

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

San Francisco, July 20, 1912.

To E. T. Jeffery, President,
W. P. Ry., Co., 165 Broadway,
New York, N. Y.

The typewritten sheet relating to Arnold's Loop work, attached to contract with Utah Construction Company for line Desert to Death, dated October eleventh, nineteen six, copy of which you have, provides under clause "a" of paragraph two:

Quote that such material from the said cut as may be necessary to make the fill between Engineer's stations five hundred and five hundred twenty three plus fifty, shall be excavated, transported and placed in said fill by the contracting company under the specifications and contract prices herein provided End quote.

And under clause "b" of said paragraph:

Quote that the contracting company shall have the right if it will provide suitable steam shovels therefor, to excavate the remaining material from said cut and load it upon the cars of the Railway Company under the orders of the Engineer of the latter at a price per cubic yard to be fixed by the Chief Engineer of said Railway Company. All of said material so excavated and loaded shall be transported by the Railway Company at its own expense and used for filling at any point on its line it may desire etc. End quote.

Wyche states that at the contract earth prices, including overhaul, the work under clause "a" of excavating that portion

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of the cut necessary to fill opening between stations five hundred and five hundred twenty three plus fifty, will cost forty cents, with the risk of encountering rock classification increasing the cost, and further states that the transportation to be furnished by the railroad company under clause "b" including a seventeen thousand dollar temporary trestle at the Loop will be very expensive, and he has been negotiating with Wyche to cover the work under clause "a" and "b" for a distance of thirty miles of classification of thirty eight cents per cubic yard with hauls of two miles or less and forty cents per cubic yard for hauls between two miles and five miles, construction company to provide its own transportation in the cut, and that on the whole job of about four hundred and eighty seven thousand yards in this cut he thinks will save at least seven thousand dollars with no cost attached to our company either for higher classification or transportation costs. Of course we will lay the track on its permanent location when excavated and the roadbed is prepared therefor, and it will be used by the construction company for part of this hauling.

By giving the Construction Company the work under clause "b" the time of completion would necessarily have to be extended proportionately, probably three months.

I think this a good proposition and recommend Wyche be

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instructed to proceed on these lines under a supplementary contract.

C. H. Schlacks.



READ THE NOTICE AND AGREEMENT ON BACK