

Boston, Mass.,

June 22, 1954

Messrs. Sughrue
Bixler
Glacy
Phillips
Rourke

Re: Proposed Sale of Claremont Branch

Attached hereto find rough draft of proposed agreement in the above matter.

Mr. Jackson has not seen this draft; it is being sent along for your comments and criticisms in the hope of expediting the agreement.

H. Jackson
General Counsel

EMJ
Enc

-648

will be ^{made} as a gift in
said Engine House by employees
of the Buyer ^{for said corporation.} It is further
understood and agreed that the Seller
will have the unrestricted privilege
of turning its equipment on the
Wife located at Clarendon Junction,
hereinbefore described, without cost
to the Seller.

7. The Buyer agrees that crews
of the Buyer or of the corporation
formed by the Buyer as contemplated
by Paragraph 2 of this Agreement,
operating — — — — —

*

If the aforementioned motor car and trailer should be damaged beyond reasonable repair before the consummation of this Agreement and if the Seller is unable to provide the equivalent, then the Seller will loan to the Buyer ^{carrying} without charge passenger and mail equipment suitable to his operation, but not including motive power, until such time as a rail motor car and trailer similar to those aforementioned are available.

THIS AGREEMENT made in duplicate this day of June
1954, by and between BOSTON AND MAINE RAILROAD, a corporation
organized and existing under the laws of Maine, Massachusetts,
New Hampshire and New York, hereinafter called the "Seller" and
SAMUEL M. PINSLY of Boston in the County of Suffolk and Common-
wealth of Massachusetts, hereinafter called the "Buyer",

W I T N E S S E T H:

THAT in consideration of the mutual undertakings herein
contained, the parties hereto agree as follows:

1. The Seller agrees to sell, subject to the terms and
conditions hereinafter set forth, and the Buyer agrees to buy,
subject to said terms and conditions, all the Seller's right,
title and interest in and to a line of railroad, including the
location, real estate, rails, ties, buildings, structures and
fixtures which constitute the same, situated in the State of New
Hampshire and called the Seller's Claremont Branch consisting of
a line of railroad extending from Seller's Valuation Station 147+0
in the City of Concord, New Hampshire, to Valuation Station 2989+50
on the South leg of the Wye at Claremont Junction in the Town of
Claremont ^{and} to Valuation Station 2989+0 on the North leg of said
Wye, and that line of the Seller adjoining the Claremont Branch at
Contoocook and extending from the said Junction point to a point
in Henniker, New Hampshire at Valuation Station 508+22; both of
said lines being about 63 miles of railroad in the Counties of
Merrimack and Sullivan in the State of New Hampshire; together
with all rights, franchises, easements, privileges and appurtenances
thereto belonging, and all tools and maintenance equipment at
present permanently assigned thereto, and Seller's rail motor car
No. 181 and trailer No. 1081, ^{unless damaged beyond reasonable repair} ~~if in serviceable condition at the~~
^{the consummation of this Agreement} ~~time of the consummation of this agreement~~, but excluding and ex-
pressly excepting 1500 new cross ties situated along the line but
not installed. * For convenience, the Seller's line as hereinbefore
described and defined, will hereinafter be referred to as the
Claremont Line.

2. After the signing of this agreement, the Buyer, and, if it shall prove necessary, the Seller, shall ~~make application~~ ^{obtain} such authority as may be required by law to enable the Seller to transfer and the Buyer to acquire and operate the Claremont Line, ~~and shall prosecute such application with due diligence.~~ ^{Any application, however, shall be prosecuted with due diligence.} The Buyer, at his option, may cause the formation of a corporation for the purpose of acquiring and operating the Claremont Line, in which case the Buyer shall cause such corporation to apply for the authority required by law to enable it to do so. Should any ~~of the aforesaid applications~~ ^{such} authority be finally denied, this Agreement, and all rights and obligations of the parties hereunder, shall thereupon terminate.

3. If and when all requisite legal authority referred to in Paragraph 2 of this Agreement shall have been obtained, the Seller, upon payment to it by the Buyer of the sum of Twenty-five Thousand Dollars (\$25,000.00) in cash, shall convey and transfer to the Buyer, or to the corporation formed by the Buyer in accordance with the provisions of said Paragraph 2, by appropriate instrument or instruments, all of the Seller's right, title and interest in and to the Claremont Line, as defined and described in Paragraph 1 of this Agreement and the tools and maintenance equipment specified in said Paragraph 1. Current taxes upon the property and bills for water, light, power, etc., used upon the Claremont Line, shall be apportioned as of the date of the conveyance.

4. It is understood by the Buyer that certain of the property to be conveyed and transferred by the Seller in accordance with the terms of Paragraph 3 of this Agreement is presently subject to the liens of two mortgages heretofore made by the Seller, viz: a mortgage from the Seller to Old Colony Trust Company and S. Parkman Shaw, Jr., Trustees, dated December 1, 1919, and a mortgage from the Seller to State Street Trust Company and Dana M. Dutch, Trustees, dated as of July 1, 1940. The Seller, shall,

prior to the aforesaid conveyance and transfer, obtain releases from the liens of said mortgages of any of the property to be conveyed or transferred which is subject thereto.

5. It is further understood and agreed that the Seller and its predecessors in title to the Claremont Line have from time to time entered into leases, sidetrack agreements, license agreements and other contracts with shippers, abutters and others, pertaining to or affecting portions of said Claremont Line, all of which that are presently in effect are hereinafter, for convenience, referred to as "Outstanding Contracts". The Seller agrees to assign and transfer to the Buyer, contemporaneously with the conveyance contemplated by Paragraph 3 of this agreement, the Seller's interest in and rights under all said Outstanding Contracts then in effect, and the Buyer agrees to accept the same, and to assume and discharge all obligations of the Seller thereunder, and to indemnify and hold harmless the Seller against any failure of the Buyer to discharge such obligations. ^{the same} The Seller shall, at the Buyer's option, assign and transfer its aforesaid interest and rights in the Outstanding Contracts to the corporation formed by the Buyer as contemplated in Paragraph 2 of this agreement, provided that such corporation shall assume all obligations thereunder and hold harmless the Seller in respect thereof to the same extent as is hereinbefore required of the Buyer. All rents or remuneration payable to the Seller under any of the Outstanding Contracts shall be apportioned as of the date of the aforesaid assignment of the Seller's rights therein.

6. It is understood that the Seller will grant to the Buyer ^{or to the corp. formed by the Buyer as contemplated by para 2 of this Agreement} the privilege of operating over the Seller's tracks between Valuation Station 147+0 in the City of Concord ~~to the Concord~~ ^{Passenger Station of the Seller and to the Yards of the Seller} located in the City of Concord, ^{including the right of access to} ~~the Seller's Concord Engine House~~ ^{and to the tracks of the Seller's Concord Engine House} ~~it is further understood and~~ agreed that the Seller will have the unrestricted privilege of

see attached

Concord Engine House

It is also

turning its equipment on the Nye located at Claremont Junction hereinabove described, w/o cost to the Seller.

7. The Buyer agrees that crews of the Buyer, operating over the territory and tracks of the Seller will be qualified under the Seller's operating rules prior to entering upon the Seller's property.

8. The Seller at the present time operates freight service over its so-called Hillsboro Branch from Nashua to Hillsboro, New Hampshire. It is understood that certain plans are in process of formulation by agencies of the U. S. Govt. looking toward the construction of flood control facilities in the area which may make it necessary to cut the aforesaid Hillsboro Branch between Nashua and Bennington. If such an eventuality occurs and if, in connection with the construction of such flood control facilities, a suitable line of railroad is built between the ends of the present tracks now terminating in Hillsboro and Henniker, respectively, the Buyer engages to serve the Towns of Hillsboro and Bennington now served by the Seller on the Hillsboro Branch, provided that Buyer can acquire the then existing line of track between Henniker and Bennington, or can obtain operating rights over said line without cost to the Buyer.

IN WITNESS WHEREOF the parties have executed these presents as of the day and year first above written.

BOSTON AND MAINE RAILROAD

By _____

Form approved:

Execution approved:

Memorandum of provisions to be incorporated in Agreement between the Boston and Maine Railroad, (the "Maine"), and the Claremont & Concord Railway Company, (the "Claremont"), covering joint use of track and facilities for the interchange of freight cars, passengers, mail and baggage at Concord, N.H., and at Claremont Junction, N.H.

ART FIRST

The Maine grants to the Claremont the joint use of certain tracks to reach the Passenger Station, Freight Yard, Engine House, and for the interchange of Freight cars and certain facilities for loading and unloading Passengers, Baggage and Mail.

(1) The Claremont's use of the Maine's tracks at Concord, N.H. shall be limited to those shown in Red on plans of the Boston and Maine Railroad identified as V21, V21, V33.1, V33.1 and V33.1, "Plan showing facilities used jointly by the Claremont & Concord Railway Company", copies of which are attached hereto and made a part of this agreement.

(2) The Claremont shall have the right to use jointly with the Maine, at Concord, N.H. the following tracks of the Boston and Maine Railroad:

(a) For access to Station and Engine House Facilities: The main track of the Maine's former Claremont Branch from point A, at Valuation Station 14740, to point B at Valuation Station 5495, as shown on Maps V33., V33. and V33., also B-C, as Station Track and access to Engine House, crossover C-D, track D-E for parking passenger equipment, Track F-D to effect interchange, tracks F-G, C-G, G-H, H-I, I-J, J-K for access to turntable, and track L-M for access to Locomotive Shop and storage of Motor Unit, also track H-B as exit from engine house and to run around equipment, all as shown on Maps V21 and V21.

(3) The Claremont's use of the Maine's tracks at Claremont Junction, N.H. shall be limited to those shown in Red on plans of the Boston and Maine Railroad identified as V47 and V13.1, "Plan showing facilities used jointly with the Claremont & Concord Railway", copies of which are attached hereto and made a part of this agreement.

(4) The Claremont shall have the right to use jointly with the Maine at Claremont Junction the following tracks of the Boston and Maine Railroad:

A-C-B, C-D-E, and D-F-G for turning of the Claremont's equipment and of G-F-H for effecting interchange with the Maine, all as shown on Map V47 .
18

(5) The Maine grants to the Claremont the use of the Maine's passenger station buildings and platforms at Concord, N.H. and at Claremont Junction, N.H. for the loading and unloading of the Claremont's passengers, mail and baggage.

(6) The Maine grants to the Claremont the use of the Maine's Enginehouse facilities at Concord, N.H., for storage, service, emergency repairs to and turning of the Claremont's motive power, and for such other repairs as may be agreed upon.

SECOND

1. The Claremont grants to the Maine the unrestricted privilege of turning its equipment on the Wye located at Claremont Junction without cost to the Maine.

2. The Claremont agrees that both legs of the Wye at Claremont Junction may be used by the Maine to effect interchange.

THIRD

work entailed

The Maine shall provide all the employees and do all the business *in the operation of railroad facilities & equipment* conducted at Concord, N.H., and Claremont Junction, N.H. except as herein provided.

FOURTH

(1) All operations of the Claremont on the property of the Maine shall be on the tracks herein described, and shall at all times be under the direction and control of the operating representatives of the Maine and subject to the operating rules of the Maine. The Claremont shall conform with the rules of the Interstate Commerce Commission governing inspection of any motive power or equipment used by the Claremont on the tracks of the Maine under the terms of this agreement. The Claremont shall qualify all its agents and employees used in operating Locomotives and cars on the tracks of the Maine in the operating rules of the said Maine, the work of qualifying said agents and employees of the Claremont to be done by a designated representative of the Maine at the expense of the Claremont.

(2) No maintenance work on the equipment of the Claremont shall be performed by the employees of the Claremont at the Maine's Enginehouse, Car Shops or Car Repair Tracks.

(3) The locomotives of the Claremont shall do no switching on the tracks of the Maine at Claremont Junction nor at Concord *except to* change the caboose of an incoming train of the Claremont to an outgoing train of the Claremont.

FIFTH

(1) For any work done or services performed by the Maine for the benefit of the Claremont, the Claremont shall pay to the Maine the actual cost thereof; and it is agreed that there shall be added to the direct costs:

- (a) 4% to the direct wages of employees to cover vacations.
- (b) 2% to the direct wages of employees to cover Paid Holidays, where the Class of Employee involved receives such benefit by Agreement with the Maine.
- (c) 6-3/4% of the sum of the direct wages of employees plus (a) and (b) hereof, to cover Railroad Retirement and Unemployment Insurance Taxes.
- (d) 10% to the direct wages of employees to cover supervision and accounting.
- (e) 15% to charges for material furnished by the Maine to cover stores expense
- (f) Bills covering work done in the Maine's shops shall include the current charges for "Shop Expense".

(2) In lieu of the basis for billing for services performed and work done in (1) hereof, the Claremont and the Maine may agree on a fixed charge to compensate the Maine for any such work or service. Such fixed charges shall be subject to adjustment as may be required by changes in employee compensation, services rendered or other cause.

SIXTH

(1) Loaded and empty freight cars shall be interchanged between the Claremont and the Maine at Concord, N.H. and at Claremont Junction, N.H., under the rules of the Association of American Railroads and in accordance with Appendix A, which is attached hereto and made a part of this Agreement, or as such rules may be further modified in writing from time to time by Agreement between the parties hereto.

(2) Passenger cars and equipment of the parties hereto shall not be interchanged except by written agreement.

SEVENTH

Passengers, baggage and mail brought to the Station at Concord, N.H. or Claremont Junction, N.H., by a train of one of the parties hereto for forwarding by a train of the other party shall be the responsibility of the party bringing such passengers, baggage and mail to the station until such passengers, baggage and mail are safely unloaded from the arriving train when the said passengers, baggage and mail shall become the responsibility of the party in whose train they are to be forwarded.

In all other cases, passengers, baggage and mail handled into or through either of the stations named herein shall be the responsibility of the ^{Party} line whose ^{train} equipment brought such passengers, baggage or mail to the station or of the party by way of whose ^{train} ~~equipment~~ the said passengers, baggage or mail is to be forwarded, as the case may be.

EIGHTH

handling baggage and mail for

the Claremont as set forth in Article III and in servicing the Claremont's equipment
The Maine's employees while engaged in ~~handling the business~~ of the Claremont shall be considered the sole agents of the Claremont and the Claremont shall have sole responsibility therefor.

NINTH

The Claremont, for itself, its successors and assigns, hereby agrees to indemnify and hold harmless the Maine, its successors or assigns and its officers, agents and employees, against any and all loss, cost, damage or expense and against any claims for loss or damage to property, personal injury or death, caused by or arising out of its use of the Maine's

tracks, property, facilities or services under the terms of this agreement, whether such loss or damage occurs to the Claremont, its officers, agents or employees, to the Maine, its officers, agents or employees, or to others unless such loss, damage or injury shall be due to the sole negligence of employees of the Maine and further provided that the said employees of the Maine are not acting as agents of the Claremont under Articles Seventh and Eighth.

~~See next page~~
NO 10 2 ~~11:01 AM~~ 112:01 AM (17, 1854)

Bom RR

CSC Ry C

APPENDIX "A"

Since the Maine is a subscriber to the Association of American Railroads Code of Rules Governing the Condition Of, And Repairs to Freight and Passenger Cars, hereinafter called the "Code of Rules", and since the Claremont is a non-subscriber to said Code of Rules, in order to set forth on whom the loss, damage or destruction of cars shall fall when such cars are in the possession of the Claremont, the parties hereto mutually agree as follows:

1. When a car of private ownership which has been delivered in interchange to the Claremont by the Maine is damaged or destroyed on the tracks of the Claremont or upon a private industrial track served by the Claremont, the Claremont shall immediately notify the Maine of such damage or destruction and shall pay over to the Maine, upon demand by the Maine, the amount of money the Maine may be obligated to pay to the owner of the car for such damage or destruction by reason of the Code of Rules.

When a car owned or controlled by a railway company has been delivered in interchange to the Claremont by the Maine and is damaged or destroyed on the tracks of the Claremont or upon a private industrial track served by the Claremont, the Claremont shall immediately notify the Maine of such damage or destruction and shall pay over to the Maine, upon demand by the Maine, the amount of money the Maine may be obligated to pay to the owner of the car for such damage or destruction by reason of the Code of Rules, provided, however, that in the case of a car owned by the Maine so damaged or destroyed the Claremont shall upon demand by the Maine pay to the Maine an amount of money equal to the damage sustained by the Maine by reason of such damage or destruction of the car.

In furtherance of the two foregoing paragraphs of this section numbered "1", but not by way of limitation thereof, the Claremont shall and hereby agrees to indemnify and save harmless the Maine from and against any and all loss, cost, damage or expense and from and against any and all claims or suits for property damage arising out of or in anyway attributable to any loss, damage or destruction of any car delivered by the Maine to the Claremont in interchange when such loss, damage or destruction occurs while such car is on the tracks of the Claremont or upon a private industrial track served by the Claremont. The provisions of ~~this paragraph~~ ^{of this Tenth} will be satisfied in the event of damage to equipment if the Claremont shall make adequate repairs acceptable to the Maine in lieu of payment therefor.

Handling
Trailer for Claremont

at Claremont was 30 Hrs.

1 hour for 1 man
handling mail

Switchman - handles switches
for

This report will not be printed in full in the periodic series of Interstate Commerce Commission reports. RECEIVED

INTERSTATE COMMERCE COMMISSION

NOV 10 1954

EZRA BRAINERD, JR
WASHINGTON, D.C.

Finance Docket No. 18622¹

CLAREMONT & CONCORD RAILWAY COMPANY ET AL, PURCHASE,
ETC.

Submitted October 20, 1954. Decided November 8, 1954

1. Certificate issued authorizing operation under trackage rights by the Claremont & Concord Railway Company over lines of railroad owned by the Claremont Railway Company; in Sullivan County, N.H.
2. Purchase and operation by the Claremont & Concord Railway Company of certain railroad property owned by the Boston & Maine Railroad in Merrimack and Sullivan Counties, N. H., and acquisition by S. M. Pinsky of control of the Claremont & Concord Railway Company through ownership of capital stock, approved and authorized. Conditions prescribed.
3. Authority granted to the Claremont & Concord Railway Company to issue not exceeding \$50,000 of common stock, consisting of 500 shares of the par value of \$100 each, to be sold at par to S. M. Pinsky and the proceeds to be used to purchase certain railroad properties from the Boston & Maine Railroad, and for organization expenses, working capital, and additions and betterments.

Charles D. Peet and Emmet McCaffery for applicants.
A. E. Lyon for Railway Labor Executives' Association.

REPORT OF THE COMMISSION

DIVISION 4, COMMISSIONERS MAHAFFIE, JOHNSON, AND CROSS

BY DIVISION 4:

The matters herein involve (1) the application of the Claremont and Concord Railway Company; hereinafter called the Claremont & Concord, under section 1(18) of the Interstate Commerce Act, as amended, filed August 6, 1954, in Finance Docket No. 18624, for authority to operate under trackage rights over lines of railroad of the Claremont Railway Company, hereinafter called the Claremont Railway, which extend northerly from a connection with the proposed line of the Claremont & Concord at Claremont, through Claremont Center, to West Claremont, together with two short additional lines of that company at or near Claremont

I/ This report also embraces Finance Docket No. 18625, Claremont & Concord Railway Company Stock, and Finance Docket No. 18624, Claremont & Concord Railway Company Trackage Rights.

Center, such lines consisting of 2.62 miles of first main track and 1.28 miles of second main track, in Sullivan County, N. H.; (2) the joint application of the Claremont & Concord and S. M. Pinsky, an individual, under section 5(2) of the act, filed the same day in Finance Docket No. 18622, in which (a) the Claremont & Concord seeks authority to purchase a line of railroad, owned by the Boston & Maine Railroad and known as the Claremont Branch, which extends in a general westerly direction from a connection with the Boston-Wells River main line of the Boston & Maine at or near its freight yard in Concord, through Contoocook and Claremont, to a connection with the Springfield-Wells River main line of that carrier at or near its freight yard in Claremont Junction, including a branch line extending southwesterly from a connection with the Claremont branch at Contoocook, to Henniker, together having a total length of 63.544 miles, all in Merrimack and Sullivan Counties, N. H.; (b) S. M. Pinsky seeks authority to acquire control of the Claremont & Concord through ownership of its entire capital stock; and (3) the application of the Claremont & Concord under section 20a of the act, filed on August 6, 1954, in Finance Docket No. 18623, for authority to issue \$50,000 of capital stock, consisting of 500 shares of the par value of \$100 each. No representations have been made by State authorities. The Railway Labor Executives' Association filed a protest against the granting of the applications, contending that approval thereof would have an adverse effect upon carrier employees. Subsequently, we were informed by the protestant that there is a possibility of two employees being adversely affected by reason of the proposed transactions. However, the protestant stated, in effect, that its objection to the granting of the applications would be satisfied if we imposed the same conditions for the protection of the employees in question as those set forth in Chicago & N. W. Ry. Co. Merger, 261 I.C.C. 672. Our order herein authorizing the proposed purchase and operation will be made subject to such conditions for the protection of employees who may be adversely affected thereby. All points mentioned herein are in the State of New Hampshire unless otherwise designated. In our opinion a public hearing on the application filed herein under section 5(2) of the act is not required in the public interest inasmuch as the Claremont & Concord intends to provide better service on the Claremont branch than the service now afforded thereover by the Boston & Maine.

The railroad corporations now controlled through capital stock ownership by Pinsky, are as follows: (1) Hoosac Tunnel & Wilmington Railroad Company, which owns and operates approximately 11 miles of railroad in the States of Massachusetts and Vermont; (2) Saratoga & Schuyler-ville Railroad Corporation, which owns and operates approximately 25 miles of railroad in the State of New York, Finance Docket No. 14967, Saratoga & S. R. Corp. Purchase, decided December 29, 1945, 261 I.C.C. 818; and (3) Sanford Terminal Railroad Corporation, which owns and operates approximately 47 miles of railroad in the States of New Hampshire and Maine, Finance Docket No. 16401, Sanford Term. R. Corp. Purchase, decided March 14, 1949, 271 I.C.C. 818; Finance Docket No. 16535 Sanford & Eastern R. Corp. Purchase, 271 I.C.C. 819. The Sanford & Eastern Railroad Corporation originally was incorporated as the Sanford Terminal Railroad Corporation, but the corporate title subsequently was

changed by amendment to its certificate of incorporation. Among other positions held by Pinsly, he is the president and a director of each of the carriers above mentioned. It is shown that the carriers controlled by Pinsly have afforded efficient service to the public under his management and direction.

As previously indicated, Pinsly now desires to take over the Claremont Branch from the Boston & Maine, pursuant to the provisions of a written agreement made by and between the parties under date of June 29, 1954. By the terms of this agreement, briefly stated, the Boston & Maine agrees to sell, and Pinsly agrees to purchase, the branch, including all franchise rights and certain tools and equipment, free of all encumbrances, for a consideration of \$25,000 cash. The equipment includes a rail motorcar and trailer. The purchaser would acquire certain rights in connection with the operation of specified switching tracks of the Boston & Maine and the use of its enginehouse in Concord. The agreement is made subject to our approval and is assignable to a new railroad company incorporated at the instance of Pinsly. A copy thereof is filed of record in Finance Docket No. 18622. Discussion of the other terms and conditions of the agreement is deemed unnecessary for the purposes of this report.

The applicants allege that the purchase price is fair and equitable, having been arrived at during the course of arms-length negotiations. In this connection, the Boston & Maine has advised us to the effect that it cannot operate the branch at a profit and that it is willing to accept \$25,000 for it, which is much less than its net salvage value, in order that it may be continued in operation by the Claremont & Concord, under the direction of Pinsly, as a feeder line to the Boston & Maine system.

The Claremont & Concord was incorporated under the laws of the State of Delaware on July 12, 1954, primarily for the purpose of acquiring and operating the property in question, hereinafter sometimes referred to as the branch. Thereupon Pinsly assigned the above-mentioned agreement to the Claremont & Concord and the latter accepted it. The charter of the Claremont & Concord authorizes the issue of capital stock in the amount of \$250,000, consisting of 2,500 shares of the par value of \$100 each, but the authority herein sought is for an issue of only \$50,000, all of which is to be acquired by Pinsly at par for a cash consideration of the same amount. Of the proceeds from the stock, \$25,000 will be applied to the purchase of the branch and the remainder will be used for working capital, organization expenses, and additions and betterments. The applicants at this time are unable to estimate the approximate amounts that would be applied to each of the last-mentioned items.

The constructed balance sheet of the Claremont & Concord, giving effect to the proposed transactions, is shown as follows: Assets - investment in road and equipment, \$25,000; cash, \$25,000; liabilities - common stock, \$50,000.

The Boston & Maine has advised the applicants that the cost of reproduction new of the branch, as of June 30, 1914, plus the net cost of additions and betterments from that date to December 31, 1953, was \$2,520,557.

The branch has been operated as a component part of the Boston & Maine system for many years. The stations thereon, from east to west and the population of the communities in which they are located, are shown as follows: Contoocook, 602; West Hopkinson, 100; Henniker, 757; Emerson, 200; Warner, 750; Melvin, 40; Bradford, 350; Newbury, 150; Mt. Sunapee, 65; Sunapee, 746; Newport, 5,131; Northville, 80; Kellyville, 125; and Claremont, near the westerly terminus, 12,811. Concord, the easterly terminus, has about 28,000 inhabitants. Without specifying the communities in which they are located, the applicants have given the names of 28 industries which are said to be the largest shippers on the branch.

The physical condition of the branch is stated to be "good to fair". It has been maintained in safe operating condition for a speed of 30 and 35 miles an hour for freight and passenger trains, respectively. Most of the track is laid with 75- and 85-pound rail which is in good condition for the service required of it. Practically all the ties have been treated with creosote and are plated. The road-bed is ballasted with gravel and cinders, and well drained. The maximum grade is 1.85 percent westbound, and 1.51 percent eastbound. The bridges, stations, and freight houses are shown to be in average condition as to maintenance.

The service now afforded on the branch by the Boston & Maine consists of freight, passenger, mail, express, and switching. One freight train is operated in each direction daily on the westerly portion of the branch between Claremont Junction and Newport. Another freight train is operated triweekly on the easterly portion of the branch between Concord and Bradford, including side trips from Contoocook to Henniker. Freight service on the central portion of the branch between Bradford and Newport is afforded only as the needs of the shippers require. A train carrying passengers, mail, and express is operated in each direction daily between Concord and Claremont Junction by means of a gasoline-electric motorcar and trailer. The Claremont & Concord proposes to continue the passenger service in practically the same manner as that now afforded on the branch by the Boston & Maine. As to freight service, the applicants contemplate the operation of a freight train daily in each direction from the connection with the main line of the Boston & Maine at Claremont Junction, through Contoocook, to Henniker, with freight service on the portion of the branch between Contoocook and Concord only when required for the interchange of cars with the Boston & Maine at Concord. There are no industries on that portion of the branch. Claremont & Concord has one diesel-electric locomotive weighing 45 tons and another weighing 70 tons, both of which will be used on the branch in freight service.

The nature of the traffic that would contribute to the chief support of the branch is shown to be coal, grain, lumber, petroleum products, iron and steel and related articles, paper, pulp, and building material. All freight traffic on the branch is interchanged with the Boston & Maine. None is handled locally or in bridge movement. The total volume of freight traffic interchanged with the Boston & Maine was 3,499 carloads in 1953. The points of origin of the inbound traffic and the points of destination of the outbound traffic handled on the branch are widely distributed throughout the United States, principally east of the Mississippi River. Occasional shipments are made to and from points in the Western States and Canada.

Based upon the volume of traffic handled in 1953, above stated, plus an estimated increase of about 10 percent which is expected to be regained from the motortrucks as a result of proposed rail-rate adjustments, the applicants estimate that they will handle 3,849 carloads during each of the first 2 years of operation. The volume of passenger traffic is not estimated.

The financial results of operation of the branch during each of the first 2 years are estimated by the applicants as follows: Railway operating revenues - freight \$210,000, demurrage \$1,000, passenger \$10,000, mail \$9,500, express \$9,500, total gross revenues \$240,000; railway operating expenses - maintenance of way and structures \$54,750, maintenance of equipment \$15,000, traffic \$2,250, transportation \$59,250, general \$28,500, total railway operating expenses \$159,750; net revenue from railway operation \$80,250; railway tax accruals \$7,500; hire of freight cars \$5,250; interest \$2,250; and net income, before income taxes, \$65,250.

The foregoing figures do not include any estimates with respect to the results of the proposed operation under trackage rights over the lines of the Claremont Railway, previously mentioned. Pinsky recently acquired control of that company through purchase of its entire capital stock. However, it is not a carrier by railroad subject to the Interstate Commerce Act. It is described as a "private carrier", operated by means of electric motive power purchased from a local power company. It has no through routes or rates in connection with any common carrier by railroad and never has filed any tariffs with this Commission. For many years prior to the time Pinsky acquired control of the Claremont Railway, it was owned by certain industries in the tributary territory which contributed to its chief support. It took care of the switching for such industries and added a so-called surcharge to the freight bills as compensation for some of the operating costs. The main track, traversing a mountainous territory, is laid with 79-pound rail and the maximum grade in each direction is 7 percent, not compensated for curvature. The business of the Claremont Railway has declined in recent years because of increased switching charges and the applicants allege that in all probability its railroad will have to be abandoned if the Claremont & Concord is not authorized to operate it under trackage rights as herein proposed. In order to attract more freight traffic, much of which has been diverted to motor carriers in recent years, the Claremont & Concord is negotiating with the Boston & Maine and other carriers for the establishment of through rates and divisions of revenues on freight

traffic moving between points on the lines in question and other points throughout the United States.

The industries now located in the territory served by the Claremont Railway include 2 paper mills, a plant which manufactures mining and quarrying machinery, a shoe factory, 2 bulk oil stations, and a warehouse for the storage and distribution of general merchandise. The total volume of traffic handled by the Claremont Railway in 1953 was 20,538 tons, consisting chiefly of gasoline, oil, paper, pulp, and steel and iron products. The applicants estimate that the gross freight revenues from the proposed operation under trackage rights will be from \$55,000 to \$60,000 a year, which are included in the total gross revenues anticipated by the Claremont & Concord, previously stated. No estimate is given as to the probable operating expenses, net revenue, or net railway operating income, for the reason that the trackage operation will be conducted jointly with the operation of the branch line to be acquired by the Claremont & Concord from the Boston & Maine. The applicants point out that it would be extremely difficult to separate the operating costs under such circumstances.

The proposed trackage arrangement is to be consummated under an agreement made by and between the Claremont & Concord and the Claremont Railway, filed of record herein. By its terms, briefly stated, the Claremont & Concord is granted the right to use the tracks in question for the purpose indicated. As compensation therefor, the Claremont & Concord agrees to pay \$500 a year in addition to such amounts as shall be required to preserve the corporate existence of the Claremont Railway and other amounts covering taxes and premiums on certain insurance policies. Repairs, renewals, and replacements to the property and appurtenances shall be made by the Claremont & Concord and the latter is to have full control of maintenance and operation. The agreement is to become effective upon our approval and continue for a period of 25 years, but it may be terminated upon 30 days' written notice by either party if the other fails to perform any of its obligations thereunder.

The applicants allege, in effect, that as the result of intensive supervision and greater flexibility of short-line operation, as contemplated under the direction of Pinsky, the railroad of the Claremont & Concord can be operated to better advantage than as a small branch of the Boston & Maine system; that greater efficiency can be attained by combining the operation of the line of the Claremont & Concord with the proposed operation under trackage rights over the tracks of the Claremont Railway; that by more efficient use of labor and materials, and apportionment of expenses, the operating costs can be kept at a minimum with respect to both operations; that the proposed through rates, above mentioned, will give the shippers single-line rates substantially lower than the combination rates now in effect; and that the applicants would thereby regain much of the traffic from the motor carriers.

The transaction herein with respect to the proposed purchase and operation of the property to be acquired from the Boston & Maine does not involve any guaranty or assumption of the payment of dividends or fixed charges. There will be no increase in total fixed charges. No other carrier

has sought to be included in the transaction. Adequate transportation service to the public will not be affected.

Section 5(3) of the act provides that whenever a person which is not a carrier is authorized, by an order under section 5(2), to acquire control of any carrier or carriers, such person thereafter shall, to the extent provided by us in such order, be considered a carrier subject to section 20 (1) to (10), inclusive, relating to reports, accounts, etc., and section 20a(2) to (11), inclusive, relating to securities. In our judgment, it is not necessary or advisable to include in our order provisions subjecting S. M. Pinsly to regulation under any of the provisions mentioned, except to the extent of making such special reports as we may hereafter require pursuant to section 20(1) and (2) of the act. Our order will so provide.

We find that:

(1) The present and future public convenience and necessity require operation under trackage rights by the Claremont and Concord Railway Company over the lines of railroad of the Claremont Railway Company, in Sullivan County, N. H., described herein;

(2) Subject to the conditions referred to above with respect to the protection of employees, and to the condition that S. M. Pinsly make such special reports as we may hereafter require pursuant to section 20(1) and (2) of the act, as amended, (a) the purchase and operation by the Claremont and Concord Railway Company of the railroad property of the Boston & Maine Railroad, described herein, and (b) the acquisition by S. M. Pinsly of control of the Claremont and Concord Railway Company, through ownership of capital stock, as proposed, are transactions within the meaning of section 5(2) of the Interstate Commerce Act, as amended, that the terms and conditions proposed are just and reasonable, and that the transactions will be consistent with the public interest;

(3) The proposed issue by the Claremont and Concord Railway Company of not exceeding \$50,000 of common capital stock, consisting of 500 shares of the par value of \$100 each, as aforesaid, (a) is for lawful objects within its corporate purposes and compatible with the public interest, which are necessary and appropriate for and consistent with the proper performance by it of service to the public as a common carrier, and which will not impair its ability to perform that service, and (b) is reasonably necessary and appropriate for such purposes.

An appropriate certificate and order will be entered, in which suitable provision will be made for the filing of tariffs, submission of journal entries, and compliance with valuation order No. 24.

CERTIFICATE AND ORDER

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 4, held at its office in Washington, D. C., on the 8th day of November A.D. 1954.

Finance Docket No. 18622

CLAREMONT & CONCORD RAILWAY COMPANY ET AL. PURCHASE,
ETC.

Finance Docket No. 18623

CLAREMONT & CONCORD RAILWAY COMPANY STOCK

Finance Docket No. 18624

CLAREMONT & CONCORD RAILWAY COMPANY TRackage RIGHTS

Investigation of the matters and things involved in these proceedings having been made, and said division, having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which report is hereby referred to and made a part hereof:

It is hereby certified, That the present and future public convenience and necessity require operation under trackage rights by the Claremont and Concord Railway Company over the lines of railroad of the Claremont Railway Company, in Sullivan County, N. H., described in the report aforesaid.

It is ordered, That, (a) subject to the conditions for the protection of railway employees referred to in the report, the purchase and operation by the Claremont and Concord Railway Company of the railroad property of the Boston & Maine Railroad, described in the report, and (b) subject to the condition as to special reports prescribed in the aforesaid report, acquisition by S. M. Pinsky of control of the Claremont and Concord Railway Company, through ownership of capital stock, upon the terms and conditions in the report found to be just and reasonable, be, and they are hereby, approved and authorized.

It is further ordered, That the Claremont and Concord Railway Company when filing schedules establishing rates and charges on the lines of railroad herein involved, shall in such schedules refer to this certificate by title, date, and docket numbers.

It is further ordered, That the Claremont and Concord Railway Company be, and it is hereby, authorized to issue not exceeding \$50,000 of common stock, consisting of 500 shares of the par value of \$100 each, to be sold to S. M. Pinsky for cash at par, and the proceeds thereof to be used to purchase the railroad property of the Boston & Maine Railroad, described in the report, and for other corporate purposes set forth therein.

It is further ordered, That, except as herein authorized, said stock shall not be sold, pledged, repledged, or otherwise disposed of by the Claremont and Concord Railway Company, unless or until so ordered or approved by this Commission.

It is further ordered, That the Claremont and Concord Railway Company shall report concerning the matters herein involved in conformity with the order of this Commission, by division 4, dated August 9, 1946, as amended, respecting applications filed under section 20a of the Interstate Commerce Act.

It is further ordered, That nothing herein shall be construed to imply any guaranty or obligation as to the stock of the Claremont and Concord Railway Company, or dividends thereon, on the part of the United States.

It is further ordered, That, if the authorizations herein granted are exercised, the Claremont and Concord Railway Company shall submit for the consideration and approval of this Commission, three copies of the journal entries necessary to record the transactions.

And it is further ordered, That the Claremont and Concord Railway Company shall report to this Commission as required by valuation order No. 24, effective May 15, 1928.

By the Commission, division 4.

(SEAL)

GEORGE W. LAIRD,
Secretary.

HMP - Pullmans (SYM)
② Wash cars (SYM)

9FF - Expenses Accounts
① Trans. Station
② Council
③ Pass. ticket procedure

ASB - Public Hearings

ASB - T. Eggholm - Harbor - Marine - #3
③ RR Community Trip



8/1 7 14-1-3



State of New Hampshire
PUBLIC UTILITIES COMMISSION
CONCORD

COMMISSIONERS
HAROLD K. DAVISON
CHAIRMAN
EDWARD R. THORNTON
BLAYLOCK ATHERTON

June 21, 1955

Neal Holland, Attorney
Boston & Maine Railroad
Boston, Massachusetts

Dear Sir:

D-T3419 Samuel M. Pinsly, Albert D. Leahy and
Harry G. Silleck, Jr. Petition for au-
thority to form a railroad corporation
to be known as the Claremont & Concord
Railway Company, Inc.

We are enclosing herewith copy of petition filed in
connection with the above entitled matter, upon which the Com-
mission will hold a hearing on July 6, 1955, at eleven o'clock
in the forenoon at its office in Concord, Room 208, State House
Annex.

Very truly yours,

N. H. PUBLIC UTILITIES COMMISSION

James W. Don
Secretary

J

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

PETITION OF SAMUEL M. PINSLY, ALBERT D. LEAHY
And HARRY G. SILLECK, JR. under Section 2 of
Chapter 274 of the Revised Laws of New Hampshire,
as amended, for authority to form a corporation
to be known as Claremont and Concord Railway
Company, Inc., to acquire, maintain and operate
the lines of railroad or street railway within
the State of New Hampshire now owned or operated
by Claremont and Concord Railway Company (a Dela-
ware corporation) and Claremont Railway Company
(a New Hampshire corporation).

PETITION

TO THE PUBLIC UTILITIES COMMISSION, STATE OF NEW HAMPSHIRE;

Now, come SAMUEL M. PINSLY, ALBERT D. LEAHY and
HARRY G. SILLECK, JR., Petitioners herein and respectfully
allege that:

1. Petitioners have entered into Articles of
Agreement for the incorporation of Claremont and Concord
Railway Company, Inc. (hereinafter called the Corporation),
pursuant to the provisions of Section 2 of Chapter 274 of
the Revised Laws of New Hampshire, as amended, and have held
their first meeting for the purpose of effecting the organiza-
tion of the Corporation. A copy of the record of organization
of the Corporation, including the Articles of Agreement, the
names and addresses of the officers and directors and the
minutes of the first meeting of incorporators adopted thereat

is attached hereto marked Exhibit A. Attached hereto as Exhibit B are the By-Laws of the Corporation adopted at said meeting.

2. As appears from the Articles of Agreement, the objects for which the Corporation is established are to acquire, maintain and operate the lines of railroad or street railway existing within New Hampshire heretofore owned or operated by Claremont and Concord Railway Company, a Delaware corporation, and by Claremont Railway Company, a New Hampshire corporation, and in connection therewith to have the powers specified in the Articles of Agreement, all as authorized by Chapter 274 of the Revised Laws of New Hampshire, as amended.

3. The Corporation proposes promptly upon its incorporation to acquire the lines of railroad now owned and operated by Claremont and Concord Railway Company by acquiring by merger, all of the assets of said company in exchange for 500 shares of the common stock of the Corporation. The lines of railroad now owned and operated by said company consist of a line of railroad extending from Concord, New Hampshire to Claremont Junction in the Town of Claremont, New Hampshire and a line of railroad extending from a junction point with the aforementioned line of railroad at Gontocock, New Hampshire to Henniker, New Hampshire. Said Company also has trackage rights over the line of railroad or street railway owned by Claremont Railway Company which

extends from a junction with the line of railroad of Claremont and Concord Railway Company hereinbefore referred to at Claremont, New Hampshire, through Claremont Center, New Hampshire to West Claremont, New Hampshire with two short additional lines at or near Claremont Center, all such lines of railroad being located entirely in the Town of Claremont, New Hampshire. Petitioner finally is the owner of all outstanding stock of Claremont and Concord Railway Company and of Claremont Railway Company. The proposed issuance of stock of the Corporation and the proposed merger with Claremont and Concord Railway Company will be subject to all necessary approval of the Interstate Commerce Commission, application for which it is proposed will be made promptly after issuance to the Corporation of a Certificate of Incorporation by the Secretary of State of New Hampshire. It is contemplated that the Corporation may also later acquire the aforesaid line of railroad or street railway owned by said Claremont Railway Company either through purchase of its stock or by purchase of the assets thereof or by merger or consolidation.

4. Formation of the Corporation for the purpose of acquiring, maintaining and operating the properties now owned or operated by Claremont and Concord Railway Company and Claremont Railway Company and the related purposes set forth in the Articles of Agreement will be in the public good in that it will

make possible the transfer of the properties of Claremont and Concord Railway Company, a Delaware corporation, to a corporation organized under and subject to the laws of the State of New Hampshire, and in that it will also make possible at an appropriate time the unification of the properties of these two companies into a single New Hampshire corporation.

WHEREFORE, Samuel M. Finsly, Albert D. Leahy
and Harry G. Silleck, Jr. respectfully request and pray that the Public Utilities Commission issue an order without hearing finding that it shall be in the public good that Claremont and Concord Railway Company, Inc. be formed pursuant to the provisions of Chapter 274 of the Revised Laws of New Hampshire, as amended, to acquire, maintain and operate the lines of railroad or street railway within New Hampshire hereinbefore referred to and to exercise, in connection therewith, the powers set forth in the Articles of Agreement.

Dated: June 15, 1955

SAMUEL M. FINSLY

ALBERT D. LEAHY

HARRY G. SILLECK, JR.

BOSTON AND MAINE RAILROAD

F-14-

Dec. 20, 1954

Received of Mr. J. E. Milano

Contract } Claremont and Concord Railway Company
Deed }

and } B. & M. R. R.
to }

Description Joint operation and use of facilities and
interchange of cars Dated Dec. 10, 1954

Location Concord, N.H.
Claremont Jct., N.H.

W. J. BURNS

Contract }
Deed } No. 5 1 3 5 0
Corporate }

By

H. E. Bayley
Clerk of Corporation
Supervisor of Contracts

THIS AGREEMENT made in duplicate this tenth day of December, 1954, by and between BOSTON AND MAINE RAILROAD, a corporation duly established by law, hereinafter called the "Maine" and the CLAREMONT AND CONCORD RAILWAY COMPANY, hereinafter called the "Claremont".

W I T N E S S E T H T H A T ;

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE FIRST

The Maine grants to the Claremont the joint use of certain tracks to reach the passenger station, freight yard, engine house and for the interchange of freight cars and certain facilities for loading and unloading passengers, baggage and mail.

(1) The Claremont's use of the Maine's tracks at Concord, N.H. shall be limited to those shown in Red on plans of the Boston and Maine Railroad identified as V21, V21, V33.1, V33.1 & V33.1, "Plan showing facilities used jointly by the Claremont and Concord Railway Company", copies of which are attached hereto and made a part of this agreement.

(2) The Claremont shall have the right to use jointly with the Maine, at Concord, N.H. the following tracks of the Boston and Maine Railroad:

(a) For access to Station and Engine House Facilities: The main track of the Maine's former Claremont Branch from point A, at Valuation Station 14740, to point B at Valuation Station 5495, as shown on Maps V33.1, V33.1 and V33.1 also B-C, as Station Track and access to Engine House, crossover C-D, track D-E for parking passenger equipment, Track F-D to effect interchange, tracks F-G, C-G, G-H, H-I, I-J, I-K for access to turntable, and Track L-M for access to Locomotive Shop and storage of Motor Unit, also track H-B as exit from engine house and to run around equipment,

all as shown on Maps $\frac{V21}{34}$ and $\frac{V21}{35}$,

(3) The Claremont's use of the Maine's tracks at Claremont Junction, N.H. shall be limited to those shown in Red on plans of the Maine identified as $\frac{V47}{18}$, "Plan showing facilities used jointly with the Claremont and Concord Railway", copies of which are attached hereto and made a part of this agreement.

(4) The Claremont shall have the right to use jointly with the Maine at Claremont Junction the following tracks of the Maine:

A-C-B, C-D-E, and D-F-G for turning of the Claremont's equipment and of G-F-H for effecting interchange with the Maine, all as shown on Map $\frac{V47}{18}$.

(5) The Maine grants to the Claremont the use of the Maine's passenger station buildings and platforms at Concord, N.H. and at Claremont Junction, N.H. for the loading and unloading of the Claremont's passengers, mail and baggage.

(6) The Maine grants to the Claremont the use of the Maine's enginehouse facilities at Concord, N.H., for storage, service, emergency repairs to and turning of the Claremont's motive power, and for such other repairs as may be agreed upon.

ARTICLE SECOND

(1) The Claremont grants to the Maine the unrestricted privilege of turning its equipment on the Wye located at Claremont Junction without cost to the Maine.

(2) The Claremont agrees that both legs of the Wye at Claremont Junction may be used by the Maine to effect interchange.

ARTICLE THIRD

The Maine shall provide all the employees and do all the work entailed in the operation of Railroad facilities and equipment at Concord, N.H. and Claremont Junction, N.H. except as herein provided.

ARTICLE FOURTH

(1) All operations of the Claremont on the property of the Maine shall be on the tracks herein described, and shall at all times be under the direction and control of the operating representatives of the Maine and subject to the operating rules of the Maine. The Claremont shall conform with the rules of the Interstate Commerce Commission governing inspection of any motive power or equipment used by the Claremont on the tracks of the Maine under the terms of this agreement. The Claremont shall qualify all its agents and employees used in operating locomotives and cars on the tracks of the Maine in the operating rules of the said Maine, the work of qualifying said agents and employees of the Claremont to be done by a designated representative of the Maine at the expense of the Claremont.

(2) No maintenance work on the equipment of the Claremont shall be performed by the employees of the Claremont at the Maine's enginehouse, car shops or car repair tracks.

(3) The locomotives of the Claremont shall do no switching on the tracks of the Maine at Claremont Junction nor at Concord except as herein provided and except to change the caboose of an incoming train of the Claremont to an outgoing train of the Claremont.

ARTICLE FIFTH

(1) For any work done or services performed by the Maine for the benefit of the Claremont, the Claremont shall pay to

the Maine the actual cost thereof; and it is agreed that these shall be added to the direct costs:

- (a) 4% to the direct wages of employees to cover vacations.
- (b) 2% to the direct wages of employees to cover Paid Holidays, where the Class of Employee involved receives such benefit by Agreement with the Maine.
- (c) 6-3/4% of the sum of the direct wages of employees plus (a) and (b) hereof, to cover Railroad Retirement and Unemployment Insurance Taxes.
- (d) 10% to the direct wages of employees to cover supervision and accounting.
- (e) 15% to charges for material furnished by the Maine to cover stores expense.
- (f) Bills covering work done in the Maine's shops shall include the current charges for "Shop Expense".

(2) In lieu of the basis for billing for services performed and work done in (1) hereof, the Claremont and the Maine may agree on a fixed charge to compensate the Maine for any such work or service. Such fixed charges shall be subject to adjustment as may be required by changes in employee compensation, services rendered or other cause.

ARTICLE SIXTH

(1) Loaded and empty freight cars shall be interchanged between the Claremont and the Maine at Concord, N.H. and at Claremont Junction, N.H., under the rules of the Association of American Railroads and in accordance with Article Tenth of this Agreement, or as such rules may be further modified in writing from time to time by agreement between the parties hereto.

(2) Passenger cars and equipment of the parties hereto shall not be interchanged except by written agreement.

ARTICLE SEVENTH

Passengers, baggage and mail brought to the Station at Concord, N.H. or Claremont Junction, N.H., by a train of one of

the parties hereto for forwarding by a train of the other party shall be the responsibility of the party bringing such passengers, baggage and mail to the station until such passengers, baggage and mail are safely unloaded from the arriving train when the said passengers, baggage and mail shall become the responsibility of the party in whose train they are to be forwarded.

In all other cases, passengers, baggage and mail handled into or through either of the stations named herein shall be the responsibility of the party whose train brought such passengers, baggage or mail to the station or of the party by way of whose train the said passengers, baggage or mail is to be forwarded, as the case may be.

ARTICLE EIGHTH

The Maine's employees while engaged in handling baggage and mail for the Claremont as set forth in Article Seventh and in servicing the Claremont's equipment shall be considered the sole agents of the Claremont and the Claremont shall have sole responsibility therefor.

ARTICLE NINTH

The Claremont, for itself, its successors and assigns, hereby agrees to indemnify and hold harmless the Maine, its successors or assigns and its officers, agents and employees, against any and all loss, cost, damage or expense and against any claims for loss or damage to property, personal injury or death, caused by or arising out of its use of the Maine's tracks, property, facilities or services under the terms of this agreement, whether such loss or damage occurs to the Claremont, its officers, agents or employees, to the Maine, its officers, agents or employees, or to others unless such loss, damage or

Injury shall be due to the sole negligence of employees of the Maine not acting as agents of the Claremont under Articles Seventh and Eighth.

ARTICLE TENTH

Since the Maine is a subscriber to the Association of American Railroads Code of Rules Governing the Condition Of, And Repairs to Freight and Passenger Cars, hereinafter called the "Code of Rules", and since the Claremont is a non-subscriber to said Code of Rules, in order to set forth on whom the loss, damage or destruction of cars shall fall when such cars are in the possession of the Claremont, the parties hereto mutually agree as follows:

(1) When a car of private ownership which has been delivered in interchange to the Claremont by the Maine is damaged or destroyed on the tracks of the Claremont or upon a private industrial track served by the Claremont, the Claremont shall immediately notify the Maine of such damage or destruction and shall pay over to the Maine, upon demand by the Maine, the amount of money the Maine may be obligated to pay to the owner of the car for such damage or destruction by reason of the Code of Rules.

When a car owned or controlled by a railway company has been delivered in interchange to the Claremont by the Maine and is damaged or destroyed on the tracks of the Claremont or upon a private industrial track served by the Claremont, the Claremont shall immediately notify the Maine of such damage or destruction and shall pay over to the Maine, upon demand by the Maine, the amount of money the Maine may be obligated to pay to the owner of the car for such damage or destruction by reason of the Code of Rules, provided, however, that in the case of a car owned by the Maine so damaged or destroyed the Claremont shall upon demand by

the Maine pay to the Maine an amount of money equal to the damage sustained by the Maine by reason of such damage or destruction of the car.

In furtherance of the two foregoing paragraphs of this section numbered "1", but not by way of limitation thereof, the Claremont shall and hereby agrees to indemnify and save harmless the Maine from and against any and all loss, cost, damage or expense and from and against any and all claims or suits for property damage arising out of or in any way attributable to any loss, damage or destruction of any car delivered by the Maine to the Claremont in interchange when such loss, damage or destruction occurs while such car is on the tracks of the Claremont or upon a private industrial track served by the Claremont. The provisions of Article Tenth will be satisfied in the event of damage to equipment if the Claremont shall make adequate repairs acceptable to the Maine in lieu of payment therefor.

This Agreement shall take effect at 12:01 A.M. December 17, 1954.

BOSTON AND MAINE RAILROAD

By *W. H. [Signature]* (Seal)
President

CLAREMONT AND CONCORD
RAILWAY COMPANY

By *J. M. [Signature]* (Seal)
President

J. M. [Signature]
[Initials]

9-14-1

BOSTON AND MAINE RAILROAD

Dec. 31, 1954

Received of Mr. R. Jackson

Contract } Interstate Commerce Commission
Deed } Claremont & Concord Railway Company Et Al
and } B. & M. R. R.
to }

Description Finance Docket Nos. 18622, 18623, 18624 re sale of

portion of Claremont Branch and Henniker Dated Nov. 8, 1954
Branch to Concord and Claremont Railway Company

Location --

W. J. BURNS

Contract }
Deed } No. C-584-A
Corporate }

By

H. C. Boyden
Clerk of Corporation
Supervisor of Contracts

BOSTON AND MAINE RAILROAD

February 11, 1955

Mr. Bourke (2)
Mr. Mullaney
Mr. Glacy (2)
Mr. Cowan
Mr. Phillips
Mr. Jackson
Mr. Reed
Mr. Hardy
Mr. Higgins (2)

Contract C-584-A

HEREWITH FOR YOUR INFORMATION AND FILE. COPY OF THE FOLLOWING
Contract C-584-A

BETWEEN

Interstate Commerce Commission

AND

**B. & M. R.R.
S. M. Pinaly**

DESCRIPTION

**Finance Docket No. 18622¹ - Authorizing sale of portions
of Claremont and Henniker Branches of the B. & M. R. R.**

LOCATED AT

DATED

Nov. 8, 1954

W. J. BURNS.

CLERK OF CORPORATION

R. E. Seydel
SUPERVISOR OF CONTRACTS

PLEASE ACKNOWLEDGE RECEIPT ON FORM BELOW

7 14-1-6

BOSTON AND MAINE RAILROAD

November 3, 1955

- Mr. Rourke (2)
- Mr. Mullaney
- Mr. Glacy (2)
- Mr. Cowan
- Mr. Phillips
- Mr. Jackson
- Mr. Hardy
- Mr. Higgins (2)
- G. Agt. Concord, N.H.
- Agt. Claremont Jct., N. H.

Contract #52004

HEREWITH FOR YOUR INFORMATION AND FILE, COPY OF THE FOLLOWING

Contract #52004

BETWEEN

AND

DESCRIPTION

LOCATED ~~XXX~~

DATED

State of New Hampshire
Public Utilities Commission

Claremont and Concord Railway Company, Inc.

Order #6695-authorizing C. & G. Ry. Co., Inc. to dis-
continue regularly scheduled passenger train service

Between Concord, N. H. and
Claremont Jct., N. H.

Oct. 13, 1955

~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~

H. E. Snyder
SUPERVISOR OF CONTRACTS

D-T3432

CLAREMONT & CONCORD RAILWAY COMPANY, INC.

Petition for authority to discontinue passenger train service between Claremont Junction and Concord.

..00..

Appearances: for the petitioner, Emmett McCaffrey and Albert D. Leahy; for the Boston & Maine Railroad and Boston & Maine Transportation Company, Neal Holland; for the State of New Hampshire, Richard C. Duncan, Assistant Attorney-General.

..00..

REPORT

By petition filed June 15, 1955, the Claremont and Concord Railway Company, Inc. seeks authority to discontinue passenger service between Concord and Claremont Junction. Hearing thereon was held at Concord on September 28, 1955, at which no one appeared in opposition to the petition.

Petitioner purchased from the Boston and Maine Railroad its so-called Claremont Branch from a point in the City of Concord, near the Swenson Granite Quarries, identified as Station 147 plus 0, to Claremont Junction, and has been operating this line since December 17, 1954, with trackage rights over certain Boston & Maine Railroad lines in the City of Concord.

Passenger service has consisted of one round trip on weekdays, leaving Concord at approximately 10:45 A.M., and arriving at Claremont Junction at approximately 12:55 P.M., returning from Claremont

Junction at approximately 3:10 P.M., and arriving at Concord at approximately 5:15 P.M. Mail was carried by this Railroad until April 1, 1956, at which time the postal authorities withdrew this service from the Railroad and placed it on the highway. There has been no Railway Express Agency service since the acquisition of the line by the petitioner. Certain other passenger service has been provided, such as the operation of snow trains between Concord and Warner, using equipment of the Boston & Maine Railroad, and infrequent excursions with its own equipment.

In addition to the passenger service operation above described, petitioner also acquired the line between Contoocook and Emerson (West Henniker). Freight service is operated between Claremont Junction and Contoocook, and south to Emerson. There is no regular demand for this service between Contoocook and Concord. Towns served by the passenger service are, in addition to the termini: Newport, Sunapee, Newbury, Bradford, Warner and Hopkinton (Contoocook).

Figures were introduced showing the Income Statement of petitioner for the 6 months ended June 30, 1955, and are summarized in the following table:

Table I

Total Railway Operating Revenue	\$130,342.41
Total Railway Operating Expenses	108,802.23
Net Revenue from Railway Operations	21,540.18
Railway Tax Accruals	4,839.92
Railway Operating Income	16,700.26
Total Rents Payable	7,142.06
Net Railway Operating Income	9,558.20
Miscellaneous Rent Income	225.17
Income Available for Fixed Charges	9,783.37
Interest on Funded Debt	1,017.75
Income After Fixed Charges	8,765.62
Provision for U. S. Income Taxes	2,629.69
Net Profit After Income Taxes	6,135.93

Figures showing the revenues and expenses resulting from the operation of the passenger train service for the first 6 months of 1955, are shown and broken down into 2 three-months' periods, the first of which included the carriage of the mail, and the second, during which mail was removed from the train. These figures are shown in the following table:

Passenger	Table II		
	Three Months Ended		Six Months
	March 31, 1955	June 30, 1955	Ended June 30, 1955
Passenger	\$ 652.44	\$ 736.93	\$ 1,389.37
Mail	2,989.99	--	2,989.99
Total Revenues Assignable	<u>\$3,642.43</u>	<u>\$ 736.93</u>	<u>\$ 4,379.36</u>
Total Passenger Expenses	<u>\$7,271.91</u>	<u>\$4,710.95</u>	<u>\$11,982.86</u>
Ratio Expenses to Revenue	<u>2.00</u>	<u>6.39</u>	<u>2.74</u>
Railway Tax Accruals	\$ 188.46	\$ 169.22	\$ 357.68
Total Rents Payable	<u>---</u>	<u>174.00</u>	<u>174.00</u>
Net Railway Operating Loss	<u>\$3,817.94</u>	<u>\$4,317.24</u>	<u>\$ 8,135.18</u>
Train Miles Operated	8,732	8,845	17,577
Revenue per Train Mile	.417	.083	.249
Cost per Train Mile	.854	.571	.712

The expenses shown above include cost of maintenance and equipment, car repairs, equipment depreciation, station service, other yard expenses, services of enginemen and trainmen, fuel, enginehouse expenses, train supplies and expenses, tickets, insurance, and other miscellaneous expenses having to do with passenger service operation, all of which are claimed to be saved through the discontinuance of passenger service. There are no figures including

services of maintenance-of-way, as it is not anticipated that any savings will result because of the necessity of keeping the track available for any emergency, or infrequent operations that may be desired. The breakdown of passenger revenue and average number of passengers handled is indicated for the 8-month period from January 1 to August 31, 1955, and is shown in the following table:

Table III

	<u>Passenger Revenue</u>	<u>Average Daily Revenue</u>	<u>Passengers Carried</u>	<u>Average Daily Passengers</u>
January	\$ 275.70	\$10.60	225	10
February	224.79	9.37	212	9
March	146.70	5.43	179	7
April	217.86	8.38	228	8
May	229.86	8.84	252	9
June	294.46	11.33	360	14
July	478.34	18.40	612	24
August	<u>378.87</u>	<u>14.03</u>	<u>490</u>	<u>16</u>
Totals	<u>\$2,246.58</u>	<u>\$10.60</u>	<u>2,588</u>	<u>12</u>

A total of 25,587 train miles were operated during the 8-month period, with a total of 66,713 passenger miles. This indicates an average of 6.2 passengers per trip, with each passenger averaging 25.8 miles. The average passenger revenue per train mile amounted to \$.095. The average revenue per passenger mile amounted to \$.034.

Schedules of Boston & Maine Transportation Company bus service operating between Claremont and Concord; Condos Bus Lines, Inc., operating service between Claremont and Newport; and Vermont Transit Lines, providing interstate service to and from points serviced by this Railroad, were introduced, together with the tariffs of each.

These generally indicate that the train service is slower, and the general fares are somewhat higher than those charged by the bus lines. The petitioner is supported by a representative of one of the larger shippers of freight in the Claremont area, with the hope that passenger losses can be eliminated in order to provide a financially strong railroad expected to handle freight service expeditiously, and charge lowest possible rates, to permit competition with other large industrial areas more convenient, in many instances, to the source of supply and demand.

In support of petitioner's position, testimony was introduced indicating that in the last 5-year period, a total of \$1,729,000 was spent in improving various sections of the highway, amounting to 11.46 miles, paralleling this line of the railroad. Traffic counts taken at two points, one near Claremont and the other west of Newport, show an average annual 24-hour count of 3,700 and 2,600 vehicles, respectively. At 2 different points on the highway, where routes N. H. 9 and 103 coincide, 4,200 and 3,300 vehicles averaged to pass each 24-hour period per year. This count decreases to 1,000 motor vehicles between Warner and Bradford, 1,211 near Newbury, 1,600 between Hopkinton and Warner, and 3,100 westerly of the junction of Routes N.H. Highway Nos. 11 and 103 in Sunapee.

It is apparent from the record in this case, that passenger service has continued to decline on the so-called Claremont Branch, considerably below that which previously existed during the consideration in this matter upon petition of the Boston & Maine Railroad

before its sale to the petitioner, Boston & Maine Railroad, 35 N.H.P.U.C. 34. The largest source of revenue available to this train service was mainly the carriage of the mail, which was terminated by the Post Office Department. For the 3 months during which the mail was carried, this revenue amounted to \$743.41 more than the total passenger receipts for the first 8 months of 1955.

Upon consideration of all the facts, the Commission is of the opinion that the continuance of the passenger service cannot be justified, and that public convenience and necessity does not require its continuance. Our order will issue accordingly, authorizing the same to be discontinued upon not less than 15 days' notice to the public.

HAROLD K. DAVISON

EDWARD R. THORNTON

ELAYLOCK ATHERTON
Commissioners

Filed October 13, 1955.

D-T3432

O R D E R N O. 6695

Upon consideration of the foregoing report, which is made a part hereof; it is

ORDERED, that the Claremont and Concord Railway Company, Inc., be, and hereby is, authorized to discontinue regularly scheduled passenger-train service between Concord and Claremont Junction; and it is

FURTHER ORDERED, that the discontinuance authorized herein may become effective on not less than fifteen (15) days' notice to the public, by causing notices thereof to be posted in the several stations, and published in a newspaper having general circulation in the territory covered by this petition.

By order of the Public Utilities Commission of New Hampshire this thirteenth day of October, 1955.

(Sgd.) Daisy Y. Jewell
Assistant Secretary

COPY OF CONTRACT NO. 52004

7-14-4

BOSTON AND MAINE RAILROAD

Oct. 24, 1955

Received of Mr. N. J. Holland

Contract } State of New Hampshire
Deed } Public Utilities Commission
and } Claremont and Concord Railway Company, Inc.
to }

Description Order #6695-authorizing C.&C. RyCo., Inc. to
discontinue regularly scheduled
passenger train service Dated Oct. 13, 1955

Location Between Concord, N.H. &
Claremont Jct., N.H.

Contract }
Deed } No. 5 2 0 0 4
Corporate }

~~XXXXXXXXXX~~

~~(XXXXXXXXXXXXXXXXXXXX)~~

By H. C. Jolley
Supervisor of Contracts

October 17, 1955

Messrs. Kiernan
Alpert
Rourke
Glacy
Mullaney
Phillips

Re: Claremont Branch Service

M.A.
I am in receipt of New Hampshire P.U.C. Order No. 6695 (P-T 3432), dated October 13, 1955, which permits the discontinuance of passenger train service between Concord and Claremont Junction, New Hampshire, pursuant to the petition of the Claremont and Concord Railway Company, Inc., seeking such discontinuance.

The discontinuance may become effective on not less than 15 days notice. Prompt action by Mr. Hinsley could have the service terminate by November 1, 1955.

Neal Holland
General Attorney

NH:enj

October 17, 1955

Miss Boyden:

Re: Claremont Branch Service

Herewith Order of the New Hampshire P.U.C. numbered 6695 (D-T 3432), dated October 13, 1955 which permits the discontinuance of passenger traffic service between Concord and Claremont Junction, New Hampshire, pursuant to the petition of the Claremont and Concord Railway Company, Inc. seeking such discontinuance.

This for your files and further handling.

Neal Holland
General Attorney

Enc.

NH:emj



State of New Hampshire
PUBLIC UTILITIES COMMISSION
CONCORD

COMMISSIONERS
HAROLD K. DAVISON
CHAIRMAN
EDWARD R. THORNTON
BLAYLOCK ATHERTON

October 13, 1955

Neal Holland, Attorney
Boston & Maine Railroad
Boston, Massachusetts

Dear Sir:

D-T3432 Claremont and Concord Railway Company,
Inc. Petition for authority to discon-
tinue passenger train service between
Claremont Junction and Concord.

We are enclosing copy of the report and order
issued by the Commission in connection with the above en-
titled matter.

Very truly yours,

N. H. PUBLIC UTILITIES COMMISSION

Blaisy Y. Jewell
Assistant Secretary

RECEIVED
OCT 13 1955

September 13, 1955

N. H. Public Utilities Commission
State House Annex
Concord, New Hampshire

Re: D-T3432 Claremont and Concord Railway Company, Inc.
Petition for authority to discontinue passenger
train service between Claremont Junction and Concord

MS
Gentlemen:

Please be advised that I shall appear on behalf of the Boston and Maine Railroad at the hearing on the above-cited matter in Concord, New Hampshire at 10:00 A.M., on September 28, 1955.

Yours very truly,

Neal Holland
General Attorney

Copy to:

Claremont and Concord Railway Company, Inc.
150 Causeway Street - 7th Floor
Boston 14, Mass.

NH:emj

BC: Mr. Alpert *[Signature]*

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

The Claremont and Concord Railway Company, Inc., having petitioned this Commission for authority to discontinue passenger train service on the Claremont and Concord Railway Company, Inc. line, now operating between Claremont Junction and Concord, New Hampshire; it is

ORDERED, that a hearing on said matter be held before said Public Utilities Commission at its office in Concord, Room 208, State House Annex, in said State, at ten o'clock in the forenoon on the twenty-eighth day of September, 1955; and it is

FURTHER ORDERED, that said petitioner notify all persons desiring to be heard to appear at said hearing, when and where they may be heard upon the question whether the prayer of said petition may be granted consistently with the public good, by causing an attested copy of this order of notice to be posted in two public places in each of the Cities of Concord and Claremont, in two public places in each of the Towns of Warner, Bradford, Newbury, Sunapee and Newport, and in two public places in the Town of Hopkinton, such public places to be at Dentocook, all in said State, not later than September 14, 1955, and by causing an attested copy of this order of notice to be published in newspapers having general circulation in the territory covered by this petition, not later than September 16, 1955, such postage and publications to be designated in an affidavit to be made on a copy of this order of notice and filed with this office.

By order of the Public Utilities Commission of New Hampshire this ninth day of September, 1955.

JAMES N. DEHN
Secretary

A TRUE COPY
ATTEST:
James W. Don
SECRETARY
N. H. PUBLIC UTILITIES COMMISSION



State of New Hampshire
PUBLIC UTILITIES COMMISSION
CONCORD

COMMISSIONERS
HAROLD K. DAVISON
CHAIRMAN
EDWARD R. THORNTON
BLAYLOCK ATHERTON

September 9, 1955

Neal Holland, Attorney
Boston & Maine Railroad
150 Causeway Street
Boston, Massachusetts

Dear Sir:

D-T3432 Claremont and Concord Railway Company,
Inc. Petition for authority to dis-
continue passenger train service between
Claremont Junction and Concord.

We are enclosing copy of an order of notice
issued by the Commission in connection with the above entitled
matter.

Very truly yours,

N. H. PUBLIC UTILITIES COMMISSION

James W. Don
Secretary

o

Enclosure

*Hearing 9/28/55, Wednesday,
10:00 A.M. Concord, N.H.*

*Appear + appeal -
New management*

B + M wants first refusal from Peridy.

December 31, 1954

Mr. Quentin E. Davison,
Assistant Cashier
Middlesex County National Bank
Everett 49, Massachusetts

Dear Mr. Davison:

I am returning herewith the conditional sale contract enclosed in your letter of December 30, 1954, together with four (4) copies of an acknowledgement executed by our Mr. Rainie with respect to the execution of said contract.

I have taken the liberty of sending to you our regular form of corporate acknowledgement in this regard.

Yours very truly,

R. Jackson
General Counsel

Encs.

RJ:emj

MIDDLESEX COUNTY NATIONAL BANK

BILLERICA · CAMBRIDGE · EVERETT · LOWELL
MALDEN · MAYNARD · MEDFORD · READING
SOMERVILLE · STONEHAM
MASSACHUSETTS

Everett 49, Mass.
December 30, 1954

Mr. Richard Jackson
Boston & Maine Railroad
150 Causeway Street
Boston, Massachusetts

Dear Mr. Jackson:

R

In accordance with our telephone conversation of today, enclosed you will find an original conditional sale contract agreement between your good company and the Claremont & Concord Railway Company. This instrument was executed for the Boston & Maine Railroad by your Mr. Rainie.

After conferring with our counsel it appears we now need Mr. Rainie's signature acknowledged to complete our files. Would you kindly arrange to have the four acknowledgements enclosed executed and returned to this bank, together with the aforementioned conditional sale contract.

Upon receipt of these documents from you, we will proceed with recording. Your cooperation is sincerely appreciated.

Very truly yours,

Quentin E. Davison
Quentin E. Davison
Assistant Cashier

December 14, 1934

Mr. Spencer S. Dodd
Contoocook, New Hampshire

DEC 14 1934

Dear Mr. Dodd:

Replying to your letter of December 7th in regard to our deed to you covering the Contoocook station building and adjacent land:

It is a fact we have sold the Claremont Branch to Mr. S. M. Pinsky who will operate it as the Claremont and Concord Railroad. The date on which the title passes to the new owner is December 17th. After that date the Boston and Maine Railroad will not be involved in the operation of this line.

I understand you have discussed the matter with Mr. Pinsky or his representative and that any arrangements he might have in mind can be made with you direct.

Very truly yours,

R. H. Edgar

cc--Mr. S. M. Pinsky
Claremont and Concord Railroad

cc--Messrs. Bixler
Reed
A.S. Baker

R. Jackson - Mr. Pinsky tells me he has no interest in continuing the use of the Contoocook Station in the manner for which it was reserved in our deed and therefore, he will be out of the picture and Mr. Dodd can have the property to himself.

Boston, December 14, 1954

Miss Boyden:

Herewith for your files duly executed copy of letter agreement between Messrs. Pinsley and ^{Rourke} covering schedule of charges to be made vs. the Claremont and Concord Railway, effective December 17, 1954.

You will note this is to be considered a supplement to contract dated December 10, 1954, covering their joint operation and use of facilities at Concord and Claremont, N.H., the signed original of which will be forwarded to you by Mr. Jackson.

RA
I assume you will make the necessary distribution of the contract and attached supplement.

Enc.
15-11

W. H. Halland.

✓ cc. Mr. Jackson

Boston, December 13, 1954

Mr. Jackson:

With reference to the contract covering the operations of the Claremont & Concord Railway at Concord and at Claremont Junction.

The final draft as agreed to at the meeting in your office, December 9, 1954, has been approved by Messrs. Rourke and Baker for the Operating and Mechanical Departments.

I assume that you will now progress for the signatures of Messrs. Sughrue and Pinsley assuming that there will be no further changes requested by Mr. Pinsley.

I have handed Mr. Milano one set of plans to accompany the contract which Mr. Pinsley should have. I will send down Mr. Milano one more set and will retain one set in this office.

It is understood, of course, that if Mr. Pinsley requests any major change, such change should be approved by Mr. Rourke before final signature.

15-11

W. H. Holland
mk

December 7, 1954

C-584

Mr. Jackson:-

I am enclosing herewith two copies of the list of documents covering privileges on the Concord & Claremont Branch and the portion of the Hillsboro Branch, which lines are to be sold to Samuel M. Pinsky, for your use in connection with preparation of papers to cover this transaction.

In addition to the privileges included in the list I would call your attention to the fact that under the terms of the general contract with the Western Union Telegraph Company the Railroad granted the Telegraph Company exclusive right of way for telegraph purposes on, along, over, under and across the lines of the Railroad.

Deeds covering the purchase and sale of land on these lines also contain reservations for poles, wires, pipes, etc. along and across the line.

I have the stencil of this statement and you may have more copies of same if necessary.

*To be annexed to
BOM deed to
Claremont & Concord
except for R&A unit
noted on page 3. (Claremont station)
is not done*

L. E. Bayley

SUPERVISOR OF CONTRACTS.

Copy to Mr. Glacy
Mr. Phillips
Mr. Reed
Mr. Pinsky

) With copy of statement.

December 6, 1954

Mr. George W. Laird, Secretary
Interstate Commerce Commission
Washington, 25, D. C.

Dear Sir:

Will you kindly forward two copies of the
Report of the Commission in Finance Docket 18622¹
Claremont and Concord Railway Company et al. Purchase,
etc., decided November 8, 1954.

Yours very truly,

Neal Holland
General Attorney

NH:enj

Boston, Mass.,
November 29, 1954

Mr. J. W. Brackett:

Re: Claremont and Concord Railway Co.
(Your memo of November 24, 1954)

Your inquiry in the above memo as to the effect upon the Railroad of the Order of the I.C.C. in the Chicago & N.W. Ry. Co. Merger Case, which order was incorporated in the order authorizing the Claremont and Concord Railway Co. purchase of the Claremont Branch from the B & M:

In the Northwestern Merger Case it was brought out that the merger involved that of a subsidiary (Escañaba) into the parent company; and that no employees would be adversely affected. Nevertheless the Commission decided that it should adopt a uniform practice in cases under Section 5(2) of the Act and should prescribe the conditions called for by clause (f) of Section 5(2) in all cases. Accordingly the Commission approved the Merger subject to the condition that:

"During the period of 4 years from the effective date of our order herein such transaction will not result in employees of the carrier or carriers by railroad affected by such order being in a worse position with respect to their employment, except that the protection afforded to any employee pursuant to this section shall not be required to continue for a longer period, following the effective date of such order, than the period during which such employee was in the employ of such carrier or carriers prior to the effective date of such order -"

The above-quoted language is more or less of a paraphrase of the language of the Act itself.

As you will doubtless recognize, the basic idea in the Northwestern Case is very similar to the idea expressed in the so-called Burlington Conditions which apply to abandonments under Section 1(18) of the Interstate Commerce Act. As

Mr. J. W. Brackett

-2-

11/29/54

you know, the conditions applied in Abandonment Cases grew out of a decision in the Supreme Court in 315 U.S. 373 - Railway Executives v. the U.S., and in practical interpretation it has been common for the conditions protective of employees' interest to be read in essentially the same fashion whether the protection be that afforded the employees under Abandonment Cases or protection afforded pursuant to cases involving merger, purchase, sale and the like.

R. Jackson
General Counsel

RJ:emj

November 29, 1954

Mr. E. Sinsley, President
Clement and Concord Railway
150 Convent St., Boston, Mass.

Dear Sir:

Herewith in duplicate schedule of charges covering work to be performed by the Boston and Maine Railroad for the benefit of the Clement and Concord Railway and for your use of B&M facilities effective December 17, 1954.

The charges are based on a very conservative estimate of time involved in each operation at current rates of pay plus the necessary overheads borne by this Company.

It should be understood that these charges are subject to adjustment from time to time as may be necessary due to changes in rates of compensation, nature of services performed, or other cause.

	Cost Per Day
<u>Handle Trailer Car at Concord Station</u>	
Switching Crew Labor 1/2 hr. \$4.17	
plus 4% Vacation, 6-3/4% Br. MHI, 10% Supervision	\$5.04
<u>Roll Handling both Stations</u>	
1 hr. at \$1.70, plus overheads, (incl. 2% c. Holidays)	2.08
<u>Tending Fire-Motor Car at Engine House</u>	
Flat Charge of \$2.00	2.00
<u>Tending Fire-Trailer at Concord Station</u>	
Flat Charge	2.00
<u>Turning Motor Car and housing</u>	
1/4 Hour at \$1.90 plus overheads	.58
Total Labor	11.70
Use of Switch Engine, 1/2 hr. \$3.00	1.50
Total Daily Cost of Services Performed	13.20
Use of Engineer and Engine house Facilities	.50
Total Cost per Day During Heating Season	\$13.70

Total Cost Per day During Non-Heating Season

\$9.70

If you agree to accept the charges set forth please return to me one signed copy of this letter which shall be considered as a supplement to the proposed agreement covering joint operation and use of facilities at Concord and Claremont Junction, N.H.

Very truly yours,

15-11

Vice President-Operations

For the Claremont and Concord Railway

(sgd)

President

Boston, Mass., November 24, 1954

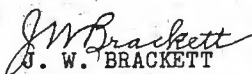
Mr. R. Jackson:

You have been given a copy of Mr. Phillips' letter of November 19, 1954 to me in connection with the approval of the Interstate Commerce Commission on the petition of the Claremont and Concord Railway Company to purchase and operate the Claremont and Henniker Branches of the Boston and Maine Railroad

As outlined in Mr. Phillips' letter, it is proposed to discontinue all six track sections, involving our section crews, as of close of work on Thursday, December 16, 1954.

Also, there is the Order of the Commission imposing the conditions prescribed in Chicago and Northwestern Railway Company merger case 261 ICC 672 and question is asked as to what, if any, action the Engineering Department should take to carry out the said provision.

May I have a statement from you in order to give Mr. Phillips the information requested?


J. W. BRACKETT
Chief of Personnel

Mr. Jackson

FRS-12m

BOSTON, November 19, 1954

Mr. Brackett:

Under date of November 8, 1954, the Interstate Commerce Commission approved the petition of the Claremont and Concord Railway Company to purchase and operate the Claremont Br. and Henniker Br. of the Boston and Maine Railroad.

It is now planned that they will take over at 12.01 A.M. on Friday, Dec. 17, 1954. Our forces will be withdrawn at close of work on Thursday, Dec. 16, 1954.

There are six track sections involved in the portion of track sold, as follows:

Handwritten initials

Section 232	-	Headquarters	Garrison
" 233	-	"	Contoocook
" 234	-	"	Warner
" 235	-	"	Bradford
" 236	-	"	Newport
" 238	-	"	Claremont

We propose to discontinue all six track sections. The portion of Section 232 from end of section at Concord to about Mile Post C 3, end of sale, will be added to Sec. 201, Concord, N.H.

The present crew strength of each section is a foreman and one trackman. No change in crew strength of Section 201 is contemplated.

Will you please handle as necessary with Mr. Cameron of the M. of W. Brotherhood and advise him of our intention to make these section changes as of close of work Dec. 16, 1954.


The Order of the Commission prescribes that the conditions for the protection of the employees as outlined in Chicago and N.W. Ry. Co. Merger, 261ICC672 are to be imposed. Will you please advise what, if any action, the Engineering Dept. should take to carry this out?

- 2 -

Mr. Brackett

Nov. 19, 1954

I would appreciate advice as to the results
of your conference with Mr. Cameron.



S. G. Phillips
Chief Engineer

cc Mr. Jackson
cc Mr. Higgins

November 18, 1954
File 2

Mr. E. M. Benson, General Manager
Railway Express Agency
Room 367
South Station, Boston, Mass.

Dear Mr. Benson:

The Claremont and Concord Railway Company has purchased our Claremont Branch between Concord, N.H. and Claremont Jct., N.H. including the Branch from Contoocook to Henniker. Interstate Commerce Commission authority having been received, the transfer will become effective at 12:01am December 17, 1954.

It is understood that your people have been in touch with Mr. Pinsley of the Claremont and Concord Railway Company to arrange for transaction of express business when the line is taken over by him.

Yours very truly,

S. B. Hitchings
General Passenger Agent

SBH:jdj

cc: Mr. R. B. Ferris, Supt.
Railway Express Agency, Room 403, North Station, Boston

✓ Mr. R. Jackson - Presume that you will determine if further notification is required under terms of the contract between this company and the Railway Express Agency.

Mr. J. W. FitzGibbon

Boston, Mass.,
November 16, 1954

- Mr. G. F. Olacy
- Mr. F. W. Rourke
- Mr. P. J. Mullaney
- Mr. S. G. Phillips
- Mr. R. M. Edgar

RJ

At the suggestion of Mr. Mullaney I am calling a meeting in my office on Thursday, November 18, 1954, at 10:00 A.M., to discuss the mechanical problems involved in the taking over of the Claremont Branch by Mr. Finsley and his associates. If the above date is not convenient for you or an appropriate representative of your Department, would you be good enough to let my secretary know at your earliest convenience.

Would Mr. Olacy be good enough to ask Mr. Finsley to attend said meeting with such members of his staff as he thinks necessary.

R. Jackson
General Counsel

RJ:emj

RECEIVED

NOV 12 1954

EZRA BRAINERD, JR
WASHINGTON, D.C.

WALTER H. BARRETT
JAMES E. MILANO
CHARLES E. HOLLY
GEORGE W. McLAUGHLIN
ROBERT G. BLEAKNEY, JR.
EUGENE J. RATTO
ATTORNEYS



LAW DEPARTMENT
NORTH STATION
BOSTON 14, MASS.

RICHARD JACKSON
GENERAL COUNSEL
NEAL HOLLAND
GENERAL ATTORNEY

November 10, 1954

Ezra Brainerd, Jr., Esq.
210 Shoreham Building
Washington, D. C.

Dear Sir:

Will you kindly send us two (2) copies of
the decision of the Interstate Commerce Commission
in the Sale of the ^{of Concord R.R. vs} Claremont Branch to Samuel Pinsley.

Yours very truly,

R. Jackson
R. Jackson
General Counsel

*Docket
no
18622*

Nov 8th 54

Two copies attached.

E.B. Jr.

11/13/54

*Rec'd
11/13*

1-17 1-9

November 10, 1954

RJ

Ezra Brainerd, Jr., Esq.
210 Shoreham Building
Washington, D. C.

Dear Sir:

Will you kindly send us two (2) copies of
the decision of the Interstate Commerce Commission
in the Sale of the Claremont Branch to Samuel Pinsley.

Yours very truly,

R. Jackson
General Counsel

11 October 1954

Mr. A. M. Lyon
Executive Secretary
Railway Labor Executives' Assn.,
10 Independence Ave., S.W.
Washington 24, D. C.

Dear Sir:

Copy of Mr. Boyden's letter of October 8 to you concerning your inquiries in connection with Finance Dockets 1862-23-24, has come to our attention.

The purpose of this letter is to assure you that we expect the I.C.C. to impose the conditions prescribed in CNW Ry. Co. Merger, 261 ICC 672, if they grant authority to the Claremont and Concord Railroad Company to purchase our line between Concord and Claremont Junction, New Hampshire, and we expect to abide by such conditions.

Yours very truly,

H. E. BIXLER
Assistant to the President

CC: Mr. R. T. Boyden

BC: Mr. S. M. Pinsky

BB: Mr. R. Jackson) Confirming conversation with
Mr. F. W. Rourke) Messrs. Jackson and Ahearn,
October 11th.

20 September 1954

SEP 21 1954

Mr. R. T. Boyden
Director
Bureau of Finance
Interstate Commerce Commission
Washington 25, D. C.

Dear Mr. Boyden:

Your inquiry of Mr. S. W. Pinsky as to the basis upon which the purchase price of the Claremont Branch was arrived at as fair and equitable has been referred to us.

The proposed purchase price of \$25,000 for the Claremont Branch is, of course, a purely nominal figure based on the fact that no more could be obtained and heavily influenced by the fact that the purchase price was actually a very small part of the economic considerations at hand.

The facts indicated that the branch could be evaluated in a number of different ways:

1. The continued operation of the branch showed no promise of developing anything except a deficit indicating that, on that basis, the branch had a negative value;
2. The branch has a calculable scrap value greatly in excess of \$25,000 but, in

the first place, this value is meaningless unless the branch could be abandoned, and it is assumed that abandonment would not be permitted; in the second place, this value represented a single benefit beyond which no income would be received;

3. Assuming the most liberal possible attitude of regulatory bodies, it was calculated that abandonment of a portion of the branch, including the cessation of all of the passenger service, would result in two values which were calculated:

- (1) An immediate, non-recurring scrap and tax benefit from abandonment;

- (2) A continuing income which could be calculated by subtracting from the gross system revenue to be preserved the estimated expenses of operating the portion of the line which remained.

4. The sale of the branch to a short line was calculated to produce a non-recurring income tax benefit by virtue of the difference between the original cost of the line and the purchase price one, in addition, a continuing annual sum calculated by subtracting from the system revenue the amount of the revenue divisions to be paid to the short line.

Obviously only Nos. 3 and 4 have any attraction from a commercial as well as a social standpoint, and

20 September 1954

No. 4 appeared clearly to exceed No. 3 in the possible financial results. The sale price under these circumstances becomes of very small importance unless competitive bidding is established and only one possible purchaser has appeared. There were various complicating issues in the matter, not the least of which was the fact that the Clarendon Street Railway was in very bad condition and the industries of Clarendon had asked us to assume its operation, an act which we are loath to do because we cannot foresee successful operation under the conditions imposed on Class I railroads. The proposed purchase, on the other hand, appeared to offer a happy solution of this difficulty for the industries of Clarendon as well as for ourselves.

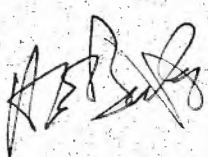
All things considered, it appears clear that the public and ourselves are much better served by the purchase of the line by an outsider--even at the nominal price which was the only price which we could get--than by any other of the existing alternatives.

Sincerely yours,

H. E. BIXLER
Assistant to the President

CC: Mr. S. M. Pinsky

Mr. G. F. Clacy
→ R. Jackson
P. J. Mullaney
S. G. Phillips
R. M. Edgar



F-14-1

Boston, Mass.
September 14, 1954

Mr. G. F. Glacy:

Re: Sale of Claremont Branch

Reference is made to Question 10 in a letter from the I.C.C., Bureau of Finance, to Mr. Samuel Pinsley dated Sept. 9. The following is suggested as a possible answer to said Question 10, framed in the light of facts developed at a conference, held on September 13, in my office at which you and Messrs. Pinsley, Archibald, Edgar and Heard were present:

"You have inquired as to the basis upon which the purchase price of the Concord-Claremont Branch was arrived at as fair and equitable. The answer to this question must be grounded on the recent history of the economic situation of the Branch line as a whole. Briefly stated, the facts are these.

B&M's most recent analyses of traffic and costs for operation of freight and passenger service on the Claremont Branch results in annual revenues of approximately \$26,000 for passenger service and \$18,000 for gross system revenues in freight service. Of the latter amount, approximately \$380,000 of system revenues are derived from traffic originating or terminating between Claremont and Claremont Junction, of which approximately one half is attributable to traffic originating or terminating on the line of the Claremont Street Railway.

The expense of operating the Claremont Branch between Concord and Claremont totals approximately \$133,000. This - the crucial expense figure from B&M's point of view - is to be compared with the revenue which it derives from the line between Concord and Claremont as aforesaid, which may be stated as \$26,000 for passenger and about \$86,000 for freight service. Obviously the existence of the entire line between Concord and Claremont Junction depends upon the economic health of the line between Claremont and Claremont Junction inasmuch as the rest of the line operates in the red even on a direct out-of-pocket cost basis. Recently B&M was informed that the Claremont Street Railway, now owned by industries operating in Claremont, was at the point of disintegration and there was a very real threat that the Railway would be abandoned and the traffic originating and terminating on that railway would be diverted to trucks. Indeed, it was suggested, if not strongly hinted to the B&M, that drastic steps had to be taken else industries

September 14, 1954

from Claremont would have to leave that City; and thus the economic health of Claremont itself and possibly communities on the line tributary thereto was seriously threatened. The B&M was approached by the industries of Claremont who asked that the B&M assume the operation of the Claremont Street Railway; but B&M felt that its high wage levels and working rules made an economic operation of that property impossible. B&M representatives asked my views on the matter, and after preliminary studies, I reached the conclusion that I could undertake the operation of the Claremont Street Railway if, and only if, it were possible for me to make a total railway operation covering not only the Claremont Street Railway property but the Claremont Branch as well - particularly that part of the line between Claremont and Claremont Junction. I felt that my operations would make it feasible and economically sound for me to operate the rest of the Branch, for whatever might be B&M's cost picture, the additional costs of operating the entire Branch would be more than offset by the probable revenues therefrom. In the light of the very real threat to the B&M's and the community's economic interests if the traffic originating at Claremont on the territory of the Claremont Street Railway should be discontinued, B&M appeared to consider that it was in its interest and in the interest of the territory to have me operate the property as a short line railroad. The exact purchase price is not computable in terms of assessed values, salvage values, capitalized earnings or the like. It is in a sense arbitrary; but represents the interplay of various intangible economic values involved in weighing B&M's potential, if not almost certain, losses in continued operation of the property against the risks and potential benefits to be derived by me in my taking over this property and the Claremont Street Railway property also."

R. Jackson
General Counsel

Copy to:

Mr. C. F. Heard
Mr. H. C. Archibald
Mr. R. M. Edgar


RJ:saj

F-14-1

Boston, Mass., September 14, 1954

File
Mr. Glacy:

I am attaching statement of answer to
Question 5 in letter from the Interstate Commerce
Commission to Mr. Pinsky concerning the acquisition
of the Claremont Branch as suggested at conference
yesterday.


S. G. Phillips
Chief Engineer

Enc.

CC Mr. Jackson
Mr. Edgar
Mr. Heard


S. G. P.

CLAREMONT BRANCH

ANSWER TO QUESTION NO. 5

The physical condition of the Branch is good to fair. It has been maintained in suitable and safe condition for the speed permitted, which is 35 miles per hour for passenger trains and 30 miles per hour for freight trains.

The segment of line from Concord to Bradford was built in 1850; from Bradford to Claremont Jct. in 1872; from Contoocook to Emerson in 1849. These lines were operated by the Boston and Maine Railroad as leased lines up to Dec. 29, 1945 at which time they were acquired by the Boston and Maine Railroad.

The maximum grade westbound on the line between Concord and Claremont Jct. is 1.85%, and eastbound the maximum grade is 1.51%.

On the line between Contoocook and Emerson the maximum grade westbound is 1.40% and eastbound is 0.87%.

The rail in the main track is 60% of 75# per yard section, the balance being 37% of 85 lb., and 3% of 100 lb. section.

Its condition is good, and considering the amount of traffic over it, should last for quite a few years. The greater part of the line is tie-plated.

The ties in the track are practically 100% creosoted treated, in good condition. The road is ballasted with gravel and cinders, and well drained.

There are a comparatively large number of bridges on this line which have been and are in good average condition as to maintenance, the stations and freight houses are in average condition also.

Boston, ^{Mass.}
Sept. 14, 1954

F-14-1-1

Boston, Mass.,
August 17, 1954

Mr. S. G. Phillips:

With reference to your letter of August 16, 1954, relative to the proposed sale of the Claremont Branch to Mr. Pinsley:

Thank you very much for this information. I have no need for this data at the moment but expect I'll have to call on you soon.

R. Jackson
General Counsel

RJ:emj

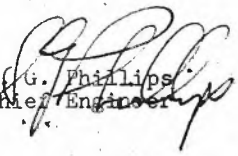
Boston, Massachusetts
August 16, 1954

Mr. Jackson:

In connection with the proposed sale of the
Claremont Branch to Mr. Pinsley.

I am holding in my file complete information
relative to the men of this department working on
this branch who will be affected by the sale and
under which I presume the terms of the Washington
Agreement of 1936 will apply.

I think you will appreciate that this infor-
mation is liable to change from time to time and
in fact will not be accurate except on the date that
the actual transfer is made at which time I can sub-
mit the entire information to you. If there are
reasons that you should have this information now,
I am in a position to supply.


S. G. Phillips
Chief Engineer

Mr. J
Thanks very much. No need at
moment but I expect I'll
have to call on you soon.


8/17/54

SA

August 9, 1954

Emmet McCaffery, Esq.
Dorr and Hand
61 Broadway
New York 6, New York

Dear Mr. McCaffery:

 This will acknowledge receipt of and thank you for copy of the Section 5 (2) application relative to the purchase by Claremont and Concord Railway Company of the Boston and Maine Railroad's Concord-Claremont Line as filed with the Interstate Commerce Commission and assigned Finance Docket No. 18622.

Yours very truly,

R. Jackson
General Counsel

J

DORR AND HAND

(FORMERLY DORR, HAND & DAWSON)

61 BROADWAY

NEW YORK 6, N.Y.

WASHINGTON, D.C.
SOUTHERN BUILDING

GOLDTHWAITE, H. DORR
CHAUNCEY H. HAND
PAUL SMITH
F. P. HAMMOND, JR.
JOHN K. WATSON
GEORGE W. WHITTAKER
CHARLES D. PEET
RUSH TAGGART
G. CLARK CUMMINGS
WILLIAM C. BLIND

CHARLES A. MARSHALL
* ON LEAVE IN GOVERNMENT SERVICE

August 6, 1954

Mr. R. Jackson
General Counsel,
Boston and Maine Railroad
North Station
Boston, Massachusetts

Dear Mr. Jackson:

I take pleasure in enclosing a copy of the Section 5 (2) application in connection with the purchase by Claremont and Concord Railway Company, a corporation to be controlled by Mr. Samuel L. Pinsky, of your Concord-Claremont line. The application was filed with the Interstate Commerce Commission today, and has been assigned Finance Docket No. 18622.

Sincerely yours,

Emmet M. Caffery

Enclosure

*Miss J -
Please acknowledge with thanks
- 8/9/54
[Signature]*

Boston, Mass.,
July 6, 1954

Miss L. E. Boyden:

Re: Claremont Branch Sale

Attached hereto find Railroad's original copy of agreement between the Railroad and Samuel M. Pinsley covering the sale of the Claremont Branch. This for your files.

R. Jackson
General Counsel

CC: Mr. Bixler: Herewith copy of the above agreement to be forwarded to Mr. Pinsley; this for your handling.

Enc.

R.J.

RJ:enj

Scale of
Claremont Branch

Boston, June 16, 1954

Mr. G.F. Glacy:

I have been requested to prepare such figures in connection with freight revenue as will be necessary to present to the Interstate Commerce Commission involving the proposed sale of the Claremont Branch. It is the opinion of Mr. Jackson that this will not necessitate going back three years as is necessary in cases involving complete abandonment, but it will be necessary to have figures which are representative and we feel that we should cover the entire year 1953 and the first six months of 1954.

This will necessitate a complete revenue audit of the carload freight moving to or from the following stations during this period, keeping the 1953 figures separate from the first six months of 1954:

- | | |
|-----------|----------------|
| Claremont | Warner |
| Newport | Emerson |
| Sunapee | Henniker |
| Newbury | West Hopkinton |
| Bradford | Gentoocook |

The figures should be prepared in the same manner as was done when we sold the Rochester-Westbrook line and also when we worked up figures for the Plymouth-Blackmont abandonment, and I believe it would be well if you had whoever is to prepare the figures talk with me before the work is started.

In the case of LCL we did not work up detail figures when the Rochester-Westbrook line was sold but we believe in view of the fact that the LCL involved here is considerable that we should make a detail check of the LCL moving to and from all of these stations for one month to arrive at an estimated LCL revenue per ton, and we suggest that March 1954 be used.

Your people have already furnished us with the detail of the carload traffic for October 1953 and I can furnish them with the detail of this traffic to combine with the other 11 months of that year.

CC-Mr. Jackson

C. F. Heard

*9 of authority
provides both from
reaching Hillsboro
Bixler will take over
Hillsboro branch from
Oliver and (see B-12)
J.B.*

Boston, Massachusetts
June 16, 1954

Mr. Jackson:

Mr. Bixler has requested that we furnish you information as to the points to which the proposed sale of Claremont Branch would extend.

After conference with the Operating Department, it is our understanding that the situation would be as follows:

At Concord, the point of sale would be Station 147+0, about 621 ft. east of M.P.C-3. This point is almost opposite the west end of the trestle on the Spur Track in the Swenson Quarry.

It is our understanding that the Claremont Railroad would be given trackage rights to enter Concord yard for interchange, for access to the Concord Passenger Station, into the Concord Engine House.

At Claremont Jct., on the south leg of the wye, point of sale would be at Station 2989+50, about 10 ft. south of Maple Avenue Crossing. On the north leg of the wye, the point of sale would be Station 2989+0, about 50 ft. north of River Road Crossing.

It is our understanding that interchange would take place on the tracks now used by the Claremont Jct. local freight to interchange cars with the through freights on the Connecticut River Line.

The Boston and Maine Railroad would retain trackage rights to turn plows, wreckers, or other equipment in emergencies, on the wye.

In both locations, it would be necessary for the crews of the Claremont Railroad to be qualified under our rules.

cc Mr. Bixler
Mr. Rourke
Mr. Spofford

S. G. Phillips
Chief Engineer

Valuation was set up by act of Congress in 1916 & adjusted over the years by betterments and additions.

based on original ~~cost~~ cost - not even the then value. These lines were built during the period of extreme competition back around 1860 something. It is just as erroneous to take that value of that line which has depreciated as it would be to take one of our lines such as Boston-Portland, or Boston-Mechanicville which has appreciated.

Boston, Mass., Dec. 30, 1954

Mr. Pinsky:

Attached please find copy of vote in connection with the Agreement between the Boston and Maine Railroad and Claremont and Concord Railway Company for your files.

James E. Milano
Attorney

JEM:mas

Encl.

#57358
J. P. ... etc

Boston, Mass., Dec. 30, 1954

Miss Boyden:

Attached is vote in connection with the Agreement dated December 10, 1954, between Boston and Maine Railroad and the Claremont and Concord Railway Company for attachment to the original agreement.

James E. Milano
Attorney

JEM:mmc
Encl.

Boston, Mass., Dec. 27, 1954

Mr. Burns:

Attached are four copies of a ratifying vote in connection with the agreement of Boston and Maine Railroad and Claremont and Concord Railway Company which was executed on December 10, 1954, a copy of which agreement is also attached.

Please return three executed copies of the vote and copy of the agreement.

James E. Milano
Attorney

JEM:mmc

Encl.

At a meeting of the Board of Directors of BOSTON AND MAINE RAILROAD, duly called, notified and held on December 28, 1954, a quorum being present, the following action was taken:

"VOTED: to ratify, adopt and confirm as and for the act of Boston and Maine Railroad the action of T. G. Sughrue, the President, in executing, sealing and delivering an agreement dated December 10, 1954, between this corporation and Claremont and Concord Railway Company covering among other things the joint use of certain tracks to reach the passenger station, freight yard, engine house, and for the interchange of freight cars and certain facilities for loading and unloading passenger baggage and mail, which tracks are those shown in red on plans identified in said agreement as $\frac{V21}{34}$, $\frac{V21}{35}$, $\frac{V33.1}{2}$, $\frac{V33.1}{3}$, and $\frac{V47}{18}$."

Attest:

Wm. J. Burns
Clerk

At a meeting of the Board of Directors of BOSTON AND MAINE RAILROAD, duly called, notified and held on December 28, 1954, a quorum being present, the following action was taken:

"VOTED: to ratify, adopt and confirm as and for the act of Boston and Maine Railroad the action of T. G. Sughrue, the President, in executing, sealing and delivering an agreement dated December 10, 1954, between this corporation and Claremont and Concord Railway Company covering among other things the joint use of certain tracks to reach the passenger station, freight yard, engine house, and for the interchange of freight cars and certain facilities for loading and unloading passenger baggage and mail, which tracks are those shown in red on plans identified in said agreement as $\frac{V21}{34}$, $\frac{V21}{35}$, $\frac{V33.1}{2}$, $\frac{V33.1}{3}$, and $\frac{V47.}{18}$."

Attest:

Wm. P. Burns
Clerk

At a meeting of the Board of Directors of BOSTON AND MAINE RAILROAD, duly called, notified and held on December 28, 1954, a quorum being present, the following action was taken:

"VOTED: to ratify, adopt and confirm as and for the act of Boston and Maine Railroad the action of T. G. Sughrue, the President, in executing, sealing and delivering an agreement dated December 10, 1954, between this corporation and Claremont and Concord Railway Company covering among other things the joint use of certain tracks to reach the passenger station, freight yard, engine house, and for the interchange of freight cars and certain facilities for loading and unloading passenger baggage and mail, which tracks are those shown in red on plans identified in said agreement as $\frac{V21}{34}$, $\frac{V21}{35}$, $\frac{V33.1}{2}$, $\frac{V33.1}{3}$, and $\frac{V47}{18}$."

Attest:

Clerk

F-14-1



RICHARD JACKSON
GENERAL COUNSEL

NEAL HOLLAND
GENERAL ATTORNEY

LAW DEPARTMENT
NORTH STATION
BOSTON 14, MASS.

WALTER H. BARRETT
JAMES E. MILANO
CHARLES E. HOLLY
GEORGE W. McLAUGHLIN
ROBERT G. BLEAKNEY, JR.
EUGENE J. RATTO
ATTORNEYS

December 6, 1954

Mr. George W. Laird, Secretary
Interstate Commerce Commission
Washington, 25, D. C.

Dear Sir:

Will you kindly forward two copies of the
Report of the Commission in Finance Docket 18622¹
Claremont and Concord Railway Company et al. Purchase,
etc., decided November 8, 1954.

Yours very truly,

Neal Holland
Neal Holland
General Attorney

WPH

INTERSTATE COMMERCE COMMISSION
The following copies of the report
are being furnished.

G. W. LAIRD
Secretary

NH:emj

INTERSTATE
COMMERCE COMMISSION
DEC 8 - 1954
SECTION OF
P. MAILS AND FILES

This report will not be printed in full in the permanent series of Interstate Commerce Commission reports.

INTERSTATE COMMERCE COMMISSION

Finance Docket No. 18622¹

CLAREMONT & CONCORD RAILWAY COMPANY ET AL. PURCHASE,
ETC.

Submitted October 20, 1954.

Decided November 8, 1954

1. Certificate issued authorizing operation under trackage rights by the Claremont & Concord Railway Company over lines of railroad owned by the Claremont Railway Company, in Sullivan County, N.H.
2. Purchase and operation by the Claremont & Concord Railway Company of certain railroad property owned by the Boston & Maine Railroad in Merrimack and Sullivan Counties, N. H., and acquisition by S. M. Pinsky of control of the Claremont & Concord Railway Company through ownership of capital stock, approved and authorized. Conditions prescribed.
3. Authority granted to the Claremont & Concord Railway Company to issue not exceeding \$50,000 of common stock, consisting of 500 shares of the par value of \$100 each, to be sold at par to S. M. Pinsky and the proceeds to be used to purchase certain railroad properties from the Boston & Maine Railroad, and for organization expenses, working capital, and additions and betterments.

Charles D. Peet and Emmet McCaffery for applicants.

A. E. Lyon for Railway Labor Executives' Association.

REPORT OF THE COMMISSION

DIVISION 4, COMMISSIONERS MAHAFFIE, JOHNSON, AND CROSS

BY DIVISION 4:

The matters herein involve (1) the application of the Claremont and Concord Railway Company, hereinafter called the Claremont & Concord, under section 1(18) of the Interstate Commerce Act, as amended, filed August 6, 1954, in Finance Docket No. 18624, for authority to operate under trackage rights over lines of railroad of the Claremont Railway Company, hereinafter called the Claremont Railway, which extend northerly from a connection with the proposed line of the Claremont & Concord at Claremont, through Claremont Center, to West Claremont, together with two short additional lines of that company at or near Claremont

^{1/} This report also embraces Finance Docket No. 18623, Claremont & Concord Railway Company Stock, and Finance Docket No. 18624, Claremont & Concord Railway Company Trackage Rights.

Center, such lines consisting of 2.62 miles of first main track and 1.28 miles of second main track, in Sullivan County, N. H.; (2) the joint application of the Claremont & Concord and S. M. Pinsly, an individual, under section 5(2) of the act, filed the same day in Finance Docket No. 18622, in which (a) the Claremont & Concord seeks authority to purchase a line of railroad, owned by the Boston & Maine Railroad and known as the Claremont Branch, which extends in a general westerly direction from a connection with the Boston-Wells River main line of the Boston & Maine at or near its freight yard in Concord, through Contoocook and Claremont, to a connection with the Springfield-Wells River main line of that carrier at or near its freight yard in Claremont Junction, including a branch line extending southwesterly from a connection with the Claremont branch at Contoocook, to Henniker, together having a total length of 63.544 miles, all in Merrimack and Sullivan Counties, N. H.; (b) S. M. Pinsly seeks authority to acquire control of the Claremont & Concord through ownership of its entire capital stock; and (3) the application of the Claremont & Concord under section 20a of the act, filed on August 6, 1954, in Finance Docket No. 18623, for authority to issue \$50,000 of capital stock, consisting of 500 shares of the par value of \$100 each. No representations have been made by State authorities. The Railway Labor Executives' Association filed a protest against the granting of the applications, contending that approval thereof would have an adverse effect upon carrier employees. Subsequently, we were informed by the protestant that there is a possibility of two employees being adversely affected by reason of the proposed transactions. However, the protestant stated, in effect, that its objection to the granting of the applications would be satisfied if we imposed the same conditions for the protection of the employees in question as those set forth in Chicago & N. W. Ry. Co. Merger, 261 I.C.C. 672. Our order herein authorizing the proposed purchase and operation will be made subject to such conditions for the protection of employees who may be adversely affected thereby. All points mentioned herein are in the State of New Hampshire unless otherwise designated. In our opinion a public hearing on the application filed herein under section 5(2) of the act is not required in the public interest inasmuch as the Claremont & Concord intends to provide better service on the Claremont & Concord branch than the service now afforded thereover by the Boston & Maine.

The railroad corporations now controlled through capital stock ownership by Pinsly, are as follows: (1) Hoosac Tunnel & Wilmington Railroad Company, which owns and operates approximately 11 miles of railroad in the States of Massachusetts and Vermont; (2) Saratoga & Schuylerville Railroad Corporation, which owns and operates approximately 25 miles of railroad in the State of New York, Finance Docket No. 14967, Saratoga & S. R. Corp. Purchase, decided December 29, 1945, 261 I.C.C. 818; and (3) Sanford Terminal Railroad Corporation, which owns and operates approximately 47 miles of railroad in the states of New Hampshire and Maine, Finance Docket No. 16401, Sanford Term. R. Corp. Purchase, decided March 14, 1949, 271 I.C.C. 818; Finance Docket No. 16535 Sanford & Eastern R. Corp. Purchase, 271 I.C.C. 819. The Sanford & Eastern Railroad Corporation originally was incorporated as the Sanford Terminal Railroad Corporation, but the corporate title subsequently was

changed by amendment to its certificate of incorporation. Among other positions held by Pinsly, he is the president and a director of each of the carriers above mentioned. It is shown that the carriers controlled by Pinsly have afforded efficient service to the public under his management and direction.

As previously indicated, Pinsly now desires to take over the Claremont Branch from the Boston & Maine, pursuant to the provisions of a written agreement made by and between the parties under date of June 29, 1954. By the terms of this agreement, briefly stated, the Boston & Maine agrees to sell, and Pinsly agrees to purchase, the branch, including all franchise rights and certain tools and equipment, free of all encumbrances, for a consideration of \$25,000 cash. The equipment includes a rail motorcar and trailer. The purchaser would acquire certain rights in connection with the operation of specified switching tracks of the Boston & Maine and the use of its enginehouse in Concord. The agreement is made subject to our approval and is assignable to a new railroad company incorporated at the instance of Pinsly. A copy thereof is filed of record in Finance Docket No. 18622. Discussion of the other terms and conditions of the agreement is deemed unnecessary for the purposes of this report.

The applicants allege that the purchase price is fair and equitable, having been arrived at during the course of arms-length negotiations. In this connection, the Boston & Maine has advised us to the effect that it cannot operate the branch at a profit and that it is willing to accept \$25,000 for it, which is much less than its net salvage value, in order that it may be continued in operation by the Claremont & Concord, under the direction of Pinsly, as a feeder line to the Boston & Maine system.

The Claremont & Concord was incorporated under the laws of the State of Delaware on July 12, 1954, primarily for the purpose of acquiring and operating the property in question, hereinafter sometimes referred to as the branch. Thereupon Pinsly assigned the above-mentioned agreement to the Claremont & Concord and the latter accepted it. The charter of the Claremont & Concord authorizes the issue of capital stock in the amount of \$250,000, consisting of 2,500 shares of the par value of \$100 each, but the authority herein sought is for an issue of only \$50,000, all of which is to be acquired by Pinsly at par for a cash consideration of the same amount. Of the proceeds from the stock, \$25,000 will be applied to the purchase of the branch and the remainder will be used for working capital, organization expenses, and additions and betterments. The applicants at this time are unable to estimate the approximate amounts that would be applied to each of the last-mentioned items.

The constructed balance sheet of the Claremont & Concord, giving effect to the proposed transactions, is shown as follows: Assets - investment in road and equipment, \$25,000; cash, \$25,000; liabilities - common stock, \$50,000.

The Boston & Maine has advised the applicants that the cost of reproduction new of the branch, as of June 30, 1914, plus the net cost of additions and betterments from that date to December 31, 1953, was \$2,520,557.

The branch has been operated as a component part of the Boston & Maine system for many years. The stations thereon, from east to west and the population of the communities in which they are located, are shown as follows: Contoocook, 602; West Hopkinson, 100; Henniker, 737; Emerson, 200; Warner, 750; Melvin, 40; Bradford, 350; Newbury, 150; Mt. Sunapee, 65; Sunapee, 746; Newport, 5,131; Northville, 80; Kellyville, 125; and Claremont, near the westerly terminus, 12,811. Concord, the easterly terminus, has about 28,000 inhabitants. Without specifying the communities in which they are located, the applicants have given the names of 28 industries which are said to be the largest shippers on the branch.

The physical condition of the branch is stated to be "good to fair". It has been maintained in safe operating condition for a speed of 30 and 35 miles an hour for freight and passenger trains, respectively. Most of the track is laid with 75- and 85-pound rail which is in good condition for the service required of it. Practically all the ties have been treated with creosote and are plated. The roadbed is ballasted with gravel and cinders, and well drained. The maximum grade is 1.35 percent westbound, and 1.51 percent eastbound. The bridges, stations, and freight houses are shown to be in average condition as to maintenance.

The service now afforded on the branch by the Boston & Maine consists of freight, passenger, mail, express, and switching. One freight train is operated in each direction daily on the westerly portion of the branch between Claremont Junction and Newport. Another freight train is operated triweekly on the easterly portion of the branch between Concord and Bradford, including side trips from Contoocook to Henniker. Freight service on the central portion of the branch between Bradford and Newport is afforded only as the needs of the shippers require. A train carrying passengers, mail, and express is operated in each direction daily between Concord and Claremont Junction by means of a gasoline-electric motorcar and trailer. The Claremont & Concord proposes to continue the passenger service in practically the same manner as that now afforded on the branch by the Boston & Maine. As to freight service, the applicants contemplate the operation of a freight train daily in each direction from the connection with the main line of the Boston & Maine at Claremont Junction, through Contoocook, to Henniker, with freight service on the portion of the branch between Contoocook and Concord only when required for the interchange of cars with the Boston & Maine at Concord. There are no industries on that portion of the branch. Claremont & Concord has one diesel-electric locomotive weighing 45 tons and another weighing 70 tons, both of which will be used on the branch in freight service.

The nature of the traffic that would contribute to the chief support of the branch is shown to be coal, grain, lumber, petroleum products, iron and steel and related articles, paper, pulp, and building material. All freight traffic on the branch is interchanged with the Boston & Maine. None is handled locally or in bridge movement. The total volume of freight traffic interchanged with the Boston & Maine was 3,499 carloads in 1953. The points of origin of the inbound traffic and the points of destination of the outbound traffic handled on the branch are widely distributed throughout the United States, principally east of the Mississippi River. Occasional shipments are made to and from points in the Western States and Canada.

Based upon the volume of traffic handled in 1953, above stated, plus an estimated increase of about 10 percent which is expected to be regained from the motortrucks as a result of proposed rail-rate adjustments, the applicants estimate that they will handle 3,849 carloads during each of the first 2 years of operation. The volume of passenger traffic is not estimated.

The financial results of operation of the branch during each of the first 2 years are estimated by the applicants as follows: Railway operating revenues - freight \$210,000, demurrage \$1,000, passenger \$10,000, mail \$9,500, express \$9,500, total gross revenues \$240,000; railway operating expenses - maintenance of way and structures \$54,750, maintenance of equipment \$15,000, traffic \$2,250, transportation \$59,250, general \$28,500, total railway operating expenses \$159,750; net revenue from railway operation \$80,250; railway tax accruals \$7,500; hire of freight cars \$5,250; interest \$2,250; and net income, before income taxes, \$65,250.

The foregoing figures do not include any estimates with respect to the results of the proposed operation under trackage rights over the lines of the Claremont Railway, previously mentioned. Pinsky recently acquired control of that company through purchase of its entire capital stock. However, it is not a carrier by railroad subject to the Interstate Commerce Act. It is described as a "private carrier", operated by means of electric motive power purchased from a local power company. It has no through routes or rates in connection with any common carrier by railroad and never has filed any tariffs with this Commission. For many years prior to the time Pinsky acquired control of the Claremont Railway, it was owned by certain industries in the tributary territory which contributed to its chief support. It took care of the switching for such industries and added a so-called surcharge to the freight bills as compensation for some of the operating costs. The main track, traversing a mountainous territory, is laid with 79-pound rail and the maximum grade in each direction is 7 percent, not compensated for curvature. The business of the Claremont Railway has declined in recent years because of increased switching charges and the applicants allege that in all probability its railroad will have to be abandoned if the Claremont & Concord is not authorized to operate it under trackage rights as herein proposed. In order to attract more freight traffic, much of which has been diverted to motor carriers in recent years, the Claremont & Concord is negotiating with the Boston & Maine and other carriers for the establishment of through rates and divisions of revenues on freight

traffic moving between points on the lines in question and other points throughout the United States.

The industries now located in the territory served by the Claremont Railway include 2 paper mills, a plant which manufactures mining and quarrying machinery, a shoe factory, 2 bulk oil stations, and a warehouse for the storage and distribution of general merchandise. The total volume of traffic handled by the Claremont Railway in 1953 was 20,538 tons, consisting chiefly of gasoline, oil, paper, pulp, and steel and iron products. The applicants estimate that the gross freight revenues from the proposed operation under trackage rights will be from \$55,000 to \$60,000 a year, which are included in the total gross revenues anticipated by the Claremont & Concord, previously stated. No estimate is given as to the probable operating expenses, net revenue, or net railway operating income, for the reason that the trackage operation will be conducted jointly with the operation of the branch line to be acquired by the Claremont & Concord from the Boston & Maine. The applicants point out that it would be extremely difficult to separate the operating costs under such circumstances.

The proposed trackage arrangement is to be consummated under an agreement made by and between the Claremont & Concord and the Claremont Railway, filed of record herein. By its terms, briefly stated, the Claremont & Concord is granted the right to use the tracks in question for the purpose indicated. As compensation therefor, the Claremont & Concord agrees to pay \$500 a year in addition to such amounts as shall be required to preserve the corporate existence of the Claremont Railway and other amounts covering taxes and premiums on certain insurance policies. Repairs, renewals, and replacements to the property and appurtenances shall be made by the Claremont & Concord and the latter is to have full control of maintenance and operation. The agreement is to become effective upon our approval and continue for a period of 25 years, but it may be terminated upon 30 days' written notice by either party if the other fails to perform any of its obligations thereunder.

The applicants allege, in effect, that as the result of intensive supervision and greater flexibility of short-line operation, as contemplated under the direction of Pinsky, the railroad of the Claremont & Concord can be operated to better advantage than as a small branch of the Boston & Maine system; that greater efficiency can be attained by combining the operation of the line of the Claremont & Concord with the proposed operation under trackage rights over the tracks of the Claremont Railway; that by more efficient use of labor and materials, and apportionment of expenses, the operating costs can be kept at a minimum with respect to both operations; that the proposed through rates, above mentioned, will give the shippers single-line rates substantially lower than the combination rates now in effect; and that the applicants would thereby regain much of the traffic from the motor carriers.

The transaction herein with respect to the proposed purchase and operation of the property to be acquired from the Boston & Maine does not involve any guaranty or assumption of the payment of dividends or fixed charges. There will be no increase in total fixed charges. No other carrier

has sought to be included in the transaction. Adequate transportation service to the public will not be affected.

Section 5(3) of the act provides that whenever a person which is not a carrier is authorized, by an order under section 5(2), to acquire control of any carrier or carriers, such person thereafter shall, to the extent provided by us in such order, be considered a carrier subject to section 20 (1) to (10), inclusive, relating to reports, accounts, etc., and section 20a(2) to (11), inclusive, relating to securities. In our judgment, it is not necessary or advisable to include in our order provisions subjecting S. M. Pinsky to regulation under any of the provisions mentioned, except to the extent of making such special reports as we may hereafter require pursuant to section 20(1) and (2) of the act. Our order will so provide.

We find that:

(1) The present and future public convenience and necessity require operation under trackage rights by the Claremont and Concord Railway Company over the lines of railroad of the Claremont Railway Company, in Sullivan County, N. H., described herein;

(2) Subject to the conditions referred to above with respect to the protection of employees, and to the condition that S. M. Pinsky make such special reports as we may hereafter require pursuant to section 20(1) and (2) of the act, as amended, (a) the purchase and operation by the Claremont and Concord Railway Company of the railroad property of the Boston & Maine Railroad, described herein, and (b) the acquisition by S. M. Pinsky of control of the Claremont and Concord Railway Company, through ownership of capital stock, as proposed, are transactions within the meaning of section 5(2) of the Interstate Commerce Act, as amended, that the terms and conditions proposed are just and reasonable, and that the transactions will be consistent with the public interest;

(3) The proposed issue by the Claremont and Concord Railway Company of not exceeding \$50,000 of common capital stock, consisting of 500 shares of the par value of \$100 each, as aforesaid, (a) is for lawful objects within its corporate purposes and compatible with the public interest, which are necessary and appropriate for and consistent with the proper performance by it of service to the public as a common carrier, and which will not impair its ability to perform that service, and (b) is reasonably necessary and appropriate for such purposes.

An appropriate certificate and order will be entered, in which suitable provision will be made for the filing of tariffs, submission of journal entries, and compliance with valuation order No. 24.

CERTIFICATE AND ORDER

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 4, held at its office in Washington, D.C., on the 8th day of November A.D. 1954.

Finance Docket No. 18622

CLAREMONT & CONCORD RAILWAY COMPANY ET AL, PURCHASE,
ETC.

Finance Docket No. 18623

CLAREMONT & CONCORD RAILWAY COMPANY STOCK

Finance Docket No. 18624

CLAREMONT & CONCORD RAILWAY COMPANY TRackage RIGHTS

Investigation of the matters and things involved in these proceedings having been made, and said division having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which report is hereby referred to and made a part hereof:

It is hereby certified, That the present and future public convenience and necessity require operation under trackage rights by the Claremont and Concord Railway Company over the lines of railroad of the Claremont Railway Company, in Sullivan County, N. H., described in the report aforesaid.

It is ordered, That, (a) subject to the conditions for the protection of railway employees referred to in the report, the purchase and operation by the Claremont and Concord Railway Company of the railroad property of the Boston & Maine Railroad, described in the report, and (b) subject to the conditions as to special reports prescribed in the aforesaid report, acquisition by S. M. Pinsky of control of the Claremont and Concord Railway Company, through ownership of capital stock, upon the terms and conditions in the report found to be just and reasonable, be, and they are hereby, approved and authorized.

It is further ordered, That the Claremont and Concord Railway Company when filing schedules establishing rates and charges on the lines of railroad herein involved, shall in such schedules refer to this certificate by title, date, and docket numbers.

It is further ordered, That the Claremont and Concord Railway Company be, and it is hereby, authorized to issue not exceeding \$50,000 of common stock, consisting of 500 shares of the par value of \$100 each, to be sold to S. M. Pinsky for cash at par, and the proceeds thereof to be used to purchase the railroad property of the Boston & Maine Railroad, described in the report, and for other corporate purposes set forth therein.

It is further ordered, That, except as herein authorized, said stock shall not be sold, pledged, repledged, or otherwise disposed of by the Claremont and Concord Railway Company, unless or until so ordered or approved by this Commission.

It is further ordered, That the Claremont and Concord Railway Company shall report concerning the matters herein involved in conformity with the order of this Commission, by division 4, dated August 9, 1946, as amended, respecting applications filed under section 20a of the Interstate Commerce Act.

It is further ordered, That nothing herein shall be construed to imply any guaranty or obligation as to the stock of the Claremont and Concord Railway Company, or dividends thereon, on the part of the United States.

It is further ordered, That, if the authorizations herein granted are exercised, the Claremont and Concord Railway Company shall submit for the consideration and approval of this Commission, three copies of the journal entries necessary to record the transactions.

And it is further ordered, That the Claremont and Concord Railway Company shall report to this Commission as required by valuation order No. 24, effective May 15, 1928.

By the Commission, division 4.

GEORGE W. LAIRD,
Secretary.

(SEAL)

Pinkey Sale (Leasement & Consent)

DOCUMENTS COVERING PRIVILEGES ON CLAREMONT BRANCH
V.S. 33.1 STA. 14740 to 2989450

PAGE 1

H-1 CLASSIFICATION (LEASES OF LAND, BUILDINGS, ETC.)

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
47465	John Swenson Granite Company, Inc.	Nov. 22, 1950	Garrison, N. H.	Lease of land	\$12.00 per yr.
36665	Men's Community Club of West Concord, N. H.	Aug. 9, 1939	Garrison, N. H.	Lease of land	----
43777	John F. & Esther M. Kirk	May 1, 1947	Contoocook, N. H.	Lease of land	36.00 per yr.
36976	Mary Shurtleff	May 21, 1940	Contoocook, N. H.	Permission to fill well on R.R. land	----
50174	Contoocook, N. H. (Spencer S. Dodd)	Aug. 18, 1953	Contoocook, N. H.	Notice re use of building for station	----
47235	The Kingsbury and Davis Machine Company, Inc.	Aug. 17, 1950	Contoocook, N. H.	Lease of space in freight house	5.00 per mo.
34926	John E. Bean	Apr. 1, 1938	Dimond, N. H.	Use of land for temporary roadway	----
39638	Florence B. Moshier	Sept. 21, 1942	Melvin, N. H.	Lease of station building (lessee to act as caretaker)	60.00 per yr.
50356	Henry Wood	Nov. 4, 1953	Bradford, N. H.	Lease of station tenement	10.00 per mo.

H-1 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
50070	C. A. Danforth & Co.	July 2, 1953	Bradford, N. H.	Lease of land	\$150.00 per yr. & taxes
36360 & A	Ida N. Gould and Vera G. Simpson	Aug. 1, 1939 June 6, 1952	Bradford, N. H.	Lease of land	96.00 per yr.
44984	Bradford Civic Association	June 19, 1948	Bradford, N. H.	Permission to erect sign board on R.R. property	----
38021 and 38021-A	Thomas and Anamee Remillard	Dec. 3, 1952	Bradford, N. H.	Lease of land	10.00 per mo.
44740	Beatrice S. Pattison	Apr. 1, 1948	Bradford, N. H.	Lease of land	60.00 per yr.
16728	Delbert W. Nelson	Dec. 31, 1921	Bradford, N. H.	Lease of land	42.00 per yr.
49260	Oscar R. Johnson	Aug. 19, 1952	Bradford Sta., N.H.	Lease of land	12.00 per yr.
46682	State of New Hampshire Forestry and Recreation Commission	Jan. 16, 1950	Mt. Sunapee, N. H.	Use of land near State Beach	25.00 per yr.
46816	Lawrence C. Bonner	Mar. 10, 1950	Mt. Sunapee, N. H.	Use of land	25.00 per yr.
42079 & 42079-A	Olin H. Young	July 23, 1947	Edgemont, N. H.	Lease of land	15.00 per yr.
26367 & A & B & 26367-C	Rowell Brothers, Incorporated	July 25, 1952	Newport, N. H.	Lease of land	180.00 per yr.
36566 & A & 36566-B	Rowell Brothers, Inc. (LESSOR)	July 25, 1952	Newport, N. H.	Lease of land	55.00 per yr. PD. BY R.R.

H-1 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
46976	Fairbanks Garage, Incorporated	May 17, 1950	Newport, N. H.	Lease of land	\$ 40.00 per mo.
45484	Rowell Brothers, Inc.	Dec. 8, 1948	Newport, N. H.	Lease of land	25.00 per yr.
43120	John J. Condon	Aug. 29, 1946	Newport, N. H.	Lease of land	6.00 per yr.
32081	Town of Newport, N. H.	May 23, 1935	Newport, N. H.	Use of portion of station grounds	----
25775-118	Railway Express Agency, Incorporated	June 14, 1948	Claremont, N. H.	Lease of express quarters in Psgr. station	764.82 per yr.
43494	Claremont Bottling Company (Louis D. Dion, Propr.)	Jan. 13, 1947	Claremont, N. H.	Lease of land	50.00 per yr. and taxes
50880	Claremont Cleansers and Dyers, Incorporated	May 26, 1954	Claremont, N. H.	Lease of land	60.00 per yr. and taxes
47901	Dion Brothers (Laura M. & Leo A. Dion, co-partners)	Jan. 12, 1951	Claremont, N. H.	Lease of land	60.00 per yr. and taxes
40548	Laura M. Dion	June 25, 1943	Claremont, N. H.	Lease of land	24.00 per yr.
46110	Claremont Chamber of Commerce	July 13, 1949	Claremont Jct., N.H.	License to maintain signboard on R.R. land	6.00 per yr.
30023	Claremont Ice Company	Mar. 17, 1933	Claremont Jct., N.H.	Lease of land	2.00 per yr.
28775	Ada M. Ericson	Oct. 27, 1931	Edgemont, N. H.	Lease of land	12.00 per yr.

H-2 LAND AND SIDETRACK AGREEMENTS and H-4 CAR PLACEMENT PRIVILEGES

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
49545	State of New Hampshire Dept. of Public Works & Highways	Nov. 25, 1952	Warner, N. H.	Space in freight house and side- track	60.00 per yr.
44346	The Ela Box Company, Inc.	Nov. 18, 1947	Warner, N. H.	Land, space in freight house & sidetrack	9.00 per mo.
44346-1	State of New Hampshire-Dept. of Public Works & Highways	Oct. 28, 1952	Warner, N. H.	Assent to sublease to State space in Frt. Hse. with sidetrack	----
44346-2	State of New Hampshire- Dept. of Public Works & Highways	Nov. 25, 1952	Warner, N. H.	Car Placement Privilege	----
47138	Warner Fuel Company (Henry Wacksmuth & L. Earl Nichols, co-partners)	July 7, 1950	Warner, N. H.	Land & sidetrack	62.00 per yr. and taxes
42158 & A	Merrimack Farmers' Exchange, Inc.	July 16, 1945 Dec. 2, 1953	Warner, N. H.	Land & sidetrack	95.00 per yr. and taxes
41566	Lillian E. Chase, Amy E. Blake & Russel J. Ellsworth	Oct. 9, 1944	Warner, N. H.	Land and sidetrack (Ela Track)	6.00 per yr. & taxes
41566-1	The Ela Box Company (George C. Chase, Orton F. Hill and Russell J. Ellsworth, co-partners)	Oct. 9, 1944	Warner, N. H.	Car placement privilege	----
47344	Merrimack Farmers' Exchange, Inc.	Oct. 3, 1950	Bradford, N. H.	Space in frt. hse. land & sidetrack	15.00 per mo.

H-2 and H-4 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
44211	Merrimack Farmers' Exchange, Inc.	Sept. 30, 1947	Bradford, N. H.	Space in frt. hse., land and sidetrack	\$580.00 per yr.
41512	Merrimack Farmers' Exchange, Inc.	Sept. 18, 1944	Bradford, N. H.	Land & sidetrack	26.00 per yr.
50347	Marvin H. Laskey	Nov. 3, 1953	Sunapee, N. H.	Land & sidetrack	60.00 per yr. & taxes
41666	Dorr Woolen Company	Dec. 2, 1944	Guild, N. H.	Land & sidetrack	6.00 per yr. & taxes
50933	Farmers Feed & Supply Co.	June 18, 1954	Newport, N. H.	Land & sidetrack	8.00 per mo. & taxes
27319 & A & B & C	Martin's Hardware (Herbert G. Martin, Propr.)	June 10, 1953	Newport, N. H.	Land & sidetrack	110.00 per yr.
48612 & A & B	Martin's Hardware	June 10, 1953	Newport, N. H.	Land & sidetrack	60.00 per yr. & taxes
24023 & A & B	Herbert G. Martin	June 16, 1952	Newport, N. H.	Land & sidetrack	25.00 per yr. & taxes
39164 & A & B & C	Austin B. Corbett	June 3, 1946	Newport, N. H.	Land & sidetrack	12.00 per yr.
50350	Merrimack Farmers' Exchange, Inc.	Nov. 4, 1953	Claremont, N.H.	Space in frt. hse. and sidetrack	150.00 per yr.

H-2 and H-4 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
32693 & A	James H. Kiniry (Ralph W. Kiniry, Propr.)	Jan. 7, 1936 May 26, 1952	Claremont, N. H.	Land & sidetrack	\$100.00 per yr.
47722	Merrimack Farmers' Exchange, Inc.	Jan. 24, 1951	Claremont, N. H.	Land & sidetrack	100.00 per yr. & taxes
50088	Frank Steinfield	July 13, 1953	Claremont, N. H.	Land & sidetrack	30.00 per yr.
50088-1	Claremont Waste Manu- facturing Company	July 26, 1944	Claremont, N. H.	Car placement privilege	----
40655 & A	Rand, Ball & King Co.	Sept. 2, 1943 May 19, 1952	Claremont, N. H.	Land & sidetrack	260.00 per yr. & taxes
42237	Merrimack Farmers' Exchange, Inc.	Aug. 28, 1945	Claremont, N. H.	Bill of Sale of section of sidetrack	165.46
46710 & A	Boynnton & Ellis Fuel Co. (Douglas H. and Richard P. Bourdon, co-partners)	Jan. 25, 1950 Apr. 5, 1950	Claremont, N. H.	Land & Sidetrack (includes coal hopper)	96.00 per yr. & taxes
46710-1	S. & O. Oil Company of Claremont Inc.	May 18, 1950	Claremont, N. H.	Assent of R.R. to equip- ment on R.R. land	----
40604 & A	Merrimack Farmers' Exchange, Inc.	Aug. 24, 1943 Dec. 2, 1953	Claremont, N. H.	Land & Sidetrack	55.00 per yr. & taxes
34064 & A	Eastern States Farmers' Exchange	May 12, 1937 Oct. 22, 1941	Claremont, N. H.	Land & Sidetrack	46.00 per yr. & taxes
47262	Louis D. Dion	Aug. 21, 1950	Claremont, N. H.	Land & Sidetrack	42.00 per yr. & taxes

H-2 and H-4 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL RENTAL</u>
47633	Richard A. Cromwell	Jan. 3, 1951	Claremont, N. H.	Land & sidetrack	\$ 70.00 per yr. & taxes
44457 & A	Staff Bros., Inc.	Dec. 8, 1947 Apr. 20, 1948	Claremont, N. H.	Land & sidetrack	200.00 per yr. & taxes
15963 & A	Clifton E. Densmore	May 26, 1921 Mar. 12, 1929	Claremont, N. H.	Land & sidetrack	16.00 per yr. & taxes if assessed
50677	Claremont Compressed Steel Co. Div. of Jacob Bernstein Company	Feb. 23, 1954	Claremont Jct., N.H.	Land & sidetrack (with driveway rights over other R.R. land	240.00 per yr. & taxes
51251	Roger L. Remacle, Sr.	Nov. 8, 1954	Canaan, N. H.	Land & sidetrack	150.00 per yr. & taxes

H-3 SIDETRACK AGREEMENTS and H-4 CAR PLACEMENT PRIVILEGES

39873 & A	State of New Hampshire	Nov. 21, 1942 Aug. 10, 1950	Concord, N. H.	Sidetrack and retirement of section of sidetrack	----
20959	John Aranosian	Oct. 22, 1924	Garrison Sta., N.H.	Sidetrack	----
20959-1	Penn-Hampshire Oil Company Cecil M. Neal, Proprietor	Feb. 24, 1937	Garrison, N. H.	Car placement privilege	----
7907	Redington Hub Company	Oct. 16, 1909	Roby, N. H.	Sidetrack	----
24072 & A	Abe Caplan	May 23, 1927 June 1, 1950	Newport, N. H.	Sidetrack	----

H-3 and H-4 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
7762	W. H. McElwain Company	Oct. 18, 1909	Newport, N. H.	Sidetrack	----
41098	Barney Bass and Company (Barney Bass, Propr.)	Feb. 26, 1944	Claremont, N. H.	Sidetrack	----
27179 & A	The American Oil Company	Mar. 8, 1930 Nov. 1, 1933	Claremont, N. H.	Sidetrack	----
46255 & A	Barney Bass & Co. (Barney Bass, Propr.)	Sept. 15, 1949 June 26, 1950	Claremont, N. H.	Sidetrack	----
46255-A-1	Davis & Symonds Lumber Company	Jan. 10, 1951	Claremont, N.H.	Car placement privilege	----
35596	B. Steinfield Sons, Inc.	Nov. 1, 1938	Claremont, N. H.	Sidetrack	----
35596-1	Claremont Fuel & Transfer Co. (William A. Sterling, Propr.)	Nov. 8, 1938	Claremont, N. H.	Car placement privilege	----
3582 & A & B & C	Claremont Railway Company	1903 to 1953	Claremont, N. H.	Sidetrack	----
4227	Claremont Railway & Lighting Company	Apr. 26, 1904 & modifications	Claremont, N. H.	Sidetrack	----
3612	Claremont Railway & Lighting Company	Jan. 20, 1903 & modifications	Claremont, N. H.	Sidetrack	----

H-6 PRIVATE CROSSINGS

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
44179	Ivan E. Chauvin	Sept. 18, 1947	Roby, N. H.	Temporary grade crossing	----
46819	Claremont Drive-In Theatre, Inc.	Mar. 9, 1950	Claremont, N. H.	Temporary grade crossing	----
34695	Bass Brothers (Isaac Bass and Barney Bass, co-partners)	Dec. 15, 1937	Claremont, N. H.	Private crossing	----
48576	Eastern States Farmers' Exchange Incorporated	Dec. 19, 1951	Claremont, N. H.	Crossing	----

H-7 PIPE AGREEMENTS

50314	Elton E. Griswold	Oct. 26, 1953	Garrison, N. H.	Water pipe	5.00 per yr.
46162	Jennie Davis Crutchfield	Aug. 10, 1949	Garrison, N. H.	1" pipe with wires 3/4" water pipe	5.00 per yr.
DEED #5491	City of Concord	Aug. 29, 1903	Garrison, N. H.	Water pipe under tracks	----
DEED #6451	Concord Light and Power Company	Aug. 3, 1916	Garrison, N. H.	Gas pipe under tracks	----
47147	Elma Neerguard Pope	July 8, 1950	Contoocook, N. H.	3/4" water pipe	5.00 per yr.
6071	Robert Smith	Dec. 5, 1906	Contoocook, N. H.	3/4" water pipe under tracks	----
41878 & A	Philip S. Flick	Dec. 1, 1944 June 1, 1949	Warner, N. H.	5" sewer pipe across R.R. land	5.00 per yr.

H-7 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
3284	Town of Warner Warner Village Fire District	July 8, 1902	Warner, N. H.	8" sewer pipe under tracks	----
1676	Arthur Thompson	June 10, 1899	Warner, N. H.	Sewer pipe under tracks	----
2004	Davis Martin & Co.	May 1, 1900	Warner, N. H.	6" sewer pipe under tracks	----
1801	Jacob K. Adams	Oct. 23, 1899	Warner, N. H.	2" drain pipe under tracks	----
46576	Enrique Lopez'	Dec. 13, 1949	Roby, N. H.	Drain pipe through culvert	\$1.00 per yr.
1850	O. P. & C. W. Redington	Dec. 19, 1899	Roby, N. H.	4" pipe under tracks	----
14638	Bartlett Excelsior Company Elmer J. Bartlett & Walter H. Craig, co-partners	Aug. 12, 1918	Melvin, N. H.	3/4" water pipe under track	----
47389	Bradford, N. H. Fire Department	Oct. 18, 1950	Bradford, N. H.	Water pipe	----
1692	H. W. Marshall	June 24, 1899	Bradford, N. H.	Sewer pipe under tracks	----
44662	Merrimack Farmers' Exchange, Inc.	Feb. 27, 1948	Bradford, N. H.	License to install pipe line on R.R. land and take water	----

H-7 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
48062	Joseph E. Croteau	June 15, 1951	Newbury, N. H.	Water pipe	\$5.00 per yr.
44504	George W. Berglund	Dec. 26, 1947	Newbury, N. H.	Water pipe	5.00 per yr.
32455	State of New Hampshire Highway Department	Oct. 8, 1935	Newbury, N. H.	Drain pipe	----
1705	John R. Cogswell	July 6, 1899	Newbury, N. H.	Water pipe under tracks	----
47809	Ray K. Hodgkins	Mar. 12, 1951	Newbury, N. H.	Copper pipe	5.00 per yr.
47841	State of New Hampshire Highway Dept.	Mar. 23, 1951	Newbury, N. H.	Concrete pipe	----
47201	Howard and Barbara Potter	Aug. 1, 1950	Newbury, N. H.	Pipe conduit containing water pipe and wires	5.00 per yr.
46320	Raymond A. and Josephine Hall	July 1, 1949	Newbury, N. H.	Water pipe and sewer pipe	5.00 per yr.
35063 & A	Philibert Lepicier	May 17, 1938 July 28, 1952	Newbury, N. H.	Water pipe	5.00 per yr.
26668	Clara A. Coleman	Aug. 20, 1929	Lake Sunapee, N.H.	Water pipe and pump house	5.00 per yr.
47282 & A	Emile T. and Lorraine C. Therriault	Aug. 28, 1950 Apr. 30, 1952	Newbury, N. H.	Water pipe	5.00 per yr.

H-7 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
27656	Spyros P. Condos	July 29, 1930	Lake Sunapee, N.H.	Water pipe in a 2" pipe	\$5.00 per yr.
47919	Davis Cabins, Inc.	May 3, 1951	Newbury, N. H.	Water pipe	5.00 per yr.
51034	Douglas D. Cayea	Aug. 4, 1954	Mt. Sunapee, N. H.	Water pipe partially in culvert	5.00 per yr.
50938	Lawrence C. Bonner	June 24, 1954	Mt. Sunapee, N. H.	Water pipe partially enclosed in galvanized pipe	5.00 per/yr.
49844	Perley Stoughton	Mar. 27, 1953	Mt. Sunapee, N. H.	Water pipe	5.00 per yr.
40110 & A & B & C	Carl W. H. Cowdrey	Oct. 19, 1953	Lake Sunapee, N.H.	Water pipe & conduit containing wires	5.00 per yr.
44547 & A	Carl J. Sanborn, Jr.	Jan. 15, 1948 Feb. 25, 1954	Lake Sunapee, N. H.	Conduit containing wires & water pipe	5.00 per yr.
46437	Bernice E. Wyman	Nov. 4, 1949	Mt. Sunapee, N. H.	Water pipe	5.00 per yr.
47339	J. A. Mueller	Sept. 26, 1950	Newbury, N. H.	Water pipe	5.00 per yr.
41516 & A	Elizabeth Dallaire	Sept. 16, 1944 Sept. 30, 1952	Edgemont, N. H. Mt. Sunapee, N.H.	Water pipe	5.00 per yr.
46235	William F. Tracy	Sept. 12, 1949	Mt. Sunapee, N. H. Edgemont, N. H.	Water pipe	5.00 per yr.
28760 & A & B & C	Leon and Emma Kinsman	Sept. 25, 1948	Edgemont, N. H.	Water pipe and pump on railroad land	5.00 per yr.

H-7 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
42167 & A	Olin H. Young	July 20, 1945 Mar. 17, 1947	Newbury, N. H.	Water pipe	\$5.00 per yr.
44095	Edward W. Cleary	Aug. 20, 1947	Newbury, N. H.	Water pipe	5.00 per yr.
42890 & A	Mrs. Cordelia Helie	Nov. 1, 1947 May 22, 1946	Lake Sunapee, N. H.	3" conduit contain- 2" water pipe and a 3/4" water pipe	5.00 per yr.
19991	International Shoe Company W.H.McElwain Company Branch	Mar. 7, 1924	Newport, N. H.	Water pipe	7.00 per yr.
DEED #6188	Town of Newport, N. H.	May 31, 1913	Newport, N. H.	Water pipe under tracks	----
DEED #5268	Town of Newport	June 14, 1901	Newport, N. H.	Sewer pipe under tracks	----
DEED #5230	Town of Newport	June 14, 1901	Newport, N. H.	Sewer pipe under tracks	----
2545	Town of Newport	June 14, 1901	Newport, N. H.	Sewer pipe under tracks	----
DEED #5484	Town of Newport	Nov. 5, 1903	Newport, N. H.	Sewer pipe under tracks	----
2160	Town of Newport Water Works	Aug. 17, 1900	Newport, N. H.	Water pipe under tracks	----
7838	Draper Company	Nov. 26, 1909	Northville, N.H.	Steam pipe under tracks	----

H-7 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
46993	Claremont Drive-In Theatre, Inc.	May 1, 1950	Claremont, N. H.	Water pipe	\$5.00 per yr.
27177 & A	The American Oil Company	Jan. 4, 1930 Nov. 1, 1933	Claremont, N. H.	Water pipe	5.00 per yr.
49099	Barney Bass & Co. (Barney Bass, Propr.)	June 16, 1952	Claremont, N. H.	Water pipe	5.00 per yr.
34654	Town of Claremont, N. H.	Dec. 9, 1937	Claremont, N. H.	Drain pipe	6.00 per yr.
DEED #6313	Claremont Gas Light Company	June 11, 1914	Claremont, N. H.	Gas pipe under tracks	----
5070	Claremont Gas Light Company	June 24, 1905	Claremont, N. H.	Gas pipe under tracks	----
47292	City of Claremont, N.H.	Sept. 1, 1950	Claremont, N. H.	Drain pipe and manhole	----
41319	Town of Claremont, N. H.	May 27, 1944	Claremont, N. H.	Sewer pipe	5.00 per yr.
7020	Claremont Gas Light Company	Sept. 1, 1908	Claremont, N. H.	Gas pipe under tracks	----
39348	Town of Claremont, N. H. Water and Sewer Commissioners	June 26, 1942	Claremont, N. H.	Sewer pipe	----
45556	City of Claremont, N. H.	Jan. 5, 1949	Claremont Jct., N.H.	Sewer pipe within railroad culvert	12.00 per yr.
DEED#2761	Calvin M. Brown, et als GRANTOR	May 2, 1907	Newport, N. H.	Right to lay and maintain drain pipe	

H-8 HEAT, LIGHT, POWER AND WATER

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
5264	Contoocook Fire Precinct	Aug. 15, 1905	Contoocook, N. H.	Water supply	\$100.00 per yr. paid by R.R.
27647 & A	Lillian M. Cofrin	Aug. 19, 1930 Oct., Nov. Dec. 1947	Bradford, N. H.	Water from R.R. supply line	----
27846	Harry M. Landgraff	Oct. 1, 1930	Bradford, N. H.	Exchange of pipe privileges	----
50352	Railway Express Agency, Inc.	Nov. 5, 1953	Claremont, N. H.	Electric service in passenger station	4.50 per mo.

I-1 POLE & WIRE PRIVILEGES

44626	Public Service Company Of New Hampshire	Feb. 16, 1948	Contoocook, N. H.	2 wires and 2 guys	10.00 per yr.
26113 & A	Public Service Company of New Hampshire	Apr. 8, 1929 Sept. 30, 1940	Contoocook, N. H.	3 copper wires	10.00 per yr.
45241	Public Service Company of New Hampshire	Oct. 2, 1948	Warner, N. H.	3 copper wires	10.00 per yr.
50418	Public Service Company of New Hampshire	Nov. 24, 1953	Warner, N. H.	2 wires over R. R. land	5.00 per yr.
38412	Merrimack County Telephone Co.	Sept. 3, 1941	Roby Sta., Warner, N. H.	4 telephone wires over R. R. land	2.00 per yr.
37848	Public Service Company of New Hampshire	Mar. 19, 1941	Roby, N. H.	2 copper wires over R. R. land	10.00 per yr.

I-1 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
15943	Bradford Light and Power Company (Sara R. Hadley sole owner)	May 6, 1921	Bradford, N. H.	2 wires over and across tracks	----
37377	Public Service Company of New Hampshire	Sept. 23, 1940	Newbury, N. H.	2 copper wires over R. R. premises	\$ 1.00 per yr.
48210	Public Service Company of New Hampshire	Aug. 16, 1951	Mt. Sunapee, N.H.	Cable from N.E.T.T.Co. over R.R. tracks	1.00 per yr.
41272	Public Service Company of New Hampshire	May 27, 1944	Edgemont, N. H.	Poles and guys owned jointly with N.E.T.&T. Co. and 2 wires owned P.S.Co. of N. H. on R.R. premises	15.00 per yr.
37732	Public Service Company of New Hampshire	Jan. 16, 1941	Newbury, N. H.	Poles, guys and wires on R.R.premises	----
45103	New Hampshire Electric Co-operative, Inc.	Aug. 17, 1948	Sunapee, N. H.	Wires over R.R. premises	10.00 per yr.
50804	Marvin H. Laskey (d/b/a Laskey's)	Apr. 22, 1954	Sunapee, N. H.	Pole and wire privilege	2.50 per yr.
37298	Public Service Company of New Hampshire	Aug. 16, 1940	Guild, N. H.	Wire privilege	10.00 per yr.
41081	Public Service Company of New Hampshire	Mar. 3, 1944	Guild, N. H.	Pole and wire privilege	2.00 per yr.
37299	Public Service Company of New Hampshire	Aug. 16, 1940	Newport, N. H.	Pole and wire privilege	10.00 per yr.

I-1 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
36671	Public Service Company of New Hampshire	Jan. 4, 1940	Newport, N. H.	Pole and wire privilege	\$10.50 per yr.
40962	New Hampshire Electric Co-operative, Inc.	Jan. 14, 1944	Chandler Sta., Newport, N. H.	Pole and wire privilege	10.00 per yr.
33165	Davis & Symonds Lumber Company	May 23, 1936	Claremont, N.H.	Wire privilege	10.00 per yr.
47163	Connecticut Valley Electric Company, Inc.	July 20, 1950	Claremont, N. H.	Wire privilege	10.00 per yr.
27178 & A	The American Oil Company	Mar. 8, 1930 Nov. 1, 1933	Claremont, N. H.	Telephone wire privilege	1.00 per yr.
32809	American Oil Company	Feb. 21, 1936	Claremont, N. H.	Wire and cable privilege	5.00 per yr.
38277 & A	Connecticut Valley Electric Co., Inc.	July 16, 1941 May 5, 1950	Claremont, N. H.	Pole and wire privilege	15.00 per yr.
37864 & A	Claremont Railway Company	Apr. 3, 1941 July 1, 1941	Claremont, N. H.	Pole and wire privilege	----
45586 & A	Connecticut Valley Electric Co., Inc.	Jan. 17, 1949 May 5, 1950	Claremont, N. H.	Wire privilege	10.00 per yr.
13841 & A & B	Central Vermont Public Service Corp.	May 8, 1917 May 5, 1921 Mar. 14, 1930	Claremont, N. H.	Wire privilege	10.00 per yr.
50415	Connecticut Valley Electric Company, Inc.	Nov. 20, 1953	Claremont Jct., N.H.	Wire privilege	1.00 per yr.

I-1 Continued

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<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
13442	New England Telephone and Telegraph Company				
PERMIT NO. 322	" " "	May 28, 1931	Melvin, N. H.	Guy wire	----
502	" " "	May 5, 1939	Sunapee, N. H.	Wires	\$ 1.00 per yr.
529	" " "	Aug. 19, 1940	Sunapee, N. H.	Wire privilege	----
537	" " "	Oct. 30, 1940	Claremont, N. H.	Wire privilege	1.00 per yr.
554	" " "	May 20, 1941	Newport, N. H.	Pole and wire	3.50 per yr.
582	" " "	Mar. 30, 1942	Claremont, N. H.	Anchor guy	1.00 per yr.
620	" " "	Mar. 27, 1944	Edgemont, N. H.	Pole and wire	5.00 per yr.
622	" " "	May 8, 1944	Warner, N. H.	Wire and guy privilege	9.00 per yr.
681	" " "	Apr. 1, 1947	Claremont, N. H.	Wire privilege	4.00 per yr.
702	" " "	Aug. 1, 1947	Newbury, N. H.	Wire privilege	1.10 per yr.
786	" " "	May 31, 1950	Claremont, N. H.	Wire privilege	1.00 per yr.
831	" " "	Dec. 28, 1951	Edgemont, N. H.	Wire privilege	10.00 per yr.
832	" " "	Dec. 28, 1951	Edgemont, N. H.	Wire privilege	10.00 per yr.
833	" " "	Dec. 28, 1951	Sunapee, N. H.	Wire privilege	1.00 per yr.
871	" " "	Aug. 10, 1953	Newport (Kellyville)	Wire privilege	1.00 per yr.
874	" " " See #50820	Oct. 29, 1953	Claremont Jct., N. H.	Wire and guy	----
885	" " "	Sept. 23, 1954	Guild, N. H.	Wire privilege	1.50 per yr.

I-2 PIPES CONTAINING WIRES

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
44389	Public Service Company of New Hampshire	Dec. 1, 1947	Roby Sta., N. H.	Cable and wires	\$ 5.00 per yr.
16153	Merrimack County Telephone Company	Aug. 11, 1921	Bradford, N. H.	Pipe and telephone wires	----
50238	Leo A. Pepin	Sept. 30, 1953	Lake Sunapee, Newbury, N. H.	Pipe and wires	5.00 per yr.
50820 (See Contract 13442 and Permit 874)	New England Telephone and Telegraph Company	Mar. 2, 1954	Claremont Jct., N.H.	Underground wires	----

K DERRICK, GUY WIRES

5055	Frank R. Clark	June 22, 1905	Garrison, N. H.	Guy wire	----
7205	Draper Company	Dec. 5, 1908	Northville, N.H.	Guy wires	----

N-1 MISCELLANEOUS CONTRACTS

46268	U. S. of America, Dept. of Army (Corps of Engineers)	Sept. 23, 1949	Contoocook, N. H.	Permission to erect gage on R.R. bridge	----
3325	Austin Corbin		Northville, N. H.	Correspondence re construction of station	----

O-2 DAMAGE RELEASES

42540	Blandin & Glover (Paul W. Glover, Propr.)	Dec. 17, 1945	Kellyville, N. H.	Wood storage on R.R. land	----
19696	Upton & Whitcomb F. A. Gleason, Agent	Dec. 1, 1923	Edgemont, N. H.	Wood storage on R.R. land	----

DOCUMENTS COVERING PRIVILEGES ON PORTION OF
HENNIKER BRANCH BETWEEN CONTOOCOOK AND HENNIKER
V.S. 33.2 STA. 0/00 TO STA. 508/22

H-1 CLASSIFICATION (LEASES OF LAND, BUILDINGS, ETC.)

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
28268	Clayson E. Pike	Apr. 29, 1931	Henniker, N. H.	Land lease	\$12.00 per yr.

H-2 LAND AND SIDETRACK AGREEMENTS

47723	Merrimack Farmers' Exchange, Inc.	Jan. 23, 1951	Contoocook, N.H.	Land and sidetrack	96.00 per yr. and taxes
20544 & A	Hoague-Sprague Corporation (Davis Boxboard and Fibreboard Division)	June 27, 1924 Aug. 8, 1947	West Hopkinton, N.H.	Land and sidetrack	27.00 per yr. and taxes
29040 & A	Merrimack Farmers' Exchange, Inc.	Mar. 17, 1932 Dec. 2, 1953	Henniker, N. H.	Land and sidetrack	150.00 per yr.
29040-B	Gulf Oil Corporation Merrimack Farmers' Exchange, Inc.	Feb. 25, 1954	Henniker, N. H.	Equipment on R.R. land	----
35935	Contoocook Valley Paper Company	May 8, 1939	Emerson, N. H.	Land and sidetrack	25.00 per yr.
35934	Contoocook Valley Paper Company	May 9, 1939	Emerson, N. H.	Land and sidetrack	96.00 per yr.

H-3 SIDETRACK AGREEMENTS

10388 & A	Hoague Sprague Corporation (Davis Boxboard and Fibreboard Division)	Apr. 15, 1913 Aug. 8, 1947	West Hopkinton, N.H.	Sidetrack and trestle	----
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H-7 PIPE AGREEMENTS

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
43741	Ralph T. Harper	Apr. 21, 1947	Contoocook, N.H.	Water pipe	----
16301 & A	Hopkinton Telephone Company	Oct. 4, 1921 Nov. 1, 1932	Contoocook, N.H.	Sewer pipe	\$ 5.00 per yr.
5028	Contoocook Water Works	June 1, 1905	Contoocook, N.H.	Water pipe	----
4838	F. J. Mudgett	Jan. 14, 1905	Contoocook, N.H.	Sewer pipe	----
35585 & A	John T. Krapp	Nov. 30, 1938 Sept. 15, 1945 Nov. 4, 1946	Henniker Jct., N.H.	Water pipe	5.00 per yr.
2125	Henniker Spring Water Company	Aug. 15, 1900	Henniker, N. H.	Water pipe	----

I-1 POLE AND WIRE PRIVILEGES

44903	Public Service Company of New Hampshire	June 1, 1948	Contoocook, N.H.	Wire privilege	10.00 per yr.
44733	Public Service Company of New Hampshire	Mar. 25, 1948	Contoocook, N.H.	Wire privilege	10.00 per yr.
17747	Hopkinton Telephone Company	Sept. 25, 1922	Contoocook, N.H.	Wire privilege	----
38803	Public Service Company of New Hampshire	Dec. 27, 1941	W. Hopkinton, N.H.	Pole & wires	10.00 per yr.
3859	West Hopkinton Telephone Company	July 13, 1903	W. Hopkinton, N.H.	Pole and wires	----

I-1 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>RENTAL</u>
38077	Public Service Company of New Hampshire	May 20, 1941	Henniker, N. H.	Wire privilege	\$10.00 per yr.
37847	Public Service Company of New Hampshire	Mar. 17, 1941	Henniker Jct., N.H.	Wire privilege	1.00 per yr.
13442 Permit No. 444	New England Telephone and Telegraph Company	June 26, 1936	Emerson, N. H.	Guy stub and anchor guy	1.00 per yr.

K DERRICK, GUY WIRES

5966	Davis Brothers	Oct. 8, 1906	W.Hopkinton, N.H.	Guy wire	---
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O-2 DAMAGE RELEASES

27975	W. C. Patinaude	Jan. 3, 1931	Henniker, N. H.	Storage of wood	---
23721	G. H. W. Blaisdell	Feb. 9, 1927	Henniker, N. H.	Storage of wood	---
23564	Wade Bros.	Jan. 8, 1927	Henniker, N. H.	Storage of wood	---
19495	Taylor & Cilley	Nov. 7, 1923	Henniker, N. H.	Storage of wood	---

DECREES, ORDERS & MISC. NOTICES C-3 thru C-9
V.S. 33.1 & V.S. 33.2

<u>CONTRACT NUMBERS</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>
38664	State of New Hampshire Public Service Commission	Nov. 13, 1941		Order re crossing protection at various points including Main Street, Bradford, New Hampshire
48536	State of New Hampshire Public Utilities Commission	Nov. 28, 1951	Claremont, N.H.	Crossing protection and whistling
20439	State of New Hampshire Public Service Commission	June 16, 1924	Claremont, N.H.	Location of warning signs
20591	State of New Hampshire Public Service Commission	July 16, 1924	Concord, N. H.	Warning signs at various crossings
37984	State of New Hampshire Public Service Commission	Apr. 30, 1941 May 7, 1941	Emerson, N. H.	Crossing protection by crew
20285	State of New Hampshire Public Service Commission	Apr. 16, 1924	Emerson Sta., N.H.	Order 1507 - warning signs School House Crossing
34795	State of New Hampshire Public Service Commission	Feb. 3, 1938	Garrison, N. H.	Order 3437 - crossing protection Knight Street
20804	State of New Hampshire Public Service Commission	Sept. 8, 1924	Garrison, N. H.	Order 1607 - warning signs Lake Street
DEED #9396 (See Contract #38965)	State of New Hampshire Public Service Commission	Feb. 14, 1949	Henniker, N. H.	Order 5459 - crossing protection Car House Crossing
38965	State of New Hampshire Public Service Commission	Feb. 9, 1942	Henniker, N. H.	Order 4082 - crossing protection Car House Crossing
20875	State of New Hampshire Public Service Commission	Sept. 13, 1924	Melvin Sta., N.H.	Warning signs - Whitcomb Rd.

C-3 thru C-9 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>
21033	State of New Hampshire Public Service Commission	Nov. 5, 1924	Newport, N. H.	Warning signs Huntoon Rd. crossing
22164	State of New Hampshire Public Service Commission	Aug. 21, 1925	Newport, N. H.	Warning signs Mill or Central St.
DEED #9307 & A & B	State of New Hampshire Highway Department	Dec. 2, 1947 Mar. 5, 1948 Oct. 9, 1947	Sunapee, N. H.	Crossing protection Howe's Crossing
46220 & A	State of New Hampshire Highway Department	Aug. 31, 1949 Sept. 30, 1949	Warner, N. H.	Installation flashing light signals Davisville Rd.
20687	State of New Hampshire Public Service Commission	Aug. 8, 1924	Warner, Roby and Melvin, N. H.	Warning signs
39468	State of New Hampshire Public Service Commission	Aug. 6, 1942	Edgemont, N. H.	Order 4327 - whistle posts at new grade crossing
DEED #8640	State of New Hampshire Public Service Commission	Dec. 18, 1940	Newbury, N. H.	Order 3850 - whistle posts at new crossing
49666 & A & B & C	State of New Hampshire Public Service Commission	July 31, 1951 Dec. 6, 1951 Feb. 13, 1953 Feb. 18, 1953	Concord - Claremont Jct.	Discontinuance passenger service on Claremont Branch
DEED #8369 & A & B & C	State of New Hampshire Public Service Commission	Feb. 10, 1936 Oct. 20 & 19, 1937 Jan. 5, 1940	Roby (Warner) N. H.	Grade crossing
36844	Bagley, N. H.	Apr. 1, 1940	Bagley, N. H.	Notice-discontinuance of station

C-3 thru C-9 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>
44167	Dimond, N. H.	Sept. 13, 1947	Dimond, N. H.	Notice - abandonment as a passenger station
39677 & A	Edgemont, N. H.	Sept. 11, 1942 Aug. 3, 1948	Edgemont, N. H.	Notice of discontinuance as freight station and retirement of station
34316	Garrison, N. H.	July 17 & 21, 1937	Garrison, N. H.	Notice of discontinuance of freight and passenger service
34316-A	Garrison, N. H.	Sept. 15, 1941	Garrison, N. H.	Notice of discontinuance in freight and passenger tariff
39911	Guild, N. H.	Nov. 12, 1942	Guild, N. H.	Notice of retirement of station building
39911-A	Guild, N. H.	June 15, 1948	Guild, N. H.	Notice of abandonment as passenger station stop
45568	Riverhill, N. H.	Jan. 12, 1949	Riverhill, N.H.	Notice of abandonment of station
34104	Henniker Jct., N. H.	May 29, 1937	Henniker Jct., N.H.	Notice of retirement of station
49503	Henniker, N. H.	Nov. 25, 1952	Henniker- Emerson, N.H.	Elimination of agency
39509	Hillsboro, N. H.	Aug. 13, 1942	Hillsboro, N.H.	Notice of retirement of station building
30288	State of New Hampshire Public Service Commission	July 12, 1933	Kelleyville, N.H.	Abandonment of station
38532	Mast Yard New Hampshire	Sept. 15, 1941	Mast Yard, N. H.	Notice of discontinuance in freight and passenger tariffs

C-3 thru C-9 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>
30931	State of New Hampshire Public Service Commission	Mar. 27, 1934	Newbury, N. H.	Discontinuance of agency
30931-A	Newbury, N. H.	Dec. 22, 1948	Newbury, N. H.	Notice making station carload only point
30931-B	State of New Hampshire Public Service Commission	Apr. 7, 1949	Newbury, N. H.	Report dismissing petition to dis- continue agency service
30931-C	State of New Hampshire Public Utilities Commission	Apr. 16, 1954	Newbury, N. H.	Letter approving discontinuance of summer agency
30931-D	Newbury, N. H.	Apr. 28, 1954	Newbury, N. H.	Notice covering elimination of summer agency
32687	Northville, N. H.	Dec. 21, 1935	Northville, N.H.	Notice retirement of passenger station
32687-A	Northville, N.H.	Sept. 27, 1947	Northville, N.H.	Discontinuance of freight station
34317	Roby, N. H.	Aug. 7, 1937	Roby, N. H.	Notice of retirement of station and abandonment of all freight and passenger service
49907	Sunapee, N. H.	May 5, 1953	Sunapee, N.H.	Notice discontinuing agency
45522	Tyler, N. H.	Dec. 28, 1948	Tyler, N. H.	Abandonment of passenger station and retirement of station building
37881	Waterloo, N. H.	Mar. 26, 1941	Waterloo, N. H.	Notice discontinuance of passenger train service
37881-A	Waterloo, N. H.	July 26, 1941	Waterloo, N. H.	Notice of retirement of station
37881-B	Waterloo, N. H.	Sept. 11, 1947	Waterloc, N. H.	Notice of abandonment as passenger station

C-3 thru C-9 Continued

<u>CONTRACT NUMBER</u>	<u>NAME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>
32500	West Hopkinton, N. H.	Oct. 21, 1935	W.Hopkinton, N.H.	Notice of consolidation of agency with Contoocook
32500-A	West Hopkinton, N. H.	Dec. 14, 1940	W.Hopkinton, N.H.	Notice of retirement of passenger station
36859	Newbury, N. H.	Apr. 4, 1940	Newbury, N. H.	Notice re shortening time of summer agency service
31381	State of New Hampshire Highway Department	Aug. 23, 1934	Bradford, N.H.	Correspondence re expense relocating signal at grade crossing -Henniker-Bradford Road
25351	State of New Hampshire Public Service Commission	Nov. 18, 1922	Bradford, N. H.	Crossing protection on Henniker Road
14117 & A & B	State of New Hampshire Public Service Commission	July 28, 1902 Oct. 3, 1917	Claremont, N. H.	Orders re expense of crossing protection - Pleasant Street
1423	State of New Hampshire Public Service Commission	Mar. 20, 1919	Claremont, N. H.	Order re expense of crossing protection - Pleasant Street

E-2 INDEMNITY AGREEMENTS

51212	Kenneth Flint	Oct. 1, 1954	Claremont, Sunapee & Newport, N.H.	Trapping fur bearing animals on R.R. premises
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