

Lakehead Pipe Line Company, Inc.



6425 S. Pennsylvania
Lansing, Michigan 48910

September 19, 1969

L-846

Siderius, Inc.
745 Fifth Avenue
New York, New York 10022

Attention: Mr. T. A. Concina, Sales Manager

Gentlemen:

Siderius, Inc., of New York, New York has heretofore engaged Cast Transportation, Ltd. to transport from Windsor, Ontario by truck to various designated unloading sites in the State of Michigan a quantity of 30" O. D. steel pipe which Siderius, Inc. has imported from Italy. The said pipe has been sold by Siderius, Inc. to Lakehead Pipe Line Company, Inc. with the understanding that Siderius will be responsible for the said trucking from Windsor; hence, the arrangement between Siderius and Cast Transportation.

Cast Transportation in turn has engaged Telischak Trucking to do the actual hauling of the pipe to the various sites in Michigan designated previously by Lakehead. To date a substantial portion of such trucking has been accomplished so that the only points to which pipe remains to be trucked are Pine Creek and Armada.

The costs of such trucking have been paid directly by Lakehead to Cast Transportation, Ltd.; although the billing has been to Siderius, Inc. The pipe manufacture and the effected delivery to the Windsor port terminal has been later than the dates specified in the purchase agreement resulting in insufficient pipe being delivered to the field unloading sites to avoid a shutdown of Lakehead's construction contractor unless substantially increased. This of course will result in considerable extra cost to Lakehead, which in turn, will expect reimbursement from Siderius.

NAME	NOTE	ACT	RECEIVED	DATE	TIME	BY
TBB			RECEIVED LAKEHEAD PIPE LINE CO., INC. SEP 22 1969			GSM
WCC						PLM
GD						CFH
VWD						CLP
NCF						RH
WEH						JYS
PMK						


Siderius, Inc.
September 19, 1969
Page 2

However, to avoid a shutdown of the pipeline construction with a resulting delay in completion and utilization of the pipeline, Lakehead is willing to pay a bonus if the volume of pipe moved from Windsor to Pine Creek and Armada is increased sufficiently to prevent the necessity thereof.

It is understood that the present trucking charges from Windsor, Ontario are \$0.50 per cwt. to Pine Creek and \$0.25 per cwt. to Armada plus \$0.65 per ton bad weather allowance. Lakehead will increase the delivery payments from \$0.50 per cwt. to \$0.73 per cwt. for transportation to Pine Creek and from \$0.25 per cwt. to \$0.36 per cwt. for transportation to Armada. The trucking charges stated herein include all bridge tolls related to the trucking requirement. It is further understood that Siderius, Inc. will contribute \$20,000 as their share of the bonus payment. This is to be deducted by Lakehead from the final Siderius, Inc. invoice for supplying pipe. The increase in pipe delivery charges shall be applicable only providing the delivery rate equals 18,000 lineal feet per day, 9,000 lineal feet to Pine Creek and 9,000 lineal feet to Armada commencing September 17, 1969 and continuing at said rate on each and every day (except Sunday) until such time as the pipe delivery is completed at Armada. Thereafter, all pipe shall be transported to Pine Creek at a minimum rate of 10,600 lineal feet per day. The bonus payment applies only to the pipe transported after September 16, 1969.

Nothing herein shall be construed as a waiver by Lakehead of its legal right to seek redress against Siderius, Inc. for failure to manufacture and deliver the pipe in accordance with the purchase agreement.

Yours very truly,


[Redacted signature area]
D. D. Burley, P. E.
Project Manager

DDB:cb

ACKNOWLEDGED AND ACCEPTED

Siderius, Inc.

DATE

D R A F T

Cast Transportation, Ltd.
 1 Westmount Square
Montreal, Canada

NAME	NOTE	ACT	RECEIVED	ACT	NOTE	N
WCC			LAKEHEAD PIPE LINE CO., INC. MAR 31 1969			GEN
FGD						PLM
VWD						ACT
NGF						
RCF						
WEH						
FMK						

Gentlemen:

It is hereby agreed by the parties hereto that (in addition to the transportation by vessel from Italy, already agreed between you and our Associate Sidermar) you will perform the transportation by truck of the following materials, which we are importing for Lakehead Pipe Line Company, Inc.:

1. Approx. 1,003,693 ft. 30" x .250" WT
 steel line pipe
 approx. 36,200 Metric Tons
2. Approx. 5,409 ft. 30" x .500" WT
 steel line pipe
 approx. 400 Metric Tons

As you know, the steel line pipe described above is scheduled to arrive from Italy at port of Windsor. The first vessel is expected to arrive as near as possible to the opening date of the St. Lawrence Seaway estimated to occur sometime between April 10th/15th, 1969. Subsequent vessels are scheduled to arrive between the opening date and August 15th/30th, 1969. The cargo quantity per vessel will average 3,500/5,500 Metric Tons. You will transport by truck the line pipe from said port to ^{destinations in the vicinity of towns} ~~the destinations~~ listed below unless otherwise instructed by ^{Sidermar Inc or} Lakehead Pipe Line Company, Inc.:

<u>APPROXIMATE QUANTITY</u>	<u>DESTINATION</u>
5 Miles	Cassopolis, Michigan
45 "	Pine Creek, Michigan
50 "	Leslie, Michigan
45 "	Holly, Michigan
45 "	Armada, Michigan

*

Lakehead Pipeline Company, Inc. will discharge the trucks at final destinations at a minimum daily rate of 3 miles per vessel (approx. 417 joints). They will pay to you the cost of reloading at the rate of US Dollars 1.50 per Metric Ton, according to the number of joints not unloaded. If requested by Lakehead Pipe Line Company, Inc., you will discharge the full cargo of each single vessel into the storage area. In this case, Lakehead Pipe Line Company, Inc. will pay to you the above said cost of reloading, according to the number of joints not unloaded with respect to the said rate of 3 miles per day.

No

Overtime for loading of trucks from storage area will be for your account, unless requested by Lakehead Pipe Line Company, Inc.

Ship side or
2nd

All handling, including loading of pipe and movement to temporary storage at the port terminal will be done on your account. You will assume full responsibility for proper loading of pipe on trucks and you will be required to furnish cradles, ^{as required,} binding chains and insulating material, such as belting or rubber tires, which must be used during the hauling.

For

You will provide supervision at the port terminal to prepare Bills of Lading and dispatch trucks to the various destinations to insure that the proper quantity of pipe arrives at the proper destinations, and also note any damage to pipe being loaded into trucks. Damaged pipe noted at the port of entry will be marked by special paint in order to distinguish such damage at final destination from any possible subsequent damage. Any damages to pipe during transportation by truck will be your responsibility, and for your account,

You will furnish ^{Copies} Certificates of Insurance ^{your, and sub contractors} to Lakehead Pipe Line Company, Inc. upon request.

The above ^{Handling and} transportation services will be provided by you at firm ~~average~~ rates according to the schedule attached hereto.

Payment will be made to you directly by Lakehead Pipe Line Company, Inc. within 10 days following receipt of a copy of your billing to us.

Very truly yours,
SIDERIUS, INC.

A. Concina

Signed for acceptance:

CAST TRANSPORTATION, LTD.

LAKEHEAD PIPE LINE CO., INC.

F. Narby

R.H. Sorensen

ATT - SCHEDULE

RATES:

From WINDSOR to:

Armada	25 cents/100 lbs
Holly	28 " "
Leslie	43 " "
Pine Creek	50 " "
Cassopolis	58 " "

** Intermediate points may be added with rates by the local point listed above apply.*

NOTE: Above rates will be reduced of 3 cents/100 lbs in case the port of arrival is Detroit instead of Windsor.

capitale L. 262.000.000.000 interamente versato
 sede e direzione generale:
 16128 Genova via Corsica, 4

Italsider s.p.a.



R/340.001

Fattura - Invoice - Facture			Numero	
n.º 16900279/280	data	31/3/1969	HYDERIUS Inc.	
Avviso di spedizione - Shipping notice - Avis d'expédition			745 FIFTH AVENUE	
n.º 16900279/280	data	31/3/1969	NEW YORK, N.Y. 10022	
Conferma di vendita - Confirmation of order - Confirmation de vente			U.S.A.	
n.º 1091.0088	data	11.12.68	9/72010	
Cod. moneta	Cambio Cont.	Clv. Lire	Vs. ordine - Your order - Votre commande	Tramite - Through - Par l'entremise de
			6897	

Al seguente indirizzo - To the following address - A l'adresse suivante
 U.S.A.

Cod.	A mezzo - Shipped by - Expédié par	Porto - Freight - Fret	Cod.
H	SEA S/A "HIMMELAND"	FOB	
Cod.	Resa - Delivery - Livraison	FOB landing means of transportation or on quay at arrival port - not cleared	
0	Pagamento - Payment - Paiement	By cash at forty days, upon arrival at destination and after the receipt of all documents	

n.º pezzi		Codice materiale		Larghezza Width Largeur	Lunghezza Length Longueur	Marche Marks Marques	Peso Weight Poids	Prezzi Prices Prix	Importo Amount Montant	Cod.
n.º pieces	n.º pièces	Lotto Item Poste	Spessore o Ø Thickness or Ø Epaisseur ou Ø							

COPIES OF ITALIAN ORIGIN AND MANUFACTURE - SP. 73,18 - 73,19
MARKING: Each length of pipe has been painted with two bands of approximately 2" wide and not less than 6" from each end -
 0,250 wall thickness - purple ; 0,300 wall thickness - light blue

Flange		8615130		Feet	Kos.	US\$/100 Feet	US\$.
3.170.-	001	Ø 30" x 0,250"	76200 mm. x 6,35 mm.	123.518,85	4.482.410	646,51	798.561,72.-
		Netres	37.648,545.-				
		LBS	9.882.008.-				
		Pipes as above described but according to API 5L-B steel - grade					
		8612130		Feet			
128.-	002	Ø 30" x 0,300"	762,00 mm. x 12,7 mm.	4.997,65	361.800	1253,82	62.661,54.-
		Netres	1.523,285.-				
		LBS	797.630.-				
3.298.-				128.516,50	4.844.210		861.223,26.-
		Pipes shipped have been supplied with bare metal finish and free from all engrosses.					
	A/Exp.º	13.16	BANCOFER N° 1.508.533 I				
			di. 25.3.69				

MOD. 3-2-14

42/da

BILL OF LADING Nr. 2

UNIFORM BILL OF LADING 1964

approved by
The Documentary Council of The Baltic and International Maritime Conference.
To be used with Charter-Parties
Code Name: Congenbill

Shipped at **TARANTO**

In apparent good order and condition by **FIGNATELLI MARZO & DANESE**
of **TARANTO** on board the good Vessel called the **S/S "HIMMERLAND"**
for carriage to **WINDSOR**
or so near thereto as she may safely get, the following goods:

PIECES NR. 128.-- "STEEL PIPES LENGTH ABOUT 40 FEET -- BARE UNPROTECTED"
DIAMETER 30" WALL THICKNESS mm. 12,70.--

KILOS 361.800.--

EQUAL LBS. 797.630.--

METERS 1,523,285.--

EQUAL FEET 4.997,65.--

"CLEAN ON BOARD"

NOTIFY:
SIDERIUS INC.
745 FIFTH AVENUE
NEW YORK N.Y. 10022 (U.S.A.)

COPY NOT NEGOTIABLE

~~(consolidated bill of lading) which are to be delivered in the like good order and condition at the aforesaid Port of WINDSOR~~
condition at the aforesaid Port of **WINDSOR** unto

ORDER: SIDERIUS INC. 745 FIFTH AVENUE -- NEW YORK N.Y. 10022 (U.S.A.)
or his or their Assign(s), he or they paying freight **PREPAID.--**

) as per Charter-Party, dated **Genoa, 11th March 1969**

All the terms, conditions, liberties, and exceptions of the Charter-Party are herewith incorporated.

This Bill of Lading shall have effect subject to the provisions of any legislations relating to the carriage of goods by sea which incorporates the rules relating to Bills of Lading contained in the International Convention, dated Brussels 25th August, 1924 and which is compulsorily applicable to the contract of carriage herein contained. Such legislation shall be deemed to be incorporated herein, but nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities thereunder. If any term of this Bill of Lading be repugnant to any extent to any legislation by this clause incorporated, such term shall be void to that extent but no further. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from, or limitation of, liability.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed **SIX**

Bills of Lading all of this tenor and date, any one of which being accomplished the others to be void

TARANTO, the 3rd APRIL 19 69
MASTER OF S/S "HIMMERLAND"

Freight Advance
Received on account
of freight.

MOODY ENGINEERING COMPANY
 227 FRIENDSHIP PLAZA BUILDING
 5937 BROAD STREET MALL
 PITTSBURGH, PA. 15206 - U. S. A.

16.72.8

MOODY ENGINEERING COMPANY
 VIA PAOLO FERRARI, 22
 MARINA DI MASSA, ITALY 54037
 EUROPEAN OPERATIONS

BOAT - LOADING

INSPECTION REPORT

ROUTE
 CONSULT
 REPLY
 CHECK
 INFORMATION

Order Number: **Lakehead Pipeline Company L63 - 3592**

Manufacturer **Italsider**
1691.0088 Taranto - Ital

Item No. **1**

Drawings: **CLB**

Specification **API Std. 5L&5LX**
Latest Edition & Client's Requirements.

Accepted and released for shipment on: from **September the 14th** thru **September the 18th 1969.**

Rejected on:

Held in abeyance on:

Summary:

Please be advised the following material was loaded on steamer "PACIFIC SKOU" from September the 14th thru September the 18th 1969; at the Port of Taranto, Italy on ITEM n° 1.

Report:

30" x 79.43 // x 250" // wall grade x - 52 submerged - arc welded cold-expanded steel linepipe, double random lengths beveled 30 degrees, width of flat 1/16" plus or minus 1/31 for welding to API Std. 5LX, latest Edition, and to Client's requirements, angle plus 5 degrees minus Zero.

PIECES
 3.156

Our inspection included rejection of dents, gouges and bevel damage. Particular care was taken to see that only prima pipe were loaded with sufficient blocking to insure against shipping damage.

The following pipes were rejected during the loading

DENTS

DAMAGED BEVELS

62

18

This rejected material was returned to the Mill for reworking.

- c.c.- Mr. Sorensen - Lakehead Pipeline Company
- c.c.- Mr. R.H. Clute - Interprovincial Pipeline Company
- c.c.- Mr. H.F. Broxm - Metallurgical Consultant

Enclosures:

September th 18th 1969

For attention:

Name of Inspector: **Mr. G.R. MIALKO**

Date:
 Signature

Capitale Sociale L. 262.000.000.000 Interamente versato.
 sede e direzione generale - Genova
STABILIMENTO DI TARANTO
 Stabilimento e uffici - Via Apollo S. S. Km. 648
 Telefono 91001 - 10 linee
 Telegrammi: ITALSIDERSPA - TARANTO
 Telex: ITALSID 81039 (Direzione e Uffici)
 ITALSID 81040 (Ufficio Programm. Produzione)
 Caselle postale n. 105
 C.C.I.A.A. n. 41513 Taranto



SOBBIATA PER AZIONI

Taranto, 14th September, 1969

Messrs.
SIDERIUS INC.
745 FIFTH AVENUE
NEW YORK

PACKING LIST N. 16900578 →

RIFERIMENTO VS. ORDINE 6897			
CONFERMA ORDINE MANDATARIA	NO. CONFERMA 1691.0088	SPEDIZIONE N.	IN CONTO A BALDO
SPEDIZIONE A MEZZO S/S " PACIFIC SKOU "		N. POLIZZA DI CARICO 1	N. TRASPORTO
CONDIZIONI DI RESA C.I.F.			
VI ABBIAMO OGGI SPEDITO AL SEGUENTE INDIRIZZO SIDERIUS INC. 745 FIFTH AVENUE - NEW YORK - N.Y. 10022 (U.S.A.)			
DESCRIZIONE PRODOTTO "STEEL PIPES LENGHT ABOUT 40 FEET - BARE UNPROTECTED " DIAMETER 30" WALL THICKNESS mm. 6,35.-			

Codice prodotto = 8615130

	N.	KG.	LBS.	MT.	PIEDI
TUBI	3.156.-				
PESI		4.527.640.-	9.981.729.-		
LUNGHEZZE				37.433,631.-	122.813,75.-

S/S " PACIFIC SKOU "

FOGLI COMPONENTI IL FASCICOLO N. **37**

[Handwritten signature]

16.12.8

MOODY ENGINEERING COMP. /
227 FRIENDSHIP PLAZA BUILDING
5937 BROAD STREET MALL
PITTSBURG, PA, 15206 - U. S. A.

MOODY ENGINEERING COMPAN
VIA PAOLO FERRARI, 22
MARINA DI MASSA, ITALY 54037
EUROPEAN OPERATIONS

BOAT - LOADING

INSPECTION REPORT

Order Number: Lakehead Pipeline Company L63-3592

Manufacturer: Italsiderr
1691.0088 Taranto, Italy

Item No.

Drawings :

Specification API Std. 5L&5LX

Latest Edition & Client's Requirements.

Accepted and released for shipment on: ~~August 19th throu August 21st 1969~~ ^{from}

Rejected on:

Held in abeyance on:

Summary:

GENTLEMEN !!!

Please be advised the following material was loaded on steam
" HIMMEBLAND" from August 19th throu August 21st 1969;
at the Port of Taranto Italy on ITEM n° 1.

Report :

Pieces
3.517

30" x 79.43-~~44~~ x 250" ~~44~~ wall Grade x - 52 submerged - arc
welded cold-expanded steel linepipe, double random lengths
beveled 30 degrees, width of flat 1/16" plus or minus 1/32"
for welding to API Std. 5LX, latest Edition, and to client's
requirements, angle plus 5 degrees minus zero.

Our inspection included rejection of dents, gouges and
bevel damage.
Particular care was taken to see that only prima pipe were
loaded with sufficient blocking to insure against shipping
damage.

The following pipes were rejected during the loading

DENTS

DAMAGED BEVELS

60

11

This rejected material was returned to the Mill for rewor-
king.

ROUTE
CONSULT
REPLY
CHECK & RETURN
INFORMATION

RHC				
WMP				
JRW				
NGT				
RND				
WNW				
CRW				
FILE				

Enclosures :

August 21st 1969

c.c. - Mr. Sorensen - Lakehead Pipeline Company
 c.c. - Mr. R.H. Clute, - Interprovincial Pipeline Company
 c.c. - Mr. H.F. Brown - Metallurgical Consultant
 Name of Inspector: Mr. G.R. MIHALKO

For attention :

Date:
Signature

Capitale Sociale L. 262.000.000.000 Interamente versato
 Sede e direzione generale: Genova
STABILIMENTO DI TARANTO
 Stabilimento e uffici: Via Appia S. S. Km. 648
 Telefono 91001 - 10 linee
 Telegrammi: ITALSIDERSPA - TARANTO
 Telex: ITALSID 81039 (Direzione e Uffici)
 ITALSID 81040 (Uffici Programm. Produzione)
 Casella postale n. 105
 C.C.I.A.A. n. 41513 Taranto



SOCIETÀ PER AZIONI

Taranto, 19th August, 1969

Messrs.
SLDERIUS INC.
745 FIFTH AVENUE
NEW YORK

PACKING LIST N. 16900512 →

RIFERIMENTO VS. ORDINE 6897			
CONFERMA ORDINE MANDATARIA	NR. CONFERMA 1691.0088	SPEDIZIONE N.	IN CONTO A SALDO
SPEDIZIONE A MEZZO S/S "HIMMELAND"		N. POLIZZA DI CARICO 1	N. TRASPORTO
CONDIZIONI DI RESA C.I.F.			
VI ABBIAMO OGGI SPEDITO AL SEGUENTE INDIRIZZO SLDERIUS INC. 745 FIFTH AVENUE -- NEW YORK -- N.Y. 10022 (U.S.A.)			
DESCRIZIONE PRODOTTO " STEEL PIPES LENGTH ABOUT 40 FEET -- BARE UNPROTECTED " DIAMETER 30" WALL THICKNESS mm. 6,35.			

	N.	KG.	LBS.	MT.	PIEDI
TUBI	3.517				
PESI		5.045.310	11.122.993		
LUNGHEZZE				41.701,275	136.815,20

PAGLI COMPONENTI IL FASCICOLO N. 41