

MAKE REMITTANCE TO TREASURER,
BOSTON AND MAINE CORPORATION - DEBTOR, BOSTON, MASS. 02114 **DUPLICATE**

Bill No.
(Quote when remitting)

Month's Account **October 1975**

..... **F&E** Dept. No.

Date Made..... **October 20, 1975**

Waynard L. Young
P.O. Box 832- Young Lane
Portsmouth, N.H. 03801

BOSTON AND MAINE CORPORATION, DEBTOR

M-9775 TO

ROBERT W. MESERVE, BENJAMIN H. LACY, Trustees

<p style="text-align: center;"><u>APPLIED ON ACCOUNT</u></p> <p>For Flag Protection while painting Bridge 52.71, 52.73 and 24.76, Manchester, N.H. Sept. 11, 1975.</p>				
<p><u>Flag Protection</u></p> <p>1 man @ 125.00 per day</p> <p>45 mins. O.T. @ 14.00 per hr</p>		125 00		
<p style="text-align: center;"><u>Distribution</u></p> <p>Credit Acct. 709 M-9775 60.82</p> <p style="padding-left: 100px;">784 R/S 73.21</p> <p style="padding-left: 100px;">784 F&E 1.47</p> <p style="text-align: right; border-top: 1px solid black;">135.50</p>		10 50		135 50
<p style="text-align: center;"><u>F&E INS.</u></p> <p>.3699% of 46.94 .17</p> <p>2.76 % of 46.94 1.30</p> <p style="text-align: right; border-top: 1px solid black;">1.47</p>				

4401-C
 MAKE REMITTANCE TO TREASURER,
 BOSTON AND MAINE CORPORATION -- DEBTOR, BOSTON, MASS. 02114 DUPLICATE

Bill No.
 (Quote when remitting)
 Month's Account Sept. 1975
 R&E Dept. No.
 Date Made October 2, 1975

Maynard L. Young
P.O. Box 832 - Young Lane
Portsmouth, N.H. 03801

BOSTON AND MAINE CORPORATION, DEBTOR

ROBERT W. MESERVE, BENJAMIN H. LACY, Trustees

M-9775 TO

For Flag Protection while painting Bridge
 52.71, 52.73, and 24.76, Manchester, N.H.
 Aug. 1975.

Flag Protection - Aug. 6, 7, 14, 19, 27, 28
 6 days @ 125.00 per Day
 Aug. 6, 15 mins. O.T. @ 14.00 per hr.

Distribution
 Credit Acct. 709 M-9775 343.92
 784 R/S 402.40
 784 F&E ins. 7.18
753.50

F&E Insurance
 .3699% of 229.24 .85
 2.76 % of 229.24 6.33
7.18

750	00		
<u>3</u>	<u>50</u>	753	50

MAYNARD L. YOUNG, JR.

PAINTING CONTRACTOR

P. O. BOX 832

PORTSMOUTH, NEW HAMPSHIRE

03801

November 26, 1975

OFFICE OF COMPTROLLER
NOV 23 1975

P. W. Carr, Comptroller
Boston and Maine Corporation
North Station
150 Causeway Street
Boston, Mass. 02114

Dear Mr. Carr:

Received a check from the Boston and Maine in the amount of \$211.00.* This check would have been in the correct amount if all days listed had actually been worked by your men, but as it turned out, we are not in agreement with two days listed by you.

First of all on August 28 you have us listed with a charge of \$125.00 for a full day, and we received a call from the Boston and Maine stating that they had sent a man up but he could not work on that bridge because he was a "roadman" and he would have to be a "yardman" to work there. They said that if they could have a man there they would call us back. They did not call back and therefore that day should be deducted from our charges. Secondly, on Thursday, September 11, you have us charged with a full day plus 45 minutes overtime, which I feel is also incorrect. One of our men on the job in Manchester that date called us and said that no flagman had shown up on the job so the inspector stopped us from working until the man showed up. Come to find out, the flagman had gone to the wrong job site and therefore, we feel that we should not have to pay for overtime. We should be credited for the overtime amount of \$10.50.

We would appreciate a check from you in the above amounts totaling \$135.50. May we please hear from you very soon on this as the year is coming to an end and we would like to close out our books for this year. Thank you -

Very truly yours,

Maynard L. Young
Maynard L. Young

MLY:jh

* Advance	1109.00
Total of (2) bills	889.00
Refunded	* 211.00
	<hr/>

To:

Mr. G.F. Gallagher
Boston, Mass.

BOSTON AND MAINE CORPORATION
150 CAUSEWAY STREET
BOSTON, MASS. 02114
CApitol 7-6000

DEPT. Accounting

SUBJECT

M-9775 Flag Protection, Manchester, NH.

DATE

12-4-75

Reply Message

FOLD

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Please review attached letter from Maynard J. Young and advise. He is claiming that he should not have been charged for Aug 28th or the overtime on Sept 11th!

SIGNED

P. E. Rackburn

DATE OF REPLY

REPLY TO

R
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SIGNED

RECIPIENT

DATE 12/4

B & M TRANSMITTAL MEMO

TO *NWE*

FROM *JH*

WE HAVE NO REPLY TO OUR LETTER OF _____

SUBJECT _____

COPY ATTACHED PLEASE REPLY PROMPTLY

NOTE ATTACHED RETURN RETAIN

AS INFORMATION

FOR YOUR SIGNATURE APPROVAL - RETURN

PLEASE COMMENT

NO REPLY NECESSARY

TAKE NECESSARY ACTION

What do your records

say?

(REPLY ON REVERSE SIDE)

12/5/75

Mr. J. K. Gallagher -

Magnan was ordered on 9/27 for 9/28 to report at 0800 on N. Hill main line at Bridge 52.71 PAW for Moynard-Young Co chg to M 9775. J. C. Lenfest was called as a road man. Lenfest was on duty about 4 hours. No yard man was called to relieve him.

Magnan was ordered on 9/10 for 9/11 a yard flagman, Al Adair, spare man on Manchester Board was called for the job. No record here of Adair not reporting at proper place.

J. E. Fitzgerald
C. J. C.

DATE 12/10

B & M TRANSMITTAL MEMO

TO *at W*

FROM *gtb*

WE HAVE NO REPLY TO OUR LETTER OF _____

SUBJECT _____

COPY ATTACHED PLEASE REPLY PROMPTLY

NOTE ATTACHED RETURN RETAIN

AS INFORMATION

FOR YOUR SIGNATURE APPROVAL - RETURN

PLEASE COMMENT

NO REPLY NECESSARY

TAKE NECESSARY ACTION

Do you recall what

went on here?

No Sir,

*but knowing address
I would say Contractor
is right. address*

520.384

January 27, 1976

Mr. P. E. Chadbourne:

In reply to your note dated December 4, 1975 with reference to M-9775 Flag Protection at Manchester, N.H.

Our records indicate that on August 28, Mr. F. C. Lenfest was sent to Manchester as a flagman for the Maynard L. Young Company. No yardman was called to relieve him and this incident was not reported to the Trainmaster in charge.

Our records also indicate that on September 11. Flagman A. S. Adair was sent to flag for this same company and we were never notified that Adair did not report at the proper place.

Under the circumstances, suggest that Mr. Young's request for reimbursement be denied.

G. F. GALLAGHER

M-9775
February 17, 1976

Mr. Maynard L. Young, Jr.
Painting Contractor
P.O. Box 832
Portsmouth, N.H. 03801

Dear Mr. Young:

Kindly refer to your letter to Mr. P. W. Carr, dated November 26, 1975, taking exception to certain flagging charges on August 28th and September 11th while your company was painting bridges for the State of New Hampshire.

This matter was immediately referred to the Division Superintendent, Mr. G. F. Gallagher, for review. After an extensive study of this matter, Mr. Gallagher has now advised that Flagman F. C. Lenfest was sent to Manchester to flag for the Maynard L. Young Company on August 28th -- that no yardman was called to relieve him, nor was this incident reported to the Trainmaster in charge. Mr. Lenfest claimed (and was paid) one day's pay by the Boston and Maine for this service.

On September 11th, Flagman A. S. Adair was sent to flag at Manchester for the same Company. The records do not indicate any notification that Flagman Adair reported to the wrong job site. Therefore, he was paid the 1 Hour-15 Minutes Overtime, as claimed, and your Company was billed for same -- less the 30-minute lunch period.

Under these circumstances, Superintendent Gallagher has advised that no reimbursement is in order without further substantiation.

Please accept my apology for the tardiness of this reply.

Very truly yours,

P. E. Chadbourne

pec/mir

MAYNARD L. YOUNG, JR.**PAINTING CONTRACTOR**

P. O. BOX 832

**PORTSMOUTH, NEW HAMPSHIRE
03801**

March 12, 1976

P. E. Chadbourne
Boston and Maine Corporation
150 Causeway Street
Boston, Mass. 02114

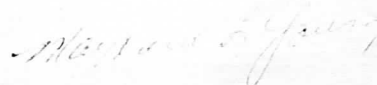
Dear Mr. Chadbourne:

This is in response to your letter to me dated February 17, 1976.
Please refer to same.

I am still not in agreement with the charge of \$125.00 for August 28. This was not any fault of mine and I do not feel that I should have to pay for a man that did not work. When the man came up to the job site and stated that he could not work due to the fact that we should have a yardman and he was a roadman, he told us that if the B&M could send another man of the right classification up that same day, that they would be in touch with me right away, which the B&M never did and no man worked on the job from your Company. I have checked with the State on this and they agree with me. Also, on September 11, there was no man working on our job and it is not my fault that if you did in fact send a man to flag for us and he went to the wrong job site and we were stopped by the inspector on the job from working that day because of one of your men's errors, that we should have to pay for your mistake. I am sure if you check with that man, Mr. Adair, that he will agree with me, even though at present, your records do not indicate same. If not, you can check with the inspector from the State that was working on that job and he will definitely agree with me, as it is correct.

I just cannot see why I should be charged for someone else's mistakes that had nothing to do with my Company. I would appreciate it if proper credit was made to me in the amount that I indicated in my January 19th letter to Mr. Carr. If this cannot be settled soon, I will have to take this to small claims court.

Very truly yours,



Maynard L. Young

MLY:jh

To:

Mr. G. F. Gallagher
Boston, Mass.

BOSTON AND MAINE CORPORATION
150 CAUSEWAY STREET
BOSTON, MASS. 02114
Capitol 7-6000

DEPT. Acctg

SUBJECT

M-9775 Flag Protection, Manchester, NH.

DATE

3-15-76

Reply Message

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I am enclosing Mr. L. Young's letter of March 12th together with my reply to him dated Feb 17th to his Nov 26th letter.

As you can see, he is not satisfied with our response, and I would suggest a further investigation be made on this matter before it goes to the small claims court.

Please advise.

Encls.

SIGNED

P. E. Chaborn

DATE OF REPLY

REPLY TO

SIGNED

RECIPIENT

520.384

March 30, 1976

Mr. P. E. Chadbourne:

Please refer to your Form 45 dated March 15, 1976 concerning M. L. Young's dissatisfaction with our response and suggesting a further investigation be made.

Perhaps we didn't make our point clear in that the agreement B&M requires contractors to abide by stipulates that they will pay a specific amount for each flagman regardless of the hours worked. In other words, if we were requested to send a flagman, as was the case in this claim, to Manchester and he did go to Manchester, but was not used, we still incurred the expense inherent with the assignment and therefore the billing is proper.

If, on either occasion, Mr. Young or his people had any kind of a problem with the flagman assigned and because of a story given to them by the flagman could not use him, they should have immediately contacted the railroad and advised us of the situation. If an improper man had been sent, he would have been replaced at no additional cost to the contractor.

In neither of the cases objected to herein was there any objection from the contractor until after receipt of the billing. As the case stands, we were requested to provide trainmen, men were called and sent to the locations requested, and the expense therefore is due from the contractor who requested their assignment.

G. F. GALLAGHER

520.384



April 12, 1976

File: 1 - mir

Mr. Maynard L. Young, Jr.
Painting Contractor
P.O. Box 832
Portsmouth, New Hampshire 03801

Dear Mr. Young:

Please refer to your letter to me dated March 12, 1976, taking further exception to my earlier reply to you of February 17, 1976 regarding flagging charges on August 28 and September 11, 1975 -- while your company was painting bridges for the State of New Hampshire in the vicinity of Manchester, New Hampshire.

I again referred your letter to Division Supt. G. F. Gallagher for further review. He advises that there is no record of any communication from your company on the days in question that there was a problem with the flagmen as assigned to your projects. If such a report had been received promptly, adjustments could have been made at that time. Having received no such complaints on these two days, the flagmen were paid as reported on their daily time slips.

Supt. Gallagher states that he would be pleased to meet with you and discuss this matter in hopes of reaching a satisfactory settlement. You can contact him by phone at Boston: (617) 227-6000, Extension 300 or write:

Mr. G. F. Gallagher
Supt. - Boston Division
Boston and Maine Corporation
North Station
Boston, Massachusetts 02114

Very truly yours,

P. E. Chadbourne
P. E. Chadbourne

Copy → Mr. G. F. Gallagher

Manchester NH

RESIDENTIAL
COMMERCIAL
INDUSTRIAL
BRIDGE SPECIALIST
SAND BLASTING

MAYNARD L. YOUNG, JR.
PAINTING CONTRACTOR
P. O. BOX 832
PORTSMOUTH, NEW HAMPSHIRE
03801

July 15, 1976

Mr. G.F. Gallagher
Supt. - Boston Division
Boston and Maine Corporation
North Station
Boston, Mass. 02114

Dear Mr. Gallagher:

Regarding Mr. Chadbourne's letter to me dated April 12, 1976, File: 1-mir regarding flagging charges on August 28 and September 11, 1975 while I was working on a job in the vicinity of Manchester, N.H., he had stated that I could meet with you to discuss this matter.

I am sorry that I have been out straight with work since I received Mr. Chadbourne's letter, but I would like to meet with you. Please let me know when I could see you.

Thank you -

Very truly yours,

Maynard L. Young
Maynard L. Young

MLY:jh