



1018776

Sheet ID: 1018776

Record Number: 117-21509

Section Number: LAST SECTION

Subject: BRIDGE

Name: E 9TH ST

City: CLEVELAND State: OH

Misc:

Status:



NORFOLK SOUTHERN CORPORATION

Form 424
Item 157994

FRNCT 7-2-TT

No.....

No.....

117-21509

No..... Section.....

Date..... 19.....

SUBJECT:

For PREVIOUS Correspondence:

117 - 21509 MP B - 184.04
OH BRIDGE
CUT, CTS RAPID TRANSIT & E 9TH STREET
OLD BR NO. 182.8
EUCLID, OH

See File No.

" " "

" Section No.

For LATER Correspondence:

See File No.

" " "

" Section No.

For CORRESPONDENCE on:

.....

.....

.....

.....

See File No.

117-21509

NICKEL PATH ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

September 14, 1931

Subject: File 15719

Mr. W. J. Bergen
Engineering Asst. to President

Dear Sir:

Referring to your letter that you addressed to Mr. Jouett, Terminal Manager, Cleveland Union Terminals Company, under date of July 29, relative to slope washing out at East 9 Street traffic bridge and undermining our pavements.

Will you kindly advise whether Mr. Jouett has authorized us to bill the expense to the Cleveland Union Terminals Company which, for your information, is \$1,147.25.

Yours truly,

Chief Engineer

WHB:IB

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

September 4, 1931 *9/11*

Subject: File 15719

Mr. A. C. Showalter
General Superintendent

Dear Sir:

We have cared for the placing of fine slag on approaches to East 9 Street bridge, Cleveland, and the oiling of same, as requested in your letter of July 15, file 249.

This was somewhat delayed getting material.

Yours truly,

Assistant Chief Engineer

WHB:IB

FJ Parkhurst --

Please advise why this matter was so long delayed.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY



September 4, 1931

Subject: File 15719

Mr. A. C. Showalter
General Superintendent

Dear Sir:

We have cared for the placing of fine slag on approaches to East 9 Street bridge, Cleveland, and the oiling of same, as requested in your letter of July 15, file 249.

This was somewhat delayed getting material.

Yours truly,

W. Wallace
Assistant Chief Engineer

WHB:IB

FJ Parkhurst --

Please advise why this matter was so long delayed.

*Mr Wallace
Road oil ordered July 18
Road oil shipped from Bellevue Aug 26
and received at Cleveland Sept 1 and
was applied same date Sept 1
FJ Parkhurst 9/6/31*

NICKEL AND DIAMOND ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY



Rocky River, Ohio
September 3, 1931

Mr. J. C. Wallace
Ass't. Chief Engineer

Dear Sir:

Your letter July 16th file 15719 relative to placing fine slag on approaches to East 9th Street bridge, and oiling same.

Oil has now been received and applied.

Yours truly,

J. J. Parkhurst
Roadmaster

FJP:FRP

NICKEL ~~PA~~ ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
CLEVELAND, OHIO

W. J. BERGEN
ENGINEERING ASS'T TO PRESIDENT

September 1, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:

I hand you herewith copy of
memo from Mr. Jouett to Mr. Marsh, dated
August 28, regarding allocation of cost
of East 9th Street traffic bridge.

Please arrange to handle with Mr.
Marsh.

Yours truly,

W. J. Bergen
Engineering Ass't to President

WJB/HC

NICKEL PLATE ROAD

15719

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

File 700-1

August 31, 1931

Mr. C. C. Connolly,
Special Engineer.

Dear Sir:

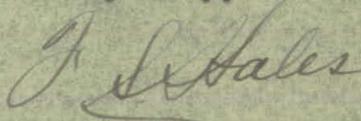
As you know, Mr. Harvey and Mr. Bergen decided some time ago that they would install the permanent paving on the approaches to the East 9th Street Bridge.

While it is true that the approaches at this time are in fairly good shape, they are wearing quite rapidly and will very shortly require additional maintenance.

In order to get this paving completed before cold weather, it should certainly be done during the next two months.

Will you please advise if plan is ready so that this work can be taken care of?

Yours very truly,



ENGINEER OF C. T. I.

FSH:E

CC: W. J. Bergen
A. C. Harvey

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

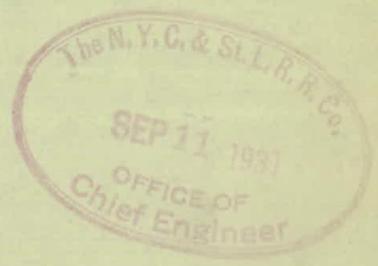
CLEVELAND, OHIO

A. C. HARVEY,
CHIEF ENGINEER
J. C. WALLACE,
ASST. CHIEF ENGINEER
G. H. TINKER,
BRIDGE ENGINEER

F. S. HALES,
ENGINEER OF TRACK
J. H. OPPELT,
SIGNAL ENGINEER
HUNTINGTON SMITH,
OFFICE ENGINEER

August 31, 1931

Subject: File 15719



Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

Please hurry joint work report for the work recently done in connection with the washout at the East 9 Street bridge, Cleveland, requested in my letter of the 25th.

Yours truly,

W. H. B.
Assistant Chief Engineer

WHB:IB

Jew
attach hereto

O.G.R.
pls. adv. total amount
9/11/31
W.H.B.

9/10/31

O.G.R.
\$147.25.

Is it OK to render this bill?

P.A.S.
9-12

WHB
Huntington
J.P.R.

NICKEL PLATE ROAD

THE N. Y. C. AND ST. L. R. R. CO.

DATE.....

COMPUTED BY *PA Guss*

DRAWING NO.....

DEPARTMENT.....

CHECKED BY.....

CHARACTER OF WORK

Bill

September 12, 1931,

The Cleveland Union Terminals Co.
1010 Terminal Tower Bldg.
Cleveland, O.

For cost of repairing the approaches to the East 9th Street bridge at Cleveland, Ohio, during July and August 1931, as follows:

As per detailed statement attached: - \$ #

Labor:-

Unl. + place concrete rip rap	18 hours @ .70 1/2 Per Hr	12.69	
" " " " "	16 " " .54 " "	8.64	
" " " " "	135 " " .40 " "	54.00	
" " open berth slag	22 " " .70 1/2 " "	15.51	
" " " " "	14 " " .54 " "	7.56	
" " " " "	112 " " .40 " "	44.80	
Filling in account washout		290.22	
		433.42	
10% Suptce and use of tools		43.34	
		476.76	
Trucking (2 Trucks - Pinton & Martin Inc) 54 hours @ \$ 2.75 Per Hr		148.50	
1% Suptce and use of tools		1.49	626.75

Material:-

10 Cars O.H. Slag - NYC	362138 - @ \$ 15.00 Per Car	150.00	
"	360482 -		
"	339657 -		
"	M 10123 -		
"	NYC 334925 -		
"	347502 -		
"	362487 -		
"	318384 -		
"	399889 -		
"	TKR 70555 -		

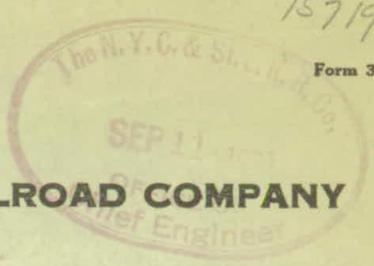
15% for handling and accounting		22.50	
Engine Rental: 20 hours (July 27 & 28) @ \$ 15.00 Per Hr		300.00	
Crane Rental: 2 Days @ \$ 24.00 Per Day		48.00	520.50
Total			1147.25

By Engineering Dept
September 1931 Account

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

JOINT WORK REPORT



Report of Work Performed in Repairing or Operating Tracks, Buildings, and Other Facilities Used Jointly by This and One or More Other Companies; Cost of Repairing Industrial Tracks (except from Switch point to thirteen foot clearance point); also Supplies Furnished Joint Crossing Watchmen, etc.

Name of Track or other Property Washout East 9th Street bridge

Location Cleveland Joint With CT&D

Section No. 36 Siding Ref: - Dates of Work Done July 25, 27-28, 31, 1931
July 29, 30, 31-1931

DESCRIPTION OF WORK PERFORMED	Hours and Rates per Hour		
	70 1/2	.54	.40
Unload & place concrete riprap	18	16	135
" " " open hearth slag for fill riprap	22	14	112

MATERIAL AND SUPPLIES USED

Amount	Kind	Description (Also whether new, second-hand or scrap)
10	Cars	off slag, NYC 362138 - 121000 lb
		" 360482 - 121000 "
		" 339657 - 121000 "
	M	10123 - 88000 "
	NYC	334925 - 121000 "
	"	347502 - 121000 "
	"	362487 - 121000 "
	"	348384 - 121000 "
	"	399889 - 121000 "
	NKP	70555 - 121000 "

see letter July 24, Aug 25. - file 15719.

MATERIAL TAKEN UP

B+B dept also have some expense for labor and locomotive crane and broken concrete
CT&D dept furnished 2 trucks

WORK EQUIPMENT USED

Kind	Car No.	No. Days Used

Note—See instructions on other side.

The above statements correct:

J. J. Parkhurst
IPM

Foreman.
Supervisor

MICHELE
THE NEW YORK CHICAGO AND ST. LOUIS RAILROAD COMPANY
JOINT WORK REPORT

1. The Labor and Material shown on this report should agree with Distribution of Labor Report and Material Report.

2. This report should be made after each joint job has been completed, or if the work is not completed at end of month, separate report should be made for each month.

3. When no joint work has been performed during the month, a report should be made with notation to that effect.

4. Show all material used and taken up.

5. When two or more Foremen are engaged on the same piece of work, each should report only his own charges, so as to avoid duplication.

6. Under "Material Taken Up" show quantities of second-hand or scrap material received. The quantities of most material, especially rail, should be the same as the quantities used. State in all cases whether second-hand or scrap material is taken up.

7. Under "Work Equipment Used" show engines, steam shovels, spreaders, unloaders, flat and bunk cars, and other equipment used so that proper rental charge may be made.

8. This blank is also to be used for reporting repairs made to industrial tracks, the expense of which is to be borne by the industry. However, no work of this kind should be done until an estimate of the repairs has been sent to the Supervisor and he has taken the matter up with the Supt. Track Mntce. & Constr'n. When the repairs have been authorized, the Foreman will be notified. Care should be taken to repair only such portion of the track for which authority has been granted. If it is necessary to use a greater amount of labor and material than originally estimated, additional authority must be secured in advance.

DUPLICATE

Work Train Service

9 hrs July 27 Eng. 60

11 " " 28 " 76

Crane X 0012 July 27-28-

DUPLICATE

NICKEL RATE ROAD

BILL NO. _____
(QUOTE WHEN REMITTING)

MONTH'S ACCOUNT _____

DEPT. NO. _____

DATE MADE _____ 19____

TO THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY DR.

(MAKE REMITTANCE TO ASSISTANT TREASURER, N. Y. C. & ST. L. R. R. CO., CLEVELAND, O.)

DISTRIBUTION

FOR FURTHER INFORMATION ADDRESS

AUDITOR OF DISBURSEMENTS

N. Y. C. & ST. L. R. R. CO.

CLEVELAND, O.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

9/8
August 31, 1931

Subject: File 15719

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

Please hurry joint work report for the work recently done in connection with the washout at the East 9 Street bridge, Cleveland, requested in my letter of the 25th.

Yours truly,

Assistant Chief Engineer

WHB:IB

15719

NICKEL PLATE ROAD

THE N. Y. C. & ST. L. R. R. CO.

DATE.....

DRAWING NO.....

DEPARTMENT.....

COMPUTED BY.....

CHECKED BY.....

CHARACTER OF WORK



9/1
Field Office
8/27/31

Mr. J. C. Wallam
Asst. Chf. Engr.

Dear Sir:-

Please refer to your letter of 8/25/31 file 15719 concerning joint work report covering washout at north end of E 9th St. bridge.

Reg to advise that the daily sheets covering the cost of trucks on this work went forward to you with my letter of 8/3/31 following the completion of the trucking.

Yours truly
Ernest R. Taylor
Asst. Engr.

C o p y

August 28, 1931.

Memo to Mr. Marsh:

I am attaching Mr. Bergen's letter of August 25th replying to my letter of July 27th, a copy of which you have, regarding the allocation of cost of the East 9th Street Traffic Bridge. I believe there is some misunderstanding between the Nickel Plate's forces and our forces regarding this matter. When the Nickel Plate statement originally came in I wrote Mr. Bergen that we would check this statement on the basis of the Terminals Company being obligated to construct only a standard retaining wall section and not the offset type which provides for future building columns. In your memo to me of May 7th, giving your estimates of the Terminals Company's costs for this structure, you gave alternate estimates, one being based on the offset type and one being based on the standard type. In my letter to Mr. Bergen of July 27th I only quoted our figures for the offset type. I judge from Mr. Bergen's letter that the NKP forces are under the impression that our figures are based on the standard type instead of the offset type. Will you please have this discussed with Mr. Tinker's forces and see if this matter cannot be straightened out.

H. D. Jouett

LJB

CC - W. J. Bergen

15719

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

August 25, 1931.

Mr. H. D. Jouett, Terminal Manager,
The Cleveland Union Terminals Co.,
1010 Terminal Tower Bldg., Cleveland, O.

Dear Sir:-

Referring to your letter of the 27th ult. regarding allocation of cost of the East 9th Street traffic bridge, I wish to say that I referred this to our Bridge Department and I am advised that the difference in the statements is due to the fact that your men are figuring upon a different design of wall than that upon which our estimate was based and, as I wrote you on March 24th, 1931, the design which we used in calculating your proportion of the cost was one which had been furnished us by you and I think there should be no question about the allocation being upon that basis.

When we first started considering the design of this wall we had some general discussion and it was decided that we would use the same type of wall which you had previously agreed upon with the Building Company and had used at Central Avenue. I find in my file a memo. of a meeting held in your office May 31st, 1928, at which were present Messrs. Jouett, Marsh, Tinker and myself and at which meeting several items were discussed, among which I find the following:-

"Mr. Marsh is to investigate the design of a retaining wall and wing wall, which the C.U.T. would use if the E. 9th St. traffic bridge were not to be constructed. The south abutment may then be modified accordingly."

was

In furtherance of that memo. Mr. Tinker/furnished prints by your construction department and we designed our abutment accordingly. Therefore, as stated above, I believe the allocation of cost should be based upon that design. Please investigate further and advise me of your conclusion.

Yours truly,

W. J. BERGEN

Engineering Ass't to President.

WJB:EJB:
cc: Mr. G.H. Tinker.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

August 25, 1931

Subject: File 15719

Mr. F. J. Parkhurst
Roadmaster
Mr. E. R. Taylor
Assistant Engineer

Gentlemen:

Referring to my letter of July 24 relative to the washout at the north end of the East 9th Street bridge, Cleveland.

As this job is now complete, please let me have joint work report showing the cost that your forces were put to in connection with the matter. Mr. Taylor will include the cost of trucks hauling the open hearth slag.

Yours truly,

Assistant Chief Engineer

WHB:IB

NICKEL & CARBON ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Conneaut, Ohio Aug. 24, 1931.

Subject: File 15719.

Mr. J. C. Wallace,
Asst. Chief Eng'r,
Cleveland, Ohio.

Dear Sir:

Referring to your letter of August 6, 1931 in regard to washout at East 9 Street bridge, Cleveland.

I am attaching herewith joint work report giving cost of filling in by this Department.

Yours truly,

H. L. Rockwell
Supv' r B. & B.

VEH:AJ
inc.

1. The Labor and Material shown on this report should agree with Distribution of Labor Report and Material Report.

2. This report should be made after each joint job has been completed, or if the work is not completed at end of month, separate report should be made for each month.

3. When no joint work has been performed during the month, a report should be made with notation to that effect.

4. Show all material used and taken up.

5. When two or more Foremen are engaged on the same piece of work, each should report only his own charges, so as to avoid duplication.

6. Under "Material Taken Up" show quantities of second-hand or scrap material received. The quantities of most material, especially rail, should be the same as the quantities used. State in all cases whether second-hand or scrap material is taken up.

7. Under "Work Equipment Used" show engines, steam shovels, spreaders, unloaders, flat and bunk cars, and other equipment used so that proper rental charge may be made.

8. This blank is also to be used for reporting repairs made to industrial tracks, the expense of which is to be borne by the industry. However, no work of this kind should be done until an estimate of the repairs has been sent to the Supervisor and he has taken the matter up with the Supt. Track Mntce. & Constr'n. When the repairs have been authorized, the Foreman will be notified. Care should be taken to repair only such portion of the track for which authority has been granted. If it is necessary to use a greater amount of labor and material than originally estimated, additional authority must be secured in advance.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

August 6, 1931

Subject: File 15719

Mr. H. L. Koch
Supervisor B. & B.

Dear Sir:

Your letter of August 3 and previous correspondence with reference to washout at north end of East 9 Street bridge, Cleveland.

As soon as this job is completed, let me have joint work report as it is probable that the expense will be billed against the Cleveland Union Terminals Company.

Y ours truly,

J. W. Anderson
Assistant Chief Engineer

WHB:IB

O.J.R. ✓

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

(Handwritten initials)
G
W
S

August 6, 1931

Subject: File 15719

Mr. H. L. Koch
Supervisor B. & B.

Dear Sir:

Your letter of August 3 and previous correspondence with reference to washout at north end of East 9 Street bridge, Cleveland.

As soon as this job is completed, let me have joint work report as it is probable that the expense will be billed against the Cleveland Union Terminals Company.

Y ours truly,

Assistant Chief Engineer

WHB:IB

O.J.R.

NICKEL F ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Conneaut, Ohio Aug. 3, 1931.

Subject: File 15719

Mr. J. C. Wallace,
Asst. Chief Eng'r,
Cleveland, Ohio.



Dear Sir:

Referring to correspondence in regard to wash-out at the north end of East 9th Street bridge, Cleveland.

We have unloaded and placed ten cars of slag and nine cars of riprap stone.

I expect to look this over tomorrow, the 4th, and if I find that more filling is required I will arrange to have some more of the refuse from Ridge Road abutments forwarded to Cleveland and unload them at this washout.

Yours truly,

H. L. Kock

HLK:AJ

Supv'r B. & B.

NICKEL PLATE ROAD

15719

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-1
700-2

A. C. HARVEY,
CHIEF ENGINEER

J. C. WALLACE,
ASST. CHIEF ENGINEER

G. H. TINKER,
BRIDGE ENGINEER

July 31, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

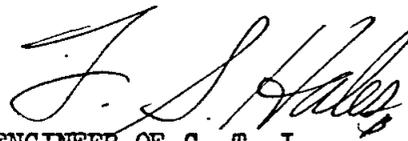
Dear Sir:

I have received copies of Mr. Bergen's letters of July 29 addressed to you, requesting that you take up with Mr. Marsh the matter of discrepancies in estimates of costs of theoretical retaining walls in connection with the construction of East 9th Street Traffic Bridge and East High Level Lead Bridge.

If you have no objection, I would like to have a representative of this Department be a party to these conferences. My reason is that, while you are in a position to agree on the theory involved and are able to apply unit prices to theoretical quantities agreed upon, there are always certain additional costs incurred in actual construction which should be given consideration when any agreement is reached. I do not believe that your office has, in all cases, a record of this type of item and I believe our records are the only place where this information is available.

I would therefore suggest that this Company's interests would be better protected if this Department were represented.

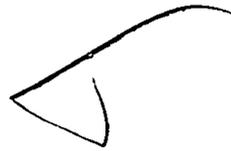
Yours very truly,



ENGINEER OF C. T. I.

WJB:E

CC: W. J. Bergen
O. E. H.
R. C. S.



NICKEL PLATE ROAD

15719

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

July 29, 1931.



Mr. H. D. Jouett, Terminal Manager,
The Cleveland Union Terminals Co.,
1010 Terminal Tower,
Cleveland, O.

Dear Sir:-

Mr. Hales has referred to me some correspondence he has had with regard to slopes washing out at East 9th Street traffic bridge and undermining our pavements. I note that there appears to be some question about the obligation of the C.U.T. to maintain these slopes. I am unable to accept your viewpoint as it appears to be clear that the cause of the wash is the cut made by the C.U.T. Co. and I think there should be no question about the responsibility of the C.U.T. Co. to maintain those slopes or construct any necessary walls to protect the Nickel Plate property. As the matter of approach to our Central Avenue Team Yard was vital and required immediate attention we have ordered necessary repairs made and we should appreciate your authority to bill the expense to the C.U.T. Co.

Yours truly,

(Signed) W. J. BERGEN

Engineering Ass't to President.

WJB:

EJB:

CC. Mr. A.C. Harvey,
Mr. F.S. Hales.

NICKEL PLATE ROAD

15719

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

July 28, 1931.



Mr. H. D. Jouett,
Chief Engineer,
Cleveland Union Terminals Company.

Dear Sir:

Mr. Hales has referred to me some correspondence he has had with regard to slopes washing out at East 9th Street traffic bridge and undermining our pavements. I assume that there is no question that it is the obligation of the C.U.T. to protect these slopes and as the matter of approach to our Central Avenue Team Yard was vital and required immediate attention we have ordered necessary repairs made and would appreciate your authority to bill the expense to the C.U.T.

Yours truly,

(Signed) W. J. BERGEN

Engineering Ass't to President

WJB/HC

CC - A. C. Harvey
F. S. Hales



NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

July 29, 1931

Mr. C. W. Waters
B. & B. Foreman

Dear Sir:

Referring to telephone conversation yesterday regarding the open hearth slag for approaches to East 9 Street bridge at Cleveland.

I am very anxious to have the 10 foreign cars containing this material released very promptly and am listing below car initials and numbers containing material:

NYC 362138	NYC 348384
360482	362487
334925	399389
339657	C&O 70555
347502	Montour 10123

Please keep me advised by telephone of the release of these cars.

Yours truly,

Assistant Chief Engineer

WHB:JB

HL Koch

Nye

362 138

360 482

334 925

334 657

347 502

348 384

362 487

399 389

Montour

10.123

Co

70.555

Unit, Y. G. & S. Co.
JUL 28 1931
OFFICE
Chief Engineer

7/27/31

Mr Wallace

Your letter 24th file 15719 filling without
E99 Street, Cleveland.

Mr Koch's crane is unloading the
broken concrete out of NKP cars first.

He should be instructed to have crane
unload the foreign cars of hot slag first
in order to release the foreign cars first.
If he continues to unload NKP cars first then
some foreign cars will be ^{with} ~~with~~ 7 or 8 days

OK. arranged ^{with} ~~with~~ ^{W.H.} ~~W.H.~~ ^{W.H.}
J. Parkhurst

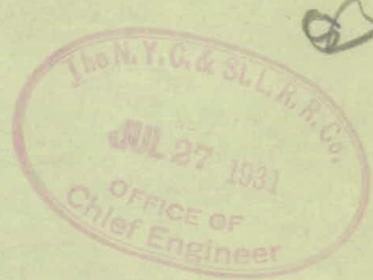
15719

NICKEL & COE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Conneaut, Ohio
July 25, 1931

Refer to file 5021-13



Mr. J. C. Wallace
Asst. Chf. Engineer

Dear Sir:

The heavy rains at Cleveland recently have again washed out the approaches to the E. 9th Street bridge over Cleveland Union Terminal tracks.

A temporary railing has been built around the northeast corner, however, repairs should be made promptly to prevent further washing away and damage to roadway and sidewalks.

Very truly yours,

Wm. A. ...

*Memo:
This is being carried for
John
7/27/31
MTO*

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

7/29
3
July 24, 1931

Subject: File 15719

Mr. H. L. Koch
Supervisor B. & B.
Mr. F. J. Parkhurst
Roadmaster
Mr. E. R. Taylor
Assistant Engineer

Gentlemen:

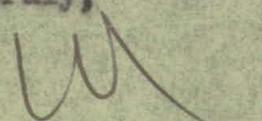
Referring to my letter of July 21 to Messrs. Parkhurst and Koch, with copy to Mr. Taylor, concerning repairs to washout at the north end of the East 9 Street bridge, Cleveland.

You each received copy of my letter of July 22 to National Tube Company releasing the five cars of open hearth slag referred to. However, in error the Tube Company have shipped ten cars instead and as the ten cars are all foreign equipment, it will be necessary that Mr. Koch arrange for work train to care for the unloading of this material together with rip-rap that he has arranged Monday, the 27th. It will be necessary that these foreign cars be released quickly and if there will be too much material, advise me and I will furnish disposition.

Mr. Taylor will get in touch with Mr. Koch on the ground Monday morning and arrange for whatever trucking of open hearth slag is to be done.

Mr. Parkhurst or his representative will also be on the ground to assist in whatever is necessary.

Yours truly,


Assistant Chief Engineer


WHB:IR

NICKEL PATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

July 22, 1931

National Tube Company
Lorain, Ohio

Gentlemen:

Confirming telephone conversation yesterday, please ship to Mr. Parkhurst, Roadmaster, at East 9 Street, Cleveland, five cars of open hearth slag in gondola cars, and if the material is not hot, arrange for shipment in NKP cars.

Will you kindly advise me of forwarding.

Yours truly,

Assistant Chief Engineer

WHB:IB

HL Koch
FJ Parkhurst
ER Taylor

This material is for washout at the north end of the East 9 Street bridge, of which I wrote Messrs. Parkhurst and Koch yesterday.

WMA

*Lucy
Also make
for 10 Cars
no change
WMA
Requ
G.T. Slag*

NICKEL PLATE ROAD

BE BRIEF

TELEGRAM

Cleveland O July 22 1931

Mr H L Koch
Cincinnati Ohio

Confirming telephone conversation today it will be necessary that the ~~xx~~ rip-rap for washout at approach to East 9 Street bridge Cleveland be cared for quickly Please arrange for prompt movement of nine cars rip-rap or whatever is required and place promptly We will also use the five cars O.H. slag that we have ordered B-131

J C Wallace

FJ Parkhurst
ER Taylor

NICKEL PATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

July 22, 1931

Mr. H. L. Koch
Supervisor B. & B.

Dear Sir:

Referring to our conversation yesterday relative to the rip-rap that you propose be used in the washout at East 9 Street bridge, Cleveland.

It is understood that you have 22 cars of rip-rap loaded at Ridge Road, Lackawanna, and that about 9 cars are required for the East 9 Street job.

Please arrange for the placing of whatever material is necessary at East 9 Street and for the unloading of the balance at Irving as we intended.

Yours truly,

Assistant Chief Engineer

WHB:IB

FJ Parkhurst
ER Taylor

Mr. Halv

W. H. H.
use 5 Cars
released +
as much as
not as
necessary.
J. H. H.

7/21/31

On the attached.

Koch called me today
suggesting that he use tip-cars
that he has in care at Hackensack.

It will take 9 Cars & he has
22 Cars loaded —

I have released 5 Cars at N.
Slay from Natl. Trub. Co. C. H. H.

July 21, 1901.

Letter 1170
Mr. F. J. Parthurst,
Roadmaster,

Mr. H. L. Koch,
Supervisor B. & B.

Gentlemen:

Referring to your letter of July 18 and your conversation with Mr. Hales regarding washout at the north end of the East 9th Street Bridge: Due to the excessive cost of hauling the old concrete material from the Food Terminal, we have decided it is better to take care of this washout with heavy slag.

I am ordering five cars of heavy slag today and will try to arrange to have the crane here by the time the slag is here, and you can arrange with Mr. Taylor to get a truck to haul the heavy slag from the Central Avenue Yard over to the North Approach.

Mr. Koch will, in the meantime, maintain the existing barricade and also construct such temporary crib walls as are required in order to hold the filling material on both the east and west sides of the North Approach.

Just as soon as the slag is received, this should be taken care of as the condition is getting bad and two or three more heavy rains may cause considerable damage.

Yours very truly,

FSH:B

CC: W. J. Bergen
A. C. Harvey
E. R. Taylor

7/21/01
Assistant Chief Engineer.

John Wilson Taylor

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY



Rocky River, O, July 21, 1931

Mr. J. C. Wallace,
Asst Chief Engineer.

Dear Sir:-

My letter 18th relative to north approach to East 9th Street bridge, Cleveland, being washed out.

The heavy rains during past few days have washed out more of this approach and have washed in under the concrete on the north-east corner. Also, have washed out a bigger hole at the north-west corner. We will have to secure some heavy filling material from some place quick in order to prevent this washing still more and doing possible damage to the bridge itself. What broken concrete we will get from the Food Terminal work will not be sufficient to take care of this. If Mr Kock has any stone or brick or broken concrete it should be hurried to this place and used for filling to protect this bridge and street from further damage.

Yours truly,

J. J. Parkhurst
Roadmaster

Copy F S Hales, CTI

Run up me

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

File 700-1

July 21, 1931



Mr. W. J. Bergen,
Engr. Asst. to President,

Dear Sir:

For your information, I am attaching herewith copy of a letter just written to Mr. Parkhurst regarding repairing approach to the East 9th Street Bridge.

This Bridge was first washed out after the rain on June 26 and the subsequent rains have made it much worse until now it is getting to be a serious matter.

Being under the impression that it was an obligation of the Cleveland Union Terminals to maintain our property (if necessary, by building retaining walls) I wrote Mr. Jouett, asking him to take care of the necessary repairs. He replied that the Rapid Transit people would take care of repairs this time but that the actual trouble was due to our East 9th Street Bridge not having any wing walls on the north abutment. I wrote him again yesterday that the Rapid Transit people had not done anything as yet except clean the dirt off of their track, and would they please proceed at once to take care of the situation.

After making a personal inspection yesterday afternoon, I decided that the situation was reaching an emergency stage and that we could no longer argue about who was to do the work, but that repairs would have to be made and the arguments taken care of later; therefore the letters to Messrs. Parkhurst and Koch.

I agree with Mr. Jouett, however, that we should have some kind of a retaining wall at the north abutment of this bridge because, although the wing walls are not necessarily required to protect the Rapid Transit tracks, they are required in order to prevent our Right of Way from washing out. The situation will be helped somewhat when permanent paving is installed provided we put in a catch basin immediately at the junction of the bridge and the approach and in that manner handle some of the water, but this still will not eliminate the danger of undermining by washing out.

I am giving you this information because, if I am correct in my assumption, it is up to the Cleveland Union Terminals to do whatever is necessary in order to keep our property from washing out.

Yours very truly,

ENGINEER OF C. T. I.

FSH:E
CC: A. C. Harvey

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

July 21, 1891.

Mr. F. J. Parkhurst,
Roadmaster,

Mr. H. I. Koch,
Supervisor B. & B.

Gentlemen:

Referring to your letter of July 18 and your conversation with Mr. Hales regarding washout at the north end of the East 5th Street Bridge: Due to the excessive cost of hauling the old concrete material from the Food Terminal, we have decided it is better to take care of this washout with heavy slag.

I am ordering five cars of heavy slag today and will try to arrange to have the cranes here by the time the slag is here, and you can arrange with Mr. Taylor to get a truck to haul the heavy slag from the Central Avenue Yard over to the North Approach.

Mr. Koch will, in the meantime, maintain the existing barricade and also construct such temporary crib walls as are required in order to hold the filling material on both the east and west sides of the North Approach.

Just as soon as the slag is received, this should be taken care of as the condition is getting bad and two or three more heavy rains may cause considerable damage.

Yours very truly,

Assistant Chief Engineer.

FSH:E

CC: W. J. Bergen
A. C. Harvey
S. R. Taylor

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Conneaut, Ohio July 20, 1931.



Mr. J. C. Wallace,
Asst. Chief Eng'r,
Cleveland, Ohio.

Dear Sir:

Referring to your memorandum note of June 14, 1931 with copy to C. Waters in regard to washout at the roadway at East 9th Street.

Foreman Waters has made repairs to the fence and advises that it will require 25 or 30 yards of heavy fill to take care of the washout.

Will you please arrange.

Yours truly,

A. J. Rock
Supv r B. & B.

VEH:AJ

H

NICKEL ~~PA~~ ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

File 700-1

July 20, 1931

Mr. H. D. Jouett,
Chief Engineer
Cleveland Union Terminals Company
Terminal Tower Building
Cleveland

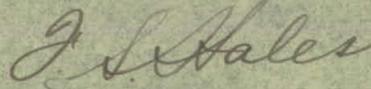
Dear Sir:

Under date of July 3rd you advised me that The Cleveland Interurban Railway Company was restoring your slope at our East 9th Street Traffic Bridge where your banks did not hold during the recent heavy rain.

To date nothing has been done at this point and our bridge approach is in an unsatisfactory condition.

Will you, therefore, have this matter taken care of this week.

Yours very truly



ENGINEER OF C T I

WJB:V

CC: A. C. Harvey

NICKEL ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY



Rocky River, O, July 18, 1931.

Mr. J. C. Wallace,
Asst Chief Engineer.

Dear Sir:-

Your letter June 29th relative to north approach to East 9th Street bridge, Cleveland, being washed out during recent rain storm, undermining the roadway at both sides.

Temporary repairs made with plank to protect same; but, it will be necessary to haul in filling material with trucks to refill this washout. This filling material should be coarse rip-rap material that will not wash. I talked to Mr Hales today and he thought we could get the old concrete pavement material which we get when the new track is built at the Brandt building at the Food Terminal and haul it to 9th street bridge in trucks. It will have to be material heavier than dirt to prevent washing.

Also, B&B men should build a timber retaining wall to extend the wing-wall to hold the filling material.

Yours truly,

J. Parkhurst
Roadmaster

cc'd via act ERT

F.P. 10 L.K.

W. H. B.
Mr. Berger feels this is positively C.V.T. obligation & that if necessary they must build a wall to hold over slope. all rock should do is to barricade where necessary unless it becomes dangerous.

X
See letter

NICKEL  CATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

S
July 16, 1931

Subject: File 15719

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

Referring to my letter of June 25 instructing that you place fine slag on the two approaches to the 9th Street bridge over depot tracks, Cleveland, and that oil be applied to keep dust from blowing from these approaches into the windows of our buildings.

It is understood that the slag is placed but not yet oiled, which please care for promptly.

Yours truly,

Assistant Chief Engineer

WHB:IB

AC Showalter

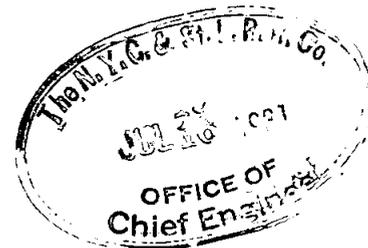
NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
NICKEL PLATE DISTRICT
CLEVELAND, OHIO

A. C. SHOWALTER,
GENERAL SUPERINTENDENT

July 15, 1931.

File 249.



Mr. J. C. Wallace,
Asst. Chief Engineer.

Dear Sir:

Your letter of June 25th to Mr. Parkhurst relative to placing slag on the approaches to the 9th Street bridge over depot tracks at Cleveland, to be rolled down and oiled.

Mr. Maxfield advises that some slag has been placed on the approaches and leveled off, but these approaches have not yet been oiled. This creates a very dirty and dusty condition.

Will you please have this taken care of as promptly as possible, and oblige

Yours truly,

A handwritten signature in cursive script, appearing to read "A. C. Showalter".

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

78

June 29, 1931

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

During the recent storm, the north approach to East 9 Street bridge, Cleveland, was washed out very badly, the roadway being undermined on both sides.

This should be repaired promptly, which you will please arrange.

Yours truly,

Assistant Chief Engineer

WHS:IB

CE Maxfield

5021-13

FORM 905

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
NICKEL PLATE DISTRICT

BROADWAY FREIGHT TERMINAL EAST 9TH AND BROADWAY
NORTHERN OHIO FOOD TERMINAL E. 40TH ST.
CLEVELAND, OHIO

TELEPHONE MAIN 9000

H. H. BECK,
ASST. AGENT



J. M. MOYER,
AGENT

June 26-1931

File F-1-5- Broadway-E.9th

Mr. C. E. Maxfield,
Superintendent,
Conneaut, O.

Dear Sir:

The north approach to East 9th St. bridge has washed out very badly account of rain we had this morning. The roadway is undermined on both sides and same should be repaired quickly as another rain may wash it out so that it will be impassable for trucks.

Yours truly,

J. M. Moyer
Agent

Copy to-
C.H.Lee, Asst.Supt.

*JCW
Please
rush repairs.
Done
6/27*

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO



A. C. HARVEY,
CHIEF ENGINEER
J. C. WALLACE,
ASST. CHIEF ENGINEER
G. H. TINKER,
BRIDGE ENGINEER

June 25, 1931

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

Superintendent Maxfield has made request that some fine slag be put on the two approaches to the 9th Street bridge over depot tracks, Cleveland, and that same be rolled down and, if possible, that oil be applied so as to avoid dust blowing from these approaches into the windows.

I believe that you have been doing this each year and if not already arranged, please care for the matter.

Yours truly,

Assistant Chief Engineer

WHB:IB

AC Showalter

*Jaw
Marsh Hart Co
finished rolling
this yesterday.
JJP 6/26/31*

NICKEL PLATE ROAD

FORM 901

15719

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

June 25, 1931

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

Superintendent Maxfield has made request that some fine slag be put on the two approaches to the 9th Street bridge over depot tracks, Cleveland, and that same be rolled down and, if possible, that oil be applied so as to avoid dust blowing from these approaches into the windows.

I believe that you have been doing this each year and if not already arranged, please care for the matter.

Yours truly,

Assistant Chief Engineer

WHB:IB

AC Showalter

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
NICKEL PLATE DISTRICT
CLEVELAND, OHIO

A. C. SHOWALTER,
GENERAL SUPERINTENDENT

OFFICE OF
Chief Engineer

June 24, 1931.

File 249.

Mr. J. C. Wallace,
Asst. Chief Engineer.

Dear Sir:

Supt. Maxfield has made request that some fine slag be put on the two approaches to the 9th Street bridge over the depot tracks and that same be rolled down and if possible that oil be applied so as to avoid dust blowing from these approaches into the windows.

Will you please advise if this can be taken care of?

Yours truly,



15719

(At Chicago)

May 26, 1931

Mr. F. S. Hales
Engr of C T I

Dear Sir:

Replying to yours of May 23, in regard to renewing the pavement in the approaches to the East 9th Street Bridge.

It is my recommendation that the permanent pavement be installed as I do not consider that asphalt under the traffic conditions at this point can be considered anything but a temporary arrangement. If Mr. Bergen concurs in my recommendation I suggest you request bids for doing the work.

Yours truly

Chief Engineer

Copy to:
Mr. W. J. Bergen

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

A. C. HARVEY,
CHIEF ENGINEER

J. C. WALLACE,
ASST. CHIEF ENGINEER

G. H. TINKER,
BRIDGE ENGINEER

May 23, 1931.

Mr. A. C. Harvey,
Chief Engineer.

Dear Sir:

If you recall, the approaches to the E 9th Street Bridge were taken care of by waterbound macadam due to the new fill on each end of the Bridge. I noticed yesterday that the condition of these approaches is very bad, holes being in some places as much as 8 inches deep, which will require considerable labor and material to get in proper shape. Very heavy trucking takes place over this bridge and over these approaches and I believe that we should probably take steps to put in some form of permanent paving, or if not permanent paving, at least some form of temporary paving of a more lasting nature than ordinary waterbound macadam.

It appears to me that we could either put in a permanent concrete pavement or use the present slag paving and put on asphalt top.

There are approximately 1000 square yards involved resulting in a cost of probably \$2700 for the permanent paving and probably \$1500 for complete asphalt top.

If the work is done at this time we could charge it to an existing A.F.E.

Yours very truly,



Engineer of C.T.I.

FSH:JE

CC to Mr. W. J. Bergen.

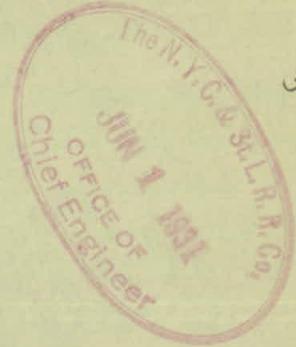
NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

A. C. HARVEY,
CHIEF ENGINEER
J. C. WALLACE,
ASST. CHIEF ENGINEER
G. H. TINKER,
BRIDGE ENGINEER

May 23, 1931.



Mr. F. J. Parkhurst,
Roadmaster.

Dear Sir:

The condition of the approaches to the East 9th Street Bridge are in bad shape and you should arrange to take care of filling the holes with slag.

Yours very truly,

J. C. Wallace

Ass't Chief Engineer.

FSH:JE

*gew
done
FJO 6/1/31*

15719

May 23, 1931.

Mr. F. J. Parkhurst,
Roadmaster.

Dear Sir:

The condition of the approaches to the
East 9th Street Bridge are in bad shape and you should
arrange to take care of filling the holes with slag.

Yours very truly,

FSH:JE

Ass't Chief Engineer.

April 8, 1931

Subject: File 15719

Mr. F. S. Hales
Engineer C.T.I.

Dear Sir:

You have copy of my letter of March 28 to Mr. E.M. Smith in connection with the case of Udelson vs Culbertson, and in particular in regard to \$650.00 which we have been holding in connection with this matter.

Mr. Smith has now advised that it will be satisfactory to release this amount and will you accordingly arrange for voucher.

Yours truly,

Chief Engineer

LGM:VS

WJ Bergen

NICKEL LATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
CLEVELAND, OHIO

W. A. COLSTON,
VICE PRESIDENT AND GENERAL COUNSEL
JOHN H. AGATE,
ASSISTANT GENERAL COUNSEL
W. J. STEVENSON,
ASSISTANT GENERAL COUNSEL

C. C. COLLISTER,
GENERAL ATTORNEY
E. M. SMITH,
GENL. LAND & TAX ATTORNEY
E. J. HALBERG,
ATTORNEY

April 7, 1931

Mr. A. C. Harvey,
Chief Engineer.

Enclose herewith copy of letter which I received today from Mr. Wm. B. Woods, attorney for H. E. Culbertson, in connection with the \$650.00 due Culbertson under contract covered by your file 15719. In view of the situation, as expressed in this letter, it will be satisfactory for you to release the funds.

EMS/kd



Cleveland, Ohio
April 6, 1931

E. M. Smith, Esquire,
Nickel Plate Railroad,
30th Floor, Terminal Tower,
Cleveland, Ohio.

Your File No. 15719
H. E. Culbertson vs. Udelson

Dear Sir:

I have before me the letter of Mr. Harvey of April 3rd stating that your department is doubtful about releasing the balance of \$650 due the Culbertson Company.

Supplementing the information contained in the certified copy of the Journal Entry which you have, I would advise as follows:

After decision in the Common Pleas Court with a small judgment in favor of Udelson, this case went to the Court of Appeals and was reversed. Later Udelson tried to get the case into the Supreme Court and the Court denied his motion to certify.

This brought the case back to the Common Pleas Court for entry of judgment, then the Court of Appeals should have entered that judgment as explained in the Journal Entry which you have before you, and was entered on March 2nd at the last term of court.

As no action has been taken by Udelson for a new trial, it would seem that time for any further proceedings has elapsed so far as Udelson is concerned, and I believe that you are justified in releasing the fund in your possession.

I trust that I may hear from you with favorable action that Mr. Harvey has been advised that the fund may be released.

Very truly yours,

(signed) Wm. B. Woods

April 3, 1931

Subject: File 15719

The H. E. Culbertson Company
Union Trust Building
Cleveland, Ohio

Gentlemen:

Referring to your letter of March 27 inclosing certified copy of journal entry in connection with the case of Morton J. Udelson vs The H. E. Culbertson Company, and asking that we release the \$650.00 which we are now holding in connection with this case.

I referred this matter to our Law Department and they advise as follows:

"I am returning the journal entry herewith, and beg to advise that the same shows that instead of a judgment against Culbertson for \$608.54, Culbertson has a judgment against Udelson for \$75.66. However, I have no information before me showing if the Udelson Company are going to be satisfied with this outcome of its law suit, and until the time has elapsed for taking further action by Udelson, we should not release the bond you now hold and pay over the \$650.00 to Culbertson, unless they come in and present a signed statement by Udelson to the effect that all further litigation with respect to this bond is abandoned and the Culbertson Company released from any liability in connection therewith, or satisfy you that Udelson has paid Culbertson the \$75.66 plus interest, thereby disposing of this litigation."

Under the circumstances, will you please advise further.

Yours truly,

Chief Engineer

LGM:VS

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
CLEVELAND, OHIO

W. A. COLSTON,
VICE PRESIDENT AND GENERAL COUNSEL
JOHN H. AGATE,
ASSISTANT GENERAL COUNSEL
W. J. STEVENSON,
ASSISTANT GENERAL COUNSEL

March 31, 1931

C. C. COLLISTER,
GENERAL ATTORNEY
E. M. SMITH,
GENL. LAND & TAX ATTORNEY
E. J. HALBERG,
ATTORNEY

Mr. A. C. Harvey,
Chief Engineer.

Your letter of the 28th inst., file 15719, in connection with the indemnity agreement furnished you by the Culbertson Company in May of 1930, as per my letter of May 21, 1930:

I am returning the journal entry herewith, and beg to advise that the same shows that instead of a judgment against Culbertson for \$608.54, Culbertson has a judgment against Udelson for \$75.66. However, I have no information before me showing if the Udelson Company are going to be satisfied with this outcome of its law suit, and until the time has elapsed for taking further action by Udelson, we should not release the bond you now hold and pay over the \$650 to Culbertson, unless they come in and present a signed statement by Udelson to the effect that all further litigation with respect to this bond is abandoned and the Culbertson Company released from any liability in connection therewith, or satisfy you that Udelson has paid Culbertson the \$75.66 plus interest, thereby disposing of this litigation.

EMS/ka

Emmery

The State of Ohio, }
CUYAHOGA COUNTY } ss.

IN THE COURT OF COMMON PLEAS

January Term, 1931

Morton J. Udelson, etc
vs.

Journal Entry

Number 294301

H. E. Culbertson, Company

March 2nd, 1931

This cause came on for hearing following the order of the Court of Appeals reversing judgment of this Court on the second cause of action of plaintiff's petition and the entering of final judgment for defendant, the H E Culbertson Company, on the second cause of action; and this court now corrects its former judgment in accordance with the judgment of the Court of Appeals and offsets the verdict vs defendant, the H E Culbertson Company, for \$266.44 on the first cause of action against the verdict in favor of the H E Culbertson Company and against Morton J Udelson, the defendant here, for \$342.10, on said defendant's answer and cross petition, leaving a net verdict vs Morton J Udelson, plaintiff for \$75.66 with interest from January 31st, 1930, in favor of the H E Culbertson Company, in which amount judgment is now entered vs said plaintiff, Morton J Udelson, and the costs are assessed against him.

Journal 262 page 1533

The State of Ohio, }
CUYAHOGA COUNTY } ss.

I, THOS. C. COOK, Clerk Pro Tem of the Common

Pleas Court within and for said County, and in whose custody the files, Journals and Records of said Court are required by the laws of the State of Ohio, to be kept, hereby certify that the foregoing is taken and copied from the Journal _____ Entry _____

of the proceedings of the Common Pleas Court within and for said Cuyahoga County, and that the said foregoing copy has been compared by me with the original entry on said Journal _____ and that the same is a correct transcript thereof.

In Testimony Whereof, I do hereunto subscribe my name officially, and affix the seal of said court, at the Court House in the City of Cleveland, in said County, this _____ 24 _____ day of _____ March _____ A. D. 193_ 1_

Thomas C Cook Clerk Pro Tem
By _____ Deputy Clerk

No. 294501

Cuyahoga Common Pleas

Morton J. Udelsan, d. h. a.
vs.

H. E. Culbertson, Company

COPY OF JOURNAL ENTRY

4/10

March 28, 1931

Subject: File 15719

Mr. E. M. Smith
Gen'l Land & Tax Attorney

Dear Sir:

Referring to your letter of May 21, 1930, forwarding indemnity agreement for the Culbertson Company in connection with case of Morton J. Udelson vs the H.E.Culbertson Company.

I am now advised by the Culbertson Company that this case has finally been disposed of, resulting in a judgment in favor of the Culbertson Company against Udelson in the amount of \$75.66 with interest, and they have forwarded the attached certified copy of Journal Entry with request that we release the \$650.00 which we have been holding in connection with this case.

Will you please advise if satisfactory to now release this amount.

Yours truly,

Chief Engineer

LGM:VS

inc.

FS Hales



THE H.E. CULBERTSON CO.
GENERAL CONTRACTORS
UNION TRUST BUILDING
CLEVELAND

H. E. CULBERTSON, PRES
S. A. FROLKING, SECY-TREAS

DETROIT-WASHINGTON BLVD. BLDG
E. J. WIDMAN, DIST. MGR

PITTSBURGH, CLARK BLDG
W. A. CRAIG, DIST. MGR

March 27th, 1931.

Mr. A. C. Harvey, Chief Engineer,
Nickel Plate Road,
Cleveland, Ohio.



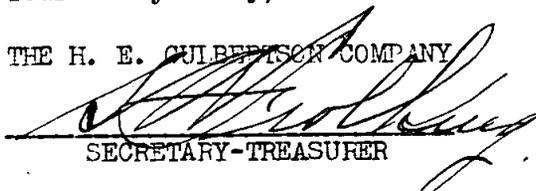
Dear Sir:

We are enclosing herewith, certified copy of Journal Entry in connection with the case of Morton J. Udelson, vs. The H. E. Culbertson Company -- which case has finally been disposed of, resulting in a judgment in our favor against Udelson in the amount of \$75.66 with interest.

We believe, with this certified copy of the Journal Entry, you will be able to release the \$650.00 which you have been holding in lieu of this case.

Yours very truly,

THE H. E. CULBERTSON COMPANY


SECRETARY-TREASURER

SAF:McL

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

March 24, 1931.

Mr. H. D. Jouett,
Chief Engineer,
Cleveland Union Terminals Company.

Dear Sir:

Replying to your letter of the 19th inst., regarding retaining wall construction at East 9th Street, I wish to say that I am advised by our Bridge Department that the design used for calculating your proportion was one submitted by you and adopted by you for the wing walls, the entire cost of which is chargeable to the C. U. T. I suggest that you check into this in order that no time and expense may be wasted in making calculations on other designs.

Yours truly,

(Handwritten signature)

Engineering Ass't to President

WJB/HC

CC - G. H. Tinker

with copy of Mr. Jouett's letter of 19th inst. attached

182.80
5

Handwritten notes and signatures at bottom left

C U

THE CLEVELAND UNION TERMINALS COMPANY
TERMINAL TOWER
CLEVELAND, OHIO

March 19, 1931.

Mr. W. J. Bergen,
Engineering Ass't to President,
Nickel Plate Road,
Terminal Tower.

Dear Sir:

Referring to statement showing the
Terminals Company's share of cost of construction
of the East 9th Street traffic bridge, which you sent
me with your letter of March 14th.

I note that on sketch which accompanied this
statement the retaining wall section shown is of the
off-set type which may be somewhat more expensive than
the type of wall which the Terminals Company is obligated
to build. We will check your statement on the basis of
the Terminals Company's obligation.

Yours very truly,

(S) H. D. JOUETT

Terminal manager.

LJB

15719

March 9, 1931

Mr. F. S. Hales
Engr. of C.U.T.

Dear Sir:

In answer to your letter of February 7th asking for setup of quantities for theoretical retaining walls at the E. 9th St. bridge for purpose of billing the C.U.T. Company, please note the following:

Quantities for Theoretical Retaining Walls
in Place of E. 9th St. Bridge Abutments

Excavation	4263 cu. yds.	at \$3.25	\$13854.75
2500# Concrete	1565 "	" 14.50	22692.50
Steel reinforcing	323265 lbs.	" .05	16163.25
Waterproofing	10210 sq. ft.	" .08	5616.80
16 ga. copper	Already billed with wing walls		
3/4" raggle blocks	248 lin. ft.	at .15	37.20
3/4" Elastite	216 sq. ft.	" .50	108.00
Waterproofing Exp.Jts.	205 "	" .15	30.75
			<u>58503.25</u>
15% Engr. & Contingencies			8775.50
Total due from C.U.T. Company			<u>\$67278.75</u>

We also attach four prints each of sheets 1 and 2 which are sketches showing the relation between theoretical retaining walls and abutments as built and on which the above setup was based.

We have also added 15% for engineering and contingencies as an arbitrary figures. If 15% is not acceptable in your judgment, it is suggested that the actual engineering charges for the whole job be proportioned according to the total cost to be allocated to the C.U.T. Company.

Very truly yours,

OEH/S

Bridge Engineer.

18280
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15719

(At Chicago)

February 10, 1931

Mr. F. S. Hales:

On the attached: I understand that the Culbertson Company are agreeable to settlement on the basis of \$1,000.17, and by the payment of this sum the matter will be closed.

ACH

Mr. Hales - That is what Mr. Frothingham agreed to. Also C. V. T. has agreed to any payment we finally make - so that C. V. T. will pay this to us.

J. S. A.
2/12/31

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

February 9, 1951

The H. E. Culbertson Company,
Union Trust Bldg.,
Cleveland, Ohio.

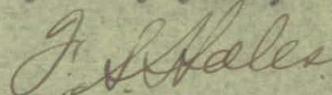
Gentlemen:

With reference to your letter of January 26th to Mr. A. C. Harvey and with reference to my conversation with Mr. Frolking today regarding extra bill of \$1288.20 for additional compensation for extra trestle on account of change in plans of the wing walls of the south abutment for the E. 9th St. Bridge.

I wish to advise that, as stated to Mr. Frolking, I am agreeable to accepting this bill less one-half of the charge for material and less the equipment rental, bringing the bill to \$1000.17.

As suggested by Mr. Frolking, I will simply make the notation on the bill and will arrange promptly for voucher.

Very truly yours,



Engineer of C.T.I.

FSH/S

CC to Mr. W.J. Bergen
Mr. A.C. Harvey ✓

NICKEL DATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

A. C. HARVEY,
CHIEF ENGINEER
J. C. WALLACE,
ASST. CHIEF ENGINEER
G. H. TINKER,
BRIDGE ENGINEER

File 700-1

February 7, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:

Will you please arrange to design and furnish me quantities for retaining walls to take the place of the abutments of the East 9th Street Traffic Bridge. This is similar to the set-up for the two High Level Lead Bridges, in that the Cleveland Union Terminals Company would be required to pay for theoretical retaining walls which would have had to be built had our bridge not been constructed.

In the case of the East 9th Street Bridge it will not be necessary to design any walls to be substituted for the wing walls as the Cleveland Union Terminals Company has already been billed for the full cost of these wing walls.

Yours very truly,

J. S. Haley
Engineer of C.T.I.

WJB:JE

CC : to Mr. W.J.Bergen.

*A.S.
copy
2/10/31*

✓

*182.80
5*

2/17

January 29, 1931

File 15719

Mr. W. J. Bergen
Engr Ass't to Pres

Dear Sir:

Please refer to your letter of March 5, 1930, to Mr. Hales, in which you advised that you had conferred with Mr. Jouett in regard to extra bill from the Culbertson Company, in amount \$1288.20, on account of change in the plan of the abutment for the East 9th Street Bridge and that he was not agreeable to paying more than one-half, namely \$644.10.

We advised the Culbertson Company that we would honor bill in amount \$644.10 and I am now in receipt of letter from them, copy of same being attached.

Will you please advise what further reply should be made to the Culbertson Company?

Yours truly

Chief Engineer

January 27, 1931

Mr. F. S. Hales:

Any further comments on the attached?

ACH

Mr. Harvey -

We do not agree all the work
done was necessary and are
willing to pay 50% of this bill
& that is our position.

J. S. R.
1/27/31

15719



THE H.E. CULBERTSON CO.
GENERAL CONTRACTORS
UNION TRUST BUILDING
CLEVELAND

H. E. CULBERTSON, PRES
S. A. FROLKING, SECY-TREAS.

DETROIT-WASHINGTON BLVD BLDG.
E. J. WIDMAN, DIST. MGR

January
26th
1931

PITTSBURGH, KEENAN BLDG.
W. A. CRAIG, DIST. MGR.

Mr. A. C. Harvey,
Chief Engineer - Nickel Plate R.R.,
Terminal Bldg.,
Cleveland, Ohio.



Dear Sir:

Kindly refer to our invoice dated November 29th, 1929 in the amount of \$1288.20, which bill covers labor and material required for the construction of additional Wing Wall on the South abutment of E. 9th Street Bridge.

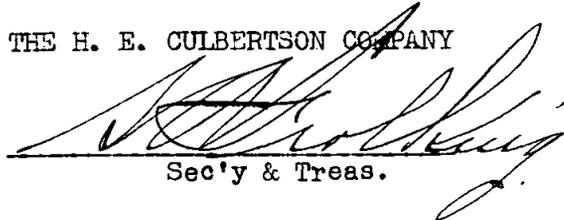
We have had this bill under discussion between the respective companies for some time, but we must insist upon the payment of this bill.

At the time this matter was brought up, we were told by your company, that we should go ahead with this work and that they would pay all additional expense for the construction of these additional wing walls. This does not represent any profit to us, and is an actual cost of the work as both checked by your time keeper and inspected every day by your Mr. Hales, your company knowing at all time just exactly what we were doing and we see no reason why this bill should not be paid.

W. kindly ask that you place this bill in line for payment as it now is over a year old.

Yours very truly,

THE H. E. CULBERTSON COMPANY


Sec'y & Treas.

SAF-GS