO	DO $\frac{1}{2}$		12 30					1	2	1 5		4 00
	68213	DO	DO		12 30					1	2	1 7		6 00
	69460	TIES	DO		12 30					1	2	1 4		2 00
	56410	DO	DO		12 30					1	3	1 5		2 00
	56664	DO	DO		12 30					1	3	1 5		2 00
	56316	DO	DO		12 30					1	3	1 7		4 00
	57728	DO	DO		12 30					1	3	1 7		4 00
	6 2604	DO	DO		12 31					1	3	1 5		2 00
	67196	DO	DO		1 4					1	8	1 10		2 00
	56113	DO	DO		1 4					1	8	1 10		2 00
	57611	DO	DO		12 28					12	31	1 3		2 00
	65651	DO	DO		12 28					12	31	1 4		4 00
	56772	DO	DO		12 25					12	28	1 3		6 00
	54757	DO	DO		12 25					12	28	1 3		6 00
	56787	DO	DO		12 25					12	28	1 3		6 00
	53710	DO	DO		12 25					12	28	1 2		4 00
	67341	DO	DO		12 25					12	28	1 3		6 00
	69322	DO	DO		12 27					12	29	1 2		2 00
	54523	DO	DO		12 28					12	31	1 4		4 00
	57941	DO	DO		12 28					12	31	1 4		4 00
	56512	DO	DO		12 28					12	31	1 5		6 00

T W MECKSTROTH

106 00

AGENT

N. P. 1567
5-24DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN
REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN CREOSOTING CO

SHEET 2

STATION FOR THE MONTH OF JANUARY 1929 REPORTING NO. 19

CAR		CONTENTS	CONSIGNOR OR CONSIGNEE	STATE OR INTERSTATE	DATE RECEIVED		DATE NOTIFIED		DATE INSPECTED		DATE ORDERED		CONSTRUCTIVE PLACEMENT		ACTUAL PLACEMENT		DATE RELEASED		PRO. NO.	CHARGES	
INITIAL	NUMBER																				
	57891	TIES	J M COLMAN		1	8									1	11	1	14		2	00
	55664	DO	DO		1	8									1	11	1	14		2	00
	58540	DO	DO		1	13									1	16	1	19		4	00
	69304	DO	DO		1	13									1	16	1	18		2	00
	64932	DO	DO		1	13									1	16	1	18		2	00
	57612	DO	DO		1	12									1	16	1	18		2	00
	55898	DO	DO		1	14									1	16	1	18		2	00
	59023	LUMBER	DO		1	16									1	18	1	21		2	00
	58720	TIES	DO		1	16									1	18	1	23		6	00
	69868	DO	DO		1	17									1	21	1	23		2	00
	58019	DO	DO		1	18									1	21	1	24		4	00
	69720	DO	DO		1	18									1	21	1	24		4	00
	58898	DO	DO		1	18									1	21	1	24		4	00
	55950	DO	DO		1	18									1	22	1	24		2	00
	61610	DO	DO		1	20									1	23	1	26		4	00
	58678	DO	DO		1	20									1	23	1	29		8	00
	54347	DO	DO		1	20									1	23	1	25		2	00
	56865	DO	DO		1	20									1	24	1	29		6	00
	53747	DO	DO		1	20									1	23	1	25		2	00
SP	54045	DO	DO		1	20									1	23	1	29		8	00
DRGW	41069	DO	DO		1	23									1	25	1	28		2	00
	54393	DO	DO		1	23									1	25	1	30		6	00
	55605	DO	DO		1	25									1	28	1	31		4	00
DRGW	40509	DO	DO		1	25									1	26	1	30		4	00
	57905	DO	DO		1	25									1	28	1	31		4	00
	57598	DO	DO		1	25									1	28	1	30		2	00

T. W. MECKSTROTH

92 00

AGENT

N. P. 1567
5-24DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN
REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN CREOSOTING CO STATION FOR THE MONTH OF JANUARY 1929

SHEET 3

REPORTING NO.

CAR		CONTENTS	CONSIGNOR OR CONSIGNEE	STATE OR INTERSTATE	DATE RECEIVED		DATE NOTIFIED		DATE INSPECTED		DATE ORDERED		CONSTRUCTIVE PLACEMENT		ACTUAL PLACEMENT		DATE RELEASED		PRO. NO.	CHARGES	
INITIAL	NUMBER																				
	66950	TIES	J M COLMAN		1	25									1	28	1	30		2	00
	65858	DO	DO		1	25									1	28	1	30		2	00
	69801	DO	DO		1	25									1	28	1	30		2	00
	66173	LUMBER	DO		1	25									1	28	1	31		4	00
	55144	TIES	DO		1	27									1	29	1	31		2	00
															TOTAL SHEET 3					12	00
															TOTAL DO 2					92	00
															TOTAL DO 1					106	00
															GRAND TOTAL					210	00

T W MECKSTROTH

AGENT

N. P. 1567
5-24DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN
REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN CREOSOTING STATION FOR THE MONTH OF FEBRUARY 1929

REPORTING NO.

1 CAR		2	3	4	5	6	7	8	9	10	11	12	13
INITIAL	NUMBER	CONTENTS	CONSIGNOR OR CONSIGNEE	STATE OR INTERSTATE	DATE RECEIVED	DATE NOTIFIED	DATE INSPECTED	DATE ORDERED	CONSTRUCTIVE PLACEMENT	ACTUAL PLACEMENT	DATE RELEASED	PRO. NO.	CHARGES
	58436 ✓	TIES	J M COLMAN		1 30					2 1	2 4		2 00
	64707	DO	DO		1 30					2 1	2 4		2 00
	69472	DO	DO		1 31					2 2	2 5		2 00
	54383 ✓	DO	DO		1 31					2 2	2 7		6 00
	53809 ✓	DO	DO		1 31					2 2	2 6		4 00
	58139 ✓	DO	DO		1 31					2 1	2 5		4 00
	68149 ✓	DO	DO		1 30					2 1	2 4		2 00
	56447 ✓	DO	DO		1 28					1 29	2 2		6 00
	59243 ✓	DO	DO		1 28					1 29	2 2		6 00
	56440 ✓	DO	DO		1 29					1 31	2 2		2 00
	54143 ✓	DO	DO		1 25					1 26	2 1		8 00
	57955 ✓	DO	DO		1 25					1 26	2 1		8 00
	58413	DO	DO		2 2					2 5	2 7		2 00
	58223 ✓	DO	DO		2 3					2 5	2 7		2 00
	58446 ✓	DO	DO		2 3					2 5	2 7		2 00
	56385	DO	DO		2 8					2 11	2 14		2 00
											TOTAL		60 00

T W MECKSTROTH

AGENT

N. P. 1567
5-24

DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN
REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN CREOSOTING CO STATION FOR THE MONTH OF MARCH 1929 REPORTING NO. 19

[illegible]

T W MECKSTROTH

AGENT

N. P. 1567
5-24DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN
REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN CREOSOTING CO

SHEET 1

STATION FOR THE MONTH OF APRIL 1929 REPORTING NO. 19

1 CAR		2	3	4	5	6	7	8	9	10	11	12	13
INITIAL	NUMBER	CONTENTS	CONSIGNOR OR CONSIGNEE	STATE OR INTERSTATE	DATE RECEIVED	DATE NOTIFIED	DATE INSPECTED	DATE ORDERED	CONSTRUCTIVE PLACEMENT	ACTUAL PLACEMENT	DATE RELEASED	PRO. NO.	CHARGES
	55033	LUMBER	J M COLMAN		3 31					4 4	4 6		2 00
	57490	DO	DO		3 31					4 4	4 8		4 00
	58154	DO	DO		3 31					4 4	4 6		2 00
	57778	TIES	DO		4 1					4 4	4 6		2 00
X	53788	DO	DO		3 29	Held at request of P. McKay				4 1	4 5		6 00
X	58570	DO	DO		3 29	"	"	"	"	4 1	4 5		6 00
	58263	DO	DO		4 3				BRN	4 5	4 8		2 00
	69249	DO	DO		4 3					4 5	4 9		4 00
	56394	DO	DO		4 3					4 5	4 8		2 00
	55671	DO	DO		4 5					4 9	4 11		2 00
	56662	DO	DO		4 5					4 8	4 10		2 00
	59031	DO	DO		4 5					4 8	4 11		4 00
	57921	DO	DO		4 6					4 10	4 12		2 00
	56645	DO	DO		4 6					4 10	4 12		2 00
	56392	DO	DO		4 6					4 10	4 13		4 00
	55957	DO	DO		4 7					4 10	4 13		4 00
	56664	DO	DO		4 8					4 10	4 13		4 00
	61542	DO	DO		4 10					4 11	4 15		4 00
	54288	DO	DO		4 10					4 12	4 15		2 00
	66173	DO	DO		4 11					4 15	4 17		2 00
	64373	DO	DO		4 11					4 15	4 17		2 00
	54933	DO	DO		4 11					4 13	4 16		2 00
	58127	DO	DO		4 11					4 13	4 17		4 00
	55941	DO	DO		4 11					4 13	4 16		2 00
													72 00

T W MECKSTROT H

AGENT

N. P. 1567
5-24DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN
REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN CREOSOTINE CO

SHEET 2

REPORTING NO.

APRIL 1929 19

1 CAR		2	3	4	5	6	7	8	9	10	11	12	13
INITIAL	NUMBER	CONTENTS	CONSIGNOR OR CONSIGNEE	STATE OR INTERSTATE	DATE RECEIVED	DATE NOTIFIED	DATE INSPECTED	DATE ORDERED	CONSTRUCTIVE PLACEMENT	ACTUAL PLACEMENT	DATE RELEASED	PRO. NO.	CHARGES
	64717	TIES	J M COLMAN		4 12					4 16	4 18		2 00
	57763	DO	DO		4 12					4 15	4 18		4 00
	56397	DO	DO		4 12					4 15	4 17		2 00
	53755	DO	DO		4 12					4 15	4 18		4 00
	57732	DO	DO		4 13					4 17	4 19		2 00
	62428	DO	DO		4 13					4 16	4 18		2 00
	54705	DO	DO		4 13					4 16	4 18		2 00
	53913	DO	DO		4 13					4 16	4 18		2 00
	55650	DO	DO		4 13					4 16	4 18		2 00
	56927	DO	DO		4 14					4 16	4 19		4 00
	56206	DO	DO		4 14					4 16	4 18		2 00
	57174	DO	DO		4 15					4 17	4 20		4 00
	53709	DO	DO		4 15					4 17	4 19		2 00
	56325	DO	DO		4 15					4 17	4 19		2 00
	69041	DO	DO		4 15					4 17	4 20		4 00
	58649	DO	DO		4 19					4 23	4 26		4 00
	56246	DO	DO		4 19					4 23	4 25		2 00
	54939	DO	DO		4 20					4 25	4 27		2 00
	59202	DO	DO		4 20					4 25	4 27		2 00
	55361	DO	DO		4 21					4 25	4 27		2 00
	63957	DO	DO		4 24					4 26	4 29		2 00
	54152	DO	DO		4 25					4 27	4 30		2 00
	56380	DO	DO		4 25					4 27	4 30		2 00
TOTAL SHEET NO 2													58 00
TOTAL SHEET NO 1													72 00
GRAND TOTAL													130 00

T W MECKSTROTH

AGENT

N. P. $\frac{1567}{5-24}$

DEMURRAGE STATEMENT OF COMPANY MATERIAL BY J M COLMAN

REPORT OF DEMURRAGE CHARGES ASSESSED AT JM COLMAN CREOSOTING CO FOR THE MONTH OF MAY 1929

REPORTING NO.

CAR		CONTENTS	CONSIGNOR OR CONSIGNEE	STATE OR INTERSTATE	DATE RECEIVED	DATE NOTIFIED	DATE INSPECTED	DATE ORDERED	CONSTRUCTIVE PLACEMENT	ACTUAL PLACEMENT	DATE RELEASED	PRO. NO.	CHARGES
INITIAL	NUMBER												
	58576 ✓	TIES	J M COLMAN		4 26					4 29	5 1		2 00
						JUNE 1929							
	69247 ✓	DO	DO		6 8					6 10	6 13		4 00
	57623 ✓	DO	DO		6 8					6 10	6 17		13 00
	56355	DO	DO		6 8					6 10	6 15		8 00
	58510	DO	DO		6 8					6 10	6 13		4 00
	53926	DO	DO		6 9					6 11	6 13		2 00
	55176	DO	DO		6 9					6 11	6 13		2 00
	54946 ✓	DO	DO		6 12					6 14	6 18		4 00
	62999	DO	DO		6 13					6 15	6 18		2 00
	64373	LUMBER	DO		6 17					6 18	6 20		2 00
	56508 ✓	DO	DO		6 25					6 26	6 29		4 00
											TOTAL		45 00
						JULY 1929							
	56418	TIES	DO		7 4					7 6	7 9		2 00
						TOTAL MONTH MAY 1929					2 00		
						DO	DO	JUNE	DO		45 00		
						DO	DO	JULY	DO		2 00		
						GRAND TOTAL					49 00		

T W MECKSTROTH

AGENT

N. P. 1567
5-24

REPORT OF DEMURRAGE CHARGES ASSESSED AT J M COLMAN

STATION FOR THE MONTH OF SEPT 19 29

REPORTING NO.
19

[illegible]

T W MECKSTROTH

AGENT

Northern Pacific Railway Company
Auditor Agencies

St. Paul, Minn., Aug. 15, 1929.

1-11861

T.W. Meckstroth, Agt.,
Seattle, Wash.

Replying to your letter August 10, File 88 D-385, and my wire of the 13 suggesting that you withhold further work on the subject of the Colman Creosoting car delay until I could communicate with you:

This telegram was sent so as to make sure that the new statements which you are to make will be properly prepared. So many people have given instructions in reference to this subject that I think it desirable to fall back on the contract and prepare your statements in accordance therewith.

This contract provides that the demurrage tariff will be applicable to all cars tendered by the railway company when not in excess of eight cars per day. If more than eight cars per day were delivered, the expense incident to the detention of cars for unloading would be assumed by the railway company.

To clarify this I would say that the expression "Demurrage Tariff" was unfortunately used, as the demurrage tariff as such is not applicable to this case, the whole situation being covered in the contract and reference to the demurrage tariff was used simply to indicate the measurement and rule to apply in reference to car detention.

After it was decided to remove the settlement of these delays from the agent's account, the entire subject was taken away from station agents financial accounts, and the only relation the station had to this movement was the calculation of delay to cars and the submission of the result to Mr. Andrew Gibson, who would arrange for such financial adjustment as might be necessary.

With this explanation I would further add that your report should be prepared on this basis. If six cars were delivered on the first of the month and unloaded within the free time accorded by the demurrage tariff there would be no charge, while if any of these cars were delayed beyond the free time they would be counted and the cost of detention determined on the same basis as if the demurrage tariff applied.

Northern Pacific Railway Company
Auditor Agencies

Mr. T. W. Meckstroth--2--
1-11861

If twelve cars were delivered on the first, they would be considered as having been delivered - eight cars on the first and four cars on the second, and the regular detention rules applied against these cars on that basis.

Will you please have such a statement prepared in triplicate and send to me when completed.

wjs-hr

Brainerd, Minn., August 27, 1929.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

Dear Sir:

Referring to your letter of July 20th in reference to penalizing the Colman Company for delays in unloading cars of ties and other material.

While in Seattle last week I went over this matter thoroughly with Mr. Colman, his brother, Mr. Doan, Mr. Hopkins and Mr. Meckstroth, our Agent, and do not see where there is any justification for penalizing the Colman Company for the delay in unloading cars. They have used every diligence in releasing cars prior to the first of the year, but we have not lived up to our agreement completely, that is, we have shipped in to the Colman Company in excess of the quantity which their contract calls for. We shipped them prior to the first of January 373,673 cross ties in addition to switch ties, bridge timber and piling, so that our shipments to their plant were considerably over 400,000 equivalent cross ties.

As Mr. Colman stated, had we kept our shipments down to not to exceed 350,000 cross ties, it would give him considerably more unloading space in his yard and make it more convenient to release cars with less delay. I fully agree with him in this matter, and as he stated, and Mr. Hopkins corroborated his statement, that with a maximum of not more than 350,000 ties in his yard he could unload 16 cars a day with his present equipment, whereas with a congested condition such as he had to work against he could not possibly unload to exceed five or six cars per day.

We now have in the Colman yard 547,088 cross ties, 1,263,344 FBM switch ties; untreated lumber, 283,059 FBM; treated lumber, 11,367 FBM; untreated piles 27,585 Lin. Ft.; treated piles 1,434 Lin. Ft. From the above you will see that we are crowding the yard beyond what we or the Colman people expected, and under the circumstances I do not feel like assessing the contractor for delays in unloading ties as promptly as they should or would have done had the yard conditions been different.

Mr. Meckstroth is preparing a statement for this year but I think that this year's statement will show that there was very little delay, as the ties came in slowly and it was possible to handle them a little quicker than last year, but as I have already stated, under the circumstances

Mr. L. Yager, #2

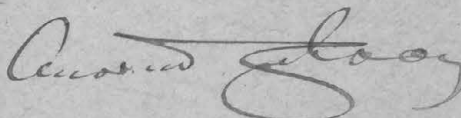
August 27, 1929.

I do not see how we can possibly ask the Colman Company to pay for any short delays that we may find this year in the handling of the ties shipped to them.

I have notified them that we are shipping 260,000 ties that have been authorized for purchase and they have very kindly agreed to take care of 100,000 of these ties if necessary before they ship out, provided they reach them in small quantities such as four or five cars a day. We have arranged with Mr. McKay, Purchasing Agent, to keep Mr. Hopkins posted as to what his purchases may be so that we can at the same time keep the Colman people properly advised of what they may expect so as to enable them to make provision for prompt unloading.


As soon as Mr. Meckstroth's statement comes in for this year which he is now preparing I will have it checked over and see what penalizing, if any, should be made for delays to cars.

Yours truly,

A handwritten signature in cursive script, appearing to read "Arthur J. Gray".

Supt. T. P. & T. T. Plants.

Brainerd, Minn., July 23, 1929.

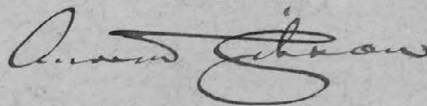

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

Dear Sir:

Referring to your letter of July 20th in regard to 'demurrage arrangement' with the Colman Company at Seattle.

We can do nothing further with this matter until Mr. Hopkins returns from his vacation. He left yesterday to be gone two weeks and he has part of our file in his office.

Yours truly,



Supt. T. P. & T. T. Plants

STILL

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ASTORIA
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NORTH PACIFIC CO
ASTORIA, OREGON

ASTORIA

St. Paul, Minn., July 20, 1929

Mr. Andrew Gibson:

Referring to my letter of July 17th to Mr. McCauley, of which you received copy, relative to handling the penalty for delays in unloading cars at the Colman plant covered by the so-called 'demurrage arrangement', and referring also to your letter of the 19th.

Since the understanding is now complete will you kindly arrange to review the whole matter of penalty assessment since my letter to Mr. Brown, copy to you, dated February 20th, 1928, and make bills against the Colman Company for these penalties in accordance with the rules as now thoroughly understood and advise what you find.

Assistant Chief Engineer

LY:wp

Brainerd, Minn., July 19, 1929.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

Dear Sir:

In reply to your letter of 17th enclosing
copy of your letter to Mr. McCauley same date in regard
to unloading cars at Colman Plant.

No instructions were received here that
would conflict with instructions received prior to
receipt of your letter to Mr. Brown dated February 20th.
I have had no correspondence in regard to this matter
with anybody except Mr. Hopkins, Mr. Meckstroth and
Judge Reed and the conversation with them was all
verbal and came about as ordinary conversation while
we met together in Seattle.

Yours truly,



Supt. T. P. & T. T. Plants.



St. Paul, Minn., July 17, 1929

Mr. Andrew Gibson:

Referring to our conversation and your copy of my letter date to Mr. McCauley concerning letter from the Manager of the Western Demurrage and Storage Bureau concerning the handling of unloading ties at the Colman plant, Seattle.

We have made it clear in previous correspondence that all matters in connection with the handling of the Colman contract were under your direct supervision and authority. The handling of this particular question was covered in letter to Mr. Brown dated February 20th, 1928, my letter of the same date to Mr. L. C. Colman as well as my letter to you of the same date. If you have received any instructions which conflict with those instructions subsequent to those dates will you kindly send me copies of the same.

Assistant Chief Engineer

LY:wp

St. Paul, Minn., July 17, 1929

P. H. McCauley:

Referring to the attached from Mr. I. S. Stevens, Manager of the Western Demurrage and Storage Bureau, to Mr. W.J. Stevenson relative to demurrage on company ties handled by the Colman Creosoting Company in Seattle received with your letter of June 27th.

The Colman Company treat ties and other forest products for us in accordance with terms of contract dated November 4th, 1926. They are our Agents in the treatment of this material. The ties and other forest products are stored at their plant for seasoning and subsequent treatment after which they are returned to us. The ownership of this material is always vested in the Northern Pacific. The contract with the Colman Company and the manner in which the terms of that contract are carried out clearly indicate that the Demurrage Bureau has no jurisdiction in the matter. In the contract we merely refer to the demurrage rules as a measure of the penalty assessed against the Colman Company for failure to unload our cars within the time limit specified.

It is true that the Colman Company carry on a commercial treating business quite separate and distinct from the service which they perform for the Northern Pacific. The regular demurrage regulation would of course apply to that commercial business and that is a matter of which we have no concern.

Mr. McCauley, #2

It seems to me that this matter was very thoroughly covered in my letter to Mr. Brown under date of February 20th, 1928. You received a copy of that letter. All our operating officers understand the intent of the contract and the method of its administration so that I am not clear why the demurrage question should again be raised at this time.

LY:wp
enc

Assistant Chief Engineer

cc: Andrew Gibson

On Line - Glendive, July 14th, 1929.

Mr. T. R. Gibson: ✓

Referring to Mr. Gibson's letter next attached relative to demurrage assessment at Colman plant Seattle:

While I have not examined the file in detail, I have not run across the reference Mr. Gibson makes that this subject had been previously referred to the Legal Department for a ruling. I wish you would make clear that phase of the discussion.

L. Yager.

LY-O

encl.

Mr. Yager
Mr. Gibson thinks
this was verbal with Mr. Frost
Mr. Stewart to Mr. Yager
July 18, 1929
July 14, 29
See letter

On Line - Glendive, July 14th, 1929.

Mr. T. R. Gibson:

Referring to Mr. Gibson's letter next attached relative to demurrage assessment at Colman plant Seattle:

While I have not examined the file in detail, I have not run across the reference Mr. Gibson makes that this subject had been previously referred to the Legal Department for a ruling. I wish you would make clear that phase of the discussion.

L. Yager.

LY-O

encl.

Brainerd, Minn., July 11, 1929.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

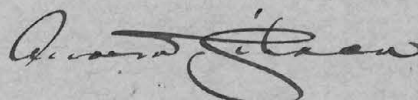
Dear Sir:

Replying to your letter of July 1st and returning Mr. McCauley's letter to you of June 27th and letter from Mr. I. S. Stevens, Manager Western Demurrage & Storage Bureau, to Mr. W. J. Stevenson, Auditor of Agencies, Northern Pacific, St. Paul.

I was under the impression that this demurrage question had been settled long ago and that the decision made by our Legal Department was that assessing of demurrage against the Colman Company was not legal. Mr. Bartles, Superintendent at Seattle, and Mr. Meckstroth, Agent at the same point, were advised at that time that it was unnecessary to continue making any further reports on cars of company material in the Colman Plant and that we were to urge the unloading of cars all possible so that as little delay as possible would be had. This arrangement has been carried on ever since the treating at the Colman Company was started and at times we made it rather disagreeable for the Plant force to release cars with as little delay as possible and we also made arrangements with the Superintendent's forces to have cars switched for us when at times it was not very convenient to do so.

I do not know that there is anything further we can do in the matter as it is the opinion of the Bureau that the assessment of demurrage should be made and they are making an effort to keep the subject open. They understand perfectly our position in the matter and my understanding is that they are doing this to avoid future criticism of their own office by government agencies. We are urging the Plant to prevent unnecessary delays in unloading our cars. My understanding is that legally this is all we can do. If there is anything further in the matter I believe the Legal Department probably should give an opinion so that the matter would be settled for all time.

Yours truly,



Supt. T. P. & T. T. Plants.

Enc

On Line - Glendive, Montana,

July 1st, 1929.

Mr. Andrew Gibson:

Please note the attached file originating with letter from the Western Demurrage & Storage Bureau under date of June 25th to Mr. Stevenson, Auditor of Agencies, handed me with Mr. McCauley's letter of June 27th concerning demurrage for ties unloaded at the Coleman creosoting plant in Seattle.

I thought we had this matter properly adjusted as outlined in my letter of February 20th, 1928 to Mr. Brown, of which you received copy. I am not clear why this matter should be brought up again at this time.

Will you kindly investigate and report if you cannot handle the situation satisfactorily at Seattle.

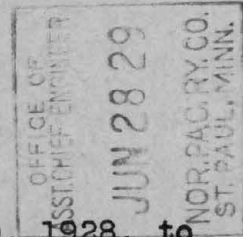
Assistant Chief Engineer.

LY-O
encl.

Copy- Mr McCauley.

St. Paul, Minnesota, June 27, 1929.

W-9621



Mr. Louis Yager:-

Referring to your letter of February 20, 1928, to Mr. Brown, in regard to unloading ties at the Colman Creosoting Plant in Seattle.

Please note the attached letter from Manager of the Demurrage Bureau relative to the handling of these cars. Apparently there is still some misunderstanding. Will you please advise further?

W. M. Bailey
Gen'l. Sup't. Transportation.

C O P Y

WESTERN DEMURRAGE AND STORAGE BUREAU

Chicago - June 25, 1929,
File SC-64-S

Mr. W. J. Stevenson,
Aug. Agencies, Nor. Pac.,
St. Paul, Minn.

Dear Sir:-

Referring to our conversation a few days ago relative to the assessment of demurrage on company ties handled by the Colman Creosoting Co., covered by your file 1-7080 of May 16th.

As indicated in our letter of April 25, we would understand that Agent is not now even issuing average agreement statements covering cars handled by the tie-treating plant for the account of your company, this based on advice received from Mr. Gibson that such statements were unnecessary, apparently no action having been taken with respect to the \$129.00 accruing in Jan. 1929.

It seems to me there are two features in connection with this matter which should be carefully considered:

1st. Demurrage Rule 1, Section B, Paragraph 1, reading:
"The following cars are not subject to these demurrage rules:
Cars under load with company material for use of and consigned to the railroad in whose possession the cars are held."

2nd The fact that it is improper by contract to alter a tariff regulation.

Your contract with the tie company dated Nov. 4, 1926 which we understand is still in effect, provides among other things, that you will not deliver more than eight cars in any one day, and of course while you are holding cars prior to delivery, the tariff exception mentioned above no doubt covers, but I do not believe it can properly be construed to cover detention after the cars are delivered to the tie treating plant, and that such cars should be treated as subject to demurrage just the same as any other car. We have this tariff provision, and your contract by its wording apparently contemplated the carrying out of such provision by limiting the delivery of ties to a reasonable amount.

Attention is also called to Demurrage Rule 9, opening paragraph, requiring the computation under the average agreement to cover all cars subject to demurrage released during a calendar month.

Sheet #2

In order that there may be no question as to your tariff being properly applied, I would like to suggest that your company kindly give further careful consideration to this feature, particularly the cars handled during March and April, 1928 and January, 1929 with a view to having proper demurrage charges protected.

It will be appreciated if you will kindly advise the result of your handling and the policy that will be adopted in the future with respect to the application of demurrage rules to cars of Northern Pacific ties delivered to this tie treating plant, and oblige

Yours truly,

(Signed) I. S. STEVENS

CC- P H McCauley

C O P Y

WESTERN DEMURRAGE AND STORAGE BUREAU

Chicago - June 25, 1929,
File SC-64-S

Mr. W. J. Stevenson,
Aug. Agencies, Nor. Pac.,
St. Paul, Minn.

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It will be appreciated if you will kindly advise the result of your handling and the policy that will be adopted in the future with respect to the application of demurrage rules to cars of Northern Pacific ties delivered to this tie treating plant, and oblige

Yours truly,

(Signed) I. S. STEVENS

CC- P H McCauley



St. Paul, Minn.

May 9, 1928.

Mr. H. E. Stevens:

Replying to your letter of April 11th referring to Mr. Gibson's statement of April 6th, showing cost of treating plant operations for the year 1927, and inquiring how the figures for the Colman Plant compare with the preliminary estimate. The preliminary estimate, of which two prints are attached for ready reference, was based on treating ties 7" x 9" - 8 ft., and on the assumption that the full treatment would be obtained within the first twelve hour period.

I am attaching comparative statement made up from the cost figures furnished by Mr. Gibson, from which you will note that the actual cost of treating ties at the Colman plant on the basis of the actual number of ties treated is \$0.0001 per tie over the preliminary estimate, and on the basis of ties 7" x 9" - 8 ft. is \$0.0091 in excess of the preliminary estimate.

The cost of preservatives is in excess of the preliminary estimate made up in 1926 \$0.0514 per tie based on 7" x 9" - 8 ft. ties. The increased cost at Paradise for the same period for preservatives is \$0.0307. The amount of preservatives used per tie at Paradise in 1927 was 2.9 gallons and at Seattle 3.15 gallons per tie.

I am also attaching statement showing material treated at the Colman Plant during 1927 as record against the quantities

Sheet #2

In order that there may be no question as to your tariff being properly applied, I would like to suggest that your company kindly give further careful consideration to this feature, particularly the cars handled during March and April, 1928 and January, 1929 with a view to having proper demurrage charges protected.

It will be appreciated if you will kindly advise the result of your handling and the policy that will be adopted in the future with respect to the application of demurrage rules to cars of Northern Pacific ties delivered to this tie treating plant, and oblige

Yours truly,

(Signed) I. S. STEVENS

CC- P H McCauley

May 9, 1928.

Mr. H. E. Stevens - #2

guaranteed under the contract. This shows the equivalent of 215,173 - 7" x 9" - 8 ft. ties treated during 1927. This does not equal the 300,000 aggregate under the contract, due to the fact that the calendar year ends during the middle of the treating season.

I am also attaching copy of my letter to Mr. Gibson April 20th and his reply of May 5th, with statements showing ties treated during 1927 at Brainerd, Paradise and Seattle, and summary of costs of treating fir piling under contract at Seattle.

TRG/JW

Assistant Chief Engineer.

Copy: Mr. Andrew Gibson.

sent

NORTHERN PACIFIC RAILWAY COMPANY

Comparison of Cost of Treating Cross Ties at Colman Plant, Seattle during the Calendar Year 1927 With Preliminary Estimate.

	No. of Cross Ties	Preservatives		Treating Costs		Material & Supplies		Supervision		Grand Total	
		Total	Cost per tie	Total	Cost per tie	Total	Cost per tie	Total	Cost per tie	Amount	Cost per tie
Preliminary Estimate	300,000		.2836		.2730		.0075	-			.5641
Actual Cost based on actual number of ties	176,045	57,078.96	.3242	48,071.76	.2731	2326	.0001	1,418.43	.0081	106,592.41	.6055
Increase(+) or Decrease(-)			.0406(+)		.0001(+)		.0074(-)		.0081(+)		.0414(+)
Actual Cost based on 7"x9"x8' tie	170,384		.3350		.2821		.0001		.0083		.6256
Increase(+) or Decrease(-)			.0514(+)		.0091(+)		.0074(-)		.0083(+)		.0615(+)

Note: Preliminary Estimate based on complete treatment within 12 hour period
1927 operations Colman Plant 143,434 treated within 12 hour period @ .2600
32,611 " in excess of 12 hours @ .3213

Preliminary estimate based on 7" x 9" x 8' ties
Ties treated in 1927 - 95,986 pcs. No. 4 - 7" x 8" - 8'
80,059 pcs. No. 5 - 7" x 9" - 8'6"

Office of Assistant Chief Engineer
St. Paul, Minn. May 8, 1928.

NORTHERN PACIFIC RAILWAY COMPANY

Material Treated at Colman Plant at Seattle converted into terms of

Gross Tie Equivalent.

			Total FBM	Equivalent to 7" x 9" - 8 ft. Gross tie 42 FBM	Colman Company Charge	Preservative	Supervision	Material & Supplies	Total Cost		
Preliminary Estimate				300,000							
Gross ties	95,986	No. 4 - 7"x8" - 8' - 3583477									
"	80,059	No. 5 - 7"x9" - 8'6" 3572633									
	<u>176,045</u>		7,156,110	170,384	48,071.76	57,078.96	1,418.43	23.26	106,592.41	.6055	20.
Switch ties			595,617	14,161	5,837.26	4,826.83	71.54	-	10,735.63	18.0244	M
Bridge Timber & Lumber			361,162	8,599	11,057.26	1,809.85	137.49	-	13,004.60	36.0077	M
Piling, 1,183 pcs. or 83,325 lineal ft.			924,384	22,009	26,076.96	30,332.60	456.70	-	56,866.26	61.5480	M
Total			9,037,273	215,173	91,043.24	94,048.24	2,084.16	23.26	187,198.90		
Treated Piling purchased from Colman Co. in addition to above, 966 pcs. - 51,799 lineal ft.			520,452	12,591	31,128.50	Inc. in price	36.71	-	31,165.21	59.8811	M

Note: Figures used in ascertaining cross tie equivalents
are those specified in paragraph 11, sheet 2 of contract:
Cross ties, switch ties and Lumber - 42 FBM equivalent to 1 cross tie
Piling 3.5 cu. ft. " " 1 " "

Office of Assistant Chief Engineer
St. Paul, Minn. May 8, 1928.

NORTHERN PACIFIC RAILWAY COMPANY

Material Treated at Colman Plant at Seattle converted into terms of

Cross Tie Equivalent.

				Equivalent to 7" x 9" - 8 ft. Cross tie 42 FBM	Colman Company Charge	Preservative	Supervision	Material & Supplies	Total Cost	
Preliminary Estimate				300,000						
Gross ties	95,986	No. 4 - 7"x8" - 8' -	3583477							
"	80,059	No. 5 - 7"x9" - 8'6" -	5572633							
	176,045			7,156,110	170,384	48,071.76	57,078.96	1,418.43	23.26	106,592.41 .6055 <i>ea</i>
Switch ties				595,617	14,181	5,837.26	4,826.83	71.54	-	10,735.63 18.0244 <i>M</i>
Bridge Timber & Lumber				361,162	8,599	11,057.26	1,809.85	137.49	-	13,004.60 36.0077 <i>M</i>
Piling, 1,183 pcs. or 83,325 lineal ft.				924,384	22,009	26,076.96	30,332.60	456.70	-	56,866.26 61.5180 <i>M</i>
Total				9,037,273	215,173	91,043.24	94,048.24	2,084.16	23.26	187,198.90
Treated Piling purchased from Colman Co. in addition to above, 966 pcs. - 51,799 lineal ft.				520,452	12,391	31,128.50	Inc. in price	36.71	-	31,165.21 59.8811 <i>M</i>

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Piling 3.5 cu. ft. " " 1 " "

Office of Assistant Chief Engineer
St. Paul, Minn. May 8, 1928.

NORTHERN PACIFIC RAILWAY COMPANY

Material Treated at Colman Plant at Seattle converted into terms of

Cross Tie Equivalent.

			Total FBM	Equivalent to 7" x 9" - 8 ft. Cross tie 42 FBM	Colman Company Charge	Preservative	Supervision	Material & Supplies	Total Cost	
Preliminary Estimate				300,000						
Cross ties	95,986	No. 4 - 7"x9" - 8' - 3583477								
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	176,045		7,156,110	170,384	48,071.76	57,078.96	1,418.43	23.26	106,592.41	.6055 ea.
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Piling, 1,183 pcs. or 83,325 lineal ft.			924,384	22,009	26,076.96	30,332.60	456.70	-	56,866.26	61.5180 M
Total			9,037,273	215,173	91,043.24	94,048.24	2,084.16	23.26	187,198.90	
Treated Piling purchased from Colman Co. in addition to above, 966 pcs. - 51,799 lineal ft.			520,452	12,391	31,128.50	Inc. in price	36.71	-	31,165.21	59.8811 M

Note: Figures used in ascertaining cross tie equivalents
are those specified in paragraph 11, sheet 2 of contract:
Cross ties, switch ties and Lumber - 42 FBM equivalent to 1 cross tie
Piling 3.5 cu. ft. " " 1 " "

Office of Assistant Chief Engineer
St. Paul, Minn. May 8, 1928.

Comparison of Cost of Treating Crosses at Coleman Plant, Seattle, during the calendar year 1927, with preliminary estimate

	No. of Cross ties	Preservatives Total Cost per tie	Treating Costs Total Cost per tie	Materials & Supplies Total Cost per tie	Supervision Total Cost per tie							Grand Total Amount Cost per tie
Preliminary Estimate	300 000	.2836	.2730	.0075	-							.5641
Actual Cost based on actual number of ties	176 045	57078.96	.3242	48071.76	.2731	2326	.0001	1418.43	.0081			106592.41 .6055
Increase or Decrease			.0406		-.0001		.0074		.0081			.0414
Actual Cost based on 7'x9'x8" ties	170 384		.3350		.2821		.0001		.0083			.6256
Increase or Decrease			.0514		-.0091		.0074		.0083			.0615
Note: Preliminary Estimate based on complete treatment within 12 hours per cu												
1927 Operations Coleman Plant 143,434 treated within 12 hours per cu @ .2600												
32,611 " in excess of 12 hours @ .3213												
Preliminary Estimate based on 7'x9'-8" ties												
Ties treated in 1927 - 95 986 per No. 4 - 7'x8"-8'												
80 059 " No. 5 7'x9'-8' "												

Office of Asst Chief Engineer
St Paul May 8, 1928

Material treated at Colman Plant. Seattle Converted into terms of Gross & Equivalent

	Total FBM	Equivalent 7"x9"-8' Crossed 42 FBM	Colman Company Charge	Preservative	Supervision	Material Supplies	Total Cost	Unit Cost
Preliminary Estimate		300 000						
Crossed - 95,986 No 4 - 7"x8"-8' -	3583477							
80,059 "5 - 7"x9"-8'6"-	3572633							
176 045	7156110	170384	48071.76	57078.96	1418.43	23.26	106592.41	.6055
Swath Res	595617	14181	5837.26	4826.83	71.54	-	10735.63	18.0244
Bridge Timber & Lumber	361162	8599	11057.26	1809.85	137.49	-	13004.60	36.0077
Piling, 1,183 pcs - 83.325 cm ft	924384	22009	26076.96	30332.60	456.70	-	56866.26	61.5180
Total	9037273	215173	91043.24	94048.24	2084.16	23.26	187198.90	
Private Piling purchased from Colman Co in addition to above								
966 pcs - 51.799 cm ft	520452	12091	31128.50	Surcharge in Price	36.71	-	31165.21	59.8811

Note: Figures used in ascertaining Cross Tie Equivalents are those specified in Paragraph 11, Sheet 2 of Contract.

Cross ties, Switch ties and Lumber	- 427 BM equivalent	+ 1 Cross tie.
Piling	3.5 Cu ft	" 1 " "

Office of Asst Chief Eng.
St Paul. May 8, 1928

Brainerd, Minn., May 9, 1928.

Mr. H. E. Stevens,
Chief Engineer,
St. Paul, Minn.

Dear Sir:

In response to your verbal request a few days ago I herewith enclose comparative statement showing preliminary estimate of June 9, 1926, covering proposed work at Colman Plant, also actual cost of performing the work during 1927, and for comparison the Paradise actual cost, 1927.

You will note that the approximate estimate made in 1926 and the actual cost of treating at the Colman Plant is very close. The only difference is in the cost of creosote, which is higher than the approximate estimate showed. This, of course, is something that we have no control over and have to be governed by market prices.

You will note that the cost of commercial treatment, approximate, in 1926 was .2730, and the actual cost of treating ties was .2731. I do not believe it would be possible to get any closer figures than those.

Yours truly,

Supt. T. P. & T. T. Plants

Enc

Dr. J. J. W.
Copy for your information
Amos E. Tracy

Comparative Statement-Cost of Treating Cross Ties at
Colman Plant, Seattle, and N.P. Plant, Paradise, Year 1927, as
Compared with Preliminary Statement of June 9, 1926.

	<u>C O L M A N</u> <u>Estimate of</u> <u>June 9, 1926</u>	<u>P L A N T</u> <u>Actual Cost</u> <u>1927</u>	<u>PARADISE</u> <u>Actual Cost</u> <u>1927</u>
Cross Ties Treated	300,000	176,045	574,415
	Cost Per Tie	Cost Per Tie	Cost Per Tie
Creosote	\$ 0.2260	\$ 0.2770)	\$ 0.1866
Crude Oil	.0576	.0472)	.0397 ✓
Freight on Preservatives (Foreign Frt. on Creosote)			.0145
Fuel - Coal			.0166
Labor	2011 1866 ----- 1145		.0935
Material & Supplies		.0001	.0087
Supervision		.0081	.0114
Interest & Depreciation			.0161
Cost of Commercial Treatment	<u>.2730</u>	<u>.2731</u>	<u> </u>
Total Direct Cost Items	\$ 0.5566	\$ 0.6055	\$ 0.3871 2263 ----- 1608

COPY

Brainerd, May 5, 1928

Mr. L. Yager
Ass't. Chief Engineer
St. Paul, Minn.

Dear Sir:

In response to your letter of April 20th herewith enclosed duplicate copies of cross ties treated 1927, Brainerd, Paradise and Seattle. This statement gives the grade of each tie and board measure, also creosote and crude oil used, and at the Seattle plant shows the number of ties in grades treated 12 hours and in excess of 12 hours.

So far as seasoning is concerned, I think that fully as good seasoning can be obtained in Seattle at the Colman Plant as we get at Paradise; in fact, I think that the season if anything is better and leaves the timber in fully as receptive a condition for treating as we get at Paradise. Of course, the ties treated at the Colman Plant are all Coast Fir and at Paradise we have no trouble whatever in treating Coast Fir, but with the Inland Empire Fir it is entirely different.

For example, a train of Coast Fir we can treat, generally speaking, in not to exceed 12 hours. With the Montana Fir and Tamarack it takes 15 to 16 hours, so that we arrange our treating at Paradise alternating one train of Coast Fir or Pine with a train of Inland Empire ties. If we had to treat Montana fir and tamarack without being able to alternate in this way we would only be able to treat 3 trains in 48 hours in each cylinder, whereas by alternating we manage to treat 2 trains in 24 hours in each cylinder.

We do not find that it takes any longer to treat a No. 5 tie than it does to treat a No. 1 or No. 2, so that the actual size of a tie does not make very much difference if any in the treating period.

Yours truly,

(Signed) Andrew Gibson

Supt. T.P. & T.T. Plants

CROSS TIES TREATED DURING 1927 - BRAINERD, PARADISE AND SEATTLE
 SHOWING NUMBER OF TIES OF EACH GRADE, F.B.M.,
 AND CREOSOTE AND CRUDE OIL USED

Brainerd

Cross Ties -	137,725 #1 (6" x 6" - 8')	3,305,400 FBM
	69,729 #2 (6" x 7" - 8')	1,952,412 "
	197,094 #3 (6" x 8" - 8')	6,307,008 "
	199,616 #4 (7" x 8" - 8')	7,452,331 "
	98,893 #5 (7" x 9" - 8'6")	4,413,100 "
Total	703,057	23,430,251 "

Creosote	1,128,155 Gals. @ \$0.14038303	- \$158,373.82
Crude Oil	1,128,163 " @ 0.02787235	- 31,444.53

Paradise

Cross Ties -	8,481 #1 (6" x 6" - 8')	203,544 FBM
	8,754 #2 (6" x 7" - 8')	245,112 "
	40,194 #3 (6" x 8" - 8')	1,286,208 "
	211,113 #4 (7" x 8" - 8')	7,981,551 "
	91,702 #5 (7" x 9" - 8')	3,209,570 "
	214,171 #5 (7" x 9" - 8'6")	9,557,381 "
Total	574,415	22,383,366 "

Creosote	832,866 Gals. @ \$0.1387	- \$115,518.92
Crude Oil	832,866 " @ .0274004	22,820.84

Seattle (Colman Plant)

Cross Ties -	95,986 #4 (7" x 8" - 8')	3,583,477 FBM
	80,059 #5 (7" x 9" - 8'6")	3,572,633 "
Total	176,045	7,156,110 "

1st Treatment @ \$6.50 M	82,094 #4 (7"x8"-8')	3,064,842	
" "	61,340 #5 (7x9-8'6")	2,737,298	5,802,140 FBM
Total	143,434		

Retreatment in Excess of 12 hrs. @ \$7.65 M	13,892 #4 (7"x8"-8')	518,635	
" "	18,719 #5 (7x9-8'6")	835,335	1,353,970 "
Total	32,611		7,156,110

Creosote	251,327 Gals. @ \$0.19404313	- \$48,768.28
Crude Oil	303,301 " @ 0.02738	- 8,310.68

SUMMARY OF COSTS OF TREATING FIR PILING UNDER CONTRACT

YEAR 1927

	<u>Lin. Ft.</u>	<u>Total Cost</u>	<u>Cost Per Lin. Ft.</u>
<u>Untreated Material</u>			
Order L7-118	51,886	\$8,584.42	\$0.165448
Order L8-136 and L9-8	24,534	3,189.42	0.130000
Order L10-119	4,150	539.50	0.130000
Orders L12-21, L12-106, & L12-116	2,755	358.15	0.130000
Total for all orders	83,325	\$12,671.49	\$0.152073
<u>Treatment</u>			
Order L7-118	51,886	\$18,327.12	\$0.353219
Orders L8-136 & L9-8	24,534	6,301.34	0.256841
Order L10-119	4,150	839.24	0.202226
Orders L12-21, L12-106 & L12-116	2,755	609.24	0.221139
Total for All orders	83,325	\$26,076.94	\$0.312954
<u>Preservative</u>			
Order L7-118	51,886	\$20,106.65	\$0.387516
Orders L8-136 & L9-8	24,534	8,041.68	0.327777
Order L10-119	4,150	1,416.02	0.341210
Orders L12-21, L12-106, & L12-116	2,755	768.25	0.278857
Total for all orders	83,325	\$30,332.60	\$0.364028
<u>Inspection (All Orders)</u>	83,325	\$ 456.70	\$0.005481
Total all costs	83,325	\$69,537.73	\$0.834536
<u>Total Cost of Each Order</u>			
Order L7-118	51,886	\$47,283.97	\$0.911305
Orders L8-136 and L9-8	24,534	17,676.44	0.720487
Order L10-119	4,150	2,825.54	0.680853
Orders L12-21, L12-106 & L12-116	2,755	1,751.78	0.635854
Total for all orders	83,325	\$69,537.73	\$0.834536
<u>Requisition</u>	<u>To Whom Shipped</u>		
L7-118, ARC-86	A. R. Cook, Piers, Seattle		
L8-136, ARC-106	" West Seattle Elevator		
L9-8, ARC-113	" " "		
L10-119, GSK-14907	P. E. Thian, Stevensville, Mont.		
L12-21, "	J. A. Campbell, Tacoma Division		
L12-106 "	" " "		
L12-116 "	A. Herider, Seattle "		

COPY

St. Paul, Minn.

April 20, 1928

Mr. Andrew Gibson:

Referring to your letter of the 6th instant enclosing statement showing material treated at Brainerd, Paradise and Colman plant at Seattle.

Would you be able to obtain easily from your records the number of ties of the different sizes included in the total number of ties treated at each plant, also the amount and cost of oil and creosote used at each point? Presume the only way the amount of oil and creosote can be differentiated to each size of tie is to apportion it on the board foot basis.

At the Colman plant quite a few ties had to be treated beyond the first period of treatment. Would like to obtain if available the number of ties treated in excess of 12 actual treating hours, and, if any, in excess of the 24 actual treating hour periods. Would also like statement from you of the seasoning conditions of the ties as influencing cylinder treating time.

We have been asked how the figures shown in your statement of April 6th compare with our preliminary estimate in connection with preparation of contract with the Colman Co., and are trying to relate, if possible, the actual cost on the basic size of tie used.

L. Yager

Assistant Chief Engineer

TRG/JW

St. Paul, Minn.

April 17, 1928.

MEMORANDUM

Mr. T. R. Gibson:

Referring to the attached from Mr. Stevens relative to Mr. Gibson's report of costs of treating ties at the Colman plant.

At your convenience I wish you would work up a statement from Mr. Gibson's record or from the Accounting Department, showing the number of ties of the different sizes treated for the various periods of treatment, and the amount of oil and creosote charged against each size if that be differentiated, if not, we will apportion it on board foot basis. The cost of the oil and creosote should likewise be indicated. What I am trying to get at is to relate, if possible, the actual cost on the basic size of tie used against our blueprint statement of estimated cost.

I believe our original costs were based on treating of ties complete within the first 12 hour period. If any considerable number had to go into the second period treatment, then, of course, the cost would be somewhat increased.

At the same time I wish you would ask Mr. Gibson to give us a little statement of the seasoning condition of ties as influencing the cylinder treating time.

L. Yager.

Assistant Chief Engineer.

LY-JW

St. Paul, Minn.

April 17, 1928.

MEMORANDUM

Mr. T. R. Gibson:

Referring to the attached from Mr. Stevens relative to Mr. Gibson's report of costs of treating ties at the Colman plant.

At your convenience I wish you would work up a statement from Mr. Gibson's record or from the Accounting Department, showing the number of ties of the different sizes treated for the various periods of treatment, and the amount of oil and creosote charged against each size if that be differentiated, if not, we will apportion it on board foot basis. The cost of the oil and creosote should likewise be indicated. What I am trying to get at is to relate, if possible, the actual cost on the basic size of tie used against our blueprint statement of estimated cost.

I believe our original costs were based on treating of ties complete within the first 12 hour period. If any considerable number had to go into the second period treatment, then, of course, the cost would be somewhat increased.

At the same time I wish you would ask Mr. Gibson to give us a little statement of the seasoning condition of ties as influencing the cylinder treating time.

L. Yager.

Brainerd, Minn., April 12, 1928.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

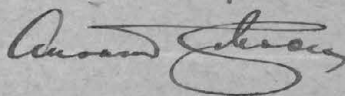
Dear Sir:

Referring to our conversation last Sunday
in regard to switching charges made against Brainerd
and Paradise Treating Plants.

The attached statement is a detail by months
of charges made while the Plants operated. The only
check we have on these bills is the time the switch
engines worked.

The supplies they say are prorated against
our work on the basis on which the various supplies
are furnished these switch engines.

Yours truly,



Supt. T. P. & T. T. Plants

Enc

Cy.-H.E.S.

574000) 23676

Switching charges included in item 'Material & Supplies' on statement of material treated during year 1927.

Month	BRAINERD TIE PLANT			PARADISE TIE PLANT		
	Switching	Engine	Supplies	Switching	Engine	Supplies
	Charge	Charge	Charge	Charge	Charge	Charge
	T o t a l			T o t a l		
January	\$396.14	---	---	\$621.20	---	---
February	395.54	\$ 3.84	---	737.80	---	---
March	174.96	2.14	---	227.71	---	---
April	93.34	31.93	---	154.13	---	---
May	158.29	1.29	---	183.92	---	---
June	(209.22 (17.86	3.21	---	122.49	---	---
July	141.32	1.19	---	61.63	---	---
August	75.32	32.88	---	---	---	---
September	134.34	1.29	---	---	---	---
October	(Credit 25.78) 132.28	226.00	---	---	---	---
November	132.72	.93	---	113.78	---	---
December	154.06	1.47	---	143.10	---	---
TOTAL	\$2189.61	\$306.20	\$2495.81	\$2365.76	---	\$2365.76
Total ties treated Brainerd - 703,057 - Switching Expense \$2495.81						
" " " Paradise 574,415 - " " 2365.76						
Total both plants 1,277,472 - " " \$4861.57						

Switch engine supplies billed on the Brainerd Plant by the Lake Superior Division includes coal, water and miscellaneous supplies used on switch engines used during each month, a proportion being charged to tie plant switching. The Idaho division does not itemize their switching charges against the Paradise Plant in this manner.

255

703,057 24,958

At Yakima, Wash.,

April 11, 1928.



MR. L. YAGER:

You have copy of Mr. Gibson's statement of April sixth, showing cost of treating plant operations at Brainerd, Paradise and Seattle.

How do the figures shown for the Coleman plant compare with your preliminary estimate?



Chief Engineer

St. Paul, Minn.

March 23, 1928.

Mr. Andrew Gibson:

Referring to your letter of the 21st relative to furnishing creosote oil at the Colman plant at Seattle.

I was not familiar with the details of the plan which had finally been evolved for furnishing this creosote. The arrangements which you have outlined in your letter are, of course, entirely satisfactory.

LY-JW

Assistant Chief Engineer.

Brainerd, Minn., Mar. 21st, 1928.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

Dear Sir:

Referring to your letter of the 16th in regard to Paragraph 9 of the contract with the J. M. Colman Co., covering the furnishing of creosote and petroleum.

I do not think that we should bother with the Colman people as to ~~the~~ giving notice of what our requirements are going to be. This is something that we cannot give unless we tell them what material we are going to have treated at their Plant. In the past we have been making requisitions on the Purchasing Department for the necessary creosote and crude oil. I understand that they have a contract with the Union Oil Co. of California for crude oil and can buy such oil very much cheaper than Mr. Colman can and our method of furnishing in tank cars to Mr. Colman has been quite satisfactory in the past so far as crude oil is concerned. Mr. Colman can purchase imported creosote just as cheap as we can, or possibly cheaper, and I believe that is the only PRESERVATIVE for us to use, unless we ship No. 1 grade of creosote from the interior, which would put the price when freight is added up to a prohibitive figure.

As you know, we are using a coal-tar creosote solution, and this solution we could not ask Mr. Colman to use, as it would mean that he would have to erect additional tanks for taking care of it such as we have at Brainerd and Paradise. By using straight creosote, he can use any tanks in his yard for this purpose, but I doubt if he would agree to using the coal tar-creosote solution. Therefore I do not believe it is possible to make any better arrangement than we now have with the J. M. Colman Co for No. 1 creosote. We make up requisitions for the necessary material and the Purchasing Department places those requisitions with Mr. Colman to the best advantage so that when a vessel comes from abroad with a cargo of creosote they take advantage of the shipments, depending entirely on prospective increases or decreases, as the case may be, in the cost of creosote.

The Bermuth & Lemke Co. of New York practically handles all the creosote that comes into this country, and

Mr. L. Yager,
Page 2

Mar. 21st, 1928.

they give the large commercial treating concerns any advantage there may be in reducing prices for such creosote as they may require, and Mr. Colman is one of the combination who depend on the above concern for a supply of foreign creosote.

For example, a few weeks ago Mr. Colman was advised that there was a cargo of Japanese creosote that could be bought at a certain price, which was 2 or 3 cents, I believe, lower than the foreign oil and the creosote was equally good. They have taken advantage of this price and give us the benefit of it. Mr. McKay, Purchasing Agent at Seattle, handled this matter, and I believe that his method of handling creosote is about as good as could be devised, and I do not see where we can improve any on the present method of obtaining creosote and crude oil for treatment at the Colman Plant.

Yours truly,



Supt. T.P. & T.T. Plants

St. Paul, Minn.

March 20, 1928.

MEMORANDUM

Mr. T. R. Gibson:

Referring to the attached consolidated voucher in favor of the J. M. Colman Co., amounting to \$35,855.18.

I have signed the voucher, however, I wish you would ask Mr. Rochon to rewrite the supporting statement to show the number of pieces of the different sizes of ties going to make up the total F.B.M., in other words, copy the information shown in the Colman bill. The purpose of this is to make it readily possible at any time to check through the copies of our vouchers and determine the number of ties treated. This is, of course, a rather minor matter, but it will take very little time to show this data.

L. Yager

Assistant Chief Engineer.

LY-JW

St. Paul, Minn.

March 20, 1928.

MEMORANDUM

Mr. T. R. Gibson:

Referring to the attached bill for \$22,026.85 in favor of the Colman Company for creosote.

Inasmuch as the bill bears a GSK number and a Purchasing Agent's order, I assume material was furnished on requisition, and it might be contended by some that payment for the same should be handled the same as for ties and other forest products delivered to us for seasoning at the Colman plant. It probably makes very little difference which way it is handled, but it seems to me that inasmuch as Mr. Gibson has to keep accurate account of the creosote and oil used, it would be just as well for us to voucher these bills.

L. Yager

Assistant Chief Engineer.

LY-JW

Milligan

On account
of size of this bill
decided should
be signed by you
and Mr Stevens.

W. H.
3/14


Seattle, March 17, 1928.

Mr. J. E. Craver:

Your letter March 1, about difficulty in connection with assessing demurrage against the Colman Company at Seattle on cars of ties.

Please have this matter lined up in accordance with the following from Mr. Yager under date of March 13:

"Mr. Gibson has just returned from a meeting with Mr. Colman and others in Seattle concerning this matter, and, in connection with discussing the entire subject with officers here it seems best to handle this matter of penalties on the following basis:

"The agent will turn over to Mr. Gibson's representative at the usual stated intervals all the data with respect to Northern Pacific cars with forest products delayed in unloading at the Colman plant, and from this data and such investigations as he will make covering the circumstances Mr. Gibson will assess the penalty and make a bill direct against the Colman Company.

"It is understood, of course, that the Colman plant does a considerable amount of commercial business which may from time to time involve demurrage charges. There should be no occasion for confusing delays in this respect with delays to cars loaded with Company material. Mr. Gibson's representative at the Colman plant will keep a complete record of Company material, and his record will be available in case there should be any confusion of commercial shipments with Company loads."

Copy (Signed A. V. Brown)

cc - Mr. L. Yager,

St. Paul, Minn.

March 16, 1928

Mr. Andrew Gibson:

Referring to paragraph 9 of the contract with the Colman Company covering the furnishing of creosote and petroleum for treating plant operations in Seattle.

Next time I see you I would like to discuss the general question of furnishing creosote and oil, particularly as to what arrangements we should make with the Colman Company to give you adequate notice, so that our Purchasing Department will be able to determine what constitutes a fair price for creosote.

LY-JW

Assistant Chief Engineer.

Copy: Mr. F. V. Weisenberger

St. Paul, Minn.

March 16, 1928.

MEMORANDUM

Mr. J. H. Rochon:

Referring to the attached containing Colman bill for 115,000 gallons of creosote. This bill should be paid as heretofore, outside of monthly estimates. Please see my letter to Mr. Gibson today about furnishing creosote.

L. Yager

Assistant Chief Engineer.

LY-JW

Brainerd, Minn., Mar. 15th, 1928.

V-244
V-267

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

Dear Sir:

Referring to your letter of Mar. 13th
relative to preparation of the Colman Company voucher.

This voucher was made out in accordance
with Mr. Rochon's instructions, but it is an easy
matter to change the arrangement as you suggest, and
next month's voucher we will try and prepare in this
manner.

Yours truly,

M. J. [Signature]
OK to release 2/3/16
of to release
voucher
[Signature]
Supt. T.P. & T.T. Plants.

Mr. Gager

of NY 3/15

Called up Mr. Gibson
regarding Coleman's vouchers. He
is answering your letter today. Material
shown under "Retreatment at 7⁶⁵ per M⁴B¹¹
for a time duration to exceed 12 hours" is not included
in "Material treated for a time duration not longer
than 12 hours - charged at 6⁵⁰ per M⁴B¹¹".

He is also instructing Mr Hopkins to have
future bills made out as you suggested.
Mr Gemmell is holding vouches until Mr Gibson
letter received

W. H. 3/15-28

Remarks:- Scale rebuilt with steel weighbridge June 25th, 1921.
Main lever pivots sharpened and bearings ground, June
15th 1921. Pivots and bearing packed in cup grease and weigh-
bridge painted June 25th, 1921. Last State Inspection 2-17-22

(D)-SCALE OWNERSHIP-MAINTENANCE:- Scale owned and maintained by the
Northern Pacific Railway Company

Brainerd, Minn., Mar. 15th, 1928.

Mr. L. Yager,
Assistant Chief Engineer,
St. Paul, Minn.

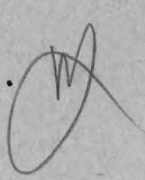
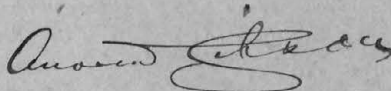
Dear Sir:

Your letter of March 13th in reference to the Colman contract and enclosing letter of same date which you had written to Mr. Brown.

Your letter evidently crossed mine which I had written the 14th. The Colman slate is completely clean at present of all bills except for ordinary treatment under the contract and in the future it is going to be a very easy matter to keep the matter in that condition.

We made no bill against Mr. Colman for the \$545.00 collected, except the bill prepared by Mr. Meckstroth, the agent, showing that the payment was made for delays to cars during the months of March and April, 1927. This cleans up all our bills against the Colman Company.

Yours truly,



Supt. T.P. & T.T. Plants.

St. Paul, Minn.

March 13, 1928.

Mr. Andrew Gibson:

Referring to your voucher in favor of the Colman Company to the amount of \$18,430.21, covering treatment of ties and piling.

I note that you list the ties as, "First treatment--treating time 12 hours" and then follow this by the statement of "Retreatment--treating time 24 hours". This may raise the question in the minds of some as to whether the retreated ties are not included twice. I am quite sure that this is not the case, and I am therefore certifying the bill. In the future would like to suggest that the vouchers follow the designations in the contract, paragraph 17, using the designation "A-1" for 12 hours or less and "A-2" for time interval in excess of 12 hours, etc.

LY-JW

Assistant Chief Engineer.

*Show Mr. McMillan
Answer when received*

Brainerd, Minn., Mar. 13th, 1928.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn. .

Dear Sir:

Referring to your letter of Feb. 20th with which you enclosed copies of your letters to Mr. A. V. Brown and the J. M. Colman Co.

As stated verbally, when in Seattle last week Mr. Lawrence Colman, Mr. George Colman and Mr. Doan, Mr. Hopkins and myself went all over the demurrage bills that were presented to Mr. Bartles and which he afterwards sent to me, and found that the bills for March and April, 1927, for delays to cars, was a legitimate penalty, and Mr. Colman very willingly paid the amount of these bills, which was \$545.00, and thought that our settlement was very favorable.

The balance of the bills I did not think were a legitimate bill and consequently told Mr. Colman that we would waive these bills. Also told Mr. Bartles and Mr. Meckstroth, agent at Seattle, that these bills would be waived, as they were not properly chargeable to the J. M. Colman Co.

I believe I told you how the matter originated, that the Colman Co. corresponded with our higher officials. It seems that when Mr. B. O. Johnson was out at Seattle that he went to the Colman Plant and I suppose among other things that Mr. Doan told him about the demurrage bill that had been rendered against the J. M. Colman Co., and as near as I can figure out that is what started the correspondence. When Mr. Doan passed through St. Paul on his way to Montreal to attend the meeting of the American Wood Preservers Association, he called on Mr. Johnson, and I assume that the matter of demurrage was discussed between them, at least that is the only information I have and the only record of any demurrage being charged. We however straightened this matter out with Mr. Colman and everything was in perfect harmony, as it has been all along so far as Mr. Colman and myself are concerned, and do not anticipate that there will be any further trouble of this kind.

Of course, as might naturally be supposed, we have some hot arguments with Mr. Doan in regard to the treatment of our material, but that is common in all contract work, and I do not think that there is anything to be alarmed about or that cannot be straightened out with Mr. Colman whenever such matters arise.


Mr. L. Yager,
Page 2.

Mar. 13th, 1928.

Before leaving Seattle Mr. Colman became a little confidential with me on personal matters and asked me if I would not come to his office on Saturday afternoon, Mar. 3rd, to discuss certain improvements he had in view and also the purchase of certain property that he wished to make, and when I smiled and said that this was something outside of my province, he very quickly remarked that he knew it was, but he was simply asking for my advice, which I freely gave him. This would indicate that the feeling between us is good, and as I have been associating with contractors all my life, I do not anticipate Mr. Colman's little arguments will amount to very much or cause any friction of any kind.

One thing, however, I will say, that if any of our higher officials go to Seattle and Mr. Colman finds it out, he will be at the depot to meet them, and may have some imaginary kick or some trifling matter that he will talk with them about, but if he is told that it is a matter that should be settled with parties on the ground with whom he has daily connection, I believe it will result in warding off any further correspondence with our general officers in regard to trifling affairs that they undoubtedly do not care to mix up in.

Yours truly,



Supt. T.P. & T.T. Plants.

St. Paul, Minn.

March 13, 1928.

Mr. Andrew Gibson:

Referring to our conversation last week relative to the handling of the Colman contract at Seattle.

You received copy of my letter to Mr. Brown, explaining the handling of penalties to be assessed against the Colman Company for failure to promptly release cars. The agent at Seattle will send your representative all the data pertaining to delays to cars. You will investigate these and render bill against the Colman Company for such penalties as you consider proper under the circumstances and the intent of the contract. Mr. Rochon will give you any additional instructions you may require with respect to the preparation of these bills.

I have just been talking with Mr. Stevenson about this matter, and he has received remittances from the agent for the penalties which you decided should be assessed. He is in some confusion as to just how to handle this matter. I explained to him that in the future you would handle these matters and relieve his Department of any concern with respect to making the bills.

LY-JW

Assistant Chief Engineer.

Copy: Mr. J. H. Rochon

St. Paul, Minn.

March 13, 1928.

Mr. A. V. Brown:

Referring to your letter of the 2d relative to assessment of penalties in connection with failure to promptly release cars at the Colman plant at Seattle.

Mr. Gibson has just returned from a meeting with Mr. Colman and others in Seattle concerning this matter, and, in connection with discussing the entire subject with officers here it seems best to handle this matter of penalties on the following basis:


The agent will turn over to Mr. Gibson's representative at the usual stated intervals all the data with respect to Northern Pacific cars with forest products delayed in unloading at the Colman plant, and from this data and such investigations as he will make covering the circumstances Mr. Gibson will assess the penalty and make a bill direct against the Colman Company.

It is understood, of course, that the Colman plant does a considerable amount of commercial business which may from time to time involve demurrage charges. There should be no occasion for confusing delays in this respect with delays to cars loaded with Company material. Mr. Gibson's representative at the Colman plant will keep a complete record of Company material, and his record will be available in case there should be any confusion of commercial shipments with Company loads.

LY-JW

Assistant Chief Engineer.

Copies: WJS;AG



Seattle, March 2, 1928.

Mr. L. Yager:

Your letter February 20th about misunderstanding which developed in connection with delays in promptly releasing cars at the Colman Treating Plant in Seattle.

Local Agent has been instructed not to assess demurrage unless instructed to do so by Mr. Gibson or Mr. Hopkins.

You may be interested in the following quotation from Mr. Bartles acknowledgment of the instructions:

"This matter was handled by me personally with Mr. Gibson's representative, Mr. Hopkins, when we first started assessing demurrage against the Colman people. I made the suggestion then to Mr. Hopkins, along the lines that Mr. Yager outlines. However, he said that the demurrage should be handled in the regular manner and that it would be canceled later if it was thought advisable to do so."

*Ward will
Tuesday 3/10*

W. C. Bartles

St. Paul, Minn.

February 23, 1928.

Mr. Andrew Gibson:

Referring to the attached to you from Mr. Hopkins under date of February 10th, submitted with your letter of February 14th.

This particular matter has nothing to do with the administration of the contract. Mr. Hopkins and yourself I know understand that you should make your offices as useful as possible in furnishing promptly just such information as has been furnished in this case.

LY-JW

Assistant Chief Engineer.

St. Paul, Minn.

February 21, 1928.

Mr. H. E. Stevens:

Mr. Gibson sent me the attached under personal cover. This relates to the matters which were recently discussed in connection with the supervision of the treating contract at Seattle. The particular point Mr. Gibson raises in this case it seems to me is outside the range of our discussion. As I view it, Mr. Hopkins should make himself as useful as possible to other departments in furnishing information as to the shipment of ties on requisitions, as well as information of a similar character. It does not appear to me that information of this kind will in any way involve us in the sort of difficulties which we are trying to correct.

LY-JW

Assistant Chief Engineer.

Ref. This has nothing to do with administration of the contract - Certainly Mr. Gibson and Mr. Hopkins should furnish other departments with all essential information 1/24/28

St. Paul, Minn.

February 21, 1928.

Mr. H. E. Stevens:

Mr. Gibson sent me the attached under personal cover. This relates to the matters which were recently discussed in connection with the supervision of the treating contract at Seattle. The particular point Mr. Gibson raises in this case it seems to me is outside the range of our discussion. As I view it, Mr. Hopkins should make himself as useful as possible to other departments in furnishing information as to the shipment of ties on requisitions, as well as information of a similar character. It does not appear to me that information of this kind will in any way involve us in the sort of difficulties which we are trying to correct.

LY-JW

Assistant Chief Engineer.

St. Paul, February 21, 1928

Desk #1

File Contract #160

Mr. Paul McKay,
Asst. Pur. Agt.,
Seattle, Wash.

Dear Sir:

Please note the attached copies of letters from Mr. Yager addressed to Mr. Gibson and to Mr. A. V. Brown relative the handling of bills from the Colman Treating Plant for treating.

These will not come to you in the future but will go direct to Mr. Gibson's department, where they will be checked and vouchered in accordance with the contract.

If you have occasion, as you did once before, to buy certain poles or any other material direct from the Colman Company and then have treated, you will, of course, arrange to have the invoices of the material only come through your office, while any treating that this material might have will be handled by Mr. Gibson.

Yours truly,

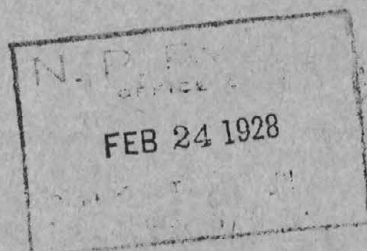
Purchasing Agent

K-c
Encl.

Cy: Mr. L. Yager ✓

Mr. Yager
3/12/28

M. Yager
To note relative
all
2/21
1/23



St. Paul, Minn.

February 20, 1928.

Mr. Andrew Gibson:

Referring to our conversation and copies of several letters which you have received in connection with supervision of the Colman contract at Seattle.

I wish you would discuss with Mr. Colman on your next trip to the Coast, and, if possible, come to a definite understanding with him and his assistants, as to how this contract should be supervised in the future. When you return, I would like to learn what success you had in coming to an agreeable understanding.

LY-JW

Assistant Chief Engineer.

St. Paul, Minn.

February 20, 1928.

Mr. Andrew Gibson:

Referring to our several conversations relative to handling of the Colman contract in the future. Effective March 1st you will prepare vouchers for all bills incurred under the terms of the contract for treatment of ties and forest products at the Colman plant under the contract dated November 4th, 1926. The bills rendered by the Colman Company should be submitted to your representative at the plant for checking as to units of work, prices, etc., and then submitted to you for such further check as you consider it necessary to make. At the same time you should render bills against the Colman Company for any penalties assessed against them in connection with failure to promptly unload cars as provided in the contract. In other words, the entire and complete supervision of this contract for the Railway Company is under your jurisdiction.

Mr. Rochon will instruct you concerning the preparation and handling of vouchers in line with the plan outlined above.

LY-JW

Assistant Chief Engineer.

Copies: Mr. C. C. Kyle

Mr. J. H. Rochon

February 20, 1928.

Mr. L. C. Colman, President
J. M. Colman Company
Seattle, Wash.

Dear Mr. Colman:

My attention has just been drawn to a controversy of long standing with respect to the interpretation of contract with your Company, dated November 4th, 1926, on which you will recall Mr. Gibson and I negotiated the details with you personally and your staff. From the context of that contract it is quite clear that the supervision of the contract on the part of the Railway Company would be handled by the Department having charge at the time of timber treating matters. In order to avoid any misunderstanding with respect to that item, Mr. Stevens wrote you under date of December 20th, 1926, advising that Mr. Gibson, our Superintendent of tie treating plants, would deal with you, and would have direct supervision of carrying out the provisions of this contract for the Northern Pacific.

There seems to have developed some misunderstanding with respect to the penalty clause in the contract, covering the release of cars. It appears that these matters were not referred to Mr. Gibson or first to his immediate representative at your plant. Files in the General Office show that Mr. Doan

February 20, 1928.

~~Mr.~~ L. C. Colman - #2

wrote to our Mr. B. O. Johnson under date of July 15th, 1927, setting forth your contentions with respect to accumulated penalties assessed under the regular demurrage rules as provided in the contract, and asking for relief on the basis of certain contentions which he set forth. This letter, together with accumulated files, has circulated back and forth among various departments in the General Office, and has finally come to us for attention, for the reason that the parties addressed were not familiar with the details of the contract, and they would naturally refer such matters ultimately to the department charged with responsibility of supervising the contract. The matter now goes to Mr. Gibson for final adjustment. I believe you will readily agree with me that from a business standpoint matters of this character can best be handled to the satisfaction of all concerned in line with the formalities provided for disposing of all questions arising under the contract. Personally, I can have no objection to your discussing these and other matters with the higher officers of our Company, and I am certain they will always give you courteous consideration, but, at the same time, they will not settle any issues without first referring the matter to the subordinate officers charged with these responsibilities, so that it should naturally follow any handling other than those provided for in the regular routine

February 20, 1928.

Mr. L. C. Colman - /3

of business will result in unnecessarily troubling officers not immediately concerned with these duties. It is understood, of course, that you have the right to appeal from any decisions which we may make that you may consider not in line with contract provisions, and we will be glad to assist you in bringing such appeals to a speedy conclusion.

Mr. Gibson will be in Seattle within a week to discuss matters at immediate issue, and come to an understanding with respect to the handling of all details of this contract in the future, and I am sure we will have your hearty cooperation in all these matters.

Yours truly,

LY-JW

Copy: Mr. A. Gibson

February 20, 1928.

Mr. L. C. Colman, President
J. M. Colman Company
Seattle, Wash.

Dear Mr. Colman:

My attention has just been drawn to a controversy of long standing with respect to the interpretation of contract with your Company, dated November 4th, 1926, on which you will recall Mr. Gibson and I negotiated the details with you personally and your staff. From the context of that contract it is quite clear that the supervision of the contract on the part of the Railway Company would be handled by the Department having charge at the time of timber treating matters. In order to avoid any misunderstanding with respect to that item, Mr. Stevens wrote you under date of December 20th, 1926, advising that Mr. Gibson, our Superintendent of tie treating plants, would deal with you, and would have direct supervision of carrying out the provisions of this contract for the Northern Pacific.

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February 20, 1928.

Mr. L. C. Colman - #2

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February 20, 1928.

Mr. L. C. Colman - #3

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Mr. Gibson will be in Seattle within a week to discuss matters at immediate issue, and come to an understanding with respect to the handling of all details of this contract in the future, and I am sure we will have your hearty cooperation in all these matters.

Yours truly,

LY-JW

Copy: Mr. A. Gibson.

St. Paul, Minn.

February 20, 1928.

Mr. A. V. Brown:

You are probably more or less familiar with misunderstanding which has developed in connection with delays in promptly releasing cars at the Colman treating plant in Seattle.

When we negotiated the contract with the Colman Company we kept in mind the necessity of obtaining reasonably prompt release on cars shipped to the Colman plant with ties and other forest products, and at the same time, the contractor desired to protect himself against flooding of his unloading facilities through spasmodic shipments by the Railway Company. Article 4 of the contract, dated November 4th, 1926, expresses the understanding with respect to this matter. The terms of the demurrage tariffs were used merely as a measure of the penalty to be assessed against the contractor in case he became negligent in the matter of unloading. It was recognized that this could not be done as a matter of tariff regulation.

It now appears from the files that an attempt was made to assess demurrage charges against the contractor through the usual routine of handling such matters in connection with tariff provisions. These files have been circulating among the various general officers since last July, and they have just now come to us for final adjustment. It is the intention

February 20, 1928.

Mr. A. V. Brown - #2

under the contract that the contractor handle all matters connected with carrying out the contract with Mr. Gibson, our representative. Mr. Gibson has a representative at the Colman plant who is charged with the responsibility of keeping all the records and certifying the records of all the work performed under the contract, so that payment vouchers may be made in due form.

The matter of delays to unloading cars originates with data available in the Superintendent's record. Will you kindly arrange to have Superintendent Bartles in the future at the proper time submit records of such unloading delays direct to Mr. Hopkins, Mr. Gibson's representative at the Colman plant. In this way we will surely avoid friction and misunderstanding and at the same time expedite the adjustment of these current matters without troubling the higher officials with these details.

LY-JW

Assistant Chief Engineer.

Copies: Mr. P. H. McCauley

Mr. C. C. Kyle

Mr. Andrew Gibson

Saint Paul, February 18, 1928.

Mr. F. E. Williamson:

Your letter February 8 about clause in the Colman contract for timber treatment covering demurrage charges:

As stated by Mr. Frost, it was not the intent that demurrage charges be assessed under tariff rules. Tariff is merely mentioned as a means of determining the penalty, if any, which should be assessed under the contract. We have had a similar provision in our printed form of contract for many years and have had no difficulty in its application where conditions merited its enforcement.

There is no necessity for amending the contract, but it occurs to me there is a necessity for amending the procedure under the contract. If these matters were passed through the hands of those having in charge the administration of the contract provisions, a great deal of unnecessary correspondence and misunderstandings would be avoided.

I suggest, therefore, it might be tactfully intimated to Mr. Colman that if in the future he will take up his troubles with Mr. Gibson, who is charged with the responsibility of administering the contract, delays and misunderstandings will be avoided and no doubt small differences can be straightened out without troubling the higher officers.

H. E. STEVENS
Chief Engineer.

cc Mr. L. Yager

Saint Paul, February 18, 1928.


Mr. L. Yager:

Regarding attached copy of letter to Mr. Williamson about the Colman contract:

As per my discussion with you today, and your letter of February 13, I am not altogether satisfied with the way the details of this contract are being administered, and suggest you have a conference with Mr. Gibson and then take whatever steps may be necessary to avoid in the future misunderstandings and possible conflict in the application of the provisions of this contract account of different Departments handling different parts of it independently of each other.

If tactfully handled, I believe this can be straightened out without undue friction and arrangements made so that in the future the Contractor will handle his business through the representatives at the plant.

When so arranged Mr. Gibson will be solely responsible for the proper administration of the terms of the contract and with the handling of all estimates, bills, claims, etc. As matters now stand it seems to me there is a strong possibility of errors being made which would result in over or under-payment.



Chief Engineer.

enc

Brainerd, Minn., Feb. 14th, 1928.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

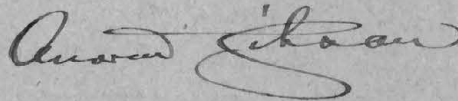
Dear Sir:

Referring to our conversation yesterday about Mr. Stevens' letter to you.

I suppose that what Mr. Stevens has reference to is such as the enclosed. You will notice Hopkins went ahead and gave the information desired and then asks if it is O.K.

I think it proper that the information desired by Mr. Craver be furnished, but if he takes the 'short cut' to get the information at least a copy of his letter should come to this office. There is nothing secret about such matters, and if any friction raised between Departments that should coordinate with each other, it would seem to me that we would not be working to the best interests of the Railway Company. Kindly return enclosed letter soon as noted with any criticism you may have to offer.

Yours truly,



Supt. T.P. & T.T. Plants.

St. Paul, Minn.

February 13, 1928.

Mr. H. E. Stevens:

Referring to the attached file received with your letter of the 10th concerning demurrage charges assessed against the Colman plant at Seattle, during delivery of seasoning ties to that plant.

We are concerned in having our cars delivered with seasoning ties to the contractor's plant released with reasonable dispatch. At the time the contract was discussed the contractor was aware of the more or less spasmodic delivery that we obtain of green ties from the larger mills, and he desired to protect himself against flooding of his unloading facilities. We did not expect to have any trouble with the contractor concerning prompt release of cars, but it seemed to be desirable to incorporate a clause in the contract to impose an adequate penalty in case the contractor should for any reason in the future become negligent in this matter. The clause in question was framed to express the intent and you are correct in your assumption that the demurrage rules were mentioned merely for the purpose of giving a measure to determine the charge to be made against the contractor.

This matter can very easily be handled by the Railway Company's representative with the contractor, and there seems

February 13, 1928.

Mr. H. E. Stevens - #2

to be no good reason for making any revision in the contract at this time for that purpose.

The context of the contract and the specifications make it quite clear that the supervision for the Railway Company would naturally be handled by the Department having charge at the time of timber treating matters. This is a matter which can be changed at the pleasure of the Railway Company. The contractor must deal with the properly accredited representative of the Railway Company. There is no evidence that the contractor has not or does not desire in the future to handle this matter in accordance with our wishes. To make mention of any particular Department in a supplement to the contract at this time implies that the consent of the contractor is necessary to any change which the Railway Company may have in mind with respect to the supervision of this contract. It seems to me that the question of Departmental supervision of the contract is of no concern to the contractor. This is a matter which should be handled by the officers of the Railway Company and I believe it could be very quickly straightened out by instructions from the Vice President.

As to our understanding in connection with the interpretation of supervisory matters connected with this contract, please refer to the attached file containing a letter which I dictated for you under date of December 20th, 1926,

February 13, 1928.

Mr. H. E. Stevens - #3

addressed to the Colman Company, in which it is specifically stated that Mr. Gibson is to be the Railway Company's representative in all matters in connection with carrying out the provisions of this contract. You will also find under the same date a letter to Mr. Gibson confirming that understanding. Mr. Gibson states that the contractor is working strictly in accordance with that understanding.

I have no knowledge of the execution of matters in connection with this contract other than those which Mr. Gibson has communicated to me from time to time as he has returned from trips to Seattle. He has had no complaint to make in connection with the work or carrying out of the contract. This morning he told me that early in the work Mr. Hopkins had been in the habit of taking up certain matters direct with Mr. McKay but he soon put a stop to that procedure.

Mr. Gibson obtains shipping notices and invoices on seasoning material from Mr. McKay. He certifies to these invoices and sends them through your office, and from there they go to the Accounting Department for voucher. This is the same procedure as prevails at the other two plants, and is entirely satisfactory. He receives shipping directions for treating material on requisitions for ties and other material from Mr. Weisenberger based on distribution which we make here. With respect to these operations there are no irregularities.

February 13, 1928.

Mr. H. E. Stevens - #4

I have looked up the record with respect to handling payment to the contractor for treatment, and find that the contractor makes up the bills in accordance with contract unit prices for the various operations. These bills are certified by Mr. Hopkins for Mr. Gibson, and they also bear Mr. McKay's stamp of certification as to prices. From Mr. Hopkins they go to Mr. Gibson at Brainerd, where the treating cost is added to the cost of the material, the same as is done for the Company treating costs at the two plants. Mr. Gibson sends these bills to your office where a passing record is made, and they are then transmitted to the Auditing Department for voucher. This practice, it seems to me, is satisfactory, except that there is no real necessity for these particular bills passing through the Purchasing Department. They could just as well be vouchered by Mr. Gibson. This is a more direct method of handling, and under the circumstances is one which I believe should be inaugurated.

The record further shows that last fall Mr. Cook made a requisition for piling in connection with some dock work. We have no seasoned piling in our stock with the Colman Company, so that Mr. McKay purchased piling direct from the Colman Company's stock and then arranged with Mr. Colman to have this treated under the terms of the treating contract.

February 13, 1928.

Mr. H. E. Stevens - #5

The bills for the purchase of the piling would naturally be handled by Mr. McKay. In this case he also handled the payment for the treatment of the piling. While this was a special case, yet for the future I can see no reason why the treatment costs should not be handled in all cases strictly in accordance with the program which I have outlined above for the treatment of ties.

The matter of delays to unloading cars originates with data available in the Superintendent's record. I have in mind, unless you have other plans, asking the Superintendent to give these records of delays to Mr. Gibson's representative at the proper time for Mr. Gibson to handle to a conclusion. I am quite sure Mr. Gibson can handle these matters fairly and with the necessary dispatch.

LY-JW

Assistant Chief Engineer.

St. Paul, Minn.

February 13, 1928.

Mr. H. E. Stevens:

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This matter can very easily be handled by the Railway Company's representative with the contractor, and there seems

February 13, 1928.

Mr. H. E. Stevens - #2

to be no good reason for making any revision in the contract at this time for that purpose.

The context of the contract and the specifications make it quite clear that the supervision for the Railway Company would naturally be handled by the Department having charge at the time of timber treating matters. This is a matter which can be changed at the pleasure of the Railway Company. The contractor must deal with the properly accredited representative of the Railway Company. There is no evidence that the contractor has not or does not desire in the future to handle this matter in accordance with our wishes. To make mention of any particular Department in a supplement to the contract at this time implies that the consent of the contractor is necessary to any change which the Railway Company may have in mind with respect to the supervision of this contract. It seems to me that the question of Departmental supervision of the contract is of no concern to the contractor. This is a matter which should be handled by the officers of the Railway Company and I believe it could be very quickly straightened out by instructions from the Vice President.

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Mr. H. E. Stevens - #3

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February 13, 1928.

Mr. H. E. Stevens - #4

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The record further shows that last fall Mr. Cook made a requisition for piling in connection with some dock work. We have no seasoned piling in our stock with the Colman Company, so that Mr. McKay purchased piling direct from the Colman Company's stock and then arranged with Mr. Colman to have this treated under the terms of the treating contract.

February 13, 1928.


Mr. H. E. Stevens - #5

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The matter of delays to unloading cars originates with data available in the Superintendent's record. I have in mind, unless you have other plans, asking the Superintendent to give these records of delays to Mr. Gibson's representative at the proper time for Mr. Gibson to handle to a conclusion. I am quite sure Mr. Gibson can handle these matters fairly and with the necessary dispatch.

LY-JW

Assistant Chief Engineer.



Saint Paul, February 10, 1928.

Mr. L. Yager -

Herewith letter from Mr. Williamson of February 8th about demurrage charges incurred in connection with delivery of ties at the Colman Plant.

You will note several Departments have had the matter under consideration since last year, although it has not heretofore been referred to the Engineering Department so far as I am advised.

As ruled by Mr. Frost, the question involved is an interpretation of the contract - not a question of the application of existing tariffs or average demurrage agreements. It does not seem to me there is any necessity for amending the contract in order to collect under its provisions. All that Mr. Frost has ruled is that we cannot collect under the demurrage tariff rules and it is my opinion we should never have attempted to do so, but rather handle such claims as we may have under this clause in the same manner other provisions of the contract are handled by debiting or crediting our account with the Colman Company under this contract. // The demurrage rules are mentioned merely for the purpose of giving a measure for determining the charge to be made for this item. //

That would be my interpretation of the contract and I wish you would advise if that is what you had in mind in drafting this provision.

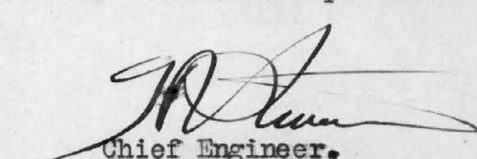
On receipt of this file it seemed to me the whole mis-

Mr. L. Yager #2

understanding had occurred account of the matter having gotten off to a bad start and gone through all Departments except the one charged with the responsibility for the administration of the contract, however, on looking over the contract I find you have eliminated all the usual provisions of an Engineering Department contract and that there is, in fact, no one Department designated through which the Contractor may handle questions which may arise in connection with the interpretation and administration of this contract.

I wrote you on December 13 requesting you to take over the administration of the contract and we arranged with Mr. Gibson to handle the field work, although it now appears we had no authority to so do under the terms of the contract; furthermore, although Mr. Gibson reports to the Engineering Department, it appears his employees at the plant handle a great many of the details of this contract direct with the Purchasing Agent and Store Department.

If any amendment is to be made in the contract, it seems to me it should be in the way of providing a responsible head with whom the Contractor may handle his affairs, as I am inclined to think there will be many misunderstandings if the provisions of the contract are interpreted by three or four different Departments independently of each other.


Chief Engineer.

enc

St. Paul, Minn.

December 22, 1927.

Mr. H. E. Stevens:

Referring to the attached relative to Great Northern having ties treated at the Colman plant at Seattle.

It seems to me that all the stipulations which we could hope to enforce are already incorporated in the contract with the Colman Company. In our negotiations it was always evident that the Colman Company expected to treat ties and other forest products for railroads other than the Northern Pacific. The Northern Pacific business was merely the beginning. The creosoting company's general plans for expanding their plant had in mind first taking care of the Northern Pacific's business and then later on adding sufficient storage grounds and equipment to take on such other business as might develop.

The stipulations in the contract which, it seems to me, protect the Northern Pacific are as follows: the second paragraph on page 1 reads:

"The Creosoting Company agrees that the plant shall be thereafter maintained during the term of this agreement, in the same degree of working efficiency so that the capacity of the plant shall be adequate at all times to treat the yearly requirements of the Railway Company as specified in this agreement. The Creosoting Company shall have the right to use the plant for the treatment of forest products other than those specified in this agreement so long as it does not interfere with the treatment of forest products of the Railway Company covered by this agreement."

December 22, 1927.

Mr. H. E. Stevens - #2

The second paragraph on page 2 provides:

"The Railway Company agrees to make deliveries hereunder aggregating the equivalent of 300,000 cross ties per year or as near thereto as its requirements will permit, but agrees that it will furnish not less than 250,000 nor more than 350,000 cross ties or the equivalent thereof in any one year without the written consent of the Creosoting Company, and will notify the Creosoting Company in writing prior to the first day of October of each year of the approximate number of cross ties and other forest products which it desires to have stored for seasoning and subsequent treatment during the following calendar year."

On the first paragraph of page 4 statement is made that:

"The Creosoting Company shall pay the Railway Company compensation for any delays in unloading said cars in accordance with the Railway Company's published demurrage tariffs whenever eight or less cars are delivered per day. Whenever more than eight cars per day shall be delivered the expense incident to the detention of cars for unloading shall be assumed by the Railway Company."

That paragraph was inserted for the purpose of making it necessary for the Railway Company to provide uniformly equal deliveries of green ties.

The second paragraph on page 6 outlines the agreement whereby the Creosoting Company may use a stock of preservative for treatment of forest products of other concerns.

In our negotiations, Mr. Colman insisted that we furnish green ties and take treated ties at approximately

December 22, 1927.

Mr. H. E. Stevens - #3

uniform monthly rates throughout the year. This resulted in our Article 11:

"The Railway Company desires to have its cross ties treated during the period from August 1st to December 31st of each year. The Creosoting Company agrees to use reasonable efforts with due regard to the business offered by other customers and the treating capacity of its plant to treat the yearly requirements in this interval if sufficient properly seasoned ties are available. If for any reason the Creosoting Company at any time cannot with reasonable effort carry out the aforementioned preferential arrangement, the Railway Company agrees to have delivered green ties in advance of requirements so that sufficient seasoned ties will be available for treatment at approximately uniform monthly rates for the yearly requirements."

This preferential arrangement is in no sense mandatory, and we must expect to have to fall back on the uniform monthly rates of treatment in case the Creosoting Company takes on sufficient business to prevent carrying out the preferential arrangement.

In discussing the treating operations at the Colman plant to date I gather from Mr. Gibson that he has been well satisfied with the quality of the work and the attitude of Mr. Colman in carrying out the provisions of the contract. There was some little trouble last fall, in that the Purchasing Department could not spread out the deliveries of green ties to avoid overtaxing the daily un-

December 22, 1927.

Mr. H. E. Stevens - #4

loading facilities of the plant. This is a difficulty we will undoubtedly run into from time to time, because Mr. McKay is not always able to get tie deliveries from the larger mills at uniform delivery rates over a long period of time.

I see no reason for making any additional stipulations at this time. We will have to assume that Mr. Colman will provide such facilities as may be required to take on any additional business, and handle it satisfactorily for all his customers.

LY-JW

Assistant Chief Engineer.

St. Paul, Minn.

December 22, 1927.

Mr. H. E. Stevens:

Referring to the attached relative to Great Northern having ties treated at the Colman plant at Seattle.

It seems to me that all the stipulations which we could hope to enforce are already incorporated in the contract with the Colman Company. In our negotiations it was always evident that the Colman Company expected to treat ties and other forest products for railroads other than the Northern Pacific. The Northern Pacific business was merely the beginning. The creosoting company's general plans for expanding their plant had in mind first taking care of the Northern Pacific's business and then later on adding sufficient storage grounds and equipment to take on such other business as might develop.

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December 22, 1927.

Mr. H. E. Stevens - #4

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LY-JW

Assistant Chief Engineer.

Citman Contract

First page Article I 2nd Paragraph

Paragraph 2 Page 2

not less than 250 or more than 350

Page 4 Rate of delay -

Page 6 - Use of pounds

Article XI page 6

Article XII Surge of Traded Res

(M)

St. Paul, Minn.

October 12, 1927.

Mr. R. H. Relf, Assistant Secretary,

St. Paul, Minn.

I am attaching hereto letter from the J. M. Colman Company of Seattle under date of October 3d, and copy of my reply of October 11th, 1927, in regard to rate to be charged by the Colman Company of 50 cents per thousand board feet for perforating switch ties and bridge timber before treatment at their plant.

This is supplementary to contract dated November 4th, 1926, between the Northern Pacific Railway Company and the J. M. Colman Company covering creosoting treatment of cross ties, switch ties and other forest products at the Colman Plant.

Yours truly,

TRG/JW

Assistant Chief Engineer.

Mr. Yager

Shall we send
Mr. Relf copies of correspondence
with J. M. Coleman Co for
perforating switch ties and
bridge timbers to be issued
as supplement to Coleman
Contract

My 10/12/27

October 11, 1927.

J. M. Colman Company,
Colman Bldg.,
Seattle, Washington.

Attention: Mr. L. J. Colman

Dear Sir:

We hereby accept proposal outlined in your letter of October 3, 1927 for a rate of 50 cents per thousand feet B. M. for work of perforating switch ties up to a total of 600,000 feet B. M., and all bridge timbers up to 200,000 feet B. M. for one year from October 3, 1927.

It is understood that Mr. Gibson will instruct you concerning the bridge ties and bridge timbers to be perforated, and you may render bills for this perforation at the rate quoted.

Yours truly,

LY-JW

Copy: Mr. Gibson.

St. Paul, Minn.

October 10, 1927.

RECEIVED
OCT 11 1927
ST. PAUL, MINN.

Mr. H. E. Stevens:

Referring to the attached file,
originating with Mr. Gibson's letter relative to
incising switch ties at the Colman Plant before
treatment.

I agree with Mr. Gibson's recommenda-
tions that the switch ties be incised before treat-
ment, and that the price quoted by the Colman Com-
pany is reasonable, and recommend its acceptance.

LY-JW

L. J. W.
Assistant Chief Engineer

*OK Pls arrange
11/10/11*

[Signature]

St. Paul, Minn.

October 10, 1927.

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Referring to the attached file,
originating with Mr. Gibson's letter relative to
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ment, and that the price quoted by the Colman Com-
pany is reasonable, and recommend its acceptance.

LY-JW

Assistant Chief Engineer

Brainerd, Minn., Oct. 8th, 1927.

Mr. L. Yager,
Asst. Chief Engr.,
St. Paul, Minn.

Dear Sir:

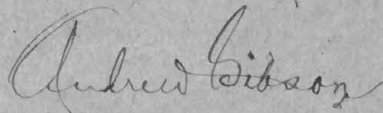
In reply to your letter of September 22nd relative to cost of incising switch ties at the Colman Plant.

After a great deal of talking for the past six days I finally got Mr. Colman to give a figure on the cost of incising switch ties and bridge timber and enclose his proposition in duplicate which as you will note is only effective for one year and amounts to fifty cents per thousand feet board measure.

I consider this figure fair and recommend incising so as to get very much better and more uniform penetration. The reason for limiting the present figure submitted for only one year is on account of their lack of knowledge as to what this extra work will cost. If it develops that they can do this work for less than the figure submitted the Colman Co. will make a lower figure at the end of the year for future work of this character and should it cost more they will send in a higher figure for future work.

My opinion is that the next figure submitted by them for subsequent years will be higher. We have only 597,417 FBM in switch ties at Seattle and 27,758 Ft.B.M. in bridge material a total of 625,175 Ft.B.M. and at 50¢ per M for incising would amount to \$312.59.

Yours truly,



Supt. T.P. & T.T. Plants

Enc

Dist. A.B.

THE J. M. COLMAN COMPANY**COLMAN CREOSOTING WORKS****COLMAN BUILDING****SEATTLE**

Oct. 3, 1927.

Northern Pacific Railway Company,

St. Paul, Minn.

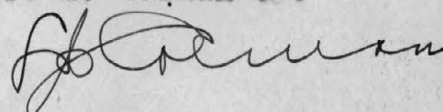
Attention. Mr. Yager.

Gentlemen:-

We will perforate all switch ties up to 600,000 feet B. M. and all bridge timbers up to 200,000 feet B. M. for one year from date at 50¢ per thousand feet in addition to the regular charges for treating the material as per our contract with your road dated November 4, 1926.

Respectfully,

The J. M. Colman Co.



St. Paul, Minn.

Sept. 22, 1927.

Mr. Andrew Gibson, Supt.

Brainerd Minn.

Referring to your letter of the 21st relative to treating ties at the Colman plant beginning October 1st with particular reference to incising switch ties.

Incising switch ties would involve an extra cost to be agreed upon. I wish you ascertain as soon as possible what the extra cost for this incising would amount to, and follow this with your recommendations as to what we should do in the matter.

LY-JW.

Asst. Chief Engineer.

Brainerd, Minn., Sept. 21st, 1927.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

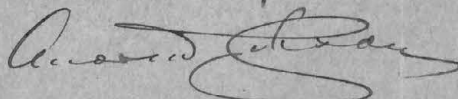
Dear Sir:

Referring to the starting of treating ties
at Colman Plant on October first.

Should switch ties be incised? The Colman
Plant can handle switch ties nicely. Two or three car-
loads of caps have been run through the incisor recently
for the Operating Department but we have not yet had any-
thing on the cost of doing this work which is, of course,
extra with anything outside of cross ties.

If it is desired to incise switch ties kindly
advise so that we can have this done as soon as we commence
treating switch ties. The switch ties at the Plant were
about the first material to come in and nearly all, if not
all of them are now seasoned and ready for treatment.

Yours truly,



Supt. T.P. & T.T. Plants

*Incising will give more uniform penetration as the
cost should be small*



Brainerd, Minn., May 31st, 1927.


Mr. H. E. Stevens,
Chief Engineer,
St. Paul, Minn.

Dear Sir:

Referring to your letter of May 27th in regard to creosote and crude oil for use at the Colman Plant.

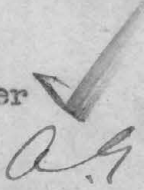
My letter to you of May 21st gives in detail the storage which the Colman people have both for our use and also that of other concerns. I am enclosing herewith a blue-print which I had prepared while in Seattle which shows in detail the location of the various storage tanks, retort buildings, tracks, etc. at the Colman Plant.

The tanks shown as "A," "B," "C," "D," and "E" at the retort building are exclusively for our use and tank number "1" which has been in the Colman layout for several years is also to be assigned for our use, and Tank number "4" which is located on west Florida Street for all fuel oil. The railroad tank cars can be unloaded into this tank from the track leading to the Nettleton Mill, and the same tank can be reached by boat so that I think everything in the Colman layout is now arranged for and the work of installing the plant is going along very satisfactory. It is estimated, and I believe the estimate good, that the entire plant will be completed by the first of July. That will be at least two months before we will have any ties ready for treatment.


Yours truly,

Supt. T.P. & T.T. Plants.

Enc.
cc. - Mr. L. Yager



Seattle, Wash., May 21st, 1927.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

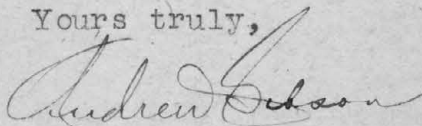
Dear Sir:

Referring to our conversation about the die stamping device which is attached to the Colman Boring & Adzing Machine.

A great many of our ties are not square sawed on the ends and I doubt if this device will make an impression on many of them. Furthermore, if we have the same experience we had several years ago the marking will fill up and not be of any benefit. Mr. Colman has arranged for one set of dies for the machine and agrees with me that we had better not go to the expense of purchasing any dies until we see how their's will work.

These dies cost about \$40.00 a set so that all things considered we better wait and see how Mr. Colman's dies operate before investing.

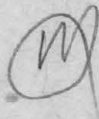
Yours truly,



Supt. T.P. & T.T. Plants

Cy.-Mr.H.E.S.

Dictated
A.G.



Brainerd, Minn., May 11th, 1927.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.



Dear Sir: .

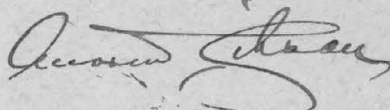
Replying to your letter of the 10th in regard to stamping ties at the Colman Treating Plant in Seattle.

Before anything can be done in regard to stamping ties at the Colman Plant the matter of marking the ties by the Purchasing Department Inspector will have to be arranged for as the Colman Company can not tell which is a number 1, number 2, number 3, number 4 or number 5 as there is no distinguishing mark on the ties when they come in to the Colman Plant at Seattle from west of the Cascades or the ties coming to Paradise from the same territory.

It would seem to me that the Inspectors, if they have to mark these ties, could just as well mark them with a hammer such as is now proposed on the east end and save any cost of marking such as is contemplated at the tie plant. The only way we know that ties are of different grades at Paradise is from the invoices and in unloading we try to pick out ties that we suppose would conform to the grade given on the invoice and that is the only means we have of separating them.

I will have to straighten this matter up with Mr. McKay before we can say or do anything with Mr. Colman.

Yours truly,



Supt. T.P. & T.T. Plants

Saint Paul, May 10, 1927

Mr. Andrew Gibson:

Referring to your letter of the 9th in reply to mine of the 3rd enclosing Mr. Doan's letter of April 26th relative to stamping ties for us at the Colman Treating Plant in Seattle.

I suggest that you go into this matter thoroly with Messrs. Doan and Colman the next time you are at Seattle and make recommendations as to what, if anything, we should do in connection with this suggestion.

LY:B

Asst. Chief Engineer

Brainerd, Minn., May 9th, 1927.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.



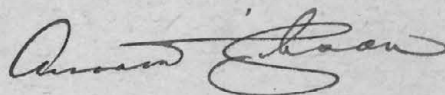
Dear Sir:

Returning Mr. Doan's letter to you and
also blueprint attached.

I do not know anything else to suggest
further than stated in my letter to you of November-
18th which you mention.

Of course if Mr. Colman desired to do any
stamping without additional cost I see no objection
to permitting him to do this and we would be very glad
to try out the ties so stamped and see how they act.
If we have the same experience with them that we did
have in former years it is only a question of two or
three years until the stamping is filled up and oblit-
erated.

Yours truly,



Supt. T.P. & T.T. Plants

Enc

Saint Paul, May 3, 1927

Mr. Andrew Gibson:

I am attaching hereto Mr. Doan's letter of April 26th to which he attaches the plan outlining the dies for the stamping machine in connection with their boring and adzing machine.

I believe you have covered this subject fully in your letter of November 16, 1926. Have you any further suggestions to make?

LY:B

Asst. Chief Engineer

Seattle, April 28, 1927

Mr. Andrew Gibson:

I had an opportunity to go over the new plant of the Colman Company with Mr. Hopkins today.

Mr. McKay received authority to increase the price of ties so that delivery has been resumed, but the delivery of the total stock of seasoning ties will not be made before August. There are in the yards now about 116,000 ties, and the complete stock of switch ties.

Mr. Colman is concerned about the stock of preservatives which he wants to have on hand whenever you are ready to let them begin treatment. As you know, the contract provides that the Contractor shall provide suitable storage for petroleum and creosote to be purchased by the Railway Company. I suggest that you plan on coming out within the next thirty days and discuss with Mr. Colman all the details in connection with furnishing and storage of preservatives so that mutually satisfactory arrangements be concluded at an early date and not permit the matter to drift for an adjustment at the last moment.

Work on the treating plant is progressing satisfactorily; they should be ready for treating some time in July or August. At present, they have all the business they can handle at the old plant.

LX:B
c.c. Mr. H. E. Stevens

Asst. Chief Engineer

THE J. M. COLMAN COMPANY
COLMAN CREOSOTING WORKS

COLMAN BUILDING

SEATTLE

April 26, 1927.

Mr. L. Yager, Assistant Chief Engineer,
Northern Pacific Railway Company,
St. Paul, Minn.

Dear Sir:

We have your letter of April 18 in regard to branding ties.

We have provided as a part of the equipment connected with the boring, adzing and incising plant, an air branding machine. This machine is equipped so that a brand can be placed on either or both ends of each tie as it passes through the plant. This, of course, is placed by compression and we are sending you herewith a copy of sketch showing the different size dies also the size of the numerals which can be placed on the dies. This blue print will give you a very good idea of how this branding is done.

If you care to have your ties branded in any other way, we should be very glad to secure dies to meet your requirements.

Yours truly,

WED/H

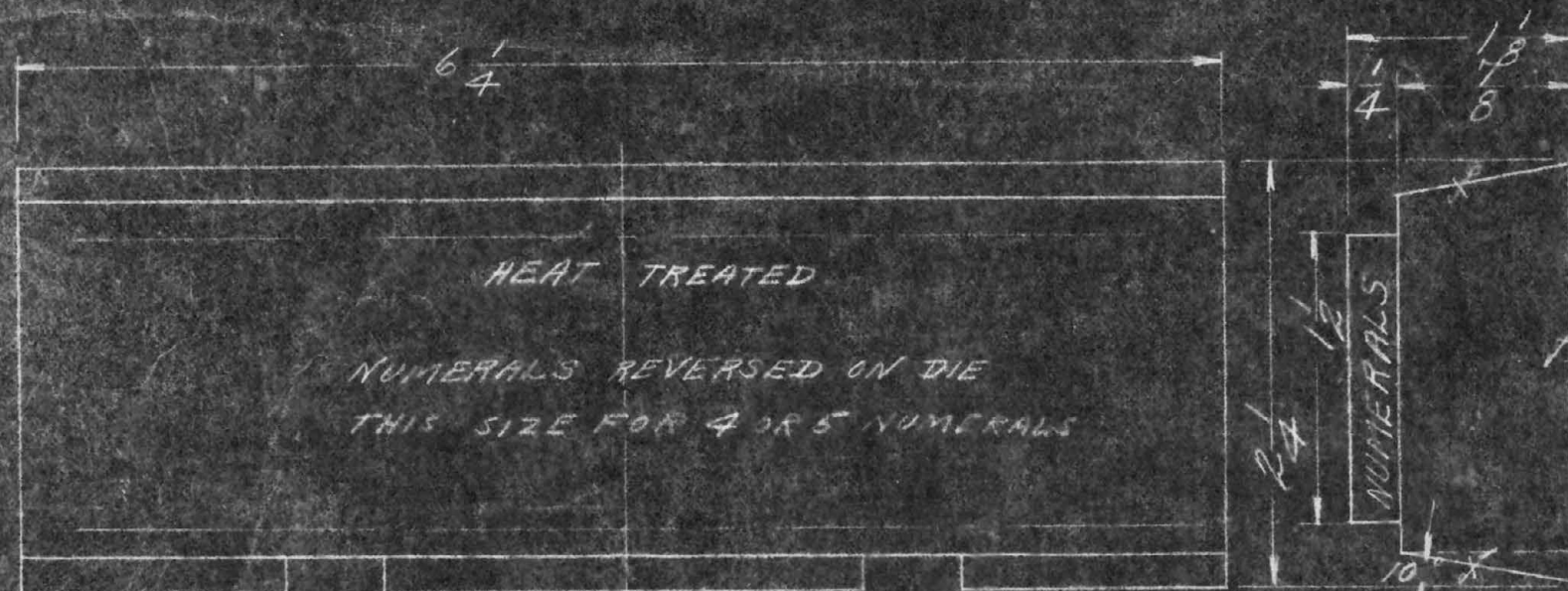
THE J. M. COLMAN COMPANY

By

W E Doan



0 1 2 3 4 5 6 7 8 9 -



FULL DIE PRINT-T.S.
TYPE-A
254ZX



L.H. HALF DIE PRINT-T.S.
269ZX

R.H. HALF DIE PRINT-T.S.
270ZX

SHORT DIE PRINT-T.S.
TYPE-B
255ZX

269ZX
270ZX
REVISED DATE
WB 5-21-25

GREENLEE BROS. & CO. ROCKFORD, ILL.
MACHINE TIE STRIKER
SCALE 12" = 1 FT. APP'D BY DATE 11-22-24

ORG. NO. 254ZX-M

April 18, 1927

J. M. Colman Company,
Colman Building,
Seattle, Wash.

Attention Mr. W. E. Doan.

Gentlemen:

I am unable to locate reply to my letter of February 14th last in reply to yours of February 10th concerning branding ties.

In that letter I inquired what type of branding you can do with the machine you have purchased and also whether this was a pressure device or some other. Would be glad to have a prompt reply.

Yours truly,

TRG:B

February 14, 1927

J. M. Colman Company,
Colman Building,
Seattle, Wash.

Attention Mr. W. E. Doan

Gentlemen:

Acknowledging receipt of your letter of
the 10th in reply to my letter of November 18th con-
cerning branding ties.

I would be pleased to learn what type of
branding you can do with the machine you have purchased.
Is this a pressure device or some other?

Yours truly,

LY:B
c.c.
Mr. A. Gibson

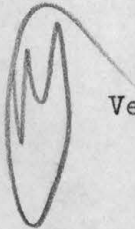
THE J. M. COLMAN COMPANY**COLMAN CREOSOTING WORKS****COLMAN BUILDING****SEATTLE** February 10, 1927.

Mr. L. Yeager,
Ass't. Chief Engr., N.P.Ry.
St. Paul, Minn.

Dear Sir:-

Under date of November 18 you wrote us in regard to the question of branding treated ties at the plant. This question has been laying dormant on account of other matters more urgent but it is now coming up in connection with the delivery of the machines.

We wish to advise that we are providing in our boring, adzing and incising line up a branding machine which can be used in any way we see fit. If, later on, you find that you can use a brand of some nature on the end of your ties to advantage it will only be necessary to secure a die to fit the requirement. After we get this installed perhaps some suggestions may be offered in connection with branding we are doing on other materials.



Very truly,

THE J. M. COLMAN COMPANY,

By 

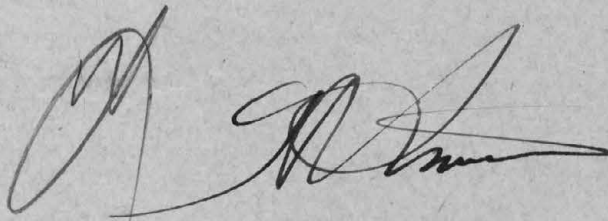
Saint Paul, December 31st, 1926.

Mr. L. Yager:

Herewith letter from the J. M. Colman Company about allotment of material to be treated in their Seattle plant, etc.

I do not have time to handle the details of this contract and wish you and Mr. Gibson would take it in charge, referring the matter to me only in case some question of principle arises.

I suggest you take up with Mr. Bartles with reference to the installation of track requested by Mr. Colman, although there will probably be plenty of time to get it in before we start delivery of material.

A handwritten signature in dark ink, consisting of a large, stylized 'C' followed by a series of loops and a long horizontal stroke.

Chief Engineer.

enc

cc Mr. Andrew Gibson

THE J. M. COLMAN COMPANY**COLMAN CREOSOTING WORKS****COLMAN BUILDING****SEATTLE Dec. 27, 1926.**

Mr. H. E. Stevens,
 Chief Engineer,
 Northern Pacific Railway Co.,
 St. Paul, Minn.

Dear Sir:-

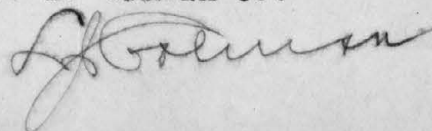
We have your letter with notice of allotment of material to be treated at our plant during the year 1927. Please accept this notice of receipt and acceptance of the quotas specified as follows:

157,200 pcs.	No. 5 ties	7x9	8'6"
215,100 "	No. 4 ties	7x9	8'
20,300 "	No. 3 ties	6x8	8'
11,230 "	Switch ties.		

We have made formal application to your local superintendent, Mr. Bartles, for two special connections from your West Seattle main line to our seasoning yard. The tide-land fill is completed and the Hammer-head crane is being assembled. If you can hasten the putting in of one of these connections we can be ready almost immediately to receive ties for seasoning. We have our track materials and are asking your local officials to lay the track for us at our expense.

Yours very truly,

The J. M. Colman Co.



Copy to Mr. McKay.

100-10-1-10000

100-10-1-10000

100-10-1-10000

100-10-1-10000

100-10-1-10000

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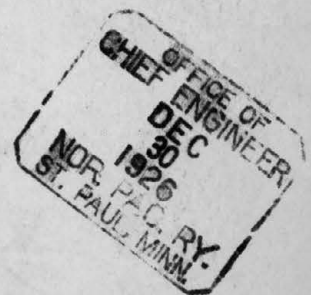
100-10-1-10000

100-10-1-10000

100-10-1-10000

100-10-1-10000

100-10-1-10000



Saint Paul, Dec. 23, 1926.

Mr. H. E. Stevens,
Chief Engineer.

Herewith for your signature draft of letter to the J. M. Colman Co., outlining the amount of ties to be shipped to them this season for treatment.

The Colman Company advises, through Mr. McKay, that they expect to be ready to receive ties for storage about Feb. 1.

LY:FMS
Encl.

Asst. Chief Engineer.

Saint Paul, Dec. 21, 1926.

Mr. L. Yager:

Referring to draft of letter to the Colman Company, dated Dec. 20, which you sent to Mr. Stevens for signature:

The order for cross ties to be delivered for seasoning and treatment at the Colman plant during the calendar year of 1927 is as follows:

157,200	pcs.	No. 5 ties	7x9	8'6"
215,100	"	No. 4 ties	7x8	8'
<u>20,300</u>	"	No. 3 ties	6x8	8'
392,600	"			

Mr. Mc Kay has been instructed to purchase cross ties accordingly.

In addition to the cross ties above, Mr. Mc Kay has been instructed to purchase switch ties for delivery to the Colman plant for treatment in 1927 for the Pasco, Seattle and Tacoma Divisions in accordance with our predictions for 1928 as follows:

Pasco Division	3,540	pcs.	
Seattle "	3,425	"	
Tacoma "	4,265	"	
Total	<u>11,230</u>	"	Equivalent to 14,100 cross ties.

I presume there will also be requisitions for piling and other material come along from time to time.

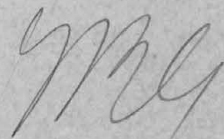
The contract, on Page 2, states that the Railway Com-

Mr. S. Yager.

-2-

pany will furnish not less than 240,000 or more than 350,000 cross ties, or the equivalent thereof, in any one year without the written consent of the Creosoting Company.

Mr. Mc Kay is getting very anxious to commence delivery of these ties in order to have them sufficiently seasoned to commence treatment Aug. 1. At Mr. Weisenberger's request, I wired Mr. Mc Kay and find that the Colman plant will be ready to receive shipments of ties by Feb. 1.

A handwritten signature in dark ink, appearing to be 'M. G.' or similar, located to the right of the main text block.

TRG:FES

Saint Paul, Dec. 20, 1926.

Mr. H. E. Stevens,
Chief Engineer.

In accordance with your request of Dec. 13,
I am attaching drafts of letters to the Colman Company
and Mr. Gibson in connection with carrying out the con-
tract dated Nov. 4, 1926.

Mr. Gibson is, of course, very familiar with
the work to be done and also understands all the details
of the contract so that he will be able to get the routine
started and bring to your attention any other items that
may require additional action.

LY:FES
Encl.

Asst. Chief Engineer.

St Paul Min
Dec 18-1926

Mr H E Lewis

In accordance with your
request of the 13th I am
attaching drafts of letters to
the Coleman Co and Mr Gilson
in connection with carrying out
the contract dated Nov. 4-1926.

Mr Gilson is of course very familiar
with the work to be done and I
also understands all the details
of the contract so that he will
be able to get the routine
started and bring to your attention
any other things that may require
additional action.

Write up 1²/₂ before

St Paul Minn
December 18-1926

Mr. Gordon Gilman
Bund

I am handing you herewith a copy of letter to the J. M. Colman Co of Seattle relative to the contract just then dated November 4th 1926 covering trial of forest products.

You are to have charge of the supervision of the work performed for the Northern Pacific under this contract. Just as you would confer with them at an early date and have a definite understanding covering rendering of all reports required and at the same time give me your recommendations covering additional force if any required to carry out our part of this contract. You have already been furnished with copies of this contract, others that may be

required will be furnished
on your request

Chieflins

write up

St. Paul Miss
Dec 18-1926

J. M. Colman Co
Colman Block
Seattle Wash

Gentlemen -

I am inclosing you a copy of the executed Contract covering treatment of your products at your Seattle Treating Plant. Contract dated November 4-1926

We have already placed our orders for seasoning ties which are to be delivered to you as soon after Jan 1st 1927 as the completion of your storage yard and handling facilities will permit. I shall advise you in a few days the number of ^{logs} ties of each grade and the number of switch ties which we intend to ship to you for seasoning and treatment during the Calendar year 1927.

Mr. A. A. Gibson our Supt of the Treating Plants will confer with you at an early date to complete

arrangements for the nearay vards
company receipt of seasing material
inspection and shipping out treated
materials. He will also discuss
with you any other matters concerning
which there may be any uncertainty
or questions in connection with
carrying out the program of this
Cuba et

Yours truly

Chapman

extra copy

note up
12/20

Saint Paul, Dec. 17, 1926.

Mr. C. C. Kyle,
Purchasing Agent.

Referring to our conversation relative to copies of the contract with the J. M. Colman Company, Seattle, for treating ties for the Northern Pacific on the coast territory:

The contract was approved last week and I believe that Mr. Relf, if he has not already done so, will furnish you with all the copies of this contract that you may require for your department.

LY:FES
Cy. -
Mr. R. H. Relf

Asst. Chief Engineer.

Saint Paul, December 13th, 1926.

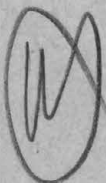
Mr. L. Yager:

Herewith executed contract with the J. M. Colman Company for creosoting operations on the Coast. Wish you would draft a letter to the Colman Company, outlining any instructions which should be given them in connection with starting work under this contract. Also handle the matter with Mr. Gibson.

A large, stylized handwritten signature in dark ink, likely belonging to the Chief Engineer.

Chief Engineer.

enc

A handwritten mark or signature, possibly a stylized 'W' or 'M', enclosed within a circle.

Nov. 18, 1926.

J. M. Colman Company,
Colman Block,
Seattle, Wash.

Gentlemen:

Mr. Gibson advises me that you made inquiry, through Mr. Hopkins, as to our intention to brand ties treated at your plant.

That will depend somewhat upon the method in which the branding is done and the cost to us for this service. As you know, the contract, as written up, makes no provision for handling such details.

If, by branding, you mean stamping the ends of the ties by forcing a die into the wood under pressure, we are not interested in that practice, for the reason that our previous experience has shown that in the Puget Sound territory this marking is obliterated in a year or two.

Branding the characters in the end of the tie through burning to a proper depth would be much more effective and might be of interest to us in case the cost of doing this work was entirely reasonable.

Yours very truly,

LY:FES
Cy. - Mr. A. Gibson

Asst. Chief Engineer.

Saint Paul, Nov. 15, 1926.

Mr. Andrew Gibson:

Referring to your letter of Nov. 11, relative to blue prints showing the different borings for the various rail sections, requested by the J. M. Colman Company, Seattle:

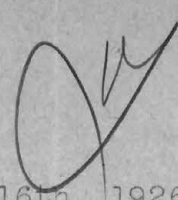
I am handing you herewith five prints of Standard Plan T-3-2 showing this information. I suggest that you send a number of copies to Mr. Hopkins to turn over to the Colman Company.

The contract has been executed by the Colman Company. As soon as it has been executed by our officers I will send you several copies.

When Mr. Doan was in the other day, he stated that they had ordered the branding attachment with their boring and adzing machine in anticipation that their customers would desire to have their ties branded as to grades, date of treatment, etc. As you know, our contract makes no provision for such work. It is likely that there will be a small charge for this service in addition to the contract prices enumerated. I would like to have you consider this subject and advise your recommendations as to what we should do in the matter and how much you consider this branding worth to the Northern Pacific.

LY:FES
Encl.

Asst. Chief Engineer.



Brainerd, Minn., Nov. 16th, 1926.

Mr. L. Yager,
Asst. Chief Engineer,
St. Paul, Minn.

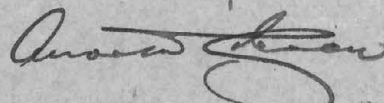
Dear Sir:

Referring to the last part of your letter of the 15th in regard to branding attachment which the Colman people intend having placed on their boring and adzing machine.

I can not see that any branding that can be made on ties on the Pacific Coast will be of benefit to the Northern Pacific or anyone else in the damp climate of the Sound, and any branding that is placed on the ties will be filled out in a year or two. The only method of marking the ties that can be of benefit to the Northern Pacific is by date-nails or something of that sort or a copper plate.

We branded ties in 1910 and placed them in track near where our present roundhouse stands in Seattle and a few years after placed in track we could not tell what the brand was or anything about it. We had the same experience at Sumner, Washington when we placed ties in track there in 1908 I think it was. The ties placed at Sumner were hardwood and you would think that if any kind of timber would retain a brand it would be hardwood but in the climate of Puget Sound I do not think any brand will last long enough to be of any value and as I have already stated, date nails or copper plates would be the only brand that would be lasting.

Yours truly,



Supt. T.P. & T.T. Plants



N. P. 1386
12-24

TELEGRAM—BE BRIEF

1ME FILED

M.

J. M. P.
P. S. just 5 feet
Hand plan T- 3-2
Boys ties
11 1/2
Herewith
1/15



N. P. 1386
12-24

TELEGRAM—BE BRIEF

TIME FILED

M.

J.M.O.

*P.O. sent 5 pm
Land plan T- 3-2
Bony ties. NP 11/2
①*

Brainerd, Minn., Nov. 11th, 1926.

Mr. H. E. Stevens,
Chief Engineer,
St. Paul, Minn.

Dear Sir:

The J. L. Colman Company of Seattle have asked me, through Mr. Hopkins, for blue prints of the different borings for rail used on the West end of this railroad so they can order templates for proper boring for a machine they propose purchasing.

Will you please send me three sets of blue prints, two of which will be sent to the Colman Company and one to Mr. Hopkins. The Colman people also ask if it is our intention to brand the ties treated at their plant. I understand the Milwaukee is using a small copper dating nail on the ties they are treating.

Yours truly,

Supt. T.P. & T.T. Plants

Cy.-Mr. L. Yager.

A. G.

(M)

Brainerd, Minn., Nov. 11th, 1926.

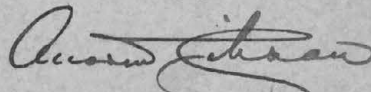
Mr. H. E. Stevens,
Chief Engineer,
St. Paul, Minn.

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Yours truly,



Supt. T.P. & T.T. Plants

Cy.-Mr. L. Yager.

Arthur E. Johnson
Res. Yager
10/21/26

100-443887-100

570

CHIEF OF POLICE
ST. PAUL, MINN.
NOV 12 1920

CONTRACT Made this 4th day of November A. D. 1926,
between the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation
hereinafter called "Railway Company", and THE J. M. COLEMAN COMPANY, a
Washington corporation hereinafter called "Creosoting Company".

In consideration of the mutual dependent promises stated in this
contract the parties agree:

I. The Creosoting Company will at its own cost and expense erect
and equip a plant and storage yard for seasoning, boring, edging, in-
cising and treating cross ties and treating other material with creos-
ote or a mixture of petroleum and creosote in accordance with spec-
ifications in Exhibit "A" attached and made part of this contract.
The plant shall be located on the line of the Railway Co. in the City
of Seattle, Washington, and shall be of such area as to permit the
storage of cross and switch ties and other material in quantities to
afford adequate seasoning for the maximum amounts of material to be
treated per year under this Contract. The term "forest products" used
herein is inclusive of cross and switch ties, timber, lumber, piling
and poles.

The Creosoting Company shall grade its land and surface it for
a suitable seasoning ground. The plant shall be constructed under
standard methods of first-class material and workmanship and shall
throughout be equipped and provided with all machinery, appliances and
facilities, including all trackage, loading and unloading platforms,
etc. necessary and adequate for the successful treatment of ties and
other material in accordance with the specifications of Exhibit "A".
The Creosoting Company agrees that the plant shall be thereafter main-
tained during the term of this agreement, in the same degree of work-
ing efficiency so that the capacity of the plant shall be adequate at
all times to treat the yearly requirements of the Railway Company as
specified in this agreement. The Creosoting Company shall have the
right to use the plant for the treatment of forest products other than
those specified in this agreement so long as it does not interfere with
the treatment of forest products of the Railway Company covered by this
agreement.

CONTRACT Made this 4th day of November A. D. 1926,
between the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation
hereinafter called "Railway Company", and THE J. M. COLMAN COMPANY, a
Washington corporation hereinafter called "Creosoting Company".

In consideration of the mutual dependent promises stated in this
contract the parties agree:

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and equip a plant and storage yard for seasoning, boring, edging, in-
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facilities, including all trackage, loading and unloading platforms,
etc. necessary and adequate for the successful treatment of ties and
other material in accordance with the specifications of Exhibit "A".
The Creosoting Company agrees that the plant shall be thereafter main-
tained during the term of this agreement, in the same degree of work-
ing efficiency so that the capacity of the plant shall be adequate at
all times to treat the yearly requirements of the Railway Company as
specified in this agreement. The Creosoting Company shall have the
right to use the plant for the treatment of forest products other than
those specified in this agreement so long as it does not interfere with
the treatment of forest products of the Railway Company covered by this
agreement.

II. The Railway Company agrees to furnish to the Creosoting Company during the term of this agreement such number of cross ties to be bored, sized, incised and treated, and such other material to be treated as shall in all be equivalent to a minimum of 3,000,000 cross ties. For the purpose of ascertaining the quantity of material furnished hereunder, switch ties, timber and lumber shall be converted into terms of cross ties equivalent to 42 ft. B. M. each, and piles shall be converted into ties by considering 3.8 cu.ft. of pile equivalent to one cross tie. Nominal sizes shall be used in determining the feet board measure of cross and switch ties, timber and lumber.

The Railway Company agrees to make deliveries hereunder aggregating the equivalent of 300,000 cross ties per year or as near thereto as its requirements will permit, but agrees that it will furnish not less than 250,000 nor more than 350,000 cross ties or the equivalent thereof in any one year without the written consent of the Creosoting Company, and will notify the Creosoting Company in writing prior to the first day of October of each year of the approximate number of cross ties and other forest products which it desires to have stored for seasoning and subsequent treatment during the following calendar year.

For the purpose of compensating the Creosoting Company for any failure or inability on the part of the Railway Company to maintain an average of the equivalent of 300,000 cross ties furnished per year from year to year, it is agreed that at the end of each calendar year during the term hereof the parties shall make adjustment of their accounts as follows:

The quantity of material furnished by the Railway Company during the calendar year ending at the date of settlement shall be ascertained and the Railway Company shall be entitled to a credit to be used as hereinafter provided for all material furnished during such year in excess of the equivalent of 300,000 cross ties, at the rate of five cents (5¢) per tie, and shall pay the Creosoting Company at the rate of five cents (5¢) per tie for the differ-

once between the quantity of material actually furnished and the equivalent of 300,000 cross ties if there shall be deficiency. All sums credited the Railway Company hereunder shall be cumulative from year to year, and shall be used only for the purpose of reducing or offsetting the amount payable by it for a deficiency in any one year or for the purpose of obtaining refunds for payments made on account of deficiencies accrued in prior years, it being understood and agreed that the Creosoting Company is to make no payments to the Railway Company for material furnished in excess of an average of 300,000 cross ties or their equivalent per year except to the extent such payments represent refunds of penalty payments made hereunder by the Railway Company, and that such refunds, if any are made, shall not include interest.

The Railway Company agrees to offer to the Creosoting Company, under the terms of this agreement, all forest products which it from time to time desires to have treated for use in the territory tributary to the Creosoting Company's plant. The Railway Company reserves the right, for emergency cases, to obtain treatment for forest products elsewhere in case it believes that the Creosoting Company is not in a position to make deliveries to meet the requirements of the emergencies.

III. The Railway Company will furnish open cars, in so far as may be possible, for delivery of untreated material and for shipment of treated material. The Railway Company at its own cost and expense will do all required switching of its cars of forest products billed to and from the plant. The Creosoting Co. agrees to make requests for only such switching as is reasonably necessary and such switching shall be done so far as is practicable at times most convenient to the Railway Co. between the hours of 7:00 A. M. and 6:00 P. M.

IV. The forest products to be furnished hereunder shall be delivered on cars at the plant of the Creosoting Company. The Creosoting Company shall promptly unload cars and stack the material in the storage yard of the plant for seasoning. The unloading and stacking

shall be done at the cost and expense of the Creosoting Company.

The Railway Company in making deliveries to the Creosoting Company shall have regard to its capacity for receiving and stacking material. The Creosoting Company shall pay the Railway Company compensation for any delays in unloading said cars in accordance with the Railway Company's published demurrage tariffs whenever eight (8) or less cars are delivered per day. Whenever more than eight (8) cars per day shall be delivered the expense incident to the detention of cars for unloading shall be assumed by the Railway Company. The Creosoting Company will accept delivery of forest products on scows or in rafts alongside its plant under the same conditions as outlined for delivery on cars, except that the Creosoting Company will not be required to pay the Railway Company for delays in unloading such scows or rafts.

V. All cross ties will be properly segregated by grades on cars by the Railway Co. to facilitate stacking for seasoning and subsequent treatment by grades. Switch ties, timber and piling delivered shall be sorted by the Creosoting Company, at its own expense, for its convenience in handling for treatment.

VI. All treated material shall be loaded and billed as directed by the Railway Company. Cross ties will be loaded by grades and rail borings. Switch ties will be loaded by lengths.

The Railway Company shall furnish promptly all cars required to ship out treated material; The Creosoting Company agrees to give the Railway Co. at least five days' notice as to the time such cars are required.

VII. The Creosoting Company shall provide fire protection for seasoning and storage yard satisfactory to the Railway Company.

The forest products shall remain the property of the Railway Company and be insured by it against loss by fire.

VIII. The Creosoting Company agrees to count and tally material received in each car as soon as possible after receipt of car at its

plant, either before or immediately after unloading, against invoice or inspection reports furnished by the Railway Company and to mail reports of such tally to the Railway Company representative immediately after each invoice or inspection report has been tallied, and if any discrepancy occurs to tally a second time to verify the first count.

The Creosoting Company agrees that, as far as practicable, it shall have painted on each stack the initial, number and out turn of each car from which material is unloaded, and the date of unloading.

The Creosoting Company agrees to return to the Railway Company the identical material shipped to it by the Railway Company after said material has been treated, and in case there should be any shortage whatever, the Creosoting Company agrees to pay the Railway Company therefor at the market price at Seattle, Washington, of like material at the time the shortage is discovered; provided, however, that the Creosoting Company shall not be responsible for shortage resulting from fire or causes which are clearly beyond its control. Joint inventories of all forest products shall be taken at least every six months and discrepancies found adjusted at that time.

The Creosoting Company agrees to furnish reports of all material delivered, shipped, used and on hand at regularly stated intervals as may be required by the Store Department or the Insurance Department of the Railway Co.

IX. The Railway Company will furnish all creosote and petroleum oil required to treat its material under this agreement F. O. B. cars or in vessels at the plant. The Creosoting Company agrees to unload and furnish the storage for creosote and oil. Should the Railway Company elect to permit the Creosoting Company to purchase creosote and oil for it, the prices to be paid and the quantities to be purchased for its account must be approved by the Railway Company and the material must conform to the current specifications of the Railway Company to be kept on file with the Creosoting Company. The Railway Company shall carry the insurance and pay the taxes on creosote and oil stored for it by the Creosoting Company, and agrees to pay promptly all invoices covering creosote and oil purchased with its authority for its

account.

X. The Creosoting Co. agrees to provide storage tanks of suitable capacity to store the preservatives required for treating the material of the Railway Company, together with working tanks and proper gauges to insure accurate and satisfactory measurements of creosote and oil used in the treatment of the different classes of material for the Railway Company.

The Creosoting Company may, with the written consent of the Railway Company first had and obtained use the preservatives belonging to the Railway Company for the purpose of treating forest products for other concerns in the same plant, and the Creosoting Company shall thereupon promptly replace preservatives so used with other preservatives meeting the specifications of the Railway Company and shall permit no delays in the treatment of Railway Company material to result from such use. In case the Creosoting Company shall be permitted such use of Railway Company preservatives, then joint inventories of preservatives shall be made at the end of each month or at any other appropriate time for the purpose of adjusting surplus or deficits. Any surplus or deficit must be pro-rated on the relative final retention of preservatives for the different classes of material treated for the parties concerned.

XI. The Railway Company desires to have its cross ties treated during the period from August 1st to December 31st of each year. The Creosoting Company agrees to use reasonable efforts with due regard to the business offered by other customers and the treating capacity of its plant to treat the yearly requirements in this interval if sufficient properly seasoned ties are available. If for any reason the Creosoting Company at any time cannot with reasonable effort carry out the aforementioned preferential arrangement, the Railway Company agrees to have delivered green ties in advance of requirements so that sufficient seasoned ties will be available for treatment at approximately uniform monthly rates for the yearly requirements.

XII. The Creosoting Company agrees to store treated ties in its storage yard up to the convenient capacity for temporary storage at

the request of the Railway Company. The storage and extra handling involved in loading into cars shall be compensated for at a price scheduled in this agreement.

XIII. The Creosoting Company agrees that upon the written request of the Railway Company to do so, it will accept any modification, changes or substitutions in the specifications in Exhibit "A" hereinbefore mentioned, provided such modifications, changes or substitutions will not require the purchase of any additional equipment, or increase the cost to the Creosoting Company or lessen the plant capacity.

The Railway Company agrees that in the event a change of process is made, at its request, it will pay the Creosoting Co. any royalty the Creosoting Company may be required to pay in consequence thereof and will also protect the Creosoting Company against all claims pertaining thereto.

XIV. The Railway Company, through its designated representatives or agents, shall have access at all reasonable times to the plant and premises of the Creosoting Company and the right to inspect all operations therein, and shall be furnished all necessary and proper facilities for testing the preservatives employed and the amount absorbed by each charge of ties and other material treated for the Railway Company.

The Creosoting Company shall furnish records on forms furnished by the Railway Company of all treating operations to correspond to that which the Railway Company keeps at its own treating plants.

XV. In case of any dispute or difference arising as to the interpretation of any sections hereinbefore set out, the said dispute and causes of differences shall be referred to arbitration and determination of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators - one to be appointed by each of the parties hereto and the third arbitrator to be nominated and

appointed by the first named arbitrators. Should the first named arbitrators fail to agree upon the third arbitrator, then such selection shall be left to a Judge of the United States District Court for the District of the State of Washington. The decision of the single arbitrator or a majority of the three arbitrators shall be final and binding upon the parties. Pending the award of arbitration, there shall be no interruption in the transaction of business pursuant to this agreement and statements and payments in respect thereto shall be made in the same manner as prior to arising of such differences.

Each party shall pay for services of and all personal expenses incurred by arbitrator chosen by or for it and both parties shall jointly and equally pay for the services and expenses of the single or third arbitrator, together with all other and different expenses of the arbitration.

XVI. If at any time during the term of this agreement the operation of the Creosoting Company's plant shall be temporarily suspended because of fire, explosion, strikes or other causes not within its control, the time during which the operation of this plant shall be suspended shall not be counted as a part of the term of this agreement, and a corresponding additional time shall be given it for performing its obligations under this agreement; provided, however, in case of the total or partial destruction of the said plant by fire or other cause the Creosoting Company shall promptly repair, rebuild and restore the same to substantially the same condition in which it was before such total or partial destruction and pending such reconstruction the Railway Company may remove its ties and other material from the seasoning yard, provided, however, that it shall have on hand when the plant is ready to operate again, sufficient ties to enable the Creosoting Company to proceed with the operation of said plant as provided in Sections II and XI; and provided further, that the extension of time mentioned in this section shall be contingent

upon the ability of the Railway Company to make economical use of treated ties and other material to be developed during the period for which the term hereof is thereby extended, it being understood and agreed that the use of treated ties and other material for the territory to be served by this plant will very materially reduce the yearly requirements of material in the later years of this agreement. The Railway Company shall have the right to elect to deduct from the total minimum obligation of 3,000,000 ties to be furnished hereunder, the number of treated ties obtained elsewhere or untreated ties and material used during the period of suspension.

XVII. The Railway Co. agrees to pay to the Greasoting Co. for the services rendered in this agreement the following prices:

A-1. For the treatment of all cross ties which require a time duration not longer than twelve actual treating hours per thousand feet board

measure - - - - - \$ 6.50

A-2. For the treatment of all cross ties which require a time duration in excess of twelve actual treating hours, per thousand feet

board measure - - - - - \$ 7.65

A-3. For the treatment of all cross ties which require a time duration in excess of twenty-four actual treating hours, the price for each one thousand feet board measure shall be \$7.65 plus ten (10) cents per thousand feet board measure for each treating hour in excess of twenty-four actual treating hours.

B-1. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration not longer than twelve actual treating hours, per thousand feet

board measure - - - - - \$ 9.00

- B-2. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of twelve and not more than twenty-four actual treating hours, per thousand feet board measure - - - - - \$ 12.00
- B-3. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of twenty-four and not more than thirty-six actual treating hours, per thousand feet board measure - - - - - \$ 15.00
- B-4. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of thirty-six and not more than forty-eight actual treating hours, per thousand feet board measure - - - - - \$ 18.00
- B-5. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of forty-eight and not more than sixty actual treating hours, per thousand feet board measure - - - - - \$ 21.00
- B-6. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of sixty actual treating hours, the price for each one thousand feet board measure shall be \$21.00 plus (25¢) per thousand feet board measure for each treating hour in excess of sixty actual treating hours.

- C-1. For the treatment of all piling, poles and other similar material which require a time duration not longer than twelve actual treating hours, per cubic foot - - - - - 14¢
- C-2. For the treatment of all piling, poles and other similar material which require a time duration in excess of twelve and not more than twenty-four actual treating hours, per cubic foot - - - - - 20¢
- C-3. For the treatment of all piling, poles and other similar material which require a time duration in excess of twenty-four and not more than thirty-six actual treating hours, per cubic foot - - - - - 26¢
- C-4. For the treatment of all piling, poles and other similar material which require a time duration in excess of thirty-six and not more than forty-eight actual treating hours, per cubic foot - - - - - 32¢
- C-5. For the treatment of all piling, poles and other similar material which require a time duration in excess of forty-eight and not more than sixty actual treating hours, per cubic foot - - - - - 38¢
- C-6. For the treatment of all piling, poles and other similar material which requires a time duration in excess of sixty actual treating hours, the price for each cubic foot shall be (38¢) plus one-half cent (1/2¢) per cubic foot for each treating hour in excess of sixty actual treating hours.

D-1. In cases where it is found, on account of unseasoned conditions of material, or other conditions not the responsibility of the Cresseting Co., an unsatisfactory treatment has been obtained and the Railway Co. inspector considers it advisable to segregate and retreat all or any portion of cylinder loads of ties or other material, it shall be done at the following rates for each retreatment in addition to prices mentioned above in this Section - XVII.

(a) Two cents (2¢) for each cross tie retreated.

(b) Two dollars (\$2.00) per thousand feet board measure for switch and bridge ties, dimensioned timbers, lumber and other similar material retreated.

(c) Two cents (2¢) per cubic foot for piling, poles and other similar material retreated.

It is understood that entire cylinder charges returned for continuation of treatment without segregation of any part of the material shall not be considered as coming under the provisions of D-1.

D-2. For storage of treated cross ties after treatment and subsequent loading on cars, in addition to prices in A-1-2-3 per tie - - - - - 1¢

D-3. For other handlings at the plant site, framing of timber, or incising switch ties and timber, as from time to time may be requested in writing by the Railway Co. shall be paid for at rates mutually agreed upon plus 10% to cover supervision and profit.

XVIII. It is understood and agreed that prices quoted under Section XVII, Paragraphs A-1-2-3, cover the unloading of ties from railroad cars or barges, handling to seasoning yard or to treating trains before treatment, moving them to boring, adzing and incising plant,

boring, adzing, incising, moving to cylinders, treating them and loading them from trains to railroad cars; and, further, that prices quoted under Paragraphs B-1-2-3-4-5-6 and C-1-2-3-4-5-6 cover unloading material from railroad cars or barges and rafts, handling to seasoning yard or to trains, moving to treating cylinders, treating and loading from trains on to railroad cars. The prices in Paragraphs A-B-C apply to treatment of both air seasoned and artificially seasoned material.

The "actual treating hours" are considered to be the actual time occupied while the ties or other material are in the cylinder in the process of treatment as shown by the treating records.

XIX. The Creosoting Company agrees that, in case it, during the period of this agreement, makes contracts with other railroads directly or through their agents for the treatment of forest products at prices lower than those scheduled in this agreement, then such lower prices shall become immediately effective in this contract.

XX. The Railway Company will, on or before the thirtieth day of each month, pay to the Creosoting Company all sums owing to it at the end of the next preceding calendar month, upon proper bills, certified by the Railway Company representative, rendered promptly by the Creosoting Company to the Railway Company.

XXI. This agreement, when executed by the parties thereto, shall be immediately effective and shall remain in force for a period of ten years from the first day of January, 1927.

The Creosoting Co. agrees to begin immediately after the effective date of this contract the grading and preparation of the seasoning yard and the construction of the treating plant so that it will be ready to receive and unload for seasoning cross ties on or before January 1st, 1927 at a rate not less than 75,000 ties per month. The treating plant shall be ready to begin the treatment of ties and other material not later than July 1st, 1927.

XIII. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be signed by its proper official and its corporate seal is hereto affixed and attested by its Secretary, in duplicate, the day and year first above written.

NORTHERN PACIFIC RAILWAY COMPANY.

Charles Donnelly (Sgd)
President

L. H. Relf (Sgd)
Assistant Secretary

J. N. COLMAN COMPANY.

J. J. Colman (Sgd)
President

George A. Colman (Sgd)
Secretary

11. The Railway Company agrees to furnish to the Creosoting Company during the term of this agreement such number of cross ties to be bored, edzed, incised and treated, and such other material to be treated as shall in all be equivalent to a minimum of 3,000,000 cross ties. For the purpose of ascertaining the quantity of material furnished hereunder, switch ties, timber and lumber shall be converted into terms of cross ties equivalent to 42 ft. B. M. each, and piles shall be converted into ties by considering 3.5 cu.ft. of pile equivalent to one cross tie. Nominal sizes shall be used in determining the feet board measure of cross and switch ties, timber and lumber.

The Railway Company agrees to make deliveries hereunder aggregating the equivalent of 300,000 cross ties per year or as near thereto as its requirements will permit, but agrees that it will furnish not less than 250,000 nor more than 350,000 cross ties or the equivalent thereof in any one year without the written consent of the Creosoting Company, and will notify the Creosoting Company in writing prior to the first day of October of each year of the approximate number of cross ties and other forest products which it desires to have stored for seasoning and subsequent treatment during the following calendar year.

For the purpose of compensating the Creosoting Company for any failure or inability on the part of the Railway Company to maintain an average of the equivalent of 300,000 cross ties furnished per year from year to year, it is agreed that at the end of each calendar year during the term hereof the parties shall make adjustment of their accounts as follows:

The quantity of material furnished by the Railway Company during the calendar year ending at the date of settlement shall be ascertained and the Railway Company shall be entitled to a credit to be used as hereinafter provided for all material furnished during such year in excess of the equivalent of 300,000 cross ties, at the rate of five cents (5¢) per tie, and shall pay the Creosoting Company at the rate of five cents (5¢) per tie for the differ-

ence between the quantity of material actually furnished and the equivalent of 300,000 cross ties if there shall be deficiency. All sums credited the Railway Company hereunder shall be cumulative from year to year, and shall be used only for the purpose of reducing or offsetting the amount payable by it for a deficiency in any one year or for the purpose of obtaining refunds for payments made on account of deficiencies accrued in prior years, it being understood and agreed that the Creosoting Company is to make no payments to the Railway Company for material furnished in excess of an average of 300,000 cross ties or their equivalent per year except to the extent such payments represent refunds of penalty payments made hereunder by the Railway Company, and that such refunds, if any are made, shall not include interest.

The Railway Company agrees to offer to the Creosoting Company, under the terms of this agreement, all forest products which it from time to time desires to have treated for use in the territory tributary to the Creosoting Company's plant. The Railway Company reserves the right, for emergency cases, to obtain treatment for forest products elsewhere in case it believes that the Creosoting Company is not in a position to make deliveries to meet the requirements of the emergencies.

III. The Railway Company will furnish open cars, in so far as may be possible, for delivery of untreated material and for shipment of treated material. The Railway Company at its own cost and expense will do all required switching of its cars of forest products billed to and from the plant. The Creosoting Co. agrees to make requests for only such switching as is reasonably necessary and such switching shall be done so far as is practicable at times most convenient to the Railway Co. between the hours of 7:00 A. M. and 6:00 P. M.

IV. The forest products to be furnished hereunder shall be delivered on cars at the plant of the Creosoting Company. The Creosoting Company shall promptly unload cars and stack the material in the storage yard of the plant for seasoning. The unloading and stacking

shall be done at the cost and expense of the Creosoting Company. The Railway Company in making deliveries to the Creosoting Company shall have regard to its capacity for receiving and stacking material. The Creosoting Company shall pay the Railway Company compensation for any delays in unloading said cars in accordance with the Railway Company's published demurrage tariffs whenever eight (8) or less cars are delivered per day. Whenever more than eight (8) cars per day shall be delivered the expense incident to the detention of cars for unloading shall be assumed by the Railway Company. The Creosoting Company will accept delivery of forest products on scows or in rafts alongside its plant under the same conditions as outlined for delivery on cars, except that the Creosoting Company will not be required to pay the Railway Company for delays in unloading such scows or rafts.

V. All cross ties will be properly segregated by grades on cars by the Railway Co. to facilitate stacking for seasoning and subsequent treatment by grades. Switch ties, timber and piling delivered shall be sorted by the Creosoting Company, at its own expense, for its convenience in handling for treatment.

VI. All treated material shall be loaded and billed as directed by the Railway Company. Cross ties will be loaded by grades and rail borings. Switch ties will be loaded by lengths.

The Railway Company shall furnish promptly all cars required to ship out treated material; The Creosoting Company agrees to give the Railway Co. at least five days' notice as to the time such cars are required.

VII. The Creosoting Company shall provide fire protection for seasoning and storage yard satisfactory to the Railway Company.

The forest products shall remain the property of the Railway Company and be insured by it against loss by fire.

VIII. The Creosoting Company agrees to count and tally material received in each car as soon as possible after receipt of car at its

plant, either before or immediately after unloading, against invoice or inspection reports furnished by the Railway Company and to mail reports of such tally to the Railway Company representative immediately after each invoice or inspection report has been tallied, and if any discrepancy occurs to tally a second time to verify the first count.

The Creosoting Company agrees that, as far as practicable, it shall have painted on each stack the initial, number and out turn of each car from which material is unloaded, and the date of unloading.

The Creosoting Company agrees to return to the Railway Company the identical material shipped to it by the Railway Company after said material has been treated, and in case there should be any shortage whatever, the Creosoting Company agrees to pay the Railway Company therefor at the market price at Seattle, Washington, of like material at the time the shortage is discovered; provided, however, that the Creosoting Company shall not be responsible for shortage resulting from fire or causes which are clearly beyond its control. Joint inventories of all forest products shall be taken at least every six months and discrepancies found adjusted at that time.

The Creosoting Company agrees to furnish reports of all material delivered, shipped, used and on hand at regularly stated intervals as may be required by the Store Department or the Insurance Department of the Railway Co.

IX. The Railway Company will furnish all creosote and petroleum oil required to treat its material under this agreement F. O. B. cars or in vessels at the plant. The Creosoting Company agrees to unload and furnish the storage for creosote and oil. Should the Railway Company elect to permit the Creosoting Company to purchase creosote and oil for it, the prices to be paid and the quantities to be purchased for its account must be approved by the Railway Company and the material must conform to the current specifications of the Railway Company to be kept on file with the Creosoting Company. The Railway Company shall carry the insurance and pay the taxes on creosote and oil stored for it by the Creosoting Company, and agrees to pay promptly all invoices covering creosote and oil purchased with its authority for its

account.

X. The Creosoting Co. agrees to provide storage tanks of suitable capacity to store the preservatives required for treating the material of the Railway Company, together with working tanks and proper gauges to insure accurate and satisfactory measurements of creosote and oil used in the treatment of the different classes of material for the Railway Company.

The Creosoting Company may, with the written consent of the Railway Company first had and obtained use the preservatives belonging to the Railway Company for the purpose of treating forest products for other concerns in the same plant, and the Creosoting Company shall thereupon promptly replace preservatives so used with other preservatives meeting the specifications of the Railway Company and shall permit no delays in the treatment of Railway Company material to result from such use. In case the Creosoting Company shall be permitted such use of Railway Company preservatives, then joint inventories of preservatives shall be made at the end of each month or at any other appropriate time for the purpose of adjusting surplus or deficits. Any surplus or deficit must be pro-rated on the relative final retention of preservatives for the different classes of material treated for the parties concerned.

XI. The Railway Company desires to have its cross ties treated during the period from August 1st to December 31st of each year. The Creosoting Company agrees to use reasonable efforts with due regard to the business offered by other customers and the treating capacity of its plant to treat the yearly requirements in this interval if sufficient properly seasoned ties are available. If for any reason the Creosoting Company at any time cannot with reasonable effort carry out the aforementioned preferential arrangement, the Railway Company agrees to have delivered green ties in advance of requirements so that sufficient seasoned ties will be available for treatment at approximately uniform monthly rates for the yearly requirements.

XII. The Creosoting Company agrees to store treated ties in its storage yard up to the convenient capacity for temporary storage at

the request of the Railway Company. The storage and extra handling involved in loading into cars shall be compensated for at a price scheduled in this agreement.

XIII. The Creosoting Company agrees that upon the written request of the Railway Company to do so, it will accept any modification, changes or substitutions in the specifications in Exhibit "A" hereinbefore mentioned, provided such modifications, changes or substitutions will not require the purchase of any additional equipment, or increase the cost to the Creosoting Company or lessen the plant capacity.

The Railway Company agrees that in the event a change of process is made, at its request, it will pay the Creosoting Co. any royalty the Creosoting Company may be required to pay in consequence thereof and will also protect the Creosoting Company against all claims pertaining thereto.

XIV. The Railway Company, through its designated representatives or agents, shall have access at all reasonable times to the plant and premises of the Creosoting Company and the right to inspect all operations therein, and shall be furnished all necessary and proper facilities for testing the preservatives employed and the amount absorbed by each charge of ties and other material treated for the Railway Company.

The Creosoting Company shall furnish records on forms furnished by the Railway Company of all treating operations to correspond to that which the Railway Company keeps at its own treating plants.

XV. In case of any dispute or difference arising as to the interpretation of any sections hereinbefore set out, the said dispute and causes of differences shall be referred to arbitration and determination of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators - one to be appointed by each of the parties hereto and the third arbitrator to be nominated and

appointed by the first named arbitrators. Should the first named arbitrators fail to agree upon the third arbitrator, then such selection shall be left to a Judge of the United States District Court for the District of the State of Washington. The decision of the single arbitrator or a majority of the three arbitrators shall be final and binding upon the parties. Pending the award of arbitration, there shall be no interruption in the transaction of business pursuant to this agreement and statements and payments in respect thereto shall be made in the same manner as prior to arising of such differences.

Each party shall pay for services of and all personal expenses incurred by arbitrator chosen by or for it and both parties shall jointly and equally pay for the services and expenses of the single or third arbitrator, together with all other and different expenses of the arbitration.

XVI. If at any time during the term of this agreement the operation of the Greasoting Company's plant shall be temporarily suspended because of fire, explosion, strikes or other causes not within its control, the time during which the operation of this plant shall be suspended shall not be counted as a part of the term of this agreement, and a corresponding additional time shall be given it for performing its obligations under this agreement; provided, however, in case of the total or partial destruction of the said plant by fire or other cause the Greasoting Company shall promptly repair, rebuild and restore the same to substantially the same condition in which it was before such total or partial destruction and pending such reconstruction the Railway Company may remove its ties and other material from the seasoning yard, provided, however, that it shall have on hand when the plant is ready to operate again, sufficient ties to enable the Greasoting Company to proceed with the operation of said plant as provided in Sections II and XI; and provided further, that the extension of time mentioned in this section shall be contingent

upon the ability of the Railway Company to make economical use of treated ties and other material to be developed during the period for which the term hereof is thereby extended, it being understood and agreed that the use of treated ties and other material for the territory to be served by this plant will very materially reduce the yearly requirements of material in the later years of this agreement. The Railway Company shall have the right to elect to deduct from the total minimum obligation of 3,000,000 ties to be furnished hereunder, the number of treated ties obtained elsewhere or untreated ties and material used during the period of suspension.

XVII. The Railway Co. agrees to pay to the Creosoting Co. for the services rendered in this agreement the following prices:

A-1. For the treatment of all cross ties which require a time duration not longer than twelve actual treating hours per thousand feet board measure - - - - - \$ 6.50

A-2. For the treatment of all cross ties which require a time duration in excess of twelve actual treating hours, per thousand feet board measure - - - - - \$ 7.65

A-3. For the treatment of all cross ties which require a time duration in excess of twenty-four actual treating hours, the price for each one thousand feet board measure shall be \$7.65 plus ten (10) cents per thousand feet board measure for each treating hour in excess of twenty-four actual treating hours.

B-1. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration not longer than twelve actual treating hours, per thousand feet board measure - - - - - \$ 9.00

- B-2. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of twelve and not more than twenty-four actual treating hours,
per thousand feet board measure - - - - - \$ 12.00
- B-3. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of twenty-four and not more than thirty-six actual treating hours,
per thousand feet board measure - - - - - \$ 15.00
- B-4. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of thirty-six and not more than forty-eight actual treating hours, per thousand feet board measure - - - - - \$ 18.00
- B-5. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of forty-eight and not more than sixty actual treating hours, per thousand feet board measure - - - - - \$ 21.00
- B-6. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of sixty actual treating hours, the price for each one thousand feet board measure shall be \$21.00 plus (25¢) per thousand feet board measure for each treating hour in excess of sixty actual treating hours.

- C-1. For the treatment of all piling, poles and other similar material which require a time duration not longer than twelve actual treating hours, per cubic foot - - - - - 14¢
- C-2. For the treatment of all piling, poles and other similar material which require a time duration in excess of twelve and not more than twenty-four actual treating hours, per cubic foot - - - - - 20¢
- C-3. For the treatment of all piling, poles and other similar material which require a time duration in excess of twenty-four and not more than thirty-six actual treating hours, per cubic foot - - - - - 26¢
- C-4. For the treatment of all piling, poles and other similar material which require a time duration in excess of thirty-six and not more than forty-eight actual treating hours, per cubic foot - - - - - 32¢
- C-5. For the treatment of all piling, poles and other similar material which require a time duration in excess of forty-eight and not more than sixty actual treating hours, per cubic foot - - - - - 38¢
- C-6. For the treatment of all piling, poles and other similar material which require a time duration in excess of sixty actual treating hours, the price for each cubic foot shall be (38¢) plus one-half cent ($1/2$ ¢) per cubic foot for each treating hour in excess of sixty actual treating hours.

D-1. In cases where it is found, on account of unseasoned conditions of material, or other conditions not the responsibility of the Creosoting Co., an unsatisfactory treatment has been obtained and the Railway Co. inspector considers it advisable to segregate and retreat all or any portion of cylinder loads of ties or other material, it shall be done at the following rates for each retreatment in addition to prices mentioned above in this Section - XVII.

(a) Two cents (2¢) for each cross tie retreated.

(b) Two dollars (\$2.00) per thousand feet board measure for switch and bridge ties, dimensioned timbers, lumber and other similar material retreated.

(c) Two cents (2¢) per cubic foot for piling, poles and other similar material retreated.

It is understood that entire cylinder charges returned for continuation of treatment without segregation of any part of the material shall not be considered as coming under the provisions of D-1.

D-2. For storage of treated cross ties after treatment and subsequent loading on cars, in addition to prices in A-1-2-3 per tie - - - - - 1¢

D-3. For other handlings at the plant site, framing of timber, or incising switch ties and timber, as from time to time may be requested in writing by the Railway Co. shall be paid for at rates mutually agreed upon plus 10% to cover supervision and profit.

XVIII. It is understood and agreed that prices quoted under Section XVII, Paragraphs A-1-2-3, cover the unloading of ties from railroad cars or barges, handling to seasoning yard or to treating trains before treatment, moving them to boring, adzing and incising plant,

boring, adzing, incising, moving to cylinders, treating them and loading them from trains to railroad cars; and, further, that prices quoted under Paragraphs B-1-2-3-4-5-6 and C-1-2-3-4-5-6 cover unloading material from railroad cars or barges and rafts, handling to seasoning yard or to trains, moving to treating cylinders, treating and loading from trains on to railroad cars. The prices in Paragraphs A-B-C apply to treatment of both air seasoned and artificially seasoned material.

The "actual treating hours" are considered to be the actual time occupied while the ties or other material are in the cylinder in the process of treatment as shown by the treating records.

XII. The Creosoting Company agrees that, in case it, during the period of this agreement, makes contracts with other railroads directly or through their agents for the treatment of forest products at prices lower than those scheduled in this agreement, then such lower prices shall become immediately effective in this contract.

XI. The Railway Company will, on or before the thirtieth day of each month, pay to the Creosoting Company all sums owing to it at the end of the next preceding calendar month, upon proper bills, certified by the Railway Company representative, rendered promptly by the Creosoting Company to the Railway Company.

XII. This agreement, when executed by the parties thereto, shall be immediately effective and shall remain in force for a period of ten years from the first day of January, 1927.

The Creosoting Co. agrees to begin immediately after the effective date of this contract the grading and preparation of the seasoning yard and the construction of the treating plant so that it will be ready to receive and unload for seasoning cross ties on or before January 1st, 1927 at a rate not less than 75,000 ties per month. The treating plant shall be ready to begin the treatment of ties and other material not later than July 1st, 1927.

XXII. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be signed by its proper official and its corporate seal is hereto affixed and attested by its Secretary, in duplicate, the day and year first above written.

NORTHERN PACIFIC RAILWAY COMPANY.

Charles Donnelly (Sgd)
President

L. H. Relf (Sgd)
Assistant Secretary

J. M. COLMAN COMPANY.

J. M. Colman (Sgd)
President

George A. Colman (Sgd)
Secretary

Jaeger
Molac

Blue printing copy

CONTRACT Made this 4th day of November A. D. 1926,
between the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation
hereinafter called "Railway Company", and THE J. M. COIMAN COMPANY, a
Washington corporation hereinafter called "Creosoting Company".

In consideration of the mutual dependent promises stated in this
contract the parties agree:

1. The Creosoting Company will at its own cost and expense erect
and equip a plant and storage yard for seasoning, boring, edging, in-
cising and treating cross ties and treating other material with creos-
ote or a mixture of petroleum and creosote in accordance with spec-
ifications in Exhibit "A" attached and made part of this contract.

The plant shall be located on the line of the Railway Co. in the City
of Seattle, Washington, and shall be of such area as to permit the
storage of cross and switch ties and other material in quantities to
afford adequate seasoning for the maximum amounts of material to be
treated per year under this Contract. The term "forest products" used
herein is inclusive of cross and switch ties, timber, lumber, piling
and poles.

The Creosoting Company shall grade its land and surface it for
suitable seasoning ground. The plant shall be constructed under
standard methods of first-class material and workmanship and shall
throughout be equipped and provided with all machinery, appliances and
facilities, including all trackage, loading and unloading platforms,
etc. necessary and adequate for the successful treatment of ties and
other material in accordance with the specifications of Exhibit "A".

Creosoting Company agrees that the plant shall be thereafter main-
tained during the term of this agreement, in the same degree of work-
ing efficiency so that the capacity of the plant shall be adequate at
all times to treat the yearly requirements of the Railway Company as
specified in this agreement. The Creosoting Company shall have the
right to use the plant for the treatment of forest products other than
those specified in this agreement so long as it does not interfere with
the treatment of forest products of the Railway Company covered by this

II. The Railway Company agrees to furnish to the Creosoting Company during the term of this agreement such number of cross ties to be bored, adzed, incised and treated, and such other material to be treated as shall in all be equivalent to a minimum of 3,000,000 cross ties. For the purpose of ascertaining the quantity of material furnished hereunder, switch ties, timber and lumber shall be converted into terms of cross ties equivalent to 42 ft. B. M. each, and piles shall be converted into ties by considering 3.5 cu.ft. of pile equivalent to one cross tie. Nominal sizes shall be used in determining the feet board measure of cross and switch ties, timber and lumber.

The Railway Company agrees to make deliveries hereunder aggregating the equivalent of 300,000 cross ties per year or as near thereto as its requirements will permit, but agrees that it will furnish not less than 250,000 nor more than 350,000 cross ties or the equivalent thereof in any one year without the written consent of the Creosoting Company, and will notify the Creosoting Company in writing prior to the first day of October of each year of the approximate number of cross ties and other forest products which it desires to have stored for seasoning and subsequent treatment during the following calendar year.

For the purpose of compensating the Creosoting Company for any failure or inability on the part of the Railway Company to maintain an average of the equivalent of 300,000 cross ties furnished per year from year to year, it is agreed that at the end of each calendar year during the term hereof the parties shall make adjustment of their accounts as follows:

The quantity of material furnished by the Railway Company during the calendar year ending at the date of settlement shall be ascertained and the Railway Company shall be entitled to a credit to be used as hereinafter provided for all material furnished during such year in excess of the equivalent of 300,000 cross ties, at the rate of five cents (5¢) per tie, and shall pay the Creosoting Company at the rate of five cents (5¢) per tie for the differ-

ance between the quantity of material actually furnished and the equivalent of 300,000 cross ties if there shall be deficiency. All sums credited the Railway Company hereunder shall be cumulative from year to year, and shall be used only for the purpose of reducing or offsetting the amount payable by it for a deficiency in any one year or for the purpose of obtaining refunds for payments made on account of deficiencies accrued in prior years, it being understood and agreed that the Creosoting Company is to make no payments to the Railway Company for material furnished in excess of an average of 300,000 cross ties or their equivalent per year except to the extent such payments represent refunds of penalty payments made hereunder by the Railway Company, and that such refunds, if any are made, shall not include interest.

The Railway Company agrees to offer to the Creosoting Company, under the terms of this agreement, all forest products which it from time to time desires to have treated for use in the territory tributary to the Creosoting Company's plant. The Railway Company reserves the right, for emergency cases, to obtain treatment for forest products elsewhere in case it believes that the Creosoting Company is not in a position to make deliveries to meet the requirements of the emergencies.

III. The Railway Company will furnish open cars, in so far as may be possible, for delivery of untreated material and for shipment of treated material. The Railway Company at its own cost and expense will do all required switching of its cars of forest products billed to and from the plant. The Creosoting Co. agrees to make requests for only such switching as is reasonably necessary and such switching shall be done so far as is practicable at times most convenient to the Railway Co. between the hours of 7:00 A. M. and 6:00 P. M.

IV. The forest products to be furnished hereunder shall be delivered on cars at the plant of the Creosoting Company. The Creosoting Company shall promptly unload cars and stack the material in the storage yard of the plant for seasoning. The unloading and stacking

shall be done at the cost and expense of the Creosoting Company.

The Railway Company in making deliveries to the Creosoting Company shall have regard to its capacity for receiving and stacking material. The Creosoting Company shall pay the Railway Company compensation for any delays in unloading said cars in accordance with the Railway Company's published demurrage tariffs whenever eight (8) or less cars are delivered per day. Whenever more than eight (8) cars per day shall be delivered the expense incident to the detention of cars for unloading shall be assumed by the Railway Company. The Creosoting Company will accept delivery of forest products on scows or in rafts alongside its plant under the same conditions as outlined for delivery on cars, except that the Creosoting Company will not be required to pay the Railway Company for delays in unloading such scows or rafts.

V. All cross ties will be properly segregated by grades on cars by the Railway Co. to facilitate stacking for seasoning and subsequent treatment by grades. Switch ties, timber and piling delivered shall be sorted by the Creosoting Company, at its own expense, for its convenience in handling for treatment.

VI. All treated material shall be loaded and billed as directed by the Railway Company. Cross ties will be loaded by grades and rail borings. Switch ties will be loaded by lengths.

The Railway Company shall furnish promptly all cars required to ship out treated material; The Creosoting Company agrees to give the Railway Co. at least five days' notice as to the time such cars are required.

VII. The Creosoting Company shall provide fire protection for seasoning and storage yard satisfactory to the Railway Company.

The forest products shall remain the property of the Railway Company and be insured by it against loss by fire.

VIII. The Creosoting Company agrees to count and tally material received in each car as soon as possible after receipt of car at its

plant, either before or immediately after unloading, against invoice or inspection reports furnished by the Railway Company and to mail reports of such tally to the Railway Company representative immediately after each invoice or inspection report has been tallied, and if any discrepancy occurs to tally a second time to verify the first count.

The Creosoting Company agrees that, as far as practicable, it shall have painted on each stack the initial, number and out turn of each car from which material is unloaded, and the date of unloading.

The Creosoting Company agrees to return to the Railway Company the identical material shipped to it by the Railway Company after said material has been treated, and in case there should be any shortage whatever, the Creosoting Company agrees to pay the Railway Company therefor at the market price at Seattle, Washington, of like material at the time the shortage is discovered; provided, however, that the Creosoting Company shall not be responsible for shortage resulting from fire or causes which are clearly beyond its control. Joint inventories of all forest products shall be taken at least every six months and discrepancies found adjusted at that time.

The Creosoting Company agrees to furnish reports of all material delivered, shipped, used and on hand at regularly stated intervals as may be required by the Store Department or the Insurance Department of the Railway Co.

IX. The Railway Company will furnish all creosote and petroleum oil required to treat its material under this agreement P. O. B. cars or in vessels at the plant. The Creosoting Company agrees to unload and furnish the storage for creosote and oil. Should the Railway Company elect to permit the Creosoting Company to purchase creosote and oil for it, the prices to be paid and the quantities to be purchased for its account must be approved by the Railway Company and the material must conform to the current specifications of the Railway Company to be kept on file with the Creosoting Company. The Railway Company shall carry the insurance and pay the taxes on creosote and oil stored for it by the Creosoting Company, and agrees to pay promptly all invoices covering creosote and oil purchased with its authority for its

account.

X. The Creosoting Co. agrees to provide storage tanks of suitable capacity to store the preservatives required for treating the material of the Railway Company, together with working tanks and proper gauges to insure accurate and satisfactory measurements of creosote and oil used in the treatment of the different classes of material for the Railway Company.

The Creosoting Company may, with the written consent of the Railway Company first had and obtained use the preservatives belonging to the Railway Company for the purpose of treating forest products for other concerns in the same plant, and the Creosoting Company shall thereupon promptly replace preservatives so used with other preservatives meeting the specifications of the Railway Company and shall permit no delays in the treatment of Railway Company material to result from such use. In case the Creosoting Company shall be permitted such use of Railway Company preservatives, then joint inventories of preservatives shall be made at the end of each month or at any other appropriate time for the purpose of adjusting surplus or deficits. Any surplus or deficit must be pro-rated on the relative final retention of preservatives for the different classes of material treated for the parties concerned.

XI. The Railway Company desires to have its cross ties treated during the period from August 1st to December 31st of each year. The Creosoting Company agrees to use reasonable efforts with due regard to the business offered by other customers and the treating capacity of its plant to treat the yearly requirements in this interval if sufficient properly seasoned ties are available. If for any reason the Creosoting Company at any time cannot with reasonable effort carry out the aforementioned preferential arrangement, the Railway Company agrees to have delivered green ties in advance of requirements so that sufficient seasoned ties will be available for treatment at approximately uniform monthly rates for the yearly requirements.

XII. The Creosoting Company agrees to store treated ties in its storage yard up to the convenient capacity for temporary storage at

the request of the Railway Company. The storage and extra handling involved in loading into cars shall be compensated for at a price scheduled in this agreement.

XIII. The Creosoting Company agrees that upon the written request of the Railway Company to do so, it will accept any modification, changes or substitutions in the specifications in Exhibit "A" hereinbefore mentioned, provided such modifications, changes or substitutions will not require the purchase of any additional equipment, or increase the cost to the Creosoting Company or lessen the plant capacity.

The Railway Company agrees that in the event a change of process is made, at its request, it will pay the Creosoting Co. any royalty the Creosoting Company may be required to pay in consequence thereof and will also protect the Creosoting Company against all claims pertaining thereto.

XIV. The Railway Company, through its designated representatives or agents, shall have access at all reasonable times to the plant and premises of the Creosoting Company and the right to inspect all operations therein, and shall be furnished all necessary and proper facilities for testing the preservatives employed and the amount absorbed by each charge of ties and other material treated for the Railway Company.

The Creosoting Company shall furnish records on forms furnished by the Railway Company of all treating operations to correspond to that which the Railway Company keeps at its own treating plants.

XV. In case of any dispute or difference arising as to the interpretation of any sections hereinbefore set out, the said dispute and causes of differences shall be referred to arbitration and determination of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators - one to be appointed by each of the parties hereto and the third arbitrator to be nominated and

appointed by the first named arbitrators. Should the first named arbitrators fail to agree upon the third arbitrator, then such selection shall be left to a Judge of the United States District Court for the District of the State of Washington. The decision of the single arbitrator or a majority of the three arbitrators shall be final and binding upon the parties. Pending the award of arbitration, there shall be no interruption in the transaction of business pursuant to this agreement and statements and payments in respect thereto shall be made in the same manner as prior to arising of such differences.

Each party shall pay for services of and all personal expenses incurred by arbitrator chosen by or for it and both parties shall jointly and equally pay for the services and expenses of the single or third arbitrator, together with all other and different expenses of the arbitration.

XVI. If at any time during the term of this agreement the operation of the Creosoting Company's plant shall be temporarily suspended because of fire, explosion, strikes or other causes not within its control, the time during which the operation of this plant shall be suspended shall not be counted as a part of the term of this agreement, and a corresponding additional time shall be given it for performing its obligations under this agreement; provided, however, in case of the total or partial destruction of the said plant by fire or other cause the Creosoting Company shall promptly repair, rebuild and restore the same to substantially the same condition in which it was before such total or partial destruction and pending such reconstruction the Railway Company may remove its ties and other material from the seasoning yard, provided, however, that it shall have on hand when the plant is ready to operate again, sufficient ties to enable the Creosoting Company to proceed with the operation of said plant as provided in Sections II and XI; and provided further, that the extension of time mentioned in this section shall be contingent

up the ability of the Railway Company to make economical use of treated ties and other material to be developed during the period for which the term hereof is thereby extended, it being understood and agreed that the use of treated ties and other material for the territory to be served by this plant will very materially reduce the yearly requirements of material in the later years of this agreement. The Railway Company shall have the right to elect to deduct from the total minimum obligation of 3,000,000 ties to be furnished hereunder, the number of treated ties obtained elsewhere or untreated ties and material used during the period of suspension.

XVII. The Railway Co. agrees to pay to the Creosoting Co. for the services rendered in this agreement the following prices:

A-1. For the treatment of all cross ties which require a time duration not longer than twelve actual treating hours per thousand feet board measure - - - - - \$ 6.50

A-2. For the treatment of all cross ties which require a time duration in excess of twelve actual treating hours, per thousand feet board measure - - - - - \$ 7.65

A-3. For the treatment of all cross ties which require a time duration in excess of twenty-four actual treating hours, the price for each one thousand feet board measure shall be \$7.65 plus ten (10) cents per thousand feet board measure for each treating hour in excess of twenty-four actual treating hours.

B-1. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration not longer than twelve actual treating hours, per thousand feet board measure - - - - - \$ 9.00

- B-2. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of twelve and not more than twenty-four actual treating hours, per thousand feet board measure - - - - - \$ 12.00
- B-3. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of twenty-four and not more than thirty-six actual treating hours, per thousand feet board measure - - - - - \$ 15.00
- B-4. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of thirty-six and not more than forty-eight actual treating hours, per thousand feet board measure - - - - - \$ 18.00
- B-5. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of forty-eight and not more than sixty actual treating hours, per thousand feet board measure - - - - - \$ 21.00
- B-6. For the treatment of all switch and bridge ties, dimensioned timber, lumber and other similar material which require a time duration in excess of sixty actual treating hours, the price for each one thousand feet board measure shall be \$21.00 plus (25¢) per thousand feet board measure for each treating hour in excess of sixty actual treating hours.

- C-1. For the treatment of all piling, poles and other similar material which require a time duration not longer than twelve actual treating hours, per cubic foot - - - - - 14¢
- C-2. For the treatment of all piling, poles and other similar material which require a time duration in excess of twelve and not more than twenty-four actual treating hours, per cubic foot - - - - - 20¢
- C-3. For the treatment of all piling, poles and other similar material which require a time duration in excess of twenty-four and not more than thirty-six actual treating hours, per cubic foot - - - - - 26¢
- C-4. For the treatment of all piling, poles and other similar material which require a time duration in excess of thirty-six and not more than forty-eight actual treating hours, per cubic foot - - - - - 32¢
- C-5. For the treatment of all piling, poles and other similar material which require a time duration in excess of forty-eight and not more than sixty actual treating hours, per cubic foot - - - - - 38¢
- C-6. For the treatment of all piling, poles and other similar material which require a time duration in excess of sixty actual treating hours, the price for each cubic foot shall be (38¢) plus one-half cent ($1/2$ ¢) per cubic foot for each treating hour in excess of sixty actual treating hours.

D-1. In cases where it is found, on account of unseasoned conditions of material, or other conditions not the responsibility of the Creosoting Co., an unsatisfactory treatment has been obtained and the Railway Co. inspector considers it advisable to segregate and retreat all or any portion of cylinder loads of ties or other material, it shall be done at the following rates for each retreatment in addition to prices mentioned above in this Section - XVII.

(a) Two cents (2¢) for each cross tie retreated.

(b) Two dollars (\$2.00) per thousand feet board measure for switch and bridge ties, dimensioned timbers, lumber and other similar material retreated.

(c) Two cents (2¢) per cubic foot for piling, poles and other similar material retreated.

It is understood that entire cylinder charges returned for continuation of treatment without segregation of any part of the material shall not be considered as coming under the provisions of D-1.

D-2. For storage of treated cross ties after treatment and subsequent loading on cars, in addition to prices in A-1-2-3 per tie - - - - - 1¢

D-3. For other handlings at the plant site, framing of timber, or incising switch ties and timber, as from time to time may be requested in writing by the Railway Co. shall be paid for at rates mutually agreed upon plus 10% to cover supervision and profit.

XVIII. It is understood and agreed that prices quoted under Section XVII, Paragraphs A-1-2-3, cover the unloading of ties from railroad cars or barges, handling to seasoning yard or to treating trains before treatment, moving them to boring, adzing and incising plant.

boring, adzing, incising, moving to cylinders, treating them and loading them from trains to railroad cars; and, further, that prices quoted under Paragraphs B-1-2-3-4-5-6 and C-1-2-3-4-5-6 cover unloading material from railroad cars or barges and rafts, handling to seasoning yard or to trains, moving to treating cylinders, treating and loading from trains on to railroad cars. The prices in Paragraphs A-B-C apply to treatment of both air seasoned and artificially seasoned material.

The "actual treating hours" are considered to be the actual time occupied while the ties or other material are in the cylinder in the process of treatment as shown by the treating records.

XIX. The Creosoting Company agrees that, in case it, during the period of this agreement, makes contracts with other railroads directly or through their agents for the treatment of forest products at prices lower than those scheduled in this agreement, then such lower prices shall become immediately effective in this contract.

XX. The Railway Company will, on or before the thirtieth day of each month, pay to the Creosoting Company all sums owing to it at the end of the next preceding calendar month, upon proper bills, certified by the Railway Company representative, rendered promptly by the Creosoting Company to the Railway Company.

XXI. This agreement, when executed by the parties thereto, shall be immediately effective and shall remain in force for a period of ten years from the first day of January, 1927.

The Creosoting Co. agrees to begin immediately after the effective date of this contract the grading and preparation of the seasoning yard and the construction of the treating plant so that it will be ready to receive and unload for seasoning cross ties on or before January 1st, 1927 at a rate not less than 75,000 ties per month. The treating plant shall be ready to begin the treatment of ties and other material not later than July 1st, 1927.

XXII. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be signed by its proper official and its corporate seal is hereto affixed and attested by its Secretary, in duplicate, the day and year first above written.

NORTHERN PACIFIC RAILWAY COMPANY.

Charles Donnelly (Sgd)
President

L. H. Relf (Sgd)
Assistant Secretary

J. M. COLMAN COMPANY.

L. J. Colman (Sgd)
President

George A. Colman (Sgd)
Secretary

Exhibit "A" attached and a part of contract dated ^{blank} November 4, 1926,
between the Northern Pacific Railway Company and the J. M. Colman
Creosoting Company.

✓ Specifications covering the seasoning and treatment of cross ^{forest products}
and switch ties, timber, lumber and piling.

✓ Seasoning.

✓ 1. Green ties, timber, lumber and piling will be delivered by
the Railway Co. at the plant of the Creosoting Co. The Creosoting
Co. will unload all material and pile same for storage and seasoning,
using a spacing which local experience indicates is the most favor-
able for efficient seasoning. Material shall be stored on non-decay-
ing sills and the ground must be kept free of weeds and vegetation or
fungus growths which would be injurious to the timber.

✓ 2. Material shall be permitted to remain in the seasoning yard
until the Railway Co. representative considers it suitable for treat-
ment. It is the intention to season material to a point where it can
be successfully treated, without artificial seasoning, to obtain the
desired penetration.

✓ 3. The Creosoting Co. shall save all car stakes, separators,
etc. received with incoming material and make use of same for sep-
arators in seasoning, staking outgoing loads, etc.

Boring, Adzing and Incising.

✓ 4. Before treatment all cross ties shall be bored for spikes,
adzed for seating tie plates and incised by Greenlee Brothers or
other approved machine. The incisions are to be not less than three-
fourths (3/4) of an inch in depth and so spaced as to permit a uniform
distribution of the preservative to the depth of the incisions. The
Railway Co. shall furnish plans showing the boring spacing required
for the different rail sections and also the dimensions of adzing areas.

✓ 5. Incising of switch ties, timber and lumber will be optional
with the Railway Co.

Preservative.

6. The preservative for cross and switch ties shall be a 50-50 mixture of creosote and petroleum oil. The creosote shall conform to the American Railway Engineering Association specifications for Grade I Creosote Oil and be thoroughly mixed before using with California Crude Oil with an asphaltic base. For timber, lumber and piling the preservative shall be straight American Railway Engineering Association Grade I Creosote. The Railway Company may from time to time change the proportions of the mixture treatment or the specifications for Creosote and Oil.

Moisture Content.

7. All material to be treated in any one charge must have approximately the same moisture content.

Material Sizes and Stripping.

8. Material four inches or less in thickness must be treated separately from timbers of a greater thickness. Sufficient strips must be placed between tiers in any case where, in the judgment of the Inspector, stripping is necessary to afford free circulation of preservative around each piece.

Artificial Seasoning.

9. When material has not been air seasoned, it may be artificially seasoned, at the option of the Railway Co., in the treating cylinders by boiling under vacuum at temperatures ranging from 180° F. to a maximum of 200° F. as follows:

10. After the material is placed in the treating cylinder, preservative heated to about 160° F. shall be admitted until the material is completely immersed. A vacuum shall then be created and gradually raised until a minimum of 20 inches is reached and this vacuum is to be maintained until the condensation passing off from the timber and accumulated in the hot well of the condenser does not exceed one-tenth of a pound per cubic foot of timber in charge per hour.

11. After the completion of the seasoning period, ²or bath, Paragraph 12, upon breaking the vacuum the preservative shall be immed-

fully drained completely from the treating cylinder. This draining need not be done in case the water content of the preservative in the cylinder is not objectionable in the opinion of the inspector.

Preparatory Bath For Air Seasoned Material.

✓ 12. All thoroughly air seasoned material must be held in a hot oil bath for a period of 2 to 8 hours at a temperature of about 180° F. in order to obtain the necessary absorption without the use of excessive pressure for a long period of time.

Treatment.

13. Empty Cell Process without initial air pressure shall be used.

Injection of Preservative Under Pressure.

✓ 14. Following the heating or the artificial seasoning period, the cylinder shall be filled with Creosote and pressure applied as required to a maximum of 160 pounds per square inch and maintained until the specified penetration or final absorption of preservative has been obtained. The maximum pressure in the case of cross and switch ties shall be 150 pounds per square inch. The temperature of the preservative during the pressure period shall be as high as possible, with a minimum limit of 160° F. and a maximum of 200° F.

✓ 15. After pressure is completed the cylinders shall be emptied of preservative and a vacuum of at least 25 inches of mercury promptly created and maintained for a sufficient period of time to free the material of dripping preservative.

Penetration Cross and Switch Ties and Piling.

16. The minimum penetration of preservative shall be 3/4 of an inch. Representative ties from each charge must be tested for penetration, and at least 75% of the ties so tested must show the above specified minimum. In determining penetration, light discoloration of the wood from treatment shall not be considered.

The minimum penetration on every pile shall be not less than one inch of black oil.

Penetration Timber and Lumber.

17. The average depths of penetration for the specified amount of preservative shall be as follows:

Size	12#	14#	16#
3"x12" & 4"x12"	--	--	.50 inch
6"x12"	.50 inch	.55 inch	.65 inch
12"x12" & Larger	.75 inch	.85 inch	1.00 inch

The penetration must be based on black oil. Representative pieces from each charge must be tested for penetration and at least 75% of these pieces so tested must show the above specified minimum.

Penetration and Final Retention - General.

18. The penetration rather than the final retention of preservative shall govern as to the acceptance of treatment. The preservative finally retained by cross and switch ties shall be as nearly as possible 7 pounds per cubic foot of timber. For piles the retention to be similarly 16 pounds per cubic foot of timber. For timber and lumber this penetration is likewise outlined in Paragraph 17. The treating plant shall be provided with the necessary gauges, measuring devices and appliances required to observe and record the gross and final retention of preservative in order that the Railway Co. may be assured of obtaining the minimum specified penetration with the minimum amount of preservative.

19. At the option of the inspector the total final retention shall be determined by weighing sufficient representative material for any charge before and after treatment and making necessary corrections for loss in its moisture content. These checks as well as those from gauge readings shall be used as approximate checks against the preservative charged to the Railway Co. The Railway Co. may change the minimum penetration requirements from time to time.

Retreatment.

20. If the penetration or the final retention of preservative should be found unsatisfactory, retreatment or continuation of treatment may be required. In case the unsatisfactory condition is due to

the fault of the Creosoting Company's equipment or methods, the extra cost of treatment shall be at the expense of the Creosoting Co. In case segregated material or the entire charge is returned to the cylinder for additional treatment, the additional treating time shall be considered continuous with the original treating time. The additional treating time shall begin after the normal cylinder temperature and pressure have been restored.

Damaged Material.

21. Material damaged through improper treatment or handling by the Creosoting Co. shall be paid for at the invoice cost of the material to the Railway Co. Water bursts and heat checks shall be considered evidences of improper treatment.

General Conditions.

22. The foregoing specified operations must be continuous without idle periods between the various stages of the process.

23. All holes bored for test purposes must be plugged with creosoted plugs furnished by the Creosoting Co.

24. All material must be handled with care, particularly after treatment, so as not to damage the edges or break through the creosoted shell, exposing untreated wood. Sharp pointed tools, such as canthooks, peavies, pickaroons and crowbars must not be used except in the ends of timbers. Damaged material will not be accepted.

25. The Creosoting Co. shall maintain the necessary thermometers and gauges to indicate and record accurately the conditions at all stages of treatment, and all equipment shall be maintained in a condition satisfactory to the Railway Co.

26. The Creosoting Co. shall permit the Railway Co. inspectors or representatives to make all necessary tests of material and equipment pertaining to work covered by this specification, and shall cooperate in the making of such tests.

27. The Creosoting Co. shall furnish for the use of the Railway Co. inspectors or representatives, all necessary laboratory supplies and facilities for making tests required by this specification.

.2230

Left direct on $\frac{.5566}{.3929}$
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 .15

NORTHERN PACIFIC RAILWAY COMPANY

COMPARISON OF TREATING COSTS FOR TIES TO BE USED IN TERRITORY WEST OF ELLENSBURG, WASH. ESTIMATING THE UNIT COSTS BY TREATING AT PARADISE AND AT PROPOSED PLANT AT TACOMA. COSTS PER TIE FOR VARIOUS OUTPUTS AT PARADISE & TACOMA PLANTS.

Average No. of Ties to be Treated during Period of 20 Years.

	ITEMS	UNIT COSTS OR RATES AT		NORTHERN PACIFIC PLANTS										COMMERCIAL BIDS						
				PARADISE		TACOMA								ST. HELENS CREOSOTING CO.	LONGVIEW CREOSOTING CO.	PACIFIC COAST CREOSOTING CO.	COLMAN SEATTLE	ST. HELENS CREOSOTING CO. APR. 21-1926	NAT'L. LBR. CREOSOTING CO. APR. 12-1926	LONG BELL MAR. 1926
		PARADISE	TACOMA	513,000	728,000	293,000	226,000	473,000	737,000	710,000	782,000	1,194,000	226,000	500,000	550,000	300,000	225,000	750,000	750,000	
1	CREOSOTE 1.60 GAL.	.135	.140	.2160	.2160	.2160	.2240	.2240	.2240	.2240	.2240	.2240		.2460	.2260	.2260	.2260	.2260	.2260	
2	CRUDE OIL 1.60 GAL.	.036	.036	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576		.0633	.0596	.0576	.0576	.0576	.0576	
3	UNLOADING & CROSS PILING TIES (OR DELIVERY OF UNTREATED TIES)	.018	.018	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180		.0200			.042	.0200	.0200	
4	LOADING FOR BORING	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134								
5	HANDLING THRU BORING, ETC.	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0200			.035		.0850	
6	LOADING TREATED TIES	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115								
7	FUEL EXCLUSIVE OF FREIGHT	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140								
8	PLANT LABOR			.0283	.0260	.0342	.0382	.0290	.0259	.0261	.0256	.0238								
9	SUPT. LOCAL & GENERAL			.0214	.0152	.0375	.0487	.0233	.0149	.0155	.0140	.0092								
10	PLANT REPAIRS INCLUDING TRACKS			.0066	.0047	.0116	.0234	.0112	.0072	.0074	.0068	.0044								
11	COST COMMERCIAL TREATMENT												.840	.2500	.2352	.2730	.2793	.2837	.4788	
11A	TOTAL "A" DIRECT COST ITEMS			.4043	.3939	.4313	.4663	.4195	.4039	.4050	.4024	.3934	.8575	.5993	.5208	.5566	.6899	.5873	.8674	
12	INTEREST ON TOTAL INVESTMENT	6%	6%	.0177	.0125	.0310	.1060	.0506	.0330	.0338	.0367	.0202								
13	AMORTIZATION OF PLANT 20 YEARS	5%	5%	.0123	.0087	.0215	.0772	.0369	.0237	.0246	.0223	.0147								
14	TAXES ON PLANT			.0029	.0021	.0052	.0217	.0104	.0067	.0069	.0063	.0041								
15	INSURANCE ON PLANT			.0007	.0005	.0012	.0039	.0018	.0012	.0012	.0011	.0007								
16	INTEREST ON CREOSOTE & OIL	6%	6%	.0032	.0023	.0056	.0202	.0096	.0061	.0064	.0058	.0038			.0083	.0083	.0083	.0083	.0083	
17	TAXES ON CREOSOTE & OIL			.0005	.0004	.0009	.0033	.0016	.0010	.0011	.0009	.0006			.0014	.0014	.0014	.0014	.0014	
18	INSURANCE ON CREOSOTE & OIL			.0004	.0003	.0007	.0025	.0012	.0008	.0008	.0007	.0005			.0013	.0013	.0013	.0013	.0013	
19	TAXES ON SEASONING TIES			.0110	.0110	.0110	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	
20	INSURANCE ON SEASONING TIES			.0058	.0058	.0058	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	
21	INTEREST ON SEASONING TIES	6%	6%	.0450	.0450	.0450	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	
22	TOTAL "B" OVERHEAD ITEMS			.0995	.0886	.1279	.3116	.1889	.1493	.1516	.1446	.1214	.0768	.0768	.0878	.0878	.0878	.0878	.0878	
23	FREIGHT ON CREOSOTE (\$.003 E.B. \$.0015 W.B.)			.0224	.0224	.0224														
24	" " CRUDE OIL " "			.0104	.0104	.0104														
25	" " COAL " "			.0054	.0054	.0054	.0006	.0006	.0006	.0006	.0006	.0006								
26	" " UNT. TIES " "			.0330	.0330	.0330	.0230	.0230	.0230	.0230	.0230	.0230	.1429	.0554	.0230	.0230	.0226	.0230	.0554	
27	" " TRT. TIES " "				.0630								.1526	.0584			.0237		.0584	
28	TOTAL "C" FREIGHT ITEMS			.0712	.1342	.0712	.0236	.0236	.0236	.0236	.0236	.0236	.2955	.1138	.0230	.0230	.0463	.0230	.1138	
29	GRAND TOTAL "A"-"B"-"C"			.5750	.6167	.6304	.8015	.6320	.5768	.5802	.5706	.5384	1.2298	.7899	.6316	.6674	.7740	.6981	1.0690	
29A	N.P. CHARGEABLE COSTS			.4112	.4002	.4390	.4789	.4287	.4121	.4132	.4104	.4008	1.1248	.6968	.5283	.5641	.6474	.5948	.8749	
30	COST OF 7 1/2"-8" TIE @ \$16 per M. on COAST. \$18 INLAND EMP.			.76	.76	.76	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	
31	LABOR HANDLING & PLACING TIE			.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	
32	GRAND TOTAL COST OF TIE IN PLACE			1.8350	1.8767	1.8904	1.9715	1.8020	1.7468	1.7502	1.7406	1.7084	2.3998	1.9599	1.8016	1.8374	1.9440	1.8681	2.2390	
32A	N.P. CHARGEABLE COSTS			1.6712	1.6605	1.6990	1.6489	1.5987	1.5821	1.5832	1.5804	1.5708	2.2948	1.8668	1.6983	1.7341	1.8174	1.7648	2.0448	

Office of Asst. Chief Engr. St. Paul, Minn. July-1-1925. Rev. 4-29-26. Rev. 6-9-26.

Ⓢ Contains freight charges on foreign lines at tariff rates.

"A" Bid withdrawn

NORTHERN PACIFIC RAILWAY COMPANY

COMPARISON OF TREATING COSTS FOR TIES TO BE USED IN TERRITORY WEST OF ELLENSBURG, WASH. ESTIMATING THE UNIT COSTS BY TREATING AT PARADISE AND AT PROPOSED PLANT AT TACOMA. COSTS PER TIE FOR VARIOUS OUTPUTS AT PARADISE & TACOMA PLANTS.

Average No. of Ties to be Treated during Period of 20 Years.

Average No. of Ties to be Treated during Period of 20 Years.																						
ITEMS		UNIT COSTS OR RATES AT		"A"																		
				NORTHERN PACIFIC PLANTS												COMMERCIAL BIDS						
				PARADISE			TACOMA									ST. HELENS CREOSOTING CO.	LONGVIEW CREOSOTING CO.	PACIFIC COAST CREOSOTING CO.	COLMAN SEATTLE	ST. HELENS CREOSOTING CO. APR. 21-1926	NAT'L. LBR. & CREOSOTING CO. APR. 12-1926	LONG BELL MAR. 1926
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
		PARADISE	TACOMA	513,000	728,000	293,000	226,000	473,000	737,000	710,000	782,000	1,194,000	226,000	500,000	550,000	300,000	225,000	750,000	750,000			
1	CREOSOTE 1.60 GAL.	.135	.140	.2160	.2160	.2160	.2240	.2240	.2240	.2240	.2240	.2240		.2460	.2260	.2260	.2260	.2260	.2260			
2	CRUDE OIL 1.60 GAL.	.036	.036	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576		.0633	.0596	.0576	.0576	.0576	.0576			
3	UNLOADING & CROSS PILING TIES (OR DELIVERY OF UNTREATED TIES)	.018	.018	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180		.0200			.042	.0200	.0200			
4	LOADING FOR BORING	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134										
5	HANDLING THRU BORING, ETC.	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0200			.035		.0850			
6	LOADING TREATED TIES	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115										
7	FUEL EXCLUSIVE OF FREIGHT	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140										
8	PLANT LABOR			.0283	.0260	.0342	.0382	.0290	.0259	.0261	.0256	.0238										
9	SUP'T. LOCAL & GENERAL			.0214	.0152	.0375	.0487	.0233	.0149	.0155	.0140	.0092										
10	PLANT REPAIRS INCLUDING TRACKS			.0066	.0047	.0116	.0234	.0112	.0072	.0074	.0068	.0044										
11	COST COMMERCIAL TREATMENT												.840	.2500	.2352	.2730	.2793	.2837	.4788			
11A	TOTAL "A" DIRECT COST ITEMS			.4043	.3939	.4313	.4663	.4195	.4039	.4050	.4024	.3934	.8575	.5993	.5208	.5566	.6399	.5873	.8674			
12	INTEREST ON TOTAL INVESTMENT	6 %	6 %	.0177	.0125	.0310	.1060	.0506	.0330	.0338	.0307	.0202										
13	AMORTIZATION OF PLANT 20 YEARS	5 %	5 %	.0123	.0087	.0215	.0772	.0369	.0237	.0246	.0223	.0147										
14	TAXES ON PLANT			.0029	.0021	.0052	.0217	.0104	.0067	.0069	.0063	.0041										
15	INSURANCE ON PLANT			.0007	.0005	.0012	.0039	.0018	.0012	.0012	.0011	.0007										
16	INTEREST ON CREOSOTE & OIL	6 %	6 %	.0032	.0023	.0056	.0202	.0096	.0061	.0064	.0058	.0038			.0083	.0083	.0083	.0083	.0083			
17	TAXES ON CREOSOTE & OIL			.0005	.0004	.0009	.0033	.0016	.0010	.0011	.0009	.0006			.0014	.0014	.0014	.0014	.0014			
18	INSURANCE ON CREOSOTE & OIL			.0004	.0003	.0007	.0025	.0012	.0008	.0008	.0007	.0005			.0013	.0013	.0013	.0013	.0013			
19	TAXES ON SEASONING TIES			.0110	.0110	.0110	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206			
20	INSURANCE ON SEASONING TIES			.0058	.0058	.0058	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062			
21	INTEREST ON SEASONING TIES	6 %	6 %	.0450	.0450	.0450	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500			
22	TOTAL "B" OVERHEAD ITEMS			.0995	.0886	.1279	.3116	.1889	.1493	.1516	.1446	.1214	.0768	.0768	.0878	.0878	.0878	.0878	.0878			
23	FREIGHT ON CREOSOTE (\$.003 E.B. \$.0015 W.B.)			.0224	.0224	.0224																
24	" " CRUDE OIL " "			.0104	.0104	.0104																
25	" " COAL " "			.0054	.0054	.0054	.0006	.0006	.0006	.0006	.0006	.0006										
26	" " UNT. TIES " "			.0330	.0330	.0330	.0230	.0230	.0230	.0230	.0230	.0230	.1429	.0554	.0230	.0230	.0226	.0230	.0554			
27	" " TRT. TIES " "				.0630								.1526	.0584			.0237		.0584			
28	TOTAL "C" FREIGHT ITEMS			.0712	.1342	.0712	.0236	.0236	.0236	.0236	.0236	.0236	.2955	.1138	.0230	.0230	.0463	.0230	.1138			
29	GRAND TOTAL "A"-"B"-"C"			.5750	.6167	.6304	.8015	.6320	.5768	.5802	.5706	.5384	1.2298	.7899	.6316	.6674	.7740	.6981	1.0690			
29A	N.P. CHARGEABLE COSTS			.4112	.4002	.4390	.4789	.4287	.4121	.4132	.4104	.4008	1.1248	.6968	.5283	.5641	.6474	.5948	.8749			
30	COST OF 7'x9'-8' TIE @\$16 per M. on COAST. \$18 INLAND EMP.			.76	.76	.76	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67			
31	LABOR HANDLING & PLACING TIE			.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50			
32	GRAND TOTAL COST OF TIE IN PLACE			1.8350	1.8767	1.8904	1.9715	1.8020	1.7468	1.7502	1.7406	1.7084	2.3998	1.9599	1.8016	1.8374	1.9440	1.8681	2.2390			
32A	N.P. CHARGEABLE COSTS			1.6712	1.6605	1.6990	1.6489	1.5987	1.5821	1.5832	1.5804	1.5708	2.2948	1.8668	1.6983	1.7341	1.8174	1.7648	2.0449			

Office of Ass't. Chief Engr. St. Paul, Minn. July-1-1925. Rev. 4-29-26. Rev. 6-9-26.

⊗ Contains freight charges on foreign lines at tariff rates.

"A" Bid withdrawn

NORTHERN PACIFIC RAILWAY COMPANY

COMPARISON OF TREATING COSTS FOR TIES TO BE USED IN TERRITORY WEST OF ELLENSBURG, WASH. ESTIMATING THE UNIT COSTS BY TREATING AT PARADISE AND AT PROPOSED PLANT AT TACOMA. COSTS PER TIE FOR VARIOUS OUTPUTS AT PARADISE & TACOMA PLANTS.

Average No. of Ties to be Treated during Period of 20 Years.

Average No. of Ties to be Treated during Period of 20 Years.																			
ITEMS	UNIT COSTS OR RATES AT	"A"																	
		NORTHERN PACIFIC PLANTS											COMMERCIAL BIDS						
		PARADISE			TACOMA								ST. HELENS CREOSOTING CO.	LONGVIEW CREOSOTING CO.	PACIFIC COAST CREOSOTING CO.	COLMAN SEATTLE	ST. HELENS CREOSOTING CO. APR. 21-1926	NAT'L LBR. & CREOSOTING CO. APR. 12-1926	LONG BELL MAR. 1926
		PARADISE	TACOMA	513,000	728,000	293,000	226,000	473,000	737,000	710,000	782,000	1,194,000	226,000	500,000	550,000	300,000	225,000	750,000	750,000
1	CREOSOTE 1.60 GAL.	.135	.140	.2160	.2160	.2160	.2240	.2240	.2240	.2240	.2240	.2240		.2460	.2260	.2260	.2260	.2260	
2	CRUDE OIL 1.60 GAL.	.036	.036	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576		.0633	.0596	.0576	.0576	.0576	
3	UNLOADING & CROSS PILING TIES (OR DELIVERY OF UNTREATED TIES)	.018	.018	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180		.0200			.042	.0200	
4	LOADING FOR BORING	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134							
5	HANDLING THRU BORING, ETC.	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0200			.035	.0850	
6	LOADING TREATED TIES	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115							
7	FUEL EXCLUSIVE OF FREIGHT	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140							
8	PLANT LABOR			.0283	.0260	.0342	.0382	.0290	.0259	.0261	.0256	.0238							
9	SUPT. LOCAL & GENERAL			.0214	.0152	.0375	.0487	.0233	.0149	.0155	.0140	.0092							
10	PLANT REPAIRS INCLUDING TRACKS			.0066	.0047	.0116	.0234	.0112	.0072	.0074	.0068	.0044							
11	COST COMMERCIAL TREATMENT												.840	.2500	.2352	.2730	.2793	.2837	
11A	TOTAL "A" DIRECT COST ITEMS			.4043	.3939	.4313	.4663	.4195	.4039	.4050	.4024	.3934	.8575	.5993	.5208	.5566	.6399	.5873	
12	INTEREST ON TOTAL INVESTMENT	6 %	6 %	.0177	.0125	.0310	.1060	.0506	.0330	.0338	.0307	.0202							
13	AMORTIZATION OF PLANT 20 YEARS	5 %	5 %	.0123	.0087	.0215	.0772	.0369	.0237	.0246	.0223	.0147							
14	TAXES ON PLANT			.0029	.0021	.0052	.0217	.0104	.0067	.0069	.0063	.0041							
15	INSURANCE ON PLANT			.0007	.0005	.0012	.0039	.0018	.0012	.0012	.0011	.0007							
16	INTEREST ON CREOSOTE & OIL	6 %	6 %	.0032	.0023	.0056	.0202	.0096	.0061	.0064	.0058	.0038			.0083	.0083	.0083	.0083	
17	TAXES ON CREOSOTE & OIL			.0005	.0004	.0009	.0033	.0016	.0010	.0011	.0009	.0006			.0014	.0014	.0014	.0014	
18	INSURANCE ON CREOSOTE & OIL			.0004	.0003	.0007	.0025	.0012	.0008	.0008	.0007	.0005			.0013	.0013	.0013	.0013	
19	TAXES ON SEASONING TIES			.0110	.0110	.0110	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	
20	INSURANCE ON SEASONING TIES			.0058	.0058	.0058	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	
21	INTEREST ON SEASONING TIES	6 %	6 %	.0450	.0450	.0450	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	
22	TOTAL "B" OVERHEAD ITEMS			.0995	.0886	.1279	.3116	.1889	.1493	.1516	.1446	.1214	.0768	.0768	.0878	.0878	.0878	.0878	
23	FREIGHT ON CREOSOTE (\$.003 E.B. \$.0015 W.B.)			.0224	.0224	.0224													
24	" " CRUDE OIL " "			.0104	.0104	.0104													
25	" " COAL " "			.0054	.0054	.0054	.0006	.0006	.0006	.0006	.0006	.0006							
26	" " UNT. TIES " "			.0330	.0330	.0330	.0230	.0230	.0230	.0230	.0230	.0230	.1429	.0554	.0230	.0230	.0226	.0230	
27	" " TRT. TIES " "				.0630								.1526	.0584			.0237	.0584	
28	TOTAL "C" FREIGHT ITEMS			.0712	.1342	.0712	.0236	.0236	.0236	.0236	.0236	.0236	.2955 ^a	.1138 ^a	.0230	.0230	.0463	.0230	
29	GRAND TOTAL "A"-"B"-"C"			.5750	.6167	.6304	.8015	.6320	.5768	.5802	.5706	.5384	1.2298	.7899	.6316	.6674	.7740	.6981	
29A	N.P. CHARGEABLE COSTS			.4112	.4002	.4390	.4789	.4287	.4121	.4132	.4104	.4008	1.1248	.6968	.5283	.5641	.6474	.5948	
30	COST OF 7'-9'-8' TIE @ \$16 per M. on COAST. \$18 INLAND EMP.			.76	.76	.76	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	
31	LABOR HANDLING & PLACING TIE			.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	
32	GRAND TOTAL COST OF TIE IN PLACE			1.8350	1.8767	1.8904	1.9715	1.8020	1.7468	1.7502	1.7406	1.7084	2.3998	1.9599	1.8016	1.8374	1.9440	1.8681	
32A	N.P. CHARGEABLE COSTS			1.6712	1.6605	1.6990	1.6489	1.5987	1.5821	1.5832	1.5804	1.5708	2.2948	1.8668	1.6983	1.7341	1.8174	1.7648	

NORTHERN PACIFIC RAILWAY COMPANY

COMPARISON OF TREATING COSTS FOR TIES TO BE USED IN TERRITORY WEST OF ELLENSBURG, WASH. ESTIMATING THE UNIT COSTS BY TREATING AT PARADISE AND AT PROPOSED PLANT AT TACOMA. COSTS PER TIE FOR VARIOUS OUTPUTS AT PARADISE & TACOMA PLANTS.

Average No. of Ties to be Treated during Period of 20 Years.

	ITEMS	UNIT COSTS OR RATES AT	NORTHERN PACIFIC PLANTS										COMMERCIAL BIDS								
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
					PARADISE			TACOMA							ST. HELENS CREOSOTING CO.	LONGVIEW CREOSOTING CO.	PACIFIC COAST CREOSOTING CO.	COLMAN SEATTLE	ST. HELENS CREOSOTING CO. APR. 21-1926	NATL. LBR. CREOSOTING CO. APR. 12-1926	LONG BELL MAR. 1926
			PARADISE	TACOMA	513,000	728,000	293,000	226,000	473,000	737,000	710,000	782,000	1,194,000	226,000	500,000	550,000	300,000	225,000	750,000	750,000	
1	CREOSOTE 1.60 GAL.	.135	.140	.2160	.2160	.2160	.2240	.2240	.2240	.2240	.2240	.2240		.2460	.2260	.2260	.2260	.2260	.2260		
2	CRUDE OIL 1.60 GAL.	.036	.036	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576	.0576		.0633	.0596	.0576	.0576	.0576	.0576		
3	UNLOADING & CROSS PILING TIES (OR DELIVERY OF UNTREATED TIES)	.018	.018	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180	.0180		.0200			.042	.0200	.0200		
4	LOADING FOR BORING	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134	.0134									
5	HANDLING THRU BORING, ETC.	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0175	.0200			.035		.0850		
6	LOADING TREATED TIES	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115	.0115									
7	FUEL EXCLUSIVE OF FREIGHT	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140	.0140									
8	PLANT LABOR			.0283	.0260	.0342	.0382	.0290	.0259	.0261	.0256	.0238									
9	SUPT. LOCAL & GENERAL			.0214	.0152	.0375	.0487	.0233	.0149	.0155	.0140	.0092									
10	PLANT REPAIRS INCLUDING TRACKS			.0066	.0047	.0116	.0234	.0112	.0072	.0074	.0068	.0044									
11	COST COMMERCIAL TREATMENT												.840	.2500	.2352	.2730	.2793	.2837	.4788		
11A	TOTAL "A" DIRECT COST ITEMS			.4043	.3939	.4313	.4663	.4195	.4039	.4050	.4024	.3934	.8575	.5993	.5208	.5566	.6399	.5873	.8674		
12	INTEREST ON TOTAL INVESTMENT	6 %	6 %	.0177	.0125	.0310	.1060	.0506	.0330	.0338	.0307	.0202									
13	AMORTIZATION OF PLANT 20 YEARS	5 %	5 %	.0123	.0087	.0215	.0772	.0369	.0237	.0246	.0223	.0147									
14	TAXES ON PLANT			.0029	.0021	.0052	.0217	.0104	.0067	.0069	.0063	.0041									
15	INSURANCE ON PLANT			.0007	.0005	.0012	.0039	.0018	.0012	.0012	.0011	.0007									
16	INTEREST ON CREOSOTE & OIL	6 %	6 %	.0032	.0023	.0056	.0202	.0096	.0061	.0064	.0058	.0038			.0083	.0083	.0083	.0083	.0083		
17	TAXES ON CREOSOTE & OIL			.0005	.0004	.0009	.0033	.0016	.0010	.0011	.0009	.0006			.0014	.0014	.0014	.0014	.0014		
18	INSURANCE ON CREOSOTE & OIL			.0004	.0003	.0007	.0025	.0012	.0008	.0008	.0007	.0005			.0013	.0013	.0013	.0013	.0013		
19	TAXES ON SEASONING TIES			.0110	.0110	.0110	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206	.0206		
20	INSURANCE ON SEASONING TIES			.0058	.0058	.0058	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062	.0062		
21	INTEREST ON SEASONING TIES	6 %	6 %	.0450	.0450	.0450	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500	.0500		
22	TOTAL "B" OVERHEAD ITEMS			.0995	.0886	.1279	.3116	.1889	.1493	.1516	.1446	.1214	.0768	.0768	.0878	.0878	.0878	.0878	.0878		
23	FREIGHT ON CREOSOTE (\$.003 E.B. \$.0015 W.B.)			.0224	.0224	.0224															
24	" " CRUDE OIL " "			.0104	.0104	.0104															
25	" " COAL " "			.0054	.0054	.0054	.0006	.0006	.0006	.0006	.0006	.0006									
26	" " UNT. TIES " "			.0330	.0330	.0330	.0230	.0230	.0230	.0230	.0230	.0230	.1429	.0554	.0230	.0230	.0226	.0230	.0554		
27	" " TRT. TIES " "				.0630								.1526	.0584			.0237		.0584		
28	TOTAL "C" FREIGHT ITEMS			.0712	.1342	.0712	.0236	.0236	.0236	.0236	.0236	.0236	.2955	.1138	.0230	.0230	.0463	.0230	.1138		
29	GRAND TOTAL "A"-"B"-"C"			.5750	.6167	.6304	.8015	.6320	.5768	.5802	.5706	.5384	1.2298	.7899	.6316	.6674	.7740	.6981	1.0690		
29A	N.P. CHARGEABLE COSTS			.4112	.4002	.4390	.4789	.4287	.4121	.4132	.4104	.4008	1.1248	.6968	.5283	.5641	.6474	.5948	.8749		
30	COST OF 7 1/2" x 8" TIE @ \$16 per M. on COAST. \$18 INLAND EMP.			.76	.76	.76	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67	.67		
31	LABOR HANDLING & PLACING TIE			.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50		
32	GRAND TOTAL COST OF TIE IN PLACE			1.8350	1.8767	1.8904	1.9715	1.8020	1.7468	1.7502	1.7406	1.7084	2.3998	1.9599	1.8016	1.8374	1.9440	1.8681	2.2390		
32A	N.P. CHARGEABLE COSTS			1.6712	1.6605	1.6990	1.6489	1.5987	1.5821	1.5832	1.5804	1.5708	2.2948	1.8668	1.6983	1.7341	1.8174	1.7648	2.0449		

account.

X. The Creosoting Co. agrees to provide storage tanks of suitable capacity to store the preservatives required for treating the material of the Railway Company, together with working tanks and proper gauges to insure accurate and satisfactory measurements of creosote and oil used in the treatment of the different classes of material for the Railway Company.

The Creosoting Company may, with the written consent of the Railway Company first had and obtained use the preservatives belonging to the Railway Company for the purpose of treating forest products for other concerns in the same plant, and the Creosoting Company shall thereupon promptly replace preservatives so used with other preservatives meeting the specifications of the Railway Company and shall permit no delays in the treatment of Railway Company material to result from such use. In case the Creosoting Company shall be permitted such use of Railway Company preservatives, then joint inventories of preservatives shall be made at the end of each month or at any other appropriate time for the purpose of adjusting surplus or deficits. Any surplus or deficit must be pro-rated on the relative final retention of preservatives for the different classes of material treated for the parties concerned.

XI. The Railway Company desires to have its cross ties treated during the period from August 1st to December 31st of each year. The Creosoting Company agrees to use reasonable efforts with due regard to the business offered by other customers and the treating capacity of its plant to treat the yearly requirements in this interval if sufficient properly seasoned ties are available. If for any reason the Creosoting Company at any time cannot with reasonable effort carry out the aforementioned preferential arrangement, the Railway Company agrees to have delivered green ties in advance of requirements so that sufficient seasoned ties will be available for treatment at approximately uniform monthly rates for the yearly requirements.

XII. The Creosoting Company agrees to store treated ties in its storage yard up to the convenient capacity for temporary storage at

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