FIFTH ANNUAL REPORT

OF THE

BOARD

OF

RAILROAD COMMISSIONERS,

FOR THE

YEAR ENDING JUNE 30, 1882.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

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ANNUAL REPORT.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, November 30, 1882.

To HONORABLE BUREN R. SHERMAN, *Governor of the State of Iowa:*

IN obedience to the provisions of chapter 77, acts of the Seventeenth General Assembly, we have the honor to submit herewith the fifth annual report of the Board of Railroad Commissioners, showing the traffic, operating expenses, condition of the railroad companies doing business in Iowa for the year ending June 30, 1882, together with the returns of the several companies to this office, and tabulated statements therefrom. A change in the membership of the Board has taken place since the date of our last report, M. C. Woodruff, of Dubuque county, retiring April 1, 1882, by reason of the expiration of his term of service. James Wilson, of Tama county, was on the same day appointed by the Governor to the vacancy thus created. The Board state with satisfaction that nine hundred and eleven miles have been added to the working mileage of the roads, and that probably, before the close of the year, several hundred miles in addition will have been completed. Always abreast of the times, the prosperity of the past year is nowhere more manifest in practical results than in the field of railway enterprise. No year in the history of the State has added so great a mileage. Every county in the State is traversed by an operated line of railway, and a large per cent of the counties have competitive or rival lines. We congratulate the people of the State upon the growth and increasing efficiency of its railway system, as it is not only bringing the means of speedy, safe, and cheap transportation within the reach of all, but it hastens the day for the development and perfection of a legislative system of railway control that will at once restore confidence between producer and carrier, and carry the service to the highest possible point of efficiency.

A careful examination of the

TABLES AND RAILROAD REPORTS

submitted herewith will, we think, disclose facts worthy the attention and study of all who are interested in the transportation problem of the day, and abundantly support the comments and observations thereon submitted as a part of this report.

MORE COMPLAINTS

have been presented, examined, and decided this year than in any previous year during the existence of the Board. Complaints investigated this year reached the number of sixty-five, and while these cases have grown in importance as well as in numbers, involving, as many of them do, questions of much interest to the companies, it is gratifying to be able to state that the decisions of the Board have been as promptly obeyed and complied with as the mandates of a court of law, thus demonstrating what we have had occasion to remark before, that an appeal to publicity is quite as effective with these corporations as an appeal to the courts. While this condition of things, in this regard, continues, it may not be necessary, perhaps, to discuss the question of providing further legal power of enforcement. Power is frequently quite as effective in reserve as in action. Should these corporations at any future time seem disposed to misinterpret this grace on the part of the State, it will be an easy matter to promptly exercise the power to enforce obedience.

CAPITAL STOCK.

The total number of miles of railroad in Iowa reported by the various companies to the Board is six thousand three hundred and thirty-seven and forty-three one hundredths miles. The report of the capital stock and debt is based on the entire lines of the roads which run into other States—the entire mileage of these roads is eighteen thousand five hundred and forty-eight and sixty-nine one hundredths miles. The Commissioners' estimate of the stock of these roads representing the parts of them in Iowa, added to the stock of the roads entirely in Iowa, amounts to $121,160,084.81, or $19,117.54 per mile. The total number of stockholders living in the State is returned at seven hundred and thirty-four; the total amount of stock reported as owned by persons living in the State, is $2,096,341.41.

DEBT.

The total debt of the roads in Iowa as reported and estimated by the Commissioners is $118,057,183.16, or $18,628.40 per mile. Of this amount $112,637,966.05 is funded debt—$5,419,217.11 is unfunded or floating debt.

STOCK AND DEBT.

The stock and debt of the roads in Iowa amount to $239,217,267.97 or $37,745.94 per mile.

The following table shows the amount of stock and the amount of debt per mile of each company, as returned by them to this office:

NAMES OF ROADS.	Stock per mile.	Debt per mile.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	$ 8,696.20	$ 15,628.55	$ 24,856.74
Chicago, Burlington & Kansas City	.....	32,304.97	32,304.97
Central Iowa	20,236.44	19,954.79	40,191.23
Chicago, Burlington & Quincy	17,956.00	16,990.00	34,946.00
Kansas City, St. Jo. & Council Bluffs	18,354.10	18,486.95	36,841.05
Chicago, Milwaukee & St. Paul	8,357.00	20,061.00	28,418.00
Chicago & Northwestern	21,325.48	24,396.94	45,722.42
Chicago, Iowa & Nebraska	47,851.90	4,621.51	52,473.41
Cedar Rapids & Missouri River	27,809.20	13,556.20	41,365.40
Des Moines & Minneapolis	15,805.72	10,600.02	26,405.74
Maple River	8,122.34	8,281.72	16,404.06
Chicago, Rock Island & Pacific	37,182.10	15,507.31	52,689.41
Keokuk & Des Moines	25,431.50	16,954.50	42,386.00
Chicago, St. Paul, Minneapolis & Omaha	29,275.49	19,508.24	48,783 73
Crooked Creek	8,411.76	2,835.08	11,246.84
Des Moines & Ft. Dodge	45,444.74	29,489.72	74,934.46
Dubuque & Dakota	8,996 84	9,968.51	18,965.35
Cedar Falls & Minnesota	20,991.00	20,997.62	41,988.62
Dubuque & Sioux City	35,039.90	6,110.72	41,150.62
Iowa Falls & Sioux City	25,170.12	16,832.57	42,002.69
Minneapolis & St. Louis	27,396.00	21,514.99	48,873.61
Sioux City & Pacific	19,255.26	52,533.11	71,788.37
St. Louis, Keokuk & Northwestern	18,688.52	18,570.46	37,258.98
Wabash, St. Louis & Pacific	20,054.47	30,130.20	50,184.67
NARROW GAUGE ROADS.			
Burlington & Northwestern	4,364 08	5,908.26	9,643.37
Des Moines, Osceola & Southern	5,000 00	7,000.00	12,000.00
Ft. Madison & Northwestern	7,683.00	5,570.00	13.253.00
Cedar Rapids & Marion	12,000.00	.....	12,000.00

INCREASE OF CAPITAL STOCK.

The following table shows the added mileage and the increase of capital stock during the year for all roads reported:

NAMES OF ROADS.	Miles.	Amount of increase.
Burlington, Cedar Rapids & Northern	79.78	$
Central Iowa	96.96	1,495,200.00
Chicago, Burlington & Quincy (entire line)	351.99	7,764,000.00
Chicago, Milwaukee & St. Paul (entire line)	462.75	7,155,000.00
Chicago & Northwestern (entire line)	503.12	1,643,500.00
Chicago, St. Paul, Minn. & Omaha (entire line)	396.54	16,773,166.66
Dubuque & Dakota—Iowa line		2,600.00
Wabash, St. Louis & Pacific (entire line)	999.52	6,307,900.00
Des Moines, Osceola & Southern (Iowa)	40	201,500.00
Fort Madison & Northwestern	25	161,500.00
Cedar Rapids & Marion		42,000.00
Total	2,955.66	$ 41,346,366.66

The increased mileage reported is 2,955.66; the increase of stock is $41,346,366.66, or $13,982.11 per mile.

INCREASE OR DECREASE OF DEBT.

The following table shows the increase or decrease of debt during the year for all roads reported:

NAMES OF ROADS.	Miles.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern	79.78	$ 850,229.89	$
Chicago, Burlington & Kansas City		293,305.77	
Central Iowa	96.96	2,039,000.00	
Chicago, Burlington & Quincy	351.99	9,008,525.00	
Kansas City, St. Jo. & Council Bluffs	1.43		2,530,300.00
Chicago, Milwaukee & St. Paul	462.75	10,621,846.60	
Chicago & Northwestern	503.12	6,491,570.45	
Chicago, St. Paul, Minn. & Omaha	396.54	13,136,875.00	
Des Moines & Fort Dodge		88,800.00	
Dubuque & Dakota		64,000.00	
Sioux City & Pacific		585,722.90	
Wabash, St. Louis & Pacific	995.52	25,674,470.35	
NARROW GAUGE ROADS.			
Burlington & Northwestern		6,700.00	
Des Moines, Osceola & Southern	40	280,000.00	
Fort Madison & Northwestern	25	228,363.55	
Total	2,955.66	$ 69,369,409.51	$ 2,530,300.00

The increased mileage reported for the year is 2,955.66; the increased indebtedness is $69,369,409.51, from which deduct the decreased indebtedness, and we have a total increase of $66,839,109.51. This increase, however, is not all new mileage, as the Chicago, St. Paul, Minneapolis & Omaha and the Wabash represent to a great degree consolidations with other lines; the Burlington, Cedar Rapids & Northern, Central Iowa, Chicago, Burlington & Quincy, and Northwestern represent new roads built.

COMPARATIVE TABLE OF STOCK AND DEBT FOR THE YEARS 1878, 1879, 1880, 1881, AND 1882.

	1878.	1879.	1880.	1881.	1882.
Stock	$ 1834,88,642.54	$ 185,614,375.77	$ 264,482,954.21	$ 288,713,878.86	$ 345,918,605.27
Debt	160,360,759.52	162,979,836.42	228,551,426.04	307,585,618.03	386,228,328.01
Total	$ 343,849,402.06	$ 348,594,212.19	$ 493,034,380.25	$ 596,299,496.89	$ 732,146,933.28

The $343,849,402.06 represented in 1878, 8,367 miles of road; the $732,146,933.28 represent in 1882, 18,548.69 miles. The increase of mileage in Iowa is from 4,157 in 1878 to 6,337 miles in 1882, or 2.098 miles in the four years. The capital and debt for Iowa reported for 1878 amounted to $153,601,784.47; for 1882, $239,217,267.97; an increase of 2.098 miles, and an increase of stock and debt of $85,615,-483.50, or $40,808.14 per mile.

COST OF ROADS.

It is difficult to arrive at the cost of the Iowa roads, as many of them came into the hands of the present holders by purchase at foreclosure, consolidation, or through the medium of construction companies—the amount reported is $215,979,324.81, or $23,237,943.16 less than the reported stock and bonds. It is hardly probable that the Commissioners will ever be able to arrive at more than an approximation of the cost of the roads.

COST OF ROADS IN IOWA.

NAMES OF ROADS.	Cost of road and equipment.
Burlington, Cedar Rapids & Northern	$ 13,506,355.92
Chicago, Burlington & Kansas City	2,479,499.10
Central Iowa	11,539,568.77
Chicago, Burlington & Quincy	19,831,544.25
Kansas City, St. Jo. & Council Bluffs	2,223,256.67
Chicago, Milwaukee & St. Paul	38,296,570.84
Chicago & Northwestern	19,956,415.24
Chicago, Iowa & Nebraska	4,662,572.29
Cedar Rapids & Missouri River	11,459,491.59
Des Moines & Minneapolis	1,418,850.25
Maple River	1,165,352.17
Chicago, Rock Island & Pacific	39,030,653.98
Chicago, St. Paul, Minneapolis & Omaha	3,379,142.21
Crooked Creek	71,500.00
Des Moines & Fort Dodge	6,092,280.00
Dubuque & Dakota	1,237,767.35
Cedar Falls & Minnesota	3,173,500.00
Dubuque & Sioux City	5,880,800.00
Iowa Falls & Sioux City	7,585,000.00
Minneapolis & St. Louis	6,535,567.22
Sioux City & Pacific	4,063,497.38
St. Louis, Keokuk & Northwestern	1,853,594.50
Wabash, St. Louis & Pacific	9,343,267.36
NARROW GAUGE ROADS.	
Burlington & Northwestern	392,508.61
Des Moines, Osceola & Southern	280,000.00
Fort Madison & Northwestern	480,000.00
Cedar Rapids & Marion	40,769.11
Total	$ 215,979,324.81

GROSS EARNINGS.

The entire earnings for the roads in Iowa are:

Passenger, mail and express	$ 8,646,470.83
Freight and miscellaneous	23,377,495.20
Total earnings for the year ending June 30, 1882	$ 32,023,966.03
Total earnings for the year ending June 30, 1881	28,452,181.91
Increase of earnings over previous year	$ 3,751,774.12

NAMES OF ROADS.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern	$ 480,069.94	$
Chicago, Burlington & Kansas City		9,447.56
Central Iowa	232,698.40	
Chicago, Burlington & Quincy	71,476.81	
Kansas City, St. Jo. & Council Bluffs	54,951.68	
Chicago, Milwaukee & St. Paul	1,096,421.53	
Chicago & Northwestern	1,038,260.26	
Chicago, Rock Island & Pacific		90,774.87
Chicago, St. Paul, Minneapolis & Omaha	120,830.07	
Crooked Creek	1,156.56	
Des Moines & Fort Dodge	72,532.95	
Dubuque & Dakota	24,172.19	
Illinois Central	219,527.40	
Minneapolis & St. Louis	347,404.25	
Sioux City & Pacific	48,769.45	
St. Louis, Keokuk & Northwestern	98,593.72	
Wabash, St. Louis & Pacific		185,224.84
NARROW GAUGE ROADS.		
Burlington & Northwestern		9,538.48
Des Moines, Osceola & Southern		
Fort Madison & Northwestern	8,816.95	
Cedar Rapids & Marion	3,717.63	

MAILS.

The returns enable us to estimate very nearly the amount received for the transportation of mails in the State. By pro rating for those roads that make returns for several States we have the amount earned by this service as $527,899.79; this amount would be reduced by whatever is paid for collecting and delivering the mails.

EARNINGS PER TRAIN MILE AND PER MILE OF ROAD.

NAMES OF ROADS.	Passenger.	Freight.	Total.	Per mile of road.
Burlington, Cedar Rapids & Northern	.9751	1.3545	1.2429	$ 4,284.23
Chicago, Burlington & Kansas City	.....	.....	.....	1,368.22
Central Iowa	1.2560	1.6600	1.5390	3,834.97
Chicago, Burlington & Quincy	1.4883	1.5389	1.4800	7,721.82
Kansas City, St. Joseph & Council Bluffs	1.1000	2.1800	1.6600	5,533.24
Chicago, Milwaukee & St. Paul	1.4400	1.7100	1.6100	4,663.64
Chicago & Northwestern	1.5913	2.1105	1.9456	7,559.58
Chicago, Rock Island & Pacific	1.6200	1.7200	1.6900	9,096.23
Chicago, St. Paul, Minneapolis & Omaha	1.5497	1.5950	1.5815	4,545.14
Crooked Creek	.....	1.0540	1.0540	1,273.67
Des Moines & Fort Dodge	1.4100	2.5500	2.0860	4,743.45
Dubuque & Dakota	.....	1.5700	1.5700	1,304.57
Illinois Central	1.7400	1.4700	1.5400	4,870.74
Minneapolis & St. Louis	1.1136	1.3103	1.2660	4,148.01
Sioux City & Pacific	1.1975	1.9395	1.6023	2,372.23
St. Louis, Keokuk & Northwestern	.....	.....	.....	1,924.63
Wabash, St. Louis & Pacific	.9440	1.3540	1.2180	4,606.71
NARROW GAUGE ROADS.				
Burlington & Northwestern	.....	.7604	.7604	1,159.09
Des Moines, Osceola & Southern	.....	.....	.....	.....
Fort Madison & Northwestern	.3100	1.7100	2.0200	1,260.96
Cedar Rapids & Marion	.....	.....	.....	2,759.31

OPERATING EXPENSES.

The total operating expenses returned for the Iowa roads for the year 1882 were	$ 20,512,393.05
Total operating expenses for 1881 were	16,788,404.39
Excess of operating expenses over previous year	$ 3,723,988.66
Excess of earnings over previous year	3,571,774.12
Making the net earnings less than previous year	$ 152,214.54

The mileage was increased 911 miles, but the net earnings show but a slight increase for so large an increased mileage. The mileage being much greater than any year since the establishment of this Board. The operating expenses per mile of road were $3,552.64.

COMPARISON OF OPERATING EXPENSES AND EARNINGS.

The earnings of the roads for the 11,739.59 miles reported in 1880 were $64,433,179.53, or $5,491.23 per mile; the operating expenses for the same year were $35,624,124.79, or $3,036.51 per mile. The earnings for the 14,109.37 miles reported in 1881 were $76,530,450.99, or $5,083.73 per mile; the operating expenses were $46,043,845.22, or $3,346.87 per mile. The earnings for the 16,544.46 miles reported in 1882 were $92,759,206.22, or $5,606.66 per mile; the operating expenses were $58,776,474.53, or $3,552.64 per mile.

COMPARATIVE TABLE OF EARNINGS PER TRAIN MILE FOR THE YEARS 1882, 1881, AND 1880.

NAMES OF ROADS.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern	1.2429	1.3340	1.6400
Chicago, Burlington & Kansas City	.....	1.2250	.....
Central Iowa	1.5390	1.6111	1.6180
Chicago, Burlington & Quincy	1.4800	1.5300	1.4980
Kansas City, St. Joseph & Council Bluffs	1.6600	1.4660	1.9000
Chicago, Milwaukee & St. Paul	1.6100	1.6100	1.6300
Chicago & Northwestern	1.9456	1.8522	1.6500
Chicago, Rock Island & Pacific	1.6900	1.6340	1.5400
Chicago, St. Paul, Minneapolis & Omaha	1.5815	1.4900	1.2700
Crooked Creek	1 0540	.....	.....
Des Moines & Fort Dodge	2.0860	2.0300	1.9830
Dubuque & Dakota	1.5700	.....	.....
Illinois Central	1.5400	1.4230	1.4500
Minneapolis & St. Louis	1.2660	.....	1.6000
Sioux City & Pacific	1.6023	1.7662	1.6900
Wabash, St. Louis & Pacific	1.2180	.....	.9700
NARROW GAUGE ROADS.			
Burlington & Northwestern	.7604	.8340	1.4300
Fort Madison & Northwestern	2.0200	.....	.....

Generally the earnings per train mile are less than in former years.

COMPARATIVE TABLE OF OPERATING EXPENSES PER TRAIN MILE FOR THE YEARS 1882, 1881, AND 1880.

NAMES OF ROADS.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern	.8480	.8880	1.0450
Chicago, Burlington & Kansas City	.....	1.2590	.....
Central Iowa	1.012	1.374	.990
Chicago, Burlington & Quincy	.990	.917	.895
Kansas City, St. Joseph & Council Bluffs	1.190	.940	1.280
Chicago, Milwaukee & St. Paul	.910	1.030	.920
Chicago & Northwestern	1.0621	.987	.760
Chicago, Rock Island & Pacific	1.020	.880	.850
Chicago, St. Paul, Minneapolis & Omaha	.9858	1.118	.934
Crooked Creek	1.0203	.....	.....
Des Moines & Fort Dodge	1.2800	1.500	1.220
Dubuque & Dakota	.8959	.....	.....
Illinois Central	.8200	1.300	.760
Minneapolis & St. Paul	.7446	.....	.960
Sioux City & Pacific	1.5439	1.390	1.050
Wabash, St. Louis & Pacific	1.0250	.000	.620
NARROW GAUGE ROADS.			
Burlington & Northwestern	.5212	.683	.700
Fort Madison & Northwestern	.8300	.....	.....

The operating expenses generally have increased during the last two years; the present year is considerably higher than the previous year. This can be accounted for by the floods of the two years, which made the cost of repairs very much larger than before, and the general advance in the price of labor and material. For the year ending June 30, 1881, the total earnings were $28,452,181.91, and the total expenses $16,788,404.39. The net earnings for the year were $11,663,777.52, for the 5,426 miles in the State, or $2,149.61 per mile of road.

For the year ending June 30, 1882, the gross earnings were....$32,023,966.03
For the year ending June 30, 1882, the operating expenses were 20,512,393.05

Leaving the net earnings for the year.....$ 11,511,572.98

or $152,214.54 less than last year. The net earnings for the 6,337 miles were $1,816.57 per mile; the year before they were $2,149.61 per mile.

OPERATING EXPENSES CLASSIFIED.

This table gives the operating expenses of the entire lines except the Chicago, Burlington & Quincy and the Illinois Central, which give the returns for their Iowa lines only; this will probably differ a little from the actual status in the State, but is the closest approximation that can be given and is very nearly correct:

CLASSIFICATION.	AMOUNT.	Per cent.
Maintenance of way	$ 16,354,670.75	27.82
Motive power and cars	7,902,804.06	13.44
Conducting transportation	26,634,596.17	45 32
General expenses	7,884,403.55	13.42
Total	$ 58,776,474.53	100.00

TABLE OF CLASSIFICATION OF EXPENSES IN DETAIL.

CLASSIFICATION.	Amount.	Per cent.
General superintendence	$ 1,995,112.24	3.39
Legal expenses	323,140.83	.55
Insurance	104,756.45	.18
Stationery, blanks, tickets, etc	805,627.95	1.37
Advertising and foreign agencies	975,354.26	1.66
Miscellaneous and contingent	1,542,815.53	2.62
Total taxes paid	2,121,728.64	3.61
Repairs of roadway and track	8,397,123.50	14.29
Repairs and renewals of bridges and culverts	2,108,489.29	3.59
Repairs and renewals of buildings	1,514,796.01	2.57
Repairs and renewals of fences, road-crossings, and signs	452,177.03	.77
Renewals of rails	2,502,182.58	4.28
Renewal of ties	1,379,902.34	2.35
Repairs of locomotives	3,427,037.94	5.83
Repairs of passenger and baggage cars	930,921.34	1.58
Repairs of freight cars	3,544,524.64	6.03
Passenger train supplies	163,496.38	.27
Freight train supplies	197,156.65	.34
Station supplies	309,951.50	.53
Fuel for locomotives	6,167,565.75	10.49
Oil, tallow, waste, etc	705,253.95	1.20
Water supply	368,510.12	.63
Locomotive service, salaries, and wages	5,633,868.01	9.59
Passenger train service, salaries, and wages	1,728,100.49	2.94
Freight train service, salaries, and wages	2,357,591.91	4.01
Agents and station service, salaries, and wages	6,418,002.01	10.92
Telegraph expenses	873,738.03	1.49
Passenger car hire paid over amount received	61,024.60	.10
Freight car hire paid over amount received	408,006.37	.69
Rent of track	34,197.62	.05
Loss and damage to freight and baggage	318,073.22	.54
Loss and damage to property and cattle, including losses by fire	389,787.62	.66
Injury to persons	516,742.48	.88
Total	$ 58,776,474.53	100.00

OPERATING EXPENSES COMPARED WITH EARNINGS.

NAMES OF ROADS.	Operating expenses per train mile.	Earnings per train mile.	Difference.	Percentage of expenses to earnings.	Percentage of net earnings to capital stock and debt.	Percentage of net earnings to cost of road and equipment.
Burlington, Cedar Rapids & Northern	.8480	1.2429	.3949	67.11	2.70	2.90
Chicago, Burlington & Kansas City	.....	.....	.....	107.19	.....	.....
Central Iowa	1.0120	1.5390	.5270	63.04	3.80	.....
Chicago, Burlington & Quincy	.990	1.4800	.4900	66.84	.....	.....
Kansas City, St. Jo. & Council Bluffs	1.1900	1.6600	.4700	68.90	1.29	1.24
Chicago, Milwaukee & St. Paul	.9100	1.6100	.7000	56.00	7.20	7.00
Chicago & Northwestern	1.0621	1.9456	.8835	54.10	8.58	8.14
Chicago, Rock Island & Pacific	1.0200	1.6900	.6700	58.80	6.60	6.90
Chicago, St. Paul, Minneapolis & O.	.9858	1.5815	.5957	62.33	3.43	3.81
Crooked Creek	1.0203	1.0540	.0337	96.00	.....	.....
Des Moines & Fort Dodge	1.2800	2.0860	1.8060	58.50	2.90	2.98
Dubuque & Dakota	.8959	1.5700	.6741	57.75	.....	.....
Illinois Central	.8206	1.5400	.7200	53.00	.....	.....
Minneapolis & St. Louis	.7446	1.2660	.5214	80.82	.....	.....
Sioux City & Pacific	1.5439	1.6023	.0584	95	.0049	.70
St. Louis, Keokuk & Northwestern	.....	.....	.....	117.74	.....	.....
Wabash, St. Louis & Pacific	1.0250	1.2180	.1930	82.30	2.24	2.60
Burlington & Northwestern	.5212	.7604	.2392	68.55	.....	.....
Fort Madison & Northwestern	.8300	2.0200	1.1900	41.00	2.20	1.90

The roads showing the lowest percentage of operating expenses to earnings were the Fort Madison & Northwestern, 41, Illinois Central, 53, Chicago & Northwestern, 54, Chicago, Milwaukee & St. Paul, 56, Chicago & Rock Island, 58.80, Dubuque & Dakota, 57.75, Des Moines & Fort Dodge, 58.50. The highest percentage of net earnings to capital stock and debt was reported by the Chicago & Northwestern, 8.58, Chicago, Milwaukee & St. Paul, 7.20, Chicago, Rock Island & Pacific, 6.60.

Thirteen roads report an excess after deducting operating expenses, interest, and rental. This excess amounts to $8,434,176.64. Seven roads show a deficit of $577,487.70, leaving the net increase $7,856,-688.94, which would give an average of net earnings for all the roads in the State of $1,239.81 per mile. The cost of operating the Chicago, Burlington & Kansas City road was $17,858.88 more than its entire earnings, that of the St. Louis, Keokuk & Northwestern, $63,013.80. The Iowa Central road earned 7.54 per cent on its indebtedness, the Des Moines & Fort Dodge, 6.61, the Minneapolis & St.

Louis, 3.70, the Sioux City & Pacific, 7.10, the Wabash, St. Louis & Pacific, 3.31.

PROPERTY ACCOUNTS.

The property accounts of the roads reporting have been increased during the year $45,575,581.89.

CLASSIFICATION OF ACCOUNTS.	Amounts.
Grading	$ 1,405,211.16
Bridging and masonry	550,649.80
Superstructure, including rails	7,021,592.44
Land, land damages and fences	973,388.73
Passenger, freight, and water stations, and coal sheds	942,368.99
Engine-houses, car-sheds and turn-tables	1,622,507.95
Machine shops, including machinery and tools	180,941.93
Engineering agencies, salaries, and construction expenses	208,747.46
Purchase of other roads	24,050,653.70
EQUIPMENT.	
Locomotives	2,613,150.77
Passenger, baggage, and express cars	759,488.64
Freight and other cars	3,534,151.61
Total	45,696,132.81
Deduct credits to equipment account	120,550.92
Total net addition to property accounts	$ 45,575,581.89

This amount, $45,575,581.89, covers the addition in other States as well as Iowa. We estimate of this amount as property belonging to the roads in Iowa, an increase of property of $20,372,206.01, or for the 911 additional miles of road reported for the year $22,337.92 per mile.

TAXES.

The amount of taxes paid by the railroads in the State is $707,660.31, which is nine per cent of the income to the stockholders. The taxes paid in 1878 were $594,912.65; in 1879 were $584,169.79; in 1880 were $591,843.08; in 1881 were $628,611.51. The largest amount of taxes paid was by the Chicago, Rock Island & Pacific, $162,629.16; by the Chicago & Northwestern, $128,914.01; by the Chicago, Burlington & Quincy, $126,378.50; by the Chicago, Milwaukee & St. Paul, $94,166.23; by the Illinois Central, $60,624.16.

TOTAL TRACK IN THE STATE.

The total track in the State, reported in operation June 30, 1882, was..... 6,337.43 miles.
There was in addition, completed and in operation, we are informed, November 1..... 325.27 miles.

A total mileage for the State..... 6,662.70 miles.

This is 383 miles more than reported in Poor's Manual, for New York, at the close of the year 1881; two miles less than reported for Ohio, and twenty-eight less than Pennsylvania.

ROADS OWNED AND LEASED.

Of the entire railroad mileage of the State 5,182.73 miles are owned by the companies operating them—1,154.27 are leased. Of this amount the Northwestern leases 486.10 miles; the Rock Island 162.20; the Illinois Central 402.16; the Wabash 87.90; the Burlington & Northwestern 15.91.

SIDINGS.

The total amount of side-track reported is 700.73 miles, or a little more than eleven per cent of the length of the roads. This amount seems small, and is often a source of serious embarassment in moving trains.

DOUBLE TRACK.

The total amount of double track reported is 47.06 miles. Of this the Chicago, Burlington & Quincy owns 43.06 miles; the Chicago, Rock Island & Pacific four miles. The Rock Island road reported last year eight miles. We think the error must have occurred in last year's report.

STEEL AND IRON RAILS.

NAMES OF ROADS.	Miles of steel rails.	Miles of iron rails.	Total miles in main tracks.
Burlington, Cedar Rapids & Northern	351.40	268.49	619.89
Chicago, Burlington & Kansas City	16.00	620 0	78.00
Chicago, Burlington & Pacific	.....	.....	75.00
Central Iowa	106.00	181.60	287.60
Chicago, Burlington & Quincy	370.37	397.45	767.82
Kansas City, St. Jo. & Council Bluffs	42.00	16.35	58.35
Chicago, Milwaukee & St. Paul	483.80	801.74	1,285.54
Chicago & Northwestern	331.18	95.81	426.99
Chicago, Iowa & Nebraska	81.84	.....	81.84
Cedar Rapids & Missouri River	274.01	.....	274.01
Des Moines & Minneapolis	57.34	.....	57.34
Maple River	.....	72.91	72.91
Chicago, Rock Island & Pacific	544.00	215.40	759.40
Keokuk & Des Moines	2.00	110.20	162 20
Chicago, St. Paul, Minneapolis & Omaha	59.42	17.44	76.86
Crooked Creek	.....	8.50	8.50
Des Moines & Fort Dodge	65.00	17.70	82.70
Dubuque & Dakota	31.16	32.04	63.20
Illinois Central	69.22	332.94	402.16
Minneapolis & St. Louis	.....	141.00	141.00
Sioux City & Pacific	.....	80.47	80.47
St. Louis, Keokuk & Northwestern	2.50	48.30	50.80
Wabash, St. Louis & Pacific	66.60	229.60	296.20
NARROW GAUGE ROADS.			
Burlington & Northwestern	.....	38.37	38.37
Burlington & Western	.....	15.91	15.91
Des Moines, Osceola & Southern	.....	40.00	40.00
Fort Madison & Northwestern	.....	41.00	41.00
Cedar Rapids & Marion	.....	5.00	5.00
St. Louis, Des Moines & Northern	.....	35.43	35.43
Total	2,937.24	3,024.71	5,961.95

Forty-nine per cent of the entire roads of the State, exclusive of sidings, is steel rail. For the year 1881 there was reported forty per cent; for the year 1880 thirty-two per cent; for the year 1879 twenty-seven and one-half per cent; for the year 1878 twenty-two per cent. This indicates what is the fact, that wherever the traffic is heavy steel rails have been put down. The percentage of steel to iron rails will not increase as rapidly in the future as it has in the last four years.

ROAD-BED AND TRACK.

The total number of track sections reported for Iowa is 861. These vary in length from five to nine miles, probably averaging six miles.

On each of these there are reported as employed from three to seven men: probably the average would be five. The new ties laid in track during the year were reported 1,541,968. They last about seven years. There were 5,600 tons of new iron, and 190,584 tons of new steel laid in track. The average life of iron rails is reported from four to twelve years, varying with the traffic. There is now no iron in the main tracks of the trunk lines. The steel has not been long enough in use to determine its average duration.

FENCING.

The number of miles of fences reported is 4,345, the total cost $432,160.98, and the average price paid per rod $1.12.

The Commissioners are pleased to learn that there is a growing disposition to fence the roads, even among the newer lines. As a matter of safety for the trains, this is important as well as for the economy of running them. The landholder, the railway company, and the traveling public, would all be safer in person and property if all the roads in the State were fenced, and this Board believe that the cost would soon be repaid by the savings made in damages and repairs, and also in the diminished cost of doing the work.

TELEGRAPH LINES.

The telegraph lines are mainly owned by the Western Union Company. The railroads report in their offices 815 telegraph stations, and 895 miles of wire as owned by them and operated exclusively for their business. They report 4,344 miles of lines owned by the Western Union Telegraph Company.

TRAIN MILEAGE.

The total number of miles run by passenger trains was	18,575,194
The total number of miles run by freight trains was	39,106,906
The total number of miles run by switching trains was	14,005,754
The total number of miles run by construction and other trains was	6,744,011
Total train mileage	78,431,865

The total number of passengers carried was	20,927,026
The total number of passengers carried one mile	787,021,961
The total number tons freight carried	31,062,765
The total number tons freight carried one mile	4,631,564,735

The average distance traveled by each passenger, leaving out the short lines, varies from twenty-eight to sixty-two miles; forty-five miles would probably be a fair average. This indicates plainly that little effort has as yet been made to develop local travel. The rates charged for passenger fares generally are the maximum fixed by statute. Mileage tickets are sold on many of the roads at a reduction varying with the roads.

The speed of passenger trains varies from twenty to twenty-six miles per hour—of freight trains from ten to sixteen.

FREIGHT CAR MILEAGE.

The number of miles run by loaded freight cars east and south	199,746,836
The number of miles run by loaded freight cars west and north	231,253,733
The number of miles run by empty freight cars east and south	89,049,397
The number of miles run by empty freight cars west and north	61,664,638
Total freight car mileage	591,616,101

Several of the roads have neglected to report freight car mileage. This is a source of regret, and also of embarrassment to the Commissioners. Some things that are left out of the reports may be supplied by an estimate that does not materially affect results. This, however, cannot be done in the mileage, and the report is defective in this particular. The Board sees no reason why this may not be given, and in the future will insist on complete answers to the questions asked.

FREIGHT RATES.

The average rate of freight per ton per mile varies from nine cents on the Crooked Creek road, 4.24 on Burlington & Northwestern, 3.08 on the Des Moines & Fort Dodge road to 1.60 on the Chicago, Milwaukee & St. Paul; 1.47 on the Northwestern; 1.24 on the Rock Island; and .96 on the Wabash. The rates are a little higher than last year.

EQUIPMENT.

The total number of locomotives reported is 2,652, the weight varying from twenty-eight to sixty-seven tons; the total number of cars is 85,206. Of these 1,031 are passenger cars, 601 are baggage, mail, and express cars, 125 parlor, sleeping, and dining cars, 49,864 box freight cars, 7,846 stock cars, 18,240 platform or coal cars, 7,499 other cars.

STATIONS.

The total number of stations reported in Iowa is 947.

EMPLOYES.

The total number of persons regularly employed in operating the roads of the State is 28,397; the amount paid them for their services is $14,071,612.54, or two and one-half millions more than the earnings of the roads of the State above operating expenses and the taxes. The figures are large, but we have reason to believe that they are nearly correct.

TRUSS BRIDGES.

The total number of wooden truss bridges is 464, the length 38,774 lineal feet; of combination truss bridges 110, length 13,358 feet; of iron truss bridges 140, length 14,724 feet.

WOODEN TRESTLE AND PILE.

The total number of wooden trestle and pile bridges is 7,559, their length 531,014 feet; these bridges put together make a total of more than one hundred and thirteen miles.

ARCH CULVERTS.

There are thirty-four arch culverts reported—the total opening is 209 feet; 3,352 wooden box culverts, and 926 stone box culverts.

BRIDGES BUILT WITHIN THE YEAR.

There were built within the year 50,072 lineal feet of bridges, including those rebuilt.

CATTLE-GUARDS.

The number of cattle-guards reported is 6,975. This number we are sure is too small.

RAILROAD CROSSINGS.

The number of railroad crossings at grade is 136; over or under another road twenty-five.

HIGHWAY CROSSINGS.

The number of highway crossings reported at grade is 4,677; over the track, sixty-one; under track, eighty-four; at which there are flagmen, forty-eight. Bridges eighteen feet above track, fifty-eight; less than eighteen feet, two.

ACCIDENTS TO PERSONS.

During the year one hundred and sixty-five persons were killed; of these seven were passengers, eighty-nine employes, and sixty-nine others. Five by derailment, two by collisions, four caught in frogs, sixteen coupling cars, thirty-one falling from train, nineteen getting on and off trains, four at highway crossings, forty-one from miscellaneous causes, ten stealing rides, twenty-one while intoxicated, and thirty-three while trespassing on track. Of this number three were reported as suicides.

There were six hundred and thirty-five persons injured during the year; sixty-one were passengers, five hundred and two were employes, and seventy-two others. By derailment fifty-nine, collisions thirty-seven, caught in frogs four, coupling cars one hundred and eighty-two, falling from trains fifty-seven, getting on and off trains fifty six, at highway crossings ten, miscellaneous one hundred and ninety-two, overhead obstructions six, stealing rides eight, trespassing on track twenty-four.

COUPLING CARS.

One great source of accident resulting in a very large percentage of injury and death to the railroad employe, is the present method of coupling cars. While we believe the theory is, and most of the time tables require the use of the coupling hook, in practice men go between the cars, and if for any cause the deadwood of the different cars fails to meet they are crushed; others are caught in frogs, the car wheels catching them before the foot can be removed. In the report for this year four employes were killed, being caught in frogs, and sixteen in coupling cars; four were injured, being caught in frogs, and one hundred and eighty-two in coupling cars. There is evidently something wrong in the entire arrangement of coupling cars, for in no legitimate business should there be such a liability to injury and death. We are not able to suggest a remedy, but believe that something might be provided that would do away with much of this.

WALKING ON TRACK.

We would not feel ourselves to be entirely free from censure if we allowed an opportunity to pass without calling attention to the danger

of this practice. It has become so common as to have almost, we believe, established for the public, in the judicial mind, an element of acquired right of way or joint occupancy. During the year 1878 there were reported to this Board killed while walking on tracks twenty-two, injured nineteen; in the year 1879, killed twenty-four, injured twenty-three; in the year 1880, killed twenty-two, injured sixteen; in the year 1881, killed twenty-eight, injured twelve; during the year 1882, killed thirty-three, injured twenty-four. Or for the five years, killed one hundred and twenty-nine, injured ninety-four. The Board feel that this useless waste of life should be avoided, and that the only way to accomplish it is through legislation. Railway trains must and will always be run at high rates of speed; this is a necessity, and sooner or later the railway track must cease to be regarded as a highway. Until that time comes, the compiler of statistics will continue to report the long and sickening list of killed and injured while trespassing on track, and juries will continue to speculate whether the man in charge of the locomotive might or might not have been able to stop his ponderous train in time for the injured to have stepped off the track.

TONNAGE CLASSIFIED.

ARTICLES CARRIED.	Tons.	Per cent.
Grain	2,471,936	25.29
Flour	199,405	2.04
Provisions	115,138	1.18
Animals	980,618	10.03
Other agricultural products	160,603	1.65
Lumber and forest products	1,551,515	15.87
Coal	1,767,047	18.07
Lime, cement, etc.	108,265	1.11
Salt	110,646	1.13
Oil, petroleum, etc.	31,458	.33
Iron and castings	139,707	1.43
Stone and brick	207,916	2.13
Manufactures	109,362	1.12
Merchandise, and other articles not enumerated	1,820,215	18.62
Total	9,777,415	100.00

Add to this amount an estimated tonnage for the Chicago, Burlington & Kansas City, the Kansas City, St. Joseph & Council Bluffs, the St. Paul, Minneapolis & Omaha, the Minneapolis & St. Louis, the St. Louis, Keokuk & Northwestern, the Wabash, St. Louis & Pacific, and the Fort Madison & Northwestern roads (whose officers were unable to separate their Iowa tonnage), 1,198,427 tons, and we have a total tonnage of 10,975,842; deducting from this the freight twice reported, that is, the freight delivered to and received from the smaller roads by the trunk lines (as estimated by the Commissioners), 380,688 tons, and we have the Iowa tonnage as 10,595,174.

TONNAGE CROSSING THE MISSISSIPPI RIVER FOR THE YEAR ENDING JUNE 30, 1882.

LOCATION OF BRIDGE.	Tons west-bound.	Tons east-bound.	Total tons.
McGregor	146,356	137,529	283,885
Dubuque	108,375	183,463	291,838
Sabula	257,462	159,327	416,789
Clinton	502,311	706,964	1,209,275
Davenport	960,437	937,383	1,897,820
Burlington	906,369	1,143,470	2,049,839
Keokuk	63,947	50,694	114,641
Total	2,945,257	3,318,830	6,264,087

TONNAGE CROSSING THE MISSOURI RIVER FOR THE YEAR ENDING JUNE 30, 1882.

LOCATION OF BRIDGE OR CROSSING.	Tons west-bound.	Tons east-bound.	Total tons.
Sioux City	82,505	15,255	97,820
Blair	86,594	47,876	134,470
Council Bluffs			
East Plattsmouth	432,180	269,584	701,764

The tonnage of the Mississippi River bridges as reported amounts to	6,264,087
Tonnage of roads not crossing bridges going east	1,198,427
Tonnage originating in Iowa going west (estimated)	992,000
Total	8,454,514

Leaving the tonnage originating from points in Iowa destined to points in Iowa 2,140,660. This is twenty and two-tenths per cent of the entire freight hauled by the roads in Iowa.

THE AMOUNT OF TONNAGE THAT CAN BE CARRIED OVER THE ROADS IN IOWA, EXCLUSIVE OF THE WEIGHT OF CARS, BY AN ENGINE OF GIVEN WEIGHT.

NAMES OF ROADS.	Weight of engine in tons.	Net freight carried.	Net freight per ton weight of locomotive.
Central Iowa	50	315	6.30
Chicago, Burlington & Quincy—Eastern Division	51	330	6.47
Chicago, Burlington & Quincy—Middle Division	51	275	5.39
Chicago, Burlington & Quincy—Western Division	51	260	5.10
Kansas City, St. Joseph & Council Bluffs	47	450	9.58
Chicago & Northwestern	39	275	7.05
Chicago, Rock Island & Pacific	36	240	6.66
Crooked Creek	20	60	3.00
Des Moines & Fort Dodge	36	270	7.50
Dubuque & Dakota	28	160	5.43
Illinois Central	30	140	4.66
Sioux City & Pacific	32	255	8.00
Burlington & Northwestern	20.35	160	8.00

These reports are unquestionably correct, and yet they make a showing that surprises us. The Sioux City & Pacific can haul only eight net tons of freight to one ton weight of locomotive; the Kansas City, St. Joseph & Council Bluffs road can haul only 9.58 tons. These roads in Iowa have probably no grades to exceed ten feet to the mile. The Burlington & Northwestern hauls over grades from forty to fifty feet per mile eight tons to a ton weight of locomotive, as much as the former and but little less than the latter. This is the strongest argument we have ever known to be advanced in favor of the narrow gauge road. We would have some doubts of the accuracy of the statistics did we not know that they were carefully compiled by competent men, and conscientiously sworn to after examination by the very able managers of the respective roads.

CONGRESSIONAL LAND GRANTS.

The Chicago, Burlington & Quincy Railroad received from congressional grant 358,442.09 acres; they have sold 329,987.03 acres, at an average of $12.22 per acre; they received from cash sales $137,917.47; there is unpaid on outstanding contracts $2,367,241.62; the gross amount from sales, contracts, etc., up to June 30, 1882, was $3,976,559.42; the amount expended in the sale and management of

the lands, $570,298.79; the taxes paid on them, $242,011.97; the amount realized from the sale of lands above expenses incurred in the management and taxes is $3,164,248.66.

The Chicago, Milwaukee & St. Paul road received from congressional grants 312,930.07 acres; about 15,000 acres more will inure to the company, not including about 180,000 involved in the suit with the Sioux City & St. Paul company. The number of acres sold is 245,214.57, at an average price of $4.65; the purchase price of the land sold was $1,139,456.48; the amount unpaid on outstanding contracts is $666,022.27; the gross amount received, including outstanding contracts, is $1,218,061.22; the amount expended in the sale and management of the lands was $64,897.88; the taxes paid on the lands are $23,464.34; the amount realized from the sale of lands above the expenses incurred in the management and taxes, including the amount unpaid on outstanding contracts, is $1,129,699.

The Chicago, Rock Island & Pacific Railroad received from congressional grants 550,193.51 acres; sold 502,406.86 acres at an average price of $8.25 per acre; received from sales, $2,733,080.59; there is due on outstanding contracts, $1,590,955; the gross amount received from sales and contracts up to June 30, 1882, is $3,404,022.88; the amount expended in the sale and management of the lands is $230,161.49; the taxes paid on the land, $576,552.78; the amount realized from the sale of lands above the expenses incurred in the sale and management and the taxes is $2,597,308.61.

The Iowa Falls & Sioux City road received from congressional grant 683,076.55 acres, has sold 583,265.64 acres at an average price of $6.76 dollars per acre; the amount received from sales is $1,513,202.56; the amount due on outstanding contracts is $1,006,255.45; the gross amount received from sales, contracts forfeited, contracts, etc., up to June 30, 1882, was $3,122,864.29; the amount expended in the sale and management of the lands is $279,874.33; the amount of taxes paid on lands is $613,160.72; the amount realized from the sale of lands above the expenses of management and taxes was $2,229,829.24.

The Des Moines & Fort Dodge road received from congressional grant 35,545 acres, and there is yet to inure to the company 7,000 acres; 6,863.45 acres were sold at an average of seven dollars per acre; the amount received from sales was $6,114.50; the amount unpaid on outstanding contracts is $27,413.90; the gross amount received from sales, contracts, etc., to July 30, 1882, was $18,154.76; the amount expended

in the sale and management of the lands was $813.68; the taxes paid on the lands were $2,407.60; the amount realized above the expenses of management and taxes was $14,933.48.

The net amount realized from congressional land grants by the railroad companies to date of report is as follows:

The Chicago, Burlington & Quincy	$ 3,164,248.66
The Chicago, Milwaukee & St. Paul	1,129,669.00
The Chicago, Rock Island & Pacific	2,597,308.61
The Iowa Falls & Sioux City	2,229,829.24
The Des Moines & Fort Dodge	14,933.48
The Cedar Rapids & Missouri River (956,597.40 acres)	63,961.60
The Sioux City & Pacific	200,000.00
The Sioux City & St. Paul (report of 1878)	786,919.43
Total	$10,186,870.02

We have in a former report suggested that the management of some of these lands had not been such as to apparently produce the best results for the companies to which they were granted. This, however, has long been past remedy. The Railroad Commissioners of Illinois, under the authority given them by statute, have during the last year lowered the tariff of maximum rates in Illinois, and also changed the classification, reducing materially (estimated about eighty per cent), as we learn, the local rates in that State, and, as is claimed by many of the roads, brought the local haulage to a rate that hardly pays the actual ordinary operating expenses. It is not our province to discuss the wisdom of the acts of the Illinois Commissioners, nor is it probable that the *ex parte* statements or the views of those running the railroads are entirely correct and without bias, but we may, we think, without transgressing the bounds of comity, give expression to our views on the establishment of rates that would contribute nothing towards paying interest charges, or any return to the owners of the property in the shape of dividends, how they would affect the interests of Iowa, and all the other Western States whose products must pass through Illinois to reach their market.

That the State has the power to fix the rates has been so often affirmed by the highest authority that no question on that point now remains. It is the duty of the State when it assumes to regulate rates, to do so with a just regard to the rights and interests of the railway as well as the citizen—both parties are in the hands of the State, and have no appeal. The one has the right to reasonable rates for transportation of himself and his property, the other to a reasonable remuneration for its services, which includes a fair return on capital, provided that it is reasonably and judiciously expended. If the local rates are made so low that they barely pay transportation charges, then whatever profit is made by the roads is from through traffic. If this principle is established in Illinois, there is no reason why Indiana, Michigan, Ohio, Pennsylvania, Maryland, Virginia, New Jersey, and New York, may not also require the through business to pay the entire interest on the railway property of those States. The extreme west must either bear the greatest proportion of this burden, or under ordinary circumstances retain its great staples at home, except so far as its producers are able to put them in the condensed forms that would increase their value, and reduce the percentage of freight to value.

In fixing rates, if this is the best method to reach the question, great care should be taken to cover the entire ground, every circumstance should be considered that goes to make up or modify rates. The commerce of the country is now largely carried by the railways, and no State, we think, for a little advantage can afford to use its position and power to fetter it, or disregard the general good of the country.

Iowa commerce passes over Illinois to reach the lake system and Eastern trunk lines. The Commissioners of Illinois vary very greatly in the uniformity of the rates they fix for the commerce of that State. When they are ranged very low the through freight must be taxed higher to equalize incomes. As great injustice can be done to our State by shifting the burdens of local State commerce in Illinois from where they belong, to rest on our through traffic, as by too heavy charges from Iowa to the lakes or trunk lines. Where the territory of one State lies between another and its market, it is evident that the power to arrange freight tariffs should not be wholly in the hands of State authorities. The United States Congress owes it to the States and their citizens to interfere to the extent to which State authorities may be disposed intentionally or insensibly to compel their neighbors to pay part of their transportation bills.

The growth of knowledge of the cost of hauling freight will indicate what the comparative cost should be of carrying local and through commerce. To violate this determination will suggest a remedy, as wrongs in State hauls are now being remedied by State authority, and wrongs in inter-State hauls suggest remedy by Congressional action. This is an additional reason why Congress should take

steps to bring inter-State commerce within rule and regulation, so that burdens may be equitably distributed between local and inter-State commerce.

REGULATION OF INTER-STATE COMMERCE BY THE STATE.

The Supreme Court of Iowa has decided in the case of *John A. Carton & Co. v. The Illinois Central Railroad Company,* that the State has not and can have no control over inter-State commerce. The language of the court is "that an act of the State legislature whose "object and purpose is to control and regulate the shipment of freight "to points in other States, is in violation of Art. I, Sec. 8, of the Con- "stitution of the United States, as being legislation on inter-State com- "merce, a subject which in its nature is national and requiring the "exclusive legislation of Congress. An inter-State contract of ship- "ment entered into by a common carrier is an entire contract, and the "laws of the State wherein it is made, so far as they attempt to "regulate inter-State commerce, do not enter into it as a part of the "contract, being repugnant to the Federal Constitution."

In the case decided, the act approved March 23, 1874 (being an act to establish reasonable maximum rates of charges for the transportation of freight and passengers on the different roads in this State), was in operation. There was a similar law in Illinois, and it was in evidence that the maximum rate in Illinois was lower than the maximum rate in Iowa. It was contended that the contract for shipping was an Iowa contract and followed the freight from the point of shipment to the point of delivery; that the Iowa contract could not be repugnant to any rights or interests of Illinois, as the maximum rate of Iowa was higher than of Illinois; that it was not in conflict with any law or right of the general government, because Congress had not attempted to regulate; the Iowa statute, it is true, had the effect of regulating inter-State commerce; it was enacted in the exercise of a power vested concurrently in the State and National governments, and as it was not in conflict with any law of the general government, it cannot be regarded as an encroachment upon its authority. Until Congress assumes to exercise authority over the subject, it is proper for the State to legislate upon it.

The court held that it was not the intention of the Iowa statute to do more than fix the maximum rates to be charged on

freight shipped within the State. That the fixing of rates of freight shipped from one State to another is a regulation of inter-State commerce; that it is a regulation in conflict with the Constitution of the United States, which gives to Congress the power to regulate commerce among the several States. The court admits that it is competent for the States, in the absence of congressional legislation, to legislate respecting inter-State commerce in a certain line of cases, but these cases have been such as relate to bridges, or dams across streams wholly within a State, police laws relating to pilots of vessels, health laws, and the like, but that the power to enact laws upon subjects in their nature national, and not merely local, is exclusively with Congress. That the holdings of the Supreme Court of the United States in the Granger cases does not sanction the validity of the act of the State legislature, if intended as such, regulating commerce between the States. These decisions determine the power of the State to fix the limit of reasonable warehouse and transportion charges within the boundaries of the State, and when such power is exercised, although it may incidentally affect commerce between the States, yet the laws of the State are not regulations of inter-State commerce because of such incidental results. If the Iowa law became part of the contract for shipment, we would have it control the transportation of freight to its destination, even though it passed through several lines of carriers, and several States, the local distance carried being only a small part of the distance. The court held that such regulation should be national in its character.

Judge Beck dissents, and in a minority opinion suggests that the Constitutional prohibition extends only to those regulations that impose burdens and restrictions upon inter-State commerce; that the statutes that remove burdens and restrictions, which protect it from the unjust exactions of common carriers, are not regulations of commerce contemplated in the Constitution of the United States. He further says that the intention of the statute of the State brought in question was of this character, and that it operated to protect and stimulate commerce.

The transportation question is a broad one. While much good has probably resulted from a knowledge of, and a decision that the States have the power to regulate, yet it is a question whether more interests have not suffered from the exercise of this power than have been benefited by it. The Granger tariff of 1874 seems to have been as nearly

framed to meet the needs of the time as any tariff that was entirely without elasticity could be, and yet we understand the popular verdict after four years of trial was that it was a burden rather than a benefit to commerce.

The Supreme Court of Illinois, in a case brought before it, held the other view from the Iowa court. Messrs. Bailey & Swanell, of Gilman, Illinois, complain that the Wabash Railway Company charge them twenty-five cents per one hundred pounds for freight from Gilman to New York, while their charges for the same class of freight from Peoria to New York, which is a greater distance, was but fifteen cents per one hundred pounds. The defense was that the legislature of Illinois did not, and had no power to, pass a law regulating the charges for the transportation of property from a point within the State of Illinois to a point within the State of New York. The power of the State to fix rates was really the only question involved. The court says that section 8, Article I, of the Federal Constitution, which declares that Congress shall have power to regulate commerce among the States, does not refer to cases of this character; that the law of a State that may incidentally affect commerce between the States has never been regarded as falling within the inhibition. The court says that the law does not purport to exercise control over any railroad corporation that does not operate a road in the State, or such companies as have domestic relations with the State. It quotes from the opinion as rendered by Chief Justice Waite, in the case of *Peik v. The Northwestern Railroad*, as to the effect of the statute as a regulation of inter-State commerce, that the statute was not passed for the purpose or with the view of regulating commerce among the States; its object was to reach railway companies which derived their powers to transact business from the State. The Wabash company is engaged in State as well as inter-State commerce, and the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction, even though in so doing those without may be incidentally affected. Should Congress pass a law regulating the charges of railroads engaged in inter-State commerce, it may be that Illinois would be confined to charges for the transportation of property wholly within the State, but no such law has been passed.

We have examined the two decisions, and the diametrically different conclusions are evidently to a great degree influenced by the construction put on the meaning of the statement of the opinion of the court in the case of *Peik v. The Northwestern Railroad*, where it says "the law "is confined to State commerce, or such inter-State commerce as directly "affects the people of Wisconsin. Until Congress acts in reference to the "relations of the company to inter-State commerce, it is certainly in the "power of Wisconsin to regulate its fares so far as they are of domestic "concern. With the people of Wisconsin this company has domestic "relations. Incidentally they may reach beyond the State, but certainly "until Congress undertakes to regulate for those without the State "Wisconsin may provide for those within, even though it may indi "rectly affect those without."

We think the construction of this section by the Iowa Supreme Court to be the correct view. Wisconsin may fix a maximum rate of fares and freight transportation within the State. Even if this rate should incidentally (for the purpose of paying interest or dividends upon the property invested in the road), increase the cost of through transportation, the Supreme Court of the United States would not hold it to be a regulation of inter-State commerce,—its relation is purely domestic, and the company, whether chartered by the State, or operating a road in the State under the sanction of State authority, has such domestic relations as would authorize the State legislature to fix rates within the State. The court held the relation of the lessee to the State was the same as if the company was chartered by the State. We are the more convinced of the correctness of this view, from the treatment of the subject in two cases subsequently decided by the United States Supreme Court: *Hall v. De Cuir*, and *Railroad Company v. Hannan*, reported in 95 U. S., 465 and 485. These cases go to the extreme the other way, determining that even in the exercise of police regulations, and for purely sanitary purposes the State may go beyond the proper limit, even in matters over which it is conceded that the jurisdiction belongs to the State.

In the latter case the court says "whatever may be the power of a "State over commerce that is completely internal, it can no more pro- "hibit or regulate that which is inter-State, than that which is with "foreign nations."

We understand that the Wabash company terminates its lines at Toledo, and that the larger portion of its freight reaches New York over the lines of the Canada Southern and the New York Central roads. A regulation by the State of Illinois of rates to New York

might dictate rates to both these lines. There can be no pretense that the legislature of Illinois could fix or enforce rates on a Canada road, and we think it equally true that it could not on a New York road. The former derives its charter from a foreign nation, which alone has the power to fix its charges and regulate its business; the latter road is entirely within the limits of the State of New York, and subject solely to its control.

FREIGHT WAR OF RATES IN 1881.

During the month of July, 1881, a war of rates broke out between the trunk lines connecting the West with the sea-board, and continued during the remainder of the year. Rates were reduced to a point that the loss of net earnings for the six months was estimated at more than six millions of dollars below what had been regarded a reasonable rate. The danger of such a loss inflicted upon the railroad interests, the failure to earn dividends, and the consequent depreciation of so large an amount of property, led them to terminate their differences by compromise. After squandering their resources in fighting, the solvent roads of the country always end their difficulties this way: the insolvent roads having no interest to pay, and no dividends to provide for, continue the fight until they are absorbed by some strong line. It was not very difficult to settle upon the proportion of through freight to which each line was legitimately entitled, but a new question arose, or rather a solution of an old question on a different basis arose, which was termed

DIFFERENTIAL RATES.

Or, in other words, the representatives of the New York lines claimed that the rates from the West to New York should be the same as those to Philadelphia and Baltimore, the difference having been before the July contest two cents less to Philadelphia, and three cents less to Baltimore per one hundred pounds. Some difference had hitherto been satisfactorily based on the difference of ocean freight from New York, less that from Philadelphia and Baltimore. It was claimed by the New York roads that by improved facilities at the latter places for receiving, hauling, and loading, and fortunate arrangements with the steamship lines, that the ocean freights had become nearly the same from all three ports. The representatives of the lines terminating in New York were well satisfied with the different rates, until the possibility of losing a large amount of their business dawned upon them.

The city of New York was aroused, and the controversy was carried from the railways to the terminal cities, the public in each demanding that the railways should protect the interests of their respective cities.

AN ADVISORY COMMITTEE.

An advisory committee was appointed by the officers of the four roads interested, consisting of Messrs. Thurman, Washburn, and Cooley, to determine whether uniform rates should be adapted to each of the three cities, or whether differential rates, and to what extent, should be maintained. The railway companies stated the case to the commissioners, and volunteered to furnish them any information that peculiarly belonged to their lines, whenever called for, and seem to have left the people interested to furnish the commission the facts and circumstances that affected their localities. The Produce Exchange, Board of Trade, and Chamber of Commerce of New York, and similar organizations in Philadelphia and Baltimore furnished the commissioners statistics, industriously collected, and supported their positions by arguments carefully and thoughtfully prepared, as the representatives of cities whose life blood, their commerce, might be gradually sapped by an unfavorable policy recommended by this commission. In July, 1882, the commissioners made their report, and the railway companies have accepted it as the basis of their action. Their report continued for the present the differential rates previously in force, and concludes with a striking suggestion, that although the rates are just and proper to-day, it does not follow that they will be just indefinitely, and that whenever they shall be found to give a forced or unnatural direction to trade, or whenever they shall deprive any of the seaports of the proportion of business that would naturally come to it under the operation of normal competition, then it would be right to modify or abolish them.

These gentlemen examined and discussed the principle of mileage and thought this was not the basis to determine the question upon; they studied the effect of competition and concluded that it was not the basis; they examined the cost of service rendered, and concluded that this was the proper basis; but they did find that the ocean freights during the year 1881, averaged from Philadelphia two cents per hundred pounds, and from Baltimore three cents per hundred pounds more than they did from New York by steam and sail vessels, and that under this condition there was no evidence that Philadelphia and

Baltimore business, to which the differentials were applicable, is now increasing more rapidly in proportion than New York, and concluded that so long as this condition lasted the rates were right. We think they have settled the question in the only way that it can properly be done, taking the entire western freight of grain or other produce from Chicago and the Mississippi and Missouri River points to the final market, Liverpool or London, and give to each of the Atlantic cities the through rate less the ocean freights. They further suggest that accurate statistics of the railway commerce be kept, and that they be furnished to the public. Publicity they claim will correct many of the evils of which the people complain. They do not think that questions of this character can be determined arbitrarily, but that large powers of self government have been left by law with railway managers, and it is their duty to serve the public with fairness, and to distribute the benefits and burdens incident to their occupation fairly and justly.

These gentlemen reached the conclusion that all men who have thoughtfully and impartially studied the subject have hitherto arrived at, that the questions that arise in solving the transportation problem cannot be decided or settled aright by any inflexible law or preconceived opinion; that they are so varied in character and surrounded by such a multiplicity of circumstances that each case must be determined separately and by itself; must be studied with reference to underlying principles and conditions that fail to attract superficial notice.

A careful study of transportation as it affects the industries of Iowa will suggest that volume of products seeking transportation, and location of competitive producers has much to do with cost of carriage. A car load of butter is shipped from central points in Iowa to the eastern sea-board with profit to the carrier at one cent a pound. A dairyman living one hundred miles from the same destination pays more than one cent a pound. The volume of the product in Iowa is such that it is desirable business to haul butter by the car load at one cent a pound, while the hauling of small lots at more than a cent a pound one-tenth of the distance may not be profitable to the railroad doing the service. On the other hand, if Western butter paid charges per pound according to distance hauled it could not be profitably manufactured. With regard to location of competing producers in relation to the market in which they sell it has been determined from experience that like products from Iowa factories must reach

their common market at nearly the same rates, or the ones farthest from market will be shut out by the larger rate. When New York is the market for cured meats Iowa packing-houses must have nearly uniform rates—half a cent a pound takes cured meats to the sea-board from Iowa—and from one county as cheap as another; they must have rates about as low as packing-houses located in States farther east, and on products sent west of the Missouri rates from Illinois are made nearly as low as from Iowa. Factories located in Iowa making farm machinery require low rates on raw material that will enable them to compete in Iowa with the same products manufactured in States farther east where material is cheaper. This principle is at the basis of all manufacturing in Iowa, and interference with it beyond insisting on like rates for like customers for like uses would stop most of the wheels in the State. Classification of roads cannot interfere, neither can distance be closely estimated. A weak railroad must give as favorable rates as a strong one or the new industry will locate on the strong road. Carrying done for new manufactures is based to some extent on future prospects; while it may need special favors from a railroad that could not be extended to all freight of the same class, its prospective business when developed will justify the anticipation of lower rates on all freight, as increased freight always brings about lower charges.

It would be well for the public and the railway system if Congress should pass a commissioner law and place upon the commission men of the learning, fidelity, and fairness of these gentlemen to determine the differences that arise between the people and the railway corporations. The student of the railway problem fears congressional or State legislation that would tend to abridge the freedom of commerce, by prescribing rules or enactments made by the most fair and expert legislators. With all the ability with which the subject has been studied for the last fifty years, no rule has yet been found that would give the cost of any special service, although the railway managers have made every effort to arrive at it. They know that by charging high rates for carrying valuable articles, and low rates for cheap articles, that the business can be done satisfactorily, and if the volume of business is sufficient the road can be profitably operated. A computation of averages is the nearest approach to cost arrived at.

It may be proper to give the means of forming a correct idea of the volume of business carried by the roads whose differences these com-

missioners have settled. The New York Central & Hudson River Road, in 1881, carried 11,591,379 tons of freight, which is 996,205 tons more than was carried on the six thousand three hundred and thirty-seven miles in the State of Iowa. The cost of handling this freight per ton per mile was .562 cents, the charges .780 cents, leaving a net profit of .218 cents per ton per mile. The Erie road moved 11,086,823 tons at a cost per ton per mile of .529 cents, at a charge of .805 cents, leaving a net profit of .276 cents. Fifty-two and one-half per cent of all the freight handled by this company for the year 1881 was coal. The Pennsylvania road, in 1881, moved 18,229,365 tons at a cost per ton per mile of .437 cents, at a charge of .799 cents, and a profit of .362 cents. We have no means of determining what proportion of this freight was coal, but presume about as large as the Erie. We have not the tonnage of the Baltimore & Ohio road for the year, but judge that it will not fall short of the Erie—five millions of this tonnage is reported as coal in Poor's Manual.

It is by the rate charged on these lines that the values of Iowa products are measured more than by local rates. The people of Iowa are specially interested in low rates for long haulage.

Reduction of cost and annihilation of time comparatively have brought the Iowa farmer and the eastern consumer closer together, resulting in the steady rise of Iowa lands. The reduced cost at which our products are placed in European markets, has a tendency to equalize the value of land here and abroad. The value of lands abroad has for a number of years gone steadily down, while the value of our lands goes steadily up. There is good reason to expect a continuance of this condition regarding landed property as the volume of traffic increases and the rates consequently go down. Cheaper money and plentier home capital will compete while there is profit in the carrying trade.

MR. VANDERBILT'S SUGGESTION.

Mr. Vanderbilt is credited with at one time having made the assertion "that railroads take all they can get." This frank acknowledgment has been the theme of censure, and the public have looked with anything but favor upon the avowed greed of the representative of one of the great corporations.

The idea of Mr. Vanderbilt is more aptly expressed by the railway manager in the phrase "what rate will the commodity bear?" The freight agent who is seeking to transport any class of produce from

one point to another, must make his rate with reference to the value of the commodity where he gets it, and the value at the points to which he sends it, and the prevailing rates from other points that are competitive, as well as values at those points; from these he can determine what rate the produce will bear and he must either take it at that rate, or not move it at all. It is true, as can be shown, that his roads, the New York Central, reduced its rates from 2.743 cents per ton per mile in 1868 to .879 cents in 1880. The Lake Shore from 2.336 in 1868 to .758 cents in 1880. The Michigan Central from 2.450 in 1868 to .842 cents in 1880. These wonderful reductions in twelve years of sixty-six per cent have not by any means been due to any special concession to the public welfare, but to the fact that his roads had the capacity for an immense business, with a full equipment, but at the same time the freight must be carried at such rates as it would bear, or abandoned to his rivals. His interests were served by moving freight which would have availed itself of lake and canal transportation if he had not offered rates that made it desirable to ship it over his roads. A fuller illustration of the correctness of his statement is shown in the railway classification. Valuable goods are classified differently and charged higher rates, not merely for the insurance risk, nor that the cost of carriage is any greater, but that they will bear the higher rate without being materially felt by the shipper on account of the slight percentage of freight to value. Products of small value that will hardly bear transportation charges, are often moved at no profit, at times when business is dull. It is often found to be policy to keep men employed and cars moving if the freight pays simply the cost of transportation.

The roads reporting to this Board give a total of equipment of 2,562 locomotives and 85,206 cars, or a total value of about $50,000,000. This is probably not far from the value of the equipment of the roads controlled by the Vanderbilt parties. The interest on this equipment at six per cent is $3,000,000 per year, or $8,219.18 per day. It is all important to keep this property employed, and the lowest rate can be made when all cars are fully loaded in both directions, and when all the wheels are kept moving.

Our views on this subject are expressed very fully by Edward Atkinson, one of the ablest collectors of statistics in this country, and one of the most philosophic writers on the relations of the railroad and the producer. He says "it cannot be too often repeated that the railway

"and the steamship have eliminated distance. The Western farm and "Eastern work-shop, the Southern plantation, and the Northern factory "have been brought near each other, and in the process the very lines "of railroad that have been most profitable to their owners, are the "specific lines that have performed the largest service at the least cost "to those who use them. One day's wages of a common mechanic in "Massachusetts, will pay the cost of moving his year's subsistance from "Chicago to Boston.

"When we consider this we may realize that Mr. Vanderbilt, and his "associates who led the way to the consolidation of railway service and "thus rendered low costs possible, were the great communists of the "day. They brought a community of subsistance, and carried abund- "ance to the door of the common laborer. For every cent they earned "in the railway traffic and added to their great fortunes, the people have "saved a dollar's worth of labor in the work of earning their subsistance "by the reduction of the charges that steadily accompanied the increase "of the traffic upon the railroads. It matters little whether their "motive was of pure selfishness, or enlightened self-interest, the result "is the same."

RAILROAD REPORTS.

Mr. Poor in his Manual for 1881, suggests that all railroads be required to report at one time. We might add that if some system of accounts that would cover all statistical information needed could be adopted, and uniformly reached, comparisons of great value could be made, and correct ideas of the cost and value of the service be obtained. This Board has struggled through five reports, and sought in every way to secure uniform information. The answers to very many questions asked being derived from different methods of keeping accounts, have been far from satisfactory, and very many things have been of necessity estimated by the Commissioners. If all the roads would make their reports on the 30th of June, and adopt the system recommended by the Railroad Commissioners, or some other, the information furnished would be the same from each, and the reports would give a much more intelligible statement of facts and conditions.

STRIKE OF THE FREIGHT HANDLERS IN NEW YORK.

During the past summer there was a strike among the men handling freight at the depots of the roads in New York. The strike was general and seriously hindered the forwarding of goods. We have no means

of knowing whether the wages paid these men were suitable compensation for their services or not. A strike is always unfortunate for the laborer who loses his time, and the employer who suffers in about the same ratio. It would seem that some plan might be devised by which the equities could be reached without this loss. The public, we think, rather sympathized with the freight handlers, and the commercial organizations of the city showed a strong disposition to force the railways to terms at advanced rates. The difficulties were finally adjusted in accordance with the law of supply and demand, which seems to be the final arbitrament of all such difficulties.

CAPACITY OF FREIGHT CARS.

Until within a few years the freight cars of the standard gauge roads were not allowed to carry more than ten tons of freight, and any excess of this amount was charged double rates as a penalty for overloading. The generally received opinion of the railroad manager was, that this was about the limit of capacity for eight wheeled cars. These cars then, as now, weighed not far from ten tons.

The introduction of the narrow gauge was heralded by the claim that the amount of dead weight was less to the load than could be carried on the standard gauge, the original cars weighing about five tons being rated for loads of seven and one-half tons. This seems to have set the reflecting railway manager to thinking whether the cars of the standard gauge might not be arranged to carry a similar proportion of tonnage to dead weight. The result has been that at the present time but few eight-wheeled cars of standard gauge are built with a carrying capacity of less than twenty tons. This seems to determine that there is greater economy in moving freight in cars of the greatest carrying capacity. This is one of the reasons why the rate per ton per mile is being reduced, as but little more power is required to haul thirty cars each loaded with twenty tons than loaded with ten tons. The expenses for train men are the same, and the cost and maintenance of cars about the same. If the narrow gauge road had done nothing more than educate the car builder and the railway manager as to the capacity to which cars could be increased with safety, it is worth to the public and the railway system all that it has cost.

A committee was appointed by the Master Car Builders Association to examine and report whether the carrying capacity of freight cars could be safely increased above twenty tons. They issued a circular in

which they state some of the most important advantages to be gained in transporting any given amount of tonnage in thirty ton cars, less cost of cars, of repairs, of dead weight, less number of way-bills, shorter trains, shorter side tracks, less number of brakes, journals to oil, wheels to inspect, and less number of train men. They submit the following table, showing the number of box cars required to transport 1,000 tons of freight, the cars of different capacities:

	With ten ton cars.	With twenty ton cars.	With thirty ton cars.
Number of cars to carry 1,000 tons	100	50	34
Weight of cars to carry 1,000 tons	1,000	550	412
Length of train to carry 1,000 tons	3,100	1,550	1,400
Cost of cars to carry 1,000 tons	$ 57,000	$ 30,000	$ 21,450
Number of brake shafts, levers, and connections to carry 1,000 tons	500	250	170
Number of brake heads, shoes, and wheels to carry 1,000 tons	900	450	306
Number of brake beams to cary 1,000 tons	200	100	68
Number of draw-bar stops to carry 1,000 tons	800	400	272
Number of draw-timber fixtures to carry 1,000 tons	400	200	136
Number of draw-bars to 1,000 tons	200	100	68
Number of bolster and draw-springs to 1,000 tons	600	300	204
Number of journal bearings to 1,000 tons	800	400	272
Number of journal boxes to 1,000 tons	800	400	272
Number of axles	400	200	136
Number of wheels	800	400	272
Weight of tracks	450 tons.	250 tons.	175 tons.

The committee submits a series of questions to the master car builders of the various roads, of which the following is the answer in at least three-quarters of the replies: That the difference between the cars of the capacity of twenty tons and ten tons, so far as wear and breakage of wheels, is very little; that greater weight is required in wheels, but not much; that the extra wear of journals is slight, if any; that there are no more hot boxes nor is better oil required; that the repairs to cars generally are no greater; that there is no more tendency to deflection in car bodies; that cars from thirty-four to forty feet in length can be run as safely as shorter. About one-half think the carrying capacity could be increased from twenty to thirty tons with economy, and that the size of journals and weight of wheels should be increased over the master car builder standard. The others seem to regard the twenty ton car a success, and think it unwise to

attempt to enlarge the capacity beyond that point. They were unanimous in the opinion that 1,000 tons of freight could be hauled with greater economy in twenty than ten ton cars.

The committee concluded that freight can be carried in thirty ton cars with as much safety and greater economy than in cars of less capacity, and recommend the building of a few cars as an experiment of thirty tons capacity, increasing the weight of wheels to five hundred and seventy-five pounds, and use the master car builders' standard axle, or a larger size.

The conclusions of a majority of the men who have devoted the most time and thought to this subject are valuable, interesting, and if correct, will go to form another factor in cheap transportation. The limit of weight in this case is probably a little more than five tons to the wheel. This is considerably less than the weight of the locomotives generally and successfully introduced on most of the roads. The general use of cars carrying thirty tons would be a reduction in the carriage of every thousand tons of paying freight, of the haulage of five hundred and eighty-eight tons of dead weight, or nearly sixty per cent over the ten ton car, and one hundred and thirty-eight tons or twenty-five per cent over the twenty ton car. The extra power required to haul the dead weight of the car has always been one of the heaviest burdens imposed on products that must be moved by rail. The effect of strong winds on a long train, particularly in a prairie country, has also seriously decreased the moving capacity of a given power. A thirty ton car would probably be as little affected by this as a ten ton car, and the percentage of its moving capacity would be correspondingly increased. The low grades, the steel rail, and the minimum percentage of dead to paying weight are three important factors in cheap transportation.

CONGRESSIONAL REGULATIONS.

There have been many suggestions as to congressional legislation in regard to railroads, and a multiplicity of views advanced. The Hon. Charles Francis Adams, Jr., prepared a bill for the last Congress by which he proposes to establish a bureau of the Interior Department, consisting of three commissioners who should exercise a supervision over that portion of the business of railroads that passes from one State or Territory to another, but limiting the supervision to questions of commerce between the States, and the methods of operation affect-

ing it. The duty of the commissioners was to investigate all complaints of discrimination of charges, or method of rendering service as a common carrier in commerce between the States by any railway corporations, to furnish copies of their findings to the railway companies, and the parties complaining, and also to the Secretary of the Interior.

The board should endeavor to procure the data necessary for the gradual enactment of an intelligent system of national legislation regulating inter-State commerce, and was required to make an annual report to the Secretary of the Interior.

The bill varies but little in the underlying principles from the Iowa Commissioner law, which was framed mainly from the Massachusetts law, probably Mr. Adams's plan, after having studied the workings of the commissioner system in England.

To use his own words, "the policy of Great Britain adopted in 1865, "was an expectant one. The railroad system was to be left to develop "itself in its own way as a recognized monopoly, held to a strict ac- "countability as such. Whenever it should appear that it abused its "privileges and power, then the time for action would have arrived. "To better watch over it an exceptional piece of government ma- "chinery was provided in the form of a board of commissioners, whose "duties were to hear complaints of private parties and intervene in "cases of difficulty between the companies themselves."

THE REAGAN BILL.

Mr. Reagan introduced a bill in Congress on December 19, 1881, which made it unlawful for the railway companies to charge or receive any greater or less amount of compensation from one person than another for like and contemporaneous service; that all charges must be reasonable; that all services shall be performed alike for all parties; that no rebates or drawbacks should be allowed; that pooling freights on different and competing roads, or any contract or agreement between them as to rates, should be unlawful; that schedules of rates, containing the classification, the stations, and the charges for hauling, storing, and handling, shall always be kept posted; that no schedule shall be changed until copies of the new schedule shall have been posted at least five days; and it shall be unlawful for any company to charge or receive either more or less than the schedule rates; that it shall be unlawful to charge more for a shorter than a longer distance

in one continuous carriage. That for a violation of this act, the corporation shall pay to the party damaged by greater charges, three times the amount of damage sustained, which in no case shall be assessed at less than five hundred dollars; and for each offense in addition, a penalty of one thousand dollars shall be recovered by the United States, one-half of which shall go to the informer; that it shall be the duty of the United States District-Attorney to prosecute, and the action shall be in the nature of an equity procedure; and that the parties accused shall be compelled to testify against themselves, and produce books and papers for the purpose of convicting themselves. The directors, officers, and managers, or agents, are made liable if they directly or indirectly aid or abet any infraction of the act, and are to be fined not less than one thousand dollars for each offense. The bill refers to car load lots, and is confined to inter-State commerce. It makes one exception: the roads may carry for the United States at less rates than for the general public. Many other bills were introduced, but generally betrayed a total lack of information or thought upon the subject, so that it is reasonable to suppose they were gotten up for home distribution, without any expectation of their being acted upon. There is, however, one exception; Senator McDill, of Iowa, introduced a bill in the Senate which provided for a board of railroad commissioners, three in number, one of whom should be a civil engineer with practical railroad experience, one familiar with the agricultural, commercial, and manufacturing interests of the country, and one a specialist in railroad questions or of approved legal attainments. That this board shall exercise a supervision over the transportation companies, limited, however, to inter-State commerce, whenever called upon to do so by the railroad commissioners of the several States, and all discriminating charges shall be investigated if desired by the complainants at the place where the cause of complaint originated; that it is the duty of the board to collect statistics bearing on inter-State commerce, and it may require annual reports from all persons or corporations engaged in inter-State commerce; that on the first day of October of each year, the commissioners shall make a report of their doings to the President of the United States, embodying such facts, statistics, and data, as are deemed important for the proper regulation of inter-State commerce; that the commissioners, in all cases of complaint of a violation of law, or the failure to perform the duties of a common carrier of inter-State commerce, shall give notice of their find-

ings to the parties interested and report the same to the President with recommendations in relation thereto; that every unjust discrimination against persons or places, that all extortions, that all concessions of rates or drawbacks, and all devices whereby one shipper or locality is given an undue advantage over another, are declared to be against public policy, and it is specially the duty of the commissioners to investigate such cases and report them fully in their annual report.

The bill introduced by Mr. Reagan met the combined hostility of the entire railroad interests of the country. It was contended that this bill prevented any discriminations, whether just or unjust; that the entire transportation business, to be a success, must be discriminatory in its character,—high rates were charged on valuable goods largely in excess of the cost of transportation and insurance, in order that more bulky and less valuable property could be moved at low rates. It was contended that the railroads were now carrying the products of the country cheaper than any form of railway transportation known; that the tendency of the bill would be to destroy the elasticity of the system; that the rates under the provisions of the bill must necessarily be increased. It was claimed that the pooling of earnings forbidden by the bill was beneficial rather than detrimental to the public interests, the pool being defined as "an agreement among "them for each to accept as its share of the competitive business at a "moderately remunerative rate common to all, what shall be judged "to be its just proportion by an umpire or board selected by them all "to make such apportionment."

If every business interest is better served by reasonable uniform and steady rates than by those subject to constant and often extreme fluctuations, if every market is accessible to the shipper and variation of rates to different points due only to natural or acquired advantages, then their reasoning is correct, and any law prohibiting pooling works a hardship on the railway and the shipper. The railway companies object to being held strictly to posted rates; they claim that it is absolutely necessary to vary their rates at times to meet circumstances that constantly arise; that no one can be injured by change of rates if all parties under similar circumstances are treated alike.

Mr. Depew, in an argument before a railway committee of the New York legislature, gives the following illustration: They quarry the stone and manufacture cement at Roundout, a station on the line of the New York Central & Hudson River road. A large contract is to

be let at Indianapolis; at Louisville, within one hundred miles of Indianapolis, they manufacture cement as cheaply as at Roundout; the Roundout manufacturer can only compete for this contract by getting rates to Indianapolis as low as the Louisville manufacturer does. The New York Central and connecting lines, by carrying the freight at less than cost, enable him to get the contract; an important industry is kept going and sustained by this and like concessions; a large population is kept employed; the railroad company gets its pay by charges for supplying this community with what they eat, drink, and wear. His road does the same for the iron-smelter; it carries ore to his furnace for less than cost; a village is built up and a population brought together that pays back to the railroad for supplies and otherwise, largely more than the loss on the transportation of the ore. If every article must be carried below cost, because the iron and cement were, then the cement man and the iron man must either abandon their business or reduce its proportions to paying rates. The railway company and the locality, he claims, are both benefited by this low rate, and no one injured thereby, unless it may be the Louisville man, who has no business relations with the road.

If the manufacturing interests of Iowa are developed to any great degree it must be by the extension to them of special rates, and the only way in which the Iowa manufacturer can succeed is by special rates, to enable him to meet his competitors on equal terms. If the oat-meal manufacturers of central Iowa, as they have done recently, can place their goods in London and Glasgow for fifty cents per one hundred pounds, they can compete with the Scotchman on his own ground and in his own product; otherwise the oats must be fed to stock at home in the place of cheaper food. The railways get their support from the communities and interests they help to build up, and no other industry suffers if under similar circumstances all are treated alike.

For a violation of the law heavy penalties are enacted, one feature of which is peculiarly distasteful to fair minded men, that is the provision that one-half the penalty, which shall in no case be less than one thousand dollars, goes to the informer; that congressional legislation should, in cold blood, set the spy and the informer to destroying the prospering industries of the country, is to us monstrous. This character at his best estate is detestable, and if in the prosecution of criminals he is sometimes necessary, it is no reason why he should

be injected into, and made an instrument to rob the industrious. If parties are injured by the violation of law by these corporations, it is proper that their losses should be repaid, and that in addition they should be paid their reasonable expenses incurred in obtaining their rights; beyond this they have no legitimate claim, and any attempt to give them more is a more serious offense against justice than in charging them a higher rate for railway service than some one else. We regard punitive damages in this character of cases as injurious, and an exercise of arbitrary power utterly at variance with the principles of commercial legislation.

The exception to the ironclad law that railways may carry for the United States cheaper than for anyone else, is a striking proof that the underlying idea of perfect equality in all things should be sometimes varied. Why the government that makes the law should offer itself as the only exception to its provisions may be a subject of profitable study.

The bill offered by Senator McDill, like that of Mr. Adams, provides for a board of railroad commissioners. These two gentlemen have both served some time as railroad commissioners, and have educated themselves upon this subject with the same surroundings; both have spent years studying the subject from a philosophical standpoint, and with an eye to the best interests of their respective States and the general good of the country, have sought to fasten upon the transportation companies only such restraints as would benefit the public without injuring the service; that they have done this intelligently no one will question.

Senator McDill makes the commission an independent body and requires reports to be made to the President direct. Mr. Adams makes the commission a bureau of the Interior Department, and requires reports to be made to the Secretary. We think Senator McDill's bill is better, as the subject is too important to be made subsidiary to any of the departments. Senator McDill defines what shall be unlawful in the way of unjust discrimination, extortion, special rates, devices whereby one shipper receives an unjust advantage over another, and declares them to be against public policy. Mr. Adams leaves the determination of these matters to the commissioners. They both evidently contemplate a commission of high character as to its *personnel* and leave much to be developed in its workings. Both contemplate that this board shall collect the data from which an intelligent system of National legislation regulating inter-State railroad commerce shall be evolved.

DOMESTIC EXPORTS.

Mr. Nimmo says that the value of the domestic exports of the United States for the year ending June 30, 1871, was $442,820,178; for the year ending June 30, 1881, was $902,319,473, or an increase of $459,499,295; that this increase is chiefly in the products of the Western and Northwestern States, a large proportion of which was transported to the sea-board by railroad, and he credits much of this increase to the reduction of rates from the Mississippi and Missouri rivers to the ocean. He says they were reduced from 1.77 cents per ton per mile in 1873 to 1.07 cents per ton per mile in 1881, a decrease of thirty-nine and one-half per cent.

No stronger argument could be presented to show that inter-State commerce flourishes best with the fewest restrictions possible, and it must be admitted that the West has been enriched by its freedom.

FREE CANALS IN NEW YORK.

This Board learns with great satisfaction that the amendment to the Constitution of the State of New York was passed at the November election by more than two hundred thousand majority. The effect of this is to free the canals from tolls and maintain them at the expense of the State. This course was probably necessary to hold the supremacy of the port of New York and prevent the grain of the West from seeking an outlet for Europe at New Orleans or other ocean ports.

We regard this as a great and permanent gain for the Western States, and a constant and reliable avenue for cheap transportation. The canal will always act as a regulator of rates from Chicago to New York, and will never furnish less facilities than it does now. It may in the future be so enlarged that the lake vessels will carry their cargoes to New York instead of making the transfer at Buffalo.

The influence the improvement of transportation facilities in one section of the country has upon another, is aptly illustrated by the abolition of tolls on the State canals of New York. The improvement of the Welland Canal and the deepening of the mouth of the Mississippi River naturally induced New York to look to her commerce. Cheapening of carriage over a part of the route to the sea-board will decrease the price paid to the producer, and the farther improvement of the Mississippi and tributaries will have a tendency to reduce far-

ther the cost of transportation, not only over that commercial highway, but over all competing routes to the sea-board.

POOLS.

During the summer past the Northwestern, the Chicago, Rock Island & Pacific, and the Chicago, Burlington & Quincy railroads meeting at Des Moines, disagreed concerning the distribution of freight, and a war of rates followed continuing till October, disturbing business for one hundred miles wherever Des Moines merchants competed with others within that distance.

The Chicago, Milwaukee & St. Paul, the Chicago, St. Paul, Minneapolis & Omaha, the Chicago, Rock Island & Pacific, the Burlington, Cedar Rapids & Northern, the Minneapolis & St. Louis, and the Illinois Central railroads operating in Iowa, are now cutting rates wherever they come into competition, disarranging business entirely throughout the State.

There is something startling in the reflection that the business of the whole Northwest should be deranged by misunderstandings between railroad men relative to their share of freight and passengers at given points, and the several deleterious results that attend and follow a war of rates are far reaching in their consequences. Weak railroads, built as competing lines are wrecked, and the investment lost to the owners. Merchants are ruined or paralyzed, when competitors can get goods for as much lower freights as more than equal customary profits. Non-competing points must make good the loss endured at the points where the cut rates carry freight and passengers for less than cost. Every station within competitive distance pays higher rates and suffers in consequence. Producers are charged too much at non-competing points, and the profits of their business unjustly curtailed, or entirely appropriated. Uncertainty prevails regarding future enterprise. Dissatisfaction ensues, and a sense of wrong results. There is no practical remedy under any existing law for any of the abuses mentioned. If a railroad cannot stand out against a stronger one it must succumb, and be eventually incorporated with some stronger line, thereby lessening the number who control our transportation systems. It is difficult to lay down a rule that would prevent unjust discrimination at every point, and difficult to fix a minimum rate, as the volume of business at any given point enables the carrier best to gauge the rate, but the burden of proof should rest on the carrier to show why car load lots going eastward from stations in Iowa should pay as much as lots from stations farther west. We have half the railroads of the world. Our railroads are fast developing every State and Territory. The evils incident are trivial in a general sense compared with the good consequent upon commercial development by rail. The community, however, is made up of the individuals composing it, and neither passion, prejudice, power, nor pelf, in him who controls a railroad, should be permitted to destroy the estate or prosperity of the individual, as cutting of rates during the past season and at present is doing in Iowa. The first requirement in transportation is a fair rate, and the next a steady rate. Our people are slow to complain of a high rate if it is unvarying, but when one town in the midst of an hundred gets unusually low rates, in consequence of cutting or pooling that the others cannot have, derangement follows that affects every business relation of the whole, and discontent ensues that reaches every relation in life. There is urgent need of a power commensurate with the jurisdiction of through railroads, that can interfere to settle differences between railroads, to prevent a railroad being wrecked, to prevent a town being unjustly discriminated against, and to whom an individual may go for justice be he the poorest citizen of the republic.

The strongest barrier in the way of instituting a power by the federal government able to deal with a railroad, or system of railroads, is the apprehension in the minds of railroad men that such a power would go too far. No power yet called into being has gone too far. Congress and State legislatures have created courts that are found competent, but too slow, and too expensive, for practical relief. The States have created commissions that are not likely to go so far that public opinion will not bring them back, but are gradually collecting facts for general information, and establishing precedents that will grow into codes of authority governing State commerce. State commissioners can establish no precedent that fails to meet the approbation of intelligent men in railroading and out of it. A federal commission need give no more apprehension to inter-State commerce, than a State commission gives to State commerce. It is to be hoped that it would gradually stop the practices prejudicial to commerce, that will be stopped, either this way or by methods more heroic.

The producer is often forgotten in fixing rates; nobody represents him; satisfaction may be general while he is unheard and overlooked;

unrest and dissatisfaction may be prevalent, while other classes are accommodated.

The most prominent complaints regarding rates are from non-competing points that suffer in competition with points where pool rates on one or more sides are lower. Farmers selling or buying at such points feel the discrimination more than the merchant, and the Commission in determining cases will be induced to regard the rates fixed at the competing points as *prima facie* fair and reasonable for like amounts of Iowa freight.

If the losses consequent upon the wars of rates that have prevailed in Iowa during the past season were equalized, and reductions in transportation of freight and passengers as much lower as the loss will make general incomes, increased travel would result, and encouragement given to the industries of the State that create freightage for the railroads. The Commission therefore are justified in recommending lower rates for freight and passengers uniformly distributed.

Iowa products that aggregate in the hands of individuals, like butter and meats, and in some instances live stock, and other products, command low through rates. The manufacturer, to be enabled to compete with more favorably located rivals, with regard to material and markets, has rates commensurate with his requirements. The wholesale dealer in the State, to be able to compete with his more formidable Eastern rival, requires rates, and gets them. The theory of the carrier is to ignore to some extent time and distance in overcoming the comparative disabilities of the growing industries of the State. Representatives of those industries have a hearing, can press their claims with detailed statements of facts. Heavy shipments are controlled by individuals who are acquainted with railroad men, who associate with them in public and private life, and who bring to bear the combined influences, knowledge of the situation and the advantages of association. There are classes in Iowa that possess none of these influences: that is the producer, the small shipper, and country merchant, and it is the especial duty of the Railroad Commission to see that they are not unjustly discriminated against.

Iowa railroads have about one thousand stations. Freight trains stop at each of them every day to gather the products of the State bound for markets abroad. It is very rare that reasons exist for giving one shipper lower rates for car load lots than can be had by all shippers. It is very rare that reasons exist for charging as much for

a given distance as for a longer distance. When unjust discrimination exists regarding shippers, or distance, it is nearly always at the expense of the carriers, and always makes resentment in the minds of those who are denied like favors.

Publicity of all that concerns the corporation will do more to correct abuses through enlightened public opinion than will speculative statute. We believe it due to the public, that when corporations are created to conduct undertakings too extensive for private enterprise, it should be made the duty of public officials to keep close watch over all their operations, making public full details of their growth, so that remedy may be suggested for abuse, the mysteries removed, and suspicion allayed in the public mind where no cause exists for it.

TERRITORIAL ASSIGNMENT.

The settlement of the war of rates that has been prevalent during this fall among the railroads on the theory that certain territory must be sacred to the uses of one or more companies and that no other shall build a competing line, is wrong, unwise, and alarming. If railroad building has arrived at a point where sections of the country must be left to the caprice of one railroad directory, very prompt measures should be adopted.

Public moderation has been asked while the railroad systems were being perfected; large freedom has been given while facts were being collected upon which to base judicious action. Annoying discrimination has been tolerated while development progressed. While different systems opened the way to different markets, the hope was lively that competition would gradually lower cost of carriage and industrial development justify lower rates to market. But when the element of territorial division arbitrarily stops the competition looked for, legislative interference should at once determine what rates are fair to the producer in such territory. Competition by water, competition of capital, competition of enterprise, are all negatived when territory is assigned exclusively to one combination. The arrangements by pooling and distributing have been understood as temporary, pending the coming of new factors into the transportation problem, and the encouragement given new manufacturing enterprises at general expense has been conceded pending the infancy of new industries; but, if assignment is made of territory to certain corporations, with agreed prohibition of competitive extension, the case is made and issue joined

it is then incumbent on the States and nation to determine the rights of all parties interested, so that producers, dealers, and consumers may be as well assured of their future as carriers.

The extension of new corporations into our State has resulted in competition in many articles, and at many points. Development of certain products, and increase in their value, has commanded lower rates. Year by year the products that commanded lower rates to the Eastern markets have increased in number, and the extension of railroads has multiplied the points where competition obtained. While this development continues, considerable flexibility in charges can be endured, because the carrier is adjusting himself to new relations and the producer is adjusting himself to the new world of commerce with which the railroad is bringing him into contact. Experiment goes on where the world has provided no common law, and social development very regularly follows commercial enterprise. When assignment of territory intervenes, the will of the carrier regarding rates takes the place of rates suggested by the circumstances that attend growth and change and the new factors they introduce, and at that juncture the will of the government should protect the producer, shipper, merchant, and consumer.

The fullest freedom compatible with safety should be allowed during growth; when growth stops, habits should be settled.

DEVELOPMENT.

The development of our State, through better farming, manufacturing, mining, wholesaling, and commerce by rail that is the handmaid of these diversified industries, presents the transportation problem in a different view from that shown when agriculture in its less profitable shape was the principal party interested. Ten years ago the producer needed a low rate for bulky cheap articles. He was in debt at harvest, and compelled to market promptly. Stock-raising has superseded grain-raising to a great extent, and a railroad car carries to market much more value than it did a decade ago.

The perfection and extension of the dairy has solved the transportation problem to him who keeps the cow. Manufacturing cities are springing up and are vitally interested in fair uniform rates on incoming material and outgoing product. Competing cities engaged in manufacturing and wholesaling suffer more now from the inability of carriers to arrange uniform rates than any class in Iowa suffers from

excessive rates. Farmers in eastern and central Iowa can wait for markets, such is their financial independence generally, but the merchant, the manufacturer, and wholesaler cannot stop business for a day without serious inconvenience and loss.

A small per cent of the complaints made to this Board are from farmers concerning rates, and those that complain are generally aggrieved concerning bulky cheap products. It appears then that as the State grows and exports from it change from low-priced to high-priced, a different class becomes vitally interested in transportation. It is the duty of this Board to get fair usage for the most modest citizen, but it is pleasant to notice as the citizen changes his business from an exporter of corn to an exporter of butter, meat, or wool, he helps himself as far as transportation is concerned.

No pool, or division of business, or agreement of rates, however sacred, is strong enough to prevent the owner of one hundred head of cattle from getting a special rate on some road his stock can travel to, but a city is fixed as the railroad that waits upon it is fixed. Its merchants are at its mercy and its manufacturers and wholesalers must have as low rates as their competitors in neighboring towns or their business suffers. The self-interest of railroad men generally protects the business man in town, but, during the past season very great differences in rates to towns in this State equidistant from Chicago, have caused loss, inconvenience, and lively apprehension. This state of affairs regarding the business men of our cities is the most interesting and important feature of the transportation question, as it affects Iowa people at present. The condensation of raw material into more valuable products places the manufacturer between the farmer and transporter, and it is vital to the prosperity of the State that he have a uniform rate as well as a fair rate, and, also, that his rate corresponds with that of his competitor in neighboring towns. Iowa merchants have gone to Eastern distributing and wholesaling points heretofore for goods to supply the retail trade. Within a few years several enterprising cities in our State have been building up wholesaling establishments. They buy direct from Eastern factories, and in many instances buy from manufacturers in Iowa, thus perfecting our society and industries, and retaining all the profits of such business within the State. When transportation charges from Eastern importing cities and manufacturing towns vary considerably to competing towns in Iowa, the difference often exceeds the profits of the merchant

and entails loss or ruin. Want of ability to prevent the above mentioned conditions relative to manufacturing and wholesaling, seems quite as evident as disposition to disturb commercial harmony. These evils are mostly beyond State jurisdiction and call loudly for remedy or prevention. The railroad freight agent who has studied the details of his office so as to become an expert in his line of business, with dividends to the stockholders and harmony with competitors as his aim in life, may not comprehend the wants of the producer as progression in the departments of the farm requires more extensive and more minute consideration. Nor can he be expected to add a thorough knowledge of diversified industry in a rapidly developing country to the knowledge of his peculiar vocation, the most exacting on earth. He fears interference, and uses his influence to prevent it. He is in charge of the most potent agent that serves the civilization of the century, and doubts the consequences of unskilled meddling. He staggers often under the weight of growing responsibility and demonstrates that in the wise conservation of varied interests, varied experience should be consulted, and when the industries of a State are affected by misunderstandings between carriers, and the State is helpless to protect its citizens, and can neither prevent discrimination nor preserve harmony, the Nation should supply the lacking power.

PETER A. DEY,
A. R. ANDERSON,
JAMES WILSON,
Commissioners.

Attest:

E. G. MORGAN, *Secretary.*

COMPILATION

OF

RAILROAD RETURNS.

TABLE I.

CAPITAL STOCK.

RAILROADS.	Miles.	Paid in.	Per mile.	Issued.	Common.	Preferred.	Amount held in Iowa.	No. of stockholders.	No. of stockholders in Iowa.
Burlington, Cedar Rapids & Northern	632.46	$ 5,500,000.00	$ 8,696.20	$ 5,500,000.00	$ 5,500,000.00	$	$	725	..
Chicago, Burlington & Kansas City	142.00								
Central Iowa	287.60	5,826,000.00	20,256.44	5,826,000.00	3,756,000.00	2,070,000.00	235,900.00	1,376	7
Chicago, Burlington & Quincy	3,522.75	63,256,096.51	17,956.00	63,256,096.51	63,256,096.51			5,500	..
Kansas City, St. Jo. & Council Bluffs	310.99	5,735,656.71	18,354.10	5,735,656.71	5,735,656.71		68,778.00	5,732	75
Chicago, Milwaukee & St. Paul	4,248.92	35,509,744.00	8,357.00	35,509,744.00	20,404,261.00	15,105,483.00	16,300.00	1,020	6
Chicago & Northwestern	2,823.46	60,211,650.53	21,325.48	60,211,650.53	38,000,805.97	22,210,844.56	1,300.00	1,495	4
Chicago, Iowa & Nebraska	81.84	3,916,200.00	47,851.90	3,916,200.00	3,916,200.00		241,400.00	445	8
Cedar Rapids & Missouri River	274.01	7,620,000.00	27,809.20	7,620,000.00	6,850,400.00	769,600.00	105,300.00	545	28
Des Moines & Minneapolis	57.34	906,300.00	15,805.72	906,300.00	906,300.00		400.00	13	4
Maple River	72.91	658,000.00	8,122.34	658,000.00	658,000.00		158,600.00	136	7
Chicago, Rock Island & Pacific	1,117.19	41,960,000.00	37,182.10	41,960,000.00	41,960,000.00		153,200.00	2,143	20
Keokuk & Des Moines	162.20	4,125,000.00	25,431.50	4,125,000.00	2,600,400.00	1,524,600.00			
Chicago, St. Paul, Minneapolis & Omaha	1,001.97	29,333,166.66	29,275.49	29,333,166.66	18,573,233.33	10,759,933.33		1,969	..
Crooked Creek	8.50	71,500.00	8,411.76	71,500.00	71,500.00		71,500.00	8	2
Des Moines & Ft. Dodge	89.70	3,758,380.00	45,444.74	3,758,380.00	3,000,000.00	758,380.00	16,050.00	62	3
Dubuque & Dakota	63.20	568,600.00	8,996.84	568,600.00	158,600.00	410,000.00	529,100.00	23	12
Illinois Central—									
Cedar Falls & Minnesota	75.58	1,586,500.00	20,991.00	1,586,500.00	1,586,500.00			90	..
Dubuque & Sioux City	142.89	5,000,194.45	35,039.90	5,000,194.45	4,999,950.63	243.82	30,200.00	394	7
Iowa Falls & Sioux City	183.69	4,625,000.00	25,170.12	4,625,000.00	4,625,000.00		59,500.00	364	13
Minneapolis & St. Louis	330.50	9,588,700.00	27,396.00	9,588,700.00	5,588,700.00	4,000,000.00		197	..
Sioux City & Pacific	107.42	2,068,400.00	19,255.26	2,068,400.00	1,899,400.00	169,000.00	33,500.00	85	12
St. Louis, Keokuk & Northwestern	183.00	3,420,000.00	18,688.52	3,420,000.00	2,070,000.00	1,350,000.00		83	..
Wabash, St. Louis & Pacific	2,491.20	49,959,700.00	20,054.47	49,959,700.00	26,926,500.00	23,033,200.00			
NARROW GAUGE ROADS.									
Burlington & Northwestern	38.37	143,316.41	4,364.08	143,316.41	143,316.41		143,316.41	420	420
Des Moines, Osceola & Southern	40.00	201,500.00	5,000.00	201,500.00	201,500.00		201,500.00	19	18
Ft. Madison & Northwestern	41.00	315,100.00	7,683.00	315,100.00	315,100.00		206,500.00	86	66
Cedar Rapids & Marion	5.00	60,000.00	12,000.00	60,000.00	60,000.00		60,000.00	25	25
Total	18,548.69	345,918,605.27	18,649.22	345,918,605.27	263,757,420.56	82,161,184.71	2,096,341.41	22,252	734

TABLE II.

DEBT.

RAILROADS.	Miles.	Funded debt.	Unfunded debt.	Total debt.	Debt per mile.	Stock and debt.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	632.46	$ 9,059,000.00	$ 255,617.07	$ 9,314,617.07	$ 15,028.55	$ 14,814,617.07	$ 24,856.74
Chicago, Burlington & Kansas City	142.00	4,300,000.00	293,305.77	4,593,305.77	32,504.97	4,593,305.77	32,504.97
Central Iowa	287.60	5,739,000.00		5,739,000.00	19,954.79	11,559,000.00	40,191.23
Chicago, Burlington & Quincy	3,522.75	59,860,750.00		59,860,750.00	16,990.00	123,116,846.51	34,946.00
Kansas City, St. Jo. & Council Bluffs	310.99	5,777,174.51		5,777,174.51	18,486.95	11,512,831.22	36,841.95
Chicago, Milwaukee & St. Paul	4,248.92	83,643,000.00	1,593,846.60	85,236,846.60	20,061.00	120,746,590.60	28,418.00
Chicago & Northwestern	2,823.46	64,943,000.00	4,620,306.63	69,563,306.63	24,396.94	129,774,957.16	45,722.42
Chicago, Iowa & Nebraska	81.84	328,500.00	49,724.26	378,224.26	4,621.51	4,294,424.26	52,473.41
Cedar Rapids & Missouri River	274.01	3,614,000.00	100,534.78	3,714,534.78	13,556.20	11,334,534.78	41,365.40
Des Moines & Minneapolis	57.34	600,000.00	7,805.00	607,805.00	10,600.02	1,514,105.00	26,405.74
Maple River	72.91	521,500.00	82,320.39	603,820.39	8,281.72	1,261,820.39	17,404.05
Chicago, Rock Island & Pacific	1,117.19	17,500,000.00		17,500,000.00	15,507.51	59,460,000.00	52,689.41
Keokuk & Des Moines	162.20	2,750,000.00		2,750,000.00	16,954.50	6,875,000.00	42,386.00
Chicago, St. Paul, Minneapolis & Omaha	1,001.97	19,546,675.00		19,546,675.00	19,508.24	48,879,841.66	48,783.73
Crooked Creek	8.50		24,098.18	24,098.18	2,835.08	95,598.18	11,246.84
Des Moines & Ft. Dodge	89.70	2,334,000.00	104,800.00	2,438,800.00	29,489.73	6,197,980.00	74,394.46
Dubuque & Dakota	63.20	630,000.00		630,000.00	9,968.51	1,198,600.00	18,965.35
Illinois Central—							
Cedar Falls & Minnesota	75.58	1,587,000.00		1,587,000.00	20,997.62	3,173,500.00	41,988.62
Dubuque & Sioux City	142.89	872,000.00		872,000.00	6,110.72	5,872,194.45	41,150.62
Iowa Falls & Sioux City	183.69	2,947,500.00	144,474.82	3,091,974.82	16,832.57	7,716,974.82	42,002.69
Minneapolis & St. Louis	330.50	5,789,000.00	1,752,501.75	7,541,501.75	21,514.99	17,130,201.75	48,873.61
Sioux City & Pacific	107.42	3,246,320.00	2,386,787.21	5,633,107.21	52,523.11	7,711,507.21	71,788.37
St. Louis, Keokuk & Northwestern	183.00	3,180,000.00	218,393.87	3,398,393.87	18,570.46	6,818,393.87	37,258.98
Wabash, St. Louis & Pacific	2,491.20	69,353,758.27	5,726,570.35	75,080,328.62	30,130.20	125,040,028.62	50,184.67
NARROW GAUGE ROADS.							
Burlington & Northwestern	38.37	220,000.00	6,700.00	226,700.00	5,908.26	370,016.41	9,643.37
Des Moines, Osceola & Southern	40.00	280,000.00		280,000.00	7,000.00	481,500.00	12,037.50
Ft. Madison & Northwestern	41.00	150,000.00	78,363.55	228,363.55	5,570.00	543,463.55	13,255.00
Cedar Rapids & Marion	5.00					60,000.00	12,000.00
Total	18,548.69	368,782,177.78	17,446,150 23	386,228,328.01	20,822.40	732,146,933.28	39,471.62

TABLE III.

COMPARATIVE TABLE OF CAPITAL STOCK FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880, 1881, AND 1882.

RAILROADS.	1878.	1879.	1880.	1881.	1882.
Burlington, Cedar Rapids & Northern	$ 5,500,000.00	$ 5,500,000.00	5,500,000.00	5,500,000.00	$ 5,500,000.00
Chicago, Burlington & Kansas City	1,793,700.00	1,793,700.00	1,793,000.00	.....	.....
Central Iowa	5,071,055.00	5,071,055.00	150,000.00	4,324,800.00	5,820,000.00
Chicago, Burlington & Quincy	37,729,916.51	39,992,956.57	52,203,176.51	55,692,096.51	63,256,096.51
Kansas City, St. Jo. & Council Bluffs	2,789,413.66	2,789,413.66	2,796,356.71	3,205,356.71	5,735,656.71
Chicago, Milwaukee & St. Paul	38,524,448.50	40,280,748.50	26,499,934.00	28,354,744.00	35,509,744.00
Chicago & Northwestern	36,933,650.53	36,933,650.53	36,967,100.53	58,568,150.53	60,211,650 53
Chicago, Iowa & Nebraska	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00
Cedar Rapids & Missouri River	7,620,000.00	7,620,000.00	7,620,000.00	7,620,000.00	7,620,000.00
Des Moines & Minneapolis	165,190.29	165,800.00	303,930.00	459,267.20	936,300.00
Maple River	658,000.00	658,000.00	658,000.00	658,000.00	658,000.00
Chicago, Rock Island & Pacific	29,435,200.00	30,235,200.00	46,085,000.00	41,960,000.00	41,960,000.00
Keokuk & Des Moines	.....	.....	.....	4,125,000.00	4,125,000.00
Chicago, St. Paul, Minneapolis & Omhaa	2,800,000.00	2,800,000.00	9,200,000.00	12,560,000.00	29,383,166.66
Crooked Creek	71,500.00	66,000.00	71,500.00	71,500.00	71,500.00
Des Moines & Ft. Dodge	4,000,000.00	1,843,100.00	1,843,100.00	3,758,280.00	3,758,280.00
Dubuque & Dakota	.....	.....	565,000.00	566,000.00	566,000.00
Illinois Central	.....	.....	.....	.....	.....
Cedar Fall & Minnesota	1,586,500.00	1,586,500.00	1,586,500.00	1,586,500.00	1,586,500.00
Dubuque & Sioux City	4,999,950 62	4,999,950 62	5,000,000.00	4,999,300.00	5,000,194.45
Iowa Falls & Sioux City	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00
Minneapolis & St Louis	.....	7,800.00	2,120,200.00	.....	9,588,700.00
Sioux City & Pacific	2,065,400.00	2,065,400.00	2,065,400.00	2,065,400.00	2,065,400.00
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,420 000.00
Wabash, St. Louis & Pacific	1,460,075.00	1,460,075.00	42,448,700.00	43,651,800.00	49,959,700.00
NARROW GAUGE ROADS.					
Burlington & Northwestern	135,442.43	138,025.89	139,986.46	143,143.91	143,316.41
Des Moines, Osceola & Southern	.....	.....	.....	.....	201.500.00
Des Moines & Northwestern	.....	17,100.00	242,400.00	242,400 00	.....
Ft. Madison & Northwestern	.....	.....	40,000.00	40,000.00	315 100.00
Cedar Rapids & Marion	.....	.....	.....	18,000.00	60,000.00
Total	183,488,642.54	185,614,375.77	264,482,954.21	288,713,878.86	345,918,605.27

TABLE IV.

COMPARATIVE TABLE OF DEBT FOR THE YEARS ENDING JUNE 30, 1878, 1879. 1880, 1881, AND 1882.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	Rate of interest on indebtedness.
Burlington, Cedar Rapids & Northern	$ 6,797,382.10	$ 6,500,000.00	$ 7,374,413.54	$ 8,464,387.18	9,314,617.07	5, 6, 7
Chicago, Burlington & Kansas City	3,688,000.00	3,688,000.00	3,697,653.00	.....	4 593,303.77	4
Central Iowa	4,905,644.99	4,892,000.00	3,806,200.00	3,700,000.00	5,739,000.00	6, 7, 10
Chicago, Burlington & Quincy	26,634,825.00	26,733,725.00	29,073,625.00	50,852,225.00	59,860,750.00	4, 5, 6, 7, 8
Kansas City, St. Jo. & Council Bluffs	7,569,128.72	8,072,715.33	7,489,474.51	8,307,474.51	8 777,174.51	6, 7
Chicago, Milwaukee & St. Paul	36,048,383.99	38,491,230.26	49,960,021.12	74,615,000.00	88 236,846.60	5, 6, 7, 7.3, 8
Chicago & Northwestern	34,641,914.26	34,647,044.05	41,852,246.29	63,071,736.18	69,563,306.63	5, 6, 7, 8
Chicago, Iowa & Nebraska	727,000.00	676,900.00	635,253.84	4 0.665.97	378 224 26	5, 7
Cedar Rapids & Missouri River	3,831,241.32	3,781,632.90	3,708,262.56	3,722,840.79	3,714,534.78	7
Des Moines & Minneapolis	329,902.33	390,718.75	455,925.32	406 000.60	607 805.09	7
Maple River	593,937.50	552,706.88	612,924.10	630,941.60	603 920.39	6, 7
Chicago, Rock Island & Pacific	18,099,274.98	17,750,000.00	17,750,000.00	17 500,000.00	17,500,000.00	6, 7
Keokuk & Des Moines	.....	.....	.....	2,750 000.00	2,750,000.00	5
Chicago, St. Paul, Minneapolis & Omaha	2,866,500.00	2,634,240.00	5,695,428.17	7,070 811.96	19,545,675.00	6, 7, 8, 10
Crooked Creek	.....	40,000.00	20,000.00	20,000.00	24 038.18	6
Des Moines & Ft. Dodge	2,178,000.00	2,210,700.00	2,210,750.00	2,350 000.00	2,438 800.00	5, 6
Dubuque & Dakota	.....	.....	593,588.50	585,224.39	630,000.00	6
Illinois Central	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	1,506,500.00	1,506,500.00	1,478,000.00	1,587 000.00	1 587 000.00	7
Dubuque & Sioux City	882,000.00	882,000.00	882,000.00	861 500.00	872 000.00	7
Iowa Falls & Sioux City	2,932,294.56	3,051,904.36	3,090,037.82	3,090,857.32	3,091 874.82	7
Minneapolis & St. Louis	.....	86,000.00	2,993,818.49	.....	7,541 501.75	6, 7
Sioux City & Pacific	4,405,679.77	4,505,818.09	5,586,077.05	5,057,384.31	5,043 107.21	6
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,398 393.87	6
Wabash, St. Louis & Pacific	1,800,000.00	1,800,000.00	41,539,561.73	52,171,558.82	75,080,328.62	7
NARROW GAUGE ROADS.						
Burlington & Northwestern	60,000.00	66,000.00	220,000.00	220,000.00	226,700.00	7, 8
Des Moines, Osceola & Southern	.....	.....	.....	.....	280,000.00	7, 8
Ft. Madison & Northwestern	.....	.....	.....	.....	228,365.55	7
Total	160,360,759.52	162,979,836.42	228,351,426.04	307,585,618.03	386,228,328.01	

TABLE V.

COST.

RAILROADS.	Miles.	Road.	Road per mile.	Equipment.	Equipment per mile.	Total for road and equipment.	Total per mile.	Proportion for Iowa.
Burlington, Cedar Rapids & Northern	632.40	$ 12,077,526.63	$ 19,096.80	$ 1,702,908.34	$ 2,692.51	$ 13,780,234.97	$ 21,788.31	$ 13,506,355.92
Chicago, Burlington & Kansas City	143.00					4,513,960.57	31,788.45	2,479,499.10
Central Iowa	387.60					11,539,568.77	40,722.98	11,539,568.77
Chicago, Burlington & Quincy	3,522.75	71,464,631.10	20,289.00	15,844,460.64	4,496.00	87,309,091.74	24,785.00	19,831,544.25
Kansas City, St. Jo. & Council Bluffs	310.99	10,664,569.04	34,126.62	1,353,034.61	4,329.71	12,017,603.65	38,456.33	2,223,256.67
Chicago, Milwaukee & St. Paul	4,248.92					126,578,564.62	29,790.76	38,296,576.84
Chicago & Northwestern	2,823.46					131,961,364.89	46,737.43	19,956,415.34
Chicago, Iowa & Nebraska	81.84	4,662,572.29	56,971.80			4,662,572.29	56,971.80	4,662,572.29
Cedar Rapids & Missouri River	274.01	11,459,491.59	41,821.44			11,459,491.59	41,821.44	11,459,491.59
Des Moines & Minneapolis	57.04					1,418,850.25	24,744.51	1,418,850.25
Maple River	72.91	1,165,352.17	15,382.48			1,165,352.17	15,382.48	1,165,352.17
Chicago, Rock Island & Pacific	1,117.19	50,404,108.83	45,116.86	7,015,777.08	5,082.35	57,419,885.91	51,396.70	39,430,653.98
Chicago, St. Paul, Minneapolis & Omaha	1,001.97					44,051,512.99	43,964.90	3,379,142.31
Crooked Creek	8.50					71,500.00	8,411.76	71,500.00
Des Moines & Ft. Dodge	82.70					6,092,280.00	73,667.23	6,092,280.00
Dubuque & Dakota	63.20	1,202,873.00	19,032.80	34,894.35	552.12	1,237,767.35	19,584.92	1,237,767.35
Illinois Central—								
Cedar Falls & Minnesota	75.58	3,173,500.00	41,988.62			3,173,500.00	41,988.62	3,173,500.00
Dubuque & Sioux City	142.89	5,880,800.00	41,210.93			5,880,800.00	41,210.93	5,880,800.00
Iowa Falls & Sioux City	183.69	7,585,000.00	41,292.40			7,585,000.00	41,292.40	7,585,000.00
Minneapolis & St. Louis	350.50	14,462,626.43	41,262.84	2,088,404.10	5,958.35	16,551,030.53	50,902.00	6,535,567.22
Sioux City & Pacific	107.42					5,426,639.18	50,518.15	5,963,497.38
St. Louis, Keokuk & Northwestern	183.00	6,623,315.50	36,875.17	36,000.00	196.72	6,658,315.50	37,071.89	1,853,594.50
Wabash, St. Louis & Pacific	2,491.20					107,974,382.35	43,342.31	9,343,267.36
NARROW GAUGE ROADS.								
Burlington & Northwestern	38.37	330,724.77	8,619.77	61,783.84	1,181.32	392,508.61	9,801.09	392,508.61
Des Moines, Osceola & Southern	40.00	214,000.00	5,350.00	66,000.00	1,650.00	280,000.00	7,000.00	280,000.00
Ft. Madison & Northwestern	41.00					480,000.00	12,000.00	480,000.00
Cedar Rapids & Marion	5.00					40,769.11	8,153.82	40,769.11
Total	18,386.49	201,369,891.35		28,203,262.96		669,722,467.04	36,413.81	215,979,324.81

TABLE VI.

EARNINGS.

RAILROADS.	PASSENGER DEPARTMENT.					FREIGHT DEPARTMENT.		Miscellaneous earnings.	Total earnings.	Proportion for Iowa.	Earnings per mile of road operated.
	Passengers.	Express, etc.	Mails.	Total.	Per train mile.	Freight.	Per train mile.				
Burlington, C. R. & Northern	$ 533,715.90	$ 30,300.33	$ 33,919.19	$ 587,935.42	.9751	$1,961,269.92	1.3545	$ 4,200.00	$ 2,553,405.34	$ 2,499,552.48	$ 4,284.23
Chicago, Bur. & Kansas City	61,142.19	6,525.24	8,833.65	76,499.08	.....	171,148.79	.....	.....	247,647.87	160,981.74	1,868.22
Central Iowa	244,304.25	12,062.75	15,962.45	272,329.45	1.256	850,031.05	1.66	48,520.19	1,170,880.69	1,170,880.69	3,834.97
Chicago, Burlington & Quincy	1,340,982.93	67,350.45	106,911.69	1,515,095.07	1.4883	4,653,471.45	1.5289	57,595.66	6,226,562.18	6,226,562.18	7,721.82
Kan. City, St. J. & C. Bluffs	514,748.88	21,212.89	30,593.05	566,553.82	1.10	1,162,588.77	2.18	74,369.36	1,803,506.94	249,237.63	5,633.24
Chicago, Milwaukee & St. Paul	4,719,636.19	541,730.40	412,266.95	5,673,633.54	1.44	13,102,184.64	1.71	268,071.99	19,043,890.17	3,526,982.94	4,662.64
Chicago & Northwestern	5,256,810.20	365,002.04	411,805.19	6,033,617.43	1.5919	17,195,225.80	2.1105	192,888.77	23,421,732.00	5,789,431.87	7,359.58
Chicago, Rock Island & Pacific	2,933,697.00	275,760.74	218,823.98	3,428,281.72	1.52	9,128,341.64	1.73	376,059.09	12,932,682.45	7,759,609.47	9,006.23
Chicago, St. P., Minn. & Omaha	1,189,734.91	73,824.01	67,116.63	1,330,675.55	1.5497	3,236,377.00	1.5950	.....	4,567,052.55	293,968.08	4,345.14
Crooked Creek	577.98	.....	363.37	941.32	.....	9,884.87	1.054	.....	10,826.19	10,826.19	1,273.67
Des Moines & Ft. Dodge	103,762.41	4,760.04	5,836.40	115,858.85	1.41	302,039.10	2.55	.....	417,897.95	417,897.95	4,743.45
Dubuque & Dakota	14,736.32	525.81	810.21	16,072.34	.....	63,943.44	1.57	2,440.79	82,456.57	82,456.57	1,304.57
Illinois Central	588,840.91	21,962.78	33,778.56	644,582.25	1.74	1,314,234.55	1.47	12,757.42	1,971,574.22	1,978,574.22	4,876.74
Minneapolis & St. Louis	261,636.46	10,824.13	23,144.62	295,595.21	1.1136	1,168,283.27	1.3103	.....	1,463,878.48	347,404.25	4,148.01
Sioux City & Pacific	239,281.90	12,949.43	16,269.90	252,501.27	1.1975	490,933.34	1.9395	10,641.69	754,076.21	340,332.93	2,372.23
St. Louis, Keokuk & North'w'n	119,340.89	6,812.10	16,510.45	142,663.44	.....	207,744.33	.....	4,762.63	355,170.30	98,593.72	1,924.63
Wabash, St. Louis & Pacific	3,619,238.38	420,168.35	318,706.72	4,358,113.45	.944	11,286,258.00	1.354	.....	15,644,371.45	1,267,108.76	4,606.71
NARROW GAUGE ROADS.											
Burlington & Northwestern	15,327.38	826.05	1,539.00	17,692.43	.....	42,928.37	.7604	.....	60,620.70	60,620.70	1,159.09
Ft. Madison & Northwestern	2,424.36	193.38	470.25	3,087.99	.31	17,087.43	1.71	.....	20,175.42	20,175.42	1,260.96
Cedar Rapids & Marion	13,736.54	.....	60.00	13,796.54	.....	.....	.....	.....	13,796.54	13,796.54	2,760.31
Total	21,759,616.01	1,862,688.90	1,723,221.26	25,345,526.17	1.36	66,353,972.66	1.69	1,059,707.39	92,759,206.22	32,023,966.03	5,606.66

TABLE VII.

OPERATING EXPENSES.

RAILROADS.	Miles operated.	Maintenance of way.	Motive power and cars.	Conducting transportation.	General expenses.	Total.	Per mile of road.	Per train mile.	Proportion for Iowa.
Burlington, Cedar Rapids & Northern	596.00	$ 633,721.09	$ 269,976.48	$ 676,783.91	$ 153,795.01	$1,739,276.49	$ 2,918.25	.8480	$1,606,191.91
Chicago, Burlington & Kansas City	181.00	137,310.59	24,295.40	84,291.29	20,097.70	265,994.98	1,469.58	.....	171,941.46
Central Iowa	292.66	261,927.28	105,459.79	261,362.05	109,371.57	738 120.69	2,522.07	1.012	738,120.69
Chicago, Burlington & Quincy	800.14	1,046,889.75	810,280.87	1 523,784.24	781,300.98	4,162,255.84	5,201 89	.99	4,162,255.84
Kansas City, St. Jo. & Council Bluffs	312.50	433,416.17	165,369 94	463,391.81	181 616.59	1,243 794.51	3 980.14	1.19	230,102.02
Chicago, Milwaukee & St. Paul	4,026.00	2,405,925.43	1,136,908.12	5,388 663.47	1,670,044.09	10,601,541.11	2,633.27	.91	2,274,893.02
Chicago & Northwestern	3,072.77	3,510,867.59	1,828,887.46	6,199 990.49	1,141 058.00	12,6 0,303.54	4,126.73	1.0621	3,270,684.07
Chicago, Rock Island & Pacific	1,980.42	2 107,085.85	1,108,211 35	3,416,387.26	982,619.24	7,608 303.70	5,811.27	1.02	4,328,499.63
Chicago, St. Paul, Minneapolis & Omaha	1,004.82	429,463 97	486,662 59	1,533,009.20	397,617.04	2,846,752.80	2,833.10	.9858	285,746.46
Crooked Creek	8.50	'3,321.25	433.85	4,722 05	1,999.60	10,476.75	1,232.56	1.0203	10,476.75
Des Moines & Ft. Dodge	88.10	74,361 74	56,736.49	84 414.57	41,212.56	256,715.36	2,913.88	1.28	256,715.36
Dubuque & Dakota	63.20	15,637.00	2 734.58	20,318.41	8,935.30	47,625.26	753.57	.8959	47,625.26
Illinois Central	402.16	277,586.71	136,223.64	461,763.88	168,045.12	1,043,619.35	2,595.04	.82	1,043,619.35
Minneapolis & St. Louis	350.50	206,100.11	174,698.69	664,096.31	130,551.69	1,175,496.30	3,353.51	.7446	458,745.98
Sioux City & Pacific	313.30	247,321.00	71,162.10	243,367.46	154,507.99	716,358.55	2,285.83	1.5439	270,780.61
St. Louis, Keokuk & Northwestern	183.00	183,500.53	47,457.67	154 298.93	32,926 97	418,184.10	2,285.16	.....	116,086.08
Wabash, St. Louis & Pacific	3,396.00	4,361,513.36	1,468,446.88	5,432,111.78	1,897,782.64	13,159,854.66	3,895.10	1.025	981,217.92
NARROW-GAUGE ROADS.									
Burlington & Northwestern	52.30	9,226.84	6,978.75	18,527.86	6,822.85	41,556.30	794.57	.5212	41,556.30
Ft. Madison & Northwestern	16.00	3,136.40	993.26	3,421.08	1,802.60	8,313.34	519.58	.83	8,313.34
Cedar Rapids & Marion	5.00	2,338.09	1,276.18	5,890.12	2,296.61	11,821.00	2,364.20	.....	11,821.00
Total	16,544.46	16,354,670.75	7,902,804.06	26,634,596.17	7,884,409.85	58,776,474.83	3,552.64	.75	20,512,393.05

TABLE VIII.

SUBDIVISION OF EXPENSES IN OPERATING ROADS.

RAILROADS.	General superintendence.	Legal expenses.	Insurance.	Stationery, blanks, tickets, etc.	Advertising and foreign agencies.	Miscellaneous and contingent.	Total taxes paid.	Repairs of roadway and track.	Repairs and renewals of bridges and culverts.	Repairs and renewals of buildings.	Repairs and renewals of fences, road-crossings, etc.
Burlington, Cedar Rapids & Northern	$ 49,225.52	$ 6,742.74	$ 3,675.00	$ 13,267.45	$ 21,998.74	$ 11,396.39	$ 47,489.17	$ 273,699.67	$ 66,688.26	$ 45,546.02	$ 27,891.69
Chicago, Burlington & Kansas City	14,372.64	471.37	162.94	.....	.....	33.00	5,067.75	96,223.73	29,306.29	6,207.39	5,573.98
Central Iowa	27,137.39	8,618.32	2,413.16	6,646.29	4,900.12	26,127.83	21,538.46	90,359.85	31,306.41	28,591.13	4,797.02
Chicago, Burlington & Quincy	219,663.96	24,405.15	3,369.39	31,357.58	60,202.08	334,023.39	136,378.53	823,862.17	115,026.04	73,668.48	34,233.06
Kansas City, St. Jo. & Council Bluffs	60,957.04	.....	.....	16,589.33	11,196.16	23,295.67	36,000.00	214,093.77	42,867.90	29,124.30	23,690.95
Chicago, Milwaukee & St. Paul	313,338.93	57,606.70	46,096.58	371,052.56	141,286.40	232,901.01	507,861.91	*1,930,738.37	182,594.65	221,374.79	71,222.62
Chicago & Northwestern	148,055.86	63,927.97	765.00	107,285.74	175,078.18	110,243.22	538,700.33	1,569,704.70	444,683.48	492,036.54	126,370.51
Chicago, Rock Island & Pacific	186 452.65	38,929.62	.....	58,867.02	275,225.36	91,251.11	331,852.91	970,041.71	253,230.14	251,233.18	51,880.64
Chicago, St. Paul, Minneapolis & Omaha	131,733.83	11,447.01	9 174.76	31,743.76	17,267.03	44,989.61	151,162.04	223,058.63	87,902.86	37,204.35	16,694.69
Crooked Creek	1,200.00	75.00	.....	35.40	.....	.....	598.20	1,964.25	145.00	40.00	.....
Des Moines & Ft. Dodge	16,746 84	1,563.44	156.48	3,391.17	357.77	10,649.98	8,346.88	48,493.96	6,029.88	7,405.46	224.93
Dubuque & Dakota	3,620.15	25.80	.....	469.20	98.50	.....	4,730.65	15,196.92	1,946.07	575.61	8.40
Illinois Central	82,335.74	15,347.28	4,625.07	.....	10,575.75	24,337.12	69,634.16	142,199.59	20,237.92	14,213.46	21,872.74
Minneapolis & St Louis	51,904.48	7,502.60	10,106.51	437.40	13,179.77	13,378.99	35,041.31	182,342.02	15,695.31	6,784.40	888.38
Sioux City & Pacific	28,693.09	1,554.58	3,632.33	6,547.66	4,656.15	73,983.84	35,380.34	111,095.55	21,734.16	15,598.98	1,907.83
St. Louis, Keokuk & Northwestern	16,897.42	1,379.82	456.68	3,405.30	.....	688.71	10,099.04	149,045.01	24,011.02	5,421.57	4,423.93
Wabash, St. Louis & Pacific	667,397.34	82,698.43	19,873.92	151,673.56	239,314.59	534,876.21	201,948.59	1,542,551.05	705,157.11	276,539.11	60,496.76
NARROW GAUGE ROADS.											
Burlington & Northwestern	2 899.14	260.00	93.75	633.58	.....	1,258.02	1,371.36	9,012.47	5.19	209.18	.....
Ft. Madison & Northwestern	1,050.00	.....	.....	122.66	17.16	85.74	827.04	2,136.40	.....	.....	.....
Cedar Rapids & Marion	1,451.12	545.00	154.25	41.25	.....	104.99	.....	2,297.68	13.50	46.91	.....
Total	1,995,113.24	328,140.83	104,756.45	805,627.95	975,354.26	1,542,815.53	2,121,728.64	8,397,128.50	2,108,489.29	1,514,796.01	452,177.03

* Includes renewal of rails and ties.

TABLE VIII—CONTINUED.

RAILROADS.	Renewal of rails.	Renewal of ties.	Repairs of locomotives.	Repairs of passenger and baggage cars.	Repairs of freight cars.	Passenger train supplies.	Freight train supplies.	Station supplies.	Fuel for locomotives.	Oil, waste, etc.	Water supply.
Burlington, Cedar Rapids & Northern	$ 162,964.51	$ 61,930.94	$ 115,858.31	$ 28,324.67	$ 125,793.50	$ 10,257.45	$ 13,889.53	$ 10,059.99	$ 175,860.80	$ 23,010.00	$ 4,621.55
Chicago, Burlington & Kansas City	.....	.....	12,471.59	.....	11,823.81	.....	.....	.....	.....	.....	4,037.90
Central Iowa	82,024.29	54,848.58	40,290.71	10,595.97	54,573.11	1,068.08	1,602.12	8,010.50	65,745.91	9,824.30	2,648.68
Chicago, Burlington & Quincy	.....	.....	346,190.15	104,060.09	360,180.72	.....	.....	.....	.....	.....	46,086.97
Kansas City, St. Jo. & C. Bluffs	73,084.54	50,529.71	57,566.05	35,763.91	72,039.96	1,080.00	.....	.....	72,480.72	5,926.30	10,949.76
Chicago, Milwaukee & St. Paul	.....	.....	560,284.16	.....	576,023.96	.....	.....	.....	1,564,592.90	216,277.96	.....
Chicago & Northwestern	585,361.99	292,810.37	838,160.59	292,523.43	707,903.44	37,621.48	22,021.51	68,386.41	1,668,603.02	192,409.65	78,999.82
Chicago, Rock Island & Pacific	326,533.48	252,166.75	397,013.45	108,268.18	602,929.72	22,417.89	41,616.67	91,314.49	693,418.08	53 275.81	61,263.78
Chicago, St. Paul, Minneapolis & O	.....	64,603.53	203,095.13	71,802.24	211,765.22	12,004.25	9,675.42	35,043.54	556,041.44	9,565.79	19,388.51
Crooked Creek	.....	1,176.00	433.85	.....	.....	.....	145.00	15 00	880.70	184.95	420.00
Des Moines & Ft. Dodge	1,589.96	10,622.50	29,148.66	8,595.99	18,961.84	405.69	529.26	1,293.10	15,876.74	3,717.22	2,386.44
Dubuque & Dakota	.....	.....	1,294.59	192.07	1,347.89	.....	.....	.....	6,181.21	455.98	85.00
Illinois Central	29,113.58	49,950.32	54 650.46	27,417.02	54,156.16	8,661.31	11,057.19	10,204.47	115,645.04	5,734.19	11,701.74
Minneapolis & St. Louis	.....	.....	76 952.21	.....	97,706.48	.....	.....	.....	194,984.56	14,219.82	10,706.73
Sioux City & Pacific	43,303.24	53,701.24	33,721.45	13,973.16	23,467.49	3,627.35	1,899.33	5,975.94	80,998.55	5,212.03	2,067.45
St. Louis, Keokuk & Northwestern	.....	.....	15,360.52	12,964.37	19,132.78	.....	.....	.....	.....	.....	3,922.02
Wabash, St. Louis & Pacific	1,229,206.99	487,562.35	650,521.65	216,500.33	601,425.90	66,932.38	94,634.07	79,611 71	1,010,821.69	164,109.19	108,602.75
NARROW GAUGE ROADS.											
Burlington & Northwestern	.....	.....	2,206.11	.....	4,773.64	.....	.....	.....	4,770.08	882.93	578.77
Ft. Madison & Northwestern	.....	.....	632.14	.....	.....	40.80	96.55	34.35	553.42	134.46	.....
Cedar Rapids & Marion	.....	.....	1,276.18	.....	.....	.....	.....	.....	2,167.87	273.37	42.35
Total	2,502,182.58	1,379,902.34	3,427,097.96	930,921.34	2,544,524.64	163,496.38	197,156.65	309,961.50	6,167,565.75	705,263.95	368,510.12

TABLE VIII—CONTINUED.

RAILROADS.	Locomotive service, salaries, and wages.	Passenger train service, salaries, and wages.	Freight train service, salaries, and wages.	Agents and station service, salaries, and wages.	Telegraph expenses.	Passenger car hire paid over amount received.	Freight car hire paid over amount received.	Rent of track.	Loss and damage to freight and baggage.	Loss and damage to property, not including loss by fire.	Injury to persons.
Burlington, Cedar Rapids & Northern	$ 141,027.92	$ 24,357.63	$ 103,772.53	$ 91,817.08	$ 21,894.76	$ 4,743.51	$ 5,349.02	$ 14,895.85	$ 3,948.78	$ 26,510.82	$ 17,682.84
Chicago, Burlington & Kansas City	34,499.39	.....	15,591.99	14,356.45	1,490.02	.....	6,005.78	12,000.00	1,097.72	7,187.91	184.70
Central Iowa	63,553.69	11,612.82	41,190.87	31,593.40	12,914.95	81.04	.....	10,093.39	2,805.57	2,805.57	6,652.72
Chicago, Burlington & Quincy	613,035.02	66,000.00	300,035.09	279,476.60	100,286.39	.....	.....	.....	15,294.83	.....	85,511.67
Kansas City, St. Jo. & Council Bluffs	79,895.73	.....	69,756.84	156,697.48	12,234.92	.....	28,807.08	33,668.42	3,138.30	17,571.77	4,862.91
Chicago, Milwaukee & St. Paul	1,091,806.04	817,938.61	.....	1,461,986.84	.....	.....	.....	.....	72,027.30	25,729.48	98,853.68
Chicago & Northwestern	1,199,846.68	219,048.80	548,118.95	1,746,494.19	225,613.93	9,343.03	43,872.56	1,523,520.43	59,392.15	41,815.80	62,681.54
Chicago, Rock Island & Pacific	647,735.58	267,777.67	289,230.02	848,243.17	117,916.20	4,106.67	168,182.04	452,910.66	20,943.09	27,470.25	17,578.82
Chicago, St. Paul, Minneapolis & Omaha	962,029.94	60,467.26	195,092.09	295,814.29	51,668.55	4,889.87	26,305.91	28,655.44	.....	41.85	.....
Crooked Creek	1,252.00	.....	831.50	850.00	24.50	.....	76.50	.....	.....	.....	.....
Des Moines & Ft. Dodge	18,585.39	3,381.68	9,454.05	20,126.41	484.50	.....	2,413.34	5,971.80	639.15	3,937.23	2,082.37
Dubuque & Dakota	3,781.25	207.00	2,694.23	5,261.19	66.68	.....	.....	839.20	49.97	366.75	.....
Illinois Central	88,631.76	24,719.71	50,340.21	87,315.63	17,178.60	.....	11,491.75	773,652.38	5,947.00	10,454.36	4,299.32
Minneapolis & St. Louis	118,292.95	.....	98,837.22	159,505.25	23,981.65	.....	11,291.98	.....	10,751.73	12,696.86	8,827.56
Sioux City & Pacific	44,737.42	10,899.35	26,751.53	36,690.43	8,128.61	1,297.23	.....	72,783.48	1,327.18	6,717.21	7,537.85
St. Louis, Keokuk & Northwestern	62,544.51	.....	29,084.60	38,633.49	5,935.07	.....	4,668.45	8,045.11	818.40	7,872.24	880.15
Wabash, St. Louis & Pacific	1,154,238.26	281,878.96	643,129.44	1,137,248.26	273,488.45	36,894.35	99,702.86	1,092,657.95	78,329.52	135,116.25	67,413.74
NARROW GAUGE ROADS.											
Burlington & Northwestern	3,805.62	.....	3,460.75	3,930.06	370.31	.....	.....	4,645.84	109.84	619.50	.....
Ft. Madison & Northwestern	1,260.00	320.00	320.00	630.00	.....	.....	.....	.....	.....	31.50	.....
Cedar Rapids & Marion	3,330.50	.....	.....	.....	.....	.....	.....	.....	.....	76.13	.....
Total	5,633,868.01	1,738,100.49	2,357,591.91	6,418,002.01	873,738.03	61,024.60	408,906.37	4,034,029.73	318,073.22	389,787.62	516,742.48

TABLE IX.

OPERATING EXPENSES COMPARED WITH EARNINGS.

RAILROADS.	OPERATING EXPENSES.				EARNINGS.			DIFFERENCE.		Percentage of expenses to earnings.	Percentage of net earnings to capital stock and debt.	Percentage of net earnings to cost of road and equipment.
	Miles.	Total.	Per mile of road.	Per train mile.	Total.	Per mile of road.	Per train mile.	Earnings above expenses.	Expenses above earnings.			
Burlington, Cedar Rapids & Northern	596.00	$ 1,739,376.49	$ 2,918.25	.8480	$ 3,553,405.34	$ 4,384.23	1.2429	$ 814,128.85	$	67.11	2.70	2.90
Chicago, Burlington & Kansas City	181.00	265,094.98	1,469.58	.....	247,647.57	1,368.22	.....	.....	18,347.11	107.19	.....	.....
Central Iowa	292.66	738,120.69	2,522.07	1.012	1,170,880.69	3,834.37	1.539	432,760.00	.....	63.04	3.80	.....
Chicago, Milwaukee & St. Paul	312.50	1,243,794.51	5,301.89	.99	6,226,562.18	7,731.82	1.48	2,064,336.34	.....	66.84	.....	.....
Chicago & Northwestern	4,026.00	10,601,541.11	2,633.27	.91	19,043,890.17	4,663.64	1.61	559,712.43	.....	68.90	1.29	1.24
Chicago, Rock Island & Pacific	3,072.77	12,680,503.54	4,126.73	1.0623	23,421,752.00	7,059.58	1.9456	10,741,298.46	.....	56.00	7.20	7.00
Chicago, St. Paul, Minneapolis & Omaha	1,004.82	2,846,752.80	2,833.10	.9858	12,932,982.45	9,026.23	1.69	5,324,578.75	.....	58.80	6.60	6.90
Crooked Creek	8.50	10,476.73	1,232.56	1.0209	10,830.19	1,273.67	1.054	353.46	.....	63.33	3.43	3.81
Des Moines & Ft. Dodge	88.10	256,715.36	2,913.88	1.28	417,897.95	4,743.45	2.086	161,182.59	.....	95.00	.....	.....
Dubuque & Dakota	63.20	47,625.26	753.57	.8939	82,458.57	1,304.57	1.570	34,833.31	.....	58.50	2.90	2.98
Illinois Central	402.16	1,043,619.38	2,595.04	.82	1,978,574.22	4,870.74	1.54	934,954.87	.....	67.75	.....	.....
Minneapolis & St. Louis	350.50	1,175,406.20	3,353.51	.7446	1,483,878.48	4,148.01	1.266	278,472.28	.....	80.82	.....	.....
Sioux City & Pacific	313.39	716,358.55	2,285.83	1.5439	754,076.21	2,372.23	1.6923	37,717.66	.....	95.00	.49	.70
St. Louis, Keokuk & Northwestern	183.00	418,184.10	2,285.16	.....	355,170.30	1,924.63	.....	.....	63,013.80	117.74	.....	.....
Wabash, St. Louis & Pacific	3,396.00	13,159,884.66	3,895.10	1.025	15,644,371.45	4,606.71	1.2189	2,484,516.79	.....	82.30	2.24	2.60
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.30	41,556.30	794.57	.5212	60,620.70	1,159.09	.7604	19,064.40	.....	68.55	.....	.....
Ft. Madison & Northwestern	16.00	8,313.34	519.58	.83	20,175.42	1,260.96	2.02	11,862.08	.....	41.00	2.20	1.90
Cedar Rapids & Marion	5.00	11,821.00	2,364.20	.....	13,796.54	2,759.31	.....	1,975.54	.....	.....	.....	.....
Total	16,544.46	58,776,474.53	3,552.64	.75	92,759,206.22	5,606.66	1.60	34,064,092.60	81,360.91	.63	4.64	5.06

TABLE X.

OPERATING EXPENSES, INTEREST, AND RENTAL COMPARED WITH INCOME.

RAILROADS.	Miles.	Total revenue.	Total operating expenses.	INTEREST AND RENTAL. Paid.	INTEREST AND RENTAL. Unpaid.	Total operating expenses, interest, and rental.	Excess of revenue over operating expenses, interest, and rental.	Excess of operating expenses, interest, and rental, over revenue.	FOR IOWA. Excess of revenue over operating expenses, interest, and rental.	FOR IOWA. Excess of operating expenses, interest, and rental over revenue.	Taxes paid in Iowa.
Burlington, Cedar Rapids & N	596.00	$2,590,045.14	$ 1,739,376.49	$ 451,058.48	$	$2,190,331.97	$ 399,713.17	$	$ 399,713.17	$	$ 46,479.04
Chicago, Burlington & Kansas C.	181.00	248,136.10	265,094.98	12,000.00	189,598.34	467,693.32	.....	219,457.22	.....	142,647.18	5,733.69
Central Iowa	292.66	1,172,657.39	738,120.69	284,963.20	.....	1,023,083.89	149,573.50	.....	149,573.50	.....	21,638.46
Chicago, Burlington & Quincy	800.14	6,226,562.18	4,162,255.84	344,720.95	.....	4,506,976.79	1,719,585.39	.....	1,719,585.39	.....	126,378.50
Kansas City, St. Jo & Council B.	312.50	1,803,506.94	1,243,794.51	410,194.16	.....	1,653,988.67	149,518.27	.....	32,107.74	.....	6,705.97
Chicago, Milwaukee & St. Paul	4,026.00	19,340,565.28	*10,638,897.32	4,597,707.14	.....	15,236,604.46	4,094,260.82	.....	961,969.91	.....	94,166.23
Chicago & Northwestern	3,072.77	23,431,732.00	12,680,503.54	5,629,325.66	.....	18,309,829.20	5,111,902.80	.....	2,001,757.26	.....	128,914.01
Chicago, Rock Island & Pacific	1,380.42	13,602,682.45	7,608,303.70	1,402,910.66	.....	9,011,214.36	4,591,468.09	.....	2,617,126.76	.....	162,629.16
Chicago, St. Paul, Minneapolis & O.	1,004.82	5,471,589.41	2,846,752.80	947,397.89	.....	3,794,150.69	1,677,438.72	.....	251,625.80	.....	7,740.38
Crooked Creek	8.50	14,427.69	10,476.75	1,650.00	.....	12,126.75	2,300.94	.....	2,300.94	.....	598.20
Des Moines & Ft. Dodge	88.10	438,452.71	256,715.36	137,591.80	.....	394,307.16	44,145.55	.....	44,145.55	.....	8,346.88
Dubuque & Dakota	63.20	92,458.57	47,625.26	37,800.00	.....	85,425.26	.....	2,966.69	.....	2,966.69	4,730.65
Illinois Central	402.16	1,978,574.22	1,043,619.38	773,652.35	.....	1,817,271.70	161,302.52	.....	161,302.52	.....	60,694.16
Minneapolis & St. Louis	350.50	1,453,878.48	1,175,406.20	489,219.76	.....	1,664,625.96	.....	210,747.48	.....	64,299.00	6,110.54
Sioux City & Pacific	313.39	763,714.00	716,358.55	144,059.79	164,599.20	1,025,017.54	.....	261,303.54	.....	99,295.35	10,432.64
St. Louis, Keokuk & Northwestern	183.00	355,170.30	418,184.10	.....	198,845.11	617,029.21	.....	261,858.91	.....	73,320.24	1,107.09
Wabash, St. Louis & Pacific	3,396.00	15,972,163.16	13,159,854.66	5,596,925.14	.....	18,756,779.80	.....	2,784,616.64	.....	194,923.16	13,230.60
NARROW GAUGE ROADS.											
Burlington & Northwestern	52.30	61,226.51	41,556.30	20,006.29	.....	61,562.59	.....	36.08	.....	36.08	1,871.36
Ft. Madison & Northwestern	16.00	20,175.42	8,313.34	10,500.00	.....	18,813.34	1,362.08	.....	1,362.08	.....	627.04
Cedar Rapids & Marion	5.00	13,796.54	11,821.00	369.66	.....	12,190.66	1,605.88	.....	1,605.88	.....	2,296.61
Total	16,544.46	95,032,114.49	58,833,830.74	21,292,049.93	553,042.65	80,678,923.32	18,094,177.73	3,740,986.56	8,434,176.74	577,487.70	707,660.31

* Expenses of elevators included.

TABLE XI.

INTEREST AND DIVIDENDS COMPARED WITH INCOME.

RAILROADS.	Miles operated.	Net income.	Interest on funded debt.	Interest on unfunded debt.	Dividends.	Surplus at beginning of year.	Surplus at the close of the year.	Deficit at the beginning of the year.	Deficit at the close of the year.	Amount property should have been increased during the year.
Burlington, Cedar Rapids & Northern	596.00	$ 850,768.65	$ 451,055.48	$	$	$ 43,210.40	$ 442,923.57	$	$	$ 138,799.37
Chicago, Burlington & Kansas City	181.00		172,000.00	17,598.34				29,858.88	219,457.22	
Central Iowa	292.66	428,666.80	280,870.00			218,478.36	366,375.16			39,398.60
Chicago, Burlington & Quincy	800.14	9,546,233.32	3,641,678.79		4,556,854.74		1,173,769.41	173,932.38		2,800,231.00
Kansas City, St. Jo. & Council Bluffs	312.50	559,712.43	410,194.16			431,223.67	580,741.94			65,713.79
Chicago, Milwaukee & St. Paul	4,026.00	8,681,967.96	4,597,707.14		2,210,617.08	3,358,330.23	5,831,974.02			18,994,992.53
Chicago & Northwestern	5,072.77	9,217,708.03	4,020,858.61	98,120.00	2,586,637.75	5,136,109.74	7,648,192.41			8,580,967.83
Chicago, Iowa & Nebraska		469,770.89	24,107.50	1,093.61	313,296.00	866,261.48	697,835.26			
Cedar Rapids & Missouri River		841,236.03	252,980.00	352.22	464,896.00	663,608.08	786,615.89			27,280.73
Des Moines & Minneapolis		76,733.85	34,131.88				42,601.97			592,621.97
Maple River		90,759.01	35,735.00	3,171.09	33,698.00	84,618.76	112,783.68			43,814.86
Chicago, Rock Island & Pacific	1,380.42	5,541,468.09	950,000.00		2,937,186.00	9,521.67	1,663,803.76			1,269,057.13
Chicago, St. Paul, Minneapolis & Omaha	1,004.82	2,699,131.16	1,021,692.44		925,451.25		654,497.73	97,489.74		8,941,534.70
Crooked Creek	8.50	3,950.94		1,650.00				8,049.10	5,748.16	
Des Moines & Ft. Dodge	88.10	175,765.58	138,630.00	3,000.00		53,166.37	97,311.92			50,000.00
Dubuque & Dakota	63.20	34,833.31	37,800.00							34,894.35
Illinois Central	402.16	934,954.87		*773,662.35			161,302.52		2,966.69	
Cedar Falls & Minnesota		111,958.69	111,090.00				868.69			
Dubuque & Sioux City		359,901.17	61,040.00				931.17			
Iowa Falls & Sioux City		1,029,659.86	206,325.00	1,271.47	297,930.00					
Minneapolis & St. Louis	350.50	278,472.38	386,930.00	102,289.76	277,410.00	421,684.83	966,338.22			
Sioux City & Pacific	313.39		207,209.20	+54,094.34					210,747.48	1,848,058.47
St. Louis, Keokuk & Northwestern	183.00		190,800.00	+71,058.91				1,206,664.26	1,467,967.80	29,433.03
Wabash, St. Louis & Pacific	3,396.00	1,719,650.55	3,989,775.35	514,491.84	688,860.50	554,979.61			261,858.91	
NARROW GAUGE ROADS.									2,918,497.58	1,291,614.09
Burlington & Northwestern	52.30	15,324.37	15,104.00	256.45		10,780.28	10,744.20			10,320.88
Ft. Madison & Northwestern	16.00	11,862.08	10,500.00				1,362.08			
Cedar Rapids & Marion	5.00	1,975.54		369.66			1,605.88			
Total	16,544.46	43,682,465.43	21,238,302.55	1,642,470.04	15,282,837.32	12,151,964.53	21,242,179.48	1,515,994.36	5,087,243.79	44,758,733.32

* Rentals paid. † $25,428.03 is rental. ‡ Deficit on current expenses and rental.

TABLE XII.

COMPARATIVE TABLE OF EARNINGS FOR THE YEARS ENDING JUNE 30, 1880, 1881, AND 1882.

RAILROADS.	1880.				1881.				1882.			
	Miles.	Total earnings.	Per mile of road.	Per train mile.	Miles.	Total earnings.	Per mile of road.	Per train mile.	Miles.	Total earnings.	Per mile of road.	Per train mile.
Burlington, Cedar Rapids & Northern	492.30	$ 1,863,472.38	$ 3,974.98	1.64	563.70	$ 2,068,168.23	$ 3,984.85	1.534	596.00	$ 2,503,405.34	$ 4,284.23	1.2429
Chicago, Burlington & Kansas City	181.00	274,551.34	1,516.68	.....	181.00	267,798.70	1,475.37	1.225	181.00	247,647.87	1,368.22	.....
Central Iowa	220.90	963,683.61	4,090.91	1.62	230.86	938,182.39	4,063.86	1.6111	292.66	1,170,880.69	3,834.97	1.539
Chicago, Burlington & Quincy	722.05	5,911,893.28	8,038.11	1.498	745.98	6,155,085.37	7,795.40	1.53	800.14	6,226,562.18	7,721.82	1.4862
Kansas City, St. Jo. & Council Bluffs	263.88	1,725,778.25	6,376.15	1.90	312.46	1,559,825.92	4,946.36	1.466	312.50	1,803,506.94	5,833.24	1.66
Chicago, Milwaukee & St. Paul	3,381.77	12,977,395.92	3,371.33	1.60	3,786.17	14,757,465.41	4,235.31	1.61	4,026.00	19,043,890.17	4,603.64	1.61
Chicago & Northwestern	1,839.89	16,306,547.29	8,868.22	1.65	2,807.85	19,969,335.42	7,484.87	1.8522	3,073.77	23,421,732.00	7,559.58	1.9456
Chicago, Rock Island & Pacific	1,311.00	11,451,706.39	8,742.72	1.54	1,358.85	12,743,973.90	9,413.13	1.6349	1,380.42	12,932,682.45	9,096.29	1.69
Chicago, St. Paul, Minn. & Omaha	433.44	876,301.88	2 021.74	1.27	629.43	1,737,330.44	2,117.10	1.40	1,004.82	4,567,035.55	4,545.14	1.5815
Crooked Creek	8.50	8,236.49	980.00	.....	8.50	9,669.63	1,137.69	.....	8.50	10,826.19	1,273.67	1.054
Des Moines & Ft. Dodge	87.20	263,525.33	3,045.01	1.98	87.20	345,365.06	3,969.71	2.03	88.10	417,897.95	4,743.45	2.086
Dubuque & Dakota	55.26	42,934.54	766.00	.....	63.20	58,286.38	925.18	.....	63.20	82,458.57	1,304.57	1.57
Illinois Central	402.16	1,628,012.28	4,048.17	1.45	402.16	1,759,646.82	4,374.00	1.4230	402.16	1,978,574.22	4,870.74	1.54
Minneapolis & St. Louis	396.40	600,471.37	1,514.81	1.11	.....	.....	.....	.....	350.50	1,453 878.48	4,148.01	1.266
Sioux City & Pacific	80.47	289,480.98	3,597.49	1.69	264.13	628,236.14	2,569.68	1.7662	313.39	754,076.21	2,372.23	1.6023
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	183.00	355,170.36	1,924.63	.....
Wabash, St. Louis & Pacific	1,772.48	16,140,121.75	5,720.81	.97	2,558.88	13,441,104.78	5,318.59	.....	3,396.00	15,644,371.45	4,606.71	1.218
NARROW GAUGE ROADS.												
Burlington & Northwestern	38.37	45,896.81	1,195.00	1.42	52.50	70 159.18	1,828.49	8.34	52.30	60,020.70	1,159.09	.7604
Ft. Madison & Northwestern	12.00	6,185.31	515.44	.....	12.00	11,358.47	946.53	.....	16.00	20,175.42	1,260.96	1.71
Cedar Rapids & Marion	.....	.....	.....	.....	5.00	10 078.91	2,015.78	.....	5.00	13,796.54	2,759.31	.....
Total	11,691.39	64,433 179.53	5,491.23	.....	14,064.87	76,530,450.99	5,083.73	.....	16,544.46	92,759,206.22	5 606.66	.....

TABLE XIII.

COMPARATIVE TABLE OF OPERATING EXPENSES FOR THE YEARS ENDING JUNE 30, 1880, 1881, AND 1882.

RAILROADS.	1880.				1881.				1882.			
	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.
Burlington, Cedar Rapids & Northern	492.39	$1,184,864.39	2,407.44	1.015	563.70	$1,465,933.43	$2,760.70	.888	590.00	$1,739,276.49	$2,918.25	.848
Chicago, Burlington & Kansas City	181.00	274,271.00	1,515.29	.....	181.00	274,242 72	1,514.80	1.259	181.00	265,994 98	1,469.58	.....
Central Iowa	220.96	548,821.45	2,483.90	.99	220.85	800,134.49	3,465.88	1.374	232.66	738,120.60	2,522.07	1.012
Chicago, Burlington & Quincy	723 05	3,149,567.28	4,361.98	.895	745.98	3,219,912.59	4,642 15	.917	800.14	4,162,255.84	5,201.89	.99
Kansas City, St. Jo. & Council Bluffs	253.88	1,164,893 17	4,604 28	1.28	312.46	1,101,247.42	3,492.14	.94	312.50	1,243,794.51	3,980 14	1.19
Chicago, Milwaukee & St. Paul	3,407.77	6,782,629.79	1,990.28	.92	3,786 17	9,355,786.39	2,445.63	1.030	4,026.00	10,601,541.11	2,633.27	.91
Chicago & Northwestern	1,839.87	7,306,115.55	3,970 45	.76	2,807.85	10,641,493.54	3,988.62	.987	3,072.77	12,080,503.54	4,126 78	1.062
Chicago, Rock Island & Pacific	1,311.00	6,153,200.47	4,693.51	.85	1,353.85	6,396,873.83	4,724.21	.88	1,380.42	7,608,303.70	5,511.27	1.02
Chicago, St. Paul, Minneapolis & Omaha	433.44	666,942.76	1,538 72	.93	629.43	1,384,215.55	1,762.36	1.18	1,004.82	2,846,732.80	2,833.10	986
Crooked Creek	8.50	9,994.42	1,175.81	....	8.50	12,750.60	1,500.10	.....	8.50	10,476.75	1,232.56	1.02
Des Moines & Ft. Dodge	87.20	165,106.07	1,870.48	1.23	87.20	355,405.42	2,935.70	1.50	88.10	256,715.36	2,913.88	1.28
Dubuque & Dakota	55.26	16,573.39	300.00	.....	63.20	45,238.71	715.89	....	63.20	47,625.26	753.57	.896
Illinois Central	402.16	829,032 61	2,061.40	.76	402.16	1,021,844.61	4,039.95	1.30	402.16	1,043,619.35	2,595.04	.820
Minneapolis & St. Louis	396.40	361,262.32	911.40	.95	.....	.....	.....	.....	350.50	1,175,406.20	3,353.51	.745
Sioux City & Pacific	30.47	179,223.89	2,234.67	1.05	264.13	494,395.19	2,022.23	1.39	313.32	716,358.55	2,285.83	1 544
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	183.00	418,184.10	2,285.16	.....
Wabash, St. Louis & Pacific	1,772.48	6,797,928.06	3,829.62	.62	2,558.88	9,419,490.10	3,203.09	.....	3,396.00	13,159,854.66	3,895.10	1.025
NARROW GAUGE ROADS.												
Burlington & Northwestern	38.37	22,878.12	595.99	.70	52 50	39,965.81	1,041.59	6.83	52.30	41,556.30	794.57	.521
Ft. Madison & Northwestern	12.00	5,099.85	424.99	.....	12.00	7,851 74	644.31	.....	16.00	8,313.34	519.58	.830
Cedar Rapids & Marion	.....	.....	.....	.....	5.00	8,063.18	1,612.64	.....	5.00	11,821.00	2,384.20	.....
Total	11,691.39	35,624,124.79	3,036.51	.....	14,064.87	46,043,845.22	3,346.87	.....	16,514.46	58,776,474.53	3,552.64	.....

TABLE XIV.

TRACK IN IOWA—MILES.

RAILROADS.	Road owned.	Road leased.	Total.	Sidings.	Length of track compu-ted as single track.	Steel rails.	Iron rails.	Gauge.	Double track.
Burlington, Cedar Rapids & Northern	619.89	.....	619.89	60.80	619.89	351.40	268.49	4.8½	.....
Chicago, Burlington & Kansas City	78.00	.....	78.00	3.70	78.00	16.00	62.00	4.8½	.....
Chicago, Burlington & Pacific	75.00	.....	75.00	.....	75.00	.....	75.00	4.8½	.....
Central Iowa	287.60	.....	287.60	36.08	287.60	106.00	181.60	4.8½	.....
Chicago, Burlington & Quincy	724.76	.....	724.76	160.88	767.92	370.37	397.45	4.8½	43.06
Kansas City, St. Jo. & Council Bluffs	58.35	.....	58.35	8.65	58.35	42.00	16.35	4.8½	.....
Chicago, Milwaukee & St. Paul	1 285.54	.....	1,285.54	103.47	1,285.54	483.80	801.74	4.8½ / 5	.....
	426.99	.....	426.99	106.02	426.99	331.18	95.81	4.8½	.....
Chicago & Northwestern	.....	81.84	81.84	.....	81.84	81.84	.....	4.8½	.....
Chicago, Iowa & Nebraska	.....	274.01	274.01	.....	274.01	204.01	.....	4.8½	.....
Cedar Rapids & Missouri River	.....	57.34	57.34	.....	57.34	57.34	.....	4.8½	.....
Des Moines & Minneapolis	.....	72.91	72.91	.....	72.91	.....	72.91	4.8½	.....
Maple River	755.40	.....	755.40	139.42	759.40	544.00	215.40	4.8½	4.00
Chicago, Rock Island & Pacific	.....	162.20	162.20	.....	162.20	52.00	110.20	4.8½	.....
Keokuk & Des Moines	76.86	.....	76.86	14.84	76.86	59.42	17.44	4.8½	.....
Chicago, St. Paul, Minneapolis & Omaha	8.50	.....	8.50	.50	8.50	.....	8.50	4.8½	.....
Crooked Creek	82.70	.....	82.70	6.32	82.70	65.00	17.70	4.8½	.....
Des Moines & Ft. Dodge	63.20	.....	63.20	3.30	63.20	31.16	32.04	4.8½	.....
Dubuque & Dakota	.....	.....	402.16	38.68	402.16	69.22	332.94	4.8½	.....
Illinois Central—	.....	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	.....	75.58	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City	.....	142.89	.....	.....	.....	.....	.....	.....	.....
Iowa Falls & Sioux City	.....	183.69	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis	141.00	.....	141.00 *	.....	141.00	.....	141.00	4.8½	.....
Sioux City & Pacific	80.47	.....	80.47	10.26	80.47	.....	80.47	4.8½	.....
St. Louis, Keokuk & Northwestern	50.80	.....	50.80	3.00	50.80	2.50	48.30	4.8½	.....
Wabash, St. Louis & Pacific	208.30	.....	208.30 *	.....	208.30	173.00	35.30	4.8½	.....
NARROW GAUGE ROADS.									
Burlington & Northwestern	38.37	.....	38.37	3.22	38.37	.....	38.37	3	.....
Burlington & Western	.....	15.91	15.91	.69	15.91	.....	15.91	3	.....
Des Moines & Northwestern	.....	87.90	87.90 *	.....	87.90	.....	87.90	3	.....
Des Moines, Osceola & Southern	40.00	.....	40.00	.....	40.00	.....	40.00	3	.....
Ft. Madison & Northwestern	41.00	.....	41.00	.80	41.00	.....	41.00	3	.....
St. Louis, Des Moines & Northern	35.43	.....	35.43 *	.....	35.43	.....	35.43	3	.....
Cedar Rapids & Marion	5.00	.....	5.00	.10	5.00	.....	5.00	4.8½	.....
Total	5,133.16	1,154.27	6,337.43	700.73	6,384.49	3,110.24	3,274.25	.....	47.06

* The officers of the road do not know the amount of sidings on their respective roads.

TABLE XV.

ROAD-BED AND TRACK.

RAILROADS.	TRACK SECTIONS.			TIES.		RAILS.					FENCING.					TELEGRAPH.		
	Number in Iowa.	Average length.	Number of men in each.	Number of new laid during year in Iowa.	Average years' ties last in track.	Tons of new iron laid during year in Iowa.	Tons of new steel laid during year in Iowa.	Miles of new rails laid during year in Iowa.	Average years' iron rails last in track.	Average years' steel rails last in track.	Miles of road fenced in Iowa.	Total cost of fences built in Iowa.	Average cost per rod.	Miles built during year.	Miles needed to fence track.	Number of stations in Iowa.	Miles owned by railroad company.	Miles owned by Western Union Telegraph Company.
Burlington, Cedar Rapids & Northern	105	6.35	5.30	103,156	5	.....	1,235	15	4	....	278	$ 88,864.00	$ 1.00	23	321	99	....	632.46
Chicago, Burlington & Kansas City	17	4.60	3	48,000	9	.....	1,401	15	11	....	22	6,000.00	.90	10	....	14	53	105.00
Central Iowa	42	6.69	5	83,101	7	.....	2,630	31	10	....	120	.....	.....	...	116	40	....	287.60
Chicago, Burlington & Quincy	....	5	4	214,107	7	.....	83,560	....	....	9	997	336,168.00	1.00	71	334	118	728	.....
Kansas City, St. Jo. & Council Bluffs	10	5	6	12,000	8	.....	205	2	10	....	26	11,800.00	2.80	2	26	11	....	312.50
Chicago, Milwaukee & St. Paul	172	6	5.50	384,315	7	2,618	10,171	138	5	9	.....	.....	.....	2	....	160	.....	.....
Chicago & Northwestern	143	6.40	7	.....	.....	.....	.....	.....	.....	.....	1,194	.....	.....	113	....	125	....	913.84
Chicago, Rock Island & Pacific	161	5.73	6	345,526	7	.....	81,680	85	7	12	1,339	.....	.....	82	93	85	....	917.60
Chicago, St. Paul, Minneapolis & Omaha	10	6.60	4	56,000	.....	.....	4,548	58	.....	....	18	.....	.....	18	45	12	50	50.86
Crooked Creek	1	8.50	5	2,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	17	.....	.....	.....
Des Moines & Ft. Dodge	14	6.30	6	24,640	7	.....	5,148	59	12	....	5	2,280.00	1.56	...	100	15	....	88.20
Dubuque & Dakota	7	9	4	2,790	8	.....	.....	.....	.....	.....	5	957.60	.51	5	63	10	64	.....
Illinois Central	65	6.18	5	117,166	...	1,760	.....	26	.....	....	52	.....	.....	...	....	47	....	402.16
Minneapolis & St. Louis	26	5	4	3,500	.....	.....	.....	.....	.....	.....	17	4,624.00	.85	...	....	14	....	141.00
Sioux City & Pacific	12	6.70	7	53,295	7	1,222	.....	14	14	....	57	10,737.06	.59	30	61	11	....	167.42
St. Louis, Keokuk & Northwestern	10	4.90	3	4,885	9	.....	26	3	.....	....	26	.....	.90	2	....	7	....	51.00
Wabash, St. Louis & Pacific	51	5.70	5	26,057	7	.....	.....	.....	6	....	197	.....	1.10	59	255	42	....	296.00
NARROW GAUGE ROADS.																		
Burlington & Northwestern	6	6	4	1,500	.....	.....	.....	.....	.....	.....	2	762.32	.....	...	75	7	....	38.37
Ft. Madison & Northwestern	8	5	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Rapids & Marion	1	5	5	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	861	.....	.....	1,541,968	...	5,600	190,584	446	.....	....	4,345	432,160.98	.....	429	....	815	895	4,344.01

TABLE XVI.

MILEAGE TRAFFIC.

RAILROADS.	PASSENGER TRAINS.			FREIGHT TRAINS.			Switching trains, miles run.	Construction and other trains, miles run.	Total train mileage.	Number of passengers carried.	Number of passengers carried one mile.	Average distance traveled.	Average amount paid by each passenger.	PASSENGER FARE PER MILE.			SPEED OF TRAINS IN IOWA.	
	Miles run by—	Average number of cars.	Average weight, tons.	Miles run by—	Average number of cars.	Average weight, tons.								Highest.	Lowest.	Average.	Passenger trains.	Freight trains.
Burlington, Cedar Rapids & N.	602,902	3	109	1,447,957	18	247	184,894	52,904	2,288,657	475,190	20,658,637	43.47	1.12	3.50	....	2.58	26	11
Chicago, Bur. & Kansas City	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	20	10
Central Iowa	216,749	3.80	62	513,240	17.40	152	.....	73,132	802,721	279,330	7,594,158	28	.90	...	...	3.21	22	13
Chicago, Burlington & Quincy	1,017,994	5.50	175	3,033,444	18	230	.....	148,068	4,189,506	988,048	.....	.....	.....	3	....	3	25	12
Kansas City, St. Jo. & C. B.	510,770	3.70	115	632,420	18.5	214	417,598	104,588	1,565,176	379,533	17,193,295	45.31	1.36	4	2	2.99	24	11
Chicago, Milwaukee & St. P.	3,934,903	5	115	7,673,546	18	198	3,450,628	1,772,722	16,831,799	3,579,103	171,003,026	47.75	1.32	.....	.....	2.76	20	12
Chicago & Northwestern	3,791,427	5.23	135	8,147,324	24.02	264	3,299,736	1,044,638	17,281,125	6,951,687	209,193,786	27.85	.70	4	.50	2.51	25	12
Chicago, Rock Island & Pacific	2,108,263	6	162	5,268,925	21	229	1,709,376	787,120	9,900,684	2,728,870	124,651,878	45.68	1.12	4	2	2.46	24	13
Chi., St. P., Minn. & Omaha	888,635	5.34	107	2,025,697	18	153	795,743	716,883	4,335,358	737,269	45,813,336	62.14	1.62	4	1	2.60	22	10
Crooked Creek	.....	.....	.....	7,650	3	24	.....	.....	7,650	1,927	16,379	8.09	.30	3.50	3.50	3.50	.....	12
Des Moines & Ft. Dodge	82,949	3	71	118,299	18	210	.....	.....	200,348	117,632	3,295,258	28	.89	3.50	1.00	3.10	20	10
Dubuque & Dakota	.....	.....	.....	53,168	.....	.....	.....	.....	53,168	26,191	.....	.....	.....	3	2	2.75	.....	18
Illinois Central	370,805	4.24	120	897,436	10.39	155	188,308	24,343	1,480,892	407,717	20,125,900	49.30	1.44	.....	.....	2.92	23	11
Minneapolis & St. Louis	253,204	3	....	799,898	20	....	99,435	430,128	1,578,685	243,816	9,132,318	37.40	1.07	4.40	....	2.80	22	13
Sioux City & Pacific	210,854	3.10	113	253,130	17	223	242,440	5,996	713,420	157,572	6,646,054	42.20	1.42	4	2	3.36	24	11
Wabash, St. Louis & Pacific	4,612,299	4.40	80	8,235,648	20.30	235	3,097,876	1,084,889	17,030,712	3,918,877	151,034,246	38.50	.92	.....	.....	2.30	22	16
NARROW GAUGE ROADS.																		
Burlington & Northwestern	.....	.....	.....	79,724	7	88	.....	.....	79,724	20,673	659,690	21	.50	3	....	2.32	.....	16
Cedar Rapids & Marion	2,340	1	.....	.....	.....	.....	.....	.....	2,340	.....	.....	.....	.....	3	1.50	1.50	10	.....
Total	18,575,194	.....	.....	39,106,906	.....	.....	14,005,754	6,744,011	78,431,865	20,927,026	787,021,961	37.47	1.08	.....	.....	.....	.....	.....

TABLE XVII.

FREIGHT TRAFFIC AND CAR MILEAGE.

RAILROADS.	Number of tons of local freight carried.	Total tons of freight carried.	Total tons of freight carried one mile.	Number of miles run by loaded cars east and south.	Number of miles run by loaded cars west and north.	Number of miles run by empty cars east and south.	Number of miles run by empty cars west and north.	Total freight car mileage.	Percentage of empty cars hauled east and south.	Percentage of empty cars hauled west and north.	FREIGHT PER TON PER MILE. Average for local.	Average for all.	Average to and from other roads.	Percentage of freight originating on, and delivered in Iowa, to total freight in Iowa.
Burlington, Cedar Rapids & Northern	.....	1,627,920	147,465,549	9,113,347	6,113,947	2,349,804	3,299,805	20,876,303	25.	75.	.....	.....	1.329	.....
Central Iowa	427,345	582,514	50,079,532	1,130,949	3,738,961	5,091,230	526,417	8,496,857	65.60	20.20	1.26	1.69	3.90	.....
Chicago, Burlington & Quincy	1,347,076	2,173,178	.....	21,432,785	25,716,387	7,860,084	3,823,383	58,832,639	36 67	14.05	.....	.....	.....	19.40
Kansas City, St. Jo & Council Bluffs.	334,407	708,045	66,435,286	.....	.....	.....	.....	10,076,617	.....	.....	1.748	1.750	.....	23.63
Chicago, Milwaukee & St. Paul	4,487,367	4,857,173	817,303,367	45,751,123	62,835,894	30,209,184	14,541,495	153,237,695	40	19	1.64	1.60	1.07	.....
Chicago & Northwestern	.....	8,161,383	1,171 038,933	76,144,293	70,112,015	20,703,019	27,883,411	194,842,738	21 58	28 45	.....	1.47	.....	.....
Chicago, Rock Island & Pacific	1,997,091	3,329,780	732,360,056	36,778,951	40,024,064	11,925,477	9,248,409	97,890,901	24 48	18 77	1 35	1.24	1.02	14.92
Chicago, St. Paul, Minneapolis & Omaha	1,081,743	1,657,264	229,351,672	4,939,463	14,057,288	7,770,025	959,589	27,736,365	61.13	6.38	1.34	1.40	1.65	.....
Crooked Creek	10,271	10,271	87,303	.....	.....	.....	.....	.....	.....	.....	9.00	9.00	.....	.....
Des Moines & Ft. Dodge	142,321	235,175	9,804,550	514,304	479,826	221,936	247,631	1,463,187	30	34	2.39	3.08	.....	60
Dubuque & Dakota	41,500	41,500	830,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Illinois Central	322,210	614,048	78,560,200	.....	.....	.....	.....	.....	.....	.....	.....	1.68	1.60	35
Minneapolis & St. Louis	444,419	967,817	142,528,189	2,860,594	6,282,882	3,703,658	682,044	13,529,178	56.42	7.79	1.014	.709	876	26.30
Sioux City & Pacific	143,845	314,665	24,965,293	1,081,838	1,894,069	1,214,980	452,834	4,643,721	52.90	19.30	1.41	1.96	2.70	1.04
Wabash, St. Louis & Pacific	.....	5,752,898	1,159,841,617	.....	.....	.....	.....	.....	.....	.....	.....	.963	.....	.....
NARROW GAUGE ROADS.														
Burlington & Northwestern	24,507	29,134	1,012,988	.....	.....	.....	.....	.....	.....	.....	4.15	4.24	4.66	.....
Total	10,804,102	31,062,765	4,631,564,735	199,746,836	231,258,733	89,049,397	61,664,638	591,616,101	.....	.....	.....	.....	.....	.....

TABLE XVIII.

EQUIPMENT.

RAILROADS.	LOCOMOTIVES. Total number.	Maximum weight.	Average weight.	Equipped with train brake.	CARS. Passenger cars.	Baggage, mail, and express.	Parlor, dining, and sleeping.	Box freight cars.	Stock cars.	Coal cars.	Other cars.	Total of cars.	Cars equipped with train brake.	STATIONS. Total.	In Iowa.	EMPLOYES. Total.	In Iowa.	AMOUNT PAID EMPLOYES DURING YEAR. Total.	In Iowa.
Burlington, Cedar Rapids & N	64	36 5	30 7	18	20	20	2	1,599	111	514	39	2,305	44	99	96	2,080	.....	$ 947,471.73	$ .....
Chicago, Burlington & Kansas City	9	60	45	1	3	3	...	41	9	106	4	166	6	50	18	350	.....	139,286.39	.....
Central Iowa	37	58	50	8	14	8	...	612	40	486	20	1,180	22	50	50	1,000	1,000	474,886.02	474,886.02
Chicago, Burlington & Quincy	161	51	38	25	60	29	6	3,484	298	913	474	5,964	89	337	145	12,893	5,207	5,967,926.04	2,209,882.56
Kansas City, St. Jo. & C. B	38	47	44	14	20	11	1	775	22	166	164	1,159	33	51	11	1,685	95	822,456.32	52,154.40
Chicago, Milwaukee & St. Paul	583	53	35	.....	227	164	39	11,781	1,427	4,392	354	18,384	389	742	210	19,561	.....	11,004,246.86	.....
Chicago & Northwestern	557	65	52	219	295	117	13	10,140	1,436	2,499	4,210	18,660	366	418	54	15,406	3,297	8,897,724.02	1,869,532.08
Chicago, Rock Island & Pacific	307	67	47	61	122	47	28	4,454	1,083	1,825	823	8,382	185	222	143	8,627	5,176	4,088,607.32	2,453,163.04
Chicago, St. Paul, Minneapolis & O	131	35	35	53	56	29	3	3,045	60	1,257	87	4,537	88	183	12	3,986	.....	2,248,253.00	.....
Crooked Creek	1	20	26	.....	.....	.....	.....	.....	.....	.....	2	2	.....	2	2	5	5	4,223.50	4,223.50
Des Moines & Ft. Dodge	13	28	28	4	7	2	....	50	22	57	5	143	7	15	15	300	300	68,294.37	68,294.37
Dubuque & Dakota	2	28	28	.....	.....	1	....	20	10	20	3	54	.....	10	10	58	58	33 568.83	33,568.83
Illinois Central	45	67	55	12	16	14	3	.....	.....	.....	1,222	1,255	33	250	59	5,292	1,014	3,015 083.92	583,173.39
Minneapolis & St. Louis	69	61	58	20	18	7	....	1,192	53	661	30	1,961	25	46	14	2,688	.....	923,469.04	.....
Sioux City & Pacific	28	45	40	9	16	10	....	339	210	146	15	736	26	44	12	870	.....	385,073 00	.....
St. Louis, Keokuk & Northwestern	13	50	36	7	10	6	....	167	95	62	10	350	16	33	11	866	.....	265,487.12	.....
Wabash, St. Louis & Pacific	584	66	40	584	198	131	30	12,064	2,227	5,084	.....	19,734	198	773	59	11,285	971	6,644,129.78	574,930 12
NARROW GAUGE ROADS.																			
Burlington & Northwestern	3	20	16 5	.....	3	1	....	40	20	21	12	97	.....	12	12	75	75	24 000.00	24,000.00
Ft. Madison & Northwestern	4	20	15 5	.....	2	1	....	61	23	31	25	143	.....	12	12	60	60	.....	.....
Cedar Rapids & Marion	3	8	6.0	3	4	.....	.....	.....	.....	.....	.....	4	4	2	2	15	15	.....	.....
Total	2,652	.....	.....	1,093	1,031	601	125	49,864	7,846	18,240	7,499	85,206	1,531	3,331	947	87,102	17,273	45,952,857.16	8,329,810.31

TABLE XIX.

BRIDGES, CATTLE-GUARDS, AND CROSSINGS.

RAILROADS.	TRUSS BRIDGES.						WOODEN, TRESTLE, AND PILE.		ARCH CULVERTS AND VIADUCTS.		BOX CULVERTS.		Bridges built within the year, length in feet.	Number of cattle-guards in Iowa.	CROSSINGS.								
	WOODEN.		COMBINATION.		IRON.										RAILROAD.		HIGHWAYS.						
																			BRIDGES.				
	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	With 20 feet opening or more.	Less than 20 feet opening.	Timber.	Stone.			Number at grade.	Number over or under.	At grade.	Over track.	Under track.	18 ft. above track.	Not 18 feet above track.	At which there are flagmen.	
Burlington, Cedar Rapids & N..	38	3,496	17	4,770	1	113	923	54,222	.....	2	824	77	1,704	1,071	9	3	740	2	2	1	1	1	
Chicago, Bur. & Kansas City...	9	1,711	...	.....	...	.....	137	12,216	.....	.....	62	8	.....	288	3	...	70	2	...	.....	.....	...	
Central Iowa.....	7	1,789	7	773	...	.....	276	28,206	.....	.....	...	2	.....	444	9	2	248	1	3	1	.....	2	
Chicago, Burlington & Quincy..	55	6,880	1	100	39	4,962	1,015	117,534	2	26	856	379	136	1,171	15	1	775	23	22	22	.....	9	
Kan. City, St. Jo. & C. Bluffs	2	160	...	.....	...	.....	32	2,100	.....	.....	...	...	.....	68	2	...	36	...	...	.....	.....	...	
Chicago, Milwaukee & St. Paul.	88	.....	21	.....	1	.....	1,031	.....	.....	.....	.....	.....	955	.....	10	3	.....	.....	.....	.....	.....	.....	
Chicago & Northwestern.....	31	2,026	37	3,532	37	2,758	1,291	104,190	3	12	569	90	35,594	800	22	6	863	6	15	6	.....	6	
Chicago, Rock Island & Pacific.	147	12,050	22	2,970	61	6,781	1,650	107,325	28	144	235	107	1,413	1,688	23	4	922	24	29	24	1	19	
Chi., St. Paul, Minn. & Omaha.	2	108	...	.....	...	.....	59	6,000	.....	.....	73	18	.....	.....	1	...	81	...	...	.....	.....	2	
Crooked Creek.....	1	370	...	.....	...	.....	11	500	.....	.....	4	...	.....	9	...	...	...	...	...	.....	.....	...	
Des Moines & Ft. Dodge	4	310	...	.....	...	.....	38	1,125	.....	7	225	...	180	123	7	...	66	...	...	.....	.....	...	
Dubuque & Dakota.....	14	840	...	.....	...	.....	78	11,312	.....	.....	176	...	4,144	120	2	...	40	...	...	.....	.....	...	
Illinois Central.....	53	8,381	...	.....	1	110	621	50,940	1	17	20	143	1,100	380	10	1	408	3	8	3	.....	5	
Minneapolis & St. Louis	1	163	6	538	...	.....	70	4,805	.....	.....	166	25	516	87	6	2	86	...	...	.....	.....	...	
Sioux City & Pacific	...	.....	3	415	...	.....	67	6,058	.....	.....	...	...	.....	182	2	...	100	...	...	.....	.....	...	
St. Louis, Keokuk & Northw'n.	9	1,170	...	.....	...	.....	75	6,846	.....	.....	45	4	190	93	2	1	.....	...	...	.....	.....	...	
Wabash, St. Louis & Pacific....	3	314	6	240	...	.....	121	12,290	.....	1	94	71	.....	360	10	1	187	...	...	.....	.....	4	
NARROW GAUGE ROADS.																							
Ft. Madison & Northwestern...	....	.....	....	.....	....	.....	64	5,345	.....	.....	3	5	4,140	96	....	1	55	1	5	1	.....	.....	
Cedar Rapids & Marion.....	....	.....	....	.....	....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	...	.....	...	...	.....	.....	.....	
Total	464	38,774	110	13,358	140	14,724	7,559	531,014	34	209	3,352	926	50,072	6,975	136	25	4,677	61	84	58	2	48	

TABLE XX.

TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provisions.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime, and cement.	Salt.	Petroleum and oil.	Iron, steel, and castings.	Stone and brick.	Manufactures.	Merchandise and other articles not enumerated.	Total.
Bur., C. R. & North.	377,347	104,163	25,249	138,961	27,524	170,031	506,389	11,439	11,440	.....	47,454	11,440	39,149	158,235	1,627,920
Central Iowa.....	94,716	3,084	.....	20,570	.....	45,668	327,858	8,008	1,100	1,500	420	.....	.....	79,560	582,514
Chi., Bur. & Quincy.	1,435,051	88,129	73,894	551,260	54,983	848,387	1,031,934	49,117	68,896	.....	138,370	87,434	57,754	818,374	5,281,183
K. C., St. J. & C. B.	146,034	18,500	10,140	56,238	9,262	153,478	84,098	5,124	10,416	1,128	11,466	14,573	13,813	153,773	708,045
Chi., Mil. & St. Paul.	883,019	322,808	66,191	368,230	181,412	888,375	428,372	31,057	49,749	.....	188,416	277,279	75,894	1,293,480	4,267,173
Chi. & Northwestern.	1,168,322	187,314	76,206	326,741	120,023	1,170,759	679,152	43,341	47,221	28,770	428,974	152,126	299,668	3,432,766	8,161,383
Chi., R. I. & Pacific.	755,399	54,760	29,309	206,987	42,039	428,787	390,203	51,063	32,965	24,725	33,342	125,227	37,360	1,027,674	3,320,780
Chi., St. P., M. & O..	199,701	216,107	6,961	32,980	16,573	502,151	55,020	.....	12,595	.....	46,901	36,791	21,213	248,052	1,395,085
Crooked Creek.....	1,045	85	25	208	.....	905	7,162	40	18	16	.....	397	17	333	10,271
Des Moines & Ft. D.	63,598	3,835	102	12,490	6,063	48,631	67,528	2,863	1,231	.....	4,594	1,818	2,425	20,724	236,817
Dubuque & Dakota..	15,280	250	60	7,069	300	8,380	1,250	300	200	150	116	386	50	7,686	41,500
Illinois Central.....	132,901	8,665	2,637	68,829	25,680	123,265	89,627	.....	7,793	5,332	.....	.....	8,519	140,819	614,048
Minneapolis & St. L.	82,807	138,191	3,448	10,700	9,170	199,050	300,706	6,103	4,983	1,171	78,249	16,118	9,654	106,867	967,817
Sioux City & Pacific.	51,952	2,661	4,329	33,548	5,905	75,148	20,841	1,879	2,844	.....	.....	3,473	4,419	37,795	244,794
Wabash, St. L. & P..	1,406,361	119,950	92,891	385,963	81,241	960,225	799,028	.....	89,544	32,963	367,591	.....	310,141	1,107,271	5,753,168
NAR'W GAUGE ROADS.															
Burlington & N. W.	11,541	61	305	4,204	506	5,736	1,438	.....	.....	.....	1,151	153	547	3,492	29,134
Total	6,825,704	1,269,502	385,737	2,219,951	580,701	5,638,876	4,750,636	210,339	340,986	96,355	1,347,044	727,215	880,623	8,571,963	33,839,632

TABLE XXI.

IOWA TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provision.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime, and cement.	Salt.	Petroleum and oil.	Iron, steel, and castings.	Stone and brick.	Manufactures.	Merchandise, and other articles not enumerated.	Total.
Burlington, Cedar Rapids & Northern	377,347	104,162	25,249	138,961	9,588	146,931	506,389	24,149	34,319	3,575	47,454	.....	29,761	158,235	1,627,920
Central Iowa	94,716	3,084	.....	20,570	.....	45,668	327,488	6,698	1,160	1,569	420	.....	.....	79,560	580,514
Chicago, Burlington & Quincy	622,097	20,107	27,292	267,163	20,722	460,490	229,117	19,296	37,254	.....	51,660	29,793	29,146	328,339	2,173,178
Chicago, Milwaukee & St. Paul	179,139	6,601	17,424	95,656	37,853	81,342	73,307	6,176	160	.....	4,251	51,468	4,793	119,129	677,293
Chicago & Northwestern	359,862	7,380	10,630	131,765	24,721	209,708	149,366	8,478	1,452	2,132	4,636	26,133	17,345	117,988	1,077,688
Chicago, Rock Island & Pacific	590,991	43,708	21,348	227,452	33,054	227,950	295,530	37,935	24,335	18,753	25,423	95,585	13,487	783,406	2,538,957
Crooked Creek	1,045	85	25	208	.....	903	7,162	40	18	16	.....	397	17	353	10,271
Des Moines & Ft. Dodge	63,338	3,835	102	12,400	6,063	48,631	67,328	2,868	1,231	.....	4,591	1,818	2,423	20,734	235,317
Dubuque & Dakota	15,286	250	60	7,060	300	8,380	1,250	200	230	136	116	386	60	7,673	41,500
Illinois Central	132,901	8,665	2,627	68,820	25,680	123,265	89,627	.....	7,793	5,333	.....	.....	8,519	140,819	614,048
Sioux City & Pacific	23,425	1,466	3,376	11,041	2,316	69,319	18,445	1,015	2,654	.....	.....	2,183	3,262	30,592	169,094
NARROW GAUGE ROADS.															
Burlington & Northwestern	11,541	62	305	4,204	506	5,736	1,438	.....	.....	.....	1,151	153	547	3,492	29,135
Total	2,471,936	199,405	115,138	984,402	160,603	1,551,515	1,767,047	108,265	110,646	31,658	139,707	207,916	109,362	1,820,215	9,777,415

TABLE XXII.

ACCIDENTS TO PERSONS.

RAILROADS.	KILLED.																					INJURED																		Suicides in Iowa.
	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off train.	Highway crossings.	Miscellaneous.	Stealing rides.	While intoxicated.	Trespass'rs on track	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off trains.	Highway crossings.	Miscellaneous.	Ov'rhead obstruction.	Stealing rides.	Trespassers on track.										
Burlington, Cedar Rapids & Northern	..	6	4	10	..	1	..	..	..	4	..	1	..	1	2	1	2	23	26	2	1	..	10	3	..	..	9	..	..	..	1	1
Chicago, Burlington & Kansas City	..	1	1	2	..	..	..	..	1	..	..	..	..	..	1	2	6	1	9	..	..	..	2	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Central Iowa	2	1	4	7	..	..	1	..	..	..	2	..	..	..	2	2	4	1	8	2	3	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Chicago, Burlington & Quincy	1	11	12	24	..	..	..	..	..	9	..	17	..	5	..	1	199	39	239	1	11	..	60	31	34	..	74	6	5	17	..	..	..	..	..	..	..	..	..	..	..
Kansas City, St. Jo. & Council Bluffs	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6	..	6	..	..	..	2	..	1	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Chicago, Milwaukee & St. Paul	1	14	7	22	1	..	..	..	..	3	..	2	1	10	1	4	48	186	10	244	52	15	4	59	6	9	6	90	..	2	..	1	1
Chicago & Northwestern	1	22	15	38	1	..	1	10	9	4	..	5	1	..	7	1	22	10	33	..	1	..	14	6	4	3	2	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Chicago & Northwestern	2	18	16	36	2	1	1	1	7	4	1	6	4	4	10	..	4	4	8	..	..	..	3	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Chicago, Rock Island & Pacific	..	3	..	3	..	..	1	1	..	..	..	..	..	1	1	..	3	..	3	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Chicago, St. Paul, Minneapolis & Omaha	..	1	1	2	..	..	..	..	..	..	..	1	..	..	1	1	1	..	2	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Des Moines & Ft. Dodge	..	6	7	13	..	..	..	..	4	2	..	1	1	..	4	5	2	17	4	23	..	1	..	12	4	..	2	..	2	..	1	..	1	..	..	..	..	..	..	..	..
Illinois Central	..	1	2	3	..	..	..	..	1	..	..	..	1	..	1	3	7	..	10	..	3	..	4	1	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Minneapolis & St. Louis	..	1	..	1	..	..	..	..	..	..	1	..	..	..	..	..	14	2	16	..	2	..	6	3	1	..	3	..	..	..	1	..	..	..	..	..	..	..	..	..	..
Sioux City & Pacific	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	2	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..
St. Louis, Keokuk & Northwestern	..	2	..	2	..	..	..	..	..	2	..	..	..	..	..	..	6	..	6	..	..	..	6	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Wabash, St. Louis & Pacific	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
NARROW GAUGE ROADS.																																								
Ft. Madison & Northwestern	..	1	..	1	1	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Cedar Rapids & Marion	..	1	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	7	89	69	165	5	2	4	16	31	19	4	41	10	21	33	61	502	72	635	59	37	4	182	57	56	10	192	..	6	8	24	3

TABLE XXIII.

PROPERTY ACCOUNTS, CHARGES, AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

RAILROADS.	CONSTRUCTION.										
	Grading.	Bridging and masonry.	Superstructure including rails.	Land, land damages and fences.	Passenger and freight stations, coal-sheds, and water stations.	Engine-houses, car-sheds, and turntables.	Machine-shops, including machinery and tools.	Engineering, agencies, salaries, and construction expenses.	Purchase of other roads.	Total construction.
Burlington, Cedar Rapids & Northern	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....
Chicago, Burlington & Kansas City	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Central Iowa	20,566.15	80.24	50,014.60	15,457.12	41,243.59	3,837.66	2,236.50	.....	.....	133,435.86
Chicago, Burlington & Quincy	637,711.93	24,103.21	*141,321.38	181,934.98	78,969.84	394,581.80	28,457.81	4,301.45	†34,708.60	1,526,038.00
Kansas City, St. Jo. & Council Bluffs	23,367.12	18,455.85	.....	10,452.62	17,593.61	.....	.....	63.17	.....	69,932.37
Chicago, Milwaukee & St. Paul	.....	43,171.95	‡378,864.77	373,381.63	429,732.63	495,851.28	.....	.....	14,257,499.23	15,978,501.49
Chicago & Northwestern	.....	182,151.01	3,621,949.42	131,944.79	.....	283,044.18	.....	149,894.11	2,386,983.62	6,755,967.13
Chicago, Rock Island & Pacific	100,202.60	44,895.02	405,326.96	24,238.52	82,343.17	§161,075.45	11,626.16	8,979.87	116,924.75	955,563.50
Chicago, St. Paul, Minneapolis & Omaha	362,981.27	123,582.65	500,098.90	22,926.55	127,724.18	191,044.34	.....	3,480.86	7,052,994.33	8,387,833.08
Des Moines & Ft. Dodge	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St Louis	208,769.02	72,796.94	1,331,810 48	121,935.19	52,653.69	3,124.73	100,141.79	25,464.11	¶301,543.17	2,118,239.12
Sioux City & Pacific	.....	744.70	3,634.70	9,988.63	6,968.35	.....	127.72	.....	.....	21,154.10
Wabash, St. Louis & Pacific	49,512.49	40,660.44	583,203.41	80,123.44	104,668.63	86,904.78	35,846.46	16,563.89	.....	1,002,486.54
NARROW GAUGE ROADS.										
Burlington & Northwestern	2,100.58	36.79	377.82	1,025.26	771.30	43.73	2,505.49	.....	.....	6,860.97
Total	1,405,211.16	550,649.80	7,021,592.44	973,388.73	942,368.99	1,622,507.95	180,941.93	208,747.46	24,050,653.70	36,956,062.16

* Double track extension.
† Telegraph lines and elevator.
‡ Side tracks.
§ New grain elevators.
¶ Discount and interest on bonds.

TABLE XXIII—CONTINUED.

RAILROADS.	EQUIPMENT.				TOTAL.		OTHER INCREASE.		Net additions to property accounts.
	Locomotives.	Passenger, baggage, and express cars.	Freight and other cars.	Total for equipment.	Total expenditures for property accounts.	Credits to property accounts.	Amount capital has been increased by stock or other dividends not represented by actual increase of property.	Amount capital has been increased by dividing surplus.	
Burlington, Cedar Rapids & Northern	$ 22,109.03	$ 40,580.00	$ 76,110.34	$ 138,799.37	$ 138,799.37	$.....	$.....	$.....	$ 138,799.37
Central Iowa	.....	.....	2,969.01	2,961.01	136,404.87	97,006.27	.....	.....	39,398.60
Chicago, Burlington & Quincy	263,714.83	87,574.65	938,354.84	1,279,644.32	2,805,732.32	5,501.32	.....	.....	2,800,231.00
Kansas City, St. Jo. & Council Bluffs	.....	.....	3,366.42	3,355.42	73,288.79	7,575.00	.....	.....	65,713.79
Chicago, Milwaukee & St. Paul	1,426,001.48	383,715.79	1,214,642.09	3,026,359.36	19,006,461.85	10,468.33	.....	.....	18,994,992.52
Chicago & Northwestern	.....	.....	.....	1,825,000.70	8,580,967.83	.....	.....	.....	8,580,967.83
Chicago, Rock Island & Pacific	136,000.00	34,400.00	143,093.63	313,493.63	1,269,057.13	.....	.....	.....	1,269,057.13
Chicago, St. Paul, Minneapolis & Omaha	179,664.15	79,227.06	294,110.41	553,701.62	8,941,534.70	.....	.....	.....	8,941,534.70
Crooked Creek	.....	.....	98.50	98.50	98.50	.....	.....	.....	98.50
Dubuque & Dakota	12,992.59	2,700.00	19,201.76	34,894.35	34,894.35	.....	.....	.....	34,894.35
Minneapolis & St. Louis	568,435.07	87,446.14	604,405.77	1,260,286.98	3,378,526.10	.....	.....	.....	3,378,526.10
Sioux City & Pacific	.....	.....	.....	8,278.93	29,433.03	.....	.....	.....	29,433.03
Wabash, St. Louis & Pacific	11,633.62	43,145.00	234,348.33	289,127.55	1,291,614.09	.....	.....	.....	1,291,614.09
NARROW GAUGE ROADS.									
Burlington & Northwestern	.....	.....	3,459.91	3,459.91	10,320.88	.....	.....	.....	10,320.88
Total	2,613,150.77	759,488.64	3,534,151.61	8,740,070.65	45,696,132.81	120,550.92	.....	.....	45,575,581.89

TABLE XXIV.

COMPARATIVE SUMMARY FOR THE YEAR ENDING JUNE 30, 1878, 1879, 1880, 1881, AND 1882.

	1878.	1879.	1880.	1881.	1882.
TOTAL LENGTH OF ROADS AND BRANCHES:					
Total length of roads and branches in Iowa	4,157.15	4,396.04	4,977.61	5,425.98	6,337.43
Total length of double track in Iowa	3.00	6.66	24.76	40.07	47.06
Total length of sidings in Iowa	452.61	481.92	539.55	497.19	700.73
Capital stock paid in	183,488,642.54	185,614,375.77	264,482,954.21	288,713,878.86	345,918,603.27
Capital stock paid in per mile of road	21,926.62	21,428.31	17,426.72	19,149.54	18,040.23
Total funded debt	154,153,222.28	158,415,089.28	217,991,735.33	296,182,077.78	368,782,177.78
Total unfunded debt	5,985,587.14	4,580,747.14	10,742,168.86	11,674,408.69	17,446,150.23
Total debt	160,140,809.52	162,995,836.42	228,733,894.39	307,776,486.38	386,228,328.01
Total debt per mile	19,158.27	18,850.25	16,607.02	20,413.91	20,822.40
Total stock and debt	344,429,452.06	348,609,212.13	493,216,848.60	596,490,365.24	732,146,953.28
Total stock and debt per mile of road	41,425.60	39,742.33	40,461.00	39,563.45	39,471.52
Total cost of road and equipment	316,185,371.60	266,371,437.18	399,720,231.59	587,994,978.74	669,732,467.04
Total cost of road and equipment per mile	40,496.76	43,989.23	44,426.20	39,397.76	36,413.81
Proportion of cost for Iowa	130,967,401.55	119,179,644.35	202,963,513.02	212,834,982.03	215,979,324.81
EARNINGS:					
From passengers	$ 9,819,118.44	$ 9,641,073.21	$ 13,809,589.43	$ 15,736,336.30	$ 21,759,616.01
From express	627,036.91	698,307.70	1,147,126.73	1,476,042.40	1,862,688.90
From mails	766,194.24	811,748.72	1,188,471.44	1,323,218.64	1,723,221.26
From freight	32,211,873.46	32,030,710.10	47,156,826.57	56,266,944.40	69,353,972.66
From other sources	695,662.03	733,671.42	1,162,746.80	1,750,419.17	1,059,707.39
Total earnings	44,119,285.04	44,024,445.08	64,464,761.92	76,532,960.91	92,759,206.32
Proportion for Iowa				28,452,181.91	32,023,966.03
Earnings per mile of road	5,902.52	5,586.62	5,491.23	5,083.73	5,606.66
Earnings per train mile, passenger trains	1.60	1.60	1.28	1.38	1.36
Earnings per train mile, freight trains	2.03	1.73	1.13	1.72	1.69
Earnings per train mile, all trains earning revenue	1.89	1.67	1.17	1.63	1.60
Earnings above operating expenses	19,087,374.45	18,996,183.70	28,817,321.35	29,341,465.76	33,982,731.69
Earnings above operating expenses for Iowa				11,663,777.52	11,511,572.98
Total income from all sources	44,119,285.04	44,024,445.08	64,464,761.02	76,611,097.38	95,092,114.49

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Decrease of 1879 over 1878.	Decrease of 1880 over 1879.	Decrease of 1881 over 1880.	Decrease of 1882 over 1881.
TOTAL LENGTH OF ROADS AND BRANCHES.								
Total length of roads and branches in Iowa	238.89	580.97	448.37	911.45	.....	.....	.....	.....
Total length of double track in Iowa	3.66	18.70	15.31	6.99	.....	.....	.....	.....
Total length of sidings in Iowa	29.31	57.63	.....	203.54	.....	.....	42.36	.....
Capital stock paid in	2,125,733.23	78,868,578.44	24,230,924.65	57,204,726.41	.....	.....	.....	.....
Capital stock paid in per mile of road	.....	.....	1,722.82	.....	.....	493.31	4,181.59	.....	500.32
Total funded debt	4,259,866.90	59,576,636.25	78,110,393.28	73,680,100.00	.....	.....	.....	.....	.....
Total unfunded debt	.....	6,161,421.72	932,239.74	5,771,741.43	1,404,840.00	.....	.....	.....	.....
Total debt	2,856,026.90	65,738,057.97	79,042,591.99	78,451,841.63	.....	.....	.....	.....	.....
Total debt per mile	.....	.....	3,806.89	403.49	308.02	2,243.23	.....	.....	.....
Total stock and debt	4,179,860.07	144,607,436.47	103,273,516.64	135,656,568.04	.....	.....	.....	.....	.....
Total stock and debt per mile of road	.....	319.57	.....	.....	1,682.67	.....	.....	1,064.20	1.83
Total cost of road and equipment	.....	133,348,734.42	188,274,747.15	81,727,488.30	49,813,874.84	.....	.....	.....	.....
Total cost of road and equipment per mile	483.47	3,445.97	.....	.....	.....	.....	5,028.50	2,983.89	.....
Proportion of cost for Iowa	.....	83,783,898.67	9,871,439.01	3,144,342.78	11,787,757.20	.....	.....	.....	.....
EARNINGS;									
From passengers	$	$ 4,168,516.27	$ 1,956,746.82	$ 5,993,278.91	$ 178,045.23	$	$	$	$ .....
From express	71,270.79	448,819.03	338,915.57	386,646.50	.....	.....	.....	.....	.....
From mails	55,554.48	366,722.72	134,747.29	460,993.67	.....	.....	.....	.....	.....
From freight	.....	15,126,116.47	9,110,117.85	10,087,023.26	181,163.36	.....	.....	.....	.....
From other sources	37,409.39	429,678.38	587,672 37	.....	.....	.....	.....	.....	690,711.78
Total earnings	.....	20,440,315.94	12,118,199.89	16 176,245.31	94,839.96	.....	.....	.....	.....
Proportion for Iowa	.....	.....	.....	3,671,784.12	.....	.....	.....	.....	.....
Earnings per mile of road	.....	.....	.....	522.93	315.90	95.39	407.50	.....	.....
Earnings per train mile, passenger trains	.....	.....	.10	.....	.....	.32	.....	.....	.02
Earnings per train mile, freight trains	.....	.....	.30	.....	.30	.60	.....	.....	03
Earnings per train mile, all trains	.....	.....	.46	.....	.22	.50	.....	.....	03
Earnings above operating expenses	.....	9,821,137.65	524,144.41	4,641,265.93	91,190.75	.....	.....	.....	122,204.54
Earnings above operating expenses for Iowa	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total income from all soureces	.....	20,440,315.94	12,146,336.56	18,421,017.11	94,839.96	.....	.....	.....	.....

TABLE XXIV—CONTINUED.

	1878.	1879.	1880.	1881.	1882.
OPERATING EXPENSES:					
Maintenance of way and buildings	$ 7,976,042.61	$ 7,754,884.42	$ 9,698,394.99	12,326,243.06	16,354,670.75
Motive power and cars	3,944,677.28	3,937,068.41	5,125,060.67	6,380,957.05	7,992,804.06
Conducting transportation	10,511,914.51	10,840,153.04	16,171,418.16	20,863,909.85	26,634,596.17
General expenses	2,594,028.44	2,590,217.49	4,452,565.85	6,313,874.42	7,884,403.55
Total operating expenses	25,026,662.84	25,028,263.38	35,047,459.67	46,084,983.88	58,756,474.53
Proportion for Iowa	12,585,950.23	12,984,420.92	13,982,683.77	16,788,404.39	20,512,393.05
Operating expenses, per mile of road	3,548.20	3,176.30	3,686.51	3,959.23	3,852.64
Operating expenses, per train mile	1.09	.97	.66	1.00	.75
Operating expenses, per cent of earnings	.57	.57	.55	.69	.63
Interest and rental	11,518,010.88	9,448,861.88	13,558,356.37	16,137,716.93	21,845,092.58
Interest and rental, per mile of road	1,469.35	1,285.55	1,170.26	1,071.26	1,330.38
Interest and rental, per cent of earnings	.26	.24	.21	.21	.23
Operating expenses, interest, and rental	36,544,673.72	34,477,125.21	49,205,796.04	62,310,612.73	80,691,567.11
Operating expenses, interest, and rental, per mile	4,889.14	4,368.05	4,191.44	4,136.32	4,873.02
Operating expenses, interest, and rental, per train mile	1.58	1.38	.91	1.30	1.03
Operating expenses, interest, and rental, per cent of earnings	.83	.78	.76	.81	.87
TRAIN MILEAGE:					
Miles run by passenger trains	6,649,187	6,971,372	12,618,247	16,868,981	18,875,194
Miles run by freight trains	15,871,538	18,505,590	41,513,231	37,179,355	39,106,906
Miles run by mixed trains	810,180	392,605	.....	7,954,187	6,744,011
Miles run by trains earning revenue	23,030,905	25,869,657	54,131,478	46,002,423	64,426,111
Miles run by construction and other trains	1,445,729	1,469,948	5,742,068	4,207,472	14,008,754
PASSENGERS:					
Total number carried	7,511,770	7,927,683	11,423,337	13,259,820	20,927,026
Total number carried one mile	250,274,228	330,405,980	475,410,765	596,871,465	787,021,961
Average rate of fare, per mile, per passenger, cents	3.50	2.92	2.90	2.77	2.75
Average distance traveled by each passenger, miles	37.30	41.60	41.60	45.00	37.47
FREIGHT:					
Total tons carried	6,804,338	8,553,311	21,665,716	25,040,973	31,062,765
Total tons carried one mile	1,514,083,462	2,790,826,910	3,603,943,923	4,222,249,822	4,631,564,735
Average rate in cents	2.10	1.10	1.30	1.49	1.29
Average length of haul for each ton carried, miles	222.50	326.30	166.30	169.53	149.10

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Decrease of 1879 from 1878.	Decrease of 1880 from 1879.	Decrease of 1881 from 1880.	Decrease of 1882 from 1881.
OPERATING EXPENSES:								
Maintenance of way and buildings	$.....	$ 1,943,510.57	$ 2,627,848.07	$ 4,028,427.69	$ 221,158.19	$.....	$.....	$.....
Motive power and cars	.....	1,188,392.26	1,455,890.38	1,321,847.01	107,668.85	.....	.....	.....
Conducting transportation	334,238.53	5,330,265.12	4,692,491.19	5,770,686.32	.....	.....	.....	.....
General expenses	.....	2,062,348.36	1,861,308.57	1,570,529.13	3,810.95	.....	.....	.....
Total operating expenses	1,600.54	10,619,176.29	10,437,544.21	12,691,490.65	.....	.....	.....	.....
Proportion for Iowa	398,470.69	1,078,232.85	2,898,780.62	3,723,988.60	.....	.....	.....	.....
Operating expenses per mile of road	.....	.....	23.72	493.41	171.90	139.79	.....	.....
Operating expenses per train mile	.....	.....	.34	.....	.12	.31	.....	.25
Operating expenses per cent of earnings	.....	.....	.05	.03	.....	.02	.....	.....
Interest and rental	.....	4,109,494.54	2,579,360.56	5,707,375.65	2,069,149.05	.....	.....	.....
Interest and rental per mile of road	.....	.....	.....	249.12	183.80	115.29	99.00	.....
Interest and rental per cent of earnings	.....	.....	.....	.02	.05	.....	.....	.....
Operating expenses, interest and rental	.....	14,728,670.83	13,104,816.68	18,319,954.39	2,067,548.51	.....	.....	.....
Operating expenses, interest and rental, per mile	.....	.....	.....	736.70	531.09	176.61	55.12	.....
Operating expenses, interest and rental, per train mile	.....	.....	.39	.....	.20	.47	.....	.37
Operating expenses, interest and rental, per cent of earnings	.....	.....	.05	.06	.07	.02	.....	.....
TRAIN MILEAGE:								
Miles run by passenger trains	322,185.00	5,646,875	.....	7,706,213	.....	.....	1,749,266	.....
Miles run by freight trains	2,634,052	23,007,641	.....	11,927,551	.....	.....	14,333,876	.....
Miles run by mixed trains	.....	.....	7,954,157	.....	.....	117,485	.....	1,210,146
Miles run by trains earning revenue	2,838,783	28,261,821	.....	18,429,618	.....	.....	8,128,985	.....
Miles run by construction and other trains	24,219	4,272,120	.....	9,798,282	.....	.....	1,534,596	.....
PASSENGERS:								
Total number carried	415,913	3,495,854	1,836,283	7,667,206	.....	.....	.....	.....
Total number carried one mile	50,134,752	145,001,785	121,460,700	190,150,496	.....	.....	.....	.....
Average rate of fare per mile per passenger, cents	.....	.....	.....	.....	.58	.02	.13	.02
Average distance traveled by each passenger, miles	4.30	.....	3.41	.....	.....	.....	.....	7.53
FREIGHT:								
Total tons carried	1,748,973	13,112,405	3,373,257	6,021,792	.....	.....	.....	.....
Total tons carried one mile	1,276,243,448	813,117,013	618,305,899	403,314,913	.....	.....	.....	.....
Average rates, in cents	.....	.20	.19	.....	.01	.....	.....	.26
Average length of haul for each ton carried, miles	103.80	.....	3.23	.....	.....	160.00	.....	20.43

TABLE XXV.

GRADES ASCENDING EAST AND SOUTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																			Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Chicago, Burlington & Quincy, main line	12.88	8.91	7.78	6.42	4.89	7.80	9.80	8.91	4.45	13.42	1.82	3.80	17.41							44.54	276
Chicago, Rock Island & Pacific, main line	11.27	10.33	9.20	14.17	12.27	6.23	7.82	23.28	.08	13.34										13.22	317
Chicago & Northwestern, main line	24.70	13.45	14.13	10.59	9.77	5.21	7.91	10.95	1.46	14.51	2.21		.85		.34					98.76	350
Illinois Central	20.64	12.79	10.29	7.39	11.34	6.29	8.16	9.92	11.8	15.61	.17	1.34	4.20	1.08	1.57					75.68	327
Chicago, Milwaukee & St. Paul	8.14	9.34	10.78	11.53	12.89	6 91	8.86	18 4	8.39	10.72		.85		1.23						57.60	292
Charlton to Mt. Ayr	1.30	1.28	2.14	1.47	21	1.25	1.60	.23	.87	6.16	5 61	2 17	3.03							12.92	75
Charlton to Indianola	.38	.65	1.00	.28	1.55	.76	.50	.30	1.06	1.04	1.08	.38	1.74	2.73	1.27					2.89	32
Creston to State Line	8.18	4.05	1.23	1.74	1.06	.85	.76	1.67	1.53	2.09										9 88	44
Creston to Greenfield, and Fontanelle	3.01	1.29	.76		.19	.68	.38	.82	.09	.51	.19	.21	.53		.51					8.85	28
Villisca, Clarinda, and State line	2.86	.98	.57	.90	1.78	1.13	.53			.53	.22	.22								10.17	26
Hastings to Sidney	2.50	1.02	.98	.87	.61			.86	.48	.82		.38	.28							9.94	25
Albia, Knoxville, and Des Moines	.90	1.85	1.57	.79	2.07	1.21	3.67	2.05	1.86	2.40	3.92	1.09	.91							12.92	68
Burlington and Keokuk	5.56	1.76	2.12	1.46	1.88	2.46	.83	.13		.32			.13							12.92	42
Hastings and Carson	.15	.34	.21	.76	.43	.30	1.27													4.26	16.50
Red Oak to Griswold	.76	1.36	.32	.68	.15	.28	.21		.21	.28										5.40	18
Red Oak to Hamburg	4.59	1.80	5.00	8.86																15.20	39
Davenport to Knoxville	8.67	7.76	4.63	1.90	3.10	3.11	3.43	6.56	2.79	9.55	.76									20.33	114.67
Washington to State line	4.00	3.82	7.07	5.72	3.43	3.00	5.52	2.00	1.43	3.92	1.32	3.70	.90	5.85	.38					21.23	130
Des Moines, Indianola and Winterset	2.28	1.46	.76	.72	.68	1.42	.32	.60		.09										19.31	49
Atlantic to Audubon	.76	.76	1.62	.38	.07			.68	.26	.19										5.64	24.60
Avoca to Harlan				.76				.80	.19											3.70	12
Atlantic to Griswold	.19	.19	.19	.40	.28	.09				1.70										6 49	14.71
Avoca to Carson	.15	.60	.91		.32	.38	.21													5 72	17.32
Guthrie to Guthrie Center	1.00	.43	.93	.40	.57		.26	.19	.30	.21		1.42	1.42		.91					1.56	14 20
Clinton to Anamosa		1.76	.55	1.55	2.52	3.66	.51	1.53	.45	11.31										18 89	71
Maple River Road	8.90	4.85	6.60	4.38	4.41	2.60	26													14.33	60
Stanwood to Tipton	.67	.20							.72	1.42		.53		.38						1.45	8.50
Wall Lake to Sac City	.79	.38		1.20	.30	.19			.38	.26										2 40	12.70
Tama City to Garwin	.09	.30	.30		.19	.09														1.61	12.00
Burlington & Southwestern	.42	2.22	.97	1.50	.84	.74	1.78	1.08	.40	2.20	2.10	2.43	8.45							25.32	77.76
Burlington & Northwestern to Washington	3.75	1.08	.28	.41	.87	1.64	.71	.42		1.72	1.50	1.02	1.10							4.14	37 10
Burlington, Cedar Rapids & Northern, main line	6.48	4.89	5.27	6.03	5.87	5 62	2.56	7.70	4.22	11.76	2.42	5.06	.17		.06					72.02	251
Cedar Rapids to Postville	.95	4.19	1.29	3.38	6.49	1.42	3 00	2.35	2.33	6.00		1.59		.57	1.05	.49				18 18	98
Viuton to Holland	.83	1.34	.69	.34	1.49	1.45	.60	3 77	.2		.19	.49								35.40	71
Muscatine to Riverside	.15	.93	.96	.38	1.14	.02	.21	1.76	.42	1 76	.26				.40		.11			9 26	31
Elmira to What Cheer	3.26	3.24	1.97	1.82	4.01	1.57	.85	.76	.68	1.60	1.02	2.23	.38	.19	.19					15.73	66.64

TABLE XXV—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																			Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Central Iowa Railway	5.26	6.50	6.02	8.64	4.41	3 49	6 63	6.04	4.89	8.33	3.09	6.51	1.88	.68						17.61	189
Keokuk & Des Moines																					
Des Moines & Ft. Dodge	8.63	5.55	2.82	1.14	3.43	1.40	1.06	.40	.36	1.42		1.13								25.42	88
Des Moines & Minneapolis to Callanan	2.08	2.56	1.34	1.98	.76	1.22	.99	.93	1.59	1.38	1.02	1.60	.17	.59	.81					14.11	58
Missouri, Iowa & Nebraska	1.96	2.63	.80	.59	.69	1.14	.63	.40	.19	1.40	2.90	1.94								1.55	39.55
St. Louis, Kansas City & Northern, Wabash	1.42	.97	.72	2.54	.58	.47	1.38	.76	.21	2.86	1.21	2.40	1.93	3.39	.23	.74				6.46	43
Council Bluffs & St. Louis, Wabash	.87	2.10	1.35	.61	1.40	.78	1.00	1.69	2.21	.66	7.78	5.19								14.04	69
Clarinda to State line		.55	.13		.17		.55	.66	.11											4.77	11.43
Sioux City & St. Paul		2.13	1.10	1.25	1.67	.76	1.31	.85		.53										15.96	67
Sioux City & Pacific	1.02	.19	.09			.09				.47										46.73	76
Sioux City & Dakota																					
Milwaukee & St. Paul, Sabula to Cedar Rapids	.19	1.36	2.90	1.89	4.15	.76	.68	2.18	.95	10.10	2.91									22.97	93
Milwaukee & St. Paul, State line to Mason City	.80	2.48	1.02	1.67	2.19	.93	1.25	2.61	.45	.55										17.04	40
Milwaukee & St. Paul, State line to Calmar	.36	.19	1.10	1.18	3.22	1.57	4.11													41.23	68
Milwaukee & St. Paul, Conover to Decorah			.57	1.13	1.40	1.70			1.13	.57				.57		.57				7.74	9
Milwaukee & St. Paul, Davenport to Fort Atkinson																					
Milwaukee & St. Paul, Eldridge to Maquoketa																					
Clinton, Dubuque, and State line	7.52	10.53	2.00	.66	.47	.11		1.04												88.20	139.60
Turkey River Branch	1.51	1.89	.85	1.19	.08	.59														14.20	43.60
Waukon & Mississippi	.89	.83			.40					.07										4.25	22
Dubuque & Dakota, Tripoli to Hampton	.94	.45	1.72	.47	2.61	.53	1.47	.57	.28	7 33										17.16	55.26
Cedar Falls & Minnesota	3.39	3.71	3.31	1.91	3.52	.74	1.93	1.17	.81	3 03	1.29									12.60	75
Kansas City, St. Joseph & Council Bluffs																				39.79	59.80
Minneapolis & St. Louis, Fort Dodge to State Line	2.31	6.04	1.48	3.82	2.79	1.29	1.29	2.12	.68	5.59										28.24	89.67
Des Moines, Adel & Western	1.14	.34	1.57	.34	.38	1.86	.91	.38	.76	1 20		1.38				1.40				5.36	28.60
Fort Madison & Northwestern		.13	.30		38	.22	.26	.52		.52										2.84	11.74
Lehigh & Judd																					
Bellevue and Cascade																					
Albia to Centerville, Missouri, Iowa & Nebraska	.61	1.00	.25	.19	.27	.61	.06	.53	.18	.45	.42	1.12	.95		.13					8.57	34.05
Albia to Moravia, Chicago, Burlington & Quincy		.80	.32			.53	.34	.57	.63	.47		.10								3.31	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	2.91	3.16	1.42	1.95	1.74	.64	3.05	1.20	.25	2.90	.93	1.38								11.04	47.91
Davenport Northwestern, Fayette to Jackson Junc.	1.00	.76	.56	.83	.85	.47	.45	2.58	1.15	4.03										3.64	25.06
Wilton to Muscatine	.15	1.25		.60	1.10	1.14	1.06	1.82												2.07	11.67

TABLE XXVI.

GRADES ASCENDING WEST AND NORTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																			Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Chicago, Burlington & Quincy, main line	19.87	12.42	15.15	19.17	5.13	6.42	8.39	3.18	8.33	15.70	4.51	4.12	12.95							44.54	275
Chicago, Rock Island & Pacific, main line	27.01	11.86	12.90	9.13	16.25	8.52	8.95	18.07	5.77	14.83	2.09									73.22	517
Chicago & Northwestern, main line	34.36	16.09	16.50	10.25	13.47	6.42	10.66	10.99	2.46	12.50		1.61	.49	1.00	1.38					95.76	350
Illinois Central, main line	13.84	10.40	11.38	12.09	11.91	5.66	9.09	13.86	17.42	12.16	2.54	2.66		3.86	.17	.42				75.68	327
Chicago, Milwaukee & St. Paul, main line	11.96	13.14	9.26	10.55	12.80	7.16	12.71	14.71	8.01	21.74	2.26	1.93	.19							57.60	252
Charlton to Mt. Ayr	3.07	2.85	2.21	1.27	1.87	.98	1.06	2.16	1.55	5.17	1.26	4.60	6.36	.45						13.91	75
Charlton to Indianola	.55	1.02	1.48	.86	.70	.43	.80	1.38	.74	.64	.52	1.36	2.67	.21	.42	.81				2.80	32
Creston to State line	2.12	1.95	.49	.59	.83	.76	1.00	.83	1.32	1.12										9.85	44
Creston to Greenfield and Fontanelle	1.18	1.40	1.02	.56	2.71	.53	.19	1.44	.61	.32		.19	.18							8.85	28
Villisca, Clarinda, and State line	1.42	1.21	.42	.81	.55	.28	.69	.24	.66	.51										10.17	26
Hastings to Sidney	.53	.57	.63	.30	.51		.80	.13	.13	.68		.82	1.27							2.94	25
Albia, Knoxville, and Des Moines	3.02	1.46	4.34	1.02	1.51	1.58	3.54	1.42	2.82	4.20	.09	.21	.38			.29				13.92	68
Burlington & Kokuk	4.07	3.64	1.21	.99	.27	.46	.86	.60	.13	.57										12.94	42
Hastings to Loeb's Mills	1.59	.55	1.91	.51	.36	.27		.70		.91										4.26	16.5
Red Oak to Griswold	1.72	2.39	.91	1.23	.82		.29	.40		.59										5.40	18
Red Oak to Hamburg	2.39	2.31	1.27	2.48																15.30	59
Davenport to Knoxville	8.43	3.04	3.51	6.87	3.73	2.50	3.86	7.43	2.58	16.50	.13									20.33	114 67
Washington to State line	5.43	6.67	5.93	2.44	4.75	3.77	3.43	4.77	1.65	8.41	1.02	6.04	1.23	1.46	1.70					21.23	130
Des Moines to Indianola and Winterset	3.26	3.96	1.27	1.21	4.28	.97		.97	.34	1.21	.64	2.56	.64	.19						19.31	49
Atlantic to Audubon	6.12	3.43	.66	1.08	1.55	.62		.26	.74	.38										5.64	24.6
Avoca to Harlan	1.70	1.99	1.08	.19	.87	.19				.62										3.70	12
Atlantic to Griswold			1.23	.36	.74	1.61		.19		.57		.23	.25							6.49	14.71
Avoca to Loeb's Mills, Carson	4.73	1.80	.81		1.32		.19			.38										6.52	17.32
Guthrie to Guthrie Center	1.31	.28	.10		.38	.47		.66		.43	.13	.86								1.54	14.20
Clinton to Anamosa	1.48	.85	3.30	.74	5.23	1.69	.36	1.34	.15	14.15										18.89	71
Maple River road	.57	1.89	2.65	3.66	1.41	1.27		2.82												14.33	60
Stanwood to Tipton	.76					.19	.08		.15	.74	.19	.95	.17							1.45	8.50
Wall Lake to Sac City	1.95	1.50	1.40		.76		.36	.24	.32	.28										2.46	12.7
Tama City to Garwin	4.55	2.95	.19	.95	.08	.59	.11													1.61	12
Burlington & Southwestern	9.01	2.86	1.69	3.00	2.48	.72	1.10	2.21	1.91	1.88	1.79	1.55	9.17							25.32	77.76
Burlington & Northwestern to Washington	8.08	1.83	.76	.70	1.16	.44	.21		.47	.79	1.14		3.11							4 14	37.10
Burlington, Cedar Rapids & Northern, main line	21.40	15.59	10.89	4.70	10.43	9.28	4.92	7.60	4.15	11.82	5.25	4.59	.11							72.02	251
Cedar Rapids to Postville	2.35	3.90	2.46	3.47	3.96	5.66	3.35	1.78	2.59	8.33	1.38	1.67	2.25	.41	.91					18.19	98
Vinton to Holland	3.43	3.71	2.39	.59	3.60	1.12	1.02	1.28	2.31	3.05	2.09	.72		1.00	.43					38.40	71
Muscatine to Riverside	.57	2.00	1.48	.85	1.36	.47	1.46	.30		.57		1.51	1.48	.19		.83				9.26	31.00
Elmira to What Cheer	5.13	3.86	3.01	2.75		4.15	1.38	.93	2.23	.19	2.12		.53	.67	.13					15.73	66 64

TABLE XXVI—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																			Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Central Iowa Railway	15.97	8.98	6.32	7.82	7.25	7.42	6.04	6.31	3.79	11.38	4.41	3.74	2.18	1.21						17.01	189
Keokuk & Des Moines																					
Des Moines & Fort Dodge	2.73	7.29	2.77	3.44	1.78	1.84	.59	1.18	1.29	5.91										25.42	88
Des Moines & Minneapolis to Callanan	2.00	3.57	1.05	2.65	2.31	.81	.35	1.14	1.06	3.83	.72	1.26	.32	1.10	.21	.21	.34	.36		14.11	58
Missouri, Iowa & Nebraska	3.14	2.03	3.62	1.23	1.90	5.50	.30	.60	.21	1.21	.68		.5 47							1.35	39.65
St. Louis, Kansas City & Northern, Wabash	1.91	.19	1.54	1.06	.47	.32	.41	.21	1.16	2.21	.21	1.00	.99	2.86	1.06					6.40	43
Council Bluffs & St. Louis, Wabash	4.49	1.59	2.56	1.37	.39	1.21	.15	.45	.43	.63		6.99	9.43							14.04	69
Clarinda to State line, Wabash		1.46	.64	.67	.47		.45	.89												4.77	11.42
Sioux City & St. Paul	9.07	4.59	3.11	1.70	5.15	2.00	1.44	1.46	.38	2.44										15.96	57
Sioux City & Pacific	16.57	.09		.09	.34															46.73	76
Sioux City & Dakota										41											
Milwaukee & St. Paul, Sabula to Cedar Rapids	4.59	5.80	4.81	1.36	4.28	2.25	1.93	2.07	1.59	10.00	3.28									22.97	93.00
Milwaukee & St. Paul, State line to Mason City	1.41	.66	1.32	.26	.98	.55	.52	2.97	.88											17 04	40
Milwaukee & St. Paul, State line to Calmar	1.08	1.44	2.29	.72	2.09	3.90	3.07			.45										41.23	68.00
Milwaukee & St. Paul, Conover to Decorah																				7.74	9.00
Milwaukee & St. Paul, Davenport to Fort Atkinson																					
Milwaukee & St. Paul, Eldridge to Maquoketa																					
Clinton, Dubuque, and State line	8.24	15.23	2.14	.45	2.01	.11	.38	.41												88.30	129.60
Turkey River Branch	7.88	4.19	3.06	3.51	2.56	.85	.72	.32		.11										14.39	43.60
Wankon & Mississippi	1.34	1.21	3.12	2.96	1.53	1.53	1.02	.81	1.04	1.78	.60	.55	.58	.26	.40				.17	4.20	23.00
Dubuque & Dakota, Tripoli to Hampton	2.27	.96	3.23	1.23	2.27	.56	.98	1.50		8.73										17.16	55.26
Cedar Falls & Minnesota	6.80	4.30	4.70	3.16	5.85	2.70	.66	1.12	1.95	4.83	.25	.51	.21	.62						12.60	75
Kansas City, St. Jo. & Council Bluffs	13.82	.19																		39.79	53.80
Minneapolis & St. Louis, Fort Dodge to State line	5.83	4.91	2.78	2.52	3.18	2.06	2.74	2.48	1.42	5.91				.19						38 24	89.67
Des Moines, Adel & Western	1.76	.59		.83	.97	1.12	.65	.34	.97	.93		.79		.15		.38	2.16			5 30	28.60
Fort Madison & Northwestern	1.31	.81	.68	.46	.15	.34	1.63	.19	.30			.38			.57				.57	2.84	11.74
Lehigh and Judd																					
Bellevue & Cascade																					
Albia to Centerville, Missouri, Iowa & Nebraska	.13	.47	1.50	1.34	.61	.13	.57			.80	.21	.42	1.53	.51	.28					8.57	24.05
Albia to Moravia, Chicago, Burlington & Quincy	.47	.68	.91	.34	.81	.38			.30											3 81	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	.85	3.70	1.51	1.44	.85	.76	.64	.47	.28	1.57	1.08	2.33								11.04	47.91
Davenport & Northwestern, Fayette to Jackson Junc		.38	1.21	.28	.38	1.13	1.19	1.17	3.00											3.64	25.06
Wilton to Muscatine	.19			.30	.11	1.31		.57												2.07	11.67

REPORTS

OF THE

RAILROAD COMPANIES

FOR THE YEAR ENDING JUNE 30, 1882.

REPORT

OF THE

BURLINGTON, CEDAR RAPIDS & NORTHERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 10,000,000.00
Amount authorized by vote of the company		5,500,000.00
Amount issued, number of shares, $55,000; amount paid in		5,500,000.00
Total amount paid in as per books of the company		5,500,000.00
Amount of stock per mile of road	$ 8,696.20	
Amount of stock representing the road in Iowa.	5,500,000.00	
Amount of stock held in Iowa. Can't tell		
Total number of stockholders. About 725.		
Number of stockholders in Iowa. Don't know.		

DEBT.

Funded debt as follows:

First mortgage bonds due June, 1906, rate of interest five per cent		$ 6,500,000.00
Interest paid on same during the year	$ 325,000	
Minneapolis & St. Louis bonds due June, 1927, rate of interest seven per cent		150,000.00
Interest paid on same during the year	$ 10,500	
Iowa City & Western bonds due September, 1909, rate of interest seven per cent		584,000.00
Interest paid on same during the year	$ 40,880	
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due April, 1920, rate of interest six per cent		825,000.00
Interest paid	$ 49,500	
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due, rate of interest five per cent		1,000,000.00
Six months' interest paid	$ 25,000	
Total amount of funded debt		9,059,000.00

Floating debt:

Incurred for construction		
Vouchers and pay rolls	$ 170,617.07	
Bills payable	85,000.00	
Total amount of floating debt		255,617.07
Contingent liability as guarantor of bonds or debts of other roads		
Total amount of debt liabilities		$ 9,314,617.07
Amount of debt per mile of road, average 596 miles	$ 15,628.55	
Total amount of stock and debt	14,814,617.07	
Amount of stock and debt per mile of road	24,856.74	

COST OF ROAD AND EQUIPMENT.

Construction of road and branches (not reported separately)		$ 11,983,177.71
Grading, bridging and masonry		6,096.09
Side tracks		21,153.71
Sidings		9,857.55
Passenger and freight stations, coal sheds and water stations		19,113.79
Engine houses, car sheds and turntables		37,590.03
Machine shops, including machinery and tools		137.75
Engineering		200.00
Total expended for construction		$ 12,077,326.63
Average cost of construction per mile of road (632.46 miles)	$ 19,095.80	
Proportion of cost of construction for Iowa	11,822,608.52	

COST OF EQUIPMENT.

Locomotives		$ 538,037.96
Passenger, mail, baggage, and express cars		153,659.40
Freight and other cars		1,011,210.98
Total for equipment		1,702,908.34
Average cost of equipment per mile of road operated by company		
Proportion of cost of equipment for Iowa		
Total cost of road and equipment		$ 13,780,234.97
Average cost of road and equipment per mile		$ 2,692.51
Proportion of cost of road and equipment for Iowa		13,506,355.92
Average cost of road and equipment per mile in Iowa		21,788.81

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Purchase of other roads (specifying same) and all particulars:		
Chicago, Clinton & Western Railway		$ 288,223.86
Total for construction		288,223.86

EQUIPMENT.

Locomotives		$ 22,109.03
Passenger, mail, baggage, and express cars		40,580.00
Freight and other cars		76,110.34
Total for equipment		138,799.37
Any other expenditures charged to property account		
Total expenditure charged to property accounts		$ 427,023.23
Net addition to property account for the year		$ 138,799.37

GENERAL EXHIBIT.

Total earnings		$ *2,553,405.34
Total expenses, including taxes		1,739,276.49
Net earnings		814,128.85
Rentals, specifying amount paid to each company:		
Iowa Central Railway	$ 14,495.85	
Chicago, Rock Island & Pacific Railway	400.00	
Interest paid on funded debt, including leased lines		451,055.48
Dividends declared. None.		
Balance for the year, cash on hand		28,682.04
Balance at commencement of the year		43,210.40
Balance at the close of the year, June 30, 1882		28,682.04
Income from other sources than earnings		36,639.80
Total income from all sources for the year		$ 2,590,045.14

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 533,715.90
From express and baggage		20,300.33
From mails		33,019.19
Total earnings, passenger department		587,935.42
Earnings per train mile run (602,902 miles)	$.97.51	
Earnings, freight		1,955,984.99
From other sources, freight department		5,284.93
Total earnings, freight department		1,961,269.92
Earnings per train mile run (1,447.957 miles)	$1.35.45	
Total transportation earnings		*2,553,405.34
Earnings per train mile run, from all trains earning revenue (2,050,859 miles)	$ 1.24.299	
Earnings per mile of road operated (average 596 miles)	4,284 23	
Proportion of earnings for Iowa, miles 596.12.57	2,490,552.48	
Rents received for use of road		4,200.00
Rents received for use of stations, etc., none.		
Income from all other sources		36,639.80
Total income from all sources		$ 2,590,045.14
Proportion of income for Iowa	$ 2,535,419.68	

* Includes $4,200 rent of track.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 273,699.67
Renewal of rails		162,964.51
No. tons laid, steel 12,255.		
No tons laid, iron, none.		
Renewal of ties		61,930.94
No laid, 162,156.		
Repairs of bridges, including culverts and cattle-guards		66,688.26
Repairs of fences, road-crossings, and signs		27,891.69
Repairs of buildings, stations, and water-tanks		45,546.02
Total		$ 638,721.09

* Includes $4,200 track rental.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 115,858.31
Repairs of passenger cars		28,324.67
Repairs of freight cars		125,793.50
Total		$ 269,976.48

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 173,860.80
Water supply		4,621.55
Oil and waste		23,010.00
Locomotive service		141,027.92
Passenger train service		24,357.63
Passenger train supplies		10,237.45
Mileage of passenger cars (debit balance)		4,743.51
Freight train service		103,772.53
Freight train supplies		13,889.53
Mileage of freight cars (debit balance)		5,340.02
Telegraph expenses (maintenance and operating)		21,894.76
Damage and loss of freight and baggage		3,948.78
Damage to property and cattle		26,510.82
Personal injuries		17,682.54
Agents and station service		91,817.08
Station supplies		10,059.99
Total		$ 676,783.91

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 49,225.52
Legal expenses		6,742.74
Insurance		3,675.00
Stationery and printing		13,267.45
Outside agencies and advertising		21,998.74
Contingencies		11,396.39
Taxes in Iowa	$ 46,479.04	
Taxes in Minnesota	1,010.13	
Total taxes		47,489.17
Total		$ 153,795.01

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 638,721.09
Maintenance of motive power and cars		269,976.48
Conducting transportation		676,783.91
General expenses, including taxes		153,795.01
Total operating expenses and taxes		1,739,276.49
Operating expenses and taxes per mile of road, average 596 miles		2,918.25
Operating expenses and taxes per train mile run, for trains earning revenue (2,050,859 miles); cents	.84.75	
Proportion of operating expenses and taxes for Iowa		1,603,191.91
Expenses of running and management of passenger trains		219,959.11
Expenses of running and management of passenger trains, per train mile, 602,902 miles; cents	.36.48	
Expenses of running and management of freight trains		507,448.88
Expenses of running and management of freight trains, per train mile, cents		35.04
Expenses of running and management of all trains earning revenue, cents		35.46

GENERAL RECAPITULATION.

Total income		$ 2,590,045.14
Total operating expenses and taxes		1,739,276.49
Net income above operating expenses and taxes		850,768.65
Net income above operating expenses, taxes, and interest		399,713.17
Gross income per train mile run (2,288,657 miles)	$ 1.13.17	
Net income per train mile run (2,288,657 miles); cents	17.465	
Percentage of net income to stock and debt	2.698	
Percentage of net income to cost of road and equipment	2.9	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$
Surplus at the close of the year	
The amount invested in railroad stocks	
Give the name of each road, and the number of shares owned in each of them and the par value of shares	
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each	
The amount of its own stock or bonds owned by the company.	
Amount absorbed in construction	
Amount in material and balance from other roads	

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE, 30, 1882.

DEBIT.

Cost of consolidated road, equipment, and property		$ 13,780,234.97
Proprietary railroad, Chicago, Clinton & Western		288,223.86
Cost of leased lines:		
Iowa City & Western Railway	$ 659,566.34	
Cedar Rapids, Iowa Falls & Northwestern	1,775,306.27	
		2,434,872.61
Coupon interest paid to June 30, 1882		451,055.48
Assets:		
Capital stock not issued		4,500,000.00
Due from railway and express companies	$ 17,638.02	
Due from station balances	39,728.29	
Due from bills receivable	485 00	
Real estate	21,705.90	
Cash on hand	28,682.04	
		108,239.25
Material and fuel account:		
Machinery department	$ 99,479.65	
Engineer's department	155,642.40	
		255,122.05
Total		$ 21,817,748.22

CREDIT.

Capital stock		$ 10,000,000.00
Funded debt:		
Bonds of B., C. R. & N. R'y, 5 per cent currency	$ 6,500,000.00	
Bonds of M. & St. L. R'y, 7 per cent gold	150,000.00	
Bonds of C. R., I. F. & N. W. R'y, 6 per cent	825,000.00	
Bonds of C. R., I. F. & N. W. R'y, 5 per cent	1,000,000.00	
Bnds of I. C. & W. R'y, seven per cent	584,000.00	
		9,059,000.00
Unfunded debt:		
Vouchers and pay-rolls	$ 170,617.07	
Bills payable	85,000.00	
		255,617.07
Income:		
Lots leased and sold	$ 1,898.94	
Miscellaneous	34,740.86	
Net earnings	2,466,491.35	
		2,503,131.15
Total		$ 21,817,748.22

DESCRIPTION OF ROAD.

Length main line of road from Burlington to Albert Lea	*241.82
Length main line of road in Iowa	229.25
Length main line of road in Minnesota	12.57
Branches owned or leased by this company:	
Milwaukee Division, from Lewis to Postville, single track	94.13
Muscatine Division, from Muscatine to Riverside, single track	30.58
Pacific Division, from Vinton to Holland, single track	48.12
Iowa City Division, from Elmira, What Cheer, Thornburg, and Montezuma	83.02
Iowa Falls Division, from Holland to Emmettsburg	111.49
Chicago, Clinton & Western, from Clinton to Noe's, not in operation yet	23.30
Total length of branches owned by this company	390.64
Total length of branches owned by this company in Iowa	390.64
Total length of road belonging to this company	632.46
Aggregate length of sidings and other tracks not above enumerated	61.70
Same in Iowa	60.80
Aggregate length of track, computed as single track, exclusive of sidings	632.46
Same in Iowa	619.89
Total length of steel rails in tracks in Iowa, exclusive of sidings	351.40
Total length of iron rails in tracks in Iowa, exclusive of sidings	268.49
Weights per yard, steel 52, 56, and 60.	
Weights per yard, iron 52, and 54.	
Gauge of track 4 feet 8½ inches.	

* Does not include 11.39 miles from Manly Junction to Northwood, leased from the Iowa Central Railway.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each: Iowa Central, from Manly Junction to Northwood.	
Total length of above road, miles	11.39
Total length of above road in Iowa, miles	11.39
If any part of the road was first opened for operation during the past year, state the date. From Clarion to Emmetsburg, about October 1, 1881.	
Total number of miles operated by this company	620.55
Total miles road operated by this company in Iowa	617.98

STATIONS.

Number of stations on all roads owned by this company	99
Same in Iowa	96
Number of stations on all roads operated by this company	99
Same in Iowa	96
Number of telegraph offices in stations in Iowa	99

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (including officials and clerks at general office, 63)	2,080
Amount paid employes, including officials, on all roads operated by this company—whole line	$ 947,471.73

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	2	292
Combination bridges over 100 feet in length	17	4,770
Iron bridges over 100 feet in length	1	113
Wooden truss bridges under 100 feet in length	36	2,204
Wooden trestle and pile	923	54,222

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening (Iowa City Division)	2

BOX CULVERTS IN IOWA.

Timber	824
Stone	77

CATTLE-GUARDS.

Number of in Iowa	1,071

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		364,600
Amount of trestle work replaced with earth during the year, lineal feet	67	3,648
Timber culverts replaced with timber. No record kept.		

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length.
Toddville	Howe Truss, pony	Wood	May, 1882	80 ft.
Traer		Wood	January, 1882	80 ft.
Goldfield		Wood	September, 1881	80 ft.
Livermore		Wood	October, 1881	80 ft.
Independence	Combination	Wood and iron	April, 1882	146 ft., 11¾ in.
Elgin		Wood and iron	April, 1882	146 ft., 11¾ in.
River Junction		Wood and iron	January, 1882	146 ft.
Iowa City		Wood and iron	November, 1881	168 ft., 3 in.
Livermore		Wood and iron	February, 1882	146 ft., 11¾ in.
Adams		Wood and iron	Finished June, 1882	628 ft., 10¼ in.

Give the average number of years the trestle and pile bridges last on your roads in Iowa	7
Give the average number of years that wooden truss bridges last on your roads in Iowa	8

ROAD-BED AND TRACK.

Number of track sections in Iowa	105
Average length of sections, miles	6.35
Average number of men in each section gang	5.3
Number of new ties laid in track during the year in Iowa	162,156
Average number of new ties per mile of road	326
New rails laid in track during the year in Iowa—steel (1,225.5 tons), miles	15
Total track laid with new rails during the year in Iowa, miles	15
What is the average number of years that iron rails last in your track on main line in Iowa	3 to 4
What is the average number of years that iron rails last in your track on branches in Iowa	4 to 8
What is the average number of years that steel rails last in your track on main line in Iowa	Laid in 1876, still good.
What is the average number of years that ties last in your track in Iowa	White oak, 6 Soft wood, 4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

C., R. I. & P. R. R., at Columbus Junction.
Muscatine Div. B., C. R. & N. R. R., at Nichols.
C., R. I. & P. R. R., at West Liberty.
C. & N. W. R. R., at Cedar Rapids and Goldfield.
Illinois Central R. R., at Cedar Falls, Independence, and Iowa Falls.
Dubuque & Dakota R. R., at Clarksville.
C., M. & St. Paul R. R., at Nora Junction, Plymouth Junction, Emmetsburg, and Donnan.
Iowa Central R. R., at Abbott.
M. & St. Louis Railway, at Livermore.

What railroads cross your road, either over or under, and at what locality?

C., M. & St. P. R. R., at Linn Junction, overhead, main line.
C., M. & St. P. R. R., at Linn Junction, overhead, Milwaukee Div.
C., R. I. & P. R. R., at Iowa City, overhead, Iowa City Div.

Number of highway crossing at grade	740
Number of highway crossings at which there are flagmen	1
Number of highway crossings over railroad	3
Number of highway crossings under railroad	2
Number of highway bridges 18 feet above track	1
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road	277.7
What is the average cost per rod	$ 1.00
What is the total cost of same	88,864.00
How many miles of new fencing have you built during the year	34.6
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Des Moines county	1.8
In Benton county	14.2
In Black Hawk county	12
In Bremer county	2.5
In Butler county	14.6
In Floyd county	12.9
In Cerro Gordo county	3.8
In Worth county	16.5
In Linn county	11
In Buchanan county	19.5
In Fayette county	36
In Winneshiek county	1
In Allamakee county	1.3
In Muscatine county	9.3
In Johnson county	15.2
In Washington county	27.3
In Tama county	11
In Grundy county	19.2
In Hardin county	14.2
In Franklin county	11.5
In Wright county	23.3
In Humboldt county	23.4
In Kossuth county	4.3
In Palo Alto county	15.5
Total miles	321.3

ROLLING STOCK.

Number of locomotives	64
Number of passenger cars	26
Number of baggage, mail, and express cars, including combination cars (8)	20
Number of chair cars	2
Number of box freight cars	1,599
Number of stock cars	111
Number of platform and coal cars	514
Number of other cars	39
Total	2,305
Maximum weight of locomotives and tenders, tons	36½
Average weight of locomotives and tenders, tons	30¾
Number of locomotives equipped with train-brake	18
Kind of brake, Westinghouse air-brake.	
Maximum weight of passenger cars, tons	24
Average weight of passenger cars, tons	22
Number of cars equipped with train-brake	44
Kind of brake, Westinghouse air-brake.	
Number of passenger cars equipped with Miller platform and buffer	44

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Do not know.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	602,902
Miles run by freight trains during the year	1,447,957
Miles run by switching trains during the year	184,894
Miles run by other trains during the year	52,904
Total train mileage	2,288,657

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average weight of passenger trains, exclusive of passengers, tons	109
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	247

PASSENGER TRAFFIC.

Number of through passengers carried	5,983
Number of local passengers carried	469,207
Total number of passengers carried	475,190
Total passenger mileage, or passengers carried one mile	20,658,637
Average distance traveled by each passenger, miles	43.47
Average amount received from each passenger	$ 1.12
Highest rate of fare per mile for any distance (local), cents	3½
Lowest rate of fare per mile for any distance (local), cents	3
Average rate of fare per mile for all passengers (local and through), cents	2.585

FREIGHT TRAFFIC.

Total tons of freight carried	1,627,920
Total freight mileage, or tons carried one mile	147,465,549
Average rate per ton per mile received for through freight	
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freights	
Average rate per ton per mile received from freight to and from other roads	1.329
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	15,226,694
Number of miles run by loaded freight cars west and north	
Number of miles run by empty freight cars east and south	5,649,609
Number of miles run by empty freight cars west and north	
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	About as 1
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	to 3.

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	26
Rate of speed of freight trains, including stops, miles	11

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	377,347	23.18
Flour and meal	104,162	6.39
Provisions (beef, pork, lard, etc.)	25,249	1.55
Animals	138,061	8.48
Agricultural implements	9,388	.58
Lumber and forest products	170,031	10.44
Coal	506,389	31.11
Seed (principally flax)	24,149	1.48
Salt, lime, cement, stone, brick, etc.	34,319	2.11
Butter and eggs	3,375	.21
Iron, steel, and castings	47,454	2.92
Manufactures	29,761	1.83
Merchandise, and other articles not enumerated above	158,235	9.72
Total tons carried	1,627,920	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company, which pays us $75 a day. The United States Express Company pays us $6 per day.

TRANSPORTATION COMPANIES.

Oliver Adams, agent; general office, New York; amount paid, $19,848.00.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman sleepers are run on this road; we pay three cents per mile; by Pullman Palace Car Co.; from $1.50 to $2.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Paid to Pullman Palace Car Co., $4,779.08. Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Three cents per mile; paid to the treasurer of the Pullman Palace Car Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? We received $32,531.08 during the year ending June 30, 1882.

What amount have you paid for receiving and delivering mail to and from stations on your road? $952.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None; all owned by the Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
August 29	Unknown; tramp	Clarksville	Found dead on box-car loaded with railroad iron.
September 6	Maggie Quirk; single; 25 years	Independence	Threw herself in front of moving freight train; supposed to have been insane.
September 14	S. N. Neal, express messenger	Wellman	Collision; stood on rear end of train just moving out of station; tried to signal approaching train; his own fault, as he could have saved himself by stepping off.
October 12	Wm. Hardy, engineer	Mount Auburn	Track torn up by train-wreckers.
October 20	H. Robberts, brakeman	Greene	Foot slipped in getting on engine.
December 3	M. H. Maul, laborer	Garrison	Fell off front end of moving hand-car.
December 8	A. Botsfield, brakeman	Manly Junction	Knocked off side of freight car by colliding with corner of elevator; his own fault.
1882.			
January 17	M. R. Riley, brakeman		Fell between freight cars while in motion.
February 22	R. L. Tompkins, brakeman	Greene	Knocked off side of freight car by corner of coal-house; his own fault.
May 8	W. Deizenburg, boy	What Cheer	Attempted to jump on switch-engine; his own fault.

INJURED.

1881.			
August 3	P. Cory, switchman	Cedar Rapids	Foot slipped in attempting to jump on moving car; no one to blame.
August 15	F. Raaderstrom, laborer	Sand pit, near Ely	Bank caved in while digging for gravel; his own fault; he was notified place was dangerous.
August 15	W. Grundol, laborer	Sand pit, near Ely	Bank caved in while digging for gravel; his own fault; he was notified place was dangerous.
August 22	H. Player, stockman	Between Greene and Clarksville	Freight train wrecked by a car jumping the track; man was riding on top of train; his own fault.
September 29	Chas. Hanover, brakeman	West Branch	Coupling cars; no one to blame.
October 12	J. Crawford, tramp	Iowa Junction	Attempting to jump on moving train; his own fault.
October 17	Del. Calkins, engineer	Iowa City	Engine fell through a bridge badly weakened by a sudden raise of the water; no one to blame.
October 17	E. A. Joice, fireman	Iowa City	Engine fell through a bridge badly weakened by a sudden raise of the water; no one to blame.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
November 18	H. Shepard, brakeman	Solon	Coupling cars; no one to blame.
November 19	Wm. Forbush, passenger	Rockford	Train jumped the track; no one to blame.
November 19	W. E. Hertur, passenger	Rockford	Train jumped the track; no one to blame.
November 22	M. K. Fisher, brakeman	Iowa Falls	Coupling cars; no one to blame.
December 20	Jas. Rhodus, conductor	West Liberty	Coupling cars; no one to blame.
1882.			
January 17	Jas. C. Hawes, brakeman	Wellman	Coupling cars; no one to blame.
January 20	Jas. Rippel, laborer	Graham	Fell off dumping car; his own fault.
January 30	H. T. Harman, brakeman	Solon	Coupling cars; no one to blame.
February 1	T. Esseman, laborer	Burlington	Fell off plank in round-house; his own fault.
February 20	S. Sampson, switchman	Cedar Rapids	Coupling cars; no one to blame.
February 23	H. D. Newland, switchman	Cedar Rapids	Collision in yard; company at fault.
February 28	W. S. Winden, switchman	Cedar Rapids	Coupling cars; no one to blame.
March 6	J. P. McAllister, citizen	Burlington	Laid down on track; intoxicated; his own fault.
March 17	Jas Montgomery, switchman	Cedar Rapids	Coupling cars; no one to blame.
April 16	Jas. Lynch, section foreman	Greene	Riding on hand-car at night after work without orders; collided with passenger train; his own fault.
May 8	Richard Wayne, brakeman	LaPorte	Coupling cars; no one to blame.
May 19	Wm. Robbins, pump repairer	Dows	Caught his hand in machinery while oiling windmill.
June 22	Xaferwaber, tramp	Albert Lea	Attempted to crawl under freight train; his own fault.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	....	....	2	....	1
Collisions	....	....	1	....	1	....
Caught in frogs	....	....	....	....	....	....
Coupling cars	....	....	....	....	10	....
Falling from trains	....	4	....	....	3	....
Getting on and off trains	....	1	....	....	....	....
Train wrecking	....	1	....	....	....	....
Miscellaneous	....	....	....	....	9	....
Overhead obstructions	....	....	....	....	....	....
Stealing rides	....	....	2	....	....	....
Trespassers on track	....	....	1	....	....	....
Total	....	6	4	2	23	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	10
Number of persons injured during the year	26
Number of casualties purely accidental during the entire year	19
Number resulting from lack of caution, carelessness, or misconduct	9
Number of persons killed or injured while intoxicated	1
Number of trespassers on track killed or injured	1
Number of tramps or others stealing rides killed or injured	4
Suicides in Iowa	1
Train wrecking	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President and Corporation Counsel—Judge J. Tracy, Burlington, Iowa.
Secretary—S. S. Dorwart, Cedar Rapids, Iowa.
Treasurer—H. H. Hollister, New York.
Assistant Treasurer—C. Stickney, Cedar Rapids, Iowa.
General Superintendent—C. J. Ives, Cedar Rapids.
Division Superintendents—R. Williams, Cedar Rapids. John C. Fox, Cedar Rapids.
Chief Engineer—H. F. White, Cedar Rapids.
Superintendent of Telegraph—L. A. Bein, Cedar Rapids.
Auditor—J. C. Broeksmit, Cedar Rapids.
General Passenger and Ticket Agent—B. F. Mills, Cedar Rapids.
General Freight Agent—A. L. Mohler, Cedar Rapids.
General Solicitor—S. K. Tracy, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Judge J. Tracy, Burlington, Iowa.
Charles Bard, Norwich, Connecticut.
C. D. Close, Iowa City, Iowa.
J. W. Blythe, Burlington, Iowa.
J. C. Peasley, Chicago, Illinois.
C. Lynde, Rock Island, Illinois.
J. N. Dewey, Des Moines, Iowa.
John I. Blair, Blairstown, New Jersey.
E. S. Bailey, Clinton, Iowa.
C. P. Squires, Burlington, Iowa.
Lyman Cook, Burlington, Iowa.
T. H. Griggs, Davenport, Iowa.
J. Carscadden, Muscatine, Iowa.

Date of annual meeting of stockholders, last Tuesday in February of each year.
Fiscal year of company ends December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)
C. J. IVES,
General Superintendent.

[R. R. SEAL.]

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.
JOHN C. BROEKSMIT,
Notary Public.

[L. S.]

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.
E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & KANSAS CITY

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$	8,000,000.00
Amount issued, number of shares		None.
Total amount paid in as per books of the company	$	8,000,000.00

DEBT.

Funded debt as follows:		
First mortgage bonds due September 1, 1921; rate of interest, four per cent	$	4,300,000.00
Interest paid on same during the year		
Total amount of funded debt	$	4,300,000.00
Total amount of floating debt		293,305.77
Total amount of debt liabilities	$	4,593,305.77

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

No record.
Average cost of construction per mile of road (181 miles.) No record.
Proportion of cost of construction for Iowa. No record.

COST OF EQUIPMENT.

No record.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

No record.
Total expenditures charged to property accounts. No record.
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same). None.

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase	None.
Net addition to property account for the year	None.

GENERAL EXHIBIT.

Total earnings	$	248,136.10
Total expenses, including taxes		265,994.98
Net earnings		None.
Rentals, specifying amount paid to each company:		
Wabash, St. Louis & Pacific	$12,000.00	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers. No record.		
From through passengers. No record.		
From all passengers	$	61,142.19
From express and baggage		6,523.24
From mails		8,833.65
Total earnings, passenger department	$	76,499.08
Earnings per train mile run, ... miles. No record.		
Earnings, freight:		
Total earnings, freight department		171,148.79
Earnings per train mile run, ... miles. No record.		
Total transportation earnings	$	247,647.87
Earnings per mile of road operated, 181 miles	$	1,368.22
Proportion of earnings for Iowa		160,081.74
Car mileage (credit balances)		
Income from all other sources, telegraph earnings		488.13
Total income from all sources	$	248,136.10
Proportion of income for Iowa	$160,397.36	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	96,228.73
Renewal of rails, No. tons laid, steel, 4,901.	Cost included in above.	
Renewal of ties, No. laid, 48,000.	Cost included in above.	
Repairs of bridges, including culverts and cattle-guards		29,305.29
Repairs of fences, road-crossings, and signs		5,573.98
Repairs of buildings, stations, and water-tanks		6,207.59
Total	$	137,310.59

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	12,471.59
Repairs of passenger and freight cars		11,823.81
Total	$	24,295.40

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service)		
Water supply	$	4,037.90
Oil and waste (included in locomotive and train service)		
Locomotive service		34,499.25
Passenger train service and supplies:		15,591.99
Freight train service... Included in passenger train service.		
Freight train supplies..		
Mileage of passenger and freight cars (debit balance)		6,005.78
Telegraph expenses (maintenance and operating)		1,490.02
Damage and loss of freight and baggage		1,037.29
Damages to property and cattle		7,187.91
Personal injuries		184.70
Agents and station service and station supplies		14,256.45
Total	$	84,291.29

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	14,372.64
Legal expenses		471.37
Insurance		162.94
Stationery and printing (distributed to the different accounts)		
Contingencies		23.00
Taxes in Iowa	$3,733.69	
Taxes in other States	1,334.06	
Total taxes		5,067.75
Total	$	20,097.70

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	137,310.59
Maintenance of motive power and cars		24,295.40
Conducting transportation		84,291.29
General expenses, including taxes		20,097.70
Total operating expenses and taxes		265,994.98

Operating expenses and taxes per mile of road	$1,469.58	
Operating expenses and taxes per train mile run, for trains earning revenue, ... miles. No record.		
Proportion of operating expenses and taxes for Iowa		171,941.46
Expenses of running and management of passenger trains. No record.		
Expenses of running and management of passenger trains, per train mile. No record.		
Expenses of running and management of freight trains. No record.		
Expenses of running and management of freight trains, per train mile. No record.		
Expenses of running and management of all trains earning revenue. No record.		
Percentage of expenses to income		107.197

GENERAL RECAPITULATION.

Total income	$	248,136.10
Total operating expenses and taxes		265,994.98
Net income above operating expenses and taxes		None.
Are charges for transportation of company's supplies included in the earnings as reported for your road?		
No company's material carried free.		

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$	4,513,960.52
Material		16,000.87
Due from agents and connecting lines		40,778.52
Accounts and bills receivable		2,232.19
Taxes		3,737.59
Insurance		162.94
Operating expenses		112,738.57
Cash		20,125.18
	$	4,709,736.38

CREDIT.

Bonded debt, first mortgage bonds	$	4,300,000.00
Due agents and connecting lines		202,237.77
Unpaid accounts and approved vouchers		91,068.90
Earnings		116,430.61
	$	4,709,736.38

DESCRIPTION OF ROAD.

Length main line of road from Burlington, Iowa, to Laclede, Missouri, miles	181
Length main line of road in Iowa, miles	117
Length main line of road in Missouri, miles	64
Total length of road belonging to this company, miles	14
Aggregate length of sidings and other tracks not above enumerated, miles	7.68
Same in Iowa	3.7
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	16
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	
Weights per yard, steel, 56 pounds.	
Weights per yard, iron, 50 and 52 pounds.	
Gauge of track	4 feet 8½ in.

ROADS AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Chicago, Burlington & Quincy, between Burlington and Viele, length, miles	25
Wabash, St. Louis & Pacific Railway, between Bloomfield and Moulton, length, miles	14
Total length of above roads, miles	39
Total length of above roads in Iowa	39

Total length of above roads in other States (specifying each)..	None.
Total miles of road operated by this company, length, miles..	181
Total miles of road operated by this company in Iowa, length, miles	117

STATIONS.

Number of stations on all roads owned by this company	30
Same in Iowa	18
Number of stations on all roads operated by this company	*34
Same in Iowa	*22
Number of telegraph offices in stations in Iowa	14

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	350
Amount paid employes, including officials, on all roads operated by this company	$ 139,286.39

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	8	1,636
Wooden truss bridges under 100 feet in length	1	75
Wooden trestle and pile	137	12,216

BOX CULVERTS IN IOWA.

Timber	62
Stone	5

CATTLE-GUARDS.

Number in Iowa	288

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	125,000
Amount of trestle work replaced with earth during the year (lineal feet)	57

ROAD-BED AND TRACK.

Number of track sections in Iowa	17
Average length of sections, miles	4 12/17
Average number of men in each section gang	3
Number of new ties laid in track during the year in Iowa	48,000
Average number of new ties per mile of road	336
New rails laid in track during the year in Iowa—steel [1,401 tons]—miles	15
Total track laid with new rails during the year in Iowa, miles	15
What is the average number of years that iron rails last in your track on main line in Iowa?	11
What is the average number of years that ties last in your track in Iowa?	9

* Of these, three stations are on the Chicago, Burlington & Quincy between Viele and Burlington, and one station on the Wabash, St. Louis & Pacific Railway between Moulton and Bloomfield.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality? St. Louis, Keokuk & Northwestern Railroad at Donnellson, Iowa. Chicago, Rock Island & Pacific Railroad at Farmington, Iowa. Wabash, St. Louis & Pacific Railroad at Sedan, Iowa.	
Number of highway crossings at grade	70
Number of highway crossings over railroad	None.
Number of highway crossings under railroad	2

FENCING IN IOWA.

How many miles of fencing have you on your road	22
What is the average cost per rod, cents	90
What is the total cost of same	$ 6,000.00
How many miles of new fencing have you built during the year	10
Give the number of miles needed on both sides of your track in each county in Iowa	No record.

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL
Number of locomotives		9	9
Number of passenger cars		3	3
Number of baggage, mail, and express cars		3	3
Number of box freight cars		41	41
Number of stock cars		9	9
Number of platform cars		18	18
Number of coal cars	50	38	88
Number of other cars		4	4
Total			166

Maximum weight of locomotives and tenders, 60 tons.
Average weight of locomotives and tenders, 45 tons.
Number of locomotives equipped with train brake. One.
Kind of brake, Westinghouse air brake.
Maximum weight of passenger cars, 16 tons.
Average weight of passenger cars, 13 tons.
Number of cars equipped with train-brake. All.
Kind of brake, Westinghouse plain air brake.
Number of passenger cars equipped with Miller platform and buffer. All.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. No record.

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	20
Rate of speed of freight trains, including stops, miles per hour	10

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. One and one-half first-class rates for freight, and half fare for messenger. Take freight at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $8,888.71 per annum. Daily, except Sunday.

TELEGRAPH.

How many miles of telegraph are owned by your company? 53 miles.
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company. 105 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
KILLED.			
1881.			
October 26	George Hopkins, brakeman	Castrel, Iowa	Falling between cars.
November 3	John Hosel, citizen	Cascade, Iowa	Standing or walking on track; struck by train; company not responsible.
INJURED.			
1881.			
December 19	—— Crowley, brakeman	Exline, Iowa	Foot hurt; draw-head breaking off dropped on his foot, while making coupling.
December 21	—— Wilson, brakeman	Bloomfield, Iowa	Two fingers mashed; caught between two coal oil barrels while unloading freight.
1882.			
April 29	James Kinney, brakeman	Caldwell, Iowa	Head and hip bruised; not serious; fell from train while in motion.
May 11	Michael Starr, brakeman	Pulaski	Arm cut off; head injured; will recover. Fell from freight train while in the line of duty.
May 21	Jim Blair, trackman	Willetts	Finger mashed; 2d finger caught between iron rails while loading.
May 25	Frank Taylor, citizen	Steuben	Head hurt; will recover. Was struck by passing train while lying on track.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.		INJURED.	
	Employes.	Others.	Employes.	Others.
Coupling cars	.....	.....	1	.....
Falling from train	1	.....	2	.....
Miscellaneous	.....	.....	2	.....
Trespassers on track	.....	1	.....	1
Total	1	1	5	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	6
Number of casualties purely accidental during the entire year	6
Number resulting from lack of caution, carelessness, or misconduct	2
Number of persons killed or injured while intoxicated. Cannot say.	
Number of tresspassers on track killed or injured	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. T. Remey, Burlington, Iowa.
Secretary and Treasurer—T. S. Howland, Burlington, Iowa.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—Jno. W. Smith, Keokuk, Iowa.
Chief Engineer—H. A. Sumner, Keokuk, Iowa.
Superintendent of Telegraph—H. H. Libbe, Keokuk, Iowa.
Auditor—Jno. L. Lathrop, Chicago, Illinois.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS.

J. T. Remey, Burlington, Iowa.
T. S. Howland, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.
H. B. Ransom, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after fourth Monday in April.
Fiscal year of company ends, December 31st.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF LEE, } ss.

John W. Smith, General Superintendent of the Chicago, Burlington & Kansas City Railway Company, being duly sworn deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) JNO. W. SMITH,
General Superintendent.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

PHIL. MEYLING,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CENTRAL IOWA RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 7,000,000.00
Amount authorized by vote of the company, with power to increase		19,000,000.00
Amount issued, number of shares, 58,200; amount paid in		5,820,000.00
Amount paid in on shares not issued, number of shares full.		
Amount of common stock issued		3,750,000.00
Amount of preferred stock issued, and conditions of preferment		2,070,000.00
Total amount paid in as per books of the company		$ 5,820,000.00
Amount of stock per mile of road	$ 20,236.44	
Amount of stock representing the road in Iowa	5,820,000.00	
Amount of stock held in Iowa	235,900.00	
Total number of stockholders	1,376	
Number of stockholders in Iowa	7	

DEBT.

Funded debt as follows:

Bonds due 1899, rate of interest seven per cent		$ 3,700,000.00
Interest paid on same during the year	$ 259,000	
1,200 bonds due 1912, rate of interest six per cent		1,200,000.00
Interest paid on same during the year		
Bonds due at pleasure		629,000.00
Interest paid on same during the year		
Car trust certificates		210,000.00
Total amount of funded debt		5,739,000.00

COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment	$ 11,539,568.77
Average cost of road and equipment per mile	$ 40,122.98
Proportion of cost of road and equipment for Iowa, all.	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$ 20,566.15
Bridging and masonry	80.24
Superstructure, including rails	50,014.60
Land, land damages, and fences	15,457.12
Passenger and freight stations, coal sheds, and water stations	41,243.59
Engine house, car sheds, and turntables	3,837.66
Machine shops, including machinery and tools	2,236.50
Purchase of other roads (specifying same) and all particulars. Information not in Marshalltown office.	
Total for construction	$ 133,435.86

EQUIPMENT.

Freight and other cars	$ 2,969.01
Total for equipment	$ 2,969.01
Total expenditures charged to property accounts	$ 136,404.87
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):	
Placed in trust	$ 97,006.27
Net addition to property account for the year	$ 39,398.60

GENERAL EXHIBIT.

Total earnings	$ 1,170,880.69
Total expenses, including taxes	738,120.69
Net earnings	$ 432,760.00
Rentals, specifying amount paid to each company:	
C., R. I. & P. R'y, $6,000, included in above expenses.	
G. & M. R'y, to December 31, 1881	$ 4,093.20
Interest accruing during the year:	
Interest paid during the year	259,000.00
Interest on car trust certificates	21,870.00
Balance for the year	$ 147,796.80
Balance at commencement of the year	218,478.36
Balance at the close of the year, June 30, 1882	$ 366,275.16
Income from other sources than earnings	$ 1,776.70
Total income from all sources for the year	1,172,657.39

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 185,829.59	
From through passengers	58,474.66	
From all passengers		$ 244,304.25
From express and baggage		10,537.95
From mails		15,962.45
From other sources, passenger department		1,524.80
Total earnings, passenger department		$ 272,329.45
Earnings per train mile run (216,949 miles)	$ 1.25.6.1	
Earnings, freight:		
From local	$ 530,390.92	
From through	319,640.13	
Total earnings, freight department		850,031.05
Earnings per train mile run (512,240 miles)	$ 1.66	
Total transportation earnings		$ 1,122,360.50
Earnings per train mile run, from all trains earning revenue (728,989 miles)	$ 153.9.1	
Earnings per mile of road operated (292,665 miles)	3,834.97	
Proportion of earnings for Iowa, all.		
Rents received for use of road		13,647.11
Rents received for use of stations, etc		5,354.57
Car mileage (credit balances)		19,783.75
Income from all other sources		9,734.76
Total income from all sources		$ 1,170,880.69
Proportion of income for Iowa, all.		

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 77,927.27
Ballast	13,332.58
Renewal of rails, deducting old iron sold	35,494.41
Renewal of frogs, splices, spikes, and bolts	16,529.98
No. tons laid, steel, 2,620 tons.	
Freshet and cyclone repairs	27,270.53
Renewal of ties	27,578.05
No. laid, 83,101, including repairs.	
Repairs of bridges, including culverts and cattle-guards	25,213.73
Renewal of bridges	6,092.68
Repairs of fences, road-crossings, and signs	4,797.02
Repairs of tools and machinery	17,442.13
Repairs of buildings, stations, and water-tanks	11,149.00
Total	$ 261,927.28

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 40,290.71
Repairs of passenger cars	10,595.97
Repairs of freight cars, and renewals	54,573.11
Total	$ 105,459.79

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 65,745.91
Water supply	2,648.68
Oil and waste	9,824.30
Locomotive service	63,553.09
Passenger train service	11,612.82
Passenger train supplies	1,068.08
Mileage of passenger cars (debit balance), sleeping car	81.04
Freight train service	41,190.87
Freight train supplies	1,602.12
Mileage freight cars, debit balance	
Telegraph expenses (maintenance and operating) and rebuilding	12,914.96
Damage and loss of freight and baggage	1,997.72
Damage to property and cattle	2,865.57
Personal injuries	6,652.72
Agents and station service	31,593.49
Station supplies, and shop and boarding house supplies	8,010.50
Total	$ 261,362.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$ 27,127.39
Legal expenses	8,618.32
Insurance	2,413.16
Stationery and printing	8,646.29
Outside agencies and advertising	4,900.12
Contingencies and rental paid to Chicago, Rock Island & Pacific Railway Company $ 6,000	36,127.83
Taxes in Iowa	$ 21,538.46
Total taxes	21,538.46
Total	$ 109,371.57

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 261,927.28
Maintenance of motive power and cars	105,459.79
Conducting transportation	261,362.05
General expenses, including taxes	109,371.57
Total operating expenses and taxes	$ 738,120.69
Operating expenses and taxes per mile of road	$ 2,522.07
Operating expenses and taxes per train mile run, for trains earning revenue (728,989 miles)	$1.01.2
Proportion of operating expenses and taxes for Iowa, all.	
Percentage of expenses to income, per cent	.63

GENERAL RECAPITULATION.

Total income	$ 1,170,880.69
Total operating expenses and taxes	738,120.69
Net income above operating expenses and taxes	$ 432,760.00
Net income above operating expenses, taxes, interest, and rental	147,796.80

Gross income per train mile run (728,989 miles)	$1.60.6
Net income per train mile run (728,989 miles)	59.3
Percentage of net income to stock and debts	3.8

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No, only a small proportion being on through billing from Chicago or St. Louis.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of all construction, equipment, and franchises		$ 11,349,000.00
Charges to construction and equipment		190,568.77
Paid on old indebtedness (old company)		102,310.74
Leased rolling stock		222,491.31
Miscellaneous book accounts	$ 57,671.70	
Due from agents and railroads	20,421.26	
Material on hand	89,883.38	
Old iron and scraps on hand	22,914.57	
Bills receivable	14,102.65	
Cash	46,835.28	
		251,828.84
Total		$ 12,116,199.66

CREDIT.

Capital stock	5,820,000.00
Funded debt	5,529,000.00
Car trust certificates	210,000.00
Vouchers and accounts	190,924.50
Profit and loss, balance	366,275.16
Total	$ 12,116,199.66

DESCRIPTION OF ROAD.

Length main line of road from Albia to Northwood		189.14
Length main line of road in Iowa, same.		
Branches owned by this company:		
Muchakinock Branch	1.50	
Belmond Branch	22.203	
Story City Branch	34.51	
State Center Branch	26.64	
Montezuma Branch	13,612	
Total length of branches owned by this company		98.465
Total length of road belonging to this company		287.605
Aggregate length of sidings and other tracks not above enumerated		36.082
Aggregate length of track, computed as single track, exclusive of sidings		287.605
Total length of steel rails in tracks in Iowa, exclusive of sidings		106.000
Total length of iron rails in tracks in Iowa, exclusive of sidings		181.605

Weights per yard, steel 52 to 56.
Weights per yard, iron 52 to 56.
Gauge of track 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Eddyville Transfer to Ottumwa—miles	16.70
Total length of all roads	304.305
Less distance, Manly Junction to Northwood, leased to B., C. R. & N. R'y Co., August 1, 1881	11.64
If any part of the road was first opened for operation during the past year, state the date—Story City and Belmond Branches, November and December, 1881.	
Total miles of road operated by this company	292.665
Total miles road operated by this company in Iowa—same.	

STATIONS.

Number of stations on all roads owned by this company	50
Number of stations on all roads operated by this company	48
Number of telegraph offices in stations in Iowa to June 30, '82	40

EMPLOYES.

Number of persons regularly employed on all roads operated by this company—average	1,000
Amount paid employes, including officials, on all roads operated by this company—year	$ 474,886.02

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	7	1,790
Combination bridges over 100 feet in length	3	388½
Combination bridges under 100 feet in length	4	384½
Wooden trestle and pile (excluding Manly Junction north)	276	28,205

BOX CULVERTS IN IOWA.

Timber—being replaced with pile culverts		
Stone	2	225

CATTLE-GUARDS.

Number in Iowa	444

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	1,447.09

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

One wood truss, rebuilt at Union.

Give the average number of years the trestle and pile bridges last on your road	10
Give the average number of years that wooden truss bridges last on your road in Iowa	9

ROAD-BED AND TRACK.

Number of track sections in Iowa	42
Average length of sections—miles	6.6
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	83,101
Average number of new ties per mile of road	435
New rails laid in track during the year in Iowa—(steel 2,620 tons)	31.19
What is the average number of years that iron rails last in your track on main line in Iowa	10
What is the average number of years that steel rails last in your track on main line in Iowa	Steel, new.
What is the average number of years that ties last in your track in Iowa—oak, 7 to 8 years; cedar, 6 years.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

C., M. & St. P. R'y, Austin Branch, at Mason City.
C., M. & St. P. R'y, Delmar Branch, at Mason City.
Ill. Cent. R'y, at Ackley.
B., C. R. & N. R'y, Pacific Branch, at Abbott.
C. & N. W. R'y, T. & N. W. Branch, at Gifford.
C. & N. W. R'y, at Marshalltown.
C., R. I. & P. R'y, at Grinnell.
C., R. I. & P. R'y, K. & D. M. Branch, at Givin.
C., B. & Q. R'y, at Albia.

What railroads cross your road, either over or under, and at what locality?

C., M. & St. P. R'y, Council Bluffs Division, at two miles south of Dillon.
C., R. I. & P. R'y, Washington Division, at Oskaloosa.

Number of highway crossings at grade	248
Number of highway crossings at which there are flagmen	2
Number of highway crossings over railroad	1
Number of highway crossings under railroad	3
Number of highway bridges 18 feet above track	1
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road? (300 single)	150
What is the average cost per rod	
What is the total cost of same	
How many miles of new fencing have you built during the year? Being built, not measured.	
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Worth county	1.8
In Cerro Gordo county	25
In Branches	90
Total miles	116.8

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives	12	25	37
Number of passenger cars	4	10	14
Number of baggage, mail, and express cars		8	8
Number of box freight cars	250	362	612
Number of stock cars		40	40
Number of platform and coal cars	200	286	486
Number of other cars		20	20
Total			1,180
Maximum weight of locomotives and tenders, tons			58
Average weight of locomotives and tenders, tons			50
Number of locomotives equipped with train brake			8
Kind of brake, Westinghouse.			
Maximum weight of passenger cars, tons			19
Average weight of passenger cars, tons			18
Number of cars equipped with train-brake			22
Kind of brake, Westinghouse			
Number of passenger cars equipped with Miller platform and buffer			22
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 50 tons; 315 tons.			

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	216,740
Miles run by freight trains during the year	512,240
Miles run by other trains during the year, work	73,732
Total train mileage	802,721

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3½
Average weight of passenger trains, exclusive of passengers, (cars only) tons	63
Average number cars in freight trains, main line and branches	17⅝
Average weight of freight trains, exclusive of freight, (cars only) tons	152

PASSENGER TRAFFIC.

Number of through passengers carried	21,437
Number of local passengers carried	250,893
Total number of passengers carried	272,330
Total passenger mileage, or passengers carried one mile	7,594,158
Average distance traveled by each passenger, miles	28
Average amount received from each passenger, cents	90
Average rate of fare per mile for all passengers, cents	3.21

FREIGHT TRAFFIC.

Number of tons of through freight carried	155,169
Number of tons of local freight carried	427,345
Total tons of freight carried	582,514
Total mileage through freight (tons carried one mile)	8,067,378
Total mileage of local freight (tons carried one mile)	42,012,154
Total freight mileage, or tons carried one mile	50,079,532
Average rate per ton per mile received for through freight, cents	3.9
Average rate per ton per mile received for local freight, cents	1.26
Average rate per ton per mile received for all freight, cents	1.69
Average rate per ton per mile received from freight to and from other roads. Answered in third above.	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	1,130,049
Number of miles run by loaded freight cars west and north	3,738,961
Number of miles run by empty freight cars east and south	3,091,230
Number of miles run by empty freight cars west and north	536,617
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	65.6
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	20.2

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22
Rate of speed of freight trains, including stops, miles per hour	12 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	94,716	16.5
Flour	3,084	.5
Animals	20,570	3.5
Lumber and forest products	45,668	8.0
Coal	327,888	56.5
Plaster, lime, and cement	8,008	1.5
Salt	1,100	.2
Petroleum and oil	1,500	.2
Iron, steel, and castings	420	.1
Stone and brick. Included in eighth above.		
Merchandise, and other articles not enumerated above	79,560	13.0
Total tons carried	582,514	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company. For 41,600 pounds or less, $600 per month; in excess of 41,600 pounds, one and one-half first-class freight tariff. Freight taken and delivered at depot.

TRANSPORTATION COMPANIES.

Rolling stock leased by this company secures certificates issued to the Eastern Car Trust Co., of New York; payment on certificates applies as payment on the rolling stock.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Part of year. C., M. & St. P. R'y sleepers, two cents per mile; C., M. & St. P. Co., receives the extra charge to passengers.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? $81.04 to C., M. & St. P. R'y Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Between Albia and Mason City, six days in week, $14,215.84 per annum; Montezuma and State Centre Branches, $452.08 per quarter.

What amount have you paid for receiving and delivering mail to and from stations on your road? $600.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
August 5	Pearl Arnold; child; 2 years old	Lisconb	Playing on track; not seen by engineer; right arm broken and hand cut off; died from wounds.
November 28	Unknown man	Searsboro	Accidentally falling under cars; inquest, and verdict exonerating company.
October 30	Geo. Hamilton, not an employes	Grinnell	Trying to board a train in motion; inquest, and verdict exonerating company.
1882.			
January 7	Daniel Keefe, brakeman	Sheffield	Fell from car while switching; inquest, and verdict exonerating company.
January 19	Benj. Cross, not an employe	Belmond	Fired; caught on frog; inquest, and verdict exonerating company.
June 29	Philip Lausch, tramp	Searboro	Lying on track; inquest, and verdict exonerating company.
November 8	O. Holmes, passenger	Marshall own	Jumped from train while in motion.

INJURED.

1881.			
July 27	J. F. Williams, not an employe	Gilman	Finger taken off; two fingers broken; carelessness; volunteered to make coupling.
October 2	Wm. Boyce, engineer	Eddyville	Head cut; left arm broken and amputated; train ditched by striking horses on track.
December 16	Walter Buckley	Grinnell	Carelessness in coupling; leg crushed.
December 29	Mrs. A. McCracken, J. and Mrs. Frazier	Searsboro	Slight scalp wounds and bruises; slight collision of trains.
1882.			
January 2	Robert Calder, section man	Marshalltown	Leg crushed; carelessness in crossing track ahead of moving train.
May 13	Robert Hoil, engineer	Givin	Track spread; engineer jumped from engine, and was caught by a car that ran off the track; both legs broken.

TABULAR STATEMENT OF ACCIDENTS

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	...	...	...	3	2	...
Collisions	...	...	1	...	...	...
Caught in frogs	...	...	...	...	1	1
Coupling cars	...	...	...	...	...	...
Getting on and off trains	1	1	...	...	...	...
Highway crossings	1	...	...	...	...	...
Miscellaneous	...	...	...	...	1	...
Stealing rides	...	...	1	...	...	...
Trespassers on track	...	...	2	...	...	...
Total	2	1	4	3	4	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	7
Number of persons injured during the year	8
Number of casualties purely accidental during the entire year	4
Number resulting from lack of caution, carelessness, or misconduct	6
Number of persons killed or injured while intoxicated	2
Number of tresspassers on track killed or injured	2
Number of tramps or others stealing rides killed or injured	1
Suicides in Iowa	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Isaac M. Cate, Baltimore, Maryland.
Vice-President—Russell Sage, New York.
Secretary—Charles Alexander, Marshalltown, Iowa.
Treasurer—D. N. Pickering, Marshalltown, Iowa.
Superintendent—D. N. Pickering, Marshalltown, Iowa.
Assistant Superintendent—J. G. Johnston, Marshalltown, Iowa.
Auditor—M. C. Healion, Marshalltown, Iowa.
General Passenger and Freight Agent—Charles A. Jewett, Marshalltown, Iowa.
Attorney—H. E. J. Boardman, Marshalltown, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Isaac M. Cate, Baltimore, Maryland.
Russell Sage, New York.
Thomas T. Eckert, New York.
George T. M. Davis, New York.
Edwin Parsons, New York.
G. E. Taintor, New York.
Jno. H. B. Latrobe, Baltimore, Maryland.
H. J. Boardman, Boston.
P. V. Rogers, Utica, New York.
R. L. Ashhurst, Philadelphia.
Charles Alexander, Marshalltown, Iowa.

Date of annual meeting of stockholders, Wednesday next preceding first Wednesday in June.
Fiscal year of company ends, December 31.
General offices of the company are located at Marshalltown, Iowa.

STATE OF IOWA, }
COUNTY OF MARSHALL. } ss.

I, D. N. Pickering, Superintendent and Treasurer of the Central Iowa Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of my knowledge and belief.

(Signed) D. N. PICKERING,
Superintendent and Treasurer.

Subscribed and sworn to before me, this 11th day of September, A. D. 1882.

[L. S.] M. C. HEALION,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 13th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & QUINCY RAILROAD CO.,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association—amount found necessary for purposes of the road.		
Amount authorized by vote of the company	$	63,256,096.51
Amount issued, number of shares, 632,560; amount paid in		63,256,096.51
Amount of common stock issued		63,256,096.51
Total amount paid in as per books of the company		63,256,096.51
Amount of stock per mile of road	$ 17,956.00	
Amount of stock representing the road in Iowa. No division yet made.		
Amount of stock held in Iowa. No record.		
Total number of stockholders, about	5,500	
Number of stockholders in Iowa. No record.		

NOTE.—By sale and consolidation, the Burlington & Missouri River Railroad Company's road, property, and franchises have been merged with that of the Chicago, Burlington & Quincy, the managers of which have not the information necessary for answering many of the questions asked in this book. Most of the accounts of the B. & M. R. R. Co. were destroyed by fire in 1872.

FUNDED DEBT.

FUNDED DEBT IN DETAIL.

NAME OF BONDS.	When issued.	When due.	INTEREST. Rate per cent.	INTEREST. When payable.	Amount of bonds.
C., B. & Q., first mortgage, inconvertible.	Jan. 1, 1858	Jan. 1, 1883	8	Jan. and July 1	$ 2,254,000.00
C., B. & Q., first mortgage, convertible.	Jan. 1, 1858	Jan. 1, 1883	8	Jan. and July 1	150,000.00
C., B. & Q., second mortgage, inconvertible	July 1, 1860	July 1, 1890	4	Jan. and July 1	616,000.00
C., B. & Q., trust, 7s	Oct. 1, 1864	Oct. 1, 1890	7	April and Oct. 1	653,000.00
C., B. & Q., plain, 7s	Jan. 1, 1872	Jan. 1, 1896	7	Jan. and July 1	547,500.00
C., B. & Q., consolidated mortgage	July 1, 1873	July 1, 1903	7	Jan. and July 1	13,986,000.00
C., B. & Q., of 1901	Oct. 1, 1876	Oct. 1, 1901	5	April and Oct. 1	2,325,000.00
C., B. & Q., of 1895	June 1, 1875	June 1, 1895	5	June and Dec. 1	200,000.00
C., B. & Q., Iowa mortgage, 5s	Oct. 1, 1879	Oct. 1, 1919	5	April and Oct. 1	2,922,000.00
C., B. & Q., Iowa mortgage, 4s	Oct. 1, 1879	Oct. 1, 1919	4	April and Oct. 1	8,788,000.00
C., B. & Q., Denver extension, 4s	Feb. 1, 1882	Feb. 1, 1922	4	Feb. and Aug. 1	7,968,000.00
B. & M. (Iowa) land grants	Oct. 1, 1863	Oct. 1, 1893	7	April and Oct. 1	4,182,000.00
B. & M. (Iowa) convertible, of 1889	July 1, 1870	July 1, 1889	8	Jan. and July 1	159,500 00
B. & M. (Iowa) convertible, of 1894	July 1, 1869	July 1, 1894	8	Jan. and July 1	76,000.00
B. & M. (Neb.) land grants	July 1, 1878	July 1, 1918	6	Jan. and July 1	11,470,200 00
B. & M. (Neb.) of 1910	Jan. 1, 1880	Jan. 1, 1910	4	Jan. and July 1	3,347,000 00
B. & M. (Neb.) convertible, of 1883	Jan. 1, 1873	Jan. 1, 1883	8	Jan. and July 1	23,500.00
Total					$ 59,860,750.00

Total amount of funded debt	$ 59,860,750.00
Total amount of debt liabilities	59,860,750.00

Amount of debt per mile of road	$ 16,990.00
Total amount of stock and debt	123,116,486.51
Amount of stock and debt per mile of road	34,946.00

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

No separate details.	
Total expended for construction	$ 71,464,631.10

Average cost of construction per mile of road (3522.7 miles)	$	20,289.00
Proportion of cost of construction for Iowa (estimated)		16,234,101.33
Purchase of other roads (specifying same) and all particulars		None.

COST OF EQUIPMENT.

Total for equipment	$	15,844,460.64
Average cost of equipment per mile of road operated by company		4,496.00
Total cost of road and equipment		87,309,091.74

Average cost of road and equipment per mile (3522.7 miles)	$	24,785.00
Proportion of cost of road and equipment for Iowa (estimated)		19,831,544.25
Average cost of road and equipment per mile in Iowa		No record.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR IN IOWA.

Grading and superstructure	$	637,711.93
Bridging and masonry		24,103.21
Land, land damages, and fences		181,931.98
Passenger and freight stations, coal sheds, and water stations,		78,969.84
Engine houses, car sheds, and turntables		394,581.80
Machine shops, including machinery and tools		28,457.81
Engineering, agencies, salaries, and other expenses during construction		4,301.45
Telegraph lines		12,032.39
New elevator		22,676.21
Double track extension		141,321.38
Total for construction	$	1,526,088.00

EQUIPMENT.

Locomotives (the equipment charge is for all States, and includes rolling stock partly finished at end of year), 34	$	253,714.83
Passenger, mail, baggage, and express cars, 31		87,574.65
Freight and other cars		938,354.84
Total for equipment	$	1,279,644.32
Any other expenditures charged to property account		
Total expenditures charged to property account	$	2,805,732.32

CREDITS IN IOWA.

Sale of lot in Frederic	$	65.00
Sale of houses in Burlington		150.00
Sale of land at Lefflers		550.00
Miscellaneous (Iowa)		4,736.32
Total credits	$	5,501.32
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other interest		
Net addition to property account for the year	$	2,800,231.00

GENERAL EXHIBIT.

ALL STATES.

Total earnings	$	21,384,938.25
Total expenses, including taxes		11,503,034.44
Net earnings		9,881,903.81
Rentals, specifying amount paid to each company		335,670.49
Interest accruing during the year		3,641,676.79
Interest paid during the year		3,641,676.79
Interest on funded debt		3,641,676.79
Interest paid on funded debt		3,641,676.79
Dividends declared (2 per cent) quarterly		4,556,854.74
Balance for the year		1,347,701.79
Balance at commencement of the year—debit		173,932.38
Balance at the close of the year, June 30, 1882		1,173,769.41
Income from other sources than earnings		
Total income from all sources for the year	$	21,384,938.25

ANALYSIS OF EARNINGS.

FOR IOWA ONLY.

Earnings, passenger:		
From all passengers		$ 1,340,932.93
From express		67,250.45
From mails		106,911.69
Total earnings, passenger department		$ 1,515,095.07
Earnings per train mile run (1,017,994 miles)		
Earnings, freight:		
Total earnings, freight department		4,653,471.45
Earnings per train mile run (3,171,512 miles)		
Total transportation earnings		$ 6,168,566.52
Earnings per train mile run, from all trains earning revenue (4,189,506 miles)	$ 1.48	
Earnings per mile of road operated (800.143 miles)	7,721.82	
Proportion of earnings for Iowa	All in Iowa.	
Rents received for use of road, and miscellaneous		57,995.66
Car mileage (credit balances)		
Income from all other sources		
Total income from all sources		$ 6,226,562.18
Proportion of income for Iowa. All in Iowa.		

OPERATING EXPENSES FOR THE YEAR ENDING JUNE 30, 1882.

	Whole line.	Iowa.
Train service	$ 910,343.63	$ 366,035.09
Engine service	1,535,574.59	613,025.02
Station service	1,097,386.67	279,476.60
Water service	105,975.17	46,086.97
Repairs—Track	1,864,735.77	823,862.17
Bridges	282,435.01	115,026.04
Fences	90,258.54	34,333.06
Buildings	182,179.23	73,668.48
Docks and levees	6,470.23	
Engines	877,545.17	346,100.15
Cars	1,254,822.60	464,180.72
Lost and damaged freight	43,544.25	15,294.83
Miscellaneous loss and damage	140,803.95	85,511.67
Telegraphing	208,029.38	100,256.39
Printing, advertising, and subscriptions	75,326.64	31,357.58
General expenses	607,877.97	219,662.06
Legal expenses	67,061.74	24,405.15
Miscellaneous expenses	6,996.63	2,562.25
Foreign agencies	144,265.03	60,202.08
Insurance	8,102.05	3,369.99
Rent of cars (credit)	34,264.69	13,259.91
Taxes	402,518.00	126,378.50
Interest	3,641,676.79	320,377.67
Rental	103,670.49	24,343.28
Total	$ 13,683,334.84	$ 4,162,255.84

RECAPITULATION OF EXPENSES—IOWA LINES ONLY.

Maintenance of way and buildings	$ 1,046,889.75
Maintenance of motive power and cars	810,280.87
Conducting transportation	1,523,784.24
General expenses, including taxes	781,300.98
Total operating expenses and taxes	$ 4,162,255.84
Operating expenses and taxes per mile of road	$ 5,201.89
Operating expenses and taxes per train mile run, for trains earning revenue (4,189,506 miles)	.99
Proportion of operating expenses and taxes for Iowa. All in Iowa.	
Expenses of running and management of passenger trains	No separate report.
Expenses of running and management of passenger trains per train mile	
Expenses of running and management of freight trains	
Expenses of running and management of freight trains per train mile	
Expenses of running and management of all trains earning revenue	
Percentage of expenses to income	66.8

GENERAL RECAPITULATION—IOWA.

Total income	$ 6,226,562.18
Total operating expenses and taxes	4,162,255.84
Net income above operating expenses and taxes	$ 2,064,306.34
Net income above operating expenses, taxes, interest, and rental	$ 2,064,306.34
Gross income per train mile run (4,189,506 miles),	$ 1.49
Net income per train mile run (4,189,506 miles)	.50
Percentage of net income to stock and debt	No record.

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No charge for transportation of company's material.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction account	$ 71,464,631.10
Equipment account	15,844,460.64
Branch roads	25,528,095.83
Stocks and bonds of connecting and leased lines	15,619,229.00
Material and supplies	2,695,728.12
Sinking funds	5,737,299.13
Total assets	$ 136,889,443.82

CREDIT.

Capital stock	$ 63,256,096.51
Funded debt	59,860,750.00
Profit and loss, and surplus	6,930,823.15
Accounts, bills payable and receivable—balance	6,930,823.15
	$ 136,889,443.82

DESCRIPTION OF ROAD.

Length of main line of road from center of Mississippi River at Burlington to Union Pacific Transfer, miles	295.255
Length of main line of road in Iowa	295.255
Length of double track on main line	43.062
Same in Iowa	43.062

BRANCHES OWNED IN IOWA, GIVING DISTANCE FROM JUNCTION WITH MAIN LINE.

Burlington to Keokuk, miles	42.012
Albia to Des Moines	67.807
Albia to Moravia	11.477
Chariton to Grant City	95.450
Bethany Junction to Albany	46.143
Chariton Junction to Indianola	30.176
Creston to Hopkins	44.535
Creston to Fontanelle	27.800
Villisca Junction to Burlington Junction	35.000
Red Oak to East Nebraska City	49.860
Red Oak to Griswold	18.100
Hastings to Sidney	20.800
Hastings to Carson City	15.728
Total length of branches	504.888
In Iowa	443.963
In Missouri	60.925

The line from Chariton to Indianola Junction (3.024) last year was reported as part of branch Chariton to Indianola. This year it is reported as double track, main line.

Total length of branches owned by this company, Iowa lines.	504.888
Total length of branches owned by this company in Iowa	443.963
Total length of branches owned by this company in Missouri.	60.925
Length of double track on branches in Iowa	None.
Total length of road belonging to this company, Iowa lines	800.143
Aggregate length of sidings and other tracks not above enumerated	166.140
Same in Iowa	160.880
Aggregate length of track, computed as single track, exclusive of sidings	843.205
Same in Iowa	782.280
Total length of steel rails in tracks in Iowa, exclusive of sidings	370.636
Total length of iron rails in tracks in Iowa, exclusive of sidings	472.569
Weights per yard, steel, 60 and 66 pounds.	
Weights, per yard, iron, 56 and 60 pounds.	
Gauge of track	4 feet 8½ in.

If any part of the road was first opened for operation during the past year, state the date? Bethany to Albany, October 1, 1881.

LENGTH OF CHICAGO, BURLINGTON & QUINCY LINES OPERATED IN ALL STATES, 1882.

Illinois	1,138.399
Iowa	801.436
Missouri	366.322
Nebraska	992.840
Kansas	49.450
Colorado	174.300
Total	3,522.747
Total miles of road operated by this company, in all States	3,522.747
Total miles road operated by this company in Iowa	739.218

STATIONS.

Number of stations on all roads owned by this company, Illinois and Iowa lines	337
Same in Iowa	145
Number of stations on all roads operated by this company	
Same in Iowa	145
Number of telegraph offices in stations in Iowa	118

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, Illinois and Iowa lines	12,893
Same in Iowa	5,207
Amount paid employes, including officials, on all roads operated by this company, Illinois and Iowa lines	$ 5,967,626.04
Same in Iowa	2,200,882.56

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	51	
Combination bridges over 100 feet in length	1	
Iron bridges over 100 feet in length	27	
Wooden truss bridges under 100 feet in length	4	6,880
Combination bridges under 100 feet in length		100
Iron bridges under 100 feet in length	12	4,962
Wooden trestle and pile	1,015	117,534
Iron trestle	65	2,301

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	2
Less than 20 feet opening	26

BOX CULVERTS IN IOWA.

Timber	856
Stone	379

CATTLE-GUARDS.

Number of in Iowa	1,171

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet, B. M.)	2,390,114
Amount of trestle work replaced with earth during the year (lineal feet)	950
Timber culverts replaced with timber	133

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

West Nishnabotna River, Howe Truss, wood, May, 1882, feet.	136
Give the average number of years the trestle and pile bridges last on your road in Iowa	10
Give the average number of years that wooden truss bridges last on your road in Iowa	16

ROAD-BED AND TRACK.

Number of track sections in Iowa	5
Average length of sections	4
Average number of men in each section gang	214,107
Number of new ties laid in track during the year in Iowa	254
Average number of new ties per mile of road	83.560
New rails laid in track during the year in Iowa, steel, miles	83.560
Total track laid with new rails during the year in Iowa, miles	11
What is the average number of years that iron rails last in your track on branches in Iowa	8
What is the average number of years that steel rails last in your track on main line in Iowa, on curves	10
What is the average number of years that steel rails last in your track on main line in Iowa, straight line	15
What is the average number of years that steel rails last in your track on branches in Iowa	8½
What is the average number of years that ties last in your track in Iowa, oak	6
What is the average number of years that ties last in your track in Iowa, cedar	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Wabash, St. Louis & Pacific R. R., at Ottumwa.
Wabash, St. Louis & Pacific R. R., at ¼ mile east of Albia.
Wabash, St. Louis & Pacific R. R., at Malvern.
Wabash, St. Louis & Pacific R. R., at Clark's.
Wabash, St. Louis & Pacific R. R., at ¾ miles north of Shenandoah.
Wabash, St. Louis & Pacific R. R., south of Albia.
Humeston & Shenandoah R. R., at Humeston.
Humeston & Shenandoah R. R., at Clarinda,
Kansas City, St. Jo. & Council Bluffs R. R., at Pacific Junction.
Osceola, Des Moines & Southern R. R., at Osceola.
Central Railroad of Iowa, east of Albia.
Chicago, Rock Island & Pacific R. R., east of Ottumwa.
Chicago, Rock Island & Pacific R. R., at Fairfield.
Chicago, Rock Island & Pacific R. R., at Indianola.
Chicago, Rock Island & Pacific R. R., at Des Moines, two crossings.

What railroads cross your road, either over or under, and at what locality?
Humeston & Shenandoah R. R., at 2½ miles north of Conway over Chicago, Burlington & Quincy Railroad.

Number of highway crossings at grade, in Iowa	775
Number of highway crossings at which there are flagmen	9
Number of highway crossings over railroad	22
Number of highway crossings under railroad	22
Number of highway bridges 18 feet above track	22
Number of highway bridges less than 18 feet above track	0

FENCING IN IOWA.

How many miles of fencing have you on your road	956.770
What is the average cost per rod	$ 1.00
What is the total cost of same (new)	306,166.40
How many miles of new fencing have you built during the year	70.855

Give the number of miles needed on both sides of your track in each county in Iowa, miles single fencing:

In Monroe county	15.500
In Marion county	6.814
In Polk county	4.160
In Pottawattamie county	6.977
In Lucas county	21.340
In Cass county	5.750
In Warren county	30.897
In Wayne county	6.511
In Decatur county	22.079
In Ringgold county	30.542
In Montgomery county	28.888
In Page county	50.165
In Union county	16.000
In Adair county	42.000
In Fremont county	26.430
In Mills county	19.957
Total miles	334.010

ROLLING STOCK.

	IOWA.	WHOLE LINE.
Number of locomotives	161	418
Number of passenger cars	60	160
Number of baggage, mail, and express cars	29	76
Number of parlor and sleeping cars (14 assigned sleepers)	5	15
Number of dining cars	1	5
Number of box freight cars	3,484	9,064
Number of stock cars	998	2,248
Number of platform and coal cars	913	3,002
Number of other cars, including hand and rubble cars	474	1,235
Total	5,964	16,223
Maximum weight of locomotives and tenders, tons		51
Average weight of locomotives and tenders, tons		38
Number of locomotives equipped with train brake, in Iowa		25
Kind of brake, Westinghouse.		
Maximum weight of passenger cars, tons		29
Average weight of passenger cars, tons		23

Number of cars equipped with train brake, in Iowa	89
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer	89
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight:	
Weight of engine, 51 tons; 330 tons of freight, east Iowa.	
Weight of engine, 51 tons; 270 tons freight, middle Iowa.	
Weight of engine, 51 tons; 260 tons freight, west Iowa.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	1,017,994
Miles run by freight trains during the year	3,023,444
Miles run by mixed trains during the year	148,068
Miles run by other trains during the year	
Total train mileage	4,189,506

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	5.5
Average weight of passenger trains, exclusive of passengers, tons	175
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	230

PASSENGER TRAFFIC.

Number of through passengers carried, estimated	98,864
Number of local passengers carried, estimated	889,784½
Number of special ticket passengers carried	
Total number of passengers carried	988,648½
Total passenger mileage, or passengers carried one mile	
Average distance traveled by each passenger	
Average amount received from each passenger, all roads	
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance	
Average rate of fare per mile for all passengers, Iowa	

FREIGHT TRAFFIC.

Number of tons of through freight carried	826,102
Number of tons of local freight carried	1,347,076
Total tons of local freight carried	2,173,178
Total mileage of through freight (tons carried one mile)	
Total mileage of local freight (tons carried one mile)	
Total freight mileage, or tons carried one mile	
Average rate per ton per mile received for through freight	
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freight	
Average rate per ton per mile received from freight to and from other roads	
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road)	19.4

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	21,432,785
Number of miles run by loaded freight cars west and north	25,716,387
Number of miles run by empty freight cars east and south	7,860,084
Number of miles run by empty freight cars west and north	3,823,383
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	36.67
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	14.05

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	25
Rate of speed of freight trains, including stops, miles	12

TONNAGE OF ARTICLES TRANSPORTED—WHOLE LINE.

	TONS.	PER CENT.
Grain	1,435,681	27.2
Flour	88,129	1.7
Provisions (beef, pork, lard, etc.)	73,894	1.4
Animals	551,260	10.4
Other agricultural products	54,983	1.0
Lumber and forest products	848,387	16.1
Coal	1,011,934	19.2
Plaster, lime, and cement	49,117	1.0
Salt	68,866	1.3
Iron, steel, and castings	138,370	2.6
Stone and brick	87,434	1.7
Manufactures—articles shipped from point of production	57,754	1.1
Merchandise, and other articles not enumerated above	815,374	15.4
Total tons carried	5,281,183	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	622,097	28.6
Flour	20,107	.9
Provisions (beef, pork, lard, etc.)	27,992	1.3
Animals	267,165	12.3
Other agricultural products	20,722	1.0
Lumber and forest products	460,490	21.2
Coal	229,117	10.5
Plaster, lime, and cement	19,296	.9
Salt	37,354	1.7
Iron, steel, and castings	51,660	2.4
Stone and brick	29,793	1.4
Manufactures—articles shipped from point of production	29,146	1.3
Merchandise, and other articles not enumerated above	358,239	1.65
Total tons carried	2,173,178	100

TONNAGE CROSSING THE MISSISSIPPI RIVER AT BURLINGTON, IOWA, FOR THE YEAR ENDING JUNE 30, 1882.

West bound, number of tons	906,369
East bound, number of tons	1,143,470
Total tons	2,049,839

TONNAGE CROSSING THE MISSOURI RIVER BRIDGE AT EAST PLATTSMOUTH, IOWA, FOR THE YEAR ENDING JUNE 30, 1882.

East bound, number of tons	269,583.52
West bound, number of tons	432,180.22
Total tons	701,763.74

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. Railroad company furnishes cars, and express company furnishes all carriers and agents. Earnings in Iowa for year, $67,250.45.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? No transportation companies have special arrangements with the railroad company, or run their cars over its lines except on same basis as any foreign cars.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? No account except regular mileage accounts for foreign cars running over Chicago, Burlington & Quincy Railroad.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Run Pullman sleeping-cars; sleeping-car charges, $2 per double berth per night. The railroad company runs its own dining cars.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The railroad company maintains and repairs the cars, and the Pullman Palace Car Company maintains everything relating to the sleeping apparatus. The Pullman Palace Car Company receives the entire earnings.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service? Main line two times each way, daily (except Sunday), for large stations on main line. On branches and at small stations, one time each way, daily. Receipts for the year ending June 30, 1882, $106,911.69.

What amount have you paid for receiving and delivering mail to and from stations on your road? In Iowa, $1,480.20.

TELEGRAPH.

How many miles of telegraph are owned by your company? In Iowa, 728 miles.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? No other company owns telegraph lines on our road.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	358,442.09
State the number of acres yet to inure to your company from congressional grants	None.
State the average price at which these lands have been sold or contracted by the company	$ 12.22
State the number of acres sold	329,987.03
State the amount received from sales, cash sales	137,917.47
State the amount unpaid on outstanding contracts	2,367,241.62
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	3,976,559.42
State the amount expended in sale and management of lands	570,298.79
State the amount of taxes paid on lands	242,011.97
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	3,164,248.66

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	24	W. Johnson, brakeman	Dudley	Fell from train; accidental.
August	9	John King, fireman	Mt. Pleasant	Jumped from train; careless.
August	11	J. W. Smith, switchman	Burlington	Walking on track; careless.
August	12	J. Heimelrich, traveling man	Creston	Jumped from train; careless.
August	25	J. G. Bossee, car repairer	Creston	Passing between cars; careless.
September	18	Grant Walker; boy	Villisca	Jumping on train; careless.
October	29	J. F. Braddock, switchman	Creston	Fell from train; careless.
December	6	W. W. Wright, laborer	Burlington	Run over; careless.
December	11	C. Nelson, laborer	Melrose	Jumped from train; careless.
December	20	G. Peterson, laborer	Council Bluffs	Run over; careless.
December	23	John Lynch, citizen	West of Stanton	Run over; careless.
December	24	Jas. Mackey, citizen	South of Clarinda	Run over; careless.
1882.				
January	24	Unknown	Between Agency and Ottu	Found dead; verdict, "struck by train."
January	24	K. Morrison, switchman	Burlington	Run over; carelessness.
February	2	Unknown	West of Ottawa	Verdict, "killed by blunt instrument."
March	26	J. Reynolds, citizen	West of Melrose	Run over; carelessness.
April	18	J. H. Phillips, switchman	Pacific Junction	Pulling pin; carelessness.
April	20	Geo. Cannon, boy	Chariton	Getting on train; carelessness.
April	22	Mrs. Mayland, citizen	Melrose	Run over; carelessness.
April	29	Louis McGuire, citizen	Des Moines	Run over; carelessness.
April	29	R. Graham, citizen	Des Moines	Run over; carelessness.
May	26	Unknown; tramp	Ottumwa	Run over; carelessness.
May	31	Unknown	Cent. Crossing	Run over; carelessness.
June	3	Lee Parry, brakeman	Ottumwa	Run over; carelessness.

INJURED—EMPLOYES.

1881.				
July	1	Wm. Dial, switchman	Ottumwa	Coupling; carelessness.
July	4	W. A. Moore, brakeman	Burlington	Coupling; carelessness.
July	5	J. M. Meeker, brakeman	Emerson	Fell from engine.
July	6	M. M. Thornton, helper	Afton	Fell from train.
July	7	Wm. Ralph, brakeman	Bussey	Fell from train; careless.
July	9	Ed. Woodward, watchman	Albia	Asleep on track.

July	14	H. S. Albert, section hand	Lewis	Run over.
July	15	John Gibbons, brakeman	Afton	Jumped from train; carelessness.
July	23	Pat. Malone, section hand	Keokuk	Run over.
July	25	Wm. Young, switchman	Burlington	Knocked off cars; lack of caution.
July	30	Jerry McCarty, brakeman	Avery	Fell from train; carelessness.
August	1	H. Asphmere, laborer	Creston	Rail fell on him.
August	3	J. B. Avery, brakeman	Ottumwa	Coupling; carelessness.
August	7	C. F. McFarland, switchman	Pacific Junction	Coupling; unplanked rails; fault of company.
August	8	L. O. McLaughlin, brakeman	Agency	Fell from train; carelessness.
August	9	J. E. Donahue, laborer	Burlington Junction	Platform fell on him.
August	9	Jas. Cowan, hostler	Chariton	Lever slipped.
August	10	John Shehan, section foreman	Coburg	Run over; lack of caution.
August	13	Jas. Brown, brakeman	Albia	Coupling; carelessness.
August	15	O. Hinkson, switchman	Burlington	Run over; carelessness.
August	17	J. H. Thompson, foreman	Creston	Coupling; carelessness.
August	17	E. T. Allen, switchman	Ottumwa	Coupling; carelessness.
August	17	E. P. Berry, switchman	Des Moines	Coupling; carelessness.
August	18	R. C. Stone, brakeman	Creston	Run over; carelessness.
August	20	B. C. Rutchfield, laborer	Lefflers	Fell from train; carelessness.
August	23	John Howe, brakeman	Mt. Pleasant	Run over; carelessness.
August	25	W. Ellis, brakeman	Davis City	Coupling; carelessness.
August	26	Ed. Harris, brakeman	Emerson	Fell from train; carelessness.
August	26	A. G. Hotchkiss, switchman	Creston	Coupling; carelessness.
August	26	Ed. Young, brakeman	Brooks	Putting up bunk.
August	26	C. Norman, brakeman	Tyrone	Wreck.
August	29	J. C. Hanson, switchman	Burlington	Fell from train; carelessness.
August	30	Geo. Donaley, brakeman	Chariton	Coupling; carelessness.
September	1	Tim. Tierney, laborer	Creston	Rail fell on him.
September	4	J. P. Rourke, brakeman	Agency	Hit by an unknown.
September	6	C. L. Renze, lumber yard	Burlington	Run over; carelessness.
September	6	Dick Murray, bridgeman	Bridge III A	Struck by spike bar.
September	7	O. W. Knox, conductor	Mt. Pleasant	Fell from train; carelessness.
September	7	J. Quiulan, engineer	Grand River	Caught by lever.
September	8	E. Hayden, grapgh	Hillsdale	Run over; foreman's.
September	8	M. T. Wolf, brakeman	Rome	Coupling; carelessness.
September	11	Wm. Wallace, car-checker	Ottumwa	Boarding train; carelessness.
September	12	E. B. Gerlach, brakeman	Burlington	Boarding train; carelessness.
September	12	Hugh Frazer, engine cleaner	Burlington	Engine moved while under engine.
September	15	Pat. Malone, laborer	Burlington	Thrown off train.
September	16	Cal. Wimberly, switchman	Ottumwa	Car door fell on him.
September	17	E. W. Cunningham, brakeman	Rome	Boarding train; carelessness.
September	19	J. M. Strong, brakeman	Essex	Coupling; carelessness.
September	24	Wm. Berber, fenceman	Macedonia	Run into.
September	26	C. L. Andrews, brakeman	New London	Fell from train; accidental.
October	1	J. Furneskee, car repairer	New London	Jumped from train; carelessness.
October	1	J. Isenberry, brakeman	Murray	Coupling cars; carelessness.
October	3	E. W. Evans, switchman	Creston	Run over.
October	16	A. Barber, foreman	Thayer	Collision; conductor's fault.
October	16	C. Waddell, foreman	Thayer	Collision; conductor's fault.
October	17	J. B. Ripley, brakeman	Russell	Loading coal; carelessness.

TABLE OF ACCIDENTS—CONTINUED.

INJURED—EMPLOYES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
October 20	F. Walker, freight laborer	Red Oak	Walked off platform; carelessness.
October 21	Albert Albertson, freght laborer	Leffers	Unloading ties; carelessness.
October 23	James Clure, switchman	Burlington Yard	Fell from train; carelessness.
October 26	J. T. Brown, brakeman	Fairfield	Fell from train; carelessness.
October 28	John Reed	Marion	Coupling; carelessness.
October 28	George Scott	Milo	Fell from train; carelessness.
October 29	T. D. Furguson, brakeman	Mt. Pleasant	Coupling; carelessness.
November 1	George Norman, brakeman	Albia	Coupling; carelessness.
November 1	Miles Ray, engineer	Creston	Collision.
November 3	G. A. Bryan, conductor	Knoxville	Fell from train.
November 4	A. J. Hines, brakeman	East of Dudley	Knocked off train by bridge.
November 6	Wm. Smith, brakeman	Thayer	Coupling; carelessness.
November 6	L. M. Price, brakeman	Albia	Coupling; carelessness.
November 7	L. McCoy, brakeman	Danville	Knocked off train.
November 8	J. F. Coleman, brakeman	Ft. Madison	Collision.
November 10	C. Fetsenberg, brakeman	Chillicothe	Coupling; carelessness.
November 17	W. H. Slade, brakeman	Ottumwa	Coupling; carelessness.
November 17	Charles Durlin, engineer	Carson	Fell off engine; carelessness.
November 17	James Barker, brakeman	Chariton	Coupling; carelessness.
November 18	W. J. Carson, switchman	Burlington	Coupling; carelessness.
November 18	W. Horne, brakeman	Mt. Pleasant	Fell on top of car; carelessness.
November 18	C. H. Walker, brakeman	Big Creek Hill	Struck by lump of coal.
November 19	Ed. Cavanaugh, switchman	Ottumwa	Foot caught in track.
November 21	Gus. Johnson, blacksmith	Burlington	Struck by hammer.
November 23	Thomas Dunn, section foreman	Ft. Madison	Boarding train; carelessness.
November 23	A. J. McArthur, brakeman	Villisca	Coupling; carelessness.
November 23	Charles Allen, fireman	East of Creston	Fell from engine; carelessness.
November 25	E. H. Smith, yard-master	Des Moines	Coupling; carelessness.
December 1	J. K. Work, brakeman	Union	Struck by bridge; carelessness.
December 2	John Thompson, brakeman	Villisca	Boarding engine; carelessness.
December 3	A. Frazer, brakeman	Afton	Crushed between cars; carelessness.
December 4	L. W. Cummings, brakeman	Villisca	Coupling; carelessness.
December 4	E. E. Wilder, fireman	Burlington	Caught between draw-bars; carelessness.
December 4	Wm. Coffin, brakeman	Chariton	Coupling; carelessness.
December 4	Whitman Dill, brakeman	Chariton	Jumping on car; carelessness.
December 4	Fred. Bell, switchman	Burlington	Caught between draw-bars; carelessness.
December 7	D. W. Templeton, brakeman	Anderson	Ladder broke; accident.

December 7	D. K. Guman, fireman	Dudley	Jumping from train; carelessness.
December 9	J. W. Weyman, wrecker	Batavia	Struck by derrick wheels; carelessness.
December 10	H. Engart, section man	Agency	Loading steel.
December 11	Wm. Russ, engineer	West of Ottumwa	Collision; employe's.
December 11	Sam. Meyer, conductor	Ottumwa	Struck by broken rope; carelessness.
December 12	Charles Anderson, laborer	Red Oak	Foot caught in rail.
December 13	O. G. Davison, brakeman	West of Chillicothe	Knocked off train by bridge.
December 13	J. B. Coffin, brakeman	Thayer	Jumping on train.
December 18	W. S. Wilkins, brakeman	Batavia	Collision; operator's.
December 20	F. C. Weyman, wrecker	Near Batavia	Hit with maul.
December 20	Fred. Palmer, switchman	Creston	Hit with switch lever; no one's.
December 22	D. J. Daugherty, switchman	Creston	Caught between draw-bar; carelessness.
December 23	J. F. Slingluff, conductor	Coalport	Coupling; carelessness.
December 25	C. Thompson, brakeman	Pacific Junction	Caught between draw-bars; carelessness.
December 27	N. F. Arnold, brakeman	Burlington	Caught between draw-bars; carelessness.
December 31	John Callahan, brakeman	Burlington Junction	Caught between draw-bars; carelessness.
1882.			
January 3	N. A. Kunce, switchman	Creston	Coupling; carelessness.
January 3	O. J. Doty, switchman	Creston	Coupling; carelessness.
January 4	G. H. Rourke, brakeman	Rome	Coupling; carelessness.
January 6	J. F. Branhard, brakeman	Creston	Collision; employe's.
January 9	A. V. Larson, brakeman	Prescott	Coupling; carelessness.
January 9	A. Bailey, switchman	Creston	Engine rod broke; accident.
January 10	J. P. Palmer, fireman	Agency	Finger in machinery; carelessness.
January 11	Wm. Tracey, machinist	Burlington	Coupling; carelessness.
January 11	—— Gordon, brakeman	Kent	Coupling; carelessness.
January 12	C. B. Jones, brakeman	Burlington Junction	Dragged under tender; carelessness.
January 14	Charles Krammer, brakeman	Bigelow	Brake-wheel ran off; accident.
January 14	R. H. Mooney, brakeman	Middletown	Struck by lever; carelessness.
January 14	E. Davis, brakeman	Thayer	Coupling; carelessness.
January 17	Wm. Mallory, brakeman	Hastings	Coupling; carelessness.
January 18	J. W. Lickman, brakeman	Cleveland	Coupling; carelessness.
January 20	Tyson ——, engineer	Woodburn	Jumped from engine.
January 21	M. Dorsey, brakeman	Malvern	Fell from train; carelessness.
January 23	O. E. Hendricks, helper	Ottumwa	Struck on head; carelessness.
January 24	E. D. Taylor, brakeman	Monroe	Coupling; carelessness.
January 24	E. Morrison, switchman	Burlington	Dragged under engine; carelessness.
January 24	Henry Mored, brakeman	Agency	Getting off engine; carelessness.
January 25	George May, carpenter	Burlington	Brick fell on him; carelessness.
January 27	Dan. Cooney, switchman	Creston	Getting on engine; carelessness.
January 30	J. T. Campbell, switchman	Burlington	Coupling; carelessness.
January 30	James Wisson, clerk	Burlington	Crossing track; carelessness.
January —	C. Lundstrum, laborer	Hastings	Stone fell on him; carelessness.
February 7	John Johnson, stockman	Creston	Fell from train; accident.
February 7	Dan. Sheridan, bridgeman	Dudley	Bank caved; accident.
February 10	George Lyon, brakeman	Creston	Coupling; carelessness.
February 10	John Marsonly, brakeman	Mt. Pleasant	Coupling; carelessness.
February 21	A. Swanson, laborer	Ottumwa	Squeezed under engine; accident.
February 23	S. S. Burgantzle, brakeman	Hopkins	Coupling; carelessness.
February 24	Henry Mored, brakeman	Agency	Getting off engine; carelessness.

REPORT OF ACCIDENTS—CONTINUED.

INJURED—EMPLOYES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
February 26	L. McCoy, brakeman	Mt. Pleasant	Jumped from train; carelessness.
February 28	Adolph Peterson, brakeman	Fairfield	Fell from train; carelessness.
March 3	W. B. Beame, switchman	Burlington	Coupling; carelessness.
March 5	O. W. Wright, brakeman	Chariton	Getting off train; carelessness.
March 6	Chas. Coughlin, fireman	North of Creston	Fell from engine; carelessness.
March 8	A. Hanson, brakeman	C. Crossing	Coupling; carelessness.
March 10	W. F. Strong, switchman	Creston	Coupling; carelessness.
March 10	Dan Amos, brakeman	Creston	Coupling; carelessness.
March 15	D. M. Doty, brakeman	Red Oak	Fell from train; carelessness.
March 18	C. Landgreen, coal heaver	Chariton	Fell from chute; carelessness.
March 19	Robt Allison, wrecker		Hand caught in block; carelessness.
March 21	G. W. Thompson, brakeman	Burlington	Coupling.
March 21	John Toombs, brakeman	Lucas	Coupling; carelessness.
March 24	Frank Phillips, hostler	Council Bluffs	Pinched in turntable; accident.
March 30	F. A. Sawhill, brakeman	Albia	Coupling; carelessness.
April 1	C. S. Bruner, conductor	Nodaway	Jumped from train; no one's fault.
April 2	J. S. Diffenbaugh, brakeman	Hastings	Fell off train; careless.
April 6	J. V. Vanwick, engineer	Mt. Pleasant	Head struck by water crane; accident.
April 7	J. E. Thompson, brakeman	Red Oak	Coupling; carelessness.
April 11	J. M. Rathbone, engineer	Burlington	Collision; carelessness.
April 11	J. M. Shamp, section foreman	South of Viele	Rail fell on him; no one's fault.
April 12	Ellis Riley, brakeman	Clarinda	Coupling; carelessness.
April 13	Peter Reilly, switchman	Creston	Coupling; carelessness.
April 16	H. V. Buffington, conductor	Afton	Kicked by a steer; no one's fault.
April 17	Wm. Stewart, laborer	Leffers	Boiler fell on him; accident.
April 20	O. Martin, brakeman	Creston	Collision; employe's.
April 20	J. C. Vaveau brakeman	Creston	Collision; employe's.
April 27	John Gallagan, brakeman	Mt. Pleasant	Fell from train; careless.
April 28	Frank Gregg, engineer	Chariton	Working on engine; careless.
May 4	G. W. Robinson, brakeman	Mt. Pleasant	Struck by engine; careless.
May 5	M. Fisher, switchman	Burlington	Jumping off train; careless.
May 13	F. Daubendick, blacksmith	Burlington	Struck by hammer; no one's fault.
May 13	A. M. Lyons, brakeman	Agency	Coupling; carelessness.
May 15	Jas. Martin, laborer	South of Humeston	Foot cut with adze; carelessness.
May 17	Chas. Wicker, switchman	Pacific Junction	Coupling; carelessness.
May 22	C. G. Nelson, section man	Burlington	Run over, carelessness.

May 24	Lee Cannot, clinkerer	Ottumwa	Struck by clinker-box; accident.
May 30	John Sherer, laborer	Villisca	Fell from scaffold; careless.
May 30	E. B. Peterson, laborer	Burlington	Between draw-bars; careless.
June 2	Thomas Shaw, switchman	Red Oak	Coupling; careless.
June 6	C. D. Lockort, brakeman	Mt. Pleasant	Fell off building; careless.
June 6	E. E. Willey, carpenter	Burlington	Getting on train; careless.
June 6	Dan Carters, brakeman	Prescott	Fell off train; careless.
June 9	Wm. Johnson, conductor	Maitland	Crossing over train; careless.
June 11	A. Johnson, laborer	Grand Rivers	Coupling; careless.
June 12	D. T. Toomey, switchman	Creston	Coupling; careless.
June 13	Lee Ferry, brakeman	Ottumwa	Getting off train; careless.
June 14	W. T. Mickle, telegraph operator	Thayer	Fell from train; careless.
June 16	S. Beckwith conductor	Dudley	Ran into; no one's fault.
June 17	A. M. Parmeter, engineer	Mt. Pleasant	Coupling; carelessness.
June 19	G. M. Gray, brakeman	Woodburn	Fell from train; carelessness.
June 21	G. D. Provoll, brakeman	Ursa	Dropped wedge on foot; carelessness.
June 23	S. Carter, machinist	Burlington	Collision; carelessness.
June 24	Jos. Fought, section foreman	Davis City	Rail fell on him; carelessness.
June 26	Chas. Peterson, laborer	Burlington	Jumped from train; carelessness.
June 26	J. F. Ackley, brakeman	Dudley	Timber fell on him; carelessness.
June 27	Wm. Call, carpenter	Conway	

INJURED—OTHER THAN EMPLOYES.

1881.			
July 1	Chas Evans, citizen	Afton	Trespasser; careless.
July 4	L. Dunning, citizen	Melrose	Getting on train; careless.
July 5	Unknown	Afton	Stealing ride; careless.
July 19	Dan Sullivan, citizen	Albia	Trespasser; drunk.
August 22	Unknown	Ottumwa	Trespasser; drunk.
August 27	A. Robinson, teamster	Leffers	Stealing ride; careless.
September 4	N. Dove, boy	Flaglers	Lamp exploded; accident.
September 6	Frank Titus, boy	Carman	Stealing ride; careless.
September 7	—— Chambers, stockman	Grand Rivers	Boarding train; careless.
September 19	Wm. McVey, water boy	Chillicothe	Run over; careless.
September 21	Unknown	C. Crossing	Run over; careless.
September 22	Geo. Bliss, citizen	Albia	Run over; careless.
September 24	John Riser, citizen	Burlington	Boarding train; careless.
October 1	C. Lewiston, citizen	Mt. Pleasant	Trying to couple; drunk.
October 5	W. C. Mitchell, citizen	Ft. Madison	Boarding train; drunk.
October 10	B. Hallam, citizen	Stanton	Getting off train; careless.
November 4	Mrs. H. Longly, passenger	Dudley	Trying to couple; careless.
November 5	W. C. Mitchell, citizen	Ft. Madison	Caught in timbers; careless.
November 8	Chas. Davis, tramp	West Point	Run over; careless.
November 12	L. Anderson, citizen	Alf	Fell from train; careless.
December 21	D. Ewing, citizen	Burlington	Run over; careless.
December 20	H. Beck, citizen	Danville	
1882.			
January —	C. Griffith, boy	Burlington	Boarding train; careless.

REPORT OF ACCIDENTS—CONTINUED.

INJURED—OTHER THAN EMPLOYES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
January	J. Lewis, ice packer	Pacific Junction	Packing ice; accident.
January	Unknown	Burlington Grade	Jumped from train; careless.
February	2 John Hunt, tramp	Albia	
February	18 A. Johnson, tramp	Burlington	Run over; carelessness.
February	25 M. Troyer, citizen	New London	Jumped from train; carelessness.
March	3 L. L. Mitchell, citizen	Tyrone	Jumped from train; carelessness.
March	5 P. Gresser, boot-black	Hillsdale	Getting on train; carelessness.
March	17 Jas. Hickey, citizen	Ottumwa	Run over; carelessness.
March	17 G. S. Stead, citizen	Ottumwa	Getting on train; carelessness.
March	17 Unknown	West of Villisca	Knocked off bridge; accident.
April	12 Wm. McHenry, citizen	Hunneston	Getting off train; careless.
April	24 Peter Marlandt; boy	Burlington	Run over; careless.
April	29 Mrs. Conner	Des Moines	Crossing track; careless.
May	6 Pat. Coddery, citizen	Dudley	Run over; careless.
May	12 Victor Dubois, citizen	Thayer	Fell from train; careless.
May	26 J. V. Lee, tramp	Fairfield	Getting on train; careless.
May	31 Unknown	Cent. Crossing	Run over; careless.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments					1	
Collisions					11	
Caught in frogs						
Coupling cars					58	2
Falling from trains		2			29	2
Getting on and off trains	1	2	2	1	21	12
Highway crossings						
Miscellaneous		7	10		74	
Overhead obstructions					5	1
Stealing rides						5
Trespassers on track						17
Total	1	11	12	1	199	39

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	24
Number of persons injured during the year	239
Number of casualities purely accidental during the entire year	16
Number resulting from lack of caution, carelessness, or misconduct	143
Number of persons killed or injured while intoxicated	5
Number of trespassers on track killed or injured	17
Number of tramps or others stealing rides killed or injured	5
Suicides in Iowa	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Charles E. Perkins, Burlington, Iowa.
Vice-President—1st. A. E. Touzalin, Boston, Massachusetts.
2d. J. C. Peasley, Chicago, Illinois.
3d. T. J. Potter, Chicago, Illinois.
Secretary—H. W. Weiss, Chicago, Illinois.
Treasurer—J. C. Peasley, Chicago, Illinois.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—H. B. Stone, Chicago, Illinois.
Division Superintendents—J. D. Besler, Galesburg, Illinois.
K. H. Wade, Burlington, Iowa.
Chief Engineer—R. J. McClure, Chicago, Illinois.
Superintendent of Telegraph—J. Q. Morgan, Chicago, Illinois,
Auditor General—J. L. Lathrop, Chicago, Illinois.
General Passenger Agent—Percival Lowell, Chicago, Illinois.
General Freight Agent—E. P. Ripley, Chicago, Illinois.
Attorney—Wirt Dexter, Chicago, Illinois.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

John M. Forbes, Boston, Massachusetts.
Sidney Bartlett, Boston Massachusetts.
Charles J. Paine, Boston, Massachusetts.
Channing Clapp, Boston, Massachusetts.
John L. Gardner, Jr., Boston, Massachusetts.
William Endicott, Jr., Boston, Massachusetts.
Edward Bangs, Boston, Massachusetts.
John N. A. Griswold, New York City.
Peter Geddes, New York City.
Wirt Dexter, Chicago, Illinois.
Charles E. Perkins, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after fourth Monday in April.

Fiscal year of company ends December 31st.

General offices of the company located at 102 Michigan Avenue, Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

T. J. Potter, Third Vice-President and General Manager of the Chicago, Burlington & Quincy Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) T. J. POTTER,
[R. R. SEAL.] *Third Vice-President and General Manager.*

ATTEST:
H. W. WEISS, *Secretary.*

Subscribed and sworn to before me, this 6th day of October, A. D. 1882.

F. L. BLOSSOM,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 7th day of October, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

REPORT

OF THE

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 5,284,656.71
Amount authorized by vote of the company		5,284,656.71
Amount issued, number of shares 52,777.1366, amount paid in		5,284,656.71
Amount of common stock issued		5,284,656.71
Capital stock Tarkio Valley R. R. Co		237,000.00
Capital stock Nodaway Valley R. R. Co		214,000.00
Total amount paid in as per books of the company		$ 5,735,656.71
Amount of stock per mile of road, 312¼ miles	$ 18,354.10	
Amount of stock representing the road in Iowa	977,661.49	
Amount of stock held in Iowa	68,775.00	
Total number of stockholders	5,732	
Number of stockholders in Iowa	75	

DEBT.

Funded debt as follows:		
First mortgage bonds, due January 1, 1907, rate of interest, 7 per cent		$ 5,000,000.00
Interest paid on same during the year	$ 350,000.00	
Income bonds, due January 1, 1907, rate of interest not to exceed 6 per cent		674.51
Interest paid on same during the year	None.	
Council Bluffs & St. Jo. R. R. bonds, old issue, outstanding, and to be exchanged for K. C., St. Jo. & C. B. bonds, rate of interest		500.00
Interest paid on same during the year	None.	
First mortgage bonds (Tarkio Valley R. R. Co.), due June 1, 1920, rate of interest, 7 per cent		408,000.00
Interest paid on same	$ 30,100.00	
First mortgage bonds (Nodaway Valley R. R. Co.), due June 1, 1920, rate of interest, 7 per cent		368,000.00
Interest paid on same	$ 27,160.00	
Total amount of funded debt		$ 5,777,174.51
Total amount of debt liabilities		$ 5,777,174.51
Amount of debt per mile of road	$ 18,486.95	
Total amount of stock and debt	11,512,831.22	
Amount of stock and debt per mile of road	36,841.05	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

NOTE.—Owing to this company being composed of a number of consolidations, it is impossible to give a detailed account of the cost for construction as required by the above; the best that can be done is to show the total, which represents the cost to this company.

Total expended for construction		$ 10,664,569.04
Average cost of construction per mile of road (312½ miles)	$ 34,126.62	
Proportion of cost of construction for Iowa	1,972,945.27	
Purchase of other roads (specifying same) and all particulars. No other roads purchased during year.		

COST OF EQUIPMENT.

Cannot give cost separately for same reason as noted for Construction.

Total for equipment		$ 1,353,034.61
Average cost of equipment per mile of road operated by company (312½ miles)	$	4,329.71
Proportion of cost of equipment for Iowa		250,311.40
Total cost of road and equipment	$	12,017,603.65
Average cost of road and equipment per mile (312½ miles)	$	38,456.33
Proportion of cost of road and equipment for Iowa		2,223,256.67
Average cost of road and equipment per mile in Iowa (58.3 miles)		38,134.76

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and new tracks	$	23,367.12
Bridging and masonry		18,455.85
Land, land damages, and fences		10,452.62
Passenger and freight stations, coal sheds, and water stations.		17,593.61
Engineering, agencies, salaries, and other expenses during construction		63.17
Total for construction	$	69,932.37

EQUIPMENT.

Freight and other cars (balance on boarding car)	$	36.44
Tools and machinery		3,319.98
Total for equipment	$	3,356.42

Any other expenditures charged to property account		None.
Total expenditures charged to property accounts	$	73,288.79
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Dining car sold for	$ 7,500.00	
Safe in pay car sold for	75.00	
		7,575.00
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase. None.		
Net addition to property account for the year	$	65,713.79

GENERAL EXHIBIT.

Total earnings	$	1,803,506.94
Total expenses, including taxes		1,243,794.51
Net earnings		559,712.43
Rentals, specifying amount paid to each company: (Charged in operating expenses.)		
Interest accruing during the year on bonds		410,194.16
Interest paid during the year on bonds		410,194.16
Dividends declared. None.		
Balance for the year—surplus		149,518.27
Interest falling due during the year and not paid. None.		
Balance at commencement of the year		424,823.67
Balance at the close of the year, June 30, 1882		574,342.90
Income from other sources than earnings. None.		
Total income from all sources for the year	$	1,803,506.94

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 354,382.83	
From through passengers	160,366.05	
From all passengers		$ 514,748.88
From express and baggage		21,212.89
From mails		30,592.05
Total earnings, passenger department		$ 566,553.82
Earnings per train mile run (510,770 miles)	$ 1.10	
Earnings, freight:		
From local		$ 517,771.87
From through		644,811.90
Total earnings, freight department		$ 1,162,583.77
Earnings per train mile run (532,420 miles)	$ 2.18	
Total transportation earnings		$ 1,729,137.59
Earnings per train mile run, from all trains earning revenue (1,043,190 miles)	$ 1.66	
Earnings per mile of road operated (312½ miles)	5,533.24	
Proportion of earnings for Iowa	215,598.16	
Rents received for use of road and miscellaneous sources—whole line		74,369.35
Total income from all sources		$ 1,803,506.94
Proportion of income for Iowa		$ 249,227.63

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 214,098.77
Renewal of rails	73,084.54
Number tons laid, steel, 2,166 214/2240.	
Number tons laid, iron, none.	
Renewal of ties	50,529.71
Number laid, 84,080.	
Repairs of bridges, including culverts and cattle-guards	42,887.90
Repairs of fences, road-crossings, and signs	23,690.95
Repairs of buildings, stations, and water-tanks	29,124.30
Total	$ 433,416.17

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 57,566.05
Repairs of passenger cars	35,763.91
Repairs of freight cars	72,039.98
Total	$ 165,369.94

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 72,480.72
Water supply	10,949.76
Oil and waste	5,926.30
Locomotive service	77,883.33
Hired engines	2,012.40
Mail service	1,080.00
Passenger and freight train service and supplies	69,756.84
Mileage of freight cars (debit balance)	28,807.08
Telegraph expenses (maintenance and operating)	12,224.92
Damage and loss of freight and baggage	3,138.30
Damage to property and cattle	17,571.77
Personal injuries	4,862.91
Agents and station service and station supplies	156,697.48
Total	$ 463,391.81

CLASS 4—GENERAL EXPENSES.

Salaries of general officers, clerks, and legal expenses		$ 60,957.94
Rents		33,068.42
Stationery and printing		16,559.30
Outside agencies and advertising		11,136.16
Contingencies and expenses of Boston office		23,295.67
Taxes in Iowa	$ 6,705.07	
Taxes in other States	29,294.93—	36,000.00
Total		$ 181,616.59

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 433,416.17
Maintenance of motive power and cars	165,369.94
Conducting transportation	463,391.81
General expenses, including taxes	181,616.59
Total operating expenses and taxes	$ 1,243,794.51
Operating expenses and taxes per mile of road	$ 3,980.14
Operating expenses and taxes per train mile run, for trains earning revenue (1,043,190 miles)	1.19
Proportion of operating expenses and taxes for Iowa	230,102.02
Expenses of running and management of passenger trains	149,454.41
Expenses of running and management of passenger trains per train mile, cents	29.2
Expenses of running and management of freight trains	237,932.32
Expenses of running and management of freight trains per train mile, cents	44.68
Expenses of running and management of all trains earning revenue	387,386.73
Percentage of expenses to income	68.9

GENERAL RECAPITULATION.

Total income		$ 1,803,506.94
Total operating expenses and taxes		1,243,794.51
Net income above operating expenses and taxes		559,712.43
Net income above operating expenses, taxes, interest and rental		149,518.27
Gross income per train mile run (1,043,190 miles)	$ 1.73	
Net income per train mile run (1,043,190 miles)	.14	
Percentage of net income to stock and debt	1.29	
Percentage of net income to cost of road and equipment	1.24	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 431,223.67
Surplus at the close of the year	580,741.94
The amount invested in railroad stocks, N. V. R. R. and T. V. R. R.	42,000.00

Give the name of each road, and the number of shares owned in each of them and the par value of shares:
Nodaway Valley R. R. Co., 200 shares, at $100 each.
Tarkio Valley R. R. Co., 220 shares, at $100 each.

Stock owned in Union Depot Co	19,409.52
Stock owned in Union Stock Yard Co., St. Joseph	9,525.00
Amount absorbed in construction	367,912.88
Amount in material and balances from other roads	141,894.53

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Construction	$ 10,664,569.04
Equipment	1,353,034.61
Supplies on hand	55,522.76
Cash on hand	196,955.77
Real estate, St. Joseph	54,124.18
Suspended debts	72,632.95
Union Depot Co.'s stock	19,409.53
Union Stock Yard Co.'s stock	9,525.00
Nodaway Valley R. R. stock	20,000.00
Tarkio Valley R. R. stock	22,000.00
Amount due from others	86,371.77
	$ 12,554,144.71

CREDIT.

Capital stock	$ 5,735,656.71
Bonded debt	5,777,174.51
Accrued interest	4,526.66
Unpaid vouchers	184,915.37
Land account	35,557.21
Unpaid coupons (payable)	176,971.35
Bills payable	65,000.00
Income account, or surplus	574,342.90
	$ 12,554,144.71

DESCRIPTION OF ROAD.

Length of main line of road from Kansas City to Council Bluffs, miles	197.77
Length of main line of road in Iowa	52
Length of main line of road in Missouri	145.77
Branches owned by this company:	
Hopkins Branch, miles	50.24
East Atchison Branch	1.17
East Nebraska City Branch	2.26
Tarkio Valley Branch	29.52
Nodaway Valley Branch	31.53
Total length of branches owned by this company	114.72
Total length of branches owned by this company in Iowa	6.35
Total length of branches owned by this company in Missouri	108.37
Total length of road belonging to this company	310.99
Aggregate length of sidings and other tracks not above enumerated	46.34
Same in Iowa	8.65
Aggregate length of track computed as single track	357.32
Same in Iowa	67.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	42
Total length of iron rails in tracks in Iowa, exclusive of sidings	16.35
Weights per yard, steel	17 miles 60 pounds. 3 miles 56 pounds. 22 miles 52 pounds.
Weights per yard, iron, 52 pounds.	
Gauge of track	4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
H. & St. J. R. R. bridge, Harlem to Kansas City	1.50
Total length of above roads in Missouri	1.50
Total miles of road operated by this company	312.49
Total miles road operated by this company in Iowa	58 35

STATIONS.

Number of stations on all roads owned by this company	51
Same in Iowa	11
Number of stations on all roads operated by this company	51
Same in Iowa	11
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, about	1,685
Same in Iowa, about	95
Amount paid employes, including officials, on all roads operated by this company	$ 822,456.22
Same in Iowa (approximately)	52,154.40

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden A bridges under 100 feet in length	2	160
Wooden trestle and pile, feet	32	2,100

BOX CULVERTS IN IOWA.

Timber, open pile culverts	6

CATTLE-GUARDS.

Number of in Iowa	68

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	5,592
Amount of trestle work replaced with earth during the year (lineal feet)	180

Give the average number of years the trestle and pile bridges last on your road in Iowa. About nine years.

Give the average number of years that wooden truss bridges last on your road in Iowa. About ten years.

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections, miles	5
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	12,000
Average number of new ties per mile of road	325
New rails laid in track during the year in Iowa—steel 205 tons, miles	2½

What is the average number of years that iron rails last in your track on main line in Iowa? Ten years.

*What is the average number of years that iron rails last in your track on branches in Iowa? Have only about 4½ miles of branch in Iowa.

What is the average number of years that steel rails last in your track on main line in Iowa? We have steel in track which has been in nine years and is in good condition yet.

What is the average number of years that ties last in your track in Iowa? Oak ties last about eight years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Burlington & Quincy Railroad, at Pacific Junction.
Wabash, St. Louis & Pacific Railway, at Council Bluffs.

Number of highway crossings at grade	36

*The only branch we have which has been in operation longer than two years, is the Hopkins branch in Missouri, and iron rails last no longer on this branch than on main line, owing to heavy grades.

FENCING IN IOWA.

How many miles of fencing have you on your road, miles	26
What is the average cost per rod	$ 2.80
What is the total cost of same	11,800.00
How many miles of new fencing have been built during the year	2
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Fremont county, miles	11.7
In Mills county, miles	12.8
In Pottawattamie county, miles	1.5
Total miles	26

ROLLING STOCK.

Number of locomotives	38
Number of passenger cars	20
Number of baggage, mail, and express cars	11
Number of official cars	1
Number of box freight cars	775
Number of stock cars	22
Number of platform cars	166
Number of other cars, including 144 combination cars	164
Total	1,159

Maximum weight of locomotives and tenders, 47 tons, tenders full of fuel and water.

Average weight of locomotives and tenders, 44 tons.

Number of locomotives equipped with train brake	14

Kind of brake, "Westinghouse air."

Maximum weight of passenger cars, 19½ tons.

Average weight of passenger cars, 18 tons.

Number of cars equipped with train brake	33

Kind of brake, "Westinghouse air."

Number of passenger cars equipped with Miller platform and buffer	20
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 47, tons	450

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	510,770
Miles run by freight trains during the year	532,420
Miles run by switching trains during the year	417,398
Miles run by other trains during the year	104,588
Total train mileage	1,565,176

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3.7
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains	18.5
Average weight of freight trains, exclusive of freight, tons	214

PASSENGER TRAFFIC.

Number of through passengers carried	59,634
Number of local passengers carried	319,899
Number of special ticket passengers carried None.	
Total number of passengers carried	379,533
Total passenger mileage, or passengers carried one mile	17,195,295
Average distance traveled by each passenger	45.306
Average amount received from each passenger	$ 1.35.627
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers	2.9935

FREIGHT TRAFFIC.

Number of tons of through freight carried	373,638
Number of tons of local freight carried	334,407
Total tons of freight carried	708,045
Total mileage of through freight, tons carried one mile	36,815,308
Total mileage of local freight, tons carried one mile	29,619,978
Total freight mileage, or tons carried one mile	66,435,286
Average rate per ton per mile received for through freight, cts.	1.752
Average rate per ton per mile received for local freight, cts	1.748
Average rate per ton per mile received for all freight, cts	1.750
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road.)	23.63

CAR MILEAGE.

Number of miles run by loaded freight cars east and south, and west and north, whole line, miles	6,548,063
Number of miles run by empty freight cars east and south, and west and north, whole line, miles	3,528,554
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	35
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	35

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	24
Rate of speed of freight trains, including stops, miles per hour	10¾

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	146,034	20.6
Flour	18,500	2.7
Provisions (beef, pork, lard, etc.)	10,140	1.4
Animals	56,220	7.9
Other agricultural products	9,282	1.3
Lumber and forest products	165,478	23.2
Coal	64,008	9.0
Plaster, lime, and cement	5,124	.7
Salt	10,416	1.5
Petroleum and oil	1,128	.2
Iron, steel, and castings	11,466	1.6
Stone and brick	14,573	2.1
Manufactures—articles shipped from point of production	13,813	1.9
Merchandise, and other articles not enumerated above	183,773	25.9
Total tons carried	708,045	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES IN IOWA.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pays a fixed sum for transporting within and up to a fixed limit of weight, and 1½ first class rates on excess. The railroad company does not handle or have anything to do with the express matter, or rates thereon as charged by express company, but simply carries when placed in baggage car.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? None. Various companies' cars run over this road for which we pay mileage as to railroad companies for similar service.

What amount have you paid other corporations, car loaning companies, stock companies, or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Bain Wagon Company, Kenosha, Wisconsin	$	1.48
Blue Line Transit Company, Rochester, New York		183.43
S. Cupples & Co., St. Louis, Missouri		59.77
Erie & North Shore Line, Detroit, Michigan		21.00
Erie & Pacific Despatch, Indianapolis, Indiana		14.73
Empire Line, Philadelphia, Pennsylvania		24.80
Fisk Brothers & Co., Racine, Wisconsin		33.08
Great Western Despatch, Indianapolis, Indiana		4.36
Hoosac Tunnel Line, Rochester, New York		67.47
Merchants' Despatch Trans. Co., 335 Broadway, New York		124.07
National Despatch Company, St. Albans, Vermont		64.58
National Line, Pittsburgh, Pennsylvania		6.50
Pfeiffer & Son, St. Joseph, Missouri		31.67
Red Line Transit Company, Buffalo, New York		129.48
Union Line, Pittsburgh, Pennsylvania		39.94
Abernathy Furniture Company, Kansas City, Missouri		2.23
St. Louis Refrigerator Car Company, St. Louis, Missouri		.28
Canada Southern Line, Buffalo, New York		90.63
American Refrigerator Transit Co., St. Louis, Missouri		4.58
Anderson Refrigerator Car Company, New York City		67.93
Grasselli Oil Company, Cleveland, Ohio		5.47
C. C. Comstock, Grand Rapids, Michigan		.85
Erie & North Shore Despatch, Detroit, Michigan		57.95
Menosha Wooden Ware Company, Menosha, Wisconsin		.61
Mann Brothers, Milwaukee, Wisconsin		4.41
Union Tank Line, Cleveland, Ohio		3.11
Standard Oil Company, Cleveland, Ohio		7.95
Commercial Express Line, Buffalo, New York		45.77
W. J. Lamp & Co., St. Louis, Missouri		3.10
White Line Transit Company, Buffalo, New York		125.15
Wabash & Erie Despatch Company, Detroit, Michigan		12.88
United States Express Company, 82 Broadway, New York		.91
Total	$	1,239.47

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman Palace Car Company's sleepers run on our road; we pay that company same rate per mile as for a coach hired of any railroad company.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Pullman Palace Car Company $5,206.14. The Pullman Palace Car Company receive the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $150.48 per mile per annum for main line in Iowa, payable quarterly.

What amount have you paid for receiving and delivering mail to and from stations on your road? $1,080.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company, 312½ miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July	13 Geo. Burrows, *fence gang*	Hamburg	Climbing on train in motion; foot crushed.
July	19 E. Vaughan, laborer	East Nebraska City	Fell while carrying tie; arm injured.
July	25 S. Trudo, Lisbon	Hamburg	Fingers of right hand cut off.
October	17 E. Bunnell, brakeman	Pacific Junction	Coupli g cars; finger mashed.
1882.			
February	11 Geo. Rice, brakeman	Henton's	Chalking two cars together (cars had no draw head-); squeezed him.
June	10 Fred. Arnsten, laborer	Nebraska City Junction	Unloading steel rail; fell on toe and mashed it.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	INJURED. Employees.
Coupling cars	2
Getting on and off trains	1
Miscellaneous	3
Total	6

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year	6
Number of casualties purely accidental during the entire year	2
Number resulting from lack of caution, carelessness, or misconduct	4

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Henry Parkman, Boston, Massachusetts.
Secretary and Treasurer—E. E. Pratt, Boston, Massachusetts.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—J. F. Barnard, St. Joseph, Missouri.
Assistant Superintendent—D. H. Winton, St. Joseph, Missouri.
Chief Engineer—C. C. Chandler, St. Joseph, Missouri.
Superintendent of Telegraph—G. M. Hohl, St. Joseph, Missouri.
Auditor—C. M. Carter, St. Joseph, Missouri.
General Passenger Agent—A. C. Dawes, St. Joseph, Missouri.
General Freight Agent—G. H. Crosby, St. Joseph, Missouri.
Attorneys—Strong & Mosman, St. Joseph, Missouri.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Henry Parkman, Boston, Massachusetts.
W. J. Ladd, Boston, Massachusetts.
E. E. Pratt, Boston, Massachusetts.
A. E. Touzalin, Boston, Massachusetts.
W. W. Baldwin, Burlington, Iowa.
J. F. Barnard, St. Joseph, Missouri.
C. M. Carter, St. Joseph, Missouri.
J. M. Barr, Boston, Massachusetts.
A. G. Stanwood, Boston, Massachusetts.

Date of annual meeting of stockholders, 1st Tuesday in March.
Fiscal year of company ends, December 31st.
General offices of the company are located at St. Joseph, Buchanan county, Missouri.

STATE OF MISSOURI, }
COUNTY OF BUCHANAN. } ss.

John F. Barnard, General Superintendent, and Chas. M. Carter, Assistant Treasurer and Auditor of the Kansas City, St. Joseph & Council Bluffs Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of

this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) J. F. BARNARD,
General Superintendent.
E. M. CARTER.

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

[L. S.] A. MOSMAN,
Notary Public.

My commission expires October 25, 1882.

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, MILWAUKEE & ST. PAUL

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....		
Amount authorized by vote of the company.....		
Amount issued, number of shares, 355,097.44; amount paid in.		$ 35,509,744.00
Amount of common stock issued.....		20,404,261.00
Amount of preferred stock issued, and conditions of preferment.....		15,105,483.00
(Preferred stock is entitled to seven per cent dividend, if earned, to the exclusion of common stock; but common stock is entitled to seven per cent before preferred can have more. After that, no preference.)		
Total amount paid in as per books of the company		35,509,744.00
Amount of stock per mile of road	$ 8,357.00	
Amount of stock representing the road in Iowa. (On basis of ——— miles of road.)	10,747,360.00	
Amount of stock held in Iowa	16,200.00	
Total number of stockholders.....	1,020	
Number of stockholders in Iowa.....	6	

NOTE.—The present company was organized in 1863, and comprises various lines of road which had been built by other companies, the records of which are not all in our possession, on which account it is impossible to give the information desired.

DEBT.

Funded debt as follows:

NAME OF BONDS.	Where payable.	When payable.	Date of issue.	Rate of interest.	Amount.
Consolidated	New York	July 1, 1905	1875	7	$ 11,240,000.00
Consolidated, old issue	New York	July 1, 1904	1874	7	215,000.00
La Crosse Division	New York	Jan. 1, 1893	1863	7	5,525,000.00
Iowa & Minnesota Division	New York	July 1, 1897	1867	7	3,382,000.00
Prairie du Chien Division, first mortgage	New York	Feb. 1, 1898	1868	8	3,674,000.00
Prairie du Chign Division, second mortgage	New York	Feb. 1, 1898	1868	7.3	1,299,000.00
Chicago & Milwaukee Division	New York	Jan. 1, 1903	1873	7	2,494,000.00
St. Paul (or River) Division	London	Jan. 1, 1902	1872	7	3,998,000.00
Iowa & Dakota Division	New York	July 1, 1899	1869	7	558,000.00
Iowa & Dakota Division extension	New York	July 1, 1908	1878	7	3,764,000.00
Hastings & Dakota Division	New York	Jan. 1, 1902	1872	7	97,000.00
Hastings & Dakota Division extension	New York	Jan. 1, 1910	1880	7	5,290,000.00
Southwestern Division	New York	July 1, 1909	1879	6	4,000,000.00
La Crosse & Davenport Division	New York	July 1, 1919	1879	5	2,500,000.00
Chicago & Pacific Division	New York	July 1, 1910	1880	6	3,000,000.00
Chicago & Pacific (Western) Division	New York	Jan. 1, 1921	1881	5	10,726,000.00
Southern Minnesota Division	New York	July 1, 1910	1880	6	7,439,000.00
Mineral Point Division	New York	July 1, 1910	1880	5	2,840,000.00
Dubuque Division	New York	July 1, 1920	1880	6	6,500,000.00
Wisconsin Valley Division	New York	July 1, 1920	1880	6	1,700,000.00
Wisconsin & Minnesota Division	New York	July 1, 1921	1881	5	1,000,000.00
Chicago & Lake Superior Division	New York	July 1, 1921	1881	5	1,359,000.00
Second mortgage	New York	Oct. 1, 1884	1864	7	387,000.00
Minnesota Central	New York	July 1, 1894	1864	7	123,000.00
Milwaukee & Western	New York	July 1, 1891	1861	7	215,000.00
Land grant income	New York	July 1, 1890	1880	7	318,000.00
Total					$ 83,643,000.00

Floating debt:

Incurred for construction, equipment, real estate, and interest	
Total amount of floating debt, in excess of assets	$ 1,593,846.60
Total amount of debt liabilities	$ 85,236,846.60

Amount of debt per mile of road	$ 20,061.00
Total amount of stock and debt	120,746,590.60
Amount of stock and debt per mile of road	28,418.00

COST OF ROAD AND EQUIPMENT.

See preceding note, on page 169.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging	$ 43,171.95
Land	373,381.63
Passenger and freight stations, coal sheds and water stations.	429,732.63
Engine houses, car sheds and turntables. Machine shops, including machinery and tools	495,851.28
Purchase of other roads (specifying same) and all particulars: Southern Minnesota Railway, Chicago & Pacific Railway, Mineral Point Railway, Chi., Clinton, Dubuque & Minn. Railroad, Wisconsin Valley Railroad, Pine River Valley & Stevens Point Railroad, Western Union Railroad, Hastings & Dakota Railway, Davenport & Northwestern Railway, Iowa Eastern Railway, Dubuque & Southwestern, Sioux City & Dakota Railway	3,935,226.48
Cost Wisconsin & Minnesota Division	126,780.00
Cost Chicago & Lake Superior Division	169,078.68
Construction Iowa & Dakota Division extensions	453,489.33
Hastings & Dakota Division extensions	972,968.05
Southern Minnesota Division extensions	497,264.47
Libertyville extension	758.41
line St. Paul to Minneapolis	19,263.69
Monroe extension	271,515.51
Minneapolis extension	52,641.23
Marion extension	6,457,149.07
Clinton extension	46,617.42
Rockton extension	292,426.82
Ottumwa extension	11,695.81
Emmetsburg extension	263,068.13
Mazomanie extension	145,068.04
Broadhead extension	3,884.99
Beaver Dam extension	18,408.93
Red Wing extension	9,935.21
Stillwater extension	484,658.96
Purchase track at St. Paul	25,000.00
Double track, side tracks, etc.	378,864.77
Total for construction, purchase, etc.	$ 15,978,501.49

EQUIPMENT.

Locomotives, number	125	$ 1,428,601.48
Passenger cars	36	183,209.33
Mail, baggage, and express cars, built and partially built in car-shops (part cost)	14	54,897.91
Parlor, dining, and sleeping cars	12	145,608.55
Freight and other cars	2,058	1,192,240.82
Wrecking-cars, pile-drivers, and tools		22,401.27
Total for equipment		$ 3,026,959.36
Total expenditure charged to property accounts		$ 19,005,460.85
Property sold (or reduced in valuation on the books) and credited property accounts during the year:		
Real estate in Chicago sold		$ 10,468.33
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase		
Net addition to property account for the year		$ 18,994,992.52

GENERAL EXHIBIT.

Total earnings		$ 19,043,890.17
Total expenses, including taxes		10,658,897.32
Net earnings		8,384,992.85
Interest accruing during the year	$ 4,691,468.33	
Interest paid during the year	4,597,707.14	
Interest on floating debt	93,761.19	
Interest paid on funded debt		4,597,707.14
Dividends declared, 7 per cent on preferred stock		957,318.80
Dividends declared, 7 per cent on common stock		1,253,298.28
Balance for the year		1,873,643.74
Balance at commencement of the year		3,958,330.28
Balance at the close of the year, June 30, 1882		5,831,974.02
Income from other sources than earnings		296,975.11
Total income from all sources for the year		$ 19,340,865.28

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 3,785,993.81	
From through passengers	933,642.38	
From all passengers		$ 4,719,636.19
From express and baggage		365,492.16
From mails		412,266.95
From other sources, passenger department		176,238.24
Total earnings, passenger department		$ 5,673,633.54
Earnings per train mile run (3,934,903 miles)		$1.44
Earnings, freight:		
From local	$ 12,512,023.20	
From through	590,161.44	
Total earnings, freight department		$ 13,102,184.64
Earnings per train mile run (7,673,546 miles)		$ 1.71
Total transportation earnings		$ 18,775,818.18
Earnings per train mile run, from all trains earning revenue (11,608,449 miles)	$ 1.61	
Earnings per mile of road operated (*4,026 miles)	4,663 64	
Rents		10,688.07
Car mileage (credit balances)		
Income from all other sources—Stock yards		74,824.53
Elevator earnings		175,262.00
Telegraph earnings		7,297.39
Total income from all sources		$ 19,043,890.17
Proportion of income for Iowa		$ 3,236,862.94

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	
Renewal of rails	
No. tons laid, steel, / No tons laid, iron, } Cannot state at this time.	$ 1,930,733.37
Renewal of ties	
No laid, Cannot state at this time.	
Repairs of bridges, including culverts and cattle-guards	182,594.65
Repairs of fences, road-crossings, and signs	71,222.62
Repairs of buildings, stations, and water-tanks	221,374.79
Total	$ 2,405,925.43

* Average miles of road in operation for the year.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 560,284.16
Repairs of passenger and freight cars		576,623.96
Total		$ 1,136,908.12

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 1,564,532.90
Water supply (included in other accounts)		
Oil and waste		216,277.96
Locomotive service		1,091,806.04
Train service		817,938.61
Passenger train supplies (included in train and station supplies)		
Freight train supplies (included in train and station supplies).		
Damage and loss of freight and baggage		43,820.97
Damage to property and cattle		60,605.54
Personal injuries		131,692.91
Agents and station service		1,461,988.54
Station supplies (included in train and station supplies)		
Total		$ 5,388,663.47

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 313,238.93
Legal expenses		57,606.70
Insurance		46,096.58
Stationery and printing and station and train supplies		371,052.56
Outside agencies and advertising		141,286.40
Contingencies		232,901.01
Taxes in Iowa	$ 94,166.23	
Taxes in other States	413,695.68	
Total taxes		507 861.91
Total		$ 1,670,044.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 2,405,925.43
Maintenance of motive power and cars	1,136,908.12
Conducting transportation	5,388,663.47
General expenses, including taxes	1,670,044.09
*Total operating expenses and taxes	$ 10,601,541.11
Operating expenses and taxes per mile of road	$ 2,633.27
Operating expenses and taxes per train mile run, for trains earning revenue (11,608,449 miles)	.91
Proportion of operating expenses and taxes for Iowa	2,274,893.02
Percentage of expenses to income	56

*Expenses of elevators not included, $57,386.21.

GENERAL RECAPITULATION.

Total income	$ 19,340,865.28
Total operating expenses and taxes	10,658,897.32
Net income above operating expenses and taxes	8,681,967.96
Net income above operating expenses, taxes, interest, and rental	4,084,260.82
Gross income per train mile run, all trains (16,831,799 miles)	1.15
Net income per train mile run, all trains (16,831,799 miles)	.52
Percentage of net income to stock and debt	7.2
Percentage of net income to cost of road and equipment	7.0
Are charges for the transportation of the company's supplies included in the earnings as reported for your road	No.

SURPLUS.

Surplus at the commencement of the year	$ 3,958,330.28
Surplus at the close of the year	5,831,974.02
The amount invested in railroad stocks, bonds, etc.	2,485,421.83
Give the name of each road, and the number of shares owned in each of them and the par value of shares	
Amount absorbed in construction	760,527 06
Amount in material and balances from other roads	2,586,025.13

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction and purchase of road and equipment	$ 126,578,564.62
Other investments, as follows; viz.,	
McGregor & Missouri River Railway stock, etc.	446,730.00
Oshkosh & Mississippi River Railway bonds	205,000.00
Stock, bonds, etc., Minnesota Midland Railway	381,204.63
St. Paul & Duluth R. R. stock	697,300.98
Minneapolis Eastern Railway	87,779.56
Illinois and Iowa coal mines	517,524.91
St. Paul Depot and Elevator Co.	67,206.00
Other investments	82,675.75
Cash	1,032,597.29
Bills receivable	1,000.00
Due from agents, companies, etc.	636,045.23
Materials and supplies on hand	1,949,979.90
	$ 132,683,608.87

CREDIT.

Capital stock, preferred	$ 15,105,483.00
Capital stock, common	20,404,261.00
Funded debt	83,643,000.00
Dividends and interest unclaimed	98,030.65
Notes payable	4,602,010.78
Vouchers and pay-rolls (current)	2,043,941.95
Other liabilities (miscellaneous accounts)	954,908.07
Income account	5,831,974.02
	$ 132,683,608.87

DESCRIPTION OF ROAD.

Length of main line of road in Iowa, miles	1,285.54
Length of main line of road in Illinois	312.77
Length of main line of road in Wisconsin	1,098.96
Length of main line of road in Minnesota	1,023.98
Length of main line of road in Dakota	606.67

Roads owned by this company:

ROADS.	Total length.	Length in Iowa.
From Milwaukee to Western Ave., Chicago, miles	82.20	.....
P. C. St. Louis Junction to Milw. Ave., Chicago.	.40	.....
Libertyville Junction to Libertyville	3.00	.....
Kinnikinnic to Bay View	.75	.....
Chicago to Lanark Junction	115.68	.....
Racine to Port Byron Junction	192.00	.....
Eagle to Elkhorn	16.50	.....
Watertown to Hampton Mines	4.25	.....
Savanna to Sabula	2.74	.20
Sabula to Cedar Rapids	92.20	92.20
Farley to Paralta	43.60	43.60
Davenport to Jackson Junction	150.60	150.60
Eldridge to Maquoketa	32.30	32.30
Rockton to Rockford	15.00	.....
Rockton Mill track	.70	.....
From Milwaukee to Prairie du Chien	194.40	.....
Mazomanie to Prairie du Sac	10.34	.....
Lone Rock to Richland Center	16.00	.....
Stock Yards to Prairie du Chien Div. Junction	.66	.....
Stoughton Mill track	.80	.....
From Milton to Shellsburg	76.40	.....
Janesville to Beloit Junction	13.84	.....
Broadhead to Albany	7.15	.....
Warren to Mineral Point	32.75	.....
Calamine to Platteville	18.00	.....
Milwaukee to La Crosse	196.39	.....
Madison to Portage	39.00	.....
Watertown Junction to Madison	36.55	.....
Lisbon to Necedah	12.86	.....
Viroqua Junction to Viroqua	32.20	.....
La Crosse Levee track	.75	.....
From North La Crosse to Bridge Junction	1.93	.....
Waterloo Quarry track	1.10	.....
From Clinton to La Crescent Junction	171.55	146.65
Turkey River Junction to Wadena	43.75	43.75
Bellevue to Cascade	35.59	35.59
Waukon Junction to Waukon	22.80	22.80
Caledonia Junction to Preston	57.50	.....
Hastings to Aberdeen	311.10	.....
Ashton to Ellendale and north	72.60	.....
Millbank (N. W., end of track)	32.30	.....

ROADS.	Total length.	Length in Iowa.
From Benton to Minneapolis	28.90	.....
Tomah to Merrill	108.53	.....
Milwaukee to Portage	95.08	.....
Horicon to Berlin	42.30	.....
Rush Lake to Winneconne	14.80	.....
Ripon to Oshkosh	20.00	.....
Spring St. Junction to Schwartzburg	5.34	.....
Line to Cement Mills	1.20	.....
From McGregor to Minneapolis	215.42	84.88
Conover to Decorah	8.77	8.77
Beulah to Stulta	14.40	14.40
Calmar to Chamberlain	390.20	249.28
Marion Junction to Running Water	62.31	.....
Austin to Mason City	39.33	27.96
Emmetsburg to Estherville	22.40	22.40
Sioux City to Yankton	61.30	5.78
Elk Point to Sioux Falls	69.70	33.49
Rock Valley to Eden	9.39	8.99
Bridge Junction to St. Paul	128.51	.....
St. Paul to St. Paul Junction	5.01	.....
St. Paul to Minneapolis	8.30	.....
St. Croix Junction to Stillwater	24.90	.....
Wabasha to Zumbrota	59.00	.....
Bridge switch to Howard City	357.70	.....
Sioux Falls Junction to Sioux Falls	32.10	.....
Wells to Mankato	40.00	.....
Marion to Council Bluffs	261.90	261.90
Braceville coal line	1.30	.....

Total length of road belonging to this company, miles	4,248.92
Aggregate length of sidings and other tracks not above enumerated	Unknown.
Same in Iowa	103.47
Aggregate length of track computed as single track, exclusive of sidings	4,248.92
Same in Iowa	1,285.54
Total length of steel rails in tracks in Iowa, exclusive of sidings	483.80
Total length of iron rails in tracks in Iowa	801.74
Weights per yard, steel, 56 to 60 pounds.	
Weights per yard, iron, 50, 56, and 60 pounds.	
Weights per yard, iron (narrow gauge), 35 pounds.	
Gauge of track	4 ft., 8½ in.
Gauge of track	3 ft.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Oshkosh & Mississippi River Railway, Wisconsin, Ripon to Oshkosh, length, miles	20
Minnesota Midland Railway, Minnesota, Wabash to Zumbrota, length, miles	59
Total	79

NOTE—The above roads are operated under leases, but the stock and bonds of the companies are owned substantially by the Chicago, Milwaukee & St. Paul Railway Company.

Total length of above roads in Wisconsin, miles	20
Total length of above roads in Minnesota, miles	59
If any part of the road was first opened for operation during the past year state the date:	
Line from Emmetsburg to Estherville.	
High Lake station was opened February 8, 1882.	
Estherville station was opened June 8, 1882.	
The rails were laid on the line from Marion to Council Bluffs, June 30, 1882, but the line was in operation only to Coon Rapids (167 miles) at that date.	
Total number of miles operated by this company	4,327.92
Total miles road operated by this company in Iowa	1,285.54

STATIONS.

Number of stations on all roads owned by this company	742
Same in Iowa	210
Number of stations on all roads operated by this company	761
Same in Iowa	210
Number of telegraph offices in stations in Iowa	160

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	19,561
Amount paid employes, including officials, on all roads operated by this company (year ending June 30, 1882)	$ 11,004,246.86

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	37	
Combination bridges over 100 feet in length	18	
Wooden truss bridges under 100 feet in length	51	
Combination bridges under 100 feet in length	3	
Iron bridges under 100 feet in length	1	
Wooden trestle and pile	1,031	

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more. Cannot state.
Less than 20 feet opening. Cannot state.

BOX CULVERTS IN IOWA.

Timber or stone. Cannot state.

CATTLE-GUARDS.

Number of in Iowa. Cannot state.

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) Cannot state.

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near McGregor	Howe Truss	Wood	1882	66 feet.
Near Paralta	Howe Truss	Wood	1882	56 feet.
Near Paralta	Howe Truss	Wood	1882	56 feet.
Near Viola	Howe Truss	Wood	1882	56 feet.
Maquoketa	Howe Truss	Wood	1881	167 feet.
Green Island	Howe Truss	Wood	1881	80 fe
Plum Creek	Howe Truss	Wood	1881	60 feet.
High Lake	Howe Truss	Wood	1882	108 feet.
Estherville	Howe Truss	Wood	1882	108 feet.
Total				955 feet.

ROAD-BED AND TRACK.

Number of track sections in Iowa	172
Average length of sections, miles	6
Average number of men in each section gang	5½
Number of new ties laid in track during the year in Iowa	384,315
Average number of new ties per mile of road	375
New rails laid in track during the year in Iowa—iron (2,618 tons), miles	30
New rails laid in track during the year in Iowa—steel (10,171 tons), miles	108
Total track laid with new rails during the year in Iowa, miles.	138
What is the average number of years that iron rails last in your track on main line in Iowa	4 to 6
What is the average number of years that iron rails last in your track on branches in Iowa	7 to 10
What is the average number of years that steel rails last in your track on main line in Iowa	8 to 10
What is the average number of years that ties last in your track in Iowa	6 to 8

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago & Northwestern R'y, at Wheatland, De Witt, and Delmar Junc.
Burlington, Cedar Rapids & Northern Railway, at Donnan.
Illinois Central Railroad, at Dubuque.
Illinois Central Railroad, at Charles City.
Burlington, Cedar Rapids & Northern Railway, at Nora Junction.
Central Iowa Railway, at Mason City (2).

Minneapolis & St. Louis Railway, at Britt.
Burlington, Cedar Rapids & Northern Railway, at Emmetsburg.
Burlington, Cedar Rapids & Northern Railway, at Plymouth.
Chicago, St. Paul, Minneapolis & Omaha Railway, at Sheldon.

What railroads cross your road, either over or under, and at what locality?
Chicago & Northwestern Railway, at Center Junction, under.
Illinois Central Railroad, at Delaware, under.
Chicago & Northwestern Railway, at Algona, over.

NOTE—The line from Marion to Council Bluffs not being in operation June 30, 1882, is not included in these statements.

FENCING IN IOWA.

How many miles of fencing have you on your road?	
How many miles of new fencing have you built during the year	20.3
Give the number of miles needed on both sides of your track in each county in Iowa.	

ROLLING STOCK.

Number of locomotives	583
Number of passenger cars	227
Number of baggage, mail, and express cars	164
Number of parlor and sleeping cars	39
Number of box freight cars	11,781
Number of stock cars	1,427
Number of platform and coal cars	4,392
Number of other cars	354
Total	18,384
Maximum weight of locomotives and tenders, tons	53
Average weight of locomotives and tenders, tons	35
Kind of brake, air-brake.	
Maximum weight of passenger cars, tons	28
Average weight of passenger cars, tons	23
Number of cars equipped with train-brake	389
Kind of brake, air-brake.	
Number of passenger cars equipped with Miller platform and buffer	389
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Cannot state.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	3,934,903
Miles run by freight trains during the year	7,673,546
Miles run by switching trains during the year	3,450,628
Miles run by other trains during the year	1,772,722
Total train mileage	16,831,799

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains, say	5
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains, say	18
Average weight of freight trains, exclusive of freight, tons	198

PASSENGER TRAFFIC.

Number of through passengers carried	175,645
Number of local and special ticket passengers carried	3,403,458
Total number of passengers carried	3,579,103
Total passenger mileage, or passengers carried one mile	171,003,026
Average distance traveled by each passenger, miles	47¾
Average amount received from each passenger	$ 1.31.98
Average rate of fare per mile for all passengers, cents	2.76

FREIGHT TRAFFIC.

Number of tons of through freight carried	369,806
Number of tons of local freight carried	4,487,367
Total tons of freight carried	4,857,173
Total mileage of through freight, tons carried one mile	55,108,068
Total mileage of local freight, tons carried one mile	762,094,599
Total freight mileage, or tons carried one mile	817,203,567
Average rate per ton per mile received for through freight, cents	1.07
Average rate per ton per mile received for local freight, cents.	1.64
Average rate per ton per mile received for all freight, cents	1.60
Average rate per ton per mile received from freight to and from other roads, cents	1.07
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. We have no records which would enable us to answer this question.	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	45,751,122
Number of miles run by loaded freight cars west and north	62,825,894
Number of miles run by empty freight cars east and south	30,209,184
Number of miles run by empty freight cars west and north	14,541,495
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	.40
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	.19

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	20
Rate of speed of freight trains, including stops, miles	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	883,019	18.180
Flour	323,808	6.666
Provisions (beef, pork, lard, etc.)	60,191	1.237
Animals	268,230	5.522
Other agricultural products	181,412	3.732
Lumber and forest products	888,275	18.309
Coal	428,372	8.824
Plaster, lime, and cement	31,057	.639
Salt	49,740	1.023
Iron, steel, and castings	188,416	3.871
Stone and brick	277,279	5.710
Manufactures—articles shipped from point of production	75,894	1.545
Merchandise, and other articles not enumerated above	1,201,480	24.742
Total tons carried	4,857,173	100

TONNAGE OF ARTICLES FORWARDED FROM STATIONS WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	179,133	26.58
Flour	6,601	.97
Provisions (beef, pork, lard, etc.)	17,424	2.57
Animals	95,656	14.12
Other agricultural products	37,853	5.60
Lumber and forest products	81,342	11.97
Coal	73,307	10.78
Plaster, lime, and cement	6,176	.89
Salt	160	
Iron, steel, and castings	4,251	.59
Stone and brick	51,468	7.59
Manufactures—articles shipped from point of production	4,793	.70
Merchandise, and other articles not enumerated above	119,129	17.64
Total tons carried	677,293	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT SABULA, IOWA, FOR THE YEAR ENDING, JUNE 30, 1882.

West bound number of tons	257,462
East bound number of tons	159,327
Total tons	416,789

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT McGREGOR FOR THE YEAR ENDING JUNE 30, 1882.

West bound number of tons	146,356
East bound number of tons	137,529
Total tons	283,885

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company, the United States Express Company; doing general express business; freights taken from express companies at depots.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particulars? All fast freight lines doing business between eastern and northwestern points run over Chicago, Milwaukee & St. Paul Road, but no contract or special arrangement exists whereby different rates from those charged the general public, are made on freight secured by such fast freight lines.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Ames Transportation Company, Chicago	$ 416.92
Anderson & Co., New York	995.18
Arnot & Co., M. H., Elmira, New York	94.28
American Refrigerator Company, St. Louis	456.13
Chicago & W. Coal Co., Chicago	2,197.47
Comstock, C. C., Grand Rapids, Michigan	11.21
Empire Line, Philadelphia	685.47
Eureka Coal Company, Chicago	873.30
Ellsworth & Co., Chicago	71.77
Fish Bros. & Co., Racine	2.56
Great Western (U. S. Express), New York	281.89
Mitchell, Lewis & Co., Racine	72.89
Menasha Wooden Ware Company, Menasha	423.61
Mazeppa M. Company, W. E. Beecham	1,056.68
Northwestern Fuel Company, S. R. Stinson, St. Paul	998.77
Rend & Co., Chicago	655.69
Rhodes & Ramsey, Chicago	26.93
South Shore Line, Indianapolis	1,880.71
Tiffany Refrigerator Line, Chicago	95.44
Wil. Coal M. and M. Company, Chicago	162.82
Watson Coal Company, Chicago	7.17
Total	$ 11,466.89

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? We run no parlor or dining car in Iowa; the sleepers in use are owned by the company. Additional charge for accommodations in sleepers is $1.50 per berth.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Sleepers in use are owned by the Chicago, Milwaukee & St. Paul Railway Company.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

	PER MILE PER ANNUM.
McGregor to State Line	$ 93.20
Conover to Decorah	52.16
Calmar to Sheldon	56.78
Sheldon to Pattersonville	70.97
Pattersonville to Running Water	64.13
Mason City to State line	65.84
Savanna to Marion	52.16
Farley to Cedar Rapids	54.72
Davenport to Calmar	52.16
Davenport to Maquoketa	42.75
Sioux City to Yankton	68.40
Sioux City to Sioux Falls	65.84
Clinton to State Line	70.97
Turkey River to Wadena	42.75
Waukon Junction to Waukon	42.75
Bellevue to Cascade	42.75
Beulah to Elkader	42.75

TELEGRAPH.

How many miles of telegraph are owned by your company?
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own?

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	312,930.07
State the number of acres yet to inure to your company from congressional grants (not including about 180,000 involved in suit with Sioux City & St. Paul Railway Co.) about	15,000
State the average price at which these lands have been sold or contracted by the company, per acre	$ 4.65
State the number of acres sold	245,214.57
State the amount received from sales (purchase price)	$ 1,139,456.48
State the amount unpaid on outstanding contracts	666,022.27
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882 (including outstanding contracts)	1,218,061.22
State the amount expended in sale and management of lands	64,897.88
State the amount of taxes paid on lands	23,464.34
State the amount realized from the sale of lands above the expenses incurred in the management and taxes (including amount unpaid on outstanding contracts)	1,129,699.00

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 6	Henry Hazlehurst, brakeman	Charles City	Fell on rail and run over; hips crushed.
August 20	John Jones, engineer	Anamosa	Boiler exploded.
September 8	John Felles, quarryman	Anamosa	Walking on track.
October 8	Jonas Oleson, unknown	McGregor	Walking on track; drunk.
October 6	W. A. McDonald, brakeman	Chickasaw	Run over by cars; both legs run over.
October 5	Frank Hanes, brakeman	McGregor	Run over by engine.
November 8	James Fee, conductor	Sheldon	Fell between cars.
November 29	Orrin Rogers, unknown	McGregor	Fell between cars; legs crushed.
December 3	Wm. Sickles, brakeman	Calmar	Struck and run over by engine; legs badly crushed.
December 23	O. F. Oleson, conductor	Near Sanborn	Run over by train.
August 28	Wm. Brennan, laborer	Mason City	Attempted to board train; legs crushed.
1882.			
January 16	Infant of Mrs. J. Cavenaugh	New Albin	Cars fell down embankment; fractured skull.
January 21	S. Murray, farmer	Clinton	Struck by engine.
May 1	John Winning, brakeman	Dubuque	Run over by cars.
May 11	Elias Sylvertson, tramp	North McGregor	Struck and run over.
May 23	John Carroll, laborer	Sabula	Jumped off train.
May 29	Unknown tramp		Lying on track drunk; run over.
June 3	Jackson Hunter, unknown	Yellow River	Run over by train.
June 26	David Morris, miner	Excelsior Mines	Falling rock.

INJURED.

1881.			
July 5	Albert Blake, brakeman	Welton	Fell from cars; leg broken.
July 11	G. W. Barnes, brakeman	Monticello	Climbing up a car; left side injured.
July 13	J. F. Kelly, brakeman	Lansing	Struck leg against a car; knee cap knocked out of place.
July 3	John Maloney, section foreman	Girard	Struck by train; shoulder dislocated and two ribs broken.
July 20	Armstrong Glover, brakeman	McGregor	Coupling cars; finger amputated.
July 21	Frank Brown, brakeman	McGregor	Coupling cars; finger crushed.
July 29	E. S. Vincent, conductor	Washington Mills	Express safe fell on him; slightly bruised.

July 28	—— Treglegrs, brakeman	Dubuque	Coupling cars; finger mashed.
July 28	Anthony Nelson, brakeman	Clear Lake	Coupling cars; finger amputated.
July 30	Thos. McKay, laborer	Yellow River	Struck by engine; head cut.
July 29	Frank Cullbreath, brakeman	Postville	Run over by train; foot crushed.
August 1	Mike Mortise, laborer	Calmar	Board falling from staging; head cut.
August 5	John Shroup, water boy	Dubuque	Collision; leg broken.
August 5	John Cameron, bridge foreman	Dubuque	Collision; foot injured.
August 5	Jas. McCaughey, engineer	Dubuque	Collision; scalp, shoulder, and back bruised.
August 5	M. Junker, laborer	Dubuque	Collision; leg bruised and finger hurt.
August 5	Jas. McCracken, laborer	Dubuque	Collision; head and shoulder injured.
August 8	L. H. Turk, brakeman	Lansing	Coupling cars; hand and fingers jammed.
August 9	Adam Boller, shoveler	Rockton	Knocked off flat-car; foot mashed.
August 20	Fred. Daley, fireman	Anamosa	Boiler exploded; scalded.
August 20	Mike Kennedy, brakeman	Anamosa	Boiler exploded; head and shoulder cut and scalded.
August 20	Chas. Hoffman, unknown	Anamosa	Boiler exploded; slight injuries.
August 20	Dick Lynn, unknown	Anamosa	Boiler of engine exploded; slight injuries.
August 20	Thos. Latham, unknown	Anamosa	Boiler of engine exploded; slight injuries.
August 20	Thos. Kana, grader	Anamosa	Boiler of engine exploded; slight injuries.
August 20	B. F. Puckett, unknown	Anamosa	Boiler of engine exploded; thigh injured.
August 17	Fred. Stokes, laborer	Dubuque	Falling tie; foot crushed.
July 1	M. Pendergast, engineer	Bellevue	Engine struck bull; head cut.
July 1	John O. Halloran, brakeman	Bellevue	Engine struck bull; head bruised and internally injured.
September 1	Ed. Court, engineer	Dubuque	Caught between cars; fingers bruised.
September 10	C. C. Smith, unknown	South Grove	Coupling cars; hand and finger mashed.
September 16	Geo. Huston, brakeman	Calmar	Coupling cars; two fingers broken.
October 21	Chas. Spatcher, brakeman	Edgwood	Coupling cars; thumb and fingers crushed.
October 1	Chas. T. Parker, laborer	Turkey River	Run over by hand-car; internally injured.
July 30	C. A. Van Niss, brakeman	Marion	Struck by engine; injured.
September 6	Arthur Daniels, laborer	Clear Lake	Trying to board train; leg cut off.
July 26	Owen Owens, pile driver	Sioux City	Struck by boat; knee dislocated.
October 3	Park McElwain, brakeman	Marion	Caught between defective irons; thumb and fingers bruised and cut.
September 22	John Gray, laborer telegraph line	Marion	Struck by train; arm crushed and amputated.
July 12	C. W. Murray, conductor	Brown's Station	Defective ladder on car; strained by falling.
September 9	John B. Miller, laborer on pile-driver	Viola	Struck by hammer; two fingers off.
November 7	Wm. Wagner, justice of peace	Anamosa	Wreck; chest bruised.
November 7	C. L. Murray, lawyer	Anamosa	Wreck; leg bruised.
July 1	Peter Larkins, brakeman	Bellevue	Wreck; spine hurt and body bruised.
November 8	Wm. Robertson, brakeman	De Witt	Unloading car; foot badly bruised.
November 18	A. H. Zeller, brakeman	Lunna	Fell in cattle-guard; instep bruised, face and hands scratched.
November 17	Dennis Daily, farmer	Charles City	Walking on track, drunk; head cut.
November 20	James Moody, brakeman	Mason City	Broken ladder on car; foot injured.
October 13	Frank Phelps, switchman	Sanborn	Coupling cars; finger jammed.
October 21	H. H. Mayhew, brakeman	Sanborn	Caught in frog; foot bruised.
November 20	Frank Burns, brakeman	Calliope	Coupling cars; hand jammed.
November 18	John Osborn, brakeman	Whittemore	Caught by coal bucket; finger jammed.
November 20	Martin McDonald, brakeman	Sheldon	Coupling cars; finger mashed.
November 25	Hans Jacobson, farmer	Cresco	Wagon struck; head cut.
November 2	John Irwin, brakeman	Algona	Coupling cars; hand pinched.
November 30	Thos. McGloon, engineer	Clinton	Engine derailed; hip hurt.
September 7	Dennis Mehan, laborer	Washington Mills	Caught by hand-car; ankle dislocated.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
November 26	Albert Ozbeen, brakeman	Rock Valley	Coupling cars; hand mashed.
December 6	Jas. Bulgar, section man	Lawler	Run over by hand car; badly bruised.
November 9	Thos. McGuigan, brakeman	Rock Valley	Hand caught in irons; hand crushed.
December 8	Nathan Beason, switchman	Dubuque	Coupling cars; hand jammed, etc.
December 8	Geo. Burnes, brakeman	Mason City	Coupling cars; fingers jammed.
December 10	C. C. Hodgden, farmer	Westfield	Jumped off train; leg broken.
December 13	Geo. Leas, farmer	McGregor	Wagon struck; bruises.
December 17	W. E. Cleghorn, brakeman	Ozzian	Slipped and run over; leg bruised.
December 14	Jno. Gallagher, night dispatcher	Sanborn	Run over by engine; head and shoulders injured.
December 19	Frank Smith, brakeman	Rock Valley	Fell off car; wrist dislocated.
December 20	Byron Willsey, brakeman	Volga City	Coupling cars; finger mashed.
December 6	Frank Smith, brakeman	Sanborn	Coupling cars; finger jammed.
December 20	Jno. Cassidy, brakeman	Sanborn	Caught by engine; leg badly bruised.
December 27	Jas. M. Hancock, brakeman	Beulah	Fell off car.
December 17	Jas. Murphy, brakeman	New Hampton	Coupling cars; hand crushed.
December 28	E. D. Kelly, brakeman	Calliope	Coupling cars; hand jammed.
August 29	O. Ostrander, brakeman	Sioux City	Coupling cars; hand jammed.
October 4	Zack Simpson, brakeman	McGregor	Coupling cars; thumb pinched.
September 3	Mike O'Rourke, brakeman	McGregor	Coupling cars; hand jammed.
October 2	Gus. Brase, brakeman	Near Green Island	Ladder broke and fell; arm broken and body bruised.
November 24	Fred. E. Halloway, brakeman	Sabula Junction	Coupling cars; thumb broken, etc.
	Thos. J. Connell		
December 28	Frank Jackson, carpenter	Dubuque	Falling truss rod; head cut and arm bruised.
December 28	H. H. Castuline, carpenter	Dubuque	Falling truss rod; injured.
December 5	Miss Lizzie Clough, unknown	Lansing	Collision; leg injured.
December 21	R. W. Scott, conductor	Sioux City	Broken ladder; back and side injured.
October 2	Wm. B. Dean, brakeman	Mason City	Coupling cars; finger mashed.
December 2	Geo. Gregg, brakeman	Rhodes	Coupling cars; finger pinched.
November 26	J. M. Slattery, fireman	Neola	Engine wrecked; hip injured.
December 24	Erick Annurson, laborer	Bogard	Falling plank; leg broken.
November 19	Joe Damond brakeman	Lansing	Struck by tender; hip and back bruised.
September 28	C. H. Wise, switchman	Dubuque	Coupling cars; end of finger jammed.
September 27	Frank Dixon, section man	Elberon	Run over by hand car; leg broken.
November 19	James Moore, boiler maker	Dubuque	Struck with hammer; head cut.
1882.			
January 3	John Bruebacker, brakeman	Rock Valley	Coupling cars; hand injured.

January 16	M. A. Hallcott, conductor	New Albin	Wrecked; head and face cut.
January 2	Duncan Campbell, brakeman	Louisa	Coupling cars; hand bruised.
January 4	John W. Clancey, engineer	Rock Valley	Jumped off engine; ankle sprained.
January 6	John Hickey, fireman	Yellow River	Wreck; head injured.
January 11	Eugene D. Gibbs, brakeman	Ft. Atkinson	Coupling cars; fingers mashed.
January 11	Dennis Lucy, brakeman	Delavan Junction	Coupling cars; fingers mashed.
January 12	J. Mansfield, brakeman	Sheldon	Coupling cars; fingers mashed.
January 10	Frank Walker, brakeman	Specht's Ferry	Coupling cars; thumb mashed.
January 13	John Rush, brakeman	Delavan Junction	Coupling cars; fingers mashed.
January 15	Elmer Walling, brakeman	Chickasaw	Foot caught in frog; legs crushed, arm broken, and finger jammed
January 16	Thirty-seven passengers, unknown	New Albin	Broken wheel; thirty-seven injured.
January 16	J. H. Jenkins, superintendent	New Albin	Cars fell down embankment; bruised and hand cut.
January 16	Three passengers, unknown	New Albin	Cars fell down embankment; none seriously injured.
January 16	Jas. McMichael, unknown	Carpenter	Struck by a piece of coal; skull injured.
January 20	Chas. Davis, brakeman	Calmar	Caught between cars; hand bruised.
January 9	Frank Van Velger, brakeman	Rock Valley	Coupling cars; fingers mashed.
January 26	Con. Ahern, wiper	Calmar	Caught by engine; foot hurt.
January 2	Claudiers Monty, foreman	North McGregor	Caught by a bridge beam; wrist mashed.
January 31	Jonathan Haravin, engineer	Jackson Junction	Broken wheel; one finger taken off, and one jammed.
January 20	Martin Kellar, brakeman	Marion	Coupling cars; fingers crushed.
January 2	Daniel Smith, brakeman	Sioux City	Coupling cars; thumb mashed.
January 20	William Leahy, brakeman	North McGregor	Coupling cars; finger cut off.
January 22	Henry Campbell, farmer	Luana	Struck by train; leg broken and internal injuries.
January 30	Wm. L. Moore, brakeman	Paralta	Coupling cars; finger badly lacerated.
January 27	Edward Cushman, brakeman	Edgewood	Legs torn off.
January 27	W. Scott Templeton, brakeman	Edgewood	Wrist badly sprained.
January 27	C. N. Dow, conductor	Edgewood	Back bruised and ankle sprained.
January 20	William Hall, brakeman	Calmar	Coupling cars; ribs squeezed.
January 16	W. M. Geddis, brakeman	Mason City	Slipped and fell; knee sprained.
February 8	Eugene Gates, brakeman	Hawkeye	Coupling cars; finger broken.
January 27	Barney Lantry, brakeman	Ossian	Coupling cars; hand crushed.
February 9	Gilbert Oleson, warehouseman	Calmar	Struck by box-car; rib broken.
February 10	Clarence Haywood, brakeman	Lyons	Box falling; toes badly bruised.
February 17	A. Dowling, foreman	Lynche's Cut	Hand-car wheel broke; hip and side bruised.
February 17	Aug. Peterson, laborer	Lynche's Cut	Hand-car wheel broke; foot and hand bruised.
February 17	Nick Anderson, laborer	Lynche's Cut	Hand-car wheel broke; side and shoulder bruised.
February 17	P. Huderson, laborer	Lynche's Cut	Hand-car wheel broke; side bruised.
February 17	Peter Peterson, laborer	Lynche's Cut	Hand-car wheel broke; wrist sprained and leg bruised.
February 17	Oscar Kendall, laborer	Lynche's Cut	Hand-car wheel broke; knee, breast and side bruised.
February 17	Nels. Hogman, laborer	Lynche's Cut	Hand-car wheel broke; leg bruised.
February 17	Lawrence Nolan, laborer	Lynche's Cut	Hand-car wheel broke; shoulder bruised.
February 14	Wm. J. Sullivan, unknown	Dubuque	Jumped off train and was run over; badly crushed and mangled.
February 15	Alfred Goldner, brakeman	North McGregor	Coupling cars; left hand jammed.
February 23	Frank Thomas, brakeman	Cedar Rapids	Caught between bumpers; hand mashed.
February 23	Peter O. Donnell, brakeman	Dubuque	Fell off train; head and face badly bruised.
March 9	E. D. Eckman, engineer	Paralta	Collision; chest injured.
March 9	E. H. Mercer, engineer	Paralta	Collision; head cut and ribs broken.
March 9	Chas. Smith, fireman	Paralta	Collision; leg torn and broken.
March 9	Samuel Atkins, fireman	Paralta	Collision; body bruised.
March 9	S. G. Lind, conductor	Paralta	Collision; body bruised.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.				
March	9	Wm. McMahon, baggageman	Paralta	Collision; head cut and body bruised.
March	9	Jerry Sullivan, brakeman	Paralta	Collision; body bruised.
March	9	Levi Wright, fireman	Paralta	Collision; arm, leg, and chest injured.
March	2	E. Hamilton, machinist	Mason City	Bar slipped; finger pinched off.
March	14	John Peterson, farmer	Conover	Jumped off train; stunned.
March	5	Maurice Tobin, Jr., section man	Worthington	Falling rail; toes smashed.
March	11	James Ryan, laborer	Lynche's Cut	Caught by steam shovel; hand and wrist broken.
March	6	John Murphy, brakeman	Oxford Junction	Defective draft iron; squeezed.
March	6	Charles Amos brakeman	Lawler	Caught in frog; foot injured.
February	24	P. H. Cullivan, teamster	Teeds' Grove	Wagon struck on crossing; slightly injured.
March	18	William Miller, section laborer	Lamott	Thrown off and run over by hand-car; ribs broken and head cut.
March	15	Enoch Hughes, machinist	Dubuque	Falling casting; foot injured.
March	23	C. A. Skayland, laborer	Sioux Falls	By caving pit; leg broken.
March	27	William Stafford, section foreman	Gladstone	Run over by hand-car; leg and back badly bruised.
April	3	Frederick Serbrack, section man	Newhall	Hand-car derailed; side bruised.
April	4	Freeman Burgess, farmer	Delmar Junction	Attempted to get on moving train; leg broken.
April	7	Howard Newlan, farmer	Marion	Insane; jumped off train; legs crushed.
April	9	Daniel Lyons, brakeman	Girard	Run over by cars; one leg mangled and one bruised.
April	11	John Rieley, section man	New Hampton	Caught between ties; finger broken and hand bruised.
March	5	Henry Farmer, brakeman	North McGregor	Coupling cars; thumb broken and hand split.
April	12	Hugh Flemming, brakeman	Mason City	Caught foot between rails; leg cut across knee cap.
April	7	Samuel Glover, brakeman	Hall	Coupling cars; fingers smashed.
April	15	James Barlow, laborer	Vining	Hand-car wheel broke; hip bruised and back injured.
April	15	John Howeckeck, laborer	Vining	Hand-car wheel broke; bruised about chest, lungs, and back.
April	15	Frank Rattice, laborer	Vining	Hand-car wheel broke; scalp, face, and knee wounds.
April	8	John Peterson, laborer	Eldridge	Coupling cars; fingers smashed.
March	8	James O'Neil, laborer	New Albin	Rail fell on his foot; two toes cut off.
April	24	William Frazor, brakeman	Marion	Coupling cars; two fingers cut off.
May	1	John O. Brink, brakeman	Mason City	Caught by brake-beam; foot crushed.
April	28	G. W. Burns, conductor	Garner	Ladder broke and let him fall; rib broken; injured—spine and internally.
April	25	M. F. Murphy, farmer	North McGregor	Team frightened and ran away; head cut and collar bone broken.
April	25	H. C. Hamilton, emigrant	Sanborn	By violent switching; slight.
May	4	James Nelson, laborer	Keystone	Caught by hand-car; fingers crushed.
May	4	Rush Eddy, brakeman	Clear Lake	Engine and cars derailed; legs scalded and bruised.
May	4	Joe Usher, engineer	Clear Lake	Engine and cars derailed; body bruised and leg scalded.

May	9	Matthew Riley, laborer	Specht's Ferry	Caving of bank; spine injured
May	11	John Osborn, brakeman	Britt	Defective draft iron; hand smashed.
May	12	Charles Amos, brakeman	Mason City	Coupling cars; hand pinched and fingers jammed.
May	12	William Hawkins, carpenter	Turkey River	Slipped and fell; back, neck and spine injured.
May	15	Charles Simerson, brakeman	Lawler	Coupling cars; fingers crushed.
May	25	Henry Bennett, brakeman	Austin	Caught in frog; left foot sprained and jammed.
May	27	Randi Bjornsin, unknown		Found dead on train.
May	29	E. M. Jones, machinist	Calmar	Struck by a piece of steel; left hand hurt.
April	28	F. P. Dobson, baggageman	Riggs	Falling trunk; severe contusion and sprain of ankle.
March	7	E. S. Paxton, pastor	Paralta	Fell while getting off train; three ribs broken and otherwise injured.
April	30	Mike Beckeck, laborer	Olin	Run over by three hand-cars; body bruised.
March	19	Richard Dary, brakeman	Rudd	Coupling cars; fingers smashed.
May	9	W. E. Gorman, conductor	Ruthven	Trying to get on caboose and fell; dislocated wrist and arm broken.
May	11	John E. Hudson, brakeman	Garner	Trying to get on caboose and fell; side bruised.
May	16	John Bireman, machinist	Sanborn	Fell while repairing shafting; body badly bruised.
May	23	Edward McGee, boiler-maker	Sanborn	Stumbled and fell over track; lacerated over knee joint.
May	24	Lincoln Rivers, laborer	Cresco	Cut by axe glancing; right foot badly cut.
May	30	John Tuthill, brakeman	Clinton	Collision; back injured.
February	28	James Gaider, laborer	Lansing	By chisel breaking; eye badly hurt.
May	23	Ole Oleson, laborer	Des Moines River	Coupling cars; fingers crushed.
June	4	H. E. Miner, brakeman	M. & St. L. Junction	Fell between cars; knee badly cut.
June	7	Orison Crissy, carpenter	Dubuque	Slipped and fell; leg broken.
January	—	Theo. Underhill, farmer	Hinckley's Crossing	Team became frightened and ran away; breast hurt and body bruised.
April	12	Keys Cruse, laborer	Sabula Junction	Struck by snow-plow; legs injured.
June	13	Henry Webber, engineer	Maxwell	Engine tipped over; leg scalded and body bruised.
June	13	Frank Coco, fireman	Maxwell	Engine tipped over; nose broken, face cut, and body bruised.
June	26	Sam'l H. Whistler, brakeman	Marion	Coupling car; two fingers cut off.
June	11	Charles Hartgrove, laborer	Mason City	Struck by falling coal; concussion of brain.
April	13	Con. Murphy, laborer	Dubeque	Caught by a car wheel; foot crushed.
June	21	Robert Southern, carpenter	Waukon Junction	Struck by a lever; head cut and side bruised.
May	16	John McLachlin, laborer	Ferguson	Taken sick and died.
June	3	John Pendergast, laborer	Floyd	Fell off hand-car; lung and shoulder hurt.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	1			41	11	
Collisions				1	14	
Caught in frogs					4	
Coupling cars					59	
Falling from train					6	
Getting on and off trains		3			5	
Highway crossings		2		4		
Miscellaneous			1			6
Stealing rides		9	1	2	87	1
Trespassers on track			1			2
			4			1
Total	1	14	7	48	186	10

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	22
Number of persons injured during the year	244
Number of casualties purely accidental during the entire year? Train accidents purely accidental.	
Number resulting from lack of caution, carelessness, or misconduct? The majority of injuries, excepting those caused by derailment, were through carelessness or want of caution.	
Number of persons killed or injured while intoxicated	4
Number of trespassers on track killed or injured	5
Number of tramps or others stealing rides killed or injured	3
Suicides in Iowa	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Alexander Mitchell, Milwaukee.
Vice-President—Julius Wadsworth, New York.
Secretary—P. M. Myers, Milwaukee.
Treasurer—R. D. Jennings, Milwaukee.
General Manager—S. S. Merrill, Milwaukee.
General Superintendent—J. T. Clark, Milwaukee.
Assistant General Superintendent—C. H. Prior, Minneapolis.
Division Superintendents.—H. C. Atkins, Milwaukee; D. A. Olin, Racine; L. B. Rock, Milwaukee; C. W. Case, Minneapolis; G. W. Sanborn, Mason City; J. H. Jenkins, Dubuque; H. R. Williams, Minneapolis; F. D. Underwood, La Crosse; J. Jackson, Sioux City.
Chief Engineer—D. J. Whittemore, Milwaukee.
Superintendent of Telegraph—G. E. Simpson, Milwaukee.
Auditor—James P. Whaling, Milwaukee.
General Passenger Agent—A. V. H. Carpenter, Milwaukee.
Superintendent of Freight Traffic—Wm. G. Swan, Milwaukee.
General Freight Agent—Geo. Olds, Milwaukee.
Attorney—Jno. W. Cary, Milwaukee.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Alexander Mitchell, Milwaukee.
Julius Wadsworth, New York.
Selah Chamberlain, Cleveland.
Abraham R. Van Nest, New York.
Wm. Rockefeller, New York.
Hugh T. Dickey, Newport, Rhode Island.
Jno. Plankinton, Milwaukee.
Jeremiah Milbank, New York.
James T. Woodward, New York.
Peter Geddes, New York.
James Stillman, New York.
Sherburn S. Merrill, Milwaukee.
Jason C. Easton, Lanesboro, Minnesota.

Date of annual meeting of stockholders, June.
Fiscal year of company ends, December 31st.
General offices of the company are located at Milwaukee, Wisconsin.

STATE OF WISCONSIN, } ss.
COUNTY OF MILWAUKEE. }

S. S. Merrill, General Manager, and P. M. Myers, Secretary of the Chicago, Milwaukee & St. Paul Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) S. S. MERRILL,
General Manager.
[R. R. SEAL.] P. M. MYERS,
Secretary.

Subscribed and sworn to before me, this 21st day of September, A. D. 1882.
[L. S.] PHIL. WIBORG,
Notary Public, Milwaukee county, Wisconsin.

Received and filed in the office of the Commissioners of Railroads, this 22d day of September, A. D. 1882.
E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	Not fixed.
Amount of common stock issued	$ 38,000,805.97
Amount of preferred stock issued, and conditions of preferment	22,210,844.56
Preference, 7 per cent.	
Total amount paid in as per books of the company	$ 60,211,650.53

Amount of stock per mile of road	$ 21,325.48
Amount of stock representing the road in Iowa	9,105,776.70
Amount of stock held in Iowa	1,300.00
Total number of stockholders	1,495
Number of stockholders in Iowa	4

DEBT.

Funded debt as follows:

NAME OF BOND.	Issued.	Due.	INTEREST. Rate.	INTEREST. Payable.	Amount.
Preferred sinking fund	July 1, 1859	Aug. 1, 1885	7	Feb. and Aug.	$ 971,400
Funded coupon	Aug. 1, 1861	Nov. 1, 1883	7	May and Nov.	676,300
General 1st mortgage	July 1, 1859	Aug. 1, 1885	7	Feb. and Aug.	3,440,300
Appleton extension	Nov. 1, 1859	Aug. 1, 1885	7	Feb. and Aug.	116,000
Green Bay extension	April 1, 1862	Aug. 1, 1885	7	Feb. and Aug.	180,000
Galena & Chicago 1st	June 1, 1853	Feb. 1, 1882	7	Feb. and Aug.	22,000
Mississippi River Bridge	Jan. 1, 1864	Jan. 1, 1884	7	Jan. and July	153,000
Beloit & Madison	Jan. 1, 1863	Jan. 1, 1883	7	Jan. and July	188,000
Peninsula R. R.	July 1, 1863	Sept. 1, 1898	7	Mar. and Sept.	256,000
Consolidated sinking fund	Jan. 16, 1865	Feb. 1, 1915	7	Feb. and May / Aug. and Nov.	6,895,000
Madison extension, gold	April 1, 1871	April 1, 1911	7	April and Oct.	3,150,000
Menominee extension	June 1, 1871	June 1, 1911	7	June and Dec.	2,700,000
General consolidated, gold	Nov. 30, 1872	Dec. 1, 1902	7	June and Dec.	12,343,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929	6	April and Oct.	6,305,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929	5	April and Oct.	6,015,000
Chicago & Milwaukee R'y	July 1, 1863	July 1, 1898	7	Jan. and July	1,700,000
Menominee River R. R.	July 1, 1876	July 1, 1906	7	Jan. and July	400,000
Menominee River R. R., extension	Jan. 1, 1880	July 1, 1906	7	Jan. and July	160,000
Des Moines & Minneapolis	Feb. 1, 1879	July 1, 1899	7	Jan. and July	223,000
Des Moines & Minneapolis	Feb. 1, 1882	Feb. 1, 1907	7	Feb. and Aug.	377,000
W. & St. Peter, 1st mortgage	April 10, 1867	Jan. 1, 1887	7	Jan. and July	2,547,000
W. & St. Peter, 2d mortgage	Nov. 1, 1867	Nov. 1, 1907	7	May and Nov.	1,607,000
W. & St. Peter, extension, gold	Dec. 1, 1871	Dec. 1, 1916	7	June and Dec.	4,255,000
Minn. Valley R'y	Oct. 1, 1878	Oct. 1, 1908	7	April and Oct.	150,000
Rochester & North Minn. R'y	Sept. 1, 1878	Sept. 1, 1908	7	Mar. and Sept.	200,000
Plainview R. R.	Sept. 1, 1878	Sept. 1, 1908	7	Mar. and Sept.	100,000
Iowa Midland	Aug. 1, 1870	Oct. 1, 1900	8	April and Oct.	1,350,000
N. W. Union R'y	June 1, 1872	June 1, 1917	7	Mar. and Sept.	3,500,000
Chicago & Tomah	Sept. 1, 1880	Nov. 1, 1905	6	May and Nov.	1,528,000
Milwaukee & Madison	Sept. 1, 1880	Sept. 1, 1905	6	Mar. and Sept.	1,600,000
Chicago, Milwaukee & N. W.	May 1, 1882	Nov. 1, 1905	6	May and Nov.	450,000
Esc. & Lake Superior	July 1, 1881	July 1, 1901	6	Jan. and July	720,000
Dakota Central R'y	May 1, 1882	Sept. 1, 1907	6	Mar. and Sept.	665,000
		Total			$ 64,943,000

Total amount of funded debt	$ 64,943,000.00
Total amount of floating debt	4,620,306.63
Total amount of debt liabilities	$ 69,563,306.63

Amount of debt per mile of road	$24,396.94
Total amount of stock and debt	129,774,957.16
Amount of stock and debt per mile of road	45,722.42

COST OF ROAD AND EQUIPMENT.

Total cost road and equipment	$ 131,961,264.89

Average cost of road and equipment per mile (2,823.46 miles)	$ 46,737.43
Proportion of cost of road and equipment for Iowa	19,956,415.24
Average cost of road and equipment per mile in Iowa (426.99 miles)	46,737.43

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging		$ 182,151.01
Superstructure, including rails		3,621,949.42
Land, land damages, and fences		131,944.79
Passenger and freight stations, coal sheds and water stations, engine houses, car sheds, and turntables, machine shops, including machinery and tools		283,044.18
Engineering, during construction		149,894.11
Grading and other expenditures		2,386,983.62
Total for construction		$ 6,755,967.13

EQUIPMENT.

Locomotives, New snow plows, Passenger, mail, baggage, and express cars, Parlor, dining, and sleeping cars, Freight and other cars, Wrecking cars, pile drivers, and tools		
Total for equipment		$ 1,825,000.70
Total expenditures charged to property accounts		$ 8,580,967.83
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase		Nothing.
Net addition to property account for the year		$ 8,580,967.83

GENERAL EXHIBIT.

Total earnings		$ 23,421,732.00
Total expenses, including taxes		12,680,503.54
Net earnings		10,741,228.46
Rentals, specifying amount paid to each company:		
C., I. & N. R. R.	$ 514,609.73	
C., R. & M. R. R. R.	903,657.33	
Maple River R. R.	53,460.92	
D. M. & M. R. R.	51,792.45	
		1,523,520.43
Interest accruing during the year		4,020,858.61
Interest paid during the year		4,105,805.23
Sinking funds		98,120.00
Dividends declared 6½ per cent on common	$ 980,817.50	
Dividends declared 7¼ per cent on preferred	1,605,820.25	
		2,586,637.75
Balance for the year		2,512,091.67
Balance at commencement of the year	$ 8,196,944.13	
Less reduction of nominal assets	3,060,843.39	
		5,136,100.74
Balance at the close of the year, June 30, 1882		7,648,192.41
Income from other sources than earnings		
Total income from all sources for the year		$ 23,421,732.00

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 5,256,810.20
From express		365,002.04
From mails		411,805.19
Total earnings, passenger department		$ 6,033,617.43
Earnings per train mile run, 3,791,427 miles	$ 1.59.13	
Earnings, freight:		
Total earnings, freight department		17,195,225.80
Earnings per train mile run, 8,147,324 miles	$ 2.11.05	
Total transportation earnings		$ 23,228,843.23
Transportation earnings per train mile run, all trains earning revenue, 11,938,751 miles	$ 1.94.56	
Earnings per mile of road operated, 3,072.77 average miles	7,559.58	
Proportion of transportation earnings for Iowa (actual)	5,775,895.98	
Income from all other sources, miscellaneous earnings		192,888.77
Total income from all sources		$ 23,421,732.00
Actual income for Iowa		$ 5,789,431.57

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 1,569,704.70
Renewal of rails		585,361.99
No. tons laid, steel, 19,914.		
No. tons laid, iron, 373.		
Renewal of ties		292,810.37
No. laid, 949,942.		
Repairs of bridges, including culverts and cattle-guards		444,683.48
Repairs of fences, road-crossings, and signs		126,270.51
Repairs of buildings, stations, and water-tanks		492,036.54
Total		$ 3,510,867.59

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 828,160.59
Repairs of passenger cars		292,523.43
Repairs of freight cars		707,903.44
Total		$ 1,828,587.46

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 1,608,603.02
Water supply	78,999.82
Oil and waste	192,409.65
Locomotive service	1,199,846.68
Passenger train service	219,048.80
Passenger train supplies	37,621.48
Mileage of passenger cars (debit balance)	9,343.03
Freight train service	548,118.95
Freight train supplies	22,021.51
Mileage of freight cars (debit balance)	43,872.56
Telegraph expenses (maintenance and operating)	225,613.93
Damage and loss of freight and baggage	72,027.36
Damages to property and cattle	28,729.48
Personal injuries	98,853.68
Agents and station service	1,746,494.19
Station supplies	68,386.41
Total	$ 6,199,990.49

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 148,056.86
Legal expenses		63,927.97
Insurance		765.00
Stationery and printing		107,285.74
Outside agencies and advertising		175,078.18
Contingencies		110,243.92
Taxes in Iowa	$128,914.01	
Taxes in other States	406,786.32	
Total taxes		535,700.33
Total		$ 1,141,058.00

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 3,510,867.59
Maintenance of motive power and cars	1,828,587.46
Conducting transportation	6,199,990.49
General expenses, including taxes	1,141,058.00
Total operating expenses and taxes	12,680,503.54
Operating expenses and taxes per mile of road	$ 4,126.73
Operating expenses and taxes per train mile run, for trains earning revenue (11,938,751 miles)	1.06.21
Proportion of operating expenses and taxes for Iowa	3,270,684.07
Expenses of running and management of passenger trains.	Cannot be separated.
Expenses of running and management of passenger trains, per train mile.	
Expenses of running and management of freight trains.	
Expenses of running and management of freight trains, per train mile.	
Expenses of running and management of all trains earning revenue.	
Percentage of expenses and taxes to income	54.1

GENERAL RECAPITULATION.

Total income		$ 23,421,732.00
Total operating expenses and taxes		12,680,503.54
Net income above operating expenses and taxes		10,741,228.46
Net income above operating expenses, taxes, and interest, sinking funds, and rental, and dividends		2,512,091.67
Gross income per train mile run (11,938,751 miles)	$ 1.96.18	
Net income per train mile run (11,938,751 miles)	89.97	
Percentage of net income to stock and funded debt	8.58	
Percentage of net income to cost of road and equipment	8.14	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 8,196,944.13
Surplus at the close of the year	7,648,192.41
Cash	961,800.79
Real estate notes	200,000.00
Bills receivable	65,237.20
Cost of securities	37,219.31
The amount of its own stock or bonds owned by the company.	506,057.44
Amount absorbed in construction and equipment	2,186,307.73
Amount in material and balance from other roads	3,691,569.94

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of road and equipment	$131,961,264.89
Bonds owned by company	426,600.00
Cost of securities of sundry proprietary companies	37,219.31
Real estate contract	200,000.00
Stock owned by company	79,457.44
Cash	961,800.79
Bills receivable	65,237.20
Due from agents and companies	1,223,120.65
Material and supplies	2,468,449.29
Total	$137,423,149.57

CREDIT.

Capital stock	$ 60,211,650.53
Funded debt	64,943,000.00
Interest unpaid	531,184.65
Dividends unpaid	97,590.37
Notes payable	398,426.35
Vouchers and accounts	2,517,277.15
Other liabilities	1,075,828.11
Income account	7,648,192.41
Total	$137,423,149.57

DESCRIPTION OF ROAD.

MILES OF ROAD IN OPERATION JUNE 30, 1882.

FROM.	Total miles.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	Dakota.
Chicago to Ishpeming	427.93	70.80	.....	224.48	132.65	.....	.....
Branches to mines	39.80	.....	.....	.....	39.80	.....	.....
W. C. Shops to Montrose	5.20	5.20	.....	.....	.....	.....	.....
S. B. Junction to river	4.50	4.50	.....	.....	.....	.....	.....
Geneva to Batavia	3.20	3.20	.....	.....	.....	.....	.....
Kenosha to Rockford	72.10	44.60	.....	27.50	.....	.....	.....
Chicago to Freeport	121.00	121.00	.....	.....	.....	.....	.....
Belvidere to Winona	227.00	20.10	.....	206.90	.....	.....	.....
Chicago to Mississippi River	137.00	137.00	.....	.....	.....	.....	.....
Miss. River to Council Bluffs	354.00	.....	*354.00	.....	.....	.....	.....
Clinton to Lyons	2.60	.....	*2.60	.....	.....	.....	.....
Maple R. J. to Mapleton	60.15	.....	*60.15	.....	.....	.....	.....
Wall Lake to Sac City	12.76	.....	*12.76	.....	.....	.....	.....
Des Moines to Callanan	57.34	.....	*57.34	.....	.....	.....	.....
Chicago to Milwaukee	85.00	44.76	.....	40.24	.....	.....	.....
Milwaukee to Fon du Lac	62.63	.....	.....	62.63	.....	.....	.....
Milwaukee to Montford	140.88	.....	.....	140.88	.....	.....	.....
Galena to Woodman	76.84	10.25	.....	66.59	.....	.....	.....
Lancaster J. to Lancaster	12.04	.....	.....	12.04	.....	.....	.....
Platteville J. to Platteville	4.00	.....	.....	4.00	.....	.....	.....
Sheboygan to Princeton	78.40	.....	.....	78.40	.....	.....	.....
Elgin to Lake Geneva	45.04	36.34	.....	8.70	.....	.....	.....
Geneva to St. Charles	2.40	2.40	.....	.....	.....	.....	.....
Menominee River Junction to Crystal Falls	69.34	.....	.....	17.39	51.95	.....	.....
Janesville to Afton	6.10	.....	.....	6.10	.....	.....	.....
Stanwood to Tipton	8.50	.....	8.50	.....	.....	.....	.....
Clinton to Anamosa	70.97	.....	70.97	.....	.....	.....	.....
Boone to coal banks	3.25	.....	3.25	.....	.....	.....	.....
Carrol to Kirkman	34.81	.....	34.81	.....	.....	.....	.....
Manning to Audubon	17.00	.....	17.00	.....	.....	.....	.....
Winona to Watertown	322.98	.....	.....	.....	.....	288.50	34.48
Mankato J. to Mankato	3.75	.....	.....	.....	.....	3.75	.....
Sleepy Eye to Redwood F.	24.40	.....	.....	.....	.....	24.40	.....
Rochester to Zumbrota	24.48	.....	.....	.....	.....	24.48	.....
Eyota to Plainview	15.01	.....	.....	.....	.....	15.01	.....
Eyota to Chatfield	11.46	.....	.....	.....	.....	11.46	.....
Tracy to Dakota line	46.40	.....	.....	.....	.....	46.40	.....
Dakota line to Pierre	209.11	.....	.....	.....	.....	.....	209.11
Ordway J. to Ordway	87.48	.....	.....	.....	.....	.....	87.48
Watertown to Clark Center	31.00	.....	.....	.....	.....	.....	31.00
Tama to Elmore	164.31	.....	164.31	.....	.....	.....	.....
Jewell J. to D. M. & M. con.	1.75	.....	1.75	.....	.....	.....	.....
Eagle Grove to Sioux R.	68.10	.....	68.10	.....	.....	.....	.....
Jewell J. to Lake City	58.30	.....	58.30	.....	.....	.....	.....
Division	.....	500.15	913.84	895.85	224.40	414.00	362.07
Total	3,310.31						

* Leased.

Total length of road owned by company	2,823.46
Total length of road operated by this company	3,310.31
Total length of road operated by this company in Iowa	913.84
Aggregate length of sidings and other tracks not above enumerated	
Same in Iowa	106.02
Aggregate length of track, computed as single track, exclusive of sidings	
Same in Iowa	
Total length of steel rails in tracks in Iowa, exclusive of sidings	744.37
Total length of iron rails in tracks in Iowa, exclusive of sidings	169.47
Weights per yard, steel, 50 to 60 lbs.	
Weights per yard, iron, 50 to 60 lbs.	
Gauge of track	74.88 miles of 3 feet. 3,235.43 miles of 4 feet 8½ inches.

If any part of the road was opened for operation during the past year, state the date:

DATE.	FROM	Miles in Wisconsin.	Miles in Illinois.	Miles in Michigan.	Miles in Iowa.	Miles in Minnesota.	Miles in Dakota.	Total miles.
July 5, '81	Madison to Dodgeville	47.31	.....	.....	.....	.....	.....	47.31
Aug. 30, '81	Dodgeville to Montfort	16.36	.....	.....	.....	.....	.....	16.36
Feb. 1, '82	Milwaukee to Madison	77.21	.....	.....	.....	.....	.....	77.21
Sept. 11, '82	Eagle Grove to Algona	.....	.....	.....	33.71	.....	.....	33.71
Jan. 2, '82	Algona to Elmore	.....	.....	.....	32.36	.....	.....	32.36
Apr'l 17, '82	Stratford to Dayton	.....	.....	.....	9.13	.....	.....	9.13
Jan. 2, '82	Dayton to Gowrie	.....	.....	.....	11.42	.....	.....	11.42
Jan. 2, '82	Gowrie to Lake City	.....	.....	.....	22.72	.....	.....	22.72
Jan. 2, '82	Eagle Grove to Willow Glen (Bradgate)	.....	.....	.....	29.81	.....	.....	29.81
Apr'l 17, '82	Bradgate to Sioux Rapids	.....	.....	.....	38.29	.....	.....	38.29
June 20, '82	Jewell Junct. to D. M. & M. R. R. (connection)	.....	.....	.....	1.75	.....	.....	1.75
Oct. 14, '81	Carroll to Manning	.....	.....	.....	17.47	.....	.....	17.47
Dec. 29, '81	Manning to Kirkman	.....	.....	.....	17.34	.....	.....	17.34
May 22, '82	Manning to Audubon	.....	.....	.....	17.00	.....	.....	17.00
May 22, '82	Florence to Crystal Falls	4.49	.....	12.20	.....	.....	.....	16.69
July 31, '81	Ordway Ju. to Redfield	.....	.....	.....	.....	.....	36.26	36.26
Nov. 6, '81	Redfield to Ordway	.....	.....	.....	.....	.....	51.22	51.22
June 22, '82	Watertown to Clark Center	.....	.....	.....	.....	.....	31.00	31.00
	Total	145.37	.....	12.20	231.00	.....	118.48	507.05

Total miles of road operated by this company	3,310.31
Total miles road operated by this company in Iowa	913.84

STATIONS.

Number of stations on all roads owned by this company, at which there are agents	418
Same in Iowa, at which there are agents	54
Number of stations on all roads operated by this company, at which there are agents	496
Same in Iowa, at which there are agents	132
Number of telegraph offices in stations in Iowa	125

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	15,406
Same in Iowa	3,297
Amount paid employes, including officials, on all roads operated by this company	8,897,724.02
Same in Iowa	1,860,532.08

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	4	476
Combination bridges over 100 feet in length	21	3,051
Iron bridges over 100 feet in length	8	1,100
Wooden truss bridges under 100 feet in length	27	1,550
Combination bridges under 100 feet in length	6	481
Iron bridges under 100 feet in length	29	1,658
Wooden, trestle, and pile	1,291	104,190

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	3
Less than 20 feet opening	12

BOX CULVERTS IN IOWA.

Timber	560
Stone	90

CATTLE-GUARDS.

Number in Iowa	809

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.),	874,705
Amount of trestle work replaced with earth during the year (lineal feet)	220
Timber culverts replaced with stone	1
Timber culverts replaced with sewer pipe	0
Timber culverts replaced with timber	34

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length feet.
Clinton to Council Bluffs	Pile	Wood	Sept. 1881.	48
Des Moines Division	Pile	Wood,	Nov. 1881.	32
Between Halber and Kirkman	71 pile and trestle	Wood		4,672
Between Manning and Audubon	44 pile and trestle	Wood		2,880
Between Manning and Audubon	Truss	Wood		48
Between Thrall and Elmore	106 pile and trestle	Wood		7,350
Between Thrall and Elmore	2 truss	Wood		120
Between Thrall and Elmore	2 combination	Wood and iron		264
Between Stratford and Lake City	94 pile and trestle	Wood		6,684
Between Stratford and Lake City	4 truss	Iron		512
Between Stratford and Lake City	9 truss	Wood		552
Between Eagle Grove and Peterson	129 pile and trestle	Wood		11,583
Between Eagle Grove and Peterson	4 combination	Wood and iron		537
Between Eagle Grove and Peterson	5 truss	Wood		312
Total				35,594

ROAD-BED AND TRACK.

Number of track sections in Iowa	143
Average length of sections, miles	6.4
Average number of men in each section gang	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Clinton, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Lyons, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Delmar Junction, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Center Junction, Iowa.
Chicago, Milwaukee & St. Paul Railway, at De Witt, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Wheatland, Iowa.
Chicago, Milwaukee & St. Paul Railway at Tama, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Sheldahl, Iowa.
Chicago, Milwaukee & St. Paul Railway, at Council Bluffs, Iowa.
Burlington, Cedar Rapids & Northern Railway, at Cedar Rapids, Iowa.
Central Iowa Railway, at Marshalltown, Iowa.
Wabash, St. Louis & Pacific Railway, at Des Moines, Iowa.
Minneapolis & St. Louis Railway, at Ogden, Iowa.
Des Moines & Ft. Dodge Railroad, at Grand Junction, Iowa.
Des Moines, Adel & Western Railway, at Jefferson, Iowa.
Chicago, Burlington & Quincy, Railroad, at Council Bluffs, Iowa.
Chicago, Rock Island & Pacific Railway, at Council Bluffs, Iowa.
Central Iowa Railway, at Gifford, Iowa.
Des Moines & Ft. Dodge Railroad, at Gowrie, Iowa.
Burlington, Cedar Rapids & Northern Railway, near Thrall, Iowa.
Minneapolis & St. Louis Railway, near Whitman, Iowa.
Des Moines & Ft. Dodge Railroad, near Rubens, Iowa.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Center Junction (under).
Chicago, Milwaukee & St. Paul Railway, at Manning (over).
Chicago, Milwaukee & St. Paul Railway, at Algona (under).
St. Louis, Des Moines & Northern Railway, at Boone (over).
Minneapolis & St. Louis Railway, near Dayton (over).
Minneapolis & St. Louis Railway, near Dakota (under).

Number of highway crossings at grade	863
Number of highway crossings at which there are flagmen	6
Number of highway crossings over railroad	6
Number of highway crossings under railroad	15
Number of highway bridges 18 feet above track	6
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road	1,194
What is the average cost per rod? No data.	
How many miles of new fencing have you built during the year	113
Give the number of miles of fencing needed on both sides of your track in Iowa. No data; fence is built as fast as needed.	

ROLLING STOCK.

Number of locomotives	557
Number of passenger cars	235
Number of baggage, mail, and express cars	117
Number of parlor cars	7
Number of dining cars	6
Number of box freight cars	10,140
Number of stock cars	1,436
Number of platform and coal cars	2,499
Number of other cars	4,210
Total	18,650
Maximum weight of locomotives and tenders, tons	65
Average weight of locomotives and tenders, tons	52
Number of locomotives equipped with train brake	219
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	29
Average weight of passenger cars, tons	25
Number of cars equipped with train brake. All.	
Kind of brake, Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer. All.	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 39 tons; 275 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	3,791,427
Miles run by freight trains during the year	8,147,324
Miles run by switching trains during the year	3,899,736
Miles run by other trains during the year	1,542,638
Total train mileage	17,381,125

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains, about	5.23
Average weight of passenger trains, exclusive of passengers, tons, about	135
Average number of cars in freight trains, about	24.02
Average weight of freight trains, exclusive of freight, tons, about	264

PASSENGER TRAFFIC.

Total number of passengers carried	6,861,687
Total passenger mileage, or passengers carried one mile	209,195,786
Average distance traveled by each passenger, miles	27.85
Average amount received from each passenger, cents	69.98
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	½
Average rate of fare per mile for all passengers, cents	2.51

FREIGHT TRAFFIC.

Total tons of freight carried	8,161,383
Total freight mileage, or tons carried one mile	1,171,038,933
Average rate per ton per mile received for through freight	
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freight	1.47
Average rate per ton per mile received from freight to and from other roads, cents	
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	76,144,293
Number of miles run by loaded freight cars west and north	70,112,015
Number of miles run by empty freight cars east and south	20,703,019
Number of miles run by empty freight cars west and north	27,883,411
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	21.38
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	28.45

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	25
Rate of speed of freight trains, including stops, miles	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,168,322	14.32
Flour	187,314	2.30
Provisions (beef, pork, lard, etc.)	76,206	.93
Animals	326,741	4.00
Other agricultural products	120,023	1.47
Lumber and forest products	1,170,759	14.35
Coal	679,152	8.32
Plaster, lime, and cement	43,341	.53
Salt	47,221	.58
Petroleum and oil	28,770	.35
Iron, steel, and castings	428,974	5.26
Stone and brick	152,126	1.86
Manufactures—articles shipped from point of production	299,698	3.67
Merchandise, and other articles not enumerated above	3,432,766	42.06
Total tons carried	8,161,383	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS FORWARDED.	PER CENT.
Grain	359,862	33.39
Flour	7,380	.68
Provisions (beef, pork, lard, etc.)	16,630	1.54
Animals	131,765	12.22
Other agricultural products	24,721	2.29
Lumber and forest products	209,798	19.49
Coal	149,366	13.86
Plaster, lime, and cement	8,478	.78
Salt	1,452	.14
Petroleum	2,132	.19
Iron, steel, and castings	4,638	.43
Stone and brick	26,133	2.42
Manufactures—articles shipped from point of production	17,345	1.61
Merchandise, and other articles not enumerated above	117,988	10.96
Total tons carried	1,077,688	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT CLINTON, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound number of tons	502,311
East bound number of tons	706,964
Total tons	1,209,275

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company and United States Express Company. For terms and conditions as to rates, see statement attached. The express companies have no care of machinery, or repairs of cars. They do a miscellaneous business, restricted to lighter articles, properly belonging to express business. The express companies deliver their freight into this company's cars.

Express Contracts, June 30, 1882.

ROUTE.	Rate per diem on limited tonnage—whole route.	Limit of pounds to be carried each day whole length of route at regular per diem rates.	Rate per 100 pounds carried whole length of route to be paid on excess of tonnage.	Tonnage per week of six days.	Tonnage per week of seven days.
AMERICAN EXPRESS CO.					
Chicago to Council Bluffs	$ 275.00	10,000	$ 1.50	60,000	70,000
Chicago to Freeport	90.00	12,000	.50	72,000	84,000
Chicago to Ishpeming	275.00	10,000	1.50	60,000	70,000
(Fish $1 per 100 pounds)					
Chicago to Winona	135.00	10,000	1.05	60,000	70,000
Kenosha to Rockford	5.07	1,000	.60	6,000	7,000
Elgin to Lake Geneva	5.00	2,000	.25	12,000	14,000
Milwaukee to Montfort and Galena to Woodman	30.00	3,000	1.00	18,000	21,000
Winona to Watertown and Branches	75.00	5,000	1.50	30,000	35,000
Clinton to Anamosa	6.25	1,000	.30	6,000	7,000
Stanwood to Tipton	2.00	500	.....	3,000	3,500
Des Moines to Callanan	10.00	2,000	.35	12,000	14,000
Tama to Elmore and branches	20.00	2,000	1.00	12,000	14,000
Maple River Junction to Mapleton and branches	6.25	1,000	.30	6,000	7,000
*Carroll to Kirkman and branches					
†Sheboygan to Princeton					
UNITED STATES EXPRESS CO.					
Chicago to Milwaukee	66.66	17,000	.40	102,000	119,000

* $50 per month.
† 56 cents per 100 pounds transported whole length of route.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the lines of this company, paying regular rates and receiving mileage. The freight is carried in cars furnished by such transportation companies (excepting consignments less than a car load). Their freight has no preference over other freight of like class.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Anderson Refrigerator Company, Chicago, Ill	$ 241.22
Arnot, Elmira, N. Y.	18.30
American Refrigerator Company, St. Louis, Mo.	138.05
Ames Coal Transportation Company, Chicago, Ill.	61.61
Chicago & Wil. Coal Company, Chicago, Ill.	417.68
Carp River Iron Company, Marquette, Mich.	258.86
Continental Oil Company, Cleveland, Ohio	261.04
Eureka Coal Company, Chicago, Ill.	128.00
Ellsworth Coal Company, Chicago, Ill.	70.21
Fish Bros. & Company, Racine, Wis.	269.83
Fox River Iron Company, West Depere, Wis.	227.12
Menasha Wooden Ware Company, Menasha, Wis.	436.53
Northwestern Fuel Company, St. Paul, Minn.	358.91
Pullman Palace Car Company, Chicago, Ill.	14,021.82
Richardson Bros., Sheboygan Falls, Wis.	22.29
Rend, W. P. & Company, Chicago, Ill.	259.42
Ramsey & Jones, Appleton, Wis.	64.05
Tiffany Refrigerator Company, Chicago, Ill.	28.57
Watson Coal & Mining Company, Chicago, Ill	15.71
W. C. M. & M. Company, Chicago, Ill.	3.43
Total	$ 17,302.65

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars are run owned by the Pullman Palace Car Co., who make their own regular charges therefor. Dining cars owned by this company are run, on which the charges are 75 cents per meal. Parlor cars owned by this company are run on which the charges are: for 50 miles and under, 25 cents; for 85 miles and over 50 miles, 35 cents; for 110 miles, and over 85 miles, 50 cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangements by which these cars run on your road, the terms, and who receives the earnings. Pullman Palace Car Co., $14,-021.82.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Compensation for mail service is not permanently fixed. Service is ordered "subject to the rules and regulations of the Department," and amount paid is dependent on the weight of mail carried over such route.

What amount have you paid for receiving and delivering mail to and from stations on your road? Not kept.

TELEGRAPH.

How many miles of telegraph are owned by your company? This company owns no telegraph exclusively, but owns certain wires or rights in all lines.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? All owned or controlled by the Western Union Telegraph Co.; about 3,310 miles.

LANDS—CONGRESSIONAL GRANT.

None in the State of Iowa.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 6	John O'Neill, foreman	Moingona	Bridge fell; in a flood.
July 6	Amos Olmsted, fireman	Moingona	Bridge fell; in a flood.
July 6	Patrick Donohin, section foreman	Moingona	Bridge fell; in a flood.
August 9	Patrick Callington, citizen	Lyons	Climbing on car.
August 24	Ross King, citizen	Clinton	Fell from freight car.
September 2	Thos. Roworth, brakeman	Watkins	Fell from cars.
September 7	Geo. Weingort, brakeman	Glidden	Coupling.
September 13	Unknown, stranger	Quarry	Stealing ride; fell.
September 21	S. A. Hutton, brakeman	Maple River Junction	Coupling.
October 4	Philip Fruch, laborer	State Center	Lying on track.
October 15	Mrs. Isabella Brewster, passenger	Cedar Rapids	Jumped from moving train.
October 24	M. Keene, carpenter	Dakota City	Collision with dummy.
October 24	A. B. Chillman, carpenter	Dakota City	Collision with dummy.
November 7	M. Strukel, laborer	Lyons	Jumped from one car to another.
November 12	E. Holden, brakeman	Stratford	Uncoupling.
November 20	Wm. Sullivan, switchman	Clinton	Coupling.
November 24	G Johnson, citizen	Ogden	Passing between cars.
November 18	Mrs. E. Needham, citizen	Moingona	Walking on track.
December 3	W. E. Corbitt, brakeman	Tama	Uncoupling.
December 10	Pat. Garrity, farmer	Logan	Crawling over bridge.
1882.			
January 17	S. D. Dinsmore, brakeman	Missouri Valley	Coupling.
January 31	John C. O'Brien, brakeman	Wheatland	Fell under wheels.
February 13	G. G. Edgar, brakeman	Ogden	Uncoupling.
February 25	W. C. Boydston, brakeman	Moingona	Coupling.
March 13	James Hanson, laborer	Sioux Rapids	Fell from car.
March 20	F. J. Becker, switchman	Council Bluffs	Coupling.
March 17	Dan'l Dulison, stranger	New Jefferson	Jumping on train.
March 17	Jas. Cowan, stranger	Cedar Rapids	Lying on track.
April 10	Edwin V. Grundy, switchman	Clinton	Uncoupling.
April 15	V. A. Brimmann, brakeman	Tama	Fell between cars.
April 15	Geo. Carelon, tramp	Cedar Rapids	Fell under wheels.
April 21	Irving Newton, brakeman	Tama	Uncoupling.
April 26	A. Schrader, fireman	Colo	Fell from engine.
May 17	Wm. Helm, brakeman	Dakota City	Fell from train.
May 29	Ferdinand Nasal, boy	Clinton	Attempt to jump on train.
June 29	Thos. McCoy, brakeman	Sioux Rapids	Fell from train.
June 30	Unknown	Crescent	Fell from train.
June 13	Jas. Ruse, brakeman	Sioux Rapids	Wreck; by flood.

INJURED.

1881.			
July 6	Edward G. Wood, engineer	Moingona	Bridge fell; in a flood; leg bruised.
July 27	John O'Brien, conductor	Clinton	Coupling; hand bruised.
July 23	Wm. Miller, boy	Branan	Jumping on train; foot crushed.
July 23	F. M. Moss, brakeman	Cedar Rapids	Coupling; arm crushed.
August 18	S. D. Gregory, passenger	Boone	Collision; arm broken.
August 31	C. S. Davis, brakeman	Boone	Coupling; bruised.
August 19	O. F. Culbertson, brakeman	Marshalltown	Fell from ladder; rupture.
October 9	Ellis Turner, brakeman	Whitton	Coupling; fingers crushed.
October 20	Alfred Conat, brakeman	Boone River	Coupling; fingers crushed.
October 18	W. K. Harlin, brakeman	Conrad	Coupling; fingers crushed.
November 11	R. Lee, brakeman	Grand Junction	Fell from train; collar-bone broken.
December 2	Jas. Harvey, brakeman	Sac City	Caught by projecting lumber; ribs broken.
December 10	John Raymond, brakeman	Algona	Coupling; leg off.
December 10	Jas. Payton, brakeman	Moingona	Uncoupling; bruised.
December 13	John Mahoney, switchman	Jewell Junction	Run over; arm lost.
December 23	Frank Butler, brakeman	Wall Lake	Coupling; fingers crushed.
December 20	B. Caswell, brakeman	Tama	Coupling; fingers crushed.
1882.			
January 19	Lewis Hatfield, brakeman	Cedar Rapids	Fell from ladder; arm broken.
February 2	W. F. Dunn, brakeman	Colo	Fell from cars; leg broken.
February 6	Alex. Vandentice, brakeman	Ames	Jumped from cars; ankle sprained.
February 9	Herman Ketiles, boy	Clinton	Playing on track; leg crushed.
February 19	Walter Crane, brakeman	Luzerne	Struck coal-shed; bruised.
February 17	Albert Jones, teamster	Cedar Rapids	Crossing track; slightly bruised.
March 14	Thos. Larkin, mechanic	Cedar Rapids	Repairing cars; internal injuries.
April 13	Geo. Snook, brakeman	Laurens	Coupling; fingers crushed.
May 25	Thos. Tileming, boy	Cedar Rapids	Playing on track; foot crushed.
April 25	John Brink, citizen	Carroll	Crossing track; bruised.
May 27	Ed. Morrison, citizen	Gifford	Attempt to jump on train; leg crushed.
May 22	Jas. Spence, laborer	Dover City	Fell under hand-car; bruised.
May 10	Jas. Kennedy, laborer	Clinton	Crossing track; bruised.
June 2	Mrs. Mary A. Simons, citizen	Council Bluffs	Walking on track; bruised.
June 14	E. E. Bartlett, brakeman	Marshalltown	Fell from train; bruised.
June 21	E. A. Lovell, switchman	Eagle Grove	Coupling; fingers crushed.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	1	....	....	....	....
Collisions	....	....	....	1	....	....
Caught in frogs	....	1	....	....	....	....
Coupling cars	....	10	....	....	14	....
Falling from trains	....	7	2	....	5	1
Getting on and off trains	1	....	3	....	1	....
Highway crossings	....	....	....	....	....	3
Miscellaneous	....	3	2	....	2	....
Overhead obstructions	....	....	....	....	....	....
Stealing rides	....	....	1	....	....	....
Trespassers on track	....	....	7	....	....	3
Total	1	23	15	1	22	10

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	38
Number of persons injured during the year	33
Number of casualties purely accidental during the entire year	8
Number resulting from lack of caution, carelessness, or misconduct	52
Number of persons killed or injured while intoxicated	0
Number of trespassers on track killed or injured	10
Number of tramps or others stealing rides killed or injured	1
Suicides in Iowa	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Albert Keep, Chicago, Illinois.
Vice-President—M. L. Sykes, New York, N. Y.
Secretary—M. L. Sykes, New York, N. Y.
Treasurer—M. L. Sykes, New York, N. Y.
General Manager—Marvin Hughitt, Chicago, Ill.
General Superintendent—J. D. Layng, Chicago, Ill.
Division Superintendents—J. M. Whitman, Clinton, Iowa.
H. G. Burt, Eagle Grove, Iowa.
Curtis A. Swineford, Baraboo, Wis.
Wm. B. Linsley, Escanaba, Mich.
Chas. D. Gorham, Chicago, Ill.
Chas. Murray, Chicago, Ill.
S. Sanborn, Winona, Minn.
T. J. Nicholl, Huron, Dakota.
Chief Engineer—E. H. Johnson, Chicago, Ill.
Superintendent of Telegraph—G. H. Thayer, Chicago, Ill.
Auditor—J. B. Redfield, Chicago, Ill.
General Passenger Agent—W. H. Stennett, Chicago, Ill.
General Freight Agent—C. G. Eddy, Chicago, Ill.
Attorney—B. C. Cook, Chicago, Ill.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

A. G. Dulman, New York, N. Y.
Augustus Schell, New York, N. Y.
Chauncy M. Depew, New York, N. Y.
Samuel F. Barger, New York, N. Y.
Albert Keep, Chicago, Ill.
M. L. Sykes, New York, N. Y.
M. Hughitt, Chicago, Ill.
David Dows, New York, N. Y.
Sidney Dillon, New York, N. Y.
D. O. Mills, New York, N. Y.
John M. Burke, New York, N. Y.
Wm. L. Scott, Erie, Pa.
C. J. Osborn, New York, N. Y.
Jay Gould, New York, N. Y.
R. P. Flower, New York, N. Y.
Anson Stager, Chicago, Ill.
Fred. W. Vanderbilt, New York, N. Y.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends May 31st.
General offices of the company are located at Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Albert Keep, President, and J. B. Redfield, Auditor of the Chicago & Northwestern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) ALBERT KEEP.
J. B. REDFIELD.

[R. R. SEAL.]

Subscribed and sworn to before me, this 31st day of August, A. D. 1882.
A. W. HARD,
Notary Public.

[L. S.]

Received and filed in the office of the Commissioners of Railroads, this 1st day of September, A. D. 1882.
E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, IOWA & NEBRASKA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

The Chicago, Iowa & Nebraska Railroad is under lease to, and is operated by, the Chicago & Northwestern Railway Company.

CAPITAL STOCK.

Amount authorized by articles of association		$ 15,000,000.00
Amount issued, number of shares, 39,162; amount paid in		3,916,200.00
Amount of common stock issued		3,916,200.00
Total amount paid in as per books of the company		3,916,200.00
Amount of stock per mile of road	$ 47,851.90	
Amount of stock representing the road in Iowa	3,916,200.00	
Amount of stock held in Iowa	241,400.00	
Total number of stockholders	445	
Number of stockholders in Iowa	8	

DEBT.

Funded debt as follows:

Second mortgage bonds extended, rate of interest five per cent		$ 117,000.00
Interest paid on same during the year	$ 9,075	
Third mortgage bonds due August 15, 1894, rate of interest seven per cent		211,500.00
Interest paid on same during the year	15,032.50	
Total amount of funded debt		$ 328,500.00
Floating debt, see balance sheet.		
Total amount of floating debt		49,724.26

Contingent liability as guarantor of bonds or debts of other roads.

Should the earnings of the Maple River Railroad be insufficient to meet the coupons upon its bonds, this company is under obligation to contribute to such deficiency, and should the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad Company, west of Wisner, Nebraska, be insufficient to meet the interest on such extensions, this company is also under obligation to contribute to the deficiency in connection with the companies owning the line from Chicago to Council Bluffs, in proportion to the earnings of the contributing lines, derived from such extensions.

Total amount of debt liabilities		$ 378,224.26
Amount of debt per mile of road	$ 4,621.51	
Total amount of stock and debt	4,294,424.26	
Amount of stock and debt per mile of road	52,473.41	

COST OF ROAD AND EQUIPMENT.

Land, land damages, and fences in settlement of right of way claim	$ 449.79
Total expended for construction	4,662,572.29

GENERAL EXHIBIT.

Total earnings, less $4,310.65, accrued interest and rents		$ 731,899.76
Total expenses, including taxes, abatement of rental under temporary agreement, and contributions to connecting roads.		266,439.52
Net earnings		$ 465,460.24
Interest accruing during the year	$ 26,930.00	
Less coupons July 1, 1881, in last report	7,050.00	
Interest charged out of income during the year	$ 19,880.00	
Coupons due July 1, 1882	3,775.00	
Interest paid on floating debt, accrued interest on bonds bought	1,546.11	
Dividends declared, eight per cent	313,296.00	
		338,497.11
Balance for the year		$ 126,963.13
Balance at commencement of the year		566,261.48
Balance at the close of the year, June 30, 1882		$ 693,224.61
Income from other sources than earnings, including interest on loans and rental of real estate		4,310.65
Total balance from all sources to credit of income account		$ 697,535.26

GENERAL RECAPITULATION.

Total income		$ 736,210.41
Total expenses and taxes, including abatement of rental and contributions to connecting roads		266,439.52
Net income above expenses and taxes		$ 469,770.89
Net income above expenses, taxes, interest, and rental		441,294.78
Percentage of net income to stock and debt		10.27

SURPLUS.

Surplus at the commencement of the year, to credit of income account	$ 566,261.48
Surplus at the close of the year	697,535.26
The amount invested in railroad stocks	61,260.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares: Sioux City & Pacific Railway Company, $100 par value.	
This company has for many years past employed its surplus mainly in the retirement of its bonds.	
The amount of its own stock or bonds owned by the company	47,000.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction account	$ 4,662,572.29
Sioux City & Pacific Railroad stock account	61,260.00
Sioux City & Pacific Railroad coupons account	36,855.00
Bonds of this company in reserve:	
Second mortgage	29,000.00
Third mortgage	18,000.00
Bills receivable	17,600.00
Chicago & Northwestern Railway Company	48,386.20
Missouri River bridge	* 250.00
Cash:	
In hands of treasurer	108,968.29
In hands of assistant treasurer	629.89
Office buildidg	8,437.85
Total	$ 4,991,959.52

CREDIT.

Capital stock	$ 3,916,200.00
Funded debt:	
Second mortgage bonds	117,000.00
Third mortgage bonds	211,500.00
Unfunded debt:	
Bills payable	47,500.00
Coupons unpaid, including July 1, 1882	1,271.50
Dividends unpaid	238.64
Vouchers and accounts	714.12
Income account	697,535.26
Total	$ 4,991,959.52

DESCRIPTION OF ROAD.

Length main line of road from Clinton to Cedar Rapids, Iowa, miles	81.84
Length main line of road in Iowa	81.84
Total length of road belonging to this company	81.84
Total length of steel rails in tracks in Iowa, exclusive of sidings	81.84
Gauge of track	4 ft. 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Clinton, Iowa.
Vice-President—*John Bertram, Salem, Massachusetts.
Secretary—J. Van Deventer, Clinton, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Clinton, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.

*Deceased, March 22 1882.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
S. C. Bever, Cedar Rapids, Iowa.
Jas. B. Curwen, Salem, Massachusetts.
B. A. G. Fuller, Boston, Massachusetts.
Wm. T. Glidden, Boston, Massachusetts.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Massachusetts.
S. Lothrop Thorndike, Boston, Massachusetts.
J. Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, Tuesday next preceding the third Wednesday in May.
Fiscal year of company ends, March 31.
General offices of the company are located at Clinton, Iowa.

STATE OF IOWA, } ss.
COUNTY OF CLINTON. }

J. Van Deventer, Secretary of the Chicago, Iowa & Nebraska Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) J. VAN DEVENTER,
[S. L. OF R. R.] *Secretary.*

Subscribed and sworn to before me, this 1st day of September, A. D. 1882.
[L. S.] R. C. A. FLOURNOY,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 2d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MISSOURI RIVER RAILROAD CO.,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by vote of the company		$ 7,620,000.00
Amount issued, number of shares, 76,200; amount paid in		7,620,000.00
Amount of common stock issued		6,850,400.00
Amount of preferred stock issued, and conditions of preferment		769,600.00
Interest 7 per cent per annum, payable semi-annually February and August 1st, and secured by second mortgage on main line between Cedar Rapids and Boone, and on branch line between Clinton and Lyons, Iowa.		
Total amount paid in as per books of the company		$ 7,620,000.00
Amount of stock per mile of road	$ 27,809.20	
Amount of stock representing the road in Iowa.	7,620,000.00	
Amount of stock held in Iowa	105,300.00	
Total number of stockholders	545	
Number of stockholders in Iowa	28	

DEBT.

Funded debt as follows:		
First mortgage bonds due August 1, 1891, rate of interest 7 per cent	$	700,000.00
First mortgage bonds due August 1, 1894, rate of interest, 7 per cent		582,000.00
Interest paid during the year		
First mortgage bonds due May 1, 1916, rate of interest 7 per cent		2,332,000.00
Total amount of funded debt		3,614,000.00
Total amount of floating debt		100,534.78
Contingent liability as guarantor] of bonds or debts of other roads:		
Should the earnings of the Maple River Railroad Company be insufficient to meet the coupons upon its bonds, this company is under obligations to contribute to such deficiency. The amount of such contribution, if any, cannot be determined at this time.		
This company in connection with the companies owning the line from Chicago to Fremont, Nebraska, via C. & N. W. Railway and S. C. & P. R. R. has agreed to contribute an amount necessary in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley R. R. west of Wisner, Nebraska, to meet the interest on the bonds of such extensions issued for the actual cost thereof, in proportion to the earnings of the contributing lines derived from such extensions.		
Total amount of debt liabilities		3,714,534.78
Amount of debt per mile of road	$ 13,556.20	
Total amount of stock and debt	11,334,534.78	
Amount of stock and debt per mile of road	41,365.40	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$	11,459,491.59
Average cost of construction per mile of road (274.01 miles)	$	41,821.44
Proportion of cost of construction for Iowa		11,459,491.59

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR IN IOWA.

Superstructure, including rails, gratuity paid C. & N. W. R'y Co., on steel rails laid	$	27,730.52
Total for construction		27,730.52
Total expenditures charged to property accounts	$	27,730.52
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Expenses incurred for right of way; refunded		449.79
Net addition to property account for the year	$	27,280.73

GENERAL EXHIBIT.

Total income	$	907,320.03
Total expenses, including taxes		8,056.38
Net income		899,263.65
Paid on account of business from other roads		58,027.62
Interest accruing during the year		253,332.22
Interest paid during the year		
Interest on funded debt		252,980.00
Interest paid on funded debt		
Interest on floating debt		352.22
Interest paid on floating debt		
Dividends declared (6 per cent) common stock		411,024.00
Dividends declared (7 per cent) preferred stock		53,872.00
Balance for the year—surplus		123,007.81
Balance at commencement of the year—surplus		663,608.08
Balance at the close of the year, June 30, 1882—surplus		786,615.89
Total income from all sources for the year	$	907,320.03

ANALYSIS OF INCOME.

Rental under lease	$	903,657.33
Interest on loans		3,662.70
Total income from all sources	$	907,320.03
Proportion of income for Iowa	$	907,320.03

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$	4,365.04
General expenses and clerk hire		3,380.42
Stationery and printing		310.92
Total	$	8,056.38

GENERAL RECAPITULATION.

Total income	$	907,320.03
Total expenses and taxes		8,056.38
Net income above expenses and taxes		899,263.65
Net income above expenses, taxes, and drawback		841,236.03
Net income above expenses, taxes, interest, and drawback		587,903.81
Percentage of net income to stock and debt		7.42
Percentage of net income to cost of road		7.34

SURPLUS.

Surplus at the commencement of the year	$	663,608.08
Surplus at the close of the year		786,615.89
The amount invested in railroad stocks		204,285.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:		
Sioux City & Pacific Railroad Company, 13,619 shares, par value, $100 per share.		
Amount in hands of treasurer and assistant treasurer		185,932.66
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:		
Invested in office building		11,493.18
Invested in coupons of Sioux City & Pacific Railroad Co		30,840.00
Amount absorbed in construction		225,491.59
Amount in balances from other roads		229,108.24
	$	887,150.67
Deduct unfunded indebtedness		100,534.78
	$	786,615.89

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction account	$	11,459,491.59
Office building		11,493.18
Stock of Sioux City & Pacific Railroad Company		204,285.00
Coupons of Sioux City & Pacific Railroad Company		30,840.00
Cash		185,932.66
Due from companies		229,108.24
Total	$	12,121,150.67

CREDIT.

Capital stock	$	7,620,000.00
Funded debt		3,614,000.00
Floating debt:		
Interest unpaid		93,045.02
Dividends unpaid		110.81
Accounts payable		7,378.95
Profit and loss balance		786,615.89
Total	$	12,121,150.67

DESCRIPTION OF ROAD.

Length main line of road from Cedar Rapids to Missouri River, Iowa, miles	271.60
Length main line of road in Iowa	271.60
Branches owned by this company:	
Lyons branch, Clinton to Lyons, Iowa, single track, miles	2.41
Total length of branches owned by this company, miles	2.41
Total length of branches owned by this company in Iowa, miles	2.41
Total length of road belonging to this company, miles	274.01
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	274.01
Weight per yard, steel 60 pounds.	
Gauge of track	4 ft. 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Wm. T. Glidden, Boston, Massachusetts.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Oliver Ames, North Easton, Massachusetts.
Fred. L. Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
James Blair, Scranton, Pennsylvania.
Isaac T. Burr, Boston, Massachusetts.
F. Gordon Dexter, Boston, Massachusetts.
B. A. G. Fuller, Boston, Massachusetts.
Wm. T. Glidden, Boston, Massachusetts.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Massachusetts.
S. Lothrop Thorndike, Boston, Massachusetts.
Charles E. Vail, Blairstown, New Jersey.
James Van Deventer, Clinton Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor, of the Cedar Rapids & Missouri River Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) P. E. HALL,
HENRY V. FERGUSON.

[L. S. OF R. R.]

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

[L. S.] CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & MINNEAPOLIS RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$3,500,000.00	
Amount issued, number of shares 9,063; amount paid in		$ 906,300.00
Amount of common stock issued		906,300.00
Total amount paid in as per books of the company		906,300.00
Amount of stock per mile of road	$ 15,805.72	
Amount of stock representing the road in Iowa. All.		
Amount of stock held in Iowa	400.00	
Total number of stockholders	13	
Number of stockholders in Iowa	4	

DEBT.

Funded debt as follows:

First mortgage bonds due July 1, 1899; rate of interest, seven per cent	$ 223,000.00
Interest paid on same during the year	
Mortgage bonds due February 1, 1907; rate of interest, seven per cent	377,000.00
Interest paid on same during the year	
Total amount of funded debt	$ 600,000.00

NOTE.—This $600,000 is also reported by Chicago & Northwestern Railway Company as part of its funded debt.

Total amount of floating debt	7,805.00
Total amount of debt liabilities	$ 607,805.00
Amount of debt per mile of road	$ 10,600.02
Total amount of stock and debt	1,514,105.00
Amount of stock and debt per mile of road	26,405.74

TOTAL COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment	$ 1,418,850.25
Average cost of road and equipment per mile (57.34 miles)	$ 24,744.51
Proportion of cost of road and equipment for Iowa. All.	
Average cost of road and equipment per mile in Iowa (57.34 miles)	24,744.51

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

For change of gauge, and for additional facilities, etc	$ 592,621.97
Total expenditures charged to property accounts	$ 592,621.97
Net addition to property account for the year	$ 592,621.97

GENERAL EXHIBIT.

Total earnings, rental		$ 76,733.85
Total expenses, including taxes (paid by lessee)		76,733.85
Net earnings		34,131.88
Interest accruing during the year		
Interest paid during the year		34,131.88
Interest on funded debt		
Interest paid on funded debt		42,601.97
Balance for the year		
Total income from all sources for the year		$ 76,733.85

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of road and equipment	$ 1,418,850.25
Due from agents and companies	146,299.87
Interest on bonds	34,131.88
Total	$ 1,599,282.00

CREDIT.

Common stock	$ 906,300.00
Stock liabilities	2,533.27
First mortgage bonds	223,000.00
Mortgage bonds	377,000.00
Accrued interest on bonds	7,805.00
Rental	82,643.73
Total	$ 1,599,282.00

DESCRIPTION OF ROAD.

Length main line of road	57.34
Total length of road belonging to this company	57.34
Total length of steel rails in tracks in Iowa, exclusive of sidings	57.34
Gauge of track	4 feet 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Marvin Hughitt, Chicago, Illinois.
Vice-President—Albert Keep, Chicago, Illinois.
Secretary—J. B. Redfield, Chicago, Illinois.
Treasurer—M. M. Kirkman, Chicago, Illinois.
General Superintendent—J. M. Whitman, Clinton, Iowa.
Assistant Treasurer—J. M. Whitman, Clinton, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Marvin Hughitt, Chicago, Illinois.
Albert Keep, Chicago, Illinois.
J. D. Layng, Chicago, Illinois.
M. M. Kirkman, Chicago, Illinois.
B. C. Cook, Chicago, Illinois.
Chas. E. Simmons, Chicago, Illinois.
J. B. Redfield, Chicago, Illinois.

Date of annual meeting of stockholders, third Thursday in May.
Fiscal year of company ends.
General offices of the company are located at Des Moines, Iowa.

NOTE.—The operation of this company's road is included in the report made by the C. & N. W. R'y Co., operating the road under lease.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Albert Keep, Vice-President, and J. B. Redfield, Secretary of the Des Moines & Minneapolis Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)
[L. S. OF R. R.] ALBERT KEEP.
J. B. REDFIELD.

Subscribed and sworn to before me, this 31st day of August, A. D. 1882.
[L. S.] A. W. HARD,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 1st day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MAPLE RIVER RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 1,000,000.00	
Amount issued, number of shares, 6,580; amount paid in		658,000.00
Amount of common stock issued		658,000.00
Capital stock now outstanding		592,200.00
Total amount paid in as per books of the company		$ 658,000.00

Amount of stock per mile of road	$ 8,122.34	
Amount of stock representing the road in Iowa		592,200.00
Amount of stock held in Iowa		158,600.00
Total number of stockholders		136
Number of stockholders in Iowa		7

DEBT.

Funded debt as follows:		
First mortgage bonds due July 1, 1897; rate of interest, seven per cent		$ 444,500.00
Interest paid on same during the year		
First mortgage bonds due October 1, 1899; rate of interest, six per cent		77,000.00
Interest paid on same during the year		
Total amount of funded debt		$ 521,500.00
Total amount of floating debt		82,320.39
Total amount of debt liabilities		$ 603,820.39

Amount of debt per mile of road	$ 8,281.72	
Total amount of stock and debt		1,196,020.39
Amount of stock and debt per mile of road		16,404.06

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

Total expended for construction of completed road		$ 1,121,537.31
Total advanced account of uncompleted road		43,814.86
Total		$ 1,165,352.17
Average cost of construction of completed road, per mile of road (72.91 miles.)	$ 15,382.48	
Proportion of cost of construction for Iowa	1,165,352.17	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Amount advanced on account of extension of Sac City branch	$ 43,814.86
Total expenditures charged to property accounts	$ 43,814.86

GENERAL EXHIBIT.

Total income	$ 91,590.76
Total expenses, including taxes	831.75
Net income	90,759.01
Interest accruing during the year	38,906.09
Interest paid during the year	
Interest on funded debt	35,735.00
Interest paid on funded debt	
Interest on floating debt	3,171.09
Interest paid on floating debt	
Dividends declared (4 per cent)	23,688.00
Balance for the year, surplus	28,164.92
Balance at the commencement of the year, surplus	84,618.76
Balance at the close of the year, June 30, 1882, surplus	112,783.68
Total income from all sources for the year	$ 91,590.76

ANALYSIS OF INCOME.

Rental for use of road		$ 53,460.92
From other roads for business furnished		95,924.84
From interest		7,588.40
From donations in aid of construction		1,016.00
Total income from all sources		$ 91,590.76
Proportion of income for Iowa	$ 91,590.76	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$ 512.50
General expenses	237.25
Stationery and printing	82.00
Total	$ 831.75

GENERAL RECAPITULATION.

Total income	$ 91,590.76
Total expenses and taxes	831.75
Net income above expenses and taxes	$ 90,759.01
Net income above expenses, taxes, and interest	51,852.92
Percentage of net income to stock and debt	7.59
Percentage of net income to cost of road	7.79

SURPLUS.

Surplus at the commencement of the year	$ 84,618.76
Surplus at the close of the year	112,783.68
Amount in hands of treasurer and assistant treasurer	18,156.71
The amount of its own bonds owned by the company	119,000.00
Amount absorbed in construction	51,652.17
Amount in balances from other roads and bills receivable	6,295.19
Total	$ 195,104.07
Deduct unfunded indebtedness	82,320.39
Total	$ 112,783.68

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$ 1,165,352.17
Bonds of this company	119,000.00
Cash	18,156.71
Bills receivable	390.00
Due from companies	5,905.19
Total	$ 1,308,804.07

CREDIT.

Capital stock	$ 592,200.00
Funded debt	521,500.00
Floating debt—	
Interest unpaid	52.50
Bills payable	46,000.00
Vouchers and accounts	36,267.89
Profit and loss, balance	112,783.68
Total	$ 1,308,804.07

DESCRIPTION OF ROAD.

Length main line of road from Maple River Junction to Mapleton, Iowa	60.15
Length main line of road in Iowa	60.15
Branches owned by this company:	
Sac City Branch (single track)	12.76
Wall Lake to Sac City.	
Total length of branches owned by this company in Iowa	12.76
Total length of road belonging to this company	72.91
Total length of iron rails in tracks in Iowa, exclusive of sidings	72.91

Weights per yard, iron, 56 pounds.
Gauge of track, 4 feet 8½ inches.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Fred. L. Ames, Boston, Massachusetts.
Secretary—Henry V. Ferguson, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.
Attorneys—E. S. Bailey, Clinton, Iowa, N. D. Parkhurst, Cedar Rapids, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
J. Van Deventer, Clinton, Iowa.
William T. Glidden, Boston, Massachusetts.
David P. Kimball, Boston, Massachusetts.
Charles E. Vail, Blairstown, New Jersey.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends March 31st.
General offices of the company located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN, } ss.

Henry V. Ferguson, Secretary of the Maple River Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) HENRY V. FERGUSON.

[R. R. SEAL.]

Subscribed and sworn to before me, this 8th day of Setember, A. D. 1882.

CHAS. H. CLARK,
Notary Public.

[L. S.]

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ROCK ISLAND & PACIFIC

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 50,000,000.00	
Amount authorized by vote of the company	41,960,000.00	
Amount issued, number of shares, 419,600; amount paid in		$ 41,960,000.00
Amount of common stock issued		41,960,000.00
Total amount paid in as per books of the company		41,960,000.00
Amount of stock per mile of road	$ 37,182.10	
Amount of stock representing the road in Iowa.	28,184,031.80	
Amount of stock held in Iowa	153,200.00	
Total number of stockholders	2,143	
Number of stockholders in Iowa	20	

DEBT.

Funded debt as follows:		
*First mortgage bonds due 1917, rate of interest 6 per cent.		$ 12,500,000.00
Interest paid on same during the year	$ 600,000.00	
C. & S. W. bonds due 1899, rate of interest 7 per cent		5,000,000.00
Interest paid on same during the year	$ 350,000.00	
Total amount of funded debt		$ 17,500,000.00

Contingent liability as guarantor of bonds or debts of other roads. None.

NOTE.—This company leases the Keokuk & Des Moines Railroad, paying as rental a percentage of gross earnings, and guarantees that the rental shall amount to a sum equal to 5 per cent on $2,750,000.00 bonded indebtedness.

Total amount of debt liabilities		$ 17,500,000.00
Amount of debt per mile of road	$ 15,507.31	
Total amount of stock and debt	59,460,000.00	
Amount of stock and debt per mile of road	52,689.41	

*$2,500,000.00 in company's treasury.

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Construction of road and branches		$ 50,404,108.83
Total expended for construction		$ 50,404,108.83
Average cost of construction per mile of road (1,117.19 miles)	$ 45,116.86	
Proportion of cost of construction for Iowa. No data.		
Total for equipment		$ 7,015,777.08
Average cost of equipment per mile of road operated by company (1,380.42 miles..)	$ 5,082.35	
Total cost of road and equipment		$ 57,419,885.91
Average cost of road and equipment per mile owned (1,117.19 miles)	$ 51,396.70	
Proportion of cost of road and equipment for Iowa (estimated by Commissioners)	39,030,653.98	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry		$ 42,584.28
Bridging		44,866.02
Superstructure, including rails		75,143.23
Land, land damages, and fences		24,218.52
Passenger and freight stations, coal sheds, and water stations.		82,343.17
Engine houses, car sheds, turntables, machine shops, including machinery and tools		11,626.16
Engineering, agencies, salaries, and other expenses during construction		8,979.87
Reducing grade and ballasting track		57,618.32
Construction—branch roads		116,924.75
New grain elevator, Chicago		161,075.45
Double track extension		330,183.73
Total for construction		$ 955,563.50

EQUIPMENT.

Locomotives, number	17	
Passenger, mail, baggage, and express cars	26	
Parlor, dining, and sleeping cars	3	$ 313,493.63
Freight and other cars	294	
Total for equipment		313,493.63
Total expenditures charged to property account		$ 1,269,057.13
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase. No addition.		
Net addition to property account for the year		$ 1,269,057.13

GENERAL EXHIBIT.

Total earnings		$ 12,932,682.45
Total expenses including taxes		7,608,303.70
Net earnings		5,324,378.75
Rentals, specifying amount paid to each company:		
Peoria & Bureau Valley Railroad Company	$ 125,000.00	
Keokuk & Des Moines	165,025.26	
Hannibal & St. Joseph	37,568.28	
Missouri River bridge tolls	125,317.12	452,910.66
Interest accruing during the year		950,000.00
Interest paid during the year		950,000.00
Interest on funded debt		950,000.00
Interest paid on funded debt		950,000.00
Dividends declared (7 per cent)		2,937,186.00
Balance for the year		984,282.09
Balance at commencement of the year		9,521.67
Balance at the close of the year, June 30, 1882		993,803.76
Income from other sources than earnings, land sales		670,000.00
Total income from all sources for the year		$ 13,602,682.45

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 1,986,218.36	
From through passengers	947,478.64	
From all passengers		$ 2,933,697.00
From express and baggage		165,018.75
From mails		218,823.98
From other sources, passenger department		110,741.99
Total earnings, passenger department		$ 3,428,281.72
Earnings per train mile run (2,108,263 miles)	$ 1.62	
Earnings, freight:		
From local	$ 4,979,863.68	
From through	4,148,477.96	
Total earnings, freight department		9,128,341.64
Earnings per train mile run (5,295,925 miles)	$1.72	
Total transportation earnings		$ 12,556,623.36
Earnings per train mile run, from all trains earning revenue (7,404,188 miles)	$1.69	
Earnings per mile of road operated (1,380.42 miles)	$ 9,096.23	
Proportion of transportation earnings for Iowa		7,533,974.02
Rents received for use of road, stations, etc		147,750.89
Car mileage (credit balances)		101,021.67
Income from all other sources:		
Exchange, interest, and discount	$ 114,214.97	
Telegraph earnings	13,071.56	
		127,286.53
Total income from all sources		$ 12,832,682.45
Proportion of income for Iowa	$ 7,759,609.47	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 970,041.71
Renewal of rails		325,533.48
No. tons laid, steel, 11,449 tons.		
No. tons laid, iron, none.		
Renewal of ties		252,166.75
No. laid, 692,766.		
Repairs of bridges, including culverts and cattle-guards		253,230.14
Repairs of fences, road-crossings, and signs		51,880.64
Repairs of buildings, stations, and water-tanks		254,233.13
Total		$ 2,107,085.85

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 397,013.45
Repairs of passenger cars		108,268.18
Repairs of freight cars		602,929.72
Total		$ 1,108,211.35

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 693,418.08
Water supply		61,263.78
Oil and waste		53,275.81
Locomotive service		647,735.58
Passenger train service		127,100.33
Passenger train supplies		22,417.59
Mileage of passenger cars (debit balance)		4,106.67
Dining car expenses		80,677.34
Freight train service		289,230.02
Freight train supplies		41,616.67
Mileage of freight cars (debit balance)		168,182.04
Telegraph expenses (maintenance and operating)		117,916.20
Damage and loss of freight and baggage		9,392.15
Damage to property and cattle		41,815.80
Personal injuries		62,681.54
Agents and station service		848,243.17
Station supplies		91,314.49
Total		$ 3,410,387.26

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 186,452.65
Legal expenses		38,969.62
Stationery and printing		58,867.09
Outside agencies and advertising		275,225.86
Contingencies		91,251.11
Taxes in Iowa	$ 162,629.16	
Taxes in other States	169,223.75	
Total taxes		331,852.91
Total		$ 982,619.24

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 2,107,085.85
Maintenance of motive power and cars	1,108,211.35
Conducting transportation	3,410,387.26
General expenses, including taxes	982,619.24
Total operating expenses and taxes	$ 7,608,303.70
Operating expenses and taxes per mile of road	$ 5,511.27
Operating expenses and taxes per train mile run, for trains earning revenue (7,404,188 miles)	1.02
Proportion of operating expenses and taxes for Iowa	4,528,499.63
Expenses of running and management of passenger trains	920,804.56
Expenses of running and management of passenger trains, per train mile, cents	43.7
Expenses of running and management of freight trains	2,489,582.70
Expenses of running and management of freight trains, per train mile, cents	47
Expenses of running and management of all trains earning revenue	3,410,387.26
Percentage of expenses to income	58.8

GENERAL RECAPITULATION.

Total income	$ 12,932,682.45
Total operating expenses and taxes	7,608,303.70
Net income above operating expenses and taxes	5,324,378.75
Net income above operating expenses, taxes, interest, and rental	3,921,468.09
Gross income per train mile run (9,900,584 miles)	$ 1.31
Net income per train mile run (9,900,584 miles)	.40
Percentage of net income to stock and debt	6.6
Percentage of net income to cost of road and equipment	6.9
Are charges for transportation of company's supplies included in the earnings as reported for your road? No.	

SURPLUS.

Surplus at the commencement of the year	$ 9,521.67
Surplus at the close of the year, including receipts for land	1,663,803.76
The amount invested in railroad stocks and bonds	2,542,497.97
The amount of its own stock or bonds owned by the company	2,500,000.00
Amount absorbed in construction and equipment	1,269,057.13
Apparent surplus	$ 394,746.63

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, MARCH 31, 1882.

DEBIT.

Cost of road and equipment, including all branch roads owned by this company	$ 56,871,850.90
Cost of railroad bridge at Rock Island	758,526.10
Capital stock and bonds of connecting roads	2,542,497.97
Six per cent Chicago, Rock Island & Pacific Railroad bonds	2,500,000.00
Loans payable on demand and cash in New York	1,156,838.40
Due from Post-office Department	49,998.00
Stock of material, fuel, etc., on hand	212,498.00
Cash and balances due from other roads in the hands of local treasurer, Chicago	166,788.08
Total	$ 64,258,998.26

CREDIT.

Capital stock fixed, $ 50,000,000.00: amount issued		$ 41,959,800.00
Fractional scrip outstanding, convertible into stock		200.00
Six per cent mortgage coupon bonds	$ 7,270,000.00	
Six per cent mortgage registered bonds	5,230,000.00	
		12,500,000.00
Chicago & Southwestern bonds, guaranteed		5,000,000.00
Addition and improvement account		4,500,000.00
Suspense account		8,913.37
Profit balance of income account		290,084.89
Total		$ 64,258,998.26

DESCRIPTION OF ROAD.

Length main line of road from Chicago to Council Bluffs, Iowa, miles	500.45
Length main line of road in Iowa, miles	318.25
Length main line of road in Illinois, miles	182.20
Length of double track on main line	125
Same in Iowa	4
Branches owned by this company:	
South Englewood to South Chicago	7.51
Wilton to Knoxville	128.18
Washington to Leavenworth	272.38
Atlantic to Audubon	24.54
Des Moines to Indianola and Winterset	48.24
Avoca to Harlan	11.84
Newton to Monroe	17
Atlantic to Griswold	14.71
Mt. Zion to Keosauqua	4.50
Menlo to Guthrie Center	14.58
Avoca to Carson	17.61
Atchison Junction to Winthrop	29.08
Davenport to Muscatine	26.57
Total length of branches owned by this company, miles	616.44
Total length of branches owned by this company in Iowa	437.15
Total length of branches owned by this company in Illinois	7.51
Total length of branches owned by this company in Missouri	170.08
Total length of branches owned by this company in Kansas	2
Total length of road belonging to this company	1,117.19
Aggregate length of sidings and other tracks not above enumerated, miles	251.92
Same in Iowa	139.42
Aggregate length of track, computed as single track, exclusive of sidings	1,242.19
Same in Iowa	759.40
Total length of steel rails in tracks in Iowa, exclusive of sidings (including leased lines)	592.00
Total length of iron rails in tracks in Iowa, exclusive of sidings (including leased lines,) miles	325.60
Weights per yard, steel, 60 pounds.	
Weights per yard, iron, 56 to 60 pounds.	
Gauge of track	4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Bureau, Ill., to Peoria, Ill., miles	46.72
Des Moines, Iowa, to Keokuk, Iowa	162.20
Cameron, Mo., to Kansas City, Mo. (lease of right to run trains over H. & St. Jo. Railroad)	54.31
Total length of above roads	263.23
Total length of above roads in Iowa	162.20
Total length of above roads in Illinois	46.72
Total length of above roads in Missouri	54.31
If any part of the road was first opened for operation during the past year, state the date. Davenport to Muscatine, November 6, 1881.	
Total miles of road operated by this company	1,380.42
Total miles road operated by this company in Iowa	917.60

STATIONS.

Number of stations on all roads owned by this company	186
Same in Iowa	113
Number of stations on all roads operated by this company	222
Same in Iowa	143
Number of telegraph offices in stations in Iowa	83

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	8,627
Same in Iowa	5,176
Amount paid employes, including officials, on all roads operated by this company (per month), average	$ 340,717.36
Same in Iowa (per month), average	204,430.42

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	34	5,011
Combination bridges over 100 feet in length	19	2,765
Iron bridges over 100 feet in length	47	5,524
Wooden truss bridges under 100 feet in length	113	7,045
Combination bridges under 100 feet in length	3	205
Iron bridges under 100 feet in length	14	1,257
Wooden trestle and pile	1,650	107,325
Iron trestle	5	984

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	28	532
Less than 20 feet opening	144	1,217

BOX CULVERTS IN IOWA.

Timber	235	940
Stone	107	428

CATTLE-GUARDS.

Number of in Iowa	1,683	11,781

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		1,372,821
Amount of trestle work replaced with earth during the year (lineal feet)		516
Timber culverts replaced with stone	2	12
Timber culverts replaced with sewer pipe	16	38
Timber culverts replaced with timber	15	60

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length, feet and inches.
Fillmore Street, Davenport	Double track girder.	Iron	Aug., 1881	87, 10
Telegraph R'd, Davenport	Double track girder.	Iron	Aug., 1881	47
Malden Lane, Iowa City	Double track girder.	Iron	Aug., 1881	48
Capital Street, Iowa City	Single track girder	Iron	Oct., 1881	74
Iowa River Iowa City	Single iron span	Two spans iron		309
Iowa River, Iowa City	Single iron span	One span iron		152
Iowa River, Iowa City	Iron trestle	Panels, 30 ft., 8 in.		276
Iowa River, Iowa City	Iron trestle	Panels, 27 ft., 9 in.		138, 9
397 Middle River, Casey	Iron span, single track		Feb., 1882	110
400 Middle River, Casey	Iron span, single track		Feb., 1882	110
442 Nishnabotna River, Atlantic	Single track	Iron span	Feb., 1882	110
Total (all on masonry)				1,412, 9

Give the average number of years the trestle and pile bridges last on your road in Iowa	9¼
Give the average number of years that wooden truss bridges last on your road in Iowa	9⅓

ROAD-BED AND TRACK.

Number of track sections in Iowa	161
Average length of sections, miles	5.73
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	345,526
Average number of new ties per mile of road	308.9
New rails laid in track during the year in Iowa—steel 8,168 tons, miles	84⅓
Total track laid with new rails during the year in Iowa, miles.	84½
What is the average number of years that iron rails last in your track on main line in Iowa	7
What is the average number of years that iron rails last in your track on branches in Iowa	8
What is the average number of years that steel rails last in your track on main line in Iowa	12½
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Burlington, Cedar Rapids & Northern R. R., at West Liberty.
Burlington, Cedar Rapids & Northern R. R., at Columbus Junction.
Wabash, St. Louis & Pacific R. R., at Des Moines (two times).
Wabash, St. Louis & Pacific R. R., at Harvey.
Wabash, St. Louis & Pacific R. R., at Belknap.
Wabash, St. Louis & Pacific R. R., at Centerville.
Wabash, St. Louis & Pacific R. R., at Council Bluffs.
Des Moines, Osceola & Southern R. R., at Lothrop.
Chicago, Milwaukee & St. Paul R. R., at Neola.
Chicago, Milwaukee & St. Paul R. R., at Council Bluffs.
Chicago & Northwestern R. R., at Council Bluffs.
St. Louis, Keokuk & Northwestern R. R., at Keokuk.
Central Iowa R. R., at Grinnell and Givin.
Des Moines & Fort Dodge R. R., at Des Moines.
Des Moines & Fort Dodge R. R., at Valley Junction.
Chicago, Burlington & Quincy R. R., at Des Moines.
Chicago, Burlington & Quincy R. R., at Indianola.
Chicago, Burlington & Quincy R. R., at Fairfield.
Chicago, Burlington & Quincy R. R., at Council Bluffs.
Chicago, Burlington & Quincy R'y, at Ottumwa.
Keokuk & Des Moines (Branch) R. R., at Eldon.
Keokuk & Des Moines (Branch) R. R., at Knoxville Junction.
Chicago, Burlington & Kansas City R. R., at Farmington.

What railroads cross your road, either over or under, and at what locality?

Central Iowa R. R., at Oskaloosa.
Chicago, Milwaukee & St. Paul R. R., at Davenport.
Burlington & Northwestern R. R., at Brighton.
Burlington, Cedar Rapids & Northern R. R., at Iowa City.

Number of highway crossings at grade	923
Number of highway crossings at which there are flagmen	19
Number of highway crossings over railroad	24
Number of highway crossings under railroad	20
Number of highway bridges 18 feet above track	24
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road, miles	1,239.75
What is the average cost per rod. No data.	
How many miles of new fencing have been built during the year (renewed)	81½
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Mahaska county, miles	14.30
In Marion county	27.25
In Lee county	.80
In Van Buren county	8.60
In Wapello county	5.50
In Jasper county	20.05
In Polk county	17.10
Total miles	93.60

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives	18	289	307
Number of passenger cars	11	111	122
Number of baggage, mail, and express cars	6	41	47
Number of parlor and sleeping cars (3 Horton chair cars, 17 sleeping cars, in 15 of which we own half interest)	2	18	20
Number of dining cars		6	6
Officers' car, 1; pay car, 1		2	2
Number of box freight cars	218	4,236	4,454
Number of stock cars	98	985	1,083
Number of platform and coal cars	131	1,694	1,825
Number of other cars, including caboose	84	739	823
Total			8,382
Maximum weight of locomotives and tenders, tons			67
Average weight of locomotives and tenders			47
Number of locomotives equipped with train brake			61
Kind of brake, automatic air brake.			
Maximum weight of passenger cars, tons			23
Maximum weight of sleeping cars			32
Average weight of passenger cars			19
Number of cars equipped with train brake			185
Kind of brake, automatic air brake.			
Number of passenger cars equipped with Miller platform and buffer			185
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 36 tons			240

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	2,108,263
Miles run by freight trains during the year	5,295,925
Miles run by switching trains during the year	1,709,276
Miles run by other trains during the year	787,120
Total train mileage	9,900,584

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	6
Average weight of passenger trains, exclusive of passengers, tons	160
Average number of cars in freight trains	21
Average weight of freight trains, exclusive of freight, tons	220

PASSENGER TRAFFIC.

Number of through passengers carried	147,149
Number of local passengers carried	1,872,233
Number of special ticket passengers carried	709,488
Total number of passengers carried	2,728,870
Total passenger mileage, or passengers carried one mile	124,651,878
Average distance traveled by each passenger, miles	45.68
Average amount received from each passenger	$ 1.12.2
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2.46

FREIGHT TRAFFIC.

Number of tons of through freight carried	1,332,689
Number of tons of local freight carried	1,997,091
Total tons of freight carried	3,329,780
Total mileage of through freight, tons carried one mile	364,461,838
Total mileage of local freight, tons carried one mile	367,898,218
Total freight mileage, or tons carried one mile	732,360,056
Average rate per ton per mile received for through freight; cts.	1.13
Average rate per ton per mile received for local freight, cts	1.35
Average rate per ton per mile received for all freight, cts	1.24
Average rate per ton per mile received from freight to and from other roads, cents	1.02
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road)	14.92

CAR MILEAGE.

Number of miles run by loaded freight cars east	36,778,951
Number of miles run by loaded freight cars west	40,028,064
Number of miles run by empty freight cars east	11,925,477
Number of miles run by empty freight cars west	9,248,409
Percentage of empty freight cars hauled east to all freight cars hauled east	24.48
Percentage of empty freight cars hauled west to all freight cars hauled west	18.77

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22 to 25
Rate of speed of freight trains, including stops, miles per hour.	10 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	755,399	22.98
Flour	54,700	1.64
Provisions (beef, pork, lard, etc.)	29,309	.88
Animals	296,987	8.93
Other agricultural products	42,039	1.26
Lumber and forest products	428,787	12.87
Coal	390,203	11.42
Plaster, lime, and cement	51,063	1.53
Salt	32,965	.99
Petroleum and oil	24,725	.75
Iron, steel, and castings	33,342	1.00
Stone and brick	125,227	3.76
Manufactures—articles shipped from point of production	37,360	1.12
Merchandise, and other articles not enumerated above	1,027,674	30.87
Total tons carried	3,329,780	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	590,991	23.27
Flour	43,708	1.74
Provisions (beef, pork, lard, etc)	21,348	.84
Animals	227,452	8.95
Other agricultural products	33,054	1.30
Lumber and forest products	327,950	12.92
Coal	295,530	11.63
Plaster, lime, and cement	37,935	1.49
Salt	24,335	.95
Petroleum	18,753	.73
Iron, steel, and castings	25,423	1.00
Stone and brick	95,585	3.78
Manufactures—articles shipped from point of production	13,487	.55
Merchandise, and other articles not enumerated above	783,406	30.85
Total tons carried	2,538,957	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DAVENPORT, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound, number of tons	960,437
East bound, number of tons	937,383
Total tons	1,897,820

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company do the usual express business, loading and unloading their own freight in the cars furnished by the railway company, and paying a rate equal to double first-class freight rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all "Color Lines" (so called) are run on this road, but have no preference in speed or rates over freight in this company's cars. No contracts.

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping cars are run by Pullman Palace Car Company; rates, $2 per double berth. Dining cars are run by railway company; rates, seventy-five cents per meal.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The Pullman Palace Car Company have purchased half interest in the sleeping cars formerly owned by this company, and the net earnings, after paying current expenses are divided equally between the Pullman and railway companies.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Total compensation last year for entire road, $203,344.23. No contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? $2,522.36 per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company 1,381 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	550,193.51
State the number of acres yet to inure to your company from congressional grants. Uncertain, but small.	
State the average price at which these lands have been sold or contracted by the company. About $8.25 per acre.	
State the number of acres sold	502,406.86
State the amount received from sales	$ 2,733,080.59
State the amount unpaid on outstanding contracts	1,590,955.00
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	3,404,022.88
State the amount expended in sale and management of lands	230,161.49
State the amount of taxes paid on lands	576,552.78
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	2,597,308.61

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 8	D. Kelley, citizen	Nobleton	Drunk on track.
July 15	Jas. Boys, citizen	Ottumwa	Walking on track; deaf and dumb.
August 19	W. Condon, brakeman	Clio	Stepped between two moving cars.
August 22	F. Fulton, passenger	Brooklyn	Pushed from flat car by a fellow passenger.
September 7	Jas. Kane, citizen	Des Moines	Walking on track; signalled to get off.
September 14	D. Linn, passenger	Muscatine	Getting off moving train.
September 19	H. Watts, watchman	Booneville	Crossing bridge ahead of train.
September 28	J. Galland, car repairer	Iowa City	Repairing car on track, and failed to place a proper signal.
September 29	Jas. Mahan, citizen	Iowa City	Boarding a moving train.
October 11	C. Birchard, brakeman	Atlantic	Coupling; foot caught in frog.
November 11	M. Duffy, section man	Anita	Collision of hand-car and train.
November 28	Wm. Cross, citizen	Pella	Drunk; walking on track.
December 7	N. Lune, section man	Brighton	Fell from hand-car.
December 10	Chas Taylor, brakeman	Casey	Fell from platform of coach.
December 20	John Moran, citizen	Marengo	Boy; playing on moving car.
December 20	John H. Guy, brakeman	Mt. Zion	Slipped from top of freight car while in motion.
December 27	Wm. Rumsey, brakeman	Grinnell	Fell from top of moving train.
1882.			
January 12	Wm. Murphy, citizen	Atalissa	Stealing a ride on moving train.
January 23	A. Kinger, citizen	Victor	Stealing a ride on moving train.
March 1	Wm. Mannagh, citizen	Tiffin	Drunk; walking on track.
March 17	J. W. Smiley, citizen	Des Moines	Stealing a ride on moving train.
March 21	Wm. Edwards, laborer	Delta	Quarrying rock; did not get out of way when warned.
March 23	W. J. Phillips, brakeman	Council Bluffs	Coupling cars; accidental.
March 25	C. Yerson, citizen	Moscow	Asleep on the track.
April 1	D. Sullivan, citizen	Oxford	Asleep on the track; drunk.
April 6	J. Berry, laborer	Brighton	Supposed to have fallen from a train.
April 19	C. C. Cook, laborer	Des Moines	Crossing track ahead of train.
May 1	Jas. Orr, citizen	Fairfield	Suicide.
May 9	—— O'Reilly, tramp	Davenport	Boarding a moving train.
May 11	—— Downs, lunatic	Glen Park	Run over by train; facing it.
May 15	M. Carney, citizen	Ottumwa	Walking on track.
May 20	J. C. McClusky, brakeman	Van Meter	Fell from platform of baggage car.
May 23	Jas. Kuntz, brakeman	Iowa City	Fell from bridge.
May 31	M. Huffman, laborer	Council Bluffs	Jumped from moving hand-car.
June 17	M. W. Deigran, conductor	Grinnell	Train wrecked by cyclone.
June 17	W. H. Fry, brakeman	Grinnell	Train wrecked by cyclone.

INJURED.

1881.				
July	17	C. Jones, citizen	Moscow	Boarding moving train; loss of right leg; carelessness.
July	31	O. Dezatell, citizen	Eldon	Boarding moving engine; loss of left foot; carelessness.
August	26	D. Patterson, laborer	Eldon	Fell from moving construction train; left leg broken; accidental.
October	10	F. Seller, citizen	Weston	Boarding moving train; lost left arm; carelessness.
November	1	H. Lafrantz, citizen	West Liberty	Crossing track ahead of engine; right leg broken; carelessness.
1882.				
March	16	P. Preston, brakeman	Avoca	Coupling car; loss of right hand; accidental.
April	22	A. Oaks, engineman	Adair	Boarding moving engine; loss of right leg; carelessness.
June	9	B. J. Foley, car repairer	Des Moines	At work under a car which was suddenly moved; loss of left leg; accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	2	....	....	....	....
Collisions	....	1	....	....	....	....
Caught in frogs	....	1	....	....	....	....
Coupling cars	....	1	....	....	1	....
Falling from trains	1	6	....	....	1	....
Getting on and off trains	1	1	2	....	1	3
Highway crossings	..	1	....	....	....	1
Miscellaneous	....	6	....	....	1	....
Overhead obstructions	....	....	....	....	....	....
Stealing rides	....	....	4	....	....	....
Trespassers on track	....	....	10	....	....	....
Total	2	18	16	....	4	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	36
Number of persons injured during the year	8
Number of casualities purely accidental during the entire year	13
Number resulting from lack of caution, carelessness, or misconduct	23
Number of persons killed while intoxicated	4
Number of trespassers on track killed or injured	10
Number of tramps or others stealing rides killed or injured	6
Suicides in Iowa	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Hugh Riddle, Chicago.
Vice-Presidents—David Dows, New York. Ransom R. Cable, Chicago.
Secretary and Treasurer—F. H. Tows, New York.
Local Treasurer—W. G. Purdy, Chicago.
General Manager—R. R. Cable, Chicago.
General Superintendent—A. Kimball, Davenport, Iowa.
Division Superintendents—R. H. Chamberlain, Chicago. H. F. Royce, Des Moines, Iowa. G. F. Walker, Trenton, Missouri. John Givin, Keokuk, Iowa.
Freight Traffic Manager—J. T. Sanford, Chicago.
Superintendent of Telegraph—A. R. Swift, Chicago.
Auditor—C. F. Jilson, Chicago.
General Ticket and Passenger Agent—E. St. John, Chicago.
General Freight Agent—W. M. Sage, Chicago.
Attorney—T. F. Withrow, Chicago.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

David Dows, New York.
Francis H. Tows, New York.
A. G. Dulman, New York.
Jas. R. Cowing, New York.
Sidney Dillon, New York.
Jay Gould, New York.
R. P. Flower, New York.
Benj. Brewster, New York.
H. R. Bishop, New York.
Hugh Riddle, Chicago.
H. H. Porter, Chicago.
R. R. Cable, Rock Island, Illinois.
Geo. G. Wright, Des Moines, Iowa.

Date of annual meeting of stockholders, first Wednesday in June.
Fiscal year of company ends, March 31st.
General offices of the company are located at Chicago.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Hugh Riddle, President, and W. G. Purdy, of the Chicago, Rock Island & Pacific Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) HUGH RIDDLE.
W. G. PURDY.

Subscribed and sworn to before me, this 19th day of September, A. D. 1882.
JAMES C. HUTCHINS,
Notary Public.

[L. S.]

Received and filed in the office of the Commissioners of Railroads, this 20th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 50,000,000.00	
Amount issued, number of shares	amount paid in	
Amount of common stock issued		18,573,233.33
Amount of preferred stock issued, and conditions of preferment, 7 per cent		10,759,933.33
Total amount paid in as per books of the company		$ 29,333,166.66

Amount of stock per mile of road owned	$ 29,275.49
Amount of stock representing the road in Iowa	2,250,114.46
Amount of stock held in Iowa	None.
Total number of stockholders, common	576
Total number of stockholders, preferred	693
Number of stockholders in Iowa. None.	

DEBT.

Funded debt as follows:

First mortgage bonds, C., St. P. & M. R'y, due May 1, 1918, rate of interest, 6 per cent		$ 3,000,000.00
Interest paid on same during the year	$ 180,150.00	
First mortgage bonds, North Wisconsin R'y, due January 1, 1930, rate of interest, 6 per cent		800,000.00
Interest paid on same during the year	$ 48,060.00	
First mortgage bonds, H. & Riv. F. R. R., due July 1, 1908, rate of interest, 8 per cent		125,000.00
Interest paid on same during the year	$ 14,760.00	
First mortgage bonds, St. P. & S. C. R. R., due April 1, 1919, rate of interest, 6 per cent		6,080,000.00
Interest paid on same during the year	$ 362,430.00	
First mortgage bonds, St. P., S. & T. F. R. R., due January 1, 1908, rate of interest, 7 per cent		334,800.00
Interest paid during the year	$ 22,704.50	
Consolidated mortgage bonds and scrip, C., St. P., M. & O. R'y, due June 1, 1930, rate of interest 6 per cent		9,088,562.50
Interest paid during the year	$ 482,550.00	
St. Paul depot grounds bonds, St. P., S. & T. F. R. R. due October, 1903, rate of interest, 10 per cent		30,000.00
Land grant and income bonds, and scrip, C., St. P. & M. R'y, due May 1, 1898, rate of interest, 6 per cent		88,312.50
Total amount of funded debt		$ 19,546,675.00

Interest paid on same		1,110,654.50
Floating debt (see balance sheet.)		
Contingent liability as guarantor of bonds or debts of other roads:		
Bonds of Minneapolis Eastern Railway Co	$ 75,000.	
Total amount of debt liabilities		$ 19,546,675.00

Amount of debt per mile of road	$ 19,508.24	
Total amount of stock and debt	48,879,841.66	
Amount of stock and debt per mile of road	48,783.73	

COST OF ROAD AND EQUIPMENT.

*Cost of road and equipment not kept separate.

Total cost of road and equipment	$ 44,051,512.99

Average cost of road and equipment per mile (1,001.97 miles)	$	43,964.90
Proportion of cost of road and equipment for Iowa on basis of mileage (76.86 miles)		3,379,142.21
Average cost of road and equipment per mile in Iowa (76.86 miles)		43,964.90

*This company's line is formed by the consolidation and purchase of several distinct properties, the details of cost of which cannot be given separately.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS DURING THE YEAR.

New passenger and freight stations, water tanks, and fuel sheds		$ 124,556.36
New shops, engine houses, and shop grounds		194,044.34
New track scales		3,167.82
New side tracks and yards		264,382.39
New bridges, culverts, cattle-guards, and crossings		122,151.73
New fences and stock yards		14,660.49
Right of way		8,266.06
New steel rails		235,716.51
New steamer at Missouri River transfer (balance of cost)		1,430.92
New telegraph		3,480.86
Miscellaneous construction and improvement		362,981.27
New lines and extension of old		3,409,124.68
Balance of cost of C., St. P. & M. R'y in consolidation		3,643,869.65
Total for construction		$ 8,387,833.08

EQUIPMENT.

Locomotives, number	20	$	179,664.15
Passenger, mail, baggage, and express cars, number	13		79,927.06
Freight and other cars (balance of cost) number	1,116		294,110.41
Total for equipment		$	553,701.62
Total expenditures charged to property accounts		$	8,941,534.70
Net addition to property account for the year		$	8,941,534.70

GENERAL EXHIBIT.

Total earnings		$ 4,567,052.55
Total expenses, including taxes		2,846,752.80
Net earnings		1,720,299.75
Rentals, specifying amount paid to each company:		
St. P., M. & M. R'y	$ 15,833.34	
Illinois Central R. R.	12,000.00	
St. Paul Union Depot Co.	822.10	
		28,655.44
Interest accruing during the year	$ 1,021,692.44	
Interest paid during the year, less received	887,559.29	
Interest on funded debt	1,021,692.44	
Interest received on balances	102,949.99	
		918,742.45
*Dividends declared (7 per cent)		925,451.25
Balance for the year		751,987.47
Interest falling due during the year and not paid		34,812.50
Balance at commencement of the year, deficit		97,489.74
Balance at the close of the year, June 30, 1882		654,497.73
Income from other sources than earnings, lands		900,730.38
Income from other sources than earnings, elevators		3,806.48
Total income from all sources for the year		$ 5,471,589.41

*Includes dividend declared prior to July, 1881, and not entered until July, and St. P. & S. C. dividend declared in 1880, not entered until September, 1882, amounting in all to $230,228.75.

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 700,300.23	
From through passengers	489,434.68	
From all passengers		$ 1,189,734.91
From express		66,855.53
From mails		67,116.63
From other sources, passenger department, including extra baggage		6,968.48
Total earnings, passenger department		$ 1,330,675.55
Earnings per train mile run (858,635 miles)		$1.54.97
Earnings, freight:		
From local	$ 1,712,066.68	
From through	1,506,209.99	
From other sources, freight department	18,100.33	
Total earnings, freight department		3,236,377.00
Earnings per train mile run (2,029,097 miles)		$ 1.59.50
Total transportation earnings		$ 4,567,052.55
Earnings per train mile run, from all trains earning revenue (2,887,732 miles)		$ 1.58.15
Earnings per mile of road operated (average 1,004.82 miles)		4,545.14
Proportion of earnings for Iowa		293,968.08
Income from all other sources		904,536.86
Elevator earnings	$ 3,806.48	
Lands	900,730.38	
Total income from all sources		$ 5,471,589.41
Proportion of income for Iowa		$ 294,114.07
Elevator earnings, Iowa		145.99

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 223,058 63
Renewal of ties		64,603.53
No laid, 237,890.		
Repairs of bridges, including culverts and cattle-guards		87,902.86
Repairs of fences, road-crossings, and signs		16,694.60
Repairs of buildings, stations, and water-tanks		37,204.35
Total		$ 429,463.97

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 203,095.13
Repairs of passenger cars		71,802.24
Repairs of freight cars		211,765.22
Total		$ 486,662.59

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 556,044.44
Water supply		19,388.51
Oil and waste, for cars		9,565.79
Locomotive service		262,029.04
Passenger train service		60,467.26
Passenger train supplies		12,004.25
Mileage of passenger cars (debit balance)		4,588.87
Freight train service		125,092.09
Freight train supplies		9,675.42
Mileage of freight cars (credit balance)	$ 1,966.12	
Telegraph expenses (maintenance and operating)		51,668.53
Damage and loss of freight and baggage		20,343.09
Damage to property and cattle		15,346.09
Damage and loss wrecking		12,124.16
Personal injuries		17,578.82
Agents and station service		295,844.29
Station supplies		35,043.54
Total		$ 1,504,838.07
Expenses of Missouri River transfer		$ 28,171.13

CLASS 4—GENERAL EXPENSES.

Salaries of general and division officers and their clerks		$ 131,733.83
Legal expenses		11,447.01
Insurance		9,174.76
Stationery and printing		31,742.76
Outside agencies and advertising		17,367.03
Contingencies, including New York office expenses		44,989.61
Taxes in Iowa, estimated	$ 7,740.38	
Taxes in other States	143,421.66	
Total taxes		151,162.04
Total		$ 397,617.04

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 429,463.97
Maintenance of motive power and cars		486,662.59
Conducting transportation		1,504,838.07
Expenses Missouri River transfer		28,171.13
General expenses, including taxes		397,617.04
Total operating expenses and taxes		$ 2,846,752.80
Operating expenses and taxes per mile of road		$ 2,833.10
Operating expenses and taxes per train mile run, for trains earning revenue (2,887,732 miles)		.98.58
Proportion of operating expenses and taxes for Iowa		285,746.46
Expenses of running and management of passenger trains	No record kept.	
Expenses of running and management of passenger trains, per train mile		
Expenses of running and management of freight trains		
Expenses of running and management of freight trains, per train mile		
Expenses of running and management of all trains earning revenue		
Percentage of operating expenses and taxes to earnings		62.33

GENERAL RECAPITULATION.

Total income		$ 5,471,589.41
Total operating expenses and taxes		2,846,752.80
Net income above operating expenses and taxes		2,624,836.61
Net income above operating expenses, taxes, interest, and rental		1,677,438.72
Gross income per train mile run, all trains (2,887,732 miles)		1.89.48
Net income per train mile run, all trains (2,887,732 miles)		58.8
Percentage of net income to stock and debt		3.432
Percentage of net income to cost of road and equipment		3.808
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Company supplies for repairs are carried free. Construction material at 1 cent per ton per mile.		
If so, state at what rates; the number of tons carried; and the amount credited to earnings?		
1 cent per ton per mile for construction material earnings was		124,745.46
1 cent per mile for passengers employed in construction, earnings was		4,841.88

SURPLUS.

Deficit at the commencement of the year		$ 97,489.74
Surplus at the close of the year		654,497.73
Amount in material and balances from other roads, and cash and other cash assets		654,497.73

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Cost of road and equipment		$ 44,051,512.99
Stock and bonds on hand		2,620,221.67
Materials and supplies		685,625.60
Excess of cash and cash assets, over amount of current liabilities		2,176,979.13
		$ 49,534,339.39

CREDIT.

Common stock		$ 18,573,233.33
Preferred stock		10,759,933.33
Funded debt		19,546,675.00
Profit and loss		654,497.73
		$ 49,534,339.39

DESCRIPTION OF ROAD.

Length main line of road from Elroy to Omaha, including transfer		571.35
Length of main line of road from North Wisconsin Junction to end of track		120.00
Length of main line of road in Iowa	59.42	
Length of main line of road in Minnesota	207.42	
Length of main line of road in Wisconsin	297.70	
Length of main line of road in Nebraska	126.81	
Branches owned by this company:		
Stillwater Junction to Stillwater		3.80
Stillwater to St. Croix Bridge		4.39
Hudson to River Falls		12.21
Lake Crystal to Elmore		44.00
Heron Lake to Woodstock		44.00
Sioux Falls Junction to Salem		98.00
Luverne to Doon		28.00
Coburn Junction to Ponca		15.82
Emerson to Norfolk		46.40
Merrillan to Neilsville		14.00
Total length of branches owned by this company		310.62
Total length of branches owned by this company in Iowa	17.44	
Total length of branches owned by this company in Minnesota	149.28	
Total length of branches owned by this company in Wisconsin	26.21	
Total length of branches owned by this company in Nebraska	62.22	
Total length of branches owned by this company in Dakota	55.47	
Total length of road belonging to this company		1,001.97
Aggregate length of sidings and other tracks not above enumerated		107.11
Same in Iowa		14.84
Aggregate length of track, computed as single track, exclusive of sidings		1,001.97
Same in Iowa		76.86
Total length of steel rails in tracks in Iowa, exclusive of sidings		59.42
Total length of iron rails in tracks in Iowa, exclusive of sidings		17.44
Weights per yard, steel, 50 lbs.		
Weights per yard, iron, 50 lbs.		
Gauge of track		4 ft. 8½ in

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:		
St. Paul to Minneapolis, miles		9.90
Le Mars to Sioux City		24.00
Menomonee Junction to Menomonee City		3.01
Eau Claire to lumber mills		2.74
Total length of above roads		39.65
Total length of above roads in Iowa		24.00
Total length of above roads in Minnesota		9.90
Total length of above roads in Wisconsin		5.75
If any part of the road was first opened for operation during the past year, state the date. None in Iowa.		
Total miles of road operated by this company		1,041.62
Total miles road operated by this company in Iowa		100.86

STATIONS.

Number of stations on all roads owned by this company	179
Same in Iowa	10
Number of stations on all roads operated by this company	183
Same in Iowa	12
Number of telegraph offices in stations in Iowa	12

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (approximate)	3,986
Same in Iowa. These figures cannot be given; a great many employes work in Iowa, Minnesota, and Nebraska, in the same day.	
Amount paid employes, including officials, on all roads operated by this company (approximate)	$ 2,248,253

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges under 100 feet in length	2	108
Wooden trestle and pile	59	6,000

BOX CULVERTS IN IOWA.

Timber	73	884
Stone	18	54

CATTLE-GUARDS.

Number in Iowa. No record.

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.). No record.

Give the average number of years that wooden truss bridges last on your road in Iowa. The road has only been owned by this company since June 1, 1881, and this company's records furnish no data upon which an estimate can be based.

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections—miles	6.6
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	56,000
Average number of new ties per mile of road	1,000
New rails laid in track during the year in Iowa—(steel 4,548.5 tons)	57.89
Total track laid with new rails during the year in Iowa, miles,	57.89
What is the average number of years that iron rails last in your track on main line in Iowa. The road has only been owned by this company since June 1, 1881, and this company's records furnish no data upon which an estimate can be based.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R. R., at Sheldon, O'Brien county.

Number of highway crossings at grade	81
Number of highway crossings at which there are flagmen	2

FENCING IN IOWA.

How many miles of fencing have you on your road	18
What is the average cost per rod? Not known.	
How many miles of new fencing have you built during the year	18
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Osceola county	19
In O'Brien county	6
In Sioux county	18
In Plymouth county	2
Total miles	

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives		131	131
Number of passenger cars		56	56
Number of baggage, mail, and express cars		29	29
Number of parlor and sleeping cars		3	3
Number of box freight cars	470	2,575	3,045
Number of stock cars		60	60
Number of platform and coal cars		1,257	1,257
Number of other cars		87	87
Total			4,537

Maximum weight of locomotives and tenders, tons	35
Number of locomotives equipped with train brake	53
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons (estimated)	20½
Average weight of passenger cars, tons (estimated)	20
Number of cars equipped with train-brake. All passenger equipment.	
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer. All passenger equipment.	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, — tons. Varies greatly on different divisions; no average can be given that would be reliable.	

MILEAGE, TRAFFIC, ETC., WHOLE ROAD.

TRAIN MILEAGE.

Miles run by passenger trains during the year	858,635
Miles run by freight trains during the year	2,029,097
Miles run by switching trains during the year	750,743
Miles run by other trains during the year	716,883
Total train mileage	4,355,358

CARS AND WEIGHT OF TRAINS (APPROXIMATED).

Average number of cars in passenger trains	5.34
Average weight of passenger trains, exclusive of passengers, tons	106.8
Average number cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	153

PASSENGER TRAFFIC.

Number of through passengers carried	112,085
Number of local passengers carried	625,175
Total number of passengers carried	737,260
Total passenger mileage, or passengers carried one mile	45,813,336
Average distance traveled by each passenger, miles	62.14
Average amount received from each passenger	$ 1.62
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	1
Average rate of fare per mile for all passengers, cents	2.60

FREIGHT TRAFFIC.

Number of tons of through freight carried	575,521
Number of tons of local freight carried	1,081,743
Total tons of freight carried	1,657,264
Total mileage of through freight (tons carried one mile)	91,345,989
Total mileage of local freight (tons carried one mile)	138,005,683
Total freight mileage, or tons carried one mile	229,351,672
Average rate per ton per mile received for through freight, cents	1.6489
Average rate per ton per mile received for local freight, cents,	1.2406
Average rate per ton per mile received for all freight, cents	1.4032
Average rate per ton per mile received from freight to and from other roads, cents	1.6489

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	4,939,463
Number of miles run by loaded freight cars west and north	14,067,288
Number of miles run by empty freight cars east and south	7,770,025
Number of miles run by empty freight cars west and north	959,589
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	61.13
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	6.38

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour, about	22½
Rate of speed of freight trains, including stops, miles per hour, about	10½

TONNAGE OF ARTICLES TRANSPORTED.

(APPROXIMATED.)

	TONS.	PER CENT.
Grain	199,701	12.05
Flour and meal	216,107	13.04
Provisions (beef, pork, lard, etc.)	6,961	.42
Animals	32,980	1.99
Other agricultural products	16,573	1.00
Lumber and forest products	502,151	30.30
Coal	55,002	3.32
Salt, cement, water, lime, and stucco	12,595	.76
Iron, lead, and mineral products	46,901	2.83
Stone, brick, lime, and sand	36,791	2.22
Manufactures, including agricultural implements, furniture, and wagons	21,213	1.28
Company's material	262,179	15.82
Merchandise, and other articles not enumerated above	248,092	14.97
Total tons carried	1,657,264	100

TONNAGE CROSSING THE MISSOURI RIVER TRANSFER AT SIOUX CITY, FOR THE YEAR ENDING JUNE 30, 1882.

East bound number of tons	15,254,569
West bound number of tons	82,564,921
Total tons	97,819,490

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company; they pay 1½ times first class tariff rates; the express company handles its own freight.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the road. This company pays the usual mileage, three-fourths cents per mile, for same; no preference is given to cars or freight of any company.

What amount have you paid other corporations, car loaning companies, stock companies, or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Northwestern Car Trust Co., Chicago, Ill. ..... $ 44,766.68

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman Palace Car Company runs sleepers on our main line between St. Paul and Sioux City and St. Paul and Elroy; they charge about one dollar east of St. Paul, and one dollar and fifty cents west of St. Paul in addition to regular passenger fare for distance on this road.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? This company pays the Sleeping Car Co. three cents per mile for use of sleepers. The Sleeping Car Co. receives all the revenue of the sleepers.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $71.82 per mile per annum on main line; $42.75 per mile per annum on branch lines.

What amount have you paid for receiving and delivering mail to and from stations on your road? For delivering mails in St. Paul, $360.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? See next question.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Telegraph lines extend whole length of main line and branches, owned jointly by railroad company and Western Union Telegraph Co., one-half each.

LANDS—CONGRESSIONAL GRANT.

No land grant in Iowa.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
September 30	C. W. Tack	East Orange, Iowa	Coupling; purely accidental.
October 20	—— Moran	Le Mars	Drunk on track; struck by train.
1882.			
January 26	John Seller	Le Mars	Caught foot in frog; lack of caution.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 26	H. S. Campbell	James, Iowa	Coupling; his own fault.
August 2	John McHugh	Rock Rapids	Fell from hand-car; his own fault.
August 23	D. Davenport	Sioux City	Squeezed by car and engine; coupling; purely accidental.
November 17	W. Miles	Seney	Stepped into trestle while coupling.
November 24	John Holtz	Sioux City	Recklessness on his part in getting off train while in motion.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Caught in frogs	....	1	....	....	....	....
Coupling cars	....	1	....	....	3	....
Getting on and off trains	....	....	....	....	1	....
Miscellaneous	....	....	....	....	1	....
Trespassers on track	....	1	....	....	....	....
Total	....	3	....	....	5	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	3
Number of persons injured during the year	5
Number of casualties purely accidental during the entire year	3
Number resulting from lack of caution, carelessness, or misconduct	5
Number of persons killed or injured while intoxicated	1
Number of trespassers on track killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—H. H. Porter, Chicago, Ill.
First Vice-President—Philetus Sawyer, Oshkosh, Wis.
Second Vice-President—R. T. Flower, New York, N. Y.
Secretary—C. W. Porter, Hudson, Wis.
Treasurer—A. R. Flower, New York, N. Y.
Assistant President—E. W. Winter, St. Paul, Minn.
General Superintendent—C. F. Hatch, St. Paul, Minn.
Division Supts.—T. P. Gere, East. and North. Divs., St. Paul, Minn.; J. F. Lincoln, St. Paul Div., St. Paul, Minn.; H. Spencer, Sioux City Div., Sioux City, Iowa.; G. V. Morford, Nebraska Div., Omaha, Neb.
Chief Engineer—C. W. Johnson, St. Paul, Minn.
Superintendent of Telegraph—H. C. Hope, St. Paul, Minn.
Auditor—H. A. Gray, St. Paul, Minn.
General Passenger Agent—T. W. Teasdale, St. Paul, Minn.
General Traffic Manager—J. H. Hiland, St. Paul, Minn.
General Solicitor—Jno. C. Spooner, Hudson, Wis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

H. H. Porter, Chicago, Ill.
R. P. Flower, New York, N. Y.
David Dows, New York, N. Y.
H. R. Bishop, New York, N. Y.
W. D. Washburn, Minneapolis, Minn.
Philetus Sawyer, Oshkosh, Wis.
Benj. Brewster, New York, N. Y.
Aug. Kountz, New York, N. Y.
A. H. Wilder, St. Paul, Minn.
J. M. Fiske, New York, N. Y.
E. F. Drake, St. Paul, Minn.
R. R. Cable, Chicago, Ill.
H. T. Welles, Minneapolis, Minn.

Date of annual meeting of stockholders, first Saturday after first Thursday in June.
Fiscal year of company ends December 31st.
General offices of the company are located at St. Paul, Minn.

STATE OF MINNESOTA, } ss.
COUNTY OF RAMSEY. }

Chas. F. Hatch, General Superintendent, and H. A. Gray, Auditor, of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, being duly sworn depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) CHAS. F. HATCH.
H. A. GRAY.

Subscribed and sworn to before me, this 23d day of September, A. D. 1882.

G. A. HAMILTON,
[L. S.] *Notary Public, Ramsey Co., Minn.*

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CROOKED CREEK RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 71,500.00
Amount authorized by vote of the company		71,500.00
Amount issued, number of shares 715, amount paid in		71,500.00
Amount of common stock issued		71,500.00
Total amount paid in as per books of the company		$ 71,500.00
Amount of stock per mile of road, 8½ miles	$ 8,411,76	
Amount of stock representing the road in Iowa. All.		
Amount of stock held in Iowa. All.		
Total number of stockholders	5	
Number of stockholders in Iowa	2	

DEBT.

Total amount of floating debt		$ 24,098.18
Total amount of debt liabilities		$ 24,098.18
Amount of debt per mile of road	$ 2,835.08	
Total amount of stock and debt	95,598.18	
Amount of stock and debt per mile of road	11,246.84	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Freight and other cars, 2		$ 98.50
Total expenditures charged to property accounts		$ 98.50
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Thirty-two narrow gauge cars		$ 3,700.00
Net addition to property account for the year		3,601.50

GENERAL EXHIBIT.

Total earnings		$ 10,826.19
Total expenses, including taxes		10,476.75
Net earnings		349.44
Interest accruing during the year		1,650.00
Interest paid during the year		1,650.00
Balance for the year—surplus		3,950.94
Floating debt liquidated during the year		2,300.00
Balance at commencement of the year—deficit		8,049.10
Balance at the close of the year, June 30, 1882—deficit		4,098.16
Income from other sources than earnings		3,601.50
Total income from all sources for the year		$ 10,826.19

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 577.95
From mails		363.37
Total earnings, passenger department		$ 941.32
Earnings per train mile run (8.5 miles)	$ 110.74	
Earnings, freight:		
From local	44.50	
From through	9,840.37	
Total earnings, freight department		9,884.87
Earnings per train mile run (8.5 miles)	$ 1,162.92	
Total transportation earnings		$ 10,826.19
Earnings per mile of road operated (8.5 miles)	$ 1,273.67	
Total income from all sources		$ 10,826.19

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,960.25
Renewal of ties	1,176.00
Number laid, 2,940.	
Repairs of bridges, including culverts and cattle-guards	145.00
Repairs of buildings, stations, and water-tanks	40.00
Total	$ 3,321.25

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 433.85
Total	$ 433.85

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 880.70
Water supply	420.00
Oil and waste	184.95
Locomotive service	1,252.00
Freight train service	831.50
Freight train supplies	145.00
Mileage of freight cars (debit balance)	76.50
Telegraph expenses (maintenance and operating)	24.50
Damages to property and cattle	41.85
Agents and station service	850.00
Station supplies	15.00
Total	$ 4,722.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$ 1,290.00
Legal expenses	75.00
Stationery and printing	36.40
Taxes in Iowa	598.20
Total	$ 1,999.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 3,321.25
Maintenance of motive power and cars	433.85
Conducting transportation	4,722.05
General expenses, including taxes	1,999.60
Total operating expenses and taxes	$ 10,476.75
Operating expenses and taxes per mile of road	$ 1,232.56
Proportion of operating expenses and taxes for Iowa. All.	
Percentage of expenses to income	.96

GENERAL RECAPITULATION.

Total income	$ 14,427.69
Total operating expenses and taxes	10,476.75
Net income above operating expenses and taxes	3,950.94
Net income above operating expenses, taxes, interest, and rental	2,300.94

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? They are not.

SURPLUS.

Surplus at the commencement of the year—deficit.....
Surplus at the close of the year—deficit.....

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Estimated value of road-bed, including rails and bridges	$ 28,750.00
Estimated value of rolling stock	3,750.00
Estimated value of stations, buildings, and fixtures	2,300.00
Estimated value of coal land and property	22,600.00
Deficit at closing accounts June 30, 1882	4,098.16
Depreciation in value of property, and loss on coal company investment	10,001.84
Total	$ 71,500.00

CREDIT.

Capital stock issued	$ 71,500.00
Total	$ 71,500.00

DESCRIPTION OF ROAD.

Length main line of road from Judd to Lehigh	8.5
Total length of road belonging to this company	8.5
Aggregate length of sidings and other tracks not above enumerated	.5
Same in Iowa. All.	
Aggregate length of track, computed as single track, exclusive of sidings	8.5
Total length of iron rails in tracks in Iowa, exclusive of sidings	8.5
Weights per yard, iron 30 pounds.	
Gauge of track	4 ft. 8.5 in.

STATIONS.

Number of stations on all roads owned by this company	2
Same in Iowa	2

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	5
Same in Iowa	5
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 4,223.50

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	370
Wooden trestle and pile	11	500

BOX CULVERTS IN IOWA.

Timber	4	80

CATTLE-GUARDS.

Number of in Iowa	9	90

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	8.5
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	2,940
Average number of new ties per mile of road	346

FENCING IN IOWA.

How many miles of fencing have you on your road? None.
Give the number of miles needed on both sides of your track in each county in Iowa.

In Webster county, about	10

ROLLING STOCK.

Number of locomotives	1
Number of other cars—1 hand and 1 velocipede	2
Total	2
Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tenders, tons	20

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 20 tons; from 50 to 60 tons upward.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	7,650
Total train mileage	7,650

CARS AND WEIGHT OF TRAINS.

Average number of cars in freight trains	3
Average weight of freight trains, exclusive of freight, tons	24

PASSENGER TRAFFIC.

Number of local passengers carried	1,927
Total number of passengers carried	1,927
Total passenger mileage, or passengers carried one mile	16,379
Average distance traveled by each passenger, miles	8.5
Average amount received from each passenger, cents	.30
Highest rate of fare per mile for any distance	3½
Lowest rate of fare per mile for any distance	3½
Average rate of fare per mile for all passengers	3½

FREIGHT TRAFFIC.

Number of tons of local freight carried	10,271
Total tons of freight carried	10,271
Total mileage of local freight (tons carried one mile)	87,303
Total freight mileage, or tons carried one mile	87,303
Average rate per ton per mile received for local freight, cents,	9
Average rate per ton per mile received for all freight	9
Average rate per ton per mile received from freight to and from other roads	9
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	95

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour, about	12

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	1,045	10.20
Flour	85	.80
Provisions (beef, pork, lard, etc.)	25	.20
Animals	208	2.00
Lumber and forest products	905	8.80
Coal	7,162	70.00
Plaster, lime, and cement	40	.40
Salt	18	.10
Petroleum	16	.10
Stone and brick	397	3.80
Manufactures—articles shipped from point of production	17	.20
Merchandise, and other articles not enumerated above	353	3.40
Total tons carried	10,271	100

ADDITIONAL QUESTIONS.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Daily service, $363.37.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. C. Willson, Lehigh, Iowa.
Vice-President—T. H. Judd, Milwaukee, Wis.
Secretary—J. M. Funk, Webster City, Iowa.
Treasurer—J. M. Funk, Webster City, Iowa.
General Manager—W. C. Willson, Lehigh, Iowa.
Auditor—Geo. W. Post, Lehigh, Iowa.
General Passenger and Freight Agent—Geo. W. Post, Lehigh, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

W. C. Willson, Lehigh, or Webster City, Iowa.
J. M. Funk, Webster City, Iowa.
T. H. Judd, Milwaukee, Wis.
Geo. Burnham, Milwaukee, Wis.
C. D. Burnham, Milwaukee, Wis.
J. Q. Burnham, Milwaukee, Wis.

Date of annual meeting of stockholders, May 15th.
Fiscal year of company ends (have none).
General offices of the company are located at Lehigh, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 2d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & FORT DODGE RAILROAD CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 4,000,000.00	
Amount authorized by vote of the company	3,758,280.00	
Amount issued, number of shares, 37,582.80; amount paid in		$ 3,758,280.00
Amount of common stock issued		3,000,000.00
Amount of preferred stock issued, and conditions of preferment		758,280.00
(Preferred stock entitled to dividends up to 7 per cent before any dividend on the common stock.)		
Total amount paid in as per books of the company		3,758,280.00

Amount of stock per mile of road	$ 45,444.74	
Amount of stock representing the road in Iowa	All.	
Amount of stock held in Iowa	16,050.00	
Total number of stockholders	62	
Number of stockholders in Iowa	3	

DEBT.

Funded debt as follows:

1,192 bonds due 1905, rate of interest six per cent		$ 1,192,000.00
Interest paid on same during the year	$ 71,520.00	
1,142 bonds due 1905, rate of interest five per cent		1,142,000.00
Interest paid on same during the year	$ 57,100.00	
Total amount of funded debt		$ 2,334,000.00

Floating debt:

Incurred for construction	$ 100,000.00	
Incurred for real estate	4,800.00	
Total amount of floating debt		$ 104,800.00
Total amount of debt liabilities		$ 2,438,800.00

Amount of debt per mile of road	$ 29,489.72	
Total amount of stock and debt		6,197,080.00
Amount of stock and debt per mile of road	74,934.46	

COST OF EQUIPMENT.

Total cost of road and equipment		$ 6,092,280.00
Average cost of road and equipment per mile, (82.7 miles)		$ 73,667.23

This road having been bought fully equipped, we can only state that it cost $6,092,280.00, being the stock and bonds besides any local aid that was procured.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Superstructure, including rails		$ 50,000.00
Total expenditure charged to property accounts		$ 50,000.00

GENERAL EXHIBIT.

Total earnings		$ 417,897.95
Total expenses, including taxes		256,715.36
Net earnings		161,182.59
Rentals, specifying amount paid to each company:		
Chicago, Rock Island & Pacific Railway	$ 2,371.80	
Illinois Central Railroad	3,600.00	
		$ 5,971.80
Interest accruing during the year	$ 131,620.00	
Interest paid during the year	131,620.00	
Interest on funded debt	128,620.00	
Interest paid on funded debt	128,620.00	
Interest on floating debt	3,000.00	
Interest paid on floating debt	3,000.00	
Dividends declared. None.		
Balance for the year		44,145.55
Balance at commencement of the year		53,166.37
Balance at the close of the year, June 30, 1882		97,311.92
Income from other sources than earnings		20,554.76
Total income from all sources for the year		$ 438,452.71

ANALYSIS OF EARNINGS.

Earnings, passenger:			
From local passengers	$ 95,020.58		
From through passengers	10,741.83		
From all passengers		$	105,762.41
From express and baggage			3,443.00
From mails			5,336.40
From other sources, passenger department			1,317.04
Total earnings, passenger department		$	115,858.85
Earnings per train mile run (82,049 miles)	$ 1.41		
Earnings, freight:			
From local		$	143,345.95
From through			158,693.15
Total earnings, freight department		$	302,039.10
Earnings per train mile run (118,299 miles)	$ 2.55		
Total transportation earnings		$	417,897.95
Earnings per train mile run, from all trains earning revenue (200,348 miles)	$ 2.08.6		
Earnings per mile of road operated (88.1 miles)	4,743.45		
Proportion of earnings for Iowa			417,897.95
Rents received for use of road from M. & St. L. R'y			2,400.00
Income from all other sources (lands)			18,154.76
Total income from all sources		$	438,452.71
Proportion of income for Iowa		$	438,452.71

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	48,493.96
Renewal of rails		1,589.96
No. tons laid, steel, 25.		
Renewal of ties		10,622.55
No. laid, 24,640.		
Repairs of bridges, including culverts and cattle-guards		6,029.88
Repairs of fences, road-crossings, and signs		224.93
Repairs of buildings, stations, and water-tanks		7,400.46
Total	$	74,361.74

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	29,148.66
Repairs of passenger cars		8,595.99
Repairs of freight cars		18,981.84
Total	$	56,726.49

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 15,876.74
Water supply		2,386.44
Oil and waste		3,717.22
Locomotive service		18,585.39
Passenger train service		3,381.68
Passenger train supplies		405.69
Freight train service		9,454.05
Freight train supplies		529.26
Mileage of freight cars (debit balance)		2,413.34
Telegraph expenses (maintenance and operating)		484.50
Damage and loss of freight and baggage		639.15
Damages to property and cattle		3,037.23
Personal injuries		2,082.37
Agents and station service		20,126.41
Station supplies		1,295.10
Total		$ 84,414.57

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 16,746.84
Legal expenses		1,563.44
Insurance		156.48
Stationery and printing		3,391.17
Outside agencies and advertising		357.77
Contingencies		10,649.98
Taxes in Iowa	$ 8,346.88	
Total taxes		8,346.88
Total		$ 41,212.56

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 74,361.74
Maintenance of motive power and cars	56,726.49
Conducting transportation	84,414.57
General expenses, including taxes	41,212.56
Total operating expenses and taxes	256,715.36
Operating expenses and taxes per mile of road	$ 2,913.88
Operating expenses and taxes per train mile run, for trains earning revenue (200,348 miles)	1.28
Proportion of operating expenses and taxes for Iowa. All.	
Expenses of running and management of passenger trains	13,749.51
Expenses of running and management of passenger trains per train mile (82,049 miles)	.17
Expenses of running and management of freight trains	39,869.74
Expenses of running and management of freight trains per train mile	.34
Expenses of running and management of all trains earning revenue	53,619.25
Percentage of expenses to income	58.5

GENERAL RECAPITULATION.

Total income		$ 438,452.71
Total operating expenses and taxes		256,715.36
Net income above operating expenses and taxes		181,737.35
Net income above operating expenses, taxes, interest, and rental		44,145.55
Gross income per train mile run (200,348 miles)	$ 2.19	
Net income per train mile run (200,348 miles)	.90.7	
Percentage of net income to stock and debt	2.9	
Percentage of net income to cost of road and equipment	2.98	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 53,166.37
Surplus at the close of the year	97,311.92
Cash on hand	22,291.79
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Forty of the old Des Moines Valley Railroad Company bonds at $1,000.00 each, purchased at $180.00 a bond	7,200.00
Amount absorbed in construction of Tara extension	65,397.34
Amount in material and balances from other roads	2,422.79

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction and equipment	$ 6,092,280.00
Des Moines Valley land grant bonds	7,200.00
Balance due on contracts of sale	39,351.52
Agricultural lands	150,500.00
Material on hand	23,088.79
Cash on hand	22,291.79
Due from agents and companies	8,428.90
Real estate	27,437.34
Total	$ 6,370,578.34

CREDIT.

Capital stock	$ 3,758,280.00
Funded debt	2,334,000.00
Floating debt	104,800.00
Due other companies and persons	10,313.73
Bills and pay-rolls	18,781.17
Des Moines Valley land grant bonds outstanding	7,740.00
Profit and loss	136,663.44
Total	$ 6,370,578.34

DESCRIPTION OF ROAD.

Length of main line of road from Des Moines to Tara and Ft. Dodge Junction to Ft. Dodge, miles	82.70
Total length of road belonging to this company	82.70
Aggregate length of sidings and other tracks not above enumerated	6.32
Aggregate length of track computed as single track exclusive of sidings	82.70
Total length of steel rails in tracks in Iowa, exclusive of sidings	65.00
Total length of iron rails in tracks in Iowa	17.70
Weights per yard, steel, 56 pounds.	
Weights per yard, iron, 50 pounds.	
Gauge of track	4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Illinois Central Railroad from Tara to Ft. Dodge Junction.	5.40
Total miles of road operated by this company in Iowa	88.10

STATIONS.

Number of stations on all roads owned by this company	15
Same in Iowa	15
Number of stations on all roads operated by this company	15
Same in Iowa	15
Number of telegraph offices in stations in Iowa	15

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	300
Amount paid employes, including officials, on all roads operated by this company	68,294.37

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	110
Wooden truss bridges under 100 feet in length	3	200
Wooden trestle and pile	38	1,125

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening	7

BOX CULVERTS IN IOWA.

Timber	225

CATTLE-GUARDS.

Number in Iowa	123

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	210,000
Number of culverts replaced with timber	6

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length, feet.
Between Waukee and Ashewa	Pile	Wood	Sept. and Oct. 1881	50
				40
Between Des Moines and Ashewa	Pile	Wood	July and Aug. 1882	50
				40

Give the average number of years the trestle and pile bridges last on your road	9
Give the average number of years that wooden truss bridges last on your road in Iowa	12

ROAD-BED AND TRACK.

Number of track sections in Iowa	14
Average length of sections, miles	6⅞
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	24,640
Average number of new ties per mile of road	280
New rails laid in track during the year in Iowa, steel, 5,148 tons) miles	58½
What is the average number of years that iron rails last in your track on main line in Iowa	12
What is the average number of years that steel rails last in your track on main line in Iowa? Have not had long enough experience to tell.	
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railway, at Valley Junction.
Chicago, Rock Island & Pacific R'y, Winterset Branch, at Des Moines.
Des Moines Northwestern Railroad, at Waukee.
Chicago, Milwaukee & St. Paul Railway, at Perry,
Chicago & Northwestern Railway, at Grand Junction.
Chicago & Northwestern Railway, at Gowrie.
Illinois Central Railroad, at Tara.

Number of highway crossings at grade	66

FENCING IN IOWA.

How many miles of fencing have you on your road	4.50
What is the average cost per rod	$ 1.56
What is the total cost of same	2,250.00
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Polk county	14.50
In Dallas county	54.00
In Boone county	6.00
In Greene county	46.00
In Webster county	40.40
Total miles	165.40

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	13	13
Number of passenger cars	7	7
Number of baggage, mail, and express cars	2	2
Number box freight cars		50
Number of stock cars		22
Number of platform cars	57	57
Number of other cars	5	5
Total		143
Maximum weight of locomotives and tenders, tons		28
Number of locomotives equipped with train brake		4
Kind of brake, Westinghouse.		
Maximum weight of passenger cars, pounds		45,000
Average weight of passenger cars, pounds		40,000
Number of cars epuipped with train brake		7
Kind of brake, Westinghouse.		
Number of passenger cars equipped with Miller platform and buffer		4
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 36; tons, 270.		

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	82,049
Miles run by freight trains during the year	118,299
Total train mileage	200,348

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	8
Average weight of passenger trains, exclusive of passengers pounds	142,000
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, pounds	420,000

PASSENGER TRAFFIC.

Number of through passengers carried	12,111
Number of local passengers carried	105,521
Total number of passengers carried	117,632
Total passenger mileage, of passengers carried one mile	3,295,258
Average distance traveled by each passenger, miles	28
Average amount received from each passenger, cents	89
Highest rate of fare per mile for any distance, cents	3½
Lowest rate of fare per mile for any distance, cents	1
Average rate of fare per mile for all passengers, cents	3.1

FREIGHT TRAFFIC.

Number of tons of through freight carried	92,854
Number of tons of local freight carried	142,321
Total tons of freight carried	235,175
Total mileage of through freight, tons carried one mile	3,807,231
Total mileage of local freight, tons carried one mile	5,997,319
Total freight mileage, or tons carried one mile	9,804,550
Average rate per ton per mile received for through freight, cents	4.17
Average rate per ton per mile received for local freight, cents	2.39
Average rate per ton per mile received for all freight, cents	3.08
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	60

CAR MILEAGE.

Number of miles run by loaded freight cars south	514,394
Number of miles run by loaded freight cars north	479,826
Number of miles run by empty freight cars south	221,936
Number of miles run by empty freight cars north	247,031
Percentage of empty freight cars hauled south to all freight cars hauled south	30
Percentage of empty freight cars hauled north to all freight cars hauled north	34

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	20
Rate of speed of freight trains, including stops, miles	10

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	63,598	26.97
Flour	3,835	1.63
Provisions (beef, pork, lard, etc.)	102	.04
Animals	12,400	5.26
Other agricultural products	6,063	2.57
Lumber and forest products	48,631	20.62
Coal	67,528	28.63
Plaster, lime, and cement	2,868	1.22
Salt	1,231	.52
Iron, steel, and castings	4,594	1.95
Stone and brick	1,818	.77
Manufactures—articles shipped from point of production	2,425	1.03
Merchandise, and other articles not enumerated above	20,724	8.79
Total tons carried	235,817	100

TONNAGE OF ARTICLES TRANSPORTED FROM STATIONS WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	63,598	26.97
Flour	3,835	1.63
Provisions (beef, pork, lard, etc.)	102	.04
Animals	12,400	5.26
Other agricultural products	6,063	2.57
Lumber and forest products	48,631	20.62
Coal	67,528	28.63
Plaster, lime, and cement	2,868	1.22
Salt	1,231	.52
Iron, steel, and castings	4,594	1.95
Stone and brick	1,818	.77
Manufactures—articles shipped from point of production	2,425	1.03
Merchandise, and other articles not enumerated above	20,724	8.79
Total tons carried	235,817	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Co.; $11 per day for 1,800 pounds of through freight transported daily; any excess over complement allowed shall be paid for at 1½ first class rates, but no excess shall be paid until 46,800 pounds per month have been exceeded; at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $5,336.40 per annum for one train each way per day except Sunday.

What amount have you paid for receiving and delivering mail to and from stations on your road? $300.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company owns 113.20 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	35,545
State the number of acres yet to inure to your company from congressional grants, about	7,000
State the average price at which these lands have been sold or contracted by the company	$ 7.00
State the number of acres sold	6,863.45
State the amount received from sales	$ 6,114.50
State the amount unpaid on outstanding contracts	27,413.90
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	18,154.76
State the amount expended in sale and management of lands	813.68
State the amount of taxes paid on lands	2,407.60
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	14,933.48

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REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 6	Ira Long, ——	Tara	Standing on track; backed over by train and killed; caused by person being deaf and not hearing train.
July 28	J. H. Pyfer, freight conductor	Grand Junction	Killed by being caught between stake and side of car while trying to stake car from side track to main track; from want of care of person killed.

INJURED.

1881.			
September 17	Peter Wolser, brakeman	Waukee	Hand cut off; coupling cars; want of care on part of man injured.
September 29	Mrs. Gibbons	Rippey	Train blown from track during gale, two miles south of Rippey; slightly hurt and bruised about head and back. Three or four others were scratched, but none seriously hurt.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	....	....	....	1	....
Coupling cars	....	....	....	....	1	....
Miscellaneous	....	1	....	....	....	....
Trespassers on track	....	....	1	....	....	....
Total	....	1	1	1	1	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	2
Number of casualties purely accidental during the entire year	1
Number resulting from lack of caution, carelessness, or misconduct	2
Number of trespassers on track killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—C. E. Whitehead, New York.
Vice-President—Chas. Dana, New York.
Secretary—Frank Saunders, New York.
Treasurer—C. E. Whitehead, New York.
General Superintendent—C. N. Gilmore, Des Moines.
Chief Engineer—Jas. Carss, Des Moines.
Superintendent of Telegraph—T. J. Hoke, Des Moines.
Auditor—C. A. Wetton, Des Moines.
General Passenger and Freight Agent—G. W. Ogilvie, Des Moines.
Attorneys—Nourse & Kauffman, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

C. E. Whitehead, New York.
A. G. Agnew, New York.
Chas. Dana, New York.
David Stuart, New York.
John L. Ludlow, New York.
Wm. R. Sands, New York.
C. C. Nourse, Des Moines.
H. H. Hollister, New York.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends, January 1st.
General offices of the company are located at Des Moines.

STATE OF IOWA, }
COUNTY OF POLK. } ss.

C. N. Gilmore, Superintendent of the Des Moines & Fort Dodge Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true,

full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. N. GILMORE,
Supt. D. M. & Ft. D. R. R. Co.

Subscribed and sworn to before me, this 4th day of October, A. D. 1882.

[L. S.] C. B. KAUFFMAN,
Notary Public, Polk county, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & DAKOTA RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association $15,000.00 per mile.		
Amount of common stock issued		$ 158,600.00
Amount of preferred stock issued, and conditions of preferment		410,000.00
Total amount paid in as per books of the company		$ 568,600.00
Amount of stock per mile of road	$ 8,996.84	
Amount of stock representing the road in Iowa. All in Iowa.		
Amount of stock held in Iowa	529,100.00	
Total number of stockholders	23	
Number of stockholders in Iowa	12	

DEBT.

Funded debt as follows:		
Bonds due 1919, rate of interest, 6 per cent		$ 630,000.00
Interest paid on same during the year	$37,800	
Total amount of funded debt		630,000.00
Total amount of debt liabilities		$ 630,000.00
Amount of debt per mile of road	$ 9,968.50	
Total amount of stock and debt	1,198,600.00	
Amount of stock and debt per mile of road	18,965.35	

COST OF ROAD AND EQUIPMENT DURING 1882.

Bridging and masonry	$ 11,052.13
Land, land damages, and fences	209.89
Passenger and freight stations, coal sheds and water stations.	251.84
All other items charged to construction not enumerated above	10.00
Total expended for construction, 1882	$ 11,523.86

COST OF EQUIPMENT.

Locomotives	$	12,992.50
Passenger, mail, baggage, and express cars, combination		2,700.00
Freight and other cars		18,873.36
Wrecking cars, pile drivers, and tools		328.40
Total for equipment	$	34,894.35
Average cost of equipment per mile of road operated by company (63.2 miles)		
Proportion of cost of equipment for Iowa		548.58
Average cost of road and equipment per mile (63.2 miles)		
Average cost of road and equipment per mile in Iowa (63.2 miles)		

GENERAL EXHIBIT.

Total earnings, income	$	82,458.57
Total expenses, including taxes		47,625.26
Net earnings		34,833.31

Rentals, specifying amount paid to each company. None.
(This is not answered right, see expense account.)

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers	$	14,736.32
From express and baggage		525.81
From mails		810.21
Total earnings passenger department	$	16,072.34
Earnings, freight:		
From local	$	63,945.44
Total earnings freight department	$	63,945.44
Earnings per mile of road operated (63.20 miles)	$	1,304.57
Car mileage (credit balances)		1,627.47
Total income from all other sources, telegraph earnings		813.32
Total income from all sources	$	82,458.57

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	13,106.92
Renewal of ties (cost included in repairs of road). Number laid, 2,790.		
Repairs of bridges, including culverts and cattle-guards		1,946.07
Repairs of fences, road crossings, and signs		8.40
Repairs of buildings, stations, and water-tanks		575.61
Total	$	15,637.00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	1,294.59
Repairs of passenger cars		192.07
Repairs of freight cars		1,247.89
Total	$	2,734.55

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	6,181.21
Mail service		85.00
Oil and waste		495.98
Locomotive service		3,781.25
Bridge watchmen		207.00
Freight train service and supplies		2,694.23
Telegraph expenses (maintenance and operating)		66.63
Damage and loss of freight and baggage		49.97
Damages to property and cattle		366.75
Agents and station service		5,861.19
Trackage paid Illinois Central Railroad		529.20
Total	$	20,318.41

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	3,620.15
Legal expenses		25.80
Stationery and printing		460.20
Outside agencies and advertising		98.50
Taxes in Iowa		4,730.65
Total	$	8,935.30

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	15,637.00
Maintenance of motive power and cars		2,734.55
Conducting transportation		20,318.41
General expenses, including taxes		8,935.30
Total operating expenses and taxes	$	47,625.26
Operating expenses and taxes per mile of road (63.20 miles)		753.57

GENERAL RECAPITULATION.

Total income	$	82,458.57
Total operating expenses and taxes		47,625.26
Net income above operating expenses and taxes	$	34,833.31
Net income above operating expenses, taxes, and rental		None.
Gross income per train mile run (53,168 miles)		1.55
Net income per train mile run (53,168 miles), cents		67.5

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1881.

DEBIT.

Road bed, etc	$ 800,000.00
Real estate	1,294.67
Construction	406,294.43
Hampton elevator	2,405.18
Telegraph construction	5,530.37
Equipment	34,894.35
Material in store	9,301.38
Tax certificates	4,951.14
Commercil National Bank	4,508.51
Total	$ 1,269,180.03

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	158,600.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad	28,023.16
Foreign ticket account	167.49
Tax aid, Franklin county	20,041.64
Tax aid, Butler county	16,780.67
Tax aid, Bremer county	3,599.23
Sumner donations	902.50
Income account	1,065.34
Total	$ 1,269,180.03

BALANCE SHEET IN CASE CLOSING ENTRIES WERE MADE TO JUNE 30, 1882.

DEBIT.

Construction		$ 1,216,623.21
Real estate		3,699.85
Equipment		34,894.35
Material in store		13,946.41
Tax certificates paid for in stock		5,451.14
Coupons paid or due July 1, 1882		18,000.00
Income account		1,160.54
Road bed	$ 800,000.00	
Construction	406,294.43	
Telegraph construction	5,530.37	
Addded to construction account, Jan. 1, 1882, to June 31, 1882	4,798.41	
	$ 1,216,623.21	$ 1,293,775.50

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	159,100.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad Co	45,284.16
Foreign ticket account	29.84
Illinois Central Railroad Co	440.81
Tax aid, Franklin county	20,041.64
Tax aid, Butler county	16,814.11
Tax aid, Bremer county	8,687.94
Sumner donations	1,008.95
Commercial National Bank	2,368.05
	$ 1,293,775.50

DESCRIPTION OF ROAD.

Length main line of road from Sumner to Hampton, miles	63.2
Total length of road belonging to this company, miles	63.2
Aggregate length of sidings and other tracks not above enumerated	3.3
Same in Iowa	3.3
Aggregate length of track, computed as single track, exclusive of sidings	63.2
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	31.16
Total length of iron rails in tracks in Iowa	32.04
Weight per yard, steel 45 pounds.	
Weights per yard, iron, 50 pounds.	
Gauge of track	4 ft. 8½ in.
Total miles of road operated by this company	63.2
Total miles road operated by this company in Iowa	63.2

STATIONS.

Number of stations on all roads owned by this company	10
Same in Iowa	10
Number of stations on all roads operated by this company	10
Same in Iowa	10
Number of telegraph offices in stations in Iowa	10

EMPLOYES.

Number of persons regularly employed on all roads operated by this company—28 track men and 30 others	58
Same in Iowa	58
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 33,568.83

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges under 100 feet in length	14	840
Wooden, trestle, and pile	78	11,312

BOX CULVERTS IN IOWA.

Timber	176

CATTLE-GUARDS.

Number in Iowa 120

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.), ... 246,552

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Mile 16, east of Waverly	Pile	Pine	Nov., 1881	332
Mile 15, east of Waverly	Pile	Pine	Nov., 1881	64
Mile 14, east of Waverly	Pile	Pine	Nov., 1881	10
Mile 12, east of Waverly	Pile	Pine	July, 1881	64
Mile 11, east of Waverly	Pile	Pine	July, 1881	272
Mile 9, east of Waverly	Pile	Pine	July, 1881	64
Mile 8, east of Waverly	Pile	Pine	July, 1881	64
Mile 6, east of Waverly	Pile	Pine	July, 1881	96
Mile 5, east of Waverly	Pile	Pine	July, 1881	176
Mile 4, east of Waverly	Pile	Pine	April, 1882	128
Mile 2, east of Waverly	Pile	Pine	Nov., 1881	368
Mile 1, west of Waverly	Pile	Pine	July and Aug., 1881	64
Mile 1, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 2, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 2, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 3, west of Waverly	Pile	Pine	July and Aug., 1881	112
Mile 3, west of Waverly	Pile	Pine	July and Aug., 1881	96
Mile 3, west of Waverly	Pile	Pine	July and Aug., 1881	112
Mile 5, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 8, west of Waverly	Pile	Pine	July and Aug., 1881	16
Mile 9, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 11, west of Waverly	Pile	Pine	July and Aug., 1881	144
Mile 11, west of Waverly	Pile	Pine	July and Aug., 1881	64
Mile 12, west of Waverly	Pile	Pine	July and Aug., 1881	64
Mile 12, west of Waverly	Pile	Pine	July and Aug., 1881	48
Mile 13, west of Waverly	Pile	Pine	July and Aug., 1881	416
Mile 13, west of Waverly	Pile	Pine	July and Aug., 1881	416
Mile 13 to 23, inclusive of bridges	Pile	Pine	Sept. and Oct., 1881	714
Total				4,144

Give the average number of years that trestle and pile bridges last on your road in Iowa 9

Give the average number of years that wooden truss bridges last on your road in Iowa, supposed 9

ROAD-BED AND TRACK.

Number of track sections in Iowa 7

Average length of sections, miles 9

Average number of men in each section gang (including foremen) 4

Number of new ties laid in track during the year, on 12 miles old track 2,790

Average number of new ties per mile of road 232

What is the average number of years that ties last in your track in Iowa? White oak; supposed eight years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Illinois Central Railroad, at Waverley.
Burlington, Cedar Rapids & Northern Railroad, at Clarksville.

Number of highway crossings at grade 40

FENCING IN IOWA.

How many miles of fencing have you on your road, rods 1,706

What is the average cost per rod, cents 51

What is the total cost of same ..... $ 957.60

How many miles of new fencing have you built during the year, miles 53

Give the number of miles needed on both sides of your track in each county in Iowa:

In Bremer county	26.3
In Butler county	27.7
In Franklin county	9.2
Total miles	63.2

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	2	2
Number of baggage, mail, and express cars, combination	1	1
Number of box freight cars	20	20
Number of stock cars	10	10
Number of platform cars	20	20
Number of other cars	3	3
Total	54	54

Average weight of locomotives and tenders, tons 28

Maximum weight of passenger cars, tons 20

Average weight of passenger cars, tons 20

Number of cars equipped with train brake, passenger 1

Kind of brake, common wheel.

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight:

Weight of engine, 28 tons.
160 tons exclusive.
320 tons including weight of cars.
53 feet grade, maximum.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year 53,168

PASSENGER TRAFFIC.

Number of local passengers carried	25,211
Number of special ticket passengers carried	966
Number of 500 mile tickets	14
Total number of passengers carried	26,191
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2¾

FREIGHT TRAFFIC.

Number of tons of local freight carried	41,500
Total tons of freight carried	41,500
Total mileage of local freight (tons carried one mile)	830,000
Total freight mileage, or tons carried one mile	830,000

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, mixed train, miles	18

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	15,280	37
Flour	250	6
Provisions (beef, pork, lard, etc.)	60	
Animals	7,060	17
Other agricultural products	300	
Lumber and forest products	8,380	20
Coal	1,250	2
Plaster, lime, and cement	300	
Salt	230	
Petroleum	150	
Iron, steel, and castings	116	
Stone and brick	386	
Manufactures—articles shipped from point of production	60	
Merchandise, and other articles not enumerated above	7,678	18
Total tons carried	41,500	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company pay D. & D. R. R. Co. $30 per month for messenger, and 12 cents per hundred weight for freight and general express business done, and the same delivered at stations.

TRANSPORTATION COMPANIES.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Star Union Line, Pittsburgh, Pennsylvania, 80 cents; Blue Line, Rochester, New York, 35 cents.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $52.16 per mile per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? 63.8.
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. B. Dumont, New York.
Secretary—R. C. Groves, Dubuque, Iowa.
Manager and Treasurer—C. H. Booth, Dubuque, Iowa.
Superintendent and Chief Engineer—A. C. Goodrich, Waverly, Iowa.
Superintendent of Telegraph—Fred. Woro, Hampton, Iowa.
Auditor and General Passenger Agent—W. J. Couch, Dubuque, Iowa.
General Freight Agent—C. H. Booth, Dubuque, Iowa.
Attorney—S. P. Adams, Dubuque, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. A. Roosevelt, New York, N. Y.
Morris K. Jessup, New York, N. Y.
J. B. Dumont, New York, N. Y.
Mason Thompson, New York, N. Y.
H. L. Stout, Dubuque, Iowa.
C. H. Booth, Dubuque, Iowa.
Rufus C. Groves, Dubuque, Iowa.

Date of annual meeting of stockholders, first Tuesday in April.
Fiscal year of company ends December 31st.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Manager, and W. J. Couch, Auditor of the Dubuque & Dakota Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) C. H. BOOTH,
Manager.
W. J. COUCH,
Auditor.

Subscribed and sworn to before me, this 28th day of September, A. D. 1882.

O. H. HARRIS,

[L. S.] *Notary Public in and for Dubuque Co., Iowa.*

Received and filed in the office of the Commissioners of Railroads, this 30th day of September, A. D. 1882.

E. G. MORGAN,

Secretary Board of Railroad Commissioners.

REPORT

OF THE

ILLINOIS CENTRAL RAILROAD COMPANY,

LESSEE OF THE DUBUQUE & SIOUX CITY, IOWA FALLS & SIOUX CITY, CEDAR FALLS & MINNESOTA RAILROAD COMPANIES,

FOR THE YEAR ENDING JUNE 30, 1882.

GENERAL EXHIBIT.

Total earnings		$ 1,978,574.22
Total expenses, including taxes		1,043,619.35
Net earnings		934,954.87
Rentals, specifying amount paid to each company		773,652.35
Dubuque & Sioux City Railroad	$ 411,684.68	
Iowa Falls & Sioux City Railroad	248,597.67	
Cedar Falls & Minnesota Railroad	113,370.00	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 460,386.17	
From through passengers	128,454.74	
From all passengers		588,840.91
From express		20,539.50
From mails		33,778.56
From other sources, passenger department		1,423.28
Total earnings, passenger department		$ 644,582.25
Earnings per train mile run, 370,805 miles	1.74	
Earnings, freight:		
From local		$ 704,392.97
From through		607,127.67
From other sources, freight department		2,713.91
Total earnings, freight department		$ 1,314,234.55
Earnings per train mile run, 897,436 miles	1.47	
Total transportation earnings		1,958,816.80
Earnings per train mile run, from all trains earning revenue, 1,268,241 miles	1.54	
Earnings per mile of road operated, 402.16 miles		4,870.74
Proportion of earnings for Iowa		1,958,816.80
Rents received for use of road		19,467.05
Rents received for use of stations, etc		290.37
Total income from all sources		$ 1,978,574.22
Proportion of income for Iowa		$ 1,978,574.22

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track	$	142,199.59
Renewal of rails		29,113.58
No. tons laid, iron 2,203.15.		
Renewal of ties		49,950.32
No. laid, 117,166.		
Repairs of bridges, including culverts and cattle-guards		20,237.02
Repairs of fences, road-crossings, and signs		21,872.74
Repairs of buildings, stations, and water-tanks		14,213.46
Total	$	277,586.71

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	54,650.46
Repairs of passenger cars		27,417.02
Repairs of freight cars		54,156.16
Total	$	136,223.64

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	115,645.04
Water supply		11,701.74
Oil and waste		5,734.19
Locomotive service		88,621.76
Passenger train service		24,710.71
Passenger train supplies		8,061.31
Freight train service		50,240.21
Freight train supplies		11,057.19
Mileage of freight cars (debit balance)		11,491.75
Telegraph expenses (maintenance and operating)		17,178.60
Damage and loss of freight and baggage		5,047.00
Damage to property and cattle		10,454.96
Personal injuries		4,299.32
Agents and station service		87,315.63
Station supplies		10,204.47
Total	$	461,763.88

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	52,335.74
Legal expenses		15,347.28
Insurance		4,625.07
Outside agencies and advertising		10,575.75
Contingencies		24,537.12
Taxes in Iowa		60,624.16
Total	$	168,045.12
Rentals		773,652.35
Total	$	941,697.47

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	277,586.71
Maintenance of motive power and cars		136,223.64
Conducting transportation		461,763.88
General expenses, including taxes		168,045.12
*Total operating expenses and taxes	$	1,043,619.35
Operating expenses and taxes per mile of road ($ 1,043,619.35)	$	2,595.04
Operating expenses and taxes per train mile run, for trains earning revenue ($1,043,619.35)		.82
Proportion of operating expenses and taxes for Iowa		1,043,619.35
†Expenses of running and management of all trains earning revenue		498,443.36
Percentage of operating, expenses and taxes to earnings		53

GENERAL RECAPITULATION.

Total earnings	$	1,978,574.22
Total operating expenses and taxes		1,043,619.35
Net earnings above operating expenses and taxes		934,954.87
Net earnings above operating expenses, taxes, and rental		161,302.52
Gross earnings per train mile run 1,268,241, miles	$1.56	
Net earnings exclusive of rental per train mile run 1,268,241 miles	.74	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

DESCRIPTION OF ROAD.

Length main line of road from C. F. Junction to Mona, Dubuque to Sioux City	402.16
Aggregate length of sidings and other tracks not above enumerated	38.68
Aggregate length of track, computed as single track, exclusive of sidings	402.16
Total length of steel rails in tracks in Iowa, exclusive of sidings	69.22
Total length of iron rails in tracks in Iowa, exclusive of sidings	332.94
Weights per yard, steel, 60 pounds.	
Weights per yard, iron 42 to 61 pounds.	
Gauge of track	4 ft. 8½ in

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Dubuque & Sioux City	142.89
Iowa Falls & Sioux City	183.69
Cedar Falls & Minnesota	75.58
Total length of above roads in Iowa	402.16
Total miles road operated by this company in Iowa	402.16

* No allowance made for general salaries, etc.

† In addition to above, we charge Iowa leased lines $37,596 for engines and cars loaned.

STATIONS.

Number of stations on all roads operated by this company	250
Same in Iowa	59
Number of telegraph offices in stations in Iowa	47

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	5,292
Same in Iowa	1,014
Amount paid employes, including officials, on all roads operated by this company	$ 3,015,053.92
Same in Iowa	583,173.39

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	24	3,451
Iron bridges over 100 feet in length	1	110
Wooden truss bridges under 100 feet in length	29	4,930
Wooden trestle and pile	621	50,940

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	1	169
Less than 20 feet opening	17	

BOX CULVERTS IN IOWA.

Timber	20	63
Stone	143	384.75

CATTLE-GUARDS.

Number in Iowa	380

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of trestle work replaced with earth during the year (lineal feet)	240

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
D. & S. C. R. R.	Pile	Wood	Sept., 1881	16
D. & S. C. R. R.	Pile	Wood	Oct., 1881	43
D. & S. C. R. R.	Pile	Wood	Dec., 1881	706
D. & S. C. R. R.	Howe truss	Wood	June, 1882	115
C. F. & M. R. R.	Pile	Wood	Aug., 1881	45
C. F. & M. R. R.	Pile	Wood	Sept., 1881	175
Total				1,100

ROAD-BED AND TRACK.

Number of track sections in Iowa	65
Average length of sections	6.18
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	117,166
Average number of new ties per mile of road	291
New rails laid in track during the year in Iowa, iron, 699.51 tons, miles	7.42
Track laid with second hand rails during the year in Iowa, tons, 1,060.21; miles	18.9

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Burlington, Cedar Rapids & Northern Railway, west of Independence.
Burlington, Cedar Rapids & Northern Railway, west of Cedar Falls.
Central Iowa Railroad, west of Ackley.
Burlington, Cedar Rapids & Northern Railway, east of Iowa Falls.
Chicago & Northwestern Railway, west of Webster City.
Minneapolis & St. Louis Railway, west of Ft. Dodge.
Sioux City & Pacific Railroad, at Sioux City.
Dubuque & Dakota Railroad, north of Waverly.
Chicago, Milwaukee & St. Paul Railway, south of Charles City.
Des Moines & Ft. Dodge Railroad, at Tara.

What railroads cross your road, either over or under, and at what locality?
Chicago, Milwaukee & St. Paul Railway, west of Delaware, under.

Number of highway crossings at grade	408
Number of highway crossings at which there are flagmen	5
Number of highway crossings over railroad	3
Number of highway crossings under railroad	8
Number of highway bridges 18 feet above track	3
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road	52.38

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives	16	29	45
Number of passenger cars	9	7	16
Number of baggage, mail, and express cars	5	9	14
Number of parlor and sleeping cars		3	3
Number of box freight cars, stock cars, platform cars, coal cars	206	1,016	1,222
Total			1,255

Maximum weight of locomotives and tenders, tons	67
Average weight of locomotives and tenders, tons	55
Number of locomotives equipped with train brake	12
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	25
Average weight of passenger cars, tons	21
Number of cars equipped with train brake	33
Kind of brake, Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer	33

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 30 tons; 140 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	370,805
Miles run by freight trains during the year	897,436
Miles run by switching trains during the year	158,308
Miles run by other trains during the year	24,343
Total train mileage	1,450,892

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4.24
Average weight of passenger trains, exclusive of passengers, tons	120
Average number of cars in freight trains	10.39
Average weight of freight trains, exclusive of freight, tons	155

PASSENGER TRAFFIC.

Number of through passengers carried	41,729
Number of local passengers carried	365,988
Total number of passengers carried	407,717
Total passenger mileage, or passengers carried one mile	20,125,900
Average distance traveled by each passenger	49.30
Average amount received from each passenger	$ 1.44
Average rate of fare per mile for all passengers, cents	2.92

FREIGHT TRAFFIC.

Number of tons of through freight carried	291,838
Number of tons of local freight carried	322,210
Total tons of freight carried	614,048
Total freight mileage, or tons carried one mile	78,560,200
Average rate per ton per mile received for all freight	$ 1.68
Average rate per ton per mile received from freight to and from other roads	1.60
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	35

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	9,768,185
Number of miles run by loaded freight cars in work trains	235,681
Number of miles run by empty freight cars east and south	3,036,572
Percentage of empty freight cars hauled both ways	23.7

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	22
Rate of speed of freight trains, including stops, miles	11

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	132,901	21.6
Flour	8,665	1.4
Provisions (beef, pork, lard, etc.)	2,627	.4
Animals	68,820	11.2
Other agricultural products	25,680	4.2
Lumber and forest products	123,265	20.1
Coal	89,627	14.6
Salt	7,793	1.3
Oil of all kinds	5,332	.9
Manufactures—articles shipped from point of production	8,519	1.4
Merchandise, and other articles not enumerated above	140,819	22.9
Total tons carried	614,048	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DUBUQUE, IOWA, FOR THE YEAR ENDING JUNE 30TH, 1882.

West bound, number of tons	108,375
East bound, number of tons	183,463
Total tons	291,838

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. We receive about $20,500 per annum.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? All transportation lines can use these roads on payment of the usual rates. We have no contracts with any of them.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Illinois Central and Pullman sleeping cars. The usual rates for sleeping car accommodations.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangements by which these cars run on your road, the terms, and who receives the earnings. We pay usual mileage for Pullman cars; that company receives the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? About $34,000 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? At Dubuque, $650 per annum; at Sioux City, $270 per annum.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co.; 402.16 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July	26 D. P. Geary, brakeman		Fell out end of car.
August	10 B. F. Hoag, brakeman		Coupling freight cars.
September	1 I. B. Gaines, brakeman		Fell off freight cars.
October	6 L. Harris, citizen		Walking across track.
October	20 A. Moran, citizen		Struck by St. Paul train.
December	30 D. Whalen, yard switchman		Uncoupling moving cars.
1882.			
March	16 Jno. Flanner, citizen		Walking on track.
March	27 H. D. Burke, yard switchman		Uncoupling cars in motion.
May	10 W. McDaniels, citizen		Walking or lying on track.
May	27 E. Ebert, citizen		Run over by hand car.
June	6 Hattie Johnson, a child three years old.		Crawling under freight cars.
June	14 Pat. McAvoy, citizen		Walking on track.
June	24 W. E. Orris, brakeman		Uncoupling moving freight cars.

INJURED.

1881.			
July	5 E. Wright, brakeman		Coupling freight cars; side bruised.
July	16 John Bell, engineer		Fell from engine; right leg contused.
August	6 A. Heyward, boy 12 years old		Climbing between freight cars; foot crushed.
September	8 E. E. Warren, agent		Coupling freight cars; right hand bruised.
September	21 W. Boylston, brakeman		Fell from top of freight cars; body bruised.
September	30 G. D. Pratt, brakeman		Coupling freight cars; collar bone broken.
October	21 D. Kelsey, brakeman		Fell off car; arm broken.
November	8 F. Haney, brakeman		Uncoupling freight cars; flesh wound on hand.
December	5 A. S. Miller, brakeman		Coupling freight cars; arm broken.
December	5 John Welsh, brakeman		Coupling freight cars; arm dislocated.
December	16 W. Cunningham, yard switchman		Coupling passenger cars; back and breast hurt.
December	22 W. Mitchell, brakeman		Fell off cars; shoulder sprained.
1882.			
January	11 O. Leotz, citizen		Walking on bridge; leg broken.
January	19 J. W. Smith, brakeman		Coupling engine to freight cars; body squeezed.
February	9 L. Hall, passenger		Climbing moving train; face scratched.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
February	17 C. B. Miller, brakeman		Coupling freight cars; back sprained.
February	20 Jana McCue, brakeman		Coupling freight cars; hip bruised.
March	28 W. S Wiley, fireman		Jumped from engine; hand sprained.
April	13 D. Herdnot, yard switchman		Uncoupling freight cars; two fingers bruised.
April	21 A. Becker, citizen		Moving freight cars on side track; arm and body bruised.
April	28 A. Young, tramp		Climbing on train; foot contused.
May	2 A. J. Lawyer, passenger		Climbing moving train; foot contused.
May	20 W. Yuzer, brakeman		Defective car ladder; back and hip bruised.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collisions	....	....	....	....	1	....
Coupling cars	....	1	....	....	10	....
Uncoupling cars in motion	....	3	....	....	2	....
Falling from trains	....	2	....	....	4	....
Getting on and off trains	....	....	....	2	....	....
Highway crossings	....	....	1	....	....	....
Miscellaneous	....	....	1	....	....	2
Stealing rides	....	....	....	....	....	1
Trespassers on track	....	....	5	....	....	1
Total	....	6	7	2	17	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	13
Number of persons injured during the year	23
Number of persons killed or injured while intoxicated	4
Number of trespassers on track killed or injured	6
Number of tramps or others stealing rides killed or injured	1

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

W. K. Ackerman, President, and John C. Welling, Auditor of the Illinois Central Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) W. K. ACKERMAN.
J. C. WELLING.

Subscribed and sworn to before me, this 29th day of August, A. D. 1882.

[L. S.] JOHN DUNN,

Commissioner for the State of Iowa in the State of Illinois, residing in the State of Illinois.

Received and filed in the office of the Commissioners of Railroads, this 30th day of August, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR FALLS & MINNESOTA RAILROAD

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 2,550,000.00	
Amount authorized by vote of company		$ 1,586,500.00
Amount issued, number of shares; amount paid in		1,586,500.00
Total amount paid in as per books of the company		1,586,500.00

Amount of stock per mile of road	$ 20,991.00
Amount of stock representing the road in Iowa.	All.
Amount of stock held in Iowa	None.
Total number of stockholders	90
Number of stockholders in Iowa	None.

DEBT.

Funded debt as follows:

Bonds due 1884; rate of interest, 7 per cent		$ 210,000.00
Interest paid on same during the year	$ 14,700.00	
Bonds due 1907; rate of interest, 7 per cent		1,377,000.00
Interest paid on same during the year	96,390.00	
Total amount of funded debt		$ 1,587,000.00
Total amount of debt liabilities		$ 1,587,000.00

Amount of debt per mile of road	$ 20,997.62
Total amount of stock and debt	3,173,500.00
Amount of stock and debt per mile of road	41,988.62

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 3,173,500.00
Average cost of construction per mile of road (75.58 miles.)	$ 41,988.62

Proportion of cost of construction for Iowa. All in Iowa.

GENERAL EXHIBIT.

Total earnings, fixed rental at $1,500 per mile	$ 113,370.00
Total expenses, including taxes	1,411.31
Net earnings	111,958.69
Interest on funded debt	111,090.00
Interest paid on funded debt	111,090.00
Dividends declared (per cent). None.	
Balance for the year	868.69
Income from other sources than rental. None.	
Total income from all sources for the year	$ 113,370.00

SURPLUS.

The amount invested in railroad stocks	$ 1,580.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Minnesota & Southwestern R. R., stock	1,580.00
The amount of its own bonds owned by the company	114,000.00
Cash in sinking fund	11,853.31

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, DECEMBER 31, 1881.

DEBIT.

Construction	$ 3,173,500.00
Central Trust Co., New York	11,853.31
Sinking fund	10,866.42
Lands and lots	2,591.04
Minnesota & Southwestern Railroad stock	1,580.00
Cash with New York agents to pay coupons, due Jan. 1, 1882.	38,817.00
Cash in Dubuque	23.88
Total	$ 3,239,231.65

CREDIT.

Capital stock	$ 1,586,500.00
Bonds	1,473,000.00
Bonds in sinking fund, Central Trust Company, trustee	100,000.00
Bonds in agent's hands, New York	14,000.00
Cash in sinking fund, Central Trust Company, trustee	11,853.31
Coupons, monthly interest on $210,000 bonds not due, credited 1871	2,450.00
Donations at time of construction	3,233.34
Income account	48,195.00
Total	$ 3,239,231.65

BALANCE SHEET AS WOULD HAVE BEEN SHOWN HAD BOOKS BEEN CLOSED JUNE 30, 1882.

DEBIT.

Construction	$ 3,173,500.00
Central Trust Company, New York	11,853.31
Sinking fund	10,376.42
Lands and lots	2,588.44
Minnesota & Southwestern Railroad stock	1,580.00
Total	$ 3,199,898.17

CREDIT.

Capital stock	$ 1,586,500.00
Bonds	1,473,000.00
Bonds in sinking fund, Central Trust Company, trustee	100,000.00
Bonds in agent's hands, New York	14,000.00
Cash in sinking fund, Central Trust Company, trustee	11,853.31
Coupons, monthly interest on $210,000, bonds not due, credited in 1871	2,450.00
Donations at time of construction, 1869	3,233.34
Agents in New York	8,140.99
Commercial National Bank	10.19
Income account	710.34
Total	$ 3,199,898.17

DESCRIPTION OF ROAD.

Length main line of road from Cedar Falls to Mona, miles	75.58

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—John S. Kennedy, New York City.
Secretary—C. H. Booth, Dubuque, Iowa.
Treasurer—C. H. Booth.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

John S. Kennedy, 63 William Street, New York.
D. Willis James, New York.
J. Kennedy Tod, New York.
O. H. Northcote, New York.
Jas. A. Roosevelt, New York.

Date of annual meeting of stockholders, second Monday in April.
Fiscal year of company from January 1st to December 31st, inclusive.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, } ss.
COUNTY OF DUBUQUE. }

C. H. Booth, Secretary and Treasurer of the Cedar Falls and Minnesota Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. H. BOOTH,
Secretary and Treasurer.

Subscribed and sworn to before me, this 26th day of September, A. D. 1882.

[L. S.] ED. W. DUNCAN,
Notary Public of Iowa, in and for Dubuque county.

Received and filed in the office of the Commissioners of Railroads, this 28th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 6,000,000.00	
Amount authorized by vote of the company	5,000,000.00	
Amount issued, number of shares, 49,993; amount paid in		$ 4,999,300.00
Amount paid in on shares not issued, number of shares, scrip		650.63
Amount of preferred stock outstanding		100.00
Amount of scrip preferred		143.82
Scrip and preferred stock supposed to be lost and deposit of $243.82 made in U. S. Trust Co., to redeem if ever presented.		
Total amount paid in as per books of the company		$ 5,000,194.45
Amount of stock per mile of road	$ 35,039.90	
Amount of stock representing the road in Iowa. All in Iowa.		
Amount of stock held in Iowa	30,200.00	
Total number of stockholders	394	
Number of stockholders in Iowa	7	

DEBT.

Funded debt as follows:		
Bonds due 1883, rate of interest 7 per cent		$ 286,000.00
Interest paid on same during the year	$ 20,020.00	
Bonds due 1894, rate of interest 7 per cent		586,000.00
Interest paid on same during the year	$ 410.20	
Total amount of funded debt		$ 872,000.00
Contingent liability as guarantor of bonds or debts of other roads:		
$630,000 of bonds dated July 1, 1879, and running forty years at 6 per cent interest, as guaranteed by this company.		
Total amount of debt liabilities		$ 872,000.00
Amount of debt per mile of road	$ 6,110.72	
Total amount of stock and debt	5,872,194.45	
Amount of stock and debt per mile of road	41,150.62	

GENERAL EXHIBIT.

Total earnings (rental of 36 per cent of gross earnings)*	$ 366,000.00
Total expenses, including taxes	6,098.83
Net earnings	359,901.17
Interest on funded debt	61,040.00
Interest paid on funded debt	61,040.00
Dividends declared (6 per cent), 2 of 3 per cent each	297,930.00
Balance for the year	913.17
Total income from all sources for the year	$ 366,000.00

SURPLUS.

The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:

Dubuque & Dakota R. R. Co., bonds	$ 4,000.00

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1882.

DEBIT.

Railroad and appurtenances	$ 5,621,112.71
Iowa Land & Loan Company stock	260,819.40
Dubuque & Dakota R. R. Co	33,383.16
Dubuque & Dakota R. R. Co. bonds	15,000.00
Loans receivable	40,000.00
U. S. Trust Co	243.82
Illinois Central R. R. Co	29,652.22
M. K. Jessup, President	16,537.76
Funds in bank at Dubuque (Commercial National)	10.79
Total	$ 6,016,759.86

CREDIT.

Capital stock, common	$ 4,999,300.00
Capital stock, fractional share scrip, common	650.62
Capital stock, preferred	100.00
Capital stock, fractional share scrip, preferred	143.82
Dividend scrip, Nos. 1, 2, and 3	94.05
First mortgage bonds	295,500.00
Construction bonds, middle division	586,000.00
Iowa Land & Loan Co	15,612.50
Unclaimed dividends	17,089.81
Unpaid coupons	1,135.74
Income account	101,133.32
Total	$ 6,016,759.86

*Small unadjusted balance due, full settlement being made at the end of calendar and fiscal year of the company.

BALANCE SHEET OF D. & S. C. R. R. CO'S BOOKS AS WOULD HAVE APPEARED HAD BOOKS BEEN CLOSED JUNE 30, 1882.

DEBIT.

Railroad and appurtenances	$ 5,621,112.71
Iowa Land & Loan Co. stock	260,819.40
Dubuque & Dakota R. R. Co.	45,284.16
Dubuque & Dakota R. R. Co. bonds	4,000.00
Loans receivable	65,000.00
U. S. Trust Co.	243.82
M. K. Jessup, President	2,447.84
Cash in bank at Dubuque (Commercial National)	23.72
Total	$ 5,988,931.65

CREDIT.

Capital stock	$ 4,999,300.00
Capital stock, fractional share scrip, common	650.62
Capital stock, preferred	100.00
Capital stock, fractional share scrip, preferred	143.82
Dividend scrip, Nos. 1, 2, and 3	94.05
First mortgage bonds	286,000.00
Construction bonds, middle division	586,000.00
Iowa Land & Loan Co.	15,612.50
Unpaid coupons	1,135.74
Unclaimed dividends	10,648.81
Iowa Homestead Co.	295.00
Income account	88,961.11
Total	$ 5,988,931.65

DESCRIPTION OF ROAD.

Length main line of road from Dubuque to Iowa Falls, miles	142.70

ADDITIONAL QUESTIONS.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants? Full grant.
State the number of acres sold? The company has sold all its lands.
State the amount received from sales? I have not the books of the trustees and cannot state answer to questions in relation to disposal of lands.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Morris K. Jessup, 52 Williams St., New York.
Vice-President—James A. Roosevelt, New York.
Secretary—C. H. Booth, Dubuque, Iowa.
Treasurer—Jno. B. Dumont, New York.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Morris K. Jessup, New York City.
James A. Roosevelt, New York City.
D. Willis James, New York City.
Jno F. Slater, Norwich, Connecticut.
Abram S. Hewitt, New York.
J. Pierpont Morgan, New York.
Lorenzo Blackstone, Norwich, Connecticut.
Mason Thompson, New York.
S. H. Herriman, New York.

Date of annual meeting of stockholders, second Monday in February.
Fiscal year of company ends December 31st.
General offices of the company located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

I, C. H. Booth, Secretary of the Dubuque & Sioux City, Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. H. BOOTH,
[S. L. OF R. R.] *Secretary.*

Subscribed and sworn to before me, this 27th day of September, A. D. 1882.
[L. S.] ED. W. DUNCAN,
Notary Public of Iowa in and for Dubuque County.

Received and filed in the office of the Commissioners of Railroads, this 29th day of September, A. D. 1882.
E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

IOWA FALLS & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association		$ 6,000,000.00
Amount authorized by vote of the company. No vote on the question.		
Amount issued, number of shares, 46,250; amount paid in		4,625,000.00
Amount of common stock issued		4,625,000.00
Capital stock now outstanding		4,623,500.00
Total amount paid in as per books of the company		$ 4,625,000.00
Amount of stock per mile of road	$ 25,170.12	
Amount of stock representing the road in Iowa	4,623,500.00	
Amount of stock held in Iowa	59,500.00	
Total number of stockholders	364	
Number of stockholders in Iowa	13	

DEBT.

Funded debt as follows:		
First mortgage bonds due October 1, 1917, rate of interest 7 per cent		$ 2,947,500.00
Interest paid on same during the year		
Total amount of funded debt		$ 2,947,500.00
Total amount of floating debt		144,474.82
Total amount of debt liabilities		$ 3,091,974.82
Amount of debt per mile of road	$ 16,832.57	
Total amount of stock and debt	7,715,474.82	
Amount of stock and debt per mile of road	42,002.69	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 7,585,000.00
Average cost of construction per mile of road (183.69 miles)	$ 41,292.40
Proportion of cost of construction for Iowa	7,585,000.00

GENERAL EXHIBIT.

Total income	$ 1,035,696.86
Total expenses, including taxes	6,037.00
Net income	$ 1,029,659.86
Interest accruing during the year	207,596.47
Interest paid during the year	
Interest on funded debt	206,325.00
Interest paid on funded debt	
Interest on floating debt	1,271.47
Interest paid on floating debt	
Dividends declared, six per cent	277,410.00
Balance for the year—surplus	544,653.39
Balance at commencement of the year—surplus	421,684.83
Balance at the close of the year, June 30, 1882—surplus	966,338.22
Total income from all sources for the year	$ 1,035,696.86

ANALYSIS OF INCOME.

Rents received for use of road:	
Rental and drawback under lease	$ 298,784.79
From land department	697,500.00
From dividends on Mo. Valley Land Company stock	1,540.00
From interest on loans	35,429.35
Account rental previous years	2,442.72
Total income from all sources	$ 1,035,696.86
Proportion of income for Iowa	$ 1,035,696.86

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

GENERAL EXPENSES.

Salaries of general officers	$ 3,085.04
General expenses and clerk hire	2,951.96
Total	$ 6,037.00

GENERAL RECAPITULATION.

Total income	$ 1,035,696.86
Total expenses and taxes	6,037.00
Net income above expenses and taxes	$ 1,029,659.86
Net income above expenses, taxes, and interest	822,063.39
Percentage of net income to stock and debt	10.65
Percentage of net income to cost of road	10.84

SURPLUS.

Surplus at the commencement of the year		$ 421,684.83
Surplus at the close of the year		966,338.22
The amount invested in stocks		8,800.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:		
Missouri Valley Land Company, 220 shares, par value, $50 per share.		
Amount in hands of treasurer and assistant treasurer		261,434.20
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:		
Improvement and protection fund, invested in the company's bonds	$ 127,821.25	
In loans drawing interest and in cash	674,045.31	
		801,866.56
Amount absorbed in construction		14,000.00
Amount in balances from other roads		24,712.28
		$ 1,110,813.04
Deduct unfunded indebtedness		144,474.82
		$ 966,338.22

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$ 7,585,000.00
Improvement and protection fund	801,866.56
Stock of Missouri Valley Land Company	8,800.00
Cash	161,434.20
Illinois Central Railroad Company	24,712.28
Total	$ 8,681,813.04

CREDIT.

Capital stock	$ 4,623,500.00
Funded debt	2,947,500.00
Unfunded debt:	
Interest unpaid	105,070.00
Accounts payable	39,404.82
Profit and loss balance	966,338.22
Total	$ 8,681,813.04

DESCRIPTION OF ROAD.

Length main line of road from Iowa Falls to Sioux City, Iowa	183.69
Total length of road belonging to this company	183.69
Weight per yard, iron rails 56 pounds.	
Gauge of track	4 ft. 8½ in.

ADDITIONAL QUESTIONS.

LAND—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	683,076.55
State the number of acres yet to inure to your company from congressional grants. Not known.	
State the average price at which these lands have been sold or contracted by the company	$ 6.76
State the number of acres sold	583,265.64
State the amount received from sales	$ 1,513,202.56
State the amount unpaid on outstanding contracts	1,006,255.45
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882	3,122,864.29
State the amount expended in sale and management of lands	279,874.33
State the amount of taxes paid on lands	613,160.72
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	2,229,829.24

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—J. Van Deventer, Cedar Rapids, Iowa.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Land Commissioner—J. Van Deventer, Cedar Rapids, Iowa.
Auditor Land Department—P. E. Hall, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Lands—Chas. H. Clark, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.
Attorneys—Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts,
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
David P. Kimball, Boston, Massachusetts.
James Van Deventer, Clinton Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor, of the Iowa Falls & Sioux City Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) P. E. HALL.
[L. S. OF R. R.] HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

[L. S.] CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 20,000,000.00	
Amount authorized by vote of the company	10,000,000.00	
Amount issued, number of shares 95,887; amount paid in		$
Amount of common stock issued		5,588,700.00
Amount of preferred stock issued, and conditions of preferment		4,000,000.00
Preferred stock receives seven per cent per annum dividends out of any money available for that purpose, before the common receives any dividend. All the stock of this company issued was issued to take up and retire the stock of the consolidating companies.		
Total amount paid in as per books of the company		$ 9,588,700.00

Amount of stock per mile of road	$	27,396.00
Amount of stock representing the road in Iowa.		3,780,648.00
Amount of stock held in Iowa. Not known.		
Total number of stockholders		197
Number of stockholders in Iowa. Not known.		

DEBT.

Funded debt as follows:

First mortgage bonds, due 1907; rate of interest 7 per cent		$ 455,000.00
Interest paid on same during the year	$ 31,850.00	
First mortgage bonds, due 1927; rate of interest 7 per cent		950,000.00
Interest paid on same during the year	$ 66,500.00	
First mortgage bonds, due 1907; rate of interest 7 per cent		280,000.00
Interest paid on same during the year	$ 19,600.00	
First mortgage bonds, due 1909; interest, 7 per cent		1,015,000.00
Interest paid	$ 71,050.00	
First mortgage bonds, due 1910; interest, 7 per cent		123,000.00
Interest paid	$ 8,610.00	
First mortgage bonds, due 1910; interest, 7 per cent		636,000.00
Interest paid	$ 44,520.00	
First mortgage bonds, due 1920; interest, 6 per cent		930,000.00
Interest paid	$ 55,800.00	
First mortgage bonds, due 1890; interest, 7 per cent		500,000.00
Interest paid	$ 35,000.00	
First mortgage bonds, due 1901; interest, 6 per cent		100,000.00
Interest paid	$ 6,000.00	
First mortgage bonds, due 1932; interest, 6 per cent		800,000.00
Interest paid	$ 48,000.00	
Total amount of funded debt		$ 5,789,000.00

Floating debt:

Incurred for construction	$ 245,146.01	
Incurred for equipment	1,437,855.74	
Incurred for real estate	69,500.00	
Total amount of floating debt		1,752,501.75
Total amount of debt liabilities		$ 7,541,501.75
Amount of debt per mile of road	$ 21,514.99	
Total amount of stock and debt	17,130,201.75	
Amount of stock and debt per mile of road	48,873.61	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 14,462,626.43
Average cost of construction per mile of road (350½ miles)	41,262.84
Proportion of cost of construction for Iowa	5,694,271.92

COST OF EQUIPMENT.

Locomotives		$ 742,867.65
Passenger, mail, baggage, and express cars		1,341,042.97
Parlor, dining, and sleeping cars		
Freight and other cars		
Wrecking cars, pile-drivers, and tools		4,493.48
Total for equipment		2,088,404.10
Average cost of equipment per mile of road operated by company (350½ miles)		5,958.35.7
Proportion of cost of equipment for Iowa	$ 822,253.68	
Total cost of road and equipment		$ 16,551,030.53
Average cost of road and equipment per mile (350½ miles)		50,902.00
Proportion of cost of road and equipment for Iowa		6,535,567.22
Average cost of road and equipment per mile in Iowa (350½ miles)		46,351.54

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading		$ 208,769.02
Bridging and masonry		72,796.94
Superstructure, including rails		1,331,810.48
Land, land damages, and fences		121,935.19
Passenger and freight stations, coal sheds, and water stations		52,653.69
Engine houses, car sheds and turn tables		3,124.73
Machine shops, including machinery and tools		100,141.79
Engineering, agencies, salaries, and other expenses during construction		25,464.11
Miscellaneous items		31,293.17
Discount on bonds sold		170,250.00
Total for construction		$ 2,118,239.12

EQUIPMENT.

Locomotives, number	31	$ 568,435.07
Passenger, mail, baggage, and express cars, number	19	87,446.14
Freight and other cars, number	678	604,405.77
Total for equipment		$ 1,260,286.98
Total expenditures charged to property accounts		$ 3,378,526.10
Net addition to property account for the year		$ 1,848,058.47

GENERAL EXHIBIT.

Total earnings	$ 1,453,878.48
Total expenses, including taxes	1,175,406.20
Net earnings	278,472.28
Interest accruing during the year	489,219.76
Interest paid during the year	489,219.76
Interest on funded debt	386,930.00
Interest paid on funded debt	386,930.00
Interest on floating debt	102,289.76
Interest paid on floating debt	102,289.76
Total income from all sources for the year	$ 1,453,878.48

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 161,954.54	
From through passengers	99,671.92	
From all passengers and extra baggage		$ 261,626.46
From express		10,824.13
From mails		23,144.62
From other sources, passenger department		
Total earnings, passenger department		$ 295,595.21
Earnings per train mile run (264,550 miles)		$1.11.36
Earnings, freight:		
From local	$ 663,415.69	
From through	444,967.89	
From other sources, freight department	46,899.69	
Total earnings, freight department		1,158,283.27
Earnings per train mile run (884,007 miles)		$ 1.31.03
Total transportation earnings		$ 1,453,878.48
Earnings per train mile run, from all trains earning revenue (1,148,557 miles)		$ 1.26.6
Earnings per mile of road operated (350½ miles)		4,148.01
Proportion of earnings for Iowa		347,404.25
Total income from all sources		$ 1,453,878.48
Proportion of income for Iowa		$ 347,404.25

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 182,842 02
Repairs of bridges, including culverts and cattle-guards	15,605.31
Repairs of fences, road-crossings, and signs	888.38
Repairs of buildings, stations, and water-tanks	6,764.40
Total	$ 206,100.11

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 76,952.21
Repairs of passenger and freight cars	97,706.48
Total	$ 174,658.69

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel	$ 194,984.56
Water supply	10,706.73
Oil and waste	14,219.82
Locomotive service	118,292.95
Train service and supplies	98,837.22
Mileage of freight cars (debit balance)	11,291.98
Telegraph expenses (maintenance and operating)	23,981.65
Damage and loss of freight and baggage	10,751.73
Damage to property and cattle	12,696.86
Personal injuries	8,827.56
Agents and station service and supplies	159,505.25
Total	$ 664,096.31

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 51,904.48
Legal expenses		7,502.60
Insurance		10,106.54
Stationery		437.40
Outside agencies, advertising, and printing		13,179.77
Contingencies		12,378.99
Taxes in Iowa	$ 6,110.54	
Taxes in other States	28,930.77	
Total taxes		35,041.31
Total		$ 130,551.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 206,100.11
Maintenance of motive power and cars	174,658.69
Conducting transportation	664,096.31
General expenses, including taxes	130,551.09
Total operating expenses and taxes	$ 1,175,406.20
Operating expenses and taxes per mile of road	$ 3,353.51
Operating expenses and taxes per train mile run, for trains earning revenue (1,578,685 miles)	.74.46
Proportion of operating expenses and taxes for Iowa	458,745.98
Expenses of running and management of all trains earning revenue	1,175,406.20
Percentage of expenses to income	.80.82

GENERAL RECAPITULATION.

Total income	$ 1,453,878.48
Total operating expenses and taxes	1,175,406.20
Net income above operating expenses and taxes	278,472.28
Net income above operating expenses, taxes, interest, and rental (deficit)	210,747.48
Gross income per train mile run (1,578,685 miles)	.92.16

Net income per train mile run. None.

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Cash	$ 102,474.63
Material and supplies	156,836.75
Construction account	17,841,152.53
Due from agents and companies	95,326.46
Interest on bonds	423,141.83
Total	$ 18,618,932.20

CREDIT.

Vouchers and accounts	$ 1,360,130.57
Capital stock	9,588,700.00
Funded debt	5,789,000.00
Bills payable	1,752,501.75
Profit and loss	128,599.88
Total	$ 18,618,932.20

DESCRIPTION OF ROAD.

Length main line of road from Minneapolis to Norman, miles,	122
Length of main line of road in Iowa, Norman to Angus	138
Branches owned by this company:	
Coal Branch, Kalo Junction to Kalo, Iowa	3
Minneapolis to White Bear	15
Wyoming to Taylor's Falls (21 miles, half)	10.5
Hopkins to Winthrop	62
Total length of branches owned by this company	90.5
Total length of branches belonging to this company in Iowa	3
Total length of road belonging to this company, miles	350.5
Aggregate length of sidings and other tracks not above enumerated. Cannot state.	
Same in Iowa. Cannot state.	
Aggregate length of track computed as single track, exclusive of sidings	350.5
Same in Iowa	141
Total length of rails in tracks in Iowa, exclusive of sidings. All iron. Weights per yard, iron, 50 pounds.	
Gauge of track (standard)	4 ft., 8½ in.
Total miles of road operated by this company	350½
Total miles road operated by this company in Iowa	141

STATIONS.

Number of stations on all roads owned by this company	46
Same in Iowa	14
Number of stations on all roads operated by this company	46
Same in Iowa	14
Number of telegraph offices in stations in Iowa	14

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	2,688
Amount paid employes, including officials, on all roads operated by this company	$ 922,469.04

Same in Iowa. Cannot give it.

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	163
Combination bridges over 100 feet in length	3	360
Combination bridges under 100 feet in length	3	198
Wooden trestle and pile	70	4,805

BOX CULVERTS IN IOWA.

Timber	166
Stone, tile	25

CATTLE-GUARDS.

Number of in Iowa	87

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet, B. M.)	73,462

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Webster county	Trestle	Wood	1882	128
Webster county	Trestle	Wood	1882	48
Webster county	Trestle	Wood	1882	64
Webster county	Trestle	Wood	1882	144
Webster county	Trestle	Wood	1882	48
Webster county	Trestle	Wood	1882	84
Total				516

Give the average number of years the trestle and pile bridges last on your road in Iowa. None worn out.
Give the average number of years that wooden truss bridges last on your road in Iowa. None worn out.

ROAD-BED AND TRACK.

Number of track sections in Iowa	26
Average length of sections, miles	5
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	3,500

What is the average number of years that ties last in your track in Iowa? Not in use long enough to obtain a fair average.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R. R., at Britt.
Chicago & Northwestern R. R., at Vernon.
Burlington, Cedar Rapids & Northern R. R., at Livermore.
Illinois Central R. R., at Ft. Dodge.
Chicago & Northwestern R. R., at Ogden.
Des Moines & Fort Dodge R. R., at Angus.

What railroads cross your road, either over or under, and at what locality?

Chicago & Northwestern R. R., at Humboldt, over.
Chicago & Northwestern R. R., at Dayton, under.

Number of highway crossing at grade	86

FENCING IN IOWA.

How many miles of fencing have you on your road	17
What is the average cost per rod	.85
What is the total cost of same	$ 4,624.00

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	69	69
Number of passenger cars	18	18
Number of baggage, mail, and express cars	7	7
Number of box freight cars	1,192	1,192
Number of stock cars	53	53
Number of platform cars	163	163
Number of coal cars	498	498
Number of other cars, including caboose	30	30
Total		1,961
Maximum weight of locomotives and tenders, tons		61
Average weight of locomotives and tenders, tons		58
Number of locomotives equipped with train brake		20
Kind of brake, Westinghouse air.		
Number of cars equipped with train brake		25
Kind of brake, Westinghouse air.		
Number of passenger cars equipped with Miller platform and buffer		25

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year, Iowa, 53,316, Minnesota, 201,888	255,204
Miles run by freight and mixed trains during the year, Iowa, 172,677, Minnesota, 627,221	799,898
Miles run by switching trains during the year	93,455
Miles run by work trains during the year	430,128
Total train mileage	1,578,685

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average number of cars in freight trains	20

PASSENGER TRAFFIC.

Number of through passengers carried	65,657
Number of local passengers carried	174,944
Number of special ticket passengers carried	3,215
Total number of passengers carried	243,816
Total passenger mileage, or passengers carried one mile	9,132,318
Average distance traveled by each passenger, miles	37.4
Average amount received from each passenger	$ 1.07.3
Highest rate of fare per mile for any distance, cents	4.4
Average rate of fare per mile for all passengers, cents	2.8

FREIGHT TRAFFIC.

Number of tons of through freight carried	523,398
Number of tons of local freight carried	444,419
Total tons of freight carried	967,817
Total mileage of through freight, tons carried one mile	77,075,607
Total mileage of local freight, tons carried one mile	65,452,581
Total freight mileage, or tons carried one mile	142,528
Average rate per ton per mile received for through freight, cts.	.005.815
Average rate per ton per mile received for local freight, cts.	.010.14
Average rate per ton per mile received for all freight, cts.	.007.87
Average rate per ton per mile received from freight to and from other roads, cents	.008.76
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa, 60,879 tons	26.3

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	2,860,594
Number of miles run by loaded freight cars west and north	6,282,882
Number of miles run by empty freight cars east and south	3,703,658
Number of miles run by empty freight cars west and north	682,044
Percentage of empty freight cars hauled south to all freight cars hauled south	56.42
Percentage of empty freight cars hauled north to all freight cars hauled north	9.79

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22
Rate of speed of freight trains, including stops, miles per hour.	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	82,807	8.56
Flour	138,191	14.28
Provisions (beef, pork, lard, etc.)	3,448	.36
Animals	10,700	1.10
Other agricultural products	9,170	.94
Lumber and forest products	199,050	20.58
Coal	300,706	31.07
Plaster, lime, and cement	6,103	.63
Salt	4,983	.51
Petroleum and oil	1,771	.18
Iron, steel, and castings	78,249	8.08
Stone and brick	16,118	1.67
Manufactures—articles shipped from point of production	9,654	1.00
Merchandise, and other articles not enumerated above	106,867	11.04
Total tons carried	967,817	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

Cannot give details, Iowa tonnage not kept separate.

	TONS.	PER CENT.
Total tons carried	231,269	.270

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, special and one-half first-class rates. Take freight at depot. United States, special and one-half first-class rates. Take freight at depot.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman; two dollars per berth to Chicago; three dollars per berth to St. Louis.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. We pay the Pullman Company mileage.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Route No. 26,021, White Bear to Ft. Dodge, $71.82 per mile, for 225.48 miles.

What amount have you paid for receiving and delivering mail to and from stations on your road? None.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
October 8	Unknown	½ mile south of I. C. crossing at Ft. D.	Found dead on track.
1882.			
January 12	—— Sharpenburg, a miner	Kalo	Own carelessness.
*July 20	John Maddox	Kalo Junction	Fell from tank.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
August 30	Mrs. H. J. Mathews, Denison, Iowa	Vernon	Train backed cut of side track into rear end of train standing on main tra k. Passengers injured were in way car of train on main track.
August 30	Mrs. Catharine Hower, Ft. Dodge	Vernon	
August 30	E. H. Rising, Oconomowoc, Wis	Vernon	
September 34	W. L. Sypher, yard master	Ft. Dodge	Coupling; lack of caution.
September 24	O. Hoff, switchman	Ft. Dodge	Coupling; lack of caution.
October 23	R. T. Allen, switchman	Ft. Dodge	Coupling; lack of caution.
December 13	M. F. Langley, brak-man	Humboldt	Fell from train; unavoidable.
December 17	A. A. Quey, brakeman	Humboldt	Coupling; lack of caution.
1882.			
January —	Frank Gibbs, section foreman	Ogden	Fell from hand car.
February 11	W. B. Gilday, switchman	Ft. Dodge	Switching; lack of caution.

*This should not have been reported in this report.—COMMISSIONERS.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collisions	....	..	....	3	....	....
Coupling cars	....	....	....	....	4	....
Falling from trains	....	1	....	....	1	....
Miscellaneous	....	....	....	....	2	....
Stealing rides	....	....	1	....	....	....
Trespassers on tracks	....	....	1	....	....	....
Total	....	1	2	3	7	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	3
Number of persons injured during the year	10
Number of casualties purely accidental during the entire year	6
Number resulting from lack of caution, carelessness, or misconduct	7
Number of tresspasers on track killed or injured	1
Number of tramps or others stealing rides killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—R. R. Cable, Minneapolis.
Vice-President—A. B. Stickney, Minneapolis.
Secretary—M. P. Hawkins, Minneapolis.
Treasurer—A. H. Bode, Minneapolis.
General Manager—C. H. Hudson, Minneapolis.
Superintendent—E. Ryder, Minneapolis.
Chief Engineer—W. W. Rich, Minneapolis.
Auditor—F. W. Partridge, Minneapolis.
General Passenger Agent and Traffic Manager—A. H. Bode, Minneapolis.
Attorney—J. D. Springer, Minneapolis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

R. R. Cable, Chicago, Illinois.
A. B. Stickney, St. Paul, Minnesota.
H. H. Porter, Chicago, Illinois.
W. D. Washburn, Minneapolis, Minnesota.
Benjamin Brewster, New York City.
W. R. Merriam, St. Paul, Minnesota.
T. F. Withrow, Chicago, Illinois.
W. W. McNair, Minneapolis, Minnesota.
H. R. Bishop, New York City.

Date of annual meeting of stockholders, 1st Tuesday in October.
Fiscal year of company ends December 31st.
General offices of the company are located at Minneapolis, Minnesota.

STATE OF MINNESOTA, } ss.
COUNTY OF HENNEPIN. }

C. H. Hudson, General Manager of the Minneapolis & St. Louis Railway Company, being duly sworn, depose and say that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) C. H. HUDSON.

Subscribed and sworn to before me, this 21st day of September, A. D. 1882.

M. P. HAWKINS,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 25th day of September A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

SIOUX CITY & PACIFIC RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 6,000,000.00	
Amount authorized by vote of company	2,068,400.00	
Amount issued, number of shares, 20,684; amount paid in		$ 2,068,400.00
Amount of common stock issued		1,899,400.00
Amount of preferred stock issued, and conditions of preferment		169,000.00
(Interest 7 per cent per annum, payable semi-annually, on April 1st and October 1st, and secured by first mortgage on road between Missouri Valley and California Junction, Iowa.)		
Total amount paid in as per books of the company		$ 2,068,400.00

Amount of stock per mile of road	$ 19,255.26
Amount of stock representing the road in Iowa	1,530,700.00
Amount of stock held in Iowa	33,500.00
Total number of stockholders	85
Number of stockholders in Iowa	12

DEBT.

Funded debt as follows:		
First mortgage bonds due January 1, 1898, rate of interest, six per cent		$ 1,628,000.00
Interest paid on same during the year		
Second mortgage United States subsidy, due January 1, 1898, rate of interest, six per cent		1,628,320.00
Interest paid on same during the year		
Total amount of funded debt		$ 3,256,320.00
Total amount of floating debt		2,386,787.21
Contingent liability as guarantor of bonds or debts of other roads: This company, in connection with the companies owning the line from Chicago to Missouri Valley, Iowa, has agreed to contribute an amount necessary in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad west of Wisner, Nebraska, to meet the interest on the bonds of such extensions, issued for the actual cost thereof, in proportion to the earnings of the contributing lines, derived from such extensions.		
Total amount of debt liabilities		$ 5,643,107.21

Amount of debt per mile of road	$ 52,533.11	
Total amount of stock and debt	7,711,507.21	
Amount of stock and debt per mile of road	71,788.37	

COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment	$ 5,426,659.18
Average cost of road and equipment per mile (172.42 miles)	$ 50,518.15
Proportion of cost of road and equipment for Iowa	4,063,497.38
Average cost of road and equipment per mile in Iowa, (80.47 miles)	50,497.05

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry	$ 744.70
Superstructure, including rails	3,624.70
Land, land damages, and fences	9,988.63
Passenger and freight stations, coal sheds, and water stations	6,668.35
Machine shops, including machinery and tools	127.72
Total for construction	$ 21,154.10

EQUIPMENT.

Total for equipment	$ 8,278.93
Total expenditures charged to property accounts	$ 29,433.03
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase	None.
Net addition to property account for the year	$ 29,433.03

GENERAL EXHIBIT.

Total earnings	$ 754,076.21
Total expenses including taxes	716,358.55
Net earnings	37,717.66
Rentals, specifying amount paid to each company:	
Fremont, Elkhorn & Missouri Valley Railroad	72,783.48
Interest accruing during the year	224,055.51
Interest paid during the year	59,446.31
Interest on funded debt	195,379.20
Interest paid on funded debt	30,780.00
Interest on floating debt	28,666.31
Interest paid on floating debt	28,666.31
Dividends declared (7 per cent.) Interest paid on preferred stock, secured by mortgage	11,830.00
Balance for the year, deficit	261,303.54
Interest falling due during the year and not paid	164,599.20
Balance at commencement of the year, deficit	1,206,664.26
Balance at the close of the year, June 30, 1882, deficit	1,467,967.80
Income from other sources than earnings	9,637.79
Total income from all sources for the year	$ 763,714.00

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 124,596.58	
From through passengers	98,685.38	
From all passengers		$ 223,281.96
From express and baggage		12,349.41
From mails		16,269.90
From other sources, passenger department		6,000.00
Total earnings, passenger department		$ 252,501.27
Earnings per train mile run (210,854 miles)		$1.19.75
Earnings, freight:		
From local	$ 200,591.64	
From through	290,302.57	
Other sources, freight department	39.13	
Total earnings, freight department		490,933.34
Earnings per train mile run (253,130 miles)		$1.93.95
Total transportation earnings		$ 743,434.61
Earnings per train mile run, from all trains earning revenue (463,984 miles)		$1.60.23
Earnings per mile of road operated (313.39 miles)		$ 2,372.23
Proportion of earnings for Iowa		332,317.55
Rents received for use of stations, etc		5,073.24
Car mileage (credit balances) freight		3,850.22
Income from all other sources		1,718.14
Total income from all sources		$ 754,076.21
Proportion of income for Iowa	$ 340,332.93	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 111,095.55
Renewal of rails	43,303.24
No. tons laid, steel, none.	
No. tons laid, iron, 1,220.16 tons.	
Renewal of ties	53,701.24
No. laid, 105,593.	
Repairs of bridges, including culverts and cattle-guards	21,714.16
Repairs of fences, road-crossings, and signs	1,907.83
Repairs of buildings, stations, and water-tanks	15,598.98
Total	$ 247,321.00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 33,721.45
Repairs of passenger cars	13,973.16
Repairs of freight cars	23,467.49
Total	$ 71,162.10

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 80,998.55
Water supply	2,067.45
Oil and waste	5,212.03
Locomotive service	44,737.42
Passenger train service	10,399.35
Passenger train supplies	3,627.35
Mileage of passenger cars (debit balance)	1,297.23
Freight train service	26,751.53
Freight train supplies	1,899.33
Telegraph expenses (maintenance and operating)	8,128.61
Damage and loss of freight and baggage	1,327.18
Damage to property and cattle	6,717.21
Personal injuries	7,537.85
Agents and station service	36,690.43
Station supplies	5,975.94
Total	$ 243,367.46

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 28,693.09
Legal expenses		1,554.58
Insurance		3,632.33
Stationery and printing		6,647.66
Outside agencies and advertising		4,606.15
Contingencies		6,201.47
Expense of ferry		67,782.37
Taxes in Iowa	$ 10,432.64	
Taxes in other States	24,957.70	
Total taxes		35,390.34
Total		$ 154,507.99

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	247,321.00
Maintenance of motive power and cars		71,162.10
Conducting transportation		243,367.46
General expenses, including taxes and expense of ferry		154,507.99
Total operating expenses and taxes	$	716,358.55
Operating expenses and taxes per mile of road	$	2,285.83
Operating expenses and taxes per train mile run, for trains earning revenue (463,984 miles)		1.54.39
Proportion of operating expenses and taxes for Iowa		270,780.61
Percentage of expenses and taxes to income		95

GENERAL RECAPITULATION.

Total income	$	754,076.21
Total operating expenses and taxes		716,358.55
Net income above operating expenses and taxes		37,717.66
Net income above operating expenses, taxes, interest, and rental		None.
Gross income per train mile run (463,984 miles)	$	1.62.5
Net income per train mile run (463,984 miles)		8.13
Percentage of net income to stock and debt		.49
Percentage of net income to cost of road and equipment		.7

Are charges for transportation of company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Accounts show deficit.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Construction and equipment	$	5,426,659.18
Equipment and ferry boat trusts		506,200.00
Bond of this company		500.00
Cash		17,516.23
Due from agents and companies		124,793.59
Due from United States government for transportation		64,178.19
Material and supplies		103,692.22
Profit and loss balance		1,467,967.80
Total	$	7,711,507.21

CREDIT.

Capital stock	$	2,068,400.00
Funded debt		3,256,320.00
Floating debt:		
Interest unpaid		1,432,737.00
Notes payable		723,900.00
Vouchers and accounts		230,150.21
Total	$	7,711,507.21

DESCRIPTION OF ROAD.

Length main line of road from Missouri Valley, Iowa, to Sioux City, Iowa, miles	75.65	
Length of main line of road from California Junction, to Fremont, Nebraska, miles	31.77	107.42
Length of main line of road in Iowa		80.47
Length of main line of road in Nebraska		26.95
Total length of road belonging to this company		107.42
Aggregate length of sidings and other tracks not above enumerated		15.20
Same in Iowa		10.26
Aggregate length of track, computed as single track, exclusive of sidings		107.42
Same in Iowa		80.47
Total length of iron rails in tracks in Iowa, exclusive of sidings		80.47
Weights per yard, iron, 56 pounds.		
Gauge of track		4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:		
Fremont, Elkhorn & Missouri Valley Railroad—main line—Fremont to Long Pine, Nebraska		212.31
Branch line—Norfolk Junction to Creighton, Nebraska		42.06
Total length of above roads		254.37
Total length of above roads in Nebraska		254.37
If any part of the road was first opened for operation during the past year, state the date:		
August 16, 1881, miles	39.88	
April 1, 1882, miles	57.78	
Total miles of road operated by this company		361.79
Total miles road operated by this company in Iowa		80.47

STATIONS.

Number of stations on all roads owned by this company	16
Same in Iowa	12
Number of stations on all roads operated by this company	44
Same in Iowa	12
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company		870
Same in Iowa		Cannot state.
Amount paid employes, including officials, on all roads operated by this company	$	335,073.00
Same in Iowa		Cannot state.

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Combination bridges over 100 feet in length	2	340
Combination bridges under 100 feet in length	1	75
Wooden trestle and pile	67	6,058

CATTLE-GUARDS.

Number of in Iowa	182

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	86,226
Give the average number of years the trestle and pile bridges last on your road in Iowa. 12 years.	
Give the average number of years that wooden truss bridges last on your road in Iowa. 10 years.	

ROAD-BED AND TRACK.

Number of track sections in Iowa	12
Average length of sections—miles	6.7
Average number of men in each section gang	7
Number of new ties laid in track during the year in Iowa	53,285
Average number of new ties per mile of road	662
New rails laid in track during the year in Iowa—(iron 1,220.16 tons)	13.87
Total track laid with new rails during the year in Iowa, miles,	13.87
What is the average number of years that iron rails last in your track on main line in Iowa. About fourteen years.	
What is the average number of years that ties last in your track in Iowa. About seven years.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?	
Chicago, St. Paul, Minneapolis & Omaha R. R., at Sioux City. Illinois Central (freight track) R. R., at Sioux City.	
Number of highway crossings at grade	100

FENCING IN IOWA.

How many miles of fencing have you on your road	56.87
What is the average cost per rod, cents	59
What is the total cost of same	$ 10,737.06
How many miles of new fencing have you built during the year	30
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Harrison county	46.16
In Monona county	3.40
In Woodbury county	11.42
Total miles	60.98

ROLLING STOCK.

	NOT OWNED.	OWNED.	TOTAL.
Number of locomotives	16	12	28
Number of passenger cars	7	9	16
Number of baggage, mail, and express cars	5	5	10
Number of box freight cars	250	89	339
Number of stock cars	190	20	210
Number of platform and coal cars	100	46	146
Number of other cars		15	15
Total			736

Maximum weight of locomotives and tenders, tons	45
Average weight of locomotives and tenders	40
Number of locomotives equipped with train brake	9
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons	23
Average weight of passenger cars, tons	19
Number of cars equipped with train-brake	26
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer, including baggage, mail, office, and express cars	26
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 32 tons; 255 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	210,854
Miles run by freight trains during the year	253,130
Miles run by switching trains during the year	243,440
Miles run by other trains during the year	5,996
Total train mileage	713,420

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3.1
Average weight of passenger trains, exclusive of passengers, tons	112
Average number cars in freight trains	17
Average weight of freight trains, exclusive of freight, tons	223

PASSENGER TRAFFIC.

Number of through passengers carried	42,953
Number of local passengers carried	114,619
Total number of passengers carried	157,572
Total passenger mileage, or passengers carried one mile	6,646,054
Average distance traveled by each passenger, miles	42.2
Average amount received from each passenger	$ 1.41.7
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	3.36

FREIGHT TRAFFIC.

Number of tons of through freight carried	170,820
Number of tons of local freight carried	143,845
Total tons of freight carried	314,665
Total mileage of through freight (tons carried one mile)	10,754,630
Total mileage of local freight (tons carried one mile	14,210,663
Total freight mileage, or tons carried one mile	24,965,293
Average rate per ton per mile received for through freight, cents	2.7
Average rate per ton per mile received for local freight, cents	1.41
Average rate per ton per mile received for all freight, cents	1.96
Average rate per ton per mile received from freight to and from other roads, cents	2.7
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	1.04

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	1,081,838
Number of miles run by loaded freight cars west and north	1,894,069
Number of miles run by empty freight cars east and south	1,214,980
Number of miles run by empty freight cars west and north	452,834
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	52.9
Pencentage of empty freight cars hauled west and north to all freight cars hauled west and north	19.3

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22.19
Rate of speed of freight trains, including stops, miles per hour	10.75

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	51,952	16.5
Flour	2,661	.8
Provisions (beef, pork, lard, etc.)	4,329	1.4
Animals	33,548	10.7
Other agricultural products	5,905	1.9
Lumber and forest products	75,148	23.9
Coal	20,841	6.6
Plaster, lime, and cement	1,879	.6
Salt	2,844	.9
Stone and brick	3,473	1.1
Manufactures—articles shipped from point of production	4,419	1.4
Railroad construction material	69,871	22.2
Merchandise, and other articles not enumerated above	37,795	12.0
Total tons carried	314,665	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA, FORWARDED FROM IOWA STATIONS.

	TONS.	PER CENT.
Grain	23,425	13.9
Flour	1,466	.9
Provisions (beef, pork, lard, etc.)	3,376	2.0
Animals	11,041	6.5
Other agricultural products	2,316	1.4
Lumber and forest products	69,319	41.0
Coal	18,445	10.9
Plaster, lime, and cement	1,015	.6
Salt	2,654	1.6
Stone and brick	2,183	1.2
Manufactures—articles shipped from point of production	3,262	1.9
Merchandise, and other articles not enumerated above	30,592	18.1
Total tons carried	169,094	100

TONNAGE CROSSING THE MISSOURI RIVER BY FERRY NEAR BLAIR, NEBRASKA, FOR THE YEAR ENDING JUNE 30, 1882.

East bound number of tons	47,876
West bound number of tons	86,594
Total tons	134,470

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company, one and one-half first class rates on all packages weighing in excess of 20 pounds, except on fresh fish, oysters, fruit, vegetables, butter, eggs, poultry, game, coarse furs, and beer, on which we receive first class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all transportation companies are allowed to run over lines of this company, receiving regular mileage; no preference and no contract.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? U. S. Rolling Stock Co., New York City; amount paid, $735.94.

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman sleeping cars are run between Missouri Valley and Sioux City on through trains between St. Paul and Kansas City, and Chicago and Sioux City. Additional charges on "St. Paul train" between Council Bluffs or Missouri Valley and Sioux City, $1.50; St. Paul, $2. On Pullman car between Chicago & Sioux City, $3. For seat between Missouri Valley and Sioux City, 50 cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Chicago, St. Paul, Minneapolis & Omaha R'y Co., for sleepers on Kansas City train, mileage, 3 cents per mile, $1,678.56. To Chicago & Northwestern R'y Co., mileage on Pullman Sleepers on Chicago train, 2 cents per mile, $1,009.28.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? The U. S. government withholds all compensation for mail service. The amount charged the government for mail service in Iowa is $10,231.02 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $256.00 per annum.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? The Western Union Telegraph Company operate the telegraph line on this company's road (107.42 miles) under a contract for twenty-five years from April 1, 1871.

LANDS—CONGRESSIONAL GRANT.

No change since report for 1878.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
August 8	Aug. Nelson, section hand	Mondamin	Found dead near track. Verdict of coroner killed by a train on S. C. & P. R. R.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.				
July	5	Wm. Peary, citizen	Mondamin	Trespasser; intoxicated; own carelessness.
August	8	Section hand	Sioux City	Struck with a pick; own carelessness.
September	19	Ellis Harris, brakeman	Sioux City	Breaking of coal derrick; accidental.
October	24	F. James, brakeman	Sioux City	Coupling; own carelessness.
November	26	L. H. Ennis, brakeman	Missouri Valley	Coupling; own carelessness.
1882.				
January	4	R. J. Fenton, employe	Missouri Valley	Fell from cars; own carelessness.
January	24	T. P. Andrea, employe	Sioux City	Coupling; own carelessness.
January	28	C. C. Sweet, employe	Sloan	Standing too near track; own carelessness.
February	4	Wm. Yonell, employe	Cal. Junction	Fell between cars; own carelessness.
February	25	C. C. Sweet, employe	Missouri Valley	Fell from cars; own carelessness.
February	28	P. J. Farrell, employe	Sioux City	Getting on engine; own carelessness.
March	11	O. B. Frederick, employe	Missouri River	Coupling; own carelessness.
March	17	Frank Stafford, employe	Missouri Valley	Coupling; own carelessness.
April	1	R. Knapp, employe	Mondamin	Collision; accidental.
April	1	L. Ennis, employe	Mondamin	Collision; accidental.
May	15	J. McKinzee, citizen	Sioux City	Coupling; own carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collision	....	....	....	....	2	....
Coupling cars	....	....	....	....	5	1
Falling from trains	....	....	....	....	3	....
Getting on and off trains	....	....	....	....	1	....
Miscellaneous	....	1	....	....	3	....
Trespassers on track	....	....	....	....	....	1
Total	....	1	....	....	14	2

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year (found dead near track)	1
Number of persons injured during the year	16
Number of casualities purely accidental during the entire year	3
Number resulting from lack of caution, carelessness, or misconduct	13
Number of persons killed or injured while intoxicated (trespasser)	1
Number of trespassers on track killed or injured (as above).	1
Number of tramps or others stealing rides killed or injured..	None.
Suicides in Iowa	None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Oliver Ames, Boston, Massachusetts.
Vice-President—D. C. Blair, Belvidere, New Jersey.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
General Manager—P. E. Hall, Cedar Rapids, Iowa.
Superintendent—J. S. Wattles, Missouri Valley, Iowa.
Chief Engineer—J. E. Ainsworth, Missouri Valley, Iowa.
Superintendent of Telegraph—Iowa, A. D. Peck, Missouri Valley, Iowa. Nebraska, J. F. McClintock, Blair, Neb.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
General Passenger Agent—J. R. Buchanan, Missouri Valley, Iowa.
General Freight Agent—K. C. Morehouse, Missouri Valley, Iowa.
Attorneys—E. S. Bailey, Clinton, Iowa. Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
James Blair, Scranton, Pennsylvania.
Wm. T. Glidden, Boston, Massachusetts.
P. E. Hall, Cedar Rapids, Iowa.
David P. Kimball, Boston, Massachusetts.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

P. E. Hall, General Manager, and Henry V. Ferguson, Auditor of the Sioux City & Pacific Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed) P. E. HALL.
[L. S. OF R. R.] HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

CHAS. H. CLARK.
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS, KEOKUK & NORTHWESTERN

RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association, common	$	1,350,000.00
Amount authorized by vote of the company, preferred		1,350,000.00
Amount issued, number of shares, 27,000; amount paid in		2,700,000.00
Amount of common stock issued		1,350,000.00
Amount of preferred stock issued, and conditions of preferment		1,350,000.00
Preferred stock is entitled to a dividend of 7 per cent before any dividend can be declared on common stock.		
Keokuk & Northwestern R. R. (leased by this company), common stock, authorized and issued (number of shares 7,200)		*720,000.00
Total amount paid in as per books of the company	$	3,420,000.00

Amount of stock per mile of road:		
For St. Louis, Keokuk & Northwestern Railway	$	20,000.00
For Keokuk & Northwestern Railroad		15,000.00
Amount of stock representing the road in Iowa:		
For St. Louis, Keokuk & Northwestern Railway		56,000.00
For Keokuk & Northwestern Railroad		720,000.00
Amount of stock held in Iowa. No record.		
Total number of stockholders:		
For St. Louis, Keokuk & Northwestern Railway		25
For Keokuk & Northwestern Railroad		58
Number of stockholders in Iowa. No record.		

Keokuk & Northwestern Railroad is leased by the St. Louis, Keokuk & Northwestern Railway Company, but no separate accounts are kept of of the two roads.

DEBT.

Funded debt as follows:		
First mortgage bonds due November 10, 1905, rate of interest six per cent	$	1,620,000.00
Interest paid on same during the year		
Income bonds due November 10, 1905, rate of interest six per cent		1,080,000.00
Interest paid on same during the year		
St. Louis, Keokuk & Northwestern Railway	$	2,700,000.00
Keokuk & Northwestern Railroad first mortgage bonds due July 1, 1910, rate of interest 6 per cent		480,000.00
Total amount of funded debt	$	3,180,000.00
Total amount of floating debt		218,393.87
Total amount of debt liabilities	$	3,398,393.87

Amount of debt per mile of road	$	18,570.46
Total amount of stock and debt		6,818,393.87
Amount of stock and debt per mile of road		37,258.98

COST OF ROAD AND EQUIPMENT.

No record.

COST OF EQUIPMENT.

Total cost of road and equipment. No record.
Average cost of road and equipment per mile. No record.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

No record.
Total expenditures charged to property accounts. No record.

GENERAL EXHIBIT.

Total earnings			$ 355,170 30
Total expenses, including taxes			418,184.10
Net earnings, deficit			63,013.80
Rentals, specifying amount paid to each company:			
H. & St. Jo. Railroad	$	4,295.11	
Wabash, St. Louis & Pacific Railway		1,500.00	
Chicago, Rock Island & Pacific Railway		2,250.00	8,045.11
Interest accrued during the year		190,800.00	
Total income from all sources for the year			355,170.30

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers		$ 119,340.89
Express and baggage		6,812.10
Mails		16,510.45
Total earnings, passenger department		$ 142,663.44
Earnings per train mile run (.... miles). No record.		
Earnings, freight:		
Total earnings, freight department		207,744.33
Earnings per train mile run (.... miles). No record.		
Total transportation earnings		$ 350,407.77
Earnings per train mile run, from all trains earning revenue (.... miles). No record.		
Earnings per mile of road operated (183 miles)	$ 1,924.63	
Proportion of earnings for Iowa	97,771.20	
Car mileage (credit balances)		3,887.04
Income from all other sources		875.49
Total income from all sources		$ 355,170.30
Proportion of income for Iowa		$ 98,593.72

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track		$ 149,645.01
Renewal of rails:		
No. tons laid, steel, 262 tons, cost included in above.		
Renewal of ties:		
No. laid, 4,885, cost included in above.		
Repairs of bridges, including culverts and cattle-gurads		24,011.02
Repairs of fences, road-crossings, and signs		4,422.93
Repairs of buildings, stations, and water-tanks		5,421.57
Total		$ 183,500.53

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 15,360.52
Repairs of passenger cars		12,964.37
Repairs of freight cars		19,132.78
Total		$ 47,457.67

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service.)		
Water supply		$ 3,922.02
Oil and waste (included in locomotive and train service)		
Locomotive service		62,544.51
Passenger train service and supplies		29,084.60
Freight train service and supplies (included in passenger train service)		
Mileage of freight cars (debit balance)		4,608.45
Telegraph expenses (maintenance and operating)		5,935.07
Damage and loss of freight and baggage		818.40
Damage to property and cattle		7,872.24
Personal injuries		880.15
Agents, station service, and supplies		38,633.49
Total		$ 154,298.93

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$ 16,897.42
Legal expenses			1,379.82
Insurance			456.68
Stationery and printing			3,405.30
Contingencies			688.71
Taxes in Iowa	$ 1,107.09		
Taxes in other States	8,991.95	Total taxes	10,099.04
Total			$ 32,926.97

RECAPITULATION OF EXPENSES.

Maintenance of way and building		$ 183,500.53
Maintenance of motive power and cars		47,457.67
Conducting transportation		154,298.93
General expenses, including taxes		32,926.97
Total operating expenses and taxes		$ 418,184.10
Operating expenses and taxes per mile of road	$ 2,285.16	
Operating expenses and taxes per train mile run, for trains earning revenue (.... miles.) No record.		
Proportion of operating expenses and taxes for Iowa		116,086.08
Percentage of expenses to income		117.74

GENERAL RECAPITULATION.

Total income	$ 355,170.30
Total operating expenses and taxes	418,184.10
Net income above operating expenses and taxes	None.
Net income above operating expenses, taxes, interest, and rental	None.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

Construction	$ 6,622,315.50
Equipment	36,000.00
Material	27,344.49
Due from agents and connecting lines	44,357.68
Accounts and bills receivable	7,382.01
Taxes	1,203.13
Insurance	456.68
Operating expenses	190,751.33
Cash	17,882.86
Total	$6,947,693.68

CREDIT.

Capital stock:		
St. L., K. & N. W. R'y, common stock	$ 1,350,000.00	
St. L., K. & N. W. R'y, preferred stock	1,350,000.00	
Keokuk & Northwestern Railroad stock	720,000.00	
		$ 3,420,000.00
Bonded debt:		
St. L., K. & N. W. R'y, first mortgage bonds	$ 1,620,000.00	
St. L., K. & N. W. R'y, income bonds	1,080,000.00	
K. & N. W. R. R., first mortgage bonds	480,000.00	
		3,180,000.00
Earnings		161,952.87
Due agents and connecting lines		77,790.
Unpaid accounts and vouchers		107,950.69
Total		$ 6,947,693.68

DESCRIPTION OF ROAD.

Length main line of road from Mt. Pleasant, Iowa, to St. Peters, Missouri, miles	183
Length main line of road in Iowa, miles	50.8
Length main line of road in Missouri, miles	132.2
Total length of road belonging to this company	178.6
Aggregate length of sidings and other tracks not above enumerated, miles	10
Same in Iowa	3
Aggregate length of track, computed as single track, exclusive of sidings, miles	183
Same in Iowa	50.8
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	2.5
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	48.3

Weights per yard, steel, 66 pounds.
Weights per yard, iron, 56 pounds.

Gauge of track ..... 4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each: Keokuk & Northwestern Railroad, from Keokuk to Mount Pleasant, miles	48
Total length of above roads in Iowa	48
If any part of the road was first opened for operation during the past year, state the date. April 9, 1882.	
Total miles of road operated by this company	183
Total miles road operated by this company in Iowa	50.8

STATIONS.

Number of stations on all roads owned by this company	33
Same in Iowa	11
Number of stations on all roads operated by this company	33
Same in Iowa	11
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	866
Same in Iowa. No division made.	
Amount paid employes, including officials, on all roads operated by this company	$ 265,487.12
Same in Iowa. No division made.	

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	9	1,170
Iron bridges over 100 feet in length	1	190
Wooden trestle and pile		6,846

BOX CULVERTS IN IOWA.

Timber	45
Stone	4

CATTLE-GUARDS.

Number of in Iowa	93

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M., estimated)	15,000

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
At Keokuk over Bloody Run	Pile	Wood	March, 1882	190

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections, miles	4.9
Average number of men in each section gang	3
Number of new ties laid in track during the year in Iowa	4,885
Average number of new ties per mile of road	100
New rails laid in track during the year in Iowa—steel 262 tons, miles	2½
Total track laid with new rails during the year in Iowa, miles	2½
What is the average number of years that ties last in your track in Iowa	9

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific R. R., at Keokuk shops.
Chicago, Burlington & Kansas City R. R., at Donnellson, Iowa.

What railroads cross your road, either over or under, and at what locality?

Fort Madison & Northwestern R. R., near Hamill, Iowa.

FENCING IN IOWA.

How many miles of fencing have you on your road	25.6
What is the average cost per rods, cents	90
What is the total cost of same. No record.	
How many miles of new fencing have you built during the year	2
Give the number of miles needed on both sides of your track in each county in Iowa. No separate account kept.	

ROLLING STOCK.

Number of locomotives	13
Number of passenger cars	10
Number of baggage, mail, and express cars	6
Number of box freight cars	167
Number of stock cars	95
Number of platform cars	49
Number of coal cars	13
Number of other cars	10
Total	350
Maximum weight of locomotives and tenders, tons	50
Average weight of locomotives and tenders, tons	36
Number of locomotives equipped with train brake	7
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	14
Average weight of passenger cars, tons	12
Number of cars equipped with train brake. All.	
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer.	All.

MILEAGE, TRAFFIC, ETC.

No record.

SPEED OF TRAINS IN IOWA.

Rare of speed of passenger trains, including stops, miles per hour	20
Rate of speed of freight trains, including stops, miles per hour	10

TONNAGE OF ARTICLES TRANSPORTED.

No record.

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

No record.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pay $38.75 per day, limited to two tons freight carried through daily. Freight delivered by express company.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Woodruff Sleeping and Parlor Company's cars; one each way daily; usual contract; charge $1.50 per berth.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? Fares collected by sleeping car company's employes. Sleeping car company furnish two cars and do inside repairs. Railroad company haul cars and do outside repairs.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $101.75 per mile per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co., entire distance (183 miles).

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881. October	4 John V. Decker	At shop	While loading a pair of driving wheels on a flat car. He was told not to go about the wheels as he might get hurt, but refused to go away, and was injured by the skids breaking down. His leg was broken just above the ankle; injuries caused by his own neglect.
1882. May	9 J. Westerfield, shop laborer	Keokuk	Caught between cars while trying to cross track; groin bruised; has recovered.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year	2
Number of casualities purely accidental during the entire year	1
Number resulting from lack of caution, carelessness, or misconduct.	1
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	None.
Number of tramps or others stealing rides killed or injured	None.
Suicides in Iowa	None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. W. Baldwin, Burlington, Iowa.
Vice-President—T. J. Potter, Chicago, Illinois.
Secretary—H. B. Blood, Keokuk, Iowa.
Treasurer—J. C. Peasley, Chicago, Illinois.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—Jno. W. Smith, Keokuk, Iowa.
Chief Engineer—H. A. Sumner, Keokuk, Iowa.
Superintendent of Telegraph—H. H. Libbe, Keokuk, Iowa.
Auditor—Jno. L. Lathrop, Chicago, Illinois.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. J. Potter, Chicago, Illinois.
J. H. Anderson, Keokuk, Iowa.
H. B. Scott, Burlington, Iowa.
J. W. Blythe, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.

Date of annual meeting of stockholders, first Tuesday in December of each year.
Fiscal year of company ends December 31st.
General offices of the company are located at Keokuk, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

Jno. W. Smith, General Superintendent of the St. Louis, Keokuk & Northwestern Railway Company, being duly sworn deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) JNO. W. SMITH.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

[L. S.] PHIL. MEYLING,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount of common stock issued	$ 26,926,500.00
Amount of preferred stock issued, conditions of preferment	23,033,200.00
Total amount paid in as per books of the company	$ 49,959,700.00
Amount of stock per mile of road	$ 20,054.47

DEBT.

Funded debt as follows:

EXHIBIT B—BONDED DEBT.

First mortgage bonds, Toledo & Illinois R. R.	$ 900,000.00
First mortgage bonds, Lake Erie, Wabash & St. Louis R. R.	2,500,000.00
First mortgage bonds, Great Western R. R., of 1859	2,496,000.00
First mortgage bonds, Illinois & Southern Iowa R. R.	300,000.00
First mortgage bonds, Decatur & East St. Louis R. R.	2,700,000.00
First mortgage bonds, Quincy & Toledo R. R.	500,000.00
First mortgage bonds, Great Western R. R., west of Decatur.	3,000.00
Second mortgage bonds, Toledo & Wabash R. R.	1,000,000.00
Second mortgage bonds, Wabash & Western R. R	1,500,000.00
Second mortgage bonds, Great Western R. R., of 1859	2,500,000.00
Consolidated sinking fund bonds, Toledo, Wabash & Western R. R.	2,610,000.00
Wabash Railway funded debt bonds, 7 per cent	529,500.00
Wabash Railway funded debt bonds, graduated	1,362,000.00
Wabash Railway second consolidated mortgage bonds of 1879	1,600,000.00
Mortgage notes, second series	21,000.00
Mortgage notes, third series	180,000.00
Graduated scrip certificates	521,060.50
Seven per cent graduated scrip certificates, from August 1, '77	116,585.00
Seven per cent graduated scrip certificates, from February 1, '77	411,212.77
Rolling stock certificates	24,000.00
First mortgage bonds, Hannibal & Naples R. R.	500,000.00
First mortgage bonds, Champaign, Havana & Western Division	1,210,000.00
First mortgage bonds, Chicago Division	4,500,000.00
Real estate notes	72,000.00
General mortgage bonds	16,000,000.00
First mortgage bonds, Hav., Rant. & Eastern	300,000.00

First mortgage bonds, Detroit Division	1,853,000.00
First mortgage bonds, Indianapolis Division	2,000,000.00
First mortgage bonds, Cairo Division	3,857,000.00
First mortgage bonds, Ind., Peru & Chicago R'y	275,000.00
First mortgage bonds, North Missouri R. R.	6,000,000.00
Real estate and railway mortgage bonds, St. L., K. C. & N. R. R	3,000,000.00
St. Charles Bridge, first mortgage bonds	1,000,000.00
St. Charles Bridge, second mortgage bonds	388,500.00
First mortgage bonds, Omaha Division	2,350,000.00
First mortgage bonds, Clarinda Branch	264,000.00
First mortgage bonds, Chicago, Cin. & St. Louis R'y	1,000,000.60
First preferred mortgage bonds, Champ., H. & W.	340,900.00
First mortgage bonds, Iowa Division	2,269,000.00
First mortgage bonds, Centerville, Mor. & Albia	400,000.00
Total	$ 69,353,758.27
Total amount of funded debt	$ 69,353,758.27
Total amount of floating debt	5,726,570.35
Total amount of debt liabilities	$ 75,080,328.62
Amount of debt per mile of road	$ 30,130.20
Total amount of stock and debt	125,040,028.62
Amount of stock and debt per mile of road	50,184.67

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND APPURTENANCES.

Cannot give details.

Total cost of road and equipment, and appurtenances	$ 107,974,382.35
Average cost of road and equipment per mile (2,491.20 miles)	$ 43,342.31
Proportion of cost of road and equipment for Iowa	9,343,267.36
Average cost of road and equipment per mile in Iowa (296.2 miles)	31,543.78

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry	$ 49,512.49
Bridging	40,660.44
Superstructure, including rails	588,203.41
Land, land damages, and fences	80,126.44
Passenger and freight stations, coal sheds, and water stations	104,668.63
Engine houses, car sheds, and turntables; Machine shops, including machinery and tools	86,904.78
Engineering, agencies, salaries, and other expenses during construction	16,563.89
Total for construction	$ 966,640.08

EQUIPMENT.*

Locomotives	$ 11,633.62
Tools and machinery	35,846.46
Passenger, mail, baggage, and express cars	43,145.00
Freight and other cars	234,348.93
Total for equipment	$ 324,974.01
Total expenditures charged to property accounts	1,291,614.09

GENERAL EXHIBIT.

Total earnings	$ 15,644,371.45
Total expenses, including taxes	13,159,854.66
Net earnings	2,484,516.79
Rentals, specifying amount paid to each company	1,092,657.95
Miscellaneous income charges	514,491.84
Interest accruing during the year	
Interest paid on funded debt	3,989,775.35
Dividends declared (per cent)	688,860.50
Balance for the year, deficit	3,473,477.14
Balance at commencement of the year, credit	554,979.61
Balance at the close of the year, June 30, 1882, deficit	2,918,497.53
Income from other sources than earnings	327,791.71
Total income from all sources for the year	$ 15,972,163.16

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 3,619,238.38
From express and baggage		420,168.35
From mails		318,706.72
Total earnings, passenger department		$ 4,358,113.45
Earnings per train mile run (4,612,299 miles)	$ .94.4	
Earnings, freight		$ 11,150,986.46
From other sources, freight department		135,271.54
Total earnings		$ 11,286,258.00
Earnings per train mile run (8,235,648 miles)	$ 1.35.4	
Total transportation earnings		$ 15,644,371.45
Earnings per train mile run, from all trains earning revenue (12,847,947 miles)	$ 1.21.8	
Earnings per mile of road operated (3,396 miles)	$ 4,606.71	
Proportion of earnings for Iowa		1,267,108.76
Rents received for use of road		35,588.92
Income from all other sources		292,202.79
Total income from all sources		$ 15,972,163.16
Proportion of income for Iowa	$ 1,382,107.70	

* Equipment notes given prior to consolidation.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,542,551.05
Renewal of rails	1,229,206.99
Renewal of ties	487,562.35
Repairs of bridges, including culverts and cattle-guards	765,157.11
Repairs of fences, road-crossings, and signs	60,496.75
Repairs of buildings, stations, and water-tanks	276,539.11
Total	$ 4,361,513.36

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 650,521.65
Repairs of passenger cars	216,500.33
Repairs of freight cars	601,425.90
Total	$ 1,468,446.88

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 1,010,821.69
Water supply		108,602.75
Oil and waste		164,109.19
Locomotive service		1,154,238.26
Passenger train service		281,878.96
Passenger train supplies		66,932.38
Mileage of passenger cars (debit balance)		36,864.25
Freight train service		643,129.44
Freight train supplies		94,624.07
Mileage of freight cars (debit balance)		99,702.86
Telegraph expenses (maintenance and operating)		273,488.45
Damages to property and cattle		135,116.25
Damage and loss to freight and baggage		78,329.52
Personal injuries		67,413.74
Agents and station service		1,137,248.26
Station supplies		79,611.71
Total		$ 5,432,111.78

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 667,397.34
Legal expenses		82,698.43
Insurance		19,873.94
Stationery and printing		151,673.56
Outside agencies and advertising		239,314.59
Contingencies		534,876.21
Taxes in Iowa	$ 13,230.60	
Taxes in other States	188,717.99	
Total taxes		201,948.59
Total		$ 1,897,782.64

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 4,361,513.36
Maintenance of motive power and cars	1,468,446.88
Conducting transportation	5,432,111.78
General expenses, including taxes	1,897,782.64
Total operating expenses and taxes	$ 13,159,854.66
Operating expenses and taxes per mile of road, 3,704.50 miles.	$ 3,895.10
Operating expenses and taxes per train mile run, for trains earning revenue (12,847,947 miles)	1.02.5
Proportion of operating expenses and taxes for Iowa	981,217.92
Expenses of running and management of passenger trains	995,118.57
Expenses of running and management of passenger trains, per train mile	21.5
Expenses of running and management of freight trains	2,665,785.28
Expenses of running and management of freight trains, per train mile	32.3
Expenses of running and management of all trains earning revenue	3,660,903.85
Percentage of expenses to income	82.3

GENERAL RECAPITULATION.

Total income	$ 15,972,163.16
Total operating expenses and taxes	13,159,854.66
Net income above operating expenses and taxes	2,812,308.50
Net income above operating expenses, taxes, interest, and rental, deficit	2,918,497.53
Gross income per train mile run (12,847,947 miles)	$ 1.24.3
Net income per train mile run (12,847,947 miles)	.21.9
Percentage of net income to stock and debt	2.241
Percentage of net income to cost of road and equipment	2.604

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Not included.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of road, equipment, and appurtenances	$ 107,974,382.35
Expenditures for construction and equipment	12,349,955.64
Sundry securities on hand	833,982.15
Material and supplies	963,210.95
Income account, balance on hand, debit	2,918,497.53
Total	$ 125,040,028.62

CREDIT.

Capital stock	$ 49,959,700.00
Funded debt	59,353,758.27
Notes payable	2,028,147.00
Vouchers and accounts	3,698,423.35
Total	$ 125,040,028.62

DESCRIPTION OF ROAD.

Length main line of road from Toledo to Kansas City via St. Louis 712.50

Branches owned by this company:

FROM	TO	Miles.
Decatur	Camp Point	129.2
Bluffs	Hannibal	48.4
Maysville	Pittsfield	6.2
Clayton	Elvaston	34.5
Edwardsville	Edwardsville Crossing	10.2
G. T. Junction	Butler	112.6
Michigan City	Indianapolis	88.0
Attica	Covington	14.5
W. Lebanon	Le Roy	75.7
P. & D. Junction	St. Francisville	109.3
Vincennes	Cairo	158.0
Pekin	Jacksonville	72.9
Springfield	Havana	47.2
Bates	Jerseyville	54.9
Aub. Junction	Strawn	92.2
Streator	Altamont	156.5
Shumway	Effingham	8.5
Champaign	Havana	100.3
White Heath	Decatur	29.7
St. Louis Levee	Ferguson	10.4
Glasgow	Salisbury	15.9
Moberly	Coatsville	87.6
Pattonsburg	Council Bluffs	144.8
Roseberry	Clarinda	21.5
Alexandria	Humeston	126.0
Relay	Albia	24.0
Total		1,798.7

Total length of branches owned by this company	1,798.70
Total length of branches owned by this company, in Iowa	165.00
Total length of road belonging to this company	2,491.20
Sidings in Iowa	23.40
Aggregate length of track, computed as single track, exclusive of sidings	2,491.20
Same in Iowa	165.00
Total length of steel rails in tracks in Iowa, exclusive of sidings	66.60
Total length of iron rails in tracks in Iowa, exclusive of sidings	229.60
Weights per yard, steel, 59 pounds.	
Weights per yard, iron 56 pounds.	
Gauge of track	4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Camp Point to Quincy, miles	21.5
Detroit to G. T. Junction	8.2
Butler to Logansport	93.0
Michigan City to Indianapolis	73.0
Hollis to Pekin	2.4
Chicago to Aub. Junction	7.5
Urbana to Champaign	1.9
State line to Peoria	110.9
Peoria to Hollis	7.7
Hollis to Keokuk	104.6
Hamilton to Warsaw	5.0
La Harpe to Iowa	10.4
Iowa to East Burlington	8.0
Centralia to Columbia	21.8
Coatesville to Ottumwa	43.4
Brunswick to Chillicothe	38.0
Chillicothe to Pattonsburg	41.6
N. Lexington to St. Joseph	77.1
Quincy to Trenton	135.9
Des Moines to Eads	87.9
Keokuk to Alexandria	5
Total miles	904.8
Total length of above roads	904.80
Total length of above roads in Iowa	131.20
If any part of the road was first opened for operation during the past year, state the date. Des Moines Northwestern, October 25, 1881.	
Total miles of road operated by this company	3,396.00
Total miles of road operated by this company in Iowa	296.20

STATIONS.

Number of stations on all roads operated by this company	773
Same in Iowa	59
Number of telegraph offices in stations in Iowa	42

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	11,285
Same in Iowa	971
Amount paid employes, including officials, on all roads operated by this company	$ 6,644,129.78
Same in Iowa	574,930.12

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	3	314
Combination bridges under 100 feet in length	6	240
Wooden trestle and pile	121	12,290

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening	1

BOX CULVERTS IN IOWA.

Timber	94
Stone and brick	71

CATTLE-GUARDS.

Number in Iowa	360
Give the average number of years the trestle and pile bridges last on your road in Iowa	7
Give the average number of years that wooden truss bridges last on your road in Iowa	7

ROAD-BED AND TRACK.

Number of track sections in Iowa	51
Average length of sections, miles	5.7
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	26,057
Average number of new ties per mile of road	2,800
What is the average number of years that iron rails last in your track on main line in Iowa	6
What is the average number of years that iron rails last in your track on branches in Iowa	6
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Burlington & Kansas City R. R., at Sedan and at Bloomfield.
Chicago, Rock Island & Pacific R. R., at Centerville.
Chicago, Burlington & Quincy R. R., at Humeston.
Chicago, Burlington & Quincy R. R., at Moravia.
Des Moines & Fort Dodge R. R., at Waukee.
Chicago & Northwestern R. R., at Eads.
Chicago & Northwestern R. R., at Jefferson.
Chicago, Burlington & Quincy R. R., at Albia.
Chicago, Rock Island & Pacific R. R., at Belknap.
Burlington & Mo. River R. R., at Shenandoah and Malvern.

What railroads cross your road, either over or under, and at what locality?
Chicago, Burlington & Quincy R. R., at Albia.

Number of highway crossings at grade	187
Number of highway crossings at which there are flagmen	4

FENCING IN IOWA.

How many miles of fencing have you on your road	197
What is the average cost per rod	$ 1.10
How many miles of new fencing have you built during the year	59
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Page county	8
In Davis county	47
In Appanoose county	54
In Wapello county	17
In Wayne county	32
In Monroe county	10
In Des Moines Northwestern R'y	87
Total miles	255

ROLLING STOCK.

	TOTAL.
Number of locomotives	584
Number of passenger cars	198
Number of baggage, mail, and express cars	131
Number of parlor, sleeping, official, and pay cars	28
Number of dining cars	2
Number box freight cars	12,064
Number of stock cars	2,227
Number of platform cars	2,089
Number of coal cars	2,995
Total	19,734
Maximum weight of locomotives and tenders, tons	60
Average weight of locomotives and tenders, tons	40
Number of locomotives equipped with train brake	584
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	25
Average weight of passenger cars, tons	20
Number of cars equipped with train brake	198
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform (Miller & Blackstone)	198

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	4,612,299
Miles run by freight trains during the year	8,235,648
Miles run by switching trains during the year	3,097,876
Miles run by other trains during the year	1,084,889
Total train mileage	17,030,712

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4.4
Average weight of passenger trains, exclusive of passengers, pounds	80,400
Average number of cars in freight trains	20.5
Average weight of freight trains, exclusive of freight, pounds,	470,000

PASSENGER TRAFFIC.

Total number of passengers carried	3,918,877
Total passenger mileage, or passengers carried one mile	151,034,246
Average distance traveled by each passenger, miles	38.5
Average amount received from each passenger, cents	92.3
Average rate of fare per mile for all passengers, cents	2.297

FREIGHT TRAFFIC.

Total tons of freight carried	5,752,898
Total freight mileage, or tons carried one mile	1,159,841,617
Average rate per ton per mile received for all freight, cents	.963

CAR MILEAGE.

Cannot give details.

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	22
Rate of speed of freight trains, including stops, miles	16

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,406,361	24.44
Flour	119,950	2.08
Provisions (beef, pork, lard, etc.)	92,891	1.65
Animals	385,962	6.74
Lumber and forest products	960,225	16.69
Coal	799,028	13.87
Cotton	81,241	1.41
Salt	89,544	1.55
Petroleum and oil	32,963	.57
Iron, steel, and castings	367,591	6.39
Manufactures—articles shipped from point of production	310,141	5.37
Merchandise, and other articles not enumerated above	1,167,271	19.24
Total tons carried	5,753,168	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT KEOKUK, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound, number of tons	50,694
East bound, number of tons	63,947
Total tons	114,641

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, United States, and Pacific.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particulars?

Red Line Transit Company.
Merchants Despatch.
Erie & North Shore Despatch.
National Despatch.
Hoosac Tunnel Line.
Canada Southern Line.
South Shore Line.
Star Union Line.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

American Refrigerator Transit Co	$	12,992.61
Anderson Refrigerator Car Co		28.58
Anheuser Brewing Association		56.99
Ames Coal Co		1,436.27
Blue Line		2,494.68
C. C. Comstock		705.98
Commercial Express Line		685.02
Samuel Cupples & Co		386.08
Empire Line		136.07
Erie & Chicago Car Co		3,403.61
Erie & North Shore Despatch		20,152.14
Erie & Pacific Despatch		1,235.04
N. K. Fairbanks		304.86
Great Western Despatch		812.84
W. P. Gallup		310.29
John Hurd		41,320.67
John Hilt & Co		2,420.29
Joy & Rotch		30,648.69
T. D. Kingan		992.88
W. J. Lemp		143.79
Merchants Despatch		15,596.55
J. C. McGrew		433.75
Michigan Car Co		4,266.91
Marshall Car Co		26,946.80
D. A. Richardson		368.35
St. Louis Car Loaning Co		10,203.76
Standard Oil Co		3,276.62
St. Louis Refrigerator Car Co		817.93
Union Line		9,673.93
United States Express		400.67
Vermillion Coal Co		182.62
Wabash & Erie Despatch		3,631.53
White Line		1,724.56
Wilson & Co		230.64
Credits	$	198,122.00

AMOUNTS RECEIVED FROM OTHER COMPANIES.

Canada Southern Line	$ 10,367.51	
Great Eastern Line	5,105.42	
Hoosac Tunnel Line	4,012.42	
National Despatch Line	5,602.76	
Red Line Transportation Co	2,411.10	27,499.21
	$	170,622.79

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates?

Sleeping cars, Pullman Palace Car Co.
Dining cars, Wabash, St. Louis & Pacific Railway.
Chair cars, Wabash, St. Louis & Pacific Railway.

What is the total amount paid by your company to palace or sleeping car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Pullman Palace Car Company; $53,871.35, for the year ending June 30, 1882.

UNITED STATES MAIL (WHOLE ROAD).

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $318,706.72 for the year ending June 30, 1882.

TELEGRAPH.

How many miles of telegraph are owned by your company? Reported by Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
October 24	Geo. Hopkins, brakeman	Cantril	Run over; fell from train.
1882.			
May 23	James Foley, brakeman	Silver City	Run over; fell between cars.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
August 31	D. Gibson, brakeman	Corydon	Coupling cars; accidental.
September 13	Wm. Tucker, brakeman	Camden	Switching; fell under car.
August 10	M. E. Haskett, yardmaster	Alola	Coupling; purely accidental.
October 18	B. M. Shank, brakeman	Moravia	Switching; slipped from car.
October 19	Jno. R. Williams, yardmaster	Centerville	Coupling; carelessness.
1882.			
April 12	Jno. Watson	Council Bluffs	Coupling; accidental.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	6
Number of casualties purely accidental during the year entire	7
Number resulting from lack of caution, carelessness, or misconduct	1.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jay Gould, New York City.
First Vice President—A. L. Hopkins, New York City.
Second Vice President—J. C. Gault, St. Louis, Mo.
Secretary and Third Vice President—J. F. How, St. Louis, Mo.
Treasurer—W. B. Corneau, St. Louis, Mo.
General Superintendent—R. Andrews, St. Louis, Mo.
Division Superintendents,
- R. S. Miner, Moberly, Mo.
- J. W. Blanchard, Stanberry, Mo.
- H. B. Skeele, Des Moines, Iowa.
- E. N. Armstrong, Keokuk, Iowa.
- B. F. Mathias, Rantoul, Ill.
- H. F. Clark, Springfield, Ill.
- A. A. Hobart, Chicago, Ill.
- F. L. Tompkins, Peoria, Ill.
- D. G. Moore, Cairo, Ill.
- F. D. Schermerhorn, Quincy, Ill.
- G. W. Stevens, Ft. Wayne, Ind.
- E. C. Murphy, Peru, Ind.

Chief Engineer—W. S. Lincoln, St. Louis, Mo.
Superintendent of Telegraph—C. Selden, St. Louis, Mo.
Auditor—D. B. Howard, St. Louis, Mo.
General Passenger Agent—H. C. Townsend, St. Louis, Mo.
General Freight Agent—A. C. Bird, St. Louis, Mo.
Attorneys—Wager Swayne, New York, and W. H. Blodgett, St. Louis, Mo.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jay Gould, New York City.
A. L. Hopkins, New York City.
Solon Humphries, New York City.
Russell Sage, New York City.
Samuel Sloan, New York City.
G. G. Haven, New York City.
Sidney Dillon, New York City.
James Cheney, Fort Wayne, Ind.
Charles Ridgley, Springfield, Ill.
J. F. Joy, Detroit, Mich.
F. L. Ames, Boston, Mass.
Thos. E. Tutt, St. Louis, Mo.
B. W. Lewis, St. Louis, Mo.
Jas. F. How, St. Louis, Mo.
G. L. Dunlap, Chicago, Ill.

Date of annual meeting of stockholders, second Tuesday in March.
Fiscal year of company ends, December 31st.
General offices of the company are located at St. Louis, Mo.

STATE OF MISSOURI, } ss.
CITY OF ST. LOUIS. }

James F. How, Third Vice President and Secretary of the Wabash, St. Louis & Pacific Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) JAMES F. HOW,
[L. S. OF R. R.] *Third Vice Prest. and Sec. W., St. L. & P. R'y Co.*

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

GEO. S. GROVER,
[L. S.] *Notary Public, City of St. Louis, State of Missouri.*

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & NORTHWESTERN RAILWAY CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 3,000,000.00	
Amount authorized by vote of the company	None.	
*Amount issued, number of shares, 1,515; amount paid in		$ 151,500.00
Amount paid in on shares not issued, number of shares, 159½		15,950.00
Amount of common stock issued		All
Total amount paid in as per books of the company		$ 143,316.41
Amount of stock per mile of road ($167,450.00)	$ 4,364.08	
Amount of stock representing the road in Iowa	All.	
Amount of stock held in Iowa	151,500.00	
Total number of stockholders	420	
Number of stockholders in Iowa	All.	

DEBT.

Funded debt as follows:		
First mortgage bonds due August 1, 1889, rate of interest, seven per cent payable semi-annually		$ 120,000.00
Interest paid on same during the year	$ 8,400.00	
†Second mortgage bonds due August 2, 1886, rate of interest, eight per cent, payable semi-annually		100,000.00
Interest paid on same during the year	$ 6,704.00	
Total amount of funded debt		$ 220,000.00
Floating debt:		
Incurred for construction	$ 1,200.00	
Incurred for machine shops, machinery, and tools	2,500.00	
Incurred for miscellaneous	1,000.00	
Incurred for interest	2,000.00	
Total amount of floating debt		$ 6,700.00
Total amount of debt liabilities		$ 226,700.00

* This includes 368 shares of $100 each, issued on account of Washington and Crawford township tax and subscriptions, and not yet passed into stock account. More has been paid in on these accounts, but stock has not been demanded. As we only issue stock for tax when presented in sums of $100, cannot tell how much more will probably be issued.

† $16,200 belong to the company. $83,800 issued.

*Amount of debt per mile of road	$ 5,908.26	
Total amount of stock and debt		370,016.41
Amount of stock and debt per mile of road	9,643.37	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading		$ 48,787.32
Bridging and masonry		21,238.76
Superstructure, including rails		202,601.08
Land, land damages, and fences		19,140.25
Passenger and freight stations, coal sheds, and water stations Engine houses, car sheds, turntables Machine shops, including machinery and tools		16,594.72
Interest paid during construction, discounts, etc		6,571.93
Engineering, agencies, salaries, and other expenses during construction		14,219.98
All other items charged to construction not enumerated above:		
Telegraph	$ 918.23	
Sundries	652.50	
		1,570.73
Total expended for construction		$ 330,724.77

†Average cost of construction per mile of road (38.37 miles)	$ 8,619.77	
Proportion of cost of construction for Iowa	All.	

COST OF EQUIPMENT.

Locomotives		$ 18,564.59
Passenger, mail, baggage, and express cars		9,555.63
Freight and other cars		29,985.10
Tools and sundries		3,678.52
Total for equipment		$ 61,783.84

Average cost of equipment per mile of road operated by company (52.3 miles)	$ 1,181.32	
Proportion of cost of equipment for Iowa	All.	
Total cost of road and equipment		$ 392,508.61

Average cost of road and equipment per mile (38.37 miles)	$ 9,670.00	
Proportion of cost of road and equipment for Iowa	All.	

*Calculated on basis 38.37 mileage of our own road and not including third rail on B., C. R. & N. R'y, as we carry no freight to stations on that line, and get but a limited amount of the passenger receipts.

†The third rail used by us on B., C. R. & N. R'y, cost us about $1,500 per mile for 14.3 miles. For this distance we have no other construction charges, and cannot figure average cost of construction per mile, with reasonable accuracy.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading		$ 2,100.58
Bridging and masonry		36.79
Superstructure, including rails		377.82
Land, land damages, and fences		1,025.26
Passenger and freight stations, coal sheds, and water stations		771.30
Engine houses, car sheds, and turntables		43.73
Machine shops, including machinery and tools		2,505.49
Total for construction		$ 6,860.97

EQUIPMENT.

Freight and other cars, number, 10		$ 3,364.07
Tools		72.49
Miscellaneous		23.35
Total for equipment		3,459.91
Total expenditures charged to property accounts		$ 10,320.88

GENERAL EXHIBIT.

Total earnings		$ 60,620.70
Total expenses, including taxes		41,556.30
Net earnings		19,064.40
Rentals, specifying amount paid to each company:		
B., C. R. & N. R'y	$ 4,200.00	
B. & Western R'y	445.84	
		$ 4,645.84
Interest accruing during the year		15,360.45
Interest paid during the year		15,360.45
Interest on funded debt		15,104.00
Interest paid on funded debt		15,104.00
Interest on floating debt		256.45
Interest paid on floating debt		256.45
Dividends declared. None.		
Deficit for the year		$ 941.89
Balance at the close of the year, June 30, 1882, deficit		
Income from other sources than earnings:		
Stock	$ 172.50	
Washington township subscriptions	225.00	
Washington township tax	508.31	
		905.81
Total deficit from all sources for the year		$ 36.08

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 15,194.45	
From through passengers	132.93	
From all passengers		$ 15,327.38
From express		826.05
From mails		1,539.00
Total earnings, passenger department		$ 17,692.43
Earnings, freight:		
From local	$ 34,900.04	
From through	8,028.23	
Total earnings, freight department		$ 42,928.27
Total transportation earnings		$ 60,620.70
Earnings per train mile run, from all trains earning revenue (79,724 miles)	$ 76.4	
Earnings per mile of road operated (52.3 miles)	1,159.09	
Total income from all sources		$ 60,620.70

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	9,012.47
Repairs of bridges, including culverts and cattle-guards		5.19
Repairs of buildings, stations, and water-tanks		209.18
Total	$	9,226.84

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	2,206.11
Repairs of passenger and freight cars		4,772.64
Total	$	6,978.75

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	4,770.08
Water supply		578.77
Oil and waste		882.93
Locomotive service		3,805.62
Passenger and freight train service		3,460.75
Telegraph expenses (maintenance and operating)		370.31
Damage and loss of freight and baggage		109.84
Damages to property and cattle		619.50
Agents and station service		3,930.06
Total	$	18,527.86

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	2,899.14
Legal expenses		260.00
Office rent		567.00
Insurance		93.75
Stationery and printing		633.58
Contingencies and miscellaneous		998.02
Taxes in Iowa		1,371.36
Total	$	6,822.85

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	9,226.84
Maintenance of motive power and cars		6,978.75
Conducting transportation		18,527.86
General expenses, including taxes		6,822.85
Total operating expenses and taxes		41,556.30
Operating expenses and taxes per mile of road (52.3 miles)	$	794.57
Operating expenses and taxes per train mile run, for trains earning revenue (79,724 miles)		52.12
Proportion of operating expenses and taxes for Iowa. All.		
Expenses of running and management of all trains earning revenue		10,037.45
Percentage of expenses to income		68.55

GENERAL RECAPITULATION.

Total income	$	61,526.51
Total operating expenses and taxes		41,556.30
Net income above operating expenses and taxes		19,970.21
Net deficit above operating expenses, taxes, interest, and rental		36.08
Gross income per train mile run (79,724 miles)	$	77.17

SURPLUS.

Amount of its own stock or bonds owned by the company	$	16,200.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Engineering	$	8,048.60
Supplies		6,810.23
Expense		14,207.86
Interest		59,061.52
Equipment		63,615.83
Operating		77,961.90
Right of way		18,089.83
Construction		273,588.45
Chicago, Burlington & Quincy Railway		357.83
Bills receivable		2,810.25
Building		14,932.67
Fencing		762.32
Rent		22,438.49
Telegraph		1,338.54
Repairs		50,928.36
Depot grounds		4,298.75
Surveys		3,235.92
Wabash, St. Louis & Pacific		15.31
Cash		2,098.93
Total	$	624,601.59

CREDIT.

Bills payable	$	6,700.00
Stock		143,316.41
Mail service		5,699.76
Freight service		164,223.70
Express service		2,126.99
Express (advanced)		500.00
Passenger service		46,462.32
First mortgage bonds		120,000.00
Second mortgage bonds		83,800.00
Washington subscription		2,180.00
Washington tax		29,086.41
Crawfordsville subscription		4,819.00
Crawfordsville tax		15,687.00
Total	$	624,601.59

DESCRIPTION OF ROAD

Length of main line of road in Iowa from Burlington to Washington, miles	38.37
Total length of road belonging to this company	38.37
Aggregate length of sidings and other tracks not above enumerated	3.22
Total length of iron rails in tracks in Iowa, exclusive of sidings. All.	
Weights per yard, iron, main line, 30 pounds.	
Weights per yard, third rail, 50 pounds.	
Gauge of track	3 feet.

In addition to the track reported above this company has leased the right to run over 14.12 miles of the Burlington, Cedar Rapids & Northern Railway, by means of a third rail laid down and owned by this company between Burlington and Medipolis. This company has also laid down, and is using three tenths miles of sidings on depot grounds belonging to the above named corporation.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Burlington & Western Railway, from Winfield to Coppack.	15.90
Total miles of road operated by this company	68.20

STATIONS.

Number of stations on all roads owned by this company	9
Number of stations on all roads operated by this company	12
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, average		75
Amount paid employes, including officials, on all roads operated by this company in Iowa, approximately	$	24,000.00

CATTLE-GUARDS.

Number of in Iowa	158

ROAD-BED AND TRACK.

Number of track sections in Iowa	6
Average length of sections, miles	6
Average number of men in each section gang	3.3
Number of new ties laid in track during the year in Iowa	1,500
Average number of new ties per mile of road	41

CROSSINGS IN IOWA.

Number of highway crossings at grade	38
Number of highway crossings under railroad	2

FENCING IN IOWA.

How many miles of fencing have you on your road	4.80
What is the total cost of same	762.32
How many miles of new fencing have you built during the year? None.	
Give the number of miles needed on both sides of your track in each county in Iowa.	
In Des Moines county	9.35
In Henry county	8.47
In Louisa county	2.84
In Washington county	10.51
Total miles	31.17

ROLLING STOCK.

Number of locomotives	3
Number of passenger cars	3
Number of baggage, mail, and express cars	1
Number of box freight cars	40
Number of stock cars, 6, combined box and slat, 14	20
Number of platform cars	21
Number of other cars—7 hand, 4 dump, and 1 iron	12
Total	97
Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tenders, tons	16
Number of locomotives equipped with train-brake. None.	
Maximum weight of passenger cars, tons	10¼
Average weight of passenger cars, tons	9
Number of cars equipped with train-brake. None.	
Number of passenger cars equipped with Miller platform and buffer	3
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 20 tons; 160 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Total train mileage	79,724

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger and freight trains	7
Average weight of passenger and freight trains, exclusive of freight, pounds	88,000

PASSENGER TRAFFIC.

Number of through passengers carried	80
Number of local passengers carried	30,593
Total number of passengers carried	30,673
Total passenger mileage, or passengers carried one mile	659,690
Average distance traveled by each passenger, miles	21
Average amount received from each passenger, cents	50.3
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance. Varies.	
Average rate of fare per mile for all passengers	2.32

FREIGHT TRAFFIC.

Number of tons of through freight carried	4,627.00
Number of tons of local freight carried	24,507.75
Total tons of freight carried	29,134.75
Total mileage of through freight (tons carried one mile)	171,977
Total mileage of local freight (tons carried one mile)	841,011
Total freight mileage, or tons carried one mile	1,012,988

Average rate per ton per mile received for through freight, cents	4.66
Average rate per ton per mile received for local freight, cents,	4.15
Average rate per ton per mile received for all freight, cents	4.24

CAR MILEAGE.

Number of miles run by loaded freight cars	197,878
Number of miles run by empty freight cars	75,179

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour.	16

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	11,541.20	39.60
Flour	61.75	.21
Provisions (beef, pork, lard, etc.)	305.25	1.05
Animals	4,204.25	14.43
Other agricultural products	506.75	1.74
Lumber and forest products, ties and piles	5,736.00	19.69
Coal	1,438.25	4.94
Iron rails	1,151.50	3.95
Stone	153.00	.53
Manufactures—articles shipped from point of production	547.50	1.88
Merchandise, and other articles not enumerated above	3,492.00	11.98
Total tons carried	29,134.75	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American; ordinary merchandise and express matter per 100 pounds, 34 cents. On butter, eggs, and poultry, second class freight rates. They do a general express business. Freight taken at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Daily service, $1,604.00

What amount have you paid for receiving and delivering mail to and from stations on your road? $65.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.
What other company, if any, owns a line of telegraph on your right of way and how many miles does each own? Western Union Telegraph Company owns 38.37 miles.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—David Leonard, Burlington.
Secretary—R. M. Green, Burlington.
Treasurer—R. M. Green, Burlington.
General Superintendent—John T. Gerry, Burlington.
Chief Engineer—John T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. W. Barhydt, Burlington.
David Leonard, Burlington.
Thomas Hedge, Burlington.
E. D. Rand, Burlington.
Geo. C. Lauman, Burlington.
Lyman Cook, Burlington.
George Millard, Burlington.
C. P. Squires, Burlington.
John S. Cameron, Burlington.
W. W. Baldwin, Burlington.
H. Herminghaus, Burlington.
Jno. T. Remey, Burlington.
J. S. Davidson, Winfield.
A. W. Chilcote, Washington.
N. Everson, Washington.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

We, T. W. Barhydt, President, and Jno. T. Gerry, Superintendent of the Burlington & Northwestern Railway Company, being duly sworn, depose and say that we have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of our knowledge and belief.

(Signed) T. W. BARHYDT.
[L. S. OF R. R.] JOHN T. GERRY.

Subscribed and sworn to before me, this 11th day of September, A. D. 1882.

[L. S.] R. M. GREEN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 12th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & WESTERN RAILWAY COMPANY

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 3,000,000.00
Amount authorized by vote of the company	None.
Amount issued, number of shares	None.
Amount paid in on shares not issued, number of shares	None.
Amount of common stock issued	None.
Amount of preferred stock issued, and conditions of preferment	None.
The road is being built for cash, and no payments have been made on account of stock.	
Total amount paid in as per books of the company	None.

Amount of stock per mile of road	$
Amount of stock representing the road in Iowa.	
Amount of stock held in Iowa	
Total number of stockholders	
Number of stockholders in Iowa	

DEBT.

None.

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Grading	$ 79,241.45
Bridging and masonry	31,788.91
Superstructure, including rails	167,724.02
Land, land damages, and fences	25,910.77
Passenger and freight stations, coal sheds and water stations,	2,232.83
Engineering, agencies, salaries, and other expenses during construction	11,111.36
Total expended for construction	$ 318,009.34

Purchasing of other roads (specifying same) and all particulars:

Cannot give percentages, as a large amount of grading is included in above, on which no superstructure has been placed, and a large quantity of iron, ties, and bridge timbers paid for, which are not yet a part of the completed road.

COST OF EQUIPMENT.

Freight and other cars	$	12,518.43
Tools		133.78
Total for equipment	$	12,652.21

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

See cost of road and equipment.

EQUIPMENT.

Freight and other cars—5 hand, 17 box, 15 flat, 1 coal; total, 38	$	12,518.43
Tools		133.78
Total expenditure charged to property accounts	$	12,652.21

GENERAL EXHIBIT.

Total earnings	$	445.84
Operated by Burlington & Northwestern Railway Company.		

ANALYSIS OF EARNINGS.

Rents received for use of road	$	445.84
Income from all other sources		None.
Total income from all sources	$	445.84
Proportion of income for Iowa		All.
See report of Burlington & Northwestern Railway, which includes this.		

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

Embraced in Burlington & Northwestern Railway report.

GENERAL RECAPITULATION.

Total income	$	445.84
Operated by Burlington & Northwestern Railway Company.		

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction	$	278,964.38
Right of way		24,777.34
Engineering		10,041.72
Buildings		2,232.83
Expense		1,069.64
Fencing		801.34
Equipment		12,652.21
Cash		10,507.58
Contingent account		53.70
J. W. Heisey		8.01
Depot grounds		332.09
Subscribers to construction fund		409,005.00
Total	$	750,445.84

CREDIT.

Construction fund	$	750,000.00
Track rental		445.84
Total	$	750,445.84

DESCRIPTION OF ROAD.

Length of main line of road from Winfield to Coppack	15.91
Length of main line of road in Iowa	All.
Total length of road belonging to this company	15.91
Aggregate length of sidings and other tracks not above enumerated	69
Same in Iowa	All.
Aggregate length of track, computed as single track, exclusive of sidings	15.91
Same in Iowa	All.
Total length of iron rails in tracks in Iowa, exclusive of sidings	15.91
Weights per yard, iron, 35 lbs to the yard.	
Gauge of track	3 ft.
If any part of the road was first opened for operation during the past year, state the date. December, 1881.	
Total miles of road operated by this company	15.91
Total miles of road operated by this company in Iowa	All.

STATIONS.

Number of stations on all roads owned by this company	3
Same in Iowa	All.
Number of telegraph offices in stations in Iowa	None.
Number of persons regularly employed on all roads operated by this company. Operated by B. & N. W. R'y.	
Amount paid employes, including officials, on all roads operated by this company. Operated by B. & N. W. R'y.	

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length		None.
Combination bridges over 100 feet in length		None.
Iron bridges over 100 feet in length	1	122½
Wooden truss bridges under 100 feet in length		None.
Wooden trestle and pile	31	1,494

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	None.
Less than 20 feet opening	None.

BOX CULVERTS IN IOWA.

Timber	34	977

CATTLE-GUARDS.

Number of in Iowa	51

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length, feet.
Crooked Creek	Pratt Truss	Iron	Second hand span, bought from C., B. & Q. R'y, in May	122½
Between Winfield and Coppack	Trestle and pile	Wood.		1,494

ROAD-BED AND TRACK.

Number of track sections in Iowa	2
Average length of sections	7.84
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa, repairs	None.

New road built within the year. No report.

CROSSINGS IN IOWA.

Number of highway crossings at grade	18

FENCING IN IOWA.

How many miles of fencing have you on your road	2.7
What is the average cost per rod, cents	97
What is the total cost of same	$ 801.34
How many miles of new fencing have you built during the year	2.7
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Henry county	13.21
Total miles	15.91

ROLLING STOCK.

Number of box freight cars	17
Number of platform cars	15
Number of coal cars	1
Number of other cars	5
Number of cars equipped with train brake	None.

MILEAGE, TRAFFIC, ETC.

Operated by Burlington & Northwestern Railway.

TONNAGE OF ARTICLES TRANSPORTED.

Operated by Burlington & Northwestern Railway.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American. No contract as yet.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? No contract as yet.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

LANDS—CONGRESSIONAL GRANT.

None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—Jno. S. Cameron, Chicago.
Secretary and Treasurer—R. M. Green, Burlington.
General Superintendent—John T. Gerry, Burlington.
Chief Engineer—John T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T W. Barhydt, Burlington.
Thomas Hedge, Burlington.
E. D. Rand, Burlington.
Hugh Herminghaus, Burlington.
Jno. S. Cameron, Chicago.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31st.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF DES MOINES, } ss.

We, T. W. Barhydt, President, and Jno. T. Gerry, Superintendent, of the Burlington & Western Railway Company, being duly sworn, depose and say that we have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of our knowledge and belief.

(Signed) T. W. BARHYDT.
[L. S. OF R. R.] JNO. T. GERRY.

Subscribed and sworn to before me, this 19th day of October, A. D. 1882.

R. M. GREEN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 20th day of October, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES, OSCEOLA & SOUTHERN RAILROAD CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 500,000.00	
Amount authorized by vote of the company	300,000.00	
Amount issued, number of shares 2,015, amount paid in		$ 201,500.00
Amount of common stock issued, 2,015		201,500.00
Total amount paid in as per books of the company		$ 201,500.00
Amount of stock per mile of road	$ 5,000.00	
Amount of stock representing the road in Iowa	300,000.00	
Amount of stock held in Iowa	201,500.00	
Total number of stockholders	19	
Number of stockholders in Iowa	15	

DEBT.

Funded debt as follows:	
Bonds due July, 1896, rate of interest 7 per cent	$ 120,000.00
Interest paid on same during the year	
Bonds due July, 1896, rate of interest 8 per cent	160,000.00
Interest paid on same during the year	
Total amount of funded debt on road completed June 30	$ 280,000.00

This does not fairly represent the condition, as we had more of the road under construction at the time, and we can only approximate the apportionment on completed road.

Total amount of debt liabilities	$ 280,000.00
Amount of debt per mile of road	$ 7,000.00
Total amount of stock and debt	481,500.00
Amount of stock and debt per mile of road	12,000.00

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 214,000.00

This question cannot this year be satisfactorily answered as we had about 100 miles under construction, only a part of the work completed, and most of it in process of completion, and much of the material bought not yet in the road.

COST OF EQUIPMENT.

Locomotives, number	3	$ 22,500.00
Passenger, mail, baggage, and express cars	1	3,500.00
Freight and other cars	110	40,000.00
Total for equipment		$ 66,000.00
Total cost of road and equipment		$ 280,000.00

Proportion of cost of road and equipment for Iowa. All.

This equipment should not all be charged to the number of miles of track laid to June 30th, as it was purchased to use on the entire line when completed.

ANALYSIS OF EARNINGS.

Nothing can be shown under this head as the entire work of the road was construction, and what small earnings there were went to construction account.

DESCRIPTION OF ROAD.

Length main line of road from Osceola to R. I. crossing, miles	40
Length main line of road in Iowa, miles	40
Aggregate length of track, computed as single track, exclusive of sidings	40
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	40

Weights per yard, iron, 30 and 35 pounds.

Gauge of track	3 feet.

If any part of the road was first opened for operation during the past year, state the date. All of it during the year was built but not opened for business until the road should reach Des Moines.

STATIONS.

Number of stations on all roads owned by this company	6

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	58
Same in Iowa	58

Besides a large force employed grading, bridging, and track laying.

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	1	120
Wooden truss bridges under 100 feet in length	2	112

Wooden trestle and pile. Cannot give exact number.

ROAD-BED AND TRACK.

Number of track stations in Iowa	7
Average length of sections, miles	6
Average number of men in each section gang	7
Number of new ties laid in track during the year in Iowa. All.	
Average number of new ties per mile of road	3,000
New rails laid in track during the year in Iowa, iron (.. tons), miles. All.	
Total track laid with new rails during the year in Iowa, miles	40

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?.

Chicago, Burlington & Quincy R. R., at Osceola.
Winterset Branch, C., R. I. & P. R'y, at 1⅛ miles west of Lothrop.

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives	3	3
Number of passenger cars	1	1
Number of box freight cars		40
Number of stock cars		6
Number of platform cars		55
Number of coal cars		9
Total		111
Maximum weight of locomotives and tenders, tons		22
Average weight of locomotives and tenders, tons		16

MILEAGE, TRAFFIC, ETC.

PASSENGER TRAFFIC.

Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	4

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

James Dunlap, brakeman; killed at New Virginia, November, 1881; jumped off ahead of moving train; inquest held; verdict, killed by his own carelessness, company blameless.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—B. L. Harding, Des Moines, Iowa.
Vice-President—Henry Stivers, Osceola, Iowa.
Secretary—John H. Jamison, Osceola, Iowa.
Treasurer—Aaron Stivers, Osceola, Iowa.
General Manager—Henry Stivers, Osceola, Iowa.
Chief Engineer—C. O. Foss, Osceola, Iowa.
Superintendent of Telegraph—A. E. Tonslee, Osceola, Iowa.
General Passenger Agent—T. W. Armstrong, Osceola, Iowa.
General Freight Agent—T. W. Armstrong, Osceola, Iowa.
Attorneys—Wright, Cummings & Wright, Des Moines, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

B. L. Harding, Des Moines, Iowa.
Henry Stivers, Osceola, Iowa.
Aaron Stivers, Osceola, Iowa.
John H. Jamison, Osceola, Iowa.
R. A. Dague, Osceola, Iowa.
D. Webster, Osceola, Iowa.
J. A. Woodbury, Osceola, Iowa.
W. H. Hall, Osceola, Iowa.
G. C. Holt, Osceola, Iowa.
W. G. Agnew, Osceola, Iowa.
J. O. McAuley, Osceola, Iowa.
J. M. Browne, St. Charles, Iowa.
S. M. Leach, Adel, Iowa,
W. H. Ridgway, Osceola, Iowa.
J. B. Wells, Osceola, Iowa.

Date of annual meeting of stockholders, Wednesday after 2d Monday in January.
Fiscal year of company ends December 31st.
General offices of the company are located at Osceola, Iowa.

STATE OF IOWA, }
COUNTY OF CLARKE. } ss.

Henry Stivers, Vice-President and General Manager of the Des Moines, Osceola & Southern Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) HENRY STIVERS.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

RICHARD STOCKTON,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Roard of Railroad Commissioners.

REPORT

OF THE

FORT MADISON & NORTHWESTERN RAILWAY CO.,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 10,000,000.00	
Amount authorized by vote of the company. No action.		
Amount issued, number of shares, 3,151; amount paid in		$ 315,100.00
Amount of common stock issued, 3,151 shares		315,100.00
Total amount paid in as per books of the company		$ 315,100.00
Amount of stock per mile of road	$ 7,683.00	
Amount of stock representing the road in Iowa.	All of it.	
Amount of stock held in Iowa	206,500.00	
Total number of stockholders	86	
Number of stockholders in Iowa	86	

DEBT.

Funded debt as follows:		
$150,000.00, bonds due 1905, rate of interest, 7 per cent		$ 150,000.00
Interest paid on same during the year	$10,500	
Total amount of funded debt		$ 150,000.00
Floating debt:		
Incurred for construction	$ 13,363.55	
Incurred for equipment	65,000.00	
Total amount of floating debt		$ 78,363.55
Total amount of debt liabilities		228,633.55

The present company bought this railway October 16, 1879, and paid $40,000.00 for the whole property, real and personal; and no assets have been added, nor liabilities incurred, during the present year.

Amount of debt per mile of road	$ 5,570.00	
Total amount of stock and debt	537,463.55	
Amount of stock and debt per mile of road	13,253.00	

COST OF ROAD AND EQUIPMENT.

No account kept.

Average cost of construction per mile of road (41 miles) about	$ 12,000.00
Proportion of cost of construction for Iowa. All.	

GENERAL EXHIBIT.

Total earnings	$ 20,175.42
Total expenses, including taxes	8,313.34
Net earnings	11,862.08
Interest accruing during the year	10,500.00
Interest paid during the year	10,500.00
Interest on funded debt	10,500.00
Interest paid on funded debt	10,500.00
Total income from all sources for the year	$ 20,175.42

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 2,424.36
From express and baggage		193.38
From mails		470.25
Total earnings passenger department		$ 3,087.99
Earnings per train mile run (9,984 miles)	$ .31	
Earnings, freight:		
Total earnings freight department		$ 17,087.43
Earnings per train mile run (9,984 miles)	$ 1.71	
Total transportation earnings		$ 20,175.42
Earnings per train mile run, from all trains earning revenue 9,984 miles)	$2.02	
Earnings per mile of road operated (average for year 16 miles)	$ 1,260.96	
Total income from all sources		$ 20,175.42

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 2,136.40
Total	$ 2,136.40

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 632.14
Total	$ 632.14

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	558.42
Oil and waste		134.46
Locomotive service		1,260.00
Passenger train service		320.00
Passenger train supplies		40.80
Freight train service		320.00
Freight train supplies		96.55
Damage to property and cattle		31.50
Agents and station service		630.00
Station supplies		34.35
Total	$	3,421.08

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,050.00
Stationery and printing		122.66
Outside agencies and advertising		17.16
Contingencies		85.74
Taxes in Iowa		527.04
Total	$	1,802.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	2,136.40
Maintenance of motive power and cars		953.26
Conducting transportation		3,421.08
General expenses, including taxes		1,802.60
Total operating expenses and taxes	$	8,313.34

Operating expenses and taxes per mile of road ($519.58)	
Operating expenses and taxes per train mile run, for trains earning revenue (9,984 miles) cents	83
Proportion of operating expenses and taxes for Iowa. All.	
Percentage of expenses to income	41

GENERAL RECAPITULATION.

Total income	$	20,175.42
Total operating expenses and taxes		8,313.34
Net income above operating expenses and taxes		11,862.08
Net income above operating expenses, taxes, and interest		1,362.08

Gross income per train mile run (9,984 miles)	$2.02
Net income per train mile run (9,984 miles)	1.19
Percentage of net income to stock and debt	2.2
Percentage of net income to cost of road and equipment.	1.9

DESCRIPTION OF ROAD.

Length main line of road from Fort Madison to Birmingham, Iowa	41
Aggregate length of sidings and other tracks not above enumerated, feet	3,900
Total length of iron rails in tracks in Iowa, exclusive of sidings	41
Weight per yard, iron 30 pounds.	
Gauge of track	3 feet.

STATIONS.

Number of stations on all roads owned by this company	12
Number of stations on all roads operated by this company	12
Number of telegraph offices in stations in Iowa. None.	

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, about	60

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden trestle and pile	64	5,345

BOX CULVERTS IN IOWA.

Timber	3
Stone	5

CATTLE-GUARDS.

Number in Iowa	96

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Between West Point and Birmingham, 49 bridges	Trestle	Wood	Fall of 1881	4,140

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections, miles	5
Average number of men in each section gang	4

CROSSINGS IN IOWA.

What railroad crosses your road over or under, and at what locality?

St. L., K. & N. W. (north branch) R'y, near Mertensville.

Number of highway crossings at grade	55
Number of highway crossings over railroad	1
Number of highway crossings under railroad	5
Number of highway bridges 18 feet above track	1
Number of highway bridges less than 18 feet above track. None.	

ROLLING STOCK.

	TOTAL.
Number of locomotives	4
Number of passenger cars	2
Number of baggage, mail, and express cars	1
Number of combination cars	1
Number of caboose cars	1
Number of box freight cars	61
Number of stock cars	23
Number of platform cars	31
Number of other cars, hand-cars, 11; push-cars, 9; iron cars, 3,	23
Total	143
Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tenders, tons	15½
Number of locomotives with train-brake. None.	
Kind of brake. Hand.	
Maximum weight of passenger cars, tons	9
Average weight of passenger cars, tons	8½
Number of cars equipped with train brake. None.	
Kind of brake. Hand.	
Number of passenger cars equipped with Miller platform and buffer. Two coaches and two combination cars.	

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company, at one and one-half first class rates; does a general express business, and they take their freight at our depots.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $312.00 per annum to January 1, 1882; $42.75 per mile per annum for first eleven miles, January 1 to June 30, 1882; compensation for remainder of road not determined.

What amount have you paid for receiving and delivering mail to and from stations on your road?

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. March	23 A. J. Shockely, laborer on construction train	Bridge near Spring Branch	Derailment of car.

INJURED.

DATE.		NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. May	8	Chas. Engle, conductor	Benbow Station	Coupling cars.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1
Number of persons injured during the year	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. C. Atlee, Fort Madison, Iowa.
Vice President—Henry Ketchum, Fort Madison, Iowa.
Secretary—E. W. Merrill, Fort Madison, Iowa.
Treasurer—S. B. Kenrick, Fort Madison, Iowa.
General Superintendent—S. B. Kenrick, Fort Madison, Iowa.
Chief Engineer—Chas. Harley, Fort Madison, Iowa.
Auditor—S. B. Kenrick, Fort Madison, Iowa.
General Passenger and Freight Agent—S. B. Kenrick, Fort Madison, Iowa.
Attorneys—Van Valkenburg & Hamilton, Fort Madison, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. C. Atlee, Fort Madison, Iowa.
H. Ketchum, New London, Wisconsin.
D. M. Kelly, Green Bay, Wisconsin.
S. B. Kenrick, Fort Madison, Iowa.
E. W. Merrill, Fort Madison, Iowa.
J. D. M. Hamilton, Fort Madison, Iowa.
Geo. Schlapp, Fort Madison, Iowa.
Chas. Doerr, Fort Madison, Iowa.
T. P. Bingham, Green Bay, Wisconsin.

Date of annual meeting of stockholders, second Tuesday in July.
Fiscal year of company ends June 30th.
General offices of the company are located at Fort Madison, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LEE. }

S. B. Kenrick, Superintendent of the Fort Madison & Northwestern Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be as true, full, and correct a statement of the condition and affairs of said company as can be obtained from the data at his command on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) S. B. KENRICK,
Superintendent.

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

J. D. M. HAMILTON,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 16th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MARION RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 60,000.00	
Amount authorized by vote of company	30,000.00	
Amount issued, number of shares, 600, amount paid in		$ 39,120.00
Total amount paid in as per books of the company		$ 39,120.00

Amount of stock per mile of road	$ 12,000.00
Amount of stock representing the road in Iowa	60,000.00
Amount of stock held in Iowa	60,000.00
Total number of stockholders	25
Number of stockholders in Iowa	25

The $60,000 stock contemplates the building of street lines within the city limits of Cedar Rapids.

DEBT.

None. The notes and bonds as reported last year have all been paid and canceled, and there stand no liens on the road.

COST OF ROAD AND EQUIPMENT.

Construction of road		$ 3,997.95
Motors, cars, and buildings		2,367.89
Engine houses, car sheds, and turntables		657.81
Reported last year		34,403.27
Total expended for construction, etc		$ 40,769.11
Average cost of construction per mile of road (5 miles.)	$ 6,198.68	
Proportion of cost of construction for Iowa	30,943.41	
Total cost of road and equipment		$ 40,769.11
Average cost of equipment per mile (5 miles)		473.57
Proportion of cost of road and equipment for Iowa.	All.	
Average cost of road and equipment per mile in Iowa (5 miles)		$ 8,153.82

GENERAL EXHIBIT.

Total earnings	$	13,796.54
Total expenses, including taxes		11,821.00
Net earnings		1,975.54
Interest paid during the year		369.66
Dividends declared (10 per cent)		3,000.00
Total income from all sources for the year	$	13,796.54

ANALYSIS OF EARNINGS.

Earnings, passenger	$	13,736.54
Mails		60.00
Total earnings, passenger department	$	13,796.54
Earnings per mile of road operated (5 miles)	$	2,759.31
Total income from all sources		13,796.54
Proportion of income for Iowa	$	13,796.54

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	2,297.68
Repairs of bridges, including culverts and cattle-guards		13.50
Repairs of buildings, stations, and water-tanks		46.91
Total	$	2,358.09

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives and cars	$	1,276.18
Total	$	1,276.18

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (motors)	$	2,167.87
Water supply		42.25
Oil and waste		273.37
Locomotive and passenger train service		3,330.50
Damages to property and cattle		76.13
Total	$	5,890.12

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,451.12
Legal expenses		545.0
General expenses		154.25
Stationery and printing		41.25
Rents		27.50
Extraordinary		77.49
Total	$	2,296.61

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	2,358.09
Maintenance of motive power and cars		1,276.18
Conducting transportation		5,890.12
General expenses, including taxes		2,296.61
Total operating expenses and taxes	$	11,821.00
Operating expenses per mile of road	$	2,384.20

GENERAL RECAPITULATION.

Total income	$	13,796.54
Total operating expenses		11,821.00
Net income above operating expenses		1,975.54
Net income above operating expenses and interest		1,605.88

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Real estate	$	500.00
Improvement and equipment		9,325.70
Construction account		30,943.41
C. G. Greene, treasurer		1,317.83
Dividends (on $30,000 first issue)		3,000.00
Repairs track		2,297.68
Office furniture and fixtures		4.75
Interest account		369.66
Extraordinary expenses (snow shoveling)		77.49
Car furniture		36.83
Rents		27.50
Water for motors		42.25
Bills received		600.00
Accounts received		77.50
Construction material		1,407.44
Car and motor service		3,330.50
Officers and agents		1,451.12
General expenses		154.25
Fuel account		2,167.87
Oil, waste, and tallow		273.37
Repairs, cars, and motors		1,276.18
Miscellaneous tools		94.85
Repairs, buildings, etc		46.91
Stationery and printing		41.25
Legal expenses		545.00
Loss and damage		76.13
Repairs of bridges		13.50
Total	$	59,498.97

CREDIT.

Stock account	$ 39,120.00
Profit and loss	2,997.81
Accounts payable	2,381.27
Passenger earnings	13,736.54
Unpaid vouchers	401.96
Mails	60.00
Pay-rolls	801.39
Total	$ 59,498.97

DESCRIPTION OF ROAD.

Length main line of road from Cedar Rapids to Marion, miles 5
Total length of road belonging to this company, about 5 miles and 400 feet.
Total length of iron rails in Iowa, exclusive of sidings, full, miles 5

Weights per yard, iron, part 16, and part 22 pounds.

Gauge of track 4 ft. 8½ in.
Total miles road operated by this company in Iowa 5

STATIONS.

Number of stations on all roads owned by this company 2

EMPLOYES.

Number of persons regularly employed on all roads operated by this company 15

ROAD-BED AND TRACK.

Number of track sections in Iowa 1
Average length of sections, miles 5
Average number of men in each section gang 5
Total track laid with new rails during the year in Iowa, near ½ mile.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R'y, at half way between Cedar Rapids and Marion.
Burlington, Cedar Rapids & Northern R'y, at Cedar Rapids.
Chicago & Northwestern R'y, at Cedar Rapids.

ROLLING STOCK.

Number of locomotives, (motors) 3
Number of passenger cars 4
Maximum weight of motors and tenders (6 and 8 tons).
Number of locomotives equipped with train brake 3
Kind of brake, steam brake.
Number of cars equipped with train brake 4
Kind of brake, common wheel.

TRAIN MILEAGE.

Miles run by passenger trains during the year 2,340

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains 1

PASSENGER TRAFFIC.

Average amount received from each passenger, cents 2½
Highest rate of fare per mile for any distance, cents 3
Lowest rate of fare per mile for any distance, cents 1½

SPEED OF TRAINS.

Rate of speed of passenger trains, including stops, about 10 minutes per mile.

ADDITIONAL QUESTIONS.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $150 per annum.
What amount have you paid for receiving and delivering mail to and from stations on your road? $15.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

July 20, 1881, Dennis Colbert, employe of company, trackman, Marion, Iowa. Was run over; he stepped in front of motor while same was in motion, intending to get on, missed his step and was thrown under, and died from injuries received about ten days after accident. Colbert stated before his death he was to blame for the accident, and not the company.

The above was reported in last year's report by error, as it belonged to this year.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year 1
Number of persons injured during the year. Don't know.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Wm. Greene, Cedar Rapids.
Vice-President—O. T. Richmond, Marion.
Secretary—N. B. Consigny, Cedar Rapids.
Treasurer—C. G. Greene, Cedar Rapids.
Superintendent—J. P. Messer, Cedar Rapids.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Wm. Greene, Cedar Rapids, Iowa.
S. C. Bever, Cedar Rapids, Iowa.
G. W. Bever, Cedar Rapids, Iowa.
F. C. Hoomel, Cedar Rapids, Iowa.
N. C. Blake, Cedar Rapids, Iowa.
O. T. Richmond, Marion, Iowa.
R. M. Jackson, Marion, Iowa.

Date of annual meeting of stockholders, third Monday in January.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

J. P. Messer, Superintendent of the Cedar Rapids & Marion Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed) J. P. MESSER,
Superintenden

Subscribed and sworn to before me, this 21st day of August, A. D. 1882.

[L. S.] N. B. CONSIGNY,
Notary Public in and for Linn County, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 23d day of August, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS & DES MOINES NORTHERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	$ 3,000,000.00	
Amount of common stock issued		$ 387,750.00
Amount of preferred stock issued, and conditions of preferment		335,000.00
Total amount paid in as per books of the company		$ 722,750.00

Amount of stock held in Iowa	$ 193,875.00
Total number of stockholders	2
Number of stockholders in Iowa	1

DEBT.

Funded debt as follows:

First mortgage bonds due August 1, 1921, rate of interest 6 per cent	$ 303,000.00

Interest paid on same during the year. None.
Bonds are $4,000 per mile from west city limits to Clive station, and $8,000 per mile from Clive station north.

Total amount of funded debt	$ 303,000.00

Total amount of floating debt. None.

Total amount of debt liabilities	$ 303,000.00

Amount of debt per mile of road	$ 8,000.00
Total amount of stock and debt	1,025,750.00

Amount of stock and debt per mile of road. When the road is completed, the amount will be $28,000 per mile.

COST OF ROAD AND EQUIPMENT.

Total expended for construction		$ 1,025,750.00
Average cost of construction per mile of road (42.365 miles)		$ 28,000.00

The equipment is included in the cost of the road.

GENERAL EXHIBIT.

Total earnings		$ 2,932.00
Total expenses, including taxes		1,998.07
Net earnings		$ 934.30
Interest accruing during the year		9,090.00
Interest on funded debt		9,090.00

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 1,205.18	
From all passengers		$ 1,205.18
Total earnings, passenger department		$ 1,205.18
Earnings, freight:		
From local	$ 1,727.19	
Total earnings, freight department		1,727.19
Total transportation earnings		$ 2,932.37
Proportion of earnings for Iowa		2,932.37
Total income from all sources		$ 2,932.37

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,177.75
Total	$ 1,177.75

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 5.00
Total	$ 5.00

CLASS 3—CONDUCTING TRANSPORTATION.

Passenger train service	1.25
Damage and loss of freight and baggage	1.04
Agents and station service	426.03
Station supplies	77.40
Total	$ 505.72

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$ 224.00
Stationery and printing	85.00
Total	$ 309.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 1,177.75
Maintenance of motive power and cars	5.00
Conducting transportation	505.72
General expenses, including taxes	309.60
Total operating expenses and taxes	$ 1,998.07

GENERAL RECAPITULATION.

Total income	$ 2,932.37
Total operating expenses and taxes	1,998.07
Net income above operating expenses, taxes, interest, and rental	934.30

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1882.

DEBIT.

F. M. Hubbell, treasurer	$ 906.10
Des Moines station	27.60
Clive station	.60
General office	224.00
Agents and clerks	418.53
United States mail expense	7.50
Stationery	85.60
Engine repairs	5.00
Track repairs	1,177.75
Train and station supplies	77.40
Conductors, baggagemen, and brakemen	1.25
Lost and damaged freight	.68
Drawbacks and overcharged freight	.36
Total	$ 2,932.37

CREDIT.

Gross earnings	$	2,932.37
Total	$	2,932.37

DESCRIPTION OF ROAD.

Length main line of road from Des Moines to Boone, miles	42.365
Total length of road belonging to this company, miles	42.365
Aggregate length of sidings and other tracks not above enumerated, feet	6,038
Same in Iowa, feet	6,038
Aggregate length of track computed as single track, exclusive of sidings, miles	42.365
Same in Iowa	42.365
Total length of iron rails in tracks in Iowa, exclusive of sidings	42.365
Gauge of track	3 feet.
If any part of the road was first opened for operation during the past year, state the date.	May 1, 1882.
Total miles of road operated by this company	42.365
Total miles road operated by this company in Iowa	42.365

STATIONS.

Number of stations on all roads owned by this company	8
Same in Iowa	8
Number of stations on all roads operated by this company	8
Same in Iowa	8
Number of telegraph offices in stations in Iowa	6

EMPLOYES—OPERATING DEPARTMENT.

Number of persons regularly employed on all roads operated by this company		20
Same in Iowa		20
Amount paid employes, including officials, on all roads operated by this company	$	1,876.00
Same in Iowa		1,876.00

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Combination bridges over 100 feet in length	16	7,022
Combination bridges under 100 feet in length	56	3,400
Wooden trestle and pile	16	7,022

BOX CULVERTS IN IOWA.

Timber	92

CATTLE-GUARDS.

Number of in Iowa	116

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Des Moines River	Combination	Iron and wood.	1881 and '82	2,056
9 between Des Moines and Clive.	Pile	Wood	1881	1,200
16 between Clive and Grimes	Pile	Wood	1881	1,088
19 between Grimes and Kelsey	Pile	Wood	1881 and '82	1,728
9 between Kelsey and Madrid	Pile	Wood	1882	368
18 between Madrid and Boone	Pile and trestle	Wood	1882	3,982

ROAD-BED AND TRACK.

Number of track sections in Iowa	7
Average length of sections, miles	6
Average number of men in each section gang	5

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railway, at Des Moines.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Madrid.
Chicago & Northwestern Railway, at Boone.

Number of highway crossing at grade	68
Number of highway crossings under railroad	3

FENCING IN IOWA.

How many miles of fencing have you on your road		2
What is the average cost per rod	$	.80
What is the total cost of same		512.00
How many miles of new fencing have you built during the year		2
Give the number of miles needed on both sides of your track in each county in Iowa:		
In Polk county		33
In Dallas county		18
In Boone county		29

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives		3	3
Number of passenger cars		3	3
Number of baggage, mail, and express cars	1	0	1
Number of parlor and sleeping cars			
Number of dining cars			
Number of box freight cars		6	6
Number of platform cars		7	7
Number of other cars, excursion cars		8	8
Total			28

Maximum weight of locomotives and tenders, tons	12
Average weight of locomotives and tenders, tons	12
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons	6½
Average number of cars equipped with train-brake	24
Average weight of passenger cars, tons	6½
Kind of brake, 10 have double, and 14 have single.	
Number of passenger cars equipped with Miller platform and buffer	10

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by all trains during the year	5,669
Total train mileage	5,669

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average number of cars in freight trains	4

PASSENGER TRAFFIC.

Number of local passengers carried	2,293
Total number of passengers carried	2,293
Total passenger mileage, or passengers carried one mile	41,392
Average distance traveled by each passenger, miles	18
Average amount received from each passenger, cents	52
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2.8

FREIGHT TRAFFIC.

Total tons of freight carried	894
Total freight mileage, or tons carried one mile	19,293
Average rate per ton per mile received for local freight, cts	.8.9
Average rate per ton per mile received for all freight, cts	.8.9
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road)	100

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	15
Rate of speed of freight trains, including stops, miles	10

TONNAGE OF ARTICLES TRANSPORTED.

Total tons carried	894

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company; have no contract with them; take their freight at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Have no contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? At Des Moines station, $5.00 per month.

TELEGRAPH.

How many miles of telegraph are owned by your company? 42.365.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? D. M. N. W. R'y, from Des Moines to Clive, 7.18 miles.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. S. Clarkson, Des Moines.
Vice President—J. S. Runnells, Des Moines.
Secretary—J. S. Polk, Des Moines.
Treasurer—F. M. Hubbell, Des Moines.
General Superintendent—C. F. Meek, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. S. Clarkson, Des Moines.
J. S. Runnells, Des Moines.
J. S. Polk, Des Moines.
F. M. Hubbell, Des Moines.
Frank J. Pusey, Council Bluffs.

Date of annual meeting of stockholders, first Thursday in January.
Fiscal year of company ends, December 31st.
General offices of the company are located at Des Moines, Iowa.

STATE OF IOWA, }
COUNTY OF POLK. } ss.

I, C. F. Meek, General Superintendent of the St. Louis, Des Moines & Northern Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of my knowledge and belief.

(Signed) C. F. MEEK.

[L. S. OF R. R.]

Subscribed and sworn to before me, this 19th day of December, A. D. 1882.

[L. S.] FRANK H. PERRY,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 19th day of December, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

APPENDIX A.

ADJUSTMENT OF COMPLAINTS.

ADJUSTMENT OF COMPLAINTS.

INDEPENDENCE MILLS COMPANY, INDEPENDENCE IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, BURLINGTON, CEDAR RAPIDS & NORTHERN RAILROAD COMPANY, *Respondents*. } *Discrimination.*

Filed, October 17, 1881.

DECISION OF THE COMMISSIONERS.

Referring to your letter of December 14th, last, wherein you complain of the high rates on wheat charged by the Illinois Central Railroad Company, and the reduction in charges on Minneapolis flour transported to Iowa markets, the Board has received the following letter from W. K. Ackerman, President of the Illinois Central:

CHICAGO, January 18, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners:*

DEAR SIR—Referring to your letter of the 20th ult., in regard to complaint of the Independence Mills Company, I would say that our rate on flour from Minneapolis to Independence is forty-five cents per barrel, and this is a higher rate than we charge on our Iowa Division locally for the same distances and on the same class of freight. Our wheat rates on our Iowa Division we think are unreasonably low, and the Independence Mills Company has the advantage of them. I do not see that they have any just cause of complaint, because we haul at a higher rate on flour from another State than we charge locally in Iowa.

Yours respectfully,

W. K. ACKERMAN, *President.*

If the through Minnesota rate to Iowa points is higher than the Iowa local rates it would seem that this is all that could reasonably be asked as to the *relation* or *proportion* of the two charges. Such facts show that Iowa local interests already have an advantage over shipments from Minnesota. The next question is, are the Illinois Central local rates reasonable in themselves? In a former letter you asked for the rate from Waterloo to Independence. On examination we find it to be 6.20 cents per 100 lbs. on wheat, or 3.72 cents per bushel. This is almost exactly the rate fixed by the Iowa tariff ("Granger act") law of 1874. To be exact, the rate charged now is 6.20 per 100 lbs.; the "Granger rate" was 6.14 cents per 100 lbs.—an increase of only .06 of a cent per 100. The Illinois Central is still operating

under "Granger rates" substantially, having made but a slight increase since the repeal of that law, and this only on short hauls and partial car loads.

It was everywhere conceded that the rates of the "Granger law" were exceedingly low, and surely the Illinois Central's Iowa business does not indicate anything like profits year by year. As to the rate on wheat from Waterloo to Independence, and from other stations on the Illinois Central, the Commissioners hold that they are not unreasonable. As to the rate on Minneapolis flour to Iowa points: the rate being relatively higher than Iowa local rates for like distances, they see no good ground of complaint. Besides, they have no jurisdiction over rates between different States, and are powerless in the premises.

As to the branch of your complaint referring to the Burlington, Cedar Rapids & Northern, Superintendent Ives writes that their rate on Minneapolis flour to Independence and other points on the Milwaukee Division is fifty cents per barrel. This is five cents higher than the Illinois Central rate for same service, and therefore makes the relative advantage still greater in favor of Iowa local rates on wheat.

If the Commissioners had the power, they would be reluctant to use it in recommending a higher rate on Minneapolis flour. On this subject Superintendent Ives uses this language: "We think if the Commissioners will "inquire, they will ascertain that people at Independence imported this "flour in consequence of the Mill Company being unable to furnish the "local wants through scarcity of milling wheat. The Independence people "do not state upon what basis they claim our rate to be too low—what the "expense is of the relative flours and reasonable margin for manufacturing "and difference in grades, theirs not being equal to Minneapolis flour. I "think you will learn that these gentlemen wish all other flour excluded "from Independence for the purpose of monopolizing the trade."

The Commissioners have made no inquiry as to those statements, nor are they pertinent to the case. As to the rates of this road on wheat, it should be understood that of the entire run from Northwood to Independence—177 miles, 138 miles is over class "A" road, while 39 miles is class "C." By careful computation we find that the rate now charged exceeds the Granger rate for that distance by one cent and fifty-four hundredths per 100 lbs. The rate on wheat from Postville to Independence, same distance as between Leroy and Postville on the C., M. & St. P. R'y is fifteen cents per 100 lbs., while that of the latter is twenty cents as you know; though they have agreed to make you the same rate as the former, and will probably refund you the five cents overcharge on the shipments in controversy. We do not think their rates unreasonable under all the circumstances; and even if in our judgment they were otherwise, the Board is without authority as to Gordonsville and Glenville shipments, those stations being in another State.

Des Moines, Iowa, January 23, 1882.

SAMUEL A. AYRES & COMPANY, DES MOINES, IOWA, *Complainants*, vs. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*. } *Damages.*

Filed, October 22, 1881.

DECISION OF THE COMMISSIONERS.

This complaint was brought before the Board by Mr. Ayres in writing on the 22d day of October, 1881, and consists of two separate claims for damages.

The first, that on the 9th of October, 1880, he received a box of fancy goods, vases, etc., from the Chicago, Rock Island & Pacific Railway Company, shipped from New York; that he notified the agent that the goods were received in a damaged condition; that at the request of the agent he made a list of the damaged goods at cost price, and has repeatedly since that time asked payment of the claim.

Mr. Sage, general freight agent of the company, in a letter to the president of the road, dated December 15th, says: "The injury was received "from improper packing, that vases were broken, one each of two pairs. "Mr. Ayres retained the single vases in his possession, and the question was "whether the company should pay one-half or the whole of the $4.37; if the "claim had been pressed no doubt it would have been paid." The deposition of Mr. Ayres with regard to this package is, that the box was stove in at the corner, looking as if some heavy weight had been thrown or dumped upon it; that in his judgment the vases were carefully packed; that two vases out of four pairs were unbroken; that after holding them for nearly a year subject to the order of the railway company, he sold them for about one dollar; that he had used his best endeavors to get payment, and pressed the claim in every way he knew before entering this complaint. In presenting this claim he only charged the railway company what the goods actually cost him. The Commissioners regard Mr. Sage's letter as an admission that with the facts correctly stated, Mr. Ayres should be paid the amount of the claim, $4.37, and so find.

The second claim of Ayres & Co. is for damage to crockery in a crate, which from the bill of lading seems to have been shipped from New York on the 6th day of April, 1881, and received at Des Moines on the 15th. On the bill, in red letters, is stamped "owner's risk." It appears that the crate was shipped from New York to Baltimore by vessel, and the bill of lading says that the marine risk is assumed by the Baltimore & Ohio Road. H. F. Gleason, agent of the Chicago, Rock Island & Pacific Railway, says that the crate was received and loaded in apparent good order on the 10th of April. On the 18th of April, we find the following signed by the check clerk of the Rock Island Railway in Des Moines: "Notation on delivery, one side and "end partially detached; no appearance from outside of contents being "damaged. The breakage reported could not be caused by the strain of the "crate; probable cause, either bad packing or a heavy fall." This was signed "Fred." On July 1st, 1881, the general freight agent of the Baltimore &

Ohio Railway declined to pay any portion of the damage, as the crate was delivered to the Rock Island Road in apparent good order. Tracing the crate from Chicago, it was found that it was put in a sealed car and reached Des Moines with seals unbroken; the engineers and conductors all agree that the car had no rough handling. Mr. Royce, Division Superintendent, concludes that the damage must have occurred in loading or unloading the car.

On the 20th of August, Mr. Tewksbury, agent, declines to pay the breakage for two reasons:

First. The breakage was ordinary.

Second. That property was shipped at owner's risk.

This was the situation at the time the case was referred to this Board.

Ayres & Co.'s bill is as follows: For damage to goods in crate earthenware, No. 433, shipped by Thomas Maddock & Bro., *via* Baltimore & Ohio Railway, April 6, 1881.

6 ewers at 34 cents each	$ 2.04
5 basins at 34 cents each	1.70
2 covered chambers at 42 cents each	.84
1 soap dish cover and drainer	.26
2 cups and 3 saucers	.15
Total	$ 4.99

With regard to ordinary breakage Mr. Ayres says that it is from one to two per cent, that the breakage on this crate was ten per cent, and his statement seems so reasonable that we do not think it necessary to pursue this defense further. The second, that the goods were shipped at owner's risk, is practically all that there is in the case that would seem to justify a defense.

The obligation of the common carrier is to transport and deliver goods in same condition as when received, unless prevented by the "act of God or "public enemies"; this obligation is changed by what in fact is a modification of the contract, the railway company stamping on the bill of lading "owner's risk." This is done in all goods that are specially liable to injury, without consulting either the shipper or consignor. Of this, however, Mr. Ayres has no reasonable ground to complain, for he says that all his earthenware is received in that way, and he supposes the railway companies will receive it on no other condition. We have examined authorities as to the extent of the modification of the contract, and find the general line of decisions to sustain the following views:

Hutchinson on Carriers, Sec. 248: "A carrier cannot contract for exemption "from liability for losses caused by his own or the negligence of his serv-"ants." Some cases are reported as taking a different view, and releasing the carrier from negligence.

SEC. 257. But it will be observed that these cases occurred in States in which the law permits the carrier, by express contract, to relieve himself from the consequences of his negligence. It will consequently be found that in several of the cases heretofore cited as recognizing the right of the

carrier thus to put a limit on the liability to which he would otherwise be subjected, it is distinctly coupled with the condition that whenever the loss can be so traced to his negligence, the contract for limited liability will not avail him, and will be considered out of the way.

SEC. 263. These conclusions, after so thorough an examination of the subject, may be said to have decidedly turned the scale in favor of the exclusion of all contracts between carriers and their employes exempting the former from the consequence of the negligence of every grade of themselves or their employes or servants.

SEC. 262. Case of *Railroad Co. v. Lockwood*, the Supreme Court of the United States held: *First*, that a common carrier cannot stipulate for exemption from responsibility, when such exemption is not just and reasonable in the eye of the law.

Secondly, that it is not just and reasonable in the eye of the law for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants.

Thirdly, that these rules apply to carriers of goods and carriers of passengers.

Schouler on Bailments, page 485: The letters "O" "R", written on a bill of lading, aim in some cases to qualify the common law liabilities. The use of this expression by a common carrier seems to throw back the risk of carriage upon the sender or owner so far as public policy will permit.

Page 492: So strong is public sentiment in some parts of our country against allowing railways to qualify their common law liability by special contract at all, that the legislation of certain States make all such contracts utterly void.

Lawson on Contracts of Carriers, Sec. 187: The term "owner's risk" in a contract for transportation, imports that the owner assumes the risk arising from the ordinary dangers of transportation by the means employed, which the reasonable and ordinary care of the common carrier might be insufficient to prevent, and the latter is liable only for those dangers which with ordinary care and prudence might be avoided. He will still be answerable for his own negligence or misconduct or that of his servants or agents.

Section 1308, Code of Iowa: No contract, receipt, rule, or regulation, shall exempt any corporation engaged in transporting persons or property by railway, from liability of a common carrier or carrier of passengers, which would exist had no contract, receipt, rule, or regulation been made or entered into.

The crate was received in Chicago in apparent good condition; when delivered in Des Moines, it was first reported shaky, and afterward the check clerk reported one side and end detached. His note is that the breakage probably came from bad packing or a heavy fall. Bad packing certainly never broke the crate; rough handling or a heavy fall might. The company show very satisfactorily that it was not done in transit between Chicago

and Des Moines, as it was in a sealed car, and every conductor and engineer that had it in charge says that the car had no rough usage.

We think the facts as stated show that the burden of proof lies with the railway company, to prove that it was not injured while in their hands. They have shown that one class of their servants did not injure it, and must have had the same means of ascertaining whether another did.

It seems to us entirely within their power to trace this package from its receipt to its delivery, and the company can hardly mean to say, "if Messrs. "Ayres & Co. think this company has been negligent, let them say when, "where, and in what it was negligent."

Ayres & Co. first saw the crate when it was delivered to them broken; when it came into the hands of the railway company it was in apparent good order.

The conclusion of the Commissioners is, that the Chicago, Rock Island & Pacific Railway Company should pay Messrs. Ayres & Co. the amount of the bill rendered, which is:

For this claim	$ 4.99
For the first claim	4.37
Total	$ 9.36

The amount of this claim is small, but the Board of Railroad Commissioners have given the subject careful investigation, as the principle that underlies it is important, and from the request of the president of the road "that the Commissioners should give expression to their views as to whether "the billing at owner's risk, in consideration of reduced rates, can be con- "sidered as a release from claims of this class."

Des Moines, Iowa, February 15, 1882.

W. S. RICHE, MUSCATINE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed, October 29, 1881.

DECISION OF THE COMMISSIONERS.

The complainant alleges that he shipped a car load of melons at Muscatine, consigned to St. Paul *via* the Burlington, Cedar Rapids & Northern Railway; alleges an unreasonable delay in transporting the freight, in consequence of which the melons rotted to some extent before reaching their destination, and claims damages for the alleged loss. In a supplemental letter of complaint it is alleged that the parties saw the car of melons standing on the track at Albert Lea "broken open and a good many of the melons gone"; also, that on application to the company for damages and a release of the freight charged, the company refused and replied, "no one to blame."

Complainant makes demand for $125.80 damages, "on account of delay." Superintendent Ives, of the railway complained of, makes oath to the allegations as follows, relating to the movements of the melons: The shipment was loaded at Muscatine on Friday, August 5th, and left Muscatine by first train Saturday morning; taken from Nichols by first freight train, and arrived at Cedar Rapids same day, Saturday. As we run no freight trains on Sunday, this car laid at Cedar Rapids until 2:30 Monday morning, and reached Albert Lea at 5:30 same day; left Albert Lea at 2 Tuesday morning, arrived at Minneapolis afternoon of same day and delivered to St. Paul, M. & M. R'y for St. Paul, which point was reached that night, and consignee received property on Wednesday, the 10th, being actually three days in transit, and one additional day (Sunday) making four days in the hands of the railway.

In a subsequent communication, dated December 15, Mr. Ives further says: "I have gone over the matter again and must refer you to mine of October "31st to you, on the same subject, the facts therein stated remaining fully "substantiated on the second investigation. Our records show the move- "ment of the car day by day, the trains showing no delay, but car moved "by first train every time. As to the statement of his (Richie's) agent, Mr. "Barnard, about his seeing the car standing on the track at Albert Lea, bro- "ken open, he says: But he is unable at this date to swear positively as to "the number of the car. * * * As for the car being broken open, "shippers of melons do not want the cars fastened and sealed as with other "property, but want to leave the doors partially open with slats nailed on "in order to ventilate the car, and it is distinctly understood with shippers. "Mr. Richie was particularly told that if he desired cars left in this condi- "tion, it must be at his own risk of having them stolen, as when freight of "this character is left so exposed it is practically impossible for the railway "to defend it from tramps and other irresponsible parties. * * * * "The statement made by Mr. Richie that our agent at Albert Lea states in "his letter to them that he found my car standing on the track broken open "and a good many of the melons gone, is erroneous, as no such statement "was made by our agent."

It is the judgment of the Commissioners, therefore, that there was no detention of this car of freight, entitling complainant to damages. The other branch of the complaint, that the car was broken open and a part of the melons taken out and destroyed while the car was at Albert Lea, Minnesota, has not been sustained by any competent evidence. Indeed, it is admitted in complainant's letter of November 26th, that his agent, Mr. Barnard, "is unable to swear positively to the number of the car." Complainant asserts that the railway company's agent at Albert Lea states in his letter to them that he "found my car standing on the track broken open and a "good many of the melons gone." Replying to this, Superintendent Ives says: "The statement is erroneous, as no such statement was made by our agent." The Commissioners have waited patiently for proof from the complainant, but up to this time nothing beyond the allegation of complainant

has been supplied. But the fact that the contract to carry the freight was for inter-State service, takes the case as to the question of damages out of the jurisdiction of this Board, their powers extending only to business and contracts for service wholly within the State of Iowa.

The proper remedy for complainant is in the courts.

Moines, Iowa, January 25, 1882.

R. B. FISHER, KNOXVILLE JUNCTION, IOWA, *Complainant*, vs. CHICAGO, ROCK ISAND & PACIFIC RAILWAY COMPANY, *Respondent*. } *Petition for Crossing.*

Filed November 4, 1881.

KNOXVILLE JUNCTION, MAHASKA CO., IOWA, November 2, 1881.

To the Railroad Commissioners, State of Iowa:

The undersigned complainant, R. B. Fisher, respectfully represents that he is the owner of land on both sides of the Chicago, Rock Island & Pacific Railway, at Knoxville Junction; that he has a residence on one side of the said railway, and has a tract of about nine acres on the south side of said railway, and a tract 66 by 133 feet on north side of said railway; his residence is on the north side and his place of business on the south side of said railway; that on October 11, 1881, he gave to the agent of said railway company, at Knoxville Junction, a notice, a duplicate as follows:

STATE OF IOWA, COUNTY OF MAHASKA. } ss.

To the Chicago, Rock Island & Pacific Railway Company: Take notice that I own a tract of land at Knoxville Junction, Iowa; said tract consisting of about three acres of land, lying on both sides of your railway. I desire that a good and convenient crossing be made over your railway; said crossing to be immediately west of the end of your platform at said junction; said crossing suitable for teams and persons. I desire that said crossing be constructed immediately. R. B. FISHER.

October 11, 1881.

That said company has not made any crossing over said railway as requested, and has violated its duty in that respect, and he asks the said Commissioners to take cognizance of said grievance and to require said company to comply with said request, and to give him such relief as he may be entitled to. Respectfully,

R. B. FISHER.

Subscribed in my presence and sworn to before me, this second day of November, 1881, by the above named R. B. Fisher.

JOHN D. LACEY, *Notary Public.*

DECISION OF THE COMMISSIONERS.

The complaint as to failure of the Chicago, Rock Island & Pacific Railway Company to construct causeway for R. B. Fisher over its track between lots or parcels of his land either side thereof, was duly referred to the president of said company. Reply has been received, together with a plat of the

town, which shows that not only several side-tracks intervene between his lots, but that a public street also intervenes. And it is also shown by the respondent that these streets and lots have been laid out since the construction of both lines of railway. And the Board further finds that were the foregoing facts wanting, he still would not be entitled to the causeway he demands, as the point he designated is unsafe, and consequently an unreasonable place. And it is further shown by his own letter that there is a public street between his north lot and the railway. Consequently, section 1268 of the Code of Iowa has no application in this case.

The Commissioners are, therefore, clearly of the opinion that complainant is not entitled to the causeway he requests of the railway company.

Des Moines, Iowa, January 27, 1882.

HUTTUN & DURETTE, RANDOLPH, IOWA, *Complainants*, vs. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.

Filed November 26, 1881.

SIDNEY, IOWA, November 22, 1881.

DEAR SIR—We have been refused the justice of the payment for the loss of ten hogs that were killed for us in shipment on or about May 23, 1881. We billed the hogs to be fed at Ottumwa and Galesburg, but they run right on past Ottumwa and fed them at Burlington, and we had ten dead hogs. Our commission men presented a bill for the same to the general agent, I believe, at Chicago. We have written several times and get no answer at all lately. They wrote us last spring that our bill was on file and the account would be considered when our turn came; we think our turn ought to come pretty soon. Will you please write me in regard to the case.

Our commission men are Rosenbaum, Bass & Co.

Yours truly,

HUTTUN & DURETTE.

Address: Randolph, Fremont county, Iowa.

P. S.—We ship a great deal of stock, and feel we ought to have pay for this without any trouble; they violated the contract, and certainly ought to pay for that reason. A collision killed the stock, and we understand there was a collision about that time, near that place, in the eastern part of the State. H. & D.

A copy of this letter was sent the general manager of the Chicago, Burlington & Quincy Railroad, which was answered as follows:

CHICAGO, December 9, 1881.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, State of Iowa, Des Moines, Iowa:*

DEAR SIR—Your favor of the 28th ult., addressed to our general manager, containing complaint of Huttun & Durette, is referred to me for answer. In reply have to say that this claim has been in process of investigation since presented, and while H. & D. may be technically correct in saying that they have written us several times in regard to same without reply, they

must be aware that the papers have been in Sidney once or twice and that they have seen them there.

The facts are substantially as stated; namely, that in May last they shipped sixty-five hogs in a car for Chicago, with orders to feed at Ottumwa and Galesburg. For some reason the car was not unloaded at Ottumwa but run to Burlington before unloading. Whether this was done through any negligence on the part of the company's employes, or whether it was done at the request of the party in charge of the stock we have been unable to ascertain, for the reason that the man who was then in charge of our yards at Ottumwa has left the service.

The real questions at issue, and those we are trying to decide, are these: 1st. Was the feeding point changed by order of the party in charge of the hogs; and, 2d. Were the ten dead hogs which were found on arrival of the car in Burlington killed by reason of overloading or because of the extra four hours occupied in the run from Ottumwa to Burlington before being unloaded. It seems altogether probable that the loss was occasioned by overloading, but inasmuch as it is one of those questions which can never be settled in a manner satisfactory to both parties, we have been aiming to get all the facts, before further negotiating with H. & D. as to settlement. The complaint of H. & D. to you is a little premature. It is questionable if we owe them anything. If we do, we are ready and willing to pay it, but the investigation of doubtful claims like this, necessarily takes a good deal of time. We shall be ready in a few days to say to them that we will or will not pay the claim. Yours truly,

E. P. RIPLEY, *General Freight Agent.*

On the 20th of February, the complainants informed the Commissioners that they had settled with the railroad company.

J. Q. HANNA, GOLDFIELD, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*

Filed, November 29, 1881.

GOLDFIELD, IOWA, NOV. 22, 1881.

HON. M. C. WOODRUFF:

DEAR SIR—I wish to call your attention to the T. & N. W. R. R. Co., in regard to the location of their depot, and also their manner of operating trains.

1st. The T. & N. W. asked the people of Goldfield to assist them by voting a five per cent tax, agreeing on their part that if the tax was voted, they would act in good faith with the people, build their road and depot according to terms set forth in their proclamation. The people voted the tax, and the company went to work as though they intended to accept the conditions, representing to owners of land along the line that they expected to build their road and depots as set forth in their election proclamation, and in settlement for right of way deducted the five per cent from the damage, really collecting from some of our citizens the five per cent tax. After securing the right of way in the manner above stated, they located their depot one and one-half miles from the point agreed upon, and one mile from the crossing of the B., C. R. & N. R'y, and they now refuse to deliver freight or mail or passengers at Goldfield, making it very inconvenient for our people. We doubt not that the N. W. Co. are *able* and *willing* to ignore our rights, but we are not disposed to submit tamely.

I have every reason to believe that their action in regard to Goldfield has been governed by spite and envy of little great men. I would like very much to hear from you in regard to this matter.

Very respectfully,

J. Q. HANNA.

A copy of this letter was sent the General Manager of the Chicago & Northwestern Railway, and the General Superintendent of the Burlington, Cedar Rapids & Northern Railway. Mr. Hughitt replied as follows:

CHICAGO, JULY 26, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR.—Referring to the complaint of Mr. Hanna, of Goldfield, Iowa, respecting the construction of the Toledo & Northwestern Railway, I have to say: The company has no knowledge of any misrepresentation or deception practiced by the agents appointed to procure the right of way, and station grounds for that road. There was a large amount of tax aid voted to the company, but not one dollar has been accepted by it. The company preferred to be free from the conditions usually imposed under such circumstances. The right of way has been paid for as agreed in all cases. I do not know of any unsettled claims against it. Stations have been located at such points as, in the judgment of the management, the interests of the company and its patrons would be well served. The branch of the Burlington, Cedar Rapids & Northern Railway, to which Mr. Hanna refers, did not exist at the time the Toledo & Northwestern road was built.

Very truly,

MARVIN HUGHITT.

GOLDFIELD, IOWA, February 6, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—Yours of January 27th received, and in reply thereto I beg leave to submit the following: 1st. The proclamation calling the special election, and fully setting forth the conditions. The agents of the Toledo & Northwestern Railway did often assert that all the people had to do was to vote the tax, and that the road would be constructed as set forth in the proclamation, or notice. If desired I can furnish you many affidavits that they so represented. They have built the depot about one and one-half miles from the place named in the notice.

They have been running trains thereto about nine or ten months, and all that they have now to prove that they located the depot "so as to accommodate the public, etc.," is *one store* and a *hay press.* You will see by reading the notice, that a depot was to be built within half a mile of the southwest corner of section 34, 92, 26. As soon as the tax was voted, they proceeded at once to secure the right of way, representing to the citizens that they intended to accept the tax, and build according to said notice. In proof whereof I herewith attach evidence of county recorder.

In order to explain the method pursued to secure right of way, I will explain the settlement with George W. Hanna.

They agreed that his damages would amount to $200, that his five per cent tax would amount to $150. They paid him $50, and released him from tax. It is plain to be seen Geo. W. Hanna has paid the Toledo & Northwestern $150, for something or nothing, which?

If they had built according to proclamation they would have earned the tax, and Geo. W. Hanna would have had no reason to complain of unfair treatment. But as they did not build the depot as agreed, they are certainly $150 or more ahead in this one transaction.

The above is a fair illustration of the methods used to secure this right of way. Was there no deception used? These people worked earnestly to

comply with all demands of the company, and succeeded in securing the aid demanded, and they did it in good faith. What we now ask is, that the Toledo & Northwestern put in a depot at Goldfield, and that the Toledo & Northwestern and Burlington, Cedar Rapids & Northern Railways, unite in putting in a transfer or Y.

Very respectfully,

J. Q. HANNA.

CLARION, February 3, 1882.

MR. J. Q. HANNA:

DEAR SIR—I find upon records of this county deeds given by residents of Liberty township to the Toledo & Northwestern Railway Company for right of way. I also find in the deeds first, as a consideration, the sum of one dollar up to forty dollars. Also deeds say that in further consideration, the company agrees to remit the railway taxes due from these several parties.

J. S. Braden, through southwest southwest 3, 91, 26.
W. Nees, through south half northeast 33, 92, 26.
John Kelling, through southeast quarter 6, 92, 26.
Lucy Barnes, through west half southeast 28, 92, 26.
Geo. W. Hanna, through east half southwest 21, 92, 26.
J. H. McHenry, through south half northwest 8, 92, 26.
Chas. D. Fields, through land in 8, 92, 26.

And I further say that W. Nees has never received one cent for his right of way. The company agreed to remit his railroad tax and build fence and make crossing by January 1, 1882, and these stipulations are in the deed, and they have failed to comply with any of them.

I hereby certify that the above stipulations and conditions are contained in the several deeds above mentioned.

ED. HARTSOCK, *Recorder.*

NOTICE OF SPECIAL ELECTION.

Whereas, on the 21st day of May, 1880, a petition signed by a majority of the resident freehold tax-payers of Liberty township, Wright county, Iowa, was presented to the undersigned, trustees of said township, asking the submission to the qualified electors thereof the question of whether a tax of five per centum shall be levied upon the present valuation of the taxable property of said township for the purpose of aiding in the construction of the Toledo & Northwestern Railway from a point near Callanan, Hamilton county, Iowa, to a point on the north line of the State of Iowa, under the provisions of chapter 123, laws of the Sixteenth General Assembly of Iowa, and amendments thereto contained in chapter 157, laws of the Seventeenth General Assembly of said State, and chapter 28 of the laws of the Eighteenth General Assembly of said State, said tax to be due and payable and collectible as follows: One-half thereof in twelve months after the said road is fully completed to Goldfield, and a depot built within one-half mile west of the southwest corner of section 34, township 92 north, range 26 west, and the remaining half of said tax shall be due, payable, and collectible one year thereafter; provided, also, that the whole of said road shall be completed between said points on or before the 31st day of December, 1881, and that the said railroad company shall, within ninety days after said tax is voted, file with the auditor of Wright county, their acceptance of the aid so voted, and their agreement to build the proposed railroad.

Therefore, notice is hereby given that on the 5th day of June, 1880, at the school-house in Goldfield, the place where the last general election was held, a special election will be held for the purpose of submitting the above question to the qualified electors of said township, in the following form: For taxation, or against taxation.

Given under our hands this 22d of May, A. D., 1880.

E. C. MCINTOSH,
JAMES MACK,
A. MCINTYRE,
Trustees of Liberty Township.

Attest: S. B. KIMBALL, *Township Clerk.*

I hereby certify that the above is a true copy of the proclamation upon which aid was voted to the Toledo & Northwestern Railway.

J. E. ROBBINS, *Township Clerk.*

RECOMMENDATION OF THE COMMISSIONERS.

A copy of this recommendation was sent to Marvin Hughitt, General Manager C. & N. W. R'y, and to C. J. Ives, General Superintendent B., C. R. & N. R'y, on the 10th day of February, 1882.

The Board are in receipt of another letter from Mr. J. Q. Hanna, of Goldfield, Iowa, requesting that a "Y" be put in and a station-house built at the intersection or crossing of your road at said town, with the Burlington, Cedar Rapids & Northern Railway. He also claims that you have accepted the tax voted by the people of Liberty township, and violated the conditions on which you accepted it. This branch of the case, however, the Board decline to entertain for want of jurisdiction. As to the request for the "Y" and the station-house, it is the judgment of the Board that you comply therewith. Section 1292 of the Code of 1873, as amended by chapter 18, laws of the Fifteenth General Assembly, provides: Any railway corporation operating a railway in this State, intersecting or crossing any other line of railway of the same gauge, operated by any other company shall, by means of a "Y," or other suitable or proper means, be made to connect with such other railway so intersected or crossed. Section 1293 of same act amended as above, provides that "when such corporations are unable to agree upon "the methods and terms of such connections * * * either "or any person interested in having such connection made may make appli- "cation to the District or Circuit Court in any county in which said connec- "tion may be desired or located, or to the judge of said courts if in vacation, "after ten days written notice to the companies," and then goes on to provide the method and means of accomplishing said connection. The first section quoted makes it imperative that intersecting railways *shall* connect by means of a "Y," and the next section provides the method and terms of connection when such intersecting railways cannot agree upon them; and it provides further, that any person interested may avail himself of the provisions of this section to secure the connection desired.

Section 3, of chapter 77, of the acts of the Seventeenth General Assembly provides: "Whenever, in the judgment of the Railroad Commissioners, "* * * any addition to, or change of, its station or station-

"houses, * *, * is reasonable or expedient, in order to "promote the security, convenience, and accommodation of the public, said "Railroad Commissioners shall inform such railroad corporation of the "changes which they adjudge to be proper."

The Commissioners are of the opinion that the Chicago & Northwestern Railway Company in connection with the Burlington, Cedar Rapids & Northern Railway Company should put in a "Y" as required by law, and that such platform and station-house should be erected at said crossing as will "pro-"mote the security, convenience and accommodation of the public" at said crossing. A duplicate of this recommendation has been sent to Mr. C. J. Ives, Gen. Supt. B., C. R. & N. R'y, who it is expected will join you in the accomplishment of this work.

Des Moines, Iowa, February 10, 1882.

CEDAR RAPIDS, IOWA, Feb. 17, 1881.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR—In reply to yours of February 10, regarding complaint of J. Q. Hanna, Goldfield, Iowa, would say, that no application has ever been made to us by Mr. Hanna or any one else at Goldfield for a "Y" or depot at the junction, and probably for the very good reason that none is needed. Our depot is but a few rods from the crossing of the C. & N. W. track. There being no interchange of business between our two roads at that point no Y is needed either by Mr. Hanna or any one else. As you probably may remember from the previous correspondence regarding the Y at Abbott, our views do not accord with those expressed by the Commissioners in regard to the peremptoriness of putting in such Y's, but that in case of non-agreement of such matters between roads a way is provided for settling them. I have written Mr. Hughitt in regard to what his views may be in this case.

Very respectfully,
C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, Feb. 21, 1882.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—I am instructed by the Board to acknowledge the receipt of your letter of the 17th inst., and to say that if they understand you rightly, you deny the right of the Commissioners to direct the putting in of a "Y," as provided for in chapter 18, acts of the 15th General Assembly. If those are your views, please state so specifically, that the law may be amended during the present session of the legislature. Be kind enough to answer immediately. By order of the Board.

E. G. MORGAN, *Secretary.*

CHICAGO, February 20, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to the complaint of J. Q. Hanna, of Goldfield, Wright county, Iowa, that a connecting track between the Burlington, Cedar Rapids & Northern and Toledo & Northwestern Railways, at the crossing of the two roads in that county, has not been constructed, I have

to reply that we are now in correspondence with the B., C. R. & N. Co. regarding the matter, and I have no doubt we will be able to agree with them on terms under which it may be built. Yours truly,

M. HUGHITT.

CEDAR RAPIDS, IOWA, Feb. 23, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of February 23d, and would again state the objections to the Commissioners' interpretation of chapter 18, acts of the 15th General Assembly. It seems to me that it was not contemplated in that act to compel railways to put in connecting tracks when not needed for the transaction of business between two roads, but that in case of disagreement between two companies, a way was provided by which the connection should be made. If any legislation is needed in the matter, I think it would be well to empower the Commissioners to investigate all such cases and hear the testimony of both roads and then advise as to what they think best to be done under the circumstances.

I have a letter from Mr. Hughitt in regard to the Goldfield "Y," in which he says there is not the slightest necessity for such connection, and I understand from people of Goldfield that the complaint against that road was of a vindictive spirit and feeling that they had been aggrieved by the action of the road building an opposition town a short distance away, and not that there was any necessity for a connecting track or depot at the junction. You will readily see that the citizens of Goldfield could ship freight either to or from without the necessity of any track connecting the two roads, provided each had depot facilities of their own, and this is in my mind another proof of the faulty construction of this section compelling roads to build these connecting tracks. I trust this matter will not be insisted on to put us to such an extraordinary expense at that point, when we have provided all the facilities necessary to do the business of the town.

Yours truly,
C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, March 16, 1882.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—Again referring to the complaint of J. Q. Hanna, in regard to the "Y" at the intersection of your road with that of the Chicago & Northwestern at Goldfield, and in reply to yours of the 23d of February, I am instructed to say: The Commissioners have again carefully and critically examined chapter 18, acts of the 15th General Assembly, amending sections 1292 and 1293, of the Code of 1873, in regard to the construction of Y's at the intersection of all railways of the same gauge, and they are of the clear and firm conviction that the legal requirement is unconditional and imperative. The law reads: "Any railway corporation operating a rail-"way in this State intersecting or crossing any other line of railway of the "same guage operated by any other railway company, *shall* by means of a "Y, or other suitable or proper means be made to connect with such other "railway so intersected or crossed."

The Board are unable to see how language could be more explicit or more imperative; and certainly there are no conditions in the act which create any discretion in the railways so intersecting. The next section merely provides for the appointment of Commissioners by the Judge of the District or

Circuit Court "to determine the method and terms of connection" in cases where such intersecting corporations are unable to agree upon the method and terms of connection, etc. The Commissioners did not enact the law and whether it be oppressive in some particular cases, it is not their province to pass upon. The least they can do, when complaint is made under it is to declare the law and recommend compliance, and in case of a refusal to comply, to point out to the complainant the remedies which the laws supplies. This law, as it affects the interests of the people at Goldfield may or may not be of any practical use, and the complaint may proceed from a "vin-"dictive spirit" towards the railroads, yet neither of these circumstances can in the least change the plain terms of the law. Answering the complaint, which was also made against the Chicago & Northwestern Company, General Manager Hughitt says under date of February 20th: "I have to "reply that we are now in correspondence with the B., C. R. & N. Co. regard-"ing the matter, and I have no doubt that we will be able to agree with "them on terms under which it may be built."

By order of the Board.

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, March 30, 1882.

HON. J. TRACY, *President B., C. R. & N. R'y Co., Burlington, Iowa:*

DEAR SIR—Complaints of individuals and of whole communities are on file in this office asking the Board of Commissioners to secure compliance with the laws of Iowa by your railway in regard to the construction of a "Y" at all points of intersection of the road with other roads of like guage; also for buildings to provide shelter for passengers who may change from one of the roads so intersecting to the other. One case of complaint comes from the town of Abbot, in Hardin county, the other from Goldfield, Wright county.

The Board instruct me to call your attention to sections 1292 and 1293 of the Code, as amended by chapter 18 of the acts of the Fifteenth General Assembly, and to section 3, chapter 77, of the acts of the Seventeenth General Assembly; also to published decisions of the Board upon complaints under these laws, in their report for 1880, pages 136 to 141, and in report for 1881, page 143.

Your attention is also called to the following letter yesterday addressed to C. J. Ives, General Superintendent of your company, and particularly to the last paragraph. I am instructed to say that the recommendations of the Board on the complaints in which the Burlington, Cedar Rapids & Northern and the Central Iowa are the intersecting lines, are the only ones which have not been complied with by the companies interested, all other roads in Iowa promptly complying under like circumstances. The Commissioners did not enact the law, and whether it be oppressive in some cases it is not their province to inquire. The most they can do under it, when complaint is made, is to declare the law and recommend compliance, and in case of

refusal to comply, to point out to complainants the remedies which the law supplies.

Yesterday's letter to Mr. Ives was as follows:

DES MOINES, March 29, 1882.

C. J. IVES, ESQ., *Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—On the first of December, 1880, nearly sixteen months ago, the Board of Railroad Commissioners, on the complaint of J. M. Lieser, recommended the construction of a "Y" at the intersection of your road with the Central Iowa at Abbot. In correspondence with you in this case, the Commissioners have your letter of November, 1880, in which you state that you had written Secretary Morgan that "a platform had been put in at the "junction," and that "a building would soon be put up," etc. On this assurance, the Board made no recommendation as to the station building, or building for the comfortable shelter of passengers who may wish to change cars at said crossing, but contented themselves with quoting to you the clear terms of the law as to the power of the Commissioners to require such a building. A similar recommendation was made to Supt. Pickering, of the Central Iowa. November 24, 1881, nearly a year after the recommendation of the Board in the case of Leiser, J. T. Miller made complaint that there was much suffering endured by passengers who changed cars at the Abbot crossing, for want of shelter; that many persons change there daily, and that among them were ladies who could not safely endure the inclemency of bleak winter weather.

On this complaint, the former recommendation of the Board in the Leiser case was repeated to you and to Supt. Pickering.

On the 10th of December, 1881, the Commissioners received a petition from thirty-eight citizens of Abbot, praying that the "Y" and the building for shelter might be ordered by the Board.

The complaint of J. Q. Hanna, Goldfield, in November last, asking for the construction of a "Y" at the intersection of your line with the Toledo & Northwestern raised the same question, and the same recommendation was made by the Board. The Commissioners have the opinion of the general solicitor of the Chicago & Northwestern Railway, through General Manager Hughitt, that the interpretation made of the laws on these questions by the Board is unquestionably correct, and that there was no legal alternative on the part of the roads intersecting but compliance, and this assurance was emphasized by Mr. Hughitt expressing the purpose of his company to construct a "Y" at all points of intersection with other railways of like guage in Iowa. In a letter dated March 16th inst., the Commissioners wrote you at length their decision in the Goldfield case. They quoted to you the expressed intention of the Chicago & Northwestern Railway Company to comply with the recommendation, and hoped to get prompt response from you of like import.

I am instructed by the Commissioners to ask you to state at as early a day as you can, whether it is the intention of the Burlington, Cedar Rapids & Northern Railway Company to comply with their recommendations. This specific answer is required in order that the respective complainants may be notified of your intention, and that they may avail themselves if they so desire of the provisions of section 1293, chapter 18, acts of the Fifteenth General Assembly, if your company refuses to heed the recommendations. It has been a favorite belief of this Board, as it has been of other Commissioners, that the simple power to investigate and recommend was quite sufficient to secure prompt compliance with the law. It has often been asked of its members if more power—power to enforce its recommendations—would not increase the efficiency of the Board and the commissioner system. The invariable answer has been that the best results had come from the exercise of mere advisory or recommendatory powers; that compliance, without employing the usual powers of judicial execution, was practically voluntary, and hence far more satisfactory to the public. The Board, therefore, wish to know if the B., C. R. & N. Co. proposes to put this most prominent feature of the commissioner system to such a test as will logically challenge the enactment of amendments supplying power to enforce execution of recommendations.

Will you please make reply to this at your earliest convenience?

The Board deemed it advisable to forward you a copy of the letter to Supt. Ives, and to invite your attention to the matter complained of. They would be pleased to hear from you on it as soon as you shall have given it such consideration as you think it merits.

By order of the Board.

E. G. MORGAN, *Secretary.*

BURLINGTON, IOWA, March 31, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to your favor of 29th inst., I beg to say that this company now contemplates the removal of the station named Cleves, near Abbott, to the point of crossing of the Central Iowa track, and if such removal is made, the additional facilities for the transaction of business at that point, the putting in of a "Y," etc., will be attended to. There is really no necessity for the putting in of a "Y" at the point of crossing the B., C. R. & N. Co.'s line by the C. & N. W. at Goldfield.

No one would be benefited by it; but if insisted upon by the applicant, the recommendation of the Commissioners will be complied with.

Although not uninformed as to the provisions of the Iowa statutes you have referred to, I am nevertheless under obligations to you for the pains you have taken in pointing them out to me. It is barely possible that the courts of this State may not fully agree with the Honorable Commissioners in their construction of the statues referred to. I am quite willing, however, to accept their construction of the law as applicable to the two cases involved, and expect that this company will take action accordingly.

Yours respectfully,

J. TRACY, *President.*

DES MOINES, IOWA, April 1, 1882.

HON. J. TRACY, *President B., C. R. & N. R'y Co., Burlington, Iowa:*

DEAR SIR—Your letter of 31st ult. received and contents noted. The Commissioners are pleased to note that you are "quite willing, however, to "accept their construction of the law as applicable to the two cases involved, "and expect that this company will take action accordingly." In that case it is quite immaterial whether the courts of the State agree with them on the construction of the several statutes referred to.

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, April 4, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of March 28th, and under instructions from our president have delayed reply, as I now understand from him that he has been in correspondence with the Commissioners on the same subjects.

You say you have the opinion of the general solicitor of the C. & N. W. Railway in regard to the mandatory interpretation of the law, regarding the putting in of Y's or connecting tracks by railways. This opinion does not coincide with that of our president, Judge Tracy. I do not wish, however, to argue this point as it is to my mind a legal one, but will only suggest that if strictly enforced, great injury might be done to the railway companies by irresponsible parties making complaints, and compelling railroads to be at a large expense, when it is entirely unnecessary. The officers of the roads necessarily should be better informed as to the business on their lines, and the necessity of connecting tracks rather than outside parties, who have no use for the tracks, but simply complain that such are not put in, knowing the interpretation placed by the Commissioners on the statutes.

I am most favorably inclined to the Commissioner system, and have the very highest respect for the gentlemen comprising it, and certainly do not wish to place our line in antagonism to their rulings; but where the end sought for, which is the accommodation of the people, can be had without the additional expense of connecting tracks, which are not needed, I am in favor of such accommodation being furnished, and in regard to the two points now under consideration, would ask the opinion of the Commissioners in regard to the Abbott crossing, whether, if our depot at Clevs should be removed to a convenient point at Abbott, but not at the crossing, this would in their opinion relieve the two companies from the maintenance of a joint depot at the intersection of the two roads. In case their decision is adverse to this, I will say that our company is ready to join with the Central Iowa Railway, in the erection and maintenance of a joint depot at the junction whenever the officers of the other road are ready to co-operate. We must, however, ask to be relieved from the expense of purchasing grounds, and the laying of connecting tracks, until such time as any business is offered on either road, for which such track would be needed.

In regard to the Goldfield matter, I have had some correspondence with Mr. J. Q. Hanna, the complainant in the case, and finally, after an interview with him, I learned what I supposed was the trouble at the time, which is, they wish the C. & N. W. R'y Co. to build and operate a depot at Goldfield, instead of at Thrall, a mile and a half distant. They admit that the connecting track at Goldfield would be of no consequence to them, and that a depot at the junction, while it might be a convenience to the traveling public passing from one road to the other, would be more of an imaginary than an actual benefit to the people of Goldfield. Mr. Hanna, however, objects to the entire withdrawal of his complaint, but wishes that such pressure might be brought upon the C. & N. W. people as would compel them to establish a depot according to their original contract.

As I understand the decision of the Commissioners in this case, it is that they have no jurisdiction, but can only advise as to the junction depot, and connecting tracks. A connecting track in this case as in the other, is entirely uncalled for, no business having been presented to either road as yet to be transferred to the other, at that point. As to the depot at the junction we have no use for it, but if insisted upon I am willing to join with the C. & N. W. Co. in its erection, but would prefer to have the matter of the intersecting track deferred, until such time as there seems to be a call for it. I have had some correspondence with Mr. Hughitt, in regard to this matter, and have no doubt but we can come to a satisfactory arrangement. In regard to the Abbott matter, I have written Mr. Pickering several times, but have received no response from him in regard to what he is willing to do at that point. On receipt of your reply regarding the Abbott affairs, will take the matter up again with him and try to push it to some conclusion.

Yours truly,

C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, April 15, 1882.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—Your letter of April 4th received, and contents noted. We received a letter from Judge Tracy written March 31st, in which he seems to hold the same opinion that you do, "that the Iowa courts might not in-"terpret the law as the Commissioners did"; at the same time he agrees, as we understand him, to have the connecting tracks put in as called for by the law, and the station houses as suggested by the Commissioners. This we supposed was the situation; your letter throws some doubt upon it, and as it is some three days later in date than Mr. Tracy's, we would be pleased to learn whether yours or Mr. Tracy's is the final conclusion of the company.

This Board did not enact the law, is not responsible for its wisdom, but is required by law "to inquire into the neglect or violation, and inform the "company of what they adjudge to be proper." We regret the manifest disposition to disregard the adjudication of the Board, and whatever may be the determination of the company, whether your position or that of Mr. Tracy, please inform us as at once.

By order of the Board,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, April 24, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Since receipt of yours of April 15th, I have seen Mr. J. Wilson, of the Railroad Commissioners, and at his request have delayed final answer to your inquiries until he shall have made his report, and indicated exactly what his views are in regard to the accommodations that are necessary both at Abbott and Goldfield. For our part, we are willing to waive any differences of opinion and wish to meet the views of the Commissioners, and also the parties from whom complaints have been made, and do what seems best for all parties interested.

Yours truly,

C. J. IVES, *General Superintendent*

CEDAR RAPIDS, IOWA, May 1, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of a letter from Mr. James Wilson, who has visited Goldfield and Abbott, and has made report to the Commissioners in regard to matters at those points. As I wrote you before, we are willing to waive points of difference in regard to connecting tracks, and have arranged with the C. & N. W. people to put in the track at Goldfield. Mr. Wilson writes me that the matter of a road at Abbott is under consideration by your Board, and when determined on, the matter of location of depot can then be brought up. Yours truly,

C. J. IVES, *General Superintendent.*

Since the letter of Mr. Ives, of May 1st, was received, the Y has been put in at Goldfield as called for by the law.

The Board have published the correspondence very fully, as it was one of the few cases where there seemed to be a persistent determination on the part of one of the companies to ignore the requirements of the law and the findings of the Commissioners, the theory being that the managers of the road were the judges of the necessity of the connecting tracks, and that the law being founded in reason, they should not be required to obey its mandates if there was not a demand for the interchange of cars at that station. That this company were under a misapprehension of the needs of business at this point, will appear from the following letter:

GOLDFIELD, IOWA, Nov. 24, 1882.

GENTS—I am having goods shipped from Des Moines to Goldfield on the N. W. R. R., and cannot unload on Y, and Burlington folks refuse to transfer. What am I going to do, please inform me. Yours,

E. E. GOULD.

F. C. ASHALL, CHICAGO, ILLINOIS, *Complainant,*
vs.
CENTRAL IOWA RAILWAY COMPANY, *Respondent.*
} *Extra Baggage.*

Filed, December 9, 1881.

CLEAR LAKE, IOWA, Dec. 6, 1881.

To the Railroad Commissioners, State of Iowa:

GENTLEMEN—I wish to bring under your notice a law the Iowa Central Railway has just issued in regard to baggage. The principal points in it are, to-wit: No person shall be allowed to carry *any samples free.* If they do, all under 300 pounds shall pay for 300 pounds excess baggage, and in no case shall any traveler be allowed to carry on any passenger train more than 600 pounds. Baggage must be at the depot thirty minutes before the specified time of leaving.

Now, I think the above conditions are great pieces of imposition, as you are aware that if a traveler has to have his baggage at the depot thirty minutes before time for train to leave, it will cause a great deal of incon-

venience and loss of valuable time. They have a card with these rules tacked up in their depots. Wish I could have sent you one. Hoping that you will look into the matter as early as possible.

I remain your obedient servant,

F. C. ASHALL,

Traveler for Seeberger, Breaky & Co., Chicago.

DECISION OF THE COMMISSIONERS.

The complainant avers that the Central Iowa Railway Company has issued a rule on the transportation of baggage and the sample trunks of commercial travelers which is oppressive; that no sample trunks will be carried free; that the 300 pound rate is charged on sample trunks, even though they may not weigh so much.

The order complained of is a special notice to commercial travelers and others dated November 14th, 1881; that "all persons with sample trunks or "other packages (not strictly personal wearing apparel) will see that their "trunks are at the station from which they are to be forwarded on passen-"ger trains, not less than thirty minutes, and ticket for passage shown to "baggageman at the station, and baggage pointed out and weighed, before "the same will be allowed to be checked, and before the schedule time for "leaving, or the same will not be put on the train except at the convenience "of the company."

"One hundred and fifty pounds of baggage (strictly personal wearing ap-"parel) will be allowed free of charge for each person over fourteen years "of age."

"Sample trunks taken on passenger trains will be charged at regular ex-"cess baggage rates for 300 pounds; all over 300 pounds will be charged "double the rate of the first 300 pounds for such excess, and no person will "be allowed to take on passenger trains more than 600 pounds; and any "trunk or package exceeding in one piece more than 300 pounds, can only "be taken on freight trains, regularly way-billed at the station and freight "prepaid to destination." "Persons having baggage (strictly personal "wearing apparel) will be required to purchase ticket and show the same to "baggageman at station from which the baggage is to be forwarded, at least "fifteen minutes before schedule leaving time for train, and must be claimed "on arrival of the train or the same will be at the risk of the owner." This notice was modified by a circular dated November 29th, so as to permit holders of excess baggage books to have their baggage checked to the extent of such weight as their baggage excess books cover till such time as their books are used up, but from that date, agents will not issue excess baggage books covering more than 450 pounds, which added to the amount carried free, 150 pounds, makes the maximum weight allowed, 600 pounds.

The Commissioners find the following to be well settled principles with regard to carriers of passengers: That the carrier is regarded as an insurer of baggage and must answer for any loss not occasioned by the act of God or the public enemies.

That a carrier cannot restrict his liability by a general notice, though brought to the knowledge of the owners of the property.

That the carrier may demand statement of the value of baggage and premium in proportion thereto.

That the contract with the carrier is to carry the passenger and his personal baggage. The definition as legally given to personal baggage is such as passengers usually carry for their personal use, comfort, or amusement, according to the position in life and occupation of the traveler. This includes clothing.

It has been decided in many cases that a merchant cannot carry merchandise in his baggage to avoid the payment of freight upon it, and recover of the carrier. This rule extends to the samples carried by traveling salesmen upon the road.

For extra baggage the carrier is entitled to demand and receive special compensation in addition to the fare paid for the carriage of his person. When such extra compensation is paid, the carrier is responsible for such baggage in the same manner and to the same extent as carriers of goods. Although the correct rule seems to be that a carrier cannot limit his liability by notice that he will not be responsible beyond a certain extent, yet there is no reason why he may not make for his own protection and for the greater safety of baggage, such reasonable regulation for the checking, custody, and carriage of the baggage as may be suggested by reason and experience, but the regulation must be of a reasonable and proper nature.

It is the duty of the passenger to remove his baggage within a reasonable time after reaching his destination; failing to do this the liability of the carrier is changed, and he assumes the relation to the baggage that a warehouseman holds to goods in store.

From the above quoted authorities the Commissioners conclude that the Central Iowa Railway Company may carry or not, at their option, the trunks of traveling salesmen on their passenger trains (not being personal baggage), and may if they elect to do so, prescribe the time when and the conditions on which they will be received; that they may draw the line of distinction between this class of goods and the ordinary baggage, as they have done in the notice of the time in which it will be received, and that they may require it all to be shipped as freight if they so determine.

The passenger as to his personal baggage might raise a question as to the reasonableness of the time he was required to present his baggage for checking before the time for the arrival of the train, and possibly might compel them to check at any time before the train was due. After that the company's agents may properly refuse to check baggage or sell tickets. That the requirements complained of will often be a waste of valuable time is probably true, and possibly if the regulation is rigidly enforced, may work hardship, but we have failed to find anything in the law of carriers as interpreted by the courts that will furnish relief.

It is the duty of the passenger to remove his baggage on arriving at his destination. If he fails to do so, he relieves the carrier of special liability.

But the new relation of warehouseman does not arise until it appears that the baggage was stored in a safe and secure warehouse; then the company becomes liable as a warehouseman or bailee for hire.

Des Moines, Iowa, December 28, 1881.

CHICAGO, January 2, 1882

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours in the matter of the Central Iowa Railway, of Dec. 30th, received. Many thanks for your courteous treatment of my complaint.

Yours truly, F. C. ASHALL.

MASHALLTOWN, IOWA, December 31, 1881.

MR. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—To yours of 30th, inclosing copy of your decision in case of F. C. Ashall, "a traveler for Messrs. Seeberger, Breaky & Co., of Chi-"cago," against the Central Iowa Railway Company, at hand, and the same has been read with satisfaction. I am quite sure if your able exposition of this matter was in the hands of and read by every son of Japhet who writes himself as "a traveler," the wholesome effect produced would be a luxury that every road in the State would make the effort to indulge themselves in.

Not infrequently "a traveler" has arrived at the station just as a train is ready to pull out, with samples weighing in the aggregate some 1,500 to 2,000 pounds. It is the intention to have the "traveler" at the station with his baggage at a seasonable time, if he desires his luggage to go by that train, else it will be loaded at convenience of the company. Striving at all times to meet the just and reasonable demands of our patrons,

I am very truly,

D. N. PICKERING, *Supt. and Treas.*

R. B. TOMLINSON & CO., CEDAR RAPIDS, IOWA, *Complainants,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Discrimination.*

Filed December 9, 1881.

CEDAR RAPIDS, IOWA, December 8, 1881.

To the Honorable Board of Railroad Commisssoners, Des Moines, Iowa:

GENTLEMEN—Some weeks since we applied to the general ticket agent of the Illinois Central Railroad, at Chicago, for a thousand mile ticket over their road at the customary rate of two cents per mile, for traveling salesmen in Iowa, but they declined upon the plea that we did not patronize their road. All other railroad companies to whom we have applied for thousand mile tickets at the established rate of two cents, even those over which we do not ship, have cheerfully acceded.

Is this not discriminating against the interests of shippers in this city? We hope that you will be kind enough to look after these narrow-minded fellows, if it comes within the province of your judicial investigation.

Yours, very respectfully,

R. B. TOMLINSON & CO.

DECISION OF THE COMMISSIONERS.

Your charge is that the Illinois Central Company refuses to sell 1,000 mile passenger tickets at the reduced rate of two cents per mile, the same rate it charges to passengers who transport their merchandise over its line.

The law fixes the rate which the Illinois Central Company may charge for passengers: see sections 1 and 2, chapter 68, acts of the Fifteenth General Assembly.

The Board of Commissioners has no authority to alter the rate thus prescribed. That the Illinois Central Company sells 1,000 mile tickets to persons for a less rate is a matter not within control of the Board. That in doing so the company has a right to affix certain conditions, as for instance, that the purchaser shall transport his freight over their line, cannot admit of question.

That other railway companies make no distinction in sales of such tickets between persons who do and who do not do their freight business over their lines respectively, does not impose a like reduction upon the Illinois Central.

If this doctrine were maintained, one or two companies would have the power to control the passenger rates of all the other roads in the State. Companies of large business would practically have control of rates on other lines, no matter how limited their traffic.

Section 11 of the Commissioner law, passed March, 1878, provides that "no railroad corporation shall charge, demand, or receive from any person, "company, or corporation, for the transportation of persons or property, " * * * a greater sum than it shall at the same time charge, "demand, or receive from any other person * * * for a like "service." It also provides, that "all concessions of rates, drawbacks, and "contracts for special rates, shall be open to and allowed all persons alike," etc. But these conditions are modified by the conditional phrase that "these "provisions shall be open to all alike upon like conditions and under similar "circumstances." If one person obtains special passenger rates on condition that he transports his freight over that company's lines, another cannot avail himself of this rate, except on complying with the terms of the special rate, except "upon like conditions and under similar circumstances."

There is no discrimination against you in the action of the railway complained of, because you evidently do not intend to accept the "condition" along with the special rate.

Des Moines, Iowa, December 23, 1881.

I. M. LIESER, AND OTHERS, ABBOTT, IOWA, *Complainants,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN AND CENTRAL IOWA RAILWAY COMPANIES, *Respondents.*
Application for depot and transfer track.

Filed, December 12th, 1881.

ABBOTT, IOWA, December 10, 1881.

M. C. WOODRUFF, ESQ., *Dubuque, Iowa:*

DEAR SIR—I herewith enclose a petition of the business men and citizens of Abbott, praying you to use all honorable means in your power to cause the Burlington, Cedar Rapids & Northern and the Iowa Central Railways to put in such accommodations for the benefit of business men and the traveling public as are required by law. As I understand it, a transfer "Y" is required at all crossings where the roads are of the same gauge, and the traveling public surely demands of the Burlington, Cedar Rapids & Northern Railway a comfortable place to wait for trains. There is a daily transfer of from eighteen to twenty-four persons, and this would be doubled if there were any accommodations. Travelers go out of their way to avoid such usage. The company recognizes this place, sells tickets, and are very glad to stop and take them on half frozen, and charge them first-class fare, and not a passenger ever fails to curse the Burlington, Cedar Rapids & Northern Railway Company. The building they built is fit for nothing but a hand-car house, and has been so defaced and misused by tramps, as to be unfit for any person to step into. I don't think there is a crossing in the State so totally neglected as this. Trusting this may receive your immediate attention,

I remain very truly yours,

I. M. LIESER.

ABBOTT, IOWA, December 6, 1881.

To the State Board of Railroad Commissioners:

GENTLEMEN—We, the undersigned dealers in grain, stock, lumber, and coal, do petition your honorable body to use your legal authority as Railroad Commissioners to cause a "Y" to be put in here at this place, connecting the Iowa Central and the Burlington, Cedar Rapids & Northern Railways, as contemplated by law, so that we can take advantage of the different markets, have the benefits of railroad competition, and not be entirely under obligation to the Central Iowa Railway.

(Signed)

J. W. MCGINNIS,
N. J. RICE,
J. CATTELL,
E. H. HUBBARD,
N. F. JONES,
I. M. LIESER,
And thirty-five others.

DUBUQUE, IOWA, December 6, 1881.

I. M. LIESER, ESQ., *Abbott, Iowa:*

DEAR SIR—Yours of the 10th enclosing petition of the citizens of Abbott in regard to station building at connection of the Central Iowa and the Burlington, Cedar Rapids & Northern Railways, received this morning. On the complaint of a citizen of Iowa Falls, made some ten days ago, the Board directed the Burlington, Cedar Rapids & Northern Company to put up a

building at the crossing sufficient to afford shelter, comfort, and accommodation to the public, and they expect that it will be done at an early day.

I will also urge your petition upon the company in order to emphasize the action of the Board and hasten the work.

Respectfully yours,

M. C. WOODRUFF.

DES MOINES, IOWA, January 13, 1882.

D. N. PICKERING, ESQ., *Superintendent and Treasurer Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—Various complaints, written and verbal, have been received at this office, from which the Board instruct me to quote the following:

"NOVEMBER 24, 1881.

"I call your attention to the transfer at Abbott, between the Burlington, "Cedar Rapids & Northern and the Central Iowa Railways. I spent time "enough last night crouched behind a two-inch plank to freeze an Esqui- "maux, and with a stiff northwester blowing. I found that several ladies "had a similar experience yesterday. Perhaps twenty-five passengers, on "the average are transferred there daily, and it is too unbearable. They "sell tickets and then dump you on the plank there night and day. Many "come here not knowing the situation and so are unavoidably caught. "Can't you devise a remedy?"

Both railways are important lines of passenger travel, and each is under obligation alike of law and humanity to provide for the comfort and safety of its passengers. It is perhaps a nice question whether a railway company is not liable for any damage by exposure from the delivery of passengers at a railway crossing—the almost universal custom at crossings being to provide a depot or waiting room. Whether this be so or not, the case in question calls for the intervention of the Commissioners.

Section 3, of chapter 77, acts of the Seventeenth General Assembly, provides, that "Whenever in the judgment of the Railroad Commissioners it "shall appear that any addition to, or change of, its station or station-houses, "or any change in the mode of operating its road, and conducting its busi- "ness is reasonable and expedient, in order to promote the security, con- "venience, and accommodation of the public, said Railroad Commissioners "shall inform such railroad corporation of the *improvements* and *changes* "which they adjudge to be proper, by a notice in writing," etc.

The case in question is one which, in the judgment of the Commissioners, demands their intervention on behalf of the traveling public. It is their judgment, and this is to notify you, that such a building or waiting room be erected at so near the point of intersection of the two railways as shall afford reasonable shelter, comfort, and accommodation to passengers who may desire to change from the trains of one railway to those of the other. As the transfer between the two roads at Abbott is presumably equal, the Com-

missioners have directed a like letter and notice as this to be served upon the superintendent of the Burlington, Cedar Rapids & Northern Railway.

It is the judgment of the Board that the expenses of such building should be borne share and share alike by the two railways intersecting. They have an intimation from the Burlington, Cedar Rapids & Northern Company that they are ready to bear their proportion of the expense. They suggest that it be built at as early a day as the evident necessities of the occasion demand.

By order of the Board,

E. G. MORGAN, *Secretary.*

MARSHALLTOWN, IOWA, January 16, 1882.

MR. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 13th inst. is at hand, and the same shall have early consideration and will further advise.

Very truly,

D. N. PICKERING, *Sup't and Treas.*

ABBOTT, IOWA, October 5, 1882.

TO JAMES F. WILSON, ESQ., *Fairfield, Iowa:*

DEAR SIR—The Burlington, Cedar Rapids & Northern Railway crossed the Central Iowa Railway at this place two years ago, and have not as yet put in a "Y," nor a decent waiting-room with a daily transfer of from two to three dozen passengers. It seems that if the company did not for its own sake, it *should* for humanity's sake be *forced* to build at least a comfortable ticket office, and furnish an agent for the same. Nothing short of that would be of any use at all, as they have tried putting up a little shanty which in a few days was so defaced by filth and obscenity that it could not be used, and finally burned down. At this writing there are ten passengers standing on the ground in a dripping rain, waiting for the train to come in to what they advertise in their time-card as a "Union Depot." If there is anything within the power of the Railroad Commissioners of Iowa to alleviate this state of things, we ask in the name of our community and the traveling public that it be looked after as soon as time will permit.

Very truly yours,

I. M. LIESER.

DES MOINES, IOWA, November 23, 1882.

I. M. LIESER, *Abbott, Iowa:*

DEAR SIR—Yours of October 5th received and has been considered by the Board. The location mentioned by you has been visited personally by some of its members. The railroads interested, the Burlington, Cedar Rapids & Northern and the Central Iowa Railway, would, the Board have been assured by the Burlington, Cedar Rapids & Northern management, erect a suitable station-house, but the question is raised whether there is any highway to the point of intersection of the two roads. Will you please inform the Board on this point at your earliest convenience.

Very respectfully,

E. G. MORGAN, *Secretary.*

P. S. The delay in answering your letter was caused by your writing to Hon. Jas. *F.* Wilson, of Fairfield, in place of *Jas.* Wilson, Des Moines.

E. G M., *Secy.*

ABBOTT, IOWA, November 25, 1882.

To the Hon. Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of recent date received, and in reply would say: There is no highway to the point where the Burlington, Cedar Rapids & Northern Railway and the Central Iowa Railway cross, nor within some distance. But where the building should be, and where the traveling public's convenience demands it, is at the platform built on the Burlington, Cedar Rapids & Northern (by the Burlington, Cedar Rapids & Northern Railway Company,) about three-quarters of a mile south of the point of crossing.

This platform is at a point on the Burlington, Cedar Rapids & Northern, nearest the Central Iowa Railway depot, and is also on a good public road, and is the place where all the passenger transfer has been done, notwithstanding a shanty was built at the crossing, and as it was not used by passengers there, it was moved by the railway company down to the said platform.

Very truly yours,

I. M. LIESER.

DES MOINES, IOWA, November 28, 1882.

I. M. LIESER, ESQ., *Abbott, Iowa:*

DEAR SIR—Yours of the 25th instant asking that a building be erected opposite the town of Abbott, on the Burlington, Cedar Rapids & Northern Railway, three-quarters of a mile south of the junction has been considered. The Board are of opinion that a joint depot should be erected at the junction by the two companies, where an agent could be permanently kept. They do not think the public would be well served by a building three-quarters of a mile south of the junction, unless the building were kept warm and lighted when necessary. It seems waste of buildings, time of agent and other expenses, to require two buildings, when a joint building would answer every purpose at half the expense.

By order of the Board,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, November 28, 1882.

D. N. PICKERING, *Superintendent and Treasurer Central Iowa Railway Company, Marshalltown, Iowa:*

DEAR SIR—There is a desire to transfer from the Burlington, Cedar Rapids & Northern Railway to your road at Abbott. The Railroad Commissioners having been appealed to respectfully request you to have a "Y" put in at that place, to accommodate those desiring such facilities.

By order of the Board,

E. G. MORGAN, *Secretary.*

JAMES STEWART AND FORTY OTHERS, ELLSWORTH, IOWA, *Complainants*, vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*. } *Scarcity of coal.*

Filed December 14, 1881.

To his Excellency, JOHN H. GEAR, *Governor of the State of Iowa:*

The undersigned citizens of Ellsworth, in the county of Hamilton, and State of Iowa, would respectfully represent that in the year 1880 the Toledo & Northwestern Railway Company purchased the land upon which the said village of Ellsworth is built; that said company caused said land to be surveyed and laid out into lots, blocks, streets, and alleys, and caused the same to be platted and said plat to be recorded according to law in the recorder's office, in said county, under the name of Ellsworth; that subsequent to the recording of said plat, said company for a valuable consideration sold and conveyed to different persons a large number of said lots, the purchasers erecting thereon private residences and business houses; that the said purchasers at the time believed, and still believe, that said railway company by virtue of their charter, a franchise granted by the sovereign State of Iowa, were bound to manage said railway in the interest not only of said company, but also of the people of Iowa, and more particularly for the benefit of the people living along the line of said railway. Notwithstanding these obligations, said company has for some time refused and still refuses to deliver coal to the citizens of Ellsworth, as well as other points on the line of said railway, although said company has been repeatedly requested to do so. Your petitioners further represent that at the present time there is not in Ellsworth five tons of coal, nor is there a prospect of any; which great want is viewed with alarm by the citizens in view of the fact that great suffering would ensue should a cold season set in, such as we had last winter. In view of the above facts we ask of you, the executive officer of this great State, that you lay our case before said company, and use all power vested in you for that purpose, to compel said railway company to use their franchise so as to subserve the purpose for which it was granted.

(Signed) JAMES STEWART,
D. M. KELLEY,
GEORGE ALLEN,
L. JOHNSON,
D. H. PALMER,
C. A. RUMMELL,
And thirty others, citizens of Ellsworth, Iowa.

STATE OF IOWA,
EXECUTIVE DEPARTMENT,
DES MOINES, Dec. 14, 1881.

To the Honorable Railroad Commissioners:

GENTLEMEN—I am instructed by the Governor to transmit you the inclosed petition, and to ask that you give to the matter therein set forth immediate attention, to which purport he has advised the petitioners.

Very truly yours,

WM. H. FLEMING, *Private Secretary.*

DES MOINES, IOWA, December 14, 1881.

MARVIN HUGHITT, ESQ., *Gen. Man. C. & N. W. R'y, Chicago, Ill.:*

DEAR SIR—This office is in receipt of the following communications:

[Here was sent copy of each of the letters preceding; viz., the petition from citizens of Ellsworth and the Governor's letter to the Board.]

This complaint, coming as it does, signed by so many residents of the village of Ellsworth, seems to the Commissioners to demand your immediate attention. They, therefore, instruct me to say that they hope you will attend to it at once, and report your action to this office at your earliest convenience.

Very respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, December 16, 1881.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your letter of December 14th, inclosing a copy of a communication from the citizens of Ellsworth to his Excellency, the Governor. Our business is to haul coal, which we are doing promptly, furnishing every day at all of the coal mines on the line of the Chicago & Northwestern Railway all of the cars called for by the mining companies. We are now able, with our increased equipment, to furnish more cars than are called for for the shipment of this commodity.

We are not coal dealers, and are not engaged in the coal traffic, except as transporters. We will inquire of the Ellsworth people respecting their accusation that the company is refusing to transport coal.

Very truly,

MARVIN HUGHITT.

CHICAGO, December 22, 1881.

E. G. MORGAN, *Secretary Railroad Commissioners:*

DEAR SIR—Again referring to complaints of citizens of Ellsworth, as stated in their communication to his Excellency, the Governor, that the Chicago & Northwestern Railway Company was refusing to furnish coal at that station, I have to say that the complaints have been fully investigated, and we learn that there is an adequate supply of coal at Ellsworth. Notice has been given to dealers and business men generally that the company would furnish cars promptly for the transportation of coal from any point accessible to its line, and there need be no lack of fuel on account of supposed scarcity of transportation.

Very truly,

MARVIN HUGHITT.

DES MOINES, IOWA, December 23, 1881.

To his Excellency, HON. JOHN H. GEAR, *Governor of Iowa:*

DEAR SIR—The Board of Railroad Commissioners have received the second communication from Marvin Hughitt, Esq., general manager of the Chicago & Northwestern Railway Company, of Chicago, in relation to the petition of the citizens of Ellsworth, Iowa, regarding the supposed coal famine, of which the following is a copy:

[Here was sent the letter of Mr. Hughitt, preceding, dated Dec. 22, 1881.]

The Commissioners are led to believe that, from the foregoing statement of Mr. Hughitt, the causes of complaint have been removed.

If this is not satisfactory to the complainants, the Board will examine the matter in person. I have the honor to be,

Very respectfully yours,

E. G. MORGAN, *Secretary.*

INDEPENDENCE MILLS COMPANY, INDEPENDENCE, IOWA, *Complainants*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY AND BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents*.
} *Discrimination.*

Filed, December 16, 1881.

INDEPENDENCE, IOWA, Dec. 14, 1881

To the Honorable Railroad Commissioners:

GENTLEMEN—The Independence Mills Company is a corporation owning and operating a flouring-mill at Independence, Iowa. We are using annually about 100,000 bushels of wheat, most all of which we have to ship in by the Iowa Division of the Illinois Central Railroad and by the Burlington, Cedar Rapids & Northern Railway. These roads have brought in for us during the past year over 200 cars of wheat for milling purposes. We have repeatedly tried to get a reduction of the freight on our wheat, from both these railroads, but have always failed.

We depend for our sales almost exclusively upon the local market. Of late, however, these roads have both made a reduction on their freight on flour shipped from Minneapolis. This reduction has been made in the interest of the Minnesota mills. It is such a discrimination in favor of Minnesota flour and against Minnesota wheat shipped for grinding at our local mills as is unjust to the milling interests of Iowa. The reduction lately made by each of these roads is fifteen cents per barrel on flour from Minneapolis here. This margin is sufficent to take off all our profits.

We most earnestly request your honorable body to inquire into this matter, and to see if the same or corresponding reduction cannot be had on wheat shipped for milling purposes.

We have tried to procure such reduction, but cannot get any favorable answer. Yours most obediently,

Z. STOUT, *President.*
A. B. CLARK, *Secretary.*

DECISION OF THE COMMISSIONERS.

The complainant states that he is a manufacturer of flour at Independence Iowa; that he obtains his wheat in part over the Illinois Central Railroad; that their rates are too high; that the railroad company transports flour from Minneapolis to Independence at a rate lately reduced by the amount of fifteen cents per barrel; that with such a flour rate complainant is unable to compete against Minnesota flour, under the present Iowa local rates on wheat.

Replying to these statements, Mr. W. K. Ackerman, president, says: "Our rate on flour from Minneapolis to Independence is 45 cents per barrel, "and this is a higher rate than we charge on our Iowa Division locally for "the same distance on the same class of freight. Our wheat rates we think "are unreasonably low, and the Independence Mills Company has the ad- "vantage of them."

If the through Minneapolis rates to Iowa points are higher than the Iowa local rates, it would seem that this is all that could reasonably be asked, as to the *relation* or *proportion* of the two charges. Such facts show that Iowa local interests already have an advantage over shipments from Minnesota.

The next question is, are the Illinois Central local rates reasonable in themselves? In a former letter you asked for the rate from Waterloo to Independence.

On examination we find it to be 6.20 cents per 100 pounds on wheat, or 3.72 cents per bushel. This is almost exactly the rate fixed by the Iowa tariff (Granger act) law of 1874. To be exact, the rate charged now is 6.20 cents per 100 pounds; the "Granger rate" was 6.14 cents per 100 pounds, an increase of only .06 of a cent per 100 pounds. The Illinois Central is still operating under "Granger rates" substantially having made but a slight increase since the repeal of that law, and this only on short hauls and partial car loads. It was everywhere conceded that the rates of the "Granger law" were exceedingly low; and surely the Illinois Central's Iowa business does not indicate anything like profits year by year.

As to the rate on wheat from Waterloo to Independence, and from other stations on the line of the Illinois Central, the Commissioners hold that they are not unreasonable. As to the rate on Minneapolis flour to Iowa points, the rate being relatively higher than Iowa local rates for like distances, they see no good ground of complaint. Besides they have no jurisdiction over rates between different States, and are powerless in the premises.

I hereby certify that the foregoing is a true copy of the original, now on file in this office.

E. G. MORGAN, *Secretary.*

Des Moines, Iowa, January 25, 1882.

FRANK H. JEROME, VILLISCA, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.
} *Discrimination.*

Filed, December 21, 1881.

VILLISCA, IOWA, December 5, 1881.

MAJOR ANDERSON:

DEAR SIR—I am shipping corn from this point and have been wanting to ship to Kansas City, but the railroad company refuses to give rates. At last I filled a car of corn and offered to consign it to Kansas City, but the company refused to take the corn unless I loaded it in a Kansas City car. The agent telegraphed an order for a Kansas City car, but I have no idea that the car will be sent. In this way we will be prohibited from sending corn to Kansas City. I suppose the point of the matter is, that the C., B. & Q. line only runs to Burlington Junction, thirty-six miles, and this company would only get a small fee for handling the corn, and if it goes to St. Louis or Chicago it will pay twenty-five cents per hundred weight. Another point, I have consigned corn from Burlington Junction to East St. Louis, for twenty-two cents per hundred, and the corn comes through Villisca, thirty-six miles further than corn is drawn that is shipped from this point, but from here the cost is twenty-five cents per hundred.

I state these facts to you as a Railroad Commissioner hoping that by virtue of your office you may be able to prescribe a remedy.

I remain, truly yours,

F. H. JEROME.

To the Honorable State Board of Railroad Commissioners of Iowa, E. G. MORGAN, *Secretary:*

We the undersigned address this petition and complant setting forth the following facts; viz.,

From Villisca to Chicago, a distance of 433 miles, the C., B. & Q. R. R. Company charge twenty-five cents per hundred on corn in bulk. From Villisca to Kansas City, a distance of about 180 miles, the C., B. & Q. R. R. Company charge the same rate as to Chicago, twenty-five cents per hundred on corn in bulk. The C., B. & Q. Company own the track from Villisca to Burlington Junction, Missouri, a distance of thirty-six miles, and the Kansas City & Council Bluffs Company own the track from Burlington Junction to Kansas City, 144 miles. The C., B. & Q. Company have the right to make the rates on all freights from Villisca through to Kansas City. Upon the branch road running from Creston to Kansas City, a freight rate of sixteen cents per hundred in bulk is given.

We consider these rates as unjustly discriminating between points, and ask your honorable body to procure, if possible, for the grain dealers at Villisca, the same rate for corn as is charged from Creston to Kansas City, or the same per mile as is charged from Villisca to Chicago, and that we may be supplied with cars for shipping corn to Kansas City. We the undersigned state that the above mentioned facts are a true and correct statement of conditions as they now exist.

Witness our hands and seals this 19th day of December, 1881.

[L. S.] F. H. JEROME, *Grain Dealer.*
SMITH & BURLESEN.

STATE OF IOWA, } ss.
MONTGOMERY COUNTY. }

I, the undersigned a notary public, hereby certify that the above named persons whose signatures appear to the above instrument, subscribed the same and swore to it before me, this 20th day of December, 1881.

[L. S.] F. P. GREENLEE, *Notary Public.*

DES MOINES, IOWA, December 23, 1881.

F. H. JEROME, ESQ., *Villisca, Iowa:*

DEAR SIR—Your several letters of complaint against the Chicago, Burlington & Quincy Railroad, on account of alleged excessive charges on corn to Kansas City are at hand. In reply the Board instruct me to say that as the service is between points in different States, the rates are not within the jurisdiction of the Iowa Commissioners. Their jurisdiction is necessarily limited to rates between stations within the State. The same is true as to the other point of complaint you make, the difficulty to get cars of the company, to be transported off its lines upon other lines of road. Although the matter is wholly without our jurisdiction, we nevertheless have laid it before the managers of the C., B. & Q. Railroad, in the hope that whatever ought to be done in the premises will be.

By order of the Board,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, December 22, 1881.

E. P. RIPLEY, ESQ., *General Freight Agent C., B. & Q. R. R.:*

DEAR SIR—Herewith I hand you the original letters of complaint made by Frank H. Jerome, Villisca, Iowa, to which your attention is called. The

Board well understand that the matter complained of relates to inter-State transactions, and is, therefore, not within their jurisdiction. As to that point of the complaint, your refusal to allow your cars to be loaded, and sent long distances off your line upon other lines, the Board long ago settled the doctrine sustaining your action (see case of *Alex. Risk v. The I. C. R. R.*, Report of 1880, pp 115, 118). If there is anything that demands correction in the matter of charges, the Commissioners are very confident it will be promptly done. Please make reply at your earliest convenience.

Respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, December 28, 1881.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in due receipt of your letter of the 22d inst., inclosing sundry communications from Mr. F. H. Jerome, of Villisca. The burden of this complaint seems to be—first, that we have not always been able to furnish cars in which to load corn for Kansas City. Second, that our rate to that point is twenty-five cents per 100 pounds.

To both of these indictments we plead guilty, and while we realize the fact that your Board has no jurisdiction in matters of inter-State commerce, we are not disposed on that account to refuse an explanation, which will, I hope, justify us in your eyes. This company has no interest in any grain market beyond its revenue for the carriage of the grain—all markets are alike to it.

But it does make a great difference to us, in the matter of cars, whether the Iowa grain crop is moved east or west. For the last six or eight months our west bound business has been unusually heavy, and our east bound unusually light.

The great demand of the extreme west and southwest for merchandise of all kinds resulted in the months of October, November, and the first part of December, in much of our equipment being scattered about in New Mexico, Colorado, and Arizona, with heavy demands for cars in Chicago, and an absolute necessity for hauling empty cars four or five hundred miles *into* Chicago to provide for our pressing necessities, and to forward valuable merchandise and perishable freight. A car spared from this work and put into the service of carrying Mr. Jerome's corn to Kansas City (with great probability of its going thence to the wilderness and not returning for months) would lose us far more money by its absence than the amount we proposed charging Mr. Jerome for the service. It is not true, as Mr. Jerome states, that the rate from Creston branch points to Kansas City is less than from points on the Villisca branch. Many things are done and many orders issued by railroad officers which appear to others as arbitrary and unreasonable, but they are always explainable on business principles, and are never issued with intent to harass or annoy shippers; most of the latter class know this, and from them we have no complaints; in fact, I believe they would bear witness to our fair dealing with them. Mr. Jerome, who, I observe, styles himself "note broker and claim agent," is evidently unacquainted with the transportation business, and such little experience as he has had has been gathered at an unfavorable time.

I trust he will be more fortunate in future, and I beg to assure him through you, that any *just* complaint he may have against us will be promptly met by our own officers and the cause removed, whenever such just complaint shall be brought to our notice.

It is proper to state in this connection that Mr. Jerome has not, so far as I can ascertain, made complaint to any officer of this company concerning the matters alleged in his letters to you. Yours truly,

E. P. RIPLEY.

DECISION OF THE COMMISSIONERS.

This complaint alleges, first, that the Chicago, Burlington & Quincy Railroad Company refused to ship corn from Villisca to Kansas City in its own cars, or unless the same was loaded into the cars of some company who desired to handle grain in the Kansas City trade; second, that the rate charged on corn to Kansas City is extortionate, the complainant alleging that the Villisca rate to that market is twenty-five cents per hundred weight, while the rate on the Creston line—distance about the same, is only sixteen cents. In support of the complaint as to the extortion, it is asserted that the rate from Villisca to Chicago, 433 miles, is twenty-five cents, and the rate to Kansas City, a distance of about 180 miles, the same. Also, that the same company's rate to Kansas City, *via* the Creston branch, is sixteen cents. As the matter complained of relates to shipments from a point in Iowa to a station in Missouri, the Commissioners have no jurisdiction over it. The matter was nevertheless laid before the company, and in reply and explanation General Freight Agent E. P. Ripley, says: "For the last six or eight "months our western bound business has been unusually heavy, and our "east bound unusually light. The great demand of the extreme west and "southwest for merchandise of all kinds resulted, in the months of October, "November, and the first part of December in much of our equipment being "scattered about in New Mexico, Colorado, and Arizona, with heavy demand "for cars in Chicago, and an absolute necessity of hauling empty cars four "or five hundred miles into Chicago to provide for our pressing necessities "and to forward valuable merchandise and perishable freight.

"A car spared from this work and put into the service of carrying Mr. "Jerome's corn to Kansas City, with great probability of its going thence to "the wilderness and not returning for months, would lose us far more "money by its absence than the amount we proposed charging Mr. Jerome "for the service."

As to the first allegation in this complaint the Commissioners have held that no railway company is bound to furnish cars to transport freight over lines not its own. (See case of *Alexander Risk v. The Illinois Central*, report of 1880, pages 115, 118.) In that decision it was held as follows: "The Illinois Central Railroad in Iowa is intersected by ten different con- "necting roads. If one shipper, residing at any station on its line may de- "mand cars for transporting grain or goods to points at considerable or long "distances from its own or connecting lines, every shipper may. If every "shipper may do so, the railroad company is at once placed at the mercy of "connecting or competing lines. The law as thus interpreted would permit "all the cars of the road to be taken from its own line and scattered along "the ten connecting lines, or along the twenty or thirty other lines with "which these connecting lines connect. Some would soon be at various sea- "board points, some at stations on the Gulf of Mexico, others on the plains "or Pacific Coast, while all might be scattered into every part of the Union. "Combinations among these connecting lines in Iowa in the way of cut or

"cost rates might thus entirely destroy not only the business of the Illinois "Central, but its very property. The Commissioners do not so interpret the "law. In such case each railroad in the State would be substantially at the "mercy of connecting lines, and on the rapid road to bankruptcy. Besides, "the law as to the duty of a railroad company in furnishing cars for ship- "pers, limits such duty to *the line of its road*."

On this point the law is that no railroad company can be compelled to furnish cars for carrying freight over the roads of other companies. A railway may do so at its own option, but the law does not require it as a duty.

Respecting the charge that twenty-five cents per 100 pounds on corn from Villisca or Creston to Kansas City, 180 miles, is extortionate, the Board is of the opinion that it is. On comparison with the rate fixed by the "Granger act" of 1874, repealed in 1878, the rate of twenty-five cents is found to be thirty-eight per cent higher, for which there does not seem to be justification; the rate prescribed by the repealed law was fifteen and a half cents per 100 pounds. That the Granger rate was a very low one, will not be disputed; but that the present rate of twenty-five cents is an unreasonably high one to us admits of no question. As the service is on inter-State business, however, it is not within the jurisdiction of this Board to afford a remedy. The charge that the Creston rate is only sixteen cents while the Villisca rate is twenty-five cents is unequivocably denied by the general freight agent, E. P. Ripley, his language being as follows: "It is not true, as Mr. Jerome "states, that the rate to Kansas City from Creston branch points is less than "from points on the Villisca branch." With such a conflict of assertions and testimony it is impossible for the Board to determine which is correct. The complainant has not furnished any shipping bills or receipts, or verified copies to substantiate the statement, and this part of the case rests upon the contradictory averments of the parties.

As the Iowa Commissioners have no jurisdiction over the matter in dispute, it is unable to make any recommendations.

The courts appear to be the only remedy available in such cases.

Des Moines, Iowa, February 11, 1882.

SPENCER BROTHERS, RANDOLPH, IOWA, *Complainants*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.
} *Lost goods.*

Filed, January 9, 1882.

On the fifth of January, Messrs. Spencer Brothers complain to the Board that a car loap of lump coal shipped them on the 15th of December, had not been received, and could not be found.

The Board instituted inquiries, which resulted in tracing the coal, which was delivered to them about the 15th of January.

W. F. KNOWLES, SIOUX CITY, IOWA, *Complainant,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Overcharge.*

Filed, January 9, 1882.

SIOUX CITY, IOWA, Jan. 9, 1882.

To the Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I have just received a package of freight shipped from Chicago that weighed ten pounds, and paid the charges, ninety cents. The package is a crate containing four hand bellows, and was billed at twenty pounds, but the actual weight is ten pounds. It was shipped as freight. Had the railroad company a legal right to collect nine cents per pound as freight from Chicago to Sioux City?

W. F. KNOWLES.

DES MOINES, IOWA, Jan. 11, 1882.

W. F. KNOWLES, ESQ., *Sioux City, Iowa:*

DEAR SIR—Referring to your complaint of the 9th inst., the Board hold that the charge of ninety cents on the crate of bellows is not an unreasonable one. Such freight is very light and bulky, and if moved in car loads at the rate per pound of heavier and less bulky freight, the freight per car would be anything but a paying one. All small or parcel freight is properly chargeable at a higher proportionate rate than larger quantities; and it is held by the courts everywhere and by the rule of all transportation companies that a pro rata proportion of a large shipment for small parcels, especially when weighing less than 100 pounds, would be an injustice to the corporation.

In the new revised schedule of rates just issued by the Illinois Railroad Commissioners, and which is the lowest ever provided by any railway or any law, it is declared that "no single shipment will be required to be taken at less than twenty-five cents for distances of 150 miles or under; over 150 miles fifty cents. Now the distance from Chicago to Dunleith is 190 miles, which subjects your crate to a charge of fifty cents in Illinois under the new rate. From Dunleith to Sioux City the distance is about 325 miles, and certainly a charge of forty cents addition is not exorbitant for the service.

The Illinois Central places bellows as first class. No package is carried at less than the rate for 100 pounds. The charge per 100 pounds on first class for 325 miles, or from Dubuque to Sioux City, is sixty-three cents. The distance from Chicago to Dubuque is 190 miles, or nearly sixty per cent of the Iowa distance. The sum of these two at the rate for light parcels would therefore be about $1.

It is the judgment of the Commissioners that ninety cents for the service you mention is not unreasonable. By order of the Board,

E. G. MORGAN, *Secretary.*

N. J. BOND, COUNCIL BLUFFS, IOWA, *Complainant,*
vs.
THE WABASH, ST. LOUIS & PACIFC RAILWAY CO., *Respondents.*
} *Discrimination and Damages.*

Filed, January 5, 1882.

DECISION OF THE COMMISSIONERS.

Under date of December 20, 1881, N. J. Bond complained of the Wabash, St. Louis & Pacific Railway Company, as follows: to-wit.,

1st. That after inducing complainant to purchase certain lands at one of its stations, it refused him accommodations to the extent of refusing to stop its trains at said station and otherwise rendering his property for the purpose for which said company induced him to purchase it, worthless.

2d. That for twelve months past complainant has been buying grain at Mineola, a station on the W., St. L. & P. R'y, where he had been at considerable expense in building cribs, placing scales, etc., and had there in cribs 7,000 bushels of corn, and had been for thirty days trying to ship it, but the Wabash agents refused him cars while furnishing them to shippers at other stations on its line.

3d. That complainant offered to furnish foreign cars, and in addition to usual tariff rates, pay trackage for switching, etc., but that the Wabash agents refused to receive them as required, to his great damage.

4th. That the Wabash company refused complainant special rates, while granting the same to other parties under similar circumstances.

5th. That complainant shipped four cars of corn on said road; that it was delayed by the wrongful acts of the agents therof until it spoiled, and that the company refuse to pay him therefor.

After an unusual delay in settling the issues and presenting the proofs, we have the case before us.

The first count in the complaint having been abandoned by Mr. Bond himself, we dismiss it.

As to the remaining counts there is a conflict of evidence. Complainant Bond says that he had cribbed at Mineola, a Wabash station near Council Bluffs, about 7,000 bushels of corn, and that about November it was ready, in due course of trade, for shipment; that he made application for cars and received a few, but that finally, after waiting some two weeks, he abandoned shelling and shipping his corn for want of cars. J. H. Plumer, his clerk in charge of his grain trade at this point, swears to the same statement of facts, with the addition that at the time that the Wabash was refusing cars to Mr. Bond, it was giving them to parties at Silver City, the first station to the east on its line.

On the other hand, J. W. Blanchard, superintendent of the Council Bluffs & Omaha Division of the Wabash, states most positively that he "never refused "Bond cars at Mineola, and that the cars were distributed under his direc- "tions," admitting, however, that there had been times when his road could

not supply them for the good reason that they did not have them, but denying very emphatically any unjust discrimination against complainant.

The weight of evidence seems with complainant, and that too without reference to the number of witnesses on a side, but depends to a certain extent upon the means of knowledge of the several witnesses touching the matter whereof they speak. Complainant and his clerk were both on the ground when the cars were needed; both swear they did not receive them, though they were duly demanded, and the clerk adds that during this time the company was giving cars to Silver City.

While it may be true, as Superintendent Blanchard says, and as we presume it is, that he never refused him cars when they were on hand, yet that is not inconsistent with Mr. Bond's statement, corroborated by his clerk, that the cars were, nevertheless, refused him. Mr. Blanchard was at Stanbury, the east end of the Council Bluffs and Omaha Division. Mr. Blanchard does not undertake to say that Mr. Bond received the cars. He does state with great positiveness that there was no discrimination. But this is a conclusion. The burden is on Mr. Blanchard to state the facts that will show there was no discrimination. We do not think, in this instance, he has done so. We find that the W., St. L. & P. R'y Co. refused complainant Bond suitable cars, on reasonable notice, in which to transport his freight, and such refusal to furnish suitable cars to transport the freight of complainant constitutes a violation of section 10, chapter 77, acts of the Seventeenth General Assembly.

In support of the third count, complainant states that being refused Wabash cars by the company's agent, on the ground that they did not have them, he called up, by telephone, F. M. Gault, the Wabash agent at Council Bluffs, and asked if they would take Kansas City cars out to Mineola to load his corn in, and said Gault replied "yes," if he, Bond, would pay trackage, which Gault said was three dollars a car. Bond replied, saying he would take it, and would order Kansas City cars set over at once to be taken out to Mineola; but that afterward, he thinks on same day, having heard there was trouble about the Wabash receiving his K. C. cars, again called agent Gault by telephone and asked him "if they could not take my (his) empty "cars to Mineola for me (him) and he replied no"; and that after some further talk about the price, he received the reply from Mr. Gault "that they "would not take them at any price."

Christina Laustrum testifies to having heard telephonic conversation between Mr. Bond and the Wabash freight office in Council Bluffs, in which the receiving of Kansas City cars was the subject, and that by Mr. Bond's repeating he learned the Wabash was to take the foreign cars at a certain agreed price. That Mr. Bond then called by telephone to J. H. Plumer, foreman of his elevator at Mosquito Creek, and repeated to him the substance of his conversation with said freight office, and for him to get ready to go to Mineola to load cars; that afterward, on the same day, he thinks he heard Bond again call the Wabash freight office, and alluding to a message his wife said she had received from said office to the effect that the

Wabash could not take foreign cars for him, asked if the same was true, and heard Mr. Bond say further that "if you will not take three dollars a "car, what will you take them for?" I heard Mr. Bond say, "then you will "not take them at any price." Mr. Bond then called J. H. Plumer and said through the telephone to him, the Wabash will not take our cars to Mineola.

Mrs. Bond, wife of complainant, also testifies on this point, that she received in her husband's absence a telephonic message from the Wabash freight office, saying: "We cannot take those cars to Mineola for Mr. Bond," that she thought it F. M. Gault speaking, and that she repeated the message the same day to her husband.

Mr. J. H. Plumer also testifies on this point, that he received a telephonic message from Mr. Bond while at Mosquito Creek, saying: The Wabash will take out empty Kansas City cars to Mineola to be loaded with corn, and at same time ordered me to make arrangements for shelling and loading the corn at Mineola. And Plumer, further says, that Bond afterward on the same day, or the next, called him by telephone again, and told him that the Wabash had refused to take his empty cars to Mineola for him, and that in consequence we could ship no corn from that point.

In answer to this J. W. Blanchard, superintendent Council Bluffs and Omaha Division, and who, as he says, has charge of the distribution of cars, emphatically states that "Bond never applied to him directly or indirectly "to take foreign cars to Mineola or Neoga, consequently I never refused to "do so." But the superintendent overlooked, perhaps, the statement which F. M. Gault, local agent of the Wabash at Council Bluffs, made that Bond had applied to him to take Kansas City cars to Mineola, when he says that complainant never applied to him, even indirectly, to take foreign cars. Perhaps the superintendent does not regard the application of Bond to agent Gault, as an application, direct or indirect to himself. But this Board think otherwise. We think Mr. Bond's application to the local freight agent at Council Bluffs, was to the whole company for all practical purposes, and fully broad enough to include the division superintendent. Local agent F. M. Gault further says, that he gave Mr. Bond the charge for taking these cars to Mineola, but told him he had no authority to receive foreign cars and referred him to Superintendent Blanchard.

This is the sum of all the evidence on this point in the case, and the Board think after a very careful examination of it in all its bearings, that the charge in the third count is sustained. Bond makes the plain straightforward statement that he applied to the agent at Council Bluffs, that the agent gave him the terms for taking foreign cars to the point named, the terms were agreed upon, that the agent said the Wabash would receive the cars, and that afterwards, on the same day, said that the company would not take such cars at any price.

Complainant was applying at the usual and proper office, according to the usual method for the accommodation he desired, and besides, this is corroborated in his statements as to what took place, in several particulars, by other testimony; as well as by agent F. M. Gault himself, who says that

Bond did ask him by telephone what would be the charge for running Kansas City cars to Mineola, having them loaded with corn for St. Louis, and return them to Council Bluffs, and he answered him, "tariff Mineola to "Council Bluffs, and mileage on the cars."

The statements on the part of the Wabash agents on this branch of the complaint are brief, rather technical, and some of them somewhat in the nature of conclusions. Hence we find that said company did refuse to receive and transport the empty cars of the K. C., St. J. & C. B. R. R., a connecting road with the Wabash, to be delivered at Mineola, a station on the line of its road, to be loaded with corn and returned to said connecting road; and that in so refusing to receive and transport said foreign cars, said Wabash company did violate the provisions of section 10, chapter 77, acts of the Seventeenth General Assembly.

As to the fourth count we have no hesitation in saying that complainant has not sustained the charge by the proof submitted. The facts that Mr. Bond gives, that he sold his grain to a buyer who could not have afforded to pay him the price he did, unless he had some kind of a drawback or rebate, is sufficient perhaps to excite a very grave suspicion, but it does not furnish that class of legal evidence that will stand against the plain statement of T. B. Gault, general agent of the Wabash, at Council Bluffs, that Mr. N. J. Bond has had the same rates on corn from Neoga and Mineola to St. Louis and other points on our road as all other dealers have.

Mr. Bond states that on April 28, 1881, he billed three cars of corn from Neoga, Iowa, to Reynolds Bros., Toledo, Ohio, giving numbers of the cars, and at same time partially loaded a fourth car, and that all four cars were taken to Mineola, where the loading of the fourth car was completed, and it was billed out May 3d, to Reynolds Bros., and that instead of sending said cars forward to their destination, said company permitted them to remain on the side track at Mineola for more than three weeks, and that by reason of said detention said corn heated and spoiled, and complainant was greatly damaged thereby. Complainant further states, that a car of corn billed by him over the Wabash road April 28th, to same parties in Toledo, reached its destination May 10, notwithstanding it was detained by Missouri River floods about one week. And that afterwards on the 13th day of May, he billed out of Council Bluffs to same parties in Toledo, three cars of corn which were reported to him from Toledo, by said Reynolds Bro., on the 21st of May, while the cars first mentioned as billed from Neoga, on the 28th of April, 1881, were yet on the side track at Mineola. And complainant further states, that freight trains were running through regular from Council Bluffs on the Wabash, while the cars mentioned were allowed to remain on the side track at Mineola.

Mr. J. H. Plumer testifies substantially to the same state of facts, adding that on the 19th day of May following the loading of the cars, J. L. Rice, the agent of the Wabash at Mineola informed him that he asked F. M. Gault, agent at Council Bluffs, on the 8th inst., for billing directions for the four cars, and that up to that time, May 19th, no shipping directions for said

cars had been received from Mr. Gault or any one else. And Mr. Plumer adds, that for a week or more prior to the 19th of May business had been resumed on the road, which for a few days had been suspended on account of floods on the Missouri River, and that freight trains had been running through regularly on the Wabash from Council Bluffs.

On the part of the company, Superintendent Blanchard is the only witness who speaks on this point in the case. He says as to the delay of loaded cars (meaning the four loaded with corn above mentioned) "I can only say it "did not occur on this division." "With the exception of perhaps one week "during the very high water at Council Bluffs, loaded cars have been handled "promptly. It would not be surprising if some of his corn did heat. At "various times during last season it was impossible to ship corn without "heating. It was in bad order, and was not confined to any one shipper. "They all experienced the same trouble." Bond and Plumer were both upon the ground, and show personal knowledge of the matter and things touching which they testify, while Mr. Blanchard was necessarily absent much of the time, and largely dependent for his knowledge of affairs upon the information of others.

On the evidence we have before us, therefore, we are clearly of the opinion that these four cars of corn were unnecessarily detained at Mineola station. And we further find that said Wabash, St. Louis & Pacific Railway Company, in detaining said cars, and refusing to send them forward with all reasonable dispatch, did violate the provisions of said section 10, of chapter 77, acts of the Seventeenth General Assembly.

Des Moines, Iowa, December 23, 1882.

E. L. BLACKMORE, MAYOR, AND FIFTY-THREE OTHERS, APLINGTON, IOWA, *Complainants*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*.

Filed January 21, 1882.

APLINGTON, IOWA, January 13, 1882.

M. C. WOODRUFF, ESQ., *Des Moines, Iowa:*

DEAR SIR—Inclosed find petition, which explains itself. On last Monday night the conductor put off at this station an old man and lady for not paying their fare, they being poor and out of money. They were thinly clad, and nearly perished from cold, as there was no place for them to go—the depot being closed. There are many passengers going and coming on nearly every night train, and the depot being closed, they are obliged to stay out in the cold, and in many cases they are obliged to wait until daylight before finding the hotel. There were eight passengers for the east-bound train last night, all obliged to stand out in the storm waiting for the train. Please give this your immediate attention, and oblige.

E. R. SWAN.

APLINGTON, IOWA, December 15, 1881.

To the Honorable Board of Railroad Commissioners for the State of Iowa:

We, the undersigned, citizens of Aplington, Iowa, respectfully submit the following, and ask you to take such action as in your judgment the case demands: The first of this month we petitioned the superintendent of the Iowa division of the Illinois Central Railroad to make arrangements for keeping the depot building at this place open till after the departure of the night passenger trains, at about 11 P. M. and 1 A. M. He declined to do so. It would greatly accommodate the traveling public, as well as citizens resident here, especially during the winter months. Trains are often late, obliging passengers to stand out in severe weather, much to their discomfort and also endangering their health. We, therefore, for reasons stated, respectfully petition you for relief.

(Signed) E. L. BLACKMORE, Mayor,
S. M. SWAN,
GEO. W. HANES, M. D.,
J. M. GROAT,
A. A. WHALEY,
And fifty others, residents of Aplington.

RECOMMENDATION OF THE COMMISSIONERS.

The above petition is signed by fifty-four inhabitants of the town, and we are informed that they comprise about all the business men in the place. From a letter accompanying the petition, we quote the following: "There "are passengers going and coming on nearly every night train, and the depot "being closed, they are obliged to stay out in the cold, and they are obliged "in many cases to wait until daylight before finding the hotel. There were "eight passengers for the east-bound train last night (January 12th) all "obliged to stand out in the storm waiting for the train."

This is a matter which certainly demands the prompt attention of the company. It is not expected that the company will convert their station buildings into hotels, but it is proper that a waiting-room should be open and supplied with reasonable accommodations for the shelter and comfort of persons who wish to take passage on its trains, such as fire in cold weather, lights, seats, drinking water, etc. Many passengers come in from country places, and the poorer class take their lunch baskets with them and expect the usual waiting-room accommodations, and they should have them.

Section three (3), of chapter 77, of the acts of the Seventeenth General Assembly, provides as follows: "Whenever in the judgment of the Rail-"road Commissioners it shall appear that any * * change in the mode of "operating its road and conducting its business is reasonable and expedient "in order to promote the security, convenience, and accommodation of the "public, said Railroad Commissioners shall inform such railroad corpora-"tion of * * * the changes which they adjudge to be proper by a notice "thereof in writing," etc., etc.

Under this provision, the Commissioners recommend that the Illinois Central Company keep open its station-house at Aplington every night on which passenger trains run either way until after the departure of the last train, and that such accommodations be provided therein as shall give security and convenience to the traveling public. The Commissioners confidently rely upon the company to do in this matter what the law clearly contemplates as the duty of all railways in furnishing "convenience and "accommodation to the public."

It is further recommended that this be done at an early day, as the winter weather particularly requires it.

Des Moines, Iowa, January 28, 1882.

CHICAGO, January 31, 1882.

E. G. MORGAN, ESQ., *Secretary Board Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of the 28th inst., inclosing recommendations in relation to Aplington station, has been referred to me. I have this day written Division Superintendent Parker of our Iowa Division, directing that the Aplington station house be kept open for the night passenger trains.

Yours truly,
E. T. JEFFREY, *General Superintendent.*

SAMUEL F. PARKER, EARLVILLE, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Discrimination and overcharge.*

Filed, January 25, 1882.

JEFFERSON, IOWA, January 20, 1882.

M. C. WOODRUFF, ESQ., *Dubuque, Iowa:*

DEAR SIR—Is it correct and lawful for the Chicago & Northwestern Railway Company to charge fifty cents for thirty pounds fourth class freight from Cedar Rapids to Jefferson. First class freight from Chicago here is only forty-five cents. N. Kuhnen, of Davenport, shipped from his branch house in Cedar Rapids, one butt, thirty pounds, plug tobacco to Messrs. Smith & Wood, December 13, 1881, and the freight bill was fifty cents. If this is law, then it does great injustice to Iowa shippers. Their regular tariff from Chicago to Jefferson, Iowa, is forty-five cents on first class, and they charge on thirty pounds fourth class freight from Cedar Rapids, fifty cents.

Please give this attention as one of the Commissioners. If correct, all right; if not, please correct it. I live at Earlville, Iowa, and travel for N. Kuhnen, of Davenport. Your old friend,

SAMUEL F. PARKER.

DECISION OF THE COMMISSIONERS.

Complainant asks this Board whether a charge of fifty cents on a thirty pound package of fourth class freight from Cedar Rapids to Jefferson is a lawful charge, and emphasizes the inquiry by calling attention to the rate of forty-five cents on first class from Chicago to Jefferson.

They answer, yes. Freight in small parcels of a few pounds—anything under 100 pounds—on a universal custom of transportation companies, is always charged a parcel rate and never a pro rata charge of the rate per 100

pounds. This custom long since became a rule of railways, and is published in most of the tariffs, as, for instance, this which I quote from one of them: "No shipment, however small will be carried any distance for less than "twenty-five cents; over 150 miles, fifty cents."

Another is as follows: "No single shipment will be required to be taken "at less than twenty-five cents for distances of 150 miles or under; over 150 "miles, fifty cents." This last is the exact language copied from the legal tariff of Illinois, applicable to all railways in that State. In the case mentioned the distance barely gets it into the higher charge, the distance from Cedar Rapids to Jefferson being 151 miles. The published rates in all tariffs are for freight in quantities per 100 pounds or car loads, and never for quantities less than 100 pounds, on which a parcel arbitrary rate is charged, as appears in the above quoted rules.

Des Moines, Iowa, February 7, 1882.

JOHN RABER, NEWBURG, IOWA, *Complainant,* vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.* } *Lost goods.*

Filed, January 26, 1882.

NEWBURG, JASPER CO., IOWA, Jan. 25, 1882.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—On the 4th of November, 1881, I shipped from Sheldahl, Story county, Iowa, over the Chicago & Northwestern Railway, a box of household goods. They were billed to Jane Raber, Newburg, Iowa, but they have never been received here. I have written to W. C. Porter, the agent at Sheldahl in regard to the matter, but received no reply.

J. R. Wood, the agent of the Central Iowa Railway, at this place, has also made inquiries, but gets no replies. If you can do anything in your capacity as Commissioners to recover the lost box or its value in money, I would be very much obliged, as I am a poor man and feel unable to sustain the loss. The value of the goods is about fifty dollars. I can send a detailed list of the articles and value if desired. I have the receipt of the agent of the C. & N. W. road at Sheldahl for the box, in my possession. Hoping to hear from you soon, I remain respectfully yours,

JOHN RABER.

The Board instituted inquiries which resulted in finding the box, which was received by complainant, at Newburg, about the 11th of February, 1882.

DAVID MORRIS, LAWN HILL, IOWA, *Complainant.* vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent,* } *Overcharge.*

Filed, February 6, 1882.

LAWN HILL, IOWA, February, 3, 1882.

To the Railroad Commissioners, State of Iowa:

I wish to call your attention to the fact that the Chicago & Northwestern Railway Company, are charging freight on nut coal by the car for twenty-four thousand pounds (24,000,) when the facts are that their cars which they charge that for will not contain more than twenty-two thousand (22,000), which we do not think is business, and which should be corrected.

Very respectfully,

DAVID MORRIS.

Mr. Morris in a subsequent letter gives the number of the cars and weight.

CHICAGO, April 4, 1882.

HON. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have investigated the claim of David Morris, of Lawn Hill, Iowa, in regard to an overcharge on a car of coal, received by him from Muchakinock, on January 31st. Mr. Morris's claim is a just one, and I have ordered a voucher in his favor, refunding all charges collected on this car in excess of actual weight. The overcharge arose from the fact that the agent at Lawn Hill, in his desire to enforce the rules of the company in regard to minimum weight, overlooked another rule which provides that when any car is loaded to its "full visible capacity," charges for *actual weight only* shall be collected provided such weight is at least 20,000 pounds.

The money will be paid Mr. Morris as soon as the voucher can be passed through our accounts.

Very truly yours,

M. HUGHITT, *Gen. Man. C. & N. W. Ry.*

H. J. HEATON, ANDERSON, IOWA, *Complainant,* vs. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.* } *Lost goods.*

Filed, February 6, 1882.

ANDERSON, IOWA, Feb. 3, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—Permit me to call your attention to a small matter, the last of a series of petty thefts that I have been subject to. Inclosed find bill of lading and affidavit of things stolen from same, which is only part, as my daughter could not recollect at that time exactly what was missing. Please send P. O. order or instructions to station agent to pay the same. From what the agent here says these things must have been taken at Galesburg, Illinois.

Yours respectfully,

H. J. HEATON.

NOVEMBER 11, 1881.

Received from R. Heaton, one barrel of merchandise in apparent good order, for C., B. & Q. R. R. Co., to be transported to Edwards, Illinois. Weight, eighty pounds.

A. E. REETZ.

STATE OF ILLINOIS, } ss.
COUNTY OF PEORIA. }

Mrs. Margaretta Armstrong, being first duly sworn, deposes and says, that a certain barrel of dry goods which was shipped from Anderson, Iowa, to the address of James Armstrong, Edward's Station, Illinois, contained when the same was received by her at said Edward's Station on or about November 28, 1881, $12.50 worth less of goods than when the same was shipped from said town of Anderson. That said barrel was shipped by the Chicago, Burlington & Quincy Railroad Company, and delivered by them at said Edward's Station to affiant with the head broken out, the barrel open, and said goods missing as aforesaid. That said goods consisted of three pairs of shoes, at $2.50 per pair—$7.50; one box containing towels and sundry articles worth $5; total, $12.50. That said affiant has not been paid for said goods by said company, and that they were reasonably worth the amount charged therefor.

MARGARETTA ARMSTRONG.

Subscribed and sworn to, before me, by said Margaretta Armstrong, this 17th day of December, 1881.

[L. S.] JAMES A. CAMERON, *Notary Public.*

[This letter of complaint was acknowledged by the Secretary of the Board on February 6th, and on February 7th a copy was sent to General Manager Potter, of the C., B. & Q. R. R., asking him to investigate and report, and on February 11th, Mr. E. P. Ripley, general freight agent, wrote as follows, in reply:]

CHICAGO, February 11, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 7th inst., addressed to our general manager, and inclosing complaint from H. J. Heaton, in regard to an alleged loss from a package shipped from Anderson, Iowa, November 11, 1881, consigned to James Armstrong, Edward's Station, Illinois, is referred to me.

It strikes me that it is rather an unusual proceeding to present a grievance of this kind to your Board before having presented it to the company. We have never received any claim in this case, and know nothing whatever of its merits, and consequently have had no chance to investigate and no opportunity to judge as to whether the claim is well founded or not. When one party has a bill against another, it would certainly seem to be a reasonable course to present the bill and see if it will be paid, before appealing to a court of law, or commencing suit to enforce payment. If Mr. Heaton or whoever is interested in the claim will duly present the papers substantiating the same to me, I will see that it is properly investigated and either paid or declined for cause.

Yours truly,

E. P. RIPLEY.

DES MOINES, IOWA, February 13, 1882.

E. P. RIPLEY, ESQ., *General Freight Agent C., B. & Q. R. R.:*

DEAR SIR—Again referring to the complaint of H. J. Heaton, of Anderson, Iowa, and answering your letter of the 11th inst., I am requested by

the Board to say that not only the original complaint was sent to you, but copies, also, of the receipt issued for the goods by your agent A. E. Reetz, Anderson, Iowa, and the sworn affidavit of complainant's daughter, who lost the goods.

The Board inferred from the tenor of both the complaint and affidavit in which the loss is alleged to have occurred in November last, that application for reimbursement had been made and refused. You will observe that he alleges certain things as stated to him by your Anderson agent.

Whether so or not, you now have the whole matter before you.

By order of the Board,

E. G. MORGAN, *Secretary.*

[February 20th, Geo. H. Ross, division freight agent at Burlington, wrote Mr. Ripley promising to investigate the complaint of Mr. Heaton.

March 16th Secretary wrote Mr. Ripley, asking what had been done in the matter of Mr. Heaton's complaint, and on March 28th, another letter was addressed to Mr. Potter, the general manager, requesting him to look after the complaint and calling his attention to the fact that two letters had been addressed to Mr. Ripley, both of them being as yet unanswered. On March 31st Mr. Potter answered that the matter was in process of investigation, and on the same day wrote, also, as follows:]

CHICAGO, March 31, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring again to the Heaton claim for loss on a shipment of sundries from Anderson, Iowa, would say that claim has been in process of investigation. We have just received the papers and they show us to be responsible for the loss, and voucher has been ordered made accordingly. The complainant notified our agent at Anderson that some goods were short, but placed no value on them and made no claim. Our first knowledge of the case, as explained in my former letter, came from you.

Yours truly,

T. J. POTTER.

[On April 3d, Mr. Heaton was notified that the vouchers for payment of his claim had been made, and asking him to report if they were satisfactory, and on the 23d, Mr. Heaton replied that he had not yet received payment, and asked that the case be closed at once.]

[On May 26th the Secretary of the Board wrote Mr. Heaton that he had sent a communication to the officers of the railroad asking why the matter had not been attended to. A letter was addressed to General Manager Potter, asking him to attend to the case at once.]

SIDNEY, IOWA, June 5, 1882.

E. G. MORGAN, ESQ., *Des Moines, Iowa:*

DEAR SIR—Yours of May 26th received. I filed a copy of the claim with the freight agent at Edwards, Illinois, and, also, with the agent here at Anderson, some time before sending to you. I expected at the time it would cost more than it would come to, still I did not feel disposed to sit quietly

under the dispensation. I also thought the railroad company ought to be informed of these things, as there were many complaints besides my own. By the way, I shipped last week two car loads horses from Caldwell, Kansas, to Riverton. Freight from Caldwell, on Santa Fe Road to Atchison, $40 per car. Freight from Atchison to Riverton, about one-fourth the distance, $37.50 per car. How is that for high on the C., B. & Q.?

Very respectfully,

H. J. HEATON.

SIDNEY, IOWA, July 31, 1882.

E. G. MORGAN, ESQ.:

DEAR SIR—May I ask if there is a probability, or even a remote possibility, of the very large claim of mine ever being settled? I should like to have the matter closed up. What's the matter, too much red tape?

Very respectfully,

H. J. HEATON.

DES MOINES, IOWA, August 3, 1882.

H. J. HEATON, ESQ., *Anderson, Iowa:*

DEAR SIR—Yours of 31st is at hand. The Commissioners supposed from the fact that General Manager T. J. Potter, wrote them under date of March 31st, that "voucher had been made and would be forwarded," that the claim you refer to had been settled. I have again called the attention of Mr. Potter to the fact that the claim is still unsettled, and asked him to have it attended to at once. As soon as I hear from him I will write you.

Very respectfully,

E. G. MORGAN.

[On August 3d the Secretary also wrote General Manager Potter, asking him if the voucher had been sent to Mr. Heaton.]

CHICAGO, August 11, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of the 3d, about claim of H. J. Heaton, of Anderson, Iowa. We have a voucher which was receipted March 31, 1882, by whom we supposed to be Mr. Heaton. Since the receipt of your first letter stating that he had not yet got his money, we have been investigating to find out if the signature is a forgery and who perpetrated it. As soon as this is ascertained I will advise you of the result.

Yours truly,

T. J. POTTER.

DES MOINES, IOWA, August 15, 1882.

H. J. HEATON, ESQ., *Anderson, Iowa:*

DEAR SIR—In reply to my letter to General Manager Potter in relation to payment of your claim for lost goods, he writes me under date of August 11th, as follows: [Here was sent a copy of Mr. Potter's letter of August 11th, to the Secretary].

The Commissioners regret as much as you do the long delay in this matter, but they are of the opinion that Mr. Potter has endeavored to do as he promised in his letter to them of March 31st. His letter of the 11th inst. throws a new light on the cause of delay.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, September 12, 1882.

H. J. HEATON, ESQ., *Anderson, Iowa:*

DEAR SIR—I wrote you August 15th in relation to lost goods of your daughter's and sent you a copy of Mr. Potter's letter of August 11th. Did you receive them? Have you heard from the voucher sent you last April? An early reply will oblige,

Very respectfully,

E. G. MORGAN, *Secretary.*

ANDERSON, IOWA, September 14, 1882.

E. G. MORGAN:

DEAR SIR—On my return from Illinois, last week, I found letters from you relative to this contemptible small claim, for which please accept thanks for your trouble. On my way I was interrogated by Mr. James S. Wood, agent at Hastings. It appears some scrub has pushed forward what purports to be a receipt for the money signed by me—I need not say it is a forgery—myself nor any of my family ever received a cent, nor did they ever see any one interested in obtaining it. Have notified Mr. Wood to that effect.

Very respectfully,

H. J. HEATON.

ANDERSON, IOWA, September 15, 1882.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I wrote you yesterday, and last night received yours of the 12th inst. This is getting amusing as well as instructive. As our time is worthless we may as well fill it this way as any other. As I informed you in yesterday's letter, I sent the papers—I forgot what they were—a week ago to the agent at Hastings, who had a copy of the whole proceedings. It is to be hoped he will, with your assistance, be able (perhaps in the course of time) to close the matter up. I presume, had there been no tricking, it would have been finished before this.

Truly yours,

H. J. HEATON.

[September 16th a copy of Mr. Heaton's letter of September 14th was sent to General Manager Potter, and his reply was as follows:]

CHICAGO, September 19, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of your favor of the 16th in regard to claim of H. J. Heaton, Anderson, Iowa. I supposed this matter had been disposed of some time ago, as I gave instructions to pay the claim and have done with it.

In reply to a telegram sent our division freight agent at Burlington, today, I learn that the money wherewith to pay this claim was delivered to the express company to transmit to Mr. Heaton on the 11th inst., this company having no agent at Anderson. I have asked for date of delivery to Mr. Heaton, and will advise you as soon as I hear.

Regretting that you have had further trouble in this matter,

I am, yours truly,

T. J. POTTER.

[Secretary acknowledged the receipt of Mr. Heaton's letters of September 14th and 15th, and on the 26th of September received the following:]

CHICAGO, September 26, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I am advised by our division freight agent at Burlington, that he has received from the express company H. J. Heaton's receipt for $12.50, the amount of his claim, dated September 23d. I hope this will put an end to further correspondence on the subject from Mr. Heaton. I am sorry you have been troubled so much in the matter.

Yours truly,

T. J. POTTER

[On the 5th of October, a letter written on the 1st, was received from Mr. Heaton, acknowledging the receipt of the amount of his claim for lost goods from the C., B. & Q. R.R. Co., and thanking the Board for their efforts in his behalf.]

TOM H. MILNER, IOWA FALLS, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, *Respondent.*
} *Inquiry as to classification.*

Filed, February 8, 1882.

IOWA FALLS, IOWA, Jan. 24, 1882.

HON. MARCUS C. WOODRUFF, *Railroad Commissioner:*

DEAR SIR—Will you please inform me at your earliest convenience, what, under the law of Iowa constitutes a first class railroad? Is the Iowa Falls, Cedar Rapids & Northwestern R. R. a branch of the B., C. R. & N. R. R. from Holland, Grundy county, to this place and northward, such a road as the law designates as a first class road? What is the B., C. R. & N. R. R. from Cedar Rapids north to Emmetsburg classed? Do you know what their gross earnings were, respectively, for the years 1880 and 1881, per mile. By giving an early answer you will oblige the writer hereof and a multitude of your numerous friends at this place. Yours respectfully,

TOM H. MILNER.

DES MOINES, IOWA, Feb. 8, 1882.

TOM MILNER, ESQ., *Iowa Falls, Iowa:*

DEAR SIR—My absence from the State for several days has prevented earlier attention to your letter of the 29th ult. You ask: (1) "What under "the law constitutes a first class railroad?" (2) "Is the Iowa Falls, Cedar "Rapids & Northwestern, a branch of the B., C. R. & N. from Holland to "this place such a road as the law designates as a first class railroad?" (3) "What is the B., C. R. & N. from Cedar Rapids north to Emmetsburg?" (4) "Do you know what the gross earnings were for the years 1880 and 1881, "respectively?"

I answer your questions in the order named.

1. Section 1 of chapter 68, acts of the Fifteenth General Assembly defines the classification of railways as follows: "All railroads in this State "shall be classified according to the gross amount of their respective an- "nual earnings within the State, per mile for the preceding year as follows: "class 'A,' shall include all railroads whose gross annual earnings per mile "shall be $4,000 or more."

This is the obvious definition of what you designate "first class railroads."

2. The Iowa Falls Branch of the B., C. R. & N. R'y, is not a class "A" or first class road.

3. This branch of the railway to Emmetsburg is a class "C" road, the lowest class prescribed in the law, its gross earnings being less than $3,000 per mile per annum.

4. Exactly what the gross earnings are, is not known to the Board, as the company has not yet reported for the year 1881, and which is due on or before the 15th instant.

It is known, however, that the earnings are much below the amount prescribed for the lowest class roads. For 1880 no report of the earnings per mile was made, as this new branch was operated for only a few weeks before the close of the railroad year. This, I believe, answers your questions. If there is anything more you desire, write me and I will do my best to answer you.

Respectfully yours,

M. C. WOODRUFF.

DANIEL CAMPBELL, BLENCOE, IOWA, *Complainant,*
vs.
SIOUX CITY & PACIFIC RAILROAD COMPANY AND CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents.*
} *Damages.*

Filed February 21, 1882.

DECISION OF THE COMMISSIONERS.

On the 19th of September, 1881, L. C. Campbell shipped for his father, Daniel Campbell, from Onawa, Iowa, to Amos Edmunds, Disco, Ill., by the Sioux City & Pacific Railroad, one keg of honey, the keg and honey weighing eighty pounds. The company writes on the receipt "O. R.," and in a printed form expressly limits its liability to damage incurred on its own line. This company carried it to Missouri Valley Junction and there delivered the package in good condition to the Chicago & Northwestern Railway

Company, who took it to Council Bluffs and delivered it to the Chicago, Burlington & Quincy Railroad Company. At Council Bluffs the keg was found with one hoop off and leaking badly, which fact was noted on the way-bill. On arrival at Burlington the weight of the keg and contents had been reduced through leakage to twenty pounds. We suppose this station to be the point where freight for Disco, Ill., is delivered. The consignee refused to receive it, and the consignor, on being asked for instructions, disclaimed all interest, and presented a claim for the value of the property. The statements of the parties here differ, the only point in the case where they do. The railway company states that complainant's claim was for $9.75. The complainant states that he proposed to settle his claim for that amount, if paid without trouble or expense to him. This statement covers all the facts in the case, as far as the transportation of the honey is concerned. The Sioux City & Pacific Railroad Company received and transported it to Missouri Valley Junction, where the Northwestern took it and receipted for it in good condition. This company carried it to Council Bluffs and delivered it to the Chicago, Burlington & Quincy Railroad Company in bad condition, "with one hoop off and leaking badly." The injury to the package occurred while in possession of the Northwestern, and whatever liability for damage there may be rests with this company. As there is no evidence of further injury while in possession of the Chicago, Burlington & Quincy Railroad Company, at least if there was it has not been presented, and is a matter the companies should settle between themselves.

The defenses offered by the Northwestern Company are, first, that the leakage may have been the result of bad cooperage, instead of rough and improper usage on the part of the servants of the railway company; second, that the railway company, having written "O. R." on the bill of lading, was exempted from liability for any loss, and that the complainant became his own insurer, and that the receipt was given for the express purpose of relieving all the companies from liability for just such accidents as the one that happened.

With regard to the first defense: The property was in the possession of the company when the injury occurred, or at least when the leakage began; if it was the result of bad cooperage, the company having the property in their charge should have been able to show this and particularize when, where, and in what manner it was defective. Having failed to do so, and the property having passed through the hands of one carrier and being delivered to the second in good condition, the legitimate inference is that the injury was the result of improper usage.

This brings us to the second defense. It is noticeable that the servants of the railways have too often assumed that the arbitrary affixing of "owner's "risk" on packages, gives them the right to handle perishable property carelessly and roughly with impunity for themselves and their companies. This idea has grown from the fact that in most instances the injuries received do not amount to enough in value to justify the expense of contesting them. The obligation of the common carrier is to transport and deliver goods in

the same condition as when received, unless prevented by the "act of God "or the public enemy." He is to that extent an insurer against all risks or injury, except those above stated. The carrier has the right to limit his liability in articles that are specially liable to injury or breakage by receiving them at "owner's risk." This, however, is coupled with the condition that it does not exempt the carrier from the consequence of negligence of every grade, of himself or servants.

The decisions in all the States fully sustain this view of the effect of the "owner's risk" stipulation, even in those that by special enactment have attempted to limit the liability of the carrier. In Iowa the law seems specially to hold the carrier to the extreme of liability, as will be seen by reference to section 1318 of the Code of 1873: "No contract, receipt, rule, or "regulation shall exempt any corporation engaged in transporting persons "or property by railway from the liability of a common carrier or a carrier "of passengers, which would exist had no contract, receipt, rule, or regula-"tion been made or entered into." We think this disposes pretty effectually of the second defense.

The opinion of the Commissioners is that the Chicago & Northwestern Railway Company pay the complainant for seventy pounds of honey at 12½ cents..... $ 8.75
For one keg 1.00

Total ..... $ 9.75

Des Moines, Iowa, April 26, 1882.

THOMAS J. HOOPES, EUGENE, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Overcharge.*

Filed, February 21, 1882.

Complainant shipped a car of household goods and lumber from Perry, Iowa, over the Des Moines & Fort Dodge Railroad and the Chicago, Burlington & Quincy Railroad to Afton, Iowa. Before shipping he wrote the agent of the C., B. & Q. R. R. at Des Moines, asking for rates on a car of lumber from Perry to Creston, Iowa. The agent replied "lumber to Creston, "$35.10." When the car containing the goods arrived at Afton, Mr. Hoopes was called on to pay $67 freight, the company claiming double rates for loading the car with lumber, household goods, etc. The attention of General Manager Potter was called to the matter, and he gave Mr. Hoopes a rebate of $10, which he accepted and withdrew the complaint.

CITIZENS OF NORTHWOOD AND WORTH COUNTY, *Complainants*, vs. THE CENTRAL IOWA RAILWAY COMPANY, *Respondent*. } *Abandonment of Road.*

Filed, March 7, 1882.

This is a case wherein citizens of Northwood complain that respondent has abandoned operation of part of its road, to their damage and inconvenience, in violation of its charter, and contrary to law.

Under the provisions of section 3, chapter 77, laws of 1878, it is made the duty of the Commisioners to "inquire into any neglect or violation of the "laws of this State by any railroad corporation doing business therein, and "whenever in the judgment of the Railroad Commissioners it shall appear "that any railway corporation fails in any respect or particular to comply "with the terms of its charter, or the laws of the State, * * said "Commissioners shall inform such railroad corporation of the * * * "changes which they adjudge to be proper, by a notice thereof in writing," * * * and report shall be included in their annual report to the legislature.

It is competent for any citizen to bring to the notice of the Commissioners such matters as are complained of in this case, or the Commissioners can inquire into it on their own motion.

All the facts, including the matter of the complainant, answer and reply, fully appear in the decision. There is but little controversy as to the facts in this case. Some questions of law, however, of more or less importance to railway corporations and to the public, are involved:

1. The complainants allege that The Central Railroad Company of Iowa on the 23d day of June, 1869, organized under the general laws of the State providing for the organization of corporations for pecuniary profit; that "the object of the company was to acquire, construct, maintain, and operate "a railroad from the south to the north line of the State of Iowa, beginning at "the State line of Missouri, at or near the present northern terminus of the "North Missouri Railroad, and running from thence north on the 16th meridian of longitude west from Washington, or as near thereto as practicable, "the following points on the line having already been established: Moravia, "in Appanoose county, Albia, in Monroe county, Oskaloosa, in Mahaska "county, Marshalltown, in Marshall county, and Eldora, in Hardin county."

2. That to aid the construction of the road the people of Worth county granted it, in virtue of a vote of the electors of said county, all the swamp lands of said county, amounting in the aggregate to 32,000 acres, and on the 22d day of September, 1871, a conveyance of said land was duly executed, reciting the performance of the conditions on which the company was entitled to it, which conditions were the "grading, bridging, tieing, and con-"structing of all that part of said road from the south to the north line of "Worth county." The deed also conveys "all swamp land indemnity, money, "warrants, etc., granted, or to be granted, to said county in lieu of swamp "lands in accordance with the laws of Congress," etc.

3. That there was voted and paid in accordance with the provisions of chapter 102, of the laws of 1870, taxes amounting to fifteen thousand nine hundred and eighty-five dollars and twenty cents, in aid of the construction thereof; that the notice of said election contained provisos that the tax was to be expended only in constructing the road within Worth county, and that the tax should "not be spread upon the books for collection until said rail-"road company shall have run their cars into Northwood."

4. That Samuel Egbert conveyed to said company lands of the value of twelve hundred dollars, B. H. Becket lands to the value of five hundred dollars, D. McKercher lands to the value of two hundred dollars, and L. L. Woodworth three and three-fourths acres of land, all in consideration of said company building and operating its road from the south line of Worth county to Northwood.

5. That on the 10th day of July, 1877, a tax of three thousand and sixty dollars and thirty-eight cents was voted by the electors of the town of Northwood, in aid of the construction of the Burlington, Cedar Rapids & Northern Railway Company from its then terminus, near Plymouth, Iowa, to some point in section 21 or 28, township 98, range 20, and there making a junction with said Central Railroad Company, and thence over the track of the last named company to the town of Northwood. A further condition of voting this tax aid to said B., C. R. & N. R'y Co., was the construction and operation of its line from Northwood to the north line of Worth county. Also L. and A. J. Dwelle, gave the company the further sum of three hundred and thirty dollars and sixty cents, on like conditions.

6. That the Central Railroad Company constructed its road as agreed, and commenced running its trains thereon into the town of Northwood in October, 1871, and said road was so operated until August, 1880, at which time all trains were abandoned north of Manly Junction; that said abanddonment of trains is a great and serious damage to complainants, and the citizens of Northwood and Worth county in the matter of travel and traffic, and in violation of the charter articles of said corporation of its statutory contracts with Northwood township, Worth county, and the people thereof, and contrary to law.

All of which matters of complaint are submitted to the Commissioners for their information and action.

The Central Iowa Railway Co., responding to the complaint denies any legal obligation to operate the portion of its line between Manly Junction and Northwood, and denies any legal liability for its failure to do so, and in support of its position submits substantially the following points:

The Central Railroad Company was organized in 1869, under the general laws of the State, for the purpose of constructing and operating a railroad from the south to the north line of the State of Iowa; that it built and equipped said road and operated it for several years; that in so doing it became indebted and executed first, second, and third mortgage bonds on its road to secure such indebtedness; that the action of the people of Northwood and Worth county in inducing the B., C. R. & N. R'y Co., to run its

trains into Northwood over the Central's track from Manly, divided business, decreased the earnings, and reduced the profits of the company; that such conduct on the part of the people of Northwood and Worth county was unlooked for and unforeseen, as the Central had the right to expect no competing line, but that the people of Northwood and Worth county having helped to build the road, would look upon it as a thing in which they had an interest; that as the result of a series of misfortunes suits to foreclose the mortgages were commenced, and the road taken possession of by a receiver, appointed by the United States Circuit Court: that during his management, under the direction and approval of the court, the receiver, as a consequence, among other things, of the conduct of the citizens of Worth county in inducing the Burlington, Cedar Rapids and Northern Railway Company to run its trains over the Central's track to Northwood, leased that portion of the road between Manly Junction and Northwood, to the B., C. R. & N. R'y Co.; that eventually, *in 1875*, the road was sold "absolutely and unconditionally "out from under the ownership and control of the Central Railroad Co.," to the Farmers' Loan and Trust Co., of New York; that on the 15th May, 1879, The Central Iowa Railway Company was organized under the general corporation laws of the State for the "purpose of acquiring and operating the road"; that the matter and question of the construction of said road did not enter at all into the object of the company's organization, as the road it was organized to acquire and operate was already built; that the Central Iowa Railway Company is and ever has been in every respect, manner, and form, entirely separate and distinct from the Central Railroad Co.; that the Central Railroad Co., did all it agreed to for the aid granted it, in every particular, and as respondent believes, complied with all the requirements of its charter articles and the laws of the State, and that respondent purchased and paid full value for the Central Railroad property, and owns and controls the same free from obligations to citizens of Northwood and Worth county, for aid given to the Central Railroad Company, subject only to the laws of the State regulating the operation of its road. Respondent also says that after purchasing said road it began a suit in ejectment for the possession of the leased portion of its road, but that the court held said lease valid, and that the lessee held on to the end of the term for which the lease was given, not only under the lease, but by judgment of the court, that it should not be disturbed. And respondent further says, that during the intervening time it saw that to continue the lease to the B., C. R. & N. R'y Co., at a fair rental, would probably be a wise thing to do, and so, in August, 1881, at the expiration of the aforesaid lease, for another and greater rental gave another and new lease to the B., C. R. & N. R'y Co., as under and by virtue of the Code of Iowa, section 1300, it lawfully might do, the B., C. R. & N. R'y not then or since having any track from Manly Junction to Northwood, and that the said B., C. R. & N. R'y Co. has ever since continuously operated the same with all the facilities and equipments of a first-class road, and with all the conveniences for passenger travel and freight. And that such a disposition of said division of the road is not an abandonment of it. And for yet other

answer in this behalf, respondent says: Nor can the people of Northwood complain on another ground. The Code fixes the charges for freight and passenger fare, and it costs them no more to do business with one road than two. If they put it on the ground that if they had competing roads, they could get better rates to points out of the State, the answer is that it is not the duty of our home corporations, nor of the Board of Railroad Commissioners, to look beyond our State boundary to assist anyone. Our duties begin and end at home. Nor did the respondent have in view the assumption of any contracts or bargains of any former owners of any road it might acquire, nor did it ever assume any.

In short, respondent says: 1. That it is not the corporation that constructed the road and received the aid and incurred the obligations therefor, but that it is an entirely separate and distinct corporation, operating under an entirely separate and distinct charter: that as such it bought and paid full value for said Central Railroad property, and is in no sense liable for the constructing corporation's obligations, but entitled to operate and dispose of said road under its own charter.

2. That so owning said road, it had the lawful right to lease it as it did, under section 1300 of the Code.

Complainant, replying to respondent's answer, denies any wrongful or illegal acts on their part, or on the part of any person or corporation they represent, towards the Central Railroad Company of Iowa, or towards any of said company's successors in the ownership, control, or management of said road. Complainants admit the appointment of a receiver for the road, the lease and sale of said road, the organization of respondent's company and its purchase of said road, and the lease of a portion thereof, as set out in respondent's answer, but denies that any or all of these acts absolve respondent from its obligation to operate said railroad as a continuous line according to the provisions of the charter of the constructing company, the statutory contracts of said company, by which it procured aid in construction of said road, and existing laws.

Proofs have been submitted for the inspection of the Commissioners on all material controverted questions of fact, and we find from as careful an examination thereof as we have been able to make, that the allegations of fact by complainants are substantially true and virtually admitted by respondent, save as to the swamp land item; and in this the denial only goes to the fact of the railroad company having failed to receive any swamp lands from Worth county,—the vote of the people thereon, the deed from the county in pursuance thereof, the conditions of the deed, and the company's acceptance thereof, are not denied.

An examination of the records in the office of the State Register of Lands reveals the fact that Worth county received but forty acres of swamp land out of all selections made. This tract has, we assume, passed to the railroad company or its assigns. But the failure of the company to receive this portion of the aid stipulated for does not affect the questions to be considered here, as, aside from yet other controlling considerations, the tax and other

aids conveyed by other and independent contracts, are not denied. Respondent virtually admits the aid, saying, "it (the Central Railroad of Iowa) "did all it agreed to for the aid granted it, in every particular, and has in "every way, as we believe, complied with all the requirements of its charter "articles."

It is idle to discuss the action of the people in inducing the Burlington, Cedar Rapids & Northern Railway Company to come into Northwood. They had the right to do this, and the company had the right to comply. Such action affords respondent no possible grounds of complaint. The people of Northwood voted a tax to the Burlington, Cedar Rapids & Northern Company to bring its road to Northwood; that it came in over the respondent's track, is immaterial in this case. Complainants say that company has performed as it agreed.

It is likewise immaterial to discuss the question of the legality of any lease of any portion of the road, prior to the voluntary one executed by respondent, in August, 1881, or as to whether they were made with or without the order or approval of the court. Whatever they may have been they are things of the past. The voluntary lease made by respondent is the only one with which we have to deal.

And it does not alter the case that a court declared said lease valid in a suit between lessor and lessee. The parties represented by these complainants were not parties to the action, and the lease did not exclude the respondent from running its trains over the leased portion of its road except on its own option. Furthermore, it appears in the evidence submitted in the case, that during the management of the receiver, respondent's road was operated as a continuous line, including the portion leased, and that it continued to be so operated for more than a year after it came under the ownership and control of respondent.

If this reasoning be sound we have left for consideration in this case three questions; to-wit.,

1. Was the Central Railroad Company of Iowa legally bound by its charter articles and statutory obligations to operate its road as constructed?

2. Is the Central Iowa Railway Company, the respondent, likewise liable to operate the road?

3. If so liable, can respondent lease or alienate any portion of its road or property necessary to the discharge of its corporate obligations?

As we have already seen, the Central Railroad Company of Iowa was organized under the general laws of the State of Iowa providing for the organization of such corporations. That the object of the company, as stated in its articles of incorporation, was "to acquire, construct, maintain, and "operate a railroad from the south to the north line of the State of Iowa, be-"ginning at the State line of Missouri, at or near the present (then) north-"ern terminus of the North Missouri Railroad, and running from thence "north on the 16th meridian of longitude west from Washington, or as near thereto as practicable." And by the first article of its charter it assumes all the powers and privileges conferred by the law upon like corporations. The

principles of law governing this company, though incorporated under the general laws of the State, are the same as those governing corporations created by special act of the legislature. In *The People v. Albany & Vermont R. R. Co.*, 37 Barbour, S. C. N. Y., 218, the court held that "A railroad "charter, like any other legislative grant, is a contract between the incor-"porated company and the public. When the act is not by its terms subject "to repeal, it confers irrevocable rights, and it imposes corresponding obli-"gations. It in no wise alters the case that the rights and privileges con-"ferred, and the duties thus imposed, are so conferred and imposed under "a general law, in virtue of the provisions of which persons may associate "or incorporate themselves. They still hold under an act of the legislature, "which lies at the foundation of all their proceedings, and is essential to "give them force and vitality."

It follows, then, that the acceptance by the company of the rights and immunities conferred, and by the exercise of the powers granted, in locating and constructing its road, imposed the obligation to operate its road.

The acceptance and enjoyment by the company of the rights and immunities conferred and the exercise by it of the powers of sovereignty delegated to it by the State to compulsorily locate and construct its road by condemnation of private property for the right of way, and for other purposes obligates the company to operate its road as constructed. This is but the contract as between the public and itself, as found in its charter and the laws of the State into which it voluntarily entered.

The consideration for the grant of powers by the State is that the object and purposes of the corporation, although for private gain, are of public necessity. In *Stewart v. Board of Supervisors of Polk County*, 30 Iowa, page 20, our Supreme Court held "that the exercise of the right of eminent do-"main in behalf of railroads, canals, turnpikes, plank roads, bridges, mills, "and the like, is upon the principle that, being of public utility, although for "private profit, "they are for public use within the meaning of the consti-"tution."

In this connection it is profitable to notice the marked distinction which the courts have ever made "between charters granted by legislative power, "which exact no public duties, and those under which the public acquires "such rights that it can compel the corporation to respect them." It is also important to notice the grounds on which this distinction is based. In *The State ex rel. Townsend, etc., v. McIvers et al.*, Withrow Am. Corp. cases, volume 4, page 161, on this point is found the following: "A marked dis-"tinction has always been observed between companies chartered as trading "associations, or scientific societies, or others of that character, aiming only "at objects of their own, and not contemplating any benefit to the public, or "taking upon themselves any public government or responsibility, which "are exclusively private, and those where, although the inducement to their "creation is individual gain, yet the interests of the community are so insep-"arably connected with them that what affects the one will be sensibly felt "by the other. * * * According to the authorities of this country,

"the respondents may properly claim to be the official agents of a private "corporation. This proposition, however, affords them no exemption from "the liabilities which attach by reason of the great purposes of State, which, "doubtless to no small extent, induced the grant under which the company "enjoys the large immunities conferred upon it. Such has been the rapid "increase of railroad companies, with the extended and exclusive privileges "which they enjoy, that the material interests of the country are, to no small "degree, influenced and controlled by them. The great facility which they "afford for the transportation not only of passengers but of freights, has "prevented all rivalry by other means and given them almost a monopoly "of the whole carrying trade. If the State, through the courts, has no power "over them by a short and speedy remedy, the injury they may inflict, not "only on private, but on public interest, might be so prejudical and detri-"mental, as to counterbalance all the benefits derived from their establish-"ment. From the number and magnitude of their capital and operations "without the means of an adequate check on their encroachments on private "rights, they might indeed become a power which the State itself might "have cause to fear."

There is entire harmony among the authorities upon the proposition that where a clear right to the performance of a corporate act exists, the law furnishes a remedy for its enforcement. The Central Railroad having been located and constructed under the authority conferred by the charter of the Central Railroad Company of Iowa, and in consideration of the powers and immunities therein granted, it became and was the duty of said company to operate said road "for the uses and purposes, and to the extent contemplated "by it and the public, as defined in its charter." Hence the obligation of the company to the public to operate said line of road so far as constructed, as a continuous line. The operation of the road, so far as constructed, as a continuous line, for all the necessities of travel and traffic to and from Northwood, according to the usual and reasonable methods of operating like railroads, is the agreed consideration between the company and the public. Nothing less than this complies with the terms of the charter contract between the corporation and the public. The Supreme Court of the United States, discussing this question in *Brown v. The Railroad Company*, 17 Wall., 445, say: "Having, therefore, constructed its road as it was authorized to do, it "will be held to a faithful compliance with all the terms accompanying the "grant by which it was enabled to procure a pecuniary advangage." In *The People v. The Albany & Vermont Railroad Company, supra*, held that "A "railroad corporation which has completed its road between the termini "mentioned in its charter or articles, forfeits its franchise by abandoning or "ceasing to operate a part of its route. It seems that the corporation owes "a duty to the public to exercise the franchise granted to it and that it "cannot abandon a portion of its road and incur a forfeiture at its mere "pleasure."

In *The State v. The Hartford & New Haven Railroad Company*, 29 Conn., 538, the question of whether a railroad company could be compelled by *mandamus* to operate its entire line was before the court. The defendant was chartered to construct and operate a railroad from Hartford to the navigable waters of New Haven harbor. A steamboat company was afterwards chartered to run in connection with defendant to New York, making a route. Defendant operated its road for several years, and then constructed a track diverging from the original track at a point a mile and a half from its terminus at tide water, and running to the station of the New York & New Haven Railroad Company, in the city of New Haven, and discontinued the running of passenger trains to the original terminus at tide water. This change inconvenienced travelers who wished to pass by steamboat route to New York, of whom there were many. The court held that *mandamus* ought to issue to compel the railroad company to run passenger trains to the original terminus, and closed the opinion with the following language: "We forbear going into other questions raised on the trial, or commenting "on the authorities cited by counsel. We think it unnecessary, and prefer "to place our decision upon the simple ground of the corporate duty of the "respondent. All judges and jurists will at once agree that chartered com-"panies are obliged fairly and fully to carry out the objects for which they "are created, and that they can by *mandamus* be compelled to do so, and it "will not be questioned that in the case of public highways, whether turn-"pikes or railroads, they are bound to keep them fit for use, and in the case "of railroads to keep them furnished with suitable cars, engines, and attend-"ants, without which they cannot be used at all. We advise the issue of a "peremptory *mandamus*."

But in this case there is more than the usual consideration arising out of the grants of power and immunities contained in the charter of the constructing company, to obligate it to operate its road so far as constructed as a continuous line.

The Central Railroad Company of Iowa made several special contracts with Worth county, with divers citizens thereof, and with Northwood township, wherein, for a valuable consideration named in the contracts, it stipulated and agreed to construct its line of road from the south line of Worth county to the town of Northwood, in said county.

It would seem sufficient to settle the question of the obligation of the Central Railroad Company to operate its road from Manly Junction to Northwood as a part of its continuous line, to show the existence of these contracts by virtue of which it procured valuable aid in construction of its road, and for which it agreed to construct and operate it to Northwood. It would seem that the acceptance of the tax alone by the corporation is sufficient to support the obligation to operate the road as constructed, and in accordance with the terms of its charter. In *Stewart v. The Board of Supervisors of Polk County, supra*, the court base the constitutionality of chapter 102, of the laws of 1870, providing for voting aid in the construction of railroads upon the proposition that the objects to be promoted by them are public, and in the course of the opinion say that "it has been "abundantly shown that the object for which the right of eminent domain

"is exercised is a public one, for public utility, for public use, within the "meaning of the Constitution; that this right can be exercised in behalf of "these corporations upon no other ground. If, then, the building of a rail-"road is a public object so as to authorize the taking of the private real "property of the citizen—the highest species of property—for a right of way, "is it any less a public object for the purpose of receiving aid through the "medium of taxation to assist in building the road upon such right of way? "The right of eminent domain and the taxing power are both sovereign "powers. * * * If the taxing power cannot be constitutionally "invoked in aid of railroads, neither can the power of eminent domain." If, then, it be true that both the taxing power and the power of eminent domain are exercised in favor of railroads, on the same principle it follows, as a matter of course that the beneficiary of the exercise of these sovereign powers accepts each subject to the same limitations and restrictions. In either case the conditions of acceptance are the same, and like duties and obligations are imposed as an equivalent.

The equivalent is the operation of the road as constructed, as far as constructed, in accordance with the terms of the charter of the corporation accepting such grants of power. This the public would have the legal right to demand: was the road being operated by the Central Railroad Company of Iowa?

This brings us to consider the question of the liability of respondent.

Conceding the respondent company to be an entirely separate and distinct company in every shape, manner, and form from the original Central Railroad Company, and that it paid full value for said railroad property, which we do, and still we think there can be no doubt as to its obligation to operate the Central Railroad as constructed, and as a continuous line. The Central Railroad Company of Iowa was organized for the purpose of building and operating a railroad from the south to the north line of the State, as set forth in its charter articles. It accepted all the powers, rights, and immunities provided by law in such cases. It exercised these powers, etc., in its own behalf in the location and construction of its road. It exercised, under this grant of powers, the right of eminent domain in securing its right of way, and it availed itself of the sovereign right of taxation to aid the construction of its road thereon. "It has been abundantly shown," say our Supreme Court in *Stewart v. Board of Supervisors of Polk County, supra*, that "the object is a public one, for public utility, for public use," and "that "this right can be exercised in behalf of these corporations upon no other grounds." The limitations, restrictions, and conditions imposed upon the corporation accepting these grants of power became a part of the law of its existence, and precludes the idea of its owning its property just as individuals own their private property. In consideration of these grants of power there is a clear right which the courts will promptly enforce to compel a delinquent corporation to operate its road according to the terms of its contract with the public. The Supreme Court of the United States, in the case of *Brown v. The Railroad Company, supra*, in speaking of the obligation

imposed upon a railway corporation by its charter settle this question, as we have already seen, beyond cavil.

The limitations and restrictions thus imposed by the charter of a railway company upon the operation and management of its road are a limitation and restriction upon the private property therein. The charter is a matter of record and as much a notice to the world as the laws of the State. Therefore, the purchaser of a railroad acquires no greater property therein than was owned by the vendor. Purchasers and lessees are charged with notice of the limitations, restrictions, and conditions imposed by the franchise of a railroad company, and of its obligations, under its charter and the laws of the State, to the public. We think this position sound on principle and sustained by the authorities. In *Thomas v. The Railroad Company*, 101 U. S., 83, the court say: "Whereas, a corporation "like a railroad company has granted to it by charter a franchise intended "in large measure to be exercised for public good, the due performance of "those functions being the consideration of the public grant, any contract "which disables the corporation from performing those functions, which "undertakes, without the consent of the State to transfer to others the rights "and powers conferred by the charter, and to relieve the grantees of the "burdens which it imposes, is a violation of the contract with the State, and "is void as against public policy."

In the *York and Maryland Line Railroad Company v. Winans*, 17 Howard, 30, it was claimed, as in this case, that the duties imposed upon the corporation were fulfilled by the construction of the road, and that by alienating its right to use and its powers of control and supervision, it might absolve itself from further responsibility. "This conclusion," say the court, "implies that the duties imposed upon the plaintiff by the charter "are fulfilled by the construction of the road, and that by alienating its "right to use, and its powers of control and supervision, it may avoid "further responsibility." The court then go on to speak of the consequences of such conclusion, and say: "Those acts involve an overturn of the rela-"tions which the charter has arranged between the corporation and the "community. Important franchises were conferred upon the corporation "to enable it to improve facilities for communication and intercourse re-"quired for the public convenience. Corporate management and control "over these were prescribed and corporate responsibility for their insuffi-"ciency provided as a remuneration to the community for the grant. The "corporation can not absolve itself from its obligations without the consent "of the legislature."

In *The Railroad Company v. Brown, supra*, Davis J., delivering the opinion of the court, said: "It is the accepted doctrine in this country that a "railroad corporation cannot escape the performance of any duty or obliga-"tion imposed by its charter or the general laws of the State, by a voluntary "surrender of its road into the hands of lessees."

And our Supreme Court, speaking of this doctrine as presented in the above case say, in the case of *Bower v. The B. & S. W. R. R. Co.*, 42 Iowa,

446, "that there can be no doubt" as to the proposition we quote being the law, "unless it be, as is urged that the provisions of the Code, Secs. 1278 and "1307, making lessees of railroads liable to the same extent as the corpora- "tion, inaugurate a different rule. It will be readily seen, however, that the "remedy against lessees is cumulative only. The liability against the cor- "poration exists in full force and vigor, without any statutory aid what- ever."

In *Black v. The D. and R. Canal Company*, 22 N. J., 130, Chancellor Zabriskie says: "It may be considered as settled that a corporation cannot "lease or alien any franchise or any property necessary to perform its obli- "gations and duty to the public."

If the authorities we have here cited and quoted be law, and about that there can be no doubt, then it is clearly the duty of the Central Iowa Railway Company to operate the road constructed by the Central Railroad Company of Iowa, as a continuous line, unless it be, as is urged by respondent, that the provisions of section 1300 of the Code, authorizing a railroad company to sell or lease its road, inaugurate a different rule.

It will be readily seen, however, by an examination of this section, that the construction of it contended for by respondent is unwarranted. The original purpose of this section was, as we view it, to authorize a railway company to sell or lease its road, or to make joint running arrangement with any connecting road. "Without this the directors might not have such "power, or, it might be questionable whether they possessed it." The lia- bility of the vendor or lessor was in no manner touched. They were liable "without any statutory aid whatever," and section 1300 left their liability just as it found it. The remedy given in this section against lessees is merely cumulative. Section 1300, as it appears in the Code, and as it now stands, is in lieu of section 4, chapter 86, laws of 1864, which was, as originally enacted, and as it stood until amended by section 1300, as follows: "Section 4. The board of directors of any railroad company shall have "power to authorize contracts of lease or joint running arrangements with "any connecting road for the operation of such connection upon such reas- "onable and just terms as may be agreed upon by the parties, and the party "thus leasing or operating the railroad of another company, shall, in all "respects be liable to the public for their acts or negligence in the same "manner as though the road belonged to them."

Section 1300, which is relied upon by respondent as giving the legislative consent, is as follows:

"Section 1300. Any such corporation may sell or lease its railway property "and franchises to, or make joint running arrangements with any corpo- "ration owning or operating any connecting railway, and the corporation "operating the railway of another, shall, in all respects, be liable in the same "manner and to the same extent as though such railway belonged to it, "subject to the laws of this State."

It will be observed that the only material difference in the two sections is that authority to sell, as well as lease, is given in the subsequent or amended

section, the liability of the "corporation operating the railway of another" being substantially the same in both.

Authority to sell not being given in the first section enacted while authority to lease was, authority to sell was rendered more questionable than prior to said enactment. This gives at once the reason for the amendment to the original section and the full significance thereof. The first section above quoted has been construed by our Supreme Court, and we think the con- struction not only sound but as applicable to section 1300 as to the one they were considering.

In *Treadway v. The C. & N. W. Ry Co.*, 21 Iowa, 351, in speaking of the legislative intent as found in section four (the original enact- ment) Dillon, J., delivering the opinion of the court, said: "As we view "it the primary object of this section was to authorize the directory of an "Iowa railroad company to lease their road to or make joint running ar- "rangement with any connecting road. Without this, the directors might "not have such power, or it might be questionable whether they would pos- "sess it." As incident to this extension of corporate power, and in consider- ation thereof, lessees were made liable to the *public* in all respects, in the same manner and to the same extent as though the railway belonged to them, subject to the laws of the State. There was no change or diminution of corporate charter duty or obligation as to vendor or lessor. There was an expansion of corporate power, and the consideration for the grant was the liability of purchasers and lessees. And all this expansion of corporate power and extension of corporate liability, "subject to the laws of the State." So, from the history of this simple section, and the judicial inter- pretation given it by our Supreme Court, it is most evident that it does not constitute a "consent of the legislature" to a corporation "to overturn the "relations which have been arranged between the corporation and the com- munity." On the contrary, a new party is admitted to the "relations which "the charter has arranged" between the selling or leasing corporation and the community on the condition that it will not only not overturn those rela- tions, but will see to it that they are fully maintained. *Campbell v. M. & C. R. R. Co.*, 22 Ohio R., 168, was a case somewhat similar in its facts to the one we are here considering. The respondent in that case, as in this, had acquired a portion of road constructed by another company under another charter; it bought it of a receiver under order of the court duly made in an action in court; and insisted that under the laws of Ohio it was entitled to operate the portion of the road thus acquired under and according to the terms of its own charter, and free from the provisions and conditions of the charter under which said road so acquired was constructed. The statute, the subject of construction in the case, certainly contained as broad a grant of power with less restriction and condition attached than section 1300. It provided as follows: "That any railroad company organized in pursuance "of law may lease or purchase any part or all of any railroad constructed "by any other railroad company, if such company's lines are continuous or connected."

The court held that the State could only confer right of eminent domain upon a railroad company upon the ground that when constructed its road should become a public highway, and said that "we have no doubt as to the "right of the public to use the road upon the terms secured by the charter "so long as it remains a public highway, unless the legislature shall clearly "declare its intention to the contrary."

The court went on to show that the legislature, under the statute, did not intend that the purchased road should be operated under the charter of the purchasing company, but that the duties and obligations of the purchasing company in its conduct of the purchased road, were to be found in the charter of the constructing company, and in this connection said: "If "it be that the restrictions imposed by the charter of a railroad company "* * * is a limitation upon the private property therein, then "it is quite clear that by a sale of the road, no greater rights therein can "pass to the vendee than were owned by the vendor."

If, then, the authorities we have cited with reference to respondent's liability to the public, be the law, respondent is liable, in all respects, in the same manner and to the same extent in its operation of said road as would be the original Central Railroad Company of Iowa was it still in the management of said road. But there is another sufficient reason, as we view it, why respondent is legally bound to operate said road as constructed, so far as constructed, and subject to all the obligations and burdens imposed by the charter and statutory contracts of the constructing company. Its charter obligates it to do so. The Central Iowa Railway Company was organized May 15, 1879, under the general laws of this State.

Article I provides that the company "shall be entitled to all the privileges, "exemptions, and benefits of like corporations, and shall have all the pow-"ers, rights, and franchises now or hereafter authorized by the laws of Iowa "relative to railroad, transportation, telegraph, and warehouse companies."

Article II declares "the object of this corporation shall be to acquire, con-"struct, equip, maintain, and operate a railway from the north to the south "line of the State of Iowa, embracing the present road and property, both real "and personal, of the Central Railroad Company of Iowa, subject to the first "mortgage," etc. In consideration of the powers, rights, immunities, etc., enumerated in Art. I, the corporation must do and perform all the acts enumerated in Art. II. Such is the contract as found in the charter and the laws of the State.

The authorities, as we have already seen, sustain this proposition.

It is clear, then, that respondent is legally obligated to operate the Central Railroad as a continuous line between its points of *termini*, in accordance with the terms of its own charter.

But, says respondent, we have rented that portion of our road between Manly Junction and Northwood, and cannot, therefore, operate it.

This brings us to the consideration of the power of respondent to execute such a lease, and we unhesitatingly declare that it has no such power. Respondent cannot lawfully convey to an other corporation the right to the

exclusive use of a portion of its road. The statute only provides for leasing the road.

The statute contemplates such a sale or lease as will put vendee or lessee, as the case may be, in a position to carry out fully the objects of the charter under which the road was constructed. It is such a sale or lease only that is "subject to the laws of this State." Section 1300, which is relied upon by respondent as authority, has already been considered. We do not think it gives such authority. It is incumbent on respondent to operate the road as a continuous line according to the usual methods of operating like roads, and any contract it makes which precludes it from the performance of such duties is beyond the scope of its power and void. The abandonment of trains on the road in question between Manly Junction and Northwood is a practical abandonment of that portion of the road, and is in violation of its charter duties and contrary to law.

We decide, therefore, that respondent is under legal obligation to "equip, "maintain, and operate" that portion of its road between Manly Junction and Northwood, and to so equip, maintain, and operate it as a part of and in connection with its entire and continuous line between its points of *termini*, as provided in the charter under which said road was constructed, as well as in accordance with its own charter articles and the laws of the State, and that a failure of respondent to so equip, maintain, and operate said portion of road, and its entire road, is a violation of its charter duties and obligations and contrary to law.

The Commissioners, therefore, recommend that the Central Iowa Railway Company, respondent herein, resume the operation of that portion of its road between Manly Junction and Northwood, in accordance with this decision, and that it do so within a reasonable time.

Des Moines, Iowa, February 15, 1883.

C. A. HORNADAY, UNIONVILLE, IOWA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.*
} *Damages.*

Filed, April 14, 1882.

UNIONVILLE, IOWA, April 8, 1882.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In January, 1880, I had two car loads of lumber shipped from Muscatine on the Chicago, Rock Island & Pacific Railway. The cars were billed for Udell spur or switch, five miles west of Unionville, and when the train came through Unionville, the conductor had the cars left there and the station master would not have them moved. I paid the freight on the cars from Muscatine to Udell Switch, and had to haul the two car loads from Unionville to the switch at a cost of $25.

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I wish to call your attention to this for its nothing but swindling. Can you do anything for me? If you can I will take it as a favor.

C. A. HORNADAY.

DECISION OF THE COMMISSIONERS.

In the matter of the complaint of C. A. Hornaday, against the Chicago, Rock Island & Pacific Railway Company, the Board find that the shipping order of Messrs. Musser & Co., under date of January 25, 1880, for the two cars of lumber, number 1651 and 215, were billed to Mrs. Hornaday, Udell Spur, Iowa, *via* Unionville, Iowa. The way-bills were from Muscatine to Unionville, the rate, 26,000 pounds, 12½ cents, $32.50 each. Mr. Warfield, the station agent of the company, states that Udell Spur was not a billing station, there being no freight agent there, and the freight charges unpaid he billed the cars as usual to the nearest station. The president of the Railway Company states that Udell Spur is a plug switch o siding, connected at only one end, and was put in solely for the convenience of operating the road, as freight trains bound east were often obliged to take part of their trains to this siding and return for the balance.

It is situated four and one half miles west of Unionville, and two miles east of Sharon. The company have never regarded it as a station, have no agent, no rates, and have not way-billed to or from it.

Complainant must be mistaken in his statement of April 17th, when he asserts that the rate to Udell Spur was $32.50, which is the rate to Unionville. The President admits that the division superintendent has, at the particular request of farmers living near the switch, left cars there to be loaded, charging for them Unionville rates, but if this is to be construed into discrimination or cause for complaint, will see that in future no cars are left there for the purpose. The grades from Udell Spur being favorable the officers of the road had been disposed to accommodate parties living in the vicinity who were desirous of shipping east.

Under the circumstances the Commissioners are of the opinion that the complainant has no cause for complaint, or claim against the Chicago, Rock Island & Pacific Railway for damages.

Des Moines, May 12, 1882.

OTTUMWA IRON WORKS, OTTUMWA, IOWA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.*
} *Application for special rates.*

Filed, April 14, 1882.

OTTUMWA, IOWA, April 13, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—Enclosed we hand you reply just received to our application for rates. We suppose this is every way right and just as it should be. If you have any suggestions we should be glad to hear from you.

Yours truly,

OTTUMWA IRON WORKS.
By J. T. HACKWORTH.

OFFICE OF THE GENERAL FREIGHT AGENT OF CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.
CHICAGO, April 12, 1882.

OTTUMWA IRON WORKS, *Ottumwa, Iowa:*

GENTLEMEN—Replying to yours of 11th for rates on coke, iron, etc., Chicago to Ottumwa, would say that we are not taking freight to Ottumwa from Chicago proper, having abandoned that territory to the Wabash and Chicago, Burlington & Quincy Railroads.

Yours truly,

W. M. SAGE, *General Freight Agent.*

CHICAGO, April 24, 1882.

MR. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your favor of the 14th inst., I cannot learn that our freight agents have refused to take freight from Chicago to Ottumwa, or *vice versa*, except in one or two instances where instructions have been misunderstood, but we have refused to name special or reduced rates between the above named points, being well assured that such action would tend to a demoralization of rates at many other points. Our line from Ottumwa to Chicago is twenty-five miles longer *via* Eldon, and fifty-two miles *via* Oskaloosa than the road *via* Burlington, and we have not worked for freight at rates that will afford us no profit. But I will guarantee any shipper can forward by the C., R. I. & P. R'y at the tariff rates as published from time to time by the general freight agent. I inclose copy of a letter from that officer, giving rates to Ottumwa, and stating how the letter to which you refer came to be written. Respectfully yours,

HUGH RIDDLE, *President.*

CHICAGO, April 22, 1882.

HUGH RIDDLE, ESQ., *President, Chicago:*

DEAR SIR—Herewith I beg to return Mr. Secretary Morgan's letter of April 14th.

During my absence I find a letter was addressed to me by the Ottumwa Iron Works, asking for rates from Chicago to Ottumwa on coal, bar-iron, pig-lead, etc. It was replied to in my name by a clerk who had but recently come into my office, and the reply made by him was not in accordance with our policy. Our published rates, Chicago to Ottumwa are: First class, 75 cents; second class, 65 cents; third class, 55 cents; fourth class, 40 cents. Class A, 35½ cents; class B, 30½ cents; class C, 27½ cents; class D, 25 cents.

The C., B. & Q., being a shorter and more direct route quote: First class, 70 cents; second class, 60 cents; third class, 50 cents, and fourth class, 29 cents. Class A, 34 cents; class B, 29 cents; class C, 24 cents; class D, 24 cents.

This virtually has heretofore given the C., B. & Q. and Wabash the business. Our rates to Ottumwa, however, are no higher than we charge to the station nine miles further west. I regret that my clerk, through inexperience, worded the letter in such a manner as would lead our patrons to infer that we refused the business. We do not refuse the business, but we claim tariff rates, and I have written to the Ottumwa Iron Works explaining the mistake in my letter of April 12th.

Trusting this explanation will be satisfactory to Mr. Morgan, I remain yours truly,

W. M. SAGE, *General Freight Agent.*

DES MOINES, IOWA, April 26, 1882.

OTTUMWA IRON WORKS, *Ottumwa, Iowa:*

GENTLEMEN—Referring again to your letter of 13th, in relation to your application for rates on freight over the Chicago, Rock Island & Pacific Railway, the president of the road states that his company never has refused freight from Ottumwa to Chicago; that his line is twenty-five miles longer than the Chicago, Burlington & Quincy Railroad, and giving Ottumwa the same relative rates that he does the other stations on his line, brings his figures slightly greater than those of the other lines.

This the Commissioners suppose the company has a right to do, if the officers think that reducing the rates to that of the shorter lines affords no profit on the business. The president says that the company has always been ready to carry freight at the published tariff rates.

By order of the Board.

E. G. MORGAN, *Secretary.*

ALBERT ROSA, WAUKON, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed May 2, 1882.

WAUKON, IOWA, May 1, 1882.

Railroad Commisssoners, Des Moines, Iowa:

GENTLEMEN—As a corn shipper from this point to Chicago, I feel grieved by reason of the discrimination in railroad tariff from my competing towns, as follows: Waukon to Chicago, twenty-one cents per 100 pounds; New Albin, seventeen cents per 100 pounds; Lansing, sixteen and one-half cents per 100 pounds. I have positive testimony from reliable men. I make this as a complaint against the Chicago, Milwaukee & St. Paul Railway Company, and would like to have you come and get the evidence as the duties of your office requires. I have shipped forty broad guage cars shelled corn since February 10th, and expect to ship sixty more before season is over. Two and a half cents per bushel is quite an item on sixty cars. Please write me at your earliest convenience, and I will expect you gentlemen to do your duty without delay. Yours truly,

ALBERT ROSA.

DECISION OF THE COMMISSIONERS.

The Chicago, Milwaukee & St. Paul Railway Company report to us that their rates from "Waukon to Chicago are 26 cents per 100 pounds; New "Albin to Chicago 22 cents per 100 pounds; Lansing to Chicago 22 cents "per 100 pounds; but in order to encourage the movement of coarse grains "they have made a concession of 5 cents per 100 pounds from the above "rates, applicable to all shipments of corn made, as follows: From Waukon "21 cents; New Albin 17; Lansing 17; these rates are in the interest of all "shippers at the points named." From this we understand that all shippers

at each of the three points are treated alike, and that the complaint is for discrimination between localities.

As we understand it New Albin is five miles further from, and Lansing five miles nearer to Chicago than Waukon; that they are both on the main line of what is known as the river road, and at these points the road competes with the Mississippi River for the carriage of grain. Waukon is on a narrow-gauge branch of the road twenty-three miles long, on which there is very little local business, and where the grades are very heavy, the elevation of the town being six hundred feet above the grade at the junction, some of the gradients being more than one hundred feet to the mile. The main line from Waukon Junction north, being very favorable in the line of gradients for the transportation of freight. It is true that the grades are with the freight in this case, but the haulage of cars for the grain up this elevation represents a very considerable expenditure of power.

The Board are of the opinion that, considering the situation, the branch, the grades, and the cost of break of bulk and transfer, that a difference of four cents per 100 pounds is not unjust discrimination; that the actual cost would probably be that much greater than from the more favored points mentioned.

Des Moines, Iowa, May 11, 1882.

WAUKON, IOWA, May 22, 1882.

Railroad Commissioners:

GENTLEMEN—Your decision in the case of A. Rosa against the C., M. & St. P. R'y, on discrimination, came duly to hand, and I would say in reply, I feel there has been a great injustice rendered against myself and Waukon. You speak in your decision of "competing with the Mississippi "River, and 600 feet of grade from the Junction to Waukon, and but little "local trade." I will say, in the first place, that Waukon has more railroad business than any other town in northeastern Iowa: viz., 300 cars hogs in a year; 275 cars corn; 175 oats, wheat, merchandise, agricultural implements, and everything in proportion. The cost of transfer on a bushel of corn is not ¼ cent per bushel. I do not understand the law and duties of your office—has the Mississippi River or grades to be taken into consideration? The question is, do they charge more from one point on their road than from another? The same distance is traveled to Chicago. Any rational mind ought to know that from 2½ to 3 cents per bushel is discrimination. It is not only destructive and ruinous to Waukon, but to all of its immediate vicinity. I cannot but think that a higher tribunal than your body will alleviate the suffering from this great evil. If your body will not do anything to remove this discrimination, I shall make a lengthy argument and put your decision in some of the leading papers in Iowa and show up to the people what a great nuisance and farce the creation of that body called "Commissioners" is. Why, sir, to show you the injustice of the railroad company, after shipping 45 cars of corn to Chicago, I requested of them a trip pass to Chicago and return, expressly to increase my corn business, and they would not give it to me. There are men in this town that never made the railroad company a dollar, and they have annual passes, but I care little for that. I desire the same rates so I can compete with my neighboring towns, and I have asked it of you, and know you have the power to grant it; and then you say to me in your decision, "we do not think four cents per "100 pounds is discrimination." I am of the opionin that the citizens of this community will raise $5,000 to test this matter in our tribunals.

I hope you will do me the courtesy to answer this soon, so I shall know in the near future what course the citizens will pursue in the matter.

Yours truly,

ALBERT ROSA.

DES MOINES, IOWA, May 24, 1882.

ALBERT ROSA, ESQ., *Waukon, Iowa:*

DEAR SIR—Your letter of May 22d received and contents noted. The Commissioners fear that they were not explicit enough in their decision to enable you to fully get their meaning.

That part of the river road between Waukon Junction and Lansing and New Albin is part of a through line of road from Minneapolis and St. Paul to Chicago, and also to St. Louis. The business of these two towns is assisted in paying cost of operation and interest on cost on that part of the main line by a percentage of the through business both ways. The road from Waukon Junction to Waukon gets almost its entire business from the western terminus, Waukon; the intermediate business being small.

They are pleased to note that the business of this terminus amounts to 750 cars, or an average of 2½ cars per day for 300 days in the year; but large as this business is, there may be some question whether it is sufficient to pay the interest on cost of construction and operating expenses of twenty-three miles of road. As regards the right of Waukon shippers to claim as low rates as are fixed at Lansing or New Albin, on the main line, located at an equal distance from the initial point of the railway in the east, there is a principle, recognized by the State legislature in passing the railroad act of 1874, known as the "Granger Law," that may be considered with interest. Roads were classified according to earnings, and the road earning the least was permitted to charge the most. Where first-class and fourth-class roads come into competition, the fourth-class road was not prohibited from lowering its rates to enable it to compete at points of conjunction, although at points nearer market than the points where it crossed its more powerful rival, it was by the terms of the law authorized to charge more than for the longer haul from the junction.

Minimum rates have never been established in Iowa. Your main line passing Lansing and New Albin competes with the Mississippi River. If it keeps up its rates it will get no business, as the fourth-class road would have got none when it crossed the first-class road if it had kept up its rates to the legal limit. The lowering of the rates at Lansing and New Albin affects your business at Waukon. The Board can help you in one of two ways, provided their jurisdiction in inter-State hauls is recognized. They can ask the lowering of the rate at Waukon if they are able to show that it is too much for the service, or they can ask the raising of the rate at Lansing and New Albin, which, were it conceded, would bring into prominence a troop of new grievances worse than this one.

Their decision was that the rate was not too high from Waukon, all things considered.

If the conditions were alike at Waukon, Lansing, and New Albin, the Commissioners would insist on like rates for similar shipments. The complaint that a through line in competition with water transportation gives lower rates than you get, is kindred to complaints everywhere on our continent and beyond it. In early days of railroading, the question relative to rates was whether they were below the wagon; later it was, what will the product bear?

The Commissioners inquire into the cost of the service, and in your case think the cost is less on the main line. Had they power to prevent the lowering of rates, they would do injustice to New Albin and Lansing should they try to prevent those points from getting transportation as low as the carrier thinks it can be done for. You say, "I do not understand that the "duties of your office has 'Mississippi River' or 'grades' to be taken into "account." "The question is, do they charge more from one point on their "road than from another, the same distance from Chicago?" This is not quite the question, but it is, do they charge more from a point on a branch road than from a point on the main line, the distance being about the same, but other conditions not the same. We think we should consider every factor bearing upon transportation, and in trying to eliminate one evil take care not to call two into existence. If they deny the competition of the main line with the Mississippi River, they refuse it a business that brings money into the general treasury of the company and justifies it in higher general charges to all points. If they decline to consider "grades," they get away from the cost of the service, and abandon a principle that is their only basis of reasoning.

The Commissioners would be pleased to have the question of discrimination in your case reviewed by the courts and also before the broader tribunal of public opinion—through the press, as you suggest. There is much to be learned on this subject, and a full and complete discussion cannot fail to be of value to the people of the State.

By order of the Board,

E. G. MORGAN, *Secretary.*

N. B. MOORE, CLARINDA, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*

Failure to comply with section 1288, Code of 1873.

Filed, May 5, 1882.

CLARINDA, IOWA, April 18, 1882.

HON. A. R. ANDERSON:

DEAR SIR—I desire to call the attention of the Railroad Commissioners to a matter, hoping through them to get the question settled. The Nodaway Valley branch of the Chicago, Burlington & Quincy Railroad, running south

from Clarinda, crosses a public highway running east and west on the line dividing section 18, in township 67, range 36 west, Page county. When the railroad was built this highway had not been established; but since the construction of the railroad the highway has been established and opened. The railroad company refuses to put in a crossing and cattle-guards. The road is a very important one to a large section of the country; it crosses the Nodaway, which has been well bridged. There is no way to cross except on this bridge, except by going south three or north four miles. The crossing is one mile west of Morsman, and a large amount of travel so far, by sufferance of myself and Mr. Henry Kunkel, who owned the land through which both the highway and the railroad runs, the travel has gone through our farms, with opening and closing of gates. This has been suffered now for two years, and we cannot afford to watch gates, etc.

I do not believe that the position of the railroad is well taken, that, as the highway has been established since the railroad was constructed, they are under no obligations, etc.

I think if you will call their attention to the matter they will build it. If they will not, and the roadmaster has the crossing and cattle guards built can the cost be recovered? Please let me hear from you.

Yours truly,

N. B. MOORE.

P. S. I write at the instance of road supervisor, township trustees, and for myself.

N. B. M.

[A copy of this complaint was sent to Thos. J. Potter, general manager Chicago, Burlington & Quincy Raiload Company, on May 5th, who replied that he would have the matter investigated immediately.]

CHICAGO, May 13, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to yours of the 5th inst., with copy of communication from N. B. Moore, of Clarinda, Iowa, about a crossing being established on our Nodaway Valley Branch, in Sec. 18, Tp. 67, R. 36 west, will say: Our superintendent of the Iowa Division reports that the matter has been under investigation, and says he finds the crossing was located some time ago but never opened. He has now given directions to have the crossing put in as early as possible.

Yours, truly,

T. J. POTTER, *3d V. P. and Gen. Man.*

[May 16th the substance of Mr. Potter's letter was sent to Mr. Moore at Clarinda, and on July 19th the Secretary again wrote to Mr. Moore asking if the crossing was put in, and on July 22d Mr. Moore sent the following reply:]

CLARINDA, IOWA, July 22, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Your favor of the 19th received, making inquiry whether crossing in 18, 67, 36, had been put in. It has not. The road hauled some dirt and unloaded, but have not placed it. There is also a large ditch on each side of the road, made by the road in throwing up dirt for the track, tha cannot be crossed. When the railroad was constructed a cattle-guard wa made; this is in the highway in the center of it, and the earth unloaded filled this up so that my pastures are thrown open, and I am powerless to remedy it, and it is compelling me to herd my cattle in my own pasture; that is there are no cattle-guards and the stock can go into the highway at any time, unless I guard the gap—100 feet wide. I could build the fence but

I cannot fence the track. The parties on the other side are suffering the same inconvenience. I am now at an expense of a man to herd, by reason of it. I trust you will understand the situation. The highway is on the line and takes thirty feet each side. When the railroad was built, all that was necessary was the cattle guard which they put in. The opening of the highway rendered two guards necessary. They have not built these guards and one they have filled up, so I cannot remedy the fencing in any way.

Yours truly,

N. B. MOORE.

[On July 25th a copy of the preceding letter of Mr. Moore, was sent to General Manager Potter, asking why the matter had not been attended to. August 7th Mr. Potter wrote the Board that he was at first mistaken about the crossing, but that the crossing had now been changed as Mr. Moore desired, and that the latter had expressed his approval of the same. On August 12th, Mr. Moore wrote the Secretary that the matter was now satisfactorily arranged, which closed the case.]

MICHAEL HAYES, WASHINGTON, IOWA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed, May 8, 1882.

WASHINGTON, IOWA, May 5, 1882.

To the Hon. Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am the owner of a warehouse in this city and was engaged in buying and shipping grain, and doing a general forwarding business. There were then, and are now, two other establishments shipping grain from this city. The Chicago, Rock Island & Pacific Railway Company being the only company that own a road here refused to let me have cars to ship grain in, and, also, refuse to let any cars be loaded at my house by other parties, thus discriminating against myself and patrons, and in favor of the other shippers. No cause has ever been assigned why I should not load cars at my house, except that when cars were loading or standing in front of my house they were in the way of the other two houses that were in the rear of those at my place. I have suffered a severe loss of money as well as having my business destroyed and my house standing idle, by the injustice of the railroad company. Can you suggest or point out a remedy for me?

Yours truly,

MICHAEL HAYES.

DES MOINES, IOWA, May 10, 1882.

MICHAEL HAYES, ESQ., *Washington, Iowa:*

DEAR SIR—I am in receipt of your favor of the 5th, complaining that the C., R. I. & P. R'y Co., have discriminated against you by refusing to furnish you cars for shipping grain, and also in permitting cars to be loaded at your house by other parties. A copy of your letter has been sent to the president of the C., R. I. & P. R'y Co., and as soon as his answer is returned the Commissioners will write you.

Very respectfully yours,

E. G. MORGAN, *Secretary.*

DES MOINES, Iowa, May 11, 1882.

HUGH RIDDLE, ESQ., *Pres't C., R. I. & P. R'y Co., Chicago, Illinois:*

DEAR SIR—A complaint, of which the following is a copy, has been received by the Board, and is forwarded to you for examination and such explanation as your company may see fit to offer. [Here was inclosed a copy of Mr. Hayes' complaint.]

Very respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, May 19, 1882.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa:*

DEAR SIR—The inclosed correspondence submitted herewith has reference to complaint of Michael Hayes, sent from your office May 11th. Mr. Harvey has been the agent of this company at Washington for fifteen years or more, and is entirely reliable and truthful.

The building referred to I have seen during the present week It is a rough board shanty-like enclosure black with age and totally unfit for the storage of grain, in short not worth $50, and I confess to some impatience when I think of the valuable time lost in investigating a claim like this, which is not founded on truth or reason.

Respectfully yours,

HUGH RIDDLE, *President.*

WASHINGTON, IOWA, May 16, 1882.

G. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—In reply to your inquiry regarding the subject of the accompanying letter, would say, that Mr. Hayes' "Warehouse" is an old dilapidated board building, which appears to me to be ready to fall down on the slightest provocation. It stands immediately east from Mr. Blair's elevator, and is used at present partly as a carpenter shop and partly as a store-house. Some years ago it was used as a commission store-house, the lessees taking our unclaimed freight in store, and if I recollect aright dealing in grain in a small way. They subsequently gave up the business, it proving to be unprofitable. Since then it has been used occasionally by our regular elevator men as a store-house for grass seed, etc., and also as a carpenter shop. Some years ago some parties, I do not recollect who, desired to rent for the purpose of dealing in grain, and asked if we could furnish cars at the building. On referring the matter to Mr. Kimball, who was at that time superintendent of this division, he said that he did not wish to encourage the building of a lot of small houses which the owners might call elevators, and expect the company to build side-tracks to and furnish cars at them, but preferred that established elevators should do the business, as there was capacity enough among them to handle all the grain offered. I make this statement from memory, and as several years have passed since, I may be at fault verbally, but believe the spirit of it to be correct. Since then there has been no application made for cars to be furnished to do a regular business, but occasionally parties having goods stored there, requested a car put there to load in, and with such request we have invariably complied. Mr. Hayes cannot justly complain of the building standing empty, as he has had several opportunities to rent it to men doing business here and which offers he has refused.

The building is so situated that two cars will barely stand between it and the frog on main track, and on one occasion cars after being loaded were pushed east so as to obstruct it. In conclusion, I would say that Mr. Hayes is one of those men—happily few—who think that railroads are a curse to

the country, and that the world and its inhabitants would be much better without them. Still he seems to want some cars.

I am respectfully yours,

A. HARVEY, *Agent.*

P. S.—Mr. Hayes is a farmer, does not live in town, and has never been engaged in the grain business personally to my knowledge.

A. H.

WASHINGTON, IOWA, May 17, 1882.

G. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—Since writing you yesterday relative to Mr. Hayes's warehouse, it has been recalled to my memory that on the occasion of Mr. Kimball's conversation referred to in my letter, he offered to furnish cars at the building, if they would move it fifty feet further west or pay the expense of extending the track further east, so as to make it safe in placing cars there.

Respectfully yours,

A. HARVEY, *Agent.*

TRENTON, May 17, 1882.

A. HARVEY, *Agent, Washington, Iowa:*

DEAR SIR—Your letter herewith is full, interesting, and doubtless true, still I am compelled to ask, has Mr. Hayes, having grain in his building to ship, asked for cars and been refused?

Yours truly,

GEO. F. WALKER.

WASHINGTON, IOWA, May 17, 1882.

GEO. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—No, sir! there is no grain in his building now, nor has there been for years, that I am aware of; and at any time that there was grain in it for shipment we have furnished cars for its shipment. This matter has been stirred up by Mr. Frank Martin, who is a son-in-law of Mr. Hayes, and lately a section foreman for this company. He proposes, I understand, using the warehouse and dealing in grain, etc., in a small way, provided he can be assured of being supplied with cars at the building when he wants them, and has taken this means to attain his ends. He has made no request from me, or in fact has he spoken to me at all in relation to the matter. I learn the above from other parties.

I am respectfully yours,

A. HARVEY, *Agent.*

DES MOINES, IOWA, May 24, 1882.

MICHAEL HAYES, ESQ., *Washington, Iowa:*

DEAR SIR—The Commissioners understand you to assert in your complaint that, having grain in your building to ship, you have asked the Chicago, Rock Island & Pacific Railway Company for cars to ship it in, and have been refused.

The company denies this point blank, and positively, and further say that "there is no grain in your building now, nor has there been for years that "they are aware of, and at any time there was grain in it for shipment, they "have furnished the cars for its shipment."

Please furnish the Board proof, by affidavit or otherwise, of the truth of your statement, and fortify your position thoroughly, as the Board will give the company an opportunity to rebut your evidence.

By order of the Board,

E. G. MORGAN, *Secretary.*

WASHINGTON, IOWA, May 26, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of 24th inst. received. Will forward to you evidence in detail soon as I can do so,—the wet weather prevents my getting around.

Yours truly,

M. HAYES.

WASHINGTON, IOWA, May 29, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Mr. M. Hayes has just handed me your reply of the 24th inst. to his letter of the 5th inst., and he requests us to write you the facts which he can establish by proof against the Chicago, Rock Island & Pacific Railway Company.

That he owns a warehouse and grain-house along the track of the railroad, and has owned it for seventeen years. That up to about 1871, shipments were made from his house on that road, the company furnishing cars at the platform of the house for that purpose; that since that time (1871) the company has refused to furnish cars at the house for the purpose of shipping therefrom, though their track runs alongside the same to the other grain-houses. That it is true there is no grain in the house and has not been for some years, for the reason that the company refused to furnish cars to ship the same with, and he was compelled to shut up the house, as it was not so that it could be used for other purposes; that he and others to whom he has at times rented the house have applied for cars at different times, but have been refused. That some time in 1880 he made arrangements with S. M. Lewis to occupy the house as a grain and warehouse, and he (Lewis) applied for cars at that time, and was refused, and he was obliged to abandon the house and throw up the lease. That he has had repeated opportunities to lease the house, and could have done so on favorable terms from 1871, but when it was learned no cars could be had at the house the parties declined to take it. That there has been no grain or goods in the house because no shipments could be made from it. The railroad track runs by the house to the other grain-houses and near enough to ship from the platform of the house. The company has claimed that the switch thus running by his house belonged to the proprietor of the other house, but it runs on the company's right of way.

All these matters can be established by proof, and Mr. Hayes wishes to know if under these facts, when proven, you can afford him the relief he has failed to get from the railroad company.

Respectfully yours,

H. & W. SCOFIELD.

DES MOINES, IOWA, May 31, 1882.

MESSRS. H. & W. SCOFIELD, *Washington, Iowa:*

Your letter of the 29th, in reference to Mr. Hayes's complaint with regard to warehouse on the side track at Washington, is received. From the tenor of your letter the Commissioners infer that no grain has been offered the

railway company for shipment from this warehouse since 1871. The company emphatically deny that they have ever refused to furnish cars to the owner or occupant of the warehouse when solicited for the purpose of loading grain in them.

The Commissioners hesitate to investigate a violation of law that dates back to a period seven years before the passage of the act creating the Board. If Mr. Hayes wishes to test this matter, they would suggest that he put grain in the house and ask for cars, and if refused, the Commissioners will endeavor to have the law complied with.

If the Commissioners are mistaken, and Mr. Lewis did offer the company grain for shipment and was refused cars, please establish this by affidavit or such other proof as you deem best, and they will give the matter immediate attention.

Very respectfully,

E. G. MORGAN, *Secretary.*

[No reply has been received to this letter.—*Sec.*]

S. K. BELLAMY & SONS, KNOXVILLE, IOWA, *Complainants,*
vs.
VARIOUS RAILWAY LINES.
} *Discrimination.*

Filed May 9, 1882.

The following letter on behalf of the Board was written regarding the cut rates that existed during the summer of 1882, at Des Moines. The Board treat the subject more fully in their report to the Governor. [*Secretary.*]

DES MOINES, IOWA, May 12, 1882.

MESSRS. S. K. BELLAMY & SONS, *Knoxville, Iowa:*

Your representations to the Board of Railroad Commissioners that your business as lumber dealers at Knoxville is seriously interfered with by the unusually low rates at Des Moines, are kindred to a class of cases under consideration. You are injured by rates at a competing point so low that you cannot ask the Chicago, Rock Island & Pacific Railway or the Chicago, Burlington & Quincy Railroad that haul for you to compete with them, as the rates you pay are reasonable. The evil in your case could only be prevented by the establishment of minimum rates, a proposition that is vigorously thrusting itself on the attention of all who make a study of transportation.

As we understand the law, congressional action is necessary to regulate the carriage of lumber from points outside of the State to points in Iowa. We do not hesitate, however, to remonstrate with a railroad company that charges too much on inter-State hauls, and are usually successful, but it is

a startling proposition to demand an increase—the only thing that would bring you relief in this case.

The extension of railroads is raising the same questions regarding Iowa merchants that brought about concurrent action among railroad companies east of the lakes. To prevent this very class of annoyances concurrent action through central boards of control have failed in regard to Eastern roads, and it is proposed by those boards to get federal sanction of their agreements.

Your complaint admonishes us that the volume of Iowa business has brought west the evils that affect merchants in the east, calling loudly for the interference both of State and federal power, the one relative to local, the other to inter-State commerce.

This Board will inquire into the condition of the present quarrel that causes the cut rates at Des Moines, injuring your business, and do all in its power to bring relief.

JAMES WILSON,
for the Commissioners.

J. L. BUDD, AMES, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Railway management.*

Filed May 12, 1882.

AMES, IOWA, May 9, 1882.

HON. JAMES WILSON:

MY DEAR SIR—Permit me to call your attention to a serious question relative to railway management.

Trees are perishable products. Knowing this the companies require freight to be guaranteed and the rates are double first class. If in bundles they are fixed I think still higher, yet they are just as subject to delay as stone or other imperishable products. Annually it gets worse, I sent out very many bundles of valuable experimental trees the current spring. In going to varied points in the State they averaged fourteen days to reach their destination, usually from fifty to one hundred miles. I have now before me a letter from W. J. Newell, of Pattersonville, Sioux county, I shipped him a very valuable collection of trees for experimental orchard, April 11, 1882. The bundle reached him April 29th. He visited the station from his farm a great number of times, and was there when they came in April 29th. I could give a hundred such cases. I find that the officials have no instructions in regard to perishable products, except in the case of stock. Could not a change be made. Yours with respect,

J. L. BUDD.

P. S.—This subject has been discussed in our horticultural societies for years past.

This letter was acknowledged May 12th, and on the same day the following was sent:

MARVIN HUGHITT, ESQ., *General Manager C. & N. W. R'y, Chicago, Ill.:*

DEAR SIR—A communication, of which the following is a copy, has been received at this office, and I am instructed by the Commissioners to forward to you, that you may have the same investigated and report to them the cause of long delay mentioned therein.

By order of the Board,

E. G. MORGAN, *Secretary.*

[With this was enclosed a copy of the complaint.]

CHICAGO, ILL., May 19, 1882.

DEAR SIR—I am to-day in receipt of your letter of the 12th instant, embodying a general complaint of delays in the the transportation of trees and nursery stock, by Mr. J. L. Budd, of Ames, Iowa. His complaint is so general in its character that there is little to investigate with a view to applying a remedy for the fault, if found to exist on our line of road. In the shipment especially referred to, to Patterson, on another line of railroad, I will cause an investigation to be made with the view of locating the detention. We aim to give all freight prompt dispatch, especially if it is of a perishable character.

Very truly,

M. HUGHITT.

MR. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa.*

CHICAGO, May 29, 1882.

E. G. MORGAN, *Secretary, etc., Des Moines:*

DEAR SIR—We find, on investigation, that the bundle of trees referred to in complaint of J. L. Budd, May 9th, was received by the Chicago & Northwestern Railway Co., on Wednesday, April 12th, and delivered to the Sioux City & Pacific Railroad Company, at Missouri Valley, on the morning of the 15th of April.

Yours truly,

M. HUGHITT.

DES MOINES, IOWA, June 1, 1882.

P. E. HALL, ESQ., *Gen'l Man. S. C. & P. R. R. Co., Cedar Rapids, Iowa:*

DEAR SIR—There is now on file in this office the complaint of J. L. Budd, of Ames, Iowa, stating "that on the 11th of April last, he shipped to W. J. "Newell, of Pattersonville, Sioux Co., Iowa, a valuable collection of orchard "trees; that they reached him April 29th, as Mr. Newell was at the depot "when they came in." He further says that he can give a hundred such cases. General Manager Hughitt, of the C. & N. W. R'y, has caused an investigation of the shipment over his road, and reports that the bundle of trees referred to were received by his company April 12th, and delivered to the S. C. & P. R. R. Co., on the morning of April 15th.

The Commissioners request that you trace them, and report when and to whom you delivered them.

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, June 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have investigated the matter of the complaint from J. L. Budd, stated in yours of June 1st, in regard to a bundle of fruit trees. So far as our line is concerned the facts are these: The trees were offered to us (but not delivered) on April 15th, 1882. Our company refused to receive these trees because the charges were neither guaranteed nor prepaid—this being the usual practice with our line, and all other railroads as far as I know, in regard to perishable property or property of uncertain value.

On the 19th of April the Chicago & Northwestern Railway guaranteed the charges, and on that day we received the bundle and forwarded it to Sioux City—on the 20th delivered the same to the Milwaukee & St. Paul Railway for transportation to destination.

Very truly yours,

P. E. HALL, *General Manager.*

DES MOINES, IOWA, June 22, 1882.

S. S. MERRILL, ESQ., *General Manager C., M. & St. P. R'y, Milwaukee, Wis.:*

DEAR SIR—There is now on file in this office the complaint of J. L. Budd, of Ames, Iowa, stating "that on the 11th of April last he shipped to W. J. "Newell, of Pattersonville, Sioux Co., Iowa, a valuable collection of orchard "trees; that they reached him April 29th, as Newell was at the depot when "they came in." He further says that he can give a hundred such cases.

The Commissioners have traced the bundle of trees from the C. & N. W. R'y to the S. C. & P. R. R., and from them to your road, and find they were delivered by the S. C. & P. R. R., to your company on the 20th of April at Sioux City, and they arrived at Pattersonville on the 29th, as stated by complainant.

If this is true is it not an unreasonable delay in the shipment of perishable property for which the railways charge double first-class rates? Please examine this case and report.

By order of the Board,

E. G. MORGAN, *Secretary.*

MILWAUKEE, WIS., July 6, 1882.

E. G. MORGAN, ESQ., *Secretary, Des Moines, Iowa:*

DEAR SIR—Yours of the 22d to Mr. Merrill, our general manager, has been referred to me for attention. The matter of J. L. Budd's complaint has been thoroughly investigated. We find that the bundle of trees was forwarded from Sioux City to Pattersonville on the morning of April 21, and that it reached Pattersonville the next day, the 22d, and was there unloaded ready for delivery.

It is customary with all railroad agents to notify consignee of the arrival of freight; though the law does not require us to do this, it is the business of a consignee expecting goods, to be ready to receive them on landing.

There is certainly some mistake about Mr. Newell's statement that the trees did not reach Pattersonville until April 29th, and that he was present when they arrived.

With regard to Mr. Budd's general complaint, I will say that the shipment of trees or nursery stock is always attended with more or less risk of losses by delay. It is a little singular that shippers who are so well aware of this, do not profit by experience and ship their freight by express.

We do the very best we can in handling small packages of this character. We do not as you well know, undertake to guarantee especially fast time on any commodity. Knowing as well as we do the liability to delay from accidents, we could not afford to undertake to guarantee special deliveries.

It is true that delays sometimes occur, and they are vexatious when they happen to be connected with perishable freight, as much so to us as to the owners of property.

I am very glad that Mr. Budd has given us an opportunity to point out to you in this case at least, just what a great many of these complaints amount to. The carrier has done his whole duty in this particular case, and the fault, if any, rests with Mr. Budd's consignee, so far as the evidence in our possession shows.

It will afford me pleasure to investigate every case of complaint that Mr. Budd has to make, and I hope that in future he will not allow an hundred cases or less, to pass unnoticed, but give us his complaints in the order that they arise. Unless this is done by our patrons we cannot of course, provide proper remedies.

Yours truly,

GEO. OLDS, *General Freight Agent.*

The Commissioners regret that this case failed, the facts not sustaining the complaint, as there are some questions arising in the transportation of trees and similar perishable property, where the rights and duties of the shipper and carrier should be more clearly defined than they seem to be.

MARSHALL & SON, CHARITON, IOWA, *Complainants,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Damages.*

Filed, May 25, 1882.

CHARITON, IOWA, May 22, 1882.

To the Honorable Board of Railroad Commissioners of Iowa:

GENTLEMEN—We present the following bill for loss and damage and statement of facts for your consideration, and for such action in the premises as may come within your jurisdiction.

On the 15th of June, 1881, and from that date until the 20th day of July, 1881, we delivered for shipment by refrigerator car to the Chicago, Burlington & Quincy Railroad Company, at Chariton, Iowa, four thousand three hundred and eighty-three (4,383) pounds of creamery butter. Said butter was of best quality in good condition and in good sound packages when delivered. The delivery was made as to time, and in accordance with the advertised time of said company to meet the refrigerator car at Chariton.

These several lots of butter were consigned to Roberts, Call & Company, of Boston, Mass., and in care of the Star Union Line at Chicago. These several lots of butter arrived in Boston in a damaged condition, and from the inclosed copy of a letter from Mr. Chandler, it appears that the damage occurred while the butter was in the care of the Chicago, Burlington & Quincy Railroad Company.

We have further proof that the Chicago, Burlington & Quincy Railroad Company is responsible for said damage, in the fact their refrigorator cars were often from ten to twelve hours behind time at Chariton, and that too, when the temperature was up among the ninety degrees. During these delays our butter set in the depot unprotected for hours, which melted and ruined it before it ever left their depot at Chariton.

Messrs. Roberts, Call & Company informed us that had our butter not been damaged on the road, it would have sold for from twenty-three to twenty-four cents per pound, whereas it sold at from fifteen to twenty cents, and by reason of its having been melted and slopped out of the tubs it shrank in weight 123 pounds. We charge the difference in price and shrinkage up to the railroad company, as follows:

Depreciation on return of sales of 1,712 pounds, at 3 cents	$ 51.36
Depreciation on return of sales of 1,898 pounds, at 8 cents	161.84
Depreciation on return of sales of 650 pounds, at 5 cents	32.50
Shrinkage in weight of 123 pounds, at 23 cents	28.29
Total loss to us	$ 273.99

Which makes two hundred and seventy-three dollars and ninety-nine cents of loss which we ask the Chicago, Burlington & Quincy Railway Company to pay.

In this bill we are simply asking just what our butter would have brought us if not damaged in shipping. The inclosed copy of Chandler's letter is in reply to a demand made on the Star Union Line, by the Chicago, Burlington & Quincy Railroad Company, and a few extracts from letters of Messrs. Roberts, Call & Company.

Very truly yours,
MARSHALL & SON.

[Copy.]

December 5, 1881. "Claim MARSHALL & SON."

E. P. RIPLEY, ESQ., *G. F. A., C., B. & Q. R. R.:*

DEAR SIR—We herewith return papers in claim of Marshall & Son for damages to butter by heat while in transit from Chariton to Chicago, and wish to call your attention to the following facts: In statement of claimant you will find that your refrigerator car which is run for the transportation of this class of property, was delayed in one instance from six to twelve hours, and the property was thereby obliged to lay in your depot at Chariton until the arrival of the car, and at a time when the themometer registered 100 degrees. You will also note that agent Slack's letter of October 12th, states that, "this car was not on number 8, on two or three occasions." The translation of which means that shipments of perishable freight were each time delayed until arrival of car on some other train.

One of these lots arrived in Chicago on July 5th, and as that was a holiday—the 4th coming on Sunday—there was no delivery made until July 6th, and you will note from copies of your expense bills attached, that these shipments with one exception (the shipment referred to was our first and reached Boston in good condition, and is not in our claim. Marshall & Son) were delivered to us in a damaged and heated condition. From the report of the weather bureau we find the temperature on the days in question, was as follows: July 5th, 70 to 92 degrees; July 6th, 66 to 83 degrees; July 16, 71 to 84 degrees; July 18th, 77 to 61 degrees; July 23d, 77 to 76 degrees; July 25th, 79 to 63 degrees.

There was also a rain of over two hours on July 6th, and as the weather was extremely cool for the season of the year, and the transfer wagons provided with covers, there was no possibility of damage during the short haul from your freight house to our depot. As further evidence of this statement we received by the *same trains* and *same loads* shipments of perishable property consigned to various parties in the east, *which were delicered to us in good order*, and were transported by us and delivered in good order at destination, a fact in itself that shows that the damage to property in question *occurred west of Chicago*. Upon receipt of these shipments at our depot, the packages were examined and receipted for in bad order, and receipts of drivers you refer to, are only slip receipts signed for so many packages and are not a receipt for the *condition* of the property. These shipments were loaded in the best refrigerator cars, fully iced and went through from Chicago in good time, and as no part of said damage occurred on our line, we decline to participate in the payment of this claim or any portion of it, for the good reasons given herein.

Yours truly,
W. W. CHANDLER.

EXTRACTS FROM MESSRS. ROBERTS, CALL & CO'S CORRESPONDENCE.

JUNE 30, 1881.

"We have not been able to place the second lot of butter yet, it is in such bad shape."

AUGUST 1, 1881.

"The fifteen tub lot which is just in, is in as bad condition as the other lots. It is too bad to have butter ruined just by the niggardly policy of your western roads * * *. The fall short, on weights, is on account of the butter being spilled out of tubs."

AUGUST, 1881.

"Butter would have sold for twenty-three and twenty-four cents if it had not been melted."

The foregoing complaint was received, filed, and acknowledged, May 25, 1882, and on same day a copy was mailed General Manager Potter, of the C., B. & Q. R. R., at Chicago, with a request that it be investigated at once, and a report made to the Commissioners. His reply was as follows:

CHICAGO, ILL., May 27, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have your favor of the 25th inst., in regard to complaint made by Marshall & Son, of Chariton, for damages on shipment of butter from Chariton to Boston.

We do not think this is a just claim, or that we ought to pay any portion of it.

The delay in getting a decision in this matter is on account of our freight department trying to ascertain if any damage occurred east of Chicago, and if so, whether eastern lines would pay anything, and the papers have been traveling about all winter for that purpose.

It is true that we advertised to run a refrigerator car on certain trains on the Iowa Division, but because the car failed to connect sometimes, or was late, is not a good reason for the claim; no shipper was justified in putting his butter into a hot freight house and not looking after it. Moreover, the butter was hauled through the streets of Chicago in wagons with the thermometer at 90 degrees and over.

Our agent in Chicago, makes the following statement: "There is one thing that Mr. Chandler seems to lose sight of, or ignore entirely, and on which this whole claim depends as I think— the time consumed by butter remaining in C., B. & Q. freight house, after being unloaded before being called for by Star Union teams, and who are at all times notified by telegraph; the time butter is on the teams in the street in the middle of the day in hot summer weather, and the time consumed after butter gets to Star Union Depot before it gets into refrigerator cars, and the fact that we hold these drivers receipts for these same lots of butter delivered to them in good order."

We do not deny but what there was some delay in handling this produce at Chariton, but I believe the law would not hold us responsible for delays that could not well be prevented. Our passenger trains are sometimes late at Chariton, and if Mr. Marshall's claim is good, then every passenger who

is delayed at Chariton, or any other point, would have as good claim for a bill of damages.

We have no desire to quibble or in any other way try to get out of paying just claims, but in this case we think there is no liability, or any good reason why we should pay it.

If the Commissioners are not satisfied with this explanation, I shall be glad to discuss the matter further if necessary.

Yours truly,

T. J. POTTER.

DES MOINES, IOWA, June 1, 1882.

THOS. J. POTTER, ESQ., *General Manager C., B. & Q. R. R., Chicago, Ill.:*

DEAR SIR—In your letter of May 27th you say: "That it is true that we "advertise to run a refrigerator car on certain trains on the Iowa Division, "but because the car fails to connect sometimes or was late, is not a good "reason for the claim. No shipper was justified in putting his butter in a "hot freight house and not looking after it."

The Commissioners are under the impression that there is a very grave question underlying this statement, that is, how far the company are liable for perishable property after advertising special cars running at stated times for moving it with safety, and for which high rates are properly charged, unless some provision is made at the station by which the freight can be protected from injury. The same question may possibly be raised in the case of delayed passenger trains as you suggest.

The Commissioners do not now refer to the measure of damages in either case, but would respectfully ask you to have your attorneys refer them to any text-books that treat on this matter, or any decisions involving principles that would cover both cases which they regard as analogous. If they are correctly informed the line of decisions do not fully agree with the position you assume.

By order of the Board,

E. G. MORGAN, *Secretary.*

CHICAGO, ILL., June 9, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 1st inst., about Commissioners not being satisfied as to the question of liability for perishable property after advertising special cars running at stated times, at hand.

I am advised that it is the general rule of law that a common carrier is not obliged to furnish extraordinary facilities for the preservation of property intrusted to it for transportation, for were the rule otherwise, there would be no limit to which demands would be made for facilities of all kinds. Should we refuse to receive property until it could be loaded and sent forward, great hardship to shippers would result. A shipper of perishable property is supposed to know the condition of the carrier's warehouse into which he puts his property to await the loading and departure of the train. The company is responsible only for reasonable diligence in running its trains, and although advertising to arrive at stations at a given time, is not liable for damages occasioned by reasonable delay of the trains. The circular referred to does not constitute a special contract with the shipper. Under the rule of law requiring the carrier to receive and deliver

goods at stated times, the shipper takes the chances of reasonable delays, which may be long enough to cause perishable freight to spoil. It is well settled in law that a passenger can maintain an action against a common carrier for unreasonable delay in the movement of a train, and the same rule of law holds good in the case of freight trains, but the common carrier will be held only to reasonable diligence in the moving of its trains; therefore, I am led to the conclusion that we are not obliged to furnish extraordinary facilities at our stations for the safety of perishable property until we can forward it.

The following cases are cited as bearing upon the rules above stated. Hutchinson on Carriers, section 328; Delaware Reports, Vol. 3, pages 176 and 123; *Vail v. Railroad Company*, 63 Mo., 230; *Wolf v. Railroad Company*, 43 Mo., 421; 1st Hilton, N. Y. Sup't Ct., 235.

The Commissioners speak of our properly charging higher rates on this perishable property. The fact of the matter is, refrigerator cars were run last year and iced at our expense at the same rate charged as if property was shipped in ordinary cars. The furnishing of refrigerator cars supplied with ice was a voluntary act upon our part, for which we received no extra compensation.

Yours truly,

T. J. POTTER.

CHARITON, IOWA, June 13, 1882.

Honorable Railroad Commissioners:

GENTLEMEN—We sent you sometime ago our claim against the Chicago, Burlington & Quincy Railroad Company for damages. We would like to know how you progress with the case. As an example of how their employes do business, their refrigerator car which passed through here going east last Wednesday, June 7th, on which we wished to ship, had only three (3) small chunks of ice in the boxes, one at one end and two at the other. These blocks of ice had been put in we suppose at Creston to keep the car cold to Ottumwa. The thermometer was up to about 75 or 80 degrees. Now such icing of cars will not keep butter.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 14, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your letter of the 13th received and contents noted. The subject of your complaint is being considered by the Board. Many questions arise in the treatment of this case that may involve consequences a great way beyond the case before them, and they propose if possible to make no mistake in the determination.

Please inform the Board whether the rates on refrigerator cars, for butter, eggs, or other perishable property, is higher than for the same property shipped in other cars.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, June 16, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—Yours of the 14th inst. is at hand. The rate on butter is the same on all cars. It is rated second class and is 75 cents per hundred pounds from Chariton to Chicago. They put the rate up just as high as itwill bear and prevent shipping by express.

We are aware that this is a peculiar case, and may be important as a precedent. But we think the main question is—is the railroad company liable for the damage? if they are, it seems to us that the case is one for the Board. It comes within the Iowa law, and within the jurisdiction of the courts. As to their liability: they hold out inducements to shippers, advertise to run refrigerator cars on certain days. They furnish their schedule of time to the shipper, and say they will be at a certain time at such and such stations. Shippers are induced by these offers on the part of the company to deliver on time at their depots perishable articles, eggs, butter, meat, etc., that they would not entrust to the hazards of common cars, or run the risk of shipping by common freight.

Instead of the refrigerator car being on time as scheduled, it is hours behind in the hottest weather. They receive these perishable articles and make us believe that they will go on the time scheduled. They do not notify us of any delay or of any danger. Besides they do not keep the refrigerator car cold, as the Star Union Company it seems found the butter in bad condition on its arrival at their depot. But the main, and probably all the damage was done here in the depot. Some of the butter remained from 12 o'clock at noon to about midnight—12 hours—in hottest days of July. No after care would remedy the damage, and little could be done to make it worse.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 14, 1882.

THOS. J. POTTER, ESQ., *Gen. Man. C., B. & Q. R. R., Chicago, Ill.:*

DEAR SIR—In a letter received from Marshall & Son, of Chariton, dated yesterday, they say, speaking of the C., B. & Q. road: "As an example of "how their employes do business: their refrigerator car which passed "through here going east last Wednesday, on which we wished to ship, had "only three small chunks of ice in the boxes, one at one end and two at the "other. These blocks of ice had been put in, we suppose, at Creston, to "keep the car cold to Ottumwa. The thermometer was up to 75 or 80 de-"grees. Now such icing of cars will not keep butter."

While this is not specially pertinent to the case before them, the Commissioners would be pleased to know whether this statement is true or not.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, June 15, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Will you please inform the Board whether you were notified when you delivered the butter that is the subject of investigation, that the train was delayed, and the length of time it was behind. What the Commissioners wish to learn is, whether you had such notice of the delay that you might have taken care of the butter.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, June 17, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—Yours of the 15th is just at hand. We were not notified of the delay of the car at any time, but were directed by the agent to have our butter at the depot promptly at 11 o'clock. We inquired of him on the delivery of the butter if the train would be on time. He said he could not tell. We asked if there was no way by which he could ascertain when the refrigerator car was delayed. He said there was no arrangement for that matter. The same is true this season. We were anxious to know whether the car would be on time before we delivered our butter, but we could never get any information in advance. If we could have done so, we would not have delivered our butter a great while in advance of the arrival of the car. Remember, their time here was at noon, the hottest part of the day, and it was important with us that the car should be on time. There is no way that we could have saved loss only in part. We might, if we had suspected a delay, delivered our butter at the station and waited until past time for the car, and hired our butter hauled back to the refrigerator. But in that case there was an uncertainty. The train might come in a few hours. Besides, it would be a very singular arrangement if we were compelled to haul our butter back and forth, three-fourths of a mile, through the hot sun upon the uncertainty of trains off of time, when the agent could not give us intelligence as to the matter.

On December 14th, in his reply to our complaint on the delay of the refrigerator car, Mr. Thos. Miller, second assistant general freight agent, says: "We regret the trouble that you experienced during the past summer in "your shipments *via* our line to the East, but we think that another season "the trouble of this *last season* will not be repeated, as we hope to run the "car on the advertised time in the future."

The fact is the company has never denied our loss nor the fact of their cars not being on time.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 22, 1882.

THOS. J. POTTER, ESQ., *General Manager Chicago, Burlington & Quincy Railroad, Chicago, Ill.:*

DEAR SIR—The Commissioners will go to Burlington on Tuesday, June 27th, so as to leave there on the morning of Wednesday, June 28th, for Chariton, to hear any testimony Messrs. Marshall & Son may desire to offer in support of their claim for damages against the Chicago, Burlington & Quincy Railroad Company for loss on butter shipped during 1881.

If your company desire to be represented at that time you can have an opportunity.

By order of the Board,

E. G. MORGAN, *Secretary.*

[A similar notice was on same day sent Messrs. Marshall & Son, which they acknowledged on the 24th.—*Secretary.*]

CHARITON, IOWA, June 28, 1882.

The Railroad Commissioners met at the Depot Hotel as they had previously notified the complainants and the railroad company, at two o'clock, P. M., when the following witnesses were produced, sworn, and testified as follows:

TESTIMONY OF R. J. MARSHALL.

R. J. Marshall, the partner and son of Marshall & Son, being duly sworn, says that between the 15th day of June and 20th day of July, 1881, his firm delivered for shipment to the Chicago, Burlington & Quincy Railroad Company 4,383 pounds of creamery butter, and that this butter was in good condition and good packages, and in every particular fitted for shipping. It was from its manufacture until it was brought to Chariton depot kept in a refrigerator room—a corner room with ice in it to keep the temperature low; this room has always kept our butter in good condition.

The first shipment on which we claim damage was June 15, 1881, the amount was fourteen tubs; the total weight was 760 pounds, the net weight or weight of butter was 662 pounds. The second shipment, made June 22d, on which we claim damage, was twenty-one tubs; gross, 1,128 pounds; net weight or weight of butter, 981 pounds. The third shipment was June 29th, 1881, twenty-three tubs; gross, 1,234 pounds; net, 1,073 pounds. The fourth shipment, July 13th, gross, 1,244 pounds; net weight, 1,076 pounds. The fifth shipment was July 20th; gross, 793 pounds; net, 688 pounds.

These shipments of butter were delivered to the company about eleven o'clock on the morning of the respective days before stated. The butter was delivered at that time by order of Mr. Slack, the agent of the Chicago, Burlington & Quincy road at Chariton.

The witness here introduced a printed circular of the railroad company for 1882, which he states, and it is admitted by Mr. Davenport, for the company, to be similar to that issued last year (hereto attached and marked exhibit "A").

All this butter was consigned to Roberts, Call & Co., Boston, Mass., in care of the Star Union Line, at Chicago. These lots of butter, all of them, as we were notified by the consignee, reached Boston in a damaged condition.

At the time of the shipment on the 29th of June, the train was late; my recollection is that it did not reach Chariton until about four in the afternoon; the car should have been here about twelve o'clock, M. At the time of shipment July 13th, the train was delayed until nine o'clock, A. M., of July 14th, a delay of twenty-one hours. Our butter in both of these cases stood in the depot until the arrival of the refrigerator car. The shipment of July 15th was loaded a little late; the other cars I know nothing about, as I had been in the habit of shipping by refrigerator cars on the Northwestern road, and had had no trouble before. This butter was consigned to the care of the Star Union Line, at Chicago. The shipment of June 29th, as I am informed by Mr. Chandler, Chicago agent of the Star Union Line, was delivered to them on the 6th day of July. This is the shipment that left Chariton about four P. M., on June 29th.

I affirm that the bill rendered in our complaint is a fair and equitable charge for the depreciation to the butter while in transit. The weights, as they were made at the creamery, of all this butter, was 4,480 pounds, and the Boston weight was 4,260 pounds. We allow for soakage one pound per tub. This allowance is the customary one, and our experience shows that it is about correct. We haul the butter to the depot, about three-quarters of a mile, in an open dray, protected with a canvass cover thrown over the tubs. It takes in the neighborhood of fifteen minutes to deliver it. I think, protected as this butter is, that this haulage would not affect the butter. When we get the butter to the depot we put it where the agent designates. When we made the last shipment of fifteen tubs, I staid and saw them loaded, and the butter was in good condition when put on the cars.

In reply to Commissioner Wilson, witness said he thought that the car should be iced twice or more between here and Chicago.

JOSEPH F. GRIFFIN,

being sworn, says: That about the middle of July, 1881, I saw Mr. Marshall's butter at the depot. There were quite a number of tubs. I saw them there in the afternoon and again on the next morning, between seven and nine o'clock. I think the butter was loaded about nine in the morning. The tubs were branded with the name of Chariton Creamery. I knew that they were Mr. Marshall's tubs. I think that several of the tubs had been upset, the butter had melted and run out upon the floor.

R. J. MARSHALL'S

testimony resumed: I have been running a creamery for over three years. I consider myself a judge of butter and know how to make it. Our shipments to Boston when uninjured brought the highest market price. Our advices from Denver show that our butter was of first quality (will furnish evidence of this from our customers).

On the two occasions that I have testified to the trains I know were late, for I inquired whether the train was on time. At one time I made the inquiry with the intention of taking my butter back if train was much delayed. On none of the occasions complained of was I able to find out from Mr. Slack, the agent, whether the train was on time or not. I was afterward informed, I think by Mr. Miller, general freight agent, that after the receipt of his letter the agent here would be notified whenever the train was late. Our practice has usually been to come up and give instructions for billing the butter before hauling it. On none of these occasions would I have sent the butter if I had known how late the train was, until the time the car could reach here.

I came with drayman once or twice with the butter, the other times I came before the dray. I do not remember that I ever had any notice from the company that the butter was received by them in bad condition, or that anything of that kind was noted on bill of lading. The total shrinkage was 220 pounds, after deducting 97 pounds for soakage. We claim a loss of 123 pounds for wastage in handling.

We pay freight, Chariton to Chicago, seventy-five cents per 100 pounds. There is no extra charge for shipping by refrigerator car.

ROBERT MARSHALL,

being duly sworn, says: That he is familiar with the facts stated by his son R. J. Marshall, and knows all the circumstances. That he has heard the testimony of R. J. Marshall, and also heard the same read, and that all the facts stated by him in the evidence taken to-day are true as he believes.

EXHIBIT "A." JUNE 5, 1882.

G. F. O. 882. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, GENERAL FREIGHT OFFCIE, REFRIGERATOR CARS, CHICAGO, May 25, 1882.

Commencing May 30, this company will run refrigerator cars, iced, and otherwise appointed exclusively for the transportation of butter, eggs, and cheese for the Chicago market, as follows:

Leave E. Nebraska City every Tuesday afternoon at 1.30, on train No 94; Red Oak at 6.50 P. M., on train No. 10; (Creston at 5.00 A. M., on Wednesday, on train No. 26); Ottumwa at 8.15 P. M., on train No. 20, and arrive at Chicago at 8.20 Thursday evening.

The above car will accommodate all points between E. Nebraska City and Red Oak, all stations on the Middle Division, and at Villisca and Albia, all points on the branches leading therefrom.

Leave Pacific Junction every Thursday morning at 5.40, on train No. 12; Creston at 4.00 P. M.; Ottumwa at 2.05, Friday morning; Burlington at 10.30 A. M., on train No. 40, arriving at Chicago 2.00 o'clock Saturday morning.

This car will receive butter, eggs, and cheese from any station on the east and west division of main line, and at Hastings, Creston, and Chariton, from stations on branches therefrom.

Leave Albany, Missouri, every Wednesday at 11.55 A. M., on train No. 46; Chariton at 12.50 A. M.; Thursday, on train No. 14; Ottumwa at 7.40 A. M.; Burlington at 6.40 Thursday evening, and arrive at Chicago Friday noon.

All consignments for delivery to connecting lines in Chicago, will be immediately transferred on arrival. City parties will be promptly notified.

Agents are requested to give particular notice to dealers of this arrangement for through iced refrigerator cars.

E. P. RIPLEY,
General Freight Agent, Chicago.

On the 30th day of June, 1882, a copy of the foregoing evidence as taken by the Commissioners, at Chariton, was mailed to T. J. Potter, General Manager of the C., B. & Q. R. R., at Chicago, Illinois, who acknowledged the receipt under date of July 3d.—[*Secretary.*]

CHICAGO, June 27, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Answering yours of the 14th instant wherein you quote from a letter of Marshall & Son, of Chariton, I have to say that prior to receipt of your favor we had discovered that on or about the date Messrs. Marshall & Son name a refrigerator car was taken from Creston to Ottumwa with inadequate supply of ice.

This was very early in the working of the line, when employes had not become sufficiently vigilant in noting the requirements of the car for excessively hot weather, and although an occasion of censure to them, we cannot regard it other than as one of the accidents that it is difficult always to avoid.

Yours truly,

T. J. POTTER.

CHICAGO, ILL., July 3, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I have yours of the 30th ultimo, transmitting the evidence taken before you at Chariton, in the matter of claim of Marshall & Son for damage occasioned to butter during transit in summer of 1881.

Mr. Slack, who was at that time our agent at Chariton, is now in St. Louis—we have communicated with him for evidence we think material to explain or rebut the statement of Messrs. Marshall & Son. After we receive information from Mr. Slack we expect to prepare a full statement of the case to lay before you, citing the evidence taken, as well as argument regarding our liability. Hoping you will grant us sufficient time for such purpose, I remain,

Very truly yours,

T. J. POTTER.

DES MOINES, IOWA, July 10, 1882.

T. J. POTTER, *Gen. Man. C., B. & Q. R. R., Chicago, Ill.:*

DEAR SIR—Your favor of July 3d came to hand in due season. In reply the Commissioners direct me to assure you that there is no objection to granting you ample time to get up your evidence and make the argument in the complaint of Marshall & Son v. C., B. & Q. R. R. Co.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, July 4, 1882.

Railroad Commissioners:

Below we have made a list of the shipments and the date of the delivery to the Star Union Line, at Chicago, as per W. W. Chandler's receipt enclosed, which gives the time between Chariton and Chicago delivering:

Shipped June 15, 1881, 14 tubs, 760 pounds, delivered June 18, 1881, equal to 3 days.

Shipped June 22, 1881, 21 tubs, 1,128 pounds, delivered June 25, 1881, equal to 3 days.

Shipped June 29, 1881, 23 tubs, 1,234 pounds, delivered July 5, 1881, equal to 6 days.

Shipped July 12, 1881, 24 tubs, 1,244 pounds, delivered July 16, 1881, equal to 3 days.

Shipped July 20, 1881, 15 tubs, 793 pounds, delivered July 23, 1881, equal to 3 days.

Each of the above shipments was delivered at the depot at Chariton on the date above given.

The dates above would indicate that each of the shipments, except that on the 29th, was three days on the road to Chicago. As the time at which the several shipments left Chariton varied from one hour to twenty-one hours in leaving Chariton, some may have arrived in Chicago in the morning, others through the day, and evidently the 23 tubs too late on Saturday evening to be transferred. While they all arrived in Chicago on Saturday, it does not prove that there was not much delay at the time of loading at Chariton.

We have sent to Boston for Roberts, Call & Co.'s evidence, and expect it in a few days.

MARSHALL & SON.

CHARITON, IOWA, July 11, 1882.

To the Honorable Board of Railroad Commissioners:

Enclosed we hand you the testimony of Mr. J. M. Call, of the firm of Roberts, Call & Co., Boston, Mass., which fully sustains our petition as to the claim for loss, and shows further that the Star Union Line was not accomplices in the loss after the butter came into their hands. Butter shipped from Ames, Iowa, at the same time, arrived in good order. We have written to W. H. Chandler, at Chicago, for further evidence, which we have not yet received.

Very truly yours,

MARSHALL & SON.

On July 13th the deposition of J. M. Call was received, filed, and acknowledged, and a copy sent T. J. Potter, general manager Chicago, Burlington & Quincy Railroad, Chicago, Ill.—[*Secretary.*]

"A."

Statement of account of sales of creamery butter, made by Roberts, Call & Co., of Boston, Mass., dated August 1, 1881:

MESSRS. MARSHALL & SON, *in account with* ROBERTS, CALL & CO., *Cr.*

By 38 tubs butter, 1,712 pounds, at 20 cents		$ 342.40
44 tubs butter, 1,898 pounds, at 15 cents		284.70
		$ 627.10
Charges:		
Paid freight 14 tubs butter	$ 11.80	
21 tubs butter	17.44	
23 tubs butter	18.52	
24 tubs butter	16.79	
Commission	31.35	$ 95.90
Net proceeds 82 tubs butter		$ 531.20

Copy of sale of 15 tubs, shipped July 20th, account sale August:

MESSRS. MARSHALL & SON, *in account with* ROBERTS, CALL & CO., *Cr.*

By sale of 15 tubs of butter, 650 pounds, at 18 cents		$ 117.00
Charges:		
Paid freight	$ 10.71	
Commission	5.85	$ 16.56
		$ 100.44

Messrs. Roberts, Call & Co., on making these entries, write that this butter would have sold for 23 to 24 cents if it had not been neglected in shipping.

MARSHALL & SON.

SUFFOLK, ss.

BOSTON, July 8, 1882.

Personally appeared before me John M. Call and makes oath that the answers given by him are correct to the best of his knowledge and belief, to the instrument herewith attached.

ASA JACOBS, JR.,
Justice of the Peace.

J. M. Call, of the firm of Roberts, Call & Co., Boston, Mass., makes answer to the following questions:

1. Please give the date on which you received the following lots of butter from Marshall & Son, of Chariton, Iowa; viz.,

a. The 14 tubs. Ans. June 24th, 1881.
b. The 21 tubs. Ans. June 30th, 1881.
c. The 23 tubs. Ans. July 14th, 1881.
d. The 24 tubs. Ans. July 23d, 1881.
e. The 15 tubs. Ans. July 29th, 1881.

2. Please state what was the condition of the 14 tubs when received by you from the Star Union Line.

Ans. It was hard, but showed signs of its previously being melted.

3. Please state the condition of the 21 tub lot when received by you.

Ans. The condition of the butter upon our receiving it was the same as answer given to question 2, *i. e.*, hard, but had been melted down, and butter slopped out and frozen on the sides of the tubs.

4. Please state the condition of the 23 tub lot when received by you.

Same as condition of lot 21, described in answer to question No. 3.

5. Please state what was the condition of the 24 tubs when received by you from the Star Union Line.

Condition same as described in answer to previous questions.

6. Please state the condition of the 15 tub lot when received by you.

The answer to question No. 3 covers the whole thing, as each lot was in pretty much the same condition when received by us.

7. Please state particularly whether any of said lots of butter were in a warm or melted condition at the time that they were delivered to your firm by the Star Union Co., and if so, state which lots and to what extent, etc.

Ans. Each lot when received from the Star Union Line was hard, and had been well taken care of by them; the butter evidently had been melted before it was transferred to the Star Union Line.

8. Please state what length of time that you have been engaged in handling and selling butter.

Ans. Fifteen years.

9. From your knowledge and experience in handling creamery butter, what effect does it have on a good article of creamery butter, to allow it to become melted at any time?

a. Quality: It reduces the quality to a baker's grade. *b.* Flavor: becomes oily and rancid. *c.* Its price: depends altogether upon the demand for that kind of goods.

10. You have handled the creamery butter of Marshall & Son at other times than the several lots above referred to; from your knowledge of their butter, what would the above lots of butter have sold at per pound if it had not been previously melted?

As near as we can can remember from 23 to 24 cents per pound.

11. What was the market price of the *best quality* of creamery butter *in Boston* at and during the times that you were trying to sell the above lots of butter?

Twenty-three and twenty-four cents per pound.

12. At the time that you received the above lots of butter, or any of them, did you receive consignments of butter from other parties shipped to you through the Star Union Line?

Ans. We did.

13. If you answer question 12 in the affirmative, state at what points the Star Union Line received said consignments, and what was the condition of the butter when delivered to your firm?

Ans. Butter was shipped from Ames, Iowa, received by the Star Union in Chicago, and received in excellent condition by us in Boston.

14. Please state what knowledge you may have of other parties in Boston receiving butter that had been previously melted and that had been delivered by the Chicago, Burlington & Quincy Railroad to the Star Union Line at Chicago.

Ans. We have no knowledge of the Chicago, Burlington & Quincy Railroad business in Boston with other parties; we are not in the railroad business.

15. If so, did said lots of butter have the appearance of having been *recently melted*, or were they in a warm or melted condition when received from the Star Union Line?

16. From your knowledge and experience in handling butter transported by the Star Union Line, have you had any reason to believe that said line did not keep their refrigerator cars sufficiently cool during the hottest weather, and in *particular* during June and July, 1881?

Ans. We have no such reason.

17. Please state if the copy of the returns of sales to Marshall & Son, hereunto attached and marked "A," is a correct copy of the original returns of the sales of the several lots of butter referred to in questions 1 and 2, and the true exhibit of the prices at which it sold, and the weights of the same at the time of the sale of said lots of butter by the said Roberts, Call & Co.

Ans. The copy of sales attached is correct.

18. Please state whether or not the butter had been slopped out of many of the tubs, which caused a heavy shrinkage in the weights of the same.

Ans. It had.

19. You may estimate the probable aggregate shrinkage by reason of the butter having been slopped out of the tubs while in transit.

Ans. Should say from one to two pounds to a tub.

EXHIBIT "A."

BOSTON, August 1, 1881.

MESSRS. MARSHALL & SON, *in account with* ROBERTS, CALL & CO., *Cr.*

By 82 tubs butter, 1,712 pounds, at 20 cents		$ 342.40
1,898 pounds, at 15 cents		284.70
		$ 627.10
Charges:		
Paid freight on 14 tubs	$ 11.80	
21 tubs	17.44	
23 tubs	18.52	
24 tubs	16.79	
Commission	31.35—$	95.90
		$ 531.20
By 15 tubs butter, 650 pounds, at 18 cents		$ 117.00
Charges:		
Paid freight	$ 10.70	
Commission	5.85—$	16.56
		$ 100.44

NOTE—Butter would have sold for 23 and 24 cents if it had not been melted.

ROBERTS, CALL & CO.

CHARITON, IOWA, July 20, 1882.

Honorable Board of Railroad Commissioners:

GENTLEMEN—Enclosed we hand you the testimony of an office employe of the Star Union Line in Chicago, which corroborates to some extent the letter of Mr. W. W. Chandler now on file. With this we rest our case. If the Chicago, Burlington & Quincy Railroad Company, introduced testimony touching points not covered by our testimony, we wish to have the privilege of rebutting it, but we think that so far as evidence goes you now have a pretty clear understanding of the facts. As to the shipment which laid in Chicago. Now had the car been on time at Chariton, it would undoubtedly have arrived at Chicago in time for transfer on Saturday. As the delay was caused by the Chicago, Burlington & Quincy Railroad Company, it was their duty to have taken care of the butter and not allowed it to be taken out of the refrigerator car until Tuesday, when it could be delivered.

We think that it is a principal of law that the Chicago, Burlington & Quincy Company were not justified in abandoning the butter, until it was delivered into the care of some one else, and that butter was not delivered to the teams of the Star Union Line until Tuesday—when it was receipted for—and until then the Chicago, Burlington & Quincy Company was bound to take care of it. They sought to avoid the matter by the receipts of the transfer line *teamsters*. Now teamsters are not expected to examine the condition of the contents of packages. If those teamsters had gone to work to knock off the lids of our tubs to see the condition of the contents, they would have been guilty of an unwarrantable act. They receipt for so many packages and agree to deliver it (inferencially) in as good condition as it is when they receive it. There is no claim that the butter was damaged in transfer from one depot to the other.

MARSHALL & SON.

OFFICE OF THE CHARITON CREAMERY,
CHARITON, IOWA, July 11, 1882.

W. W. CHANDLER, ESQ.:

DEAR SIR—We wrote you some time ago in reference to our loss last summer. We have not heard from you, we wanted some evidence from you. We want you to establish the fact that you were not to blame for the loss on the lot of butter that laid over in Chicago from the 3d to the 5th of July. The car was due at Chariton at 12 M. on the 29th of June, and did not arrive till 4 P. M. This is in proof. Now if you can show by *affidavits* that the car *arrived too late* on *Saturday* for you to *transfer the butter*, it makes a point. We wish all the evidence you can give that shows that your line was not responsible for that lot of butter laying at, or in the C., B. & Q. depot for two days and three nights. We have secured testimony which establishes the fact, that all of the butter was solid when delivered in Boston by your line. Now we want a statement from you as to the condition of the following lots of butter when received by your line. These lots had all been melted after we delivered them to the C., B. & Q.

Shipped by us June 15, 1882, 14 tubs.
Shipped by us June 22, 1882, 21 tubs.
Shipped by us June 29, 1882, 23 tubs.
Shipped by us July 13, 1882, 24 tubs.
Shipped by us July 20, 1882, 15 tubs.

The Commissioners receive *ex parte* testimony; all that is required is for you to *have all statements sworn to*. Please attend to this as soon as possible, as we wish to close this matter as soon as possible.

Very truly yours,

MARSHALL & SON.

STATE OF ILLINOIS, } ss
COUNTY OF COOK. }

Nathaniel E. Dillie being duly sworn says that he is an office employe of the Star Union Line; that in pursuit of his business duties he has had occasion to examine and has examined the original papers constituting the office records of his company, touching the consignments of butter mentioned in the letter of Marshall & Sons of July 11th, 1882, and hereto attached and marked "Exhibit A;" that all of said consignments save one were delivered to the Star Union Line in imperfect or damaged condition, and were so receipted for; that as to the shipment referred to in said "Exhibit A" as having lain in Chicago from the 3d to the 5th of July, deponent says, that said shipment arrived at the C., B. & Q. depot on the 3d of July too late for delivery on that day, and that the following day being a Sunday and the next a holiday, the property was not delivered to Star Union Line until the 6th day of July.

And this deponent, by way of explanation, further says that the above facts are extracted from correspondence heretofore had between the Star Union Line and the said railroad company, touching said shipments, and the said correspondence was based upon and substantiated by the orignal papers and copies of receipts pertaining thereto.

NATHANIEL E. DILLIE.

Subscribed and sworn to before me this 18th day of July, A. D. 1882.

[SEAL] EDGAR M. SNOW,
Notary Public.

STATE OF ILLINOIS, } ss
COOK COUNTY. }

I, E. F. C. Klokke, Clerk of the County Court of Cook county, the same being a court of record, do hereby certify that Edgar M. Snow, Esq., whose name is subscribed to the annexed jurat, was, at the time of signing the same, a Notary Public in and for Cook county, duly commissioned, sworn, and acting as such, and authorized to administer oaths; that I am well acquainted with his handwriting, and I verily believe that the signature to the said jurat is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court, at the city of Chicago, in said county, this 18th day of July, 1882.

E. F. C. KLOKKE,
[SEAL] *Clerk.*

DES MOINES, IOWA, July 21, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your letter of the 20th instant, with your "Exhibit A" and the accompanying affidavit of Nathaniel E. Dillie is at hand and the papers filed. As soon as the testimony of the respondent is filed in the case you will be notified and a copy forwarded you.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, July 21, 1882.

T. J. POTTER, Esq., *Gen. Man. C., B. & Q. R. R., Chicago, Illinois:*

DEAR SIR—With this I hand you copy of a letter received from Messrs. Marshall & Son, of Chariton, Iowa, under date of July 11, 1882, and marked "Exhibit A." Also the testimony of N. E. Dillie, an office employe of the Star Union Line, at Chicago, and dated July 18, 1882, which have been filed in this office by complainants, Marshall & Son, in support of their claim against your company.

Very respectfully,

E. G. MORGAN, *Secretary.*

This letter was acknowledged by Mr. Potter on the 22d of July, and on the 29th the affidavit of Mr. Dillie was returned by Mr. Potter, who wrote the Board that "Mr. Ripley is at present preparing his argument in the case, "which will be forwarded you as soon as it is completed."

CHARITON, IOWA, July 29, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—It appears to us that the C., B. & Q. R. R. Co. is using unnecessary delay in filing their testimony. It is now a month since the Commissioners were at Chariton. The company was present by attorney and heard the evidence. We understood by Mr. Davenport that the company did not deny that the loss was not sustained by us, but claimed that the Star Union Line was the party to blame. Why not send in the proof? The policy of railroad companies is to use every means to delay proceedings. We have been laboring with them for a year to get this matter adjusted. We put our

claim at the *actual loss*, which we think we have fully proven. They *know very well that the butter was damaged by the carelessness of their employes.*

Yours truly,

MARSHALL & SON.

DES MOINES, IOWA, August 3, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your favor of the 29th ultimo received, and I am instructed by the Commissioners to say that while they are as anxious as you to close the case, owing to the extensive interests involved they desire to give ample time to both sides to complete their testimony, after which the decision will be promptly rendered. Trusting that this will not discommode you, I am,

Very respectfully,

E. G. MORGAN, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, LAW } DEPARTMENT, BURLINGTON, IOWA, September 2, 1882. }

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—The case of Marshall & Son against this Company, pending before your Board, has been referred to me by our General Freight Agent. If you will kindly advise me of the wishes of the Board in regard to this case, I shall be glad to hold myself in readiness to comply.

Yours truly,

J. W. BLYTHE.

DES MOINES, IOWA, September 4, 1882.

J. W. BLYTHE, ESQ., *Attorney C., B. & Q. R. R. Co., Burlington, Iowa:*

DEAR SIR—Your letter of the 2d inst. received, and contents noted. The Board has no wishes in regard to the case of *Marshall & Son v. the C., B. & Q. R. R. Co.* On the twenty-eighth of June last, the Railroad Commissioners took testimony in the case at Chariton sufficient, if not controverted, to determine the case. The railroad company was represented by Messrs. Davenport & Moore. A copy of the testimony taken was duly forwarded to General Manager Potter, and the case has been held for more than two months to enable the company to trace the butter and show where the deterioration occurred, if not in their hands. The Commissioners have repeatedly asked the railroad company to forward any testimony they had that would contradict that taken, or change the liability, but as yet have received nothing. They are tired of waiting.

Respectfully,

E. G. MORGAN, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, LAW } DEPARTMENT, BURLINGTON, IOWA, September 6, 1882. }

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of the 4th inst. about the case of Marshall &

Son. I am aware that delays have already occurred in this case, which are much to be regretted, and perhaps may seem to the Board unreasonable.

I am sorry they have occurred, but I, personally, have not been responsible for them. I am advised by our General Freight Agent that this company will submit the question to the Board upon the evidence already taken, as this company does not regard the controversy as to the facts as being material in the case. It was believed by the company that the Commission would wish the presentation of some suggestions as to the law of the case, as it was supposed that the Commission, in the decision of the case, would regard the application of legal tests necessary; if, however, the Commission has decided the testimony taken at Chariton sufficient, if not controverted, to determine the case, it is probably unnecessary for me to ask for further hearing. In which case I beg to be informed of the decision of the Commission at as early a day as may suit its and your convenience.

I deem it proper to again suggest that if in the opinion of the Board, I can render any assistance in coming to a correct decision of this case, I shall be glad to put myself entirely at their service.

Yours truly,

J. W. BLYTHE.

DES MOINES, IOWA, September 8, 1882.

J. W. BLYTHE, ESQ., *Attorney C., B. & Q. R. R. Co., Burlington, Iowa:*

DEAR SIR—Your letter of the 6th inst. received. If you desire to furnish the Commissioners further authorities, or to make further argument in the case of *Marshall & Son v. The C., B. & Q. R. R. Co.*, please notify them by return mail, and they will keep the case open another week.

On the tenth of July last, I wrote Mr. Potter at the direction of the Commissioners, "that there was no objection to granting him ample time "to get up the evidence and make the argument in this case."

The Board feels that ample time has been furnished. Please to submit argument in writing. Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, September 9, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—In the affidavit of N. E. Dillie, he says: "All of said con- "signments save one were delivered to the Star Union Line in a damaged "condition." Was that "one" one of the packages you have asked the C., B. & Q. R. R. Co. to pay you for loss and damage?

By order of the Board,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, September 11, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commisssoners, Des Moines, Iowa:*

DEAR SIR—We suppose N. E. Dillie refers to the shipment made by us on the eighth of June, 1881, one week prior to the shipment of the fourteen tubs included in our bill for damages, and shipped on the fifteenth of June, 1881. The shipment of June 8th was thirteen tubs, and went through all right.

Enclosed we hand you copy of Messrs. Roberts, Call & Co.'s letter acknowledging the return of sales of said thirteen tubs, in which you will notice that they refer to the said "second lot" as being in bad condition.

Very truly yours,

MARSHALL & SON.

(Copy.)

BOSTON, June 30, 1881.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

Enclosed please find sale of first lot of butter, which we trust you will find satisfactory. We have not been able to place the second lot of butter yet, it is in such bad condition, but will endeavor to do our best on it to get you out. Yours truly,

[Signed] ROBERTS, CALL & CO.

(Telegram.)

BURLINGTON, IOWA, September 11, 1882.

MR. E. G. MORGAN, *Secretary:*

I will file argument in Marshall & Sons case by Thursday.

J. W. BLYTHE.

BURLINGTON, IOWA, September 12, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I inclose to you my argument in the case of Marshall & Son. I regret that the Board could not see their way clear to use oral argument in this case, as the time was very short for the preparation of written argument. Please inform me of the decision of the Board as soon as made.

Yours truly,

J. W. BLYTHE.

IN THE MATTER OF THE COMPLAINT OF MARSHALL & SONS, AGAINST THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, BEFORE THE HON. THE RAILROAD COMMISSIONERS.

This is a claim for damages on account of deterioration of butter in transit. The complainant alleges only one failure on the part of the company, *i. e.* "that their refrigerator cars were often from ten to twelve hours behind time at Chariton." This fact is not denied by the respondent, but it is denied by the respondent that this fact is sufficient to charge it with a liability for loss resulting from a *deterioration in quality* of the butter.

It is to be presumed that the honorable commissioners do not desire to impose upon the respondent any extra legal liability; nor in the decision of this case to apply any principle except those which a court of law would invoke to its aid in the solution of the questions presented, nor to add to the contract of the carrier. I shall, therefore, content myself with the argument of this case as though addressing a law court.

The undisputed facts of this case are, as shown by the testimony introduced by the complainant, that the respondent advertised that it would run a refrigerator car, iced and otherwise furnished, upon certain of its trains, arriving at Chariton at certain specified times, and that it would carry butter in this car without extra charge to the shippers. That pursuant to this advertisement the complainants took to the station of the respondent at various time certain lots of butter, and finding the trains late, left them in the respondent's warehouse, "with the thermometer in the 90," to await the arrival of the refrigerator car; by reason of which the butter melted and was reduced in quantity and impaired in quality, and the complainants damaged in the sum of $273.99. The respondent does not introduce any testimony,

coptroverting the testimony of the complainant, because it believes that conceding the truth of the complaint and the proof in support of it, the complainants have failed in their case.

The respondent, a railroad company, in its capacity of a common carrier, may be under obligations of two kinds to its patrons: First, those obligations which the law imposes upon each several contract it may make; and second, those obligations which it may expressly assume in any particular contract; or, in the words of the law, its contracts are either implied or expressed; and no recovery can be had against a carrier for loss to freight, unless upon a breach of the contract.

First. The respondent is under no *legal obligation* to furnish extraordinary facilities for the transportation of perishable property. This has been the universal decision of the law courts through a long line of contested cases, and is now thoroughly established. The transportation of such property is at the owners' risk, and the carrier is not in any sense an insurer of the *quality* of such goods when carried by him. See Hutchison on Carriers, Sec. 219, 220 and 221, with cases cited; Angell on Carriers, Sec. 210, *et seq.*; cases cited, *M. S. & N. I. R. R. vs. McDonough*, 21 Mich., 165.

The carrier did assume to insure the carriage and delivery of the property in question, in its identity; did agree to insure it against all accident, except the act of God and the public enemy, against fire, theft, and the casualties of the road; but it did not assume by any contract imposed, either by law, or its own expressed undertaking, to warrant the *quality* of the property, or to insure it against its natural decay, or from its inherent tendency to deterioration. See Edwards on Bailments, 2d Edition, Sec. 598; *Nelson v. Woodruff*, 2d Black, jr., (U. S. Supreme Court), 156.

"The carrier is not required to answer for losses of this kind, arising from the climate or the nature of the goods." *Clark v. Barnewell*, 12 Howard, 272.

Second. The respondent in this case was under no *contract obligations* with regard to furnishing refrigerator cars. The publishing of the circular to which the complainants refers, did not in any respect differ from any other advertisement which its business necessities might prompt. It had no single feature of a contract. There was no consideration; no mutuality; no accord. There was, consequently, no duty created. The complainant was not bound to ship a single pound of butter, and the respondent could not have been held in damages to the complainant, or anyone else, if it had never brought upon its line in Iowa, a single car of the kind advertised. See *Heirn v. McCaughn*, 32 Miss., 17; *Gordan v. R. R.*, 52 N. H., 596.

Any other rule than this would impose upon the carriers an unusual and extreme burden. If the advertisement by circular, by insertion in the papers, by distribution of schedules, amounts in every case to a contract, no amount of care will excuse the least variation. The breaking of an engine, the failure of a bridge, the exigencies of safety and comfort may not be considered; but at all times, and under all circumstances, the carrier is held to the rigid and exact performance of all that he has promised to try to do under the most favorable circumstances.

It is not denied by the respodent that it is under some obligations to try to run its trains according to its published schedule time. But the law in regard to this is satisfied by the use of ordinary diligence. Whether this degree of care has been exercised is, of course, a proper subject of inquiry. But the honorable Commissioners will bear in mind that the want of reasonable care must be established by the complainants. They do not even try to establish this, but content themselves in all their testimony, and even in the allegations of their complaint, with the bare statement that the refrigerator car did not arrive at the advertised time. The burden is on them to show the negligence, and in this they fail.

Third. The real contract, the contract actually made, was that the respondent would receive the butter, would transport it, and would deliver it to the consignee. This was actually performed. There is no pretense that the butter of any shipment was lost or stolen, or that respondent neglected it in shipment. The only claim is, that before it was loaded into the refrigator car at Chariton, its quality was impaired by reason of the heat. The whole claim is based upon the delay of the refrigerator cars in reaching Chariton.

The allegation is that "these cars were often ten or twelve hours behind time at Chariton." It is true that if respondent had contracted with the complainants to undertake the carriage of their goods at a particular time, the failure to have their refrigerator car promptly at the station would entitle the complainant to recover; but there is no proof of any such contract. The only pretense of anything of the kind is found in the printed circular before mentioned. That this did not amount to a contract has been already shown.

Fourth. But the respondents claim that the complainants cannot escape the consequences of their own negligence in this case.

The complainants knew that in the conduct of the business of a railroad delays are unavoidable. They were told by Mr. Slack that he could not inform them when the train would arrive. They "put the butter in the place designated by the agent," in the company's warehouse. They knew that no preparation had been made to protect it. They knew "the thermometer stood among the nineties, and knew that butter would melt. They went away and left it there to sit for "twenty-one hours," exposed to a heat which they knew would soon destroy their property. Yet their whole claim is based upon the loss which occured in the station at Chariton, and the complainants display an unusual impatience when it is suggested that a part of the loss might have occurred in transit through Chicago and over connecting lines east of Chicago.

The entire loss occurred in Chariton. The butter was hauled a distance of three-quarters of a mile to the station, upon an open dray, with the thermometer among the nineties; then stood in the freght house where no special preparation was made for its care, and where the respondent was not required by law, or by its contract, to make any such preparation, and when complainants knew no such preparation had, as a matter of fact, been made. It was subject to its owner's control; had never left that control; he could have, and should have, protected it, even at the expense of taking it away to a suitable place, and there keeping it until the arrival of the refrigerator car. The law clearly and positively imposed upon him the duty of reducing the resulting loss to the minimum, and though it were negligence on the part of the company to fail to have the car promptly at the station at the advertised time, for which negligence it would be liable to respond to the complainant, yet the complainants might have much reduced the measure of the liability.

Failure to do this is negligence, contributing directly to the loss, and on account of this the complainants have lost whatever right to a recovery they might have had. This is a principle so engrafted upon our law that I suppose I need not quote authorities. The doctrine is thoroughly established in the decisions of our own Supreme Court.

Fifth. The respondent was entitled to a reasonable time, after delivery of the property for carriage, before beginning the transportation. What is a reasonable time must depend upon the circumstances of each case. In this respect, also, the burden of proof is upon the complainants. They have not shown, and have not attempted to show, the want of proper and reasonable diligence on the part of the railroad company. If no delay occurred, that by reasonable care could have been averted, the respondent cannot be made liable on this account.

Sixth. Entirely aside from these considerations, every principle of fairness and equity, every motive of public policy, every dictate of interest of the people, entitles the respondent to the judgment of the Commissioners. It meant, without charge, to furnish new and extraordinary facilities to an infant industry, in the hope of ultimate advantage to itself in the increase of the business and the prosperity of its patrons. It did all it reasonably could do; all it could be expected to do, to make an unaccustomed service prompt and efficient. It probably succeeded, on the whole, better than could have been anticipated. Occasional failure in a new enterprise, to promptly meet all the minute requirements of the service, was to be expected; it cannot be avoided in an established service, much less when the demands of patrons and the exigencies of the undertaking are unknown. If, for a failure like this, the carrier is to be held liable to respond in damages for a loss which it could neither foresee nor prevent, it will be driven

to abandon all experiment, or to hedge itself about for its own protection, at the loss of the public.

To attach this liability would be to embarrass and obstruct the progress of the times, to thwart well-meant endeavor to promote the interests of this State, and of the carrying trade, and to impose upon the carrier a burden unheard of by the law.

I have purposely abstained from discussing one subject that will occur to every one whose attention may be called to this case, and that is, the jurisdiction over the case of the tribunal whose intervention the complainants have invoked. The respondent in this case is satisfied with the fairness and candor of the Commissioners, and its present purpose is to waive all objections to the competency of the tribunal, and in good faith accept the award. It believes it is entitled to a favorable judgment. It is conscious of having exerted all reasonable diligence, and of taking every reasonable precaution. It believes that the damage complained of in this particular case was caused more by the inattention and carelessness of the complainant, than by any negligence of its own.

Respectfully submitted,

J. W. BLYTHE,

For the C., B. & Q. R. R. Co., respondents.

DECISION OF THE COMMISSIONERS.

On the 22d day of May, 1882, Messrs. Marshall & Son made the following complaint: That between the fifteenth day of June and the twentieth day of July, 1881, they delivered, in several lots and at different dates, at the depot of the Chicago, Burlington & Quincy Railroad Company at Chariton, 4,382 pounds of creamery butter, for shipment in refrigerator cars, consigned to Roberts, Call & Co., Boston, Massachusetts, in care of the Star Union Line, at Chicago; that this butter reached Boston in a damaged condition, and that it was damaged while in the hands of the C., B. & Q. R. R. Co.; that it sold for from fifteen to twenty cents per pound; that it would have brought from twenty-three to twenty-four cents if it had not been injured; that by reason of improper usage it shrank 123 pounds in weight.

They submit the following bill as their losses:

On return of sales 1,712 pounds at 3 cents	$ 51.36
On return of sales 1,898 pounds at 8 cents	161.84
On return of sales 650 pounds at 5 cents	32.50
Shrinkage in weight 123 pounds at 23 cents	28.29
Total loss to them	$273.99

This amount they claim the company should pay them.

A copy of the complaint was forwarded to T. J. Potter, general manager of the road. His reply, dated May 27, 1882, states that he "does not think "this a just claim, or that they ought to pay any portion of it."

"It is true that the company advertised to run a refrigerator car on cer- "tain trains on the Iowa division, but because they failed to connect sometimes is not a good reason for the claim." He also charges contributory negligence on the part of Marshall & Son in putting their butter into a hot freight house and not looking after it; states that it was hauled through the streets of Chicago with the thermometer at ninety degrees; that it remained

in the C., B. & Q. freight house in Chicago after being unloaded before being called for, although the Star Union Line was always notified by telegraph of its arrival; that his company holds teamsters' receipts for the butter in good order. He admits that there was some delay in the arrival of trains at Chariton, but that his company is not responsible for delays that could not well be prevented.

On Tuesday, September 18, Mr. Blythe, attorney for the company, submits an argument covering the positions taken by Mr. Potter, and claims that the printed circular issued by the company did not amount to a contract to have their refrigerator car promptly at the stations. He also intimates that the Commissioners have no jurisdiction over the case, but decides to waive all objections to the competency of the tribunal.

The Commissioners having furnished the parties copies of all the papers in the case, notified them that they would take any testimony offered at Chariton on the 28th day of June, 1882. Messrs. Marshall & Son appeared for themselves before the Commissioners. Messrs. Davenport and Moore, one a division freight agent, and the other a lost freight agent, as the Board understands, appeared for the company.

There seems to be no conflict with regard to the testimony; the railroad company "does not regard the controversy as to the facts as being material "in the case."

Briefly stated, the testimony is that Messrs. Marshall & Son had been running a creamery for three years, shipping their butter mainly to Boston, some of it to Denver. Their butter, when shipped through without injuring, has uniformly brought the highest market price. Their butter, shipped before June 15th, brought the full market rate. The shipments of butter on which they claim damages, were in good condition, and good packages, and from the time of manufacture until loaded for delivery to the railroad company, were in a refrigerator room, the temperature kept low with ice. This room has always kept butter without injury. The distance of the creamery from the railroad depot was three-quarters of a mile. The time consumed in delivering the butter, about fifteen minutes; it was protected from the sun by a canvas cover thrown over the tubs. The butter was in good condition when delivered at the depot. The practice of Marshall & Son was to go and inquire if the train to which the refrigerator car was attached was on time, and give instructions for billing it before sending their butter to the depot, and on none of the occasions complained of would they have sent their butter when they did, could they have ascertained that the refrigerator car was delayed, and would have hauled it back to their refrigerator room, if they could have found out from the agent how much the car was behind time, if it was. They made every effort to do so, in order that they might protect their property.

The shipments on which damages are claimed are as follows:

	Number tubs.	Gross weight, pounds.	Net weight, pounds.
June 15, 1881	14	760	662
June 22, 1881	21	1,128	981
June 29, 1881	23	1,234	1,073
July 18, 1881	24	1,244	1,076
July 20, 1881	15	793	688
Total	97	5,159	4,480

The usual allowance for soakage is one pound to the tub, or ninety-seven pounds, which leaves net weight of butter delivered at the Chariton depot, 4,383 pounds. They claim the loss of one hundred and twenty-three pounds by leakage while melted. Deducted, this leaves 4,260 pounds, on which they claim a loss, and one hundred and twenty-three pounds total loss. The butter was consigned to Roberts, Call & Co., Boston, in care of Star Union Line, Chicago. A copy of a printed circular for 1882 was introduced (and admitted by Mr. Davenport to be similar to the one issued for 1881), from which the following extract is made: "General freight order 882, C., B. & Q. R. R. "Co. General Freight Office, refrigerator cars, Chicago, May 25, 1882. Com- "mencing May 30, this company will run refrigerator cars, iced and other- "wise appointed, exclusively for the transportation of butter, eggs, and "cheese for the Chicago market, as follows:" Here the time of the arrival of the train at all stations is noted, and the time for the arrival in Chicago. "All consignments for delivery to connecting lines in Chicago will be im- "mediately transferred on arrival. City parties will be promptly notified. "Agents are requested to give particular notice to dealers of this arrange- "ment for through iced refrigerator cars.

"E. P. RIPLEY,

"*General Freight Agent, Chicago.*"

The testimony fixes the injury to the twenty-three tubs shipped on the 29th day of June to be as follows: The train did not reach Chariton until 4 P. M., or four hours late; the butter was in the depot all this time. This lot reached Chicago on Saturday, July 3d, too late for delivery; lay in the Chicago depot on Sunday, the 4th, and Monday, the 5th, the latter being a holiday, and was delivered to the Star Union Line on the 6th. Had the train been on time it would have been delivered on the 3d. The lot of twenty-four tubs, left for shipment July 13, was delayed in the depot at Chariton until 9 A. M. of the 14th, a delay of twenty-one hours. Several of these tubs had been upset and the melted butter had run out on the floor. There is no evidence of injury to the butter at Chariton of the shipments of June 15th, June 22d, or July 20th. They were receipted for by the Star Union Line at Chicago in bad condition. The shipment receipted for in good condition by that line we understand was not included in the bill rendered.

This case has had very full consideration from the Board, as on the rail-

way transportation of dairy products depends the success of a growing interest, and probably in the future one of the most important of the State. The railroad companies have introduced this method of transportation for the purpose of developing this industry. This service on their part deserves commendation; to be valuable it must be prompt. The growing dairy interest and the natural adaptation of Iowa to the successful production of butter, made the refrigerator car a necessity. Before its advent the butter manufactured and sold for shipment, for four months of the year, brought a very low price. The establishment of the creamery made new demands upon the railroads. The exigencies of the case required the extension of the cold storage room from the creamery to the market. To meet this demand the refrigerator car lines were extended into Iowa.

Having stimulated the growth of this interest, it would seem to be the duty and the policy of the railroad companies to make this service reliable. It is true that it is not always possible to have this train on time, but it certainly is in the power of the company to notify the shipper, when he asks information, that the train is delayed, and how long. If this contingency is to happen often, some arrangement might be made by which the shipper could protect it after being brought to the depot. It is certainly bad policy, after establishing and running these cars, which must be expensive, to leave the value of an article as sensitive to heat as butter, to be determined by the chances of a freight train being delayed.

The first defense, "It is true they advertise to run a refrigerator car on "certain trains, but because they failed to connect is no reason for the "claim." It is clear that the shipper did all in his power to take care of his property; he delivered it at the hour advertised, inquired if train was on time, had his shipping bills made out, and left his butter in the custody of the servants of the railroad company. He had a right to expect the train to be on time, for the company had the means of knowing at all times the exact situation of these trains, and the agent could and should have been informed. Mr. Blythe, in his argument, says: "that if the railroad com- "pany had contracted with Marshall & Son to undertake the carriage of "their goods at a particular time, the failure to have their refrigerator cars "promptly at the station would entitle them to recover." He admits the original contract of the carrier to transport and deliver safely. In our view, the circular adds another obligation to it. The company practically say that if Marshall & Son will bring their butter to the depot at 12 o'clock on a particular day of the week, that they will have a refrigerator car there, properly iced, to carry their butter to the consignee safely, and, so far as temperature is concerned, in good condition, for the sum of 75 cents per 100 pounds. They accept the proposition, and deliver the butter. They do more than this. They endeavored to ascertain whether there is any possibility of the company's failing to perform their part of the contract. It is true that the company received no greater compensation for the butter carried in these cars than in the ordinary car. This is, however, no reason for

neglecting it. The railroad company fixed its own rates. The presumption is that they were satisfactory. They had a right to fix them at such rates as would furnish a reasonable remuneration for the service rendered; if they were not, it is no fault of the shipper, and no reason why his butter should be allowed to depreciate while in the custody of the company if in their power to prevent.

The second defense is that the butter was hauled through the streets of Chicago with the mercury at ninety degrees. This statement is probably intended as a reply, and is met by a report of the Weather Bureau, by Mr. Chandler, which, though not sworn to, is, we presume, correct: Weather: July 5, seventy to ninety-two degrees; July 6, sixty-six to eighty-three degrees; July 16, seventy-one to eighty-four degrees; July 18, seventy-seven to sixty-one degrees; July 23, seventy-seven to seventy-six degrees; July 29, seventy-nine to sixty-three degrees. These figures were furnished the company, and their correctness was not disputed.

The third defense, that one lot remained in the C., B. & Q. freight house in Chicago, after being unloaded, from Saturday until Tuesday. This we think is disposed of by the fact that the consignee could not get it, the train being behind time, so that it could not be delivered on Saturday. The carrier of perishable property will not be relieved of responsibility if he carries it safely over his line, and then places it in a situation where it must suffer loss, unless the consignee was properly notified and could have cared for it.

The railroad company held the Chicago teamsters' receipts for the freight in good condition. What the value of these receipts is we are unable to ascertain, but it is certain, in two instances at least, the butter had been melted before it was loaded on their wagons, and the fact that all of them were receipted for by the Star Union Line in bad condition, negatives the hypothesis that they were injured in being hauled in covered wagons from the C., B. & Q. depot, on days that the weather reports do not make very warm. The teamster's receipt is probably regarded by all parties as a receipt of the number of packages and their identity, not their condition. We think that general freight order 882 is a sufficient notice to the public that their butter will be properly cared for and delivered in accordance with its terms, and that the agent has duties to perform in connection with it. It is hardly necessary to define the relation of the station agent to the public, but in the case in question we regard him as the representative of the company; that it is his duty to do all things necessary to the carrying out of the purpose for which this line of refrigerator cars was placed on the road. He is held out to the public as the representative of the company. The public deal entirely with him, and rarely, if ever, come in contact with other officers. Whatever he may do, or fail to do, is the action of the company, and they are as fully responsible as if it was the action of Mr. Ripley, who signs general freight order number 882.

The duty of the station agent is to give the public, doing business with his company, all the information it may require; and much of the ill-feeling towards railroads in communities arises from the indifference of station

agents. An intimation of this was thrown out in the testimony taken in this case. The transportation merchant owes to his customers the same courtesies and civilities that the merchant of any other commodity owes to his.

We understand that it is a principle of law, sustained by the uniform decisions of the Iowa courts, that in all cases of loss or injury to property entrusted to the common carrier for transportation, the burden of proof is on him to show that the loss was occasioned by unavoidable causes; proof of the delivery of the goods to the carrier and their loss or injury make out a *prima facie* case, that the carrier is held to the strictest liability; that the care he is bound to exercise is measured by the susceptibility of the property to injury, and that the carrier having furnisded special appliances for its care and protection, is bound to use them.

The railroad company refers to the following authorities:

Hutchinson on Carriers, section 328, from which we quote: "This duty to "deliver within a reasonable time is one engrafted by the law upon the orig-"inal contract, which is to carry safely. If by unreasonable delay the goods "have deteriorated, or their market value has fallen, he may be held liable "for damages."

Second reference—Delaware reports, volume 3, pages 176 and 123. "The "care and diligence required is to be measured in a great degree by the char-"acter of the goods they are transporting, and their liability may be greater "or less according to the condition of the property when received by them."

"This obligation is imposed upon them as a public duty, and by their "undertaking to carry safely, as far as human care and foresight will "permit."

In the case of *Wolf v. American Express Co.*, 43 Missouri, page 421, the court held that "the carrier must not only exercise diligence, but he must "use that degree of attention and care which the occasion and the subject "committed to his trust demand. What would be sufficient care in ponder-"ous articles not liable to be deteriorated by exposure, might be the most "palpable neglect in case of costly or perishable goods. If in consequence "of his negligence or defective means a loss occurs, springing out of the "agencies which the violence of nature causes, he will not be excused."

The same principle is enunciated by the court in the case of *Vail v. Pacific Railroad*, Missouri Reports 63, page 230.

In the case of *Wing v. The New York & Erie Railroad Co.*, Hilton's New York Reports, page 243, the court says: "The fact that the potatoes were "perishable, imposed upon the railway company more than ordinary care "and diligence as mere bailees and the obligation to deposit them most "securely against cold. The intensity of the cold created also the obliga-"tion of additional vigilance. What was usual was not the consideration. "What was necessary to be done under all the circumstances was the true "criterion."

MEASURE OF DAMAGES.

The general rule seems to be that the measure of damages is the difference between the market value of the goods, as delivered, and what their value would have been had they not been damaged in the course of transportation.

Marshall & Son's claim is based on the difference between the rates that creamery butter sold at in Boston at the dates these consignments reached there and the amount they received for the damaged butter.

The opinion of the Commissioners is that the Chicago, Burlington & Quincy Railroad Company should pay Marshall & Son the sum of two hundred and seventy-three dollars and ninety-nine cents, as claimed.

Des Moines, Iowa, September 21, 1882.

On the 23d of September a copy of the decision was sent T. J. Potter, general manager C., B. & Q. R. R., and the receipt acknowledged by him on the 27th, and on the 27th of September a copy was sent Messrs. Marshall & Son, who replied on the 29th, as follows:

To the Hon. Board of R. R. Commissioners:

GENTLEMEN—Yours of the 27th inst. giving us official notice of your decision in our case for damages against the Chicago, Burlington & Quincy Railroad Company is at hand. Please accept our thanks for the prompt manner in which you have conducted this case. We thank you for your decision in behalf of the great dairy interests of Iowa and the West.

First. Because we believe it just and wise, fully in accord with the law and the evidence in this case.

Second. Because it protects the dairy interest of Iowa, which will, in a very short time, equal any other agricultural industry in exportable value in the State. The dairymen of Iowa are using every possible means to make butter equal to any to be made anywhere on earth. They have the cows, grass, and water; the climate is favorable; they have erected establishments, and supplied them with suitable appliances for making the best. They are careful to use clean, sweet packages; and while under their care to keep them in a cool, sweet refrigerator, free from all manner of taint, and to deliver them to the care of the transportation company in the best possible condition. This is as far as they can go with it. If the agents of the transportation company allow the butter to melt in the depot before loading, or if the car is not sufficiently iced, or if the refrigerator car is contaminated with the stench of rotten eggs, tainted meat, decaying poultry, rotting vegetables, or from any other noxious smell, then all previous care and carefulness on the part of the dairyman is a failure. But on the other hand if the butter is properly handled and cared for by the transportation company, the butter will arrive at its destination in equally as good condition as the day it was churned.

The transportation companies have provided palace cars for the accommodation of the public, and are entitled to great credit for the ample provision that they have provided for the comfort of the traveling public. It seems that the transportation companies, in many instances, have not given that attention to the dairy interest that it demands at their hands. If increased facilities demand an increase of cost of transportation, then let us have the increase cost, but let us have the very best possible facilities, both as to care of the butter and in speed of transportation, and dairymen will pay the increase of cost. The butter dealers in the cities are amply provided with cold storage. On the arrival of the butter it is immediately transfered to a refrigerator where it remains until disposed of. But all of the nice work of the dairyman or carefulness of the commission man may

be lost, by a few hours of negligence on the part of the transportation company. Butter once melted or tainted, is ever afterward ruined as a palatable article of food.

Very truly yours,

MARSHALL & SON.

CHICAGO, ILL., October 4, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Once more referring to claim of Marshall & Son for damage to butter, I desire to call your attention to discrepancy in bill as presented now, and as originally presented; viz.,

ORIGINAL BILL.

1712 lbs. butter shipped June 15, 22 and 29, at 3 cts	$ 51.36	
1898 lbs. butter shipped June 29 and July 13, at 8 cts	151.84	
650 lbs. butter shipped July 20, at 5 cts	32.50	
Melting and slopping out of tubs	4.00	
		$ 239.70

AMENDED BILL.

1712 lbs., at 3 cts	$ 51.36	
1898 lbs., at 8 cts	161.84	
650 lbs., at 5 cts	32.50	
Shrinkage in weight, 123 lbs., at 23 cts	28.29	
		$ 273.99

Thus showing an error in extension of second item of $10.00, and increase in last item of $24.29. In consideration of the foregoing, we desire to know if, in your opinion, we should pay the original bill, or the one rendered by you.

Yours truly,

E. P. RIPLEY, *General Freight Agent.*

DES MOINES, IOWA, October 9, 1882.

E. P. RIPLEY, ESQ., *G. F. A. C., B., & Q. R. R. Co., Chicago, Ill.:*

DEAR SIR—Your favor of the 4th instant in relation to the claim of Messrs. Marshall & Son is at hand, and I am instructed by the Commissioners to answer you as follows:

The original bill filed by Messrs. Marshall & Son with the Board was for $273.99. A copy of this bill was sent you, and your answer as understood by the Board was to the effect that you did not dispute the bill as rendered but to the right of Messrs. Marshall & Son to recover damage for loss occasioned by the delay of your trains.

The Board is of the opinion that the clerical error of $10 should be corrected, but do not think they should open the case to make a deduction in the item of "shrinkage," which was sworn to by complainants and not denied by your company.

Very respectfully,

E. G. MORGAN, *Secretary.*

The receipt of this was acknowledged October 12, 1882.

CHARITON, IOWA, October 14, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—It is now nearly three weeks since the Railroad Commissioners rendered a decision in our case. We have not heard what they propose to do. Have you received any information from the company as to whether they will comply with the decision?

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, October 14, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Yours of to-day at hand. The Commissioners understood from the general manager of the C., B. & Q. R. R. that his company would settle with you at once. But since then Mr. Ripley, general freight agent, has written them pointing out an error in your bill of June 29th and July 13th of $10 (which the Commissioners find is an error in multiplication of $10); also calling their attention to the difference in your last item. As rendered to him it was $4; as sent the Board, $28.29.

The Board instructed me to reply "that in their opinion the clerical error "of $10 should be corrected, but they did not think they should open the "case to make a deduction in the item of shrinkage."

I have no doubt but what you will hear from the company soon.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, October 17, 1882.

E. G. MORGAN, *Sceretary:*

DEAR SIR—Yours of the 14th instant at hand and contents noted. The Commissioners did right in correcting the error in multiplication of $10. We were not aware of the error until we received your letter. They were also right in not allowing a reduction on charge for loss of weight. The charge as placed in our account before the Commissioners is the correct one. There was an error in the bill sent by our attorney to the company on the loss by shrinkage. But had the company settled by that account, without putting us to further trouble, we would have let it pass. Plaintiffs in Iowa have the right to amend their bills any time before the case is closed.

Very truly yours,

MARSHALL & SON.

CHICAGO, ILL., October 30, 1882.

E. G. MORGAN, *Secretary, Des Moines:*

DEAR SIR—In answer to your letter of October 9th have to say that I have to-day given instructions that the claim of Marshall & Son, of Chariton, Iowa, for loss and damage to butter, be paid in full, in accordance with the recommendations of your Board.

In doing this we do not intend to be understood as in the slightest degree conceding the justice of your decision in this particular case, but believing that in the main your intention is to deal fairly with the railroads as well as with the people, and believing that in the past your decisions have been, as a rule, just and equitable, we are not disposed to further contest this case, although we have not in the slightest particular changed our opinion in regard to it.

Yours truly,

E. P. RIPLEY.

CHARITON, IOWA, November 21, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—We are happy to be able to inform you that we received to-day from the Chicago, Burlington & Quincy Railroad Company a check for two hundred and sixty-three dollars and ninety-nine cents, in full for amount of damages awarded us by the Railroad Commissioners. This closes the case to our entire satisfaction. We again thank the Board of Commissioners for the happy termination of this case.

Very truly yours,

MARSHALL & SON.

MILES H. LUTHER, SWEDE POINT, IOWA, *Complainant,*
vs.
ILLINOIS CENTRAL, AND CHICAGO, BURLINGTON & QUINCY RAILROADS, *Respondents.*
} *Lost goods.*

Filed, May 23, 1882.

SWEDE POINT, IOWA, May 23, 1882.

To the Railroad Commissioners of Iowa:

GENTLEMEN—Last November I shipped from Springfield, Illinois, on the Illinois Central to Beardstown, and then *via* the Chicago, Burlington & Quincy Railroad to Des Moines, Iowa, one cook stove worth $25, and have not received the stove or heard from it. I paid the freight in advance, and have been trying ever since to get some track of where the stove had gone to, or pay for it, but so far have been unable to find out anything about where my stove is, or get any satisfaction out of the railroad company in any way.

I left my freight bills with the agent of the Northwestern Railroad, at Des Moines, when I went to Des Moines to get my freight and forward it to Sheldahl. The agent of the C., B. & Q., at Des Moines, said he would look my stove up, but since then I cannot get anything out of anyone in regard to it.

I write to you in hopes that you may be able to help me get my stove, or the pay for it, as I am not able to lose it entirely if I can help it. Hoping for an early reply, and that you may be able to help me,

I remain yours truly,

MILES H. LUTHER.

[A copy of Mr. Luther's complaint was sent to General Manager Potter, of the C., B. & Q. Railroad.]

CHICAGO, May 27, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 25th, calling my attention to complaint of Miles H. Luther, in regard to one stove lost, valued at $25, is at hand. Our claim department have been tracing for the stove, but as yet have been unable to get any track of it. It evidently has been loaded in wrong car, or some

other irregularity, which has caused it to get lost sight of. In order to settle the matter and have no more delay, I have directed that Mr. Luther's claim for value of stove be paid at once.

Yours truly,

T. J. POTTER.

[On May 29th, a copy of the preceding letter of Mr. Potter was sent to Mr. Luther, with request to notify the Board when all was satisfactory. No reply being received from Mr. Luther, another letter was addressed to him on July 19th, asking him if he had been paid for the stove.]

DES MOINES, IOWA, July 24, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of July 19, 1882, to Mr. M. H. Luther, in regard to claim for lost stove. Will say that we paid Mr. Luther for this stove to-day and have his receipt in full settlement. Hence please close this case in your office. The party could not write and gave me your envelope to answer it.

Yours truly,

ALF. WINGATE.

WM. G. HENRY AND NINE OTHERS, EMMETSBURG, IOWA, *Complainants,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents.*
Failure to comply with section 1292, Code 1873.

Filed May 30, 1882.

The petition of complainants asks the Commissioners to see that the provisions of section 1292 of the Code be complied with by the Burlington, Cedar Rapids & Northern and the Chicago, Milwaukee & St. Paul Railways, and that a suitable "Y" or connecting track be built between the two railways.

After a lengthy correspondence between the Commissioners and the railway companies, the "Y" was completed August 11, 1882.

ANDREW DODD, TRAER, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*
Highway Crossing.

Filed May 31, 1882.

Complainant asks that the railway crossing three-fourths of a mile west of Traer be examined and caused to be put in passable condition.

The attention of Superintendent Ives was called to the matter, and after some correspondence regarding the crossing it was repaired.

N. DENSMORE, ROCKWELL, CERRO GORDO CO., IOWA, *Complainant,*
vs.
CENTRAL IOWA RAILWAY COMPANY, *Respondent.*
Stopping trains for passengers and at railway crossings.

Filed May 31, 1882.

DECISION OF THE COMMISSIONERS.

This complaint was made by Mr. N. Densmore, and is dated Rockwell, Cerro Gordo county, May 18, 1882. This station is twelve miles south of Mason City, on the line of the Central Iowa railway.

The case as stated by Mr. Densmore is as follows: Passengers coming from the east or north on the Chicago, Milwaukee & St. Paul railway lines, desiring to go south on the Central Iowa railway, arrive at the transfer too late for the regular passenger trains going south in the afternoon, the train from the north reaching the junction at 3:40 P. M., that from the east at 3:45 P. M., the Central Iowa train leaving its terminal point, Mason City, at 2:30 P. M.

In the absence of testimony or statement to that effect, the Board suppose that other and more important connections require the starting of this train before the arrival of what would seem to be its natural terminal connections.

There is, however, a freight train leaving for the south at 4:30 P. M., which, under the regulations of the company, is allowed to carry passengers, and would seem to a certain extent to supply the facilities needed. The station at Mason City of the Central railway is a little more than a mile from the crossing—the grade gradually descending until the crossing is reached, when it rises at the rate of fifty-three feet per mile for 1,100 feet, and for about one-half mile continues nearly level, then rises at the rate of fifty-three feet per mile for more than a mile. This freight train, however, does not stop at the transfer for passengers unless specially ordered to do so by the agent, and passengers are compelled, at great inconvenience and expense, to transport themselves and their baggage a mile or more to take the cars on this train. Mr. Densmore asks the Commissioners that this 4:30 P. M. freight train be required to stop at the C., M. & St. P. Ry. crossing for passengers going south.

Mr. Pickering, superintendent, in reply to a copy of Mr. Densmore's letter, gives two reasons why this train should not stop at this place. First, that the train is nearly always heavily loaded, and this depot crossing being in the bottom of a sag, if the train stops there it is difficult and burdensome to start again. Second, that it is not the desire of the company to carry passengers on freight trains, and that furnishing the traveling public two passenger trains a day each way, (which is certainly a liberal provision for a road doing the business this does.) If the road extends further accommodations on freight trains, the public should conform to the regulations of the company.

The regulations dated July 1, 1878, state that freight trains are not run for

the accommodation of passengers, that they will neither start from nor stop for passengers at platforms, and that as a matter of accommodation passengers are allowed to ride, but that baggage will not be checked; that passengers must provide themsslves with tickets to ride on these trains, and that the offices will not be kept open for that purpose.

The circular shows clearly that the company desires to make traveling on these trains as little attractive as possible, and regards the passenger traffic of these trains as hazardous and undesirable.

Two considerations enter, the Board believe, into the proper solution of this question: First, that on the arrival of the 3:40 train from the north, which is one of two passenger trains, and the 3:45 train, which the Board understands is the only passenger train from the east, and with the exception of this 4:30 P. M. freight train there is no opportunity for passengers to go south until 5 the next morning, or for a period of thirteen hours or more (this is a hardship on those who may live along the line between Mason City and the points where the other eastern roads connect with the Central), the circumstances would seem to justify the modification of a rule that in its general application might be correct. The other is the crossing of the C., M. & St. P. Ry. The Board understands that there is no law in this State requiring railroads crossing each other at grade to stop before crossing, but believe that custom has made it a law, and that any accident resulting from failure to stop before making such crossing would properly be regarded as negligence, and that the observance of this regulation would be all that is required by the traveling public. In addition to this, all the laws of this State that refer to railroad crossings seem based upon the theory that passengers and freight should be interchanged at these places, and this Board has construed the law on several occasions as authorizing them to require at the crossing comfortable passenger accommodations.

If these stoppages are necessary at the two crossings, it occurs to the Board that arrangements might be made for the accommodation of passengers so that they can take this train.

It is true that a grade of 53 feet to the mile, of 1,100 feet in length, occurs just past the crossing, but it also is true that the cars going south from what is practically the northern terminus of the road are generally empty, and it is possible that quite as heavy a train could be started on this short grade as could be hauled up the long grade farther south.

The traveling public has some rights acquired by the use of the railway, and among them there is none that partakes more of the character of the railway itself than that they are entitled to the privilege of reaching their destination without great delay, certainly without unnecessary delay, and that delays that in other modes of conveyance might not be serious, in railways are.

The Board is of the opinion that under the provisions of section 3, of the Commissioner law, "that a change in the mode of operating its road and "conducting its business, is reasonable and expedient in order to promote "the security, convenience and accommodation of the public," and say to

the Central Iowa Railway Company that this 4:30 P. M. train should be required to stop at the Chicago, Milwaukee & St. Paul crossing for passengers going south.

Des Moines, Iowa, September 13, 1882.

L. H. BRENT, WESTON, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*. } *Overcharges.*

Filed June 5, 1882.

Complainant alleges that he shipped from Zanesville, Ohio, via the Chicago, Rock Island & Pacific Railway, to Weston, Iowa, one bureau, upon which he paid the freight in advance. At Chicago the bureau was transferred to the Chicago & Northwestern Railway Company, who, finding the article wrongly classified, added $2.26 to the freight to Council Bluffs. This, Mr. Brent objected to paying, and appealed to the Commissioners. They referred the matter to General Manager Hughitt, who had the alleged overcharge refunded, and the case was dismissed.

FRANK A. MARTIN, WASHINGTON, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*. } *Application for damages for personal injuries.*

Filed June 14, 1882.

Complainant avers that while in the employ of the Chicago, Rock Island & Pacific Railway Company, as foreman on section work, in discharge of his duties and through extreme exposure he caught cold, which settled in his eyes, one of them becoming nearly blind, and asks the Board if they have authority to compel the railway company to pay him for the time lost while he was disabled.

The Board replied that there was nothing in the Commissioner law authorizing them to interfere in matters of contract between the management of railroads and their employes.

J. C. TAYLOR, DES MOINES, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*. } *Discrimination.*

Filed June 15, 1882.

Mr. Taylor complains that he is manufacturing and shipping lumber from Swan, a station on the Chicago, Burlington & Quincy Railroad, southeast of

Des Moines. The railroad company charges him $14.30 for a car of thirteen tons. On the 5th of June he shipped a car of lumber, weighing 32,900 pounds, on which he was charged $18.09. He complains that the charge is excessive, and has reason to believe that coal is carried in car-lots, twenty tons to the car, for seven dollars. Mr. Taylor says that he is prepared to ship two car loads of lumber per week. When he bought the timber which he is cutting into lumber the rates were ten dollars per car load, but advanced afterward to $14.30. He says that the Chicago & Northwestern are carrying lumber from Polk City to Des Moines for nine dollars per car, and he thinks ten dollars a full price from Swan, nineteen miles. He avers that the present rate is prohibitory, and if continued will compel him to quit the business. He ships mainly hard wood lumber, but would ship soft wood if freights were reasonable. He ownes timber enough at Swan to cut 1,000,000 feet, B. M., and that he must abandon it unless he can get better rates on freight to Des Moines.

DECISION OF THE COMMISSIONERS.

The rate charged Mr. Taylor by the Chicago, Burlington & Quincy railroad from Swan Station to Des Moines, a distance of nineteen miles, is five and one-half cents per hundred pounds.

This is a little less than the rate of the schedule as published in the "Granger Tariff," which was supposed to be reasonable.

The company positively deny that they are shipping coal from that station to Des Moines for seven dollars per car load, and claim that lumber is an article that will and should bear a higher rate than coal.

They state that the cars shipped for ten dollars per car were taken before the scales were put in, and when the load was estimated at 20,000 pounds. By referring to the bills left with the Board it will be seen that the rate of five and one-half cents per hundred pounds has been charged.

The Commissioners have no evidence before them to indicate that this rate for the distance is unreasonable, or that a higher rate is charged complainant than others for a similar service.

Des Moines, Iowa, June 22, 1882.

ALFRED WOOD, TRAER, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN, AND THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*. } *Lost goods.*

Filed, June 16, 1882.

Complainant shipped a box of plants, etc., to Thos. Sterling, Milton, Dakota, on the 4th of April, 1882. On the 16th of June he complained to the Board that the box had not reached its destination.

The Commissioners upon investigation found that the Burlington, Cedar Rapids & Northern Railway, which received the box at Traer, delivered it to the Chicago, Milwaukee & St. Paul Railway at Emmetsburg on the 14th of April, who transported it to Alexandria Station, Dakota, which point it reached April 23d, and the consignee was notified by mail at Milton, but owing to bad roads he did not call for it until May 1st, *forty-seven days* before complainant filed his claim in this office.

GRONEWEG & SCHOENTGEN, COUNCIL BLUFFS, IOWA, *Complainant*.
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, *Respondent*. } *Overcharge.*

Filed June 19, 1882.

DECISION OF THE COMMISSIONERS.

The complaint of Groneweg & Schoentgen, of Council Bluffs, against the Kansas City, St. Joseph & Council Bluffs Railroad Company is based upon a freight bill, which is as follows:

"HAMBURG, IOWA, June 15, 1882.

"*J. J. Hoppner, To K. C., St. J. & C. B. R. R. Co., Dr.*

Date of way-bill, June 15. No. 195. No. of car, 464, K. C.

Three barrels of sugar, two cases canned goods, two sacks coffee, six kits fish, one barrel meat; weight 1,625 pounds; rate thirty cents per 100 pounds	$4.90
One box merchandise, one case lye, one dozen measures; weight 150 pounds; rate thirty-six cents	.55
Two baskets; twenty pounds; rate seventy-five cents	.15
Three sacks meat and two boxes blacking; 220 pounds @ thirty-four and one-half cents	.75
Total	$6.35"

The rate per hundred pounds we have calculated, but they are evidently those charged. The "Granger Tariff" for the distance from Council Bluffs to Hamburg, fifty miles, was under the classification adopted for fourth class goods; viz., sugar in barrels, coffee in sacks, fish in kits, meat salted, canned lye, and sacked meats, allowed a charge of thirteen and one-half cents per 100 pounds; on measures, first class, twenty-two and one-half cents; on baskets, double first class, forty-five cents; and on blacking, third class, eighteen cents. On this tariff a class "A" road was allowed to charge ninety per cent of the established rate, or on this bill of goods:

1,625 pounds fourth class @ thirteen and one-half cents	$2.19
150 pounds first class, dry measures, @ twenty-two and one-half cents	.34
20 pounds baskets, double first class, @ forty-five cents	.09
220 pounds meat and blacking, third class, @ eighteen cents	.40
Total	$ 3.02
Or deduct ten per cent for class "A" road, same charges as this bill	.30
	$ 2.72

The rates from Harlan and Marne, on the Chicago, Rock Island & Pacific railway, on first class, twenty-seven cents; second class, twenty-two cents; third class, seventeen cents; and fourth class, fourteen cents. On this bill of goods at local tariff rates on that road for the same distance as Hamburg:

1,625 pounds of fourth class @ fourteen cents	$ 2.27
150 pounds dry measures, first class, @ twenty-seven cents	.40
20 pounds baskets, double first class, @ at fifty-four cents	.10
220 pounds sacked meat and blacking, third class, @ seventeen cents	.59
Total	$ 3.36

The rates on the Chicago, Burlington & Quincy and the Chicago & Northwestern correspond for same distances. The Granger rate would be forty-three per cent of this charge in controversy, and that of the main lines east from Council Bluffs fifty-three per cent.

While it is possible that the rate established by the "Granger Tariff" and classification was too low on short distances for small lots of goods, it seems to the Board that the rates adopted by the Kansas City, St. Joseph & Council Bluffs Railroad are so high as to place an embargo on the wholesale trade of Council Bluffs, or Missouri river points, so far as that road is concerned.

This does not seem to be the true policy of the railway company, or to best serve the interest of the wholesale or retail merchant. The railway is entitled to a reasonable price for the transportation of property, under the provisions of section 12 of the Commissioner law.

The Commissioners would recommend that a rate be fixed by the Kansas City, St. Joseph & Council Bluffs Railroad Company not materially higher than that charged by the three eastern lines referred to for the same service, which, while paying a fair remuneration for the service rendered, would enable the wholesale dealers in Council Bluffs, and other Missouri River points, to continue their business, and would recommend that the difference between the amount charged on this bill and the amount of modified bill be returned to Mr. Hoppner.

Des Moines, Iowa, August 16, 1882.

ST. JOSEPH, MISSOURI, October 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

Referring to the decision of the Commissioners upon the complaint of Groenweg & Schentgen against this company, I am instructed to say that the company, while most earnestly protesting against the decision, will comply with it by refunding to Mr. J. Hoppner the amount which the Commissioners deemed to be excessive. I beg to say in this connection, that I regret exceedingly not having presented to the Commission more fully than I did the whole of the argument, which I think the company has upon its side in this matter.

It is my belief that upon a further hearing, the Commission could not fail to reach the conclusion that the rates charged by the railroad company are fair and reasonable, but this case having been decided, I suppose there is no course left us but to comply; trusting, should another complaint be made, of our ability to convince the Commission that we are right.

Yours truly,

J. F. BARNARD, *Gen'l Supt.*

H. F. BOUSQUET, PELLA, IOWA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.*
} *Damages.*

Filed June 20, 1882.

PELLA, IOWA, June 16, 1882.

HON. JAMES WILSON:

DEAR SIR—I enclose to you bill of expense of damages on gasoline stove shipped to me by Cribben, Sexton & Co. Said stove was carefully crated, and damage could only have been caused by gross carelessness, making, as I think, a just claim against the Chicago, Rock Island & Pacific Railway Company, under the operations of the Railway Commission. I append certificate. This is a small item, but I have lost so much money in this manner that I want to commence to get some of it back again.

Yours truly,

H. F. BOUSQUET.

CRIBBEN, SEXTON & CO., *No. 75 Lake Street, Chicago, Illinois, sold to* H. F. BOUSQUET, *Pella, Iowa, June 9, 1882:*

One left side or legs, two-burner Aurora, 9½ lbs. castings at 8c	$ 0.76
Express charges on same	60
	$ 1.36

To replace one broken by carelessness in transit, stove being crated to prevent breakage.

PELLA, IOWA, June 16, 1882.

I hereby certify that the bill for damages hereto attached is true and correct in every particular.

[Signed] H. F. BOUSQUET.

[On the twentieth of June, a copy of the complaint and bill were sent

Hugh Riddle, President of the Chicago, Rock Island & Pacific Railway Company, to which he replied as follows:]

CHICAGO, ILLINOIS, July 10, 1882.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners of Iowa:*

DEAR SIR—Referring to yours of June 20th, covering a claim of $1.36 by H. F. Bousquet, of Pella, on account of parts of a gasoline stove broken (or alleged to be) in transportation, I enclose herewith letter of John Givin, Superintendent, embodying the information he was able to collect at Pella.

The stoves were shipped by a firm in Chicago who have signed a release exempting the company from claims for loss by breakage in consideration of the lower rates given, and their customers have the benefit of these lower rates. In the classifications furnished by the Illinois Railroad Commissioners, stoves and stove furniture at company's risk are placed in the 1½ (one and a half, first-class); when released, in third class. The party in question had the lower rates, and paid less than half of what he would have been charged had the goods been shipped at the rate authorized when not released.

The agent at Pella states that there was no appearance of breakage when the goods were delivered, but were receipted for as in good order, and no evidence to sustain the charge that the company or their employes were guilty of gross negligence.

Mr. Bousquet did not make any claim of the company's agent, before appealing to the Railroad Commissioners. Courtesy would seem to require that a claimant, *who knew he had a just claim*, should at least present it before resorting to the court.

Awaiting the decision of the Board,

I remain respectfully,

HUGH RIDDLE, *President.*

KEOKUK, IOWA, July 5, 1882.

HUGH RIDDLE, ESQ., *President:*

DEAR SIR—Yours 23d ultimo—I find that the stove was shipped from Chicago by C. S. & Co., "released" and "at owner's risk," and freight charged third class, 58 cents per hundred. Whereas, had it been at the company's risk freight would have been $1.24½ per hundred.

The stove was *crated* and no damage noticed at time of delivery, either by our men or Mr Bousquet's drayman. If any existed it was concealed by the crate, or else it occurred after it left Pella station while being hauled to Mr. Bousquet's store. We hold receipt in *good order*, which I enclose.

There is no evidence of rough handling at Pella station; and I am of the opinion that the stove—being a gasoline one—the castings were very light and *too thin and fragile* to bear even ordinary transportation.

There was no claim made on agent at Pella, and he never heard of the alleged damage until a few days before these papers were sent him for explanation.

I presume "release" for the stove is on file at Chicago station. It is an unusual thing for parties who ship their freight "at their own risk, released," in order to get the benefit of low rates, to afterwards make such claims as this; they know quite well that all such released goods are handled just as carefully as those carried at risk of the company.

Very truly,

JOHN GIVEN, *Div. Supt.*

DECISION OF THE COMMISSIONERS.

H. F. Bousquet resides at Pella, Iowa. On June 9, 1882, he received from Cribben, Sexton & Co., of Chicago, Ill., a gasoline stove, *via.* the Chicago,

Rock Island & Pacific Railway, which he claims was damaged in transit. J. M. Cox was station agent at Pella, and had in his employ Thos. J. Leiter, as drayman, who delivered goods to consignees.

The railway company was released from liability when they accepted the goods in Chicago, and consequently gave reduced rates.

This Board held in the case of *Sam'l A. Ayres & Co. vs. The Chicago Rock Island & Pacific Railway Company*, that railroad companies are answerable *"for ordinary care."*

J. M. Cox testifies that the stove was packed in brown paper, then crated with only half-inch slats at corners, and does not consider this way of packing substantial, and does not think the crating would stand ordinary usage in a freight train. He further testifies that the casting broken was too light to be shipped "set up."

Thos. J. Leiter testifies that he remembers hauling gasoline stove for Mr. Bousquet; that the nails in the ends of the boards forming the crate were drawn out; that the crate could be pulled apart with his hands.

The board are of the opinion from the evidence presented that the gasoline stove in question was not properly crated; that the risk of damage that ordinary care would not prevent was taken by the shipper; that ordinary care would not have prevented breakage, and that the Chicago, Rock Island & Pacific Railway Company is not liable for damage as claimed.

Des Moines, Iowa, December 20, 1882.

E. S. KENDALL, KELLERTON, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Lost goods.*

Filed, June 30, 1882.

Complainant shipped from Ogden, on June 3, 1882, his household goods, consisting of boxes, sewing machine, bureaus, etc., to Kellerton, Iowa, *via.* Council Bluffs, over the C., & N. W. R'y. Not having heard from them, on June the 28th, he asked the Board to hunt them up. To a communication from the Commissioners General Manager Hughitt replied that the goods were delivered to the transfer company at Council Bluffs, June 6th. A card from Mr. Kendall, stating he had received his goods, was received July 5th, and the case dismissed.

S. M. HEWETT, HAMBURG, IOWA, *Complainant*,
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD, SIOUX CITY & PACIFIC RAILROAD, CHICAGO, AND ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANIES, *Respondents*. } *Overcharge.*

Filed, July 24, 1882.

DECISION OF THE COMMISSIONERS.

Mr. Hewett complains that he was charged, and was compelled to pay, $59.25 for freight on a bill of castings from Hamburg to Sioux Falls. The weight of the castings on the bills of lading was different—on two of them 4,140 pounds, on the other 4,330. He regards the entire amount as exorbitant, but specially so the charges between Hamburg and Sioux City, amounting to $37.60.

The charges for transportation were as follows: Kansas City, St. Joseph & Council Bluffs Railroad, from Hamburg to Council Bluffs, 50 miles, weight 4,140 pounds at 36 cents per 100 pounds, $14.90. It was probably drayed from the depot of the Kansas City road to that of the Chicago & Northwestern Railway, as the charges advanced by the Sioux City & Pacific Railroad Company were $16.90, or two dollars more than those received by the former company; this would make the drayage one dollar per ton.

The freight charged by the Sioux City & Pacific Railroad Company, which it seems from the way-bill had control of it from Council Bluffs to Missouri Valley, as well as from there to Sioux City, was for ninety-seven miles, 4,140 pounds at 50 cents per 100, $20.70.

The freight charged by the Chicago, St. Paul, Minneapolis & Omaha Railway Company for 155 miles was 4,330 pounds at 50 cents per 100, $21.65.

The castings seem to have been weighed by this company, and are charged for 190 pounds more weight than on the other roads.

The K. C., St. J. & C. B. R. R., 50 miles, 4,140 pounds, at 36 cents	$ 14.90
Drayage between depots at Council Bluffs	2.00
S. C. & P. R. R., 97 miles, 4,140 pounds, at 50 cents	20.70
C., St. P., M. & O. R'y, 155 miles, 4,330 pounds, at 50 cents	21.65
Total	$ 59.25

Under the classification made by the "Granger law," iron castings, light and loose, were rated as first-class freight, and upon the rates allowed by it the freight on this lot would be

K. C., St. J. & C. B. R. R.	$ 11.17
Drayage	2.00
S. C. & P. R. R.	18.50
C., St. P., M. & O. R'y	24.55
Total	$ 56.22

Deducting this from the rates charged, we have an excess of $3.03. This is greater than would have been charged over a continuous line for the same distance, as the short haul, the handling and transferring on three distinct and separate lines of road add materially to the cost of carriage. There is not now, and probably never will be, any large interchange of business between these lines, as they are parts of systems that are competitors. The amount allowed by the "Granger Tariff" on this lot of freight for the distance, 302 miles of continuous haul on one line, would be $47.16.

Considering the number of carriers through whose hands the castings passed, and in view of the fact that the rates are the published tariff for the distances on each line, the Commissioners are of the opinion that this is not a case that calls for their interference.

Des Moines, Iowa, February 10, 1882.

C. W. ROBISON, DUBUQUE, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY, *Respondents*. } *For failure to comply with section 1292 of the Code of 1873.*

Filed August 1, 1882.

C. W. Robison and M. H. Moore, both wholesale lumber dealers at Dubuque, called the attention of the Commissioners to the fact that there is no connecting track, or "Y", at Webster City, by which cars could be transferred from the Illinois Central Railroad to the Chicago & Nortwestern Railway. The general managers of the connecting roads were notified and the "Y" put in.

C. J. BURT, PRESIDENT, DUBUQUE, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, AND CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents*. } *For failure to comply with section 1292, Code of 1873.*

Filed August 2, 1882.

C. J. Burt, President Novelty Iron Works, Dubuque, wrote the Commissioners as follows: "Dubuque, July 28, 1882. Gentlemen: We this day "tried to ship a car of machinery that could not be unloaded, to Danbury, "Iowa, via Clinton, and the Chicago, Milwaukee & St. Paul Railway say: "'they have no track connections there.' *They should have.* Please look "into this."

The general managers of the connecting roads were notified, and Mr. Merrill wrote the Board, under date of August 15th, that he had ordered their proportion of the track put down.

SPENCER BROTHERS, RANDOLPH, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Discrimination.*

Filed, August 4, 1882.

RANDOLPH, IOWA, August 1, 1882.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Within the last five weeks we have shipped four cars brick from Riverton to this point. Tariff rate is nine cents per one hundred pounds, which was $27.00 per car of 30,000 pounds.

Previous to shipping them we endeavored to obtain a rate of lower price on them, but obtaining no reply we were compelled to ship them at tariff rates. Meanwhile, Mr. J. Johnson, of this place, receives special rate of twenty dollars per car on brick to be used in building an engine house to an elevator already constructed four years. Engine house being rebuilt to *cheapen insurance.*

The railroad company's reply to our complaint of discrimination enclosed. We fail to see how the $20.00 rate (special) is "in the light of *public convenience.*"

We claim we were overcharged on four cars (at $7.00), $28.00, and refer it to your honorable body for consideration.

Respectfully,

SPENCER BROS.

DECISION OF THE COMMISSIONERS.

The complainants, Messrs. Spencer Bros., of Randolph, Iowa, shipped over the Chicago, Burlington & Quincy railroad four cars of brick from Riverton to Randolph. The cars contained thirty thousand pounds each, and complainants were charged nine cents per cwt., or twenty-seven dollars per car, the usual tariff rate, the brick to be used in a store building. Spencer Bros. asked a reduced rate, because Mr. Isaac Johnson, of Randolph, was conceded a lower rate of twenty dollars per car on brick to be used in building an engine house to an elevator on the company's grounds. The Commissioner law reads:

"No railroad corporation shall charge, demand, or receive from any person, "company, or corporation, for the transportation of persons or property, or "for any other service, a greater sum than it shall at the same time charge, "demand, or receive from any other person, company or corporation for a like "service, from the same place, or upon like conditions and under similar cir- "cumstances; and all concessions of rates, drawbacks and contracts for spe- "cial rates shall be open to and allowed all persons, companies and corpora- "tions alike, at the same rate per ton per mile by car load, upon like condi- "tions and under similar circumstances." * *

The railroad company evidently considered an elevator different from a private building, and on that account made the special rates. The law quoted above recognizes special rates, and the question for the Board to settle is whether the distinction is justifiable.

The local business of the railroads requires elevators, and the convenience of the people requires elevators, the erection of which might justify special rates from the companies, completing the railroad as a transporting power.

This case was one where an addition was built to an elevator, to be used as an engine house. It is reasonable to suppose that the additional safety to the elevator, and consequently to railroad property and business convenience, justified the company in making the special rate. It is customary for companies to give rates to public enterprises, and to enterprises in which they are partially interested, such as on materials to make roads to reach their stations, materials to construct factories, and material worked up in them, and product from them.

Both shippers are private individuals, but the use to which they applied the brick is different as regards their relations to the public. The railroad companies generally see to it that elevators are built, that the particular station may get its share of business. The store-keeper is assured more trade after the elevator is built, and further assured of its safe continuance by every safeguard that can be added to it. Elevators are often built by public enterprise to assure general convenience, the railroad company hauling the material, usually, at reduced rates.

The Commissioners think that there is a clear distinction in this case that justifies discrimination contemplated by the law-maker. One elevator man should have the same rate as another for car load lots, and one citizen the same rate as another for the same amount of goods of the same class under like conditions and circumstances.

As the Board interprets the law the same amount of the same class of goods should be carried the same distance for the same price, unless in exceptional cases like the one under consideration, and whenever a difference is made there should be good reason for it outside of favoritism.

The Commissioners therefore do not find that Spencer Bros. were unjustly discriminated against.

Des Moines, Iowa, September 12, 1882.

H. H. WITHINGTON, TOLEDO, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY AND CHICAGO & NORTHWESTERN RAILWAY COMPANIES, *Respondents.*
} *Damages.*

Filed August 26, 1882.

TOLEDO, IOWA, August 25, 1882.

To the Honorable Railroad Commissioners of the State of Iowa:

DEAR SIRS—I present for your consideration and adjustment a matter which it seems I can have settled in no other way. The difficulty took place last March, and since then, and now has become somewhat complicated; therefore, please bear with me, and as best I can I will set the matter before you. About the fifteenth of March, 1882, I purchased of Thos. B. Wales, Jr., of Iowa City, Iowa, the imported thoroughbred Holstein heifer, "Alsie," No. 1631 of Holstein herd-book. "Alsie" was two years old March 3d, and was bred to the imported bull "Roelof," No. 989, Vol. v of

Holstein herd-book. Mr. Wales said the heifer was due to calve some time in April. On March 20th, Mr. Wales shipped the heifer *via* Cedar Rapids; consequently, over the Burlington, Cedar Rapids & Northern and the Chicago & Northwestern Railways. The heifer started from Iowa City at 2:15 P. M., March 20th, at which time Mr. Wales telegraphed to me of her shipment. I did not get the telegram until the 21st, about noon. Had there been no delay the heifer should have been in Toledo the 21st, on the 7 o'clock A. M. freight. Thinking, perhaps, she might have come to Tama City, two miles south of Toledo, and the starting point of the Toledo & Northwestern Railway coming to Toledo, some time during the day of the 21st, I went there at 3 P. M., but she had not yet arrived. Early the morning of the 22d, I again went to the depot at Toledo, and was told that the heifer came on the 9 P. M. freight March 21st. Accordingly I paid charges and the car was then opened, when I found the heifer loose in the car without a sign of feed or bedding of any kind, and a dead and frozen calf at her feet. The heifer was very weak from labor, and lack of food and drink. I had no doubt but what Mr. Wales properly cared for the heifer when he shipped her, and I believed the neglect and abuse came through the Northwestern Railway Company, so I immediately filed claims against the Chicago & Northwestern Railway Company for damages and loss to the amount of $125, of which the following is a copy:

TOLEDO, IOWA, March 22, 1882.

R. C. RICHARDS, *General Claim Agent for Chicago & Northwestern Railway Company:*

DEAR SIR—Allow me to present through E. B. Arnold, station agent at Toledo, Iowa, claims for loss and damage to the amount of $125, on thoroughbred Holstein heifer, "Alsie," No. 1631, Holstein herd-book, said loss and damage occasioned through neglect and delay of your railway company during shipment from Cedar Rapids to Toledo. The heifer was with calf, and due to calve in April; was found in car this morning with dead calf at her feet; was not tied, and had neither feed nor bedding of any kind in car. She was shipped in good condition by Thos. B. Wales, Jr., from Iowa City, and left there at 2:15 P. M., as per telegram received, March 21st. Had she been forwarded without delay, and provided with feed and bedding, no damage would have been occasioned. Please give the matter careful attention. Very truly,

H. H. WITHINGTON, Toledo, Iowa.

About April 20th, the station agent gave me a rope halter to which was tied a tag bearing my address. Agent said he found it in the car in which the heifer was shipped. When I took the heifer from the car I saw no rope, nor did any of the persons whom I had to witness the condition in which the heifer was found. Among those who inspected the car were H. B. Belden and S. M. Loomer, of Toledo, and John Hogden, of Gladbrook. I do not doubt but what the rope was found in the car, but none of us saw it at the time, not even the agent. On May 5th, I received from R. C. Richards, General Claim Agent for Northwestern Railway Company, an answer to my claim, of which the following is a copy:

CHICAGO, May 3, 1882.

H. H. WITHINGTON, *Toledo, Iowa:*

DEAR SIR—Replying to your letter of March 22d, presenting claim for damage to heifer, and loss of calf by premature birth, would say that I have investigated the same, and find that when the cow was delivered to us at Cedar Rapids she was in poor condition and apparently sick; that she was placed in car by transfer man, and tied by him; that no bedding was furnished us, and we, therefore, left her in car as received. The car in which she was placed was dispatched by the first train after receipt, and we do not consider there was any delay or neglect on our part in any way, and I must

therefore respectfully decline entertaining any claim for injuries received by cow, or death of calf.

Yours truly,

R. C. RICHARDS, *G. C. A*

After receiving Mr. Richards' reply, I consulted Messrs. Ebersole & Willett, attorneys, at Toledo, and they gave it as their opinion that the Burlington road, having received the heifer in good condition and abundantly supplied with feed and bedding, it was *their* business to properly make the transfer at the Rapids and deliver her as received. I then sent a claim for loss and damage to the Burlington road, of which the following is a copy:

TOLEDO, IOWA, July 1, 1882.

Gen'l Claim Agt. for the Burlington, Cedar Rapids & Northern R'y Co:

DEAR SIR—Allow me to present claims for loss and damage to the amount of $125.00. Said damage done to thoroughbred Holstein heifer "Alsie," No. 1631 of Holstein Herd Book, resulting in premature birth of calf, either during transit over your road from Iowa City to Cedar Rapids, or through gross neglect or carelessness in transfer from your road to the Northwestern, on March 20, 1882. Now, my dear sir, I beg your time for the perusal of a somewhat lengthy explanation, which is necessary to set forth the facts in their true fullness. The heifer is an imported animal, and was purchased of Thos. B. Wales, Jr., of Iowa City, Iowa, and by him was shipped from Iowa City, March 20, 1882, as per telegram, of which the following is a copy:

"IOWA CITY, March 20, 1882.

"Shipped heifer; starts at 2:15, by way of Cedar Rapids.

T. B. WALES, JR."

On March 21st I received the telegram, but the heifer did not arrive until sometime during the night of the 21st, and on opening the car early the morning of the 22d, the heifer was found to be *not tied* and without feed or bedding of any kind, and a dead calf at her feet. She was due to calve in April. The night of the 21st and morning of the 22d were very cold, and going so long without food aided in giving her inflammation of the udder which followed, and from which she has not yet fully recovered. Mr. Wales informs me, and is willing to take oath to the same, that the heifer was shipped in good condition and supplied with feed and bedding sufficient to last for a much longer journey. When the heifer arrived and I saw the condition she was in, and the neglect to which she had been subjected, I at once thought the blame belonged with the Northwestern Company, and I at once entered, complying with the conditions of the company in such cases, claims for loss and damage to the amount of $125.00, a very moderate estimate of the loss sustained. On May 5th I received an answer to my claim from R. C. Richards, Gen. Claim Agt. for N. W. R'y Co. After receiving Mr. Richards' reply I learned from good counsel that it was the business of the road on which the heifer was first shipped to properly transfer her, and to deliver her in same condition as received. Now, had your company transferred the feed and bedding with the heifer, and properly tied her, the chances would have been in her favor to have made a safe journey and at least have exempted you from neglect. Even if bedding alone had been transferred it would have rendered the car bottom less slippery and consequently lessened the danger of injury. Please give this matter your careful attention. Inclosed you will find my sworn affidavit before E. C. Ebersole, J. P., at Toledo, Iowa, to the truthfulness of the foregoing facts.

Address,

H. H. WITHINGTON,
Toledo, Tama Co., Iowa.

July 14th, I received the following answer:

CEDAR RAPIDS, July 12, 1882.

Your favor of July 1st.—Would say that we delivered the cow to the agents of the Chicago & Northwestern Railway, at Cedar Rapids, so far as external appearances are concerned, in good order.

Yours,

A. L. MOHLER.

To this I replied as follows.

TOLEDO, July 18, 1882.

A. L. MOHLER, *Cedar Rapids:*

DEAR SIR—Your's of the 12th is at hand, but you fail to deal with the real issue of the case. There is no doubt on the part of any one but what "the external appearances" of the heifer were about as good when you delivered her to the N. W. Co. as they were when you received her a few hours before, for she was properly cared for when you received her at Iowa City. But the point is this: Ought not your company to have transferred feed and bedding? And accident and loss having occurred from neglect to so transfer, is not your company responsible for such loss? You say you "delivered the cow to the agents of the Chicago & Northwestern Railway." No doubt of that; but if I ship stock to you do I not also deliver such stock to the agent of the road at the place from which such shipment is made? But does the fact of my delivering the stock to the agent of the road exempt me from responsibility, if loss and damage occur through my neglect to supply the animal with food and bedding? And it seems to me that your company, being properly furnished with things necessary for the comfort and health of the animal, are equally responsible as the first party would be. Please answer.

Yours truly,

H. H. WITHINGTON.

Then on July 21st comes the following:

CEDAR RAPIDS, IOWA, July 19, 1882.

H. H. WITHINGTON:

DEAR SIR—I am prepared to discuss this matter with you personally. I have nothing further to add than our previous expression. I believe that we were right, and fulfilled our obligation up to and including the time of the delivery of this property to our connecting line.

Yours,

A. L. MOHLER.

To this I replied thus:

TOLEDO, July 25, 1882.

A. L. MOHLER:

DEAR SIR—Yours of the 19th received. From both your first and last letter it seems evident that you intend to evade anything like a complete answer. Should I discuss this matter with you further it will be in a few days, and by proxy. But it seems best that I place this matter in the hands of the Railroad Commissioners, where, no doubt, justice may be reached without further parley.

Very truly,

H. H. WITHINGTON.

Mr. Wales, I believe to be an upright man. He tells me that the heifer was abundantly supplied with feed and bedding, and shipped in good condition; says he shipped one to Michigan at the same time, and more forward with calf than "Alsie," and she went through all right. In regard to the value of the calf, Mr. Wales says that a calf of the pedigree of the one lost is worth $175, at six weeks old; and reference to any reliable breeder of Holstein cattle would, I think, confirm his statement. Another item, about which I said nothing to the railway company, was the loss of three inches of the heifer's tail by freezing. There being no bedding in the car, her tail became wet in her litter at time of giving birth to her calf, and the bush was found frozen when I took her from the car. I hoped to save it, but in May the end came off. This may seem a small matter, but any stockman would tell you that a stub tail would damage her for the show ring, for which she is otherwise well adapted. Knowing that this matter will receive your careful consideration I will add nothing further. Further information will be cheerfully given, or questions answered if desired.

Respectfully yours,

H. H. WITHINGTON.

Toledo, Iowa.

IOWA CITY, March 24, 1882.

MESSRS. H. H. WITHINGTON & SON, *Toledo, Iowa:*

MY DEAR SIR—I arrived home from the east last evening, and then learned through my son that he had just received your letter of 22d inst., with the sad news of the loss of the calf and the illness of the heifer. He had previously received yours of the day before, enclosing draft for $305.80. The heifer was placed in the car by my son, and properly fastened, and with plenty of bedding and hay; in fact there was so much brought by my team that I understand there was a question of taking some back, but it was all left, enough for three head, the men say. The run from here to Cedar Rapids is only thirty-two miles, and the train left at 2:15, so it must have reached there before night, and the heifer should have been delivered to the Northwestern at once, which probably was the case. Of course I cannot say, but I judge that the fault was with the Northwestern road, who should have forwarded the stock by first train, and probably neglected to do so, hence the delay you mention. I shall be glad to assist you in all possible ways to recover damages; and if I can do you any real service in the matter, will go to Cedar Rapids at any time you may name. While I was away my son sent a heifer, more forward if anything than yours, to Michigan, and no harm came of the journey. I hope you will inform me how the heifer gets on. I am inclined to think she will come out all right, and the only loss will be that of the calf. If you wish to replace it I will let you have one at reduced price, on account of your loss.

Very truly yours,

THOMAS B. WALES, JR.

The complaint was received on August 26, and a copy sent to C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway, and also to Marvin Hughitt, General Manager of the Chicago & Northwestern Railway. Their replies were as follows:

CEDAR RAPIDS, IOWA, September 11, 1882.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of 6th, I find on investigation that all the papers in claim of H. H. Withington are now in the hands of Mr. Hughitt, general manager of the Chicago & Northwestern Railway, but am advised by our people that the animal was delivered to that railway company in good condition and so receipted for. In this view of the case the liability, if any, for damages, would be with that company.

Yours truly,

C. J. IVES, *Gen'l Supt.*

CHICAGO & NORTHWESTERN RAILWAY CO.,
LAW DEPARTMENT, CHICAGO, Sept. 14, 1882.

To the Railroad Commissioners of the State of Iowa:

GENTLEMEN—I have received yours of September 6, stating complaint of H. H. Withington, of Toledo, Iowa. I have caused a careful examination to be made of the matters stated in the complaint, and find the facts to be as follows: On the 20th day of March, 1882, a cow was delivered to the Burlington, Cedar Rapids & Northern Railway at Iowa City by T. B. Wales, Jr., consigned to H. H. Withington, Toledo, Iowa. The cow reached Cedar Rapids and was delivered to this company March 21st at about ten o'clock in the morning by the transfer company at that place. She then appeared to be sick, and was very poor. The agent of the transfer company placed her in a car and tied her there. That car left for Toledo at 1:05 P. M. on the same day, and arrived at Toledo the same night. During the trip the cow gave birth to a calf, which was found dead in the car. No bedding was put in the car for the cow, as none was provided for her use. The cow was taken away precisely as she was delivered to this company by the transfer company. No notice was given to this company that the cow might be expected to calve on the route, nor was any suggestion made that any extra care should be taken of her on that account. It is evident that the cow would have come through properly if it had not been for the fact of the calf's being born that night in the car, concerning a prospect of which nothing was said to this company. I submit that it cannot be reasonably required of this company to take notice of the condition of all the animals delivered to it by the transfer company and provide extra accommodations for such animals as might be expected to need them, since indeed no notice was given this company of the condition of the animal, nor could this company be required to furnish bedding for animals shipped in its cars without its being contracted for by the parties shipping the animals. Second: A release was executed by Mr. Wales, the shipper, releasing the Burlington, Cedar Rapids & Northern railway company and all other lines over which the cow might pass from all damages to her not caused by a collision of the train. No contract was made with this company for the transportation of a calf, or for any care to be taken of a calf. The company transported the cow, as was its duty to do, and no serious damage seems to have been done, and none at all by the fault of this company. I submit that the shipper of an animal in the condition in which this cow was should have taken precautions to have provided proper bedding, and have notified the company of the extra care that might be required for the animal. Of course this company does not keep quantities of bedding on hand, nor is it required by law or custom to furnish bedding for animals transported in its cars. This is the duty of the shipper.

B. C. COOK, *General Solicitor.*

DES MOINES, IOWA, Sept. 19, 1882.

B. C. COOK, ESQ., *General Solicitor C. & N. W. R'y, Chicago:*

DEAR SIR—Your letter of September 14 in reply to complaint of H. H. Withington, Toledo, Iowa, is at hand, and in reply I am instructed by the Commissioners to send you an extract from the letter of Mr. Wales, of Iowa City, the shipper of the cow, which is as follows: "The heifer was placed in the car by my son and properly fastened, and with plenty of bedding and hay—in fact there was so much brought by my team that I understand there was a question of taking some back, but it was all left, enough for three head, the men say."

The Commissioners would like to hear from you as to whose duty it was to transfer the bedding, etc.; whether the Burlington, Cedar Rapids & Northern Railway Company, the transfer company, or the Chicago & Northwestern Railway Company; also the relation of the transfer company to the railway company.

You say: "nor could this company be required to furnish bedding for an-"imals shipped in its cars without its being contracted for by the parties "shipping the animals."

Was Mr. Wales in fault? Was it his duty to have sent a man along to take care of the cow, or was it his duty to notify the company of the extra care that might be required for the animal?

Please state the charges for the transportation of this animal as compared with the ordinary charge for shipping cattle.

By order of the Board,

E. G. MORGAN, *Secretary.*

CHICAGO, September 21, 1882.

To the Board of Railroad Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—The letter of your Secretary, of the 19th, is received. Of course I do not know anything of the circumstances under which the heifer was placed in the car of the B., C. R. & N. R'y Co. I only know that the heifer was brought and tied in our car by the transfer company, and that no bedding was placed there. The transfer company is the same to us as any other shipper. That company is not connected in any way with this company, but is employed sometimes in taking freight from the cars of this company to the cars of others, and is employed by other companies in bringing freight to us. In this latter capacity it is not our agent at all. You ask if Mr. Wales was in fault. I answer that in my opinion that either Mr. Wales or the B., C. R. & N. R'y Co. was in fault. Undoubtedly, as a prudent man, it was the duty of Mr. Wales in shipping the cow just ready to calve, to take such measures as would secure bedding for the cow, and proper care. If he shipped the cow on the B., C. R. & N. R'y Co., without having made any provision for the bedding of the cow being transferred, or without sending a man to look after it, shipping the cow just as other animals are shipped, the universal custom being not to furnish bedding, then he was guilty of the want of proper care, and the fault is his. If he contracted with the B., C. R. & N. R'y Co., stating the condition of the cow to them, to furnish or to transfer bedding, then it was the duty of the B., C. R. & N. R'y Co. to see that the bedding was transferred precisely as it was its duty to see that the cow was transferred itself. I repeat that it cannot be the duty of this company, in my opinion, to have known that that cow would have required bedding, and to have had bedding in readiness and in the car when the cow was shipped, or to have provided bedding without compensation, and without being notified to do so, and without being at all notified that it would be necessary. I do not think that your Board will require us to have stacks of bedding in readiness at every point where we ship cattle, and experts to determine in what cases such bedding is necessary; while I think it would be a proper rule to require us to take extra care of an animal in the condition of this one, where we had been notified that such care would be necessary, and the proper bedding had been provided or contracted for by the shipper.

I am very respectfully your obedient servant,

B. C. COOK, *General Solicitor.*

P. S.—As to rates, we have, and I believe all railroads have, a uniform custom of charging more for the transportation of an animal when shipped alone in a car than for a car load. Our rule is to estimate the weight of a

single head at 2,000 lbs. weight, or a single horse at 2,500 lbs. The charges of this company on this cow were $5.80 from Cedar Rapids to Toledo. We paid the B., C. R. & N. R'y Co. $6.05, their charges.

B. C. COOK, *G. S.*

TOLEDO, IOWA, September 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 19th is at hand. I sent the freight-bill, with the claim for damage, to R. C. Richards, General Claim Agent for the N. W. R'y Co. This was in compliance with the conditions of the bill, in case of trouble between railway company and shipper. By my diary I find the freight on the heifer was $11.85, and if I remember rightly the charges to Cedar Rapids were $4.35.

Very truly,

H. H. WITHINGTON.

DECISION OF THE COMMISSIONERS.

H. H. Withington resides in Tama county, Iowa, About the 15th of March, 1882, he bought a thoroughbred Holstein heifer from Thomas B. Wales, of Iowa City. The heifer was shipped at 2:15 P. M. on March 20th at Iowa City, *via* the Burlington, Cedar Rapids & Northern Railway and Chicago & Northwestern Railway to Tama City. She reached Cedar Rapids on the 20th, and was delivered by a transfer company to the Chicago & Northwestern at 10 A. M. March 21st, and reached Tama City at 9 P. M. of the same day. The heifer was due to calve in April. R. C. Richards, of the Chicago & Northwestern, says she was in poor condition and apparently sick when received from the Burlington, Cedar Rapids & Northern. When the car was opened on the morning of the 22d at Tama City a calf was found with the heifer, dead and frozen. Mr. Withington complains that the heifer suffered because food and bedding were not transferred from the Burlington, Cedar Rapids & Northern car to the Chicago & Northwestern car. When it was cold enough to freeze a calf bedding was undoubtedly necessary, but the transfer company could not be expected to move that which had been under the heifer in the Burlington, Cedar Rapids & Northern cars, and no bundles were shipped with her for that purpose. The Chicago & Nortwestern Company had no notice of the condition of the animal that would have suggested extra care, nor does it appear from the correspondence that the train men of the Burlington, Cedar Rapids & Northern had notification of her liability to need special attention. The heifer would not have suffered for want of food from Cedar Rapids to Tama City.

The trip from Iowa City to Tama City was made reasonably fast, and we fail to find negligence on the part of either company. The heifer required expert personal attention during the journey, and if Mr. Withington was not aware of the time of pregnancy of the heifer, Mr. Wales risked her life in shipping her under such circumstances. Correspondence shows that cows have been shipped safely alone in similar condition, but it is well established among stockmen that excitement, such as transportation by rail,

will often cause mishaps. The Board, therefore, are of the opinion that the negligence of the shipper was the cause of the loss, and the railway companies are not liable for damages.

Des Moines, Iowa, December 19, 1882.

TOLEDO, IOWA, December 22, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—A copy of your decision on my claim for damages of C. & N. W. and B., C. R. & N. R'y Cos. is received. I thank you for your careful and candid investigation of the case, and I suppose your conclusions are correct, but it turns out different from what I expected. I had no doubt at the start but the railway companies were responsible for the damages, but it appears from the facts gathered by your honorable Board that the shipper, Mr. Wales, was at fault. I shall send him a copy of your decision, and if he is as ready to do justice as he would be to receive justice, he will make it satisfactory. Indeed, it would be for his *interest* to *do* so.

Very respectfully,

H. H. WITHINGTON.

M. DAVISON, PRESIDENT PLANO C., L. & M. CO., PLANO, IOWA, *Complainant*, vs. WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent*. } *Breach of Contract.*

Filed August 26, 1882.

PLANO, IOWA, August 25, 1882.

Railroad Commissioners:

GENTLEMEN—We have been at large expense in sinking a coal-shaft on the line of the Wabash, St. Louis & Pacific Railway, at Plano, Iowa, and had the promise of a side-track by the M., I. & N. R'y, the predecessors of the Wabash. We were to grade and tie the side-track. We have done so. Now the Wabash Company wants to compel us to contract our coal to them without allowing us a living rate, and refuse to put in said side-track unless we work for them for almost nothing.

Have we any remedy, or must we fill up the coal-shaft and quit the business, after investing $8,000. Please answer.

Respectfully,

M. DAVISON,
President Plano Coal, Land & Mercantile Co.

DES MOINES, IOWA, August 30, 1882.

M. DAVISON, *Pres. P. C. L. & M. Co., Plano, Iowa:*

DEAR SIR—Your letter of August 25th was duly received and contents noted. The Railroad Commissioners understand you to ask them if there is any power in the Commission or the law to compel the Wabash, St. Louis & Pacific Railway Company to lay a side-track from their road to your coal mine. They think there is not, unless through your agreement with their predecessors, the Missouri, Iowa & Nebraska Railway Company. If you will send them a copy of this contract (which they suppose to be in

writing), they will examine it, and if there is any remedy will communicate with the officers of the railway.

The Board judges that you would hardly invest eight thousand dollars in the shaft and fixtures of a coal mine dependent for its successful operation upon railway facilities, without a written contract in which your agreements were fully set forth.

Under the provisions of the general railroad law any company can build a railroad where it chooses by complying with certain conditions. After it is built it is subject to State regulation, but the Commissioners know of no power in the State to compel a company to build a road or a siding to a coal mine.

They understand that it is the duty of the company to operate all roads they have built.

By order of the Board,

E. G. MORGAN, *Secretary.*

A copy of the complaint was sent James F. How, Third Vice-President of the W., St. L. & P. Co., who replied as follows:

ST. LOUIS, MO., Sept. 16, 1882.

E. G. MORGAN, *Secretary Iowa Railroad Commissioners, Des Moines, Iowa:*

Please see your letter to me, Sept. 7th, with correspondence of our General Superintendent in relation to same. I think after reading it that you will feel as I do, that Mr. Davison has nothing to complain about, as he did not keep his part of the agreement he had with our company.

After satisfying yourself that we have done no wrong in the matter, will you please return the papers to me.

Yours truly,

JAMES F. HOW, *3d Vice-President.*

The Commissioners, after an examination of the papers sent by Mr. How, found that Mr. Davison made a new contract with the W., St. L. & P. R'y Co., to have the side-track built on the 7th of September, and as he has never replied to their letter of August 30, they have dismissed the complaint.

RAND LUMBER COMPANY, BURLINGTON, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Discrimination.*

Filed Sept. 19, 1882.

OFFICE OF RAND LUMBER COMPANY,
BURLINGTON, IOWA, Sept. 10, 1882.

HON. JAMES WILSON, *Traer, Iowa:*

DEAR SIR—We wish to know if the rates of freight on lumber by the car load as established and charged by the Chicago, Burlington & Quincy R. R. Co. from Mississippi points, namely: Keokuk, Montrose and Ft. Madison,

west, are approved and sanctioned by the Railroad Commissioners of Iowa. The rate from Keokuk to Burlington is 7½ cents per 100 pounds, Montrose to Burlington 6½ cents, Ft. Madison to Burlington 5½ cents. The rate of freight on lumber from Burlington to Chariton, Iowa, 130 miles, is 12½ cents per 100 pounds; from Keokuk to Chariton 12½ cents, Montrose to Chariton 12½ cents, and Ft. Madison the same, the railroad company shipping the lumber up and through Burlington to these points without any additional charge. This is the case to all points west, as far as the Missouri River. Now, we believe this to be an unfair and unjust discrimination against Burlington and our interests. The citizens of Burlington and Des Moines county have made large donations and investments to aid in the construction of said railroad, for which we are now paying heavy taxes, hoping thereby to secure some advantages on account of geographical position, but all such advantages are taken away by the action of the railroad company, and given to such small villages as Montrose, which has contributed nothing for their construction, and is entirely free from local taxation. If such practices are to obtain in Iowa, and are approved and sanctioned by the Railroad Commissioners, we may as well abandon our real estate in Burlington and remove our lumber and business to Montrose, where we can live cheaper and avoid a heavy corporation tax. If the railroad company can haul from Montrose to Chariton for 12½ cents per 100 pounds at a profit, they can haul from Burlington to Chariton for less than 12½ cents, Montrose being 32 miles below Burlington. We ask for a fair show for business, on account of geographical position, and must have it.

Yours truly,

WM. HORNER, *Secretary.*

A copy of this complaint was sent T. J. Potter, General Manager of the C., B. & Q. R. R., who replied as follows:

CHICAGO, ILL., Oct. 2, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have before me your favor of 19th inst., transmitting complaint of Wm. Horner, Secretary of the Rand Lumber Co., alleging discrimination against Burlington in the fact (which we admit) that our rates on lumber to points on our road in Iowa are the same from Montrose, Keokuk and Ft. Madison as from Burlington, although the distance is greater. In the course of my experience I have not always found it easy to reconcile the views of the carrier with those of the shipper, but this is the first instance I have encountered in which a shipper complains that others are treated *as well* as he is. It is easy to conceive the feeling which may actuate a complainant when he imagines that others have *lower* rates than he for the same service, but it is not so easy to imagine a business man who actually appeals to your Board to protect him in a monopoly which he fancies should be his by reason of his geographical location. While it is almost unnecessary, perhaps, to make serious answer to so absurd a complaint, it may be well perhaps to point out to what Mr. Horner's theory of a tariff, based wholly on distance, regardless of other conditions, would lead us. All the lumber sold at Iowa river towns comes down the Mississippi from the north, and the further it is rafted the greater is the expense of that rafting.

By agreement between all roads interested the rates from all the river lumber markets to the Missouri river and beyond, are based on the cost of the lumber rather than on the distance; that is to say, the rate from Burlington to Council Bluffs is less than the rate from Clinton to Council Bluffs, though the distance from Burlington is greater, because it costs more to get lumber from the stump to Burlington than to Clinton. Now were the rates based on distance it would be seen that the lower river points, Muscatine, Burlington, Keokuk, etc., could by no possibility share in the traffic in competition with Clinton, since the former would pay higher rates on the

logs in the first instance, and higher rail rates for the lumber when shipped. Consequently it follows that were Mr. Horner's doctrine applied strictly, he might possibly be the gainer in the territory immediately adjacent to his own city, but he would be completely shut out elsewhere. It does not seem to me that the practice of making uniform rates from all the river towns needs any defense before your Board. To adopt any other course would be to close up the line of our road to all markets except Burlington, and create a monopoly in favor of that city. It should be borne in mind that the cost of getting lumber to these lower river towns is greater than to Burlington, and strictly speaking they should perhaps have even a lower rate. We have however thought it just and reasonable to allow these lower towns to compete with Burlington at even rates, and have ourselves shouldered the misfortune of the extra haul in the effort *not* to discriminate against the lumber interests below Burlington. That in doing this we should encounter a complaint from Burlington is unexpected. The president of the Rand Lumber Company personally stated to me not long since that he thought the rates from Keokuk to the Missouri river should be *less* than from Burlington. Possibly it would be well for Mr. Horner to argue this subject with his president. *Distance* cannot in all cases be made the governing factor in the making of rates; to adopt it as such would be to crush out many thriving towns and industries and in many instances create offensive monopolies, and should we pursue such a policy your Honorable Board would be inundated with complaints. Even Mr. Horner would not, I think, be satisfied with the strict application of his own rule. I should be pleased to learn the opinion of the Board in this case, since should we be adjudged to be in the wrong it would work a radical change in the policy and rates of our road, and probably of others in your State.

Very respectfully,

T. J. POTTER, *General Manager.*

DECISION OF THE COMMISSIONERS.

This is a case in which Wm. Horner, secretary of the Rand Lumber Company, of Burlington, Iowa, complains that the rate—twelve and one-half cents per cwt.—on lumber from Keokuk, Montrose and Ft. Madison to Chariton, Iowa, is the same as the rate from Burlington to Chariton, and that the same rate is charged all points west as far as the Missouri river from the above mentioned points. He also complains that if the company can haul for twelve and one-half cents per cwt. from Keokuk to Chariton, it can haul from Burlington for less, and to refuse to do so will deny to Burlington lumber men any advantage on account of location and geographical position. By agreement between all roads interested the rates from all the river lumber markets to the Missouri river and beyond are based on the cost of the lumber rather than on the distance; that is to say, the rate from Burlington to Council Bluffs is less than the rate from Clinton to Council Bluffs. The Mississippi river is the furnishing point for all initial Iowa lumber manufacturing markets. It costs more to raft logs to Keokuk than to points farther up the river. If less freight to points west were not charged by the railroads from southern than northern markets the most northerly market on the river would do all the business at points that it could reach by railroad. The principle Mr. Horner asks to be applied for the benefit of Burlington as against points farther south would ruin the lumber business of that town where it came into competition with points farther north. The railroad

companies encourage manufacturing on their lines in Iowa by rates that enable competition with points in States farther east, and in this instance have arranged amicable rates that enable lumbermen all along the Mississippi river front to compete with one another, the railroad companies taking into consideration the cost of logs and encouragement necessary. To change this would stop most of the southern lumber markets on the river, and with regard to manufactures in the interior of the State the same result would follow. The present arrangement respecting lumber enables all to do business while the compensation to the railroads varies. To a great extent a railroad company must protect the business on its lines in competition with like business conducted on rival lines under more favorable circumstances, or it loses that particular business. The Railroad Commission do not think it is their duty to so interfere as to destroy business so helped by a railroad company at its own expense for the purpose of adding that business to another locality.

The Commissioners understand Mr. Horner's complaint to be based upon the idea that a *pro rata* rate per mile should govern the Chicago, Burlington & Quincy Company in arranging their tariffs on lumber from the Mississippi river to points west. If this rule should govern in the shipment of lumber it should also in all other freight, and yet, outside of wool, butter, and possibly some other condensed forms of agricultural productions, there is nothing from the soil of Iowa that under a *pro rata* rate would bear transportation to the Atlantic cities. The principle underlying Mr. Horner's complaint, the Commissioners think, would be fatal to almost every Iowa interest, and if they are correct in their information, few interests would suffer more than the lumber manufacturers. The rate from Burlington west is not understood to be oppressive or unreasonable, and until it is so claimed the Board do not feel that it is their duty to disturb it, even if other points less favorably located receive the same.

Des Moines, Iowa, October 14, 1882.

GEORGE BENEDICT, MAXWELL, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Damage to can of oil.*

Filed, September 23, 1882.

Mr. Benedict shipped from Dubuque by the Chicago, Milwaukee & St. Paul Railway to Maxwell a can of oil, which he claims was burst open while in transit, and oil to the value of $3.97 wasted. He says: "the company refuses "to pay damages on the ground that the goods were shipped at owner's risk."

A copy of the complaint was referred to General Manager Merrill of the C., M. & St. P. R'y, who after an investigation of the matter, ordered the

claim paid, although his company had carried the oil at half the regular rate on account of shipper assuming all risk of accidents while in transit.

Complainant acknowledged receipt of the money and asked to have the case dismissed.

TOWNSHIP TRUSTEES OF RED OAK, MONTGOMERY COUNTY, IOWA, *Complainants*, vs. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*. } *Discrimination.*

TOWNSHIP TRUSTEES OF GRANT v. SAME.

JOHN HATSWELL, OF RED OAK, v. SAME.

Filed, October 5, 1882.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

The undersigned trustees of the township of Red Oak, in the county of Montgomery, State of Iowa, respectfully represent and show to your honorable Board, that there now exists in said county an unlawful combination between certain persons who are engaged in buying and shipping grain and other products of the country at the different railroad stations in said county and the Chicago, Burlington & Quincy Railroad Company, which said unlawful combination has been regularly formed by the adoption of written articles of association, containing pledges, promises, and penalties.

And your petitioners say that they are informed and believe that the aforesaid articles of association are to the effect that the members of said association bind themselves under penalties to ship all the grain and other products purchased by them to some eastern market by way of Chicago, over the said railroad company's road, and that said railroad company binds itself to give the members of said association advantages and facilities for shipping the commodities purchased by them, over other shippers of like commodities, and to give such members concessions of rates, drawbacks or contracts for special rates not given or allowed to other shippers.

We, therefore, pray that you will without delay investigate the matter and apply such remedy and relief in the premises as may be within your power under Chapter 77 of the Acts of the Seventeenth General assembly of the State of Iowa.

L. N. HARDING,
C. F. HALL,
HENRY PETERSON. } Trustees of Red Oak township.

RED OAK, IOWA, October 3, 1882.

DEAR SIR—Enclosed please find a petition from the trustees of Red Oak township in this county to the Board of Railroad Commissioners, requesting them to investigate a complaint made about certain combinations here between certain persons and the C., B. & Q. R. R. Co., which the petition in part sets forth.

I request that you will at once and without any delay notify the members of the Board of the fact that the application for an investigation has been filed, and that the petitioners are urgent for a speedy investigation, and desire that it be held at Red Oak.

Yours very truly,

Z. T. FISHER.

Similar complaints were about the same date filed by the township trustees of Grant township, Montgomery county, and also by John Hatswell, of Red Oak, against the Chicago, Burlington & Quincy Railroad Company.

These cases being the same in all their facts the determination of the one case substantially disposes of all of them.

DECISION OF THE COMMISSIONERS.

This is a case in which the trustees of Red Oak township, Montgomery county, complain that there is an unlawful combination existing between grain-buyers at different railroad stations in Montgomery county and the Chicago, Burlington & Quincy Railroad Company; that there is an association of grain-buyers bound together for mutual benefit by articles of association, containing pledges, promises and penalties; that said association bind themselves under penalties to ship all grain and other produce to eastern markets over the C., B. & Q. R. R.; that said company binds itself to give the members of said combination better facilities for shipping than persons outside of the combination; and further, it binds itself to give the members of said combination concessions in rates not given to persons outside of said combination for like commodities under "like conditions and circumstances."

The Board notified the C., B. & Q. R. R. Co. of these complaints, and by correspondence and intercourse with its officers became possessed of all the facts in the case from both sides. The question raised comes under section 11, of the acts of the Seventeenth General Assembly, for the establishment of a Board of Railroad Commissioners, which is as follows: "No railroad "corporation shall charge, demand or receive from any person, company or "corporation, for the transportation of persons or property, or for any other "service, a greater sum than it shall at the same time charge, demand or "receive from any other person, company or corporation for a like service "from the same place, or upon like conditions or circumstances; and all "concessions of rates, drawbacks, and contracts for special rates, shall be "open to and allowed to all persons, companies and corporations alike, at "the same rate per ton per mile by the car-load, upon like conditions and under "similar circumstances." * * * Mr. T. J. Potter, General Manager of the C., B. & Q. R. R., says that the charge that a rate is given to this association that would be denied under similar circumstances to others, is not correct.

This case raises the fair construction of the statute quoted. A technical construction would render it useless, as far as preventing discrimination is concerned, because circumstances are never quite the same with regard to shipments. An association may be able to offer more goods than an individual of a given product of a special industry, and no good reasons exist for getting a lower rate than should be given to the individual who can offer the carrier less goods of the same product, in the same line of business. The association may own elevators that have cost considerable

capital to build, and railroads require elevators, but that is not a good reason why an individual who does not own an elevator should pay more for transportation if he loads without delay. There are about one thousand stations in the State. To each of these trains go daily to gather together the cars loaded for market. The shippers send, as it happens, one or more cars daily. Provision is made by all companies to take all the cars offered. The theory of the law is that it should cost about the same for like distances on all roads, giving to parallel roads about what produce grows, or is prepared for market, on tributary territory. The railroad manager knows about what locomotive power will be required at any season to do the work of carrying. The capacity of all the roads to move freight is equal to the requirement for it. From the standpoint of the carrier's interest, it is needless to make a rate less than what is fair and reasonable. From the shipper's standpoint, the rate should not be more than fair and reasonable. When such arrangements exist for moving the crops to market, to give rebates to any individual gives him an advantage over other shippers that he has no right to. When rebates are given to an association of shippers that are denied to an individual it puts him at a disadvantage in purchasing and tends to encouragement of monopolies, resulting in neighborhood dissatisfaction. "Like conditions and circumstances" seems to us to be applicable to all shipments made in the usual course of business arising as above described, where a shipper loading from an elevator or on the side track should expect the same rates. There is no good reason why a farmer or merchant should not get the same rate as an elevator man gets, provided he loads substantially in the same time. Grain is nearly all sent to market through elevators, and the investment in elevators has sufficient advantage over side track loaders without rebates. We do not believe that the law requiring like rates under like conditions and circumstances justifies distinctions between owners of elevators and other shippers.

In this case we recommend that like charges be made, where not less than full car load lots are offered at the same station, and if any concessions or drawbacks be given they should be open to all shippers offering freight of the same kind, in the same class, in the same line of business.

Des Moines, Iowa, Feb. 23, 1883.

J. R. JAMISON, OSKALOOSA, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & PACIFIC RAILROAD COMPANY, *Respondent.*
} *Failure to comply with section 1288, Code of 1873.*

Filed October 2, 1882.

Mr. Jamison complains that the Chicago, Burlington & Pacific Railroad Company built their road last spring, but have failed to put in either cattle guards or crossings.

A copy of the complaint was sent John Sully, superintendent of construction, who referred it to S. C. Cook, president. Mr. Cook replied that the matter complained of was on the line of the Central Iowa Railway, and writes that he "presumes they are fully competent to attend to them." Mr. Pickering, superintendent and treasurer of the Central Iowa Railway, was then, December 7th, written to, who replied at once that owing to the failure of the contractors who had this line in charge to complete their work, his company had been obliged to assume the same. That he had ordered material for cattle guards, etc., on the ground and would put them in at the earliest possible day.

G. B. Nelson, S. C. McCune, William Burnside, Henry Steddon, and C. M. Chick, sent the Board, October 5, a complaint of the same purport as the above, which was referred to same parties with the same result.

JOHN N. HILL, FORT DODGE, IOWA, *Complainant,*
vs.
MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed October 4, 1882.

DECISION OF THE COMMISSIONERS.

John N. Hill, of Fort Dodge, writes to the Board stating that the Minneapolis & St. Louis Railway Company charges four cents per hundred pounds more on lumber from Minneapolis to Badger, than it charges to Fort Dodge, nine miles greater distance.

C. H. Hudson, general manager of the M. & St. L. R'y, says: That the regular tariff schedules to Fort Dodge and Badger are fourteen cents a hundred pounds on lumber; that owing to a cut rate made by the Illinois Central Railroad Company at Fort Dodge, a reduction of four cents a hundred pounds on lumber was made to that point. Mr. Hudson says further: That the carriage of grain and lumber from these stations to points in Minnesota is clearly inter-state; citing the decisions of the Supreme Court of Iowa, in the case of *John A. Carton & Co. v. Illinois Central R. R. Co.*, and decisons of this Board to the same effect; *D. Armstrong & Co. v. Illinois Central R. R. Co.*, report of 1879, p. 15; *McClintock v. C., M. & St. P. R'y Co.*, and *B., C. R. & N. R'y Co.*, report of 1879, pp. 17, 18; *Crandall & Eyer v. Ill. Cent. R. R. Co.*, report 1881, p 132.

The question of jurisdiction raised by Mr. Hudson is well taken, and when raised in cases of this kind precludes the Board from recommending. We cannot insist on redress for shippers from Badger, while we are clear that rates should be at least as low for the shorter as the longer haul, unless reasons for exemptions exist.

If the rate made by the Illinois Central R. R. Co., at Fort Dodge, compels equally as low rates to be made at that point by the M. & St. L. R'y Co., and

as Mr. Hudson states, the rates of the M. & St. L. R'y to Badger are less now than the tariff schedules of 1874, presumeably reasonable, then, in order that the merchants and producers in the vicinity of Badger may profitably and conveniently transact business at home, the rate there should sympathize with the cut rate at Fort Dodge, as recommended by the Commissioners, in the case of *B. Lighthall v. Illinois Central Railroad Co.*

Des Moines, Iowa, January 20, 1883.

JOHN MEHLHOP, SON & Co., DUBUQUE, IOWA, *Complainants,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed October 23, 1882.

Complainants aver that goods shipped by them to parties along the line of the Chicago & Northwestern Railway, between Webster City and Sioux Rapids, are held by that road at Webster City and not forwarded promptly as they should be, and asked the Commissioners to investigate the matter. A copy of the complaint was sent General Manager Hughitt, who replied, that if Messrs. Mehlhop & Co. would give some specific case where freight has been delayed on the C. & N. W. R'y, between Webster City and Sioux Rapids, it would be promptly investigated. Messrs. Mehlhop & Co. subsequently wrote the Board that they thought there would be no further trouble in regard to shipments, and withdrew the complaint.

CITIZENS OF ADEL, IOWA, *Complainants,*
vs.
DES MOINES & FORT DODGE RAILROAD COMPANY, *Respondent.*
} *Failure to let passengers off at crossing of W., St. L. & P. R'y.*

Filed October 23, 1882.

Complainants call the attention of the Board to the fact that the Des Moines & Fort Dodge Railroad Company refuse to stop their trains at the crossing of that road with the Wabash, St. Louis & Pacific Railway near Waukee to let off and take on passengers who desire transfer from one road to the other.

The Board called the attention of Superintendent Gilmore, of the Des Moines and Fort Dodge road, to the facts as set forth in the letter of complaint, and his reply was "that the depot owned and used by them at Wau-"kee had been in use since the completion of their road, and all the business "houses of the place are located adjacent thereto. The Wabash, St. Louis &

"Pacific Railway crossing was about 1,300 feet north of the depot of the Des "Moines & Fort Dodge road, and trains as now run on the two roads did not "connect, and passengers had ample time to reach the depots of the respective "roads before the departure of trains. Besides, all trains were obliged to "stop before making crossing, and to stop at crossing would necessitate "three stops while passing Waukee," which he considered unnecessary.

Mr. Gilmore seemed anxious to accommodate the traveling public, and had given orders to conductors to stop and let off passengers whenever any one desired to get off at crossing.

This the Board, under the circumstances, were of the opinion was all the public could ask, and so notified the citizens of Adel.

EARL BILLINGS, OGDEN, IOWA, *Complainant,*
vs.
MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY AND CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents.*
} *Failure to comply with Section 1292, Code of 1873.*

Filed Nov. 3, 1882.

Complainant, at the request of the business men of Ogden, calls the attention of the Commissioners to the fact that the Minneapolis & St. Louis Railway was finished to Angus in fall of 1881; that at Ogden it crossed the line of the Chicago & Northwestern Railway, and that the provisions of Section 1292, of the Code, had not been complied with; and that shippers and others desiring to transfer cars from one road to the other could not for the want of a "Y," or connecting track. The Board at once called the attention of the general managers of the intersecting roads to the requirements of the law relating to the putting in of a "Y," and both agreed to have the connecting track put in at once.

The Board are, however, advised that at this date (January 25, 1883) nothing has been done by either company, and the citizens of Ogden are patiently waiting.

E. E. GOULD, GOLDFIELD, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*
} *Failure to switch cars.*

Filed November 9, 1882.

Complainant avers that he is shipping goods from Des Moines over the Chicago & Northwestern Railway, and cannot unload on the "Y." Burlington folks refuse to transfer, and asks: "What am I going to do?" To a copy of the complaint Superintendent Ives writes the Board "that the 'Y' was "placed there for purposes of transfer and not as a side track. There would

"be no objection, however, to our taking any cars from the 'Y' to our depot "at Goldfield for such remuneration as is allowed us under the tariff, but we "could hardly be expected to do such work for nothing."

Under date of December 9 Mr. Gould wrote the Board to drop the complaint.

C. W. ROBISON, DUBUQUE, IOWA, *Complainant.*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*
} *Discrimination and overcharge.*

Filed, November 9, 1882.

DUBUQUE, IOWA, November 4, 1882.

To Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am obliged to call the attention of your honorable body to the exorbitant and unjust freight charged by the B., C. R. & N. Railway on lumber per car load, with a minimum of 24,000 pounds, from Independence to Oelwein, a distance of fourteen miles. Their rate is 6½ cents per 100 lbs. As I understand the law they are allowed to charge "a reasonable rate," and if a complaint is made it is to be determined whether reasonable or not by your honorable body. I wish to enter my most solemn protest at this rate which cuts me entirely off from that point in selling my lumber. If lumber could be shipped there from Dubuque the cars used would be Illinois Central cars, and I claim and respectfully demand your immediate and kindly attention to this unjust discrimination against this point. Trusting your favorable intercession in this matter, I remain, gentlemen,

With much respect,

C. W. ROBISON.

This was acknowledged November 10, and a copy sent General Superintendent Ives of the Burlington, Cedar Rapids & Northern Railway, who replied as follows:

CEDAR RAPIDS, IOWA, November 14, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Reply to yours of 10th regarding complaint of C. W. Robison, of Dubuque, on lumber rate to Oelwein. A rate of 12 cents per 100 pounds on lumber is made by the Illinois Central Railroad and Burlington, Cedar Rapids & Northern Railway. The Illinois Central Railroad allow Burlington, Cedar Rapids & Northern Railway 6½ cents on this rate. Mr. Robison has no cause of complaint as he gets a much lower rate than he could expect under the present arrangement between the roads. As our division of the rate is same, or very nearly so, as formerly allowed under the so called "Granger Tariff" for same distance, it cannot be called "unreasonable."

Yours truly,

C. J. IVES, *General Superintendent.*

A copy of this letter was sent to Mr. Robison, November 17.

DECISION OF THE COMMISSIONERS.

C. W. Robison, a wholesale dealer in lumber at Dubuque, ships lumber to Oelwein via the Illinois Central Railroad and the Burlington, Cedar Rapids & Northern Railway. The distance is eighty-three miles; seventy miles of the route is over the Illinois Central Railroad and thirteen miles is over the Burlington, Cedar Rapids & Northern Railway.

The joint rate is twelve cents a hundred pounds, of which, Mr. Robison says the Burlington, Cedar Rapids & Northern Railway gets 6½ cents, while the Illinois Central gets 5½ cents. The joint rate is altogether $6\frac{87}{100}$ cents per one hundred pounds less than the tariff of 1874; that is generally regarded as approaching reasonableness.

The Illinois Central Railroad Company evidently considers it wise to give the Burlington, Cedar Rapids & Northern Railway Company this per cent of the joint rate that it would get by adding the local rate to transfer allowances. The Illinois Central Railroad Company competes with other lines that haul from Mississippi River points, and when joint arrangements are made that are not unreasonable and that do not unjustly discriminate, there is no good cause for complaint.

The distance is less from Oelwein to points on the Mississippi River farther north than Dubuque, than from Oelwein to Dubuque.

If the Illinois Central Railroad Company and the Burlington, Cedar Rapids & Northern Railway Company see fit to make a low joint rate for a longer haul, this Board does not feel justified in interfering therewith.

Des Moines, Iowa, December 22, 1882.

L. H. DALHOFF & CO., BURLINGTON, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY, AND WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANIES, *Respondents.*
} *Selection of route to market.*

Filed November 10, 1882.

DECISION OF THE COMMISSIONERS.

L. H. Dalhoff & Co. are merchants, located at Burlington, Iowa. They complain that goods shipped by them on the 16th of October, 1882, from Burlington to Solomon, a point on the Omaha branch of the Wabash, St. Louis & Pacific Railway, in Mills county, were not delivered at Solomon until about November 20th.

Mr. T. J. Potter, general manager of the Chicago, Burlington & Quincy Railroad says in reply to a copy of the complaint, "that the C., B. & Q. han-"dled none of the freight referred to."

The goods it appears from the evidence received were shipped by the Chi-

cago, Burlington & Kansas City Railway from Burlington to Sedan, a junction of the Chicago, Burlington & Kansas City Railway and the Wabash, St. Louis & Pacific Railway, from whence they were forwarded to Humeston and there held until November 20. Mr. A. C. Bird, general freight agent of the Wabash, St. Louis & Pacific Railway, admits the delay of the goods at Humeston, and says: "The delay was caused by the route selected by the "shippers."

Complainant says in answer to that, if the Wabash, St. Louis & Pacific Railway could not take the goods to destination they should not have accepted them. Complainant further says that the goods could have been shipped to Malvern or Shenandoah, within fifteen miles of destination, where the Wabash, St. Louis & Pacific Railway crosses the Chicago, Burlington & Quincy Railroad, but the Chicago, Burlington & Quincy Company refuse goods for that section because the Wabash will not receive goods from the Chicago, Burlington & Quincy Company shipped from Burlington, except at certain designated points, for the reason that the Chicago, Burlington & Quincy Railroad would get pay for the long haul, and the route by the Wabash is the longer route.

The Wabash denies refusing to receive goods from the Chicago, Burlington & Quincy Railroad, except at designated points.

Messrs. Dalhoff & Co. say that they are losing their trade in the localities mentioned in consequence of the want of harmony among the railroads through whom they could promptly reach their customers.

As guarantees for the future are the objects aimed at by the complainant it is not considered necessary to enter into a more minute investigation to determine which company has been at fault.

The Board is of the opinion that the shipper has the right to select the route that he may desire. It is the duty of the railroad officials to receive freight on their respective lines and bill it as the shipper desires. The long haul may be desirable to the carrier, but the convenience of the shipper should have primary consideration. The observance of this principle will give quite as much equality in the distribution of freight as arbitrary dictation by the carrier. No one can determine for the shipper as well and as satisfactorily as himself how he wants to reach his market, and any other policy will be productive of dissatisfaction. Messrs. Dalhoff & Co. have a right to ship by the Chicago, Burlington & Quincy to Malvern or Shenandoah, and it is the duty of the Wabash, St. Louis & Pacific Railroad Company to receive goods at those points and carry them to Solomon, Imogene, and other points on their line at their customary local rates where no joint rate is arranged for, just as it is the duty of Chicago, Burlington & Quincy Railroad Company to haul goods short distances over their line that have traversed longer distances over the Wabash, St. Louis & Pacific Railway. Any other conclusion would cripple trade without giving any benefit to the carrier. Freight naturally seeks the nearest or quickest or cheapest route to market, and the fewer obstacles it meets with the better for the public.

Freight, if allowed to enjoy this freedom, will distribute itself more satisactorily over the railroads than if arrested and diverted by the carrier.

Des Moines, Iowa, Feb. 9, 1883.

HENRY D. SMITH, MONTICELLO, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Overcharge.*

Filed November 16, 1882.

DECISION OF THE COMMISSIONERS.

This is a case in which Henry D. Smith complains that the Chicago, Milwaukee & St. Paul Railway Company charges him more than a fair rate on mill feed from Delaware Junction, in Delaware county, to Monticello, in Jones county.

Mr. Smith had mill feed shipped from Aplington and other points on the Illinois Central Railroad to Delaware Junction, thence *via* the C., M. & St. P. R'y to Monticello. He was charged seven cents per hundred pounds for one car, billed September 30, 1881, and subsequently charged six cents per hundred pounds for three cars of ten tons and upwards each.

The distance from Delaware Junction to Monticello, Mr. Smith says, is twenty miles. Class "C" roads, of which this is, were allowed by the tariff of 1874 to charge five and ninety-four one-hundredths cents per hundred pounds for twenty miles, plus twenty per cent, which would equal seven and one hundred and twenty-five one-thousandths cents. The regular rate charged by the C., M. & St. P. R'y Co. is seven cents, but a special rate now made is six cents per hundred, which seems to the Board to be reasonable.

Mr. Smith mentions a misunderstanding with the Ill. Cent. R. R. Co., regarding two cars that were sent to Farley by mistake and transferred there to the C., M. & St. P. R'y, but does not insist, as we understand him, on that point being made a part of his complaint.

It is difficult to arrive at what is absolutely right in all cases of charges for hauling freight. When the Board finds railroad companies charging less than the tariff of 1874 allowed, the presumption is that it is not excessive. and we have no evidence to convince us that the charges of the C., M. & St. P. R'y Co. in this case were too high.

Des Moines, Iowa, December 14, 1882.

B. LIGHTHALL, ALDEN, IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*.
} *Discrimination.*

Filed Nov. 24, 1882.

ALDEN, IOWA, Nov. 23, 1882.

Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—I wish to enter protest against the Illinois Central Railroad Company for discriminating against this place, or against me, in charges for freight on lumber from Dubuque and points east and north of there to Alden.

Their regular tariff on lumber from Dubuque to Iowa Falls, six miles east of here, is 13 cents per hundred pounds. From Dubuque to Webster City, twenty-five miles west of here, is 14 cents per hundred pounds. The rate from Dubuque to Alden is 13¼ cents per hundred pounds.

Their rate now, and for nearly a year past, is 10 cents a hundred pounds to both Iowa Falls and Webster City, and as we come in direct competition with both of these cities, this discrimination in freights has, and is, working greatly to my injury.

Now, has the railroad company a right to do this, and what steps will it be necessary for me to take to obtain redress? And is there any way in which I could obtain from them the amount already paid them in excess of the 10 cent rate to these other places? An early reply will greatly oblige.

Yours, very truly,

B. LIGHTHALL.

A copy of the complaint was sent Mr. W. K. Ackerman, President of the Illinois Central Railroad Company, November 24, and on the 6th of December the following reply was received:

CHICAGO, ILL., 5th Dec., 1882.

E. G. MORGAN, *Secretary Railroad Commissioners of Iowa:*

Your favor of the 24th ultimo, to our President, with enclosure of complaint of Mr. B. Lighthall, of Alden, has been referred to me for reply.

Our tariff rates on lumber from Dubuque to Iowa Falls are $25.95; to Alden, $26.45; to Williams, $27.05; to Blairsburg, $27.35; to Webster City, $28.00. These rates are for car loads of 20,000 pounds. About the 1st of July the Chicago & Northwestern Railway made a rate from Winona to Webster City of 14 cents per hundred, the same as from Dubuque. We protested that it was too low for 250 miles haul as against our haul from Dubuque of 172 miles, and that taking the purchase price of lumber at Winona as compared with that of Dubuque, it would rule the dealers at the latter place out of the business. The Chicago & Northwestern Railway would not agree to anything different, and in all reasonableness it seemed that we ought to protect Dubuque, and we therefore made a rate of 10 cents. The Chicago & Northwestern Railway then made the rate from Winona 12 cents, and it now stands 12 cents from Winona and ten cents from Dubuque. Had we maintained our tariff rates from Dubuque to Webster City, Dubuque and the Iowa points would have lost the business as well as ourselves.

These questions will come up, but it seems to me we have handled this one on good business principles. There has been no change in the rates to Iowa Falls or Alden, the ten cent rate at Iowa Falls referred to by Mr. Lighthall being simply our proportion of the through rates from Dubuque to points on the B., C. R. & N. R'y, and not applying to Iowa Falls locally. I may add that Webster City is twenty-two miles from Alden and I do not think this difference in rates at all interferes with the legitimate business of Alden.

I would be very glad to have the judgment of the Honorable Commission on the subject, for we mean to defend our patrons both shippers and receivers if possible.

Yours truly,

J. F. TUCKER, *Traffic Manager.*

DECISION OF THE COMMISSIONERS.

B. Lighthall is a lumber dealer residing at Alden, a station in Hardin county on the Illinois Central Railroad. He complains that he is charged 13¼ cents a hundred pounds on lumber from Dubuque, while the rate to Webster City, a station twenty-two miles west of Alden, is only 10 cents a hundred pounds. He further complains that the rate to Iowa Falls, a station on the same road, is only 10 cents a hundred pounds on lumber from Dubuque. J. F. Tucker, traffic manager of the Illinois Central Railroad, says that the 10 cent rate from Dubuque to Iowa Falls is not given to dealers, but is the Illinois Central's proportion of through business in connection with the Burlington, Cedar Rapids & Northern Railway. Mr. Tucker says with regard to the Webster City rate, that the Illinois Central formerly charged 14 cents per hundred pounds on lumber from Dubuque to that point. The rate to Williams is and was 13½ cents and to Blairsburg $27.35 per car of ten tons.

Mr. Tucker further says, that about the first of July, 1882, the Chicago & Northwestern Railway Company made a rate of 14 cents a hundred pounds on lumber from Winona, in Minnesota, to Webster City, a distance of 250 miles, the same rate as the Illinois Central charged from Dubuque, a distance of 172 miles. The Illinois Central thereupon reduced its rates from Dubuque to Webster, City to 10 cents a hundred pounds, when the Chicago & Northwestern reduced its rates to 12 cents, at which rates business is now being carried on by both roads.

There is a question of discrimination affecting merchants and producers, that arises whenever cut rates at competing points affect the non-competing points within reach of the competiton. Whether this condition of relative advantage and disadvantages to citizens living at competing and non-competing points is justifiable, is raised whenever the situation is the same throughout the State.

The rates to Alden, Williams, and Blairsburg are the same as fixed by the General Assembly in 1874, and presumably reasonable. The complaint is concerning the relative charge to Webster City with which those towns compete.

The proposition seems plain, that if lumber can be hauled from Dubuque to Webster City for 10 cents a hundred pounds, it can be hauled to Alden, twenty-two miles less distance, for the same amount. This would include all the stations east of Webster City, where more than ten cents a hundred pounds is now charged. It would compel the Illinois Central to conform its rates east of Webster City to rates fixed by the Chicago & Northwestern—however low—that runs into Minnesota, and thereby gives an interested character to traffic over it, as held by the Supreme Court of Iowa, in the case of *John A. Carton & Co. v. The Illinois Central Railroad Company*, unre-

ported. To require rates for shorter hauls to be made as low as for longer distances, would seem a rule just in itself, except when intruding factors like inter-state commerce in this case mark the exception.

Inter-state commerce comes into Iowa on all sides, and freight so coming can be hauled at any rate the carrier sees fit to charge at any given point, other considerations than the cost of service governing. A rule requiring that no more be charged at any point for hauling freight than for a greater distance would, if generally applied, give many of our markets to companies hauling from outside the State, without general benefit.

Traffic in this case on the Illinois Central is within the jurisdiction of the State, while that on the C. & N. W. is inter-state. Charges on lumber from Dubuque to any point on the Illinois Central can be considered by the Railroad Commissioners; charges on lumber from Winona to any point in Iowa cannot. To require the Illinois Central to lower its rates to all stations east of Webster City where it now charges more than ten cents a hundred, while we have no jurisdiction to require the C. & N. W. to lower its rates on either side of Webster City, would practically give Webster City market to the C. & N. W., as it could maintain its rates north and south at non-competing points above 10 cents a hundred, while it could make a rate at Webster City so low that the Illinois Central could not afford to lower its eastern rates accordingly. That part of the Illinois Central west of Iowa Falls does not pay more than reasonable interest on the investment now, owing to the sparsely settled condition of the country. Whatever recommendation is made by the Board must in this case comprehend especially the ability of the Illinois Central to comply with it in view of the independent condition of its competitor.

Some positions taken by us heretofore will, we think, suggest relief to the non-competing points, and at the same time have regard to the ability of the Illinois Central to adopt them. In making rates from Mississippi River points, the towns some distance apart are regarded as one, and in the Rand Lumber Company case, decided by this Board, we refused to interfere where rates to interior points in the State were the same from Burlington, Fort Madison, Montrose, and Keokuk. From the Missouri River rates are made the same eastward or westward from Council Bluffs or Omaha. The towns are regarded as one from a transportation standpoint. When a railroad is charging fair rates that gradually increase with distance, and is compelled to materially lower its charges when it comes into competition with a competing line carrying inter-state commerce, the stations on either side of the junction should be regarded as one with it, to the extent of sympathy in charges; so that the non-competing points may not have their business relations deranged by the cut rate at the competing point, and where cut rates are made when commerce is within the State on both competing lines, the rate at the competing point should not be less than for shorter hauls on either line. When the citizens of Blairsburg, Williams, and Alden go to Webster City for lumber because it is sold cheaper there by dealers on account of lower freights, they buy lumber that should have been stopped at

their towns, and the Illinois Central might just as well have left it there as to have hauled it to Webster City. The Illinois Central probably would prefer and could better afford to haul lumber cars to Webster City at ten cents a hundred rather than switch them out and into trains at Blairsburg, Williams, and Alden, but that is not a good reason for not hauling lumber to Blairsburg, Williams, and Alden at the same rate as to Webster City.

The principle we recommend is that the rates to points east from Webster City be gradually lowered, beginning at Alden and decreasing to Webster City, so that farmers can as well afford to buy at those points as at Webster City, where the rate is controlled by the Chicago & Northwestern. This arrangement will secure to the Illinois Central the carrying of lumber needed at stations on its own line. Farmers now going from Blairsburg, Williams or Alden to Webster City, buy lumber hauled by the Chicago & Northwestern Railway to some extent.

It will secure to the merchants of Blairsburg, Williams, and Alden their home business. The true theory of transportation requires that producers be accommodated at the nearest station. The people of no section of the State should be required to travel long distances to do business at a competing point because the rates to the stations nearer to them are so high comparatively as to forbid their dealing there. The cost of hauling is not so much in question in this case as neighborhood convenience.

There is no reason why this principle should not apply at every non-competing point in the State where business is deranged by the influence of cut rates at some adjacent competing point, and while in this case the reasonableness of the schedules of the Illinois Central prevents the Board from recommending all rates east of Webster City being made at least as low as at that point, we see no reason why they should not so sympathize with the Webster City rates as to retain home business to merchant, and farmer, and railroad.

Some of the railroad companies group neighboring towns in equal rates to prevent local derangement, overlooking distances to accomplish that purpose. The Commissioners recommend that the Illinois Central gradually reduce its rates east from Webster City as indicated.

Des Moines, Iowa, January 19, 1883.

J. H. YUNGELAS, WEBSTER CITY, IOWA, *Complainant.*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY. *Respondent.*

Application for removal and enlargement of culvert.

Filed November 24, 1882.

Mr. Yungelas writes the Commissioners and asks them to come to Hamilton county and inspect a certain culvert located on the Illinois Central Rail-

road one and one-half miles east of Duncombe. He desires to have the culvert enlarged and moved to a more convenient place so the public highway can be straightened.

Mr. E. T. Jeffrey, General Superintendent of the Illinois Central Railroad, was asked by the Commissioners to investigate the location of the culvert and its capacity, which he did, and reported that while there was in his judgment no immediate necessity of a larger culvert, he would as soon as the frost was out of the ground in the spring, cause the culvert to be enlarged, which fact was reported to Mr. Yungelas, who reports to the Board that he was perfectly satisfied with the action of the General Superintendent.

APPENDIX B.

LEGISLATION AND DECISIONS.

LEGISLATION.

The following laws relating to railroad matters were enacted by the Nineteenth General Assembly of the State of Iowa.

CHAPTER 102.

CANCELLATION OF RAILROAD AID TAXES.

AN ACT Providing for the Cancellation of Taxes voted to aid in the Construction of Railroads. S. F. 331.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That in all cases where taxes have been or may hereafter be voted and levied upon the property of any township, city, or town in any county in this State, for the purpose of aiding in the construction of any railroad, under and by virtue of the laws authorizing and permitting the voting and levying of such tax, and when the railroad company to whom such taxes have been or may hereafter be voted has complied with the terms and conditions on which such aid or tax was or may hereafter be voted, and when such railroad company, by reason of the compliance with the terms and conditions on which such tax was voted, is entitled to receive the same and have such taxes collected and paid, neglects or refuses to receive such taxes or to permit the same to be paid and collected and certificates issued, as provided by law, for the period of six months after such tax is due and payable, such railroad company shall forfeit all *their* [its] right to such aid or tax; and the board of supervisors of the county in which such aid or tax was or may hereafter be voted and levied shall cause such tax to be abated and canceled on the tax-books of such county; *Provided*, that in all cases where taxes have been heretofore voted in aid of the construction of any railway it shall be the duty of the board of supervisors before causing the cancellation and abatement of such tax to give the railroad company to whom the tax was voted at least thirty days' notice in writing of their intention to abate and cancel such tax, such notice to be served like original notices.

Railroad companies entitled to receive tax voted failing to collect same within six months to forfeit right to same.

Duty of board of supervisors.

Companies to have notice.

SEC. 2. This act being deemed of immediate importance shall take effect and be in force from and after its publica-

Publication.

tion in the Iowa State Register and Iowa State Leader, newspapers published at Des Moines, Iowa.

Approved, March 16, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 18, and the *Iowa State Register* March 22, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 107.

S. C. & ST. P. LAND-GRANT RESUMED.

Sub. S. F. 40. AN ACT to Resume all the Lands and Rights conferred upon the Sioux City & St. Paul Railroad Company by or under an act of Congress approved May 12, A. D. 1864, to Lands not heretofore earned by said Company.

Preamble. WHEREAS, By an act of Congress, approved May 12, A. D. 1864, entitled "An act for a grant of lands to the State of Iowa, in alternate sections, to aid in the construction of a railroad in said State," certain lands were granted to the State of Iowa for the purpose of aiding in the construction of a railroad from Sioux City, in said State, to the south line of Minnesota, at such point as the said State might select, between the Big Sioux and the west fork of the Des Moines river, which grant was made to and accepted by the State of Iowa upon the conditions, restrictions, and qualifications therein named; and,

Ch. 134, 1866. WHEREAS, By an act of the General Assembly of the State of Iowa, approved April 3, A. D. 1866, so much of the lands, interests, rights, powers, and privileges as were or might be conferred in pursuance of said acts of Congress, to aid in the construction of the aforesaid road, were disposed of, granted, and conferred upon the Sioux City & St. Paul Railroad Company; and,

WAEREAS, Said act of Congress further provides that if the road accepting said grant is not completed within ten years from its acceptance thereof, the lands thereby granted and not patented should revert to the State of Iowa for the purpose of securing the completion of said road; and,

Company failed to comply with terms of grant. WHEREAS, Said Sioux City & St. Paul Company duly accepted said grant on the 20th day of September, A. D. 1866, but has failed to complete or cause to be completed any road on the line adopted therefor, from Sioux City to Lemars, in said State of Iowa, or any road in lieu thereof;

Be it enacted by the General Assembly of the State of Iowa:

Unearned lands resumed. SECTION 1. That all lands, and all rights to lands, granted or intended to be granted to the Sioux City & St. Paul Railroad Company by said acts of Congress, and of the General Assembly of the State of Iowa, which have not been earned by said railroad company by a compliance with the conditions of said grant, be and the same are hereby absolutely and entirely resumed by the State of Iowa, and that the same be and are absolutely vested in said State as if the same had never been granted to said railroad company.

Publication. SEC. 2. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and The Sioux City Journal, newspapers published in the State of Iowa.

Approved, March 16, 1882.

I hereby certify that the foregoing act was published in *The Sioux City Daily Journal* March 19, and the *Iowa State Register* March 23, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 112.

PUNISHING MALICIOUS MISCHIEF TO RAILROAD PROPERTY.

AN ACT to Further Diminish Liability to Railroad Accidents, and to Punish Interference with, and Injury to Railroad Property. [Amendatory of Chapter 3, Title XXIV, Relating to Offenses against Property.] Sub. S. F. 30.

Be it enacted by the General Assembly of the State of Iowa:

Maliciously uncoupling cars punished as felony. SECTION 1. If any person shall willfully and maliciously uncouple or detach the locomotive or tender or any of the cars of any railroad train, or shall in any manner aid, abet, or procure the doing of the same, such person shall be punished by imprisonment in the State penitentiary not exceeding five years, or by fine not exceeding one thousand dollars, or both, at the discretion of the court.

Running off locomotive, same. SEC. 2. If any person shall unlawfully seize upon any locomotive, with or without any express, mail, baggage, or other car attached thereto, and run the same upon any railroad, or shall aid, abet, or procure the doing of the same, such person shall be punished by imprisonment in the State penitentiary not exceeding ten years, or by fine not exceeding two thousand dollars, or both, at the discretion of the court.

SEC. 3. If any person shall, without permission from the proper authority, wrongfully take or run any hand-car

Running off hand-car misdemeanor; when, felony; when, manslaughter.

upon any railroad in this State, he shall be deemed guilty of a misdemeanor, and on conviction thereof shall be fined not more than one hundred dollars, or imprisoned not more than thirty days, at the discretion of the court: *Provided*, that if by such unlawful use of any hand-car, any locomotive or car is thrown from the track, or a collision produced or any person injured thereby, he shall, on conviction, be imprisoned in the penitentiary for a term of not more than five years; *and provided, further*, that, if by reason of such unlawful use of any hand-car any person is killed, such person so offending shall be deemed guilty of manslaughter.

Same penalty for meddling with air-brake or bell-rope.

SEC. 4. If any person not an employe upon the railroad shall wrongfully interfere with any automatic air-brake or bell-rope upon any railroad car, or use the same for the purpose of stopping or in any way controlling the movement of the train, [he] shall be subject to the penalty provided in section three of this act for the unlawful running of a hand-car on any railroad; and any conductor or brakeman on a railroad train shall have power to arrest such person so offending and deliver him to some peace officer on the line of the railroad.

Train men may make arrest.

Approved, March 16, 1882.

CHAPTER 119.

LEGALIZING A SALE OF RAILROADS.

H. F. 404.

AN ACT to Legalize the Sale and Transfer by the St. Paul and Sioux City Railroad Company of its railroads in Iowa to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, and to legalize the issue of its stock and bonds thereon by the last named company.

Preamble.

WHEREAS, The St. Paul and Sioux City Railroad Company, a corporation organized and created under and by virtue of the laws of the State of Minnesota, but owning and operating a railroad partly within the State of Iowa, sold and conveyed on or about the 9th day of May, 1881, its railway in Iowa and Minnesota to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, a corporation organized and created under the laws of Wisconsin, which last named company has *been* since said time been operating the same as a part of its lines of railway and branches, and has issued stock and bonds thereon the same as upon other of its lines; and,

WHEREAS, Doubts have arisen as to the legality of the sale and transfer by the said St. Paul and Sioux City Railroad Company, a corporation organized and existing under the laws of the State of Iowa, to the Chicago, St. Paul, Minneapolis and Omaha Railway Company of its railroad in Iowa; now, therefore,

Be it enacted by the General Assembly of the State of Iowa:

Sale, purchase, and conveyance legalized; also, issue of stocks and bonds.

SECTION 1. The sale by the St. Paul and Sioux City Railroad Company of its railways in Iowa to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, and the purchase of the said railway by the last named company, and the deed of conveyance made upon said sale dated May 9, 1881, and the issue by said purchasing company of its stocks and bonds upon said railways in Iowa in accordance with its articles of consolidation, are hereby fully legalized, ratified and confirmed, and made valid.

Publication.

SEC. 2. This act being deemed of immediate importance shall take effect and be in force from and after the publication in the Iowa State Register, a newspaper published at Des Moines, Iowa, and The Sioux City Journal, a newspaper published at Sioux City, Iowa, said publication to be made without expense to the State of Iowa.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Sioux City Daily Journal* March 21, and the *Iowa State Register* March 24, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 122.

RAILWAYS CROSSING HIGHWAYS.

AN ACT to Amend Section (1) One, Chapter (47) Forty-seven of the Acts of the Fifteenth General Assembly in Relation to Crossing Highways. H. F. 139.

Be it enacted by the General Assembly of the State of Iowa:

Code, sec. 1262, re-enacted.

SECTION 1. That section 1 of chapter 47 of the laws of the Fifteenth General Assembly be amended by striking from the end of said section the following words; to-wit, "At such place of crossing."

Publication.

SEC. 2. This act being deemed of immediate importance shall take effect and be in force thirty days after its publication in the Iowa State Register and the Des Moines Leader according to law.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 20, and the *Iowa State Register* March 22, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 123.

FOR THE RELIEF OF CLAIMANTS UNDER THE D. & S. C. LAND GRANT.

Sub. H. F. 317. AN ACT to Repeal Chapter 153 of the Laws of the Ninth General Assembly, and to Amend Section 1 of Chapter 167 of the Laws of the Eighteenth General Assembly [in Relation to Lands held under Land Grants].

Be it enacted by the General Assembly of the State of Iowa:

Chap. 153, 1862 repealed. SECTION 1. That chapter 153 of the laws of the Ninth General Assembly be and the same is hereby repealed.

Chap. 167, 1880, amended. SEC. 2. That section 1 of chapter 167 of the laws of the Eighteenth General Assembly be and the same is hereby amended: First, by striking the words "the grantee" from the 11th line thereof and inserting in lieu of the words so stricken out the following: "Such person or company or on the application of a party claiming title to any land through such person or company." Second, by striking the word "grantee" from the 12th and 17th lines thereof and inserting in lieu of the word so stricken out the word "applicant."

Lands may be certified on application of company or its grantee.

Approved, March 17, 1882.

CHAPTER 133.

PROCUREMENT OF SITES FOR R. R. BUILDINGS IN CITIES AND TOWNS.

H. F. 415. AN ACT to Authorize Incorporated Towns and Cities to procure and donate to Railway Companies sites for Depots, Machine-shops, and other Buildings. [Additional to Code, Title IV, Chapter 10, relating to Cities and Towns.]

Be it enatcted by the General Assembly of the State of Iowa:

Towns or cities may procure and donate to railway companies sites for buildings. SECTION 1. That it shall be lawful for any incorporated town or city to procure for the purpose of donating, and to donate, to any railway company owning a line of railroad in operation or in process of construction, in such incorporated town or city, sufficient land for depot-grounds, engine-houses, and machine-shops, for the construction and repair of engines, cars, and other machinery necessary to the convenient use and operation of said railroad.

Upon petition of majority of resident freehold taxpayers and approval by two-thirds of electors at special election. SEC. 2. Before such donations shall be made or appropriation of funds to procure land for such purpose, a petition shall be presented to the trustees or council of such incorporated town or city, signed by a majority of the resident freehold taxpayers of such incorporated town or city, asking that such donation be made and limiting the sum to be appropriated for that purpose. Upon the presentation of such petition, a special election of such city or town shall be called. On the ballots used at such election shall be printed the words, "for the donation" and "against the donation," and if a two-thirds majority of the qualified electors voting at such election shall vote for the donation, said trustees or council shall determine the site to be donated, designating the boundaries thereof, and the amount to be appropriated in procuring said site, not exceeding the amount named in said petition; and may in the name of such incorporated town or city procure said land by purchase or by payment of the estimated damages in case said land or any part thereof shall be taken in the name of such railway company by process of condemnation for railroad purposes, and may also vacate any streets and alleys within the boundaries of said site and may prescribe the terms, conditions, and limitations upon which such grant shall be made, which shall be binding upon the railway company accepting such donation: *Provided*, that land set apart as a park, public square or levee shall not be appropriated or donated under the provisions of this act, and no land occupied with buildings used for business purposes or as private residences shall be appropriated or donated under the provisions of this act, unless the consent of the owners thereof shall first be obtained.

May vacate streets and alleys for the purpose.

No public grounds to be taken, or improved property, without consent.

Publication. SEC. 3. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and Iowa State Leader, newspapers published at Des Moines, Iowa.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 21, and the *Iowa State Register* March 23, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 146.

PAYMENT OF RAILROAD COMMISSIONER TAX.

S. F. 287.

AN ACT to Amend Section 8 of Chapter 77, Acts of 17th General Assembly, [Establishing a Board of Railroad Commissioners,] Making the Railroad Commissioners' Tax payable directly into the State Treasury.

Be it enacted by the General Assembly of the State of Iowa:

Chap. 77, 1878. Executive council to determine amount to be paid by railroads for railroad commissioners' tax.

SECTION 1. The executive council shall, on or before its annual meeting on the second Monday in July in each year, determine the amount required to be paid by each railroad company to meet the sum certified to by the board of commissioners, and shall levy the same upon the property of the railroad companies in the state, and shall notify each company of the said levy, and said tax shall be paid by the railroad companies into the state treasury.

To be paid into state treasury.

Chap. 59, 1878. Collection of tax.

SEC. 2. The taxes levied under the provisions of this chapter shall be due and collectible as provided by section 5, chapter 59, acts of 17th general assembly.

Publication.

SEC. 3. This act being deemed of immediate importance shall be in force from and after its publication in the Iowa State Register and the Iowa State Leader, papers published at Des Moines, Iowa.

Approved, March 20, 1882.

I hereby certify that the foregoing act was published in the *Iowa State Leader* March 22, and the *Iowa State Register* March 23, 1882. J. A. T. HULL, *Secretary of State.*

DIGEST OF JUDICIAL DECISIONS.

THE following is an abstract of the decisions of the Supreme Court of the State relating to railroads, corporations, and right of way that have been published since the date of our last report.

BROWN V. SMITH ET AL., 55 IOWA, 31.

Mechanic's Lien: ASSIGNMENT OF. The mere right to a mechanic's lien is not assignable; the lien passes by an assignment of the debt, under chapter 44, laws of 1874, only after it has been perfected by the filing of the claim.

SMITH V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 33.

Negligence: WHEN CONTRIBUTORY: RAILROADS. The plaintiff, in assisting a passenger to a train on defendant's road in the night time, attempted to pass under one of a train of freight cars standing across the road, to which an engine was attached, and while under the car was injured by the starting of the train: *Held*, that he was guilty of contributory negligence precluding a recovery.

LANGAN & NOBLE V. SANKEY, 55 IOWA, 52.

Mechanic's Lien: ASSIGNMENT OF. A mere right to a mechanic's lien, before the lien has been perfected by the filing of the claim, is not assignable. Following *Brown v. Smith*, *ante*, p. 31.

Contract: WHEN VOID: EFFECT AS AN ESTOPPEL. A contract which is void as against public policy has no vitality for any purpose, and cannot be made the basis of an estoppel.

ADAMS COUNTY V. THE B. & M. R. R. CO. ET AL., 55 IOWA, 94.

Practice: AMENDMENT AFTER TRIAL: DILIGENCE. Where, in an equity case remanded by the Supreme Court for a decree, an amended pleading is permitted to be filed, setting up facts alleged to have been discovered by the party since the former trial, and which raise a new issue, the allowance of such pleading constitutes an adjudication of the question of diligence in discovering the facts pleaded, and such question cannot be again raised upon the trial.

——: ——: RE-TRIAL. In such a case the second trial is confined to the new issue raised by the amended pleading.

Res Adjudicata: PRACTICE IN THE SUPREME COURT. All questions covered by a decision of the Supreme Court in any case becomes *res adjudicata*, and will not be reconsidered or reviewed in a subsequent appeal in the same action.

FRANZ ET AL. V. SIOUX CITY & PEMBINA RAILROAD COMPANY ET AL., 55 IOWA, 107.

Municipal Corporations: CROSSING OF STREETS BY RAILROADS: DAMAGES. The owner of property in a city where the fee of the streets is in the public, cannot recover damages for the excavation of an adjacent street by a railroad in making a crossing for its track, under a license properly granted by the city, and when the work is done in a careful and skillful manner.

BAIRD V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 121.

Verdict: INCONSISTENT WITH SPECIAL FINDING. Where a jury found specially facts which, under an instruction given by the court, would entitle the defendant to a verdict, it was held that a general verdict in favor of the plaintiff should have been set aside.

Practice in the Supreme Court: ENTRY OF FINAL JUDGMENT. A final judgment will not be entered in favor of an appellant, which will prevent the appellee from raising questions upon exceptions reserved in the court below.

VAN VRANKEN V. CEDAR RAPIDS & MISSOURI RIVER RAILROAD COMPANY ET AL., 55 IOWA, 135.

Contract: WHEN TIME IS OF THE ESSENCE: EFFCT OF EXTENSION. Where after default in the payment of the last installment due upon a contract for the conveyance of land, which made time of its essence, an extension for a certain time was granted upon consideration of the payment of interest at a higher rate, it was held that the provision of the original contract making time of its essence did not apply to the time as extended.

———: ———: TAXES. A provision making the time of payment of the essence of the contract to convey, was held not to extend to the time of payment of taxes on the land, no date being specified for their payment by the contract.

COUNTY OF BUENA VISTA V. I. F. & S. C. R. CO., 55 IOWA, 157.

Practice: NEW TRIAL: DEFENSE TO APPLICATION FOR. Section 3268 of the Code, does not contemplate a trial upon an application for a new trial made under its provisions, and it is not error to refuse to permit a party to answer and controvert such application.

Swamp Lands: PROOF OF SELECTION: EVIDENCE. The authority of agents appointed by the county court, under section 927 of the Revision, to select swamp lands, should appear by the records of the court; where such authority appeared only by the affidavit of a former county judge, made and attached to the list subsequent to the selection, and it did not appear that the list had ever been forwarded to and approved by the Surveyor-General, or the land department of the United States, it was held incompetent as evidence of title in the county.

MCKEAN V. THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, 55 IOWA, 192.

Evidence: RAILROADS: CONTRIBUTORY NEGLIGENCE. In an action by an employe to recover from a railroad company for personal injuries, the opinions of witnesses as to whether certain acts of the plaintiff were negligent, or as to what he ought to have done under certain circumstances, are not competent. Evidence to establish contributory negligence should be confined to showing the custom of employes, or the danger attending a certain course of action.

Railroads: PERSONAL INJURY: CONTRIBUTORY NEGLIGENCE. Contributory negligence on the part of an employe will not relieve a railroad company from liability for injuries sustained by him where his negligence was known to other employes and no effort was made to prevent the injury.

MEHAN V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 305.

Practice: NEW TRIAL: REVIEW OF ORDER GRANTED. While the Supreme Court interferes reluctantly with an order granting a new trial, yet when such order is made because of the misapplication of a legal proposition by the court, it will be reviewed the same as a ruling upon a demurrer or other legal question.

———: ———: SURPRISE. A party who is surprised on a trial by a witness testifying contrary to his expectation, and who before the close of the trial learns of other witnesses who will testify differently, cannot proceed with the trial, and after an adverse verdict obtain a new trial for the purpose of introducing such testimony.

PERIGO V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 326.

Railroads: INJURY TO EMPLOYE: INSTRUCTION. An instruction considered, and held to assume the existence of a material fact in issue.

Negligence. The fact that an employe knows, or could know by ordinary care, of defects in the appliances about which he works which render his employment more than ordinarily hazardous, and still remains in the employment until he is injured, tends to show contributory negligence, but is not conclusive of such negligence.

———: ———: EVIDENCE. Statements made by one fatally injured, as to the cause of the injury, so far as they are treated as admissions, should be considered by the jury in connection with all the circumstances under which they were made, and given such weight as the jury believe them entitled to.

Employe: LINE OF DUTY: REASONABLE INFERENCE. In an action to recover for the injury of an employe of a railroad, it is not necessary for the plaintiff to show by direct and positive evidence that such employe was at the time of the injury in the line of his duty, and exercising proper care, but it is sufficient if such is the reasonable inference from the facts proven. Such inference cannot be drawn, however, when the facts are simply not inconsistent with it.

O'ROURKE V. C., M. & ST. P. R. CO., 55 IOWA, 332.

Foreign Judgment: IMPEACHMENT OF: GARNISHMENT. Where a garnishment in another State was pleaded as a defense to an action on an account, it was held competent for the plaintiff to show that the foreign judgment on which the garnishment was based was void for want of jurisdiction, because of matters extrinsic to the record.

KRAUS V. THE B., C. R. & N. R. CO., 55 IOWA, 338.

Evidence: MATTERS OF COMMON EXPERIENCE. A party is not required to introduce proof of matters of which the jury may be presumed to know as much as any witness.

Railroads: INJURY TO STOCK: NEGLIGENCE. Where stock is injured on a railroad which is unfenced, it is a question for the jury whether or not the injury was caused by the negligence of the railroad company. It is not necessary that stock should have been struck by a train to authorize a recovery under the statute.

HICKOX v. THE B., C. R. & N. R. CO. ET AL., 55 IOWA, 431.

Jurisdiction: WRIT OF ERROR TO JUSTICE: CIRCUIT AND SUPERIOR COURTS. The Circuit Court and Superior Court in a city have concurrent jurisdiction of writs of error to justices of the peace within the townships in which they are situated. Following *Hickox v. Nutting, ante* 403.

CLARK v. THE K. C., ST. L. & N. R. CO., 55 IOWA, 455.

Railroads: INJURY TO STOCK: EVIDENCE. In an action to recover for injury to stock alleged to have been caused by its being struck by a railway train where there is no direct evidence of a collision nor of traces of one along the track, evidences to show that such traces are always found when stock is struck by a passing train is not admissible.

SANDVAL v. FORD & CO. ET AL., 55 IOWA, 461.

Mechanic's Lien: RAILROADS: TIME OF FILING CLAIM. A subcontractor on a railroad, to secure a mechanic's lien for work done, must file his claim therefor within sixty days from the last day of the calendar month in which the work was performed, the word "done" in the statute having reference to the time of the performance of the work, and not to the time when the work of the subcontractor is completed, and each month's work, for this purpose, being considered as separate from that of other months.

———: ———: NOTICE. As to notice there is no distinction between railroad and other subcontractors, the former, like the latter, being required to give notice of their claims within thirty days from the completion of their work to prevent payments being made to their principals.

MURPHY v. THE S. C. & P. R. CO., 55 IOWA, 473.

Trespass: HAY CUT ON LAND OF OTHERS: OWNERSHIP OF. One who cuts and stacks hay on uninclosed prairie owned by others, without authority, acquires no property in such hay, and, having neither ownership nor possession, cannot maintain an action for its destruction.

BENTON v. THE C., R. I. & P. R. CO., 55 IOWA, 496.

Evidence: RAILROADS: DAMAGES FOR PERSONAL INJURY. Evidence as to the state of health of the mother of a minor killed on a railroad is not admissible in an action by her to recover damages from the railroad company.

Instructions: ISSUES SUBMITTED TO JURY. Instructions should restrict the jury to the issues on which the case has been tried.

Railroads: PERSONAL INJURY: TRESPASSER. Where the plaintiff's intestate was a trespasser in a car of the defendant company, where he was discovered and ordered out by the conductor of the train, and in attempting to obey the order he fell under the cars and was run over and killed, it was held that the fact of his being a trespasser was not material in an action to recover for his death on the ground of the defendant's negligence.

———: ———: MEASURE OF DAMAGES. The deceased being a minor, the measure of recovery of his surviving parent for his death was the present value of his probable earnings during the remainder of his minority, less the probable cost of his maintenance during the same time.

———: ———: CONTRIBUTORY NEGLIGENCE. Whether the deceased, a boy eleven years of age, was guilty of contributory negligence in attempting to climb out of the car while in motion, in obedience to the order of the conductor, was a question for the jury under all the evidence.

SNELL ET AL v. LEONARD, 55 IOWA, 553.

Taxation: IN AID OF RAILROADS: CONSTITUTIONAL LAW. Chapter 123, laws of 1876, authorizing the voting of taxes to aid in the construction of railroads, is constitutional. Following *Renwick, Shaw & Crossett v. The Davenport & Northwestern Railway*, 47 Iowa, 511.

———: ———: RAILROAD AND TELEGRAPH COMPANY. The fact that a corporation is authorized to construct and operate both railroad and telegraph lines will not invalidate taxes voted to aid in the construction of its road.

SMALL v. THE C., R. I. & P. R. CO., 55 IOWA, 582.

Practice: CHAMPERTOUS CONTRACT: WHO MAY PLEAD. It is no defense to an action that the plaintiff has made a champertous contract for its prosecution.

———: ASSIGNMENT: CORPORATION. The power of a corporation to assign a cause of action cannot be questioned by the defendant in an action thereon by the assignee.

Railroads: FIRES CAUSED IN OPERATING: CONTRIBUTORY NEGLIGENCE. In an action to recover the value of an elevator, alleged to have been burned by fire communicated to it from the building of another which was set on fire by sparks from a locomotive on defendant's railroad, it was held that the contributory negligence of the owner of the building first burned would not constitute a defense.

———: ———: EVIDENCE: INSTRUCTIONS. Rulings on the admissibility of evidence, and instructions given, considered and approved.

———: ———: DAMAGES. The fact that the fire was communicated to the plaintiff's elevator from another building, and not directly from the defendant's engine, would not render the damages too remote to be recoverable.

Practice in the Supreme Court: REDUCTION OF VERDICT. The Supreme Court will not reduce the amount of a verdict on appeal where no claim that it was excessive was made in the trial court.

VARNER v. THE ST. LOUIS & CEDAR RAPIDS R. CO. ET AL., 55 IOWA, 677.

Railroads: CONTRACT FOR RIGHT OF WAY: FORECLOSURE OF. The plaintiff entered into a written contract with the defendant railroad company, by which he agreed to convey to it the right of way over a certain tract of land, in consideration of the payment of one dollar, the fencing of the track through the land, and the construction of a crossing for his use within a specified time. The road was built and afterward transferred by foreclosure to another company, but neither company ever complied with the terms of the contract: *Held*, a specific performance having been decreed,

1. That the measure of plaintiff's damages for the breach of contract was the difference in the rental value of the property caused thereby.
2. That the judgment for such damages would constitute a lien on the portion of the railroad located on the land covered by the contract.

ROSS v. THE C., R. I. & P. R. Co., 55 IOWA, 691.

Judgment: ASSIGNMENT: VALIDITY OF. Where an administratrix paid an attorney for services rendered in an action commenced by her decedent, by the assignment to him of a portion of the judgment recovered, in accordance with a contract made with the attorney by the decedent, it was held that the assignment would not be rendered invalid by the fact that such contract was champertous and void.

———: ———: NOTICE OF. Evidence considered and held to show that a judgment defendant, at the time of the payment of the judgment to the plaintiff, had notice that an interest therein had been assigned to another.

THE I. F. & S. C. R. Co. v. THE STORM LAKE BANK, 55 IOWA, 696.

Tax Sale: REDEMPTION: MISTAKE. Where an owner of land redeemed from a sale thereof for taxes, receiving from the auditor a certificate showing that he had paid the principal, penalty, and interest of the taxes for which the sale was made, together with the principal, penalty and interest of the taxes for certain subsequent years, which had been paid by the purchaser, it was held that he was entitled to redeem from a future sale for certain special taxes levied for one of the years covered by such certificate, but which were not included in those paid by the prior purchaser, although a deed had been executed upon such sale.

JOHNSON v. C., R. I. & P. R. Co., 55 IOWA, 707.

Railroads: INJURY TO STOCK: NEGLIGENCE. Where the plaintiff's horses were injured on the defendant's railroad, having entered on the track in the night through a gateway in defendant's fence, which was closed the evening previous, it was held that the fact that the gate was defectively constructed and out of repair would not raise a presumption that the injury occurred by reason of such defects, so as to cast upon the defendants the burden of disproving such facts, to defeat a recovery.

BARNES ET AL. v. THE COUNTY OF MARSHALL, 56 IOWA, 20.

Taxes: RECOVERY OF LOCAL AID TAXES: LIABILITY OF COUNTY. A county acquires no beneficial interest in taxes voted in aid of a railroad and paid to the county treasurer, and cannot be held responsible for their repayment when forfeited by the railroad company. The claim of the tax payer for the recovery of such taxes is against the fund in the hand of the treasurer, and not against the county, and no order of the board of supervisors is necessary to authorize their repayment. BECK, and SEEVERS, JJ., *dissenting*.

THE B., C. R. & M. R. Co. v. THE COUNTY OF BENTON, 56 IOWA, 89.

Res Adjudicata: COMPROMISE DECREE: ESTOPPEL. A compromise decree, entered in an action to recover on a contract, was held not to estop the defendant from denying the performance of the contract by the plaintiff in a subsequent action thereon.

Contract: COUNTY: WAIVER. Where a contract required a vote of the electors to render it binding on a county, it was held that its performance by the other party could not be waived, nor the county estopped from denying such performance, by the action of its board of supervisors in making payments thereunder.

MORRIS v. THE UNION PACIFIC R. Co., 56 IOWA, 135.

Jurisdiction: ACTION AGAINST NON-RESIDENT DEFENDANT: ATTACHMENT. Where in an action against a non-resident defendant, which was commenced by attachment, served by garnishing a supposed debtor of the defendant, and the defendant was served by publication only, the answer of the garnisnee showed that it was not indebted to the defendant at the time of the service of the attachment, it was held that the court acquired no jurisdiction to proceed in the action, though such answer disclosed an indebtedness to the defendant at the time it was made.

HART v. C., R. I. & P. R. Co., 56 IOWA, 166.
SAME v. SAME.

Railroads: NEGLIGENCE: SIGNALS AT CROSSINGS. In actions to recover for injuries received by the plaintiffs by reason of the frightening of the team they were driving, caused by the sudden opening of the escape valves of an engine attached to one of defendant's trains, standing at a public crossing, it was held that the fact that the defendant did not provide a flagman at the crossing, or give other signals to warn the plaintiffs of the movements of the engine, should be considered in determining the question of the defendant's negligence, such signals being required not alone to prevent collisions, but to enable travelers upon the highway to guard against other accidents as well.

Diligence. The defendant, in the use of its road, was bound to exercise reasonable care and diligence to prevent injury to the persons and property of those lawfully using the highway, and whether it did so or not was a question for the jury, under all the evidence.

MEEKER & Co. v. ASHLEY ET AL., 56 IOWA, 188.
SAME v. ANDERSON.
SAME v. SAME.

Taxation: IN AID OF RAILROADS: CONDITIONS OF TAX. Where prior to an election to vote upon the question of aiding in the construction of a certain railroad by a township tax, a paper was circulated among the electors, signed by the president of the railway company and having the corporate seal attached, providing that in case a tax was voted it should be collectible only at specified times and on certain conditions, which paper was issued by and with the consent of a majority of the directors of the company, it was held that the company was bound by its provisions.

———: ———: ———. Where a tax is voted payable only on condition that the road is constructed and ironed to a certain point, such condition is not fulfilled by the construction of a part of the line and the purchase of the remaining portion.

DAVIES ET AL. v. THE ST. L., K. C. & N. R. Co. ET AL., 56 IOWA, 192.

Railroads: CONTRACT FOR RIGHT OF WAY: FORECLOSURE. *Varner v. The St. L. & C. R. R. Co. et al.*, 55 Iowa, 677, holding that a contract for a right of way may be foreclosed, and a judgment for damages for the failure of the railroad company to comply with the same, may be rendered and established as a lien upon the portion of the road covered by the contract, followed.

KEYSER v. THE K. C., ST. J. & C. B. R. Co., 56 IOWA, 207.

Railroads: INJURY TO STOCK: EVIDENCE. A paper shown to be similar to an affidavit of the killing of stock, served on a railroad company, but not a copy, is not admissible to prove the contents of the affidavit.

——: ——. A railroad company is not liable in damages under the statute, for stock killed by its trains on depot grounds.

Farley v. C., R. I. & P. R. Co., 56 Iowa, 337.

Negligence: ——: RUNNING OF TRAIN. Where a caboose and two cars a half mile or more from the point where they became detached from the remainder of the train, ran over and killed the plaintiff's intestate, it was held that the conductor and brakeman, who were in the cupola of the caboose, were negligent in not sooner discovering the fact that they were detached, and in not being upon the tops of the cars where they could control their motions and give warning of danger.

——: ——: CONTRIBUTORY NEGLIGENCE. An employe of a railroad, whose duty required him to go a distance of about four hundred feet along the line of the track, and across the same, after waiting until a train had passed, stepped upon the track behind it, walking in the same direction it was moving, and was run over and killed by cars which had become detached and were following the train: *Held*, that he was not guilty of contributory negligence. SEEVERS, J., *dissenting*.

——: ——. The verdict in an action to recover for the negligent killing of the plaintiff's intestate on the defendant's railroad held authorized by the evidence and instructions given. SEEVERS, J., *dissenting*.

Miller et al. v. The Iowa Land Company et al., 56 Iowa, 374.

Public Lands: CONSTRUCTION OF GRANT: RAILROADS. *Courtright v. The C. R. & M. R. R. Co.*, 35 Iowa, 386, followed and held decisive of the present case, as to the proper construction of the land grant involved.

Conveyance: VALIDITY OF: TRUSTEES. Where trustees holding the title to lands for the benefit of a railroad company conveyed certain of the same for their own personal benefit, in payment for their services as such trustees, under authority from the board of directors of the railroad company, it was held that the validity of such conveyance could not be attacked by one claiming the land through a title adverse to that by which it was held by the railroad company.

McMillen v. The B. & M. R. R. Co., 56 Iowa, 421.

Evidence: OBJECTION TO DEPOSITION: PRACTICE. A deposition which has been read without objection upon one trial of an action cannot be objected to on a second trial, on the ground of incompetency of the witness.

Sawyer v. Landers & Son, 56 Iowa, 422.

Ad Quod Damnum: RIGHTS OF MORTGAGEE: WHEN NOT MADE A PARTY. A mortgagee, who is not made a party to proceedings for the condemnation of right of way for a railroad over the mortgaged property, may waive the omission and assert his claim to the award in the hands of the sheriff, and such claim, where it is shown that the property is insufficient to pay the mortgaged debt, and that the mortgagor is insolvent, constitutes a lien thereon superior to that of a prior attachment levied by a creditor of the mortgagor.

Paxton et al. v. The Illinois Central R. Co., 56 Iowa, 427.

Railroads: DISCRIMINATION IN CHARGES: CONSTRUCTION OF STATUTE. No recovery can be had from a railroad company under section 10 of chapter 68, laws of 1874, for discrimination in charges for cars between different shippers of stock, unless it is shown that the shipments were made upon like conditions.

Keyser v. K. C., St. J. & C. B. R. Co., 56 Iowa, 440.

Killing of Stock: EVIDENCE. Proof that a notice and affidavit of the killing of stock served on a railroad company were similar to others introduced in evidence is insufficient.

——: ——. Evidence and instructions in an action to recover double damages for stock killed on a railroad considered.

Hastings & Avoca R. R. Co. v. Miles et al., 56 Iowa, 447.

Contract: CONDITIONS: SPECIFIC PERFORMANCE. Evidence considered and held to establish certain conditions upon which an agreement to convey right of way to a railroad company was signed, and that such conditions had not been complied with.

Van Orsdol v. The B., C. R. & N. R. Co., 56 Iowa, 470.

Negligent Construction: EVIDENCE. In an action to recover damages sustained by reason of the negligent construction of a railroad over the plaintiff's farm, the fact that the road is built as railroads usually are in such locations is no defense.

——: ——: DAMAGES. Where it is practicable in the building of a railroad to construct a culvert which will allow the passage of the water of a stream in its natural channel, it is negligence not to do so, and a landowner injured by such failure may recover damages.

——: ——: ——. A right of action to recover for permanent injuries to land resulting from the negligent construction of a railroad thereon accrues at the time the first injury is sustained, and not necessarily from the date of the construction of the road.

Wells v. The B., C. R. & N. R. Co., 56 Iowa, 520.

Practice: BILL OF EXCEPTIONS: SKELETON BILL. A skeleton bill of exceptions must identify the papers to be inserted by the clerk so as to leave nothing to his discretion.

Practice in the Supreme Court: ABSTRACT. Where an appellee files an additional abstract setting out evidence not contained in that of the appellant he cannot deny that all the evidence is preserved in the court below and presented to the Supreme Court in the abstracts.

Railroads: NEGLIGENCE: WAIVER BY EMPLOYE. Where it was shown that a brakeman, who was knocked from the top of a freight car by a bridge, had been employed on the same portion of the road for several years, and knew the height of the bridges, but remained in the service without protest, it was held that he thereby waived the negligence of the company in that regard.

Jeffrey v. The K. & D. M. R. Co., 56 Iowa, 546.

Personal Injury: NEGLIGENCE. The plaintiff was employed by the defendant on a construction train, and in the discharge of his duty he walked to the rear of the train while it was in motion; when within five feet of the rear end of the last flat car in front of the caboose, the latter was uncoupled by the conductor, who warned the plaintiff to stop, and at a signal the engineer increased the speed of the train with a sudden jerk, which threw the plaintiff from the car, and he was run over and injured. In an action to recover damages for such injury it was held that a verdict for the plaintiff was supported by the evidence.

——: ——: EVIDENCE. In such an action it is competent for the plaintiff to show that the uncoupling of the cars while in motion was unusual.

——: ——: ——. It is not competent for a witness testifying in regard to the customary manner of operating trains to give an opinion as to the propriety or impropriety of a given method.

——: ——: INSTRUCTIONS. The giving and refusal of instructions considered and held to be without error.

I. M. & N. P. R. Co. ET AL. v. SCHENCK ET AL., 56 Iowa, 628.

Taxation: IN AID OF RAILROADS: CONDITIONS OF TAX. Where by the conditions of a tax voted in aid of a railroad it was not to be payable until the road was constructed between two specified points, the construction of a portion of the line and the purchase of the remaining portion will not render the tax payable, although the constructed portion extends through the township in which the tax is voted.

MANUEL v. THE C., R. I. & P. R. Co., 56 Iowa, 655.

Practice: PLEADING: NEGLIGENCE. Where a petition claimed to recover of a railroad company for a personal injury caused by the negligent acts of co-employes, which acts were set out, it was held erroneous to refuse to instruct the jury that negligence must be proved in the manner alleged to authorize a recovery.

BON v. THE RAILWAY PASSENGER ASSURANCE Co., 56 Iowa, 664.

Insurance: ACCIDENT POLICY: RECOVERY ON. Under the provisions of a policy insuring the holder against accidents while traveling on the conveyances of any common carrier, provided he complied with the rules and regulations of such carrier and exercised due diligence for self protection, it was held that a passenger on a railway car, who was injured by being thrown from the steps of the car, where he stood while the train was approaching a station, in violation of a known rule of the company, was not entitled to recover.

LAVERENZ v. THE C., R. I. & P. R. Co., 56 Iowa, 689.

Personal Injury: CONTRIBUTORY NEGLIGENCE. The rule is that, as a matter of law, a person voluntarily going upon a railway track at a point where there is an unobstructed view of the track, and failing to look or listen for danger, cannot recover for an injury which might have been avoided by so looking or listening; but when the view is obstructed, or other facts exist which tend to complicate the question of contributory negligence, it becomes one for the jury.

——: ——: ——. Evidence considered and held to sustain a finding that a person who was killed while walking on the track of a railroad was not guilty of contributory negligence precluding a recovery by his administrator.

SMITH & BAYLIES v. THE C., R. I. & P. R. Co., 56 Iowa, 720.

Attorney's Lien: NOTICE OF: SUFFICIENCY. A notice of a claim for an attorney's lien, inserted by the plaintiff's attorneys in the original notice served upon the defendant in an action, is sufficient if properly signed.

——: ——: SERVICE ON CORPORATION. The service of notice of a claim for an attorney.s lien upon the agent of a corporation, upon whom the original notice in the same action is served, and at the same time, is a sufficient service to bind the corporation.

——: WHEN GIVEN: ACTIONS OF TORT. The right to a lien on money due his client in the hands of the adverse party, given an attorney by subdivision 3 of section 215 of the Code, is not confined to actions on contract, but exists in all actions where there is a money liability from the adverse party to his client.

——: NOTICE. A single notice that a lien is claimed is sufficient to cover all services rendered in the action by the claimant, whether before or after the service of the notice.

HOGDON v. GREEN, 56 Iowa, 733.

Tax Deed: PRESUMPTION OF REGULARITY. Evidence held sufficient to overcome the presumption in favor of the recitals in a tax deed.

Deed: AS EVIDENCE: RECITAL OF CONSIDERATION. The recital in a warranty deed of the consideration therefor is not evidence to show that the grantee is a purchaser for value, as against one claiming adversely to his title.

O'CONNOR v. ST. L., K. C. & N. R. Co., 56 Iowa, 735.

Construction of on Streets: INSTRUCTIONS. Instructions, in an action to recover damages for injuries to property by reason of the construction of a railroad on the street adjacent, considered and held erroneous, as inapplicable to the issues made by the pleadings.

——: ——: DAMAGES TO ABUTTING PROPERTY. In such actions the measure of damages is the difference between the rental value of the property with the road as constructed and its rental value if the road had been properly constructed.

BOYLE v. THE C., R. I. & P. R. Co., 56 Iowa, 765.

Negligence: EVIDENCE CONSIDERED. The plaintiff is a laborer and an employe of the defendant. He was a shoveler working with a construction train. His duty required him to accompany the train and aid in loading and unloading the cars composing the train. The cars were known as flats. Petition alleges that the conductor of the train ordered him, among others, while engaged in the line of his duty, to get aboard the train, and that in obedience to this order he was climbing on the rear of one of the cars, when the engine, without any signal, suddenly pushed the car plaintiff was climbing on back against another car, caught his foot and ankle and greatly injured it, without any fault or negligence on his part.

The defendant pleaded that it was not negligent, and that plaintiff was guilty of contributory negligence. Trial by jury, verdict and judgment for plaintiff. Defendant appeals. Affirmed.

REED v. THE C., R. I. & P. R. Co., 57 Iowa, 23.

Practice: EVIDENCE: ADMISSION OF. Where certain evidence was ruled out, but afterwards the same in substance was admitted, it was held, if error, to be without prejudice.

——: INSTRUCTIONS. If the true meaning of the instructions was sufficiently plain, and could not have been misunderstood by the jury, there was no error.

——: PERSONAL INJURIES: MEDICAL ATTENDANCE. To recover for medical attendance and medicines, in actions for personal injuries, the value thereof must be established by proof; and where no value is shown, an instruction including reasonable compensation therefor is erroneous.

Furman v. The C., R. I. & P. R. Co., 57 Iowa, 42.

Attachment: AGENCY: INSTRUCTIONS. Where household goods belonging to the wife were delivered to a railroad company for shipment by the husband, and were attached while in the defendant's depot, in a suit against the husband, and notice thereof was duly given to him while so acting as the agent of his wife, and in time to assert a right to the goods: *held*, that the law would recognize the husband as the wife's agent in transactions relating to the removal of their household goods; that she could not recover for failure to deliver the goods; and that the verdict was so in conflict with the instructions and the testimony it should have been set aside.

Instructions: PRACTICE. Where there was no evidence whatever, tending to show collusion, an instruction directing the jury to inquire whether the goods were seized by collusion on the part of the defendants was erroneous.

Lewis v. The C., M. & St. P. R. Co., 57 Iowa, 127.

Evidence: NEGLIGENCE. A party cannot be chargeable with negligence for not doing that, which, if done, would afford him no protection; and evidence tending to show that plaintiff's failure to plow around his hay stacks did not contribute to the loss, was properly admitted.

———: INTERROGATORIES TO THE JURY. The interrogatories submitted to the jury for special findings must present specific questions of fact.

———: VERDICT NOT SUSTAINED. Where the plaintiff did not own, or have any interest in the land upon which the hay was cut, a verdict allowing damages for the destruction of the hay, is not sustained by the evidence. Having no property in the thing destroyed he cannot maintain an action for its destruction.

Robertson v. Anderson, 57 Iowa, 165.

Taxation: ASSESSMENT: IMPROVENENTS ON LAND. While the improvements upon land, such as a patent limekiln and railroad switch, should be taken into consideration in determining the value of the land for the purposes of assessment and taxation, yet it is wholly immaterial whether the valuations of the land and the improvements are aggregated or stated separately.

Herriman v. The B., C. R. & N. R. Co., 57 Iowa, 187.

Statute Penalties: LIMITATION. An action under chapter 68, acts of the 15th General Assembly, to recover the forfeiture as provided therein, is an action to recover a statute penalty; that provision is criminal rather than remedial; and the limitation for the recovery of statute penalties applies.

———: NOT BARRED. Where the statute imposes two distinct, not alternative, penalties for the same act, the enforcement of one will not bar the enforcement of the other.

———: FORFEITURE: LIMITATION. The essential idea of forfeiture is a loss of property by way of punishment, and as used in the statute it indcates something more than compensation; and where so much of the claim as embraces a statute penalty is barred, the whole will be barred, for the same provisions of the statute of limitations must be applied to the entire claim.

Rush et al. v. The B., C. R. & N. R. Co., 57 Iowa, 201.

Tenants in Common: DEED BY ONE: DAMAGES. Where one of two tenants in common deeded the right of way through their premises to a railroad company upon certain conditions, and the company entered but failed to comply with the conditions, the tenant granting the deed can maintain an action to recover damages for the breach of contract, and the other, the entry being without her consent, for the trespass.

Truesdell v. Green et al., 57 Iowa, 215.

Tax in Aid of. A tax in aid of a railroad, procured to be voted by representations that it would only be enforced as against non-resident tax payers, will not be sustained.

Tax Titles: VOID: BONA FIDE PURCHASER. Where the treasurer, after the adjournment of a tax sale, executed certificates, without a sale, to a pretended purchaser, pursuant to a prior private agreement with him, the tax titles and deeds based upon such certificates were absolutely void, and a purchaser thereunder, by warranty deed, for value and without notice, would not be protected as an innocent purchaser.

———: ESTOPPEL. Where the tax payer did not know prior to the construction of the railroad, that the work was being done on the faith of the tax voted in its aid, he is not estopped from denying the validity of the tax.

C. I. R. Co. v. The M. & A. R. Co., 57 Iowa, 249.

Right of Way: ABANDONMENT. The provisions of section 1260, Code, as amended by act of 1874, in relation to the abandonment of a railroad line, clearly contemplate there may be an abandonment of a part of a constructed railway. Whether an abandonment exists depends upon the circumstances of each case.

———: STATUTE CONSTITUTIONAL. The statute, section 1260, Code, as amended by act of 1874, is constitutional. Following *Noll v. D. B. & M. R. Co.*, 32 Iowa, 66. The constitutionality of so much of the statute as provides for "assessing the damages," will not be inquired into in equity, there being a complete remedy at law.

———: ———: BECK, justice, *dissenting*, *held:* that a railroad through its entire extent, must be regarded as a unity; that while there was an intention to complete the work, there could be no abandonment; and that in this case no part of plaintiff's line had been abandoned.

Robertson v. The Central Iowa Railway Co., 57 Iowa, 376.

Trespass: RIGHT OF WAY. Where the petition embraced two causes of action, damages for the trespass and for the right of way taken, and an offer of compromise was made and accepted in the case, both claims were thereby settled and adjusted.

———: COMPROMISE: DEED FOR RIGHT OF WAY. Under the pleadings the compromise stood in place of the judgment of a court, and upon payment of the amount agreed upon the defendant had the right to demand a deed for the right of way, and the court had jurisdiction to order the deed executed.

———: PRACTICE. The appointment of a commissioner to execute the deed for the right of way, upon the tender of the amount agreed upon therefor, without giving the party a reasonable time in which to execute it, if irregular, worked no prejudice, and affords no ground for reversal.

Drady v. The D. M. & Ft. D. R. Co., 57 Iowa, 393.

Construction of side tracks over Streets. Where a railroad, duly authorized by an ordinance of a city, and also by virtue of section 1321, Revision, constructed its track along a certain street, it was held that the successor in inter-

est of said company had no right, after section 464 of the Code took effect, to construct switches or side tracks on said street without making compensation to the abutting lot owners for injuries resulting therefrom.

———: CONSTITUTIONAL LAW. Where a part of a statute is unconstitutional, that fact does not authorize the court to declare the remainder void, if the provisions are distinct and separable. Even if the defendant in this case could not be denied the right to construct the switch in question, yet it can be done only upon making compensation therefor.

———: COMPENSATION: TRESPASS. The compensation provided by section 464, Code, as amended, cannot be limited to damages for change of grade, but it includes all legitimate damages, and where the occupation of the street was unlawful, a party, if injured thereby, may maintain an action for the trespass before the permanent damages are assessed.

MEYERS v. THE C., R. I. & P. R. Co., 57 IOWA, 555.

Municipal Corporations: ORDINANCE: LIMITING SPEED OF RAILWAY TRAINS. Municipal corporations have power, as a police regulation, to pass ordinances regulating the speed of railway trains within the corporate limits, but such regulations must be reasonable and proper.

———: ———: UNREASONABLE AND VOID. Where an ordinance of a city limits the speed of railway trains to four miles per hour, and the road passes through agricultural lands, fenced on both sides, for three miles after entering the limits of the city, and before reaching the inhabited portion thereof, such ordinance operates as a restraint upon commerce, and, as to such portion of the road, is unreasonable and void.

ALLEN v. THE B., C. R. & N. R. Co., 57 IOWA, 623.

Damages: PERSONAL INJURIES: EVIDENCE. In an action for personal injuries sustained by a brakeman, while getting off a moving train to turn a switch, witnesses were allowed to testify that it was "in the line of his duty" for a brakeman to get off over the side of the car, while the train was in motion. *Held*, error.

———: ———: ———. Where witnesses for the plaintiff had testified that a certain "cattle chute" was constructed dangerously near the track, the evidence offered by the defendant that persons had frequently ridden past it holding to the side of the car, was proper and should have been received.

Instructions: CONSIDERED TOGETHER. All the instructions must be read and considered together, and where it is not probable the jury have been mislead by the omission of a certain qualification in one which was explicitly given in others, there was no error.

Negligence. Where a railway company erects "cattle chutes" in such close proximity to its track as to endanger the lives of its employes, in the proper operation of its trains, it is negligence. If the "chutes" are constructed so as to be reasonably safe for employes operating trains in a reasonable and prudent manner, the company is not chargeable with negligence.

Instructions: REFUSAL TO GIVE. Where the doctrine of an instruction asked was fairly presented in one given by the court, the refusal to give it, though proper in itself, was not error.

LANCE v. THE C. M. & ST. P. R. Co., 57 IOWA, 636.

Award of damages: APPEAL: OWNER AND MORTGAGEE. Where, in the condemnation of land for railroad purposes, the award of damages was made to the owner and the mortgagee jointly, on proper notice to both parties, the owner may prosecute an appeal therefrom without uniting the mortgagee as a party to such appeal.

———: RIGHT OF WAY: GROWING CROPS: DAMAGES. If growing crops were destroyed by the appropriation of the right of way and entry thereunder, the owner may prove the value of the crops as an element of damage.

———: BUILDINGS: INCREASED RISKS: EVIDENCE. Evidence of the value of the buildings and a grove, and the increased hazard from fire by reason of their proximity to the track, was improperly admitted. It was proper to show the situation, and its effect upon the value of the property may be considered, but the increased danger of the destruction of buildings, and the like, by fire, is too remote and contingent for legal inquiry.

LAWSON v. THE C., R. I. & P. R. Co., 57 IOWA, 672.

Negligence: SPECIAL FINDINGS: INSTRUCTIONS. Several cattle were killed and injured by separate trains of defendant. In an action for the entire damage the defendant asked for special findings as to the amount of damage done by each train. The court submitted the questions with an instruction that if the jury found that damage was done by both trains, and that one train was operated with reasonable care, then they should answer the questions. No special findings were returned with the general verdict, whereupon the defendant moved to require the jury to return answers to the questions, which motion was overruled. *Held*, that the instruction was correct and the motion properly overruled; that under the general verdict the questions asked became immaterial; and that the statute, section 2808, Code, does not require special findings of immaterial facts.

———: ———: EVIDENCE: SUFFICIENCY OF TO SUSTAIN VERDICT. Where the evidence of negligence does not show such an absence of proof as to authorize the conclusion that the verdict was the result of passion or prejudice, the judgment will not be disturbed.

SLOCUMB v. THE C., B. & Q. R. Co., 57 IOWA, 675.

Right of way: LANDS CONVEYED SUBJECT TO. Premises adjacent to a railroad were conveyed to plaintiff, "subject to any right of way, said railroad may own over the same." The railroad company had previously become entitled to thirty-five feet in width from the center line of its track as right of way, but there was nothing of record showing the extent of such easement. The railroad was in operation at the time, and a fence had been constructed on one side near the track. *Held*, that plaintiff was advised by the presence of the railroad and the recitals in the conveyances that the railroad company claimed a right of way over the premises, and by inquiry could have learned the extent of that right; and that she must be regarded as having notice of all the facts which due and timely inquiry would have elicited.

———: ———: ADVERSE POSSESSION. Under the facts in this case the plaintiff being affected with notice of the acquisition of an easement over the premises by the railroad company, could not acquire title to any portion of the right of way by adverse possession.

———: DIVERSION OF COURSE OF STREAM: ESTOPPEL. Where the plaintiff stood by and saw the defendant at great expense divert the course of a small stream, which previously had touched the corner of her premises, without objection, until the work of such diversion had been completed, she will not be entitled to a mandatory injunction restoring the stream to its original channel:

The rule: "He who is silent when he ought to speak will not be heard to speak when he ought to keep silent," applied.

REUSCH ET AL. V. THE C., B. & Q. R. Co., 57 IOWA, 687.
LONG ET AL. V. THE SAME.

Practice: REINSTATING EVIDENCE. To justify the court in reinstating the evidence in a case, after it has once been stricken out for the reason it did not appear the evidence had ever been certified, it should at least be shown that it was duly certified within the time required by statute.

Eminent Domain: PUBLIC USE: DIVERTING COURSE OF STREAM. A railroad company may, under chapter 191, laws of 1880, condemn land for right of way for a channel and change the course of a stream, where the safety of the traveling public would be promoted thereby. For such object the land would be taken for a public use, authorizing the exercise of the right of eminent domain, and for that purpose the statute is not unconstitutional. Whether such right exists where merely the convenience and economy of the company would be promoted, not determined.

LAWRENCE V. SMITH, 57 IOWA, 701.

Railroads: SUBSCRIPTION NOTE: EVIDENCE. In an action upon a subscription in the form of a note, to aid in the construction of a railroad, it was competent for the defendant to show by the subscription papers and by the declarations of the agent who procured the note, that the railroad was to be built between certain points. The leasing of a part of the road between two points is not a compliance with the contract to construct a road between said points.

HICKENBOTTOM V. THE C., B. & Q. R. Co., 57 IOWA, 704.

Evidence: SUFFICIENCY OF: NEW TRIAL. Where the evidence fully sustains the verdict, the judgment of the court below must be affirmed; and newly discovered evidence, which is merely cumulative, will not entitle the party to a new trial.

MUNDHENK V. THE C. I. R. Co., 57 IOWA, 718.

Injury to Stock: DUTY TO CONSTRUCT CATTLE GUARDS. The statute, providing that every corporation operating a railway shall make proper cattle guards, where the same enters and leaves any fenced land, is imperative. The company has the right to fence at all places, except where the public convenience excludes that right, as at depot grounds; and under the facts of this case the question, whether the injury was done at a place where it was fit, proper and suitable for the defendant to fence, was properly excluded from the jury.

———: INSTRUCTION: EVIDENCE. An instruction, asked by the defendant, and based upon evidence not found in the record, was properly refused.

———: ———: LIABILITY FOR: ADMISSION OF: EVIDENCE. In an action to recover for injury to stock by a railroad train, evidence that defendent's road-master agreed upon an arbitration is not competent to show the liability of the company. An offer to arbitrate is not an admission of liability, nor would any admission by the road-master, at another time and place, be deemed the admission of the company.

———: ———: INSTRUCTION. The giving of an instruction based upon a theory wholly unsupported by the evidence, was misleading, and prejudicial error.

———: ———: DOUBLE DAMAGES: AFFIDAVIT FOR: AMENDMENT: SERVICE. The affidavit, served for the purpose of entitling claimant to double damages for stock killed by a railroad train, need not specifically designate the place where the injury was done. The jurat to such affidavit may be amended within such reasonable time as not to cause essential injury to the other party, and the notice of claim and the accompanying affidavit may be served by the plaintiff or any other person.

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