

File Unit - 002/002.01-17357.00.02



Series Nbr: 002.01
File Unit Nbr: 17357.00.02
Catalog #: STEA 7158
Accession #: STEA-00033
Category: CORRESPONDENCE
Dates: 1916-1918

Extent	
Count	[Count]1
Extent	[Extent]
Type of Unit	[Type of Unit]FOLDER

Title: DL&W RR--Correspondence--General Superintendent--17357: Joint Switching Agreement--Erie RR and Penna RR/Swift & Company--Harrison, NJ

Add By: RED
Add Date: 9/8/2009 5:03:22 PM
Change By: RED
Change Date: 9/8/2009 5:08:25 PM
Location: 002/002.01-B16-036

Proc By	
Processed By	Pat McKnight
Processing Date	September 2009
Record Id:	50557

Hoboken, N.J., December 28th 1918.

Mr. H. H. Shepard,

General Superintendent.

Dear Sir:-

Referring to your letter of the 16th instant and subsequent reminders, file 17357, with reference to switching service at Swift & Company plant, Harrison, N.J.

Ass't Superintendent J. J. Pierce, went to this plant yesterday, and for your information, I attach hereto result of his interview.

Yours truly,

J. J. Elliott
Superintendent.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.



OFFICE OF ASSISTANT SUPERINTENDENT,

HOBOKEN, N. J. December 28th, 1918.

~~T. M. DENNING~~, J. J. PIERCE,
Assistant Superintendent.

Mr. J. E. Elliott,

Superintendent.

Dear Sir:-

Referring to attached letter from General Superintendent under date of December 16th in reference to the operation at the Swift Beef House at Harrison.

I went to the plant yesterday and interviewed Superintendent Bingham and Traffic Manager Brown and they state that there is no complaint whatever to make except the Penn. Railroad and the Lackawanna Railroad is not operating the North side of the plant and this Mr. Shepard understands that we were not to do inasmuch as we had to use the Erie Railroad tracks to do so. I advised Mr. Bingham that this could not be done inasmuch as the Erie Railroad would not permit it and took that privilege away from the Penn Railroad recently.

However, Mr. Bingham says their Mr. Brady who has charge of the Eastern Territory has a file showing that some years ago, the Lackawanna deeded over all tracks to the Swift Co. that were on their property and that they have discovered that they own the track on the north side of the plant all the way out to the Erie main line, in other words, he claims that they own the track that the Erie claims was theirs, and that by the Lackawanna and Penn. Railroad operating the North side of the Plant, they would in no way use the Erie tracks.

I advised him that this was not the contention of the Erie Railroad and that would have to be settled before we could take any action on operating on that track.

Yours truly,

A handwritten signature in cursive script, appearing to read "J. J. Pierce".
Assistant Superintendent.

17357

December 27, 1918.

17357:

Mr. J. E. Elliott,

Superintendent, Hoboken.

Dear Sir:

I am still awaiting your reply to my letter of December 16th, in regard to switching service at plant of Swift & Company, Harrison, N.J.

Yours truly,

HHS-4

17357

December 20, 1918.

Mr. A. E. Ruffer,
General Superintendent,
Erie Railroad,
50, Church Street, New York.

Dear Sir:

I invite your attention to the attached letter which I have received from Swift & Company in regard to switching at their plant at Harrison, N.J.

We do not care to operate over this track, whether it is or is not owned by the Erie Railroad, but will be glad of your advice as to the facts.

Yours truly,

Copy Mr. W. A. Massey
Gen'l Supt., PRR, N.Y.

HHS-4

17357

UNITED STATES RAILROAD ADMINISTRATION
W. G. MCADOO, DIRECTOR GENERAL OF RAILROADS
DELAWARE, LACKAWANNA & WESTERN RAILROAD
90 WEST STREET, NEW YORK CITY

E. M. RINE
~~GENERAL~~ MANAGER
FEDERAL

Dec. 17th, 1918

File B-309

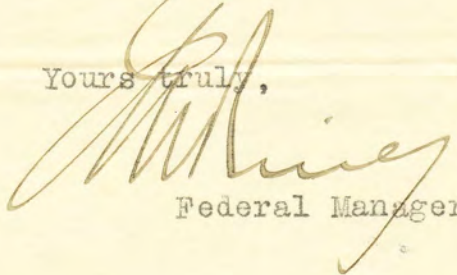
Mr. H. H. Shepard,
General Superintendent

Dear Sir:

I am in receipt this morning copy your letter Dec. 16th to Superintendent Elliott concerning switching at plant of Swift & Co., Harrison, N.J.

I trust this matter will not be permitted to drag along but that definite arrangements will be made one way or another as early as possible, as I understand it, it is the recommendation of yourself, Superintendent Elliott and other officials that we stand on the position we have taken in the matter.

Yours truly,


Federal Manager

17357

December 16, 1918.

17357:

Mr. J. E. Elliott,

Superintendent, Hoboken.

Dear Sir:

In regard to switching at plant of Swift & Company at Harrison, N.J., these people have written a joint letter to Mr. Massey, Mr. Ruffer and the undersigned acknowledging receipt of suggestion that they provide their own switching power, stating that they would take the matter under consideration. Further stated:

"In the meantime the operation of our plant is being curtailed because of the lack of co-operation between the roads you represent, and I trust that you will issue such instructions to your respective officers in charge of the Harrison territory that will bring about as full as possible co-operation"

Please look into the question and see what there is to this complaint, conferring with the Pennsylvania and Erie local officers as may be necessary, and advise.

Yours truly,

Copy 4 Mr. E. M. Rine,
Federal Manager.

17357

Swift & Company (Inc.)

Central Office
32-34 Tenth Avenue
New York

December 14, 1918.

LACKAWANNA R.R.
GEN'L SUPT'S OFFICE

DEC
16
1918

FILE

Mr. R.V. Massy, Gen'l Supt.,
Pennsylvania Railroad,
Pennsylvania Terminal, NYC.

Mr. H.H. Shepard, Gen'l Supt.,
D.L.&W. Railroad,
Scranton, Pa.

Mr. A.E. Ruffer, Gen'l Supt.,
Erie Railroad,
#50 Church Street, NYC

SWITCHING AT SWIFT & COMPANY
HARRISON, N.J.

Dear Sirs:-

Replying to your joint letter of November 29th to our
Harrison people which has been referred to this Department for a reply.

Your suggestions are so much at variance with our
experience that we must indeed give the matter serious consideration
before we can make a reply to you. In the meantime the operation of
our Plant is being curtailed because of the lack of cooperation between
the Roads you represent, and we trust that you will issue such
instructions to your respective Officials in charge of the Harrison
territory that will bring about as full as possible cooperation.

Trans Dept

Yours very truly,

WMC/MC

SWIFT & COMPANY (INC)

Per *Wmc*

17357

December 11, 1918.

17357:

Mr. E. M. Rine,

Federal Manager.

Dear Sir:

Your memorandum of December 10, in regard to the joint operation of tracks serving the Swift plant at Harrison, W.J.

Joint letter, signed by Messrs Massey, Ruffer and the writer, has been sent to Swift & Company but reply has not, as yet, been received.

Respectfully yours,

17357.

UNITED STATES RAILROAD ADMINISTRATION

W. G. MCADOO, DIRECTOR GENERAL OF RAILROADS

DELAWARE, LACKAWANNA & WESTERN RAILROAD

90 WEST STREET, NEW YORK

E. M. RINE
FEDERAL MANAGER

Dec. 10th, 1918.

Mr. H. H. Shepard.

See your letter of November 2nd, and advise present status of agreement with PRR for joint operation of tracks for Swift plant, Harrison.

E. M. Rine.

17357

UNITED STATES RAILROAD ADMINISTRATION

W. G. MCADOO, DIRECTOR GENERAL OF RAILROADS

ERIE RAILROAD

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD

THE NEW JERSEY AND NEW YORK RAILROAD

HUDSON TERMINAL BUILDING

50 CHURCH STREET

NEW YORK

TELEPHONE B480 CORTLANDT

OFFICE OF GENERAL SUPERINTENDENT

December 4th, 1918.

In your reply please refer to

File

Mr. H. H. Shepard,

Genl. Supt., D.L. & W.R.R.,

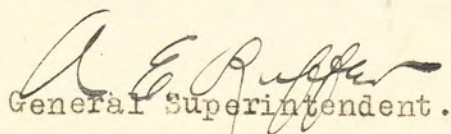
Scranton, Pa.

Dear Sir:-

Beg to acknowledge receipt of your favor of the 2nd inst., file 17357, enclosing two copies of joint letter addressed to Swift & Company, Harrison, regarding switching at their plant by the crews of the three roads.

I have affixed my signature to the original copy and have mailed same direct to the Swift Company.

Yours respectfully,


General Superintendent.

17357

Dec. 2nd, 1918.

17357:

Mr. A. E. Ruffer,
Gen. Supt. Erie R. R.,
New York, N. Y.

Dear Sir:-

I hand you herewith joint letter received from
Mr. Massey of the Pennsylvania Railroad in regard to
switching at Swift & Co.'s Harrison Plant. After sign-
ing same I presume you will transmit this direct to
Swift & Co. One copy of letter is attached for your file.

Yours truly,

HHS-6

UNITED STATES RAILROAD ADMINISTRATION
W. G. MCADOO, DIRECTOR GENERAL OF RAILROADS

PENNSYLVANIA RAILROAD, EASTERN LINES
NEW JERSEY DIVISION
WEST JERSEY & SEASHORE RAILROAD
OFFICE OF GENERAL SUPERINTENDENT
PENNSYLVANIA STATION
NEW YORK

R. V. MASSEY
GENERAL SUPERINTENDENT

November 29th, 1918.

From: Mr. R. V. Massey, General Superintendent.
To: Mr. H. H. Shepard, General Superintendent.
Delaware, Lackawanna & Western Railroad,
Scranton, Penna.
Subject: Switching at Plant of Swift & Company, Harrison,
N.J.

1. In connection with our conference of this morning I enclose herewith letter addressed to Swift & Company, Harrison, N.J. for your signature, after which kindly forward the same to Mr. Ruffer for his signature and transmission to Swift & Company.

2. I also attach hereto two copies of same, one for your file and that of Mr. Ruffer.

R. V. Massey
General Superintendent.

COPY

November 29th, 1918.

From: General Superintendents of Pennsylvania R. R.,
Erie R. R. and Delaware, Lackawanna & Western R.R.

To: Swift & Company,
Harrison, N.J.

Subject: Switching at Plant of Swift & Company, Harrison, N.J.

1. Referring to the meeting which the representatives of the Pennsylvania R.R., Erie R.R., and Delaware, Lackawanna & Western R.R. had with your representatives on November 7th, at which time the question of shifting in your Plant was fully discussed:

2. Your business has now grown to such proportions that it would seem essential that you should have a shifting engine of your own to do all the drilling in your Plant.

3. At the present time it is often necessary for one road to handle cars that have already been placed in order to drill out cars for other lines which results in serious delay to our engines as well as cars and, no doubt, causes considerable inconvenience to your Company, in addition to which it involves an expense for laborers being idle while switching is being performed.

4. If you had your own shifting engine this work could be done at such times as would result with the least inconvenience and delay to your operations. As we see it, there would not be any additional expense to your Company as the charges you are now paying for inter-mill service and the loss of time on account of the continual interference under the present arrangement as well as demurrage caused thereby would more than offset the expense incurred by furnishing your own engine and crew.

5. Other operations, who do not handle near as much business as you do at your Harrison Plant, have found it more economical and advantageous to provide their own engine and crew.

6. Will you kindly advise if you will arrange for this.

Gen'l Supts. to
Swift & Company.

- 2 -

11-29-18.

(SIGNED) R. V. MASSEY

General Superintendent,
Pennsylvania Railroad.

General Superintendent,
Delaware, Lackawanna & Western R.R.

General Superintendent,
Erie Railroad.

17357

November 29, 1918.

Mr. E. M. Rine,

Federal Manager.

Dear Sir:

I am attaching hereto copy of my letter to Federal Auditor Hustis, in accordance your request of November 2nd.

It developed during the discussion that in September, when the P.R.R. had a very large amount of coal on hand for Swift & Company, they arranged with the Erie to use the latter's tracks to reach the cold storage tracks of Swift & Company direct. In this way Swift & Company were relieved of the charge of \$1.25 per car formerly paid to the Erie when the latter spotted these cars. The matter was a verbal arrangement and was cancelled in conference this morning, the Pennsylvania to discontinue using the Erie tracks to handle these cars but deliver them to the Erie, who will place them and charge Swift & Company.

Respectfully yours,

HHS-4

November 29, 1918.

Mr. G. E. Hustis,

Federal Auditor.

Dear Sir:

In regard to the matter of joint operation of tracks of Swift & Company, Harrison, N.J., by the Erie, Pennsylvania and D.L. & W., beg to advise that so far as the question of giving proper demurrage records is concerned Agent Fehon states he has no trouble in this respect, and as regards the question of intermill switching, we do none for this plant.

The Erie does practically the entire intermill switching and, besides, places cars from the north side of the plant for us and also for the Pennsylvania, charging the Swift Company a spotting charge of, I think, \$1.25 per car for this service.

The question of joint switching was gone into on November 7 by Terminal Trainmaster Elmhurst of the Pennsylvania, Trainmaster Fitzgerald of the Erie and Assistant Superintendent Pierce of the D.L. & W., a copy of their report being attached hereto. You will note it was their recommendation that Swift & Company should provide an engine and do their own spotting and intermill work, relieving the railroads of this burden, and following out this recommendation I, this morning, met General Superintendent Massey of the Pennsylvania and General Superintendent Ruffer of the Erie in conference in Mr. Massey's office, at which time we drafted a joint letter putting this proposition

Mr. G.E.Hustie:

- 2 -

up to Swift & Company and urging them to provide their own switch engine, and setting forth that by doing so they would avoid the charges for intermill switching and for spotting above referred to and would also avoid demurrage charges, all of which advantages would probably off-set the expense of the engine.

It is contemplated that if Swift & Company decline to furnish this engine to put the matter up to the Terminal Manager, asking him to take the matter up with them or arrange for one of the three railroads to do the switching for all the roads at this plant, dividing the expense of the engine on a car basis among the three roads. Will give you further advice as to how this matter works out.

Yours truly,

Copy Mr. J.E. Elliott
Mr. E.M. Rine:

HHS-4

P.R.R. - using Erie R.R.
properly handled by
Erie. @ 1.25 paid
by Swift.



Right as above 1400m
Dec 1 - Done

Joint recommendation
Massy
Ruffin
HWS

1 - Swift + Co. do their
own spotting for all
three Roads.

2 - one Road do all
spotting etc

November 27, 1918.

Mr. A. E. Ruffer, Gen'l Supt.,
Erie R.R.,
50 Church Street,
New York City.

Dear Sir:

Your letter November 25 regarding conference
in connection with the switching service at plant of
Swift & Company, Harrison, N.J.

It was arranged with Mr. Massey's office on the
phone last Monday to hold this conference in his office next
Friday, November 29, at ten A.M., of which he was to advise
you. I presume you will make it convenient to attend.

Yours truly,

UNITED STATES RAILROAD ADMINISTRATION

W. G. MCADOO, DIRECTOR GENERAL OF RAILROADS

ERIE RAILROAD

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD

THE NEW JERSEY AND NEW YORK RAILROAD

HUDSON TERMINAL BUILDING
50 CHURCH STREET
NEW YORK

TELEPHONE 8480 CORTLANDT

OFFICE OF GENERAL SUPERINTENDENT

In your reply please refer to
File

November 25, 1918.

Mr. H. H. Shepard,
General Superintendent, D. L. & W. R. R.,
Scranton, Pa.

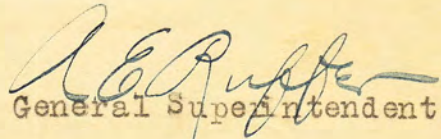
Dear Sir:-

Referring to your favor of the 16th inst.,
file 17357, which was received at my office on the 20th
inst. during my absence, relative to switching arrange-
ments at the plant of Swift & Co., Harrison, N. J.

In view of the amount of switching involved
to serve the plant referred to, concur in the committee's
report that the owners should be required to perform their
own switching, but doubt very much that we will be able to
induce them to do so account of the extra expense involved.
In the event that such an arrangement cannot be effected,
in my opinion, we should service notice on them that all
of their switching will be performed by one line at a
certain hour each day and adhere strictly to this program,
with the exception of the placing of live stock shipments.

Would be glad to meet you and Mr. Massey any
time next Tuesday or Wednesday afternoon to discuss this
matter. Please wire me any day in advance of the time and
date you select in order that I can make my arrangements
accordingly.

Yours truly,


General Superintendent.

Copy to:-
Mr. W. A. Massey,
Genl. Supt. P. R. R.,
New York.



The Delaware, Lackawanna & Western Railroad Co.

Form T. D.
11-17

The telegraph must not be used for business which may be transacted by train without detriment to the Company's interest. Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
				TIME FILED M				M

BE BRIEF.

No 1 ~~From~~ j New York Nov 25th 18.

To H.H.S.

Your letter 16th re-switching at Swift Co plant Harrison N J- will meet you and Mr Massey any time to-morrow or Wednesday P.M. pls wire day in advance of time, and date you select.

A E Ruffer. 3 P.



The Delaware, Lackawanna & Western Railroad Co.

Form T. D.
11-17

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				TIME FILED M				

BE BRIEF.

From Scranton, Pa., Nov 25, 1918

191

To E.M.Rine, New York

Wires exchanged date re. switching service Swift & Company, Harrison. Have since arranged meet Messrs Massey and Ruffer next Friday morning to settle this matter.

H.H.Shepard

5.00 PM

November 25, 1918.

17357:

Mr. R. V. Massey,
General Superintendent, P.R.R.,
New York City.

Dear Sir:

Confirming 'phone conversation date, I
will arrange to meet you and Mr. Ruffer in your office
at 10.00 A.M. next Friday, November 29, in regard to
the switching arrangement at SWIFT & CO'S plant at
Harrison, N.J. I presume you will arrange with Mr.
Ruffer to be present.

Yours truly,

CLASS OF SERVICE	SYMBOL
Telegra.	
Day L.	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 507 LACKAWANNA AVE., SCRANTON, PA.

188NYR28

HN NEWYORK 325P NOV 25 1918

H H SHEPARD

GENL SUPT DL&W SCRANTON PA

YOUR JOINT LETTER SIXTEENTH INSTANT SWITCHING AT HARRISON MR RUFFER
AND I CAN MEET YOU ANY TIME TOMORROW OR WEDNESDAY AFTERNOON PLEASE
WIRE TIME AND PLACE OF MEETING

R V MASSEY

408P



The Delaware, Lackawanna & Western Railroad Co.

Form T. D. 11-17

The telegraph must not be used for business which may be transacted by train without detriment to the Company's interest. Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
				TIME FILED M				

BE BRIEF.

From Scranton, Pa., Nov. 25, 1918. 191

To E.M.Rine, New York.

Yours date regarding switching service Swift Plant Harrison. Wrote Messrs. Massey and Ruffer on Nov. sixteenth trying to make an appointment. Had a reply from Mr. Massey that he was not able to meet me Nov. twenty-second as requested, but would let me know later, and Mr. Ruffer was also unable to meet me, advising he would let me know when he could do so. Have not, however, heard from either of them. Have taken the matter up with them again in an endeavor to make an appointment.

H.H.Shepard.

NO 10 HK NEW YORK NOV 25-18

DELAWARE, LACKAWANNA & WESTERN RAILROAD
TELEGRAM

H H *Shepard* SCRANTON PA

YOUR WIRE 16TH HAS DECISION BEEN REACHED ON
SWITCHING SERVICE SWIFT PLANT HARRISON?

E W RINE.

12:05 PM.



The Delaware, Lackawanna & Western Railroad Co.

Form T. D. 5
11-17

The telegraph must not be used for business which may be transacted by train without detriment to the Company's interest. Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
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BE BRIEF.

From

Scranton Pa Nov. 21, 1918

191

To

H.H. SHEPARD.....Syracuse NY

Message from Mr. Massey of Penna R.R. that he is on inspection trip with Federal Manager and will not be able to meet you November 22. He will advise further.

L.G.B.

10:31 A.M.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 507 LACKAWANNA AVE., SCRANTON, PA.

44NY R 25

PN NEWYORK 1005A NOV 21 1918

H H SHEPARD

GENL SUPR DL&W SCRANTON PA

YOUR LETTER NOVEMBER SIXTEENTH OUT ON INSPECTION TRIP WITH FEDERAL
MANAGER AND WILL NOT BE ABLE TO MEET YOU NOVEMBER TWENTY SECOND WILL
ADVISE FURTHER

R V MASSEY

1016A



The Delaware, Lackawanna & Western Railroad Co.

Form T.
11-17

The telegraph must not be used for business which may be transacted by train without detriment to the Company's interest. Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
607 Lackawanna	B2	Ch	935 P	TIME FILED M				

BE BRIEF.

From

191

Now letter 16th Re switching at Swift and Co Plant Harrison
not received until this Am. Mr Ruffa is on line and it
will be impossible for him to meet you Nov 22nd
I have forwarded letter and he will advise you date he can
meet you.

Cst Ward



The Delaware, Lackawanna & Western Railroad Co.

Form T. D. 5
11-17

telegraph must not be used for business which may be transacted by train without detriment to the Company's interest.
Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
				TIME FILED				

BE BRIEF.

From Scranton, Pa., Nov 16, 1918

191

To

E.M.Rine, New York

Your message re. switching service Swift plant
Harrison. Have matter up with Massey and Ruffer and have
suggested conference at earliest mutual date.

H.H.Shepard

3.00 PM

November 16, 1918.

17357:

Mr. W. A. Massey,
General Superintendent, P.R.R., New York.

Mr. A. E. Ruffer,
General Superintendent, Erie R.R., New York.

Gentlemen:

You have report of Messrs Elmhurst, Fitzgerald and Pierce on the subject of switching arrangements at the plant of Swift & Company, Harrison, N.J., and it would appear that we should either get together on a joint switching arrangement or carry out the suggestion in the report and require Swift & Company to do their own switching. I would be glad of your views on the subject.

The matter is one of sufficient importance to arrange for a joint conference and I would be glad to meet you gentlemen in New York at any convenient time, November 22nd or later

Yours truly,

Copy Mr. E. M. Rine

HHS-4

NOV 11-14-18

WABASH, LACKAWANNA & WESTERN RAILROAD
TELEGRAM

H H SHEPARD SCN

WHAT ^T ACTION HAS BEEN TAKEN ON SWITCHING SERVICE SWIFT
PLANT HARRISON?

SEE JOINT REPORT REPRESENTATIVES OF LINES INTERESTED SENT
YOU NOVEMBER 11 TH

IF QUESTION NOT SETTLED ARRANGE FOR CONFERENCE WITH MESSRS
MASSEY AND RUFFER GIVE JOINT ANSWER TO *Swift*

IT AND CO

AS TO SERVICE THEY CRN EXPECT ANSWER

E O RINE 248 PM

In talking with Pierce today, he says he wrote another letter, which should have accompanied the papers, and will be sent up tonight. Says we have no trouble getting check on the cars, and that our man goes in the yard and gets it. Says while the switching work consumes 12 to 14 hours daily of the three railroads, we do about one third of the switching, and get about 10% of the business.

L.G.B.

11-14-18

Hoboken, N. J., November 13th, 1918.

Mr. H. H. Shepard,

General Superintendent.

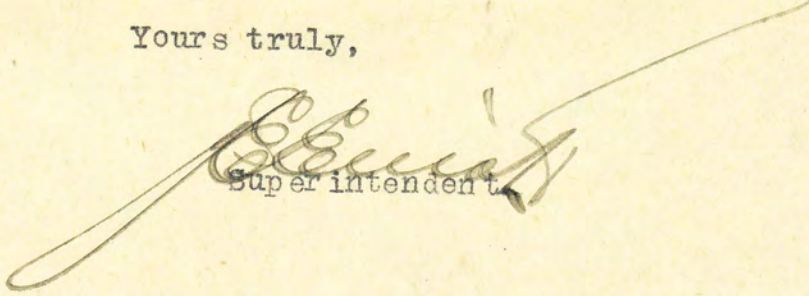
Dear Sir:-

Attached is a blue print and joint letter of an investigation made by Assistant Superintendent Pierce with representatives of the Penn. RR and the Erie RR with representatives of the Swift & Co. Plant at Harrison.

Mr. Fehon states that he has no trouble in the Harrison Plant of making a check of our cars and it is working entirely satisfactory.

We do no intermill switching for this plant.

Yours truly,


Superintendent

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

~~THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY~~

OFFICE OF GENERAL SUPERINTENDENT

H. H. SHEPARD,
~~C. I. PHILLIPS~~

General Superintendent

SCRANTON, PA. November 11th, 1918

Mr. H. H. Shepard,
General Superintendent D.L. & W.R.R.

Mr. R. V. Massey,
General Superintendent P.R.R.

Mr. A. E. Ruffer,
General Superintendent Erie R.R.

Gentlemen:

With reference to letter from General Superintendent H. H. Shepard, under date of November 2nd, in connection with switching service performed at Harrison Branch of Swift & Co., by the P.R.R., Erie and D.L. & W.

Mr. G. B. Elmhurst, Ass't Terminal Trainmaster P.R.R., Mr. H. Fitzgerald of the Erie R.R. and myself, went to Harrison on Thursday November 7th, and had a conference with Mr. Bingham Superintendent, Mr. Brown, Traffic Manager and Mr. Goodrich, Efficiency Expert from Chicago of Swift & Company. Their contention was that the switching should be done by one railroad and it should be done at night to prevent disturbing the lay-out during the day and get rid of a switching charge which they are compelled to pay to the Erie R.R. for spotting cars from the D.L. & W. on the north side of the plant.

The Erie R.R. had a charge of \$730.50 in August and \$895.50 in September. This included mill service performed and spotting cars for all roads. Representatives of the railroads contend that Swift & Co. should have their own engine and crew to perform the switching for the three roads in their plant. The lay-out is such, that one road could not do it unless they have more track facilities on approach to their plant, i.e., they each should have a delivery and a receiving track to interchange cars.

Attached is a blue print furnished by the P.R.R. of the layout of their plant and you will note that the Erie's approach to the plant is more or less on the front or north side and leads into a greater amount of tracks, while the P.R.R. and Lackawanna is a sort of a back door approach, and the bone of contention is with the cars that should be placed in their plant from the Erie lead.

Some two months ago, the P.R.R. received permission from the Erie to use their lead in spotting cars on the North side of the plant on account of the accumulation of coal, and after a trial of two months, they find it is working a hardship in delay

COPY

of their crews while the Erie is switching at the same time in this vicinity and it would be poor policy for the Lackawanna to get into something that has worked a hardship on the P.R.R. and it would only have a tendency to further congest this portion of the track.

The three railroads are now consuming about 12 to 14 hours a day switching in this plant to handle on an average of about 25 cars in and outbound which we contend is a waste of power and consuming too much time for that amount of business and if Swift & Company employed an engine in their plant, it would be a big saving to the railroad and we also contend a saving enough to Swift & Company to cover the expense of their engine.

We feel sure that if the Federal Manager was in possession of all the facts concerning the shifting of cars at Swift's plant as at present performed by the three railroads, he would insist on Swift & Company furnishing their own shifting power the same as many smaller concerns, doing much less business than Swift & Co., along the lines of the three roads, as it has been demonstrated at all points where industries have provided their own shifting power, that it is far more satisfactory, and cars are released more promptly, and there is no friction between the plant and the roads, and none of those doing their own shifting would again give up their own engines.

The above is our recommendation. However, we feel if Swift & Company will not furnish an engine, in order to save power, the switching should be done by one railroad and the expense borne on the basis of the number of cars handled in and out of the plant but we would insist that each road have a delivery and receiving track in order for the railroads to do the switching without delay.

Yours truly,

(Sgd) G.B.Elmhurst,
Ass't Terminal Trainmaster, P.R.R.

(Sgd) H. Fitzgerald,
Trainmaster, Erie R.R.

(Sgd) J. J. Pierce
Ass't Supt., D.E. & W.R.R.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

~~THE~~ DELAWARE, LACKAWANNA & WESTERN RAILROAD ~~COMPANY~~

OFFICE OF GENERAL SUPERINTENDENT

H. H. SHEPARD,
~~C. I. PHILLIPS~~

General Superintendent

SCRANTON, PA. November 2, 1918.

Mr. J. E. Elliott,
Superintendent, Hoboken.

Dear Sir:

You have copy of Federal Auditor Hustis' letter to me of November 1, in regard to service rendered to Swift & Company on the Harrison Branch.

This is a matter which, I agree, should be gone into jointly by yourself and the Superintendents of the P.R.R. and Erie and render a full report.

It has also been suggested that the switching at this plant might be consolidated and done by one railroad. It may be well for you to take up this feature also and see what can be accomplished.

Yours truly,



HHS-4

November 2, 1918.

17357:

Mr. C. I. Leiper, Superintendent,
Pennsylvania Railroad,
Jersey City, N.J.

Dear Sir:

Replying to yours of September 14 on the subject of agreement between your railroad and ours for joint operation of tracks at Swift & Company's plant at Harrison, N.J.

As result of conference held in New York November 1st. it is my understanding that our Legal Department will draw up a revision of the present contract, providing for the change in location of one of your tracks, and further providing that in so far as the tracks which now exist are concerned no charges will be made as between the two railroads for maintenance or interest on cost of tracks jointly used.

It was further agreed that on any tracks which may be built in the future the question of the owning road charging the other road for proportion of maintenance, or interest on cost, will be handled and adjusted as the circumstances might warrant.

Yours truly,

HHS-4

Copy Mr.E.M.Rine
Mr.G.J.Ray
Mr.J.E.Elliott

17357

UNITED STATES RAILROAD ADMINISTRATION
W. G. MCADOO, DIRECTOR GENERAL OF RAILROADS
DELAWARE, LACKAWANNA & WESTERN RAILROAD
90 WEST STREET, NEW YORK CITY

E. M. RINE
GENERAL MANAGER

Nov. 2nd, 1918.

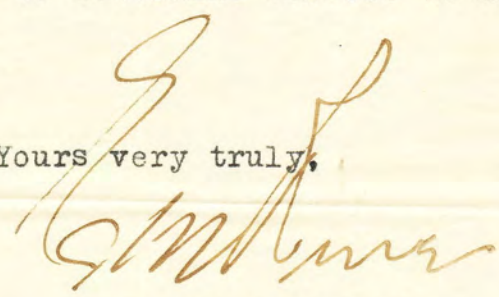
Mr. H. H. Shepard,
General Superintendent.

Dear Sir:-

Have copy of Federal Auditor's letter to you of
November 1st, with regard to service rendered Swift & Co.'s
plant, at Harrison, N. J.

Let me have copy of your reply thereto, after you
have made the necessary check to determine service we have
been rendering at that point.

Yours very truly,



Federal Manager.

17357

November 2, 1918.

Mr. J. R. Elliott,
Superintendent, Hoboken.

Dear Sir:

You have copy of Federal Auditor Hustis' letter to me of November 1, in regard to service rendered to Swift & Company on the Harrison Branch.

This is a matter which, I agree, should be gone into jointly by yourself and the Superintendents of the P.R.R. and Erie and render a full report.

It has also been suggested that the switching at this plant might be consolidated and done by one railroad. It may be well for you to take up this feature also and see what can be accomplished.

Yours truly,

HHS-4

Copy Mr. E. M. Rine
Mr. G. E. Hustis

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, Director General of Railroads
DELAWARE, LACKAWANNA & WESTERN RAILROAD

November 1, 1918.

Mr. H. H. Shepard,
General Supt.,
Scranton, Pa.

PERSONAL



Dear Sir:

We are informed by Assistant Federal Auditor Clark of the Erie Railroad that they have made an investigation as to the service rendered to the Harrison Branch of Swift & Co., and it has been developed that considerable "Inter-Mill" switching service has been rendered for which the Erie Railroad have not yet been paid.

It also develops that there has been some inaccuracy in the reports made as to the releasing of cars due to the fact that when the record is taken, the cars are not always on the same spot at which they are placed, and they are also frequently under lock placed there by Swift & Co., which makes it impossible for the car checker to know whether the cars are actually empty or not.

The investigation thus far has suggested the idea that if any plan is to be made effective to increase our revenue in this direction, it will be necessary for joint action to be taken on behalf of the

Pennsylvania Railroad
Delaware Lackawanna & Western
Erie Railroad

and Assistant General Auditor Donaldson has been invited to look into the matter on behalf of the P.R.R. It is suggested that we do the same and ascertain just what service our Yard Department is called upon to perform within the plant of Swift & Co. at Harrison, and also what check we have as to releasing time of cars unloaded at their plant.

It would appear that the Motive Power of the three roads is used to make the drills regardless of the road which handles the car, by simply making request on the first crew that happens to be on hand when the service is necessary.

Will you please arrange to make whatever check of this situation is needed, and have the information at hand for such use at any time that a joint conference on the subject may be called.

Yours very truly,

A handwritten signature in dark ink, appearing to be "W. G. McAdoo", written over the typed name "Yours very truly,".

copy
and
J.E.
agm
aoL
CSJ



The Delaware, Lackawanna & Western Railroad Co.

Form T. D. 5
11-17

The telegraph must not be used for business which may be transacted by train without detriment to the Company's interest. Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
				TIME FILED M				M

BE BRIEF.

From Scranton Pa Oct 29, 1918

191

To

J E ELLIOTT....Hoboken N.J.

When will you return papers with proposed agreement between DL&W and Penna RR covering operation Swift and Company's plant at Harrison, sent you with my letter September 21.

H H SHEPARD

4:25 PM

17357
OCT 25 1918UNITED STATES RAILROAD ADMINISTRATION
W. G. MCADOO, DIRECTOR GENERAL OF RAILROADSPENNSYLVANIA RAILROAD, EASTERN LINES
NEW JERSEY DIVISION
OFFICE OF SUPERINTENDENT NEW YORK DIVISION
JERSEY CITY, N. J.C. I. LEIPER
SUPERINTENDENT
C. E. BRINSER
ASSISTANT SUPERINTENDENT

October 25, 1918

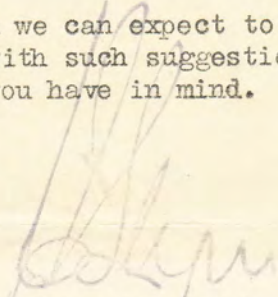
Mr. H. H. Shepard,
General Superintendent D.L. & W.R.R.
Scranton, Penna.

Dear Sir:

You will recall the tentative draft of agreement covering the joint operation of Swift & Co's plant at Harrison, N.J. and your thought that it should not only cover the joint use of the tracks with no reciprocal charges but it should also exclude any reciprocal charge for interest on investment, and which tentative draft we forwarded with our letter of August the 5th.

May we ask if you will advise when we can expect to have this tentative draft of agreement returned with such suggestions as you feel should be made covering the views you have in mind.

Yours truly,


Superintendent.

17357

September 21, 1918.

17357:

Mr. J. E. Elliott,

Superintendent, Hoboken.

Dear Sir:

For your information I am sending you my entire file on the subject of agreement between our railroad and the Pennsylvania railroad for the operation of Swift & Company's plant at Harrison, N.J.

You will note our suggestion to Mr. Leiper was that the agreement be revised to cover the joint use of tracks with no reciprocal arrangement for maintenance or for interest on cost of tracks.

I wish you would take this matter up with Mr. Leiper, as per his letter to me of September 14, and handle to a conclusion on this basis. and return our file.

Yours truly,

Mr. G.J.Ray

HHS-4

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

~~THE~~ DELAWARE, LACKAWANNA & WESTERN RAILROAD ~~COMPANY~~

OFFICE OF GENERAL SUPERINTENDENT

H. H. SHEPARD,

~~G. J. Phillips~~

General Superintendent

SCRANTON, PA.

September 21, 1918.

17357:



Mr. J. E. Elliott,

Superintendent, Hoboken.

Dear Sir:

For your information I am sending you my entire file on the subject of agreement between our railroad and the Pennsylvania railroad for the operation of Swift & Company's plant at Harrison, N.J.

You will note our suggestion to Mr. Leiper was that the agreement be revised to cover the joint use of tracks with no reciprocal arrangement for maintenance or for interest on cost of tracks.

I wish you would take this matter up with Mr. Leiper, as per his letter to me of September 14, and handle to a conclusion on this basis, and return our file.

Yours truly,

HHS-4

UNITED STATES RAILROAD ADMINISTRATION
W. G. MCADOO, DIRECTOR GENERAL OF RAILROADS

PENNSYLVANIA RAILROAD, EASTERN LINES

NEW JERSEY DIVISION

OFFICE OF SUPERINTENDENT NEW YORK DIVISION

JERSEY CITY, N. J.

C. I. LEIPER
SUPERINTENDENT
G. C. KOONS
ASSISTANT SUPERINTENDENT

September 14, 1918

Mr. H. H. Shepard,
General Superintendent, D.L. & W. RR
Scranton, Penna.

Dear Sir:

I have yours of September 7th on the subject of agreement between your Company and the Pennsylvania Railroad for the joint operation of the Swift & Company plant, Harrison, N.J., suggesting that it be revised on the basis of the joint use of tracks with no reciprocal charges for maintenance of interest.

With our letter of August 5th a tentative draft of agreement was forwarded for approval, worked up as a result of the conferences and correspondence between us and therefore, we assumed, covered the revision you suggested.

This tentative draft of agreement was not returned with your letter of September 7th and as I understand it now, it is your thought that it should not only cover the joint use of tracks with no reciprocal charge for maintenance, but it should also exclude any reciprocal charge for interest on investment.

If you still retain this tentative draft of agreement, perhaps you can submit it to the proper person in your organization to revise and handle with us to a conclusion.

With best regards, I remain,

Yours truly,


Superintendent.

17357

September 7, 1918

17357:

Mr. C. I. Loiper,
Superintendent, P.R.R.,
Jersey City, N.J.

My dear Mr. Loiper:-

Your letter of August 5, with regard to the contract covering joint use of tracks at plant of Swift & Company, Harrison, N.J., was addressed to me at Hoboken, but as I am familiar with this subject, I am answering you direct.

Our thought on this whole subject is that we should waive any bill for maintenance of tracks. ~~X~~ We practically agreed to this in conference, as far as maintenance was concerned, and I can see no reason whatever why we should pay you for the use of the short track occasionally used by this company on a valuation of \$22,271.81, while the much longer lead track belonging to the Lackawanna Co., and constantly used by you for switching at the Swift plant, was valued at only \$5,187.23. On this basis you would be paying us \$129.68, while we would have to pay you \$556.80 per annum. I therefore suggest that the agreement be revised on the basis of joint use of tracks with no reciprocal charges for maintenance or interest.

Yours truly,

HHS/m

or interest on cost of same

Copy for J.E.E.
G.J.R.
M.I.D.

The suggested revision submitted by Penna RR refers to paragraph 14; while revision from Registrar of Contracts refers to paragraph 11 as well as 14, agreement dated October 29, 1915.

Working from different angles?

17357
THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

Office of CHIEF ENGINEER

Hoboken, N. J.

August 30th, 1918.

G. J. RAY,
Chief Engineer.

Mr. H. H. Shepard,
General Superintendent.

Dear Sir:

I am returning herewith proposed supplementary contract between the Lackawanna and the Pennsylvania Tunnel and Terminal Railway Company, covering the use of the track to the plant of Swift & Co. at Harrison, N.J.

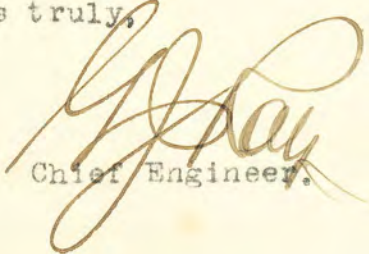
I cannot see that the proposed additional agreement will be any better for this company than the original one, except that it definitely fixes the question of maintenance and it does not put this maintenance matter on a wheelage basis, which cannot be determined, as is the case with the old agreement.

The proposed agreement is most unfair to this company, for the following reasons:

The Pennsylvania Company set a valuation upon their short track, occasionally used by this company, of \$22,271.81, while the much longer lead track belonging to the Lackawanna Company, and constantly used by the Pennsylvania for switching at the Swift plant, was valued at \$5,187.23. Therefore, if the above valuation figures stand, the Pennsylvania will pay the Lackawanna $2\frac{1}{2}\%$ on \$5,187.23 or \$129.68, while the Lackawanna would have to pay to the Pennsylvania $2\frac{1}{2}\%$ on \$22,271.81, or \$556.80 per annum. Furthermore, the cost of maintaining our lead track will be very much more ~~than~~ *than* ~~excess of~~ the cost of maintaining the Pennsylvania's spur track, which we occasionally use.

Conditions in the future may develop which will make the agreement more favorable to this company, but under the existing conditions, I cannot see that it is fair in any manner or respect.

Yours truly,


Chief Engineer.

R-L

The Pennsylvania Railroad Company

New Jersey Division

C. J. Leiper,
Superintendent.

Office of Superintendent New York Division

G. C. Koons,
Assistant Superintendent.

Jersey City, N.J.

August 5, 1918



Mr. H. H. Shepard, Supt.,
D. L. & W. Railroad Co.,
Hoboken, N.J.

Dear Sir:

As a result of your letter of April 13th, suggesting the modification of the contract between your Company and the Pennsylvania Railroad Co. with regard to the use of each other's tracks at the plant of Swift & Company, Harrison, N.J., and subsequent conference and conclusion that was reached, I am able to submit to you a tentative draft of agreement which, if satisfactory to your Company, we will be pleased to have approved by our Railroad Company and submit for execution.

Will you kindly advise with the return of the agreement, your conclusions.

Yours truly,

Superintendent.

17357

August 29, 1918.

17357-----Harrison....Swift & Company's tracks.

Mr. G. J. Ray,

Chief Engineer.

Dear Sir:

Can you now let me have reply to my letter of August 17, re. proposed track between D.L. & W. and the Pennsylvania Tunnel and Terminal Railroad Company covering use of track at plant of Swift and Company at Harrison.

Yours truly,

l-e

17357.

Aug. 17, 1918.

17357; Harrison - Swift & Co. tracks.

Mr. G. J. Ray,

Chief Engineer.

Dear Sir:-

Herewith letter from Supt. Leiper of the Pennsylvania Railroad, together with proposed contract between the D. L. & W. Railroad and the Pennsylvania Tunnel and Terminal Railroad Co., covering the use of track at plant of Swift & Company at Harrison.

Will be glad to have expression of opinion from you on the terms of the proposed agreement.

Yours truly,

1-B

August 14th, 1918

Mr. H. H. Shepard,
General Superintendent,
Scranton, Pa.

Dear Sir:--

I return herewith your file of correspondence on the subject of agreement with the Pennsylvania for use of tracks at Harrison and also enclose supplemental agreement which has been prepared by our Legal Department, and which, you will note, modifies articles eleven and fourteen of the agreement of October 29th, 1915, by eliminating all reference to the matter of maintenance of tracks, leaving it to be inferred that each road will maintain its own tracks.

Will you please send these papers to the Pennsylvania people for signature and after they have signed return them to me and I will ask President Truesdale to execute on behalf of this Company.

The execution of this paper will dispose of the matter of maintenance, but there is still open the question of rental to be paid by each Company to the other from the date the contract became effective, and I gather from all the correspondence that Mr. Ray is still far from willing to accept bill for rental on basis of the valuation of their tracks claimed by the Pennsylvania.

Will you take this matter up with him and with

the Pennsylvania and endeavor to arrive at some understanding and agreement. If we can not come to some agreement, it would seem as though the matter would have to be submitted to arbitration as provided in the fifteenth article of the agreement.

Yours very truly,

W. D. Bailey

17357

Hoboken, N.J., August 9th 1918.

10154

Mr. H. H. Shepard,

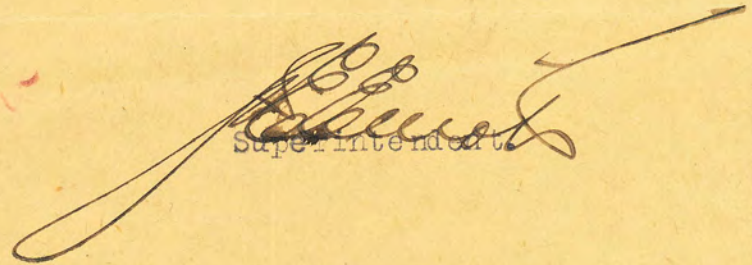
General Superintendent.

Dear Sir:-

Please note the attached letter from Supt. Leiper of the P.R.R., attaching contract between our Company and the P.R.R., with regard to the use of each other's tracks at plant of Swift & Company, Harrison, N. J.

I note from the file that you made an exhaustive investigation in connection with this matter, hence, I am referring papers to you, asking if you will kindly advise if contract meets with your approval.

Yours truly,


Superintendent

SUPPLEMENTAL AGREEMENT, made this day of
 , 1918, between THE DELAWARE, LACKAWANNA AND
WESTERN RAILROAD COMPANY, a corporation of the State of
Pennsylvania, party of the first part, and the PENNSYLVANIA
TUNNEL AND TERMINAL RAILROAD COMPANY, a corporation of the
States of New York and New Jersey, party of the second part.

WHEREAS the parties hereto entered into a certain
agreement in writing, dated October 29th, 1915, in and by which
they licensed and permitted each other to use certain of the
tracks owned by them, respectively, at and in the vicinity of
the plant of Swift & Company, near Harrison, in the County of
Hudson and State of New Jersey, to which agreement reference is
hereby had for greater particularity; and

WHEREAS, the yearly maintenance charge which each
of the parties is required to pay to the other under Article
"FOURTEENTH", paragraph "(b)" of said agreement has proven to be
difficult of computation, and the parties desire to modify and
amend said agreement in the manner hereinafter provided;

NOW THEREFORE, IT IS AGREED:

1. Article "ELEVENTH" of said agreement dated
October 29th, 1915, is hereby amended to read as follows:

"Each party shall have the right to grant
from time to time as it may desire, to any other party
or parties, trackage rights over, or the right to use
in any other way or for any other purpose, its said
tracks covered by this agreement; provided, however,
that any such rights or use shall not interfere with
the proper use of said tracks as herein contemplated

rental charge received by it for any such rights or use from any other party or parties, shall work a proportionate reduction in the rental charge to be paid by the other party hereto under this agreement."

2. Article "FOURTEENTH" of said agreement dated October 29th, 1915, is hereby amended to read as follows:

"FOURTEENTH: Each party hereto agrees to pay to the other party for the use of its said tracks a yearly rental charge equivalent to one-half of the interest, at the rate of five per centum (5%) per annum on a fair valuation of the tracks so used by it. If the parties hereto shall be unable to agree at any time upon the fair valuation of said tracks, such valuation shall be determined by arbitrators to be appointed in the manner provided in Article Fifteenth hereof.

The said rental charge shall be paid annually. Each party shall render its bill therefor against the other party not later than the 20th day of January for the business of the preceding year, and payment thereof shall be made not later than the last day of said month. If any question or dispute shall arise as to any such bills, either party shall have the right to examine the books and records of the other to verify the settlement required to be made hereunder."

Except as hereinabove changed and modified, said agreement dated October 29th, 1915, shall remain in full force and effect.

spective presidents and their respective corporate seals to be hereunto affixed, attested by their respective secretaries, the day and year first above written.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY,

Attest: BY _____ President.

Secretary.

PENNSYLVANIA TUNNEL AND TERMINAL RAILROAD COMPANY,

Attest: BY _____ President.

Secretary.

17385

July 20, 1928.

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:

In order that you may be fully informed, I hand you herewith my entire file in regard to the joint use of tracks at the Swift plant at Harrison, N.J.

You will note that the date on which the P.R.R. started to use our tracks is quite indefinite, but was some time during the latter part of 1916. There has apparently been no record kept by either Company as to the number of cars handled by the other Company over their tracks. Further, you will note that the clause in the contract apportioning the cost of maintenance of tracks was entirely impracticable and the recommendation embodied in my letter of April 30, as Superintendent of the M. & E. Division, to General Superintendent, should, I think, be embodied in a modified contract. Further, if a new agreement is to be drawn there should, no doubt, be a re-valuation of the tracks, as suggested by Chief Engineer Ray, and we should be relieved paying to the Pennsylvania Railroad Company a rental charge which we agree the Pennsylvania Company has no right to make against us.

I presume you will handle with the Legal Department to draw up a modified contract, or if this is

not considered necessary the agreement made as to off-setting
the maintenance of jointly used tracks with the P.R.R. can
be embodied as an additional clause in the contract.

Yours truly,

HHS-4

17357
THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

Office of CHIEF ENGINEER

Hoboken, N. J.

July 17th, 1918.

G. J. RAY,
Chief Engineer

Mr. H. H. Shepard,
General Superintendent.

Dear Sir:

I am returning herewith file of papers pertaining to contract covering joint use of tracks at Swift & Company's plant at Harrison, N.J.

I note what you say with respect to this question and to the effect that the joint conference had nothing whatever to do with the rental but simply referred to the question of the two railroad companies billing each other for their proportional cost of the maintenance of joint tracks.

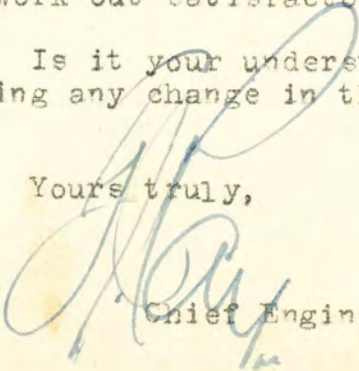
I can see no serious objection to the arrangement agreed upon by you and Mr. Doughty if it is understood that this arrangement is only to cover the actual cost of maintaining the joint tracks, but what I do object to is the fact, that under the existing agreement, the Pennsylvania Company bill us for a big charge based upon the high value of a very expensive piece of construction.

Under my interpretation of the contract, they had no right whatever to make any such bill against this company

I agree with you some more simple way should be adopted to handle the maintenance charges and I am willing to go along, if the arrangement you have proposed will work out satisfactorily to all concerned.

Is it your understanding this can be done without making any change in the former agreement?

Yours truly,


Chief Engineer.

R-L

17357
July 13, 1918.

Mr. E. M. Rine,

General Manager.

Dear Sir:

I return herewith papers enclosed with yours
July 11, relative proposed sale of right of way to Swift &
Company at Harrison, N.J.

I see no objection to carrying out the arrange-
ment as outlined by Mr. Duke.

Respectfully yours,

HHS-t

17357
THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

90 West Street, New York.

E. M. RINE,
Vice-President and General Manager.

July 11th, 1918.

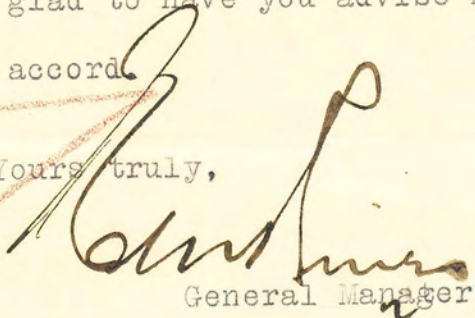
Mr. H. H. Shepard,
General Superintendent.

Dear Sir:-

Note Mr. Duke's letter to me of the 11th, with blue
print covering sale of lands to Swift & Co., at Harrison.

He has outlined the recommendations of the various
departments and I will be glad to have you advise me at an
early date, if you are in accord.

Yours truly,


General Manager.

E. M. Rine

17357
July 4, 1917.

17357:

Mr. G. J. Ray,

Chief Engineer.

Dear Sir:

The attached file refers to the contract with regard to the joint use of tracks at Swift & Company's plant at Harrison, N.J.

This correspondence started out to find out a practicable way to apportion the expense of maintaining tracks owned by the D.L. & W. and Pennsylvania Railroad, respectively, and used jointly by each company in serving this plant, the basis proposed in the contract having been found to be entirely impracticable. The suggestion made at joint conference with the Pennsylvania contemplated only this feature; had nothing whatever to do with the rental, but simply referred to question of the two railroad companies billing each other for proportion of maintenance of joint tracks, which amounts would, we felt, be small in any event and would practically off-set each other. Am I to understand that you object to this conclusion?

Yours truly,

HHS-t

17357

UNITED STATES RAILROAD ADMINISTRATION
THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

90 West Street, New York.

E. M. RINE,

Vice-President and General Manager.

June 19th, 1918.

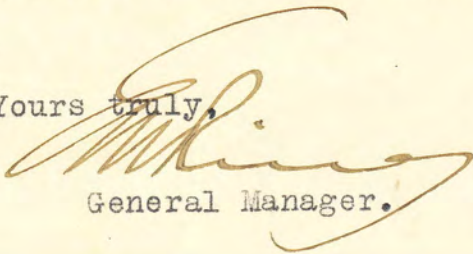
Mr. C. J. Phillips,

General Superintendent

Dear Sir:

Referring to yours June 17th, file 17357, re joint use with the Pennsylvania RR. of track serving plant of Swift & Company at Harrison, N.J. It is not my understanding from the correspondence, that the D.L.&W. is to waive its charge against the Pennsylvania for rental, and a fair allowance for maintenance of our track outside that sold to Swift & Company, as per agreement of April 29th, 1916, which they have used in moving cars to and from the plant, and this feature should be looked after in any settlement which may later be agreed upon. Outside of this there are no objections to handling the matter as you and Mr. Ray recommend.

Yours truly,


General Manager.

17357
June 17, 1918.

17357: Harrison, Swift & Co. Plant

Mr. E. M. Rine,

General Manager.

Dear Sir:

Referring to yours of June 5, file B-309 and previous correspondence relating to joint use with the Pennsylvania RR of track serving plant of Swift & Company at Harrison:

We have conferred further with Chief Engineer Ray in regard to this proposition and I enclose copy of his letter dated June 14. In view of the statement made, to the effect that Swift & Company are buying the tracks located on their property and are purchasing additional real estate on which tracks are located, it seems to us we should hold the matter in abeyance until ownership is definitely determined.

Yours respectfully,

CJP-C

Hoboken, N.J., June 14, 1918.

Mr. C. J. Phillips,
General Superintendent.

Dear Sir:

I return herewith correspondence sent with yours of the 6th, having reference to changing the contract which now exists between this company and the Pennsylvania Railroad for the maintenance of tracks serving Swift & Company packing plant at Harrison, N. J., dated October 29, 1915.

After very carefully considering this entire matter, I do not believe that we should revise the agreement in question on the basis as outlined or agreed upon by Superintendent Shepard, Mr. Doughty and the Pennsylvania people at the time meeting was held to consider the question. My reasons for so concluding are as follows:

1st: Since the above agreement was executed, Swift & Company purchased all of the Lackawanna tracks in the Swift plant. The Lackawanna now owns the lead track only from the old location of Frank Creek south.

Furthermore, Swift & Company at the present time have up with Mr. Flynn the question of purchasing that part of our lead track and right-of-way between the old location of Frank Creek, near the Pennsylvania crossing, south to the center line of Boulton Avenue. Since they are so anxious to buy all of our tracks located within the present boundary lines of their property, I assume that likewise they have negotiated with the Pennsylvania for the purchase of the one track they own and which track crossed the Swift tracks approximately at right angles.

not
In Mr. Fay's letter to Mr. Flynn of May 2nd, with respect to the purchase of the track, he states that they will negotiate an operating agreement with this company covering our operation over their tracks after this sale has been consummated. For the above reason alone, it seems to me it would be good business not to make any change in the former agreement with the Pennsylvania Railroad until we know where we are at with Swift & Company.

2nd: The agreement of October 29, 1915, provides that the Lackawanna will pay a rental based on the value and for maintenance on a wheelage basis for the use of any tracks now built or hereafter constructed and owned by the Pennsylvania Company to serve industries located within the green area on the attached map. Likewise, the Pennsylvania is to pay a rental based on the value and for maintenance on a wheelage basis for the use of all tracks constructed and owned by the Lackawanna Company within the red area on the attached map. I find nothing in the agreement which in any manner pertains

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

Office of CHIEF ENGINEER

Hoboken, N. J.

G. J. RAY,
Chief Engineer.

June 14, 1918.

Mr. P. J. Flynn,
Vice-President.

Dear Sir:

Referring to your letter of May 9th, concerning request of Swift & Company that the Lackawanna sell the latter company a portion of our right-of-way and tracks leading to their plant at Harrison:

I am sending you the information called for with respect to blue prints and the value of the land and tracks in question.

Some of our people have raised a question to the effect that the Swift people desire to purchase this additional amount of track in order that they may permit the Pennsylvania Railroad to construct a connecting track to portions of their new plant, across the property between Boylan Street and the present location of Frank Creek. Whether or not this may be true, I cannot see that it makes very much difference since we have already sold them the rest of the tracks at the plant, and they now have a storage shed between Boylan Avenue and Frank Creek. I cannot see any real good reason why we should not consent to the sale of the track and right-of-way north of Boylan Avenue, as shown on the blue print.

In connection with this, I am sending you copy of letter written to Mr. Phillips today concerning the contract between our company and the Pennsylvania Railroad on maintenance of the tracks serving Swift & Company's plant.

Yours truly,

RM

G. J. Ray
Chief Engineer.

Cy Meers E. M. Rine
C. J. Phillips

17357
June 6, 1918.

17357:

Mr. G. J. Ray,

Chief Engineer, Hoboken, N.J.

Dear Sir:

I hand you correspondence having reference to amending the contract as between our Company and the Pennsylvania Railroad Company for the maintenance of the tracks serving the Swift & Company's packing plant at Harrison, N.J.

It is alleged, and I think properly so, that the original contract, providing for maintenance on a wheelage basis, is impractical, in that every move is simply a switch movement, using certain tracks as a lead where engines and cars are shunted to and fro, switching out empties and placing loads, and it is all but impossible to get or maintain what would be termed a correct wheelage basis under the provisions of the contract. It is, therefore, desired to arrive at some different and more equitable basis for determining the maintenance charge which each company shall bear, and it seems to me that Division Engineer Doughty and Superintendent Shepard have arrived at as probably a fair and equitable basis as we can hope to reach. I am requested by Vice President & General Manager Rine to confer with you and that we agree upon a basis which will meet the requirements and be satisfactory and am, therefore, submitting this

Mr. Rine:

- 2 -

correspondence to you for an expression of your views as to what basis we should agree upon, if the basis set forth by Messrs Doughty and Shepard does not meet with your approval.

Your early reply, with return of attachments, will be appreciated.

Yours truly,

CJP-t

Copy Mr. E.M.Rine:

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

90 West Street, New York.

June 5th, 1918.

E. M. RINE,

Vice-President and General Manager.

File B-309

Mr. C. J. Phillips,

General Superintendent

Dear Sir:

Have you reached a conclusion in connection with joint use with the Pennsylvania Railroad of certain tracks serving Swift & Company, plant, Harrison, N.J.?

Please advise promptly.

Yours truly,

E. M. Rine
V. P. & G. M.

Ly B
How now?
1918 6/6

17357

Hoboken, N.J., May 29th 1918.

Mr. C. J. Phillips,

General Superintendent.

Dear Sir:-

Returning letter from Principal Ass't Engineer Neafie, enclosed with yours of May 22nd.

Beg to advise that Mr. Neafie's letter does not in any way change our opinion that the decision reached in conference with the P.R.R. people, relative maintenance of joint tracks at Swift & Co.'s plant Harrison was entirely fair and proper.

I invite your attention to a letter bearing on this subject from Division Engineer Doughty. The conference in question concerned only the question of the satisfactory method of arriving at and apportioning the cost of maintenance of tracks used jointly, inasmuch as the contract as drawn was impracticable.

If it is desired to draw a new agreement, I have no objection whatever, but I have nothing to change in my letter to you of April 30th. Please return Mr. Doughty's letter to me when it has served your purpose.

Yours truly,

H. H. Shepard
Superintendent.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

ENGINEERING DEPARTMENT

May 27th, 1918.

Mr. H. H. Shepard,
Superintendent,
Hoboken, N. J.

Dear Sir:-

Answering your letter of May 24th on the subject of maintenance of joint track with the Pennsylvania Railroad Co. at Swift & Company's plant at Harrison, N. J., and returning copy of letter from Mr. Neafie to Mr. Ray on the subject, ~~and~~ will say that the point raised by Mr. Neafie in the first paragraph of his letter in regard to amount which the Pennsylvania Company have billed us for rental of certain tracks they own was not brought up at our conference on the ground. However, in case it is decided to modify the entire agreement, the feature as to the value of track owned by each Company should, no doubt, be gone into and an effort made to settle all questions in connection therewith on their merits.

As to the maintenance of tracks owned by the two Companies referred to in the second paragraph of Mr. Neafie's letter, and which is the subject which was discussed at our conference with representative of the Pennsylvania Railroad Company on the ground, will say that I see nothing in Mr. Neafie's letter to change my views on this point.

The Pennsylvania Railroad Company in drilling the Swift Plant will ordinarily use only about 750 ft. of track belonging to the Lackawanna Railroad instead of 1250 ft. as suggested by Mr. Neafie, and the length which they will use will be still further reduced by about 250 ft. in case the Swift Company purchase that length of track which we own north of Boylan Avenue and which they now wish to purchase. Also the track belonging to the Pennsylvania Railroad Company which is used by the Lackawanna Company for switching the Swift Company's plant is 800 ft. in length.

This track owned by the Pennsylvania Railroad Company also has a number of crossing frogs which increase the cost of its maintenance and the statement in Mr. Neafie's letter that any crossings maintained is a question between the Pennsylvania Railroad Company and Swift & Company was evidently made without considering the use made of this track by the Lackawanna Railroad Company.

In view of the above facts, and in view of the small total expense of maintenance of either Company, in my opinion the decision reached on the ground that each Company should maintain its own tracks was satisfactory and I do not think it

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

ENGINEERING DEPARTMENT

-2-

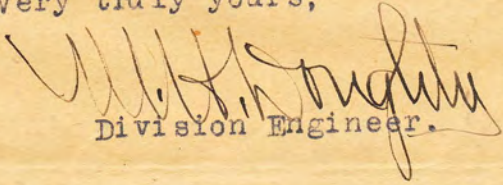
would be economical or advisable to try to divide the small amount of maintenance cost on tracks used jointly and arrange that each Company should bill the other for part of maintenance of tracks owned by it but used by the two Companies. I believe that preparation and checking of such bills, and correspondence in connection therewith would cost more money than any possible gain to either Company which might be brought about by having the cost of maintenance subdivided on the basis of wheelage or any other basis.

If entire new agreement is to be drawn, it should be submitted to the Legal Department and the revaluation of tracks should, no doubt, be made as suggested by Mr. Neafie.

It is my understanding that our conference on the ground was to consider only question as to whether some satisfactory method for dividing the cost of maintenance of joint tracks could be devised as it was admitted all around that it was impossible to work out proportions on wheelage basis as contemplated in original agreement.

I am satisfied that our conclusion that it would be best for each Company to maintain tracks owned by it was the correct conclusion, but if it is now desired to entirely change the agreement that is quite another matter and this seems to be the question which Mr. Neafie has in mind.

Very truly yours,


Division Engineer.

MHD/R

Copy: Mr. Ray.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.
ENGINEERING DEPARTMENT

17357

May 27th, 1918.

Mr. H. H. Shepard,
Superintendent,
Hoboken, N. J.

Dear Sir:

Answering your letter of May 24th on the subject of maintenance of joint track with the Pennsylvania Railroad Co. at Swift & Company's plant at Harrison, N. J., and returning copy of letter from Mr. Neafie to Mr. Ray on the subject, will say that the point raised by Mr. Neafie in the first paragraph of his letter in regard to amount which the Pennsylvania Company have billed us for rental of certain tracks they own was not brought up at our conference on the ground. However, in case it is decided to modify the entire agreement, the feature as to the value of track owned by each Company should, no doubt, be gone into and an effort made to settle all questions in connection therewith on their merits.

As to the maintenance of tracks owned by the two Companies referred to in the second paragraph of Mr. Neafie's letter, and which is the subject which was discussed at our conference with representative of the Pennsylvania Railroad Company on the ground, will say that I see nothing in Mr. Neafie's letter to change my views on this point.

The Pennsylvania Railroad Company in drilling the Swift plant will ordinarily use only about 750 ft. of track belonging to the Lackawanna Railroad instead of 1250 ft. as suggested by Mr. Neafie, and the length which they will use will be still further reduced by about 250 ft. in case the Swift Company purchase that length of track which we own north of Boylan Avenue and which they now wish to purchase. Also the track belonging to the Pennsylvania Railroad Company which is used by the Lackawanna Company for switching the Swift Company's plant is 800 ft. in length.

This track owned by the Pennsylvania Railroad Company also has a number of crossing frogs which increase the cost of its maintenance and the statement in Mr. Neafie's letter that any crossings maintained is a question between the Pennsylvania Railroad Company and Swift & Company was evidently made without considering the use made of this track by the Lackawanna Railroad Company.

In view of the above facts, and in view of the small total expense of maintenance of either Company, in my opinion the decision reached on the ground that each Company should maintain its own tracks was satisfactory and I do not think it would be economical or advisable to try to divide the small amount of maintenance cost on tracks used jointly and arrange that each Company should bill the other for part

COPY

2 maintenance of tracks owned by it but used by the two Companies. I believe that preparation and checking of such bills, and correspondence in connection therewith would cost more money than any possible gain to either Company which might be brought about by having the cost of maintenance subdivided on the basis of wheelage or any other basis.

If entire new agreement is to be drawn, it should be submitted to the Legal Department and the revaluation of tracks should, no doubt, be made as suggested by Mr. Neafie.

It is my understanding that our conference on the ground was to consider only question as to whether some satisfactory method for dividing the cost of maintenance of joint tracks could be devised as it was admitted all around that it was impossible to work out proportions on wheelage basis as contemplated in original agreement.

I am satisfied that our conclusion that it would be best for each Company to maintain tracks owned by it was the correct conclusion, but if it is now desired to entirely change the agreement that is quite another matter and this seems to be the question which Mr. Neafie has in mind.

Very truly yours,

(Sgd) M. H. Doughty,

Division Engineer.

MHD/R

17357
May 22, 1918.

17357:

Mr. H. H. Shepard,
Superintendent, Hoboken.

Dear Sir:

Calling attention to your letter of April 30, having reference to the maintenance as between our Company and the Pennsylvania Railroad Company of certain tracks serving the Swift Company's packing plant at Harrison, N.J.

This matter was referred to the Engineering Department and we are just in receipt, through V.P. & G.M. Rine's office, of attached communication from P.A.E. Neafie, which would indicate that this matter has not been gone into as thoroughly as it should before submitting it to the Pennsylvania people for a revision of the contract.

I wish you would take the matter up further and let us have early advice, with recommendations, taking into consideration the points raised by Mr. Neafie.

Yours truly,

CJP-t

17357
THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

90 West Street, New York.

E. M. RINE,

Vice-President and General Manager.

May 20, 1918

File B-309

Mr. C. J. Phillips,

General Superintendent

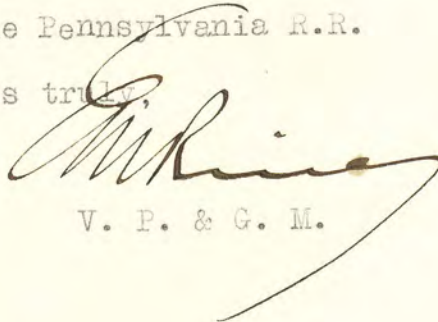
Dear Sir:

Referring to your letter May 1st file 17357 in regard to joint use with the Pennsylvania of certain tracks serving Swift & Co. Plant, Harrison, N.J.

I enclose herewith a letter written by Principal Asst. Engineer Neafie to Chief Engineer, in which he takes exception to the proposed method of settlement for maintenance of tracks, etc., Mr. Ray concurring in the views expressed.

In order to have this matter satisfactorily adjusted, I wish you would arrange to confer with the Engineering Dept. and endeavor to reach some conclusion which will be mutually satisfactory and agreeable to the Pennsylvania R.R.

Yours truly,


V. P. & G. M.

1735-1
May 18, 1918.

17357:

Mr. E. M. Rine,

Vice President & General Manager.

Dear Sir:

Referring to yours May 16, file B-309,
pertaining to arrangement with the P.R.R. for joint
use of certain tracks serving Swift & Company's
plant at Harrison, N. J.

I replied to your notation on my letter
of April 9, under date of May 1, sending copy of same
to Registrar of Contracts Dailey. Your office has
since been furnished with copy of this letter.

Respectfully,

2-v.

C O P Y

Hoboken, N. J.
May 17, 1918.

Mr. G. J. Ray,
Chief Engineer.

Dear Sir:

I have Mr. Phillips' letter of May 1st, and Mr. Doughty's letter of May 4th, covering a conference held between representatives of the Pennsylvania Railroad, Swift & Co, and the Lackawanna Railroad, covering agreement of October 29th, 1915, between the Lackawanna Railroad and the Pennsylvania Railroad.

Wish again to refer to my letter of November 16th, 1917, relative to bill presented by the Pennsylvania Railroad against the Lackawanna Railroad - they presenting a bill covering a value of \$22,271.81 for their trackage in connection with this plant. Considering this valuation, as I remember the bill, it amounted to \$556.80. This we refused to pay on the grounds that the track as represented in this valuation and bill as presented are not within the area as indicated by Exhibit "A" as shaded in green. The tracks represented in this valuation are largely in the area shaded in red. Under the agreement we are not expected to reimburse the Pennsylvania Railroad for any trackage out of this area. Therefore, considering the question of their valuation for trackage of \$22,271.81 and a bill upon this basis of \$556.80, same should not be paid or considered in any re-arrangement or any re-adjustment in connection with this agreement.

As to maintenance of said tracks, I do not believe it a fair proposition or a fair basis to ask the Lackawanna Railroad to maintain their lead track into the Swift Plant, upon which 90% of the drill movement is handled as an offset against the Pennsylvania people maintaining their portion of their lead track into this plant, as it is not necessary for this company to utilize the Pennsylvania tracks at all to reach this plant. This company did business in connection with this plant for thirty years prior to the Pennsylvania having a track or switch within its limits, and served each and every industry in connection with the Swift Industrial location. We have trackage in connection with the different plants upon this property and I cannot understand why we should maintain 1250 ft. of track for the use of the Pennsylvania Railroad.

Note in Mr. Phillips' letter they take into consideration the crossing frogs that are located in connection with these industry tracks. The Lackawanna Railroad Co., has nothing to

do with these crossing frogs. They are not on the property of the Lackawanna Railroad, neither are they connected with tracks owned or maintained by the Lackawanna Railroad and any crossing maintenance is a question between the Pennsylvania Railroad and the Swift people and not the Pennsylvania RR and the Lackawanna RR and I wish to place my objections at this time in connection with any such arrangement as suggested in letters herewith attached.

I, however, objected to the agreement when it was made, as I did not believe it was possible to take care of the maintenance in connection with this plant and the Pennsylvania RR on a wheelage basis and this factor has developed. I do believe some fair basis of maintenance should be arrived at upon the cost of maintaining our track per annum and if we figure on using the Pennsylvania's track to serve the Fertilizer Plant, which in my mind is unnecessary, we should pay a fair part of the maintenance for the portion of track we use in connection with the business we place over it. Our lead is heavily used, while the Pennsylvania's lead is used only occasionally by this Company.

I believe the entire matter should be submitted to the Legal Department, as the agreement was drafted by our Legal Dept. and I do not believe we should pay to the Pennsylvania Railroad for any track maintenance within the area as indicated in red and covered by agreement.

If a new agreement is reached and a valuation of tracks is taken, we wish to re-value our tracks serving this plant, as the Pennsylvania have valued their track at about four times the value of our tracks.

Yours truly,

(Signed) A. J. Neafie,
D.A.E.

17357
THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

90 West Street, New York.

E. M. RINE,
Vice-President and General Manager.

May 16th, 1918.

File B-309

Answer
Mr. C. J. Phillips,
General Superintendent

Dear Sir:

Referring to your letter April 5th which was returned with notation in regard to joint use tracks of P.R.R. and this company serving Swift & Co.'s plant at Harrison, N.J.

Please advise the present status of this matter.

Yours truly,

Em Rine
V. P. & G. M.

17357
May 1, 1916.

17357:

Mr. E. M. Rine,

Vice President and General Manager.

Dear Sir:

Referring to my letter of April 9 to Superintendent Shepard, your copy of which is returned herewith, pertaining to joint use with the Penna. R. R. Co. of certain tracks serving the Swift & Company plant at Harrison, N. J:

As directed, Superintendent Shepard held conference with Division Engineers Skillman and Assistant Trainmaster Elmhurst of the Pennsylvania R. R. for the purpose of determining upon a more workable basis in view of the difficulties that have arisen in connection with the plan of settlement as outlined in the contract. With Superintendent Shepard were Division Engineer Doughty, Terminal Trainmaster Foltz, Division Freight Agent Lane, Agent Fehon and Yardmaster Smith. All of the details entering into the matter were considered and Superintendent Shepard's recommendation is as follows:

"It was the opinion of all present, that apportioning maintenance charge on a per car basis was impracticable, as it would be extremely difficult and expensive, if not impossible, to keep a record of car movement, loaded and empty, over said track.

After talking the matter over thoroughly, it was suggested by Division Engineer Doughty, and agreed to by all concerned, that it would be entirely equitable

May 1, 1918

for each road to maintain it's own track, which is used jointly, and thus do away with all records, bills against each other, etc.

While it may be a fact that the Pennsylvania used our track to a somewhat greater extent than we used theirs, yet, on the other hand, their track contains a number of crossing frogs which will make the maintenance of said track more expensive than ours.

We , therefore, feel that this arrangement is entirely fair and should be embodied as an amendment to the contract, and so recommend."

To my mind this is entirely equitable and would relieve both companies of considerable clerical work in connection with obtaining and maintaining records of cars, etc., and, at the same time would mean very little if anything from a financial standpoint. It also occurs to me that the present contract, dated October 29, 1915 could be amended in line with Superintendent Shepard's suggestions, the liability clause covering the joint operation to remain in force.

If this is agreeable I assume you will desire to arrange with the Legal Department for a supplemental agreement to be submitted to the Pennsylvania Railroad Company for their approval.

Yours respectfully,

2-c

Copy to Miss M. I. Dailey

17357
Hoboken, N. J., April 30th, 1918.

Mr. C. J. Phillips,

General Superintendent.

Dear Sir:-

This morning I had a conference on the ground with Division Engineer Skillman and Assistant Trainmaster Elmhurst of the Pennsylvania, with reference to contract covering joint use of tracks at Swift & Company plant, at Harrison.

For our company there were present, Division Engineer Doughty, Terminal Trainmaster Foltz, Division Freight Agent Lane, Agent Fehon at Newark and Yardmaster Smith at Harrison.

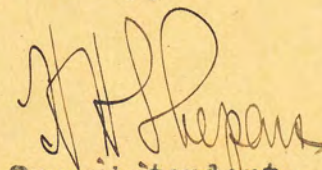
It was the opinion of all present, that apportioning maintenance charge on a per car basis was impracticable, as it would be extremely difficult and expensive, if not impossible, to keep a record of car movement, loaded and empty, over said track.

After talking the matter over thoroughly, it was suggested by Division Engineer Doughty, and agreed to by all concerned, that it would be entirely equitable for each road to maintain it's own track, which is used jointly, and thus do away with all records, bills against each other, etc.

While it may be a fact that the Pennsylvania used our track to a somewhat greater extent than we used theirs, yet, on the other hand, their track contains a number of crossing frogs which will make the maintenance of said track more expensive than ours.

We, therefore, feel that this arrangement is entirely fair and should be embodied as an amendment to the contract, and so recommend.

Yours truly,


Superintendent.

17257
THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.



H. H. SHEPARD,
Superintendent.

OFFICE OF SUPERINTENDENT,

HOBOKEN, N.J.

April 13th 1918.

Mr. C. I. Leiper,

Superintendent, P.R.R.Co.,

Jersey City, N.J.

Dear Sir:-

You are probably aware of a contract between your Company and the Lackawanna, with regard to the use of each other's tracks in connection with the plant of Swift & Company at Harrison, Kearney Township, N.J.

The contract specifies a basis of settlement for repairs to tracks based on the number of cars handled by each Company over such tracks. We have not kept a record of the cars so handled, nor I believe have you, and I feel that the basis for compensation for maintenance of these tracks would be better established on an arbitrary basis than a per car basis, in other words, by conference on the ground to establish what percent of use of our tracks is made by your Company as compared to ourselves and vice-versa and settle the maintenance costs on such basis.

I think this could best be done by conference on the ground and I would be glad to meet you or anyone whom you designate at your convenience. This matter has been hanging fire so long, that I would be glad to have it handled in the near future.

Yours truly,

(SGD.) H. H. SHEPARD

C.J.P.

Superintendent

17251
April 9, 1918.

17357:

Mr. Rine:
M.I.D:

Mr. H. H. Shepard,

Superintendent, Hoboken.

Dear Sir:

Referring to yours April 2, giving result of conference in your office on that date in connection with joint use of certain tracks by the P.R.R. and this Company in serving the Swift & Company plant at Harrison, N. J:

I do not understand why it is that no records have been maintained of the cars handled over the respective tracks, as arrangements were made with Superintendent Fisher and similar instructions issued to Yard Department at Harrison so that we would not only be in a position to render bills against the P.R.R., but to make a proper check of their bills against us based on provisions of the contract. See letter over my signature as Superintendent, dated June 9, 1916, file 10154.

Further, you have copy my letter November 3, 1917 to Miss Dailey in which I stated "and I assume that proper check has been made of the number of cars handled, in accordance with previous instructions. Again, on November 10, 1917, request was made on you for information as to date each Company began to use tracks of the other, etc., this being followed up by frequent requests that the matter be brought to a conclusion. In the meantime, nothing was apparently done in connection with the matter until the conference on April 2, as result of my telephone instructions to you on the previous day. I note as result of this conference it develops that the plan of settlement on basis of number of cars handled is not feasible, for the reasons as explained by you, account of which it is suggested that a further conference be held with the P.R.R. people to decide upon a more workable basis in the nature of an arbitrary settlement, or similar arrangement.

As this appears to be the only solution, you will arrange to hold a joint conference with the proper representatives of the P.R.R. at the first available date and let me have your further recommendation.

Yours truly,

2-v.

DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY
OFFICE OF GENERAL SUPERINTENDENT
C. J. PHILLIPS,
General Superintendent
SCRANTON, PA. April 3, 1918.

17357:

Mr. E. M. Lane
Vice President & General Manager.

Dear Sir:

Referring to your letter of March 25 relative to dates on which the Pennsylvania R. R. began to use our tracks to reach Swift & Company's Plant at Harrison, and on which we began using their tracks for similar purpose.

This subject was referred to Superintendent Shepard and I just in receipt of his report dated April 2, reading as follows:

"In an effort to straighten out the question of joint use of tracks by the P.R.R. and this Company, sending the Swift plant at Harrison, I have today held a conference in my office with the following present:

J. L. Lane, Division Freight Agent.
C. C. Fortz, Terminal Trainmaster.
C. L. Fehen, Agent Newark, N.J.
E. H. Smith, Yardmaster, Harrison, N.J.

Replying to your verbal inquiry as to when joint operation of these tracks commenced, these gentlemen advise me that the track was laid by the P.R.R. in 1915, probably in October, but that on the first attempt to use this track, an engine was derailed, and no further attempt was made to use it for about a year.

Messrs. Lane and Smith state that as near as they can recall, the P.R.R. commenced to use this track to place cars in the latter part of 1916.

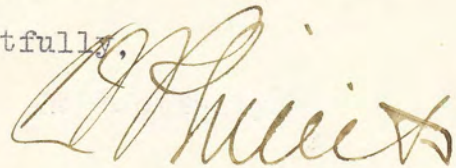
With regard to the number of cars which we have placed which necessitated our using P.R.R. tracks in order to get into Swift & Company's fertilizer plant. Mr. Smith says there have been 52 cars in the last two years. There have been other cars on which we were the line carrier, which have been placed by the Pennsylvania engines at this point on request of Swift & Company, but of which we have no record. This is the only use we have made of P.R.R. trackage. Mr. Smith further states that it is practically impossible to keep a car record of cars handled over tracks of the various ownerships, except those that we handle, inasmuch as there are three railroads operating here and cars of one railroad are moved about more or less by the others.

With regard to the use of our tracks by the P.R.R., beg to say that it is necessary for them to use our tracks daily as a switching lead in placing all stock, grease or bones, but we have no way of keeping a record of the number of cars so handled by them.

Mr. Lane states that the P.R.R. has no record of cars handled in this manner so far as he could learn from the P.R.R. agent, and we are all of the opinion that it will be impossible to establish this on a per car basis. We are of the opinion that the basis for compensation for maintenance of tracks as per paragraph 14-B of the contract would be better, established on an arbitrary basis than a per car basis; in other words, by conference on the ground, establish what percent of use of our tracks is made by the P.R.R. as compared to ourselves and let them pay the same percent of the maintenance costs. Similarly, establish what percent of use we make of our tracks and permit them to charge us the same percent of maintenance costs."

I await your further advice before taking action along lines suggested by Superintendent Shepard.

Respectfully,



C.C. Miss M. I. Dailey:

Your letter of March 22, Contract 943.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.



OFFICE OF SUPERINTENDENT,

HOBOKEN, N. J. April 2nd 1918.

H. H. SHEPARD,
Superintendent.

Mr. C. J. Phillips,

General Superintendent.

Dear Sir:-

In an effort to straighten out the question of joint use of tracks by the P.R.R. and this Company, serving the Swift plant at Harrison, I have today held a conference in my office with the following present.

J. J. Lane,	Division Freight Agent.
C. C. Foltz,	Terminal Trainmaster.
C. L. Fehon,	Agent, Newark, N.J.
E. H. Smith,	Yardmaster, Harrison, N.J.

Replying to your verbal inquiry as to when joint operation of these tracks commenced, these gentlemen advise me that the track was laid by the P.R.R. in 1915, probably in October, but that on the first attempt to use this track, an engine was derailed, and no further attempt was made to use it for about a year.

Messrs. Lane and Smith state that as near as they can recall, the P.R.R. commenced to use this track to place cars in the latter part of 1916.

With regard to the number of cars which we have placed which necessitated our using P.R.R. tracks in order to get into Swift & Company's fertilizer plant. Mr. Smith says there have been 32 cars in the last two years. There have been other cars on which we were the line carrier, which have been placed by the Pennsylvania engines at this point on request of Swift & Co., but of which we have no record. This is the only use we have made of P.R.R. trackage. Mr. Smith further states that it is practically impossible to keep a car record of cars handled over tracks of the various ownerships, except those that we handle, inasmuch as there are three railroads operating here and cars of one railroad are moved about more or less by the others.

With regard to the use of our tracks by the P.R.R., beg to say that it is necessary for them to use our tracks daily as a switching lead in placing all stock, grease or bones, but we have no way of keeping a record of the number of cars so handled by them.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.



OFFICE OF SUPERINTENDENT,

HOBOKEN, N. J.

H. H. SHEPARD,
Superintendent.

-2-

Mr. Lane states that the P.R.R. has no record of cars handled in this manner so far as he could learn from the P.R.R. agent, and we are all of the opinion that it will be impossible to establish this on a per car basis. We are of the opinion that the basis for compensation for maintenance of tracks as per paragraph 14-B of the contract would be better, established on an arbitrary basis than a per car basis; in other words, by conference on the ground, establish what percent of use of our tracks is made by the P.R.R. as compared to ourselves and let them pay the same percent of the maintenance costs. Similarly, establish what percent of use we make of our tracks and permit them to charge us the same percent of maintenance costs.

Yours truly,

A handwritten signature in cursive script, appearing to read "H. H. Shepard".
Superintendent.



The Delaware, Lackawanna & Western Railroad Co.

Form T. D. 5
8-16

The telegraph must not be used for business which may be transacted by train without detriment to the Company's interest. Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
				TIME FILED M				

BE BRIEF.

From Scranton, Pa., April 1, 1918.

191

To Mr. E. M. Rine.....New York.

Your mailgram 30th ult., joint use of tracks with the P.R.R. at the Swift plant, Harrison, N. J. The matter is now in the hands of Superintendent Shepard, from whom I have been endeavoring to obtain a reply for sometime. Will reply as soon as possible.

C. J. Phillips.

H.H.S:

I wrote you on this February 15, following up with punchers on March 23 and 30. It is imperative that we have a prompt answer.



The Delaware, Lackawanna & Western Railroad Co.

Form T. D. 5
8-16

The telegraph must not be used for business which may be transacted by train without detriment to the Company's interest. Operators are required to write all telegrams in INK or with INDELIBLE PENCIL. (See Rules 314 and 316, Transportation Department.)

Office Rec'd from	Sent by	Rec'd by	Time Rec'd	TELEGRAM	Office Sent to	Sent by	Rec'd by	Time Sent
				TIME FILED M				

BE BRIEF.

From

Mar. 30, 1918

191

To

Papers
C. J. Phillips,
Scranton

My letter March 25th. Miss Dailey has not yet received from you reply to letter March 22nd referring to previous letter December last. Please see reply furnished quickly.

E. M. Rine

March 30, 1918.

17357:

Mr. H. H. Shepard,
Superintendent.

Dear Sir:

Referring to my letters of February 15 and tracer
of March 23.

Please let me have at once information requested
relative to joint use with the Pennsylvania R.R. of track serv-
ing Swift & Company's plant at Harrison.

This subject is covered by your file 10154.

Yours truly,

3-K

17357
TRIP DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

90 West Street, New York.

E. M. RINE,
Vice-President and General Manager.

Peters
Mar. 25, 1918

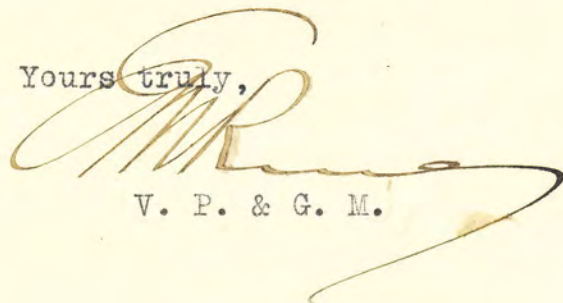
Mr. C. J. Phillips,
General Superintendent

Dear Sir:

Miss M. I. Dailey, Registrar of Contracts has sent me copy of letter addressed to you under date of March 22nd requesting information as to dates on which the Pennsylvania R.R. began to use our tracks to reach the Swift plant at Harrison, etc.

It should not take so long to get this matter straightened out and you will please furnish the desired information to Miss Dailey without further delay, advising when done.

Yours truly,



V. P. & G. M.

17357

March 23, 1918.

17357:

Mr. H. H. Shepard,
Superintendent.

Dear Sir:

Referring to my letter of February 15 in reply to yours of March 7, file 10154, relative to joint use with the Pennsylvania R.R. of track serving Swift & Company's plant at Harrison.

Please let me have the information requested without further delay.

Yours truly,

3-K

17357

February 15, 1918.

17351

Mr. H. H. Shepard,
Superintendent.

Dear Sir:

Referring to my letter of December 26 and your reply of February 7, file 10154, relative to joint use with the Pennsylvania R.R. of tracks serving Swift & Company's plant at Harrision.

The data transmitted with your letter of February 7 does not give me the information requested. Please advise definitely as to Pennsylvania trackage used by the D.L. & W. and vice versa and on what date each Company commenced using the tracks. Also advise as to the advisability of this Company continuing to handle deliveries to the Boiler House, in view of the fact we are asked to pay an annual rental of \$556.80 and proportion of maintenance based on cars handled.

Lane
Agent/and Yardmaster Smith have attempted to shift the responsibility for checking the cars handled in connection with this operation, which should not have been overlooked by your office but some definite arrangement made to obtain this information before report was sent to this office. The question of cars handled on these tracks should be straightened out promptly between Yardmaster Smith and Agent Fehon. Please let me have prompt advise on this matter.

Yours truly,

3-K

17357

Hoboken, N. J., February 7th, 1918.

File ~~3707~~ 10154

Mr. C. J. Phillips,

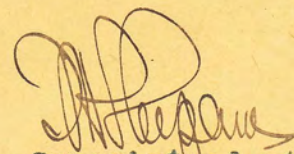
General Superintendent.

Dear Sir:

Referring to your letter of January 24th,
File 17357, relative to joint use with Pennsylvania R.R.
Company, of tracks serving Swift & Company's Plant at
Harrison. I have had this matter up with Terminal
Trainmaster Foltz, and former Agent Lane at Newark, and
attach copies of their replies.

Yours truly,

ENC.


Superintendent.

Hoboken, N. J., January 28th, 1918.

File 140.

Mr. H. H. Shepard,

Superintendent.

Dear Sir:

Replying to your letter of the 7th inst., file 10154 re. furnishing statement of all cars handled to and from Swift & Co's Plant, as requested in your letter of February 19, 1916.

Please note Yardmaster Smith's statement next attached stating his inability to furnish such record. You will also note copy of my letter attached dated February 25th, 1916, instructing him to keep a record as requested by Superintendent Phillips.

There is only one way to secure this record and that is thru Agent Lane, who I understand has a man covering this territory, taking a record of cars to and from industries located on tracks referred to.

I have again called Yardmaster Smith's attention to the importance of keeping this record and instructed him to start an entry at once, in his office, showing all cars to and from this locality.

Yours truly,

(Sgd) C.C.Foltz.

17357

January 24, 1918

17357

Mr. H. H. Shepard,
Superintendent.

Dear Sir:

Referring to my letter December 26, requesting certain information as to date, etc. on which the Pennsylvania RR began using our tracks at Harrison under agreement dated October 29, 1915.

Can you now let me have the information requested.

Yours truly,

3-m

Papers

January 23, 1918.

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

Dear Sir:

Will you please let me have
a reply to my letter of December 19th, ask-
ing for the date on which the Pennsylvania
began to use our tracks at Harrison under
the agreement of October 29, 1915.

Very truly yours,

M. G. Sullivan

Harrison, N.J., January 20th, 1918.

Mr. C.C. Foltz,

Terminal Trainmaster.

Dear Sir:

We cannot get information required as we place cars on Swift & Company tracks and then find them on the Erie or PRR tracks having been handled by some other crews than our own. We likewise find PRR and Erie cars laying out on our lead sometimes almost to the yard office; PRR crews frequently drill on our lead as far as the pump lead, almost one half mile. For cars placed on PRR tracks by DL&W we have not exceeded 25 cars since track was put in. This refers to Fertz Track. Track No. 3 originally a DL&W track from which our rails were taken and replaced by PRR rails and extended through to the North side of plant, and used as a run around, is used daily to get to North side to do work or drill our dressed hogs, and also often place stock on this track when Canfield track blocked. We have no one to keep check on our cars at this plant, and get our drill orders for mtys from Agent Lane who has a man check each and all the tracks at Swift & Co. We find our cars on any and all tracks each road throwing cars out to make room for their own; this resulting in our equipment getting on PRR track when not necessary. I wish you would let me know how to handle this.

Respectfully,

(Sgd) E R Sm^r Trainmaster.

Newark, N.J.
January 8th, 1918.
7.23-X.

Mr. H.H. Shepard,:

In reply to your file 10154, addressed to Mr. C.C. Foltz, Terminal Trainmaster, in connection with our use of PRR tracks at Swift & Company's Plant, Harrison,

This information could only be furnished by Yardmaster Smith, and I am under the impression that, at time of Mr. Phillip's instructions, they were addressed to him.

We have no way of making record of the cars delivered Swift & Company, for which the tracks of the PRR are used.

Yours truly,

(Sgd) J.J. Lane
Agent.

17357

December 26, 1917.

17357

Mr. H. H. Shepard,
Superintendent, Hoboken.

Dear Sir:

Referring to agreement with the P. R. R. dated October 29, 1915, covering exchange use of tracks at Harrison, N. J. The agreement contains nothing to indicate when the rental to be paid by each company is to begin to accrue, and when we can come to an understanding as to the value of track on which each Company is to pay, we shall be ready to render rental bills, and should be advised as to the date on which the Pennsylvania began to use our tracks under the agreement and the date on which we commenced to use their track for which we are to pay rental. Please secure this information and let me have it as early as possible.

In this connection, I am also in receipt of the following letter from Registrar of Contracts Dailey to Chief Engineer Ray:

"I return herewith blue print and estimate of value of tracks at the Swift plant ownership of which is claimed by the Pennsylvania R. R. and on which they claim rental is due from us under agreement of October 29th, 1915: I also attach one of the prints of the Swift Layout which you recently colored for me to show the tracks the Pennsylvania are asking us to pay rental for.

#2.

Yard Master Smith has gone over the situation with this print in hand and he advises as follows;

The track of which we make most use of is the middle one of the five at side of the "Pig Slaughter House" the most of which track we sold to Swift & Co. The print shows a short track connecting this with the Erie tracks built by the Pennsylvania. Mr. Smith advises that the Pennsylvania people removed the rails and fastenings from this track and put down their own and now claim ownership of the entire track. I do not understand, however that this track is included in that for which they propose to charge us rental.

Mr. Smith advises that we do, infrequently, use the Pennsylvania "Y" and track to the "Fertilizing Plant" to reach the "Boiler House" but that such movements do not involve the use of 1200' of the main track: he claims we use no more than six or eight cars' length. Whatever portion of the "Wye" and main track used by us in this service lies within the area outlined in green on the print attached to the agreement of October 29th, 1915, would come under the provision of the agreement requiring us to pay rental and maintenance, but the portion of the track to the "Fertilizing Plant" lying within the area outlined in red is not provided for in the section covering this Company's use of Pennsylvania tracks.

Before any definite decision is reached it might be well to consult the Operating Department and ascertain if it is considered worth while to continue to handle the few deliveries we are asked to make to the "Boiler House" considering that we are asked to pay an annual rental of \$556.80 and proportion of maintenance based on cars handled. Am sending copy of this letter to Mr. Phillips for his information."

#3

If this matter has not previously been brought to your attention, please see what there is to it, consulting with Chief Engineer Ray as you may deem advisable.

Yours truly,

13-e

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY.

ACCOUNTING DEPARTMENT.

90 WEST STREET NEW YORK.

ROOM 1809

Contract 943

M. I. DAILEY,
REGISTRAR OF CONTRACTS

December 19th, 1917

Mr. G. J. Ray,

Chief Engineer, Hoboken, N. J.

Dear Sir:

I return herewith blue print and estimate of value of tracks at the Swift plant ownership of which is claimed by the Pennsylvania R. R. and on which they claim rental is due from us under agreement of October 29th, 1915: I also attach one of the prints of the Swift layout which you recently colored for me to show the tracks the Pennsylvania are asking us to pay rental for.

Yard Master Smith has gone over the situation with this print in hand and he advises as follows:

The track of which we make most use is the middle one of the five at side of the "Pig Salughter House" the most of which track we sold to Swift & Co. The print shows a short track connecting this with the Erie tracks built by the Pennsylvania. Mr. Smith advises that the Pennsylvania people removed the rails and fastenings from this track and put down the their own and now claim ownership of the entire middle track. I do not understand, however, that this track is included in that for which they propose to charge us rental.

Mr. Smith advises that we do, infrequently, use the

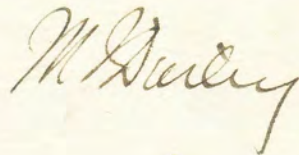
Pennsylvania "Y" and track to the "Fertilizing Plant" to reach the "Boiler House," but that such movements do not involve the use of 1200' of the main track: he claims we use no more than six or eight cars' length. Whatever portion of the "Wye" and main track used by us in this service lies within the area outlined in green on the print attached to the agreement of October 29th, 1915, would come under the provision of the agreement requiring us to pay rental and maintenance, but the portion of the track to the "Fertilizing Plant" lying within the area outlined in red is not provided for in the section covering this Company's use of Pennsylvania tracks.

Before any definite decision is reached it might be well to consult the Operating Department and ascertain if it is considered worth while to continue to handle the few deliveries we make to the "Boiler House" considering that we are asked to pay an annual rental of \$556.80 and proportion of maintenance based on cars handled. Am sending copy of this letter to Mr. Phillips for his information. //

Yours very truly,

C. J. P.

Please note and if you are interested, take up with Mr. Ray.

A handwritten signature in cursive script, appearing to read "M. G. Gentry".

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY

ACCOUNTING DEPARTMENT.

90 WEST STREET, NEW YORK.

ROOM 1809

Contract 943

M. I. DAILEY.
REGISTRAR OF CONTRACTS.

December 19th, 1917

Mr. C. J. Phillips,

General Superintendent, Scranton, Pa.

Dear Sir:--

Referring to agreement with the Pennsylvania R. R.
dated October 29th, 1915, covering exchange use of tracks at
Harrison, N. J.

The agreement contains nothing to indicate when the
rental to be paid by each Company is to begin to accrue, and
when we can come to an understanding as to the value of track on
which each Company is to pay, we shall be ready to render rental
bills, and should be advised as to the date on which the Penn-
sylvania began to use our tracks under the agreement and the date
on which we commenced to use their track for which we are to pay
rental. (Will you please get this information for me at as
early a date as possible.)

Yours very truly,

M. I. Dailey

17357

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY

OFFICE OF GENERAL SUPERINTENDENT

C. J. PHILLIPS,
General Superintendent

SCRANTON, PA. Nov. 27, 1917.

Mr. E. M. Rine,

Vice President and General Manager.

Dear Sir:

In compliance with your telephone request
this afternoon, I send you herewith our file No.
17357 relative to trackage into Swift & Co's plant
at Harrison.

Yours respectfully,

C. J. Phillips

5-c

Handwritten:
L. J. Connelley
12/3/17

Estimate of the Reproducing Value of portion of P.T. & T. Lead Track, 1200 ft. long, and two spurs 894 ft. long on R. R. Right of Way serving Swift & Co's. abattoir at Harrison, N. J. to be used by D.L. & W. R.R. per agreement dated October 29th, 1915, between the D.L. & W. R.R. and the P.T. & T. R.R. Co., D.L. & W. R.R. Co., to pay a yearly rental of 2 1/2% of the value of the tracks and maintenance is to be proportioned, per yearly car movements.

Right of Way 90,942 sq. ft.	2.08775 Acres	
2.08775 Acres Rt. of Wy @ \$2500.		\$ 5219.38
Grading, 11,050 cu. yds. @ \$.47		5193.50
Bridges & Culverts		
2 pile trestles over Franks Creek		1835.75
2 Culverts		1309.50
Changing Course of Creek		1278.00
Constructing Flume		336.93
Engineering		400.00
Rail & Fastenings.		
1547 lin. ft. 85# rail, 18.64 Tons @ \$23.00		428.72
2640 lin. ft. 85# rail, 33.42 Tons @ 32.00		1069.44
156 prs. splices.	@ .70	109.20
786 13/16" splice bolts	@ .041	32.23
786 13/16" splice nut locks	@ .007	5.50
16 kegs of track spikes	@ 4.00	64.00
2058 tie plates	@ .12	246.96
4 special Kings	@ 389.92	1559.68
1 Menard Frog		97.00
1 18' Switch Complete		57.00
2 12' Guard Rails	@ 11.50	23.00
4 Guard Rail Fasteners	@ 2.00	8.00
2 Guard Rail Clamps	@ 3.40	6.80
1 New Century Switch Stand		10.00
Ties & Switch Timber.		
1 Set Switch Timber		104.00
1020 W.O. Track Ties	@ .90	918.00
Ballast:		
775 cu. yds. cinders	@ .25	193.75
Labor		1275.00
Signals:		
Bolts, washers, flat iron, pipe		
couplings, washers		33.23
Lumber and Poles		
2 85# Vreeland Derrail		27.00
2 L.S. Compensators & Pins		7.38
Concrete Foundations		22.60
1 Way Universal pipe carrier stand		
including pins & rollers		13.74
4 Bell Cranks & Stands		6.44
16 Colored Lenses		3.04

380 ft. signal pipe	\$	24.70
5 New Century Switch Stands		29.55
4 Switch Lamps		20.44

Labor		<u>276.76</u>
-------	--	---------------

Total Estimated Value	\$22271.81
-----------------------	------------

Rental at 2½% annually on \$22271.81 \$556.80

Tracks and land shown in red on attached blue print
that are used jointly with D.L. & W. R.R.

COPY

14257

November 13, 1917

17357

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:

Referring to your letter November 10, file Contract 943, relative to joint use with the Pennsylvania Railroad Co. of tracks serving Swift & Company's plant at Harrison.

I enclose herewith blue-print showing tracks for which the valuation of \$22,271.81 covers, as furnished by the Pennsylvania Company.

Yours truly,

3-m

17357

November 10th, 1917

Papers
Mr. C. J. Phillips,

General Superintendent, Scranton, Pa.

Dear Sir:--

Referring to your letter of the 3rd, File 17,357,
enclosing statement of value of the Pennsylvania tracks at
Harrison to be used by this Company under agreement of October
29th, 1915:

Will you please get for me a blue print map showing
the tracks that this valuation of \$22,271.81 covers.

Yours very truly,

W. D. Daily

17357
November 10, 1917

17357

Mr. H. H. Shepard,

Superintendent, Hoboken.

Dear Sir:

Referring to my letter of November 3 last addressed to Registrar of Contracts Dailey, copy to you, relative to joint use with the Pennsylvania R.R. Company, of tracks serving Swift and Company's plant at Harrison.

Please advise on what date each company began to use tracks of the other. The agreement covering this service is dated October 29, and provides that payment of rental and maintenance shall be paid annually for the preceding year.

Please advise promptly information requested above and also if you are arranging for bill to be prepared covering service during year 1916.

Yours truly,

3-m

November 7th, 1917

Papers

Mr. C. J. Phillips,

General Superintendent, Scranton, Pa.

Dear Sir:--

I have yours of the 3rd instant, File 17357, enclosing copy of statement of cost of the Pennsylvania tracks which this Company is to use under agreement of October 29th, 1915, covering joint use of tracks at Harrison:

Will you advise me on what date each company began to use the tracks of the other. The agreement is dated October 29th, 1915, and provides that payments of rental and maintenance shall be paid annually by January 31st for the preceding year, which, I take it, means the calendar year. If I am right, I suppose the first bills will be rendered to cover the period to December 31st of this year. Will you please advise.

Yours very truly,

W. D. Gilling

17357

Nov. 3, 1917.

17357:

Miss M. I. Bailey,

Registrar of Contracts.

Dear Madam:

Referring to your letter of March 28 last, file contract No. 943 relative to valuation of tracks serving Swift & Co. plant at Harrison, N. J.

Superintendent Shepard has finally succeeded in obtaining the necessary information from Superintendent Leiper of the Pennsylvania Company, the latter advising under date of October 25 last that the total estimated value of tracks owned by that company and used jointly by us, is \$22,271.81, as per copy of estimate enclosed herewith. The delay in bringing this matter to a conclusion has been due to the fact that we have been unable to secure the necessary information from the Pennsylvania Company, but now that this is available, I am following up with Superintendent Shepard with a view of having bill prepared covering this service in accordance with the agreement.

S-o

Yours truly,

Copy GJR:-This subject is referred to in your letter June 2, 1916. copy of estimate enclosed for your information. Bill covering this service will be prepared by Supt. Shepard and I therefore request that you advise relative to maintainance charged for the year 1916.

Copy HHS:

Copy of estimate enclosed herewith for your file.
Please advise if you have received any bill from
the Pennsylvania Company covering this service.
As you will note I have requested Chief Engineer Ray
to advise maintainance figures for the year 1916
and I assume that proper check has been made of
the number of cars handled in accordance with
previous instructions.

C. J. P.

17357

Hoboken, N.J., October 31st, 1917.

File 10154

Mr. U. J. Phillips,
General Superintendent.

Papers

Dear Sir:

I have at last succeeded in getting from the P. R. R. information regarding the valuation of their tracks leading to the plant of Swift & Co., Harrison, N.J.

I attach hereto letter received from Mr. Leiper, Superintendent of the New Jersey Division, together with a blue print of the tracks in question, and an estimate of their value. Your letter Oct. 6th, file 17357, covers.

Yours truly,

M. Leiper

10154

The Pennsylvania Railroad Company

New Jersey Division

C. J. Leipert,
Superintendent.

J. M. Henry,
Assistant Superintendent.

Office of Superintendent, New York Division

Jersey City, N. J.

October 25th, 1917.

Mr. H. H. Shepard,

Sup't., D. L. & W. R. R.,
Hoboken, New Jersey.

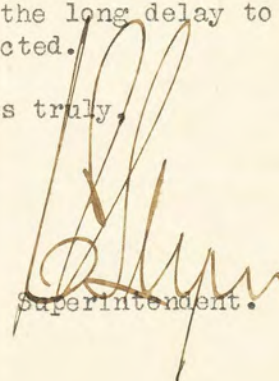
Dear Sir:-

In connection with the agreement dated October 29th, 1915, between the P.T. & T. Co. and the D.L. & W.R.R. Co., covering exchange of trackage rights over certain property in the vicinity of Harrison, N. J., and in particular to reach the plant of Swift & Company, we enclose statement and blueprint of tracks owned by the Pennsylvania Railroad Company and used jointly with your Company, total estimated value of same being \$22,271.81. We have your statement showing the value of your tracks used jointly by our Company, estimated value of which is \$5,187.23.

This for use in connection with adjustment in rental charged to be made by the respective companies for the portions of property occupied and tracks maintained by each Company.

I very much regret the long delay to which this correspondence has been subjected.

Yours truly,


Superintendent.

LACKAWANNA R.R.
CENT. SUP'T'S OFFICE
OCT
12
1917
Hoboken, N.J., October 11th, 1917. 17357

Mr. C. J. Phillips,
General Superintendent.

Dear Sir:

Referring to yours Oct. 6th and Aug. 2nd and
other communications relative valuation of tracks serving
Swift & Co. at Harrison.

I have written a number of times to Superintendent
Leiper, of the P. R. R., telling him that this matter had
been in correspondence since June 1916. I to-day had a per-
sonal interview with him and he promised to take the matter
in hand and give us an answer within the near future.

Yours truly,

M. Leiper

17357

October 6, 1917.

17357

Mr. H. H. Shepard,
Superintendent.

Dear Sir:

Please see my letter of August 2, and previous correspondence, relative to valuation of tracks serving Swift and Company at Harrison, and advise if you have yet received reply from the P. R. R.

This matter has been considerably delayed and I want to close it up as soon as possible.

Yours truly,

H

17357

August 2, 1917.

17357



Mr. H. H. Shepard,
Superintendent,

Dear Sir:

Please see your letter of July 6, file 10154, addressed to Superintendent Lieter of the Pennsylvania Company, relative to tracks serving Swift & Company at Harrison, and advise if you have as yet received reply.

This matter has been considerably delayed and should be closed up as soon as possible.

Yours truly,

H.

17257

July 6th, 1917.

File 10154

PERSONAL.

Mr. C. I. Leiter,
Supt. P. R. R.,
Jersey City, N. J.

Dear Sir:-

I find that there has been a question up with your office for quite a long time with reference to the valuation of tracks serving the packing plant of Swift & Co. at Harrison, near Newark, N. J.

I note that the matter was referred to your office first on June 9th, 1916, and repeated requests have been made for reply without success.

May I not urge that this matter be given some attention in order that we may close our file on the subject, and so very much oblige,

Yours truly,

(SGD.) H. H. SHEPARD.

Superintendent.

Copy

C J P

17359

July 3, 1917.

17357:

Mr. H. H. Shepard,

Superintendent, Hoboken.

Dear Sir:-

Have you as yet received reply to your letter June 6, file 10154, addressed to Superintendent Fisher of the Pennsylvania Company, relative to tracks serving plant of Swift & Company at Harrison? This matter has been considerably delayed and should be followed up closely in order to be brought to a conclusion. Please arrange accordingly, advising promptly when you receive necessary information from the Pennsylvania Company.

Yours truly,

3-J

17357

June 6, 1917

File 10154

✓
Mr. J. B. Fisher,
Superintendent, P.R.R.,
Jersey City, N.J.

Dear Sir:

We have addressed several communications to you with respect to tracks serving plant of Swift & Company at Harrison, and up to the present time have not received reply.

Our Management is tracing me for report in connection with this matter and I will appreciate advice from you on the subject.

Yours truly,

(Sgd.) H. H. SHEPARD.

Superintendent

C.J. Phillips: ✓

This has reference to your letter 5th inst. file 17357.

H.H.S.

17357

June 5, 1917.

17357:

Mr. H. H. Shepard,

Superintendent, Hoboken.

Dear Sir:-

Please refer to your letter May 3, file 10154, addressed to Superintendent Fisher of the P.R.R., relative to valuation of tracks serving plant of Swift & Company at Harrison.

Are you now in position to let me have the information requested in my letters March 31 and April 2 last? This matter has been hanging fire for a considerable length of time and should be brought to a conclusion without further delay.

Yours truly,

3-J

17357
May 3, 1917

File 10154

✓
Mr. J. B. Fisher,
Superintendent P.R.R.,
Jersey City, N.J.

Dear Sir: .

Please refer to my letters of Dec. 28th and April 2nd
with respect to valuation of tracks serving the plant of Swift
& Company at Harrison.

Can you now give me a reply?

Yours truly,

(SGD.) H. H. SHEPARD

Superintendent

Copy C.J. Phillips: ✓

This has reference to your letter 30th ult.
file 17357.

H.H.S?

17357

April 30, 1917.

17357:

Mr. H. H. Shepard,

Superintendent, Hoboken.

Dear Sir:-

I am still without reply to my letter March 31, relative to valuation of tracks serving plant of the Swift & Company at Harrison.

Please advise if you have not as yet received reply to your letter April 2, file 10154, addressed to Superintendent Fisher of the Pennsylvania Company.

Yours truly,

3-J

17357

April 2, 1917

File 10154

✓
Mr. J. B. Fisher,
Superintendent, Pennsylvania R.R.,
Jersey City, N.J.

Dear Sir:

With respect to correspondence between your office and this office in connection with the valuation of joint track serving the packing house of Swift & Company at Harrison, N.J.

Can you now conveniently give me a reply?

Yours truly,

(SGD.) H. H. SHEPARD.

Superintendent

WGC

Copy C.J. Phillips: ✓

This has reference to your letter 31st ult.
file 17357.

H.H.S.

17357
March 31, 1917.

17357:

Mr. H. H. Shepard,
Superintendent, Hoboken.

Dear Sir:-

Please refer to letter from your office dated
December 28, file 10154, relative to valuation of tracks
serving plant of Swift & Company at Harrison.

Please advise if you have as yet received
information from the Pennsylvania Company as to valuation
of the tracks in question.

Yours truly,

3-J

17307
March 31, 1917.

17357:

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:-

Replying to your letter March 28, contract 943,
relative to track layout serving the plant of Swift &
Company at Harrison.

This matter is still the subject of correspondence
between Superintendent Shepard and the Pennsylvania Company
and as soon as definite information is received as to
valuation of the tracks in question, will advise you
accordingly.

Yours truly,

3-J

1735-

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY

ACCOUNTING DEPARTMENT.

90 WEST STREET, NEW YORK.

ROOM 1809

March 28th, 1917.

M. I. DAILEY.
REGISTRAR OF CONTRACTS.

Contract No. 943.

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

Papers

Dear Sir:-

My last advice on the subject of a track layout serving the plant of Swift & Co. at Harrison, was from Mr. Rine under date of December 29th, his file 17357, which indicated that you were still corresponding with the Pennsylvania people as to the valuation of the tracks.

Will you please advise if any different decision has been arrived at?

Yours truly,

M. I. Dailey

17357
December 29, 1916.

17357:

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:

Referring to yours of December 26, Contract 943:

There have been no recent changes in the track layout serving the packing plant of Swift & Company, at Harrison.

Superintendent Phillips is still in communication with the Superintendent of the P.R.R., for the purpose of obtaining the necessary information as to the valuation of their tracks.

Yours truly,

4-G

CJH
Hoboken, N.J., December 28th, 1916.

File 10154

LACKAWANNA
GENL. SUP'T'S OFFICE
DEC 29
1916
17357
FILE

Mr. E. M. Rine,

General Superintendent.

Dear Sir:

Acknowledging receipt of your favor Dec. 27th,
your file 17357 having reference to the valuation of tracks
serving the packing plant of Swift & Company, at Harrison.

So far as we have knowledge there has been no
change made in the track layout since the communication
referred to - Sept. 22nd, and up to this time we have been
unable to get from the P.R.R. information as to their valua-
tion. Will advise you as soon as we get anything from them.

Yours truly,

L. P. Miller

C J P

mss

17357

December 27, 1916.

17357:

Mr. C. J. Phillips,
Superintendent.

Dear Sir:

Referring to yours of September 22, file 10154, in reply to mine of September 21, relative to valuation of tracks serving packing plant of Swift & Company, at Harrison, N. J.:

Please advise what further efforts you have made to obtain the requisite information from Superintendent Fisher, of the Pennsylvania Railroad, regarding the valuation of their tracks; also if any change has been made in the situation since Miss Dailey's letter of September 20.

Yours truly,

4-G

P
December 26th, 1916

Mr. E. M. Rine,

General Superintendent, Scranton, Pa.

Dear Sir:--

Please refer to your letter of March 8th, last, File 17,357, on the subject of joint use of tracks serving Swift & Co. at Harrison, in which you advised that the Chief Engineer had the matter of valuation of this property in hand and you would advise later. Has there been any change in the situation since your letter was written?

Yours very truly,

M. D. Dailly

17357

Hoboken, N.J., September 22nd, 1916.

File 10154

Mr. E. M. Rine,

General Superintendent.

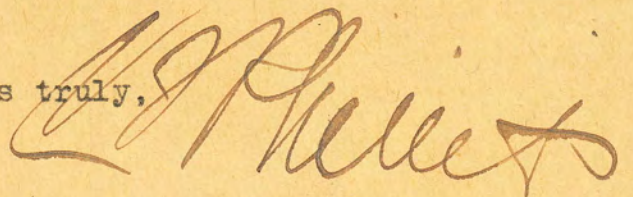
Dear Sir:

Acknowledging receipt of your favor Sept. 21st, your file 17357, having reference to the tracks of this company and the Pennsylvania R. R. Co. used jointly for serving the packing plant of Swift & Co. at Harrison, N.J.

Answering the second paragraph of Registrar Dailey's communication. The valuation shown covers the present tracks used in this joint operation.

We have taken up with Mr. Fisher, Superintendent of the P. R. R., relative to furnishing us the valuation of their tracks.

Yours truly,



C J P

17357

September 21, 1916.

17357:

Mr. C. J. Phillips,
Superintendent.

Dear Sir:

Referring to yours of June 9, file 10154, relative to agreement with the P.R.R., dated October 25, 1915, covering joint use of certain tracks in and about Swift & Company's plant at Harrison, N. J.:

In this connection, I have the following from Registrar of Contracts Dailey, dated September 20, Contract 943:

"Please refer to your letter of June 11th last, File 17,357, on the subject of interchange of use of tracks at Harrison with the Pennsylvania, and advise if you have yet received from the Pennsylvania a statement of the value of such of their tracks as we are to use.

"I assume that our tracks leading to the Swift plant, valued at \$5,187.23, are the only tracks belonging to this Company that the Pennsylvania R.R. is using as yet. Will you please advise if this is correct?"

Please advise if statement of valuation of the Pennsylvania tracks has been furnished, and if not, renew your request on Superintendent Fisher, of that Company; also furnish information requested in second paragraph of Miss Dailey's letter.

Yours truly,

17387

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY

ACCOUNTING DEPARTMENT.

90 WEST STREET, NEW YORK.

Contract 943

ROOM 1809

M. I. DAILEY.
REGISTRAR OF CONTRACTS.

September 20th, 1916

Mr. E. M. Rine,
General Superintendent,
Scranton, Pa.

Dear Sir:--

Please refer to your letter of June 11th last, File 17,357, on the subject of interchange of use of tracks at Harrison with the Pennsylvania, and advise if you have yet received from the Pennsylvania a statement of the value of such of their tracks as we are to use.

I assume that our tracks leading to the Swift plant, valued at \$5,187.23, are the only tracks belonging to this Company that the Pennsylvania R. R. is using as yet. Will you please advise if this is correct.

Yours very truly,

M. I. Dailey

egp

17357
June 11, 1916.

17357:

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:

Referring to my letter June 5 to Superintendent Phillips, copy to you, your contract file 943, pertaining to agreement with the Pennsylvania Railroad, covering joint use of certain tracks serving the Swift & Company packing house at Harrison:

A copy of the blueprint referred to in that letter has been furnished to Superintendent Fisher of the Pennsylvania Railroad. We have not as yet, however, received similar information from them as to valuation of their tracks and facilities which will be used by them, and Mr. Phillips has requested Superintendent Fisher to furnish it.

Arrangements have previously been made between Superintendent Phillips and Fisher for each Company to keep a record of cars that are moved over the joint tracks during the year, so that at the end of that period we will be in a position to render bills in accordance with provisions of the contract. Other than to obtain from the Pennsylvania Railroad their figures as to valuation, etc., there is now nothing to be done until close of the contractual year.

Yours truly,

3-F

17357
Hoboken, N.J., June 9th, 1916.

File 10154

Mr. E. M. Rine,

General Superintendent.

Dear Sir:

Acknowledging receipt of your favor June 5th,
your file 17357, Pennsylvania contract serving the Swift
& Co. Packing House at Harrison, N.J.

We have submitted to Superintendent Fisher of
the Pennsylvania R. R. a statement as to the valuation
which you send me and which was prepared by Chief Engineer
Ray and dated May 22nd, 1916.

Further, I wish to advise that I had previously
arranged with Superintendent Fisher to keep a record of cars
that they pass over the joint tracks during the year and
instructed our Yard Department at Harrison to do likewise
so that we will be in position to render bills in settlement
based on the provisions of this contract. As yet, so far
as I have information, we have not received from the P. R. R.
their statement as to valuation and we have asked Mr. Fisher
to furnish it. When this statement is furnished I see noth-
ing further to be done in the premises until the close of
the year's business of 1916 when the settlement should be
made as between the companies, based on the provisions of
the contract.

Yours truly,

C J P

17357

June 5, 1916

17357: Swift & Co., Harrison, N. J.

Mr. C. J. Phillips,
Superintendent.

Dear Sir:

Referring to yours March 2, file 10154, re.
agreement with the P. R. R. of October 25, 1915, covering
joint use of certain tracks in and about Swift & Company's
plant at Harrison, N. J:

Attached hereto is blue print prepared by Chief
Engineer Ray, showing estimated cost for reproduction of
that portion of our line to which the agreement gives P.R.R.
privilege of use. You will submit this to Superintendent of
the P.R.R. for his information and ascertain from him if the
estimates are satisfactory.

You should now arrange for joint conference on this
matter to devise ways and means of obtaining the information
necessary for the annual bills of each Company against the other
as outlined in the agreement, a copy of which has been furnished
to you. Please go into this matter thoroughly at your first
opportunity, and let me have a full report with your recommen-
dation.

Yours truly,

2-B

Copy M. I. Dailey:- Yours Feb. 11, Contract 943. Copy of the
blue print showing estimates is attached
hereto for your file. Will keep you advised
of any new developments.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD CO.

Office of CHIEF ENGINEER

Hoboken, N. J.

G. J. RAY,
Chief Engineer.

RECEIVED
JUN 3 1916
17357

June 2, 1916.

Mr. E. M. Rine,

General Superintendent.

Dear Sir;

Referring to contract with the Pennsylvania Railroad, dated October 29th, 1915, for use of track serving Swift Packing Company's plant at Harrison, New Jersey.

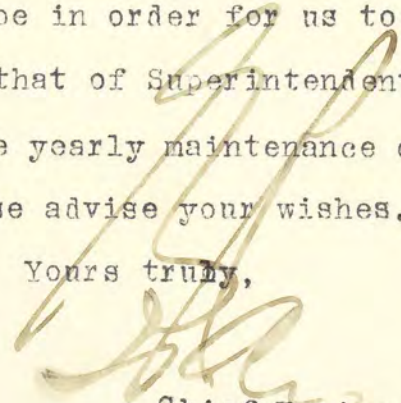
Attached hereto you will find three copies of our estimated cost for reproduction of that portion of our line to which the agreement gives P.R.R. the privilege of use.

It might be well to submit copy of this to the Pennsylvania people for their records. We have not discussed the matter with them and possibly they may wish to delegate a representative to check our figures.

I presume that your department will render bill and that it will be in order for us to furnish either your office or that of Superintendent Phillips with a statement of the yearly maintenance charge.

Will you please advise your wishes.

Yours truly,



Chief Engineer
hief

17357

March 8, 1916

17357:

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:

Referring to yours February 11, Contract 943, pertaining to joint arrangement with the Pennsylvania Tunnel & Terminal Company (P.R.R.), covering joint use of certain tracks serving Swift & Company's plant at Harrison, N. J.

Chief Engineer Ray has the matter of valuation of these tracks in hand, and as soon as the matter is properly lined up you will be advised accordingly.

Yours truly,

2-B

17357

March 8, 1916

17357:

Miss M. I. Dailey,

Registrar of Contracts.

Dear Madam:

Referring to yours February 11, Contract 943, pertaining to joint arrangement with the Pennsylvania Tunnel & Terminal Company (P.R.R.), covering joint use of certain tracks serving Swift & Company's plant at Harrison, N. J.

Chief Engineer Ray has the matter of valuation of these tracks in hand, and as soon as the matter is properly lined up you will be advised accordingly.

Yours truly,

2-B

7085
Hoboken, N.J., March 2nd, 1916.

File 10154

LACKAWANNA R.R.
ENL SUPT'S OFFICE
MAR
3
1916
FILE 17357

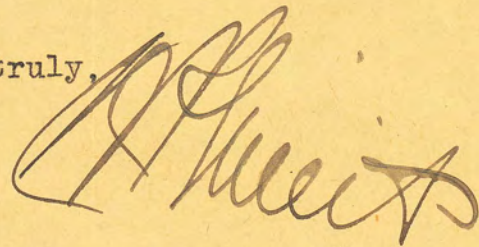
Mr. E. M. Rine,

General Superintendent.

Dear Sir:

Having reference to my letter to you of Feb. 24th in regard to the joint operating of property with the Pennsylvania in the vicinity of the Swift & Co. plant at Harrison, N.J. I am just in receipt of advice from Chief Engineer Ray to the effect that the valuation has not as yet been placed on these trains, but as soon as the valuation is fixed he will advise us.

Yours truly,



C J P

March 2, 1916

17357:

Mr. C. J. Phillips,
Superintendent.

Dear Sir:

Referring to yours February 24, file 10154, answering mine February 17, re. joint arrangement with the P.R.R. for use of certain tracks by each Company loading to and at plant of Swift & Company, Harrison, N.J:

Your letter makes no mention of Agreement with the P.R.R. as to the value of tracks in question which I understand is now being followed up with Mr. Ray and the P.R.R. people. At the same time some arrangement should be made satisfactory to both companies in connection with maintaining records of the cars handled over these tracks which are to be the basis of the annual bills rendered by each Company against the other under terms of the agreement.

Give this matter prompt attention and advise.

Yours truly,

2-B

JP Hoboken, N.J., February 24th, 1916.

File 10154

LACKAWANNA R.
ENCL SUPT'S OFFICE
FEB 26
1916
FILE 17357

Mr. E. M. Rine,

General Superintendent.

Dear Sir:

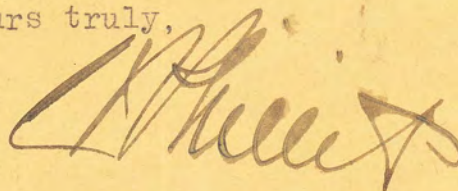
Acknowledging receipt of your favor Feb. 17th having reference to the contract as between our company and the Pennsylvania relative to the sidings and tracks serving the Swift & Co's. Packing plant located at Harrison, also the further joint use of certain tracks and sidings within a certain prescribed zone.

Having reference to that clause in your letter requesting that we keep in touch with what use the Pennsylvania make of our sidings, so far as handling of loaded and empty cars is concerned. I wish to advise that this will be impossible because we have no representative located at the plant of Swift & Co.; we have no knowledge or information as to the goings and comings of the Pennsylvania engines to and from that plant or the cars that they handle.

We have instructed our Yard Department, however, to keep a record of the use that we may make of the Pennsylvania tracks in serving the plant of Swift & Co. However, I wish to advise that it will be a very small volume as our principal movements in the handling of cars to and from this plant do not contemplate the use of tracks belonging to the Pennsylvania Co.

I return to you blue print herewith.

Yours truly,



C J P

17357

February 17, 1916

17357:

Mr. C. J. Phillips,
Superintendent.

Dear Sir:

Supplementing my letter February 7, re. joint use of certain tracks owned by this Company and the Pennsylvania R. R. leading to and at plant of Swift & Co., Harrison, N. J:

Since date of that letter you have been furnished copy of agreement with the Pennsylvania Tunnel & Terminal Company, dated October 25, 1915, which gives each company the right to use tracks of the other, and provides for payment of rental at one-half of 5% per annum on value of tracks used, and the annual payment of the proportion of maintenance of the tracks based on number of loaded and empty cars handled on such tracks during the year.

The contract does not specify valuation figures, hence, it will be necessary for you to confer with Chief Engineer Ray, and in conjunction with Superintendent of the Pennsylvania, determine on what basis bills and vouchers shall be rendered. It will also be necessary for you to arrange for a record to be maintained of the loaded and empty cars handled over these tracks both by this Company's and the Pennsylvania power to enable you to prepare the annual bill against that Company, and also make a check of their

bill against us.

Advise fully with return of the blue print sent you with my letter, showing just what tracks are used by each company in doing the work at this plant.

Yours truly,

2-B

Copy M.I.D:-

Referring to yours February 11, Contract 943.

On receipt of Superintendent Phillips' report will advise you accordingly, and will also send you blue print which he now has showing thereon in colors the tracks involved.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY.

ACCOUNTING DEPARTMENT.

90 WEST STREET, NEW YORK.

ROOM 1809

M. I. DAILEY,
REGISTRAR OF CONTRACTS.

Contract No. 943.

February 11th, 1916.

Mr. E. M. Rine,
General Superintendent,
Scranton, Pa.

Dear Sir:-

I hand you herewith copy of agreement of October 29th, 1915 with the Pennsylvania Tunnel & Terminal Co. which agreement gives to each Company the right to use tracks of the other at Harrison, and provides for payment of rental $1/2$ of 5% per annum on the value of track used, and the annual payment of the proportion of maintenance of the tracks based on the number of cars, both loaded and empty handled on the tracks during the year.

I assume that you were thoroughly familiar with all the terms of the agreement before it was signed, and I would be glad if you would advise if you have arranged, or will arrange, to have a record of the movements of cars over these joint tracks kept by your Department, or if it is your intention to have such reports made by Mr. Casey. If the latter is your plan, I want to furnish Mr. Casey with copy of the agreement. I am sending copy today to Supt. Phillips.

I also would be glad to be advised what of our tracks, if any, the Pennsylvania people are using now, or are going to

ENCL. SUPPLY OFFICE
FEB 12 1916
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17357

E.M.R.

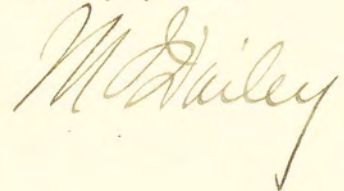
#2.

2/11/16.

use, and also what tracks of theirs we are using; also the value of these tracks.

As these payments are to be based on rental of a percentage of the value of the track and maintenance, I assume under the ruling of a year or so ago, the bills for use of our tracks should be prepared by the Engineering Dept., while the vouchers for use of the Pennsylvania tracks will be made by your Department. Is this your understanding?

Very truly yours,

A handwritten signature in cursive script, appearing to read "M. Bailey", written in dark ink.

ENCL:

9874:587

February 7, 1916.

Mr. C. J. Phillips,
Superintendent.

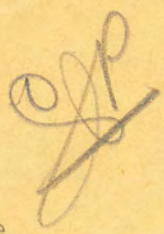
Dear Sir:

Referring to yours of February 4, file 10154, and again returning blue-print on which you have indicated portion of track P.R.R. use in doing switching at plant of Swift & Company, Harrison, N. J.:

Please confer with P.R.R. Superintendent at your earliest convenience about this matter, calling to his attention the fact they are using a portion of our track and endeavor to come to a conclusion with him as to a satisfactory basis on which we should permit them to continue the arrangement, provided it is absolutely necessary for them to do so.

Yours truly,

3-M

 Hoboken, N.J., February 4th, 1916.

File 10154

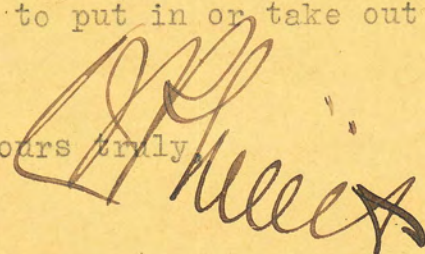
Mr. E. M. Rine,

General Superintendent.

Dear Sir:

Your favor of Feb. 3rd requesting that we designate on blue print attached hereto just what portion of our track the P.R.R. use in doing switching at the plant of Swift & Co., Harrison.

They use our track as I have shown between AA and B. How far they use our track up towards B as a lead depends on how many cars they want to put in or take out of Swift & Co.


Yours truly,

C J P

February 3, 1916.

Mr. C. J. Phillips,
Superintendent.

Dear Sir:

Referring to your letter February 2, file 10154,
re. alleged use by P.R.R. of tracks of this Company in serving
tracks belonging to Swift & Company. Please designate on
attached print just what portion of our track is used by
P.R.R. for this purpose.

Yours truly,

3-p

Hoboken, N.J., February 2nd, 1916.

File 10154

Mr. E. M. Rine,

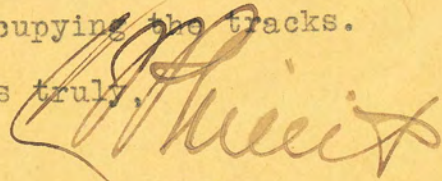
General Superintendent.

Dear Sir:

Acknowledging receipt of your favor Jan. 31st in reply to mind of the 25th and returning to you the blue print showing tracks of the Pennsylvania and our Company at the Swift plant at Harrison.

That is the point we are raising, that the Pennsylvania are using tracks belonging to this Company as a lead in serving the tracks belonging to Swift & Co., and unless there is some provision in the contract by which the Pennsylvania are privileged to use the tracks of this Company in order to get in on tracks of Swift & Co., this matter should be covered by some form of agreement as we are liable to meet with an accident by reason of their engines pulling out on our tracks and our engines occupying the tracks.

Yours truly,



C J P

#77357

January 31, 1916.

Mr. C. J. Phillips,

Superintendent.

Dear Sir:

Referring to your letter January 25, file 10154,
re. Penna. Railroad serving Swift & Company packing plant
at Harrison. I enclose herewith blueprint showing in
different colors the present ownership of the various tracks,
from which you will note that the tracks over which the P.R.R.
operate were recently sold to the latter by our Company.
Please return the print.

Yours truly,

3-p

GP Papers

January 29, 1916.
MF

Mr. E. M. Rine:

Replying to yours of 28th and returning Mr. Phillip's letter wherein he raises question as to PRR making delivery to the Swift plant at Harrison over our tracks.

Also beg to enclose blue print on which we have indicated in different colors present ownership of the various tracks, and from which you will note that the tracks over which the PRR reach the Swift plant were recently sold to the latter by our Company.

You may retain attached blue print for your file.

P. J. Jones

8044

January 28th, 1916.

Mr. P. J. Flynn,
Vice President.

Dear Sir:-

I enclose herewith letter from Superintendent Phillips re. P.R.R. making use of our tracks in switching in vicinity of Harrison.

You have explained this situation to me on one or two occasions but would appreciate if you will write me on this subject so that I may explain it to Superintendent Phillips.

Yours truly,

3-BE

Hoboken, N.J., January 25th, 1916.

File 10154

Mr. E. M. Rine,

General Superintendent.

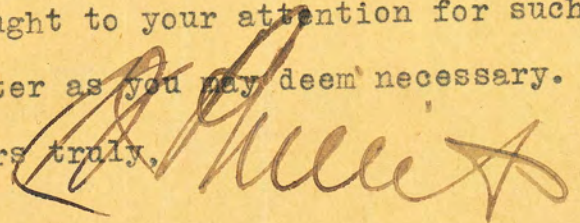
Dear Sir:

I want to bring to your attention the Swift & Co. packing plant at Harrison.

The Pennsylvania R. R. Co. have built in, as you will call to mind, an independent connection with this plant and their tracks enable them to get in on certain sidings, but there are certain sidings which they use which necessitates them using our track connection as a lead, and without the use of our tracks they could not get in on those particular sidings, and when I say use our tracks, I mean the tracks that belong to our company exclusively and are located on our own property and have nothing whatever to do with the sidings located on the property of Swift & Co., and I know of no agreement or understanding by which the Pennsylvania are to use tracks belonging exclusively to the D.L.&W.R.R.

This matter is brought to your attention for such further procedure in the matter as you may deem necessary.

Yours truly,



C J P