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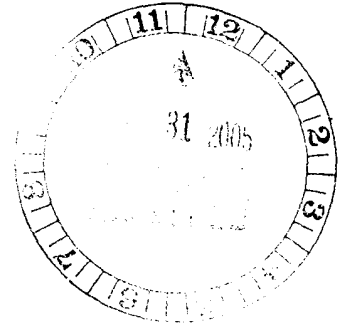
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May 25, 2005

VIA FACSIMILE

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

ENTERED
Office of Proceedings
MAY 31 2005
Part of
Public Record



Re: Finance Docket No. 28676 (Sub No.-5) (Arbitration Review)

Dear Secretary Williams:

On behalf of Canadian National/Grand Trunk Western Railroad (the "Carrier"), I am writing regarding the document entitled "Absolute Background Necessary Information Presented In Affidavit Form Under Oath" filed on May 23, 2005 by Larry G. Thornton in the above-referenced case. This latest filing by Mr. Thornton comes in response to the Carrier's Response in Opposition to the Petition for Review filed by Mr. Thornton on behalf of T.W. Black and T.K. Sorge ("Claimants"). As such, Mr. Thornton's purported "Affidavit" is an impermissible reply to a reply under 49 C.F.R. § 1104.13(c), and for that reason alone should be stricken from the record.

To the extent the Board considers Mr. Thornton's latest filing, the Carrier respectfully requests that the Board also consider the following points in rebuttal. First, much of Mr. Thornton's "Affidavit" consists of his recitation of various events associated with his long-standing feud with the Brotherhood of Railway Carmen ("BRC"). None of these events have any bearing on the merits of the underlying claim for protective benefits denied by Arbitrator Thomas Rinaldo in the Award that is the subject of Claimants' Petition for Review. However, Mr. Thornton's ongoing crusade against his former union described in his "Affidavit" further demonstrates that he is completely at odds with BRC, and has no authority to interpret agreements negotiated by BRC. Thus, Arbitrator Rinaldo properly determined that the exclusive forum for resolving Claimants' claims for protective benefits was an arbitration panel established by the Carrier and BRC, and that the panel he had been selected to chair with Mr. Thornton acting as the employee representative lacked jurisdiction over those claims.

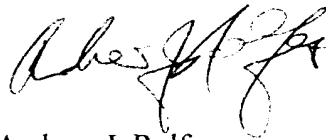
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The remainder of Mr. Thornton's "Affidavit" simply repeats various arguments already made in support of Claimants' Petition in an effort to demonstrate that Mr. Rinaldo's interpretation of the implementing agreements at issue in this case was incorrect. As demonstrated in the Carrier's Response to the Petition, Claimants' arguments are misplaced. Arbitrator Rinaldo's interpretation of the applicable agreements is consistent with both the plain language of those agreements and the well-established principle that employees seeking the benefit of the Board's labor protective conditions have an obligation to accept available employment opportunities in order to remain eligible for protective benefits. More importantly, however, mere disagreement over the proper interpretation of the applicable agreements falls far short of establishing that Arbitrator Rinaldo's Award was so irrational as to warrant review under the Board's Lace Curtain standard.

Accordingly, to the extent the Board considers Mr. Thornton's "Affidavit," the Carrier respectfully submits that nothing contained therein is sufficient to justify review of Arbitrator Rinaldo's Award.

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew J. Rolfes", with a stylized, cursive script.

Andrew J. Rolfes

AJR/bc

cc: Larry G. Thornton (via reg. mail)
T.W. Black (via reg. mail)
T.K. Sorge (via reg. mail)