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November 12, 2003

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VIA FEDERAL EXPRESS

Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

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NOV 12 2003

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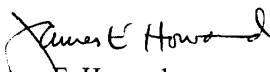
Re: Granite State Concrete Co., Inc. et al. v. Springfield Terminal
Railway Co., et al.
Docket No. NOR 42083

Dear Secretary Williams:

Enclosed for filing in the above captioned matter are the original and 10 copies of the "Motion of Milford-Bennington Railroad Co., Inc. and Granite State Concrete Co., Inc. for Sanctions and Other Relief Regarding Discovery". Also enclosed is an extra copy of the Motion. Could you please acknowledge receipt of the Motion by date stamping the extra copy and returning it to me in the self-addressed stamped envelope?

Thank you very much for your assistance.

Very truly yours,


James E. Howard

cc: Robert B. Culliford

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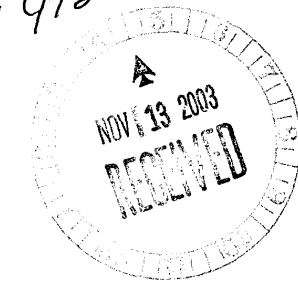
BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. NOR 42083

GRANITE STATE CONCRETE CO., INC. and
MILFORD-BENNINGTON RAILROAD CO., INC.

vs.

BOSTON AND MAINE CORPORATION and
SPRINGFIELD TERMINAL RAILWAY COMPANY



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MOTION OF MILFORD-BENNINGTON RAILROAD CO., INC.
AND GRANITE STATE CONCRETE CO., INC. FOR SANCTIONS
AND OTHER RELIEF REGARDING DISCOVERY

Milford-Bennington Railroad Co., Inc. ("Milford-Bennington") and Granite State Concrete Co., Inc. ("Granite State") hereby request the Board to enter orders, as and for the reasons more fully described below, directing Springfield Terminal Railway Co. and Boston and Maine Corporation (collectively referred to as "Guilford") to permit their employees to testify truthfully in depositions without fear of reprisal, to ensure that Guilford does not penalize employees who testify truthfully, to disclose the identity of any persons who have directed employees how to testify or who have threatened retribution, to prohibit such conduct in the future and to permit new depositions to be taken. As described below, a Guilford employee has admitted after his deposition in this case that his testimony was not truthful in certain respects and that he feared losing his job if he did not testify as he did.

BACKGROUND

On October 31, 2003, Milford-Bennington and Granite State took the deposition of Andrew Zompa, who holds the position of Rules Examiner for Guilford and who was personally involved in conversations which, as described below, involve issues that are critical to this case. At his deposition, Mr. Zompa testified that he met on December 12, 2002 with Peter Leishman, the President of Milford-Bennington, and that no one else was present. Mr. Zompa specifically denied that Colin Pease was also present at the meeting. Transcript of deposition of Andrew Zompa ("Zompa Dep.") excerpts of which are attached hereto as Exhibit A at 23-26, 91-92. Mr. Zompa also testified that no one had instructed him how to answer questions in the deposition. Zompa Dep. at 5.

At the meeting, there was a discussion of the installation and use of a derail device on the Milford-Bennington line. Mr. Leishman and Mr. Pease earlier submitted verified statements in this case describing the discussion at the meeting on December 12, 2002, and Mr. Pease has provided a further verified statement detailing the events of December 12, 2002. See Exhibits B, C and D attached hereto. Both attended the meeting, and both testified that the understanding between the parties was that the derail would be used only when passenger operations were being conducted on the Milford-Bennington line and not when freight operations were being conducted. The position of Guilford, which is based upon the testimony of Mr. Zompa, the only Guilford employee present at the meeting, is that the parties agreed that the derail would be used for both freight and passenger operations.

In June, 2003, Guilford allegedly learned that the derail was not being used for freight operations by Milford-Bennington. As a result of this discovery, Guilford

concluded that Milford-Bennington had intentionally disregarded the “agreement” reached on December 12, 2002 and that, as a consequence, Guilford was justified in implementing certain actions in order to ensure safe operations. One of these actions was to restrict severely the hours during which Milford-Bennington was permitted to operate. For eleven years, Milford-Bennington had operated primarily during the daylight hours and without any restriction as to specific times; on June 20, 2003, Guilford restricted such operations to the hours of 12 AM to 8 AM. Such restrictions were the principal reason that this case was initiated in order to have the Board determine that the restrictions constituted an unreasonable practice and to award damages as a result of the actions by Guilford.

ARGUMENT

For the reasons outlined above, the conversation of the representatives of the parties on December 12, 2002 and the precise terms of any “agreement” that was reached are critical issues in this case. If the Board finds that the parties agreed that the derail would be used only for passenger operations, then Guilford’s action to restrict the hours of the freight operations of Milford-Bennington for allegedly disregarding an agreement would be without any foundation whatsoever. Stated otherwise, if the Board finds that the parties agreed that the derail would be used only when passenger trains were operating, then the action by Guilford to restrict the hours of operation is demonstrably unreasonable.

On November 4, 2003, several days after his deposition, Mr. Zompa told Mr. Leishman that he, Mr. Zompa, knew that Mr. Pease was present at the meeting on December 12, 2002. See Verified Statement of Peter R. Leishman dated November 11, 2003 (“Leishman V.S.”) attached hereto as Exhibit E at 2. Mr. Zompa also stated that he

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BEFORE THE
SURFACE TRANSPORTATION BOARD
FINANCE DOCKET NO. 34381

GRANITE STATE CONCRETE COMPANY, INC., and
MILFORD BENNINGTON RAILROAD COMPANY, INC.

vs.

BOSTON AND MAINE CORPORATION and
SPRINGFIELD TERMINAL RAILWAY COMPANY

DEPOSITION OF ANDREW D. ZOMPA, taken
pursuant to Notice on behalf of Granite State
Concrete Company, Inc., and Milford Bennington
Railroad Company, Inc., before Simonne J. Elwood,
R.P.R. and a Notary Public in and for the
Commonwealth of Massachusetts, at the office of
Guilford Rail System, Iron Horse Park, North
Billerica, Massachusetts, commencing on Friday,
October 31, 2003 at 9:42 a.m.

NEAL A. SALLOWAY - COURT REPORTERS
FIVE CARDIGAN ROAD
WEST PEABODY, MA 01960
781-581-3993 - 978-535-0313 - FAX 978-536-3142

Page 2 Vol. 1 APPEARANCES: JAMES E. HOWARD, ESQ. JAMES E. HOWARD LLC ONE THOMPSON SQUARE - SUITE 201 CHARLESTOWN, MA 02129 REPRESENTS GRANITE STATE CONCRETE COMPANY, INC., and MILFORD BENNINGTON RAILROAD COMPANY, INC. ROBERT B. CULLIFORD, ESQ. CORPORATE COUNSEL GUILFORD RAIL SYSTEM IRON HORSE PARK NORTH BILLERICA, MA 01862-1692 REPRESENTS BOSTON AND MAINE CORPORATION and SPRINGFIELD TERMINAL RAILWAY COMPANY	Page 4 1 2 3 (Deposition of Andrew D. Zompa 4 commencing at 9:42 a.m.) 5 6 7 ANDREW D. ZOMPA 8 A witness called on behalf of the 9 Granite State Concrete Company, Inc., and 10 Milford Bennington Railroad Company, Inc., 11 first having been duly sworn, under oath, 12 deposes and says as follows: 13 14 DIRECT EXAMINATION 15 Q (By Mr. Howard) Mr. Zompa, have you ever 16 been deposed before? 17 A No. 18 Q Do you understand you're under oath here this 19 morning? 20 A Correct. 21 Q If I ask a question that you don't understand 22 or you need clarification, please let me 23 know. I want you to understand the
Page 3 1 INDEX 2 DEPONENT DIRECT REDIRECT CROSS RECROSS 3 ANDREW ZOMPA 4 By Mr. Howard 4 101 5 By Mr. Culliford 85 -- 6 7 EXHIBITS 8 EXHIBIT NO. DESCRIPTION PAGE NO. 9 1 Verified Statement of Andrew 20 10 Zompa 11 2 Response of the Boston and Maine 44 12 Corporation and the Springfield 13 Terminal Railway Company to First 14 Discovery Requests of Granite State 15 Concrete Co., Inc., and 16 Milford-Bennington Railroad Co., 17 Inc. 18 3 Verified Statement of Andrew D. 64 19 Zompa in Support of Motion to 20 Dismiss and Reply to Petition for 21 Relief 22 4 Memorandum - 6/21/03 to File from 64 23 Safety Department 5 Letter - 10/30/03 to Mr. Peter R. 64 Leishman from W.J. Bostwick 6 NORAC 2003 - 6/20/03 64 7 Guilford Rail System 100 Supplemental Bulletin Order No. 3-006G - In Effect 0700 Friday, June 20, 2003	Page 5 1 questions. 2 Did you review any documents in 3 preparation for this deposition? 4 A Sure. 5 Q What documents were those? 6 A My verified statement was reviewed. 7 Q Anything else? 8 A The bulletins pertaining to the facts and 9 speed restriction summaries, timetable. 10 Q Operational bulletins, things of that sort? 11 A Uh-huh. 12 Q Did you discuss this deposition with anyone? 13 A Rob Culliford. 14 Q Anyone else? 15 A I discussed the temporary speed restrictions 16 with Larry Ferguson, and that's it. 17 Q Did anyone suggest to you how you should 18 answer questions this morning? 19 A No, sir. 20 Q Now, could you tell me your job title, 21 please? 22 A Sure. Director of Operating Rules for 23 Guilford Rail.

Page 22 1 told to do that? 2 A I called Mr. Leishman, asked him if he would 3 meet me at the crossing of Howard Street and 4 where we met. 5 Q When did you call him, do you recall? 6 A It was right after I talked to Mr. Culliford 7 to make sure he was going to be present. 8 That's all. 9 Q Did you tell Mr. Leishman in that telephone 10 call what you wanted to do? 11 A Yes. I told him I'd like to discuss the 12 placement of a derail. 13 Q Does the placement of a derail have anything 14 to do with your normal responsibilities as 15 the rules examiner? 16 A It sure does. Yes, it does. 17 Q In what respect? 18 A In what respect? If I'm asked to change a 19 physical feature on the railroad, I must 20 document that change. So, therefore, yes, 21 I'm involved in movements of switches, 22 placements of derail signals on a daily 23 basis.	Page 24 1 Q On December 12th, 2002, Mr. Pease was not 2 there when you -- 3 A No, sir. 4 Q -- met with Mr. Leishman? 5 A No, sir. I met with Mr. Leishman alone. 6 Q And what was the conversation with Mr. 7 Leishman? 8 A That we would be -- I asked him if he would 9 install a derail on his property just north 10 of Howard Street to prevent equipment from 11 rolling down onto our property, and that was 12 the discussion. 13 Q And what did he say? 14 A And he said, "Yes." He said, "I have no 15 problem with that." But he stated he would 16 not supply the derail, and I said, "Okay. 17 I'll look into supplying a derail for you, 18 the actual equipment." 19 Q And this was in the morning, according to 20 your recollection, in the morning of December 21 12th? 22 A Mid-morning, yeah. 23 Q Okay.
Page 23 1 Q So this was a normal part of your duties? 2 A Correct. 3 Q Did Mr. Culliford tell you why you were 4 supposed to place a derailer? 5 A Yes, to make sure that no equipment rolled 6 down onto our property. 7 Q Was there any other discussion that you had 8 with Mr. Culliford at that time? 9 A No, sir. 10 Q Now, I take it you did meet with Mr. Leishman 11 on December 12th? 12 A Correct. 13 Q What time of day was that, do you recall? 14 A Mid-morning, I believe. 15 Q Are you sure it wasn't late afternoon? 16 A No, I'm not sure. I believe it was in the 17 morning that day I met him. I could be 18 wrong. 19 Q Was there anyone else present when you met 20 with Mr. Leishman? 21 A No, sir. 22 Q Colin Pease was not present? 23 A No, sir.	Page 25 1 A Again, I could be wrong. 2 Q Did you then find a derail for him? 3 A Yes, I did. Yeah. 4 Q Where did you find it? 5 A I believe I got it here in Billerica. 6 Q And did you take it back to Mr. Leishman? 7 A Yes. 8 Q The same day? 9 A That's why I believe -- I'm not sure if our 10 conversation was the day, and I brought the 11 derail the day after; or if it was in the 12 morning, and I brought the derail back in the 13 afternoon. I can't recall how it worked, but 14 it was either the next day I brought the 15 derail or later that day I actually produced 16 a derail. 17 Q Was the first conversation with Mr. Leishman 18 by telephone or in person? 19 A The first conversation was to make sure he 20 was going to be there in person on the phone. 21 I said, "Are you going to be there?" He 22 said, "Yeah, I'll meet you." That was it. 23 Q And then you met him in the morning, you

Page 26 1 said? 2 A Right. 3 Q And then, at some point, you came back with 4 the derail, you think, in the afternoon? 5 A Yes. Right. 6 Q You don't know whether it's the same day or 7 not? 8 A No. It might have been the next day. 9 Again, -- But I know I brought the derail 10 back. It was in the afternoon. 11 Q And when you brought the derail back, was Mr. 12 Pease there? 13 A I don't recall. No, no. I do recall. No. 14 Peter was the only one there with me because 15 he actually helped me unload the derail, and 16 there was nobody else around. 17 Q And then what happened? 18 A I dropped off the derail with Peter. He 19 helped me unload it, and I asked him about 20 the location about where he'd put it, and he 21 showed me two head blocks; we call them 22 longer ties; and he showed me where it would 23 be installed and assured that it would be	Page 28 1 it was installed. 2 Q So you were waiting for the installation 3 before issuing the bulletin? 4 A Correct. 5 Q Do you know what time it was installed? 6 A Yeah. I watched them put it in place. When 7 I left, it was late afternoon, well, 8 mid-afternoon at that point. 9 Q So when you left, it was in place? 10 A It was in place, yes, sir. 11 Q In working operable condition? 12 A Yes. I can't attest to the mechanical 13 ability of the derail. That's not what I do. 14 But, yes, as far as I know, it was a working 15 derail and dropped it off. 16 Q Now, when you were there at the derail 17 location either time, did you see passenger 18 equipment on the Milford-Bennington line? 19 A Yes, I did. Yep. 20 Q Was there any conversation about that 21 passenger equipment? 22 A Yeah. I took a look at it. I asked him 23 about it, where he got it and stuff like
Page 27 1 installed there. 2 Q Why was it to be installed on the 3 Milford-Bennington line rather than Guilford? 4 A My instructions were to bring it up to Peter 5 and ask him if he would install it on their 6 property so if equipment got away and rolled, 7 it would derail on their property, not our 8 property. 9 Q Is it your understanding that the line 10 between the Milford-Bennington property and 11 the Guilford property is right there at 12 Howard Street? 13 A Correct. 14 Q Did you tell Mr. Leishman at any time that it 15 was important that he install the derail that 16 day because Mr. Fink might be driving by and 17 want to see it on? 18 A No, sir. 19 Q You never said that? 20 A No. I never said that. I said it was 21 important that the derail was applied that 22 day because my operational bulletin would 23 have to be issued, and I needed to know when	Page 29 1 that, just as curiosity. As far as the 2 operations of it, no, nothing like that. 3 Q Were you aware of the fact that 4 Milford-Bennington itself was not operating 5 because of winter conditions at that time? 6 A No. 7 Q You didn't know one way or the other? 8 A No, I was not aware. 9 Q When Mr. Culliford asked you to take the 10 derail to Mr. Leishman, did he mention 11 anything about the passenger equipment? 12 A Not to my recollection, no. 13 Q And he didn't say, or did he say why it was 14 important that day to take the derail over? 15 A He just said to prevent equipment from 16 rolling down, go have a derail put in. 17 Q He didn't explain, or you didn't understand 18 why December 12th rather than November 12th 19 or January 12th, is that right? 20 A No, I don't -- It made no difference to me 21 what day. 22 Q You didn't care? 23 A No.

Page 90 1 Q Okay. 2 A I'm a little confused. We're talking about 3 the time I went out there and met with him 4 about talking about placement of this derail, 5 correct? 6 Q Yes. 7 A I believe it was December 12th. 8 Q Okay. Did you have any meetings prior to 9 December 12th with Mr. Leishman? 10 A The initial phone conversation took place. I 11 went up there and visited with him, returned 12 back here and brought him the derail. As far 13 as I know, December 12th, on or about 14 December 12th was the conversation with him. 15 Q So, essentially, what you're testifying is 16 that you logged on to your computer at 11:30 17 in the morning of December 12th? 18 A No. 19 Q Is that what your computer -- 20 A No. The computer log, it was typed in on the 21 11th, I believe. Is that what it says on 22 there? No, the 12th. It says the 12th at 23 11:30, correct?	Page 92 1 A That was -- It was in June. It was while I 2 was monitoring the derail up there. 3 Q Had you ever met him before that? 4 A Never met him in my life. The first time I 5 ever met him and shook his hand. That was my 6 first time. 7 Q Are you aware that Mr. Pease worked at 8 Guilford at one point; you never met him when 9 he worked at Guilford? 10 A No, I never did. 11 Q If we could go to Exhibit 2. Now, you're 12 going to have to clarify this for me. Is it 13 your testimony that Paragraph 3 on Page 4, 14 would it be a violation of a NORAC rule or a 15 general safety practice if Milford-Bennington 16 were aware that Guilford itself were not 17 complying with its own bulletin and 18 Milford-Bennington failed to inform us about 19 that? 20 A That would be a violation of safety and NORAC 21 Rule 1 because they're not in compliance with 22 the bulletin that has been issued. 23 Q Who would be in violation of NORAC Rule 1?
Page 91 1 Q Yes. 2 A Yes. Okay. 3 Q When were you in Wilton? 4 A It wasn't at 11:30 on the 12th. 5 Q Was it prior to 11:30? 6 A It would have been prior to 11:30. 7 Q And when did you return with the derail? 8 A In the afternoon. 9 Q When did you return to the office? 10 A In the afternoon to type up the derail; to 11 type up the bulletin on the derail. 12 Q So, in any case, you did not issue this 13 bulletin until Mr. Leishman was in 14 agreement -- 15 A Correct. 16 Q -- that the derail was delivered? 17 A Correct. 18 Q Okay. Thank you. 19 Have you ever met Colin Pease? 20 A Yes. I met him in Wilton at the station one 21 morning. 22 Q Do you remember what date that was or what 23 time of year that was?	Page 93 1 A Guilford would be in violation of the 2 directive of the bulletin, and NORAC -- Let 3 me just take a look at NORAC Rule 1. Off the 4 top of my head, -- 5 Your question is would Guilford -- 6 Rephrase that again for me. 7 Q As I understand your testimony, failing to 8 adhere -- failing to comply with the bulletin 9 by a Guilford crew would be a violation of 10 Rule 1 by Guilford? 11 A Correct. 12 Q My question is: If Milford-Bennington were 13 aware that Guilford crews were violating the 14 bulletin and failed to inform anyone in 15 authority at Guilford, would that be a 16 further violation by Milford-Bennington? 17 A Absolutely. They must notify the dispatcher 18 we have a failure to adhere to a bulletin, 19 yes. 20 Q Had Milford-Bennington notify Guilford of 21 this violation, what would be the outcome of 22 that? 23 A The outcome if we were made aware?

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Docket No. NOR 42083

**GRANITE STATE CONCRETE COMPANY, INC. and
MILFORD-BENNINGTON RAILROAD COMPANY, INC.**

VS.

**BOSTON AND MAINE CORPORATION and
SPRINGFIELD TERMINAL RAILWAY COMPANY**

**VERIFIED STATEMENT OF F. COLIN PEASE
IN RESPONSE TO THE MOTION TO DISMISS FILED BY
BOSTON AND MAINE CORPORATION and
SPRINGFIELD TERMINAL RAILWAY COMPANY**

F. Colin Pease states as follows:

Prior to starting my consulting business in 1998 I worked for the Guilford Rail system beginning in June 1983 until I resigned from the company in July 1998. When I left Guilford in 1998 I served as the railroad's executive vice president. I worked closely with the railroad's president, David Fink and all of its officers. I was intimately familiar with Mr. Fink's views towards the Milford-Bennington Railroad and its president Mr. Peter Leishman. On a number of occasions while Executive Vice President of Guilford Rail I participated in discussions with Mr. Fink and on occasion the railroad's Vice President – Mechanical Mr. Jim Coffin a resident of Wilton regarding the fact that Granite State Industries operated a quarry in Wilton with severe operating limitations

including a restriction to daylight operations and a restriction on trucking product between Wilton and their processing plant in Milford.

In September, 2002 I was retained by Mr. Stuart Draper to assist him creating the Wilton Scenic Railroad ("WSR"). It was intended that the scenic railroad would operate over a section of railroad that is owned by the State of New Hampshire between the towns of Wilton and Bennington. In order to start a scenic railroad in New Hampshire, operate over state owned line and initiate service it is necessary to go through a public hearing process in order to form a railroad in the State of New Hampshire and explain the railroads plans. Wilton Scenic followed this procedure and a representative from Guilford rail attended the public hearing. It is also necessary to enter into a lease agreement with the State in order to use the state owned rail line, to develop an extensive program to rehabilitate the rail line to be used by the scenic railroad, hire contractors to perform the work and to enter into an operating arrangement with the Milford-Bennington Railroad. The Milford-Bennington conducts freight operations over a portion of the same line that is used by the Wilton Scenic.

In October of 2002 the Wilton Scenic purchased two RDC cars from BC Rail in British Columbia. The cars were shipped by rail from Vancouver to Wilton New Hampshire over Canada's Via rail, Canadian National Railways, New England Central Railroad and the Springfield Terminal Railroad. The rail cars arrived in Wilton New Hampshire in late November.

During the process of moving the cars to Wilton, Wilton Scenic's President, Stuart Draper wrote to Mr. David Fink at Guilford rail to determine if Mr. Fink would be willing to lease an unused yard track in their Wilton yard to be used to store the two RDC cars. Mr. Draper also expressed an interest, at some point, in operating over several hundred feet of Guilford track so that the Wilton Scenic Railroad could use a rail freight house owned by the Wilton Scenic for a passenger station facility. Guilford's Corporate Counsel replied to Mr. Draper responded to Mr. Drapers letter stating that Guilford would not consider any operations over their track unless the Wilton Scenic provided \$75 million in liability insurance, a financial impossibility. Mr. Culliford also indicated verbally that Guilford would not consider leasing the unused yard track. Failing to reach an agreement on the storage option I told Mr. Rob Culliford, Guilford's Corporate Counsel that the cars would be stored on the State owned line just beyond milepost 16.36 for the winter. As Milford-Bennington does not operate during the winter months and Guilford indicated that they would not be operating between milepost 16.36 and Pike Industries, a quarry located on the Milford-Bennington line, storage of the cars on the main line did not create any problems for either carrier.

On December 12, 2002 I was in Wilton New Hampshire working on various projects to support start up of Wilton Scenic operations. Late in the afternoon I was inspecting the two Wilton Scenic RDC cars that had been parked and secured for the winter just beyond milepost 16.36 when Andy Zompa from Guilford Rail arrived in his vehicle and left a portable derail device and asked that it be installed on State owned track just beyond milepost 16.36. It was clear from our conversation that he was delivering the derail

because Mr. Fink had insisted that it be delivered immediately and it was also clear that the derail was sent by Guilford because they were for some reason concerned about the two passenger cars even though Guilford to my knowledge never inquired how the cars were secured. The Mr. Zompa said that he had to remove the derail from some other location on their railroad as one was not available in inventory and he asked Mr. Leishman to install it. Mr. Leishman said he would as it would not cause any operating problems over the winter and he had no interest in creating a fight with Guilford. Our discussions were friendly and at no time did anyone mention that the derail was to be used to in any way control freight operations. As I said at that time no Milford-Bennington freight operations were running as the railroad was shut down for the winter since its only customer, Granite State Concrete shuts its quarry down for the winter. We were all aware that Mr. Fink lived in a neighboring town and that the employees from Guilford wanted to be sure the portable derail was installed that evening in case Mr. Fink were to drive by to check. The employee was clearly concerned that he would get in trouble if the derail was not in place that night and clearly believed that Mr. Fink would personally check.

I had no discussion and I am not aware that there was any discussion regarding the derail device throughout the winter. In the spring prior to the resumption of rail freight service by Milford-Bennington the two RDC cars were moved from their location in Wilton to a remote section of the railroad approximately three miles from Wilton and milepost 16.36. They were stored on a siding that had also been used by Guilford rail when they placed rail cars to be loaded at a quarry owned by Pike Industries. The siding was protected by

19 and I wanted to be sure that they were not planning any weekend operations, as the line would be closed.

On June 5, representing the Wilton Scenic Railroad, I participated in a track inspection of the State owned line from milepost 16.36 to approximately milepost 27. Mr. Leishman also participated. The inspection was conducted by a track safety inspector from the Federal Railroad Administration and a federally qualified track inspector from the New Hampshire Department of Transportation. Both inspectors and I walked the first three miles of track. During the inspection both inspectors inspected the derail device placed near milepost 16.36. The derail device was in the open and locked position and neither took any exception to the fact that the device was open.

On about June 10 I again contacted Mr. Rob Culliford at Guilford Rail to ask for a meeting between Guilford, the Wilton Scenic Railroad and the Milford-Bennington Railroad. I told Mr. Culliford that at some point in the near future it was the intent of the Wilton Scenic to initiate service during the week as well as on weekends. I told them that it would no longer be feasible to use the derail as its use would severely impact the efficiency of both freight carriers and that I wanted to make sure that a sound plan was agreed to by all carriers to safely control train operations in the corridor. I also told Mr. Culliford that I had been working with the FRA Office of Safety to make sure that the FRA was in agreement with Wilton Scenic plans for initiating operations. Mr. Culliford suggested that a meeting might not be necessary and that we could possibly accomplish our objectives by phone.

On June 18, 2003, in anticipation of a meeting with Guilford I wrote another letter to Mr. Robbins at the FRA explaining how the Wilton Scenic would abide by the various FRA safety regulations. I wrote the letter because it was the intention of the Wilton Scenic to commence weekday operations and the use of the derail to separate Wilton Scenic from the nations railroad system would no longer apply. There had been no discussion between me and any representative from Guilford that would have led me to believe that Guilford intended the derail device to be used for controlling the operation of freight services in the corridor.

On June 19 I spoke with both Mr. Draper and Mr. Leishman and they informed me that that Mr. Leishman had encountered Mr. Syd Culliford, VP Operations for Guilford Rail and three other Guilford employees standing near MP 16.36. Mr. Draper told me that Mr. Leishman had asked him to join him before engaging in a conversation because Mr. Leishman believed it would be important to have a witness to any conversation that took place. Mr. Draper is the Chairman of Wilton's Board of Selectmen, in addition to being President of the Wilton Scenic Railroad. Mr. Draper agreed to verify a statement made by Mr. Leishman about the encounter. Shortly after the encounter between Mr. Culliford and Mr. Leishman on June 19 and on either June 19 or June 20 I again spoke with the Mr. Rob Culliford hoping to calm emotions after what was apparently a heated discussion. My efforts apparently didn't have the desired effect but during my conversation with Rob Culliford he told me that Guilford had no issues with the Wilton Scenic, as Guilford would no longer be operating beyond milepost 16.36. He said that, since Guilford would

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Docket No. NOR 42083

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MILFORD-BENNINGTON RAILROAD COMPANY, INC.**

VS.

**BOSTON AND MAINE CORPORATION and
SPRINGFIELD TERMINAL RAILWAY COMPANY**

**VERIFIED STATEMENT OF PETER R. LEISHMAN
IN RESPONSE TO THE MOTION TO DISMISS FILED BY
BOSTON AND MAINE CORPORATION and
SPRINGFIELD TERMINAL RAILWAY COMPANY**

Peter R. Leishman States as follows:

The Milford-Bennington has operated a train between the Granite State excavation site in Wilton, New Hampshire and its processing plant in Milford for some 11 years. Milford-Bennington was formed for the purpose of providing this service because when the excavation site was permitted Granite State's permit required that stone move by rail, not by truck as the trucks would have had to travel directly down the main street of the small town of Wilton. I have read the permit document issued by the town of Wilton and the document also restricts the excavation site to operations only between the hours of 6:30 am and 6:30 pm Monday through Friday. This is a public document and these

restrictions are well known to many in town and I believe have been well known by Guilford for many years.

For approximately the first five years when the Milford-Bennington operated under its trackage rights agreement over Guilford lines between milepost 16.36 and the Granite State stone processing facility at approximately milepost 13.5 it was possible to deliver four stone trains per day. At the time the Guilford track was maintained to a condition that permitted speeds of 10 MPH and in its agreement with MBR Guilford stated that it's goal was to install welded rail on the line. However, by the mid 1990's the Guilford line began to deteriorate to a point where Guilford track crews found it necessary to lower speeds to 5MPH, a speed that is even below those envisaged under excepted track conditions. Guilford did not invest the sums necessary to restore the line so that it met FRA class 1 track safety standards for safe operations at 10 mph or even excepted track standards that permit operations at 10 MPH. Excepted track is track that doesn't even meet the minimum FRA class 1 standards. As the speeds decreased it became impossible to deliver four trains and MBR was only able to deliver 3 trains per day within time limits during which the Granite State excavation site can be operated. When our operations started Granite State had planned on a consistent delivery of four trains per day. Also early in MBR operations MBR rehabilitated its line and today the line is operated at 25 MPH and is maintained for speeds that are substantially higher.

Recently Guilford has restricted my hours of operations first to the hours of 1:00 AM to 8:00 AM and now to the hours of 4:00 AM to 1:PM. In statements they have said that

they don't see why I can't deliver three trains per day. Guilford Rules Examiner, Andy Zompa has recently ridden a MBR train though when invited to ride for the entire distance on both Guilford and on MBR he refused to ride over MBR track and was thus not able to gain a full understanding of what it takes to load, unload and operate a round trip service. Had he taken the time to truly understand the operation he could not have submitted the verified statement he did.

Milford-Bennington crews report for work at 6:00 am, 30 minutes before the Granite State excavation site can start operations under their permit and they use this time to inspect their train and assure that it meets all safety requirements for the day's operations. At 6:30 AM they load their train and that takes approximately 30 minutes and at approximately 7:00 they leave for Milford. If the Guilford dispatcher gives them a quick clearance, something that has not always happened, they will arrive in Milford at approximately 8:00 AM. It takes about 45 minutes to unlock the derail at MP 16.36, relock it and travel the 3 miles over Guilford track at no more than 5 mph. Upon arrival at Granite State the crew switches the cars into the plant and unloads their train, an operation that takes about an hour and 15 minutes. By 9:15 AM they are ready to return to Wilton. The return trip takes about 50 minutes and at 10 AM the crew is ready to load again. The loading process is completed at 10:35 AM and if the dispatcher grants a quick approval the train departs and arrives in Milford at approximately 11:10. Again the crew switches the cars into the processing plant and unloads the stone, a process that takes about an hour and 15 minutes. If the train does not depart by 12:15, and again it takes about 45 minutes to traverse the 3 miles of Guilford track, it is impossible to arrive at

Wilton by 1:00 PM after which Guilford has prohibited operations over Guilford track. On many days the operation has not operated this smoothly. Guilford manager's have stopped and boarded the MBR train to inspect the crew's credentials, even though the crew just recently went through Guilford's "derail" school and is listed as approved to operate with Guilford's dispatchers. On one day MBR experimented with loading the train in Wilton in the afternoon so the crew could depart exactly at 6:30am. This saved the crew 30 minutes but not nearly enough time to make a third round trip that takes about 3.5 hours under ideal conditions.

Guilford has suggested that the MBR run on weekends. The suggestion is at best disingenuous as Guilford is fully aware that the Granite State excavation facility cannot operate and thus load a train on weekends. As stated above and in Granite State's permit the excavation facility can only operate Monday through Friday from 6:30 AM to 6:30 PM.

Guilford has suggested that Granite State could enlarge their rail facilities at the excavation facility and at the processing plant and that such actions could be done relatively easily. They are wrong and they could not have made these statements honestly if they had performed a physical inspection of the sites. Guilford knows that it was Guilford who originally insisted on a 10-car restriction for MBR trains and the trackage rights agreements so provides. Knowing the 10-car restriction the Granite State facilities were designed and built to accommodate the restrictions. To lengthen the rail siding at the excavation site Granite State would have to relocate an existing haul road

and remove a substantial amount of ledge. Prior to commencing any work in Wilton Granite State would first have to seek Wilton planning board review and approval a difficult and lengthy process. In Milford at the processing plant it would be necessary to extend the siding across an existing wash pond. There is no room to add a siding off the existing siding as the existing siding runs between the wash pond and the washed sand pile. To enlarge the siding the wash pond would need to be filled and the sand conveyor and wash towers at the plant would need relocating. Even if this were done more than ten cars on the siding would block the road crossing to the Granite State facility and to two other businesses. Finally it would be necessary to purchase an additional 5 stone cars.

Guilford and MBR both operate over MBR's rail line. MBR serves Granite State and Guilford under a trackage rights agreement with MBR procures stone at another facility owned by Pike Industries. When Guilford insisted on the placing of a derail on December 12, 2002 they did so because they were concerned over two passenger cars that had recently been received by the Wilton Scenic Railroad. At the time neither Guilford nor MBR were operating freight services as the quarries had been closed for the winter. When freight service started in the spring the passenger cars were relocated to a safe location on a siding at approximately MP 19 on Milford-Bennington's rail line. The siding was protected by two derails installed by Milford-Bennington. From early spring until June 19 both Guilford and MBR operated without using a derail device at milepost 16.36. From early spring until May 17 it wasn't there as the temporary device was removed when the passenger cars were relocated. Guilford crews were fully aware the derail was not there as they were operating on MBR track and they could clearly see it

was not there. Soon after May 17 when passenger service had begun, Guilford insisted on the installation of a permanent derail at MP 16.36. I agreed to install it and had a clear discussion with Andy Zompa and others about its use. There was no misunderstanding by them or by me that the derail was placed because passenger service had begun and there was no misunderstanding that the derail device would be used only during passenger train operations. This understanding was further confirmed as after the installation of the derail Guilford trains operated over the open derail. Guilford inspectors inspected their track weekly up to MP 16.36, where the new derail was located. They all saw that the derail was kept in the open position for freight, which is safe, proper, and in conformance with NORAC rules, the operating rules used by both Guilford and MBR. At no time did a Guilford train crew pass over the derail, stop and close it. They knew the rules and they knew it was there only for the passenger service and they left it open for freight service.

Guilford alleges that Guilford and MBR must operate separately. The fact is they do and they have for 11 years. MBR receives clearance from Guilford dispatchers before operating over three miles of Guilford rail line. Approval is granted by dispatchers only when it is safe to operate and when there is no risk that MBR and Guilford trains could be involved in an accident. Guilford serves its line infrequently. It has one primary customer who receives a few cars per week. It has another who receives only a few cars in the winter. The fact is they do not use their line with any frequency and most days dispatchers are able to grant MBR broad latitude to operate as Guilford trains are not operating at all. There is no reason whether because of safety or any other valid

consideration that would prohibit continuation of operations by MBR so it can serve its customer as agreed to in its trackage rights agreement and as demanded by the customer.

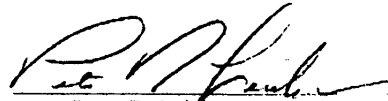
VERIFICATION

STATE OF NEW HAMPSHIRE)

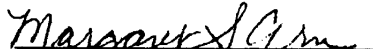
)ss:

COUNTY OF HILLSBOROUGH)

I, Peter R. Leishman, being duly sworn, depose and state that I am President of Milford-Bennington Railroad Company, Inc. ("Milford-Bennington"); that I am authorized to sign the foregoing "Verified Statement" on behalf of Milford-Bennington, that I have examined all of the statements contained in the "Verified Statement"; and that all such statements are true and correct to the best of my knowledge and belief.


Peter R. Leishman

Subscribed and sworn to before me
This 22nd day of July, 2003


Notary Public

My Commission Expires: _____

MARGARET S. ARN, Notary Public
My Commission Expires June 3, 2005

D

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Docket No. NOR 42083

**GRANITE STATE CONCRETE COMPANY, INC. and
MILFORD-BENNINGTON RAILROAD COMPANY, INC.**

VS.

**BOSTON AND MAINE CORPORATION and
SPRINGFIELD TERMINAL RAILWAY COMPANY**

VERIFIED STATEMENT OF F. COLIN PEASE

F. Colin Pease states as follows:

I worked for the Guilford Rail system beginning in June 1983 until I resigned from the company in July 1998. When I left Guilford in 1998 I served as the railroad's executive vice president. I worked closely with the railroad's president, David Fink and all of its officers. Since leaving Guilford I have operated my own consulting business.

In September, 2002 I was retained by Mr. Stuart Draper to assist him creating the Wilton Scenic Railroad ("WSR"). It was intended that the scenic railroad would operate over a section of railroad that is owned by the State of New Hampshire between the towns of Wilton and Bennington and operated by the Milford-Bennington Railroad. Since the Milford-Bennington was already operating a successful freight railroad over the same rail line that would be used by the Wilton Scenic it was determined that it would be prudent to contract out many of the operating and mechanical functions of the Wilton Scenic to

the Milford-Bennington. During the planning and start up phase of the scenic railroad I worked very closely with the Milford-Bennington's president, Mr. Peter Leishman in planning the rail operations and managing a major rehabilitation project to upgrade track that would be used by the scenic railroad but that was not used in daily operations by the Milford-Bennington.

In October of 2002 the Wilton Scenic purchased two RDC passenger cars from BC Rail in British Columbia. The cars were shipped by rail from Vancouver to Wilton New Hampshire over Canada's Via rail, Canadian National Railways, New England Central Railroad and the Springfield Terminal Railroad (Guilford). The rail cars arrived in Wilton New Hampshire in late November of 2002.

During the process of moving the cars to Wilton, The Wilton Scenic's owner and President, Stuart Draper and I kept Guilford rail informed of our progress and made several requests to lease a portion of a small rail yard in Wilton that is owned by Guilford. We wanted to store the newly acquired rail passenger cars on a Guilford owned side track for the winter. Mr. Draper also expressed an interest, at some point, in operating over several hundred feet of Guilford track so that the Wilton Scenic Railroad could use a rail freight house owned by the Wilton Scenic for a passenger station facility. Guilford's Corporate Counsel Rob Culliford responded to our request stating that Guilford would not consider any operations over their track unless the Wilton Scenic provided \$75 million in liability insurance, which was a financial impossibility for Wilton Scenic. Mr. Culliford also indicated verbally that Guilford would not consider

leasing the unused yard track. Failing to reach an agreement on the storage option I told Mr. Rob Culliford that the cars would be stored on the Milford-Bennington line that was state owned line in the center of the town of Wilton just beyond milepost 16.36 for the winter. Guilford ownership ends and state ownership begins at milepost 16.36. The storage location was approximately 50 feet from mp 16.36, adjacent to a parking lot and the town's post office. The Milford-Bennington does not operate during the winter months and Guilford indicated that they would not be operating during the winter between milepost 16.36 and Pike Industries, a quarry located on the Milford-Bennington line. Storage of the cars on the main line did not create any problems for either carrier. The handbrakes on the cars were applied and they were also secured by means of a device called a skate so that they could not inadvertently move.

During my work for the Wilton Scenic I traveled to Wilton frequently to meet with Mr. Draper, to meet with the Milford-Bennington, and particularly its president, Mr. Peter Leishman planning for the rehabilitation of the railroad and developing an operating plan for the Wilton Scenic Railroad.

On December 12, 2002 I traveled to Wilton and met with Mr. Draper at approximately 11:00 AM. I was working on various projects to support start up of Wilton Scenic operations and I spent several hours with Mr. Draper discussing our business plan and planning our future activities. Mr. Draper's office is in the center of the small town of Wilton and a short walk from the location where the passenger cars were safely secured and stored for the winter. After our meeting and lunch I went over to where the

passenger cars were stored. The cars had recently arrived from Vancouver and everybody working on the scenic railroad project was understandably excited about their arrival. When I got to where the passenger cars were parked I met up with Mr. Leishman who was working in the area. We talked about the cars and work that was being performed to check out various mechanical systems.

As we were talking Andy Zompa from Guilford Rail drove up in his vehicle. Mr. Zompa stayed for about an hour during which time he said that he had been ordered to bring a derail device and install it in order to prohibit the two passenger cars from rolling down onto Guilford owned track, a distance of about 50 feet. Mr. Zompa said he was ordered to get a derail and take it to Wilton. Since he did not have one in inventory, he said that he had to remove the device from another location on Guilford. It was not a so called permanent derail device that is installed in the track structure but a portable device that is fastened directly to the rail. Mr. Zompa made it very clear that he was concerned that Mr. David Fink would drive to Wilton that evening to verify that the derail was installed. He told us that he was afraid that if Mr. Fink were to find that the derail was not installed, Mr. Zompa could lose his job. Mr. Fink lives in the town of Amherst, New Hampshire, just a few miles from Wilton and Mr. Zompa was very aware that Mr. Fink lived nearby. Mr. Leishman was clearly sympathetic to Mr. Zompa's plight and agreed to place the derail on the rail but commented that it was so flimsy that it was not likely to hold a car even if a car should get away. He also made it very clear that the cars were well secured and that they could not possibly roll onto Guilford property. I asked Mr. Zompa why everyone was so worked up over two passenger cars stored on a remote section of

railroad next to a lightly used line and he replied that I should understand why more than anybody. Mr. Zompa was well aware of who I was and that I had worked for Guilford for many years as its Executive Vice President. I inferred from Mr. Zompa's statements that everyone was involved because Mr. Fink was involved and issuing instructions.

Our discussions were friendly and relaxed. At one point Mr. Zompa mentioned that his girl friend had lived in Florida and that it would be nice to work down there sometime. I told him that I had recently had a heart attack and that I had difficulty with cold weather and shared his interest in living in warmer climates. I told him that if he ever wanted to move that I had a number of friends who worked for CSX in Jacksonville and I would be happy to help him find some contacts in the event he wanted to pursue employment with CSX.

Mr. Leishman also joined in the conversation and expressed surprise at what we both perceived as a dramatic overreaction by Guilford, sending their rules examiner out to find a derail somewhere, deliver it to Wilton and ask that it be installed. Mr. Leishman said several times that it wouldn't bother anyone or cause any harm as no freight service would be running until the spring and it was clear that he was willing to use the derail to protect the passenger cars to keep Mr. Zompa from getting in trouble. At no time did anyone, including Mr. Zompa, mention that the derail was to be used in any way to control freight operations. All of our conversations with Mr. Zompa related to the use of the derail for the winter to prevent any possibility that the passenger cars might roll onto Guilford track. I was there during the entire discussion of the derail between Mr. Zompa

and Mr. Leishman on the afternoon of December 12, 2002. I saw Mr. Zompa remove the portable derail from his vehicle and put it on the ground and I saw Mr. Leishman place it on the rail in the Milford-Bennington's main line. I spoke at some length with Mr. Zompa and Mr. Zompa clearly knew my name and knew who I was. At no time then or during our later planning for service initiation of the Wilton Scenic was I under any impression that Mr. Zompa or anyone from Guilford that I spoke with had any intention that the derail was to be closed during the operation of freight service on the Milford-Bennington line.

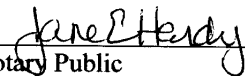
VERIFICATION

COMMONWEALTH OF MASSACHUSETTS)
)ss:
COUNTY OF MIDDLESEX)

I, F. Colin Pease, being duly sworn, depose and state that I have examined all of the statements contained in the "Verified Statement"; and that all such statements are true and correct to the best of my knowledge and belief.


F. Colin Pease

Subscribed and sworn to before me
This 8th day of July, 2003 November, 2003


Notary Public
JANE E. HARDY, Notary Public
My Commission Expires May 9, 2008
My Commission Expires: _____

E

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Docket No. NOR 42083

**GRANITE STATE CONCRETE COMPANY, INC. and
MILFORD-BENNINGTON RAILROAD COMPANY, INC.**

VERIFIED STATEMENT OF PETER R. LEISHMAN

Peter R. Leishman states as follows:

In a recent deposition of Andrew Zompa on October 31, 2003, he made a statement that he attended a meeting on December 12, 2002 at which **only** he and I were present.

Indeed, I was present at a meeting on December 12, 2002, which took place in Wilton, New Hampshire in a parking lot adjacent to the railroad line operated by the Milford-Bennington Railroad at Howard Street in Wilton. Howard Street is at the point where Milford-Bennington operations end and where Guilford Rail operations begin. It is also approximately 50 feet from where two rail passenger cars were being stored for the winter of 2002-2003 for the Wilton Scenic Railroad. The meeting took place in the afternoon. I had received a telephone call from Mr. Irwin Towle and Mr. Zompa asking that I meet Mr. Zompa on December 12 at Howard Street.

Contrary to the statement made by Zompa, F. Colin Pease was, also, present at that meeting. The subject of the discussion was the placement by Zompa of a portable derail mechanism on the trackage controlled by MBRR. Both Pease and I questioned the location and need for the derail as the passenger equipment stored on the trackage was already secured by hand brakes and two skates, which are devices that act like chocks against the wheels of the rail cars. In addition the trackage where the passenger cars were stored is level. Furthermore, a derail device was already installed on Guilford property approximately 600 feet along the rail line from Howard Street. At no time was there any discussion that this was to be permanent location for a derail and at no time was there any discussion or agreement that a derail would be used to in any way control our freight service or Guilford's operation over our line. On December 12, 2002 our freight service had been shut down for the winter and was to resume in the spring.

Mr. Zompa's testimony regarding the meeting on December 12 contains a number of false statements and does not accurately reflect the events of this day and especially does not accurately represent statements he made to me and Mr. Pease on December 12. On November 3, 2003, I had a telephone conversation with Mr. Zompa in which I asked him why he had not admitted in his deposition that Mr. Pease was present on December 12, 2002. Mr. Zompa acknowledged that Mr. Pease was present and said that he was "doing what he had been told" and would lose his job if he did not.

On November 4, 2003, I returned an early phone call(s) from Mr. Zompa in which he was

scheduling a rules class regarding operations on the Hillsboro Branch. I questioned the need for a class as my employees and I had already attended two rules classes in the previous six months and all of us had consistently passed all rules requirements. It is normal to attend one per year and highly unusual to be required to attend two, particularly when all of our employees had passed our exams. Requiring three classes in a six month period is unheard of. Nevertheless, Mr. Zompa informed me that all of my employees including myself would be required to travel to No. Billerica for a refresher class concerning operations within yard limits. When I questioned Zompa about the need for a third class within the last 6 months, he gave me no explanation for the class other than we were required to. I requested that the "refresher" class be held in Wilton New Hampshire, which he accepted, as we agreed there was no need for another written test. When Mr. Zompa came to Wilton he instructed me and my employees about operations under yard limit rules, something we were already very familiar with.

At the conclusion of the discussion regarding yard limit rules, Mr. Zompa announced he was requiring everyone to take a written examination. While we were all surprised by his actions everyone passed. A rules exam is normally more than 20 questions and requires an 85% grade or better to pass. The exam that Zompa administered was only 20 questions. The questions were crafted so that one had to be very careful not to be lead to the wrong answer particularly since missing 4 out of 20 would disqualify an employee from operating over Guilford lines. It is my strong belief that the exam was crafted especially for this one occasion in the hopes that one or more of my employees would fail.

At the conclusion of the exam, I asked Mr. Zompa if I could have a word with him privately. He agreed. I again asked Mr. Zompa why he lied in his deposition regarding Pease's attendance on December 12. He appeared to be very uncomfortable just shrugged and said "I'm just trying to keep my job."

Throughout Mr. Zompa's deposition, he misrepresented the facts. On page 26 for example, he stated I "showed" him two head blocks for the derail. Headblocks are extra long ties that are used to anchor a specific kind of derail device. Head blocks were completely unnecessary for a simple non-spike down portable derail Mr. Zompa had delivered on December 12. We never discussed headblocks and I never showed them to him and because they were unnecessary for the derail he had delivered; we didn't use them. In fact when Guilford insisted on the installation of a more permanent derail delivered on or about May 19, 2003. That derail was spiked to the gage (inside) of the track again requiring no head blocks.

Further, on page 28 referring to the installation of the portable derail Mr. Zompa states that he "watched them put it in place." On December 12 I had no employees working as all of my employees had been laid off for the season in November. Earlier in his deposition he stated that only he and I were present for the derail discussion. His statement that only two of us were there was false and this later reference to "them" is further support for the fact that Mr. Zompa clearly remembers that Mr. Pease was also present for Mr. Pease and I both went over to the location where I placed the portable derail on the track.

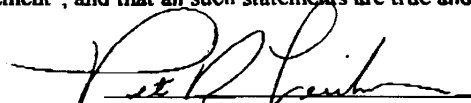
I have known Mr. Zompa for some time and prior to December 12, 2002 he worked cooperatively with me and my employees. We run a safe railroad, we follow the rules and no Milford-Bennington employee has every failed a Guilford rules exam or been cited for failing to follow Guilford's operating rules. Mr. Zompa worked with all of us to help make the railroad safe. He had never shown any animosity toward me or my railroad.

It is clear to me based on conversations I have had with him and based on the false statements in his deposition that someone at Guilford is apparently intimidating Mr. Zompa to misrepresent the facts or face the consequences.

VERIFICATION

STATE OF NEW HAMPSHIRE)
)ss:
COUNTY OF HILLSBOROUGH)

I, Peter R. Leishman, being duly sworn, depose and state that I am President of Milford-Bennington Railroad Company, Inc. ("Milford-Bennington"); that I am authorized to sign the foregoing "Verified Statement" on behalf of Milford-Bennington, that I have examined all of the statements contained in the "Verified Statement"; and that all such statements are true and correct to the best of my knowledge and belief.


Peter R. Leishman

Subscribed and sworn to before me this
11th day of November, 2003.


Notary Public
My Commission Expires:

My Commission Expires 9/17/08