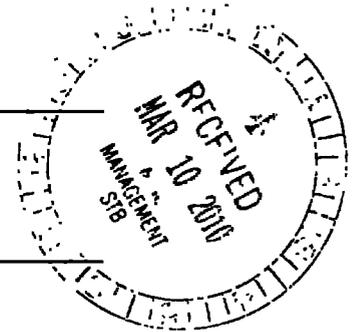


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BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. AB-290 (Sub- No. 311X)



NORFOLK SOUTHERN RAILWAY COMPANY
PETITION FOR EXEMPTION
ABANDONMENT OF RAIL FREIGHT SERVICE OPERATION –
IN THE CITY OF BALTIMORE, MD AND BALTIMORE COUNTY, MARYLAND

REPLY TO NORFOLK SOUTHERN'S AND MTA'S
REPLY TO OFFEROR'S MOTION TO AMEND

1. James Riffin (“**Riffin**”), Zandra Rudo, Carl Delmont, Lois Lowe, and Eric Strohmeyer, collectively, the “**Offerors**” or “**Protestants**,” herewith jointly file this Reply to Norfolk Southern Railway Company’s (“**NSR**”), and Maryland Transit Administration’s (“**MTA**”) Reply to the Offerors’ February 24, 2010 Motion to Amend (“**Reply**”), and state:

2. A reply to a reply is not permitted by the STB’s rules. However, if the reply to a reply makes the record before the STB more complete, the STB may permit a reply to a reply. The Offerors would ask that the STB permit this reply to a reply, for this pleading does make the record more complete by providing the STB with Maryland case cites which address the issue raised by NSR and the MTA: Whether it is legally permissible for Riffin to sign pleadings on behalf of the other Offerors.

3. In a pleading filed on March 4, 2010, the MTA adopted the pleading filed by NSR on March 2, 2010.

4. In its March 2, 2010 pleading, NSR repeated its objection to Riffin signing the names of the other Offerors on pleadings jointly submitted by the Offerors, each in their individual capacity.

5. In ¶8 of the Offeror's February 24, 2010 Reply to Motion to Strike, the Offerors stated that for administrative purposes, they would file one pleading signed by all of the Offerors, rather than filing five identical pleadings, each signed by one Offeror.

6. NSR, in its March 2, 2010 pleading, objects to Riffin signing the names of the other Offerors on their behalf. NSR argues that Riffin is improperly "representing" the other Offerors.

7. ¶3 of the Offerors' January 5, 2010 Notice of Intent to Participate as a Party of Record, and ¶5 of the Offerors' January 5, 2010 Notice of Intent to File an Offer of Financial Assistance, contains the statement:

"The Offerors, by signing below, acknowledge and authorize James Riffin to sign on their behalf, all future pleadings or filings associated with this proceeding. Eric Strohmeier, and all additional participants, will submit separate signature authorizations to the Board."

8. Each of these two filings were personally signed by each of the Offerors, other than Eric Strohmeier. In a March 4, 2010 filing by Mr. Strohmeier, he stated that Riffin has his authority to sign his name on his behalf on pleadings filed in this proceeding.

9. "Actual authority is 'the power of an agent to affect the legal relations of the principal by acts done in accordance the principal's manifestations of consent to him.' " *Bank of So. MD. v. Robertson's*, 39 Md. App. 707, 716 (1977).

10. Maryland's Commercial Article states:

"Section 3-401. Signature

(1) No person is liable on an instrument unless his signature appears thereon.

(2) A signature is made by use of any name, including any trade or assumed name, upon an instrument, or by any word or mark used in lieu of a written signature.

“Section 3-403. Signature by authorized representative.

(1) A signature may be made by an agent or other representative, and his authority to make it may be established as in other cases of representation. No particular form of appointment is necessary to establish such authority.”

11. In *Rezapolvi v. First National Bank*, 296 Md. 1, 12-13 (1983), Maryland’s Court of Appeals stated:

“*First*, there simply was no unauthorized signature for purposes of the Uniform Commercial Code. Section 1-201 (43) states that an “ ‘[u]nauthorized signature or indorsement’ means one made without actual, implied or apparent authority, and includes a forgery.” In *Taylor v. Equitable Trust Co.*, 269 Md. 149, 156, 304 A.2d 838 (1973), this Court, citing §1-201 (43), pointed out that where the authority to sign an instrument was expressly given by a principal to an agent, or implied, or based on apparent authority, the signature was not an unauthorized one under the Uniform Commercial Code. The rule was the same before the adoption of the Code. *Trust Co. v. Subscribers, Etc.*, 150 Md. 470, 475-476, 133 A. 319 (1926); *Building Association v. Fisher*, 140 Md. 666, 670, 118 A. 164 (1922) (stating that ‘the signature of any party to a negotiable instrument may be made by ‘a duly authorized agent,’ that no particular form of appointment is necessary, and that ‘the authority of the agent may be established as in other cases of agency’ ‘). In the instant case, the evidence is uncontradicted that Loetz, the president and owner of Columbia Marketing, expressly authorized an employee to sign the Columbia Marketing check; in fact, he *directed* the employee to sign the check. While First National may have been entitled to decline payment of the Columbia Marketing check because the employee’s name was not yet included on the signature card, the signature was nevertheless expressly authorized by the drawer. The Columbia marketing check, which the bank paid, did not contain an unauthorized signature in light of §1-201 (43).” (Emphasis in original.)

12. Riffin is “representing” only himself. Each of the other Offerors have chosen to adopt and submit one pleading, choosing to be heard as one voice rather than five separate voices. For administrative convenience, all of the Offerors have expressly authorized Riffin to sign their name on any pleadings filed by the Offerors, just as if each Offeror had personally signed his / her name.

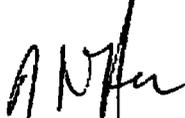
13. The Offerors will repeat a prior statement: If NSR, the MTA or the STB wants each Offeror to submit a separate pleading with each pleading personally signed by each Offeror, the Offerors will do so. However, the Offerors will also insist that each Offeror be served with whatever pleading or decision is promulgated by the STB, NSR or the MTA.

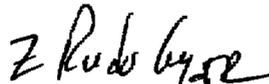
14. The Offerors would ask that the STB render a decision regarding this issue, before the proceeding progresses any further. The Offerors believe too much time and energy has been spent on this totally immaterial issue.¹

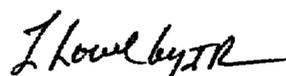
15. We, the undersigned Offerors, declare under the penalty of perjury that the information contained in the foregoing Reply, is true and correct to the best of our respective knowledge, information and belief. Further, we certify that we are qualified and authorized to file this Reply.

Executed on: March 8, 2010.

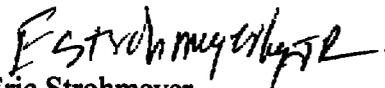
Respectfully submitted,


James Riffin


Zandra Rudo


Lois Lowe


Carl Delmont


Eric Strohmeyer

1941 Greenspring Drive
Timonium, MD 21093
(443) 414-6210

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of March, 2010, a copy of the foregoing Reply, was served by first class mail, postage prepaid, upon John V. Edwards, Senior General Attorney, Norfolk Southern Corporation, Law Department, Three Commercial Place, Norfolk, VA 23510-9241, and upon Charles A. Spitulnik, STE 800, 1001 Connecticut Avenue, NW, Washington, DC 20036, counsel for the MTA.


James Riffin

¹ If NSR, the MTA or the STB would like a dissertation on the law of Principal-Agent, that can be provided. Riffin has in his possession 26 Maryland Principal-Agent cases which thoroughly discuss all aspects of Principal-Agent.