

## File Unit - 002/002.01-17495.00.01



**Series Nbr:** 002.01  
**File Unit Nbr:** 17495.00.01  
**Catalog #:** STEA 7158  
**Accession #:** STEA-00033  
**Category:** CORRESPONDENCE  
**Dates:** 1916 - 1918

<b>Extent</b>	
<b>Count</b>	[Count]1
<b>Extent</b>	[Extent]
<b>Type of Unit</b>	[Type of Unit]FOLDER

**Title:** DL&W RR--Correspondence--General Superintendent--17495: [contract] N.T. Sweezys Son Company - Rental of second floor of Wallabout Station  
**Add By:** RED  
**Add Date:** 9/8/2009 5:03:22 PM  
**Change By:** RED  
**Change Date:** 9/8/2009 5:08:26 PM  
**Location:** 002/002.01-B17-022

<b>Proc By</b>	
<b>Processed By</b>	Pat McKnight
<b>Processing Date</b>	September 2009
<b>Record Id:</b>	50588



Contract.

N. T. Sweezy's Sons Company.  
Wallabout.



17495

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY

OFFICE OF GENERAL SUPERINTENDENT

C. J. PHILLIPS,  
General Superintendent

SCRANTON, PA.

June 23, 1918.

✓  
17495 - N.T.Swezey's Son & Co., Wallabout.

Mr. E. M. Rine,

General Manager.

Dear Sir:-

Referring to your personal notation on my letter May 29th in connection with contract with this Company and N. T. Swezey's Son & Co., dated February 10, 1916, covering use of the second floor of our station at Wallabout.

Superintendent Shepard advises that the tenants are paying for power for elevator and also for light used. They are not using any water at this time and there is no tap for the purpose.

Yours truly,

*C. J. Phillips*

*OK'd  
6/24*



17495

Hoboken, N.J., June 12th 1918.

3509

8

Mr. C. J. Phillips,

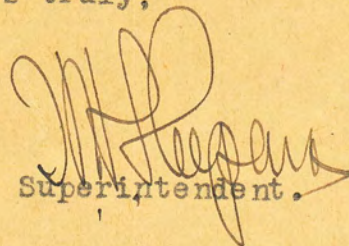
General Superintendent.

Dear Sir:-

Replying to your recent inquiry.

I beg to say that Swezey & Sons are now complying with the terms of the lease, particularly paragraphs 3, 4, 9, 10 and 12.

Yours truly,

  
Superintendent.

*Copies Contract  
attached*



17495

June 5, 1918.

17495:

Mr. H. H. Shepard,  
Superintendent.

Dear Sir:

Referring to your letter of June 4, file 3509,  
relative to operations at Wallabout in connection with  
business of N. T. Swezey's Son & Company.

I enclose herewith copy of contract between this  
Company and N. T. Swezey's Son & Company, covering oper-  
ations at that station.

Yours truly,

3-K



17495

Hoboken, N.J. June 4th 1918.

3509

Mr. C. J. Phillips,

General Superintendent.

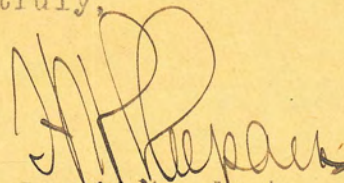
Dear Sir:-

Referring to your letter of the 1st instant, relative operations at Wallabout in connection with business of N. T. Swezey Son & Co.

Will you please return lease and we will go into the matter further.

Yours truly,

Contract # 764

  
Superintendent.



17495  
June 1, 1918.

17495:

Mr. H. H. Shepard,  
Superintendent.

Dear Sir:

Referring to your letters of April 16 and May 21, file 3509, relative to operations at Wallabout in connection with business of N. T. Swezey's Son & Co., who lease second floor of our station at that point. No service should be performed for these people other than that provided for in contract dated February 10, 1916, copy of which I sent you, May 20, last and you will please arrange accordingly.

In this connection, also advise if Swezey's Son & Company are paying for power used to operate the elevators, current used for electric lights and the water rent, as provided in the contract.

Yours truly,

S-K



THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY

OFFICE OF GENERAL SUPERINTENDENT

C. J. PHILLIPS,

General Superintendent

SCRANTON, PA. May 29, 1918.

17495

Mr. E. M. Rine,

Vice-President and General Manager.

Dear Sir:

Referring to attached copy of contract between this Company and N. T. Swezey's Son and Company, who rent the second floor of our station at Wallabout.

It has been the practice in the past for the D.L. & W. to furnish labor for unloading cars and putting the flour on the elevators; further, it has been customary to permit these people to unload direct from car to wagon, say one-half of a car, and then switch the car over to the house and unload balance, as heretofore stated, i.e. we furnish the labor for unloading and placing freight on the elevator, which is handled on second floor by Swezey & Company.

The discontinuance of this practice has been up for consideration several times in years past without anything being accomplished, and it seems that now is the proper time to get away from the practice. In other words, there is no more reason why this Company should furnish labor for unloading carload business and placing it on the elevators for Swezey & Company, than to furnish labor for unloading any other carload business and putting it aboard a wagon and we would, therefore, recommend that this matter be given consideration to get away from the bad practice.

Respectfully,

*C. J. Phillips*

3-e



THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.



OFFICE OF SUPERINTENDENT,

HOBOKEN, N. J. May 21st 1918.

H. H. SHEPARD,  
Superintendent.

3509

Mr. C. J. Phillips,  
General Superintendent.

Dear Sir:-

I have yours of May 20th, enclosing contract with the Swezey Company at Wallabout.

After reading this, I am more than ever surprised that we should be unloading their cars or give them privilege of two placements as outlined in my letter of April 16th. According to paragraph 12 of the contract, the lessee is to unload all freight consigned to him within 24 hours after notice of arrival.

I believe we should abide by the letter of the contract.

Yours truly,

  
Superintendent.



17495

May 3, 1918.

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:

Will you please send me copy of lease between the Sweezy Company and the D. L. & W. for facilities at Wallabout; also any other agreements we may have with that Company covering operations at Wallabout Terminal.

Yours truly,

3-K



April 30th, 1918.

In reply please refer to our file

P 8518

Mr. C. J. Phillips, Supt.,

Scranton, Pa.

Dear Sir:

Your letter April 24th relative to claim for shortage of flour presented by Swezey & Son Company, who occupy the second story of our freight house this station calling attention to cases where cars have been placed in yard, a portion of flour delivered and then placed alongside of freight house for the unloading of balance of flour, that is sent up on freight elevators to their warehouse.

Unfortunately, I have not in my files a copy of our working agreement with this concern, but I do understand that our arrangement with them is that we are obliged to place all their flour shipments alongside of our freight house, perform the unloading with our own men, place them on an elevator and send them up to the second story, at which point they are taken care of by representatives of the flour company.

As you, no doubt, know we have room for the placement of eleven cars alongside of our freight house, and anything in excess of this amount that arrives, say for example this morning, consigned to Swezey Company, which may contain a certain brand of flour, that they are desirous of getting hold of, it is necessary to place their car on team track and the amount of sacks or barrels required checked to their trucks and receipt for the number of packages taken. Ordinarily, with another concern, we could demand that the entire car be unloaded on team track (one placement) without the necessity of moving car again alongside of our freight house for unloading the balance. The agreement we have with the Swezey Company is purely a traffic matter, which we are unable to get away from, on account of being embodied in the lease.

This lease, as I understand it, expires on February 1st of next year and if this same concern renews it under an increased rental, we are intending to ask of them, I think it would be the opportune time to make certain good changes in this lease, that would be beneficial to this company.

Yours truly,

FFP/P.

Freight Agent.



April 24, 1918.

Mr. F. F. Pitluka,  
Agent, Wallabout.

Dear Sir:

Claim has recently been presented for \$130.00 for shortage of flour consigned to the Sweezy Company, at Wallabout, the investigation developing that the above Company has been permitted to take delivery direct from car and then have it placed at the freight house and balance unloaded--two placements of car without extra charge.

I also understand that our employes unload their cars and place the trucks on elevator, the Sweezy Company doing the work on second floor only. Please advise as to the conditions referred to and also if you have knowledge of any agreement between this Company and the Sweezy Company covering their operations.

Yours truly,

3-K



THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO

OFFICE OF SUPERINTENDENT,



HOBOKEN, N. J.

April 16th 1918.

H. H. SHEPARD,  
Superintendent.

Mr. C. J. Phillips,  
General Superintendent.

Dear Sir:-

I recently handled a claim for \$130.00 for shortage of flour consigned to the Sweezy Company at Wallabout.

They apparently have been permitted to take delivery direct from the car, then have the car placed at the freight house and balance unloaded, which to my mind is all wrong. In other words, they should not be given two placements of a car.

There is another thing in connection with this firm's business which I think is wrong which is that we unload their cars and place the trucks on the elevator, they doing the work on the second floor only.

I would like very much to get away from this and think that now is the proper time to do so.

Please advise

Yours truly,

Superintendent.

*W. H. Shepard*  
*See their contract to what has on their matter*  
*4/17/18*



New York, May 6th, 1918.

Mr. C. J. Phillips,  
General Superintendent,  
Scranton, Pa.

Dear Sir:

In accordance with your request of May 3rd, I  
hand you herewith copy of the lease with N. T. Swezey's  
Son & Company for quarters at Brooklyn Wallabout Terminal  
which expires February 1st, 1919.

This is the only property or privilege that we  
know of that Swezey leases at Wallabout Terminal.

Yours truly,

*M. D. Dwyer*



Copy 1 → 17495

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY, a corporation of the State of Pennsylvania (the Lessor hereof), has let and rented to, A N D

17495  
COPY

N. T. SWEZEY'S SON & CO., a corporation of the State of New York, (the Lessee hereof) has hired and taken from it, the entire second floor of Lessor's Freight House about thirty-eight and seventy-seven hundredths (38.77) feet in width and three hundred ninety-eight and seventy-four hundredths (398.74) feet in length, excepting and reserving the easterly sixty (60) feet of said second floor which is used by the Lessor as a Railroad office, (with the appurtenances) the said structure being situated at the southwesterly corner of Cross Street and Washington Avenue in the Borough of Brooklyn, County of Kings, City and State of New York, the portion of said second floor occupied by the Lessee being about three hundred thirty-eight and seventy-four hundredths (338.74) feet in length and used as a storage room for flour and other commodities and for no other purpose whatsoever.

For a term of three (3) years from the first day of February 1918, until the thirty-first day of January, 1919, unless theretofore terminated as provided in paragraph 2 hereof, (with the preference of renewal for an additional term, the particulars of said possible renewal to be a matter of future adjustment between the parties hereto, provided the Lessee shall notify the Lessor at least six (6) months previous to the termination of the present term of its intention to negotiate conditions for hiring the said premises and appurtenances for such additional term).

At the annual rental of FIFTEEN HUNDRED (\$1500.00) DOLLARS, payable in equal monthly installments in advance on the first



business day of each and every month respectively during the continuance hereof.

IN ADDITION TO THE FOREGOING THE PARTIES AFORESAID HEREBY FURTHER COVENANT AND AGREE THAT:

- (1) The failure of the Lessee to pay the rent when due, after demand, or default in any other covenant hereof, shall at the option of the Lessor work a forfeiture of this lease on Ten (10) Days written notice from the Lessor of such intention (unless within said Ten (10) Days said Lessee shall comply with such several covenants.
- (2) This lease may be terminated by either party hereto giving to the other Ninety (90) days notice in writing, but it is expressly agreed and understood that should the said Lessor give such notice or terminate or forfeit the lease, or should same be terminated by fire, then the said Lessee shall be fully released and absolved from paying any further sum or sums for rentals, except to the amount of the unpaid rent accrued at such termination of the lease at the rate of Fifteen Hundred (\$1500.00) Dollars per year, payable in equal installments in advance on the first day of each month, and which has accrued and remained unpaid at such rate between the date hereof and the said termination.
- (3) The Lessee shall provide all labor incident to, and shall also pay for all electric power used in, operating the two elevators installed by the Lessor for serving the premises hereby demised, (it is understood that the Lessee is not required to take electric power from the Lessor), and shall maintain said elevators in good working order for serving the premises hereby demised, except that the Lessee will not be so required if the same be destroyed or injured by fire, act of God, riot, casualty or accidents not caused by the negligence of Lessee.
- (4) The Lessee shall pay for all artificial light used in illuminating the premises hereby demised as required by its said business, but it is understood that the Lessee is not required to take artificial light from the Lessor.
- (5) The Lessee shall distribute the materials stored on the premises hereby demised so that the weight of pressure on the floor area shall not be greater per square foot at any given point than that allowed by law.
- (6) The Lessee agrees with the said Lessor that in case the building on the premises hereby demised shall be partially damaged by fire at any time during said term, the Lessee shall give immediate notice thereof to the Lessor, who shall thereupon cause the same to



be repaired with all reasonable dispatch, and a proportionate reduction of rent shall be allowed the said Lessee for the time so occupied in repairing such part or parts of said building used by the Lessee as may be so damaged; but in case the premises shall be so damaged that the Lessor shall decide to rebuild, the term shall cease and the accrued rent shall be paid up to the time of the fire, and in case the building generally throughout, (though the hereby demised premises may not be affected) be so injured or destroyed that the Lessor shall decide within a reasonable time to rebuild or reconstruct the said building, then this agreement shall cease and the rent be apportioned up to the time of such injury or destruction.

THE SAID LESSEE HEREBY FURTHER COVENANTS AND AGREES THAT IT WILL:

- (7) Pay the rent as aforesaid.
- (8) Vacate the premises on the termination hereof as herein provided, leaving same, including the present facilities for moving and transferring freight, in as good condition as when entered upon, ordinary wear and tear excepted.
- (9) Keep premises clean as required by the Board of Health, and allow no nuisance to be created.
- (10) Pay water rent (if any) for all water used on the said demised premises.
- (11) Not assign this lease, sublet or use premises for any other purpose than specified, without the written consent of the Lessor.
- (12) The Lessee shall, at its own expense, unload all freight consigned to it within twenty-four hours after it shall have received notice of the arrival thereof.
- (13) The Lessee shall at all times fully insure all its property on the said demised premises in favor of itself, and shall at all times fully indemnify and save harmless the Lessor from and against any and all actions, causes of action, suits, claims and demands whatsoever, which the Lessee or any of its employees may have or claim to have by reason of any injury to property arising upon the demised premises by fire, due to the negligence of the Lessor or any of its employees or otherwise.
- (14) This agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the said party of the first part hereunto by its REAL ESTATE AND TAX AGENT, and the said party



of the second part hereunto by its TREASURER, have signed,  
sealed and delivered this Agreement this tenth day of February,  
1916.

IN PRESENCE OF: THE DELAWARE, LACKAWANNA AND  
WESTERN RAILROAD COMPANY,

(S) E. J. TEELING  
AS TO E. T. L.

BY: (S) E. T. LUKENS (SEAL)  
REAL ESTATE AND TAX AGENT

N. T. SWEZEY'S SON & CO.,

BY: (S) O. H. MONTGOMERY (SEAL)

(S) E. J. DAKIN  
AS TO O. H. M.

TREAS.