SEVENTEENTH ANNUAL REPORT

— OF THE —

Board of Railroad Commissioners

— FOR THE —

YEAR ENDING JUNE 30, 1894.

STATE OF IOWA

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Railroad Commissioners' Report.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, December 1, 1894.

To the HON. FRANK D. JACKSON, Governor of Iowa:

As required by law we submit the Seventeenth Annual Report of the Board of Railroad Commissioners, which furnishes information tabulated from the returns made to the Board by the several railroad companies doing business in the State from June 30, 1893, to June 30, 1894.

The report gives the mileage, capital stock and indebtedness, the traffic earnings, operating expenses and the condition of the railroad companies, and the investigations and decisions made by the board in cases where complaints were heard and determined, investigations of serious accidents, statements of cases decided by the courts during the year and the litigation pending in suits instituted by the board to enforce its decisions and orders, a digest of the decisions of the supreme court of Iowa made since the last report, in which the relations of the citizen and the common carrier are involved, a digest of the decisions of the Interstate Commerce Commission for the past year, a topical index of the decisions of the railroad commissioners of Iowa from the organization of the system to the present time, together with matters of interest on the subject of transportation and its relation to the public.

The topical index partakes also of the character of a digest and has been prepared with great care by a member of the board and the Secretary, and is believed to be so complete and full that anyone may find from it, without difficulty, either the decisions or the views of the board on all ques-

tions presented. This is something that has long been needed, and although several attempts have been made, this report presents the first index that has been entirely satisfactory to the members of the board.

The board organized January 8, 1894, by the election of John W. Luke, Chairman, and W. W. Ainsworth, Secretary. Mr. Luke having been re-elected, qualified to fill the vacancy caused by the expiration of his own term of office.

The statistics furnished by the railway companies doing business in the state give the capital, indebtedness, earnings and expenditures of the entire lines and are generally full reports of the systems they control. It has, however, been very difficult to obtain information from these companies that would disclose the "working of the system of railroad transportation in the state" and this report, while it attempts to give detailed statements of the operation of the roads as limited by the state lines is little more than an appoximation. The commissioners have given all the information that could be obtained from the data furnished; they have made repeated calls for the information required by the commissioner law, and have been always answered by the stereotyped reply, "Our books are not kept in a manner to enable us to furnish the information called for." Whether the law as it now stands is sufficient to sustain the board in an order requiring the books of the companies reporting to be kept in such manner as will enable them to answer fully, may be a question; an effort has been twice made to have such amendments to the statute as will relieve it of all doubt, but without success. No report can be made by a commission that will be entirely reliable unless some power is given to elicit the facts necessary to make it correct, and this must go far enough to require books to be kept in such manner as to enable the information to be furnished.

This report will give the condition of the railroads as an entirety and, as far as possible with the information furnished, statistics of state business.

There are thirty-eight roads that report to the commission a mileage of 28,277.93.

The capital stock outstanding, of the entire roads, is reported as

Common	$374,957,313.78
Preferred	127,173,238.30
Total stock outstanding	$502,130,552.08
Being an increase over previous year of	$ 6,532,910 87
The stock per mile is	17,756 98
Stock representing road in Iowa, partially reported, balance estimated	149,494,766.98
Total number of stockholders	31,521
Total number of stock holders in Iowa	613
Total stock is	502,130,552.08
Total stock held in Iowa	7,836,273.00

DEBT.

The funded debt outstanding is	$602,583,364.70
The floating debt outstanding is	22,569,229.55
Total debt	$ 685,152,594.25
Debt per mile	24,228.88
Total stock and debt	1,187,283,146.33
Stock and debt per mile	41,985.86
Interest accrued during the year	34,347,259.72
Interest paid during the year	33,553,239.69
Debt representing the road in Iowa	168,124,252.89
Stock and debt in Iowa	317,618,919.87

The number of miles of road in Iowa is 8,489.88.

This is 17.98 less than reported last year; the mileage of the Wabash road from Harvey to Albia not being included in the present report, the road having been for some years abandoned. It is understood the iron is yet on the ground.

Interest paid on road in Iowa	$ 7,796,693.14

This amount includes only a part of the interest paid by the C. B. & Q., the C., B. & K. C., the St L., K. & N. W. and the K. C., St. J. & C. B. These roads refuse to furnish any definite figures in answer to repeated requests. It is probable that a full return would increase this amount $600,000.

The roads failing to pay their interest are, the Chicago, Iowa & Dakota, the Chicago, Santa Fe & California, the Mason City & Fort Dodge, the Omaha & St Louis, the Sioux City & Northern, the Winona & Southwestern, the Burlington & North-Western and the Burlington & Western.

COST OF ROAD.

Grading	$ 10,108,658.61
Bridging and masonry	958,337.46
Superstructure	6,545,367.73
Land, land damages and fences	3,980,857.09
Passenger and freight stations	2,183,488.49
Engine houses, etc	16,791.74
Machine shops and tools	337,870.27
Interest paid during construction	1,855,856.39
Engineering agencies etc	603,521.78
Other items	18,783,027.38
Purchase of constructed road	105,831,024.88
Total for construction	$ 832,072,221.56
Construction per mile	29,421.26
Construction for Iowa	256,788,146.34
Construction per mile in Iowa	30,245.30

EQUIPMENT.

Locomotives	$	1,278,089.73
Passenger, mail, baggage and express cars		504,459.86
Parlor, dining and sleeping cars		37,995.14
Freight and other cars		2,170,799.62
Wrecking cars, pile drivers, etc		137,310.76
Total for equipment	$	87,428,567.17
Equipment per mile		3,091.74
Proportion of cost of equipment for Iowa		23,631,895.11
Equipment per mile in Iowa		2,783.53
Total cost of road and equipment	$	1,126,774,210.78
Average cost of road and equipment per mile		39,881.78
Proportionate cost of road and equipment for Iowa		293,655,220.50
Average cost of road and equipment for Iowa per mile		34,586.40

ACTUAL PRESENT CASH VALUE OF ROADS.

This question is propounded by the statute in the original commissioner law. But seven roads have attempted to answer; the Chicago & Northwestern is the only one of the trunk lines that has done so. Why this is, or why it should be that this information that the commissioners are required to put in their reports, is refused, can only be accounted for on the theory that any admission of value may in some way or at some time work to their disadvantage.

PROPERTY ACCOUNTS.

Charges and credits by which the capital and debt have been increased during the year.

CONSTRUCTION.

Grading	$	361,427.36
Bridging and masonry		1,147,677.37
Superstructure		797,552.41
Land, land damages and fences		503,530.06
Passenger and freight stations, etc		767,387.84
Engine houses, car sheds, etc		1,446.08
Machine shops, machinery and tools		102,923.39
Engineering agencies, salaries, etc		50,039.44
Interest, discount, etc		1,627,737.65
Purchase of other roads		76,653,437.27
Double track extension		476,763.69
Other items		581,673.92
Total for construction	$	83,245,716.13

EQUIPMENT.

Locomotives	$	798,467.40
Snow plows		34.51
Passenger, mail, baggage and express cars		399,055.59
Parlor, dining and sleeping cars		52,279.14
Freight and other cars		1,472,504.13
Wrecking cars, pile drivers and tools		104,855.05
Total for equipment during the year	$	2,745,020.31
Other expenditures charged to property accounts		169.92
Total expenditures charged to property accounts	$	86,211,168.53
Credits to property accounts		7,233.50
	$	86,203,935.05

PASSENGER EARNINGS.

Local passengers	$	17,861,332.64
Through passengers		8,265,511.71
Passenger earnings reported together		14,775,600.10
All passengers	$	40,902,444.45
Express		3,144,928.86
Extra baggage and storage		537,756.60
Mails		4,810,523.34
Other sources passenger department		799,339.80
Total earnings passenger department	$	50,194,993.05

This amount is $47,028.07 less than reported in 1893.

FREIGHT.

Many of the roads in their reports do not separate through freights and local freights.

Local freight	$	53,359,540.54
Through freight		45,518,998.49
Other sources, freight department		336,490.11
Not separated		3,188,790.56
Total earnings reported freight department	$	102,403,819.70
Rents received for the use of road		952,340.30
Car mileage, credit balance		286,538.43
Earnings from other sources		1,302,771.99
Telegraph		116,350.53
Passenger earnings		50,194,993.05
Freight earnings		102,403,819.70
Total earnings from all sources	$	155,333,166.89
Amount reported less than previous year		20,690,533.83
Proportion of earnings for Iowa		40,699,679.92

TRAIN MILEAGE.

Train miles run by passenger train, 46,805,955. Earnings per train mile	$ 1.0724
Train miles run by freight trains, 73,585,130. Earnings per train mile	1.3917
Train miles run by all trains, 121,209,273. Earnings per train mile	1.2755

OPERATING EXPENSES.

MAINTENANCE OF WAY AND BUILDINGS.

Repairs of roadbed and track	$ 11,704,668 14
Renewal of rails	1,498,394.20
Renewal of ties	3,232,169.44
Repairs of bridges, culverts, etc	3,209,041.85
Repairs of fences, crossings, etc	724,533.93
Repairs of buildings and water tanks	1,390,417.56
Other expenses	292,281.76
Total	$ 22,051,446.88

MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 5,660,740.32
Repairs of passenger cars	1,646,075.80
Repairs of freight cars	5,990,724.63
Repairs of tools and machinery	314,817.50
Other expenses	435,558.55
Total	$ 14,047,916.80

CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 10,985,523.11
Water supply	869,472.13
Oil and waste	956,199.48
Locomotive service	10,535,386.38
Passenger train service	3,262,735.90
Switchmen, watchmen and flagmen	3,142,763.05
Debit balance, passenger cars	260,346 48
Freight train service	5,017,388.16
Train supplies	1,282,335.73
Debit balance, freight cars	1,486,031.18
Telegraph expenses	2,172,999.66
Damage and loss, freight and baggage	711,815.48
Damage to property and cattle	540,132.40
Personal injuries	1,240,096.43
Agents and station service	9,483,149.00
Station supplies	1,202,787.39
Sundries	1,221,101.27
Total	$ 54,376,368.66

GENERAL EXPENSES.

Salaries of officers	$ 1,591,790.12
Salaries of clerks	2,023,949.76
General office expenses	390,198.99
Agencies	1,694,235.26
Advertising	359,082.32
Commissions	462,755.45
Insurance	373,106.84
Expense of fast freight lines	2,097.47
Expense of traffic associations	173,380.99
Expenses of stock yards	118,068.52
Rents of track yards and terminals	1,698,816.12
Rents not otherwise provided for	101,005.30
Legal expenses	688,304.48
Stationery and printing	643,641.31
Other general expenses	538,489.72
Taxes in Iowa	1,426,014.85
Taxes in other states	4,568,628.55
Total	$ 16,852,965.53

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 22,051,153.23
Maintenance of motive power and cars	14,047,976.80
Conducting transportation	54,376,364.84
General expenses	16,852,965.53
Total	$ 107,328,404.40
Proportion of operating expenses and taxes for Iowa	28,020,531.03
Operating expenses per mile of road	3,580.49
Operating expenses per mile run	0.8854

GENERAL EXHIBIT.

Total income	$ 157,245,772.06
Total expenses, including taxes	107,136,045.08
Net income	$ 50,109,726.98
Rentals paid	2,913,699.13
Interest accrued during the year	34,347,259.72
Interest paid during the year	33,553,239.69
Interest paid during the year on account of road in Iowa	5,967,532.07
Dividends paid during the year	15,148,315.30
Percentage of expenses to income	.681

CURRENT ASSETS.

Cash	$ 12,799,680.24
Bills receivable	2,408,833.26
Due from agents	2,866,049.00
Traffic balances	388,456.29
Due from companies and individuals	4,052,123.95
Other cash assets	6,878,352.32
Balance, current liabilities	13,524,821.69
Total	$ 42,918,316.75

CURRENT LIABILITIES.

Loans and bills payable	$ 11,810,980.39
Audited vouchers	6,397,459.59
Wages and salaries	3,929,839.54
Net traffic balances due other companies	831,023.98
Dividends uncalled for	448,707.50
Interest coupons unpaid	10,119,495.83
Rents due	33,161.50
Miscellaneous	2,563,697.62
Balance cash assets	6,853,122.99
Total	$ 42,987,588.94

MILEAGE.

Main line	14,683.50
Main line, double track	1,142.13
Leased lines (reported both by lessor and lessee)	2,065.93
Branches owned	11,805.84
Total miles operated	29,114.79
Sidings and other tracks	6,533.29

MILEAGE IN IOWA.

Main line	5,206.64
Main line, double track	188.64
Leased lines (reported by both lessor and lessee)	1,193.61
Branches	2,405.58
Total mileage in Iowa	8,489.88
Sidings and other tracks not enumerated	1,682.55
Total miles operated, entire lines	29,114.79
Total miles operated under trackage rights	804.45
Number of miles operated in Iowa	8,489.88
Number of stations on roads operated	4,866
Number of stations on roads in Iowa	1,456
Number of telegraph stations in Iowa	1,299

EMPLOYES AND SALARIES.

	Number.	Yearly compensation.
General officers	463	$ 1,706,609.40
General office clerks	3,098	2,508,206.82
Station agents	4,294	2,545,428.26
Other station men	9,112	4,458,624.56
Enginemen	5,068	5,875,573.56
Firemen	5,250	3,623,133.87
Conductors	3,420	3,681,541.32
Other trainmen	7,316	4,662,394.01
Machinists	4,058	2,631,312.83
Carpenters	3,953	3,008,922.02
Other shopmen	13,142	6,519,779.17

Section foremen	5,056	2,862,673.99
Other trackmen	19,574	7,136,747.69
Switchmen, flagmen and watchmen	5,761	3,548,187.55
Telegraph operators and dispatchers	2,889	1,951,473.30
All other employes and laborers	9,575	5,500,571.43
Total, including general officers	103,365	$ 62,222,858.78
Total, excluding general officers	102,759	60,486,605.05

DISTRIBUTION.

General administration	$ 4,945,819.71
Maintenance of way and structures	13,754,694.62
Maintenance of equipment	10,079,628.14
Conducting transportation	33,341,562.39
Number of employes on all lines	103,365
Number of employes on all lines, excluding general officers	102,759
Number of employes in Iowa	29,308
Number of employes in Iowa, excluding general officers	29,215
Total yearly compensation for Iowa, including general officers	16,378,740.81
Total yearly compensation for Iowa, excluding general officers	16,121,119.21
Number of employes reported last year	119,877
Amount paid as compensation for services	72,764,651.07
A decrease in number of	16,512
A decrease in compensation of	10,535,792.89
A decrease in number in Iowa of	1,819
A decrease in compensation in Iowa	2,010,632.87

The compensation paid employes on all lines is 85.5 of the amount paid last year.
The compensation paid employes on Iowa lines is 89.1 of the amount paid last year.

EMPLOYES IN IOWA, AND THEIR ANNUAL COMPENSATION COMPARED.

YEARS.	Number.	Yearly compensation.	Average yearly compensation.
1882	17,275	$ 8,329,810.31	$ 482.24
1883	27,112	13,104,238.07	485.24
1884	26,731	13,970,991.65	522.69
1885	25,266	13,678,067.66	531.01
1886	25,761	13,677,780.53	530.98
1887	29,086	15,146,234.84	520.70
1888	30,794	16,235,348.31	527.22
1889	24,643	14,212,509.27	577.17
1890	27,870	16,216,483.09	581.73
1891	27,583	16,175,410.55	587.31
1892	30,492	17,870,915.89	586.08
1893	31,127	18,389,373.58	590.78
1894	29,308	16,378,740.81	558.85

This would indicate not only a decrease in the number of men employed, but a decided decrease in the compensation of those retained, probably due to a less number of those earning high wages being in service.

TIES AND RAILS.

New ties put in track during the year	3,171,727
Tons of new rail laid during the year	25,146.60
Miles of track laid during the year with new rail	200.8

WOODEN TRESTLE REPLACED WITH STONE, IRON AND SEWER PIPE.

Amount of timber used in renewal of wooden bridges during the year (B. M.)	9,030,683
Lineal feet of trestle replaced with earth during the year	14,668
Timber culverts replaced with stone	76
Timber culverts replaced with sewer pipe	47
Timber culverts replaced with iron pipe	243

BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA.

	Number.	Aggregate length—feet.
Wooden truss bridges over 100 feet in length	224	32,813
Combination truss bridges, over 100 feet in length	49	8,660
Iron and steel truss bridges over 100 feet in length	267	45,768
Iron and steel truss bridges less than 100 feet in length	977	60,598
Wooden trestle and pile bridges	10,425	865,312
Iron trestle	13	6,029
Arch culverts and viaducts, with 20 feet opening or more	18	
Arch culverts and viaducts with less than 20 feet	266	
Timber box culverts	6,879	
Stone box culverts	2,427	
Cattle guards	12,915	

HIGHWAY CROSSINGS IN IOWA.

At grade	8,332
With gates and flagmen	154
Over track	152
Under track	201
Twenty-one feet above track	69
Less than twenty-one feet above track	107

FENCING IN IOWA.

Number of miles of fence	14,444
Cost	$ 2,980,670.92
Miles built during the year	216.89
Miles needed to fence tracks	215.92

ROLLING STOCK.

Passenger cars, total number	1,857
Baggage, mail and express	866
Parlor and sleeping	225
Dining	48
Box freight	75,361
Stock	10,922
Platform and coal	27,656
Other cars	10,236
Total number of cars	127,171

Locomotives	3,745
Locomotives equipped with air brakes	3,277
Locomotives equipped with driver brakes	3,322
Maximum weight of locomotives, tons	111
Average weight of locomotives, tons	50
Passenger cars equipped with air brakes	3,030
Passenger cars equipped with Miller platform and buffer	2,847
Freight cars equipped with air brakes	34,754
Freight cars equipped with automatic coupler	43,711

TRAIN MILEAGE.

Mileage of passenger trains	46,271,077
Mileage of freight trains	73,204,405
Mileage of switching trains	17,722,121
Mileage of construction and repair trains	2,644,619
Mileage of other trains	4,697,745
Total mileage of all trains	144,539,967

The maximum net weight of freight in a train is reported as 250 tons, which would be about fourteen loaded cars. It has been the generally received opinion that a maximum should be at least equal to twenty loaded cars.

PASSENGER TRAFFIC.

Number of passengers carried	49,444,112
Number of passengers carried one mile	2,007,777,261
Average distance traveled, miles	40.6
Average amount received for each passenger	$ .82

FREIGHT TRAFFIC.

Tons of freight carried—	
Through	8,875,880
Local	21,002,651
Not separated	29,055,424
Total	58,933,955
Tons carried one mile—	
Through	1,335,425,280
Local	3,335,871,621
Not separated	5,952,406,152
Total carried one mile	10,623,703,053

MILES RUN BY LOADED AND EMPTY FREIGHT CARS.

By loaded freight cars east and south	542,054,243
By loaded freight cars west and north	480,250,725
By empty freight cars east and south	170,834,461
By empty freight cars west and north	234,950,635
Total freight car mileage	1,428,090,064

SPEED OF TRAINS.

Highest average rate of speed reported for passenger trains is 32 miles.
Lowest rate of speed reported for freight trains is 9 miles.

TONNAGE OF ENTIRE LINES.

	Tons.
Grain	9,670,968
Flour	1,582,643
Other mill products	737,597
Hay	841,668
Tobacco	36,314
Cotton	37,275
Fruit and vegetables	677,389
Grass seed	241,001
Broom corn	2,939
Butter, eggs and cheese	173,440
Live stock	3,232,174
Dressed meats	426,839
Other packing house products	385,522
Poultry, game and fish	51,774
Wool	35,126
Hides and leather	124,067
Anthracite coal	1,547,901
Bituminous coal	6,860,631
Coke	263,625
Ores	2,792,823
Stone, sand, etc	1,373,297
Salt	148,750
Lumber	4,220,872
Ties, logs and cord wood	772,278
Telegraph, telephone and electric light poles	795,419
Petroleum and other oils	660,485
Sugar	244,708
Iron, pig and bloom	258,560
Iron and steel rails	227,902
Other castings and machinery	255,227
Bar and sheet metal	269,579
Cement and lime	869,478
Brick and tile	405,404
Agricultural implements	263,455
Wagons, carriages, tools, etc	206,441
Wines, liquors and beer	636,521
Household goods and furniture	274,575
Merchandise	3,525,389
Miscellaneous	3,032,991
Total tonnage entire line	55,678,640
Originating on roads	36,885,873
Received from other roads	11,217,323

This table has no report from the C., B. & Q. and its proprietary lines, all information being refused. It is in error by the amount of tonnage of that system.

TONNAGE FOR STATE OF IOWA.

	Tons.
Grain	3,181,136
Flour	448,991
Other mill products	124,991
Hay	324,190
Tobacco	6,139
Cotton	2,096
Fruit and vegetables	146,918
Grass seed	98,927
Butter, eggs and cheese	55,849
Live stock	1,051,341
Dressed meat	80,454
Other packing house products	81,728
Poultry, game and fish	16,542
Wool	9,132
Hides and leather	17,926
Anthracite coal	273,786
Bituminous coal	2,590,461
Coke	44,894
Ores	58,545
Stone, sand, etc	237,711
Salt	38,096
Lumber	1,114,153
Ties, logs and cord wood	202,872
Telegraph, telephone and electric light poles	405
Petroleum and other oils	132,671
Sugar	63,852
Iron, pig and bloom	48,434
Iron and steel rails	32,803
Other castings and machinery	47,705
Bar and sheet metal	37,673
Cement and lime	165,368
Brick and tile	137,357
Agricultural implements	72,587
Wagons, carriages, etc	45,805
Wines, liquors and beer	103,690
House-hold goods and furniture	99,029
Merchandise	785,979
Miscellaneous	585,123
Total Iowa tonnage	15,936,906
Originating on these roads	8,433,287
Received from other roads	4,132,074

The above table is incomplete by the amount of the tonnage of the C., B. & Q. and its proprietary roads, they having refused to furnish any information with regard to the division of tonnage, or in fact anything bearing upon the tonnage of the line.

CONSUMPTION OF FUEL BY LOCOMOTIVES.

Tons of bituminous coal		2,949,114
Cords of hard wood	35,838	
Cords of soft wood	19,981	
Total tons of fuel consumed		2,989,788
Number of miles run		72,213,171
Average cost of coal per ton	$	1.95
Average cost of hard wood per cord		2.50
Average cost of soft wood per cord		2.00

The Ames & College makes no report. The C., B & Q., the C., B. & K. C., K. C., St. J. & C. B., St. L., K. & N. W. and the Wabash do not separate their fuel for Iowa, but report for their entire lines east of Missouri river. This report will be in excess by that amount, but will give a reasonable approximation. It shows that a ton of coal will move a train in Iowa an average of about twenty-five miles, which is one element in determining the cost of service.

CONGRESSIONAL LAND GRANTS

Section four of chapter 77 of the laws of 1878 requires the commissioners, in their report to the governor, to give the number of acres of land granted in aid of construction of roads by the United States or the State of Iowa. Also the number of acres of such land remaining unsold.

In the report for 1893 the commissioners gave a full statement of the amount of grants and the money realized from them and all matters pertaining to them; as the lands are closed out this statement will not be repeated. Any information may be obtained by a reference to the report of 1893.

TONNAGE CROSSING THE MISSISSIPPI RIVER.

ROAD.	LOCATION OF BRIDGE.	East bound.	West bound.	Total.
B., C. R. & N.	Davenport	6,811	6,554	13,365
C., B. & Q.	Burlington	983,607	997,900	1,980,507
C., M. & St. P.	McGregor	286,173	180,289	466,462
C., M. & St. P.	Sabula	953,102	714,633	1,667,735
C. & N. W.	Clinton	1,826,021	525,505	2,328,526
C., St. P. & Cal.	Ft. Madison	348,386	277,457	625,843
D. & S. C. (Ill. C.)	Dubuque	264,097	244,951	508,358
C. & N. W.	Dubuque	462,070	199,088	661,158
Iowa Cent.	Keithsburg	181,994	194,029	375,123
T. P. & W.	Burlington	3,262	87,314	90,576
T. P. & W.	Keokuk	20,107	14,127	34,234
Total		6,571,175	4,205,280	10,776,465

TONNAGE CROSSING MISSOURI RIVER.

ROAD.	LOCATION OF BRIDGE.	East bound.	West bound.	Total.
C., B. & Q.	Nebraska City	87,469	69,191	156,561
C., B. & Q.	Plattsmouth	489,567	554,107	1,043,674
C., M. & St. P.	Omaha	177,548	116,896	294,244
C., R. I. & P.	Omaha (no report)			
C., St. P., M. & O.	Sioux City	196,401	147,769	344,170
S. C. & P.	Blair	87,448	66,958	154,406
Union Pacific	Omaha	447,991	252,885	700,876
Total		1,486,588	1,207,343	2,693,931

This report is short the tonnage over the Union Pacific railroad bridge hauled by the Chicago, Rock Island & Pacific Railway Company, they not having furnished the statistics.

ACCIDENTS TO PERSONS IN IOWA.

KILLED.

Passengers	7
Employes	48
Others	90
Total	145
Derailment	5
Collisions	8
Coupling cars	7
Falling from trains	17
Getting on and off trains	15
At highway crossings	16
Miscellaneous	25
Overhead obstructions	2
Stealing rides	5
While intoxicated	4
Trespassing on track	41
Total	145

INJURED.

Passengers	62
Employes	367
Others	62
Total	491
Derailments	46
Collisions	15
Caught in frogs	19
Coupling cars	91
Falling from trains	32
Getting on and off trains	33
Highway crossings	27
Miscellaneous	204
Overhead obstructions	6
Stealing rides	6
Intoxicated	4
Trespassing on track	8
Total	491

TAXES PAID IN IOWA 1890 TO 1894.

ROAD.	1890.	1891.	1892.	1893.	1894.
B., C. R. & N	$ 108,340.92	$ 93,387.51	$ 101,700.00	$ 108,231.58	$ 111,081.11
A. & C	1,194.22	1,048.81	508.76	630.54	1,302.45
C., B. & Q	170,383.19	182,750.96	174,127.82	194,624.86	206,177.45
C., B. & K. C	6,393.55	6,508.61	6,700.17	6,582.66	6,588.34
K. C., St. J. & C. B	7,175.71	10,741.02	5,582.36	6,769.37	7,078.68
St. L., K. & N. W	5,813.15	5,784.54	3,420.02	2,548.86	3,107.45
C., Ft. M. & D. M			707.85	1,993.01	3,725.21
C., I. & D	1,803.51	1,824.96	2,500.45	1,763.84	1,691.21
C., M. & St. P	204,900.92	200,398.53	203,886.03	221,697.23	236,302.50
C. & N. W	197,105.76	215,851.01	218,847.38	245,425.14	241,646.33
C., R. I. & P	221,825.08	223,488.74	233,316.50	239,503.87	251,196.73
C. G. W	41,039.14	40,709.80	51,960.15	48,505.74	62,546.01
C., St. P., M. & O	21,855.44	23,823.54	18,411.46	20,122.18	21,365.63
C., S. F. & C	7,658.92	8,539.49	9,242.24	10,237.96	10,450.16
Crooked Creek	1,508.43	1,174.71	1,997.61	1,942.25	1,716.39
D. M. N. & W	6,208.36	6,633.57	8,915.20	8,211.40	9,201.54
D. & S. C	77,495.62	80,703.98	86,707.88	89,926.96	94,065.87
H. & S	8,321.25	8,859.69	8,428.52	8,663.62	8,245.22
Iowa Cent	47,260.13	46,339.03	41,783.76	44,056.35	45,541.39
Iowa Nor	546.99	564.57	514.40	562.47	521.23
K. & W	6,323.26	6,225.31	8,128.38	6,001.26	6,240.46
M. O. & F. D	9,218.55	8,765.48	6,427.90	8,576.23	9,709.07
M. & St. L	17,397.55	16,554.61	15,271.80	15,591.16	17,084.68
O. & St. L	7,118.61	7,767.46	8,339.85	8,538.65	8,561.18
Ft. du C. & McG	94.50	113.25	99.00	122.50	126.00
S. C. & N		814.77	6,925.49	8,291.78	23,178.42
S. C. & P	16,762.81	15,891.73	14,226.60	14,899.74	14,211.99
T. & N		9.80	52.14	113.26	146.23
U. P			25,000.00	27,000.00	27,000.00
Wabash	8,281.94	8,996.94	9,340.23	8,809.26	8,597.62
W. & S. W					2,930.81
D. M. Union		2,865.60	3,817.56	3,886.36	3,096.60
B. & N. W	1,440.04	1,461.28	1,385.85	1,579.72	1,978.67
B. & W	2,300.53	1,976.90	1,857.30	2,064.54	2,121.66
D. M. & K. C	5,350.18	4,908.02	3,378.89	3,682.40	4,222.29
Totals	$ 1,223,418.83	$ 1,234,219.36	$ 1,279,906.85	$ 1,370,365.78	$ 1,483,014.85

FARM CROSSINGS.

In their last report the Commissioners set forth quite fully their views as to the law applicable to the matter of overhead, or underground, farm crossings, in order that the General Assembly, then soon to convene, might have all the information upon the subject that the Commissioners could give. This was done with the hope that some additional legislation might be enacted that would more clearly define the rights of parties desiring such crossings. No such legislation, however, was enacted, and the matter is left substantially as set forth in that report. With the object of obtaining some further adjudication or construction by the courts of the present law applicable to such crossings, the Board have caused a suit to be instituted in the proper court to enforce the ruling or order of the Board in the case of Alexander Warnock, against the Burlington, Cedar Rapids & Northern Railway, set forth in their said last report, as the said company declined to put in the crossings ordered in that case by the Board.

TIME WHEN SCHEDULE OF RATES MADE BY COMMISSIONERS TOOK EFFECT.

The act of the Twenty-second General Assembly that authorized the Board of Railroad Commissioners to make a schedule of reasonable maximum rates of charges for the transportation of freight on the railroads of the State, was approved by the Governor on April 5, 1888, and published, as required by law, on April 10, 1888. That act contains a provision as to such schedule as follows:

"When any schedule shall have been made or revised as aforesaid, it shall be the duty of said Commissioners to cause notice thereof to be published for two successive weeks in some public newspaper published in the city of Des Moines in this State, which notice shall state the date of the taking effect of said schedule, and said schedule shall take effect at the time so stated in such notice and a printed copy of said revised schedule shall be conspicuously posted by such common carrier in each freight office and passenger depot upon its line or lines. All such schedules so made shall be received and held in all such suits as *prima facie* the schedule of said Commissioners without further proof than the production of the schedule desired to be used as evidence, with a certificate of said Railroad Commissioners, that the same is a true copy of the schedule prepared by them for the railroad company or corporation therein named, and that notice of making the same has been published as required by law, provided that before finally fixing and deciding what the original maximum rates and classifications shall be, it shall be the duty of the Railroad Commissioners to publish ten days' notice in two daily papers published in Des Moines, setting forth in such notice that at a certain time and place they will proceed to fix and determine such maximum rates and classification; and they shall at such time and place and as soon as practicable afford to any person, firm, corporation or common carrier who may desire it, an opportunity to make an explanation or showing or to furnish information to said Commissioners on the subject of determining and fixing such maximum rates and classification; and in any event the original schedule of rates and classification of freights on all lines of railroads in Iowa shall be fixed and shall go into effect within sixty days from the taking effect of this act."

The Commissioners proceeded under this law to make a schedule and to give the required notice thereof. A history or statement of their proceedings was given in a former report made about the time of these proceedings, from which we quote the following, as showing the material facts:

"Notice of the taking effect of the Commissioners' schedule was ordered published, and the first publication was made June 14, in which it was set out that the rates would be effective on June 28, 1888. On June 22, the notice was changed by order of the chairman, making the rates effective July 5. On June 28, a restraining order from Judge Brewer was served on the Commissioners on complaint of the Chicago & Northwestern, Chicago, Burlington & Quincy, and Chicago, Milwaukee & St. Paul roads, ordering the discontinuance of the publication of the notice, and the enforcement of the rates pending the hearing for an injunction. On the 29th of June a temporary injunction was issued by Judge Fairall, of Iowa City, upon application of the Chicago, Rock Island & Pacific Railway Company, and the Burlington, Cedar Rapids & Northern Railway Company. An appeal was taken from the order of Judge Fairall to the Iowa Supreme Court and argued at the October term. Before a decision was reached in that tribunal, the original proceedings before Judge Fairall were dismissed by request of the companies last named. * * * * * *

"On the 3d of November, 1888, the Commissioners, under section 18 of the law, rendered decisions in three cases brought by the shippers of Davenport, Burlington and Dubuque, respectively, in which the original schedule of rates was again declared to be the maximum charges to be thereafter made by the roads complained of, viz: Chicago, Rock Island & Pacific, Chicago, Milwaukee & St. Paul, Burlington, Cedar Rapids & Northern, Minneapolis & St. Louis, Chicago, Burlington & Quincy, Illinois Central, and the Chicago, St. Paul & Kansas City. In these decisions, however, the Western Classification was substituted for the Illinois Classification formerly adopted. * * *

"On November 27, 1888, Judge Brewer, on an application on the part of the Chicago, Milwaukee & St. Paul Railway Company and the Chicago, Burlington & Quincy Railroad, issued an order restraining the Commissioners from acting under the November 3d decisions, pending a hearing at St. Paul on December 11. Following this hearing on the 2d of February, 1889, Judge Brewer rendered his decision declining to grant the injunction."

It has heretofore been a question as to whether the said original schedule was in force at the expiration of sixty days after said act took effect, or whether its operation was suspended during the time said injunction was in force by reason thereof, and of the failure of publication of notice as contemplated by said statute, caused by said injunction.

Some years ago a suit was commenced by Hopper & McNeill against the Chicago, Milwaukee & St. Paul Railway Company in the District Court of Woodbury County, to recover the sum of about eight hundred and thirty dollars collected by said company in excess of the legal rate as fixed by the Commissioners, on about fifty-seven carloads of lime shipped over said defendant's road from Maquoketa, Iowa, to Sioux City, Iowa, between July 10, 1888, and January 29, 1889. The question under consideration was, therefore, involved in said action, and it became necessary for the court to pass upon the same. Plaintiff recovered in the lower court and appeal was taken to the Supreme Court of the State by defendant. That court on October 6, 1894, affirmed the judgment of the district court, and we quote the following from the opinion of the Supreme Court in that case, which would seem to settle the question so far as that court is concerned:

"It is contended that the classification and schedule adopted by the Commissioners in 1888 was not in force during the time plaintiff's shipments were being made; that the Federal Court has enjoined the Board of Railway Commissioners from publishing notice and putting the rates into effect.

"If the classification and schedule did not become operative and effective until publication was made by the Commissioners, it is clear that they were not in force until after the dissolution of the injunction in February, 1889, as until that time the Board was enjoined from publishing the notice. But section 17 of chapter 28, acts of the Twenty-second General Assembly, expressly provided: 'And in any event the original schedule of rates and classification of freights on all lines of railroads in Iowa shall be fixed and shall go into effect within sixty days from the taking effect of this act.' The schedule and classification was made within the sixty days after the act took effect and this provision of the law qualifies and controls the earlier provisions regarding the publication of notice. This was an original schedule and as to it the law was explicit that it should go into effect within the sixty days whether notice was given or no. By virtue then of the provisions of the law itself the schedule and classification, being the original one, went into effect without any further action on the part of the Commissioners. The legislature has so declared, and its right so to do cannot be doubted. The fact that the Commissioners were enjoined from publishing the notice, which was intended for the benefit of defendant and other companies to be affected by the classification and schedule; and the fact that the railroad companies did not regard the schedule and classification as being in force, if such was the fact, cannot have the effect of repealing or nullifying an express provision of the law fixing a time at which, in any event, said classification and schedule should go into effect. As the classification and schedule went into effect without further action on the part of the Commissioners, and as the injunction was directed to them, it was without force to defeat the operation of the schedule and classification."

JOINT RATES.

In their last report, the Commissioners set forth quite fully the status at that time of what is known as the Joint Rate matter and gave in full the latest decision of the Supreme Court of the State bearing upon the question. Since that was made another decision has been rendered by the same court bearing upon some of the questions involved, but the main and most important one, namely, the validity of the statute authorizing the Commissioners to fix joint rates, is still considered by many as a debatable legal question.

It is and long has been practically a settled principle in rate making, that a joint rate for a shipment over two or more lines of railway should be less in the aggregate than the sum of the local rates over each line.

Some of the provisions of chapter 28 of the acts of the Twenty-second General Assembly, particularly the one making it unlawful for any common

carrier subject to that act to charge, or receive, any greater compensation in the aggregate for the transportation of property for a shorter than a longer distance over its railroad, all or any portion of the short haul being included in the longer, were construed to in effect prohibit, or make it unlawful for the roads to continue the practice of making joint rates in accordance with the above mentioned principle of such rate-making.

To remedy this, the Twenty-third General Assembly passed what has become known as the Joint Rate Act, and which was slightly amended by the Twenty-fourth General Assembly, by adding a few words that had apparently been left out of the prior act by some mistake or oversight.

Said act as so amended is as follows:

An Act to amend Chapter 28 of the acts of the Twenty-second General Assembly, giving authority for the making of rates for the transportation of freight and cars over two or more lines of railroad within this State, and enlarging the powers and further defining the duties of the Board of Railroad Commissioners.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That chapter 28 of the acts of the Twenty-second General Assembly be and the same hereby is amended as follows: That said chapter 28 of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this State, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the State, shall not be considered a violation of said chapter 28 of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of this section shall not be construed to permit railway companies, establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter 28 of the acts of the Twenty-second General Assembly.

SEC. 2. All railway companies doing business in this State shall, upon the demand of any person or persons interested, establish reasonable joint through rates for the transportation of freight between points upon their respective lines within this State, and shall receive and transport freight and cars over such route or routes as the shipper shall direct.

Car-load lots shall be transferred without unloading from the cars in which such shipments were first made, unless such unloading in other cars shall be done without charge therefor to the shipper or receiver of such car-load lots, and such transfer be made without unreasonable delay, and less than car-load lots shall be transferred into the connecting railway cars at cost, which shall be included in and made a part of the joint rate adopted by such railway companies or established as provided by this act. When shipments of freight to be transported between different points within this State are required to be carried by two or more railway companies operating connecting lines, such railway companies shall transport the same at reasonable through rates, and shall at all times give the same facilities and accommodations to local or State traffic as they give to inter-state traffic over their lines of road.

SEC. 3. In the event that said railway companies fail to establish through joint rates or fail to establish and charge reasonable rates for such through shipments, it shall

be the duty of the Board of Railroad Commissioners, and they are hereby directed, upon the application of any person or persons interested, to establish joint rates for the shipment of freight and cars over two or more connecting lines of railroad in this State and in the making of such rates or changing or revising the same, they shall be governed as nearly as may be, by all the provisions of chapter 28 of the acts of the Twenty-second General Assembly, and shall take into consideration the average of rates charged by said railway companies for shipments within this State for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines for joint inter-state shipments for like distances.

The rates established by the Board of Railroad Commissioners shall go into effect within ten days after the same are promulgated by said Board, and from and after that time the schedule of such rates shall be *prima facie* evidence in all of the courts of this State that the *rates therein fixed are reasonable and just maximum rates for the* joint transportation of freight and cars upon the railroads for which such schedules have been fixed.

SEC. 4. Before the promulgation of such rates as provided in section 3 of this act, the Board of Railroad Commissioners shall notify the railroad companies interested in the schedule of joint rates fixed by them; and they shall give said railroad companies a reasonable time thereafter to agree upon a division and to notify the board of such agreement. The Board of Railroad Commissioners shall, after a hearing of the companies interested, decide the same, taking into consideration the value of terminal facilities and all the circumstances of the haul, and the division so determined by the board shall in all controversies or suits between the railroad companies interestsd, be *prima facie* evidence of a just and reasonable division of such charges.

SEC. 5. Every unjust and unreasonable charge for the transportation of freight and cars over two or more railroads in this state is hereby prohibited and declared to be unlawful, and each and every one of the companies making such unreasonable and unlawful charges, or otherwise violating the provisions of this act, shall be punished as provided in chapter 28 of the acts of the Twenty-second General Assembly for the making of unreasonable charges for the transportation of freight and cars over a single line of railroad by a single railroad company.

SEC. 6. 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 *Des Moines Leader*, newspapers published in the city of Des Moines, Iowa.

The following words in the latter part of Section 3 "rates therein fixed are reasonable and just maximum rates for the," printed in italics, are the ones incorporated by the amendment passed by the Twenty-fourth General Assembly above mentioned.

Soon after the passage of said act by the Twenty-third General Assembly, the Burlington, Cedar Rapids & Northern Railway Company commenced an action in chancery, in the Johnson County District Court, to restrain and enjoin the board of railroad commissioners of the state from establishing and promulgating joint rates of charges for the transportation of freight and cars over the plaintiff's railroad and other connecting lines under the provisions of said act.

The petition sets forth the grounds upon which the attack was thus made directly upon the law, and is as follows:

"Petition in Equity. Your petitioner, the Burlington, Cedar Rapids & Northern Railway Company of Iowa, a corporation duly organized and existing under and by virtue of the laws of Iowa, complains and says: That defendants, Peter A. Dey, Spencer Smith and F. T. Campbell, compose the board of railroad commissioners of the state of Iowa. That under and by virtue of Chapter 28 of the Acts of the Twenty-second General Assembly, authority is given to said board to fix, establish and publish reasonable maximum rates of charges, for the transportation of freight upon railroads within said state. That a schedule of rates has been adopted by said board for petitioner, which was by it duly accepted and adopted as reasonable and just.

"Your petitioner would now further show that by the act of the Twenty-third General Assembly, entitled 'An Act to Amend Chapter 28 of the Acts of the Twenty-second General Assembly, giving authority for the making of rates for transportation of freight and cars over two or more lines of railroad within this state, and enlarging the powers and further defining the duties of the board of railroad commissioners, a copy of which act is attached hereto and made a part hereof, it is provided that all railway companies doing business in this state, upon the demand of any person, shall establish joint rates for the transportation of freight between points on their respective lines, and shall receive and transport freight and cars over such routes as the shipper shall direct. It is further provided by said Chapter 28 of the Acts of the Twenty second General Assembly that, when the rates for transportation charges are fixed by the board of railroad commissioners, such rates shall, in all suits brought against any railroad company, wherein is in any way involved the charges of such railroad for the transportation of freight, be deemed and taken in all courts of this state as *prima facie* evidence that the rate thus fixed is a reasonable and just charge for the transportation of freight and cars upon such roads, and that any greater charge shall be deemed extortion. And it is further provided in said Chapter 28 of the Acts of the Twenty-second General Assembly that, for violating the charges or rates thus fixed by the board, the penalty therefor is to forfeit and pay to the state of Iowa not less than one thousand dollars ($1,000) nor more than five thousand dollars ($5,000) for the first offense, and not less than five thousand dollars ($5,000) nor more than ten thousand dollars ($10,000) for every subsequent offense, to be recovered in a civil action, by ordinary proceedings, in the name of the state of Iowa.

"Your petitioner would now further inform your honor that several demands have been sent to it under the last act, or joint-rate law, demanding that it shall make joint rates with other railroads, as is in said act contemplated. That your petitioner has refused to make such joint rates upon such requests, and still does refuse to make such joint rates with other and distinct railroads. That by said last act of the legislature (known as the 'joint rate act') it then becomes the duty of the board of railroad commissioners, upon such refusal, and upon application of any person, to establish joint rates between different and connecting roads. That said board has been so requested by interested parties to establish joint rates between petitioner and other railroads, and is about to do so and promulgate the same, and such joint rates will be established and promulgated unless restrained by order of this court; thus subjecting your petitioner to the heavy penalties referred to in the event of non-complying with the joint rates thus to be established and promulgated.

"Your petitioner now avers that the act of the legislature of Iowa known as the 'joint-rate bill,' a copy of which is attached, marked 'Exhibit A,' is unconstitutional and void, and said commissioners have no right or authority thereunder to fix a joint rate, or promulgate the same. That said act deprives your petitioner of its rights guaranteed by section 9, Article I, of the constitution of Iowa, in that it deprives your petitioner of its property, and the right to contract, and deprives it of liberty, without due process of law, and prevents its acquiring, possessing and protecting its property as guaranteed by section 1 of Article I of the constitution of Iowa, and by like powers of the constitution of the United States. That if defendants are allowed and permitted to establish and promulgate such joint rates, although the same will be void for the reasons stated, yet thereunder your petitioner will be subjected to a multiplicity of suits, by many different persons, to recover the penalties referred to, and otherwise harrassed by vexatious legislation.

"To the end, therefore, that your petitioner may obtain the relief to which it is justly entitled in the premises, and being remediless at law, it now prays the court to grant it a temporary writ of injunction, restraining defendants, and each of them, and as the board of railroad commissioners, from establishing and promulgating joint rates with it in connection with other railroads, for the shipment of freight and cars over such different railroads, and that upon a final hearing it be ordered and decreed that defendants be permanently enjoined from establishing such joint rates. And, further, your petitioner prays for such other and further relief as may be just and equitable."

Upon said petition, before it was filed, an injunction was allowed, which after the filing of the petition, the defendants, the commissioners, by the attorney-general, moved to dissolve, whereupon the plaintiff amended its said petition by making additional averments as follows:

"*First.* That said act known and referred to as the "joint-rate bill" and the act of which it is amendatory, are unconstitutional and void, in this: that under said acts your petitioner is denied the right of a jury trial, and denied due process of law, in the protection and preservation of its property, as guaranteed by the ninth section of article I of the constitution of the state of Iowa; that its property, or the use thereof, is taken without its consent and without just compensation, for private and public purposes, and that its right of appeal is so tampered with as to make that right ineffectual; that in the enforcement of any order promulgated by said railroad commissioners all distinction between law and equitable actions is abolished by said acts, all of which is in direct violation of the sixth section of article 5 of the constitution of the state of Iowa, and which deprives petitioner of that due process of law therein guaranteed.

"*Second.* That said acts are violative of section 8, article 1, of the constitution of the United States, in that it is a regulation of commerce among the several states.

"*Third.* That said acts are void and unconstitutional, because they violate section 17 of article 1 of the constitution of Iowa, by imposing excessive fines and unusual punishment.

"*Fourth.* That said acts are void and inoperative, because they fail to describe or define the offenses for which the extraordinary penalties are imposed, and impose penalties, by way of attorney's fees, upon railroad companies for making a defense to actions brought under said act.

"*Fifth.* That said joint-rate act is violative of the fourteenth amendment of the constitution of the United States, in that it abridges the privileges of immunities of your petitioner as a citizen, denies it equal protection of the laws, and deprives it of its property and the use thereof, without just compensation or due process of law; that by said acts your petitioner is denied the right and liberty of contracting with reference to its business, and thus is its property taken from it without its consent, and it is compelled to enter into involuntary, unreasonable and unprofitable contracts with other railroad

companies, at the instance of third parties, compelling the operation of its road at a loss; that, in the matter of fixing the joint rates contemplated in said statute, your petitioner is not notified of the time or place when the same are to be fixed by defendants, nor given any opportunity to object to the making of such rates, or to show the unreasonableness of the same; that, under said statute, the joint rates, as thus fixed by defendants, are final and absolute, and thus is your petitioner deprived of its property and the use thereof, without due process of law, and deprived of making reasonable and lawful contracts and profits as other citizens are permitted to do, and hence it is denied that equal protection of the law guaranteed by the constitution of the United States.

"Wherefore your petitioner prays that the temporary writ of injunction issued herein may be continued until the final hearing of this cause, and that upon such final hearing said injunction may be made perpetual; and your petitioner prays for such other and further relief as may be deemed equitable in the premises."

The motion on the part of the commissioners to dissolve said injunction was based substantially upon the ground that the statute in question and so assailed by the plaintiff, was in harmony with the constitution of the state, and a valid exercise of legislative power.

The important question of the validity of that statute was thus fairly presented, to be passed upon by the court. The said District Court refused to dissolve the injunction thus in effect, holding that the statute was not a valid one. The Commissioners appealed to the Supreme Court of the state, and that tribunal, consisting of five members, by a bare majority, reversed the judgment of the lower court, and thereby declared the act in question good and valid in law. The members of that court at that time were Beck, Chief Justice, and Judges Granger, Rothrock, Given and Robinson. Judges Granger and Given concurred with Chief Justice Beck, who wrote the opinion of the court, and Judge Rothrock wrote a dissenting opinion, in which Judge Robinson concurred.

That case, after being reversed by the supreme court, was remanded to the said district court of Johnson county for further proceedings therein, in accordance with the law as laid down by the higher court. In the lower court plaintiffs again amended their petition, but that court held that it did not materially change the status of the case and dissolved the injunction, and plaintiffs appealed to the supreme court. In the mean time Judge Beck had ceased to be a member of that court, Judge Kinne having become a member thereof, in his place. That court, on said last or second appeal, held that the case involved no legal question not passed upon on the former appeal, and that the former decision of the court precluded it on said second appeal from reviewing questions presented and passed upon on the first hearing. Judge Kinne wrote the opinion of the court in this last appeal, and in the concluding part the following language is used:

"In thus disposing of this case we are not to be understood as approving of the correctness of the former holding.

"Some of us are content with the result reached in the former opinion; others, the writer included, do not approve of some of the reasoning and conclusions found in the opinion rendered by a majority of the court as then constituted, and do not wish to be considered as bound by it in any other case."

In the meantime, the board of commissioners, as then constituted, being of the opinion that section 1 of said act of the twenty-third General Assembly heretofore quoted, providing that said chapter 28 of the twenty-second General Assembly should not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more lines and that a less charge by each for its portion of such joint shipments than for the same distance wholly over its own lines hould not be considered a violation of said chapter 28, removed the difficulty, or legal impediment to the establishing of reasonable maximum rates for a haul over two or more lines of railway. Under the provisions of said chapter 28, as amended by said section 1, and without reference to the other and remaining sections of said act of the twenty-third General Assembly, on July 31, 1890, made and entered of record the following notice and order:

Revised Schedule of Reasonable Maximum Rates for the Transportation of Freight Within the State of Iowa.

Notice is hereby given that in pursuance of the acts of the twenty second General Assembly of the state of Iowa and of the acts of the twenty-third General Assembly of the state of Iowa, the schedule of reasonable maximum rates of charges for the transportation of freight within the state of Iowa now in effect on the respective lines of railway of said state has been revised and amended by the adoption of the following:

From and after the 15th day of August, 1890, the following railroad companies engaged in the business of common carriers and doing business within the State of Iowa, viz: Chicago & Northwestern; Chicago, Burlington & Quincy; Chicago, Rock Island & Pacific; Chicago, St. Paul, Minneapolis & Omaha; Chicago, Santa Fe & California; Kansas City, St. Joseph & Council Bluffs; Sioux City & Pacific; Toledo, Peoria & Western; Union Pacific; Chicago, Milwaukee & St. Paul; Dubuque & Sioux City; Burlington & Western; Chicago, Burlington & Kansas City; Chicago, Iowa & Dakota; Crooked Creek; Des Moines & Northwestern; Des Moines & Kansas City; Central Iowa; Fort Madison & Northwestern; Humeston & Shenandoah; Iowa Northern; Keokuk & Western; Mason City & Fort Dodge; Minneapolis & St. Louis; Chicago, St. Paul & Kansas City; Omaha & St. Louis; Ottumwa & Kirkville; St. Louis, Des Moines & Northern; St. Louis, Keokuk & Northwestern; Wabash Western; Sioux City & Northern, and Tabor & Northern shall be governed by the following rule in making rates for freight passing over two or more lines within the state:

The maximum rate of freight to be charged by any railroad company receiving business from a shipper at a station on its line within the state of Iowa destined to a point within the state of Iowa on another line of railroad, or receiving freight originating within the state of Iowa on the line of another railroad and destined to a point within the State of Iowa on its line shall be eighty per cent of the Iowa tariff rate which became effective August 1, 1890.

This rule will not apply to business received from or delivered to the Burlington,

Cedar Rapids & Northern Railway Company, pending the hearing of the injunction proceedings instituted by said company before Judge Fairall, restraining the Commissioners from putting in joint rates. The rates fixed by the commissioners June 18, 1890, are hereby revoked.

SPENCER SMITH,
PETER A. DEY,
FRANK T. CAMPBELL,
Railroad Commissioners.

W. W. AINSWORTH,
Secretary.

[SEAL.]

On October 8, 1890, the injunction issued against the commissioners in the suit commenced by said Burlington, Cedar Rapids & Northern Railway Company having in the meantime been dissolved, they issued another notice or order similar to the above, including the said Burlington, Cedar Rapids & Northern Railway Company in the same, with all the other roads mentioned in said former order, and which last mentioned order concluded as follows:

"The maximum rate of freight to be charged by any railroad company receiving business from a shipper at a station on its line within the state of Iowa destined to a point within the state of Iowa on another line of railroad, or receiving freight originating within the state of Iowa on the line of another railroad, and destined to a point within the state of Iowa on its line, shall be eighty per cent of the schedule of reasonable maximum rates of charges for the transportation of freight and cars in Iowa, as fixed by the board of railroad commissioners of Iowa, and now in effect.

October 8, 1890.

SPENCER SMITH,
PETER A. DEY,
FRANK T. CAMPBELL,
Railroad Commissioners.

W. W. AINSWORTH,
Secretary.

Des Moines, Iowa, October 9, 1890."

In February, 1891, actions in equity were commenced in the Pottawattamie district court by the attorney-general at the instance of the board of railroad commissioners against the Chicago & Northwestern and several other railway companies, to enforce the said orders as to the so-called joint rates. The petition in those cases alleged in one count in substance as summarized by the judge before whom said case was tried, that the board of railroad commissioners fixed these so-called joint rates by virtue of the power vested in them by the acts of the two general assemblies heretofore quoted. That is to say, pursuant to those acts, said commissioners altered, changed and revised the original maximum rates which they theretofore established and made them apply to shipments over two different lines of road, and altered the amount which the two separate roads might charge where the shipment was from a point on the line to a point on another; and in another count the proceedings of the commissioners and manner pursued in making said orders were set out and the claim made that the same were in substantial compliance with all the provisions of said joint rate act of the twenty-third General Assembly, and the prayer of the petition was as follows:

"That a decree be entered declaring said order, the rates established thereby, and the schedule of maximum rates as modified thereby, to be just and reasonable; that the court decree a mandatory and perpetual injunction compelling obedience to and compliance with said order by said defendants, its officers, agents, servants and employes, and for such other and further relief as may be deemed just and proper."

To those petitions the defendants filed demurrers, raising many objections, but the main questions involved were the constitutionality of those acts of the legislature, and the power of the court to put in force those orders. That is to say, as stated by said judge, "To grant the relief prayed for in the petitions; to determine in advance that these rates are reasonable and just; and to compel the railroad companies to put them in force."

Those cases were tried before Judge Deemer, of said Pottawattamie district court, and on the 15th of April, 1893, he delivered an opinion in which all the railway legislation of the state bearing on the questions involved, was reviewed, and we quote from that opinion the following, as showing what that court or judge considered the material question to be decided:

"It seems to me that the first question that the court is to determine here is whether or not it has the power to do what is asked of it.

"It is claimed by the attorney-general, and conceded on all sides, that if the court grants this order the effect of it will be to make these rates fixed by the commissioners absolute and conclusive evidence as to what are just and reasonable rates for shipments over connecting lines in this state.

"At the outset of this inquiry the question arises whether this court is vested with the power to determine in advance of any actual litigation as between persons directly interested what shall be conclusive evidence as to reasonable and just rates for the shipment of freight within this state.

"Has a court of chancery the inherent power to fix rates? It occurs to me that this question of fixing rates is a legislative function, in the first instance. The legislature has the power by virtue of a long line of decisions, commencing with 94 U. S., to establish rates of freight. They may also appoint a commission for the purpose either of making evidence as to what shall be just and reasonable rates, or they may appoint this commission and delegate to it the power of fixing the rates absolutely. This last proposition is of a good deal more doubt than the other. But there are authorities holding that the legislature may delegate this power to a commission.

Where the power is delegated to a commission to fix the rates absolutely, that commission then acts in a sort of judicial sense, and it must act according to the established rules of law. That is to say, it can not deprive a person or corporation of its property without due process of law. It can not undertake to fix rates which in effect do deprive persons or corporations of the use of their property, or say what they shall have for its use, without giving notice to these persons or corporations affected in order that they may appear at the time the hearing is fixed and show why the rates shall not be established at what they propose to fix them.

Now, then, what order is it that the commissioners make when they establish rates under these laws I have quoted? These statutes, and all of them, say that these rates

when so established shall be regarded as *prima facie* evidence that the rates so fixed are just and reasonable. The commissioners, in my judgment, did not make any order at that time as the word "order" or "rule" or "regulation" is ordinarily used, and as used in these statutes. They simply fix a rule of evidence. They say in fixing these rates, "Now we will furnish to the world, and to all persons who may have litigation with these companies, the evidence, the *prima facie* evidence, upon which they may bring their suits." I take it that this fixing of the maximum rates is not an order to these companies. They are not directed to do anything by the Commissioners. They are simply notified by the commissioners that they have fixed a rate of freight, and the law says that that rate so fixed in all suits shall be regarded as *prima facie* evidence that that rate is reasonable. In other words, the companies are not bound to charge that rate. They certainly may charge a less rate than that. They are not prohibited from so doing. They may charge a higher rate, but if they charge this higher rate, then the burden is upon them in any litigation which may arise to show that that higher rate is just and reasonable. When the suit comes on for trial, all that the complainant need do is to furnish this certified schedule of rates fixed by the railroad commissioners, and (show that) more has been charged, and that makes out his case. But the railroad companies may show that the schedule in question is unreasonable, and they may make their contest in any actual litigation.

I take it, it is quite clear that the court has no power, in the first instance, to determine in advance what rates should be charged for shipments to be made tomorrow, next week or next year. That is a legislative function. Courts can only determine in actual controversies what shall be a reasonable rate. For instance a man brings a suit against a railroad company for extortion, or for unjustly discriminating against him and taking more than ought by him to be paid. There is an actual controversy, and the court may in that case determine for that particular case what a reasonable rate should be. But for the court to go ahead in advance of an actual controversy and say that in all cases a certain charge shall be reasonable for shipments which may be made in the future, is, it seems to me, making law, and not expounding the law already made.

It is true that the commissioners have power to make certain orders, but those orders relate to the management of the roads, to their equipment, station facilities, switches, and the like. Here they have a right to make an order. That order directs the company to do a certain thing with reference to a particular station, or with reference to the bridges, or to the equipment of the road, and if it fails to comply, it is then the duty of the commissioners to bring suit in the name of the state to compel the company to obey the order, and then all the court is to determine is whether that order is a reasonable and just one or not. If the court determines it is reasonable, then it orders the company to immediately comply with the order made by the commissioners. But this, it seems to me, is an entirely different matter.

Here the commissioners do not issue an order to the company to adopt these rates, because it is not in the nature of an order. This is simply fixing evidence.

The court certainly cannot do any more in making this order than the railroad commissioners did; this ought to be conceded. If the court simply has the power which is vested in it by the statute that it, if it has no common law power as a court of chancery to fix rates in advance, then it only has the powers granted to it by the statute. Is powers are simply those. The railroad commissioners fix a schedule of rates which are *prima facie* evidence of what are just and reasonable rates. Now can a court do any more than that? I take it no. Suppose the court should enter a decree that these rates are just and reasonable? What advantage would it be to the commissioners, or to anybody else in this State? The schedules fixed are simply *prima facie* evidence,

which are just as valid now, being fixed by the commissioners, as if this court should say that it is good *prima facie* evidence. In other words, I do not believe that any court of equity has the power to determine whether a rule of evidence is a good rule of evidence or not. The state in any event is bound by the schedules. Courts of equity, in my judgment, are not instituted for the purpose of determining in a suit instituted by the state whether a rule of evidence fixed by the legislature, or fixed by somebody commissioned by it, is a good rule of evidence or not. This is not the object of courts.

So it seems to me the only way in which this can be brought before the court is for some person to make a complaint to the railroad commissioners, some one who claims that he has been wronged by these companies in the shipment of freight. He can make complaint to the railroad commissioners with reference to that, and they determine this question and order these companies to do certain things with reference to these rates. Upon such order being made, the court might enforce it, because it then amounts to the dignity of an order. But until some complaint is made to the railroad commissioners under the provisions of these different acts, and they make an order with reference thereto, it seems to me that this court has nothing to do with the case."

And then further along in said opinion he says:

"It is claimed also that this statute is unconstitutional because no notice is required, and no notice was in fact given by the commissioners before they fixed these so-called joint rates.

"As I have already said, if this is simply making a rule of evidence, then I think the statute is constitutional.

"Again, administrative boards may be created by the legislature, or boards of inquiry may be created, invested with powers to determine what shall be considered *prima facie* evidence of certain things, and, as long as their powers are not absolute, but are merely advisory to the legislature, or to the people of the state, or simply furnish *prima facie* rules of evidence, they may act without giving notice to anybody. And so long as the matter remains open to the persons affected at some time to present the question of the administration of their property, or the question of the reasonableness of the rates, the statute is not vulnerable to the objection made. That is to say, if this board simply fixes a rule of evidence, and in a particular case which may be brought hereafter, the companies have the right to contest that rule of evidence at the time of the trial, they are not then deprived of their property without due process of law, because before the right becomes absolute in the particular case they have the opportunity to contest it.

"This is a familiar rule of constitutional law, I believe, and it seems to me it is applicable to this case.

And he gives his conclusions as follows:

"My conclusion then is: that the joint rates fixed by the board of railroad commissioners are in effect today just as they were at the time they were promulgated by the board. That is to say, they are now *prima facie* evidence as to what are just and reasonable charges over connecting lines of road. And that in any controversy, in any suit which may lawfully be brought by any person who is authorized to bring such suit, this evidence may be introduced now the same as it could have been when the rates were promulgated.

"That this court has no power to determine the justness or unreasonableness of a rule of evidence.

"That this court has no power, at the instance of the State, either under the statute

or by virtue of its being a court of chancery, to determine in advance what shall be just and reasonable rates for the transportation of freight.

"That that is a legislative derivative function or power, and this court never has been invested with power to determine the question.

"That this court has no power to say that a rule of evidence which is declared by the statute to be *prima facie* evidence shall hereafter be absolute and conclusive evidence.

"And this is what is sought to be done by the State in this case. The court has no jurisdiction to entertain the suits, and the demurrers to all these petitions will have to be sustained."

Although the commissioners might personally concur with many of the views of the law expressed by said court or judge in that opinion, and might believe that the law as thus construed would accomplish all that was ever intended by its enactment, yet they deemed it to be their duty to have the questions involved in these cases passed upon by the highest tribunal in the state. They, therefore, requested the attorney-general to take an appeal to the supreme court, which was done, and largely with the view of obtaining, if practicable and proper, the judgment of that court, as then constituted, upon the validity of said joint rate statute.

The case was decided in the supreme court, and the opinion of the court by Kinne, J., was filed on May 14, 1894. That court does not discuss or pass upon the question that the lower court seemed to think decisive of the case, but in the higher court it is made to turn upon the question of the commissioners failing to give the proper notice required by said joint rate act before making said orders, and they are therefore held to be of no force or effect regardless of the question as to whether any such orders could lawfully be made if the proper notices were given, and that court in effect decline to pass in that case upon the validity or constitutionality of said joint rate act, as appears by the following quotation from said opinion:

"Some preliminary questions, which do not involve the validity of the law, are raised, which must be determined at the outset, and which, to our minds, are decisive of these cases:

"*First.* It is conceded that no notice of an intention to fix these rates was ever given by the railway commissioners to defendants. On the part of the State, it is contended that the schedule of rates in controversy is but a revision of the schedule of reasonable maximum rates fixed and promulgated in 1888, so that no such notice was necessary. The defendants contend that the schedule of 1890 is in no sense a revision of the schedule of 1888, but an independent and original schedule. If the latter claim is correct, it seems to be conceded, and is undoubtedly true, that the giving of notice of an intention to fix such rates, in advance of making them, was a requirement of the law absolutely necessary to be complied with in order to confer jurisdiction on the board to fix the rates in controversy. It will be observed that the one count of the petition is based on the thought that under the act of 1888, and the first section of the act of 1890, the commissioners had power to establish joint rates, and that the schedule in controversy was made without regard to, and not by virtue of, the subsequent provisions of the act of 1890. If a joint rate could be established under the act of 1888, as seems to have been attempted, then the failure to give notice is justified by the fact that that act only required such notice when the original schedule was made, not of a revision thereof; and if the schedule in controversy is merely a revision of that of 1888, made by virtue of the power given in said act, the objection that no notice of an intention to make it was given would not be well taken. The determination of the question, then, as to whether notice of an intention to fix the rates and make the schedule in question was not an act essential to confer jurisdiction on the Board to make it, involves a finding as to the power of the Board to make a joint rate under the act of 1888. The act of 1888 provides only for the fixing of single rates for each road, while the act of 1890 makes provision for the establishment of joint rates applicable to two or more lines of road. There is nothing in the act of 1888, c. 28, touching joint rates, except the following provision in section 7 of that act: 'And in cases where passengers and freight pass over continuous lines or routes in this state operated by more than one common carrier and the several common carriers operating such lines or routes, have established joint tariffs of rates or fares or charges for such continuous lines or routes, copies of such joint tariffs shall also in like manner be filed with said commissioners,' etc. This section contemplates that such joint rates may be agreed upon by the railway companies, and in such case provision is made for the commissioners to make publication thereof. Nowhere in that act is any power conferred to make joint rates. But it is claimed that such power is conferred by the first section of the act of 1890, in connection with the act of 1888. We are unable to see that the first section of the act of 1890 confers any new or additional powers upon the board of railway commissioners. That section reads: 'That chapter 28 of the acts of the twenty-second General Assembly be and the same hereby is amended as follows: That said chapter 28 of the acts of the twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this state, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the state, shall not be considered a violation of said chapter 28, of the acts of the twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of the section shall not be construed to permit railway companies establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter 28 of the acts of the twenty-second General Assembly.' Now, it will be seen that this section in no way relates or confers to the railway commissioners, nor does it increase or diminish their powers. It simply provides that the companies may, by agreement, make a joint through rate over two or more lines, and each charge therefor a less sum than is charged for a like shipment for the same distance wholly over its own line within the state. It follows, then, if the power to establish a joint rate exists at all outside of the provisions of the subsequent section of the act of 1890, it must be by virtue of the act of 1888 alone. It is said by the attorney-general, in his argument: 'The latter sections of the act of 1890 give to the commissioners the power, perhaps, to make such a through, continuous rate. This power, if it exists, has, however, not been attempted to be exercised. * * * The first section only amends the law of 1888 in respect of discrimination. The latter sections confer the power to adopt a new

method of procedure to obtain an object which can also be attained under the powers previously existing.' The argument, then, is that the order is so made as that it does not prescribe a joint rate, but an independent rate for each road; hence, it was properly made under the acts of 1888, without notice, being a mere revision of the schedule made in 1888. We do not think this claim is well founded. A rate fixed to govern two or more roads, as to a shipment which passes over all of them, while in one sense a separate rate as to each, in that it fixes the rate at a certain per cent of what each might charge for a like shipment for the same distance wholly over its own line, is nevertheless, in legal effect, a joint rate, and must be treated as such. It is said in *Railway Co. v. Dey*, 82 Iowa, 312, 48 N. W. 98: 'And it is equally plain that the joint rates of charges cover all the charges for the transportation over two or more roads, as though they constituted one road, the rates fixed determining the whole charges. It is also plain that these joint rates consist of the separate rates of each separate road."

Now, the rate fixed by the schedule in question was for a through shipment over two lines of road. That the form of the order provided that each road constituting or more the one line should only charge 80 per cent of a certain other rate for the same kind of traffic did not make the rate any the less a joint rate, because the rate and schedule in question applied only to through joint shipments; and a rate applicable only to a continuous shipment over two or more lines of road must, of necessity, be a joint rate, no matter what the form or phraseology of the order fixing it may be. Any other holding would result in authorizing the railroad commissioners to establish, promulgate, and have in effect, at the same time, and applicable to the same road, two different schedules of rates for the same identical service. Suppose two or more railroad companies mutually agreed that, for all through shipments over their respective lines, each company should have, as its proportion of the entire charge, 80 per cent of what it might lawfully charge for a like shipment for the same distance wholly over its own line. Could there be any question that a shipment made over such lines, and under such circumstances, would be a joint through shipment, and the rate a joint through rate, regardless of the plan by which division between the several roads of the entire sum to be charged should be made? The law expressly provides for just such agreements. Then why is such a rate, if made by the commissioners, any the less a joint rate than it would have been if entered into voluntarily by the interested companies? The character of the rate in controversy, as to being a joint rate or a local rate, must be determined from the shipment it is applicable to, and, if to a shipment which is to be continuous over two or more lines of road—that is, a through shipment—that fact fixes its character as a joint rate. The law did not intend that the commissioners might fix in the first instance a rate for each road which should be *prima facie* evidence of a reasonable maximum rate, and thereafter, without setting aside such rate, fix another less rate for the same service, and over the same road, which should also be *prima facie* evidence of a reasonable maximum rate therefor. The statute, as we have seen, authorizes the several companies to agree upon joint rates. The authority thus granted them is not to make rates independent of each other, and having no relation to another line of railway, and at a less rate than is charged over its own line of railway for the same service, but the rates are to be joint rates over two or more lines of road. Now, the 80 per cent which the Commissioners' order authorizes each road to charge simply determines its proportion of a joint rate, not a local rate; and the order itself is a joint-rate order, applicable, as we have seen, to continuous, through shipments over two or more lines of road.

By the act of 1880 (section 3, c. 17) it is provided that the board, in making joint rates, "shall be governed, as near as may be, by all the provisions of chapter 28, acts of the twenty-second General Assembly.' In section 17 of said chapter, it is provided

'that before finally fixing and deciding what the original maximum rates and classifications shall be it shall be the duty of the railroad commissioners to publish ten days notice in two daily papers published in Des Moines setting forth in such notice that at a certain time and place they will proceed to fix and determine such maximum rates and classification; and they shall at such time and place as soon as possible afford to any person, firm, corporation or common carrier who may desire it an opportunity to make an explanation or showing or to furnish information to said commissioners on the subject of determining and fixing such maximum rates and classification.' Now, clearly, the rate in controversy, being, as we hold, a joint rate, and not a revision of the schedule of 1888, is an original rate, independent of the rate fixed in 1888; and the Board have no power to fix and adopt the same without giving the notice provided by law, applicable to an original rate. No such notice was given. The giving of the notice is jurisdictional, and hence the rate fixed without it is not binding—is, in fact, of no validity whatever."

When that opinion was filed Judge Deemer, who tried the case in the lower court, was a member of the supreme court, but, of course, took no part in the decision.

In the meantime, and before said decision was rendered by said supreme court, the commissioners, when addressed by parties interested in such joint rates and inquiring as to the status of the litigation involving the question of legality of the same, were advised as to the claimed defect in said orders by reason of all the provisions of said joint rate statute as to notice, etc., not having been complied with, and the attention of several of such parties was called particularly to the statute and what it required of persons desiring a joint rate for any shipment, and they were informed that the commissioners were ready at any time to take up any case that should be presented and pass upon the same in accordance with all of the requirements of said act, so far as the same was possible, but no case, until very recently, has been presented to the board for their official action.

In the dissenting opinion in the first case, involving the validity of said joint rate act and hereinbefore referred to, the two judges filing the same, do not hold that it is not within the power of the legislature to provide for the fixing and enforcement of joint rates, but they seem to base their objections to that particular act in question, upon the provisions of section 2, requiring car load lots to be transferred without charge and other service at cost, and to the incongruities in the latter part of section 3, and the failure of the said act to make proper provisions to protect the rights of the carriers. They use the following language in their said opinion:

"These questions involve the validity of certain provisions found in chapter 17, laws Twenty-third General Assembly. I believe that parts of that act are plainly invalid, and ought not to be upheld by this court; and it is proper to say here that the question as to the power of the legislature to authorize the railroad commissioners to

establish and promulgate joint rates for the transportation of freight over connecting lines of railroads is not necessary to be determined in this case. The question is, does the said act, by reason of its plain language, violate the constitution of the United States and of this state in so far as it compels a common carrier to perform service without compensation or to surrender its property to another carrier, and thus deprive it of its property without due process of law?"

Under the provisions of an act passed by the last general assembly the supreme court of the state has now six members, four of whom must concur in any opinion filed in any case that may now be brought before it for consideration and decision. The present members of that court are Judges Granger, Given, Rothrock, Kinne, Robinson and Deemer.

APPLICATION FOR ADVANCE IN FREIGHT RATES.

August 2, 1894, the following petition was filed in the office of the commissioners:

To the Honorable the Board of Railroad Commissioners of the State of Iowa:

Your petitioners, the Illinois Central Railroad Company, the Chicago, Milwaukee & St. Paul Railway Company, the Chicago & Northwestern Railway Company, the Chicago, Rock Island & Pacific Railway Company, the Chicago, Burlington & Quincy Railroad Company, and the Burlington, Cedar Rapids & Northern Railway Company respectfully represent that they are corporations now owning and operating railroads in and through the state of Iowa, and that they have so owned and operated their respective railroads for many years last past, and are common carriers in said state under authority of the laws thereof.

Your petitioners respectfully represent that the rates they charge and receive upon shipments between Iowa points have been and are so charged and received pursuant to the classification and schedule of the rates promulgated by the order of your honorable board under date of May 10, 1888, together with the several amendments thereto and revisions thereof from time to time made, and that these rates have been so charged and received as the maximum rates for the service rendered.

And your petitioners complain and say that the rates have proven, by long experience, to be inadequate and unremunerative, and to yield to your petitioners an inadequate compensation for the service rendered. And they respectfully petition your honorable board to revise the schedules and classifications now in force, and to increase the maximum rates which may be charged in Iowa by your petitioners, so that your petitioners may receive a reasonable, fair and just compensation for the service to be rendered in each particular case; and your petitioners will ever pray.

The Illinois Central Railroad Company, by Stuyvesant Fish, President.
The Chicago, Milwaukee & St. Paul Railway Company, by Roswell Miller, President.
The Chicago & Northwestern Railway Company, by Marvin Hughitt.
The Chicago, Rock Island & Pacific Railway Company, by R. R. Cable, President.
The Chicago, Burlington & Quincy Railroad Company, by Geo. B. Harris, Vice-President.
The Burlington, Cedar Rapids & Northern Railway Company, by C. J. Ives, President.

The board fixed the 21st day of August, 1894, at their office in Des Moines, as the time and place for all interested parties to appear

and be heard upon the matter, and gave public notice of such contemplated hearing.

At the time and place so fixed the petitioners were represented by the following officials:

Chicago, Milwaukee & St. Paul Railway Co. by E. P. Ripley, vice-president; Chicago & Northwestern Railway Co. by W. H. Newman, vice-president; Chicago, Burlington & Quincy Railroad Co. by Geo. B. Harris, vice-president; Chicago, Rock Island & Pacific Railway Co. by W. H. Truesdale, vice-president; Illinois Central Railroad Co. by M. C. Markham, traffic manager, and the Burlington, Cedar Rapids & Northern Railway Co. by C. J. Ives, president.

J. W. Blythe, general solicitor of the C., B. & Q. Rd. Co., also appeared for the petitioners, and several other railway officials were present.

Hon. F. T. Campbell was present and stated that he represented the State Farmers' Alliance, Jobbers' Association of the state, and various coal and manufacturing interests throughout the state. Hon. Spencer Smith of Council Bluffs, appeared for the shippers of that city. A committee of which S. F. Prouty was chairman appeared on behalf of the shippers or Commercial Club of Des Moines. The shippers of Burlington, Dubuque, Ottumwa, Marshalltown, Cedar Falls, Centerville and other cities and towns of the state were also represented by quite a large number of their business men.

The shippers filed a motion for a more specific statement by the petitioners as to what the railroad companies desired, or expected the board to grant, in order that those who appeared as remonstrating against an increase of rates might be informed as to what increase in the rates the carriers were asking for, and the class or classes of freight on which such increase should apply. The board considered such request reasonable, and ruled that such statement should be filed by the petitioners. In the afternoon of the same day an amendment was filed as follows.

"Before the Board of Railroad Commissioners of the State of Iowa.

In the matter of the applicaiion of the Illinois Central Railroad Company, et al., for an advance of rates.

Amendment to the application, by order of the board.

Petitioners attach hereto a table marked "Exhibit A," showing the rates prevailing in the [states of] Michigan, Wisconsin, Illinois, Minnesota and Dakota, as compared with the rates now in force in Iowa, all in printed figures, also in script figures in ink, the rates now asked for by petitioners. And petitioners say that they do not regard the proposed rates as reasonable or just, but on the contrary assert that they are unreasonably low, but in complying with the order of board in a more specific statement, ask for these rates, in the belief that they will, to some extent, relieve the petitioners

and at the same time correct in some measure the inequality now existing between local rates in Iowa and those in other states similarly situated, without injury to Iowa interests.

The Ill. C. R. R. Co., C., M. & St. P. Ry. Co., C. & N. W. R. R. Co., C., B. &. Q. R. R. Co., B., C. R & N. Ry. Co."

Said exhibit "A" is a printed document of about 33 pages, mostly figures, and purports to give the rates, or tariffs, in force in the states of Iowa, Michigan, Wisconsin, Illinois, Minnesota and Dakota, in parallel lines or columns so that a comparison can be quite readily made between them, but the said exhibit is too voluminous to be given here. Upon the filing of that paper, or amendment, the respondents asked for further time to prepare their side of the case, which was granted, and the further hearing of the matter was postponed to the 18th day of September, 1894. At that time the parties appeared substantially as before, with the exception that the Hon. Spencer Smith withdrew his appearance for the shippers of Council Bluffs and entered it for the Western Wholesale Grocers' Association. Some evidence was offered on the part of the petitioning railway companies, tending to show that the table of rates as compiled and presented as exhibit "A" to their amendment before referred to were the rates in force in the states therein named, and some was offered on the part of the shippers, or respondents that tended, in some instances at least, to the contrary. In fact the hearing at that time became somewhat desultory and consisted largely in statements and arguments on both sides of the controversy that could hardly form any proper basis for action by the commissioners. The commissioners thought best for all concerned to let the matter take that course at that time, and they were pleased to note in all that was said on both sides of the controversy, although at times the discussion became very earnest and animated, that there was an almost entire absence of bitterness of feeling, or manifestation of any spirit to demand anything that would work an injustice to any important interests involved.

At the close of that hearing, or whatever it might be called, the commissioners did not consider that they had before them sufficient information or evidence on which they could base any action, and they therefore, through their chairman, made an oral statement or request as to what they desired, which was subsequently reduced to writing, and appears of record in said case, as follows:

"At the conclusion of said hearing, the board, through its chairman, stated that the case on the part of the petitioners seemed to be based very largely upon a comparison made about one year ago by certain officials of the railway companies of tariffs or schedules of rates claimed to be in force in the states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, but no such original tariffs or schedules of rates were produced or submitted in evidence. That the board desired the evidence on which they should base any action or conclusion should be on file in their office and requested the petitioners to furnish the board duly authenticiated tariffs and schedules of rates, including the classifications in force in said states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, and under which the railroads of said states have done their business for the year last past in those states. Also all the interstate tariffs under which the interstate business of the petitioning roads in this case has been done in those states for about the same period of time; this to include all special, general and commodity tariffs, state or interstate. If any business was done except as provided in such tariffs or schedules, the extent and nature of the same and reasons therefor to be stated. That if such evidence was furnished by the petitioners, the board would proceed with the investigation of the matters involved in the present application."

Afterwards on Sept. 21, 1894, Mr. Prouty, as chairman of committee before referred to, filed with the board a request that the various tariffs to be furnished by the petitioners as requested by the commissioners be verified in a certain specified manner, which paper was duly forwarded to petitioners in accordance with the custom of the office, and the same appears at length in a further paper filed by the same parties that is hereafter given in full. Between that time and about October 25, 1894, various packages of tariffs were filed with the board by the petitioners, but the same were not deemed to be, or the same at least were not made to appear to be such, or in such form, as had been requested, and about said last mentioned date, a communication was addressed to several of the petitioning roads, stating that the same were not satisfactory to the board.

November 13, 1894, a large number of gentlemen representing various business interests in the state, had an interview with the commissioners at their office in Des Moines, and filed a paper with the board as follows:

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We, the undersigned, represent the shipping interests of this state, would respectfully petition your honorable body to grant a continuance of the matter now in hearing before you relative to the raising of freight rates in this state, and for reasons for said application, would state:

That the matter is of unprecedented importance to the commercial, farming and manufacturing interests of this state, and should only be determined after the most extended investigation that could be had by your honorable body, and after all the facts and information available had been furnished to you for your consideration, which we are constrained to believe is not the fact at the present time; and we believe that a determination of the question now involved, would be unfair to the shipping interests of this state.

A brief history of the situation, we believe, will make this apparent.

The railway companies interested filed this application, and at the time of the first hearing filed a schedule of comparative rates in other states as had been compiled by them, without producing any evidence that they were the rates actually in force in adjoining states. The source of the information compiled into these tabulated state-

ments was not produced, or in any manner shown. The railway companies relied upon the justness of their claim for advance in rates upon the fact that the rates were higher in other states than this.

The shipping interests challenged the correctness of this statement, and introduced much evidence at the former trial showing that the business in adjoining states was, in fact, transacted on a basis much lower than that shown in the tabulated statements prepared by the railway officials. At this time the railway companies produced no evidence showing the correctness of these tabulated statements, and introduced none of their tariffs to corroborate the same.

After the close of the hearing the railroad commissioners made the following request:

"That the board desired the evidence on which they should base any action or conclusion should be filed in this office, and requested petitioners to furnish duly authenticated tariffs of schedules and rates, including the classifications in force in said states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, and under which the railroads of said states had done their business, for the year last past, in those states. Also all the interstate tariffs—this to include all special, general and commodity tariffs, state or interstate. If any business was done, except as provided in said tariffs or schedules, the extent and nature of the same, and reasons therefor to be stated. That if such evidence was furnished, the board would proceed with investigation."

The railroad commissioners at the time made no order as to the manner and form in which these tariffs should be certified.

Knowing the dexterity with which railway officials manipulate the information that they desire for the public, we felt that they would take advantage of this order to furnish such information, and only such information as might suit their theory of the case. We therefore requested the railway commissioners to require the railway companies to attach to the tariffs thus furnished by them an affidavit in substantially the following terms:

State of ..... } ss.
County of ..... }

I, ..., being first duly sworn, do on my oath say that I am..... of the..... Railway Company. That the tariffs hereto attached and marked respectively A, B, C, etc., constitute a complete list of all the tariffs now in force upon the above railroad, or of all the tariffs, general, special and commodity, and that the freight over our various lines in the various states has been handled at the price set out in said tariff sheets, and at no lower rate during the time covered by said tariffs, and that we have not made concessions from said rates to any one by rebate or otherwise."

We are informed that your honorable body forwarded a copy of this affidavit to each of the petitioners, and that in disregard of it and the request of your honorable body, they filed certain schedules and tariffs, but in no manner certified the same; and that they failed to so certify the same in any manner until October 25th, at which time the records of your office show that you addressed to them the following letter:

"OCTOBER 25, 1894.

"*E. P. Ripley, Third Vice-Pres't, Chicago, Milwaukee & St. Paul Ry. Co., Chicago, Ill.:*

"DEAR SIR.—Tariffs filed on the part of your company in this office October 17th, 1894, in response to request made at close of hearing on the 19th ult. do not, in the judgment of the commissioners, comply with such request or suggestions made at that time, or in the communication from this office to your company under date of October 10th, 1894. No attempt appears to have been made to authenticate or verify such

tariffs as suggested. If there is anything in said request or communication difficult to understand, and you think a conference of representatives of the companies interested with the commissioners would be more satisfactory than further attempts to reach an understanding by correspondence, such a conference could be had, if desired, on Wednesday, the 31st inst., when the board will be in session at its office here, or if that date is not convenient, another day may be suggested.

By order of the Board.

Very respectfully yours,

W. W. AINSWORTH,
Secretary."

That the railway companies taking advantage of one suggestion contained in your letter, appeared before your honorable body on the 31st day of October, and made certain qualified affidavits; of which meeting the shippers had no notice, and none were present.

An examination of the affidavits filed by the railway companies clearly shows that they have withheld much of the information that is necessary for the proper determination of this question.

The real showing that the railway companies are attempting to make by the introduction of these tariffs, is that the freight is actually being hauled under the orders of the commissioners of the state, at a less price than it is being hauled in adjoining states. In conceding that this is the material question in this case, it is perfectly apparent that it can not form a guide in this case unless all the evidence is introduced. The railway companies have withheld a great bulk of their special and commodity tariffs. The affidavits did not state whether rebates or concessions are made from the published tariffs, and they have failed to furnish the classifications as requested by your honorable body.

The order of the railroad commissioners was to "include all special, general and commodity tariffs on state or interstate business," and "that if said evidence is furnished the board will proceed with the investigation." Now we insist that this order has not been complied with by the railway companies, and that your honorable body can not proceed with the investigation until it is complied with.

It must be apparent to your honorable body that the commodity and special tariffs are as important in the solution of this question as any other tariffs. It is doubtless the object and purpose of the laws of this state not only to prevent discrimination between citizens of this state, but so far as practicable to place them on an equality with the shipping interests of other states in the question of transportation. It would be manifestly unjust to allow the railway companies to charge a higher rate in this state on manufactured products than they voluntarily charge in other states, as this would eventually have a tendency to build up manufacturing interests in those states to the detriment of like interests in this state. The affidavits of the railway companies' officials show that they give these special or commodity rates for the purpose of building up interests in Illinois, Michigan and Wisconsin. If the railway companies can afford to put in those rates in those states to build up those industries, they ought not to complain if the commissioners of this state compel them to put in corresponding rates here for the benefit of our industries.

It is evident, therefore, that these special or commodity tariffs constitute essential evidence in the determination of this cause. We therefore think that your honorable body ought to continue the hearing of this matter to some future date, and in the mean time require the railway companies to furnish these tariffs called for in the original order, and that a public meeting ought to be held, at which not only the roads but the

people should be present, for the purpose of examining and cross-examining the railway companies in regard to this matter now in controversy.

That in case the railway companies refuse or neglect to furnish this information upon further request from you, that we are informed and believe that we can furnish a large portion of the information desired if we are granted further opportunity of doing so, and for this we will ever pray.

(Signed) S. F. PROUTY.
Chairman of Committee of Shippers.

Copies of that paper having been forwarded to the petitioners, on November 20, 1894, J. W. Blythe, general solicitor of the Chicago, Burlington & Quincy Railroad Company, called at the office of the commissioners and obtained leave to withdraw the tariffs theretofore filed by that company with the board, for the purpose of having the same made to conform to the requirements of the board as before stated. Some of the other petitioning companies have done the same, and such tariffs have not as yet been re-filed with the commissioners. They expect to allow both sides of this controversy a full and fair opportunity to be heard, and to submit all proper evidence bearing upon the merits of the case without allowing unnecessary delay. No permanent business prosperity in Iowa can be founded upon any essential injustice to the railway interests of the state, and at the same time railway rates, while being compensatory, should be so adjusted as not to work an injustice to any other business interests of the state, and in such a manner as to allow the legitimate and proper business of the state to be done therein.*

A statement as to the present status of the cases yet pending in the courts which have been instituted at the suggestion of the commissioners is shown by the report of the attorney general to the board, and which will accompany this report.

All of which is respectfully submitted.

JOHN W. LUKE,
PETER A. DEY,
GEO. W. PERKINS,
Commissioners.

December 3, 1894.

ATTEST: W. W. AINSWORTH,
Secretary.

* NOTE.—For decision in this case see Adjustment of Complaints.

STATE OF IOWA,
OFFICE OF ATTORNEY-GENERAL,
DES MOINES,

DECEMBER 17, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR:—I have the honor to present herewith a report upon the cases in which suit has been begun to enforce the orders of the commission under instruction from the board to do so, and which are still pending. My last report on this subject was made on December 5, 1893. Two new cases have been brought since that report which are the first two cases in the following list:

1. *State vs. B., C. R. & N. Ry Co.* Warnock crossing case. This is a suit brought at the recent term of the Poweshiek district court to enforce an order of the commission requiring the defendant to put in an under-grade crossing on the farm of Alexander Warnock. Mr. C. C. Johnson, and Judge Blanchard of Oskaloosa have local charge of the case.
2. *United States Trust Company of New York vs. Omaha & St. Louis Railway Company.* State of Iowa Intervenor. Summit Elevator case. This is a petition of intervention brought by the State of Iowa against the receiver appointed by the United States circuit court in the above entitled action, asking that court to require Mr. J. F. Barnard, the receiver, to comply with an order of the commissioners to cease discriminating against the complainants before the board, the Pickering-Johnson Grain Company, in the matter of granting grain elevator privileges at the station of Summit. The petition of intervention was filed in November at Des Moines and the case is now pending awaiting the answer of the defendant.
3. *F. T. Campbell et al, vs. C., B. & Q. R. R. Co.* The Mt. Ayr case. Having heard nothing further from the board this matter stands, so far as I am related to it, in the situation it was in at my last report.
4. *State vs. C., M. & St. P. Ry Co.*
5. *State vs. C., B. & Q. R. R. Co.*
6. *State vs. C., R. I. & P. Ry. Co.*
7. *State vs. C. & N. W. Ry. Co.*
8. *State vs. S. C. & P. Ry. Co.*
9. *State vs. B., C. R. & N. Ry. Co.*
10. *State vs. C., St. P., M. & O. Ry. Co.*
11. *State vs. W. H. Truesdale, Receiver of the M. & St. L. Ry. Co.* The Joint Rate Cases.

These cases were submitted to the supreme court at the January term 1894 and at the May term the supreme court handed down a decision adverse to the commission.

Respectfully submitted,

JOHN Y. STONE,
Attorney General.

COMPILATION

—OF—

RAILROAD RETURNS.

TABLE No. 1.—CAPITAL STOCK.

RAILROADS.	Authorized by articles of incorporation.	Authorized by vote of company.	Number of shares issued.	Paid in.	Common stock issued.	Preferred stock issued.	Common stock outstanding.	Preferred stock outstanding.	Total.
Ames & College	$ 20,000 00	$ 20,000 00	800	$ 20,000 00	$ 20,000 00	$	$ 20,000 00	$	$ 20,000 00
Albia & Centerville	400,000 00	400,000 00	4,000	400,000 00	400,000 00	.....	400,000 00	.....	400,000 00
Boone Valley	*35,000 00	35,000 00	350	35,000 00	17,500 00	17,500 00	17,500 00	17,500 00	35,000 00
Burl., Cedar Rapids & Northern	10,000,000 00	30,000,000 00	55,000	5,500,000 00	5,500,000 00	.....	5,500,000 00	41,735,000 00	7,235,000 00
Chicago, Burlington & Quincy	82,004,200 00	82,004,200 00	820,042	82,004,200 00	82,004,200 00	.....	82,004,200 00	.....	82,004,200 00
Chicago, Burl. & Kansas City	8,000,000 00	8,000,000 00	80,000	8,000,000 00	8,000,000 00	.....	8,000,000 00	.....	8,000,000 00
Kansas City, St. Jo. & C. Bluffs	6,227,135 00	5,967,573 67	59,675	5,967,573 67	5,967,573 67	.....	5,967,573 67	.....	5,967,573 67
St. L., Keokuk & Northwestern	8,000,000 00	8,000,000 00	54,428	5,443,800 00	5,443,800 00	.....	5,443,800 00	.....	5,443,800 00
Chicago, Ft. Madison & Des Moines	5,000,000 00	1,970,200 00	19,702	1,970,200 00	1,970,200 00	.....	1,970,200 00	.....	21,970,200 00
Chicago, Iowa & Dakota	1,200,000 00	267,000 00	2,455	245,500 00	167,500 00	78,000 00	167,500 00	78,000 00	245,500 00
Chicago Great Western	70,000,000 00	36,404,620 00	306,441	30,644,148 99	20,808,345 00	.....	20,808,345 00	29,835,803 99	99,644,148 99
Chicago, Milwaukee & St. Paul	72,001,161 00	72,001,161 00	720,011	72,001,161 00	46,027,261 00	25,973,900 00	46,027,261 00	25,973,900 00	72,001,161 00
Chicago, Rock Island & Pacific	50,000,000 00	46,156,100 00	461,560	46,156,000 00	46,156,000 00	.....	46,156,000 00	.....	46,156,000 00
Chicago & Northwestern	66,528,820 53	66,528,820 53	665,288	66,528,820 53	44,190,365 97	22,338,454 56	44,190,365 97	22,338,454 56	66,528,820 53
Chicago, St. P., Minneapolis & O.	50,000,000 00	34,050,126 66	340,501	34,050,126 66	21,403,293 35	12,646,833 31	18,559,360 02	11,259,915 32	29,819,273 34
Sioux City & Pacific	6,000,000 0	2,068,400 00	20,684	2,068,400 00	1,899,400 00	169,000 00	1,899,400 00	169,000 00	2,068,400 00
Chicago, Santa Fe & California	20,000,000 00	15,000,000 00	150,000	15,000,000 00	15,000,000 00	.....	15,000,000 00	.....	15,000,000 00
Crooked Creek	225,000 00	225,000 00	2,250	225,000 00	225,000 00	.....	225,000 00	.....	225,00 .00
Des Moines Northern & Western	4,200,000 00	4,200,000 00	42,000	4,200,000 00	4,200,000 00	.....	4,200,000 00	.....	4,2 0,000 00
Dubuque & Sioux City	8,000,000 00	7,999,600 00	79,996	7,999,600 00	7,999,600 00	.....	7,999,600 00	.....	7,999,600 00
Des Moines Union	2,000,000 00	400,000 00	4,000	400,000 00	400,000 00	.....	400,000 00	.....	400,000 00
Hunneston & Shenandoah	4,026,000 00	4,026,000 00	40,260	4,026,000 00	4,026,000 00	.....	4,026,000 00	.....	4,026,000 00
Iowa Central	18,400,000 00	13,740,322 73	137,403	13,740,322 74	8,215,156 30	5,525,166 43	8,215,156 30	5,545,166 43	13,760,322 73
Iowa Northern	2,000,000 00	90,000 00	900	90,000 00	90,000 00	.....	90,000 00	.....	90,000 00
Keokuk & Western	4,000,000 00	4,000,000 00	40,000	4,000,000 00	4,000,000 00	.....	4,000,000 00	.....	4,000,000 00
Mason City & Ft. Dodge	5,000,000 00	920,000 00	9,200	920,000 00	920,000 00	.....	920,000 00	.....	920,000 00
Minneapolis & St. Louis	10,000,000 00	9,769,700 00	97,769	9,769,700 00	5,769,700 00	4,000,000 00	5,769,700 00	4,000,000 00	9,769,700 00
Miss. River R. R. & T. Bridge Co.	1,000,000 00	1,000,000 00	1,000	1,000,000 00	1,000,000 00	.....	1,000,000 00	.....	1,000,000 00
Omaha & St. Louis	4,583,700 00	4,583,500 00	45,835	4,583,800 00	2,313,000 00	2,220,500 00	2,313,000 00	2,220,500 00	4,533,500 00
Prairie Du Chien & McGregor	100,000 00	100,000 00	1,000	100,000 00	1 0,000 00	.....	100,000 00	.....	100,000 00
Sioux City & Northern	1,440,000 00	1,440,000 00	14,400	1,440,000 00	1,440,000 00	.....	1,440,000 00	.....	1,440,0 0 00
Tabor & Northern	120,000 00	120,000 00	522	26,100 00	26,100 00	.....	23,650 00	.....	23,650 00
Union Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	52,000,000 00	52,000,000 00	520,000	52,000,000 00	28,0 0,000 00	24,000,000 00	28,0 0,000 00	24,000,000 00	52,000,000 00
Winona & Southwestern	20,000,000 00	10,00 ,000 00	22,900	2,290,000 00	2,290,0 0 00	.....	2,290,000 00	.....	2,290,000 00
NARROW GAUGE ROADS.									
Burlington & Northwestern	200,000 00	156,900 00	1,569	156,900 00	156,900 00	.....	156,900 00	.....	156,900 00
Burlington & Western	3,000,000 00	856,801 82	8,568	856,801 82	856,801 82	.....	856,801 82	.....	856,801 82
Des Moines & Kansas City	800,000 00	800,000 00	8,000	800,000 00	800,000 00	.....	800,000 00	.....	800,000 00
Total	$606,620,816 53	$545,400,225 41	5,038,219	$504,893,855 40	$377,808,697 11	$ 96,989,254 30	$374,957,314 78	$127,173,288 80	$502,130,602 08

* Includes coal lands and other property. † Common stock of leased lines. ‡ Issued for construction. § Outstanding.

TABLE No. II.—CAPITAL STOCK—CONTINUED.

RAILROADS.	Total mileage entire line.	Stock per mile of road.	Stock representing road in Iowa.	Stock held in Iowa.	Total number of stockholders.	Number of stockholders in Iowa.	Manner of payment of capital stock: Issued for cash.	Issued for construct'n.	Issued for reorganizat'n.	Issued for other purposes.	Total cash realized.
Ames & College	2.06	$ 9,694.65	$ 20,000.00	$ 20,000.00	43	43	$ 20,000.00	$	$	$	$ 20,000.00
Albia & Centerville	21.10	16,597.51	400,000.00	127,100.00	7	2	....	....	4,000.00	....	....
Boone Valley	3.00	11,666.66	35,000.00	35,000.00	4	2	350.00	....	....	....	35,000.00
Burl., Cedar Rapids & Northern	1,064.96	6,795.40	6,340,312.06	34,400.00	288	10	....	17,350.00	55,000.00	....	....
Chicago, Burlington & Quincy	5,446.70	15,[illegible]55.76	d 10,601,403.83	367,100.00	13,006	60	55,953.00	....	....	....	5,506,300.00
Chicago, Burl., & Kansas City	180.99	44,201.33	3,431,69[illegible].25	400.00	6	4	....	....	80,000.00	....	....
Kansas City, St. Jo. & C. Bluffs	312.44	19,099.90	1,098,334.26	100.00	18	1	5,770.00	....	....	53,905.73	577,000.00
St. L., Keokuk & Northwestern	225.42	24,149.54	1,245,635.85	200.00	6	2	....	....	40,000.00	14,438.00	....
Chicago, Ft. Madison & Des Moines	71.00	27,749.30	1,970,200.00	39,000.00	56	2	....	19,702.00	....	....	....
Chicago, Iowa & Dakota	26.50	9,443.07	245,500.00	128,000.00	18	11	....	....	....	....	....
Chicago Great Western	808.67	60,386.00	28,105,456.00	553,770.00	1,276	57	19,298.00	....	....	6,703.00	2,853,012.58
Chicago, Milwaukee & St. Paul	6,147.77	11,711.75	18,0[illegible]0,290.00	246,000.00	4,098	10	222,829.00	....	....	497,182.00	21,604,317.85
Chicago, Rock Island & Pacific	2,880.70	16,022.49	c 17,178,509.30	292,000.00	4,276	38	41,360.00	....	419,600.00	....	46,156,000.00
Chicago & Northwestern	4,970.76	13,384.03	15,567,347.56	94,400.00	5,016	22	36,401.00	b 534,200.00	....	94,724.00	2,911,466.14
Chicago, St. P., Minneapolis & O.	1,411.76	24,118.92	1,727,846.69	10,000.00	1,183	2	72,929.00	....	98,664.00	167,908.00	4,314,717.73
Sioux City & Pacific	107.42	19,255.26	1,549,470.75	100.00	57	1	....	17,914.00	....	2,770.00	....
Chicago, Santa Fe & California	409.97	30,551.76	606,750.00	100.00	15	1	....	....	....	150,000.00	150,000.00
Crooked Creek	23.27	9,669.06	225,000.00	66,400.00	11	3	117.00	598.00	....	1,595.00	....
Des Moines Northern & Western	150.00	28,000.00	4,200,000.00	4,206,900.00	7	7	....	....	....	42,000.00	....
Dubuque & Sioux City	524.01	15,266.12	7,827,396.71	13,300.00	38	11	....	....	79,996.00	....	7,999,600.00
Des Moines Union	2.70	148,148.15	400,000.00	250,000.00	11	7	4,000.00	....	....	....	400,000.00
Humeston & Shenandoah	95.45	42,179.15	4,026,000.00	100.00	8	3	....	40,200.00	....	....	....
Iowa Central	502.91	27,361.35	11,334,377.83	4,900.00	954	6	....	....	74.00	....	....
Iowa Northern	6.93	12,897.01	90,000.00	90,000.00	6	6	....	....	....	....	....
Keokuk & Western	142.80	28,011.20	2,040,000.00	200.00	104	5	....	....	....	....	....
Mason City & Ft. Dodge	92.00	10,000.00	920,000.00	100.00	8	1	....	9,200.00	....	....	....
Minneapolis & St. Louis	368.10	26,540.88	3,652,025.08	....	446	....	....	....	....	....	....
Miss. River R. R. & T. Bridge Co.	.61	....	....	200.00	6	2	....	....	....	....	....
Omaha & St. Louis	145.31	26,552.00	2,085,410.00	....	233	....	....	....	....	....	....
Prairie Du Chien & McGregor	2.00	50,000.00	12,500.00	....	5	....	....	....	....	....	....
Sioux City & Northern	96.00	15,000.00	1,158,000.00	1,080,000.00	14	11	....	14,400.00	....	....	....
Tabor & Northern	8.79	2,969.28	23,600.00	21,800.00	64	60	233.00	119.00	....	150.00	20,150.00
Union Pacific	....	....	....	....	....	....	....	....	....	....	....
Wabash	1,594.00	32,62[illegible].00	1,412,53[illegible].00	....	....	....	....	....	520,000.00	....	52,000,000.00
Winona & Southwestern	114.50	20,000.00	468,100.00	....	13	.	....	22,900.00	....	....	2,250,000.00
NARROW GAUGE ROADS.											
Burlington & Northwestern	52.50	4,051.12	156,000.00	60,000.00	219	218	....	1,569.00	....	....	156,000.00
Burlington & Western	38.72	12,118.84	856,801.82	500.00	8	5	7,500.00	1,068.00	....	....	756,801.82
Des Moines & Kansas City	112.00	7,142.85	714,285.00	....	....	....	....	....	....	....	....
Total	28,277.60	$ 17,736.98	$149,494,786.98	$7,836,273.00	31,521	613	$ 488,050.0[illegible]	$ 679,280.00	$1,297,334.00	$1,031,319.73	$147,840,766.12

a Includes coal lands and other property. b Includes properties acquired. c From report of 1893. d From report of 1895.

TABLE No. III—DEBT.

RAILROADS.	Funded debt.	Floating debt.	Total debt.	Debt per mile.	Debt representing road in Iowa.	Total stock and debt.	Stock and debt per mile.	Interest paid representing road in Iowa.
Ames & College	$	$	$	$	$	$ 20,000.00	$ 9,694.65	$ ....
Albia & Centerville	....	1,055.86	1,055.86	43.81	1,055.86	401,055.86	16,041.32	....
Boone Valley	9,000.00	....	9,000.00	....	9,000.00	44,000.00	11,666.66	....
Burl., Cedar Rapids & Northern	15,763,000.00	401,615.50	16,164,615.50	14,578.87	13,602,523.07	22,560,615.50	21,164.12	688,338.00
Chicago, Burlington & Quincy	124,744,400.00	....	124,744,400.00	22,903.75	a 17,149,278.98	206,748,600.00	37,958.51	735,629.75
Chicago, Burl., & Kansas City	....	1,031,825.74	1,031,825.74	5,701.00	442,625.64	9,031,825.74	49,902.34	21,151.47
Kansas City, St. Jo. & C. Bluffs	5,945,016.48	....	5,945,016.48	19,028.02	1,092,298.35	11,912,590.15	38,127.92	....
St. L., Keokuk & Northwestern	9,850,000.00	1,330,231.10	11,180,231.10	49,597.33	2,399,933.26	16,624,031.10	73,746.92	....
Chicago, Ft. Madison & Des Moines	1,367,387.50	21,990.02	1,389,377.52	19,850.38	1,389,377.52	3,359,377.52	47,317.99	13,475.00
Chicago, Iowa & Dakota	397,000.00	....	397,000.00	15,000.00	397,000.00	642,500.00	24,243.39	....
Chicago Great Western	4,367,235.39	....	4,367,235.39	5,207.33	2,410,277.21	55,011,384.28	65,593.00	132,585.28
Chicago, Milwaukee & St. Paul	138,801,000.00	....	138,801,000.00	22,577.45	34,700,250.00	210,802,161.00	34,289.20	1,840,256.12
Chicago, Rock Island & Pacific	62,512,000.00	....	62,512,000.00	21,700.28	a 22,440,439.30	108,668,000.00	37,722.78	a 1,130,199.43
Chicago & Northwestern	130,112,500.00	7,421,382.78	137,533,882.78	27,668.58	32,181,881.58	294,062,703.31	41,052.62	1,607,806.82
Chicago, St. P., Minneapolis & O.	24,735,800.00	....	24,735,800.00	17,521.25	1,306,056.24	64,555,073.34	41,640.07	76,558.64
Sioux City & Pacific	3,256,320.00	2,644,641.32	5,900,961.32	54,933.54	4,420,502.29	7,969,361.32	74,188.80	74,184.92
Chicago, Santa Fe & California	17,583,000.00	5,244,064.56	22,827,064.56	46,493.81	833,040.00	47,827,064.56	77,045.57	....
Crooked Creek	....	....	....	....	....	225,000.00	9,669.06	....
Des Moines Northern & Western	2,770,000.00	....	2,770,000.00	18,466.66	2,770,000.00	6,970,000.00	46,466.66	31,320.00
Dubuque & Sioux City	9,647,000.00	86,681.33	9,733,681.33	18,556.29	9,234,723.28	17,733,281.33	33,841.49	518,817.97
Des Moines Union	569,000.00	56,775.00	625,775.00	231,768.51	625,775.00	1,025,775.00	379,918.67	31,803.67
Humeston & Shenandoah	2,684,000.00	....	2,684,000.00	28,119.44	2,684,000.00	6,710,000.00	70,298.59	93,940.00
Iowa Central	6,327,370.12	174,903.05	6,502,273.17	12,929.27	5,355,922.41	20,262,585.96	40,290.62	274,002.19
Iowa Northern	50,000.00	....	50,000.00	7,215.50	50,000.00	140,000.00	20,202.02	3,000.00
Keokuk & Western	200,000.00	25,647.27	225,647.27	1,580.16	115,080.11	4,225,647.27	29,591.36	6,120.00
Mason City & Ft. Dodge	1,380,000.00	....	1,380,000.00	15,000.00	1,380,000.00	2,300,000.00	25,000.00	....
Minneapolis & St. Louis	9,215,000.00	2,066,834.65	11,281,834.65	30,648.82	4,217,277.63	21,051,534.95	58,413.00	424,047.75
Miss. River R. R. & T. Bridge Co.	650,000.00	....	650,000.00	....	....	1,650,000.00	....	....
Omaha & St. Louis	3,039,700.00	233,135.94	3,272,835.94	22,571.28	1,505,504.53	7,806,335.94	53,836.80	....
Prairie Du Chien & McGregor	....	....	....	....	....	100,000.00	50,000.00	....
Sioux City & Northern	1,920,000.00	....	1,920,000.00	20,000.00	1,540,000.00	3,360,000.00	35,000.00	....
Tabor & Northern	40,184.00	25,937.23	66,121.23	....	66,121.23	89,771.23	....	....
Union Pacific	....	....	....	....	....	....	....	767.13
Wabash	81,740,000.00	....	81,740,000.00	48,219.00	1,160,889.14	133,740,000.00	80,677.00	72,744.00
Winona & Southwestern	2,118,250.00	370,521.54	2,488,771.54	21,735.99	547,529.74	4,738,771.54	41,744.78	....
NARROW GAUGE ROADS.								
Burlington & Northwestern	220,000.00	222,260.12	442,260.12	11,419.00	442,260.12	599,160.12	15,470.18	....
Burlington & Western	671,201.21	403,868.19	1,075,069.40	15,206.07	1,075,069.40	1,931,871.22	27,324.91	....
Des Moines & Kansas City	....	703,858.95	703,858.95	6,284.45	668,666.00	1,503,858.95	13,427.31	....
Total	$662,583,364.70	$ 22,569,229.55	$685,152,594.25	$ 24,228.88	$168,124,252.89	$1,187,383,146.33	$ 41,985.85	$7,796,650.14

a From report of 1893.

TABLE No. IV—COST OF ROAD.

RAILROADS.	Grading.	Bridging and masonry.	Superstructure, including rails.	Land, land damage and fences.	Passenger and freight stations, coal sheds and water stations.	Engine houses, car sheds and turn-tables.	Machine shops, machinery and tools.	Interest paid during construction, discounts, etc.
Ames & College	*$	$	$	$	$	$	$	$
Albia & Centerville								
Boone Valley								
Burl., Cedar Rapids & Northern								
Chicago, Burlington & Quincy								
Chicago, Burl., & Kansas City	150.00	87,632.65	148,777.29	66,311.10	9,712.73			
Kansas City, St. Jo. & C. Bluffs								
St. L., Keokuk & Northwestern	2,358,391.75		898,476.92	2,498,626.88	532,092.74		44,560.07	
Chicago, Ft. Madison & Des Moines								
Chicago, Iowa & Dakota	104,321.92	25,335.16	147,382.77	20,259.44	24,322.44	12,372.00	10,685.65	2,989.48
Chicago Great Western	46,423.24	11,776.41		2,601.21	3,963.70			448,416.41
Chicago, Milwaukee & St. Paul								
Chicago, Rock Island & Pacific								
Chicago & Northwestern								
Chicago, St. P., Minneapolis & O.								
Sioux City & Pacific								
Chicago, Santa Fe & California	† 7,414,044.36		3,607,950.67	1,652,317.72	1,505,629.99		227,882.64	1,193,887.51
Crooked Creek								
Des Moines Northern & Western	40,217.23	101,750.86	9,452.03	452.50	3,524.85		3,172.38	154,500.00
Dubuque & Sioux City								
Des Moines Union								
Humeston & Shenandoah								
Iowa Central		67,281.13		45,761.02	68,873.95		14,762.91	
Iowa Northern								
Keokuk & Western								
Mason City & Ft. Dodge	9,485.97	7,637.87	19,171.03	30,510.40	7,083.48	3,619.74	4,960.33	
Minneapolis & St. Louis								
Miss. River R. R. & T. Bridge Co.	12,927.60	562,776.21		1,718.85				
Omaha & St. Louis								
Prairie Du Chien & McGregor								
Sioux City & Northern								
Tabor & Northern	6,000.00	5,399.70	29,600.09	10,500.00	600.00	800.00	400.00	3,000.00
Union Pacific								
Wabash								
Winona & Southwestern								
NARROW GAUGE ROADS.								
Burlington & Northwestern		70,026.08	206,793.67	29,820.02	15,705.97			3,080.00
Burlington & Western			1,215,742.02	80,754.56			23,580.18	
Des Moines & Kansas City	116,606.94	18,721.38	263,021.24	132,575.89	11,978.64		7,626.10	49,976.99
Total	$ 10,108,638.01	$ 958,337.46	$ 6,545,267.73	$ 3,980,837.09	$ 2,181,488.49	$ 16,791.74	$ 337,370.27	$ 1,855,850.30

*When no items except "total for construction" appear in the above and following table the roads have failed or refused to furnish the data of which such total is composed. †Includes bridges and trestles.

TABLE No. IV—COST OF ROAD—Continued.

RAILROADS.	Engineering Agencies, Salaries and Other Expenses During Construction.	Other Items.	Double Track.	Purchase of Constructed Road.	Total for Construction.	*Construction Per Mile	Proportion of Cost of Construction For Iowa.
Ames & College	$	$		$	$	$	*$
Albia & Centerville				400,000.00	400,000.00	16,597.51	400,000.00
Boone Valley					35,000.00	11,666.66	35,000.00
Burl., Cedar Rapids & Northern		2,858.38			21,461,101.68	19,577.53	18,896,422.81
Chicago, Burlington & Quincy					173,298,356.34	36,965.21	29,103,846.68
Chicago, Burl., & Kansas City	14,289.86	591,706.80		7,919,691.91	8,828,181.95	48,777.18	3,787,069.25
Kansas City, St. Jo. & C. Bluffs					11,739,709.65	37,374.28	2,156,756.67
St. L., Keokuk & Northwestern	124,156.05	181,040.15		8,468,445.70	15,106,320.55	47,014.15	3,456,589.85
Chicago, Ft. Madison & Des Moines							
Chicago, Iowa & Dakota	13,899.80	21,155.53			391,834.29	14,796.19	391,834.29
Chicago Great Western		95,182.20		49,731,951.25	50,339,314.52	60,047.83	27,948,061.52
Chicago, Milwaukee & St. Paul					c 210,440,713.45	c 54,230.41	c 52,610,178.36
Chicago, Rock Island & Pacific					88,378,215.86	30,678.75	b 32,549,868.78
Chicago & Northwestern					148,917,488.57	29,958.70	34,845,558.68
Chicago, St. P., Minneapolis & O.							
Sioux City & Pacific							
Chicago, Santa Fe & California	385,196.22	a 17,344,121.91		3,378,657.14	36,109,088.16	73,546.43	b 1,460,632.09
Crooked Creek		110,877.82		85,000.00	105,877.82	8,443.00	105,877.82
Des Moines Northern & Western		24,632.83		6,601,889.10	6,908,686.78	46,257.91	6,908,686.78
Dubuque & Sioux City					17,241,786.73	32,903.54	16,765,610.14
Des Moines Union		*			1,013,775.00		1,013,775.00
Humeston & Shenandoah							
Iowa Central		158,481.96		19,627,322.29	19,982,483.26	39,733.64	16,450,571.46
Iowa Northern					140,000.00	20,202.02	140,000.00
Keokuk & Western					a 3,856,170.35		
Mason City & Ft. Dodge	1,220.98	1,318.71		2,300,000.00	2,385,008.51	25,924.01	2,385,008.51
Minneapolis & St. Louis							
Miss. River R. R. & T. Bridge Co.	17,138.36	6,581.59		48,857.39	650,000.00		
Omaha & St. Louis				7,250,500.00	7,560,249.77		
Prairie Du Chien & McGregor					100,000.00	50,000.00	12,500.00
Sioux City & Northern					3,380,871.12	35,212.00	2,700,760.40
Tabor & Northern	7,000.00	9,664.46			72,964.25	8,304.23	72,964.25
Union Pacific							
Wabash							
Winona & Southwestern							
NARROW GAUGE ROADS.							
Burlington & Northwestern	11,284.52	2,270.01			338,980.27	8,752.59	338,980.27
Burlington & Western	23,497.43	9,306.76			1,352,880.95	19,135.51	1,352,880.95
Des Moines & Kansas City	5,898.56	38,218.18			1,378,652.02	12,309.86	1,300,720.27
Total	$ 603,621.78	$ 18,588,097.38		$ 105,831,694.88	$ 832,072,221.56	$ 69,421.36	$ 256,788,146.34

a. Purchase of constructed road. b. From report of 1893. c includes equipment. d includes $15,000 capital stock. * See note bottom of previous page.

TABLE No. V—COST OF EQUIPMENT.

RAILROADS.	Locomotives.	Passenger, mail, baggage and express cars.	Parlor, dining and sleeping cars.	Freight and other cars.	Wrecking cars, pile drivers and tools.	Total for equipment.	Equipment per mile of road.	Proportion of cost of equipment for Iowa.
Ames & College	*$	$	$	$	$	$	$	$
Albia & Centerville								
Boone Valley	3,500.00							3,500.00
Burl., Cedar Rapids & Northern						4,201,924.84	3,833.17	3,476,462.60
Chicago, Burlington & Quincy						a 28,213,524.57	a 5,217.81	a 3,913,897.74
Chicago, Burl. & Kansas City	66,494.56	14,520.20		85,762.67		166,777.43	921.47	71,542.93
Kansas City, St. Jo. & C. Bluffs						1,491,209.48	4,772.79	273,958.14
St. L., Keokuk & Northwestern	107,795.47	101,787.12	4,752.71	259,423.70	856.40	532,907.69	2,364.04	121,967.18
Chicago, Ft. Madison & Des Moines	...							
Chicago, Iowa & Dakota	17,116.76	7,118.00		5,786.00		30,720.76	1,132.85	30,020.76
Chicago Great Western	757,322.10	307,994.70	33,242.43	1,016,501.89	28,240.50	2,143,571.92	2,555.68	1,182,926.97
Chicago, Milwaukee & St. Paul								
Chicago, Rock Island & Pacific								
Chicago & Northwestern						15,667,967.19	5,428.53	a 5,715,174.75
Chicago, St. P., Minneapolis & O.						32,926,018.23	6,623.91	7,704,437.61
Sioux City & Pacific								
Chicago, Santa Fe & California	4,307.67			211,203.50		216,161.17	449.27	21,623.60
Crooked Creek	9,430.00			5,197.04		14,627.04	628.58	14,627.04
Des Moines Northern & Western	11,625.44	4,474.80		26,801.41	103,980.65	146,881.30	979.21	146,881.30
Dubuque & Sioux City						a 179,480.00		
Des Moines Union	12,000.00					12,000.00	4,444.45	12,000.00
Humeston & Shenandoah								
Iowa Central	110,360.07	24,311.68		367,211.13		501,883.78	997.96	413,401.67
Iowa Northern	b							
Keokuk & Western						343,829.65	2,407.77	175,959.84
Mason City & Ft. Dodge	7,725.02	7,131.89		12,512.96	729.45	28,098.25	305.42	28,098.25
Minneapolis & St. Louis								
Miss. River R. R. & T. Bridge Co.								
Omaha & St. Louis						a 310,315.57		
Prairie Du Chien & McGregor								
Sioux City & Northern								
Tabor & Northern	2,500.00	1,500.00				4,090.00	465.30	4,090.00
Union Pacific								
Wabash								
Winona & Southwestern								
NARROW GAUGE ROADS.								
Burlington & Northwestern	25,843.79	13,089.56		41,665.88	3,812.41	84,401.64	2,179.23	84,401.64
Burlington & Western	33,926.27	11,542.25		73,893.55	558.45	119,920.52	1,696.19	119,920.52
Des Moines & Kansas City	47,511.68	10,893.66		84,749.89		121,[illegible].23	1,099.66	117,063.17
Total	$ 1,278,089.73	$ 504,450.86	$ 37,995.14	$2,170,799.62	$ 137,310.76	$ 87,428,567.17	$ 3,091.76	$ 23,631,895.11

*When no items except "Total for equipment" appear in the above table the roads have failed or refused to furnish the information asked for. a From report of 1893. b Equipment ceased.

TABLE No. VI—COST OF ROAD AND EQUIPMENT.

RAILROADS.	Total cost of road and equipment.	Average cost of road and equipment per mile.	Proportion of cost of road and equipment for Iowa.	Average cost of road and equipment per mile in Iowa.	Actual present cash value of road and equipment.	Actual present cash value of all other property owned.
Ames & College	$	$	$	$	*$	*$
Albia & Centerville	400,000.00	16,507.51	400,000.00	16,507.51		
Boone Valley	35,000.00	11,666.66	35,000.00	11,666.66		
Burl., Cedar Rapids & Northern	25,663,028.52	23,410.89	21,813,072.02	23,410.89		
Chicago, Burlington & Quincy	201,561,880.91	36,995.22	29,194,134.68	33,951.01		
Chicago, Burl., & Kansas City	8,994,959.38	49,698.65	3,858,633.19	49,698.65		
Kansas City, St. Jo. & C. Bluffs	18,230,918.13	42,347.07	2,490,721.82	42,347.07		
St. L., Keokuk & Northwestern	15,639,232.95	69,378.19	3,578,527.94	69,378.19		
Chicago, Ft. Madison & Des Moines	3,288,700.00	46,319.71	3,288,700.00	46,319.71		
Chicago, Iowa & Dakota	421,854.96	15,909.04	421,854.96	15,909.04		
Chicago Great Western	52,501,686.44	62,693.51	29,130,988.49	62,599.41	52,501,686.44	
Chicago, Milwaukee & St. Paul	210,440,713.45	34,220.41	52,610,178.36	34,230.41		
Chicago, Rock Island & Pacific	104,014,183.15	36,107.26	a 38,293,043.53	36,107.26		
Chicago & Northwestern	181,843,506.80	36,582.64	42,549,996.29	36,582.64	181,843,506.80	
Chicago, St. P., Minneapolis & O.	54,164,390.00	38,306.57	2,809,227.79	38,306.57		
Sioux City & Pacific	5,748,895.42	50,517.92	4,506,587.17	53,517.92	5,749,895.42	
Chicago, Santa Fe & California	36,325,240.33	73,986.70	1,469,375.85	74,986.70	141,320.00	44,814.00
Crooked Creek	210,504.86	9,046.19	210,504.86	9,046.19	210,504.86	117,226.38
Des Moines Northern & Western	7,085,568.68	47,237.12	7,085,568.08	47,237.12		
Dubuque & Sioux City	17,341,786.73	32,903.54	16,765,610.74	33,888.99		523,078.93
Des Moines Union	1,025,775.00	379,916.67	1,025,775.00	379,916.67		
Humeston & Shenandoah	6,719,482.20	70,397.93	6,719,482.20	70,397.93		
Iowa Central	20,484,387.04	40,731.60	16,872,973.13	40,731.18		
Iowa Northern	140,000.00	20,302.02	140,000.00	20,202.02	35,000.00	
Keokuk & Western	4,300,000.00	29,061.62	2,123,823.18	29,061.82		
Mason City & Ft. Dodge	2,413,106.76	26,229.42	2,413,106.76	26,229.42		
Minneapolis & St. Louis						
Miss. River R. R. & T. Bridge Co.	650,000.00					
Omaha & St. Louis	7,590,249.77	52,346.55	5,491,514.89	52,112.16		
Prairie Du Chien & McGregor	100,000.00					
Sioux City & Northern	3,380,371.12	35,212.00	2,700,760.40	35,212.00	3,380,371.12	
Tabor & Northern	77,054.25	8,766.12	77,054.25	8,766.12		
Union Pacific						
Wabash	133,433,500.00	80,677.00	3,492,314.00	80,677.00		
Winona & Southwestern	4,408,250.00	38,500.00	969,815.00	38,500.00		
NARROW GAUGE ROADS.						
Burlington & Northwestern	423,381.91	10,931.62	423,381.91	10,931.62		
Burlington & Western	1,472,801.47	20,831.70	1,472,801.47	20,831.70		
Des Moines & Kansas City	1,501,814.15	13,409.02	1,426,723.44	14,267.24		
Total	†$1,126,774,210.78	$ 39,381.78	$393,635,220.50	$ 34,585.40	$242,863,284.04	$ 685,119.31

a From report of 1893. * Most of the companies have neglected or refused to give this information. † $207,763,217.62 of this amount is not reported under construction or equipment.

TABLE NO. VII—PROPERTY ACCOUNT.

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

RAILROADS.	Grading.	Bridging and masonry.	Superstructure including roads.	Land, land damages and fences.	Passenger and freight stations, coal sheds and water stations.
Ames & College	$	$	$	$	$
Albia & Centerville					
Boone Valley					
Burl., Cedar Rapids & Northern					
Chicago, Burlington & Quincy			237,061.75	35,978.58	198,878.79
Chicago, Burl. & Kansas City				155.90	3,260.43
Kansas City, St. Jo & C. Bluffs		24,096.64		21,563.10	11,540.82
St. L., Keokuk & Northwestern		828,809.94	351,732.96	152,905.46	249,431.77
Chicago, Ft. Madison & Des Moines					
Chicago, Iowa & Dakota					
Chicago Great Western	46,423.24	11,776.41		2,693.21	3,963.70
Chicago, Milwaukee & St. Paul	315,004.42		121,012.68	106,502.53	59,790.80
Chicago, Rock Island & Pacific					
Chicago & Northwestern		51,463.62	44,545.72	143,768.43	225,847.95
Chicago, St. P., Minneapolis & O.			15,892.62	4,244.86	9,059.80
Sioux City & Pacific			30.95	574.03	
Chicago, Santa Fe & California		191,448.15		8,667.53	
Crooked Creek					
Des Moines Northern & Western		13,802.86	9,452.03		225.26
Dubuque & Sioux City			2.41	6,897.03	4,987.46
Des Moines Union				11,041.45	
Humeston & Shenandoah					
Iowa Central					
Iowa Northern					
Keokuk & Western					
Mason City & Ft. Dodge		192.20	1,312.63	226.57	361.06
Minneapolis & St. Louis					
Miss. River R. R. & T. Bridge Co.					
Omaha & St. Louis		14,216.83	15,217.37		
Prairie Du Chien & McGregor					
Sioux City & Northern					
Tabor & Northern		1,019.72	1,291.29	301.00	140.00
Union Pacific					
Wabash					
Winona & Southwestern					
NARROW GAUGE ROADS.					
Burlington & Northwestern				112.79	
Burlington & Western				66.55	
Des Moines & Kansas City				5,881.33	
Total	$ 361,427.66	$1,147,677.37	$ 797,552.41	$ 503,530.06	$ 767,387.84

NOTE.—a Includes $1,045.04 for telegraph lines.

RAILROADS.	Engine houses, car sheds and turn-tables.	Machine shops, including machinery and tools.	Engineering agencies, salaries and other expenses during construction.	Interest, discounts, etc.	Purchase of other roads.	Double track extension.	Other items.	Total for construction.
Ames & College	$	$	$	$	$	$	$	$
Albia & Centerville								
Boone Valley								
Burl., Cedar Rapids & Northern							2,858.38	2,858.38
Chicago, Burlington & Quincy				a*232,945.00	1,352,095.20			1,591,068.22
Chicago, Burl. & Kansas City								3,416.33
Kansas City, St. Jo & C. Bluffs	698.45						19,929.99	77,829.00
St. L., Keokuk & Northwestern		$ 41,500.07	31,472.06				59,755.73	1,727,698.99
Chicago, Ft. Madison & Des Moines								
Chicago, Iowa & Dakota								
Chicago Great Western				448,416.41	49,251,951.26		95,182.29	49,860,316.52
Chicago, Milwaukee & St. Paul		5,578.85		1,020,000.00	13,284,710.75	183,037.19	4,669.53	15,101,206.75
Chicago, Rock Island & Pacific								407,005.25
Chicago & Northwestern				4,821.24	12,758,678.50	289,317.34	196,570.86	13,714,813.71
Chicago, St. P., Minneapolis & O.		15,307.75	1,842.52				36,888.14	83,295.69
Sioux City & Pacific								604.98
Chicago, Santa Fe & California		37,376.72				3,500.16	154,850.72	395,852.28
Crooked Creek								
Des Moines Northern & Western			16,724.86	154,500.00				194,705.01
Dubuque & Sioux City							9,444.40	21,331.30
Des Moines Union	703.63						2,429.88	17,174.96
Humeston & Shenandoah								
Iowa Central					6,001.51			6,001.51
Iowa Northern								
Keokuk & Western								
Mason City & Ft. Dodge								2,092.46
Minneapolis & St. Louis								
Miss. River R. R. & T. Bridge Co.								
Omaha & St. Louis								29,434.20
Prairie Du Chien & McGregor								
Sioux City & Northern								
Tabor & Northern	44.00	100.00						2,896.01
Union Pacific								
Wabash								
Winona & Southwestern								
NARROW GAUGE ROADS.								
Burlington & Northwestern								112.79
Burlington & Western								66.55
Des Moines & Kansas City								5,881.33
Total	$ 1,446.08	$102,923.39	$50,039.44	$1,627,737.65	$76,653,437.27	$ 476,763.69	$ 581,673.92	$83,245,746.13

* Debit.

TABLE No. VIII.

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

RAILROADS.	Locomotives.	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 equipm't during the year.	Other expenditures charged to property accounts.	Total expenditures charged to property accounts.	Credits to property accounts.	Net addition to property accounts for the year.
Ames & College	$	$	$	$	$	$	$	$	$	$	$
Albia & Centerville											
Boone Valley	3,500.00								3,500.00		3,500.00
Burl., Cedar Rapids & Northern									2,858.38		2,858.38
Chicago, Burlington & Quincy	10,078.16		45,026.80		15,618.93	76,420.50	147,144.39		1,738,212.61		1,738,212.61
Chicago, Burl., & Kansas City			1,029.20						4,436.53		4,436.53
Kansas City, St. Jo. & C. Bluffs					650.00				78,473.00		78,473.00
St. L., Keokuk & Northwestern			2,813.83						1,729,706.42		1,729,706.42
Chicago, Ft. Madison & Des Moines											
Chicago, Iowa & Dakota											
Chicago Great Western	737,302.10		307,904.70	33,242.43	1,016,501.89	28,240.80	2,143,371.92		52,003,686.44		52,003,686.44
Chicago, Milwaukee & St. Paul	27,587.14		24,585.18	19,036.71	43,064.00		116,273.03		15,217,479.78		15,217,479.78
Chicago, Rock Island & Pacific									599,334.69		599,334.69
Chicago & Northwestern			14,152.37		312,706.30		325,858.67		14,040,672.38		14,040,672.38
Chicago, St. P., Minneapolis & O.									83,295.69	6,781.00	76,514.69
Sioux City & Pacific			72.88				72.88		677.86		677.86
Chicago, Santa Fe & California									395,853.28		* 395,852.28
Crooked Creek											
Des Moines Northern & Western			5,662.00		8,409.16		12,071.16		206,776.17	452.50	206,322.67
Dubuque & Sioux City											
Des Moines Union											
Humeston & Shenandoah											
Iowa Central											
Iowa Northern					73,463.85				73,463.85		73,463.85
Keokuk & Western											
Mason City & Ft. Dodge											
Minneapolis & St. Louis		34.51				193.75	228.26		2,320.72		2,320.72
Miss. River R. R. & T. Bridge Co.											
Omaha & St. Louis											
Prairie Du Chien & McGregor									29,434.20		29,434.20
Sioux City & Northern											
Tabor & Northern											
Union Pacific								169.92	169.92		169.92
Wabash											
Winona & Southwestern											
NARROW GAUGE ROADS.											
Burlington & Northwestern			23.63						23.63		23.63
Burlington & Western			704.00						704.00		704.00
Des Moines & Kansas City											
Total	$798,467.40	$34.51	$399,055.50	$52,279.14	$1,472,504.13	$104,855.05	$2,745,020.31	$169.92	$86,211,168.55	$7,233.50	$86,203,935.50

* Assumed by Atchison, Topeka & Santa Fe.

TABLE No. IX.—EARNINGS—PASSENGER.

RAILROADS.	Local passenger.	Through passengers.	All passengers.	Express.	Extra baggage and storage.	Mails.	Other sources passenger department.	Total Earnings passenger department.	EARNINGS PER TRAIN MILE RUN.	
									Miles.	E'rnings
Ames & College	$ 3,549.45	$	$ 3,549.45		$	$	$ ‡ 2,023.50	$ 5,572.95		$
Albia & Centerville	2,463.01	445.90	2,908.94	63.40	54.90	1,049.52		4,076.76	4,507	.90.45
Boone Valley										
Burl., Cedar Rapids & Northern	504,998.40	444,925.08	949,923.48	61,000.00		105,517.40		1,116,440.88	1,231,055	.90.69
Chicago, Burlington & Quincy			* 7,417,334.88	739,800.00	95,068.24	1,247,455.57	42,021.22	9,541,579.91	7,558,601	1.26
Chicago, Burl., & Kansas City			78,949.94	11,700.00	1,839.62	20,520.64		113,010.20	162,065	.69.73
Kansas City, St. Jo. & C. Bluffs			514,773.84	26,100.00	10,238.36	79,223.05		630,335.25	586,482	1.07.48
St. L., Keokuk & Northwestern			396,385.60	22,500.00	7,472.26	38,226.67		464,684.53	574,148	80.93
Chicago, Ft. Madison & Des Moines			17,492.11	4,500.00	144.71	4,337.84	660.12	27,194.78	48,891	55.44
Chicago, Iowa & Dakota			6,024.54	436.80		1,197.36		7,658.70	8,970	85.3
Chicago Great Western	701,716.42	185,534.15	887,250.57	75,000.00	9,574.13	87,806.21	117,496.27	1,177,220.18	1,388,331	84.79
Chicago, Milwaukee & St. Paul	6,570,371.87	815,044.81	7,385,416.68	633,352.74	102,443.19	1,065,071.19	41[illegible],763.25	9,307,047.09	7,848,438	1.18.56
Chicago, Rock Island & Pacific	1,382,316.15	4,397,112.63	5,779,428.78	346,310.05	66,256.21	457,192.40	181,793.43	6,830,981.56	6,235,751	1.09.54
Chicago & Northwestern	7,087,351.71	1,919,972.14	9,007,324.85	484,273.84	102,063.99	719,092.81	26,333.29	10,339,086.77	8,717,112	1.06.47
Chicago, St. P., Minneapolis & O.			1,908,832.95	137,306.20	40,383.18	189,598.27		2,276,023.60	1,931,043	1.17.86
Sioux City & Pacific	88,044.28	116,776.41	204,820.69	9,071.07	4,486.60	28,128.96	300.00	246,757.32	198,746	1.24.16
Chicago, Santa Fe & California	428,212.38	161,244.11	589,456.49	89,440.15	6,515.74	73,259.28	11,696.81	770,362.46	1,450,745	53.10
Crooked Creek	862.96		862.96			767.64		1,630.60		
Des Moines Northern & Western	86,749.88	8,442.49	95,192.37	6,357.83	1,309.97	10,777.75	1,871.95	115,509.82	180,032	.62.84
Dubuque & Sioux City	595,919.66	72,734.97	668,654.63	96,301.47	10,916.07	89,827.25	1,531.78	867,231.20	807,461	1.07.40
Des Moines Union										
Humeston & Shenandoah			29,796.20	3,999.96		7,013.80		40,809.76	71,806	.56.83
Iowa Central	217,972.31	72,308.38	290,280.69	14,409.96	3,108.91	43,780.83	790.92	352,470.31	477,578	.73.8
Iowa Northern	2,064.41		2,064.41					2,064.41	11,261	1.83.15
Keokuk & Western	74,213.48	16,474.75	90,688.23	8,100.00	2,238.05	12,639.92		113,666.20	198,712	.57.20
Mason City & Ft. Dodge	25,775.33	5,369.44	31,144.77	1,318.77	737.66	4,059.75		37,280.95	53,893	.69.17
Minneapolis & St. Louis			356,187.53	25,741.99	5,406.15	50,505.20	1,299.49	438,229.42	459,371	.95
Miss. River R. R. & T. Bridge Co.										
Omaha & St. Louis	69,979.40	31,813.05	101,792.45	7,176.52	1,358.48	30,125.31	420.00	140,872.76	106,661	1.32
Prairie Du Chien & McGregor										
Sioux City & Northern	18,770.51	14,295.70	33,066.21	503.85	457.80	6,260.84	43.33	40,722.03	95,672	.42.56
Tabor & Northern		3,017.70	3,017.70	274.24		402.56		3,694.50	11,216	30.5
Union Pacific										
Wabash			3,946,010.70	326,374.08	65,305.15	416,290.53		4,753,980.46	5,123,272	.92.80
Winona & Southwestern			23,518.35	5,850.00		8,374.10		37,742.50	73,710	.51.2
NARROW GAUGE ROADS.										
Burlington & Northwestern			14,480.21	918.00	120.10	3,974.16	189.75	19,682.22	23,309	.84.44
Burlington & Western			14,749.78	5,248.56	145.18	1,782.00	99.60	22,025.21	67,891	.33.00
Des Moines & Kansas City			52,192.48	1,356.79		4,795.52		58,544.79	94,341	.62.05
Total	$ 17,861,332.64	$8,965,511.71	$ 40,902,444.45	$3,144,928.86	$ 537,756.60	$4,810,521.94	$ 709,330.80	$ 50,194,508.05	46,805,955	$ 1.07.24

* Undivided, $14,775,600.10. ‡ Includes freight.

TABLE NO. X—EARNINGS—CONTINUED. FREIGHT.

RAILROADS.	Local.	Through.	Other Sources. Freight Department	Total Earnings Freight Department	EARNINGS PER TRAIN MILE RUN		EARNINGS PER TRAIN MILE RUN FROM ALL TRAINS EARNING REVENUE.	
					Miles.	Earnings	Miles	Earnings
Ames & College	$	$	$	$		$		$
Albia & Centerville	461.36	32,479.94		32,941.30	13,529	2.43.505	18,030	2.05.814
Boone Valley								
Burl., Cedar Rapids & Northern	735,469.13	2,246,995.47		2,982,464.90	2,063,123	1.39.713	3,294,178	1.24.498
Chicago, Burlington & Quincy		17,199,397.74	2,995.87	17,202,393.61	12,181,191	1.41	19,742,762	1.39
Chicago, Burl. & Kansas City				235,101.51	243,000	.96.75	405,065	85.94
Kansas City, St. Jo. & C. Bluffs				1,199,502.42	472,791	2.53.70	1,039,273	1,72.75
St. L., Keokuk & Northwestern				1,141,617.97	585,769	1.94.89	1,159,917	1.38.48
Chicago, Ft. Madison & Des Moines				61,779.58	49,416	1.25	98,307	.90
Chicago, Iowa & Dakota	1,982.43	23,839.19		25,821.62	26,910	.95.9	35,880	.93.3
Chicago Great Western	2,225,537.97	537,692.40		2,763,229.37	1,775,801	1.55.605	3,164,132	1.24.535
Chicago, Milwaukee & St. Paul	17,892,097.86	3,658,588.99	120,348.01	21,671,034.80	12,869,482	1.50.226	21,705,624	1.45.196
Chicago, Rock Island & Pacific	6,177,245.77	6,365,948.92		12,543,194.69	11,226,422	1.11.729	17,462,173	1.10.949
Chicago & Northwestern	14,942,008.67	6,242,448.37	39,056.34	21,223,513.38	15,992,015	1.32.713	25,705,147	1.22.80
Chicago, St. P., Minneapolis & O.		5,725,944.57	6,940.46	5,732,885.03	3,264,075	1.75.636	5,195,118	1.54.162
Sioux City & Pacific	28,409.90	199,921.71	122.09	228,453.70	141,170	1.61.829	339,906	1.39.806
Chicago, Santa Fe & California		1,763,751.50	8,458.84	1,772,210.34	2,677,682	.66.184	4,128,427	.66.587
Crooked Creek	9,378.05			9,378.05				
Des Moines Northern & Western	59,876.23	175,382.31		235,258.54	103,340	2.27.655	284,272	1.23.392
Dubuque & Sioux City	1,522,253.13	94,926.93	348.80	1,617,528.86	1,164,074	1.39.042	1,970,535	1.26.077
Des Moines Union								
Humeston & Shenandoah				83,189.85	68,380	1.21.655	140,199	.88.861
Iowa Central	713,061.98	743,771.91	734.48	1,457,568.37	948,354	1.53.695	1,425,927	1.26.938
Iowa Northern	20,339.87			20,339.87	11,261	1.80.62	11,261	1.98.94
Keokuk & Western				229,665.93	91,942	2.49.794	290,654	1.18.123
Mason City & Ft. Dodge	41,776.15	54,734.51		96,510.66	50,017	1.92.955	103,915	1.28.75
Minneapolis & St. Louis	1,250,507.99		16,897.66	1,267,405.65	611,172	2.07	1,070,543	1.48
Miss. River R. R. & T. Bridge Co.								
Omaha & St. Louis	52,551.33	247,152.25		299,703.58	260,158	1.15.201	366,819	1.20.213
Prairie Du Chien & McGregor								
Sioux City & Northern	29,690.88	206,021.78	11.00	235,723.66	155,012	1.52.068	155,012	1.78.33
Tabor & Northern				9,004.13	12,833	.71	12,833	.71
Union Pacific								
Wabash	7,656,801.81		140,576.65	7,797,468.46	6,258,093	1.24.60	11,391,365	1.10.18
Winona & Southwestern				103,627.91	73,710	1.40.5	147,420	.98
NARROW GAUGE ROADS.								
Burlington & Northwestern				39,522.32	17,427	2.26.787	23,308	2.54.009
Burlington & Western				42,843.63	105,298	.40.6	139,244	46
Des Moines & Kansas City				42,890.36	69,656	.61.574	163,907	.62.732
Total	$56,359,540.54	$45,518,998.49	$ 336,490.11	$ 102,401,774.70	73,585,430	$ 1.39.171	121,209,273	$ *1.27.446

*Not separated $3,188,790.56.

TABLE No. XI—EARNINGS—CONTINUED.

RAILROADS.	Rents received for use of road.	Car mileage. Credit balance.	Earnings from other sources.	Telegraph.	Total earnings from all sources.	EARNINGS PER MILE OF ROAD OPERATED.		Proportion of earnings for Iowa.
						Miles.	Earnings.	
Ames & College	$	$	$	$	$ 5,572.95		$	$ 5,572.95
Albia & Centerville	45.00				37,093.06	24.10	1,540.55	37,093.06
Boone Valley								
Burl., Cedar Rapids & Northern	4,200.00		28,351.90		4,129,457.38	1,134.29	3,640.56	3,798,810.03
Chicago, Burlington & Quincy	296,997.14		496,915.14	* 65,288.75	27,477,865.80	5,595.58	4,910.64	5,896,568.39
Chicago, Burl. & Kansas City			2,093.73	1,398.80	351,582.33	221.16	1,589.72	185,436.47
Kansas City, St. Jo. & C. Bluffs	71,106.87		79,004.85	5,422.56	1,985,371.95	310.13	6,401.74	146,987.01
St. L., Keokuk & Northwestern	28,510.71		52,779.14	2,333.67	1,689,926.05	233.39	7,240.78	74,205.17
Chicago, Ft. Madison & Des Moines					88,884.31	71.00	1,251.89	88,884.31
Chicago, Iowa & Dakota		64.41			33,545.13	26.50	1,265.58	33,545.13
Chicago Great Western			20,550.16		3,981,000.71	922.45	4,294.00	1,709,956.56
Chicago, Milwaukee & St. Paul	114,078.22		94,307.87	33,747.35	31,510,304.99	6,185.98	5,094.69	7,878,905.93
Chicago, Rock Island & Pacific	154,788.26	249,479.95	432,495.01		20,210,959.47	3,570.83	5,660.01	6,353,942.91
Chicago & Northwestern	99,128.43		18,387.75		31,980,910.33	4,994.49	6,459.37	7,513,258.35
Chicago, St. P., Minneapolis & O.	65,291.50				8,075,900.13	1,492.32	5,411.97	605,781.43
Sioux City & Pacific	14,537.69		3,472.35		495,221.06	107.42	4,951.52	309,472.08
Chicago, Santa Fe & California	5,965.02	2,180.55	24,879.64	* 4,617.40	2,575,538.01	515.27	4,998.42	69,811.93
Crooked Creek					11,998.65			11,998.65
Des Moines Northern & Western			1,391.04	921.94	358,081.34	151.90	2,358.29	358,081.34
Dubuque & Sioux City	23,378.94		22,145.68	455.71	2,530,740.39	599.59	4,220.79	2,514,550.79
Des Moines Union					87,631.22			* 87,631.22
Humeston & Shenandoah			189.60	402.83	124,582.44	95.45	1,305.21	124,582.44
Iowa Central	14,425.50		1,328.68	* 1,458.68	1,825,992.86	497.6	3,669.60	1,402,550.88
Iowa Northern					22,404.28	6.93	3,447.87	22,404.28
Keokuk & Western	10,246.46	28,112.71	732.46		382,443.76	147.97	2,584.60	195,046.32
Mason City & Ft. Dodge					133,791.61	92	1,454.25	133,791.61
Minneapolis & St. Louis	106,869.53		18,910.65		1,831,346.25	367.7	4,980.54	378,197.45
Miss. River R. R. & T. Bridge Co.								
Omaha & St. Louis			388.87		440,965.71	145.00	3,041.14	202,844.00
Prairie Du Chien & McGregor					60,129.50	2.00	30,064.75	7,516.19
Sioux City & Northern		4,070.14	5,364.28		285,880.11	96.00	2,977.92	230,019.14
Tabor & Northern			36.15	71.44	12,906.22	8.79	1,425.70	12,906.22
Union Pacific								346,798.24
Wabash					12,551,448.92	1,935.4	6,485.20	150,632.84
Winona & Southwestern		2,630.67	856.94		144,858.53	117.5	1,232.83	31,868.76
NARROW GAUGE ROADS.								
Burlington & Northwestern					59,204.54	52.5	1,128.55	59,204.54
Burlington & Western					64,868.84	104.2	622.54	64,868.84
Des Moines & Kansas City	1,200.00			245.31	102,879.46	112.00	918.56	97,734.56
Total	$ 952,340.30	$ 286,538.43	$ 1,302,771.99	$ 116,359.53	$ 155,333,168.80	29,846.45	$ 5,204.41	$ 40,699,679.92

NOTE.—In the total earnings is included $60,129.50 P. du C. & McG., and $87,631. Des Moines Union not reported elsewhere.
* Included elsewhere in earnings.

TABLE No. XII—OPERATING EXPENSES.

MAINTENANCE OF WAY AND BUILDINGS.

RAILROADS.	Repairs of road bed and track.	Renewal of rails. Tons of steel.	Renewal of rails. Cost.	Renewal of ties. Number laid.	Renewal of ties. Cost.	Repairs of bridges, culverts and cattle guards.	Repairs of fences, road crossings and signs.	Repairs of buildings, stations and water tanks.	Other expenses.	Total.
Ames & College	$ 293.65		$		$	$	$	$	$	$ 293.65
Albia & Centerville	10,619.19	101.17	3,836.25	5,252	1,901.56	1,759.43	250.45	154.89	5.77	18,567.04
Boone Valley										
Burl., Cedar Rapids & Northern	445,897.99		43,678.94		170,161.28	77,801.57	17,625.64	58,100.59	13,540.70	826,736.65
Chicago, Burlington & Quincy	2,949,397.68					590,456.45	62,845.61	189,193.22	90,232.71	3,882,125.65
Chicago, Burl., & Kansas City	59,311.25					21,806.33	3,951.93	1,092.81		86,259.32
Kansas City, St. Jo. & C. Bluffs	140,437.29					40,487.56	3,464.26	14,820.78		199,209.89
St. L., Keokuk & Northwestern	108,460.56					55,247.84	4,364.02	4,805.45		172,877.87
Chicago, Ft. Madison & Des Moines	10,863.59					192.01	2,146.61	698.91		13,901.12
Chicago, Iowa & Dakota	2,749.80				2,645.14	1,283.44	634.36	637.84		7,950.58
Chicago Great Western	308,423.15		1,218.02	410,324	80,087.41	64,187.34	12,907.45	38,121.23	9,691.71	514,636.31
Chicago, Milwaukee & St. Paul	1,736,841.66	15,006	593,078.92	1,877,953	902,036.89	651,902.25	241,771.58	249,986.45	32,328.98	4,409,837.73
Chicago, Rock Island & Pacific	1,532,811.72		54,527.83		319,459.43	613,398.07	65,833.07	270,547.46		2,856,577.54
Chicago & Northwestern	2,079,947.59	18,583	367,032.56	1,828,560	707,161.48	385,792.90	176,835.62	369,020.52		4,085,750.68
Chicago, St. P., Minneapolis & O.	536,773.44		130,266.07		502,741.39	190,078.56	29,201.62	58,325.15		1,242,386.23
Sioux City & Pacific	35,427.85		255.98	14,436	8,349.52	5,782.57	1,307.86	5,620.19		56,743.97
Chicago, Santa Fe & California	209,583.72		3,436.00		72,964.71	67,241.03	5,730.57	28,523.31		387,479.34
Crooked Creek	4,686.33					500.68	158.16	17.90		5,363.07
Des Moines Northern & Western	39,873.79	119	3,582.01	10,007	5,003.50	14,121.89	659.36	3,059.94		66,302.02
Dubuque & Sioux City	179,361.94		80,781.02		48,487.18	18,154.93	11,474.44	26,842.77	5,552.36	320,656.64
Des Moines Union	7,667.14	52	1,377.08	3,488	1,797.76	236.34		1,085.65		12,173.97
Humeston & Shenandoah	25,353.69	97	1,511.87	14,310	5,049.05	13,414.04	451.02	2,044.99	9.50	47,834.15
Iowa Central	142,614.12	640	13,849.43	127,494	76,018.08	42,272.98	13,955.44	29,109.81	1,721.06	319,530.92
Iowa Northern	3,095.56		758.31		489.11	2,485.41	76.74		46.75	6,897.27
Keokuk & Western	40,379.64				13,403.29	13,108.53	3,218.45	3,225.87	2,629.91	75,865.60
Mason City & Ft. Dodge	20,852.50	129	2,744.28	44,741	16,791.17	1,855.38	820.70	1,479.73		44,543.91
Minneapolis & St. Louis	118,665.65	924.5	14,708.65	146,724	56,147.69	24,775.58	9,187.77	21,872.85		245,297.19
Miss. River R. R. & T. Bridge Co.										
Omaha & St. Louis	37,976.56					2,426.11	2,121.82	3,444.81		45,969.30
Prairie Du Chien & McGregor						2,500.00				2,500.00
Sioux City & Northern	20,021.41		66.67	9,445	6,253.59	1,407.12	317.76	1,329.73	9,842.52	39,229.80
Tabor & Northern	2,076.68	37.95	1,291.29			1,019.72	301.00	284.00		4,972.69
Union Pacific										
Wabash	835,396.96		227,873.62		370,000.50	281,766.94	58,173.17	4,459.06	122,741.28	1,897,410.83
Winona & Southwestern	15,602.93					4,284.63	119.76	579.91	1,817.79	22,405.02
NARROW GAUGE ROADS.										
Burlington & Northwestern	18,582.47					529.09	381.67	740.79	102.89	20,336.91
Burlington & Western	17,200.55					5,921.38	475.28	1,570.79	158.21	25,326.16
Des Moines & Kansas City	17,438.40		594.37		5,269.80	7,764.18	2,770.79	640.21	2,058.62	36,536.37
Total	$ 11,704,608.14	35,889.62	$1,498,394.20	4,492,734	$ 4,232,169.44	$3,209,041.85	$ 724,533.03	$1,350,417.56	$ 292,281.76	$ 22,051,446.85

TABLE No. XIII—OPERATING EXPENSES—Continued.

MAINTENANCE OF MOTIVE POWER AND CARS.

RAILROADS.	Repairs of locomotives.	Repairs of passenger cars.	Repairs of freight cars.	Repairs of tools and machinery.	Other Expenses.	Total.
Ames & College	$	$	$	$	$	$
Albia & Centerville	595.46		1,861.38			2,456.84
Boone Valley						
Burl., Cedar Rapids & Northern	145,419.96	31,861.57	211,816.65	11,628.99	17,300.48	418,218.59
Chicago, Burlington & Quincy	1,193,988.69		1,301,229.21			2,495,218.21
Chicago, Burl. & Kansas City	9,149.56	1,797.88	13,256.54			24,203.98
Kansas City, St. Jo. & C. Bluffs	49,882.27	14,531.28	29,506.08			93,919.63
St. L., Keokuk & Northwestern	16,442.48	13,657.55	41,139.54			71,239.57
Chicago, Ft. Madison & Des Moines	1,667.77	474.63	398.93	174.43		2,715.76
Chicago, Iowa & Dakota	1,304.31	392.82	435.36			2,132.49
Chicago Great Western	156,456.65	48,149.50	152,444.97	6,301.85	13,653.84	377,006.81
Chicago, Milwaukee & St. Paul	1,098,429.82	389,614.18	1,161,408.17	72,783.26		2,722,235.43
Chicago, Rock Island & Pacific	698,459.64	331,589.59	587,307.66			1,617,356.89
Chicago & Northwestern	1,126,901.22	334,894.07	1,067,022.17	87,299.67	780.57	2,616,899.50
Chicago, St. P., Minneapolis & O	234,080.58	65,532.90	373,801.45	24,806.97		698,911.90
Sioux City & Pacific	5,492.60	3,560.81	10,140.75	7,472.47		26,656.63
Chicago, Santa Fe & California	119,723.99	21,973.40	116,549.69	4,571.12		262,818.20
Crooked Creek	594.24		236.84			831.08
Des Moines Northern & Western	9,470.57	5,977.22	5,395.20	229.78		21,072.77
Dubuque & Sioux City	93,526.44	25,912.36	101,592.73	8,570.72		229,602.25
Des Moines Union	2,977.65			1,582.39	6,064.48	9,724.52
Humeston & Shenandoah	7,935.10	582.34	2,594.71			11,112.15
Iowa Central	67,004.96	14,082.25	68,989.05	4,316.73		154,392.99
Iowa Northern					a 1,166.64	1,166.64
Keokuk & Western	14,483.54	4,872.78	24,466.84		1,800.00	45,623.16
Mason City & Ft. Dodge	5,188.26	1,829.85	5,436.08	311.18		12,765.37
Minneapolis & St. Louis	51,500.64	14,507.37	88,454.73	3,368.42		157,831.16
Miss. River R. R. & T. Bridge Co						
Omaha & St. Louis	41,196.04	5,520.04	7,366.26	4,692.69		58,775.03
Prairie du Chien & McGregor						
Sioux City & Northern	6,929.80	3,013.11	9,649.16	80.54		19,672.61
Tabor & Northern				177.64		177.64
Union Pacific						
Wabash	485,779.52	206,295.28	595,778.88	75,828.52	394,445.70	1,858,127.85
Winona & Southwestern	5,482.04	1,495.21	1,896.17	411.96	138.04	9,423.42
NARROW GAUGE ROADS.						
Burlington & Northwestern	2,055.87		954.40			3,010.27
Burlington & Western	4,338.31		3,377.00			7,715.31
Des Moines & Kansas City	11,117.10	1,926.86	1,787.05	118.17		14,949.18
Total	$ 5,680,740.32	$ 1,646,075.80	$ 5,960,724.63	$ 314,817.50	$ 435,558.55	$ 14,047,916.80

a Rentals paid for use of equipment.

TABLE NO. XIV—OPERATING EXPENSES—CONTINUED.

CONDUCTING TRANSPORTATION.

RAILROADS.	Fuel for locomotives.	Water supply.	Oil and waste	Locomotive service.	Passenger train service.	Wages of switchmen, watchmen, flagmen.	Mileage of passenger cars debit balance.	Freight train service.	Train supplies.
Ames & College	$ 829.97	$	$	$	$ 2,420.11	$	$	$	$
Albia & Centerville	1,132.16	359.17	107.04	1,239.42	1,122.27				83.29
Boone Valley									
Burl., Cedar Rapids & Northern	286,371.00	18,913.26	24,022.45	300,043.40	52,499.98	55,894.85	a 20,899.98	132,366.44	24,471.80
Chicago, Burlington & Quincy	1,815,508.13	194,711.17	436,177.38	1,549,866.42		586,903.91		1,407,858.13	431,663.17
Chicago, Burl. & Kansas City		4,730.53		62,800.40	30,186.73	14,089.30			
Kansas City, St. Jo. & C. Bluffs		14,916.85		210,895.46					120,669.71
St. L., Keokuk & Northwestern		14,754.21		212,509.86				85,914.71	
Chicago, Ft. Madison & Des Moines	5,636.96	533.20	281.11	4,088.41	3,192.85	1,338.60			341.41
Chicago, Iowa & Dakota	4,166.84	381.14	455.96	2,582.80	308.60	327.00		1,105.50	124.65
Chicago Great Western	381,784.45	24,243.58	17,128.07	281,123.92	60,034.23	94,929.91	3,540.51	145,398.39	39,757.72
Chicago, Milwaukee & St. Paul	2,276,494.44	82,961.19	137,428.28	1,925,016.54	1,691,800.75	634,231.08			148,558.10
Chicago, Rock Island & Pacific	1,332,186.35	170,420.65	52,310.15	1,431,332.87	310,585.13		65,041.28	761,751.90	180,191.83
Chicago & Northwestern	2,651,855.39	152,478.07	198,862.90	2,318,350.26	600,126.04	839,478.14	99,924.36	1,290,456.91	129,084.54
Chicago, St. P., Minneapolis & O.	708,329.54	36,053.37	18,394.62	572,070.57	117,639.45	144,929.24	20,637.81	274,913.99	39,254.70
Sioux City & Pacific	44,549.25	2,560.28	3,304.19	32,692.73	11,659.37	12,029.38	6,049.85	13,440.28	1,980.11
Chicago, Santa Fe & California	290,966.68	14,194.66	10,143.28	215,998.61	42,895.29	64,880.43		116,451.94	26,660.49
Crooked Creek	1,460.35	250.07		2,781.54					
Des Moines Northern & Western	21,992.53	3,617.36	638.26	18,295.61	4,636.81			7,214.41	1,300.74
Dubuque & Sioux City	104,866.60	9,810.89		162,074.22	38,016.39	22,112.16	8,800.33	103,357.67	25,921.75
Des Moines Union	4,117.82	1,665.66	180.09	12,961.91		13,159.14			
Humeston & Shenandoah	10,659.51	894.58	473.87	10,453.03	3,908.79			5,616.50	782.14
Iowa Central	112,453.89	7,461.73	5,132.69	124,816.68	16,199.25	18,210.55	3,887.53	71,698.66	7,801.95
Iowa Northern	1,777.00		117.85	1,500.00	1,560.00				
Keokuk & Western	18,875.89	2,922.01	735.76	23,700.16	15,912.65	1,386.36	1,319.35		1,246.46
Mason City & Ft. Dodge	9,061.89	960.00	658.30	7,338.84	1,983.39		25.00	3,146.72	314.53
Minneapolis & St. Louis	114,064.53	6,624.01	5,569.21	100,470.53	19,973.84	31,366.83		52,134.04	14,179.99
Miss. River R. R. & T. Bridge Co.									
Omaha & St. Louis	50,555.73	5,293.26	1,761.86	35,836.01	3,582.13	8,685.93	5,573.18	23,338.15	9,086.41
Prairie Du Chien & McGregor									
Sioux City & Northern	34,135.70	370.16		1,439.56	10,281.55	4,188.00		14,184.20	5,264.63
Tabor & Northern	1,492.00		38.00	1,200.00	484.00	100.00			725.82
Union Pacific									
Wabash	701,066.53	94,516.44	41,730.67	881,218.81	214,228.65	476,038.04	12,037.20	501,592.20	72,933.89
Winona & Southwestern	19,744.67	397.33	637.64	11,946.26	2,337.42	2,059.52		2,337.42	
NARROW GAUGE ROADS.									
Burlington & Northwest rn.		785.65		5,113.18		409.50			1,692.01
Burlington & Western		2,148.46		15,536.45		7,544.52			
Des Moines & Kansas City	9,347.53	234.29		51.44	5,059.33	8,409.37			203.89
Total	$10,985,523.11	$869,472.13	$956,199.48	$10,535,386.38	$3,282,735.90	$3,142,763.05	$260,346.48	$5,017,388.16	$1,282,835.73

a Paid to Pullman Palace Co

TABLE No. XV—OPERATING EXPENSES—CONTINUED

CONDUCTING TRANSPORTATION—CONTINUED.

RAILROADS.	Mileage of freight cars—debit balance.	Telegraph expenses—maintenance and operating.	Damage and loss of freight and baggage.	Damage to property and cattle.	Personal injuries.	Agents and station service.	Station supplies.	Sundries.	Total
Ames & College	$	$	$	$	$	$	$	$ 313.62	$ 3,857.35
Albia & Centerville	1,383.70	323.49	149.92	334.00	89.45	1,076.31	102.10	572.01	8,174.33
Boone Valley									3,900.00
Burl., Cedar Rapids & Northern		74,619.08	19,171.80	16,866.88	27,401.98	185,335.84	26,068.75	922.15	1,265,821.64
Chicago, Burlington & Quincy	4,696.88	304,682.34	331,173.95			1,197,141.54	505,152.76		8,966,135.78
Chicago, Burl. & Kansas City		8,235.00	5,377.30		1,943.75	12,012.29			138,675.32
Kansas City, St. Jo. & C. Bluffs	35,644.55	19,472.99	13,070.25			227,899.24			642,575.05
St. L., Keokuk & Northwestern	84,282.25	24,067.29	20,122.94			285,749.66			707,460.24
Chicago, Ft. Madison & Des Moines	1,451.06	1,190.83	69.66		66.50	5,219.06	58.23	728.25	24,195.62
Chicago, Iowa & Dakota		5.00	48.48	17.45	49.50	2,789.06	193.43	1,496.78	a14,079.93
Chicago Great Western	16,626.44	76,512.62	16,046.83	4,011.73	40,117.11	218,997.37	17,550.88	93,699.67	1,513,698.43
Chicago, Milwaukee & St. Paul	217,781.15	505,621.36		191,421.90	295,754.02	1,439,791.96	202,387.91	294,523.24	10,042,622.71
Chicago, Rock Island & Pacific	439,340.44	273,241.30	57,532.06	52,102.27	306,872.02	1,904,948.68	206,353.90	105,857.45	7,696,158.48
Chicago & Northwestern	273,671.56	417,027.89	147,117.04	101,894.73	277,759.77	1,997,116.60	118,658.57	95,069.46	11,709,253.03
Chicago, St. P., Minneapolis & O.		106,441.02	14,324.21	26,038.06	68,219.51	373,735.28	27,503.28	14,628.51	2,623,113.26
Sioux City & Pacific	14,350.23	5,694.99	1,218.20	670.85	15,570.13	54,040.85	2,393.22	1,585.28	202,369.19
Chicago, Santa Fe & California		42,059.08	11,072.65	8,870.53	9,419.90	112,112.52	9,628.35	39,549.16	924,907.66
Crooked Creek			81.12			924.50		42.44	5,519.99
Des Moines Northern & Western	3,149.25	2,786.34	1,512.15	504.09	1,341.20	16,494.42	341.11		83,836.28
Dubuque & Sioux City	36,969.50	35,559.98	9,525.38	19,982.97	32,625.98	131,419.15	14,628.67	9,984.60	764,666.24
Des Moines Union					1,296.85	21,330.54	2,846.49	615.41	58,166.91
Humeston & Shenandoah			13.83	292.58	44.50	8,700.46	1,167.47		43,007.20
Iowa Central	22,077.44	34,031.05	2,819.37	11,932.38	12,434.01	98,945.88	3,065.84	37,998.94	501,737.84
Iowa Northern			60.00				44.50		5,058.85
Keokuk & Western	1,990.49	8,415.26		1,883.09	154.50	21,722.83	326.67	2,072.88	102,675.40
Mason City & Ft. Dodge	a 587.54		90.51	500.13	165.00	8,155.23	402.06		32,183.85
Minneapolis & St. Louis		27,068.25	1,372.23	6,095.67	5,751.53	77,879.09	5,251.09		467,595.84
Miss. River R. R. & T. Bridge Co.									
Omaha & St. Louis	22,467.69	8,190.13	2,829.66	2,352.40	285.79	27,732.73	2,417.40	5,440.71	215,579.17
Prairie Du Chien & McGregor								15,442.72	17,492.72
Sioux City & Northern		3,580.88	481.08		199.00	12,145.03	1,417.18		87,637.79
Tabor & Northern			19.85	169.98		255.00	10.00	295.68	4,790.33
Union Pacific									
Wabash	316,748.55	191,422.59	54,691.80	95,029.66	141,758.34	1,042,098.96	49,918.60	496,892.02	5,383,922.95
Winona & Southwestern		1,805.00	103.55	93.95		13,583.42	3,966.68	2,603.20	61,616.06
NARROW GAUGE ROADS.									
Burlington & Northwestern		80.00	224.64			5,639.20			14,004.18
Burlington & Western		80.00	527.06			9,437.19			33,273.68
Des Moines & Kansas City		600.00	1,011.88		376.00	8,928.23	6.25	917.09	55,215.30
Total	$1,486,031.18	$2,172,969.66	$711,815.48	$540,132.40	$1,240,096.43	$9,481,149.00	$1,202,787.39	$1,221,101.37	$ 54,376,368.66

a Debit.

TABLE No. XVI—GENERAL EXPENSES.

RAILROADS.	Salaries of officers.	Salaries of clerks.	General office expenses and supplies.	Agencies, including salaries and rent.	Advertising.	Commissions.	Insurance.	Expenses of fast freight lines.	Expense of traffic associations.	Expense of stock yards and elevators.
Ames & College	$	$	$	$	$	$	$	$	$	$
Albia & Centerville		600.00					55.80			
Boone Valley										
Burl., Cedar Rapids & Northern	54,930.10	58,964.47	14,429.35	8,069.17	6,663.81	15,659.61	18,000.00		4,709.62	
Chicago, Burlington & Quincy		b 889,479.16	98,015.39	262,133.15	93,622.88		136,262.46		17,802.85	
Chicago, Burl. & Kansas City	c 12,091.88			1,555.28			1,112.85			
Kansas City, St. Jo & C. Bluffs	c 86,591.03			29,754.39			8,774.60			
St. L., Keokuk & Northwestern	c 80,723.30			25,349.71			3,656.87			
Chicago, Ft. Madison & Des Moines	4,801.43	344.45	136.10	3,287.44	68.24		525.58			
Chicago, Iowa & Dakota	3,099.99	641.45	881.48						164.69	2,703.97
Chicago Great Western	57,199.61	99,705.44	30,543.39	89,284.89	31,428.58	16,470.70	16,000.00		12,557.89	8,494.75
Chicago, Milwaukee & St. Paul	329,782.05	311,480.33	35,947.30	130,541.00	37,464.98	73,594.58	95,073.19		51,741.01	44,428.23
Chicago, Rock Island & Pacific	a 431,748.00			505,257.87						
Chicago & Northwestern	170,392.08	323,637.71	97,401.30	223,730.92	89,191.15	171,654.10	2,474.13		92,637.07	302.01
Chicago, St. P., Minneapolis & O	82,415.43	93,821.92	30,595.91	54,000.69	7,847.72	13,972.04	16,446.89	588.01	17,383.16	51,060.79
Sioux City & Pacific	5,108.77	7,881.46	1,095.18	2,424.89	366.30	671.08	6.82		768.94	
Chicago, Santa Fe & California	24,065.80	47,187.03	1,427.52	24,046.46	7,791.27	7,762.17	9,766.56	1,309.46	5,747.07	7,232.48
Crooked Creek	1,200.00									
Des Moines Northern & Western	10,680.16	5,253.57	5,724.56	2,629.61	481.75		13.00		674.14	
Dubuque & Sioux City	30,801.98	58,465.51	22,328.35	40,163.96	11,165.98	7,828.23	11,614.94		5,226.62	
Des Moines Union	2,133.31	600.00	509.06				289.50			
Humeston & Shenandoah	7,299.84	1,200.00	261.34		91.67		1,119.70			
Iowa Central	28,224.76	31,397.40	4,149.14	26,973.90	1,401.10	4,871.99	4,050.00		1,277.01	4,466.66
Iowa Northern	915.00			180.00			522.84			
Keokuk & Western	12,940.00	7,065.17	3,709.62				1,350.55			
Mason City & Ft. Dodge	6,179.98	2,309.31	1,300.54		105.90		598.79		206.86	
Minneapolis & St. Louis	34,133.51	21,695.89	9,601.75	14,650.80	2,676.15	4,756.87	5,328.41		1,165.26	
Miss. River R. R. & T. Bridge Co.										
Omaha & St. Louis	12,099.96	9,759.50	276.39	350.55	87.50	1,859.04	5,024.20			
Prairie Du Chien & McGregor	20,000.00						467.50			
Sioux City & Northern	5,159.23	7,774.06	1,436.87	5,280.52	41.04		5,606.84		744.77	
Tabor & Northern			16.95		5.00		37.50			
Union Pacific										
Wabash	45,606.79	40,366.97	27,568.31	244,288.15	67,842.51	141,674.28	26,373.04			
Winona & Southwestern	6,293.34	1,690.00	2,404.26		68.00		2,036.82		176.13	349.62
NARROW GAUGE ROADS.										
Burlington & Northwestern	5,378.49				189.33		367.78			
Burlington & Western	5,404.34				205.47		397.72			
Des Moines & Kansas City	1,800.00	1,981.94	248.50	604.00	234.99		1,151.00		7.00	
Total	$ 1,591,790.12	$2,023,949.76	$ 290,198.49	$1,694,235.26	$ 339,082.32	$ 462,755.45	$ 372,106.84	$ 2,097.47	$ 173,280.99	$ 118,968.52

a Includes clerks. b Includes officers. c Includes clerks and office expenses.

TABLE No. XVII—GENERAL EXPENSES—CONTINUED.

RAILROADS.	Rents for tracks, yards and terminals.	Rents not otherwise provided for.	Legal Expenses.	Stationery and printing.	Other general expenses.	TAXES. In Iowa.	TAXES. In other states.	TAXES. Total taxes.	Total.
Ames & College	$	$	$	$	$	$	$	$	$
Albia & Centerville		63.26	209.35	23.90	53.24	1,302.45		1,302.45	2,308.00
Boone Valley									
Burl., Cedar Rapids & Northern	18,770.00		10,296.60	22,536.01	4,298.27	111,081.11	11,151.51	122,232.62	360,039.63
Chicago, Burlington & Quincy			120,078.90		7,094.37	206,177.45	1,079,015.20	1,285,192.65	2,909,740.81
Chicago, Burl. & Kansas City			2,816.42	1,612.90		6,788.34	6,505.67	13,294.01	32,482.40
Kansas City, St. Jo. & C. Bluffs			10,462.19	7,909.84		7,078.68	33,249.60	40,328.28	180,325.33
St. L., Keokuk & Northwestern			6,841.75	22,456.37		3,107.45	38,828.86	41,936.31	180,964.33
Chicago, Ft. Madison & Des Moines	2,011.50	246.41	963.37	828.14	588.55	3,725.21		3,725.21	17,601.42
Chicago, Iowa & Dakota			160.00	138.40		1,691.21		1,691.21	9,481.19
Chicago Great Western	347,275.52		18,795.71	30,809.74	19,529.74	62,546.01	57,453.99	120,000.00	898,031.93
Chicago, Milwaukee & St. Paul	329,868.22	73,046.54	105,080.03	133,594.93	105,880.29	236,362.50	962,714.50	1,199,077.00	3,067,309.58
Chicago, Rock Island & Pacific			111,386.40	122,756.57	302,684.65	241,646.33	603,998.94	845,645.27	2,321,474.76
Chicago & Northwestern	76,361.27		137,349.26	167,971.29		251,196.73	789,767.12	1,030,963.85	2,536,066.05
Chicago, St. P., Minneapolis & O	156,196.00	14,949.88	35,107.14	40,319.08		21,365.63	288,129.06	309,494.69	918,430.98
Sioux City & Pacific	1,278.14		2,329.81	2,990.31		14,211.99	5,626.37	19,838.36	44,730.06
Chicago, Santa Fe & California	612,146.76	3,759.34	20,813.58	15,791.46	18,534.58	10,450.16	140,500.38	150,950.54	959,165.02
Crooked Creek					416.41	1,716.39		1,716.39	3,332.80
Des Moines Northern & Western	50,631.81	501.00	1,310.50	1,947.87		9,201.54		9,201.54	89,161.51
Dubuque & Sioux City			21,394.39	25,786.40	18,631.44	94,065.87	2,251.02	96,316.89	349,067.41
Des Moines Union			465.15	530.90		3,006.90		3,006.90	7,565.82
Humeston & Shenandoah	9,999.96		7.00			8,245.32		8,245.32	28,225.83
Iowa Central	17,280.00	3,538.79	5,228.17	12,834.15	9,163.56	45,541.39	15,069.30	60,610.69	216,037.32
Iowa Northern			62.25			521.23		521.23	2,201.32
Keokuk & Western	3,500.04		3,347.67	1,104.90	256.70	6,240.46	10,645.46	16,885.92	50,159.97
Mason City & Ft. Dodge			272.05	861.70		9,709.97		9,709.97	21,695.78
Minneapolis & St. Louis	63,657.40		16,410.06	10,938.57	3,213.94	17,084.68	42,310.65	59,395.33	247,623.94
Miss. River R. R. & T. Bridge Co.									
Omaha & St. Louis	11,202.28	1,342.02	4,246.86	1,622.58	1,035.36	8,561.18	7,403.28	15,964.46	65,070.50
Prairie du Chien & McGregor						126.00	1,127.10	1,253.10	21,720.60
Sioux City & Northern			1,478.51	3,304.89		23,178.42	1,488.94	24,667.36	55,554.09
Tabor & Northern	35.33		7.75	23.00		146.20		146.20	271.73
Union Pacific									
Wabash			47,181.24	13,847.09	36,170.98	8,597.62	488,500.86	497,098.48	1,188,017.82
Winona & Southwestern	4,101.89	3,558.06	2,410.59	735.58	9,602.99	2,930.81	2,381.58	5,312.39	38,759.67
NARROW GAUGE ROADS.									
Burlington & Northwestern			59.25			1,975.67		1,975.67	7,970.50
Burlington & Western			319.65			2,121.66		2,121.66	8,448.84
Des Moines & Kansas City			1,285.38	15.30	1,222.65	4,222.29	509.14	4,731.43	13,292.19
Total	$ 1,698,316.12	$101,005.30	$688,304.48	$643,641.31	$538,489.72	$1,426,014.85	$4,568,628.55	$5,994,643.38	$ 16,852,965.53

TABLE NO. XVIII.—RECAPITULATION OF EXPENSES.

RA LROADS.	Maint'n'nce of way and buildings	Maint'n'nce of motive power and cars	Conducting transportation	General expenses including taxes	Total operating expenses and taxes	Operating expenses and taxes per mile of road operated		Operating expenses and taxes per train mile for trains earning revenue	
						Miles	Expenses	Miles run	Expenses
Ames & College	$........	$........	$ 3,857.35	$........	$ 3,857.35	2.05	$........	....	$........
Albia & Centerville	18,507.54	2,456.84	8,174.33	2,308.00	31,446.71	21.16	1,304.84	18,030	1.74.41
Boone Valley	....	....	3,900.00	....	3,900.00	3.00	....	....	....
Burl., Cedar Rapids & Northern	836,736.65	418,218.59	1,265,821.64	360,039.63	2,870,816.51	1,134.29	2,530.92	3,294,178	.87.14
Chicago, Burlington & Quincy	3,882,125.65	2,495,218.23	8,866,135.78	2,909,740.91	18,153,220.57	5,306.58	3,244.21	19,742,792	.92
Chicago, Burl. & Kansas City	86,252.32	24,233.93	138,675.32	32,482.40	281,613.97	221.16	1,273.35	405,065	.69.52
Kansas City, St. Jo. & C. Bluffs	199,209.89	93,939.61	642,575.65	180,325.33	1,116,049.90	310.13	3,598.65	1,059,273	1.05.36
St. L., Keokuk & Northwestern	172,877.87	71,240.57	707,460.42	180,964.33	1,132,543.19	233.39	4,852.58	1,159,917	.97.64
Chicago, Ft. Madison & Des Moines	13,901.12	2,715.76	24,195.62	17,601.42	58,413.92	71.00	822.73	98,307	.59.40
Chicago, Iowa & Dakota	7,950.58	2,132.49	14,079.93	9,481.19	33,644.19	26.50	1,269.59	35,880	.93.7
Chicago Great Western	514,696.31	377,006.81	1,513,698.43	898,021.91	3,303,373.48	922.45	3,584.09	3,164,132	1.04.40
Chicago, Milwaukee & St. Paul	4,469,837.73	2,722,235.41	10,042,622.71	3,067,309.58	20,302,005.45	8,185.98	3,781.84	21,705,024	.93.53
Chicago, Rock Island & Pacific	2,856,575.53	1,617,356.89	7,666,158.48	2,321,473.76	14,461,564.66	3,570.83	4,049.92	17,462,173	.82.82
Chicago & Northwestern	4,085,780.68	2,616,809.50	11,709,253.63	2,536,095.65	20,948,028.56	4,904.49	4,271.19	25,703,147	.81.50
Chicago, St. P., Minneapolis & O	1,242,286.23	698,911.90	2,633,113.26	915,439.98	5,491,851.37	1,492.23	3,686.97	5,195,118	1.05.74
Sioux City & Pacific	56,748.97	26,656.64	202,369.19	44,730.06	330,499.85	107.42	3,076.70	329,906	.97.23
Chicago, Santa Fe & California	387,479.34	253,818.20	924,907.66	909,165.02	2,535,370.22	515.27	4,920.47	4,128,427	.61.41
Crooked Creek	5,363.07	831.08	5,519.99	3,332.80	15,046.94	23.27	....	....	....
Des Moines Northern & Western	66,302.02	21,012.77	83,826.28	89,161.51	260,302.58	151.00	1,723.86	284,272	.91.57
Dubuque & Sioux City	320,656.64	229,602.25	753,666.24	349,667.41	1,653,592.54	596.59	2,774.55	1,970,535	.84.42
Des Moines Union	12,173.97	9,724.52	58,166.91	7,565.82	87,631.22	2.7	32,456.01	....	....
Humeston & Shenandoah	47,834.15	11,112.15	43,007.20	28,225.83	130,179.33	95.37	1,363.85	140,199	.92.85
Iowa Central	310,530.92	154,393.99	591,737.84	216,037.32	1,272,700.07	499.60	2,557.68	1,425,927	.89.25
Iowa Northern	6,897.27	1,166.64	5,058.85	2,201.32	15,324.08	6.93	2,211.27	11,261	1.36.08
Keokuk & Western	75,865.60	44,623.16	102,675.46	50,159.97	273,324.19	147.97	1,847.16	290,652	.94.
Mason City & Ft. Dodge	44,543.91	12,755.37	32,183.85	21,695.08	111,178.21	92.00	1,208.46	103,915	1.06.99
Minneapolis & St. Louis	245,297.19	157,831.16	467,561.84	247,623.94	1,118,348.13	367.7	3,041.47	1,070,543	1.05
Miss. River R. R. & T. Bridge Co.	....	....	....	....	....	....	....	....	....
Omaha & St. Louis	45,969.30	58,775.03	215,529.17	65,070.50	385,344.00	145.00	2,657.54	366,819	1.05.05
Prairie du Chien & McGregor	2,500.00	....	17,942.72	21,720.60	42,163.32	2.00	21,081.66	....	....
Sioux City & Northern	39,229.80	19,673.61	87,637.79	55,554.09	202,095.29	96.00	2,105.15	155,012	1.30.37
Tabor & Northern	4,972.69	177.64	4,790.33	271.73	10,212.39	8.79	1,161.00	12,939	.78
Union Pacific	....	....	....	....	....	4.08	....	....	....
Wabash	1,897,410.83	1,858,127.85	5,383,922.95	1,188,017.82	10,327,479.45	1,935.40	5,546.10	11,391,265	.90.66
Winona & Southwestern	22,405.02	9,423.42	61,616.06	38,759.67	132,204.17	114.5	1,215.18	147,420	.89.9
NARROW GAUGE ROADS.									
Burlington & Northwestern	20,336.91	3,010.27	14,004.18	7,970.50	45,531.86	52.50	863.27	20,308	.94.4
Burlington & Western	25,326.16	7,715.31	35,273.68	8,448.84	76,908.99	104.20	736.69	139,244	.55
Des Moines & Kansas City	36,536.37	14,949.18	35,215.30	15,292.19	99,993.04	112.00	850.55	163,997	.58.09
Total	22,051,153.23	14,017,976.80	54,376,364.84	16,852,995.53	107,328,401.40	29,975.58	3,580.49	121,209,379	88.54

TABLE No. XIX—RECAPITULATION OF EXPENSES—CONTINUED.

RAILROADS.	Proportion of operating expenses and taxes for Iowa.	Expenses of running and management of passenger trains.	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 earnings.
Ames & College	$ 3,857.35	*$........	$........	$........	$........	$........	....
Albia & Centerville	31,446.71	1,695.97	.38	5,087.92	.38	6,783.90	81.43
Boone Valley	3,900.00	....	....	....	....	....	....
Burl., Cedar Rapids & Northern	2,611,382.32	890,112.75	.67431	2,040,703.76	.82277	2,870,816.51	69.96
Chicago, Burlington & Quincy	3,852,053.63	....	....	....	....	....	66.66
Chicago, Burl. & Kansas City	a 148,997.92	....	....	....	....	30,186.73	80.10
Kansas City, St. Jo. & C. Bluffs	125,408.06	....	....	....	....	a 120,669.71	56.21
St. L., Keokuk & Northwestern	68,543.86	....	....	....	....	a 85,914.71	67.02
Chicago, Ft. Madison & Des Moines	58,413.93	....	....	....	....	....	59.26
Chicago, Iowa & Dakota	33,644.19	8,411.05	.937	25,233.14	.937	33,644.19	129.
Chicago Great Western	1,253,195.01	1,087,041.69	.765	2,096,331.79	1.18	3,183,373.48	80.31
Chicago, Milwaukee & St. Paul	5,075,561.36	....	....	....	....	....	69.61
Chicago, Rock Island & Pacific	4,614,212.55	4,748,574.76	.76151	8,867,344.63	.78956	13,615,919.39	71.55
Chicago & Northwestern	4,967,911.17	7,343,806.86	.7562	13,604,221.40	.8507	20,948,028.26	66.12
Chicago, St. P., Minneapolis & O	411,963.83	....	....	....	....	....	68.02
Sioux City & Pacific	247,582.60	177,560.62	.8934	152,939.23	1.0834	330,499.85	67.01
Chicago, Santa Fe & California	79,765.00	834,812.67	.57544	1,700,557.55	.63268	2,535,370.22	98.44
Crooked Creek	15,046.94	....	....	....	....	....	136.7
Des Moines Northern & Western	260,302.58	....	....	....	....	....	73.72
Dubuque & Sioux City	1,623,474.86	....	....	....	....	1,567,265.01	65.73
Des Moines Union	87,631.22	....	....	....	....	....	....
Humeston & Shenandoah	130,179.33	....	....	....	....	....	104.41
Iowa Central	949,540.58	100,985.03	.21	419,091.78	.44	520,076.81	69.7
Iowa Northern	15,324.08	....	....	....	....	....	68.30
Keokuk & Western	139,295.31	....	....	....	....	....	72.
Mason City & Ft. Dodge	111,178.21	49,526.14	.9188	51,942.10	1.02848	101,468.24	83.09
Minneapolis & St. Louis	265,943.43	....	....	....	....	....	57.82
Miss. River R. R. & T. Bridge Co.	....	....	....	....	....	....	....
Omaha & St. Louis	177,258.21	84,725.09	.79434	284,654.45	1.09416	369,379.54	87.39
Prairie du Chien & McGregor	5,270.41	....	....	....	....	....	66.
Sioux City & Northern	196,308.57	23,081.60	.265	39,178.22	.57	62,259.82	70.69
Tabor & Northern	10,212.39	....	....	....	....	....	....
Union Pacific	....	....	....	....	....	....	....
Wabash	228,521.24	3,171,815.09	.9261	6,658,565.88	1.0640	....	78.32
Winona & Southwestern	29,084.91	....	....	....	....	....	91.2
NARROW GAUGE ROADS.							
Burlington & Northwestern	45,321.86	....	....	....	....	7,590.84	73.21
Burlington & Western	76,763.99	....	....	....	....	25,229.43	119.
Des Moines & Kansas City	94,993.59	....	....	....	....	....	92.59
Total	$ 38,020,531.03	$ 18,462,149.32	....	$ 25,945,851.86	....	$ 46,414,476.64	68.1

*The roads whose spaces are blank in this table have failed to give the information required. a Estimated.

TABLE No. XX—GENERAL EXHIBIT.

RAILROADS.	Total income.	Total expenses including taxes.	Net income.	Rentals Paid.	INTEREST. Accrued during the year.	Paid during the year.	Paid during the year on account of road in Iowa.	On funded debt.	Paid on funded debt.	On floating debt.	Paid on floating debt.
Ames & College	$ 5,572.95	$ 3,857.35	$ 1,715.60	$	$	$	$	$	$	$	$
Albia & Cent	41,926.76	31,446.71	a 10,480.05								
Boone Valley	3,900.00	3,900.00	*								
B., C. R. & N.	4,129,457.38	2,870,816.51	1,258,640.87	18,770.00	811,080.00	811,080.00	688,208.00	811,080.00	811,080.00		
C., B. & Q.	28,523,827.82	18,153,220.57	10,370,607.25	268,074.62	6,546,632.19	6,555,358.78		6,555,358.78	6,555,358.78		
C., B. & K. C.	351,582.33	281,613.97	69,968.36	6,682.50	49,308.08	49,308.08	h 21,152.24			49,308.08	49,308.08
K. C., St. J. & C. B.	2,006,202.37	1,116,049.90	890,152.47	30,793.93	408,302.98	408,425.48		400,027.50	400,150.00	8,275.48	8,275.48
St. L., K. & N.	1,689,926.05	1,132,543.19	557,382.86	134,758.01	548,750.00	506,250.00		548,750.00	506,250.00		
C., Ft. M. & D. M.	88,884.31	58,413.92	30,470.39	2,011.50	65,650.00	13,475.00	13,475.00	65,650.00	13,475.00		
C., I. & D.	33,545.03	33,644.19	* 99.16		23,830.00						
C. G. W.	3,964,910.71	3,303,373.48	661,537.23		653,509.65	451,004.20	248,958.88	248,844.54	240,234.24	25,585.11	25,479.96
C., M. & St. P.	31,616,307.92	20,302,005.45	11,314,302.47	329,868.22	7,503,747.98	7,361,024.48	1,840,256.12	7,503,747.98	7,361,024.48		
C., R. I. & P.	20,210,939.47	14,461,564.66	5,749,374.81	875,789.77	3,249,175.00	3,299,175.00		3,249,175.00	3,299,175.00	f 43,507.50	
C. & N. W.	32,109,178.77	20,948,028.26	11,161,150.51	10,221.32	6,872,996.57	b 6,828,456.43	1,607,806.82	6,872,996.57	b 6,828,456.43		
C., St. P., M. & O.	8,074,900.13	5,342,655.27	2,731,244.76	150,196.00	1,450,416.00	1,449,974.25	76,558.64	1,450,416.00	1,449,974.25		
S. C. & P.	498,228.34	330,499.85	167,728.49		195,379.20	99,030.00	74,184.92	195,379.20	99,030.00		
C., St. F. & C.	2,575,538.01	2,535,370.22	40,167.79	612,146.76	901,480.00	g 901,480.00		901,480.00	g 901,480.00		
Crooked Creek	11,008.65	15,046.94	* 4,038.29								
D. M., N. & W.	353,081.34	260,302.58	92,778.76		114,747.82	44,267.74	44,267.74	101,800.08	31,320.00	12,947.74	12,947.74
D. & S. C.	2,576,230.37	1,663,592.54	912,637.83	113,270.00	545,070.00	545,070.00	518,817.97	545,070.00	545,070.00		
D. M. U.	87,631.22	87,631.22			31,808.67	31,808.67	31,808.67	27,741.67	27,741.67	4,062.00	4,062.00
Humeston & S.	124,582.44	130,179.33	* 5,596.89	9,999.96	187,880.00	93,940.00	93,940.00	187,880.00	93,940.00		
Iowa Central	1,825,992.86	1,271,700.07	551,292.79	35,460.00	329,119.81	332,757.30	274,092.19	316,837.51	320,475.00	12,282.30	12,282.30
Iowa Northern	22,404.28	15,324.08	7,080.20		3,000.00	3,000.00	3,000.00	3,000.00	3,000.00		
K. & W.	382,443.76	273,324.19	c 109,119.57		12,000.00	12,000.00	6,200.00	12,000.00	12,000.00		
M. C. & Ft. D.	136,791.61	111,178.21	25,613.40		82,800.00			82,000.00			
M. & St. L.	1,865,757.01	1,118,348.13	747,408.88		660,618.90	896,070.94	424,047.75		d 896,070.94		
M. R. R. R. & T. B. C.											
Omaha & St. L.	455,907.74	385,344.00	70,563.74	11,202.28	124,815.00			124,815.00			
P. du C. & McG.											
S. C. & N.	295,880.11	202,095.29	83,784.82		96,000.00			96,000.00			
Tabor & N.	13,100.58	10,212.39	2,888.19	35.35	3,225.66	767.13	767.13	2,414.72	14.72	925.66	752.41
Union Pacific											
Wabash	12,810,310.97	10,327,479.45	e 2,482,831.52	295,165.87	2,859,431.21	2,859,431.21					
Winona & S. W.	144,858.03	132,204.17	12,653.86	4,758.06				127,095.00		12,675.15	
NAR. GAUGE R'S.											
B. & N. W.	59,204.54	45,321.86	13,882.68	4,445.00	16,400.00						
B. & W.	64,868.84	76,763.99	* 11,895.15					39,984.00			
D. M. & K. C.	102,879.46	99,993.04	2,886.42								
Total	$157,245,772.06	$107,136,045.08	$50,109,726.98	$2,913,699.13	$34,347,259.72	$33,553,239.69	$5,967,532.07	$30,469,543.55	$30,395,320.51	$ 109,569.00	$ 113,107.97

a Includes $4,863.70 received from stockholders for permanent improvement. c Less construction account, $1,824.02. d Includes $97,258.44 paid on past due coupons. b Less credits to interest account. f Discount on five per cent bonds sold. * Deficit. e Includes $295,165.87 rentals. g Assumed by Atchison, Topeka & Santa Fe Company. h Estimated.

TABLE No. XXI—GENERAL EXHIBIT—CONTINUED.

RAILROADS.	DIVIDENDS. Rate.	DIVIDENDS. Amount.	INTEREST. Falling due during year and not paid.	INTEREST. Default'd in previous years and paid in this.	Floating debt liquidated during the year.	Balance for the year.	Deficit for the year.	Balance at commencement of year.	Deficit at commencement of year.	Balance at close of year ending June 30, 1894.	Deficit at close of year ending June 30, 1894.
Ames & College		$	$	$	$	$	$	$	$	$	$
Albia & Centerville					5,556.65	5,429.18			6,849.40		1,420.12
Boone Valley											
Burlington, Cedar Rapids & N.	3	165,000.00			160,278.15	282,560.87		1,299,218.46		1,409,067.79	
Chicago, Burlington & Quincy	5	4,100,135.00					522,961.45	11,351,697.94		10,798,796.79	
Chi., Burlington & Kans. C.					8,834.78	18,977.78			59,222.69		45,254.91
Kas. C., St. Joe & Council B.		455,866.80					4,233.71	1,939,202.56		1,934,868.62	
St. L., Keokuk & Northw'n.							83,509.98	165,222.94		81,920.66	
Chi., Ft. Madison & Des M.			52,175.00				35,179.61	16,256.17			
Chicago, Iowa & Dakota			23,850.00				23,019.16		26,344.17		50,168.33
Chicago Great Western	4	564,460.00	193,700.00		490,570.21	8,027.58				8,027.58	35,569.63
Chicago, Milwaukee & St. P.	4.7	3,647,520.64				35,141.03		6,487,899.05		6,521,040.08	
Chicago, Rock Island & Pac.	4	1,846,232.00					315,279.46	224,805.24		90,479.29	
Chicago & Northwestern	6.7	a 3,271,922.68				6,009.94		7,829,941.32		7,835,951.26	
Chi., St. P., Min. & O.	7	787,976.00				560,934.56		1,765,125.54		2,326,060.10	
Sioux City & Pacific	7	11,830.00	97,474.20	1,505.00			39,470.81		1,575,807.90		1,615,278.71
Chi., Santa Fe & California							1,257,164.49		2,022,705.78		3,279,870.27
Crooked Creek							4,038.29				4,038.29
D. M. Northern & Western			70,480.00		156,2 0.00		21,360.06	25,895.78		3,936.72	
Dubuque & Sioux City	2.5	199,990.00				54,207.83		93,837.82		148,045.65	
Des Moines Union											
Humeston & Shenandoah			93,940.00				5,596.89	16,926.33		11,329.44	
Iowa Central		b 16.00			156,613.01	145,428.00		136,991.46		282,419.46	
Iowa Northern					3,307.14	4,080.20			3,307.14	773.06	
Keokuk & Western	2	80,000.00			10,000.00	5,295.55		44,371.25		49,666.80	
Mason City & Ft. Dodge			82,800.00				60,186.60		465,661.72		525,848.32
Minneapolis & St. Louis			314,220.00	510,635.00			10,468.46		628,868.97		639,337.43
Miss. Riv. R. R. & T. B. Co.											
Omaha & St. Louis			124,815.00				54,251.26	201,938.22		147,686.96	
Prairie du C. & McGregor		17,966.18									
Sioux City & Northern			96,000.00		78,091.32		12,215.18		92,897.50		105,112.68
Tabor & Northern			2,573.25		1,210.00		1,902.29		6,425.31		11,300.32
Union Pacific											
Wabash							671,765.56				671,765.56
Winona & Southwestern			139,770.15				266,886.44		80,062.64		346,949.08
NARROW GAUGE ROADS.											
Burlington & Northwestern							6,962.32		104,416.42		111,378.74
Burlington & Western							51,879.15		402,811.84		454,690.99
Des Moines & Kansas City						2,886.42		27,405.61		30,292.03	
Total		$15,148,315.30	$1,291,667.68	$512,140.00	$1,070,759.48	$1,121,979.04	$3,479,792.30	$31,617,932.48	$5,475,291.48	$31,731,392.93	$7,909,938.38

a Includes $865,328.68 sinking funds. b. Balance dividend No. 1 declared 1892.

TABLE No. XXII.—GENERAL RECAPITULATION.

RAILROADS.	Total income.	Total operat- expenses and taxes.	Net income above operating expenses and taxes.	Net income above operating expenses, taxes and rental	Gross income per train mile run: Miles run.	Gross income per train mile run: Income	Net income per train mile run: Miles run.	Net income per train mile run: Inc'me	Percentage of net income to stock & debt.	Percentage of net income to cost of road & equipment.
Ames & College	$ 5,572.95	$ 3,857.35	$ 1,715.60	$ 1,715.60		$		cts.		
Albia & Centerville	a 41,936.76	31,446.71	b 10,480.65	10,480.05	18,030	2.32.54	18,030	.58.12	2.61	2.62
Boone Valley	3,900.00	3,900.00								
Burl., Cedar Rapids & Northern	4,129,457.38	2,852,046.51	1,277,410.87	1,238,640.87	3,294,178	1.25.26	3,294,178	.38.2	5.37	4.9
Chicago, Burlington & Quincy	28,521,827.82	18,151,220.57	10,370,607.25	10,102,532.63	19,742,792	1.44	19,742,791	.51	4.88	5.01
Chicago, Burl. & Kansas City	351,582.35	281,613.97	69,968.38	63,285.86	405,065	.86.79	405,065	.17.27	.77	.78
Kansas City, St. Jo. & C. Bluffs	2,006,202.37	1,116,049.90	890,152.47	859,358.54	1,059,273	1.89.39	1,059,273	.84.04	7.56	6.73
St. L., Keokuk & Northwestern	1,689,936.05	1,132,543.19	557,392.86	422,624.85	1,159,917	1.45.69	1,159,917	.48.05	3.35	3.56
Chicago, Ft. Madison & Des Moines	88,884.21	58,413.92	30,470.29	30,470.29	98,307	.90	98,307	.31		
Chicago, Iowa & Dakota	33,545.03	33,644.19	c 99.16	c 99.16	35,880	.93.3	35,886			
Chicago Great Western	3,964,910.71	3,303,373.48	661,537.23	661,537.23	3,164,132	1.25.31	3,164,132	.20.91	1.22	1.26
Chicago, Milwaukee & St. Paul	31,616,307.92	20,302,005.45	11,314,302.47	11,314,302.47	26,692,470	1.18.45	26,692,470	.42.38	5.36	5.37
Chicago, Rock Island & Pacific	20,210,939.47	14,461,564.66	5,749,374.81	4,873,635.04	17,462,173	1.10.95	17,462,173	.27.91	4.48	4.69
Chicago & Northwestern	32,109,178.77	20,948,028.26	11,161,150.51	3,912,601.94	25,703,147	1.24.92	25,703,147	.43.42	5.67	6.14
Chicago, St. P., Minneapolis & O	8,075,900.13	5,342,655.37	2,733,244.76	2,583,048.76	5,195,118	1.55.45	5,195,118	.49.72	4.39	4.77
Sioux City & Pacific	498,228.24	330,489.85	167,738.39	39,470.81	339,906	1.46.58	339,906	.49.35	3.15	2.92
Chicago, Santa Fe & California	2,575,538.01	2,535,370.22	40,167.79	40,167.79	4,947,452		4,947,452			
Crooked Creek	11,008.65	15,016.94	c 4,008.29	c 4,008.29						
Des Moines Northern & Western	353,081.34	260,302.58	92,778.76	92,778.76	284,272	1.24.20	284,272	.32.63	1.33	1.31
Dubuque & Sioux City	2,576,249.37	1,663,592.54	912,637.83	254,197.83	2,202,818	1.13.80	2,202,818	.40.33	5.10	5.20
Des Moines Union	87,631.22	87,631.22								
Humeston & Shenandoah	124,582.44	130,179.37	4,403.07	c 5,596.89	140,190	.88.86	140,199			
Iowa Central	1,825,992.86	1,274,700.07	551,292.79	517,832.79	1,425,927	1.28	1,425,927	.39	2.73	2.70
Iowa Northern	22,404.28	15,324.08	7,080.20	4,080.20	11,261	1.98.94	11,261	.62.99		
Keokuk & Western	382,443.76	273,324.19	109,119.57	107,295.55	290,654	1.31.58	290,654	.37	2.60	2.60
Mason City & Ft. Dodge	133,791.61	111,178.21	22,613.40	22,613.40	103,915	1.28.75	103,915	.31.10	1.35	1.34
Minneapolis & St. Louis	1,865,757.01	1,118,348.13	747,408.88	747,408.88	1,070,543	1.74	1,070,543	.69		
Miss. River R. R. & T. Bridge Co.										
Omaha & St. Louis	455,907.74	385,344.00	70,563.74	70,563.74	366,819	1.21.21	366,819	.19.24	9.32	9.30
Prairie du Chien & McGregor										
Sioux City & Northern	285,880.11	202,095.29	83,784.82	83,784.82	155,012	1.84.25	155,012	.54.05	2.27	2.18
Tabor & Northern	13,100.58	10,212.39	2,888.19	2,852.86	12,939		12,939		3.18	3.71
Union Pacific										
Wabash	12,810,310.97	10,327,479.45	2,482,831.52	2,187,665.65	11,391,365	1.12.4	11,391,365	.21.8	1.63	1.63
Winona & Southwestern	144,858.03	132,204.17	12,653.86	12,653.86	147,420	.98.2	147,420	.08.58	.36	0.28
NARROW GAUGE ROADS.										
Burlington & Northwestern	59,204.54	45,321.86	13,882.68	9,437.68	23,308	2.54	23,308	.41	1.50	2.20
Burlington & Western	64,868.84	76,763.99	c 11,895.15	c 11,895.15		.46				
Des Moines & Kansas City	102,879.46	99,993.04	2,886.42	2,886.42	163,997	.62.73	163,997	.01.59	.19	.19
Total	$157,245,772.06	$107,107,275.12	$50,138,496.94	$40,289,927.27	127,168,289		127,168,289			

a Includes amount raised by stockholders for improvements, $4,863.79. b Improvements, $5,050.77, not deducted from amount shown. c Deficit.

TABLE NO. XXIII.—CURRENT ASSETS AND LIABILITIES.

CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF CURRENT LIABILITIES.

RAILROADS	Cash	Bills receivable	Due from agents	Net traffic balances due from other companies	Due from solvent companies and from individuals	Other cash assets excluding material and supplies	Balance current liabilities	Total
Ames & College	$	$	$	$	$	$	$	$
Albia & Centerville	79.90		74.09	543.86	323.21		1,055.86	6,906.42
Boone Valley								
Burl., Cedar Rapids & Northern	112,428.87	12,285.19		103,848.43	33,063.53	630.60	136,359.98	401,615.50
Chicago, Burlington & Quincy	3,215,248.11	1,230,946.15	68,093.53		855,119.23	341,207.41		5,710,614.43
Chicago, Burl. & Kansas City	24,619.59		513.79	2,059.75	4,468.40		1,031,805.74	1,064,387.25
Kansas City, St. Jo. & C. Bluffs	245,491.54	70,000.00	13,271.22	19,965.06	105,505.34			554,232.96
St. L., Keokuk & Northwestern	58,967.30	2,000.00	20,423.42		141,441.43	1,371.09	1,330,231.10	1,554,464.43
Chicago, Ft. Madison & Des Moines	17,455.56	6,192.80	[illegible]	[illegible]	[illegible]			30,790.38
Chicago, Iowa & Dakota	287.85		1,266.55	36.02			51,974.40	53,514.82
Chicago Great Western	600,664.33	26,118.65	101,889.95		98,542.94	3,893.14	404,018.62	1,237,167.63
Chicago, Milwaukee & St. Paul	3,676,586.40	829,000.00	456,368.81	91,793.06	251,383.73	4,260,031.47		9,565,543.47
Chicago, Rock Island & Pacific	263,094.33	147,876.75	593,952.69	25,376.96	322,855.35		360,276.49	1,633,432.57
Chicago & Northwestern	2,500,106.50	43,088.96	1,288,768.95		111,208.32	265,211.37	186,338.81	4,399,722.91
Chicago, St. P., Minneapolis & O	907,265.03	892.26	154,243.79		111,178.24	191,740.72		2,365,320.04
Sioux City & Pacific	144,101.70		37,095.85	18,995.27				200,192.82
Chicago, Santa Fe & California							5,244,064.56	5,244,064.56
Crooked Creek			109.88	28.16	3,786.30		4,038.29	7,962.63
Des Moines Northern & Western	4,170.06	470.22	5,878.33		41,160.15		140,041.06	191,719.83
Dubuque & Sioux City		16,317.50				243.82	70,120.01	86,681.33
Des Moines Union	8,568.63	17,526.92					4,870.14	30,965.69
Humeston & Shenandoah	4,649.06		434.38	1,397.44	190,092.78		6,219.36	202,793.02
Iowa Central	68,916.25		24,386.36		57,414.72		338,419.91	489,137.24
Iowa Northern						773.06		773.06
Keokuk & Western	28,686.06	1,000.00	659.50	17,776.59				48,122.54
Mason City & Ft. Dodge	1,312.27	495.86	4,714.44		1,053.80	19,687.79	658,698.12	685,951.78
Minneapolis & St. Louis	201,444.76		28,513.89	85,835.86	188,572.87	893,444.13	671,022.54	2,068,834.05
Miss. River R. R. & T. Bridge Co.								
Omaha & St. Louis	31,818.21		5,397.85	3,510.47	17,228.83		175,180.58	233,135.94
Prairie du Chien & McGregor								
Sioux City & Northern	8,897.66		20,905.11	2,913.74	26,088.81	55,258.53		113,963.85
Tabor & Northern	276.53	100.00		445.51			26,945.07	27,767.11
Union Pacific								
Wabash	644,390.93	23,299.90	102,317.72		331,462.46	838,260.19	1,035,901.87	2,975,633.17
Winona & Southwestern	19,169.69		2,453.32	833.85	22,845.57		325,219.11	370,521.54
NARROW GAUGE ROADS.								
Burlington & Northwestern	1,890.35	1,172.10	89.48		91,763.07		127,345.12	222,260.12
Burlington & Western	9,173.38	50.00	267.29		3,521.52		490,856.00	503,868.19
Des Moines & Kansas City			2,266.07	1,129.01	28,940.85		703,858.95	736,195.78
Total	$ 12,790,680.24	$ 2,408,833.26	$ 2,806,049.00	$ 388,456.39	$ 4,058,123.95	$ 6,878,352.72	$ 13,524,821.69	$ 40,918,316.75

TABLE No. XXIV—CURRENT ASSETS AND LIABILITIES—Continued.

CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, 1894.

RAILROADS.	Loans and bills payable.	Audited vouchers and accounts.	Wages and salaries.	Net traffic balances due other compan'es	Dividends not called for.	Matured interest coupons unpaid.	Rents due July 1st.	Miscellaneous.	Balance cash assets.	Total.	Materials and supplies on hand.
Ames & College	$	$	$	$	$	$	$	$	$	$	$
Albia & Centerville		5,616.02	1,349.80							6,966.42	
Boone Valley											
Burl., C. R. & N		216,997.97	184,617.53							401,615.50	233,964.63
Chi., Burl. & Q	72,429.08	1,824,961.63	94,106.32	279,849.99	106.75	1,606,576.25		73,087.12	1,759,497.99	5,710,614.43	1,339,994.91
Chi., Burl. & K. C.	880,000.00	12,799.93	9,622.92			221,400.00	564.40			1,084,387.25	
K. C., St. J. & C. B.	3,444.00	79,904.28	56,258.84			187,000.00			135,325.84	454,232.96	168,690.50
St. L., K. & N.	1,006,909.05	140,305.14	63,279.66	65,044.32		183,500.00		5,366.26		1,554,464.63	
Chi., Ft. M. & D. M.		2,153.71	2,951.91			15,250.00		1,684.40	8,800.26	30,790.28	3,965.85
Chi., Iowa & Dakota		960.34	1,745.52	732.63		50,163.33				53,514.82	
Chi. Great Western	477,324.07	349,958.10	232,852.62	6,450.01	8,300.00	70,578.75		91,563.08		1,237,167.63	169,738.85
Chi., M. & St. Paul	1,000,000.00	445,819.25	1,293,359.71		37,136.70	3,392,317.50			3,466,910.31	9,635,543.47	2,220,568.35
Chi., R. I. & P	1,153,169.32	437,099.39	43,190.86							1,633,459.57	1,278,720.31
Chi. & Northwestern		1,046,558.63	1,186,779.23	188,767.03	7,988.50	371,495.02	6,000.00	*1,502,134.50		4,309,722.91	2,056,171.71
Chi., St. P., M. & O.		261,213.26	223,848.74	63,884.01	394,199.59	73,908.50	8,760.10		1,329,515.93	2,355,320.04	152,900.56
Sioux City & Pac		19,751.79	33,053.42			49,890.00			97,497.70	200,192.91	93,148.82
Chi., Santa Fe & Cal.	5,344,064.56									5,344,064.56	
Crooked Creek		7,992.63								7,992.63	
Des Moines N. & W.	35,000.00	24,594.80		10,348.36		121,866.66				191,789.82	9,938.52
Dubuque & Sioux C.		61,487.78			956.05	24,237.50				86,681.33	
Des Moines Union	9,591.85	15,312.89	6,060.96							30,965.69	10,687.82
Humeston & Shen		8,608.32	6,244.70			187,880.00				202,733.02	13,941.33
Iowa Central	244,939.87	137,212.06	46,966.18	28,621.53		13,275.00	17,820.00	272.00		489,137.24	163,516.86
Iowa Northern									773.06	773.06	230.40
Keokuk & Western		11,828.07	13,819.20						22,474.97	48,122.24	23,531.83
Mason City & Ft. D		16,782.21	4,126.29	2,641.28		602,400.00				625,951.78	18,753.04
Minneapolis & St. L		118,431.51	64,200.17			1,453,687.50		402,421.87		2,038,834.05	118,751.21
M. R. R. & T. B. Co											
Omaha & St. Louis		27,030.15	16,033.79			190,000.00				233,135.94	34,330.27
Pra. du Chi. & McG											
Sioux City & North'n		33,525.30	387.65	17,716.81		90,000.00		35,606.18		183,235.84	36,685.09
Tabor & Northern	15,507.43		340.15	602.21		11,300.32	17.00			27,767.11	
Union Pacific											
Wabash	625,339.28	1,065,137.33	309,271.10	165,215.98		374,611.50		348,037.98		2,975,633.17	478,873.80
Winona & Southw'n	181,073.66	7,433.75				169,340.00		12,675.15		370,521.54	
NARROW GAUGE R'DS											
Burl. & Northwest'n	22,037.10	15,753.48	179 85	297.41		183,104.00		888.28		222,260.12	
Burl. & Western	118,342.16	4,960.91	573.45	124.87		379,834.03		.80		503,836.19	
Des Moines & I., C	693,549 90	5,055.97	4,567.08	725.34					32,336.83	736,195.78	824.25
Total	$ 11,810,980.39	$6,397,459.59	$3,929,839.54	$ 837,023.98	$ 448,797.50	$ 10,119,495.83	$ 33,161.50	$2,563,697.62	$6,853,122.99	$ 42,987,588.94	$9,399,179.11

*$1,562,434.50 of this amount is for dividends declared, payable July 5, 1894.

TABLE No. XXV—SURPLUS.

RAILROADS.	Surplus at commencement of year.	Surplus at close of year.	Amount invested in railroad stocks.	Amount of its own stock or bonds owned by the company.	Amount absorbed in construction.	Amount in material and balances from other roads.	Amount invested in railroad bonds.
Ames & College	$	$	$	$	$	$	$
Albia & Centerville							
Boone Valley							
Burlington, Cedar Rapids & Northern	1,299,318.48	1,469,067.79	1,735,000 00	63,000.00	2,858.28	373,876.59	
Chicago, Burlington & Quincy	25,303,382 31	25,354,611.27					
Chicago, Burlington & Kansas City							
Kansas City, St. Joseph & Council Bluffs	1,939,202.36	1,934,868.02	21,000.00				
St. Louis, Keokuk & Northwestern	165,221.94	81,920.66					
Chicago, Ft. Madison & Des Moines							
Chicago, Iowa & Dakota							
Chicago Great Western		8,097.54	442,273.01	146,300.00			
Chicago, Milwaukee & St. Paul	6,487,899.05	6,501,049.08		3,995,370.00			
Chicago, Rock Island & Pacific							
Chicago & Northwestern	7,890,941.32	7,896,951.26	201,126.50	227,500.00	6,035,894.24	1,454,130.52	
Chicago, St. Paul, Minneapolis & Omaha	1,765,125.54	2,226,090.70	612,800.00	4,250,886.65		952,900.26	112,000.00
Sioux City & Pacific							
Chicago, Santa Fe & California							
Crooked Creek							18,000 00
Des Moines Northern & Western	25,895.78	3,926.72					460,500.00
Dubuque & Sioux City	93,937.82	148,145.65	5 80	100,000.00			
Des Moines Union							
Humeston & Shenandoah	16,926.53	11,329.44			9,482.30	1,847.22	
Iowa Central	136,991.46	282,419.46		5,932,307.15		134,995.33	
Iowa Northern		773.06					
Keokuk & Western	44,271.25	49,866.80				29,480.25	
Mason City & Ft. Dodge							
Minneapolis & St. Louis							
Mississippi River R. R. & T. Bridge Co							
Omaha & St. Louis	201,936.22	147,686.96					
Prairie du Chien & McGregor							
Sioux City & Northern							
Tabor & Northern							
Union Pacific							
Wabash	254,301.35	283,326.00	2,611,008.00				325,056.54
Winona & Southwestern							
NARROW GAUGE ROADS.							
Burlington & Northwestern							
Burlington & Western							
Des Moines & Kansas City	27,405.61	2,886.42					
Total	$ 45,583,059.72	$ 46,652,737.87	$ 5,623,213.31	$ 14,756,563.80	$ 6,048,234.82	$ 2,947,130.57	$ 935,556.54

TABLE No. XXVI—MILEAGE.

RAILROADS.	Miles—Main line.	Main Line—Iowa.	Double track—Main line.	Double track in Iowa.	Branches owned.	Branches owned in Iowa.	Total road owned.	Total road owned in Iowa.	Sidings and other tr'ks not before enumer'td	Sidings and other tr'ks not before enumer'td in Iowa.	Rails in Iowa exclusive of sidings. Steel	Rails in Iowa exclusive of sidings. Iron.	We'ght per yard. Steel	We'ght per yard. Iron.	Gauge.
Ames & College	1.98	1.98	......	......	......	......	1.98	1.98	.07	.07	......	......	......	......	4.8½
Albia & Centerville	24.10	24.10	......	......	......	......	24.10	24.10	1.02	1.02	5.50	18.6	60	54	4.8½
Boone Valley	3.00	3.00	......	......	......	......	......	3	......	......	......	......	......	......	4.8½
Burl., Cedar Rapids & Northern	253.21	240.64	......	......	204.34	204.34	1,134.29	938.55	159.21	141.25	909.21	48.64	65	52	4.8½
Chicago, Burlington & Quincy	830.09	278.83	x 294.70	86.11	4,615.71	471.39	5,446.70	750.22	1,445.46	309.70	572.06	178.16	70	...	4.8½
Chicago, Burl. & Kansas City	180.99	77.64	......	......	......	......	180.99	77.64	15.13	15.13	77.64	......	46	...	4.8½
Kansas City, St. Jo. & C. Bluffs	193.23	49.65	1.96	......	119.21	7.75	312.44	51.82	69.74	9.52	53.09	4.31	60	52	4.8½
St. L., Keokuk & Northwestern	166.28	2.99	25.15	......	59.14	48.59	225.42	51.58	......	......	13.36	38.22	56	48	4.8½
Chicago, Ft. Madison & D. Moines	71.00	71.00	......	......	......	......	71.00	71.00	7.50	7.50	71.00	......	60	...	4.8½
Chicago, Iowa & Dakota	26.50	26.50	......	......	......	......	26.50	26.50	3.00	3.00	26.50	......	54	...	4.8½
Chicago Great Western	712.84	371.00	4.40	......	125.83	94.43	838.67	465.43	138.76	65.50	462.88	2.55	60	50	4.8½
Chicago, Milwaukee & St. Paul	6,147.77	1,553.25	207.07	4.01	......	......	6,147.77	1,553.25	1,330.13	301.43	1,379.10	174.15	69	60	4.8½
Chicago, Rock Island & Pacific	499.62	317.64	185.37	12.47	2,381.08	442.80	2,880.70	1,066.40	659.80	180.10	655.76	104.68	70	56	4.8½
Chicago & Northwestern	491.00	353.12	386.48	82.52	3,291.29	810.00	3,782.29	1,163.12	1,381.55	272.40	1,073.92	89.20	70	55	4.8½
Chi., St. P., Minneapolis & O	882.31	57.11	23.70	......	529.45	17.44	1,411.76	74.55	384.37	23.08	56.17	18.38	65	...	4.8½
Sioux City & Pacific	107.42	80.47	......	......	......	......	107.42	80.47	30.47	24.71	78.02	2.45	60	56	4.8½
Chicago, Santa Fe & California	439.94	19.86	3.17	......	52.40	......	492.34	19.86	190.31	37.50	19.86	......	70	54	4.8½
Crooked Creek	23.27	23.27	......	......	......	......	23.27	23.27	1	1	18.07	5.2	...	...	4.8½
Des Moines, Northern & Western	150.00	150.00	......	......	......	......	150.00	150.00	8.47	8.47	150.00	8.47	68	56	4.8½
Dubuque & Sioux City	326.58	326.58	......	......	197.43	171.08	524.01	573.24	95.60	91.34	521.01	......	60	...	4.8½
Des Moines Union	2.7	2.7	2	2	......	......	2.7	2.7	10	10	2.7	......	...	...	4.8½
Humeston & Shenandoah	95.45	95.45	......	......	......	......	95.45	95.45	8.70	8.70	13.10	82.35	60	56	4.8½
Iowa Central	373.26	284.60	......	......	129.64	129.64	502.91	414.25	87.54	65.34	296.11	118.14	60	56	4.8½
Keithsburg Bridge	......	......	......	......	......	......	......	1.48	......	......	......	......	...	...	......
Iowa Northern	5.93	......	......	......	......	1.00	6.93	6.93	1.00	1.00	5.00	1.93	60	56	4.8½
Keokuk & Western	142.80	73.08	......	......	......	......	142.80	73.08	20.99	14.47	73.08	......	60	...	4.8½
Mason City & Ft. Dodge	88.4	88.4	......	......	3.60	3.6	92.00	92.00	6.16	6.16	92.00	......	56	40	4.8½
Minneapolis & St. Louis	260.60	135.80	6.60	......	95.00	1.80	368.10	137.60	78.30	13.02	137.60	......	60	...	4.8½
Miss. River R. R. & T. Bridge Co	.61	.10	......	......	......	......	.61	.10	......	......	.10	......	71	...	4.8½
Omaha & St. Louis	145.00	67.00	......	......	......	......	145.00	67.00	22.17	13.70	67.00	......	56	...	4.8½
Prairie du Chien & McGregor	2.00	......	......	......	......	......	2.00	.25	......	......	......	......	...	...	4.8½
Sioux City & Northern	96.00	76.70	......	......	......	......	96.00	76.70	13.47	9.78	76.70	......	60	...	4.8½
Tabor & Northern	8.79	8.79	......	......	......	......	8.79	8.79	......	......	1	7.79	45	35	4.8½
Union Pacific	......	2.36	1.53	1.53	1.72	1.72	......	4.08	......	23.90	......	......	...	...	4.8½
Wabash	1,594.00	110.10	......	......	......	......	1,594.00	86.70	341.20	12.97	43.30	......	63	...	4.8½
Winona & Southwestern	114.5	23.5	......	......	......	......	114.50	23.50	13.06	2.75	23.5	......	60	...	4.8½
Burlington & Mo. Riv	......	......	......	......	......	......	......	3.86	......	......	......	......	...	...	......
NARROW GAUGE ROADS															
Burlington & Northwestern	38.73	38.73	......	......	......	......	38.73	38.73	3.48	3.48	21.98	20.23	50	30	3.00
Burlington & Western	70.70	70.70	......	......	......	......	70.70	70.70	......	3.00	.78	69.92	48	35	3.00
Des Moines & Kansas City	112.00	100.00	......	......	......	......	112.00	100.00	2.63	2.63	57.00	43.00	56	45	3.00
Total	14,683.50	5,206.64	1,142.13	188.64	11,805.84	2,405.58	27,174.81	8,489.88	6,533.29	1,682.55	7,057.80	1,036.37	...	...	......

x From report of 1893.

TABLE No. XXVII—MILEAGE—Continued.

STATIONS AND TELEGRAPH OFFICES.

RAILROADS*	Operated under lease or contract. Miles in Iowa.	Operated under lease or contract. Miles in other states.	Operated under lease or contract. Total.	Total miles operated.	Total miles operated in Iowa not rep'td by any other Co.	Miles operated under trackage rights.	Stations and telegraph offices. No. of stations on road owned	Stations on road owned in Iowa.	No. of stations on road operated.	No. of stations on road operated in Iowa.	No. of telegraph stations in Iowa.
Ames & College	......	......	......	1.98	1.98	......	2	2	2	2	......
Albia & Centerville	......	......	......	24.10	24.10	......	3	3	3	3	3
Boone Valley	......	......	......	3.00	3.00	......	2	2	2	2	......
Burlington, Cedar Rapids & Northern	524.96	175.74	700.70	1,134.29	*970.94	19.84	176	154	172	156	136
Chicago, Burlington & Quincy	29.55	119.33	148.88	5,596.58	750.22	102.52	789	134	789	134	101
Chicago, Burlington & Kansas City	40.17	......	40.17	221.16	77.64	40.17	34	16	38	20	16
Kansas City, St. Joseph & Council Bluffs	1.50	3.63	5.13	310.13	51.82	5.13	55	10	55	10	7
St. Louis, Keokuk & Northwestern	.77	7.20	7.97	2.33	51.58	7.97	41	14	42	15	8
Chicago, Ft. Madison & Des Moines	......	......	......	71.00	71.00	......	21	21	21	21	8
Chicago, Iowa & Dakota	......	......	......	26.50	26.50	......	7	7	7	7	5
Chicago Great Western	......	......	......	838.67	465.43	83.78	173	87	201	87	78
Chicago, Milwaukee & St. Paul	......	......	......	6,147.77	1,553.25	38.21	911	298	911	298	232
Chicago, Rock Island & Pacific	305.96	46.70	352.66	5,033.36	1,066.40	337.47	413	120	470	170	151
Chicago & Northwestern	......	......	......	5,030.78	1,163.12	......	659	195	802	195	188
Chicago, St. Paul, Minneapolis & O	27.50	42.09	69.59	1,492.23	74.55	27.50	272	15	290	19	17
Sioux City & Pacific	......	......	......	107.42	80.47	......	16	12	16	12	12
Chicago, Santa Fe & California	......	22.93	22.93	545.27	19.86	20.81	134	5	104	4	4
Crooked Creek	......	......	......	23.27	23.27	......	5	5	5	5	......
Des Moines Northern & Western	......	......	......	151.00	150.00	1	35	35	35	35	23
Dubuque & Sioux City	75.58	......	75.58	399.59	573.24	......	90	84	102	96	95
Des Moines Union	......	......	......	2.70	2.70	......	2	2	2	2	2
Humeston & Shenandoah	......	......	......	95.45	95.45	17.08	15	15	15	15	......
Iowa Central	1.47	1.10	2.57	297.60	†404.34	3.50	92	73	90	71	66
Iowa Northern	......	......	......	6.93	6.93	......	......	......	1	1	......
Keokuk & Western	......	......	......	142.80	73.08	5.17	27	17	28	18	18
Mason City & Ft. Dodge	......	......	......	92.00	92.00	......	14	14	14	14	14
Minneapolis & St. Louis	137.60	242.60	380.20	367.70	137.60	12.10	56	20	56	20	20
Mississippi R. R. & T. Bridge Co	......	......	......	.61	.10	......	......	......	......	......	......
Omaha & St. Louis	......	......	......	145.00	67.00	......	29	14	29	14	10
Prairie du Chien & McGregor	......	......	......	......	.25	......	......	......	......	......	......
Sioux City & Northern	1.28	......	1.28	97.28	76.70	......	16	12	16	12	12
Tabor & Northern	......	......	......	8.79	8.79	......	2	2	2	2	......
Union Pacific	......	......	......	......	4.08	......	......	......	......	......	......
Wabash	......	211	211.00	1,978.80	86.70	38.00	308	21	465	21	14
Winona & Southwestern	......	......	......	114.50	23.50	......	29	4	29	4	3
Burlington & Missouri River	......	......	......	......	3.86	......	......	......	......	......	......
NARROW GAUGE ROADS.											
Burlington & Northwestern	13.77	......	13.77	52.5	38.73	......	10	10	12	12	10
Burlington & Western	33.50	......	33.50	70.70	70.70	104.2	15	15	21	21	13
Des Moines & Kansas City	......	......	......	112.00	100.00	......	19	18	19	18	13
Total	1,193.61	872.32	2,065.93	29,114.79	8,489.88	864.45	4,562	1,456	4,866	1,536	1,299

*The Burlington, Cedar Rapids & Northern reports 11.39 leased from Iowa Central. † Includes 1.472 Keithsburg bridge leased.

TABBE No. XXVIII—EMPLOYES AND SALARIES.

RAILROADS.	General Officers. Number.	General Officers. Total yearly compensation.	General Officers. Av. daily compensation.	Gen. Office Clerks. Number.	Gen. Office Clerks. Total yearly compensation.	Gen. Office Clerks. Av. daily compensation.	Station Agents. Number.	Station Agents. Total yearly compensation.	Station Agents. Av. daily compensation.	Other Station Men. Number.	Other Station Men. Total yearly compensation.	Other Station Men. Av. daily compensation.	Enginemen. Number.	Enginemen. Total yearly compensation.	Enginemen. Av. daily compensation.
		$	$		$	$		$	$		$	$		$	$
Ames & College															
Albia & Centerville							2	1,058.65	1.69	1	60.00				
Boone Valley													1		
Burl., Cedar Rapids & Northern	b 21	54,887.37	8.71	92	58,961.47	2.05	172	97,448.16	1.81	183	78,676.65	1.35	125	140,850.00	3.60
Chicago, Burlington & Quincy	132	505,258.87	10.49	745	628,330.49	2.69	702	427,088.60	1.67	1,598	770,152.94	1.53	905	986,324.50	2.99
Chicago, Burl. & Kansas City	e 23	4,000.00		e 163	6,614.50		24	14,652.00	1.86	6	1,560.00	.87	10	13,247.40	3.59
Kansas City, St. Jo. & C. Bluffs	e	27,460.10			31,434.63		48	28,680.60	1.66	84	42,457.80	1.49	50	58,944.00	3.37
St. L., Keokuk & Northwestern	e	21,190.40			35,025.55		31	18,141.60	1.61	187	85,082.04	1.45	47	58,106.40	3.69
Chicago, Ft. Madison & Des Moines	4	4,851.43	3.33	1	344.45	1.10	10	5,2[illegible]9.06	1.43				a 4	4,088.41	2.13
Chicago, Iowa & Dakota	2	3,089.99	4.93	2	641.45	1.02	5	2,526.60	1.61	1	240.00	.79	2	1,718.80	2.74
Chicago Great Western	14	68,916.00	15.75	127	98,349.60	2.11	152	88,176.00	1.59	198	98,850.00	1.36	126	170,102.40	3.68
Chicago, Milwaukee & St. Paul	48	270,450.00	15.44	c 436	380,821.38	2.07	911	482,0[illegible]8.27	1.69	1,072	609,097.88	1.82	912	1,062,170.78	3.72
Chicago, Rock Island & Pacific	10	83,399.76	26.65	d 377	361,470.36	2.55	467	290,181.84	1.99	1,037	601,170.84	1.85	568	702,160.56	4.29
Chicago & Northwestern	28	179,866.26	20.52	593	398,316.79	2.52	728	478,756.47	2.10	2,377	1,213,652.06	1.63	1,170	1,301,995.48	3.55
Chicago, St. P., Minneapolis & O	24	106,216.78	12.13	158	101,722.86	2.08	174	121,006.25	2.22	404	227,898.28	1.80	250	279,915.58	3.58
Sioux City & Pacific	17	5,801.88	1.09	23	17,530.04	2.48	17	12,636.00	2.37	44	25,174.65	1.82	15	19,326.81	4.11
Chicago, Santa Fe & California	13	46,541.31		15	27,300.00	5.05	94	56,974.80	1.74	223	135,717.72	1.34	170	213,122.40	4.84
Crooked Creek	1	1,260.00	3.84	1	800.00	2.55	1	124.50					1	1,141.53	3.13
Des Moines Northern & Western	6	9,180.16	4.19	8	5,353.57	1.73	25	13,061.55	1.44	6	2,778.00	1.29	8	10,255.88	3.93
Dubuque & Sioux City	12	30,801.98	8.20	86	58,465.53	2.15	101	59,845.52	1.64	49	24,001.87	1.30	75	92,287.81	3.82
Des Moines Union	2	2,800.08	3.81	1	600.00	1.64				58	20,864.14	1.46	61	2,613.60	2.70
Humeston & Shenandoah	5	9,999.84	6.39	3	2,158.83	2.30	14	8,322.51	1.89	1	198.00		4	4,954.47	3.80
Iowa Central	9	27,318.28	9.69	50	32,877.89	2.10	95	42,629.18	1.24	60	39,924.45	1.82	42	57,799.10	3.77
Iowa Northern	1	600.00	1.92										1	990.00	3.07
Keokuk & Western	10	17,740.00	5.67	11	7,065.17	2.22	28	12,371.36	1.41	21	11,973.55	1.79	12	14,607.65	5.62
Mason City & Ft. Dodge	4	6,129.96	4.20	4	2,309.11	1.58	12	6,420.00	1.46	1	84.00		3	3,580.52	2.99
Minneapolis & St. Louis	6	19,835.25	10.56	11	8,021.89	2.50	18	10,190.00	1.81	5	1,950.00	1.25	11	12,662.25	3.50
Miss. River R. R. & T. Bridge Co.															
Omaha & St. Louis	5	16,300.00	10.42	12	9,862.00	2.54	27	18,516.15	1.88	17	9,002.00	1.45	28	20,425.24	5.00
Prairie du Chien & McGregor	3	20,000.00	18.26												
Sioux City & Northern	11	10,848.29	3.79	15	8,366.65	1.85	14	5,562.99	1.35	17	6,582.04	1.39	9	7,970.32	3.45
Tabor & Northern	6														
Union Pacific															
Wabash	34	140,125.59	13.17	257	215,369.01	2.68	366	218,126.16	1.9	828	450,302.65	1.74	440	558,546.92	4.06
Winona & Southwestern	5	6,400.00	3.50	2	1,500.00	2.06	19	11,736.72	1.70				5	6,113.75	3.35
NARROW GAUGE ROADS.															
Burlington & Northwestern	3	1,799.95	3.84	6	1,534.20	1.63	8	3,242.50	1.29	2	294.00		3	1,484.05	1.72
Burlington & Western	3	1,799.95	3.84	6	1,514.20	1.63	14	5,424.72	1.24	1	440.00	1.41	5	3,591.25	2.29
Des Moines & Kansas City	1	1,800.00	5.75	3	1,981.94	2.11	16	5,304.00	1.05	3	720.00	.77	5	4,500.00	2.88
Total	463	$1,706,609.40		3,098	$2,508,206.82		4,294	$2,545,428.26		9,112	$1,458,634.56		5,068	$5,875,573.56	

e General officers and general office clerks are paid by H. & St. J. and apportioned among the C. B. & K. C., S. L., K. & N. W. and K. C., St. J. & C. B. a Includes firemen. b Includes 17 other officers. c Includes 23 "other officers" with av. daily comp. of $8.26. d Includes 30 "other officers," av. daily comp. $9.05.

TABLE No. XXIX—EMPLOYES AND SALARIES—CONTINUED.

RAILROADS.	Firemen. Number.	Firemen. Total yearly compensation.	Firemen. Av. daily compensation.	Conductors. Number.	Conductors. Total yearly compensation.	Conductors. Av. daily compensation.	Other Trainmen. Number.	Other Trainmen. Total yearly compensation.	Other Trainmen. Av. daily compensation.	Machinists. Number.	Machinists. Total yearly compensation.	Machinists. Av. daily compensation.	Carpenters. Number.	Carpenters. Total yearly compensation.	Carpenters. Av. daily compensation.
		$	$		$	$		$	$		$	$		$	
Ames & College															
Albia & Centerville															
Boone Valley	1			1			1								
Burl., Cedar Rapids & Northern	125	84,118.75	2.15	88	79,906.60	2.90	185	110,019.50	1.90	100	67,921.00	2.17	194	119,015.12	1.96
Chicago, Burlington & Quincy	899	56[illegible],544.12	1.72	607	621,274.41	2.80	1,298	786,588.72	1.66	916	555,008.24	1.94	1,101	632,154.59	1.83
Chicago, Burl. & Kansas City	10	7,086.00	1.95	8	12,471.24	4.05	84	10,911.84	2.29				8	4,929.00	2.00
Kansas City, St. Jo. & C. Bluffs	50	35,469.24	2.16	31	50,842.60	4.48	67	39,405.00	1.65	42	31,707.36	2.41	39	27,693.60	2.35
St. L., Keokuk & Northwestern	47	33,677.44	1.76	30	27,534.80	3.49	40	31,547.76	2.18	1	1,074.00	2.54	35	25,284.40	2.30
Chicago, Ft. Madison & Des Moines							5	3,192.85	2.13	5	3,090.85	1.83			
Chicago, Iowa & Dakota	2	864.00	1.38	1	648.00	2.07	2	826.00	1.31						
Chicago Great Western	126	99,057.60	2.15	85	100,090.80	3.22	170	120,336.00	1.93	91	65,477.40	2.29	124	75,766.84	1.94
Chicago, Milwaukee & St. Paul	922	662,910.81	2.30	697	705,476.77	3.23	1,504	863,514.11	1.83	571	486,510.52	2.72	636	455,945.87	2.29
Chicago, Rock Island & Pacific	551	467,854.44	2.71	387	469,324.68	3.87	771	582,841.80	2.42	795	418,078.32	2.63	746	452,977.20	2.13
Chicago & Northwestern	1,308	885,975.41	2.16	785	829,226.28	3.37	1,652	1,085,607.17	2.09	716	412,648.39	1.84	1,157	661,317.22	1.82
Chicago, St. P., Minneapolis & O	250	170,979.77	2.19	155	165,819.57	3.42	350	229,817.00	2.19	267	145,785.21	1.97	344	198,3[illegible]6.69	1.84
Sioux City & Pacific	15	12,686.92	2.70	12	13,082.58	3.48	25	15,509.52	1.98	49	35,558.27	2.18	66	42,837.65	2.67
Chicago, Santa Fe & California	184	130,53[illegible].48	2.82	103	132,132.24	3.11	283	192,111.24	2.03	62	40,218.60	2.70	39	19,032.00	2.24
Crooked Creek	1	5[illegible]0.00	1.75	1	600.00	1.92									
Des Moines Northern & Western	8	6,238.68	2.39	7	6,616.64	2.82	10	5,790.73	1.76						
Dubuque & Sioux City	78	53,012.66	1.98	44	56,874.45	3.62	101	76,737.19	2.06	130	57,620.48	2.52	24	12,976.73	2.19
Des Moines Union	85	1,694.00	1.75							148	9,058.05	2.56	28	1,460.06	2.09
Humeston & Shenandoah	4	2,879.96	2.21	3	3,064.96	3.18	6	3,487.50	1.86	4	3,017.49	2.57	14	8,326.69	1.97
Iowa Central	42	3[illegible],427.16	2.18	41	48,218.21	3.22	84	56,947.24	1.86	34	22,118.80	2.05	43	29,817.10	2.14
Iowa Northern	1	480.00	1.53	1	600.00	1.92	2	960.00	1.53						
Keokuk & Western	12	8,219.90	3.17	9	7,939.20	2.91	4	7,974.48	1.46	6	4,226.40	2.25	14	8,730.72	2.08
Mason City & Ft. Dodge	3	2,255.96	1.88	3	2,636.58	2.66	5	2,493.53	1.82	3	2,045.40	2.52	7	3,584.59	1.94
Minneapolis & St. Louis	11	7,847.75	2.16	6	6,480.00	3.25	14	9,300.00	2.00	2	1,925.10	2.84	9	6,873.48	2.44
Miss. River R. R. & T. Bridge Co.															
Omaha & St. Louis	33	11,593.14	2.75	20	10,214.82	3.50	44	14,234.81	2.32	9	6,102.34	2.49	2	1,230.32	2.43
Prairie du Chien & McGregor															
Sioux City & Northern	9	4,732.68	2.05	6	4,707.85	3.03	10	4,741.67	1.76	8	4,197.80	2.34	5	2,715.76	2.26
Tabor & Northern	1			1											
Union Pacific															
Wabash	454	325,470.59	2.29	274	304,408.74	3.55	581	389,124.24	2.19	421	253,560.66	1.92	288	292,987.77	2.25
Winona & Southwestern	5	3,650.00	2.00	4	4,578.40	3.41	5	3,230.25	1.77	1	917.00	2.50	5	4,518.00	2.50
NARROW GAUGE ROADS.															
Burlington & Northwestern	3	1,117.60	1.19	1	571.45	1.82	3	1,224.85	1.30	3	2,445.15	2.60	5	3,364.75	2.15
Burlington & Western	5	2,819.80	1.80	5	2,859.15	1.88	10	3,924.10	1.25				2	1,665.00	2.50
Des Moines & Kansas City	5	2,400.00	1.54	4	2,940.00	2.35				4	3,130.00	2.50	8	5,321.00	2.50
Total	5,250	$3,623,133.87		3,420	$3,681,541.32		7,316	$4,662,394.01		4,058	$2,631,312.83		3,953	$3,008,922.02	

TABLE NO. XXX.—EMPLOYES AND SALARIES—CONTINUED.

RAILROADS	OTHER SHOP MEN			SECTION FOREMEN			OTHER TRACK MEN			SWITCHMEN, FLAGMEN AND WATCHMEN			TELEGRAPH OP'RS, RS AND DISPATCHERS		
	Number	Total yearly compensation	Av. daily compensation	Number	Total yearly compensation	Av. daily compensation	Number	Total yearly compensation	Av. daily compensation	Number	Total yearly compensation	Av. daily compensation	Number	Total yearly compensation	Av. daily compensation
Ames & College		$	$	4	$ 2,634.40	$ 1.62	18	$ 6,475.45	$ 1.15				1	$ 220.30	
Albia & Centerville				1			2								
Boone Valley															
Burl., Cedar Rapids & Northern	402	198,863.08	1.58	184	87,529.84	1.51	585	228,881.25	1.25	93	57,382.38	2.04	84	58,631.16	2.23
Chicago, Burlington & Quincy	3,252	1,594,828.50	1.57	973	524,771.16	1.48	3,780	1,283,338.93	1.08	1,069	686,903.91	1.76	458	304,682.34	1.82
Chicago, Burl. & Kansas City	3	1,609.80	1.52	32	16,111.10	1.39	70	22,991.40	1.04				2	1,644.00	2.28
Kansas City, St. Jo. & C. Bluffs	218	102,252.20	1.50	69	36,494.40	1.46	234	80,937.60	1.10	45	37,092.80	2.31	30	21,947.40	2.01
St. L., Keokuk & Northwestern	49	29,668.80	1.70	48	24,661.80	1.40	179	57,063.00	1.03	14	9,109.28	1.68	14	24,068.64	1.91
Chicago, Ft. Madison & Des Moines	3	1,338.09	1.50				29	12,598.66	1.38				1	223.30	
Chicago, Iowa & Dakota				3	1,530.00	1.62	13	4,972.41	1.25						
Chicago Great Western	178	119,244.80	2.13	145	69,610.00	1.32	482	195,808.80	1.30	104	79,977.00	2.46	78	50,010.00	1.75
Chicago, Milwaukee & St. Paul	2,230	1,241,666.16	1.70	1,025	683,314.58	2.13	3,122	1,293,094.45	1.32	1,080	634,251.98	1.88	799	516,329.91	2.09
Chicago, Rock Island & Pacific	1,232	648,039.60	1.74	581	335,258.40	1.84	2,942	1,117,675.92	1.21	694	489,468.16	2.25	368	258,808.64	2.41
Chicago & Northwestern	2,704	1,298,279.34	1.52	870	479,354.75	1.76	3,403	1,358,625.44	1.37	1,343	823,119.74	1.95	455	298,035.78	2.09
Chicago, St. P., Minneapolis & O	147	93,324.15	2.03	254	144,130.24	1.82	818	325,612.49	1.36	188	147,850.67	2.51	144	99,425.68	2.21
Sioux City & Pacific	189	103,949.46	1.74	19	9,660.00	1.62	59	22,240.72	1.42	28	18,203.42	2.07	12	7,919.40	1.92
Chicago, Santa Fe & California	518	248,714.40	1.65	114	56,054.40	1.49	1,145	393,198.64	1.26	181	111,939.96	2.04	62	38,500.00	3.00
Crooked Creek	1	480.00	1.33	2	960.00	1.53	5	1,361.66	1.25						
Des Moines Northern & Western				25	12,750.87	1.40	60	22,266.03	1.18				2	1,982.83	2.72
Dubuque & Sioux City	29	20,158.58	1.33	101	51,602.88	1.58	388	111,093.18	1.19	47	27,480.88	1.82	53	32,060.62	1.50
Des Moines Union	373	10,668.70	1.31	1	720.00	1.98	274	4,405.24	1.18	296	12,966.49	1.78	1	600.00	1.64
Humeston & Shenandoah	12	6,896.58	1.85	18	9,712.80	1.72	36	12,379.82	1.10				2	2,040.00	3.36
Iowa Central	168	95,179.90	1.81	91	44,413.00	1.56	208	84,716.15	1.30	97	18,305.45	2.22	34	18,118.49	1.46
Iowa Northern				1	540.00	1.72	5	2,397.50	1.50						
Keokuk & Western	49	22,627.89	1.53	28	13,788.00	1.76	100	39,837.88	1.50	6	4,786.36	2.32	6	10,174.69	2.03
Mason City & Ft. Dodge	14	5,253.67	1.28	15	8,195.00	1.49	58	13,511.78	1.20				2	960.00	1.33
Minneapolis & St. Louis	4	1,781.40	1.43	27	14,580.00	1.72	58	19,969.40	1.10	4	3,000.00	2.28	8	4,680.00	1.76
Miss. River R. R. & T. Bridge Co.															
Omaha & St. Louis	43	21,740.69	1.62	23	12,720.00	1.39	64	24,541.63	1.10	11	8,445.93	2.40	9	6,783.33	1.92
Prairie du Chien & McGregor															
Sioux City & Northern	15	12,575.97	2.11	15	7,613.27	1.48	46	10,633.76	1.33	7	4,188.90	1.37	18	3,580.88	1.61
Tabor & Northern				1			4			1					
Union Pacific															
Wabash	1,181	627,799.32	1.70	331	186,980.00	1.80	1,336	503,400.07	1.39	523	257,510.27	2.18	292	187,535.91	2.05
Winona & Southwestern	3	2,190.00	2.00	19	10,488.00	1.50	21	8,352 24	1.25	4	2,036.00	1.40	1	730.00	2.00
NARROW GAUGE ROADS.															
Burlington & Northwestern	15	5,399.23	1.15	7	3,067.40	1.40	20	7,451.90	1.19	1	469.50	1.50	1	457.50	2.93
Burlington & Western	4	1,741.88	1.39	12	6,000.00	1.67	18	6,491.50	1.15	1	469.50	1.50	1	457.50	2.91
Des Moines & Kansas City	6	7,992.60	4.20	18	8,840.00	1.56	25	6,637.41	1.06	4	1,089.00	1.35	1	600.00	1.81
Total	13,142	$6,519,779.17		5,056	$2,802,673.99		19,574	$7,136,747.69		5,761	$3,548,197.55		2,889	$ 1,951,473.30	

TABLE No. XXXI—EMPLOYES AND SALARIES—CONTINUED.

RAILROADS.	ALL OTHER EMPLOYES AND LABORERS.			TOTAL INCLUDING GENERAL OFFICERS.			TOTAL EXCLUDING GENERAL OFFICERS.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College		$	$		$	$		$	$
Albia & Centerville	2	1,238.65	1.98	28	11,090.45	1.37	28	11,090.45	1.37
Boone Valley									
Burlington, Cedar Rapids & Northern	137	78,043.42	1.82	2,779	1,691,883.73	1 84	2,765	1,583,284.73	1.82
Chicago, Burlington & Quincy	770	392,317.86	1.59	19,211	11,252,360.89	1.76	19,079	10,747,102.02	1.70
Chicago, Burlington & Quincy	17	8,509.80	1.65	459	126,338.84		273	115,724.28	1.71
Kansas City, St. Joseph & Council Bluffs	167	93,254.76		1,144	745,113.49		1,144	686,218.80	1.73
St. Louis, Keokuk & Northwestern	158	79,485.60	1.60	900	567,148.51		900	510,932.56	
Chicago, Ft. Madison & Des Moines				61	34,623.80		57	29,782.37	
Chicago, Iowa & Dakota				33	17,066.65	1.66	31	13,966.65	1.45
Chicago Great Western	267	229,032.00	1.71	2,573	1,729,375.26	1.95	2,566	1,660,459.20	1.88
Chicago Milwaukee & St. Paul	4,172	2,266,690.06	1.74	20,228	13,614,458.61	1.98	20,180	12,343,983.61	1.93
Chicago, Rock Island & Pacific	6 452	358,458.80	2.21	11,918	7,651,192.23	2.09	11,908	7,507,792.56	2.07
Chicago & Northwestern	1,155	760,620.02	2.10	26,354	12,465,494.60	1.85	20,206	12,705,628.94	1.93
Chicago, St. Paul, Minneapolis & O	512	280,533.13	1.81	4,389	2,849,044.93	2.06	4,365	2,742,828.15	2.00
Sioux City & Pacific	24	22,684.15	2.01	603	381,211.47	2.01	588	374,469.59	2.03
Chicago, Santa Fe & California	317	157,432.56	2.00	3,023	1,802,529.75	1.99	4,610	1,845,988.44	
Crooked Creek				14	7,207.69	1.90	13	6,007.69	1.75
Des Moines Northern & Western	22	13,958.14	1.88	187	110,288.08	1.74	181	101,087.92	1.65
Dubuque & Sioux City	299	190,658.25	1.59	1,617	976,004.56	1.85	1,605	925,392.58	1.80
Des Moines Union	196	7,675.35	1.70	1,092	78,124 69	1.65	2,049	72,724.69	1.62
Humeston & Shenandoah	3	1,645.00	1.73	129	79,284.47	1.96	124	69,284.63	1.79
Iowa Central	70	47,311.80	2.16	1,098	666,211.20	1.92	1,089	671,895.92	1.89
Iowa Northern				12	6,537.50		11	5,937.50	
Keokuk & Western	7	2,947.05	1.69	340	180,928.27	1.95	335	171,328.27	1.88
Mason City & Ft. Dodge	1	1,500.00	4 11	135	61,962.50	1 66	131	54,932.34	1.56
Minneapolis & St. Louis	10	4,848.60	1.45	204	134,618.02	2.07	198	114,782.77	1.82
Mississippi River R. R. & T. Bridge Co.									
Omaha & St. Louis	56	34,465.59	1.78	406	238,105.90	2.00	400	209,895.99	1.89
Prairie du Chien & McGregor				23	36,669 00	4.36	20	16,669 00	2.28
Sioux City & Northern	32	10,806.36	1.73	227	109,786.99	1.86	226	98,998.73	1.77
Tabor & Northern				16			10		
Union Pacific									
Wabash	909	468,267.37	2.46	8,215	5,260,515.47	2.10	8,181	5,259,380.88	
Winona & Southwestern	4	2,268.00	1.25	96	60,408.36		92	61,838.36	
NARROW GAUGE ROADS.									
Burlington & Northwestern				81	33,924.05	1.45	78	32,154.10	1.38
Burlington & Western				87	39,216.85	1.54	84	37,416.60	1.49
Des Moines & Kansas City	16	5,321.00	1.10	119	58,877.35		118	57,077.35	
Total	9,575	$ 5,500,571.43		103,365	$ 62,222,858.78		102,750	$ 60,486,605.05	

a Of which there are 64 employes who average $1.62 per day. Includes 186 general officers, general office clerks apportioned among four lines.

TABLE No. XXXII—EMPLOYES AND SALARIES—Continued.

DISTRIBUTION OF SAME.

RAILROADS.	General administration.	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.	Total including general officers—Iowa. Number.	Total yearly compensation.	Average daily compensation.	Total excluding general officers—Iowa. Number.	Total yearly compensation.	Average daily compensation.
Ames & College	$ ...	$ ...	$ ...	$ ...	...	$ ...	$ ...	...	$ ...	$ ...
Albia & Centerville	...	9,409.85	...	1,680.60	28	11,090.45	1.27	28	11,090.45	1.27
Boone Valley	...	...	...	...	...	...	...	...	...	...
Burl., Cedar Rapids & Northern	113,851.84	411,466.67	355,065.20	720,700.02	2,770	1,601,083.73	1.84	2,766	1,583,283.73	1.82
Chicago, Burlington & Quincy	1,133,589.36	2,567,670.54	2,277,242.69	5,273,858.30	3,887	2,046,034.37	1.59	3,880	2,029,234.37	1.59
Chicago, Burl. & Kansas City	10,614.56	52,542.00	1,609.80	61,572.48	106	65,103.64	...	106	65,103.64	...
Kansas City, St. Jo. & C. Bluffs	58,894.73	237,479.76	133,909.56	514,829.48	102	42,472.20	...	102	42,472.20	...
St. L., Keokuk & Northwestern	56,215.95	107,069.20	106,658.40	297,264.96	48	22,014.96	...	48	22,014.96	...
Chicago, Ft. Madison & Des Moines	5,195.88	12,568.66	4,338.94	12,500.32	61	34,633.80	...	57	20,782.37	...
Chicago, Iowa & Dakota	...	...	...	...	33	17,0?6.65	1.66	31	13,966.66	1.45
Chicago Great Western	240,118.80	329,109.00	285,580.20	874,567.20	930	568,078.44	1.94	930	568,078.44	1.94
Chicago, Milwaukee & St. Paul	1,261,441.36	2,901,319.73	1,706,020.71	6,095,649.81	5,057	3,153,608.40	1.98	5,045	3,085,995.90	1.95
Chicago, Rock Island & Pacific	515,469.96	1,542,224.64	1,608,381.44	3,985,120.28	3,718	2,349,546.00	2.05	3,718	2,349,546.00	2.05
Chicago & Northwestern	592,686.96	2,586,427.80	1,448,251.91	7,837,127.16	4,593	2,8?0,977.21	...	4,591	2,814,377.21	1.96
Chicago, St. P., Minneapolis & O	257,396.24	624,435.07	396,352.72	1,570,920.90	325	203,008.63	2.00	325	203,008.63	2.00
Sioux City & Pacific	23,331.92	54,318.58	106,098.99	197,461.98	513	320,373.05	2.00	513	320,373.05	2.00
Chicago, Santa Fe & California	22,791.72	475,373.88	310,065.00	1,037,757.84	854	550,626.60	...	854	550,626.60	...
Crooked Creek	1,200.00	2,321.66	...	3,686.03	14	7,207.69	1.90	13	6,007.69	1.73
Des Moines Northern & Western	15,885.73	44,010.95	1,837.62	49,033.78	187	110,268.08	1.74	181	101,087.92	1.65
Dubuque & Sioux City	89,207.51	332,700.32	92,679.97	421,416.76	1,617	926,004.56	1.85	1,605	925,202.58	1.80
Des Moines Union	3,400.00	5,125.24	21,186.87	46,412.58	2,052	76,124.69	1.69	2,049	72,724.69	1.62
Humeston & Shenandoah	8,678.67	29,595.00	11,427.84	29,582.96	129	79,284.47	1.96	124	69,284.63	1.79
Iowa Central	60,196.17	166,216.79	104,426.42	368,374.82	864	551,779.90	1.93	855	524,461.62	1.85
Iowa Northern	600.00	2,937.50	...	3,000.00	12	6,537.50	...	11	5,937.50	...
Keokuk & Western	20,105.17	48,697.69	33,800.25	78,525.16	173	92,324.42	1.95	171	97,271.42	1.88
Mason City & Ft. Dodge	8,439.27	24,737.37	10,455.07	18,430.59	135	61,062.30	1.66	131	54,902.34	1.56
Minneapolis & St. Louis	28,457.14	41,422.88	8,598.00	56,180.00	204	184,618.02	2.07	198	114,782.77	1.82
Miss. River R. R. & T. Bridge Co.	...	...	...	...	...	...	...	...	...	...
Omaha & St. Louis	26,687.00	71,200.22	29,063.35	99,155.42	186	104,008.76	2.00	185	96,510.76	1.89
Prairie du Chien & McGregor	...	...	...	...	3	4,583.50	4.36	2	2,083.62	2.28
Sioux City & Northern	19,214.94	20,964.79	16,733.77	52,873.49	237	109,786.99	1.86	226	98,938.70	1.77
Tabor & Northern	...	...	...	...	...	...	...	...	...	...
Union Pacific	...	...	...	...	...	...	...	...	...	...
Wabash	357,746.59	965,549.61	918,029.35	3,163,189.92	205	134,987.88	2.10	204	131,484.74	...
Winona & Southwestern	9,100.00	19,402.10	11,360.00	29,546.26	11	15,379.83	...	11	7,779.83	...
NARROW GAUGE ROADS.										
Burlington & Northwestern	3,334.15	10,988.80	11,209.15	8,391.95	81	33,924.05	1.42	78	32,124.10	1.38
Burlington & Western	3,334.15	15,898.38	...	10,984.02	87	39,216.55	1.54	84	37,416.60	1.49
Des Moines & Kansas City	3,781.94	22,543.94	9,784.92	22,766.55	96	55,933.49	...	95	54,153.49	...
Total	$ 4,945,809.71	$13,734,694.62	$10,079,628.14	$23,341,562.30	29,308	$16,378,740.81	...	29,215	$16,121,110.21	...

TABLE No. XXXIII—BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA.

RAILROADS.	Wooden truss over 100 feet in length. Number.	Aggregate length.	Combination truss over 100 feet in length. Number.	Aggregate length.	Iron and steel truss over 100 feet in length. Number.	Aggregate length.	Iron and steel truss under 100 ft. in length. Number.	Aggregate length.	Wooden trestle and pile. Number.	Aggregate length.	Iron trestles. Number.	Aggregate length.	Arch c'lverts and viad'cts. With 20 ft. opening or more.	Less than 20 feet.	Box culverts. Timber.	Stone.	Cattle guards.
Ames & College	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Albia & Centerville	...	...	1	100	...	...	...	...	15	2,321	...	...	...	14	49	...	91
Boone Valley	...	...	...	...	...	...	...	...	4	60	...	...	...	...	7	...	4
Burl., Cedar Rapids & Northern	28	6,677	8	1,145	78	2,709	683	46,671	1	269	...	...	1	31	774	1,089	1,687
Chicago, Burlington & Quincy	27	2,868	...	...	40	7,600	90	3,253	841	76,865	7	1,996	2	15	695	+ 502	1,443
Chicago, Burl., & Kansas City	8	1,636	1	60	...	...	...	...	111	11,174	...	...	...	...	116	5	138
Kansas City, St. Jo. & C. Bluffs	...	...	...	...	...	...	3	105	...	...	...	...	...	...	4	...	84
St. L., Keokuk & Northwestern	4	300	...	...	1	478	...	...	41	3,903	...	...	...	...	95	...	51
Chicago, Ft. Madison & Des Moines	...	...	...	...	...	...	...	...	63	8,804	...	...	...	...	60	...	178
Chicago, Iowa & Dakota	1	...	1	...	1	...	...	...	...	...	...	...	...	...	...	...	...
Chicago Great Western	...	...	...	...	15	2,400	17	1,330	655	80,291	...	...	...	...	672 *	54	852
Chicago, Milwaukee & St. Paul	100	12,184	...	...	10	2,699	24	1,254	2,460	187,900	5	2,582	...	13	1,488	220	2,622
Chicago, Rock Island & Pacific	1	114	15	2,787	43	11,214	118	4,863	1,510	165,818	...	...	8	115	474	305	1,795
Chicago & Northwestern	9	1,557	16	3,086	22	4,283	30	2,422	1,881	141,591	...	...	7	33	652	114	1,345
Chicago, St. P., Minneapolis & O.	...	...	...	...	1	180	...	...	125	7,032	...	...	...	...	4	18	113
Sioux City & Pacific	...	...	2	340	...	...	...	...	53	4,684	...	...	...	...	4	...	147
Chicago, Santa Fe & California	2	253	...	...	1	918	...	...	18	2,283	...	...	...	...	16	...	17
Crooked Creek	4	850	...	...	...	...	...	...	14	650	...	...	...	...	10	...	...
Des Moines Northern & Western	...	...	1	350	2	378	1	50	158	12,981	1	1,541	...	...	142	...	274
Dubuque & Sioux City	12	2,401	...	...	31	4,353	...	...	713	51,698	...	...	...	...	19	...	...
Des Moines Union	...	...	...	...	1	407	...	...	1	15	...	...	...	...	...	...	...
Humeston & Shenandoah	...	...	4	532	...	...	...	...	137	19,163	...	...	...	...	233	...	162
Iowa Central	6	840	1	100	15	2,229	8	555	388	48,763	...	...	...	3	619	9	798
Iowa Northern	...	...	...	...	...	...	...	...	9	1,712	...	...	...	...	...	...	13
Keokuk & Western	1	134	...	...	1	962	...	...	82	6,801	...	...	...	...	...	...	...
Mason City & Ft. Dodge	2	480	...	...	...	...	...	...	169	8,644	...	...	...	...	...	3	135
Minneapolis & St. Louis	1	165	1	160	...	...	...	...	100	9,995	...	...	...	...	215	37	240
Miss. River R. R. & T. Bridge Co.	...	...	...	...	1	3,239	...	...	...	...	...	...	...	...	...	...	...
Omaha & St. Louis	2	262	...	...	...	...	...	...	188	12,141	...	...	...	...	38	1	108
Prairie Du Chien & McGregor	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Sioux City & Northern	...	...	...	...	...	...	...	...	114	19,122	...	...	...	...	59	...	76
Tabor & Northern	...	...	...	...	...	...	1	...	12	1,056	...	...	...	...	12	...	27
Union Pacific	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Wabash	10	1,369	...	...	2	1,102	...	...	255	21,105	...	...	...	...	123	3	116
Winona & Southwestern	...	...	...	...	...	...	...	...	1	76	...	...	...	...	...	...	35
NARROW GAUGE ROADS.																	
Burlington & Northwestern	...	...	...	...	...	...	1	80	22	2,096	...	...	...	3	9	44	156
Burlington & Western	...	...	...	...	2	496	1	26	39	7,158	...	...	...	39	33	33	...
Des Moines & Kansas City	6	743	...	...	...	...	...	...	120	9,176	...	...	...	...	257	...	206
Total	234	22,813	49	8,660	267	45,768	977	60,598	10,425	865,312	13	6,029	18	266	6,879	2,427	12,915

* Of which 21 are "iron pipe." + Of which 112 are iron.

TABLE No. XXXIV—RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

RAILROADS.	Amount of timber used in renewal of wooden bridges during the year.	Lineal ft. of trestle w'k replaced with earth during the year.	TIMBER CULVERTS REPLACED. With stone.	With sewer pipe.	With iron pipe.	No. of years trestle and pile bridges last in Iowa.	No. of years wooden truss bridges last in Iowa.	TRACK SECTIONS. Number in Iowa.	Average length.	Average No. of men in each.	NEW TIES LAID IN IOWA. Number.	Av. number per mile.	Av. price of each—cts.	NEW STEEL R'L'S. LAID DURING YEAR. Tons.	Miles.	Track laid with new rails during y'r in Ia.—miles.	AV. YEARS STEEL R'LS LAST IN IA. Main lines.	Branches.	Average years ties last in Ia.
Ames & College																			
Albia & Centerville	26,400					10	9	4	6.00	4	5,252	218	36	101.17	1.05	1			9.
Boone Valley																			
Burlington, Cedar Rap. & N.	382,724	616	*20	34	4	10	10	158	6.01	3	375,801	3,020	50	4,478 60	39.50	39.5	12		8.75
Chicago, Burlington & Quincy	1,859,476	2,072			5	9	14	171	5.00	4	337,720	430		3,743.58	33.18	33.2	8	15	8.
Chicago, Bur. & K. C.	24,293	345			6	10	18	13	6.00	3	23,687	365	36				20		8.
K. C., St. Jo. & Co. Bluffs	108,141	444				10	18	11	5.	3	13,176	230	45	3.00	.70	.3	16		8.
St. Louis, Keokuk & N.	120,656					10	18	9	5.	3	11,522	224	36				13	25	8.
Chi., Ft. Madison & Des M.								8	9.00	3									
Chicago, Iowa & Dakota								3	9.00	3			48						7.
Chicago Great Western	326,615						12	72	6.27	5	224,033	481	50				7	11	7.00
Chicago, Mil. & St. Paul	2,000,000	3,683		13	108	8	9	250	6.00	5	469,488	303	28	3,734.00	29.00	29.0	9	14	7.00
Chicago, Rock Island & Pacific		2,259	9		16	9	10	180	6.00	6	379,768	356	47	5,102.27	40.70	40.7	9	13	7.00
Chicago & Northwestern	1,698,144	3,276	10		11	10	10	225	5.20	5	630,843	542	44	4,384.05	35.82	35.8	10	15	8.50
Chicago, St. Paul Minn. & O.						10	10	12	6.18	4	33,890	418	61				12		8.
Sioux City & Pacific	11,072	365			5	10	12	14	5.75	3	11,648	145	57	1.13	.09				10.
Chicago, Santa Fe & Cal.	173,290	223				7	7	4	5.00	10	21,898	1,103					11		6.
Crooked Creek								2	12.40	4	4,229	173	50				20		6.
Des Moines Northern & W.	565,776	1,865			8	9		24	6 20	4	27,000	180	50	150 00	2.81	2.8	15	15	8.
Dubuque & Sioux City	50,435				19	6	7	35	6.	4	213,694	377	42	1,543.00			15	25	10.
Des Moines Union	2,500							1	2.70	12	3,488	1,292	50	52.00	.50	.5			
Humeston & Shenandoah	323,678	96						18	5 30	3	14,310	150	35	97.05	1.00	1.			7.
Iowa Central	509,449					8	10	60	7.00	4	127,494	312	45	840 72	8.50	8.5	10	15	7.
Iowa Northern						10		1	6.93	6			60	301.00	.66	.6			
Keokuk & Western						10	10	13	5.80	4	39,001	534	36						10.
Mason City & Ft. Dodge	6,248	24				9	9	14	6 50	4	44,741	480	37	120.00	1.64	1.6			6.
Minneapolis & St. Louis	291,281		37			10	10	27	5.	2	69,230		40				10	10	8.
Miss. River R. R. & T. B. Co.																			
Omaha & St. Louis						10	10	12	5.50	3	14,448	2,627	48						
Prairie du Chien & McGregor																			
Sioux City & Northern								11	7.00	2	7,791	101	54						
Tabor & Northern								1	8.79	4	200	22	35	38.27					
Union Pacific																			
Wabash	367,565					8	8	12	7 16	4	22,013	253	42				15		8.
Winona & Southwestern								4	5.50	3									
NARROW GAUGE ROADS.																			
Burlington & Northwestern								6	6.33	5	6,081	150	25	375 76	4.98	5.			
Burlington & Western								11	6.4	2	16,171	229	25	55.00	.78	.8			
Des Moines & Kansas City	33,000					12	11	13	6.	2	23,204	207	45						8.00
Totals	9,030,685	14,668	76	47	243			1469			2,171,727			25,146 60	200.84	200.3			

*Timber.

TABLE No. XXXV—HIGHWAY CROSSINGS AND FENCING.

RAILROADS.	HIGHWAY CROSSINGS. At grade.	With gates and flagmen.	Over track.	Under track.	21 feet above track.	Less than 21 feet above track.	FENCING IN IOWA. Number of miles.	Average cost per rod.	Total cost.	Miles built during year.	Total miles needed to fence track.
Ames & College								$	$		
Albia & Centerville	30			1			20	.40	2,502 00		
Boone Valley											
Burl., Cedar Rapids & Northern	1,036	22	4	3		4	1,803	1.00	605,984.00	15	
Chicago, Burlington & Quincy	767	13	24	27	8	16	1,306	.85	446,816 00	3.05	
Chicago, Burl. & Kansas City	60			1			144	.95	43,776.00		
Kansas City, St. Jo. & C. Bluffs	[illegible]						94	1.45	43,848.00		
St. L., Keokuk & Northwestern	28		2		1		60	.88	[illegible]		[illegible]
Chicago, Ft. Madison & Des Moines	103		2	1	1		138		26,496.00	19	4
Chicago, Iowa & Dakota	20			1		1	56	.50	8,960.00		
Chicago Great Western	538	7	6	10		6	860	.67	190,547.31		
Chicago, Milwaukee & St. Paul	1,880	24	36	44	36	4	2,882	.31	298,250 00	44.56	141.92
Chicago, Rock Island & Pacific	1,009	36	41	45	7	54	1,932		371,043.84	105.98	
Chicago & Northwestern	1,257	28	14	31	4	33	1,068		339,151.36		
Chicago, St. P., Minneapolis & O.	84	3	1		1		123	.75	29,736.00		
Sioux City & Pacific	100	6					160		31,488.00		
Chicago, Santa Fe & California	14		1	2	1		30	.60	7,208.24		
Crooked Creek							22	.12	900.00	2.50	9
Des Moines Northern & Western	149			4			300		57,600 00	12	
Dubuque & Sioux City			3		1	2	1,030		235,498 64		
Des Moines Union	20	9	1		1						
Humeston & Shenandoah	87		6	16		6	191	.53	32,335.95		
Iowa Central	389	2	4	3	4		816		156,672.00		
Iowa Northern	4						10		1,920.00	4.5	
Keokuk & Western	87		1	4	1		73	1.00	21,924.00		
Mason City & Ft. Dodge	77			1			161	.54	27,309.21		3
Minneapolis & St. Louis	171		2	4		1	271		52,032.00		
Miss. River R. R. & T. Bridge Co.											
Omaha & St. Louis	81		1				124		23,808.00		
Prairie Du Chien & McGregor											
Sioux City & Northern	113	4	2		2		154		29,568.00		
Tabor & Northern	9		1		1		14	.35	1,505.76	2.7	3.6
Union Pacific											
Wabash	63			1			62	.45	8,856.00	2.5	25.2
Winona & Southwestern	17						47		9,024.00		
NARROW GAUGE ROADS.											
Burlington & Northwestern	38			3			32	.66	6,891.81	4	
Burlington & Western	63						55	.80	1,203.80		
Des Moines & Kansas City	120						140	.50	26,880.00	1.78	
Total	8,322	154	152	201	69	107	14,444		$2,980,670.92	216.89	215.92

TABLE NO. XXXVI—ROLLING STOCK

RAILROADS.	NUMBER OF CARS: Passenger	Baggage, mail and express	Parlor and sleeping	Dining	Box freight	Stock	Platform and coal	Others	Total	LOCOMOTIVES: Number	Maximum weight	Average weight	Equipped with air brake	Equipped with driver brake	PASSENGER CARS: Maximum weight—tons	Average weight—tons	With air brake	With Miller platform and buffer	FREIGHT CARS: With air brake	With automatic coupler	Maximum net ton'ge hauled by engine of given w't in Iowa: Wt.	Tonnage
Ames & College																						
Albia & Centerville																						
Boone Valley										1	40		1									
B., C. R. & N.	42	18			3,481	202	658	152	4,553	119	90	70	118	118	34	22	30	30	1,111	2,482	70	300
C., B. & Q.																						
C., B. & K. C.	3	3			51		165	13	233	11	41	36	11	11	25	25	6	6	34	30	36	200
K. C., St. Jo. & C. B.	25	14			767	97	147	48	1,098	45	72	62	44	44	35	27	39	37	196	195	72	600
St. L., K. & N. W.	15	9		1	279	161	86	57	548	27	42	37	27	27	25	24	25	2	118	118	42	600
C., Ft. M. & D. M.	1	2			10	5	10	2	30	2	45	45	3	3	12	12	1	1	25	25	45	150
C., Ia. & Dak.	1	1					12	4	18	2			2	2			2	1				
C. G. W.	44	31		3	3,782	489	598	175	5,082	147	95	75	112	147	38	34	78	78	256	376	89	600
C., M. & St. P.	404	284	69	8	18,604	2,721	5,312	1,624	29,027	835	70	45	633	633	43	39	767	759	6,519	9,462	45	250
C., R. I. & P.	271	91	84	13	10,311	2,985	2,724	445	16,824	564	104	66	457	551	52	28	548	455	5,709	9,017		605
C. & N. W.	627	180	22	9	19,221	2,881	6,895	6,338	36,173	988	105	76	643	920	44	30	885	855	14,100	13,070	60	400
C., St. P., M. & O.	127	65	5	2	6,646	303	2,168	180	9,505	269	111		266	252	35	26	127	127	4,784	4,784	38	625
Sioux City & Pacific	5	8			200	20	46	16	385	12	61	55	11	8	23	22	14	14	215	215	35	400
C., S. F. & C.	4				849		921	379	2,154	17	77	70	68	17	28	24	4	4	130		78	1,300
Crooked Creek					2		18	1	21	2	35	30									35	100
D. M., N. & W.	9	3			102		40	5	150	11	74	69	11	11	28	24	9	8		100	70	400
D. & S. C.	28	17			137	24	38	7	251	55	108	80	35	55	27	24	45	45				
Des Moines Union										2	72	72		2								
Humeston & S.	2	2			12	16	46	8	80	18	38	37	8				4	4			38	280
Iowa Central	27	3			1,308	47	794	63	2,301	66	70	50	60	64	24	24	30	30	2	721	60	375
Iowa Northern							1	1	2	1	35	35		1							35	300
Keokuk & Western	9	2			511	155	255	21	951	14	75	70	12	2	27	20	9	9	91		43	260
Mason City & Ft Dodge	5	1			35	8	80	2	132	6	30	30	5	5	20	20	6	1			30	300
M. & St. L.	28	15			1,551	71	663	61	2,384	68	39	35	56	12			38	38		358		
Miss. R. R. R. & T. B. Co																						
Omaha & St. Louis	5	4			313	49	72	30	463	15	43	44	15	15			9	9			44	320
P. du C. & McG.																						
Sioux City & N.	6	3			219	100	100	56	484	11	60	54	11		15	15	9	5			60	400
Tabor & Northern	1	1							2	1	33	33	1	1	13	13					30	
Union Pacific																						
Wabash	156	100	45	12	6,416	1,136	5,507	458	13,870	418	91	65	327	407	43	28	317	313	1,360	2,648	81	730
Winona & Southwestern	4	2			204		94	40	344	7			7				4	4	104	100		
NARROW GAUGE ROADS																						
Burlington & N. W.	4	1			101	6	8	1	121				2	2			2				27	280
Burlington & Western	5	2			115	22	129	2	273				2	2			2	2				
D. M. & K. C.	6	4			84	34	78	8	214	9			9	9			10					
Total	1,857	866	225	48	75,361	10,922	27,656	10,236	127,171	3,745			3,277	3,322			3,039	2,847	34,754	43,711		

TABLE No. XXXVII—TRAIN MILEAGE, WEIGHT OF TRAINS, ETC.

RAILROADS.	MILES RUN BY TRAINS: Passenger.	Freight.	Switching.	Construction and repairs.	Others.	Totals.	Number of cars in passenger trains.	Net weight of passenger trains.	Number of cars in freight trains.	Net weight of freight trains.	Number of tons of freight in train.	Number of tons in each car in car lots.	Number of tons in each car in less than car lots.
Ames & College													
Albia & Centerville		18,030		800	122	19,012	1	24	18		191		
Boone Valley													
Burl., Cedar Rapids & Northern	1,087,555	1,830,690	287,329	1,800	157,700	3,461,973	3.7	80	15	155	240	15	10
Chicago, Burlington & Quincy	7,558,601	12,184,191				19,742,792	5	150	18	190	155	10	10
Chicago, Burl. & Kansas City	162,065	243,000				405,065	2.9	72	13	159	87		
Kansas City, St. Jo & C. Bluffs	[illegible]	[illegible]	[illegible]	37,562		1,308,847	5.1	140	[illegible]	*	203		
St. L., Keokuk & Northwestern	571,148	283,709	171,478	251,928		1,280,518	1.5	[illegible]	[illegible]	270	222		
Chicago, Ft. Madison & Des Moines	48,891	49,416				98,307	2	60	6				
Chicago, Iowa & Dakota	8,979	20,210		3,298		29,148							
Chicago Great Western	1,258,852	1,667,664	479,401	44,929	117,206	3,080,552	4.2	129	20	199	180		
Chicago, Milwaukee & St. Paul	7,848,428	12,469,482	987,204	575,700	4,411,140	26,692,470	6	180	22	230	161	10	10
Chicago, Rock Island & Pacific	6,235,751	11,229,422	3,354,799	596,877		21,413,848	5.2	148	16	202	111	9	9
Chicago & Northwestern	9,505,550	16,197,507	6,728,742	608,019		33,044,808	4.9	147	18	307	123		10.8
Chicago, St. P., Minneapolis & O.	1,931,043	3,264,075	1,345,079	139,728		6,679,925	5.5		19		151		
Sioux City & Pacific	172,218	112,464	36,413	1,818		339,913	5	110	20	225	158		
Chicago, Santa Fe & California	1,150,745	2,677,642	726,315	92,730		4,647,432	6	140	22	374		11	
Crooked Creek													
Des Moines Northern & Western	180,922	105,340		11,600		295,872	5	141	10		73	10	10
Dubuque & Sioux City	807,961	1,103,074	292,283	11,074		2,273,802	4.6	192	17	210	119	7	7
Des Moines Union													
Humeston & Shenandoah	71,806	68,798	6,850	3,748		150,797	2		11		137	10	
Iowa Central	477,573	948,354	222,441	19,721		1,668,089	2.5	63	18		174		
Iowa Northern					11,261	11,261			15		250	17	
Keokuk & Western	168,065	122,589	78,752	1,751		371,157	3	120	16	181	104	17	5
Mason City & Ft. Dodge	55,898	56,017				101,915	2	79	12	166	72	11	11
Minneapolis & St. Louis	450,371	611,172		7,656		1,078,199	4		17		140		
Miss. River R. R. & T. Bridge Co.													
Omaha & St. Louis	89,285	120,165	48,540	3,101		261,091	5		15		142	13	13.4
Prairie Du Chien & McGregor													
Sioux City & Northern	86,966	68,046	40,031	1,878		196,921	3.4	109	19	332	253	12	
Tabor & Northern	11,216	* 12,833				24,049	2	63	4	84	40		
Union Pacific													
Wabash	5,128,272	6,278,003	2,344,611	261,946		13,897,901	4.8		22		175	12	8.1
Winona & Southwestern	74,710	73,710	1,750			149,170	2		11				
NARROW GAUGE ROADS.													
Burlington & Northwestern	5,881	17,427	24,294	600		48,202							
Burlington & Western	67,891	71,533	19,224	1,450		159,918							
Des Moines & Kansas City	94,341	69,656				163,997	2		10		50	7	4
Total	49,271,077	73,304,405	17,722,121	2,644,619	4,697,745	144,589,967							

TABLE No. XXXVIII—PASSENGER TRAFFIC, ETC.

RAILROADS.	NUMBER OF PASSENGERS CARRIED. Through.	Local.	Total.	Carried one mile.	Average distance carried.	Average amount received from each passenger	FARE PER MILE—CTS. Highest.	Lowest.	Average.	Cost of carrying each passenger one mile.
Ames & College						$				
Albia & Centerville	381	6,831	7,212	106,568	14.8	.40	.030	.0150	.0273	.0707
Boone Valley										
Burl., Cedar Rapids & Northern	150,741	616,507	767,248	37,301,722	48.62	1.24	.0350	.0200	.0255	.0223
Chicago, Burlington & Quincy			x 8,273,959	x 265,838,992	32.54	x .61	.03		.0202	
Chicago, Burl. & Kansas City			138,919	3,059,310	22.02	.56			.0258	
Kansas City, St. Jo. & C. Bluffs			466,760	21,434,207	45.92	1.10			.0240	
St. L., Keokuk & Northwestern			138,919	3,059,510	22.02	.56			.0258	
Chicago, Ft. Madison & Des Moines			26,582	710,539	27	.66	.0350	.0100	.0245	
Chicago, Iowa & Dakota			14,191	168,901	12.14	.48			.0181	.0356
Chicago Great Western	31,510	975,767	1,007,277	43,640,424	43.33	.88	.03	.0065	.0203	.0249
Chicago, Milwaukee & St. Paul	205,724	7,716,158	7,921,882	337,133,328	42.56	.95	.01	.01	.0219	
Chicago, Rock Island & Pacific	268,727	5,179,406	5,448,133	305,650,547	56.10	1.06			.0189	
Chicago & Northwestern	469,226	16,234,496	16,703,722	461,011,018	27.59	.58	.04	.02	.0195	.0150
Chicago, St. P., Minneapolis & O			1,607,115	79,980,839	49.77	1.19	.04	.02	.0239	
Sioux City & Pacific	73,745	127,932	201,677	7,489,548	36.77	1.00	.03	.02	.0273	.0237
Chicago, Santa Fe & California	42,875	801,826	844,701	61,825,673	73.19	.70	.03	.005	.0209	.0126
Crooked Creek										
Des Moines Northern & Western	6,769	152,647	159,416	4,224,451	26.00	.69	.03	.0067	.0225	
Dubuque & Sioux City	36,528	581,923	618,481	26,880,923	43.47	1.08	.03	.02	.0248	
Des Moines Union										
Humeston & Shenandoah			43,503	1,152,421	26.5	.68	.03	.015	.0259	
Iowa Central	33,536	414,040	447,576	11,405,862	25.5	.65	.03	.0144	.0254	.0276
Iowa Northern		20,644	20,644	68,812	3.33	.12	.0337	.0337	.0337	
Keokuk & Western			169,166	3,480,767	20.6	.54	.03	.02	.026	
Mason City & Ft. Dodge	10,099	44,891	54,990	1,054,096	19.17	.37	.04	.02	.0295	.0469
Minneapolis & St. Louis			488,435	15,549,906	32	.73			.0228	
Miss. River R. R. & T. Bridge Co.										
Omaha & St. Louis	7,848	40,431	48,279	1,903,160	39.41	.97	.03		.0246	.0205
Prairie du Chien & McGregor										
Sioux City & Northern	7,424	23,841	31,265	1,204,458	38.53	1.06	.03	.02	.0275	.0173
Tabor & Northern										
Union Pacific										
Wabash			3,724,674	210,281,487	56.5	1.06			.0187	.0151
Winona & Southwestern										
NARROW GAUGE ROADS.										
Burlington & Northwestern										
Burlington & Western										
Des Moines & Kansas City			67,376	2,152,530	31.90	.77	.03	.0105	.0242	
Total	1,347,163	32,907,340	49,444,112	2,007,777,261	40.60	.82				

x East of Missouri river.

TABLE No. XXXIX—FREIGHT TRAFFIC.

RAILROADS.	TONS OF FREIGHT CARRIED. Through.	Local.	Total.	Average distance haul of one ton—Miles.	TONS CARRIED ONE MILE. Through.	Local.	Total.	AVERAGE RATE PER TON PER MILE. Thr'gh	Local	All fr'ght.	Av. cost pr ton per mile to move fr'ght	Percentage of fr't between points in Ia.
Ames & College								$	$	$	$	
Albia & Centerville	147,109	341	147,450	18	2,661,453	5,778	2,667,231	.0191	.08	.01235	.00848	
Boone Valley												
Burl., Cedar Rapids & Northern	1,211,835	416,336	1,628,171	153.61	198,584,189	51,542,880	250,017,059	.01131	.01427	.01192	.00775	22.2
Chicago, Burlington & Quincy	a		* 7,575,443	* 144.75			1,072,122,363			.00919		
Chicago, Burl. & Kansas City	a		1,121,535	113.30			123,314,812			.00843		
Kansas City, St. Jo. & C. Bluffs	a		1,142,789	84			95,998,275			.0125		
St. L., Keokuk & Northwestern	a		1,121,535	115.3			129,314,818			.00883		
Chicago, Ft. Madison & Des Moines	a		67,758	96			1,357,416			.0455		
Chicago, Iowa & Dakota	27,441	3,858	31,369		283,325	48,594	431,919	.062	.04	.059	.058	
Chicago Great Western	306,215	927,008	1,233,223	272.11	81,317,382	254,331,389	335,648,771	.00951	.00875	.00821	.00625	13.64
Chicago, Milwaukee & St. Paul	2,444,043	8,350,015	10,794,058	182.5	491,505,709	1,586,363,710	2,077,869,479	.00744	.01128	.01017		
Chicago, Rock Island & Pacific	a		5,903,259	214.416			1,267,895,782			.00989		
Chicago & Northwestern	3,283,997	9,574,823	12,858,820	152	434,324,035	1,227,630,741	1,661,955,376	.0085	.0122	.0108	.00683	24.27
Chicago, St. P., Minneapolis & O.	a		3,068,551	167.13			512,864,413			.01116		
Sioux City & Pacific	394,454	23,653	418,107	43	17,192,477	608,254	17,800,741	.0117	.0467	.0128	.00859	4.40
Chicago, Santa Fe & California	a		1,827,279	234.21			427,961,724			.00412	.00371	00.01
Crooked Creek												
Des Moines Northern & Western	156,218	48,578	204,796	37	5,250,697	2,346,652	7,597,349	.0134	.02551	.02097		
Dubuque & Sioux City	40,666	785,058	825,724	167.38	9,512,232	128,698,840	138,211,072	.00698	.01183	.01170		
Des Moines Union												
Humeston & Shenandoah	a		85,096	61.9			5,263,963			.0152		
Iowa Central	655,294	628,235	1,283,529	127	92,439,933	72,175,096	164,614,859	.00771	.0103	.00924	.00543	
Iowa Northern		203,398	203,398	4		813,592	813,592		.035	.035		100.00
Keokuk & Western	a		222,992	51.4			12,838,423			.01791		
Mason City & Ft. Dodge	a		109,503	27.299			2,989,594			.02228	.01737	
Minneapolis & St. Louis	a		1,047,444	94			98,684,979			.01287		
Miss. River R. R. & T. Bridge Co.												
Omaha & St. Louis	a		290,393	58.8			17,094,591			.00806	.00706	
Prairie Du Chien & McGregor												
Sioux City & Northern	208,508	23,031	231,539	64.78	2,291,948	11,216,176	13,508,124			.01745	.01027	
Tabor & Northern		8,107	8,107	8.79	71,260		71,260	.012		.012		
Union Pacific												
Wabash	a		5,414,894	202.7			1,097,585,279			.00698	.00627	
Winona & Southwestern												
NARROW GAUGE ROADS.												
Burlington & Northwestern												
Burlington & Western												
Des Moines & Kansas City	a		76,926	19.907			1,234,844			.00473		
Total	8,875,980	21,002,651	† 58,938,955		1,335,425,280	3,335,871,621	** 10,882,702,059					

* E of Mo. Riv. a Not divided between through and local. † 29,055,424 not divided. ** 5,502,406,152 not divided.

TABLE No. XL—CAR MILEAGE.

RAILROADS.	MILES RUN. By loaded freight cars. East and south.	By loaded freight cars. West and north.	By empty freight cars. East and south.	By empty freight cars. West and north.	Total freight car mileage.	Percentage of empties hauled of all freight cars hauled. East and south.	West and north.	Speed of trains in Iowa. Passenger.	Freight.
Ames & College	....	....	....	....	....	....	....	....	....
Albia & Centerville	14,357	130,286	104,121	1,921	250,685	87.86	1.45	....	10
Boone Valley	....	....	....	....	....	....	....	....	....
Burl., Cedar Rapids & Northern	12,675,500	13,996,853	4,990,162	3,397,863	35,060,407	19.53	28.24	25	15
Chicago, Burlington & Quincy	90,911,524	90,911,524	36,072,194	36,072,195	253,967,457	....	....	27	14
Chicago, Burl., & Kansas City	1,090,677	1,090,678	498,996	498,967	3,179,318	31.39	31.39	26	14
Kansas City, St. Jo. & C. Bluffs	4,020,823	4,020,821	1,198,617	1,198,628	10,438,917	22.97	22.97	25	12
St. L., Keokuk & Northwestern	5,712,241	5,712,234	1,120,181	1,129,182	13,682,831	16.5	16.50	28	10
Chicago, Ft. Madison & Des Moines	....	....	....	....	....	....	....	23	15
Chicago, Iowa & Dakota	21,346	18,080	4,254	6,309	50,089	....	....	....	....
Chicago Great Western	13,734,947	13,342,215	3,780,773	4,414,628	35,332,563	21.56	24.81	20	18
Chicago, Milwaukee & St. Paul	115,474,054	93,787,639	39,329,838	51,553,984	300,145,515	18.95	35.46	21	12
Chicago, Rock Island & Pacific	71,441,362	56,826,969	18,699,774	33,508,820	180,456,525	20.72	37.09	32	15
Chicago & Northwestern	118,645,271	90,634,936	37,664,591	51,688,601	298,633,399	22.33	37.90	28	13
Chicago, St. P., Minneapolis & O.	23,528,576	23,956,913	7,568,569	8,207,815	63,261,873	24.34	25.52	27	15
Sioux City & Pacific	896,846	780,599	525,393	553,592	2,746,340	37.19	41.49	30	12
Chicago, Santa Fe & California	24,149,506	17,278,763	4,098,115	12,230,714	58,357,098	16.	41.	19	10
Crooked Creek	....	....	....	....	....	....	....	....	....
Des Moines Northern & Western	401,650	349,655	116,717	181,243	1,049,663	22.34	34.14	26	10
Dubuque & Sioux City	7,719,918	7,219,982	2,107,346	2,766,234	19,813,480	23.	28.	27	11
Des Moines Union	....	....	....	....	....	....	....	....	....
Humeston & Shenandoah	207,338	291,003	176,173	95,631	770,145	46.	25.	25	9
Iowa Central	a 5,259,830	6,851,485	3,237,190	7,032,551	17,381,085	38.	23.	24	10
Iowa Northern	23,928	23,928	23,928	23,928	95,712	100.	100.	....	10
Keokuk & Western	687,228	761,040	298,509	268,026	2,014,803	30.	23.	....	....
Mason City & Ft. Dodge	178,399	94,008	36,394	118,301	427,104	46.	46.	24	14
Minneapolis & St. Louis	3,071,371	4,801,738	1,489,666	1,061,965	10,424,768	32.66	18.11	25	12
Miss. River R. R. & T. Bridge Co.	....	....	....	....	....	....	....	....	....
Omaha & St. Louis	549,920	717,799	330,568	132,543	1,730,830	38.2	17.5	23	15
Prairie Du Chien & McGregor	....	....	....	....	....	....	....	....	....
Sioux City & Northern	491,648	478,688	161,846	196,353	1,328,535	5.2	5.2	27	8
Tabor & Northern	....	....	....	....	....	....	....	....	18
Union Pacific	....	....	....	....	....	....	....	....	....
Wabash	45,906,166	45,906,167	21,541,733	21,541,734	135,015,840	....	....	25	15
Winona & Southwestern	....	....	....	....	....	....	....	....	....
NARROW GAUGE ROADS.									
Burlington & Northwestern	....	....	....	....	....	....	....	....	....
Burlington & Western	....	....	....	....	....	....	....	....	....
Des Moines & Kansas City	170,196	156,515	70,852	48,889	446,432	....	....	18	12
Total	542,654,243	480,250,725	170,804,461	234,956,635	1,428,090,964	....	....	....	....

a Includes 91,251 miles run by construction trains.

TABLE XLI—TONNAGE—ENTIRE LINE.

RAILROADS.	PRODUCTS OF AGRICULTURE. Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Cotton.	Fruit and vegetables.	Grass seed.	Broom corn.	Butter, eggs and cheese.
Ames & College	....	....	....	....	....	....	....	....	....	....
Albia & Centerville	216	252	....	75	....	....	140	....	....	....
Boone Valley	....	....	....	....	....	....	....	....	....	....
Burl., Cedar Rapids & Northern	276,867	99,621	11,844	100,856	....	....	22,487	31,366	....	14,929
Chicago, Burlington & Quincy	x	....	....	....	....	....	....	....	....	....
Chicago, Burl., & Kansas City	x	....	....	....	....	....	....	....	....	....
Kansas City, St. Jo. & C. Bluffs	x	....	....	....	....	....	....	....	....	....
St. L., Keokuk & Northwestern	x	....	....	....	....	....	....	....	....	....
Chicago, Ft. Madison & Des Moines	6,626	499	....	198	....	....	328	....	....	2,783
Chicago, Iowa & Dakota	5,138	361	39	1,697	....	....	....	....	....	105
Chicago Great Western	275,905	115,698	49,817	17,909	67	....	15,653	34,025	....	9,907
Chicago, Milwaukee & St. Paul	2,380,307	449,193	146,078	177,482	20,545	....	108,819	e 154,438	....	67,158
Chicago, Rock Island & Pacific	1,215,989	176,535	97,708	127,463	....	....	99,389	25,044	2,960	27,058
Chicago & Northwestern	1,766,350	103,041	127,710	167,778	6,369	642	a 253,823	....	....	48,897
Chicago, St. P., Minneapolis & O.	853,032	253,401	140,565	81,016	1,386	973	31,081	....	....	....
Sioux City & Pacific	135,344	4,356	2,112	10,459	475	....	4,905	....	....	398
Chicago, Santa Fe & California	406,902	50,661	12,681	16,199	....	897	28,630	....	....	....
Crooked Creek	3,443	20	....	199	....	....	....	15	....	....
Des Moines Northern & Western	53,527	2,486	1,536	6,495	....	....	1,653	....	....	b 464
Dubuque & Sioux City	236,809	25,944	....	17,543	716	....	8,411	5,273	....	5,987
Des Moines Union	....	....	....	....	....	....	....	....	....	....
Humeston & Shenandoah	33,021	883	....	698	....	....	1,743	....	....	699
Iowa Central	227,398	14,829	235	21,433	....	....	4,356	....	....	....
Iowa Northern	....	....	....	....	....	....	....	....	....	....
Keokuk & Western	28,395	2,929	527	7,528	168	....	3,272	....	....	....
Mason City & Ft. Dodge	22,862	1,483	....	4,235	....	....	80	c 732	....	d 274
Minneapolis & St. Louis	227,079	96,023	23,856	29,138	....	....	15,240	....	....	....
Miss. River R. R. & T. Bridge Co.	....	....	....	....	....	....	....	....	....	....
Omaha & St. Louis	110,675	1,055	....	498	....	....	3,997	....	....	....
Prairie Du Chien & McGregor	....	....	....	....	....	....	....	....	....	....
Sioux City & Northern	104,430	6,315	6,347	86	....	....	846	....	....	....
Tabor & Northern	1,080	59	....	19	....	....	95	....	....	....
Union Pacific	....	....	....	....	....	....	....	....	....	....
Wabash	1,152,949	92,047	110,915	51,988	6,868	34,663	90,549	....	....	....
Winona & Southwestern	30,387	2,063	5,678	666	....	....	2,252	....	....	....
NARROW GAUGE ROADS.										
Burlington & Northwestern	x	....	....	....	....	....	....	....	....	....
Burlington & Western	x	....	....	....	....	....	....	....	....	....
Des Moines & Kansas City	53,778	1,214	....	348	....	....	42	....	....	....
Total	9,670,968	1,582,643	737,907	841,558	38,314	37,375	677,380	241,001	2,969	173,440

e Includes 116,909 tons of flax seed. x Information not furnished. a Includes grass seed and broom corn. b Of which 367 are "other agricultural products." c 730 tons flax seed. d 190 tons "other farm products."

TABLE No. XLII—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	PRODUCTS OF ANIMALS. Live stock.	Dressed meat.	Other packing house pr'ducts	Poultry, game and fish.	Wool.	Hides and leather.	PRODUCTS OF MINES. Anthracite coal	Bituminous coal.	Coke.	Ores.	Stone, sand, etc	Salt.
Ames & College												
Albia & Centerville	99						41	144,611	15		14	
Boone Valley												
Burl., Cedar Rapids & Northern	138,035		10,113					275,276			54,691	
Chicago, Burlington & Quincy	†											
Chicago, Burl., & Kansas City	†											
Kansas City, St. Jo. & C. Bluffs	†											
St. L., Keokuk & Northwestern	†											
Chicago, Ft. Madison & Des Moines	3,431		1,168	75	37	37	38	4,901			1,978	1,297
Chicago, Iowa & Dakota	2,549					2	1,050	6,445	15		5,218	244
Chicago Great Western	139,036	29,425	2,969	1,749	917	4,897	50,577	100,383	1,282	6,219	17,274	9,421
Chicago, Milwaukee & St. Paul	542,434	89,637	56,483	6,555	6,772	25,044	418,617	941,503	75,273	211,665	298,215	57,433
Chicago, Rock Island & Pacific	604,591	64,696	76,220		5,015	20,306	142,735	928,503	14,062	68,585	248,536	55,495
Chicago & Northwestern	651,802	69,410	91,468	15,585	11,671	31,086	509,179	1,199,161	41,433	2,354,741	411,533	
Chicago, St. P., Minneapolis & O	141,600	4,998	25,956	5,145	962	3,088	136,877	286,267	3,177	5,770	60,119	
Sioux City & Pacific	63,552	292	6,885	676	102	823	11,372	38,359	329	122	9,141	1,445
Chicago, Santa Fe & California	195,229	26,866	34,001	11,657	4,158	10,775	37,328	309,733	4,929	131,942	64,962	9,195
Crooked Creek	258						184	1,442			5,780	
Des Moines Northern & Western	16,026	1,678	2,998	91		175	4,254	36,298	57		6,982	1,116
Dubuque & Sioux City	97,019	31	7,963	1,156	64	2,047	31,750	118,186	466		18,885	7,388
Des Moines Union												
Humeston & Shenandoah	17,422				17	39		39,066			2,065	
Iowa Central	63,369	187	4,856	241		759	25,054	701,518	1,916		23,546	3,420
Iowa Northern								204,398				
Keokuk & Western	20,784	2,600	949	3,180	121	181	855	89,008	129		5,670	
Mason City & Ft. Dodge	1,924		30				2,370	57,542			2,199	361
Minneapolis & St. Louis	19,860	747		3,955		1,417	21,665	120,630	868	5,767	9,091	
Miss. River R. R. & T. Bridge Co.												
Omaha & St. Louis	28,868	6,500		420			9,721	94,491	20,072		601	1,174
Prairie Du Chien & McGregor												
Sioux City & Northern	12,409	46	718	14		87	8,557	21,496	946	132	5,322	417
Tabor & Northern	3,710						65				120	105
Union Pacific												
Wabash	458,899	129,647	64,795		5,288	23,169	153,885	1,135,348	38,656	8,462	118,166	
Winona & Southwestern	4,101			1,329	2	* 212	1,727	3,156			2,504	
NARROW GAUGE ROADS.												
Burlington & Northwestern	†											
Burlington & Western	†											
Des Moines & Kansas City	8,127			196				1,935				329
Total	3,292,174	476,850	385,522	51,774	35,196	124,067	1,347,901	6,860,631	208,625	2,792,823	1,373,297	148,750

† Do not furnish this information. * Includes 79 tons tallow and tankage.

TABLE No. XLIII—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	FOREST PRODUCTS. Lumber.	Ties, logs and cord wood	Telegraph Telephone and electric light poles	MANUFACTURES. Petroleum and other oils.	Sugar.	Iron, pig and bloom.	Iron and steel rails.	Other castings and machinery.	Bar and sheet metal.	Cement and lime.	Brick and tile.
Ames & College								15			22
Albia & Centerville	671										
Boone Valley										29,061	
Burl., Cedar Rapids & Northern	193,664										
Chicago, Burlington & Quincy	z										
Chicago, Burl., & Kansas City	z										
Kansas City, St. Jo. & C. Bluffs	z										
St. L., Keokuk & Northwestern	z			1,018	1,284			754		294	198
Chicago, Ft. Madison & Des Moines	7,277							106		561	244
Chicago, Iowa & Dakota	2,575	124		20,635	20,011	1,038	6,842	4,743	8,014	16,993	
Chicago Great Western	108,061	24,772		165,217		157,438	48,432	30,897	17,100	294,951	
Chicago, Milwaukee & St. Paul	1,200,462	581,040		100,729	122,686		67,506	90,379	61,306	105,405	175,351
Chicago, Rock Island & Pacific	441,496	29,915	713,540	183,707	34,295	70,972	80,648	98,738	129,005	135,282	149,151
Chicago & Northwestern	1,084,215			29,044	13,332	1,145	5,859	7,109	15,701	4,000	49,849
Chicago, St. P., Minneapolis & O.	418,045			2,593	1,904	61		462	371	1,059	11,966
Sioux City & Pacific	49,165	13,070		47,579	4,800	7,004	8,594	16,236	23,248	44,849	
Chicago, Santa Fe & California			81,809							3,335	
Crooked Creek	437	36								10,651	
Des Moines Northern & Western	20,220			2,335	1,402	580	178	1,906	92	23,740	
Dubuque & Sioux City	79,973			11,973	4,233	222		5,487	3,365		3,175
Des Moines Union				342						242	840
Humeston & Shenandoah	4,258	1,042		7,047	4,987	321	2,300	2,500	197		14,660
Iowa Central	51,191										
Iowa Northern								438		2,014	
Keokuk & Western	10,641	a 3,878				76				2,784	
Mason City & Ft. Dodge	4,912	490								75,002	
Minneapolis & St. Louis	239,267			8,815			1,962	12,090	2,859		
Miss. River R. R. & T. Bridge Co.											
Omaha & St. Louis	19,089	7,496		6,804	414			5,196		2,895	
Prairie Du Chien & McGregor											
Sioux City & Northern	20,099			1,651	607	58	131	592	227	2,649	40
Tabor & Northern	1,049	130		80							
Union Pacific											
Wabash	208,040	108,789		68,246	34,219	10,620	5,730	28,867		106,390	
Winona & Southwestern	18,721			255	594			186		1,987	
NARROW GAUGE ROADS.											
Burlington & Northwest rn.	z										
Burlington & Western	z										
Des Moines & Kansas City	3,087	566	40	325		35		190		445	
Total	4,220,879	772,278	795,419	860,480	244,708	258,560	227,992	255,827	369,379	869,478	405,404

z Do not furnish this information. a Includes 2,319 tons hoops and cooperage.

TABLE No. XLIV—TONNAGE—ENTIRE LINE—Concluded.

RAILROADS.	MANUFACTURES. Agricultural implements.	Wagons, carriages, tools, etc.	Wines, liquors and beer.	Household goods and furniture.	Merchandise.	Miscellaneous.	Total tonnage on entire line.	Originating on this road.	Received from other roads.
Ames & College									
Albia & Centerville									
Boone Valley				40	685	344	147,480	78,665	68,785
Burl., Cedar Rapids & Northern	22,692	21,335		16,040	113,193	120,140	1,628,171	963,896	662,275
Chicago, Burlington & Quincy	x						c 7,575,443		
Chicago, Burl. & Kansas City	x								
Kansas City, St. Jo. & C. Bluffs	x								
St. L., Keokuk & Northwestern	x								
Chicago, Ft. Madison & Des Moines	568	37	377	302	1,094	745	37,706	27,909	9,707
Chicago, Iowa & Dakota	65	12		296	2,234	621	30,164	18,205	11,959
Chicago Great Western	2,740	2,963	7,928	7,282	83,874	45,768	1,233,522	979,963	253,569
Chicago, Milwaukee & St. Paul	66,953	18,197	271,376	27,985	858,797	865,572	19,794,008	8,456,281	1,337,777
Chicago, Rock Island & Pacific	53,466	23,425	34,325	47,788	581,414	52,210	5,913,259	a 4,913,259	1,000,000
Chicago & Northwestern	67,784	112,919	216,608	97,266	897,969	630,753	12,858,922	10,740,686	2,118,134
Chicago, St. P., Minneapolis & O.	11,294	3,698	18,091	16,144	201,625	270,282	3,064,551	2,545,081	519,470
Sioux City & Pacific	2,288	2,794	2,270	3,215	28,224	6,679	418,107	204,042	214,065
Chicago, Santa Fe & California	6,071	7,841	17,524	17,416	141,682	37,183	1,817,279	1,242,073	594,206
Crooked Creek				3	439	54	15,695	14,760	806
Des Moines Northern & Western	1,255	608	1,605	1,884	25,407		204,790	130,436	74,360
Dubuque & Sioux City	3,519	1,783	4,484	3,798	22,658	72,949	825,724	571,946	203,778
Des Moines Union									
Humeston & Shenandoah	248				3,698	3,853	85,696	42,548	42,548
Iowa Central	5,611	1,718	2,750	3,485	45,266	55,190	1,261,529	826,322	487,207
Iowa Northern							194,808	201,898	
Keokuk & Western	543		1,440	1,510	15,098	11,530	222,992	185,965	37,027
Mason City & Ft. Dodge			801		2,219	4,028	109,503	95,881	13,622
Minneapolis & St. Louis	6,919	1,483	8,146	2,814	61,668	39,293	1,047,444	606,634	440,810
Miss. River R. R. & T. Bridge Co.									
Omaha & St. Louis	974	482	863		33,537		348,292	91,145	256,147
Prairie Du Chien & McGregor									
Sioux City & Northern	872	118	764	230	5,768	6,294	209,508	146,000	62,508
Tabor & Northern	60			160	762		8,107	5,647	2,460
Union Pacific									
Wabash	7,746	6,724	45,533	14,651	402,953	650,212	3,414,994	2,707,497	2,707,497
Winona & Southwestern	809	464	497	266	1,616	4,321	84,173	68,825	14,348
NARROW GAUGE ROADS.									
Burlington & Northwestern	x								
Burlington & Western	x								
Des Moines & Kansas City	71				2,923	2,776	76,927	71,719	5,207
Total	263,455	206,441	636,521	274,573	3,525,369	3,032,991	55,678,610	36,885,873	11,817,323

a Estimated. x Do not furnish this information. c Not divided.

TABLE No. XLV—TONNAGE—STATE OF IOWA.

RAILROADS.	PRODUCTS OF AGRICULTURE. Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Cotton.	Fruit and vegetables.	Grass seed.	Broom corn.	PRODUCTS OF ANIMALS. Butter, eggs and cheese.	Live stock.	Dressed meats.	Other packing house products.	Poultry, game and fish.	Wool.	Hides and leather.
Ames & College																
Albia & Centerville	216	259		75			140				99					
Boone Valley																
Burlington, C. R. & Northern	366,347	69,399	11,700	100,856			22,474	31,977		14,741	135,324		10,113			
Chicago, Burlington & Quincy *																
Chicago, Burlington & K. C. *																
Kansas City, St. Jo. & C. B. *																
St. Louis, Keokuk & N. W. *																
Chicago, Ft. Madison & D. M.	6,636	490		496			528			2,780	3,431		1,168	75	37	37
Chicago, Iowa & Dakota	5,198	301	28	1,497						105	2,549					2
Chicago Great Western	209,385	113,394	33,315	6,978	37		14,397	22,960		[illegible]	[illegible]	1,677	1,941	1,626	[illegible]	[illegible]
Chicago, Milwaukee & St. Paul	395,067	110,048	26,567	44,271	3,158		27,210	28,689		16,790	155,608	22,414	14,121	1,386	1,862	6,261
Chicago, Rock Island & Pacific																
Chicago & Northwestern	734,709	18,234	12,207	70,995	89		21,671			5,736	258,406	24,089	24,945	4,089	4,138	3,268
Chicago, St. Paul, Min. & O.	78,487	5,953	13,112	1,499		240	3,424				26,703	135	3,178	277	15	66
Sioux City & Pacific	55,440	3,046	1,656	9,687	475		4,272			208	33,991	282	6,102	619	102	310
Chicago, Santa Fe & California	241,729	20,845	2,480	2,474		990	25,385				118,766	15,592	3,255	3,018	2,078	
Crooked Creek	3,443	20		199				15			258					
Des Moines, Northern & West.	55,527	2,489	1,536	6,495			1,853			d 404	16,035	1,578	2,968	97		175
Dubuque & Sioux City	236,869	23,944		17,540	216		8,411	5,207		3,967	97,619	91	7,962	1,156	64	2,047
Des Moines Union																
Humeston & Shenandoah	13,021	993		698			1,743			699	12,422				17	39
Iowa Central	194,518	14,471	189	20,954			4,059				52,381		2,499	241		739
Iowa Northern																
Keokuk & Western	b 14,197	1,467	223	3,764	84		1,656				10,292	1,300	475	1,590	60	91
Mason City & Ft. Dodge	22,862	1,488		4,226			80	c 752		d 271	1,924		39			
Minneapolis & St. Louis	77,674	9,560	1,480	31,216			2,458				9,122	379	601			151
Miss. River R. R. & T. B. Co.																
Omaha & St. Louis	94,673	314		295			3,930				19,013	6,560		189		
Prairie du Chien & McGregor																
Sioux City & Northern	95,981	5,681	6,497	86			816				11,717	46	718	14		87
Tabor & Northern	1,089	50		10			95				3,720					
Union Pacific																
Wabash	28,824	2,301	2,773	1,299	172	866	2,264				11,472	3,381	1,619		132	579
Winona & Southwestern	b 6,684	345	7,244	148			405				698			293	1	47
NARROW GAUGE ROADS.																
Burlington & Northwestern *																
Burlington & Western *																
Des Moines & Kansas City	51,089	1,152		331			40				7,321			186		
Total	3,181,136	448,991	194,961	324,194	6,139	2,096	146,918	98,927	..	53,849	1,051,311	80,454	81,728	16,542	9,132	17,996

b Proportional. c Includes 730 tons of flax seed. d Includes [illegible] tons of other farm products. d Includes [illegible] tons "Other agricultural products." * Do not furnish this information.

TABLE No. XLVI—TONNAGE—STATE OF IOWA—CONTINUED

RAILROADS.	PRODUCTS OF MINES.						FOREST PRODUCTS.			MANUFACTURES.					
	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand, and other like products.	Salt.	Lumber.	Ties, logs, and cord wood.	Telegraph, telephone, and electric light poles.	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other castings and machin'y.	Bar and sheet metal.
Ames & College															
Albia & Centerville	41	144,611	15		14		671							15	
Boone Valley															
Burl., Cedar Rapids & Northern		273,994			53,140		159,211								
Chicago, Burlington & Quincy	*														
Chicago, Burl. & Kansas City	*														
Kansas City, St. Jo. & C. Bluffs	*														
St. L., Keokuk & Northwestern	*														
Chicago, Ft. Madison & Des Moines	38	4,901			1,972	1,207	7,277			1,018	1,244			754	
Chicago, Iowa & Dakota	1,050	6,445	15		5,218	244	2,575	124						100	
Chicago Great Western	40,612	74,670	1,136	5,144	6,267	6,627	82,852	11,696		20,141	19,548	361	6,726	4,073	7,036
Chicago, Milwaukee & St. Paul	104,654	235,876	18,818	52,760	74,554	14,358	300,100	145,272		41,312	10,041	29,359	12,113	9,952	4,275
Chicago, Rock Island & Pacific															
Chicago & Northwestern	12,926	493,794	524	125	30,838	1,616	151,293	21,056		7,577	13,245	3,285	4,824	5,749	6,602
Chicago, St. P., Minneapolis & O	2,152	9,382	115	47	1,085		3,531			802	2,369	114		494	17
Sioux City & Pacific	7,796	28,529	297	67	888	904	44,288	13,404		2,475	1,838	10		419	182
Chicago, Santa Fe & California	17,827	37,858		33	407		56,705			27,157	3,009	3,815	6,520	9,911	15,518
Crooked Creek	184	1,442			5,780		437	36							
Des Moines Northern & Western	4,254	36,298	57		6,982	1,116	20,259			2,335	1,462	580	178	1,306	92
Dubuque & Sioux City	31,750	118,186	406		15,362	7,388	79,073			11,973	4,223	222		5,485	3,365
Des Moines Union															
Humeston & Shenandoah		39,066			2,065		4,258	1,042		342					
Iowa Central	23,011	601,556	1,478		19,785	2,840	47,518			6,856	4,910	264	2,178	2,590	162
Iowa Northern		203,398													
Keokuk & Western	427	44,502	64		2,845		9,821	1,571	367					219	
Mason City & Ft. Dodge	2,379	57,542			2,199	361	4,912	490				76			
Minneapolis & St. Louis	3,424	42,888	13		1,067	4	94,303	1,439		1,042				1,665	97
Miss. River R. R. & T. Bridge Co.															
Omaha & St. Louis	8,797	87,693	20,072		493	660	13,132	3,115		5,945	371			4,422	
Prairie du Chien & McGregor															
Sioux City & Northern	8,682	16,914	918	152	3,115	347	16,664			1,639	607	58	121	582	327
Tabor & Northern	65				120	105	1,040	130		80					
Union Pacific															
Wabash	3,347	28,383	965	211	2,954		6,701	2,719		1,706	855	266	143	722	
Winona & Southwestern	379	693			570		4,120			57	130			27	
NARROW GAUGE ROADS.															
Burlington & Northwestern	*														
Burlington & Western	*														
Des Moines & Kansas City		1,838				313	3,512	538	38	214		24		180	
Total	273,786	2,500,461	44,894	58,545	237,711	38,006	1,114,153	202,872	405	132,671	63,852	48,434	32,803	47,705	37,673

* Do not furnish this information.

TABLE No. XLVII—TONNAGE—STATE OF IOWA—CONCLUDED.

RAILROADS.	MANUFACTURES.						Merchandise.	Miscellaneous.	Total Tonnage—Iowa.	Originating on this road.	Received from other roads.
	Cement and Lime.	Brick and Tile.	Agricultural implements.	Wagons, Carriages, tools, etc.	Wines, liquors and beer.	Household goods and furniture.					
Ames & College											
Albia & Centerville		32				40	885	344	147,455	78,670	68,785
Boone Valley											
Burl., Cedar Rapids & Northern	23,049		23,526	21,384		15,910	113,182	128,707	1,610,344	847,149	763,195
Chicago, Burlington & Quincy	*										
Chicago, Burl. & Kansas City	*										
Kansas City, St. Jo. & C. Bluffs	*										
St. L., Keokuk & Northwestern	*										
Chicago, Ft. Madison & Des Moines	294	196	363	37	377	308	1,091	734	37,596	27,889	9,707
Chicago, Iowa & Dakota	561	214	65	12		293	2,934	691	30,164	18,205	11,959
Chicago Great Western		11,164	2,270	2,878	4,771	5,971	68,874	38,626	920,519	741,632	178,887
Chicago, Milwaukee & St. Paul	74,985		15,739	4,527	67,844	9,496	214,699	191,353	2,698,514	2,364,070	334,444
Chicago, Rock Island & Pacific	*								a 3,371,545		
Chicago & Northwestern	11,682	26,203	9,842	5,840	3,492	21,769	92,749	19,560	2,127,078	1,764,470	362,608
Chicago, St. P., Minneapolis & O	5,110		1,387	353	1,656	2,759	23,448	8,349	195,659	151,385	44,274
Sioux City & Pacific	476	11,870	2,189	2,235	1,604	2,326	20,968	5,053	264,289	136,143	128,146
Chicago, Santa Fe & California		25,094	3,168	3,426	9,507	9,656	117,129	26,675	813,977	16,239	797,738
Crooked Creek		3,535				3	420	54	15,626	14,760	866
Des Moines Northern & Western	10,651		1,255	608	1,605	1,884	25,402		204,796	130,436	74,360
Dubuque & Sioux City	23,740	3,175	3,519	1,783	4,484	3,798	22,658	72,806	822,056	518,278	303,778
Des Moines Union											
Humeston & Shenandoah	242	840	248				3,608	3,833	85,096	42,548	42,548
Iowa Central		13,352	4,786	1,655	3,726	5,173	38,288	48,696	1,118,915	621,004	497,911
Iowa Northern									263,398	263,398	
Keokuk & Western	1,007		272		725	805	7,799	5,765	111,496	92,983	18,513
Mason City & Ft. Dodge	2,784				891		2,209	4,038	109,503	95,881	13,622
Minneapolis & St. Louis		30,872	539	383	875	966	10,684	4,682	336,405	243,555	92,850
Miss. River R. R. & T. Bridge Co.											
Omaha & St. Louis	1,757		841	345	712	17,035			290,392	51,430	238,962
Prairie du Chien & McGregor											
Sioux City & Northern		1,840	824	118	764	230	5,718	6,294	187,537	116,713	70,824
Tabor & Northern		40	60			160	762		8,107	5,647	2,460
Union Pacific											
Wabash	2,659		194	168	1,148	365	10,073	16,256	135,378	67,689	67,689
Winona & Southwestern			181	101	109	55	354	950	17,881	14,880	3,001
NARROW GAUGE ROADS.											
Burlington & Northwestern	*										
Burlington & Western	*										
Des Moines & Kansas City	423		67				2,772	2,637	73,075	68,128	4,947
Total	165,368	137,357	72,587	45,805	102,690	90,029	785,979	585,123	15,986,906	8,433,287	4,182,074

* Do not furnish this information. a From report of 1893.

TABLE No. XLVIII—CONSUMPTION OF FUEL BY LOCOMOTIVES—STATE OF IOWA.

RAILROADS.		Tons of bituminous coal.	Cords of hard wood	Cords of soft wood.	Total fuel—tons.	Miles run.	Average pounds consumed per mile.	AVERAGE PRICE OF FUEL.		
								Soft coal per ton.	WOOD.	
									Hard per cord.	Soft per cord.
								$	$	$
Ames & College										
Albia & Centerville										
Boone Valley										
Burlington, Cedar Rapids & Northern		141,115		2,870	142,550	3,464,973	82.38	1.65		.50
Chicago, Burlington & Quincy	x	751,259	9,846		761,113	17,906,531	82.74	1.44	2.31	
Chicago, Burlington & Kansas City	a	20,687		144	20,759	482,274	86.09	1.47		1.66
Kansas City, St. Joe & Council Bluffs	a	54,208		789	54,602	1,568,721	69.62	1.97		2.39
St. Louis, Keokuk & Northwestern		64,765	400	247	65,135	1,831,620	71.14	1.64	2.50	1.11
Chicago, Ft. Madison & Des Moines		3,222	2	48	3,257	98,407	66	1.70	2.50	3.20
Chicago, Iowa & Dakota		1,736			1,736	38,948	104.00	2.40		
Chicago Great Western		88,151		1,389	88,846	1,692,124	116.90	1.76		2.40
Chicago, Milwaukee & St. Paul		270,504		6,412	276,571	7,169,379	76.32	2.06		1.74
Chicago, Rock Island & Pacific		239,001	5,963		242,976	4,176,907	67.71	1.66	2.83	
Chicago & Northwestern		429,708	3,060	6,124	434,812	9,491,140	92.52	1.83	2.50	2.50
Chicago, St. Paul, Minneapolis & O		16,658		577	16,977	454,654	77.93	2.56		1.00
Sioux City & Pacific		14,243		593	14,406	354,750	80.60	2.49		3.01
Chicago, Santa Fe & California		12,092	292		12,387	249,991	96.60	1.71	2.17	
Crooked Creek		730			730	15,000	98.00	2.00		
Des Moines Northern & Western		11,399		160	11,479	295,272	77.59	1.80		2.85
Dubuque & Sioux City		101,486	3,882		104,074	2,273,892	91.54	1.93	1.98	
Des Moines Union		2,314		33	2,324	59,802	38	1.67		2.72
Humeston & Shenandoah		6,043			6,043	157,007	76.98	1.79		
Iowa Central		65,874	1,584		66,930	1,441,241	92.88	1.35	1.70	
Iowa Northern		870	48		942	11,261	167.00	2.00	4.00	
Keokuk & Western										
Mason City & Ft. Dodge		4,290		53	4,317	145,728	39.25	1.98		2.35
Minneapolis & St. Louis		11,900		393	12,081	293,594	61.59	2.55		2.08
Mississippi River R. R. & T. Bridge Co										
Omaha & St. Louis		9,683	121		9,763	196,436	99.4	1.90	1.75	
Prairie du Chien & McGregor										
Sioux City & Northern		6,344			6,344	216,648	55	5.28		
Tabor & Northern		597		16	612	12,939	94.60			
Union Pacific										
Wabash	a	607,476	10,523		617,999	14,788,826	83	1.73	.45	
Winona & Southwestern		1,309		35	1,309	32,432	80.7	3.35		1.75
NARROW GAUGE ROADS.										
Burlington & Northwestern		1,044		155	1,067	48,202	44.29	1.50		2.00
Burlington & Western		4,741		57	4,827	159,918	60.37	1 50		2.00
Des Moines & Kansas City		5,765	117		5,851	163,997	71.35	1.87	1.75	
Total		2,949,114	35,838	19,981	2,989,788	72,213,171	82.80	$ 1.95	$ 2.50	$ 2.00

a Entire line. x E of Mo. Riv.

TABLE No. XLIX—TONNAGE CROSSING MISSISSIPPI AND MISSOURI RIVER BRIDGES, YEAR ENDING JUNE 30, 1894.

RAILROADS.	MISSISSIPPI RIVER—TONS.				MISSOURI RIVER—TONS.			
	Location of bridge.	East bound.	West bound.	Total.	Location of bridge.	East bound.	West bound.	Total.
Burlington, Cedar Rapids & Northern	Davenport	6,851	6,554	13,405				
Chicago, Burlington & Quincy	Burlington	985,997	997,800	1,983,797	Nebraska City	x 87,493	69,101	156,594
	McGregor	286,174	180,289	466,462	Plattsmouth	x 489,367	554,307	1,043,674
Chicago, Milwaukee & St. Paul	Savannah	953,102	794,633	1,747,735	Omaha	177,718	116,526	294,244
Chicago & Northwestern	Clinton	1,526,021	525,555	2,051,576				
Chicago, Rock Island & Pacific	Davenport	1,464,535	763,993	2,228,528	Omaha			
Chicago Great Western	Dubuque	462,070	199,088	661,158				
Chicago, St. Paul, Minn. & Omaha					Sioux City	196,901	147,769	344,170
Chicago, Santa Fe & California	Fort Madison	348,386	277,457	625,843				
Dubuque & Sioux City	Dubuque	554,607	244,351	798,958				
Iowa Central	Keithsburg	181,094	194,029	375,124				
Sioux City & Pacific					Blair	87,448	66,958	154,406
Union Pacific					Omaha	447,991	252,985	700,976
Toledo, Peoria & Western	Burlington	3,262	87,314	90,576				
	Keokuk	20,107	14,127	34,234				
Totals		6,871,175	4,295,290	10,776,465		1,486,988	1,207,343	2,694,331

x Estimated.

TABLE L—ACCIDENTS.

RAILROADS.	KILLED.																INJURED																
	Passengers.	Employes.	Others.	Total.	Derailment.	Collisions.	Caught in frogs.	Coupling cars.	Falling from train	Getting on & off train	Highway crossings.	Miscellaneous.	Overhead obstruct'n	Steal'g ride	Intoxicated	Trespassers on track.	Passengers.	Employes.	Others.	Total.	Derailment.	Collisions.	Caught in frogs.	Coupling cars.	Falling from train	Getting on & off train	Highway crossings.	Miscellaneous.	Overhead obstruct'n	Steal'g ride	Intoxicati'n	Trespassers on track.	Total.
Ames & College																																	
Albia & Centerville																		2		2								2					2
Boone Valley																																	
Burl., Cedar Rapids & Northern		4	8	12	2			1	1	1	3					4	4	47	3	54	1			13	8	3		27				2	54
Chicago, Burlington & Quincy	3	9	16	28		1		2	2	2	3	5	2	3	2	6	1	5	3	9				2		1		4		2			9
Chicago, Burl. & Kansas City			1	1						1								1	1	2						1					1		2
Kansas City, St. Jo. & C. Bluffs																		3		3				2	1								3
St. L., Keokuk & Northwestern		1	1	2								1		1				1		1								1					1
Chicago, Ft. Madison & Des Moines																	1	1		2						1		1					2
Chicago, Iowa & Dakota																																	
Chicago Great Western		4	4	8	1				2	1	1	1			1	1	2	49	7	58	7			12	6	5	4	19	3		1	1	58
Chicago, Milwaukee & St. Paul		9	8	17	1	3			3			10					9	11	7	27		7		5	1		4	10					27
Chicago, Rock Island & Pacific	1	3	7	11					3		1	1				6	4	8	2	14	4			1	1		2	5	1				14
Chicago & Northwestern	1	12	31	44		4		2	3	8	7	3				17	2	39	12	53	3	6	17		4	10	5	7				2	53
Chicago, St. P., Minneapolis & O			1	1												1		1	3	4						1	2	1					4
Sioux City & Pacific	1	1	1	3	1			1				1					18	41	4	63	19			4		1		37		1		1	63
Chicago, Santa Fe & California	1			1					1									34	1	35	2			2		2		28		1			35
Crooked Creek																																	
Des Moines Northern & Western		2		2					1			1					4	11	3	18				4	3	2	2	7					18
Dubuque & Sioux City		1	7	8					1					1	1	5	6	18	6	30	1	1		10	1	2	3	9	1	1		1	30
Des Moines Union																		14	2	16			2	4	2			6	1		1		16
Humeston & Shenandoah																		1		1				1									1
Iowa Central		2	2	4				1		1		1				1	9	69	3	81	7	1		23	5	3	2	39				1	81
Iowa Northern																																	
Keokuk & Western																																	
Mason City & Ft. Dodge			1	1								1						1		1	1												1
Minneapolis & St. Louis			1	1						1																							
Miss. River R. R. & T. Bridge Co.																																	
Omaha & St. Louis			1	1							1								2	2							2						2
Prairie du Chien & McGregor																																	
Sioux City & Northern																	1	7		8				6				1			1		8
Tabor & Northern																																	
Union Pacific																																	
Wabash																	1	1	2	4	1			1		1				1			4
Winona & Southwestern																																	
NARROW GAUGE ROADS.																																	
Burlington & Northwestern																																	
Burlington & Western																																	
Des Moines & Kansas City																		2	1	3				1	1		1						3
Total	7	48	90	145	5	8		7	17	15	16	25	2	5	4	41	62	367	62	491	46	15	19	91	32	33	27	204	6	6	4	8	491

CONDENSED RETURNS

OF

RAILROAD COMPANIES

FOR THE YEAR ENDING JUNE 30, 1894.

CONDENSED RETURNS OF RAILROAD COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
E. W. Stanton	Ames, Iowa.	W. M. Greeley	Ames, Iowa.
U. S. Fairchild	Clinton, Iowa.	James Wilson	Ames, Iowa.
M. K. Smith	Ames, Iowa.	Geo. H. France	Des Moines, Iowa.
J. L. Budd	Ames, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	E. W. Stanton	Ames, Iowa.
Vice-President	U. S. Fairchild	Clinton, Iowa.
Secretary and Manager	M. K. Smith	Ames, Iowa.
Treasurer	B. J. Sheldon	Ames, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles.
	FROM—	TO—	
Main line	Ames, Iowa.	Agricultural College	1.973
Side track			.093
Total			2.066

ALBIA & CENTERVILLE RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Russell Sage	New York.	F. M. Drake	Centerville, Iowa.
Jno. P. Munn	New York.	E. McNeill	Marshalltown, Iowa.
J. J. Slocum	New York.		

ALBIA & CENTERVILLE RAILWAY COMPANY.—Continued.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	F. M. Drake	Centerville, Iowa.
Vice-President	Russell Sage	New York.
Secretary and Asst. Treasurer	E. S. Benson	Marshalltown, Iowa.
Treasurer and Asst. Secretary	Geo. R. Morse	New York.
General Manager	E. McNeill, *L. M. Martin	Marshalltown, Iowa.
General Superintendent	J. P. O'Brien	Marshalltown, Iowa.
Superintendent	W. H. Voorhirs, *J. K. Redmon	Marshalltown, Iowa.
Assistant Superintendent	None, *W. H. Voorhirs	
Chief Engineer	None	
Superintendent of Telegraph	B. G. Fallis	Marshalltown, Iowa.
General Auditor	E. S. Benson, *H. Gabelman	Marshalltown, Iowa.
General Passenger Agent	T. P. Barry	Marshalltown, Iowa.
General Freight Agent	J. G. Woodworth	Marshalltown, Iowa.
General Solicitor	A. C. Daly	Marshalltown, Iowa.

* Since July 1, 1894.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles.
Main line	Albia, Iowa	Relay, Iowa	24.10
Total			24.10

BOONE VALLEY RAILWAY COMPANY.

DIRECTORS.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Hamilton Browne	Boone, Iowa.	S. T. Meservey	Ft. Dodge, Iowa.
Norman D. Fraser	Chicago, Ill.	O. M. Carpenter	Boone, Iowa.
David R. Fraser	Chicago, Ill.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Hamilton Browne	Fraser, Iowa.
Vice-President	Norman D. Fraser	Fraser, Iowa.
Secretary	G. R. Wheeler	Fraser, Iowa.
Treasurer	S. T. Meservey	Fraser, Iowa.
General Manager	O. M. Carpenter	Fraser, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Boone Valley Coal & Ry. Co.	Fraser, Iowa	Fraser Junction, Ia.	3
Total			3

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

DIRECTORS.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
J. C. Peasley	Chicago, Ill.	F. H. Greggs	Davenport, Iowa.
J. W. Blythe	Burlington, Iowa.	A. Kimball	Davenport, Iowa.
W. G. Purdy	Chicago, Ill.	Geo. W. Cable	Davenport, Iowa.
W. H. Truesdale	Minneapolis, Minn.	Thos. Hedge	Burlington, Iowa.
R. R. Cable	Chicago, Ill.	J. Car-kadden	Muscatine, Iowa.
C. P. Squires	Burlington, Iowa.	C. J. Ives	Cedar Rapids, Iowa.
Lyman Cook	Burlington, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	C. J. Ives	Cedar Rapids, Iowa.
Vice-President	Rob't. Williams	Cedar Rapids, Iowa.
Secretary	S. S. Dorwart	Cedar Rapids, Iowa.
Treasurer	H. H. Hollister	New York City, N. Y.
General Manager	None	
General Superintendent	Rob't. Williams	Cedar Rapids, Iowa.
Assistant General Superintendent	None	
Superintendent	Geo. A. Goodell	Cedar Rapids, Iowa.
Division Superintendents	P. A. Murphy	Cedar Rapids, Iowa.
	W. P. Ward	Estherville, Iowa.
Chief Engineer	H. F. White	Cedar Rapids, Iowa.
Superintendent of Telegraph	T. S. Spaford	Cedar Rapids, Iowa.
Auditor	J. C. Brocksmit	Cedar Rapids, Iowa.
General Passenger Agent	James Morton	Cedar Rapids, Iowa.
General Freight Agent	T. A. Simmons	Cedar Rapids, Iowa.
General Solicitor	S. K. Tracy	Burlington, Iowa.
Receiver	None	

PROPERTY OPERATED.

1. Railroad line represented by capital stock—{ *a* Main line. / *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named	Miles of line for each class of roads named.
1. R., C. R. & N. Ry—				
a Main Line	Burlington, Iowa	Albert Lea, Minn	a 241 82	
b Milwaukee Division	Linn Junction, Iowa	Postville, Iowa	94.13	
Muscatine Division	Muscatine, Iowa	Riverside, Iowa	26 58	
Pacific Division	Vinton, Iowa	Holland, Iowa	48 12	414.65
1. Chicago, Iowa & Dak. Ry	Bennett, Iowa	Davenport, Iowa	31.51	31.51
2. Iowa City & Western Ry	Iowa City, Iowa	What Cheer, Iowa	37.32	
b Montezuma Branch	Thornburg, Iowa	Montezuma, Iowa	15 80	73.02
2. C. R. I. F. & N. W. Ry	Holland, Iowa	Watertown, Iowa	327 98	
b Dows Extension	Dows, Iowa	Madison June., Iowa	41 67	
b Forest City Extension	Forest City, Iowa	Armstrong, Iowa	45 98	
b Sioux Falls Extension	Ellsworth, Minn	Sioux Falls, S. D	42 49	
b Lake Park Extension	Lake Park, Iowa	Worthington, Minn	17 68	
b Trosky Extension	Trosky, Minn	Jasper, Minn	9.18	484.35
3 Cedar Rapids & Clinton Ry	Iowa City, Iowa	Clinton, Iowa	79 20	
b Quarry Line	Near Plato, Iowa	Quarry, Iowa	2.74	81.94
2. Chicago, Dec. & Minn. Ry	Postville June., Iowa	Decorah, Iowa	23 50	23.50
3. Iowa Central Ry	Manly June., Iowa	Northwood, Iowa	11.59	11.59
3. Minneapolis & St. Louis Ry	Madison Jct., Iowa	Near Forest City, Ia	8.45	8.45
4. Waverly Short Line	Near Winslow, Iowa	Waverly, Iowa	5.68	5.68
Total			1,134 39	1,134 39

a. Length of Main Line operated is 251.21 miles, which includes 11.39 miles leased from the Iowa Central Ry. from Manley Junction to Northwood.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
J. M. Forbes	Boston, Mass.	T. Jefferson Coolidge	Manchester, Mass.
C. J. Paine	Boston, Mass.	E. W. Hooper	Cambridge, Mass.
John L. Gardner	Boston, Mass.	J. N. A. Griswold	New York.
F. W. Hunnewell	Boston, Mass.	James H. Smith	New York.
Wm. Endicott, Jr	Boston, Mass.	C. E. Perkins	Burlington, Iowa.
Richard Olney	Boston, Mass.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	C. E. Perkins	Burlington, Iowa.
First Vice President	J. C. Peasley	Chicago, Ill.
Second Vice President	Geo. B. Harris	Chicago, Ill.
Secretary	T. S. Howland	Boston, Mass.
Treasurer	J. C. Peasley	Chicago, Ill.
General Manager	W. F. Merrill	Chicago, Ill.
General Superintendent	J. D. Besler	Chicago, Ill.
Superintendent Iowa Lines	C. M. Levey	Burlington, Iowa.
Division Superintendents	O. E. Stewart	Ottumwa, Iowa.
	J. H. Duggan	Creston, Iowa.
Chief Engineer	E. J. Blake	Chicago, Ill.
Superintendent of Telegraph	W. W. Ryder	Chicago, Ill.
General Auditor	J. L. Lathrop	Chicago, Ill.
Assistant General Auditor	C. I. Sturgis	Chicago, Ill.
General Passenger Agent	P. S. Eustis	Chicago, Ill.
General Freight Agent	Thos. Miller	Chicago, Ill.
General Solicitor	J. W. Blythe	Burlington, Iowa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock— a Main line. b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of road named.
1. a Chicago, Burlington & Quincy Railroad	Chicago, Ill	Pacific Junction, Iowa	482.70	
" "	Galesburg, Ill	Quincy, Ill	103.05	
" "	Galesburg, Ill	Peoria, Ill	58.77	
Burlington & Missouri River Railroad in Nebraska	Pacific Junction, Iowa	Kearney, Neb	195.47	839.99
1. b Chicago, Burlington & Quincy Railroad	Aurora, Ill	Turner, Ill	12.02	
" "	Yates City, Ill	Lewiston, Ill	30.13	
Peoria & Hannibal Railroad	Lewiston, Ill	Rushville, Ill	32.06	
Burlington & Missouri Railroad	Chariton, Iowa	Leon, Iowa	36.72	
" "	Creston, Iowa	Hopkins, Mo	44.61	
" "	Red Oak, Iowa	Hamburg, Iowa	29.17	
Chicago & Iowa Railroad	South Aurora, Ill	Forreston, Ill	78.44	
Chicago, Rockford & Northern Railroad	Flagg Center, Ill	Rockford, Ill	23.50	
Ottawa, Oswego & Fox River Valley Railroad	Geneva, Ill	Streator, Ill	67.01	
Illinois Valley & Northern Railroad	Streator, Ill	Walnut, Ill	58.73	
Chicago & Rock River Railroad	Shabbona, Ill	Sterling, Ill	48.61	
Joliet, Rockford & Northern Railroad	Sheridan Junction, Ill	Paw Paw, Ill	19.58	
Illinois Grand Trunk Railroad	Mendota, Ill	Fulton, Ill., and Clinton, Iowa	64.28	
Dixon, Peoria & Hannibal Railroad	Buda, Ill	Elmwood, Ill	44.51	
Galesburg & Rio Railroad	Galesburg, Ill	Rio, Ill	12.22	
American Central Railroad	Galva, Ill	New Boston, Ill	50.02	
Carthage & Burlington Railroad	Carthage Junction, Ill	Carthage, Ill	79.20	
Quincy & Warsaw Railroad	Carthage, Ill	Quincy, Ill		
St. Louis, Rock Island & Chicago Railroad	Sterling, Ill	Rock Island, Ill	51.94	
" "	Barstow, Ill	East St. Louis, Ill	214.61	
" "	Gladstone, Ill	Keithsburg, Ill	17.13	
Dixon & Quincy Railroad	Keithsburg Junction, Ill	Keithsburg, Ill	6.25	
Moulton & Albia Railroad	Albia, Iowa	Moravia, Iowa	11.50	
Albia, Knoxville & Des Moines Railroad	Albia, Iowa	Knoxville, Iowa	32.97	
Des Moines & Knoxville Railroad	Knoxville, Iowa	Des Moines, Iowa	34.97	

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
Republican Valley Railroad	York, Neb	Central City, Neb	41.32	
	Nemaha, Neb	York, Neb	17.60	
	Nemaha, Neb	Beatrice, Neb	65.20	
	Beatrice, Neb	Wymore, Neb	11.87	
	Hastings, Neb	Colorado State Line	239.41	
	Aurora, Neb	Grand Island, Neb	18.51	
	Aurora, Neb	Hastings, Neb	37.75	
Leon, Mt. Ayr & S. W. Railroad	Table Rock, Neb	Amboy, Neb	142.84	
	Leon, Iowa	Grant City, Mo	57.72	
	Bethany Junction, Iowa	Albany, Mo	46.22	
St. Joseph & Des Moines Railroad	Albany, Mo	St. Joseph, Mo	48.09	
Chariton, Des Moines & Southern Railroad	Chariton, Iowa	Indianola, Iowa	33.16	
Creston & Northern Railroad	Creston, Iowa	Fontanelle, Iowa	27.42	
Western Iowa Railroad	Fontanelle, Iowa	Cumberland, Iowa	30.33	
Brownville & Nodaway Valley Railroad	Villisca, Iowa	Burlington Junction, Iowa	35.00	
Clarinda, College Springs & S. W. Railroad	Clarinda, Iowa	Northboro, Iowa	15.80	
Red Oak & Atlantic Railroad	Red Oak, Iowa	Griswold, Iowa	18.04	
Nebraska City, Sidney & Northeastern Railroad	Hastings, Iowa	Sidney, Iowa	21.12	
Hastings & Avoca Railroad	Hastings, Iowa	Carson, Iowa	15.79	
Keokuk & St. Paul Railroad	Burlington, Iowa	Keokuk, Iowa	42.33	
Omaha & Southwestern Railroad	Omaha, Neb	Oreapolis, Neb	16.84	
	Crete, Neb	Beatrice, Neb	30.09	
Nebraska Railway	Nemaha, Neb	York, Neb	135.74	
	Nebraska City, Neb	Bridge Line	2.09	
Lincoln & Northwestern Railroad	Lincoln, Neb	Columbus, Neb	73.49	
Atchison and Nebraska Railroad	Atchison, Kan	Lincoln, Neb	144.95	
	Rule Bridge Line		3.41	
Nebraska & Colorado Railroad	Chester, Neb	Fairmont, Neb	45.19	
	Kennesaw, Neb	Oxford, Neb	60.67	
	De Witt, Neb	Colorado State Line	298.22	
	Edgar, Neb	Superior, Neb	26.53	
Chicago, Nebraska & Kansas Railroad	Odell Junction, Neb	Concordia, Kan	71.04	
Republican Valley, Kansas & Southwestern Railroad	Republican, Neb	Oberlin, Kan	78.23	
Burlington & Colorado Railroad	Colorado State Line	Denver, Colo	174.89	
Colorado & Wyoming Railroad	Colorado State Line	Wyoming State Line	144.58	
Cheyenne & Burlington Railroad	Colorado State Line	Cheyenne, Wyo	29.01	
Oxford & Kansas Railroad	Orleans, Neb	Kansas State Line	59.61	
Beaver Valley Railroad	Nebraska State Line	St. Francis, Kan	74.37	
Lincoln & Black Hills Railroad	Central City, Neb	Erickson, Neb	62.94	
	Greeley Center, Neb	Burwell, Neb	40.92	

Lincoln & Black Hills Railroad	Palmer, Neb	Arcadia, Neb	51.03	
Grand Island & Wyoming Central Railroad	Grand Island, Neb	Wyoming State Line	401.54	
	Edgemont Junction, S. D	Deadwood, S. D	100.40	
	Minnekahta, S. D	Hot Springs, S. D	13.51	
	Englewood, S. D	Spearfish, S. D	31.90	
Grand Island & Northern Wyoming Railroad	Wyoming State Line	Alger, Wyo	209.40	
	New Castle, Wyo	Cumbria, Wyo	7.00	
Denver, Utah & Pacific Railway	Denver, Colo	Utah Junction, Col	3.00	
	Burns Junction, Colo	Lyons and Tower, Col	31.57	
Republican Valley & Wyoming Railroad	Culbertson, Neb	Imperial, Neb	49.17	
Omaha & North Platte Railroad	Omaha, Neb	Schuyler, Neb	80.18	
St. Joseph & Nebraska Railroad	Napier, Neb	Boswell, Mo	5.86	4,615.71
				5,446.70
3. Quincy, Alton & St. Louis Railway	Quincy, Ill	Louisiana, Mo., and Hannibal, Mo	46.56	46.56
5. Pennsylvania Company	At Chicago, Ill		1.32	
Chicago & Northwestern Railroad	At Clinton, Ill., and Iowa		1.09	
Quincy Bridge Company	At Quincy, Ill		.32	
Wabash Railroad	East Hannibal, Ill., and Han'l, Mo		1.35	
Chicago & Alton Railroad	East Louisiana, Ill., and Lou'a, Mo		2.07	
Indianapolis & St. Louis Railroad	Wann, Ill	East St. Louis, Ill	93.60	
Kansas City, St. Joseph & Council Bluffs Railroad	Pacific Junction, Iowa	Council Bluffs, Iowa	16.52	
	Hamburg, Iowa	Nebraska City Junction, Iowa	6.95	
	Net City Bridge Company	Nebraska City, Neb	3.66	
	At Northboro, Iowa		1.92	
	Napier, Mo	St. Joseph, Mo	35.71	
Union Pacific Railway	Utah Junction, Col	Burns Junction, Colo	11.30	102.52
Total mileage operated				5,595.58

CHICAGO, BURLINGTON & KANSAS CITY RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
J. W. Blythe	Burlington, Iowa.	W. F. McFarland	Burlington, Iowa.
W. W. Baldwin	Burlington, Iowa.	J. C. Peasley	Chicago, Ill.
H. B. Scott	Burlington, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. W. Baldwin	Burlington, Iowa.
Vice-President	J. C. Peasley	Chicago, Ill.
Secretary	H. B. Jarvis	Burlington, Iowa.
Treasurer	J. C. Peasley	Chicago, Ill.
General Manager	W. C. Brown	St. Joseph, Mo.
General Superintendent	S. E. Crance	St. Joseph, Mo.
Superintendent	W. F. Conningham	Hannibal, Mo.
Chief Engineer	L. F. Goodale	St. Joseph, Mo.
Superintendent of Telegraph	M. A. Baker	Hannibal, Mo.
Auditor	C. M. Carter	St. Joseph, Mo.
General Passenger Agent	D. O. Ives	St. Louis, Mo.
General Freight Agent	Howard Elliott	St. Louis, Mo.
General Solicitors	Spencer & Mosman	St. Joseph, Mo.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. / *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Chicago, Burlington & K. C.	Viele, Iowa	Bloomfield Jct., Iowa.	59.70	
	Moulton, Iowa	Carrollton, Mo.	121.29	180.99
2. } 3. } None. 4. }				
5. Chicago, Burlington & Q.	Burlington, Iowa	Viele, Iowa	26.06	
Wabash Railroad Co.	Bloomfield Jct., Iowa	Moulton, Iowa	14.11	40.17
Total				221.16

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
J. L. Gardner	Boston, Mass.	W. J. Ladd	Boston, Mass.
O. J. Paine	Boston, Mass.	W. C. Brown	St. Joseph, Mo.
C. E. Perkins	Burlington, Iowa.	Howard Elliott	St. Louis, Mo.
T. J. Coolidge	Manchester, Mass.	O. M. Spencer	St. Joseph, Mo.
F. W. Hunnewell	Boston, Mass.		

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS R. R. CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	C. E. Perkins	Burlington, Iowa.
Vice-President	J. C. Peasley	Chicago, Ill.
Secretary	W. J. Ladd	Boston, Mass.
Treasurer	J. C. Peasley	Chicago, Ill.
General Manager	W. C. Brown	St. Joseph, Mo.
General Superintendent	S. E. Crance	St. Joseph, Mo.
Assistant General Superintendent	None.	
Superintendent	G. M. Hohl	St. Joseph, Mo.
Chief Engineer	L. T. Goodale	St. Joseph, Mo.
Superintendent of Telegraph	I. T. Dyer	St. Joseph, Mo.
Auditor	C. M. Carter	St. Joseph, Mo.
General Passenger Agent	D. O. Ives	St. Louis, Mo.
General Freight Agent	Howard Elliott	St. Louis, Mo.
General Solicitors	Spencer & Mosman	St. Joseph, Mo.
Receiver	None.	

PROPERTY OPERATED.

1. Railroad line represented by capital stock— { *a* Main line. / *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this Company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Main line owned—				
a K. C., St. J. & C. B. R. R.	Through K. C. yard		.41	
	Mariem, Mo.	Council Bluffs, Iowa	192.70	193.23
b Branch lines owned	East Leavenworth	Stillings, Mo.	1.08	
	Winthrop Jct., Mo.	C. & A. bridge swing	1.19	
	Amazonia, Mo.	Hopkins, Mo.	50.36	
Nodaway Valley Railroad	Bigelow, Mo.	Burlington Jct., Mo.	31.54	
Tarkio Valley Railroad	Corning, Mo.	Naithboro, Iowa	27.00	111.77
2. } 3. } None. 4. }				
5. Line operated under trackage rights	K. C. Union Depot	Harlem, Mo.	1.51	
	C. & A. bridge swing	Atchison U. D.	.47	
	Council Bluffs, Iowa	Union Pacific Trans.	1.50	
	Stillings, Mo.	Leavenworth depot	1.71	5.19
Total				310.19

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
W. W. Baldwin	Burlington, Iowa.	Chas. J. Paine	Boston, Mass.
J. L. Gardner	Boston, Mass.	F. W. Hunnewell	Boston, Mass.
C. E. Perkins	Burlington, Iowa.		

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. W. Baldwin	Burlington, Iowa.
Vice-President	J. C. Peasley	Chicago, Ill.
Secretary	W. C. Maxwell	Keokuk, Iowa.
Treasurer	J. C. Peasley	Chicago, Ill.
General Manager	W. C. Brown	St. Joseph, Mo.
General Superintendent	S. E. Crance	St. Joseph, Mo.
Asst General Superintendent	None.	
Superintendent	W. E. Cunningham	Hannibal, Mo.
Chief Engineer	L. F. Goodale	St. Joseph, Mo.
Superintendent of Telegraph	M. A. Baker	Hannibal, Mo.
Auditor	C. M. Carter	St. Joseph, Mo.
General Passenger Agent	D. O Ins	St. Louis, Mo.
General Freight Agent	Howard Elliott	St. Louis, Mo.
General Solicitor	Spencer & Mosman	St. Joseph, Mo.

PROPERTY OPERATED.

1. Railroad line represented by capital stock— { *a* Main line. / *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1 *a* St. Louis, Keokuk & Northwestern Railroad Company	Keokuk, Iowa	West Quincy, Mo	36.42	
	Moody, Mo	Hannibal, Mo	14.23	
	Hannibal, Mo	Louisiana, Mo	23.78	
	Louisiana, Mo	St. Louis, Mo	91.36	166.78
b	Quincy Junction, Mo	St. Peters, Mo	10.55	
	Mt. Pleasant Jct., Ia	Keokuk, Iowa	48.59	59.14
2. } 3. } None. 4. }				
5. Q. B. Co. & C. B. & Q. R. R.	West Quincy, Mo	Quincy, Ill	2.03	
Hannibal & St. Joseph R. R.	West Quincy, Mo	Moody, Mo	4.07	
Hannibal Bridge Company	Hannibal, Mo	Hannibal, Mo	.42	
M., Kansas & Texas Ry. Co.	Hannibal, Mo	Hannibal, Mo	.32	
Chicago & Alton R. R.	Louisiana, Mo	Louisiana, Mo	.36	
Chicago, Burlington & Q. R. R.	Mt. Pleasant Jct., Ia	Mt. Pleasant, Iowa	.68	
Keokuk & Hamilton B. Co.	Keokuk, Iowa	Keokuk, Iowa	.99	7.97
Total				233.89

CHICAGO, FORT MADISON & DES MOINES RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
C. C. Wheeler	Chicago, Ill.	I. T. Burr	Boston, Mass.
D. B. Dewey	Chicago, Ill.	A. A. Pope	Boston, Mass.
E. S. Conway	Chicago, Ill.	E. H. Skinner	Birmingham, Iowa.
W. T. Block	Chicago, Ill.	Samuel Atlee	Ft. Madison, Iowa.
T. J. Hyman	Milwaukee, Wis.		

CHICAGO, FORT MADISON & DES MOINES RAILWAY CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	C. C. Wheeler	Chicago, Ill.
Vice President	E. S. Conway	Chicago, Ill.
Secretary	E. H. Skinner	Birmingham, Iowa.
Treasurer	E. C. Long	St. Paul, Minn.
General Manager	E. F. Potter	Fort Madison, Iowa.
Division Superintendent	G. D. Hutchison	Fort Madison, Iowa.
Auditor	J. P. Irving	Fort Madison, Iowa.
General Passenger Agent / General Freight Agent	E. F. Potter	Fort Madison, Iowa.
General Solicitor	Jesse A. Baldwin	Chicago, Ill.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
C., F. M. & D. M. Ry. Co.	Fort Madison, Iowa	Ottumwa, Iowa	71
Total			71

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Jno. Porter	Eldora, Iowa.	Martin Pritchard	Alden, Iowa.
W. S. Porter	Eldora, Iowa.	H. N. Brockway	Garner, Iowa.
J. H. Smith	Eldora, Iowa.	David Secor	Winnebago City, Minn.
J. D. Newcomer	Eldora, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Jno. Porter	Eldora, Iowa.
Vice-President	David Secor	Winnebago City, Minn.
Secretary	J. D. Newcomer	Eldora, Iowa.
Treasurer	H. N. Brockway	Garner, Iowa.
General Manager	Jno. Porter	Eldora, Iowa.
Superintendent of Telegraph	W. L. Utley	
Auditor	W. S. Porter	
General Passenger Agent	W. S. Porter	
General Freight Agent	W. S. Porter	

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Chicago, Iowa & Dakota Railway Co.	Eldora Junction	Alden	26.50
Total			26.50

CHICAGO GREAT WESTERN RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
S. C. Stickney	St. Paul, Minn.	A. B. Stickney	St. Paul, Minn.
C. W. Benson	St. Paul, Minn.	H. A. Gardner	Chicago, Ill.
J. W. Lusk	St. Paul, Minn.	H. E. Fletcher	Minneapolis, Minn.
Wm. Dawson	St. Paul, Minn.	A. Oppenheim	St. Paul, Minn.
A. Kalman	St. Paul, Minn.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	A. B. Stickney	St. Paul, Minn.
Vice-Presidents	Arnold Kalman	St. Paul, Minn.
	C. W. Benson	St. Paul, Minn.
Secretary	H. C. Wight	St. Paul, Minn.
Treasurer	W. B. Bend	St. Paul, Minn.
General Manager	S. C. Stickney	St. Paul, Minn.
General Superintendent	C. Shields	St. Paul, Minn.
Assistant General Superintendent	J. Berlinnett	Oelwein, Iowa.
Division Superintendents	J. A. Kelly	Chicago, Ill.
	B. F. Egan	Des Moines, Iowa.
Chief Engineer	H. Fernstrom	St. Paul, Minn.
Superintendent of Telegraph	J. G. Ford	St. Paul, Minn.
Auditor	M. C. Healiou	St. Paul, Minn.
General Passenger Agent	F. H. Lord	Chicago, Ill.
General Freight Agent	P. C. Stohr	St. Paul, Minn.
General Solicitor	Daniel W. Lawler	St. Paul, Minn.
Receiver	None.	

PROPERTY OPERATED.

1. Railroad line represented by capital stock:
   a Main line.
   b Branches and spurs.
2. Proportion of companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon gross earnings or other conditions.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line represented by capital stock.	Miles of line for each class of road named.
Chicago Great Western Railway Co.	a St. Paul, Minn.	Dubuque, Iowa	253.53	
	Alden, Ill.	Forest Home, Ill.	146.73	
	Oelwein, Iowa	Des Moines, Iowa	120.53	
	Des Moines, Iowa	St. Joseph, Mo	159.45	
	Bee Creek, Mo.	Beverly, Mo	23.00	
Total No. 1, a Main Line Owned				712.84
	b Hayfield, Mo.	Manly Junction, Iowa	47.90	
	Sumner, Iowa	Hampton, Iowa	63.95	
	Cedar Falls, Iowa	Wilson Junction, Iowa	7.48	
	Valeria, Iowa	Coal Mines, Iowa	3.20	
	Eden, Minn.	Waskoja, Minn.	4.00	
Total No. 1, b Branches and spurs owned				125.83
No. 2. None				
No. 3. None				
No. 4. None				
No. 5. Operated Under Trackage Rights—				
St. Paul & Northern Pacific Railroad	Minneapolis, Minn	St. Paul, Minn.		10.26
Dubuque & Dakota Bridge Co	Dubuque, Iowa	East Dubuque, Ill.		.59
Illinois Central Railroad	East Dubuque, Ill.	Portage Curve, Ill		13.35
Chicago, Burlington & Northern Railroad	Portage Curve, Ill.	Aiken, Ill		1.95
Chicago & Northern Pacific Railroad	Forest Home, Ill.	Chicago, Ill.		10.18
Des Moines Union Railway	In city of Des Moines, Iowa			2.26
Des Moines & Kansas City Railway	In city of Des Moines, Iowa			.84
Kansas City Terminal Co. Council Bluffs Railroad	In city of St. Joseph, Mo.			3.17
St. Joseph Terminal Co.	In city of St. Joseph, Mo.			.59
Atchison, Topeka & Santa Fe Railroad	St. Joseph, Mo	Bee Creek, Mo		7.63
Chicago, Rock Island & Pacific Railroad	Beverly, Mo.	Leavenworth, Kas		2.52
Leavenworth Bridge Co	Across Missouri river, near	Leavenworth, Kas.		1.12
Union Pacific Railway	In city of Leavenworth, Kas.			1.92
Leavenworth Union Depot Co	In city of Leavenworth, Kas.			.14
Kansas City, Wyandotte & Northwestern Railroad	Leavenworth, Kas.	Kansas City, Kas.		30.15
Total No. 5, Operated Under Trackage Rights				83.78
Total				922.45

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Philip D. Armour	Chicago, Ill.	Roswell Miller	Chicago, Ill.
August Belmont	New York, N. Y.	J. M. McKinlay	New York, N. Y.
Frank S. Bond	New York, N. Y.	Wm. Rockefeller	New York, N. Y.
Charles D. Dickey, Jr.	New York, N. Y.	Samuel Spencer	New York, N. Y.
Peter Geddes	New York, N. Y.	A. Van Santvoord	New York, N. Y.
Frederick Layton	Milwaukee, Wis.	J. Hood Wright	New York, N. Y.
Joseph Milbank	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Roswell Miller	Chicago, Ill.
First Vice-President	Frank S. Bond	New York, N. Y.
Secretary	P. M. Myers	Milwaukee, Wis.
Treasurer	F. G. Ranney	Chicago, Ill.
General Manager	A. J. Earling	Chicago, Ill.
General Superintendent	W. G. Collins	Chicago, Ill.
Assistant General Superintendent	Two in number	
Division Superintendents	Seventeen in number	
Chief Engineer	D. J. Whittemore	Chicago, Ill.
Superintendent of Telegraph	C. J. Fry	Milwaukee, Wis.
General Auditor	W. N. D. Winne	Chicago, Ill.
General Passenger Agent	G. H. Heafford	Chicago, Ill.
General Freight Agent	J. H. Hiland	Chicago, Ill.
General Counsel	John W. Cary	Chicago, Ill.

PROPERTY OPERATED.

FROM—	TO—	Illinois.	Wisconsin.	Iowa.	Minnesota.	N. Dakota.	S. Dakota.	Missouri.	Michigan.	Total.
CHICAGO, MILWAUKEE & ST. PAUL —BRANCHES AND SPURS—	RAILWAY COMPANY—MAIN LINE									
Chicago	Milwaukee	45.06	37.93							82.98
Rondout	Libertyville	3.00								3.00
Chicago	Llewellyn Park	13.69								13.69
North Chicago	Pacific Junction	2.39								2.39
Pacific Junction	Savanna	133.18								133.18
Galewood	Dunning	3.18								3.18
Savanna	Council Bluffs	2.30		349.18						351.48
Elk River Junction	Clinton			10.05						10.05
Davenport	Jackson Junction			153.37						153.37
Eldridge	Hurstville			34.61						34.61
Paralta	Farley			41.63						41.63
Marion	Ottumwa			97.00						97.00
Ottumwa Junction	Coburg			82.27				140.27		222.54
Racine	Kittredge	50.63	69.31							119.94
Savanna	Port Byron Junction	47.70								47.70
Elkhorn	Eagle		16.59							16.59
Rockton	Rockford	14.94								14.94
Milwaukee	Prairie du Chien		195.36							195.36
Stock Yards, Milwaukee	Merrill Park		.80							.80
Mazomanie	Prairie du Sac		10.57							10.57
Lone Rock	Richland Center		16.22							16.22
Milton	Shullsburg		76.84							76.84
Janesville	Beloit		12.86							12.86
Brodhead	New Glarus		22.78							22.78
Warren	Mineral Point	1.01	31.28							32.29
Calamine	Platteville		17.08							17.08
South Milwaukee	La Crosse		196.37							196.37
Watertown Junction	Madison		36.48							36.48
Portage City	East Madison		33.01							33.01
New Lisbon	Necedah		12.74							12.74
Viroqua Junction	Viroqua		32.17							32.17
North La Crosse	Onalaska		3.76							3.76
Tomah	Minocqua		161.50							161.50
Mather	Carrick		16.01							16.01
Lapham Junction	Zeda		2.66							2.66
Chestnut St., Milwaukee	Portage City		100.27							100.27
Merrill Park	North Milwaukee		6.17							6.17
Cement Line Junction	Rock		1.06							1.06
Iron Ridge	Fond du Lac		28.52							28.52
Horicon	Berlin		42.30							42.30
Brandon	Markesan		11.49							11.49
Ripon	Oshkosh		19.09							19.09
Rush Lake Junction	Winneconne		14.89							14.89
Sabula Junction	River Junction			136.18	24.93					161.11
Bellevue	Cascade			35.77						35.77

PROPERTY OPERATED—CONTINUED.

FROM—	TO—	Illinois.	Wisconsin.	Iowa.	Minnesota.	N. Dakota.	S. Dakota.	Missouri.	Michigan.	Total.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY—MAIN LINE AND BRANCHES AND SPURS—CONTINUED.										
Turkey River Junction	West Union			58.34						58.34
Waukon Junction	Waukon			22.95						22.95
Reno	Preston				57.77					57.77
North La Crosse	St. Paul		1.39		128.42					129.81
St. Paul	Minneapolis				8.30					8.30
St. Croix Junction	Stillwater				24.78					24.78
Wabasha	Zumbrota				60.21					60.21
Wabasha	Chippewa Falls		60.77		1.83					62.60
Red Cedar Junction	Cedar Falls		20.67							20.67
North McGregor	Chamberlain			291.48			149.77			441.25
Beulah	Elkader			19.20						19.20
Spencer	Spirit Lake			20.18						20.18
Rock Valley	Eden			8.99			.29			9.28
Marion Junction	Kaaning Water						62.85			62.85
Calmar	Minneapolis			41.38	130.64					172.02
Conover	Decorah			10.00						10.00
Austin	Mason City			27.95	11.34					39.29
Mendota	St. Paul				7.84					7.84
Northfield	Cannon Junction				31.98					31.98
La Crescent	Woonsocket				296.21		97.20			393.42
Wells	Mankato				38.48					38.48
Madison	Bristol						103.02			103.02
South Minneapolis	Ortonville				177.37					177.37
Glencoe	Hutchinson				13.45					13.45
Hopkins	Lake Minnetonka				7.84					7.84
Ortonville	Fargo				46.29	69.40	1.28			116.97
Ortonville Junction	Aberdeen				1.47		107.02			108.49
Hastings	Benton Junction				53.71					53.71
Milbank	Sisseton						37.24			37.24
Andover	Harlem					17.20	38.71			55.91
Mitchell	Aberdeen						138.31			138.31
Aberdeen	Edgeley					31.61	32.72			64.33
Aberdeen	Rowdle						57.02			57.02
Roscoe	Orient						40.99			40.99
Roscoe	Eureka						26.10			26.10
Manilla	Sioux City			90.17						90.17
Sioux City	Scotland Junction			5.63			82.22			87.85
Scotland	Mitchell						47.67			47.67
Tripp	Armour						20.45			20.45
Elk Point	Sioux Falls Junction			34.92			68.81			103.73
Necedah	Babcock		18.94							18.94
Babcock	Pittsville		9.97							9.97
Pittsville Junction	Vesper		8.42							8.42
Dexterville	Lynn		22.45							22.45
Lynn	Romadka		5.10							5.10

			2.62							2.62
In City of Fon du Lac			196.03						57.79	253.81
North Milwaukee	Champion		20.35							20.35
Hilbert Junction	Appleton		1.00							1.00
Menasha	Neenah		11.94							11.94
Oconto Junction	Oconto		21.09						1.34	22.43
Ellis Junction	Menominee		17.00							17.00
Wauwatosa	Northwest								47.05	47.05
Channing	Sidnaw								45.90	45.90
Sidnaw	Ontonagon									
Totals		318.98	1,844.73	1,803.25	1,139.69	118.21	1,101.04	140.27	152.08	6,147.77

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
R. P. Flower	New York City, N. Y.	H. H. Porter	Chicago, Ill.
Benj. Brewster	New York City, N. Y.	Marshall Field	Chicago, Ill.
H. R. Bishop	New York City, N. Y.	John DeKoven	Chicago, Ill.
Henry M. Flagler	New York City, N. Y.	W. G. Purdy	Chicago, Ill.
Alexander E. Orr	New York City, N. Y.	R. R. Cable	Rock Island, Ill.
David Dows, Jr.	New York City, N. Y.	Geo. G. Wright	Des Moines, Iowa.
Alex. T. Van Nest	New York City, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	R. R. Cable	Chicago, Ill.
First Vice-President	Benj. Brewster	New York City, N. Y.
Second Vice-President	W. G. Purdy	Chicago, Ill.
Third Vice-President	W. H. Truesdale	Chicago, Ill.
Assistant to President	H. A. Parker	Chicago, Ill.
Treasurer and Secretary	W. G. Purdy	Chicago, Ill.
General Manager	E. St. John	Chicago, Ill.
Assistant General Manager	W. I. Allen	Chicago, Ill.
General Superintendent	C. Dunlap	Chicago, Ill.
Assistant General Superintendent	A. J. Hitt	Topeka, Kas.
Division Superintendents	C. H. Hubbell	Chicago, Ill.
	G. L. Nichols	Blue Island, Ill.
	W. H. Stillwell	Des Moines, Iowa.
	C. N. Gilmore	Des Moines, Iowa.
	H. A. White	Trenton, Mo.
	W. J. Lawrence	Horton, Kas.
	R. B. Agnew	Colorado Springs, Col.
	W. M. Hobbs	Herington, Kas.
	S. B. Hovey	Ft. Worth, Texas.
Superintendent of Telegraph	A. R. Swift	Chicago, Ill.
Auditor	F. W. Porter	Chicago, Ill.
General Passenger Agent	John Sebastian	Chicago, Ill.
General Freight Agents	J. M. Johnston	Chicago, Ill.
	D. Atwood	Topeka, Kas.
General Attorneys	T. S. Wright	Chicago, Ill.
	M. A. Law	Topeka, Kas.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
Chicago, Rock Island & Pac. Ry.	Chicago, Ill.	Council Bluffs, Iowa	499.62	
	Davenport, Iowa	Atchison, Kas.	541.84	
	Edgerton Jct., Mo.	Leavenworth, Kas.	20.31	
	Washington, Iowa	Knoxville, Iowa	79.	
	South Engelwood, Ill.	South Chicago, Ill.	7.50	
	Wilton, Iowa	Muscatine, Iowa	11.98	
	Wilton, Iowa	Lime Kiln, Iowa	6.08	
	Newton, Iowa	Monroe, Iowa	17.	
	Des Moines, Iowa	Indianola, Iowa	47.07	
		Winterset, Iowa		
	Menlo, Iowa	Guthrie Center, Iowa	14.58	
	Atlantic, Iowa	Audubon, Iowa	24.54	
	Atlantic, Iowa	Griswold, Iowa	14.71	
	Avoca, Iowa	Carson, Iowa	17.61	
	Avoca, Iowa	Harlan, Iowa	11.84	
	Mt. Zion, Iowa	Keosauqua, Iowa	4.50	
	Altamont, Mo.	St. Joseph, Mo.	49.66	
	South St. Joseph, Mo.	Rushville, Mo.	14.70	
	Kansas City, Mo.	Armourdale, Kas.	2.40	
	South Omaha, Neb.	Jansen, Neb.	107.05	
	Elwood, Kas.	Liberal, Kas.	439.54	

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY—Continued.

PROPERTY OPERATED—Continued.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
Chicago, Rock Island & Pac. Ry.	Herington, Kas.	Terral, I. T.	349.07	
	Herington, Kas.	Salina, Kas.	49.30	
	Horton, Kas.	Roswell, Col.	568.65	
	Fairbury, Neb.	Nelson, Neb.	81.53	
	McFarland, Kas.	Belleville, Kas.	103.98	
	Dodge City, Kas.	Rucklic, Kas.	26.64	2,880.70
			46.70	
Peoria & Bureau Valley R. R.	Bureau, Ill.	Peoria, Ill.	162.20	
Keokuk & Des Moines Ry.	Keokuk, Iowa	Des Moines, Iowa	143.76	352.66
Des Moines & Ft. Dodge R. R.	Des Moines, Iowa	Ft. Dodge, Iowa		
		Ruthven, Iowa	54.30	
Hannibal & St. Joseph R. R.	Cameron, Mo.	Kansas City, Mo.	7.02	
Union Pacific Ry.	Council Bluffs, Iowa	South Omaha, Neb.	67.30	
	Kansas City, Mo.	North Topeka, Kas.	89.29	
	Limon, Col.	Denver, Col.	119.69	327.47
Denver & Rio Grande R. R.	Denver, Col.	Pueblo, Col.		
Total				3,560.83

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Horace Williams	Clinton, Iowa.	H. McK. Twombly	New York, N. Y.
Oliver Ames, 2d	Boston, Mass.	John I. Blair	Blairstown, N. J.
John M. Burke	New York, N. Y.	David P. Kimball	Boston, Mass.
Marvin Hughitt	Chicago, Ill.	Chauncey M. Depew	New York, N. Y.
N. K. Fairbank	Chicago, Ill.	Sam'l F. Barger	New York, N. Y.
Byron L. Smith	Chicago, Ill.	Albert Keep	Chicago, Ill.
Percy R. Pyne	New York, N. Y.	M. L. Sykes	New York, N. Y.
F. W. Vanderbilt	New York, N. Y.	James C. Fargo	New York, N. Y.
W. K. Vanderbilt	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	Albert Keep	Chicago, Ill.
President	Marvin Hughitt	Chicago, Ill.
Vice President	Martin L. Sykes	New York, N. Y.
Secretary	Martin L. Sykes	New York, N. Y.
Treasurer	Martin L. Sykes	New York, N. Y.
General Manager	John M. Whitman	Chicago, Ill.
General Superintendent	Sherburne Sanborn	Chicago, Ill.
Division Superintendents, Iowa Lines	Peter Hallenbeck	Boone, Iowa.
	Hugh M. Hughes	Eagle Grove, Iowa.
	John E. Blunt	Chicago, Ill.
Chief Engineer	George H. Thayer	Chicago, Ill.
Superintendent of Telegraph	J. R. Redfield	Chicago, Ill.
Auditor	William A. Thrall	Chicago, Ill.
General Passenger Agent	Hiram R. McCullough	Chicago, Ill.
General Freight Agent	Lloyd W. Bowers	Chicago, Ill.
General Counsel		

CHICAGO & NORTHWESTERN RAILWAY COMPANY—Continued.

PROPERTY OPERATED.

MILES OF COMPLETED ROAD, JUNE 30, 1894.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
LINES CHARTERED AS OR CONSOLIDATED WITH CHICAGO & NORTHWESTERN RAILWAY COMPANY—								
Chicago to Council Bluffs	491 00	137 88	353 12					
Chicago to Freeport	121 00	121 00						
Geneva to Aurora	9 40	9 40						
Geneva to St. Charles	2 40	2 40						
Sycamore to Courtland	4 64	4 64						
Elgin to Williams Bay	51 04	35 82		15 22				
Belvidere to Spring Valley	75 78	75 78						
South Branch Jct. to River (Chicago)	4 50	4 50						
Clinton to Anamosa (quarry)	73 57		73 57					
Stanwood to Tipton	8 50		8 50					
Cut-off near Cedar Rapids	5 96		5 96					
Des Moines to Jewell Junction	59 09		59 09					
Tama to Elmore	164 56		164 22			34		
Jewell Junction to Wall Lake Junction	75 68		75 68					
Eagle Grove to Hawarden	145 20		145 20					
Belle Plaine to Muchakinock	64 00		64 00					
Boone to Coal Banks	3 25		3 25					
Maple River Junction to Onawa	80 85		80 85					
Wall Lake to Moville	79 87		79 87					
Carroll to Kirkman	34 81		34 81					
Manning to Audubon	17 00		17 00					
Chicago to Fort Howard	242 20	69 73		172 47				
Appleton Water Power Extension	3 63			3 63				
Kenosha to Rockford	72 10	44 03		28 07				
Chicago to Montrose	5 20	5 20						
Montrose to North Evanston	7 69	7 69						
Chicago to Milwaukee	85 00	44 60		40 40				
Milwaukee to Fond du Lac	92 63			92 63				
Sheboygan to Princeton	78 40			78 40				
Milwaukee to Montfort	140 88			140 88				
Montfort to Galena	46 34	10 30		36 04				
Montfort to Woodman	39 50			39 50				
Ipswich to Platteville	4 00			4 00				
Lancaster Junction to Lancaster	12 04			12 04				
Janesville to Afton	6 10			6 10				
Belvidere to Monona	227 40	21 00		205 87		53		
Winona Junction to La Crosse	3 96			3 96				
Trempealeau to Galesville	6 71			6 71				
Evansville to Janesville	15 68			15 68				
Fort Howard to Republic	202 64			49 45	153 19			
Clowrie to Michigamme	10 44				10 44			
Wahle to Champion	1 23				1 23			
Powers to Watersmeet	104 53			13 73	90 60			
Stager to Central Falls	9 10				9 10			
Narenta to Metropolitan	34 86				34 86			
Branches to Mines off Main Line	42 27				42 27			
Off E. & L. C. Line	8 44				8 44			
Off Menoni River Line	36 13			4 71	31 42			
Off Crystal Falls to Hemlock Mine	15 00				15 00			
Off Ashland Division	34 02			4 89	29 33			
Branches to Industries off Ashland Div	21 41			20 02	52			
Lake Shore Junction to Ashland, Wis	386 13			319 24	66 89			
Monico Junction to Hurley, Wis	88 11			88 11				
Two Rivers Junction to Two Rivers, Wis	6 35			6 35				
Hortonville to Oshkosh, Wis	23 10			23 10				
Eland Junction to Marshfield, Wis	65 87			65 87				
North of Antigo to East Bryant Switch	7 27			7 27				
Pratt Junction to Harrison	17 85			17 85				
Parrish Junction to Parrish	4 54			4 54				
Watersmeet to Choate	22 82				22 82			
Interior Junction to Interior	1 61				1 61			
Craigsmere to Robbins	3 47				3 47			
Hurley to End of Track	12 97			12 97				
Potato River Junction to End of Track	2 60			2 60				
Extension Through Section 34	1 34			1 34				
Total	3,782 29	593 97	1,163 12	1,503 54	521 19	47		

CHICAGO & NORTHWESTERN RAILWAY COMPANY—Continued.

PROPERTY OPERATED—Continued.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
PROPRIETARY LINES, VIZ:								
Princeton & Western Railway	16 00			16 00				
Valley Junction to Necedah	418 48					288 80	34 48	
Winona & St. Peter Railroad						3 75		
Winona to Watertown						24 40		
Mankato Junction to Mankato						24 48		
Sleepy Eye to Redwood Falls						15 01		
Rochester to Zumbrota						11 46		
Eyota to Pialnview						46 40		
Eyota to Chatfield								
Tracy to Dakota Line	723 93						200 11	
Dakota Central Railway							117 67	14 28
Minnesota State Line to Pierre							43 85	
James Valley Junction to Jakes							116 95	
Watertown Junction to Watertown							126 48	
Watertown to Gettysburg							28 46	
Iroquois to Hawarden (state line)							38 84	
Centerville to Yankton								
Doland to Groton								
Total	1,188 47			16 00		414 00	744 13	14 28
LEASED LINES, VIZ:								
St. Paul Eastern Grand Trunk Railway	60 02			56 00				
Clintonville to Oconto				4 02				
Spurs								
Total	60 02			60 02				

RECAPITULATION.

Chicago & Northwestern Railway (chartered or consolidated)	3,782 29	593 97	1,163 12	1,503 54	521 19	47		
Proprietary Lines	1,188 47			16 00		414 00	744 13	14 28
Leased Lines	60 02			60 02				
Grand total	5,030 78	593 97	1,163 12	1,579 62	521 19	414 47	744 13	14 28

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Albert Keep	Chicago, Ill.	B. S. Smith	Chicago, Ill.
Cornelius Vanderbilt	New York City, N. Y.	C. M. Depew	New York City, N. Y.
Wm. K. Vanderbilt	New York City, N. Y.	M. L. Sykes	New York City, N. Y.
H. M. K. Twombly	New York City, N. Y.	J. M. Whitman	Chicago, Ill.
Marvin Hughitt	Chicago, Ill.	Thomas Wilson	St. Paul, Minn.
D. D. Kimball	Boston, Mass.	John A. Humbird	St. Paul, Minn.
E. W. Winters	St. Paul, Minn.		

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA—Continued.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Marvin Hughitt	Chicago, Ill.
Vice President	M. L. Sykes	New York City, N. Y.
Secretary	E. E. Woodman	Hudson, Wis.
Treasurer	M. L. Sykes	New York City, N. Y.
General Manager	E. W. Winters	St. Paul, Minn.
General Superintendent	W. A. Scott	St. Paul, Minn.
Ass't General Superintendent	None.	
Division Superintendents	Jas. McCode	St. Paul, Minn.
	A. H. Treaholm	Spooner, Wis.
	H. Spencer	Mankato, Minn.
	H. S. Jaynes	Omaha, Neb.
Chief Engineer	C. W. Johnson	St. Paul, Minn.
Superintendent of Telegraph	H. C. Hope	St. Paul, Minn.
Auditor	L. A. Robinson	St. Paul, Minn.
General Passenger Agent	T. W. Teasdale	St. Paul, Minn.
General Freight Agent	Jas. T. Clark	St. Paul, Minn.
General Counsel	Thos. Wilson	St. Paul, Minn.

PROPERTY OPERATED.

1. Railroad line represented by capital stock— { *a* Main line. / *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* Main Line.				
C., St. P., M. & O. Ry	Elroy	St. Paul	195.17	
	North Wisconsin Jct.	Bayfield	178.24	
	Eau Claire	Spooner	81.51	
	Superior Junction	Itaska Street Switch	60.57	
	St. Paul	Le Mars	248.76	
	Mo. Riv. at Covington	Omaha	123.06	882.31
1. *b* Branches and Spurs.				
C., St. P., M. & O. Ry	St. Croix Draw Bridge	Stillwater Siding	4.55	
	Stillwater Junction	Stillwater	3.30	
	River Falls Junction	Ellsworth	24.82	
	Merrillan	Marshfield	38.67	
	Ashland Junction	Ashland	4.38	
	Ashland Shore Line		1.31	
	West Eau Claire	Shaw's Mills	2.74	
	Fairchild	Mondavi	37.03	
	Menominee Junction	Mero City	3.01	
	Menominee Junction	Cedar Falls	2.01	
	Lake Crystal	Elmore	43.48	
	Herron Lake	Pipestone	55.10	
	Sioux Falls Junction	Mitchell	130.73	
	Loverne	Doon	28.00	
	Woburn Junction	New Castle	26.95	
	Emerson	Norfolk	46.50	
	Wakefield	Northington	35.76	
	Wayne	Bloomfield	43.14	529.45
2. Proprietary Companies.				
Superior Short Line Ry	Superior City	Connor's Point	8.28	
Sup'r Short Line Ry. of Minn	Rice's Point	Duluth	2.60	10.88
5. Trackage Rights.				
St. L. R. R. Co. (N. P. R. R.)	West Superior	Rice's Point	1.59	
Great Northern Railway	St. Paul	Minneapolis	11.40	
Minneapolis & St. Louis Ry.	Minneapolis	Merriam Junction	27.00	
Illinois Central Railway	Le Mars	Sioux City	25.20	
Sioux City Bridge Co.	Bridge across Mo. R.	Tracks at Sioux City	3.90	
Sioux City & Pacific R. R.	Sioux City	I. C. Bridge Track	.50	69.59
Total				1,492.93

SIOUX CITY & PACIFIC.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Marvin Hughitt	Chicago, Ill.	Horace William.s	Clinton, Iowa.
Albert Keep	Chicago, Ill.	William H. Newman	Chicago, Ill.
Martin L. Sykes	New York, N. Y.	Marshall M. Kirkman	Chicago, Ill.
William H. Bisenesit	Chicago, Ill.	Joseph B. Redfield	Chicago, Ill.
David P. Kimball	Boston, Mass.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Marvin Hughitt	Chicago, Ill.
Vice-President	Martin L. Sykes	New York, N. Y.
Secretary	Joseph B. Redfield	Chicago, Ill.
Treasurer	Marshall M. Kirkman	Chicago, Ill.
General Manager	Horace G. Burt	Omaha, Neb.
General Superintendent	Charles C. Hughes	Omaha, Neb.
Division Superintendent	Henry C. Mahanna	Fremont, Neb.
Chief Engineer	John B. Berry	Omaha, Neb.
Superintendent of Telegraph	William P. Mcfarlane	Omaha, Neb.
Auditor	Joseph B. Redfield	Chicago, Ill.
General Passenger Agent	John R. Buchanan	Omaha, Neb.
General Freight Agent	Kingsley C. Morehouse	Omaha, Neb.
General Attorney	John B. Hawley	Omaha, Neb.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
Sioux City & Pacific R. R. Co.	Sioux City, Iowa	Fremont, Neb	101.58	
	Missouri Valley, Iowa	California Jct., Iowa	5.84	
Total main line represented by capital stock				107.42

CHICAGO, SANTA FE & CALIFORNIA RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
J. W. Reinhart	New York	C. B. Farwell	Chicago, Ill.
D. B. Robinson	Chicago, Ill.	Abram Poole	Chicago, Ill.
Edson Keith	Chicago, Ill.	H. P. Cheney	Boston, Mass.
J. B. Morrison	Ft. Madison, Iowa	Alden Speare	Boston, Mass.
George R. Peck	Chicago, Ill.	J. J. McCook	New York
Nelson Morris	Chicago, Ill.	Norman Williams	Chicago, Ill.

CHICAGO, SANTA FE & CALIFORNIA RAILWAY COMPANY—Continued.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	J. W. Reinhart	New York
Vice President	D. R. Robinson	Chicago, Ill.
Secretary and Treasurer	D. L. Gallup	Chicago, Ill.
Assistant Secretary	L. C. Deming	Boston, Mass.
Assistant Secretary	E. Wilder	Topeka, Kan.
Assistant Treasurer	G. L. Goodwin	Boston, Mass.
General Auditor	W. K. Gillett	Chicago, Ill.
Assistant General Auditor	W. A. Borroughs	New York
Chief Engineer	James Dun	Topeka, Kan.
Auditor	S. L. Crim	Chicago, Ill.
Comptroller	J. P. Whitehead	Boston, Mass.
General Counsel	J. J. McCook	New York
General Solicitor	George R. Peck	Chicago, Ill.

PROPERTY OPERATED.

1. Railroad line represented by capital stock— { a Main line. / b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Chi., Santa Fe & Cal. Ry—				
a Main Line	Crawford Ave., Ill.	Big Blue Jct., Mo.	438.57	
b Branches	Ancona, Ill. / Pekin Junction, Ill.	Streator Jct., Ill. / Pekin Jct., Ill.	52.40	490.97
2. Miss. River R. R. & Toll B.	Bridge and appr'ches	over Mississippi River	.61	
The Sibley Bridge	Bridge and appr'ches	over Missouri River	.76	1.37
3. A. T. & S. F. R. R. in Chicago	Terminal facilities	in Chicago	3.62	2.12
4. Chicago & Grand T. Jct. Ry.			4.81	
5. Chicago & Western Ind. R. R.			5.91	
6. Toledo, Peoria & W. R. R.	Streator Junction	Pekin Junction, Ill.	6.44	
7. Kansas City Belt Railway	Big Blue Junction	Kansas City, Mo		20.81
Total				515.27
Proportion for Iowa (Includes 19 miles of Mississippi River Bridge)				19.86

CROOKED CREEK RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Walter C. Willson	Webster City, Iowa.	Wm. P. McLaren	Milwaukee, Wis.
J. M. Funk	Webster City, Iowa.	A. K. Hamilton	Milwaukee, Wis.
C. T. Burnham	Milwaukee, Wis.	Mrs. E. L. Hanson	Chicago, Ill.
Jno. Q. Burnham	Milwaukee, Wis.		

CROOKED CREEK RAILWAY COMPANY—Continued.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Walter C. Willson	Lehigh, Iowa.
Vice President	J. Q. Burnham	Milwaukee, Wis.
Secretary	J. M. Funk	Webster City, Iowa.
Treasurer	J. M. Funk	Webster City, Iowa.
General Manager	Sam'l. McClure	Lehigh, Iowa.
Auditor	C. M. Kellogg	Lehigh, Iowa.
General Passenger Agent	F. E. Willson	Lehigh, Iowa.
General Freight Agent	F. E. Willson	Lehigh, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Crooked Creek R. R. & Coal Co.	Lehigh, Iowa. / Border Plains, Iowa.	Judd, Iowa. / Webster City, Iowa.	9.80 / 13.57
Total			23.37

DES MOINES NORTHERN & WESTERN RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
F. M. Hubbell	Des Moines, Iowa.	H. D. Thompson	Des Moines, Iowa.
F. C. Hubbell	Des Moines, Iowa.	A. N. Denman	Des Moines, Iowa.
L. M. Martin	Des Moines, Iowa.	G. M. Dodge	New York City, N.Y.
A. B. Cummins	Des Moines, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	F. M. Hubbell	Des Moines, Iowa.
Vice-President	F. C. Hubbell	Des Moines, Iowa.
Secretary	H. L. Chase	Des Moines, Iowa.
Treasurer	H. D. Thompson	Des Moines, Iowa.
Superintendent	C. W. Huntington	Des Moines, Iowa.
Superintendent of Telegraph	F. Horton	Des Moines, Iowa.
Auditor	W. J. Souder	Des Moines, Iowa.
General Passenger Agent	J. N. Tittsmore	Des Moines, Iowa.
General Freight Agent	J. N. Tittsmore	Des Moines, Iowa.
General Solicitor	A. B. Cummins	Des Moines, Iowa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { a Main line. / b Branches and spurs.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Des Moines Northern & W. Ry.	Des Moines, Iowa.	Boone, Iowa.	42.30	
	Olive, Iowa.	Fonda, Iowa.	107.70	150.00
5. Des Moines Union Ry.	Terminals at Des Moines, Iowa.		1.60	1.60
Total				151.60

DUBUQUE & SIOUX CITY RAILROAD.

OPERATED UNDER LEASE BY THE ILLINOIS CENTRAL RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Stuyvesant Fish	Chicago, Ill.	J. V. Rider	Dubuque, Iowa.
J. C. Welling	Chicago, Ill.	*J. T. Hancock	
J. F. Harrahan	Chicago, Ill.	S. L. Dows	Cedar Rapids, Iowa.
E. H. Harriman	New York, N. Y.	A. R. Loomis	Fort Dodge, Iowa.
E. C. Woodruff	Elizabeth, N. J.	A. S. Garretson	Sioux City, Iowa.
M. M. Walker	Dubuque, Iowa.	E. T. H. Gibson	New York, N. Y.
W. H. Torbert	Dubuque, Iowa.	S. V. R. Cruger	New York, N. Y.
C. W. Mitchell	Dubuque, Iowa.		

* Deceased.

OFFICERS OF THE OPERATING COMPANY.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Stuyvesant Fish	Chicago, Ill.
Vice-President	J. C. Welling	Chicago, Ill.
Second Vice-President	J. T. Harrahan	Chicago, Ill.
Secretary	A. G. Hackstaff	New York, N. Y.
Treasurer	E. T. H. Gibson	New York, N. Y.
General Superintendent	A. W. Sullivan	Chicago, Ill.
Assistant General Superintendent	J. G. Hartigan	Chicago, Ill.
Division Superintendents	F. W. Quimby	Dubuque, Iowa.
	C. K. Dorco	Sherrice, Iowa.
Traffic Manager	T. J. Hudson	Chicago, Ill.
Assistant Traffic Manager	M. G. Markham	Chicago, Ill.
Chief Engineer	J. F. Wallace	Chicago, Ill.
Superintendent of Telegraph	G. M. Dugas	Chicago, Ill.
General Passenger Agent	A. H. Hanson	Chicago, Ill.
General Freight Agent	W. E. Keegers	Chicago, Ill.
Counsel	R. F. Ayer	Chicago, Ill.
General Solicitor	James Fentress	Chicago, Ill.
Attorneys	W. J. Knight	Dubuque, Iowa.
	J. F. Duncombe	Ft. Dodge, Iowa.

OFFICERS OF THE DUBUQUE & SIOUX CITY RAILROAD COMPANY.

President	Stuyvesant Fish	Chicago, Ill.
Vice-President	J. C. Welling	Chicago, Ill.
Secretary	A. G. Hackstaff	New York, N. Y.
Treasurer	E. T. H. Gibson	New York, N. Y.
Assistant Secretary Assistant Treasurer	C. H. Booth	Dubuque, Iowa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock— { a Main line. b Branches and spurs.
2. Line operated under lease for a specified sum.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line first track owned.	Miles of line of each class named.
1. a Dubuque & Sioux City R. R.	Dubuque, Iowa	Sioux City, Iowa		226.38
1. b Dubuque & Sioux City R. R.	Manchester, Iowa	Cedar Rapids, Iowa	41.85	
	Cherokee, Iowa	Osawa, Iowa	59.10	
	Cherokee, Iowa	Sioux Falls, S. D.	96.43	197.43
2. Cedar Falls & Minnesota R. R.	Cedar Falls Jc., Iowa	Minnesota State line		75.68

DES MOINES UNION RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS	DIRECTORS.	POSTOFFICE ADDRESS
F. C. Hubbell	Des Moines, Iowa.	A. R. Cummins	Des Moines, Iowa.
F. M. Hubbell	Des Moines, Iowa.	L. M. Martin	Des Moines, Iowa.
H. D. Thompson	Des Moines, Iowa.	Chas. M. Hays	St. Louis, Mo.
A. N. Denman	Des Moines, Iowa.	G. M. Dodge	New York, N. Y.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	F. C. Hubbell	Des Moines, Iowa.
Vice-President	A. R. Cummins	Des Moines, Iowa.
Secretary	F. M. Hubbell	Des Moines, Iowa.
Treasurer	H. D. Thompson	Des Moines, Iowa.
General Superintendent	J. A. Wagner	Des Moines, Iowa.
Auditor	E. G. Mitchell	Des Moines, Iowa.
General Solicitor	A. R. Cummins	

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line first track owned.	Miles of line of each class of track named.
Des Moines Union Railway Co.	Des Moines	Des Moines	2.7	2.7
Total			2.7	2.

HUMESTON & SHENANDOAH RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
James F. Bow	St. Louis, Mo.	W. W. Baldwin	Burlington, Iowa.
Chas. M. Hays	St. Louis, Mo.	H. H. Scott	Burlington, Iowa.
Geo. S. Grover	St. Louis, Mo.	H. E. Jarvis	Burlington, Iowa.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	James F. Bow	St. Louis, Mo.
Secretary	F. C. Murphy	Clarinda, Iowa.
Treasurer	W. W. Baldwin	Burlington, Iowa.
General Manager	F. C. Murphy	Clarinda, Iowa.
Auditor and Assistant Treasurer	J. H. Ells	Clarinda, Iowa.
General Passenger Agent General Freight Agent	H. S. Nelson	Clarinda, Iowa.

HUMESTON & SHENANDOAH RAILROAD COMPANY—Continued.

PROPERTY OPERATED.

1. Railroad line operated by capital stock { a Main line. / b Branches and spurs.
5. Line operated under trackage rights

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Humeston & Shen'doah R. R.	Van Wert, Iowa	Shenandoah, Iowa	95.45	95.45
5. Keokuk & Western R. R.	Humeston, Iowa	Van Wert, Iowa	17.08	17.08
Total			112.53	112.53

IOWA CENTRAL RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Russell Sage	New York, N. Y.	E. H. Perkins, Jr.	New York, N. Y.
E. E. Chase	New York, N. Y.	Rufus K. Sage	Chicago, Ill.
G. E. Talntor	New York, N. Y.	F. M. Drake	Centerville, Iowa.
H. J. Morse	New York, N. Y.	E. McNeill	Marshalltown, Iowa.
W. F. Strong	New York, N. Y.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Russell Sage	New York, N. Y.
Vice-President	E. E. Chase	New York, N. Y.
Secretary and Treasurer	George R. Morse	New York, N. Y.
Local Treasurer	T. J. Fletcher	Marshalltown, Iowa.
General Manager	E. McNeill	Marshalltown, Iowa.
General Superintendent	J. P. O'Brien	Marshalltown, Iowa.
Superintendent	W. H. Voorhies	Marshalltown, Iowa.
Superintendent of Telegraph	R. G. Fallis	Marshalltown, Iowa.
General Auditor	E. S. Benson	Marshalltown, Iowa.
General Passenger Agent	T. P. Barry	Marshalltown, Iowa.
General Freight Agent	J. G. Woodworth	Marshalltown, Iowa.
General Solicitor	A. C. Daly	Marshalltown, Iowa.

IOWA CENTRAL RAILWAY COMPANY—Continued.

PROPERTY OPERATED.

1. Railroad line represented by capital stock— { a Main line. / b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Lines operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Main line	Albia, Iowa	Manly Junction, Ia.	178.391	
	Oskaloosa, Iowa	Mississippi River	93.127	
	Mississippi River	Iowa Junction, Ill.	88.659	361.887
Branches	Hampton, Iowa	Belmond, Iowa	24.203	
	Minerva Junction, Ia.	Story City, Iowa	34.510	
	Newburg, Iowa	State Center, Iowa	23.640	
	G. & M. Junction, Ia.	Montezuma, Iowa	13.812	
	New Sharon, Iowa	Newton, Iowa	17.748	
	Lynnville Junct., Ia.	Lynnville, Iowa	2.500	
Spurs	Carbon Junction, Ia.	Carbonado, Iowa	2.431	129.644
2. None				
3. Klethsburg Bridge Co	Across Miss. River	at Klethsburg	2.570	2.570
4. None				
5. Peoria & Pekin Union Ry	Iowa Junction, Ill.	Peoria, Ill.	3.560	3.560
Total				497.661

IOWA NORTHERN RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
T. H. Griggs	Davenport, Iowa.	D. S. Couch	Colfax, Iowa.
D. Ryan	Newton, Iowa.	G. A. Goodrich	Colfax, Iowa.
J. S. Wylie	Davenport, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	J. S. Wylie	Davenport, Iowa.
Vice-President	D. Ryan	Newton, Iowa.
Secretary	Geo. A. Goodrich	Colfax, Iowa.
Treasurer	D. S. Couch	Colfax, Iowa.
General Superintendent	Geo. A. Goodrich	Colfax, Iowa.
General Solicitor	W. O. McElroy	Newton, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Iowa Northern Railway	a Colfax	Valeria	5.93
	b Jule Junction	Black Crook Mine	1.00
Total			6.93

KEOKUK & WESTERN RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
T. De Witt Cuyler	Phila., Pa., Drexel bldg.	W. H. Gebhard	New York, 11 Pine St.
G. B. Candee	Lowell, Mass.	F. M. Drake	Centerville, Iowa.
Benj. Strong	New York, 44 Pine St.	A. C. Goodrich	Keokuk, Iowa.
Francis Paton	New York, 44 Pine St.	F. T. Hughes	Keokuk, Iowa.
Benj. Graham	New York, 44 Pine St.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President and General Counsel	F. T. Hughes	Keokuk, Iowa.
Vice-President	T. De Witt Cuyler	Philadelphia, Pa.
Secretary and Assistant Treasurer	J. F. Elder	Keokuk, Iowa.
Treasurer and Assistant Secretary	Chas. M. Jessup	New York City, N. Y.
General Manager	A. C. Goodrich	Keokuk, Iowa.
Chief Engineer	A. C. Goodrich	Keokuk, Iowa.
Auditor	J. F. Elder	Keokuk, Iowa.
Assistant General Passeng'r Agent	J. F. Elder	Keokuk, Iowa.
Assistant General Freight Agent	A. M. McCrae	Keokuk, Iowa.
General Solicitor	T. De Witt Cuyler	Philadelphia, Pa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { a Main line. b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Keokuk & Western R. R.	Alexandria, Mo.	Van Wert, Iowa		142.700
2. } 3. } None. 4. }				
5. St. L., K. & N. W. R. R.	Keokuk, Iowa.	Alexandria, Mo.		5.178
Total				147.978

MASON CITY & FORT DODGE RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Jas. J. Hill	St. Paul.	Wm. A. Stephens	St. Paul.
David C. Shepard	St. Paul.	S. S. Breed	St. Paul.
Hamilton Browne	Fort Dodge.		

MASON CITY & FORT DODGE RAILROAD COMPANY—Continued.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Wm. A. Stephens	St. Paul, Minn.
Secretary } Treasurer } General Manager }	S. T. Meservey	Fort Dodge, Iowa.
Assistant Treasurer }	C. C. Burdick	Mason City, Iowa.
Superintendent of Telegraph	C. M. Halsted	Fort Dodge, Iowa.
Auditor	R. W. Eager	Mason City, Iowa.
General Passenger Agent } General Freight Agent }	James Mahoney	Mason City, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Mason City & Fort Dodge Railroad	Mason City, Iowa	Lehigh, Iowa	89.4
	Carlos Junc., Iowa	Coalville, Iowa	2.6
Total			92

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
W. D. Washburn	Minneapolis, Minn.	J. Kennedy Tod	New York City.
W. D. Hale	Minneapolis, Minn.	W. L. Bull	New York City.
W. H. Truesdale	Chicago, Ill.	Wm. Strauss	New York City.
E. S. Isham	Chicago, Ill.	W. A. Reed	New York City.
E. Hawley	New York City.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. H. Truesdale	Minneapolis, Minn.
Vice President	W. A. Reed	New York City.
Secretary and Treasurer	Joseph Gaskell	Minneapolis, Minn.
General Manager	W. H. Truesdale	Minneapolis, Minn.
General Superintendent	T. E. Clarke	Minneapolis, Minn.
Assistant General Superintendent	H. S. Holm	Minneapolis, Minn.
Superintendent of Telegraph	W. F. Fox	Fort Dodge, Iowa.
Auditor	O. C. Post	Minneapolis, Minn.
General Passenger Agent	A. B. Cutts	Minneapolis, Minn.
General Freight Agent	W. M. Hopkins	Minneapolis, Minn.
General Solicitor	A. E. Clarke	Minneapolis, Minn.
Receiver	W. H. Truesdale	Minneapolis, Minn.

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY—Continued.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. *b* Branches and spurs.
5. Line operated under trackage rights.

	NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1 *a.*	Minneapolis & St. Louis Ry.	Minneapolis, Minn.	Angus, Iowa	260.60	260.60
1 *b.*	Minneapolis & St. Louis Ry.	Hopkins, Minn.	Morton, Minn	91.70	95.00
1 *b.*	Minneapolis & St. Louis Ry.	Manitou Jct., Minn.	Lake Park, Minn.	1.50	
1 *b.*	Minneapolis & St. Louis Ry.	Kalo Junction, Iowa.	Kalo, Iowa	1.80	
5.	Minneapolis & St. Louis Ry.	7th St., St. Paul, Minn	{ 30th Ave., S. Mpls., & Minn. Tfr., Minn }	12.10	12.10
	Total			367.70	367.70

MISSISSIPPI RIVER RAILROAD & TOLL BRIDGE COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
J. W. Reinhart	New York, N. Y.	J. B. Morrison	Port Madison, Iowa.
Isaac T. Burr	Boston, Mass.	Chas. H. Peters	Fort Madison, Iowa.
Geo. R. Peck	Chicago, Ill.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	J. W. Reinhart	New York, N. Y.
Vice-President	D. B. Robinson	Chicago, Ill.
Secretary, Treasurer	D. L. Gallup	Chicago, Ill.
Assistant Treasurer	Geo. L. Goodwin	Boston, Mass.
Assistant Secretaries	L. C. Deming	Boston, Mass.
	E. Wilder	Topeka, Kan.
Chief Engineer	James Dun	Topeka, Kan.
General Auditor	W. K. Gillett	Chicago, Ill.
Assistant General Auditor	W. A. Burroughs	New York, N. Y.
Auditor	S. L. Crim	Chicago, Ill.
General Counsel	Jno. J. McCook	New York, N. Y.
General Solicitor	Geo. R. Peck	Chicago, Ill.
Comptroller	John P. Whitehead	Boston, Mass.

OMAHA & ST. LOUIS RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Henry W. Eaton	New York City.	Geo. Warren Smith	New York City.
James H. Smith	New York City.	Chas. G. Thompson	New York City.
Edward W. Sheldon	New York City.	Walter Bond	New York City.

OMAHA & ST. LOUIS RAILWAY COMPANY—Continued.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	James H. Smith	New York City.
Vice-President	Henry W. Eaton	New York City.
Secretary	T. R. Were	New York City.
Treasurer	Henry W. Eaton	New York City.
General Superintendent	A. E. Buchanan	Stanberry, Iowa.
Superintendent of Telegraph	G. C. Kinsman	Decatur, Ill.
Auditor	W. L. Bedjsun	Council Bluffs, Iowa.
General Solicitor	Theodore Sheldon	Chicago, Ill.
Receiver	J. F. Barnard	Council Bluffs, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Omaha & St. Louis Railway	Council Bluffs, Iowa.	Pattonsburg, Mo.	145
Total			145

PRAIRIE DU CHIEN & McGREGOR RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Thos. C. Lawler	Prairie du Chien, Wis.	Dan W. Lawler	St. Paul, Minn.
James Lawler	Prairie du Chien, Wis.	Jos. C. Lawler	Sioux City, Iowa.
John D. Lawler	Mitchell, South Dak.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Thos. C. Lawler	Prairie du Chien, Wis.
Vice-President	John D. Lawler	Prairie du Chien, Wis.
Treasurer	Thos. C. Lawler	Prairie du Chien, Wis.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Prairie du Chien & McGregor	Prairie du Chien, Wis.	North McGregor, Ia.	18
Total			18

SIOUX CITY & NORTHERN RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Ed. Hankinson	Sioux City, Iowa.	M. D. Grover	St. Paul, Minn.
John Hornick	Sioux City, Iowa.	W. E. Docge	Minneapolis, Minn.
Craig L. Wright	Sioux City, Iowa.	Clarkson Lindley	Minneapolis, Minn.
J. P. Wall	Sioux City, Iowa.	E. B. Hubbard	Sioux City, Iowa.
W. P. Clough	St. Paul, Minn.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Vice-President	Ed. Hankinson	Sioux City, Iowa.
Secretary	Samuel J. Beals	Sioux City, Iowa.
Treasurer	Samuel J. Beals	Sioux City, Iowa.
Supt. of Telegraph and Trains Dis.	F. W. Ackley	Sioux City, Iowa.
Auditor	Samuel J. Beals	Sioux City, Iowa.
General Passenger Agent	W. B. McNider	Sioux City, Iowa.
General Freight Agent	W. B. McNider	Sioux City, Iowa.
Receiver	Warwick Hough	St. Louis, Mo.
Receiver	Samuel J. Beals	Sioux City, Iowa.
Auditor for Receivers	John K. Lee	Sioux City, Iowa.
Treasurer for Receivers	George Walter Oakley	Sioux City, Iowa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: {a Main Line. {b Branches and Spurs.
2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of road named.
1. Sioux City & Northern R. R.	Sioux City, Iowa	Garretson, S. D.	96.00	96.00
2. Sioux City T., R. R. & W. Co.	Div. St., Sioux City, Ia.	Doug St., Sioux City, Ia.	1.28	1.28
Total			97.28	97.28

TABOR & NORTHERN RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Wm. M. Brooks	Tabor, Iowa.	J. M. Barbour	Tabor, Iowa.
A. S. Prouty	Tabor, Iowa.	J. E. Todd	Vermillion, S. Dak.
A. T. West	Tabor, Iowa.	Thomas McClelland	Forest Grove, Ore.
H. T. Woods	Tabor, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Wm. M. Brooks	Tabor, Iowa.
Vice-President	J. E. Todd	Vermillion, S. Dakota.
Secretary	H. T. Woods	Tabor, Iowa.
Treasurer	J. M. Barbour	Tabor, Iowa.
General Manager	A. T. West	Tabor, Iowa.
General Superintendent	A. S. Prouty	Tabor, Iowa.
Superintendent of Telegraph	A. S. Prouty	Tabor, Iowa.
Auditor	J. C. Tipple	Tabor, Iowa.
General Passenger Agent	A. S. Prouty	Tabor, Iowa.

TABOR & NORTHERN RAILWAY COMPANY—Continued.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Tabor & Northern	Tabor, Iowa	Malvern, Iowa	8.79
Total			8.79

WABASH RAILROAD COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
O. D. Ashley	New York, N. Y.	Edwin Gould	New York, N. Y.
Geo. J. Gould	New York, N. Y.	T. B. Bubbard	New York, N. Y.
Edgar T. Welles	New York, N. Y.	John T. Terry	New York, N. Y.
H. R. Mallary	New York, N. Y.	Russell Sage	New York, N. Y.
C. J. Lawrence	New York, N. Y.	C. C. Macrae	London, England.
P. B. Wyckoff	New York, N. Y.	Frances Pavy	London, England.
S. C. Reynolds	Toledo, Ohio.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	O. D. Ashley	New York, N. Y.
Vice-Presidents	Edgar T. Welles	New York, N. Y.
	Chas. M. Hays	St. Louis, Mo.
Secretary	J. C. Otteson	New York, N. Y.
Treasurer	F. L. O'Leary	St. Louis, Mo.
General Manager	C. M. Hays	St. Louis, Mo.
General Superintendent	H. L. Mages	St. Louis, Mo.
Division Superintendents	E. A. Gould	Peru, Ind.
	J. S. Goodrich	Chicago, Ill.
	F. H. McGulgan	Kansas City, Mo.
Chief Engineer	W. S. Lincoln	St. Louis, Mo.
Superintendent of Telegraph	G. C. Kinsman	Decatur, Ill.
Auditor	D. B. Howard	St. Louis, Mo.
General Passenger Agent	C. S. Crane	St. Louis, Mo.
General Freight Agent	S. B. Knight	St. Louis, Mo.
General Solicitor	W. H. Blodgett	St. Louis, Mo.

WABASH RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class named.
LINES OWNED—				
The Wabash Railroad	Toledo	E. Hannibal	462.3	
	Bluffs	Camp Point	39.4	
	Clayton	Elvaston	34.5	
	Decatur	E. St. Louis	119.2	
	Edwardsville	Edwardsville Cross'g.	8.5	
	Auburn Junction	Effingham	205.4	
	Shumway	Altamont	10.3	
	Fairbury	Streator	31.5	
	Delray	Butler	109.9	
	Montpelier	Clarke Junction	149.7	
	St. Louis	Harlem	274.8	
	St. Louis, Fr'k'n Av.	Ferguson	10.8	
	Moberly	Ottumwa	141.2	
	Salisbury	Glasgow	15.5	
				1,584.0
LINES LEASED—				
Louisiana & Pike Co. R. R.	Pittsfield Junction	Pittsfield	6.1	
Eel River R. R.	Butler	Logansport	94.2	
Peru & Detroit R. R. Co.	Chili	Peru	9.5	
Brunswick & Chillicothe R. R.	Brunswick	Chillicothe	38.2	
St. Louis, Council B. & O. R. R.	Chillicothe	Pattonsburg	41.4	
Boone Co. & Booneville R. R.	Centralia	Columbia	21.6	
				211.0
LINES OPERATED UNDER JOINT TRACKAGE ARRANGEMENTS—				
Chicago, Burlington & Quincy	Camp Point	Quincy	21.8	
Toledo, Peoria & Western	Elvaston	Hamilton	6.5	
Chicago & Western Indiana	Chicago	Auburn Junction	8.0	
Toledo, Peoria & Western	Forrest	Fairbury	5.5	
Detroit Union Depot & Station Co. and Fort St. U. Dep. Co.	Detroit, Union Depot	Delray	4.6	
Chicago & Calumet Terminal	Clarke Junction	State Line (Ind. & Ill.)	5.7	
Chicago & Western Indiana	State Line (Ind. & Ill.)	Auburn Junction	11.8	
Terminal R. R. Ass'n of St. L.	St. Louis, U. D.	Tayon Ave	.5	
Hannibal & St. Joseph	Harlem	Kansas City	1.5	
Chicago, Rock Island & Pacific	Ottumwa	Harvey	38.0	
				103.9
LINES BELONGING TO PURCHASING COMMITTEE.				
Attica, Covington & Southern	Attica	Covington	14.8	
Champaign Branch	Champaign	Sidney	11.7	
*Des Moines & St. Louis	Harvey	Des Moines	43.4	
				69.9
Total mileage operated				1,978.8

NOTE.—In addition to the above joint trackage arrangements, this company has an arrangement with the Missouri, Kansas & Texas Railroad whereby it runs its passenger trains over the track of the Missouri, Kansas & Texas Railroad between Hannibal and Moberly, a distance of 70 miles.

*The line from Albia to Harvey, 23.4 miles, is not now being operated and the mileage is not included above. This is a part of the Des Moines & St. Louis Railroad, and belongs to the Purchasing Committee.

WABASH RAILROAD COMPANY—CONTINUED.

STATEMENT SHOWING MILES OF ROAD OPERATED IN EACH STATE.

DESCRIPTION OF LINES. FROM—	TO—	Michigan.	Ohio.	Indiana.	Illinois.	Missouri.	Iowa.	Total.
LINES EAST OF THE	MISSISSIPPI RIVER.							
Toledo	East Hannibal		75.7	166.8	219.8			462.3
Bluffs	Camp Point				39.4			39.4
Camp Point	Quincy				21.8			21.8
Clayton	Elvaston				34.5			34.5
Elvaston	Hamilton				6.5			6.5
Pittsfield Junction	Pittsfield				6.1			6.1
Attica	Covington			14.8				14.8
Sidney	Champaign				11.7			11.7
Decatur	East St. Louis				110.2			110.2
Edwardsville	Edwardsville Crossing				8.5			8.5
Chicago	Auburn Junction				8.0			8.0
Auburn Junction	Effingham				205.4			205.4
Shumway	Altamont				10.3			10.3
Forrest	Fairbury				5.5			5.5
Fairbury	Streator				31.5			31.5
Detroit, Union Depot	Delray	4.6						4.6
Delray	Butler	75.5	28.9	5.1				109.9
Butler	Logansport			94.2				94.2
Chili	Peru			9.5				9.5
Montpelier	Clarke Junction		10.3	139.4				149.7
Clarke Junction	State Line (Ind. and Ill.)			5.7				5.7
State Line (Ind. and Ill.)	Auburn Junction				11.8			11.8
Total lines east		80.5	114.9	435.5	731.0			1,361.9
LINES WEST OF THE	MISSISSIPPI RIVER.							
St. Louis, Union Depot	Tayon Ave					0.5		0.5
St. Louis, Tayon Ave	Harlem					274.8		274.8
Harlem	Kansas City					1.5		1.5
St. Louis, Franklin Av.	Ferguson					10.8		10.8
Moberly	Ottumwa					97.9	43.3	141.2
Ottumwa	Harvey						38.0	38.0
Harvey	Des Moines						43.4	43.4
Brunswick	Chillicothe					38.2		38.2
Chillicothe	Pattonsburg					41.4		41.4
Centralia	Columbia					21.6		21.6
Salisbury	Glasgow					15.5		15.5
Total lines west						492.2	124.7	616.9
Total all lines		80.5	114.9	435.5	731.0	492.2	124.7	1,978.8

RECAPITULATION SHOWING LINES OPERATED EAST AND WEST OF THE MISSISSIPPI RIVER.

DESCRIPTION OF LINES. FROM—	TO—	Owned.	Leased.	Operated under joint trackage agreements.	Belonging to the purchasing committee.	Total.
LINES EAST OF THE	MISSISSIPPI RIVER.					
Toledo	East Hannibal	462.3				462.3
Bluffs	Camp Point	39.4				39.4
Camp Point	Quincy			21.8		21.8
Clayton	Elvaston	34.5				34.5
Elvaston	Hamilton			6.5		6.5
Pittsfield Junction	Pittsfield		6.1			6.1
Attica	Covington				14.8	14.8
Sidney	Champaign				11.7	11.7
Decatur	East St. Louis	110.2				110.2

WABASH RAILROAD COMPANY—Continued.

RECAPITULATION SHOWING LINES OPERATED EAST AND WEST OF THE MISSISSIPPI RIVER—Continued.

DESCRIPTION OF LINES.							
FROM—	TO—	Owned.	Leased.	Operated under joint trackage arrangements.	Belonging to the purchasing committee.	Total.
LINES EAST OF THE	MISSISSIPPI RIVER.					
Edwardsville	Edwardsville Crossing	8.5	.....	.....	.....	8.5
Chicago	Auburn Junction	.....	.....	8.0	.....	8.0
Auburn Junction	Effingham	205.4	.....	.....	.....	205.4
Shumway	Altamont	10.3	.....	.....	.....	10.3
Forrest	Fairbury	.....	.....	5.5	.....	5.5
Fairbury	Streator	31.5	.....	.....	.....	31.5
Detroit, Union Depot	Delray	109.9	.....	4.6	.....	4.6
Delray	Butler	.....	94.2	.....	.....	109.9
Butler	Logansport	.....	9.5	.....	.....	94.2
Chili	Peru	149.7	.....	.....	.....	9.5
Montpelier	Clarke Junction	.....	.....	5.7	.....	149.7
Clarke Junction	State Line (Ind. and Ill.)	.....	.....	11.8	.....	5.7
State Line (Ind. and Ill.)	Auburn Junction	.....	.....	.....	.....	11.8
Total lines east	.....	1,161.7	109.8	63.9	26.5	1,361.9
LINES WEST OF THE	MISSISSIPPI RIVER.					
St. Louis, Union Depot	Tayon Avenue	.....	.....	0.5	.....	0.5
St. Louis, Taylor Ave	Harlem	274.8	.....	.....	.....	274.8
Harlem	Kansas City	.....	.....	1.5	.....	1.5
St. Louis, Franklin Ave	Ferguson	10.8	.....	.....	.....	10.8
Moberly	Ottumwa	131.2	.....	38.0	.....	131.2
Ottumwa	Harvey	.....	.....	.....	43.4	38.0
Harvey	Des Moines	.....	.....	.....	.....	43.4
Brunswick	Chillicothe	.....	58.2	.....	.....	58.2
Chillicothe	Pattonsburg	.....	41.4	.....	.....	41.4
Centralia	Columbia	.....	21.6	.....	.....	21.6
Salisbury	Glasgow	15.5	.....	.....	.....	15.5
Total lines west	.....	432.3	101.2	40.0	43.4	616.9
Total all lines	.....	1,594.0	211.0	103.9	69.9	1,978.8

WINONA & SOUTHWESTERN RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Royal D. Cane	Winona, Minn.	Matthew G. Norton	Winona, Minn.
H. M. Lamberton	Winona, Minn.	Verazzano Simpson	Winona, Minn.
Andrew Hamilton	Winona, Minn.	Thomas Simpson	Winona, Minn.
Charles Horton	Winona, Minn.	William Hayes	Winona, Minn.
H. W. Lamberton	Winona, Minn.	Joseph Walker	New York City.
Wm. H. Laird	Winona, Minn.	Earl S. Youmans	Winona, Minn.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	H. W. Lamberton	Winona, Minn.
Vice-President	Verazzano Simpson	Winona, Minn.
Secretary	Thomas Simpson	Winona, Minn.
Treasurer	Matthew G. Norton	Winona, Minn.
Superintendent	John J. Mahoney	
General Passenger Agent	John J. Mahoney	Winona, Minn.
General Freight Agent	Thomas Simpson	Winona, Minn.
General Solicitor	Tilden R. Selmes	St. Paul, Minn.
Receiver		

WINONA & SOUTHWESTERN RAILWAY COMPANY—Continued.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
The Winona & Southwestern Railway	City of Winona County of Winona State of Minnesota	City of Osage County of Mitchell State of Iowa	114.5
Total	.....	.....	114.5

BURLINGTON & NORTHWESTERN RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
T. W. Barhydt	Burlington, Iowa.	Lyman Cook	Burlington, Iowa.
W. W. Baldwin	Burlington, Iowa.	C. P. Squires	Burlington, Iowa.
H. C. Garrett	Burlington, Iowa.	H. B. Scott	Burlington, Iowa.
J. T. Remey	Burlington, Iowa.	Norman Everson	Washington, Iowa.
J. W. Blythe	Burlington, Iowa.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barhydt	Burlington, Iowa.
Vice President	J. T. Remey	Burlington, Iowa.
Secretary and Treasurer	R. M. Green	Burlington, Iowa.
Manager	R. Law	Burlington, Iowa.
Superintendent of Telegraph	E. J. Goodspeed	Burlington, Iowa.
Chief Clerk Auditing Department	R. M. Boden	Burlington, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of road for each class of road named.
	FROM—	TO—	
*Burlington & Northwestern Railway Co.	Mediapolis, Iowa	Washington, Iowa	38.73
Total	.....	.....	38.73

* The company has leased the right to run over 18.77 miles of the B., C. R. & N. Railway, by means of a third rail laid down and owned by this company, between Burlington and Mediapolis.

BURLINGTON & WESTERN RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
T. W. Barhydt	Burlington, Iowa.	J. W. Blythe	Burlington, Iowa.
C. P. Squires	Burlington, Iowa.	H. B. Scott	Burlington, Iowa.
Lyman Cook	Burlington, Iowa.		

BURLINGTON & WESTERN RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barhydt	Burlington, Iowa.
Vice-President	C. P. Squires	Burlington, Iowa.
Secretary	R. M. Green	Burlington, Iowa.
Treasurer	R. Law	Burlington, Iowa.
Manager	R. J. Goodspeed	Burlington, Iowa.
Superintendent of Telegraph	R. M. Boden	Burlington, Iowa.
Chief Clerk Auditor's Department		

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of roads named.
	FROM—	TO—	
Burlington & Western	Winfield, Iowa	Oskaloosa, Iowa	70.7
Total			70.7

DES MOINES & KANSAS CITY RAILWAY COMPANY.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
M. V. B. Edgerly	Springfield, Mass.	Daniel H. Newton	Holyoke, Mass.
H. R. Weston	Springfield, Mass.	Theo. C. Sherwood	Des Moines, Iowa.
Gideon Wells	Springfield, Mass.	N. T. Guernsey	Des Moines, Iowa.
John C Newton	Holyoke, Mass.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	M. V. B. Edgerly	Springfield, Mass.
Vice-President	John C. Newton	Holyoke, Mass.
Secretary	N. T. Guernsey	Des Moines, Iowa.
Treasurer	Fred Harris	Springfield, Mass.
General Manager	John C. Newton	Holyoke, Mass.
Superintendent	Theo. C. Sherwood	Des Moines, Iowa.
Superintendent of Telegraph	Theo. C. Sherwood	Des Moines, Iowa.
Auditor	Theo. C. Sherwood	Des Moines, Iowa.
General Passenger Agent	Theo. C. Sherwood	Des Moines, Iowa.
General Freight Agent	Theo. C. Sherwood	Des Moines, Iowa.
General Solicitor	N. T. Guernsey	Des Moines, Iowa.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Des Moines & Kansas City Ry Co	Des Moines, Iowa	Cainsville, Mo	112.00	112.00
Total			112.00	112.00

ADJUSTMENT OF COMPLAINTS.

ADJUSTMENT OF COMPLAINTS.

No. 7, 1893.

APPLICATION TO APPROVE PLANS FOR A VIADUCT OVER CERTAIN RAILWAYS ON NINTH STREET, DES MOINES.

On July 13, 1893, the commissioners filed their decision on the application for an order declaring the necessity for a viaduct on Ninth street, Des Moines. In that paper there is an attempt to define the powers of the board under the law, and the limits to its jurisdiction. The following extract will give their views:

> The board of railroad commissioners are simply required, after due examination, to determine whether such viaduct is necessary in order to promote the public safety and convenience, and determine as to the plans and specifications of such viaduct when submitted to their approval. The jurisdiction of the board seems to be essentially appellate or supervisory in its nature. This board could not, if it should refuse to approve of a viaduct on Ninth street, require the city council to provide one on Seventh street or any other street in that vicinity, and could not, without the action of such council, authorize or require any railway company to construct any such viaduct under the statute now in question.

The question then before the board was the necessity for a viaduct on Ninth street, and, while expressing the opinion that the needs of the city would be better served by a viaduct on some street further east, they determined that a viaduct, as ordered by the city council of Des Moines, was necessary to promote the public safety and convenience, and reserved the question of the approval of the plans for future consideration.

On March 21, 1894, the city engineer submitted plans and specifications for a viaduct on Ninth street, and the railways interested were notified that on April 3d any objections to the plans and specifications from parties interested would be heard by the board. The mayor and board of public works were also notified and invited to be present.

Mr. T. S. Wright, attorney for the C., R. I. & P. Ry. Co., presented the objections to the viaduct which seemed to be practically

the answer for all the railway companies; some of these were disposed of at the former hearing, and will not be again considered. His answer at that time, as revised and submitted in writing, is as follows:

CHICAGO, ILL., April 4, 1894.

W. W. Ainsworth, Esq., Secretary, Des Moines, Ia.:

DEAR SIR.—In accordance with my promise made yesterday to the board, I herewith present in writing the objections upon which we desire to insist concerning the proposed viaduct on Ninth street in Des Moines.

My understanding at the conference yesterday was that the matter of objections should be treated as though the plan of the viaduct had been presented at the same time that the board was called on to determine whether a viaduct on Ninth street was necessary for the safety and convenience of the public. This seems to me to be necessarily the proper course to be pursued, because the language of the statute conferring jurisdiction upon the railroad commission, I think, clearly contemplates that the question of necessity of a viaduct for public safety and convenience can not be separated from the question as to whether the proposed viaduct is proper.

The first section of the act confers power on the city council to require railroad companies to erect viaducts; but the same section provides "that no viaduct shall be required until the board of railroad commissioners shall, after due examination, determine *said* viaduct to be necessary in order to promote the public safety and convenience, and the plans of said viaduct shall have been approved by said board."

Now the board, called upon to determine these two questions, might very well say that a particular plan of viaduct was not necessary to promote public safety and convenience, because they might determine that *such* a viaduct did not operate to accomplish the result, and they might, therefore, determine that that viaduct, because it did not promote public safety and convenience, was not necessary to be built and could not be properly required.

If, therefore, the city council should submit these two questions to the commission, and in doing so should present a plan of viaduct with a legend or an ordinance attached thereto showing distinctly the purpose of the city to continue for public use the surface of the street upon which the viaduct was proposed, or should present a plan with double approaches to the viaduct, leaving space between the approaches clearly intended to admit surface travel to the street without obstruction, it would be entirely competent, in my judgment, for the board to say this viaduct is unnecessary in order to promote the public safety and convenience because as to all that portion of the public which desires to continue the surface use, as also to all that portion of the public using the railway trains, the public safety and convenience will not be promoted by this structure.

In this connection I desire to urge, as I did before the board, that the erection of this viaduct and the purpose of this statute contemplating their compulsory erection is not intended solely for the benefit of those persons who travel upon the highways of the town. But there is also contemplated the safety of that portion of the public traveling upon the railways. The danger incident to a common crossing of highways and railways is one which involves both the traveler upon the highway and the traveler upon the railway, and the law enacted to divorce the railway from the highway crossing, must be presumed to have been as tender of those upon the railway exposed to the danger, as of those upon the highway exposed to the same danger. If, therefore, the surface-way, to avoid which this viaduct only could be compelled, is to continue, the danger is not obviated and public safety and convenience is not promoted.

The supreme court of the state has held in regard to the fence law of the state, that it is passed not only for the benefit of the property owner through whose land the railway passes, but in the interest of and safety of the public traveler upon the railways. If this be so, how much more is it true that this statute requiring viaducts is for the benefit not only of those who travel on highways, but of those who travel on the railways?

Now in regard to the plans proposed by the City of Des Moines, it appears on the plan that there is no obstruction to the surface use of the street after the approaches are passed; and it appears from the testimony of the engineer that it was not his purpose to obstruct such use. It appears also from the statement made by Mr. Hatton, one of the citizens who appeared, that it was desired to prepare the plans in such a way as to indicate that the surface was not absolutely closed, with a view to reducing the amount of abutting damages. I think, therefore, it sufficiently appeared before the commission that it was not intended, certainly not affirmatively declared by the city, that the viaduct when erected should operate to terminate the surface use of so much of the street covered by the viaduct as passed over the railway tracks.

Now the statute provides that the commission shall, before the viaduct is required, approve the plan of a viaduct prepared as provided in section three of the act. Section three provides that these plans shall show the width, height and strength of any such viaduct and the approaches thereto, material thereof, and the manner of construction therefor shall be such as shall be required by the board of public works. Now, it is a plan submitted for the approval of the board showing, among other things, the manner of construction of the viaduct. This manner of construction I object to because on the face of it, and according to the testimony, it contemplates a continuance of the surface use of the street. It certainly permits such use and offers no obstruction thereto. I respectfully submit, therefore, that it is competent for the board to refer these plans to the city council to know definitely what the manner of construction is to be in this particular case. Because, as I have already said, if the manner of construction is to be such, and the purpose of the city is such as to continue the surface use, the safety and convenience of a large portion of the public will not be conserved or promoted by this viaduct, and it ought not to be required at the expense of the railroad companies unless this result is fully accomplished.

I desire to say further, that while I have no plans from our engineer, he states that from an examination of the plans of the city he would suppose that the structure would cost about fifty dollars ($50) per lineal foot, or a total of about ninety-eight thousand dollars ($98,000), while he thinks a sufficient viaduct could be built for thirty-four dollars ($34) per lineal foot, reducing the total price to about sixty-six thousand dollars ($66,000), a difference, as will be seen by the board, of thirty-three per cent. This would be a very material item, especially in these times.

I desire to submit further, that the company owns property between Ninth and Eleventh streets through which the city has vacated streets and alleys for the contemplated purpose of a freight house. This viaduct, if it shall, as it should, cut off the use of the surface of Ninth street, would shut the company and the public doing business in the city of Des Moines out of the most convenient use of this freight house, compelling all persons having business with it to approach it on Tenth or Eleventh streets, adding thereto one or two blocks distance in the travel from the business house. When this freight house shall have been erected, if the viaduct is constructed, the public convenience is, so far as that portion of the public is represented by shippers, would be seriously interfered with and obstructed rather than promoted.

If the subject is not concluded, we also submit that Ninth street is by no means the street a viaduct upon which would most conserve public safety. There are many streets east of Ninth street in the city of Des Moines used vastly more than Ninth street and upon which a viaduct is much more needed. Moreover, since the announcement of the decision of the board to the effect that the viaduct on Ninth street is necessary to promote public safety and convenience, there has been erected a bridge across the Des Moines river but a short distance west of Ninth street which crosses all the tracks and serves a large portion of the public south of the Raccoon river, which, at the time the decision of the board was made, would appear to have been accommodated by a viaduct on Ninth street. In other words, the necessity for a viaduct, so far as their convenience is concerned, is largely obviated by the structure already built.

I send a copy of this letter to Mr. Finkbine, in accordance with my promise to him.

Yours truly,

THOS. S. WRIGHT,
General Attorney.

There are some questions outside of what is regarded as the main issue that possibly have not been fully disposed of. The claim for damage to freight house property was fully discussed in former opinion. There are, however, two or three other matters in Mr. Wrights' argument on which the commissioners may properly here

express their views and leave what they regard as the vital questions for consideration later.

The engineer of the railway company estimates that the cost of the structure, as per plan of the city engineer, would be about $98,000, that a structure suitable for the purpose on a different plan could be built for $66,000. If the engineer of the railway company will submit plans and specifications for a viaduct that have all the elements of strength, durability, convenience and value to the public that the plans under consideration have, the board will submit them to the city authorities and use such influence as they can in favor of their adoption. They do not believe that the city will insist on $32,000 additional expenditure when a structure costing $66,000 will answer every need of the public as well.

A bridge over the tracks of the railways and the Raccoon river, further west, has been erected since the viaduct was called to the attention of the board, and the claim is made that this structure relieves, to a great extent, the needs of an over crossing here. In determining that a viaduct was necessary on Ninth street, the commissioners were aware of the fact that the City of Des Moines was constructing a bridge over the railways and the Raccoon river about Eighteenth street, nearly three quarters of a mile west; they did not then, nor do they now, regard this construction as doing away with the necessity for the viaduct in question.

Mr. Wright, in his argument, raises what is thought to be the important and vital question, "Whether the commissioners will approve of any plan for a viaduct on Ninth street that does not, in its manner of construction, show that its purpose is not to continue the surface use of such street, whether the public safety and convenience will be conserved or promoted by a viaduct that admits the joint occupation of the street below by trains and vehicles and the public generally."

That there might be no question of the attitude of the city upon this point, the board addressed a letter to the mayor and city council of Des Moines, dated April 10, 1894, which with the reply of April 14, 1894, is here submitted:

April 10, 1894.

To the mayor and city council of the City of Des Moines, Iowa:

When the matter of the applicaton for an order declaring the necessity for a viaduct on Ninth street in the City of Des Moines, was before the board of railroad commissioners in June, 1893, the claim was made by the Chicago, Rock Island & Pacific Railway Company that under the laws of this state, the erection of the proposed viaduct would operate as a vacation of so much of the surface of said street as would be beneath the viaduct. The board, in their decision under date of July 13, 1893, found the viaduct in question to be necessary in order to promote the public safety and convenience, but that conclusion was based quite largely, if not entirely, upon the views of the members of the board that the construction of such viaduct would operate as such a vacation, and was probably so intended by the city council.

The question of the approval of the plans for such viaduct was reserved for the future consideration of the board at the request of your honorable body, and it was thought probable that when such plans were submitted, the same might show the intention of preventing travel upon the surface of said street under such viaduct and thus clearly manifest the views and intention of the city authorities in relation to the matter in question. The plans submitted, however, and now before the board for its action in relation to the same, do not indicate an intention of obstructing public travel under such viaduct. The statements made to the board by the person who prepared the same, and a member of the board of public works of said city, when the matter of the approval of said plans was before the board for consideration on the 3d instant, would seem to indicate that your body has not yet considered or determined the question as to whether the city will insist upon the use of the street for public travel under such viaduct, should the same be erected. The object of a viaduct is to relieve a great danger to life and property by such street crossings at grade.

This question of the vacation of the street beneath such viaduct has again been raised before the board by the same railway company, as will appear by the objections filed to the approval of the plans of said viaduct by the board, and a copy of which objection is sent you herewith.

While desiring to keep entirely within the limits of its jurisdiction, the board of railroad commissioners would be pleased to have your body make known to it in any proper way the attitude or views of the city authorities upon the questions involved.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH,
Secretary.

STATE OF IOWA,
COUNTY OF POLK,
CITY OF DES MOINES.

CITY CLERK'S OFFICE,
DES MOINES, IOWA, April 14, 1894.

I, R. B Dennis, city clerk of said city, hereby certify that the city council of said city of Des Moines, at a meeting held 13th day of April, 1894, among other proceedings of said meeting, had the following:

WHEREAS, By communication of the railroad commissioners of Iowa by their secretary, the authorities of the city of Des Moines have been requested to indicate, with greater certainty, whether or not in the erection of a viaduct on Ninth street over the crossings of certain streets and alleys, the city authorities contemplate or intend to vacate that portion of Ninth street that is under said viaduct, or the streets and alleys crossing Ninth street beneath the contemplated viaduct; therefore, be it

Resolved, By the city council of the city of Des Moines, that the object of ordering said viaduct is to protect the public in the use of said street and crossings by reason of the fact that the operation of the railroads upon the surface of the street endangers the public safety in the use thereof.

Resolved, That in the opinion of the city council the act of the General Assembly authorizing cities of the first class to require the building of viaducts for the public safety does not contemplate or authorize the vacating of the streets or alleys of the city as a condition to the exercise of such power.

Resolved, That in the opinion of the city council, the object of the statute is to enable the city to make the streets and crossings safe for the public use, and not to abandon or prohibit their use by the public.

Resolved, That to vacate said streets would be to destroy the value of the use of the abutting lots, and entail upon the city or the parties who may indemnify the city against damage to the abuting property, a burden wholly unnecessary, unjust, and without precedent.

Adopted and approved.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

R. B DENNIS,
City Clerk.

The reply of the city council left the matter open for discussion.

The importance of this feature of the case was such that in the judgment of the commission the parties were entitled to a full and special hearing. On April 17, 1894, the commissioners addressed a letter to J. K. Macomber, city attorney, stating that the matter for decision by the board was "whether any plans that do not contemplate a vacation of the surface of the street after the viaduct is constructed shall be approved." He was asked to indicate some time in the near future when he would be prepared to argue this question, that a date might be fixed for a hearing.

Mr. Macomber replied that he would be prepared to present his case in the latter part of May, and agreeably thereto May 31 was fixed for the hearing.

The argument for the city was made by Judge Nourse and other gentlemen who were interested in the viaduct, and based largely upon the claim that to close the street under the viaduct would be to impose such conditions that the abutting damages could not be paid. It was claimed that a large percentage of the travel would go over the viaduct, and that which crossed the tracks would be of such amount and character that there would be comparatively little danger. Statistics from other towns where viaducts have been erected were introduced.

Mr. Wright appeared for the railroad companies and contended that the only right to impose the burden of constructing viaducts upon the railway companies was that under the viaduct the railroads should be relieved from liability to accident, from the joint occupancy of the street and the railway. He only asked the vacation of the streets where the railway tracks were laid. That the plans should show that it was not intended that the traffic on the street should reach the railway tracks, or to use his expression, that "the plans should show such physicial obstruction as to make crossings there impracticable." This position narrows the issue to a single question. Whether the board will approve any plan of viaduct at Ninth street that contemplates a joint occupancy of the tracks below the viaduct.

The following papers, submitted by City Attorney Macomber and Judge Nourse, are here introduced, as showing the reasons by which their claim for joint occupancy is sustained:

DES MOINES, IOWA, June 2, 1894.

To Honorables John W. Luke, Peter A. Dey and Geo. W. Perkins, Board of Railroad Commissioners, State of Iowa:

GENTLEMEN—In presenting herewith the blue print plan of the Twelfth street viaduct in Chicago, Ill., and telegram of J. W. Twohig, secretary of the board of public improvements of said city, I beg leave to sum up the evidence and information presented by the letters and plans regarding manner of viaduct construction in different cities of the United States, and filed with you on hearing of case of the Ninth street viaduct in the city of Des Moines, as follows:

First—That in Indianapolis, Ind., and St. Louis, Mo., as shown by letters of mayor and president of board of public improvements, the streets along or under viaducts are not closed.

Second—That in Omaha, Neb., as shown by the blue print of the Tenth street viaduct and the letter of W. O. Wakeley, city clerk, concerning same, it is clearly shown that there is property occupied by stores and warehouses between the tracks abutting this street under the viaduct. That said Tenth street is open to travel under the viaduct and across the railroad tracks between Jones and Leavenworth streets to reach this abutting property. That the crossings of these tracks are planked and open, the same as on streets where there are no viaducts.

Third—That in Chicago, as shown by the plan of the Twelfth street viaduct crossing the tracks of the Chicago, Rock Island and Pacific and other railways, and the telegram of J. W. Twohig, secretary of the board of public improvements, this street is open under and along said viaduct for travel to the freight houses on Twelfth street, from State to Clark streets, and between the tracks.

Fourth—That the blue print plans of the Omaha and Chicago viaducts show clearly that they are constructed on the same general plan as the one submitted by the City of Des Moines in this case, in that they all provide for carrying the through travel over the viaduct and the local travel to the abutting property between the tracks on the surface of the street under the viaduct. The plan of the Chicago viaduct, however, shows that the east approach was deflected to the south for the purpose of allowing free and unobstructed access underneath the same on Twelfth street, east of State street, while in the Des Moines plan the approaches to the viaduct entirely close the surface of the roadway and prevent through travel by teams on the surface of Ninth street.

Fifth—That we have not found a single city, in reply to eighty-four queries, where the street under the viaduct was closed so as to prevent access from the said street under or along the viaduct to abutting property between the tracks.

We contend that the viaduct provided for by the plans submitted by our city will "promote the public safety and convenience" by taking from the surface of the street all the through travel, which is the far greater per cent of the travel along said street and embraces horses and drivers unaccustomed to the cars, and to whom there is the greatest liability to accident, as was shown by the testimony, in this hearing, of the people living south of the Raccoon river.

That a very small per cent of the travel would remain on the surface of the street, and that by teams and drivers used to crossing the tracks to reach the warehouses between them, and there would be practically no danger to these teams and drivers, or from them to the public traveling on the trains crossing this street.

That viaducts built in this manner have accomplished these practical results is proved by the erection of the one on Tenth street, in Omaha, Neb., after similar structure had been in use in Chicago for many years.

We would suggest as a practical demonstration of this subject, if there exists a doubt on it, a personal visit by your honorable board of commissioners to Omaha, Neb., where a personal inspection of the Tenth street viaduct would show a similar relation of tracks and intervening property to that of Ninth street, in this city.

This viaduct carries a constant and steady stream of travel, and the surface of the street the few transfer wagons and drays necessary to conduct the business of the buildings abutting thereon.

We respectfully submit that for your honorable board to hold that this viaduct shall be so constructed as to prevent access from the surface of the street to the abutting property between the tracks, by crossing same for that purpose, is opposed to the general rule of viaduct construction in similar cases as shown above, and is not contemplated or provided for by the provisions of the statutes of Iowa.

That it is further opposed to the precedent established by this board in the case of the viaduct ordered on Seventh street in the City of Des Moines on June 4, 1889. In this case, a plan similar to this, in permitting the tracks to be crossed to reach the property between them, was approved by your honorable board providing for a viaduct crossing the tracks of the Chicago, Rock Island & Pacific and other railways on said Seventh street, to which decision you are respectfully referred.

That such an order in this case would render the building of this viaduct an

impossibility as the abutting property would be practically ruined in being deprived of access from the surface of the street, which can only be had by crossing these tracks.

The damages would be about the present value of the property and a much greater sum than the city could provide for the payment of. Not being able to be present at the hearing on the 31st ult., being detained in district court on trial of a case, I respectfully beg leave to call your attention to the facts herein set forth as reasons for the approval of these plans as submitted. Respectfully yours,

J. K. MACOMBER, City Solicitor.

P. S. I find the plans of the Seventh street viaduct in the city of Des Moines, approved by you June 4, 1889, are not on file in your office, and herewith present blue print of same from office of city engineer. J. K. MACOMBER, City Solicitor

DES MOINES, IOWA, June 2, 1894.

Honorables John W. Luke, Peter A. Dey and George W. Perkins, Board of Railroad Commissioners, State of Iowa:

GENTLEMEN: I herewith hand you a diagram of the viaduct on Twelfth street, between Wabash avenue and the Chicago river, Chicago, Ill. I beg to call your attention to the fact that upon State street there is a deflection or angle in this viaduct for the purpose of leaving open the access from the east portion of Twelfth street, so that parties having business to transact with the various warehouses situated between State street and Clark street may have access thereto beneath the viaduct.

You will notice that the freight house of the Atchison, Topeka & Santa Fe Railroad Company, of the Grand Trunk freight house and offices, and the Wabash, St. Louis & Pacific, and the freight houses and offices of the Chicago & Eastern Illinois Railroad Company, and the Chicago, Rock Island & Pacific Railway Company are all situated upon lots south of Twelfth and abutting upon Twelfth beneath the viaduct, and that Third and Fourth avenues and State street are all open, and also the west part of Clark street, and upon all said avenues and streets parties may approach the property on either side of Twelfth beneath the viaduct, crossing the tracks on the street surface for that purpose.

I also enclose for your information, copy of a letter of inquiry written for greater certainty to Mr. Twohig, secretary of board of public works, and his telegram in answer thereto.

The postoffice department did not deliver this plat to us until late yesterday, hence the delay in sending it to you. Trusting that this will be of some aid to you in arriving at a just conclusion, I remain, Yours very truly, C. C. NOURSE.

DES MOINES, IOWA, June —, 1894.

J. W. Twohig, Secretary Department of Public Works, Chicago, Ill:

DEAR SIR: Your favor of the 31st inst., with blue print of Twelfth street viaduct, received. Can you, without inconvenience, inform me by telegraph at once at my expense whether teams are permitted to enter Twelfth street, from Wabash avenue to Clark street, and travel Twelfth street under the viaduct and across the tracks of the different railroads for the purpose of reaching the freight houses along Twelfth street? I infer from the plan that such is the case, but would thank you for definite information on this subject.

TELEGRAM.

CHICAGO, ILL., June 2, 1894.

To B. S. Walker, 522 Walnut Street:

Teams can pass on Twelfth street under and reach freight houses.

J. W. TWOHIG, Secretary.

In compliance with the suggestion of City Attorney Macomber, the commissioners visited Omaha and find the following to be the condition of the viaducts and crossings in that city:

At Eighth street, which is near the west end of the Missouri river bridge, there is a grade crossing of all tracks. Ninth street is closed over the main, siding and switching tracks of the road.

At Tenth street there is a viaduct which crosses the tracks of

the Union Pacific and also of the Chicago, Burlington & Quincy Railways. The Union Pacific railway runs westerly from the Missouri river bridge to near South Omaha on the slope of a small creek. The three viaducts cross the railway overhead and land on the north slope of the valley of this creek. The nature of the ground is such that a landing south of the creek is impracticable; the structures are much longer than they would have been had the configuration of the ground been different. At Tenth street there are eleven tracks; these include main tracks of two railroads, side tracks, switching tracks, etc., over which there is no crossing, which are closed. There are, in addition, five tracks in Pacific street and north of it and one in the alley north of Governor street. These lead to warehouses, industrial and manufacturing establishments and the company's shops on the river bottom. They are of the same character as those in other cities leading through streets and alleys and intended mainly to save drayage. About twenty feet of the center of all these streets is obstructed by the system of viaduct construction, the balance open to the public.

Eleventh street viaduct: There are thirteen tracks under this viaduct with no means of crossing. Three piers of stone masonry are in the center of the street, then five tracks with crossings reaching industries and the river bottom.

Twelfth street, vacated, closed.

Thirteenth street, runs under railroad.

Fourteenth street, closed, vacated.

Fifteenth street, closed, vacated.

Sixteenth street, viaduct, seventeen tracks, no crossings.

Seventeenth street, grade crossings on all tracks.

West of Seventeenth street, no crossings for nearly a mile.

With a viaduct at Seventeenth street the railroads would have an uninterrupted roadway of a mile and one-half in length on which the through traffic is carried, and all switching of trains, through and local business is done, except the tracks to private warehouses and industries along the streets crossed by these tracks, to their shops and whatever industries may be located upon the river bottom.

There is very little in the situation at Omaha for a precedent in the case under consideration, the railway companies owning all the lands between the tracks except those tracks that are run for a special purpose outside of the regular railway business, and outside of railway ownership, the use of these tracks being, as before

stated, more of the character of drayage than regular railroad operation.

Twelfth street viaduct, Chicago: As statements were made with reference to the viaducts on Twelfth street, Chicago, it was thought, as there was some conflict of statement, that a more intelligent idea of the practicability of the use of streets under viaducts would be obtained by the commissioners personally inspecting those in Chicago. They first examined Twelfth street viaduct.

Under this there are fifty-one tracks; of these there are six supposed to be the Santa Fe with crossings planked under viaduct to warehouses. The balance are not crossed under viaduct. Custom House and Plymouth places and some other streets parallel with these railway tracks are reached from grade crossings some distance north and south. There are eleven tracks, supposed to be the Nickle Plate and Lake Shore, over which, in a diagonal direction, there is a planked crossing not under viaduct, said to be for the purpose of allowing the fire companies to reach the river. Then ten tracks, supposed to be the Chicago, Rock Island & Pacific, with no crossings under viaduct, then six tracks of the Northern Pacific and seven of the Chicago, Burlington & Quincy, with no crossings under them.

The other viaducts examined were: Halstead street, over Chicago, Milwaukee & St. Paul and Panhandle. No crossings under viaduct, paved streets between and parallel with tracks, reached from grade crossings

Halstead street, over the Chicago & Northwestern: No crossings under viaduct.

Sangamon street: No crossings under viaduct, paved streets, parallel with tracks, reached from grade crossings some distance away.

Indiana street viaduct: No crossing under viaduct.

Kinzie street viaduct: No crossing under viaduct.

Desplaines street, Milwaukee and Carroll avenues viaduct: No crossings under viaducts, paved streets, parallel to tracks.

Center and Blue Island avenues viaduct: Twenty-four tracks under this viaduct, no crossings. The railways are said to be Wisconsin Central, Chicago, Burlington & Quincy, and Chicago & Northwestern.

Thirty-fifth street viaduct: Over Fort Wayne & Western Indiana. Twenty-two tracks, no crossings under viaduct.

Sixty-first street viaduct: Fourteen tracks, and the switches of four additional tracks, start north of avenue under viaduct. No crossing under its entire length.

The Chicago viaducts, like those at Omaha, do not furnish cases sufficiently like those in Des Moines to give any reliable precedent, as in almost every case where there are viaducts, the property mostly belongs to the railway companies, so that there is no interest adverse to theirs. It might be said, without fear of successful contradiction, that so far as railroad tracks at Omaha and Chicago, the rule is, no crossing under viaducts is permitted over tracks used for the general business of the roads. Custom House and Plymouth Places are parallel with the railway tracks, and run under Twelfth street viaduct. From these streets tracks and warehouses are reached. Dearborn street terminates at the passenger station on Polk street, and Custom House street runs to the west of it, past and under Twelfth street viaduct. Tipton avenue terminates on Taylor street so far as it reaches the surface of the ground; from there south to Twelfth street there is a viaduct occupied underneath by the Chicago, Rock Island & Pacific as a warehouse. There was originally no street below Taylor, but by agreement between the railroad and the city it is jointly occupied.

There are many viaducts in Minneapolis and St. Paul. On none of them, as far as observed, were there crossings under the viaducts, but like the other cities the property between the tracks is owned by the railroads.

The president of the board of public works of St. Louis writes City Solicitor Macomber that in that city the portion of "street under viaduct across railroad property is practically closed."

In Indianapolis the street under the only viaduct in the city is open so that vehicles can pass under. The other replies forwarded the board were generally in the nature of a discussion of the question, rather than giving the existing conditions. As before stated, the almost universal effects of viaducts, so far as the commissioners have been able to ascertain, is to close the streets where the tracks cross.

Among the precedents claimed by City Solicitor Macomber for leaving the streets over the railways under the viaduct open for traffic is the action of this board in the approval of the plans for a viaduct on Seventh street. When this matter was before the board, the joint occupation of the street below by the city and the railway at the crossing of the tracks was not discussed by any of the parties and did not enter into the text of the decision. The only intimation was in answer to the objection of Mr. Brayton, the engineer of the Rock Island road, who claimed that no side walk was required on the viaduct, the commissioners say "they regard the side walk

almost as important as the roadway, the object being to eliminate the element of danger to foot passengers as well as teams at this crossing." Two of the commissioners who approved those plans are not now members of the board; the third member supposed that there would be no grade crossing of the tracks from the statement on the plans: "Not paved between posts except at street intersections." The tracks are also shown under the viaduct with no indication of means of grade crossing provided. A more recent examination of the plans makes the view of the City Attorney at least plausible. It is not believed that this plan would have been approved had a grade crossing been required for foot passengers and teams over the traffic and switching tracks of these railways.

On April 14, 1894, the city council in reply to a communication from the board of railroad commissioners, expressed the opinion that the law authorizing the building of viaducts for the public safety, does not contemplate the closing of the streets and alleys as a condition to the exercise of that power; that the object of the statute is to make the streets and crossings safe for public use, not to abandon them. To vacate the streets would be to destroy the value of abutting lots and increase the damage and would entail upon the city a burden wholly unnecessary, unjust and without precedent.

The railway companies are required to expend from sixty-six to one hundred thousand dollars in the construction of a viaduct on Ninth Street for a specific purpose, viz., it being necessary for "the safety and protection of the public." "Nor shall any viaduct be required until the board of railroad commissioners shall, after due examination, determine said viaduct to be necessary in order to promote the public safety and convience," and "the plans of said viaduct * * shall have been approved by said board." The object of the viaduct is for the safety and protection of the public, the board may not approve until after due examination they have determined that said viaduct is necessary in order to promote the public safety and convenience. The question arises, how wide is that authority, and how much or how little of the diversion of the travel from the surface should be considered in the action of the commissioners. The arguments made before the board in no case claim that with the streets open below for the passage of the public under the viaduct, that danger of accident would not still remain. The claim, however, is that a large portion of the travel would go over the viaduct and the grade crossing being generally by freight teams, that the danger is less than with teams not used to the cars.

The statement is made that in case the street is closed for teams, that the damage to abutting property will be so great that they can not be paid. Absolute protection, so far as this street is concerned, could be furnished by a structure that would prevent grade crossing over the tracks; this seems to be admitted and desirable, if it could be paid for. If this cannot be done, then should a comparative protection be furnished, based on the ability of the parties interested to pay for damages to property? The element of danger at any railroad crossing cannot be eliminated by use, practice or daily contact. The only condition of absolute safety is to so separate by construction the one way from the other, that physical contact is impracticable.

The legislature of Massachusetts in 1888 appointed a committee of experienced civil engineers to investigate and report upon the subject of the gradual abolition of crossings of highways by railways in the state, with recommendations as to the best methods of accomplishing such abolition. The commissioners estimated the cost at $40,766,000 and advised that some method be adopted that would begin with the most important ones and gradually in time do away with all grade crossings. The legislature in 1890 passed a law providing for the method of separating the highway from the railroad and divided the cost as follows: 65 per cent paid by the railways, 10 per cent by the city or town where located, and 25 per cent by the state.

The latest expression upon the subject of joint occupancy of the streets is in the action of the city authorities of Chicago. It has there been determined that all the railroads that enter the city must elevate their tracks for the purpose of separating the highway from the railway, preventing the physical contact. The expenditure for this purpose is estimated at not less than two hundred millions of dollars. Some of the companies are already beginning this work, others probably will contest the city's action, but the underlying idea that safety to the public can only be attained by a complete separation is rapidly gaining popular support. It is understood that the city makes some guarantee as to the damages to abutting property.

The Ninth street viaduct will probably be the first one constructed in the state under the present law; so far the only one ordered that the question of joint occupancy with the railroads at their crossings has been demanded. This viaduct will be a precedent, and upon the decision of this case, the character of all future structures of the kind may be predicated. It is, therefore, especially important that the safety and convenience of the public be assured as far as practicable.

It is evident that the trend of popular opinion is in the direction of separating entirely the highway from the railway, as is to a great extent the practice in Europe, and this tendency is due to the conviction that the public safety and convenience require it.

To absolutely divorce one road from the other is believed to be the intent of the law, as in no other way can the security and accommodation of the public be assured.

With this view the commissioners cannot approve any plan that does not provide for closing the street where the railroad tracks pass. They do not by this wish to be understood as holding that the plans for a viaduct must in all cases provide for a physical obstruction of the street underneath, but either in that or some other proper manner, by ordinance or otherwise, it should appear that the crossing at grade of the main and side tracks, under any such viaduct, is not contemplated after the same is constructed.

The streets between are properly open to the public and may, it is thought, be approached from the alleys running to Eighth or other streets. If the alleys are not wide enough to meet the requirements of the owners and occupants of the property, the city may condemn additional width.

Des Moines, Iowa, September 7, 1894.

No. 1, 1894.

CITIZENS OF DIAGONAL, IOWA,
vs.
CHICAGO GREAT WESTERN RAILWAY COMPANY.

Asking freight station at Diagonal, and improvement of passenger facilities.

Petition filed August 7, 1893.

DECISION OF COMMISSIONERS.

On August 7, 1893, Jos. S. Reynard filed, in the office of the commission, a petition asking the board to order the Chicago Great Western Railway Company to establish accommodations for freight at Diagonal. With it was filed statements of C. J. Todd, Henry Stiles, B. C. Paw, Hartman & Bailey, Sabolkha & Hartman and H. J. C. Reed, business men and shippers at Diagonal, in which most of them state that they were in business at Goshen and at large expense moved their business and business houses to Diagonal on the faith of a letter written by Mr. Egan, president of the railroad, that his company "would endeavor to accommodate them and do everything he could to promote the interests of the town at the

crossing or any other point on the line where it would be of mutual advantage to the people and the company." The rates are 10 to 18 cents per hundred less from from Des Moines and 8 to 16 cents per hundred less from St. Joseph to Diagonal than by the Humeston & Shenandoah railroad. The cost of drayage from Knowlton to Diagonal is from 50 to 75 cents per load, or $7.00 to $15.00 per car. Mr. Reynard in his petition says:

First—That the town of Goshen was abandoned and the business men moved to Diagonal on the faith of the letters above quoted, written by Mr. Egan, president of the railway company.

Second—That nearly all the business of Diagonal would go over the road if proper facilities were furnished.

Third—The passenger accommodations ordered by the board, as the result of a former complaint, are insufficient, the receipts from passenger tickets are $175 per month.

Fourth—The order for passenger facilities was made for the traveling public. What is now asked is for the community at Diagonal, which now contains 400 inhabitants, and the wants of the locality are a side track, station house, etc., and one local freight each way stop, and shipments be made and received in car loads and less than car load lots. Mr. Reynard thinks the ten business houses would average freight charges of $400 each per year, making with the passenger earnings about $6,000 per year for the station, leaving grain and stock shipments at Knowlton as they are now made from that place.

The answer of the company is:

First—That the reason and the only reason why they decline to erect the necessary station buildings and put in side tracks is that the business to be done is not sufficient to warrant the expenditure.

Second—The matter has been investigated by the commissioners and the former order is a complete adjudication of the case.

Third—The letter of Mr. Egan quoted in the complaint was simply preliminary to any agreement, was in general terms for the purpose of ascertaining what was needed and for discussing plans for the purpose of accommodation of the parties desiring facilities.

Fourth—The distance by rail between Diagonal and Knowlton is one mile and one-half, and it is impossible for a railroad company to put in stations where the revenue would be entirely inadequate to maintain the station and pay for the investment.

On January 3, 1894, the commissioners went to Diagonal and took the testimony of C. J. Todd, E. E. White, G. W. Hartman, Henry Todd, A. Bailey, D. H. McCleary, Charles Richardson, James Todd

and F. W. Wellanes for the complainants, and G. F. Overholtzer, the agent of the company at Diagonal, for the respondent.

The testimony in the main sustains the claim made, in that the letter of Mr. Egan was seen and read by the parties who moved from Goshen. The cost of moving the town from Goshen was about $12,000. The opinion expressed by the witnesses was that about $4,000 of freight charges would be paid in addition to the passenger earnings if a station was made at Diagonal.

On February 20, 1894, the case was argued by Mr. Reynard for the complainants and Mr. Wright for the railway company.

The original decision in this case was filed August 30, 1889. Most of the reasons assigned in the present complaint were then before the board.

The contract claimed to have been made by Mr. Egan in his letter of February 11, 1889, which is urged as a reason why the town of Goshen was moved to the crossing is hardly a matter that the commissioners could properly determine, being in the nature of private rather than public rights, still it may be well to quote part of the correspondence. In reply to a letter of E. E. White, dated February 7, Mr. Egan, on February 11, replies: "If you will send me a map about where you would want a side track at that point and what you expect us to do for you in the matter we shall endeavor to accommodate you, and shall do everything we can to promote the interests of the town at the crossing or any other point on the line where it would be of mutual advantage to the people and to this company."

On March 4 Mr. White sends a map "showing where the town is to be laid out and a convenient depot and switch grounds." On March 7 Mr. Egan replies: "It appears to me, after looking over the map, that it would be a great deal better for the interests of your town and the people in general to unite in building up a city at Knowlton, in place of starting one west of there a mile and one-half distant. I have no doubt but what the people of Knowlton would give you every opportunity, and we certainly would leave nothing undone to do what we can to assist you at this point." April 17, forty days later, Mr. White declines the suggestion and asks a depot and switch at the crossing. On April 20, Mr. Egan declines this on the grounds that it would be injustice to the towns on either side, and says: "I can not encourage you to locate at the crossing." The dates of the letters are here given to show that the town was moved after Mr. Egan had refused a station at that point.

It is not claimed in the petition or in the argument that there is

any freight that requires transfer from one road to the other at Diagonal, and the station is asked solely in the interests of this town. This being the case, the commissioners can see no reason why the conclusions reached in the former case are not fully as applicable now. They are as follows:

> That the towns of Diagonal, on the Humeston & Shenandoah, and Knowlton, on the Chicago, St. Paul & Kansas City Railway, with station, side track, stock yards and other facilities for shipping, being only a mile and a quarter apart, on competitive roads, give to that section of country choice of markets and all the competition they would enjoy if both were located at the crossing. The accommodation of the traveling public, however, including a large portion of southwestern Iowa, who wish to reach the capital and other points north by the shortest route, will be best subserved by the establishment of a passenger station, at moderate cost, at Diagonal, on the Chicago, St. Paul & Kansas City Railway, and the flagging and stopping of passenger trains as the wants of the traveling public require, that said station be warmed and lighted before the arrival and departure of trains carrying passengers, and be in charge of a flagman. The design of the law, chapter 24 of the laws of the Nineteenth General Assembly, was to accommodate the traveling public, rather than those living near the railroad crossing, and holding this, as in former cases, the commissioners recommend the establishment of the passenger depot as above.

The passenger accommodations furnished are certainly meager, but in the present condition of business on the railways of the state, the board will hesitate before it requires additional outlays if those furnished on most occasions answer the purpose.

Des Moines, Iowa, February 22, 1894.

No. 2, 1894.

DANIEL LEONARD, Corning, Iowa,
vs.
ALL RAILROADS IN IOWA.

Asking a reduction of the minimum weight in a car load of sheep.

Complaint filed February 5, 1894.

DECISION OF THE COMMISSIONERS.

On February 5, 1894, a letter was received from Daniel Leonard, president of the Blue Grass District Sheep Breeders' and Wool Growers' Association, in which he states that ever since sheep were shipped to market from southwestern Iowa, he and others have been paying for about two thousand pounds more per car than could be put in. The minimum weight of a thirty foot car is ten thousand pounds, whereas only eight thousand pounds can be loaded without injury to the sheep. In answer to a request for a more specific statement, Mr. Leonard says that the sheep he ships are fat and designed for market, and that he can only load 80 sheep, averaging in weight 100 pounds. On April 4, 1894, Mr. McKibben, of Albion, makes the same statement. There seems in the complaints no fault

found with the rate per hundred pounds charged, but simply that the minimum is two thousand pounds in excess of the weight of sheep that may be safely loaded in the car. There were two answers to the complaint filed, one by J. M. Johnson, general freight agent of the C., R. I. & P. Ry. Co., and one by A. C. Bird, freight traffic manager of the C., M. & St. P. Ry. Co.

Mr. Johnson protests against the reduction, as the haulage of sheep at the present rate fixed by the board is the least remunerative of any business his road engages in. He says that it has been the practice to allow sheep bought in the west to be unloaded to graze and be fattened in Iowa or Illinois, and then carried to Chicago on practically one rate; this must be changed and the two local rates charged if the minimum is reduced. The cars are usually in the sheep traffic loaded but one way, as when ordered they are wanted promptly, and cannot be held for collecting freight suitable to be carried in stock cars. Mr. Johnson further claims that local shipment of sheep in Iowa is practically nothing, and any holding of the board would be of no value to the shipper. He gives the rates of sheep per car load in four states based on present minimums for 100 miles: Kansas, $22.50; Nebraska, $18.00; Missouri, $25.00; Iowa, $15.62; proposed Iowa, $12.80. For two hundred miles: Kansas, $33.00; Nebraska, $25.20; Missouri, $41.00; Iowa, $21.34; proposed Iowa, $17.60.

Mr. Bird, of the C., M. & St. P. Ry. Co., says that it is probably true that 8,000 pounds of sheep is all that can be loaded in a 30 foot car without over-crowding, but that the minimum weight is an essential factor in making the rate; for practically the same service his company now gets $20.83 per car for hauling cattle 100 miles, for hauling hogs $15.89, and sheep $15.62; to reduce the minimum to 8,000 pounds would make the rate for hauling a car-load of sheep $12.80. He claims that the rate made and the minimum fixed were the result of the law of 1888, and fixed by the commission as reasonable, the railway companies claiming they were too low; no one has claimed that they were too high.

On Wednesday, April 4, the day fixed by the board for the hearing in this case, Mr. Leonard and Mr. Averill appeared to represent the interests of the shippers of sheep; Mr. J. T. Ripley, of the Western Classification Committee, for the C., M. & St. P., C., R. I. & P., and C., B. & Q. railways; Mr. Bechtel, division freight agent for the C., B. & Q. Mr. Leonard claimed that the present minimum was at least two thousand pounds more than the weight of sheep that could be loaded in a car, and the tendency was to encourage

shippers to load too full, which resulted in killing a great many and reducing the value of those that were put on the market. He had, for five years, shipped sheep from Adams county, and had for that period topped the Chicago market, showing that his opinion of the minimum load in a car was entitled to consideration. He claimed that Nebraska sheep men were furnished double-decked cars, and were enabled to load nearly double the number of sheep, which at the rates charged paid for the use of cars more than cattle or any other live stock. This statement was denied by Mr. Bechtel, who stated that no double-decked cars were furnished shippers of sheep from either Nebraska or Kansas, but only for sheep brought from the extreme west. That no chutes for loading double-decked cars were provided by any of the Iowa lines. Mr. Bechtel presented a statement of sheep in single-decked cars, weighed in the Union Stock Yards, Chicago, during the month of March, 1894, the average weight of thirty-seven 30-foot cars was 7, 819 pounds, of sixteen 33-foot cars 8,994, of fifty 36-foot cars was 9,572.

The parties admitted that but one car of sheep had to their knowledge been shipped from one place in the state to another, and that practically all shipments of sheep were from Iowa to some market outside the state, and that any action by the commissioners would be of no value to the shippers so far as state commerce is concerned.

There is a rule adopted by the courts and sanctioned by the holding of the Interstate Commerce Commission that a carrier may not charge an extremely high rate for a service in transportation, simply because he fails to furnish the proper facilities for performing the service economically, and if the shipment of sheep was so large an item in state commerce as to demand and justify the outlay, the commissioners would incline to the opinion that it was the duty of the railway companies to furnish double-decked cars and proper facilities for loading in that case a minimum of sixteen thousand pounds, which is double what is asked for by complainants for a single car, and which would pay as freight something more than is now paid on a car load of cattle. Under the statements and claims in this case the traffic is not large enough to justify the additional expenditure, and the rate as now charged is, per car, lower than any other live freight.

As this is not a question of any practical value, so far as their urisdiction extends, and for the reasons above stated, the commissioners do not feel it to be their duty to change their schedule.

Des Moines, Iowa, April 12, 1894.

No. 3, 1894.

CITIZENS OF UDELL, IOWA,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.
Station Facilities.

Petition filed October 28, 1893.

DECISION OF COMMISSIONERS.

On October 28, 1893, a petition was received, signed by C. A. Hornaday, asking the board to establish a station on the line of the Chicago, Rock Island and Pacific Railway, at the siding named in the time card of the company, Udell. He asks that the people of that vicinity be allowed to flag the local train going west and the passenger going east. He asks a stock pen, chute, stock scales, waiting room and platform for passengers, and a side track on which may be erected grain warehouse, etc.

Udell is situated on a divide between the Fox and Chariton rivers, running from Moulton north-westerly, the country on both sides of this divide being broken. He states that a station located on this divide, which is accessible by roads, would draw a great deal of business that now goes to Moulton, the roads to Unionville and Centerville being impracticable.

Mr. E. St. John, General Manager of the road, in reply to the petition, says the subject was fully discussed by him a year before and the situation is not materially changed. His former reply was that recent investigation had demonstrated the truth of what he had previously believed, that the station was unnecessary and the expenses of its operation would far exceed its receipts. The Udell siding had been put in for the convenience of trains doubling the heavy grade from the Chariton river, the tracks further west were taken up. From Udell to Centerville the country is very broken and between them there is no good point for a station and that any station midway between Unionville and Centerville would not pay expenses. He thinks there would be a few cars and some traffic between Udell and Centerville during high water and mud. The board fixed January 31, 1894, on the arrival of the train from the east as the time for hearing the Udell station complaint.

At the hearing Mr. Hornaday and about seventy-five others were present asking for the station. Mr. Brayton, engineer, appeared for the railroad company. Testimony was introduced to show that the country on this divide running southeast and northwest from Udell was remarkably good, producing almost everything raised in the state anywhere. About ninety per cent of this business goes to Moulton, a station about ten miles southeast on the Wabash road, to the Rock Island at Unionville about ten per cent. The petitioners simply desire a side track, yards large enough to handle two car loads of stock and a small building to shelter passengers. They do not ask an agent, and are willing to bill their freight from Unionville. The testimony of all parties fully confirmed Mr. St. John's statement that there is no point between Udell and Centerville for a station, the country being very rough and broken. The community at Udell propose to furnish, without cost to the company, all ground necessary for station purposes. At the request of Mr. Kimball, assistant to the president of the railroad company, dated March 8, the commissioners held this matter for him to give it further investigation, as to the feasibility of a location further west. On April 12 he writes that he did not find a desirable location for a station and submitted the question of a station at Udell on its merits.

Udell, by railroad, is three and one-half miles from Unionville, and nine and one-half from Centerville. By the agreement of all parties to this case it is the point furthest west from Unionville that presents any inducements for the establishment of a station, either the Chariton river bottom, the broken country, or the gradients making any location west of this either impracticable or not desirable.

In view of the fact that the Udell petitioners merely ask a side track, moderate stock shipping facilities, and a small house for storing goods and the shelter of passengers, no agent or billing facilities, the board are of the opinion that this should be granted them. The outlay will not be large and it seems probable that considerable business may be developed at Udell. With this conviction they, under the provisions of section 3, chapter 77, laws of the Seventeenth General Assembly, "Whenever in the judgment of the railroad commissioners it shall appear * * * that any change in its stations * * * is reasonable in order to promote the convenience and accommodation of the public * * * that they shall inform the railroad corporation of what changes they adjudge to be proper," advise the railroad company to furnish the facilities asked for and allow such trains to stop or be flagged as are necessary to accommodate the business offered.

Des Moines, Iowa, April 18, 1894.

No. 4. 1894.

H. R. HEATH & SONS, FORT DODGE, IOWA.
vs.
THE ILLINOIS CENTRAL RAILROAD COMPANY.

Switching and discriminations.

Complaint filed April 7, 1894.

DECISION OF COMMISSIONERS.

On April 7, 1894, Mr. H. R. Heath, one of the proprietors of the oat meal mill of H. R. Heath & Sons, located on the tracks of the Minneapolis & St. Louis Railway at Fort Dodge, Iowa, called in person on the board of railroad commissioners in Des Moines, and made the following statement:

That he is one of the proprietors of the mill last above named; that this mill has been located at this present site for about three years; that during that three years he has done a large amount of business in transferring grain, making oat meal etc; that both the Minneapolis & St. Louis Railway and the Illinois Central (Dakota & Sioux City) Railroad Companies have always switched his cars on request, without charge; that it has during all this time been the custom of each company to place cars upon the transfer track for his mill whenever the contents of the cars was billed to H. R. Heath & Sons; that on or about March 1, 1894, H. R. Heath & Sons entered into a contract with certain parties who were buying grain to transfer such grain from the Illinois Central cars or cars from the Illinois Central Railroad to the Minneapolis & St. Louis cars or cars to be run on the Minneapolis & St. Louis Railway; that such transferring was done by elevating the grain in the above named mill and reloading it into the other cars; that the Illinois Central Railroad Company placed twelve cars so destined on the transfer track; that immediately thereafter the Illinois Central Railroad Company refused to place any more cars of grain destined to Minneapolis on said Minneapolis & St. Louis transfer track, though requested in writing so to do; that instead of setting the cars in on the transfer track the Illinois Central Railroad Company would only set the cars at what it called its team track, thus compelling the complainant to unload the grain in these cars into wagons and haul the same to his mill, nearly or quite a quarter of a mile; that the extra expense thus incurred in unloading this grain and hauling the same in wagons was detrimental to complainant and deprived him of the profit that would otherwise have accrued if the Illinois Central had set the cars on the transfer track as it was in duty bound to do; that it still continued to set and switch cars for other patrons of the road and that in consequence the complainant was unjustly discriminated against and damaged, and complainant asks immediate investigation on the part of the board of railroad commissioners and an order compelling the Illinois Central Railroad Company to at once proceed to set these cars on the transfer track and cease the discrimination now practiced.

In corroboration of the above, Mr. Heath filed letters, one from H. R. Heath & Sons, dated March 14, 1894, and directed to K. I. Alexander, agent Illinois Central Railroad Company, Fort Dodge, which reads as follows:

DEAR SIR—Kindly have all cars that are consigned to us put on the Minneapolis & St. Louis transfer track as early as possible, so they can be unloaded in the usual way. Please give us the number of all cars now here consigned to us. You notified us of the following cars: Cars 9671, 7939, 2469, 6934, 4627, 5574 and 199, that you had put on track known as city track. Please change them to Minneapolis & St. Louis transfer track at once. This is the usual way, and we must insist in having its continuance, at least until the cars that are now consigned to us are disposed of. Yours truly,

H. R. HEATH & SONS.

And in reply thereto, from the Illinois Central, through its agent, Mr. K. I. Alexander, at Fort Dodge, as follows:

FORT DODGE STATION, March 14, 1894.

H. R. Heath & Son, Fort Dodge, Iowa.

GENTLEMEN—Yours of even date in regard to a lot of corn on track here billed to your order, is received. For what are considered good reasons I am instructed to compel delivery from our team track, and must decline to place the cars on the connecting track, so they can be switched to your elevator. Yours truly,

K. I. ALEXANDER, *Agent.*

Mr. Heath also filed the following:

FORT DODGE, Iowa, March 31, 1894.

K. I. Alexander, Agent Illinois Central Railroad, City:

DEAR SIR—We have bill of lading for car 3002 Illinois Central, loaded with corn. Will you kindly have same set on Minneapolis & St. Louis transfer track so we can have it switched to our mill?

Yours truly,

H. R. HEATH & SONS, C. H.

FORT DODGE, March 31, 1894.

9 A. M—Illinois Central cars 7206, 3002, L. No. & T. 10271, Illinois Central 11216, corn billed to H. R. Heath & Son, is ready for delivery on our team tracks.

J. T. Harahan, second vice-president of the Illinois Central Railroad Company, was at once informed of said complaint and requested to give the same immediate consideration, and answer, which being somewhat delayed, his attention was again called to the matter, and the board was informed that his absence from Chicago had been the cause of the delay, but on the 17th of April, 1894, the following reply was received:

CHICAGO, April 16, 1894.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 7th instant in regard to the complaint of Mr. H. R. Heath, one of the proprietors of the oat meal mill of H. R. Heath & Sons, Fort Dodge, Iowa, concerning the refusal of the Illinois Central Railroad to switch certain cars of corn to the connecting track with the Minneapolis & St. Louis Railway at Fort Dodge:

It has been the custom of this company to set cars consigned to Messrs. Heath & Sons, whose contents were to be used in their mills, or stopped at Fort Dodge, on its connecting track with the Minneapolis & St. Louis Railway at Fort Dodge, when containing grain or other freight shipped into Fort Dodge from its own line. This company did refuse, through its agent, to set certain cars of corn consigned to H. R. Heath & Son on the connecting track during the month of March of this year, which was not to be consumed in their mills, or stopped at Fort Dodge, for the following reasons: The Illinois Central Railway Company denies, however, unjust discrimination against the complainant, as it is still willing to perform the same service heretofore performed by it, for the complainant and also for other persons or firms under like circumstances and conditions.

The Illinois Central Railway Company affirms that the object of consigning the corn in question was part of a scheme on the part of the representatives of the Minneapolis & St. Louis Railway and certain grain dealers doing business in Minneapolis, Minn., to deprive the Illinois Central Railroad of its just and agreed proportions of

revenue on grain forwarded from its stations west of Fort Dodge to be delivered in Minneapolis, for which business legal tariffs providing for through billing from points of shipment to destination were and are in effect. By billing the corn locally to Fort Dodge the Iowa local distance tariff was paid, while the proportions accruing to the Illinois Central Railroad Company on business from its local territory, destined to Minneapolis, are considerably greater, such division having been voluntarily offered by the general freight agent of the Minneapolis & St. Louis Railway to apply on such traffic.

The Illinois Central Railroad Company further affirms that an agreement was made between the Minneapolis & St. Louis Railway officials and grain dealers at Minneapolis to make a secret and unlawful rate on grain from Ft Dodge to Minneapolis, not in accordance with the provisions of the interstate law, by which said representatives of the Minneapolis & St. Louis Railway and the Minneapolis grain dealers referred to have by connivance violated the same.

The Illinois Central R. R. Co. further affirms that in refusing to switch the corn referred to, it was with the belief that the grain was not owned by Heath & Son or to be used by them in their legitimate business, and for the reasons given it was justified in the refusal to switch cars, as stated.

Affidavits are in the possession of the Illinois Central Railroad Company which show clearly that when the corn was purchased it was with the definite statement on the part of the purchasers, and so understood by the sellers, that it was to be forwarded to Minneapolis after being billed to Fort Dodge locally and transferred into cars belonging to or run over the Minneapolis & St. Louis Railway.

For the reasons given above the Illinois Central Railroad Company asks that the complaints be dismissed. Yours truly,

J. T. HARAHAN, Second Vice President.

And later the following was received by wire from Mr. Harahan:

Please add to my letter of yesterday, 16th inst., the following statement: "Mr. Heath advised our agent at Ft. Dodge that all the interest he had in the grain was the transferring of the same from our cars to Minneapolis & St. Louis cars, and that he was not the owner of it."

April 26, 1894, at Ft. Dodge, was fixed upon as the time and place for a hearing, and all parties duly notified, at which time and place all the commissioners were present, the complainant appeared in person and by M. D. O'Connell, his attorney, and the respondent company by J. T. Harahan, vice president, C. K. Dixon, division superintendent, and J. F. Duncombe, its attorney. The members of the board examined the location of the several switches and railroad tracks and elevator in question, and heard all the evidence then ready to be offered by the parties respectively, and by consent of parties further time was allowed for the defendant to take in proper form, and file with the board, additional evidence; arguments of counsel to be submitted in writing, or made orally at the office of the commissioners at Des Moines, as might be agreed upon by the respective parties. The last of such evidence and written arguments were filed with the board on the 22nd day of May, 1894.

There is very little conflict in the evidence as to any of the material facts in the case, which the commissioners find to be substantially as follows: The defendant line of railway crosses over that of the Minneapolis & St. Louis Railway at the city of Fort Dodge;

the complainants own and operate a large oat meal mill and elevator at that place, which are located on the line of the Minneapolis & St. Louis Railway; the tracks of these two railway companies are connected by what is known as a "Y" in the usual manner; what is known as the team or city track of the Illinois Central Railroad Company is located very near to this "Y" connection with the other line in question, so that there is practically no difference in the labor or expense of setting cars from defendant's line on said "Y" or transfer track, or the said team or city track above mentioned. The complainant's mill and elevator are situated nearly one-half of a mile from said team or city track of defendant. There are other mills, shops and industries of various kinds located at Fort Dodge on the line of the Minneapolis & St. Louis Railway Company, besides those of the complainants. It has heretofore been the custom of the defendant to place upon said "Y" or transfer track all freight in carload lots arriving at Fort Dodge on its line for the complainants and other persons located on said Minneapolis & St. Louis line and such custom still continues, the only exception being, so far as appears from the evidence, the refusal to so place the cars of corn for the complainants referred to herein. For several years last past there has been a joint tariff on grain, including corn, in force on the line of the defendant company and the lines of the Minneapolis & St. Louis Railway Company between St. Paul, Minneapolis, and Minneapolis Transfer, Minnesota, and stations on the Illinois Central Railroad in Iowa, Minnesota and South Dakota. From October 26, 1893, to February 19, 1894, the rate on corn in car loads under such joint tariffs was fifteen cents per hundred pounds between St. Paul, Minneapolis and Minnesota Transfer, Minnesota, and all stations on the Illinois Central in Iowa, west of Fort Dodge on its main line to Sioux City, and on its branch line from Cherokee to Rock Rapids. From February 19, 1894, to May 14, 1894, such joint rate between same places on corn was seventeen cents per hundred pounds, on which last mentioned date the rate was again placed at fifteen cents per hundred between the same places. All these joint tariffs required the grain shipped thereunder to be way-billed via Fort Dodge and all cars containing such grain arriving from the west on the lines of the defendant company were placed upon the said "Y" or transfer track at Fort Dodge by the defendant, and by the Minneapolis & St. Louis Company taken from there to its line and on to place of destination in the state of Minnesota. The division of such joint rate of fifteen and seventeen cents per hundred respectively as agreed upon by the

companies in question was upon the basis of fifty-five per cent to the Illinois Central Railroad Company and forty-five per cent to the Minneapolis & St. Louis Company.

During the months of March and April, 1894, Messrs. Greenleaf and Tenney, of Minneapolis, purchased at various stations west of Fort Dodge, on the line of defendant's road, in Iowa, of persons there doing business, about fifty car loads of corn, the same to be delivered free on board of cars at such stations where purchased, and to be paid for by means of drafts to be drawn on said firm at Minneapolis, with bills of lading attached, such corn to be subject to Minnesota state inspection and weights at Minneapolis, and to be shipped and billed to Heath & Sons, the complainants, at Fort Dodge, with the understanding that the same should be by them transferred from Illinois Central cars, through their said elevator, to cars upon the line of the Minneapolis & St. Louis Company, and from there forwarded on to Minneapolis, Minn. The first twelve car loads of this corn upon arrival at Fort Dodge were set over upon the transfer track by defendant and taken to complainant's elevator in the usual way, but the balance of said corn defendant refused to place upon said transfer track and notified complainants that the same would be placed upon said team or city track before mentioned. Complainants duly paid to defendant all the freight charges on said corn from stations where shipped to Fort Dodge according to the local tariff then in force upon said road, and demanded of defendant that all of such cars of corn be placed upon said "Y" or transfer track for the purpose of being taken to their elevator and there unloaded into the same. Defendant refused so to do and placed such cars upon such team or city track, and complainants were thereby compelled to unload said corn from such cars into wagons and haul the same by team over to their elevator. All of such cars but one, so far as the evidence discloses, belonged to the Illinois Central Company, and were not those of the Minneapolis & St. Louis or any other railway company. One car, No. 3002, of this corn belonged to and was owned by the complainants, which the defendant at first refused to set over upon said transfer tracks, but after the same was partly unloaded from the team track, it was set over upon the transfer track and taken to complainants' elevator and there the unloading was finished. With the exception of this one car, the complainant, H. R. Heath, in his testimony given before the commissioners, stated he, or the complainants, had no interest in this corn in question, except as to the compensation they received for transferring it through said elevator from the cars on one line of

railway to the other on its way to Minneapolis, in the manner before stated. Defendant, by its attorney, at the hearing before the commissioners, admitted that it ought not to have refused to set aside car No. 3002 that contained corn owned by complainants, on to said transfer track, and that setting same upon the team or city track was by mistake, which was corrected as soon as discovered, and expressed the willingness of defendant and stated it was ready and then offered to set all cars containing state shipments, billed or consigned to complainants at Fort Dodge on said "Y" or transfer track for delivery at their elevator, the same as other like shipments to any other persons doing business on the line of the Minneapolis & St. Louis Railway at that place. It was strenuously contended, however, that as to all of the said corn in controversy, except said one car load, all of the transactions in relation to the purchase and transportation of the same, come properly under the head of interstate commerce, over which the state of Iowa has no jurisdiction, and consequently, no right to regulate or control the acts of defendant in relation to any such shipment, and this, under the issues made at the hearing before the board, seems to be the only material question to be determined.

The constitution of the United States provides that congress shall have power "to regulate commerce with foreign nations and among the several states and with the Indian tribes."

In the case of *Pacific Coast Steamship Company vs. Board of Railroad Commissioners of California*, Justice Field, of the United States supreme court, uses the following language:

> Commerce, as has often been said, is a term of large import. It includes the carriage of persons, and the transportation, purchase, sale and exchange of commodities between citizens or subjects of other countries and our people, and between the people of different states. * * * It was at one time a subject of much discussion and some disagreement among judges whether the power conferred upon congress to regulate commerce is exclusive in its operation, or concurrent with that of the states. By recent decisions this question has been put at rest. When the subject upon which congress can act under this power is national in its character, and admits and requires uniformity of regulation affecting alike all the states, then the power is in its nature exclusive, but when the subject upon which the power to act is local in its operation, then the power of the state is so far concurrent that its action is permissable until congress interferes and takes control of the subject. * * * It follows that with respect to all interstate or foreign commerce the railroad commissioners have no authority to interfere. * * * With respect to purely domestic commerce, carried on by these vessels, the commissioners possess all the authority which the state can confer. But when can the vessels, in carrying persons and merchandise between different ports in the state, be held to be engaged in commerce purely domestic? for there is a commerce within the state which does not come within that designation. We answer that they are not so engaged when they take up persons or merchandise to carry to a destination within the state from a place without it, or they take up persons or merchandise in the state to carry to a place without its limits. This is the purport of the decision of the supreme court in the case of the Daniel Ball, 10 Wall., 557.

In said last mentioned case the supreme court of the United States says:

There is undoubtedly an internal commerce which is subject to the control of the states. The power delegated to congress is limited to commerce "among the several states, with foreign nations, and with the Indian tribes. This limitation necessarily excludes from federal control all commerce not thus designated, and of course that commerce which is carried on entirely within the limits of a state, and does not extend to or affect other states." In this case it is admitted that the steamer was engaged in shipping and transporting from Grand river goods destined and marked for other states than Michigan, and in receiving and transporting up the river goods brought within the state from without its limits; but inasmuch as her agency in the transportation was entirely within the limits of the state, and she did not run in connection with, or in continuation of, any line of vessels or railway leading to other states, it is contended that she was engaged entirely in domestic commerce. But this conclusion does not follow. So far as she was employed in transporting goods destined for other states, or goods brought from without the limits of Michigan and destined to places within that state, she was engaged in commerce between the states, and however limited that commerce may have been, she was, so far as it went, subject to the legislation of congress. She was employed as an instrument of that commerce; for whenever a commodity has begun to move as an article of trade from one state to another, commerce in that commodity between the states has commenced. The fact that several different and independent agencies are employed in transporting the commodity, some acting entirely in one state and some acting through two or more states, does in no respect affect the character of the transportation. To the extent in which each agency acts in that transportation, it is subject to the regulation of congress.

In the case of *Wabash, St. Louis & Pacific Railway Company vs. Illinois*, being an appeal from the judgment of the supreme court of the state of Illinois to the supreme court of the United States, 118 U. S. Reports, 557, the points decided are stated in the syllabus, which is as follows:

A statute of Illinois enacts that, if any railroad company shall, within that state, charge or receive for transporting passengers or freight of the same class, the same or a greater sum for any distance than it does for a longer distance, it shall be liable to a penalty for unjust discrimination. The defendant in this case made such discrimination in regard to goods transported over the same road or roads, from Peoria, in Illinois, and from Gilman, in Illinois, to New York; charging more for the same class of goods carried from Gilman than from Peoria, the former being eighty-six miles nearer to New York than the latter, this difference being in the length of the line within the state of Illinois. *Held*:

First—This court follows the supreme court of Illinois in holding that the statute of Illinois must be construed to include a transportation of goods under one contract and by one voyage from the interior of the state of Illinois to New York.

Second—This court holds further that such a transportation is "commerce among states," even as to that part of the voyage which lies within the state of Illinois, while it is not denied that there may be a transportation of goods which is begun and ended within its limits, and disconnected with any carriage outside of the state, which is *not* commerce among the states.

Third—The latter is subject to regulation by the state, and the statute of Illinois is valid as applied to it. But the former is national in its character, and its regulation is confined to Congress exclusively, by that clause of the constitution which empowers it to regulate commerce among the states.

Fourth—The cases of *Munn vs. Illinois*, 94 U. S., 113; *Chicago, Burlington & Quincy Railroad Company vs. Iowa*, 94 U. S., 155; and *Peik vs. Chicago & Northwestern Railway*, 94 U. S., 164, examined in regard to this question, and held, in view of other cases decided near the same time, not to establish a contrary doctrine.

Fifth—Notwithstanding what is there said, this court holds now, and has never consciously held otherwise, that a statute of a state, intended to regulate or to tax or to impose any other restriction upon the transmission of persons or property or telegraphic messages from one state to another, is not within that class of legislation which the states may enact in the absence of legislation by congress; and that such statutes are void even as to that part of such transmission which may be within the state.

Sixth—It follows that the statute of Illinois, as construed by the supreme court of the state, and as applied to the transaction under consideration, is forbidden by the constitution of the United States, and the judgment of that court is reversed.

The opinion of the court in that case was written by Justice Miller; Mr. Justice Bradley, the Chief Justice and Mr. Justice Gray dissenting.

In the dissenting opinion written by Justice Bradley, after quoting from numerous prior cases decided by that court and stating at length the reasons for such dissent, he uses the following language:

To sum up the matter in a word, we hold it to be a sound proposition of law, that the making of railroads and regulating the charges for their use is not such a regulation of commerce as to be in the remotest degree repugnant to any power given to congress by the constitution, so long as that power is dormant and has not been exercised by congress. They affect commerce, they incidentally regulate it; but they are acts in relation to the subject which the state has a perfect right to do, subject always to the controlling power of congress over the regulation of commerce when congress sees fit to act.

Before that decision was rendered congress had acted to only a limited extent in authorizing continuous railroad lines for purposes of inter-state traffic. Section 5258 of the revised statutes of the United States provides that:

Every railroad company in the United States, whose road is operated by steam, its successors and assigns, is hereby authorized to carry upon and over its road, boats, bridges and ferries, all passengers, troops, government supplies, mails, freight and property on their way from any state to another state, and to receive compensation therefor, and to connect with roads of other states, so as to form continuous lines for the transportation of the same to the place of destination.

That statute gave the authority to form such continuous lines, and after the decision last mentioned was rendered, congress acted further by passing what is known as the Inter-state Commerce Act, under the terms of which it was made the duty of all common carriers subject to the provisions of that act "according to their respective powers to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding and delivering of passengers and property to and from their several lines and those connecting therewith," and prohibiting discrimination in their rates and charges between such connecting lines. The last mentioned act is very broad and comprehensive in its scope and terms, and since its passage it can hardly be claimed that congress has not exercised quite fully its right, under the constitution, to regulate "commerce among the several states," and the ground of the dissenting opinion in the Wabash case before referred to is thus now removed.

If the defendant has failed or refused to perform its duty as a common carrier, under the provisions of said congressional enact-

ment in relation to the shipment in question in this case, if the same is in fact inter-state, then, of course, this board is not the proper tribunal to apply to for relief in the premises.

The commissioners do not desire to be understood as holding that all traffic to or from this state to another is exempt, under all circumstances, from the operation or control of the laws of the state applicable to traffic therein. It is their opinion, however, that under all the facts and circumstances disclosed by the evidence in this case, the transactions in relation to the purchase, shipment and transportation of the corn in question are essentially inter-state in their nature, and not within the jurisdiction of this board. The complaint is, therefore, dismissed without prejudice to any right of the complainants to present the same to any court, or other proper tribunal having jurisdiction of the matter.

Des Moines, Iowa, June 7, 1894.

No. 5, 1894.

BOARD OF SUPERVISORS OF PAGE COUNTY,
vs.
THE CHICAGO, BURLINGTON & QUINCY RAILROAD CO.

Highway Crossings. Jurisdiction of Commissioners.

Complaints filed April 24, 1894.

DECISION OF COMMISSIONERS.

April 24, 1894, two complaints were filed with the board, as follows:

SHENANDOAH, IOWA, April 21, 1894.

W. W. Ainsworth, Secretary Iowa State Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—By direction of the board of supervisors of Page county, Iowa, I desire to call the attention of your board to the following complaint: On the 7th day of April, 1894, said board of supervisors established a certain highway, known as the "Porter Road," across the Chicago, Burlington & Quincy railroad track at or near the southeast corner of section 4, township 69, range 39, Page county, Iowa.

That at and prior to the time of the establishment of said highway, the said railroad company appeared and filed a claim for damages for the estimated expenses of putting in said crossing, but filed no objection to establishment of the road. The board of supervisors disallowed the claim for damages and established the road as required by law. The railroad thereupon appealed from the action of the board disallowing the claim for damage to the district court of Page county, when the same will come up for trial on appeal at the next term of said court, commencing August 28, 1894. No appeal has been taken from the action of the board establishing the road, but the railroad company refuses to open up the road and put in a crossing over its right of way.

In every respect the highway in question has been established for over a year past and traveled by the public. The obstruction at the railroad crossing is one of great inconvenience to the public who are thus deprived of its use. It seems to me the policy of the railroad company to defer opening the crossings until its claim for damage is finally adjudicated by the supreme court, which may cause a delay of several years. Such a course would be intolerable by the people who are thus compelled to look to your board for adequate relief.

There does not appear to be any necessary connection between the opening of the crossing and the claim for damages, hence should be considered separately and independently. The establishment of the highway is final, and if the company sustains its claim for damages in the courts, the county will be compelled to pay it. Your former action in similiar cases gives assurance that your board will be both able and willing to grant the relief demanded, and I trust will receive prompt attention as the demand is great.

Yours truly,
W. P. FERGUSON,
County Attorney.

SHENANDOAH, IOWA, April 21, 1894.

W. W. Ainsworth, Secretary Iowa State Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—By the direction of the board of supervisors of Page county, I desire to call your attention to the following complaint: That on the 7th day of April, 1894, said board of supervisors established a certain highway, known as the Fishbaugh road, across the track of the Chicago, Burlington & Quincy railroad, at or near the point ninety rods north of the southeast corner of the section 18, township 69, range 39, Grant township, Page county, Iowa.

That at and prior to the final establishment of said highway, said company, by its attorney, appeared and filed a claim for damages for the estimated cost of said crossing, which was disallowed by the board on the ground that such expense would not be a claim against the county. No objection having been filed to the crossing at the point designated, said highway was duly established by the board. An appeal from the action of the board disallowing said claim having been taken to the district court of Page county, Iowa, the company refuses to open up and put in said crossing over its right of way and track until the said claim is adjudicated by the court.

This will work a great hardship and inconvenience to the public as the highway is now fully established and traveled except when obstructed at the crossing, and in case of appeal to the supreme court, might deprive them of its use for years. This case is almost similar with that in regard to the "Porter" road submitted along with this; and I trust will be considered together.

Yours truly,
W. P. FERGUSON,
County Attorney.

Copies of said complaints were at once forwarded to the general manager of said railroad company. Under date of May 5, 1894, the answer of the company, by its general solicitor, to the same was received, as follows:

BURLINGTON, IOWA, May 5, 1894.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your letter of the 24th ultimo, to Mr. W. F. Merrill, our general manager, inclosing copy of a complaint made by W. P. Ferguson county attorney of Page county, in respect to our refusal to open up the so-called Porter and Fishbaugh roads where they cross our right of way has been referred to me.

In reply I beg to say that in the proceedings to establish these crossings, the appraisers appointed to assess the amount of damages which we sustained fixed the sum at $50.00 for each crossing. When the matter came up before the board of supervisors for final hearing, they declined to allow us the amount of the damage so assessed, or any sum whatever, as I am informed, upon the advice of their county attorney that we were entitled to nothing, regardless of the damage sustained by us. We were unable to recognize the justice or legality of such a coarse, took an appeal to the district court, and feel that we shall have to decline to permit or consent to the opening up or construction of these crossings, pending the final decision by the courts of the question now before them, believing, as we do, that we are under no legal obligation to submit to the opening up of these crossings until our claim for damages is finally determined and satisfied.

In this connection I beg leave to add that if the opening up of these highways is of such vital importance to the public as Mr. Ferguson represents, if the county authorities will take this matter up with our officers, prepared to pay a reasonable charge to cover the cost of the original construction of the crossings, I think the matter can easily be fixed up.

Yours truly,

J. W. BLYTHE.

Considerable correspondence followed in relation to the matter between the commissioners and the attorneys of the respective parties not necessary to be here given. Under date of May 21st, 1894, Mr. Blythe, solicitor for the railroad company in question, wrote the board as follows:

I am very glad now to be able to inform you that an amicable arrangement has been reached for a division of the expense of the construction of the Fishbaugh crossing, and that the crossing will be put in at once.

And later in answer to an inquiry as to the other road in question, he states that the "situation as to the Porter road remains as it was," referring to answer heretofore given.

In a communication addressed to the board by Mr. Ferguson, county attorney of Page county, under date of May 23, 1894, he says in referring to action that had been taken in relation to the Fishbaugh crossing: "While this action probably disposes of the Fishbaugh crossing, still the Porter road crossing remains for your consideration."

In the same communication Mr. Ferguson argues at length that it is the duty of the commissioners to act at once and order said railroad company to open a crossing over their right of way where said Porter road has been established, as he claims, and as alleged in the complaint, in relation to that road crossing hereinbefore set out in full, and this regardless of the fact that the claim of said company for damages upon account of such crossing is still pending in the courts, as stated and admitted in said complaint.

The highway in question is not in any city or incorporated town, and the board of supervisors of the county is the only tribunal under the law that has any power to lay out, establish or change any such highway, and the board of railroad commissioners have no jurisdiction over any such matter, although it may be sought to establish such highway across the right of way of a railroad company. Until such a highway is legally established across such right of way, the commissioners have no authority to act, as has been frequently held by this board.

Do the facts stated in the complaint show that the road in question has been legally established across the right of way of the defendant company? Our supreme court has held that a resident

railroad corporation is entitled to notice of an application to establish a highway across its right of way. In the case of the *Chicago, Rock Island & Pacific Railway Company vs. Ellithorpe*, 78 Iowa, 417, the following language is used by the court:

The location of a highway may, and often does, cause great inconvenience and injury to those upon whose land it is laid. A highway across the track of a railway may not only cause the company serious inconvenience and expense, but, if improperly located, may interfere with the safe and successful operation of the railroad. The evident purpose of giving the notices required is that all persons interested as owners or occupiers may have an opportunity to present their objections to the location of the road, and their claims for damage in the event of its location.

Appraisers are to be appointed to report the amount of damages that in their judgment ought to be allowed any claimant therefor, and the board of supervisors are given authority to increase or diminish the damage allowed by the appraisers. The statute then provides for an appeal in the following language: "Any applicant for damages claimed to be caused by the establishment of any highway may appeal from the final decision of the board of supervisors to the district court of the county in which the land lies." Code, section 961.

The next section reads as follows:

The amount of damages the claimant is entitled to shall be ascertained by said district court in the same manner as in actions by ordinary proceedings, and the amount so ascertained shall be entered of record, but no judgment shall be rendered therefor. The amount thus ascertained shall be certified by the clerk to the board of supervisors who shall *thereafter* proceed as if such amount had been by them allowed the claimant as damages. Section 961.

In referring to this section of the code with others, the supreme court of this state in the case of *Pollard vs. Dickinson County*, 71 Iowa, 441, has used language as follows:

The county could not be prejudiced by the recovery by plaintiff, upon the appeal of damages greater than were allowed by the supervisors, as the *road could not be established* until the trial of the case upon the appeal. The supervisors were authorized to make an establishment of the road conditioned upon the payment of the damages. If they were not paid they could refuse to establish the road.

Now the commissioners might be of the opinion, as has been held by the courts of some other states, that the railroad company, under the circumstances of this case, are not legally entitled to any damages for an ordinary highway crossing laid out after the railroad had been built, but the supreme court of this state has not yet passed upon that question, so far as the commissioners are advised, and it is more properly a matter for the courts to determine in the first instance, than the commissioners. The latter body is not a court in the proper sense of the term, and have not the jurisdiction of a court, although some of their functions and powers may partake

somewhat of a judicial nature. If they should make an order in this case, requiring the railroad company to open this crossing in question, it would require a proceeding in court to enforce the same if not obeyed, and then the same question as to the company's right to damages could be raised in that proceeding in court, as is now raised as shown by said complaint. Property rights and claims must necessarily, under our laws, be determined by the proper tribunals established for that purpose, and because proceedings in courts are sometimes slow in reaching results, is no good reason why some other tribunal should assume to act without legal authority. If, after the road in question has been finally established by the board of supervisors, as required by law, the railroad company should refuse to put in the proper crossing, a case would be presented upon which the commissioners might take action, as they have heretofore done in similar cases, but as the case now stands upon the allegations contained in said complaint, they do not consider it their duty to take any further action in the premises.

Des Moines, Iowa, June 7, 1894.

No. 6, 1894.

P. H. FAY, RICHLAND CENTER, WISCONSIN,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Unsafe condition of the bridge at Coon Rapids, Iowa.

Complaint filed August 10, 1894.

REPORT OF COMMISSIONERS.

On August 10, 1894, the attention of the commissioners was called to the condition of the bridge of the Chicago, Milwaukee & St. Paul Railway Company across Middle Raccoon River at Coon Rapids, by P. H. Fay, an attorney from Richland Center, Wis., who had examined the bridge in company with three gentlemen who live in the vicinity. He states that a number of the ties in the trestle at the west end of the bridge were broken, shattered and somewhat rotten; that they pulled with their fingers, ten spikes from the ties that held the rails in the main track. He further states that the truss sways materially as trains pass over it, and he regards it as unsafe. On August 10 the attention of the general manager of the road was called to the bridge, and on August 18 Mr. Collins, general superintendent, notified the board that the bridge had been inspected August 16, and reported the condition good, with the exception of some ties, which were then on the ground for renewal.

On August 23, the commissioners personally examined the bridge and found a number of ties broken or decayed, as stated, that in their judgment should be immediately replaced.

The main bridge was a Howe truss, about one hundred and thirty feet in length, built of heavy timbers and in sections, fully up to the bridges of that pattern now in use in the state. It had been in use about two years, and so far as its strength and rigidity is concerned, they are of the opinion that it is sufficient to carry the traffic of the road with safety on any train that crosses it on the rails. Mr. Stockwell, roadmaster, met the commissioners and designated the ties that he promised should be replaced at once. When that is done it is thought there need be no apprehension of danger from the customary use of the road.

Des Moines, Iowa, September 6, 1894.

No. 7, 1894.

CITIZENS OF RUDD, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Passenger train service.

Complaint filed April 13, 1894.

DECISION OF COMMISSIONERS.

On April 13, 1894, a petition of J. H. Morrison and eighty-four others was filed in the office of the railroad commissioners, asking that the C., M. & St. P. Ry. Co. be required to stop all passenger trains for the accommodation of the people of Rudd. The reasons assigned are that the failure to afford reasonable facilities for the passenger travel and the great inconvenience of the present arrangement to those wishing to travel over the road. It is claimed that the citizens of Rudd "gave the railway company a bonus of $1,500 and the undivided half of forty acres of land for a town site, the consideration being that the citizens of Rudd should have the same privileges that were accorded to any other station on the line." This contract could not be produced, and as all recollections of it were indefinite, it seems to the board that it may properly be eliminated from any discussion of the merits of the case. On April 20, Mr. Earling, general manager of the road, in reply to the petition, says:

"In regard to stopping trains Nos. 1 and 4, that the time of these trains is such that they can not make this stop without running the risk of breaking important connections and later arrival at destination. As nearly all freight trains stop at this station, that the company is providing adequate passenger service for the travel at this point." On May 12, 1894, Mr. Thomas A. Laskey replies to Mr. Earling, and denies the statement that most of the freight trains stop at this station, says that only the way freights stop, but that if all freights stop, they would not be of any benefit to the people coming from St. Paul, Chicago or Dakota. He goes further and gives an interesting discussion of the duties required in consideration of the right to exercise the power of eminent domain, and the duty, as well as the authority, of the state to control railway corporations. The courts seem to be in accord with his reasoning, except, perhaps, in its application to the case under discussion.

Two of the commissioners visited Rudd on October 5, 1894, met many of the citizens and Mr. Cosgrave, division superintendent, and listened to a full discussion of the claims made.

The railway company is required to furnish reasonable passenger service, and if this is furnished their duty is so far performed, even if all through trains do not stop at all local stations. Rudd is a town of about 300 population; there are probably between McGregor and Canton, a distance of 290 miles, some ten towns of about the same population. Should the railway company be required to stop all trains at these stations, it would require at least an hour more time to make the trip across Iowa; add the same for small stations in Illinois, Wisconsin and Dakota, and on the through trains these stops would add three hours to the time between Chicago and Chamberlain, a distance of 824 miles, which would be fatal to it as a competitive time.

Mr. Cosgrave, division superintendent of the road, proposed to issue orders that whenever any through passengers were to go in either direction, that he would have the train stop to take them on. It is the opinion of the board that if this is done, with the facilities now furnished, the reasonable demands of the locality would be met. It is not the stop at the station of Rudd that would occasion the difficulty, as it might be made without serious detriment to the time, but Rudd has no more or different claims than other towns of its size, and the company would be required to treat them all alike, under similar circumstances, or be guilty of unjust discrimination.

Des Moines, Iowa, October 10, 1894.

No. 8, 1894.

F. M. WILSON, TEMPLETON.
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Passenger train service.

Complaint filed September 10, 1894.

DECISION OF COMMISSIONERS.

On September 10, 1894, a paper was filed in the office of the commissioners signed by F. M. Wilson, of Templeton, calling their attention to the passenger service of the Chicago, Milwaukee & St. Paul Railway Company at Templeton. Two passenger trains pass by the town each way daily and but one of them going each way stops. He has often business at Omaha and it is impracticable to go there and do any business and return in less than three days. A freight train is on the time card that leaves Templeton going west before the flyer. By taking this train to Manning he would be able to transfer to the flyer and reach Omaha at 9:30 A. M., and return on the train that leaves Omaha at 11:10 same day, or the later train that leaves at 6:35 P. M. This overtakes the freight and he can, if both are on time, reach Templeton that night. What he wants is, in case the freight trains are delayed, that the flyers both ways may be flagged to take passengers from Templeton and stopped to let them off. He further states that west of Manning these trains stop at stations as small, if not smaller, than Templeton, to take on and discharge passengers.

Mr. Earling, general manager of the road, states in reply that trains going east, No. 72, freight, at 9:52 P. M.; No. 2, passenger, at 2:50 P. M.; No. 92, freight, at 2:15 P. M., and No. 64 at 1:45 A. M., stop at Templeton; also trains going west, No. 65, freight, at 5:40 A. M.; No. 91, at 10:25 A. M.; No. 3, passenger, at 1:30 P. M., and No. 73, freight, at 9:52 P. M., and that these trains afford that station reasonable passenger service. He states that Nos. 1 and 4 are both fast and heavy trains and can not make their scheduled time if required to stop at all stations; that they are now making as many stops as is possible for them to make and reach their destination on time.

Mr. Wilson, in reply, says that the trains stop as claimed by Mr. Earling, but that No. 92 going east is just before the passenger trains and practically of no advantage; there is no train going east before the middle of the afternoon, and then nothing more until No. 72, a

freight, at 9:52 P. M., which is often abandoned, and one at 1:45 A. M. Going west No. 65 passes at 5:40 in the morning, but is rarely on time; when it is not on time, he wants authority given to flag the flyer for Templeton passengers. He says No. 72, which passes at 9:52 P. M., and is passed by the flyer going east at Manning, is often not on time or abandoned; when this is the case, he thinks the flyer should stop at Templeton to let off passengers. He also claims that the company stops this train between Manning and Council Bluffs at stations of no more importance than Templeton.

On October 16, the commissioners visited Templeton in company with Mr. Goodnow, superintendent of this division of the road in Iowa, met Mr. Wilson and other gentlemen interested in this question. In answer to enquiries it was stated that the population of Templeton was about three hundred, and that the number of persons desiring to take these trains was limited, certain business relations made it desirable for parties to go to Council Bluffs and Omaha, although not frequently.

The running of these fast trains is mainly for the accommodation of the through traffic or those persons traveling long distances. To make every stop would materially lengthen the time of these trains and be a hardship on the through travel without corresponding advantage to the local stations. It may be that the power of regulation entrusted by the statute to the commissioners might authorize them to interfere with the running of these trains, yet it is an authority that should not be exercised without cogent reasons, and in their opinion, without a much stronger showing than was made in this case. At the same time, in their view, the company owes it to the people of that locality to have trains Nos. 72 and 73 as near on time as practicable for the accommodation of this travel.

Des Moines, Iowa, October 25, 1894.

No. 9, 1894.

WM. SUMMERS & SONS, FORT ATKINSON, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Special rates to stock dealers at Decorah.

Filed October 30, 1894.

DECISION OF COMMISSIONERS.

On October 29, 1894, William Summers & Sons wrote the commissioners that stock dealers from Decorah are able to pay 25 cents per hundred more for hogs at Conover and other points on the line of the Chicago, Milwaukee & St. Paul Railway than dealers at Fort Atkinson, and that cars partially loaded at Decorah were stopped in transit to complete their loading at various stations on the line. A second letter dated November 23 gives the complaint in full and charges that Messrs. Young and Payne, of Decorah, are receiving a rebate of 20 to 25 cents per hundred pounds on hogs shipped to Milwaukee and Chicago on cars started from Decorah; the only proof of this, however, is that this firm at competitive points is paying about that much more for hogs than the complainants are able to do, though they buy of the same farmers and ship to the same markets.

The answer of Mr. Bird, freight traffic manager, is plain and without equivocation. He says that the Chicago, Milwaukee & St. Paul Railway Company is not carrying hogs from Decorah or any other place at less than the advertised rates, but admits that a car partially loaded is allowed one stop to finish the load at any station on the road, for shippers from Decorah and all other places. He further says that the rate from Decorah to Milwaukee and Chicago is 23 cents per hundred pounds and the difference claimed would practically give the railway company only 3 cents per hundred for haulage of a car of hogs, or on the other proposition would be a loss of 2 cents per hundred. Mr. Bird's statement, uncontradicted, except by surmise, must be accepted, in view of the fact that no possible motive can be assigned for the railway company doing the business of the Decorah firm for nothing or at a loss. In view of the facts before the board, no other conclusion can be reached than that the complainants are mistaken in their conjectures.

Des Moines, Iowa, December 20, 1894.

No. 10, 1894.

CITIZENS OF ALTOONA, IOWA,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Failure to stop at railroad crossing or "intersection."

Filed December 4, 1894.

DECISION OF COMMISSIONERS.

On December 4, 1894, a petition signed by N. Wheeler and thirty-one other citizens of Altoona, Polk County, Iowa, was filed in the office of the commission, asking that the Chicago, Rock

Island & Pacific road be compelled to obey the statute in regard to crossings and intersections at Altoona. Inquiry elicited the fact that section 2005 of McClain's Code prohibited passing this station without stopping. The reply of the railway company is "that this section does not apply to this case. Westbound trains Nos. 5 and 21, the Davenport trains, and the fast mail are the only trains that do not stop at this station; the track of the Des Moines Valley division does not cross or intersect the main line of the road." There are connections between the two roads at this station, as there are from the main line to siding at all stations. The claim of the company is shown on a map of the entire plant at that station. The commissioners are of the opinion that the position of the company is correct.

Des Moines, Iowa, December 29, 1894.

Following the above decision, and on the 14th day of January, 1895, Mr. O. C. Peterson, as attorney for the citizens of Altoona, filed his petition praying that a rehearing might be granted, his clients claiming that the respondent company "does in fact violate the spirit and intention of the law." Answering the prayer of the petitioners a rehearing was granted, and the time fixed was January 25th, at 10 A. M., at the office of the commissioners in Des Moines.

Upon the day afore mentioned Mr. Peterson, attorney, and some ten citizens of Altoona appeared for petitioners, and Mr. W. I. Allen, assistant to the general manager, and attorney Carroll Wright appeared for the respondent company.

The respective parties presented arguments in much the same line as those produced at the first hearing, and nothing new in evidence seeming to appear, the commissioners see no reason for changing the former decision.

Des Moines, Iowa, February 7, 1895.

Classification.

WESTERN WHEELED SCRAPER COMPANY, AURORA, ILL.,
vs.
IOWA CLASSIFICATION.

Asking change of classification for road-making machines.

Filed December 7, 1893.

DECISION OF COMMISSIONERS.

A letter dated December 5, 1893, was received from C. H. Smith, president of the Western Wheeled Scraper Company, stating that their machines, knocked down, were rated as first class in the

Iowa classification, and asking that they be changed to fourth class. He states that his machines are largely sold in the state of Iowa, that they are almost exclusively of steel and iron, and are knocked down flat and may be loaded so as to occupy a space of 80½ cubic feet in the car, and that the weight is 2,100 pounds; other machines more bulky and more liable to damage in shipping are rated as in third and fourth classes. The introduction of these machines, he claims, will practically solve the question of good roads in the state of Iowa. Photographs of the machine knocked down as loaded in cars were sent with the letter.

The commissioners, on application of parties interested in four-wheeled road scrapers or graders, on May 1, 1893, amended their classification and made four-wheeled road graders or scrapers, set up, one and one-half; knocked down, third class, car loads A. This, they judge, covers the machine in question, and is thought to be a reasonable rate for the service performed; for this reason and the disposition to place all road scrapers and graders as near as practical on the same basis, the commission adhere to the amendment of May 1, 1893.

By order of the board.

W. W. AINSWORTH, Secretary.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF IOWA.

IN THE MATTER OF THE APPLICATION OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY; THE CHICAGO & NORTHWESTERN RAILWAY COMPANY; THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY; THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, AND THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY FOR ADVANCE IN FREIGHT RATES.

August 2, 1894, the following petition was filed in the office of the commissioners:

To the Honorable, the Board of Railroad Commissioners of the State of Iowa:

Your petitioners, the Illinois Central Railroad Company; the Chicago, Milwaukee & St. Paul Railway Company; the Chicago & Northwestern Railway Comany; the Chicago, Rock Island & Pacific Railway Company; the Chicago, Burlington & Quincy Railroad Company and the Burlington, Cedar Rapids & Northern Railway Company, respectfully represent that they are corporations now owning and operating railroads in and through the State of Iowa, and that they have so owned and operated their respective railroads for many years last past, and are common carriers in said State under authority of the laws thereof.

Your petitioners respectfully represent that the rates they charge and receive upon shipments between Iowa points have been and are so charged and received pursuant to the classification and schedule of rates promulgated by the order of your honorable board under the date of May 10, 1888, together with the several amendments thereto and revisions thereof from time to time made, and that these rates have been so charged and received as the maximum rates for the service rendered.

And your petitioners complain and say that the rates have proven by long experience to be inadequate and unremunerative, and to yield to your petitioners an inadequate compensation for the service rendered. And they respectfully petition your honorable board to revise the schedule and classifications now in force and to increase the maximum rates which may be charged in Iowa by your petitioners, so that your petitioners may receive a reasonable, fair and just compensation for the service to be rendered in each particular case; and your petitioners will ever pray.

The Illinois Central Railroad Company, by Stuyvesant Fish, President.

The Chicago, Milwaukee & St. Paul Railway Company, by Roswell Miller, President.

The Chicago & Northwestern Railway Company, by Marvin Hughitt.

The Chicago, Rock Island & Pacific Railway Company, by R. R. Cable, President.

The Chicago, Burlington & Quincy Railroad Company, by Geo. B. Harris, Vice-President.

The Burlington, Cedar Rapids & Northern Railway Company, by C. J. Ives, President.

The board fixed the 21st day of August, 1894, at their office in Des Moines as the time and place for all interested parties to appear and be heard upon the matter, and gave public notice of such contemplated hearing.

At the time and place so fixed the petitioners were represented by the following officials: the Chicago, Milwaukee & St. Paul Railway Co., by E. P. Ripley, vice-president; the Chicago & Northwestern Railway Co., by W. H. Newman, vice-president; the Chicago, Burlington & Quincy Railroad Co., by Geo. B. Harris, vice-president; the Chicago, Rock Island & Pacific Railway Co., by W. H. Truesdale, vice-president; the Illinois Central Railroad Co., by M. C. Markham, assistant traffic manager; and the Burlington, Cedar Rapids & Northern Railway Co., by C. J. Ives, president.

J. W. Blythe, general solicitor of the C., B. & Q. R. R. Co., also appeared for the petitioners, and several other railway officials were present.

Hon. F. T. Campbell was present and stated that he represented the State Farmers' Alliance, Jobbers' Association of the state, and various coal and manufacturing interests throughout the state. Hon. Spencer Smith, of Council Bluffs, appeared for the shippers of that city. A committee, of which S. F. Prouty was chairman, appeared on behalf of the shippers or Commercial Club of Des Moines. The shippers of Burlington, Dubuque, Ottumwa, Marshalltown, Cedar Falls, Sioux City, Denison, Centerville and other cities and towns of the state were also represented by quite a large number of their business men.

The shippers filed a motion for a more specific statement by the petitioners as to what the railroad companies desired, or expected the board to grant, in order that those who appeared as remonstrating against an increase of rates might be informed as to what increase in the rates the carriers were asking for, and the class or classes of freight on which such increase should apply. The board considered such request reasonable and ruled that such statement should be filed by the petitioners. In the afternoon of the same day an amendment was filed, as follows:

Before the Board of Railroad Commissioners of the State of Iowa:

In the matter of the application of the Illinois Central Railroad Company, et al., for an advance in rates.

Amendment to the application, by order of the Board.

Petitioners attach hereto a table marked "Exhibit A" showing the rates prevailing in Michigan, Wisconsin, Illinois, Minnesota and Dakota, as compared with the rates now in force in Iowa, all in printed figures; also, in script figures in ink, the rates now asked for by petitioners. And petitioners say that they do not regard the proposed rates as reasonable or just, but on the contrary assert that they are unreasonably low, but in complying with the order of the board for a more specific statement, they ask for these rates, in the belief that they will, to some extent, relieve the petitioners, and

at the same time correct in some measure the inequality now existing between local rates in Iowa and those in other states similarly situated, without injury to Iowa interests.

The Ill. C. R. R. Co., C. M. & St. P. Ry. Co., C. & N. W. Ry. Co., C. B. & Q. R. R. Co., B. C. R. & N. Ry. Co."

Said Exhibit "A" is a printed document of about thirty-three pages, mostly figures, and purports to give the rates, or tariffs, in force in the states of Iowa, Michigan, Wisconsin, Illinois, Minnesota and Dakota, in parallel lines or columns so that a comparison can be quite readily made between them, but the said Exhibit is too voluminous to be given here. Upon the filing of that paper, or amendment, the respondents asked for further time to prepare their side of the case, which was granted, and the further hearing of the matter was postponed to the 18th day of September, 1894. At that time the parties appeared substantially as before, with the exception that the Hon. Spencer Smith withdrew his appearance for the shippers of Council Bluffs and entered it for the Western Wholesale Grocers' Association. Some evidence was offered on the part of the petitioning railway companies, tending to show that the table of rates as compiled and presented as exhibit "A" to their amendment before referred to were the rates in force in the states therein named, and some was offered on the part of the shippers, or respondents, that tended to, in some instances at least, the contrary. In fact the hearing at that time became somewhat desultory and consisted largely in statements and arguments on both sides of the controversy that could hardly form any proper basis for action by the commissioners.

At the conclusion of said hearing, the board, through its chairman, stated that the case on the part of the petitioners seemed to be based very largely upon a comparison made about one year ago by certain officials of the railway companies of tariffs or schedules of rates claimed to be in force in the states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, but no such original tariffs or schedules of rates were produced or submitted in evidence. That the board desired the evidence on which they should base any action or conclusion should be on file in their office and requested the petitioners to furnish the board duly authenticated tariffs and schedules of rates, including the classifications, in force in said states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, and under which the railroads of said states have done their business for the year last past in those states. Also all the inter-state tariffs under which the inter-state business of the petitioning roads in this case has been done in those states for about the same period of time, this to include all special, general and commodity tariffs, state or inter-state. If any business was done except as provided in such tariffs or schedules, the extent and nature of the same and reasons

therefor to be stated. That if such evidence was furnished by the petitioners, the board would proceed with the investigation of the matters involved in the present application.

Afterwards on September 21st, 1894, Mr. Prouty, as chairman of the committee before referred to, filed with the board a request that the various tariffs to be furnished by the petitioners as requested by the commissioners be verified in a certain specified manner, which paper was duly forwarded to petitioners in accordance with the custom of the office, and the same appears at length in a further paper filed by the same parties that is hereafter given in full. Between that time and about October 25th, 1894, various packages of tariffs were filed with the board by the petitioners, but the same were not deemed to be, or the same at least were not made to appear to be such, or in such form, as had been requested, and about said last mentioned date, a communication was addressed to several of the petitioning roads, stating that the same were not satisfactory to the board.

November 13th, 1894, a large number of gentlemen representing various business interests in the state, had an interview with the commissioners at their office in Des Moines, and filed a paper with the board, as follows:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN—We, the undersigned, representing the shipping interests of this state, would respectfully petition your honorable body to grant a continuance of the matter now in hearing before relative to the raising of freight rates in this state, and for reasons for said application would state:

That the matter is of unprecedented importance to the commercial, farming and manufacturing interests of this state, and should be determined only after the most extended investigation that could be had by your honorable body, and after all the facts and information available had been furnished to you for your consideration, which we are constrained to believe is not the fact at the present time; and we believe that a determination of the question now involved, upon the evidence introduced, would be unfair to the shipping interests of this state.

A brief history of the situation, we believe, will make this apparent.

The railway companies interested filed this application, and at the time of the first hearing filed a schedule of comparative rates in other states as had been compiled by them, without producing any evidence that they were the rates actually in force in adjoining states. The source of the information compiled into these tabulated statements was not produced, or in any manner shown. The railway companies relied upon the justness of their claim for advance in rates upon the fact that the rates were higher in other states than in this.

The shipping interests challenged the correctness of this statement, and introduced much evidence at the former trial showing that the business in adjoining states was, in fact, transacted on a basis much lower than that shown in the tabulated statements prepared by the railway officials. At this time the railway companies produced

no evidence showing the correctness of these tabulated statements, and introduced none of their tariffs to corroborate the same.

After the close of the hearing the railroad commissioners made the following request:

"That the board desired that the evidence on which they should base any action or conclusion should be filed in this office, and requested petitioners to furnish duly authenticated tariffs and schedules of rates, including the classifications in force in said states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, and under which the railroads of said states had done their business, for the year last past, in those states. Also all the interstate tariffs—this to include all special, general and commodity tariffs, state or interstate. If any business was done except as provided in said tariffs or schedules, the extent and nature of the same, and reasons therefor to be stated. That if such evidence was furnished the board would proceed with investigation."

The railroad commissioners at the time made no order as to the manner and form in which these tariffs should be certified.

Knowing the dexterity with which railway officials manipulate the information that they desire for the public, we felt that they would take advantage of this order to furnish such information, and only such information as might suit their theory of the case. We, therefore, requested the railroad commissioners to require the railway companies to attach to the tariffs thus furnished by them an affidavit in substantially the following terms:

STATE OF..... }
} ss.
COUNTY OF..... }

"I....., being first duly sworn, do on my oath say that I am.....of the.....railway company. That the tariffs hereto attached marked respectively A, B, C, etc., constitute a complete list of all the tariffs now in force upon the above railroad, or at any time within the year last past, and that the same is a complete list of all tariffs, general, special and commodity, and that the freight over our various lines in the various states has been handled at the price set out in said tariff sheets, and at no lower rate during the time covered by said tariffs, and that we have not made concessions from said rates to any one by rebate or otherwise."

We are informed that your honorable body forwarded a copy of this affidavit to each of the petitioners, and that in disregard of it and the request of your honorable body, they filed certain schedules and tariffs, but in no manner certified the same; and they failed to so certify the same in any manner until October 25th, at which time, the records of your office show, that you addressed to them the following letter:

OCTOBER 25, 1894.

E. P. Ripley, Third Vice-President Chicago, Milwaukee & St. Paul Ry. Co., Chicago, Ill.:

"DEAR SIR—Tariffs filed on the part of your company in this office October 17th, 1894, in response to request made at the close of hearing on the 10th ult., do not, in the judgment of the commissioners, comply with such request or suggestions made at that time, or in the communication from this office to your company under date of October 10th, 1894. No attempt seems to have been made to authenticate or verify such tariffs as suggested. If there is anything in said request or communication difficult to understand, and you think a conference of representatives of the companies interested with the commissioners would be more satisfactory than further attempts to reach an understanding by correspondence, such a conference could be had, if desired, on Wednesday, the 31st inst., when the board will be in session at its office here, or if that date is not convenient another day may be suggested.

Very respectfully yours,

By order of Board, W. W. AINSWORTH,
Secretary.

That the railway companies taking advantage of one suggestion contained in your letter, appeared before your honorable body on the 31st day of October, and made certain qualified affidavits; of which meeting the shippers had no notice, and none were present.

An examination of the affidavits filed by the railway companies clearly show that they have withheld much of the information that is necessary for the proper determination of this question.

The real showing that the railway companies are attempting to make by the introduction of these tariffs, is that the freight is actually being hauled, under the orders of the commissioners of this state, at a less price than it is being hauled in adjoining states. In conceding that this is the material question in the case it is perfectly apparent that it cannot form a guide in this case unless all the evidence is introduced. The railway companies have withheld a great bulk of their special and commodity tariffs. The affidavits did not state whether rebates or concessions are made from the published tariffs, and they have failed to furnish the classifications as requested by your honorable body.

The order of the railroad commissioners was to "include all special, general and commodity tariffs on state or interstate business," and "that if said evidence is furnished the Board will proceed with the investigation." Now we insist that this order has not been complied with by the railway companies, and that your honorable body cannot proceed with the investigation until it is complied with.

It must be apparent to your honorable body that the commodity and special tariffs are as important in the solution of this question as any other tariffs. It is doubtless the object and purpose of the laws of this state to not only prevent discrimination between citizens of this state, but so far as practicable to place them on an equality with the shipping interests of other states in the question of transportation. It would be manifestly unjust to allow the railway companies to charge a higher rate in this state on manufactured products than they voluntarily charge in other states, as this would eventually have a tendency to build up manufacturing interests in those states to the detriment of like interests in this state. The affidavits of the railway companies officials show that they give these special or commodity rates for the purpose of building up interests in Illinois, Michigan and Wisconsin. If the railway companies can afford to put in those rates in those states to build up those industries, they ought not to complain if the commissioners of this state compel them to put in corresponding rates here for the benefit of our industries.

It is evident, therefore, that these special or commodity tariffs constitute essential evidence in the determination of this cause. We, therefore, think that your honorable body ought to continue the hearing of this matter to some future date, and in the meantime require the railway companies to furnish those tariffs called for in the original order, and that a public meeting ought to be had, at which not only the roads but the people could be present, for the purpose of examining and cross examining the railway companies in regard to this matter now in controversy.

That in case the railway companies refuse or neglect to furnish this information upon further request from you, that we are informed and believe that we can furnish a

large portion of the information desired if we are granted further opportunity of doing so, and for this we will ever pray.

(Signed) S. F. PROUTY.
Chairman of Committee of Shippers.

Copies of that paper were forwarded to the petitioners. November 20, 1894, J. W. Blythe, general solicitor of the Chicago, Burlington & Quincy Railroad Company, called at the office of the commissioners, and after a conference with them obtained leave to withdraw the tariffs theretofore filed by that company with the board for the purpose of having the same made to conform to the requirements of the board as before stated. Some of the other petitioning companies did the same. By the 13th of December, 1894, all of the petitioners that had so withdrawn their tariffs had refiled or presented tariffs that they claimed fully complied with the former request of the board, and thereupon the board fixed the 27th day of December, 1894, at their office in Des Moines, as the time and place for a final hearing of all parties interested, of which due notice was given.

At that time and place the petitioners were represented by substantially the same persons who appeared at the prior hearings, and Messrs Smith, Campbell and Prouty again appeared for certain parties or shipping interests represented by them. Hon. J. G. Hutchinson also appeared in his own behalf and for certain persons or firms of the city of Ottumwa, and J. B. Romans of Denison was present as at former hearings, and took some part in the discussions, but the attendance was slight on the part of the shipping and jobbing interests of the state as compared with the former hearings. This last hearing commenced about ten o'clock a. m. of said 27th day of December, and continued during that day and during the evening, also the whole of the next day and until about eleven o'clock p. m. Between the time of filing said tariffs by the petitioners in the office of the commissioners and the date of said last hearing, being a period of about two weeks, Messrs Smith and Campbell, as representatives of the persons or interests for which they appeared were almost continually engaged in making examinations, comparisons and abstracts of said tariffs. At the hearing last mentioned the petitioners were given the opportunity first to present anything further in the way of evidence, statements or arguments that they might desire to sustain the allegations contained in their said petition, or amendment thereto, and it was stated on their part that they did not desire to offer anything further at that time. The respondents were then given an opportunity to be heard, and Hon. J. G. Hutchinson first read and submitted an argument accompanied with certain statements, showing decline in prices within the last few years of various articles of merchandise and manufacture that enter largely into the commerce and carrying trade of the state, and also giving rates in force in

other states, state and inter-state, and making comparisons of same with those in effect in this state. Hon. Spencer Smith then occupied the afternoon and evening of the first day of said hearing in presenting arguments, statements and comparisons based upon his examination of said tariff sheets filed by certain of the complainants, and Hon. F. T. Campbell followed along substantially the same line, giving the results of his examinations of said tariffs filed by other of said complainants, not so fully taken up by Mr. Smith, and after Mr. Campbell closed, about three o'clock, p. m. of that day, Mr. Romans addressed the board for a short time, and he was followed by Mr. Prouty, who closed the case on the part of the respondents about five o'clock p. m. Mr. E. P. Ripley then on the part of the petitioners, made certain explanations of some matters that had been adduced on the part of the respondents, denied some things that had been alleged, admitted others, and stated briefly the basis upon which the petitioners' claim rested in this proceeding. He was followed briefly by Mr. Markham of the Illinois Central company, and then Mr. J. W. Blythe, general solicitor of the C., B. & Q. R. R. Co., in an argument of about an hour, devoted somewhat to the law bearing upon the case, and its general features, closed the case on the part of the petitioners, and the said hearing, and the board took the matter under advisement.

II.

The members of this board have fully appreciated the importance of this application, and ever since the petition was filed in August last, have devoted considerable of the time that could be spared from other official duties, largely to investigating some of the matters that were known to have a material bearing upon the issues involved. These issues were distinctly joined by respondents mostly by oral statements at the various hearings, and some, particularly by a part of the coal interests represented at the hearing of September 18, by an answer in writing, as follows:

Come now the undersigned, shippers of soft coal and slack within the state of Iowa, and for separate answer to the petition and amendment thereto of the above named complainants:

deny that the existing rates on soft coal, lump and nut, and soft coal, slack and pea, as heretofore established by said commissioners are unreasonably low; deny that said rates are unremunerative to said complainants; and deny that said rates are lower than rates on the same commodities actually in force in adjoining and neighboring states.

And said answering contestants aver that the rates on soft coal, lump and nut, and soft coal slack and pea prayed for by said complainants are unreasonably high, and are higher than the rates on the same commodities actually in force in other states, and higher than the rates on interstate traffic for equal distances.

That said proposed rates, if put in effect, would work great and irreparable injury to the undersigned, and other shippers of Iowa coal, and would, in many cases, practically exclude them from extensive markets in this state.

That the undersigned and others, shippers of soft coal from Appanoose county, Iowa, produce the only coal in the state suitable for domestic uses, and that said proposed rates, if put in effect, would render it impossible for them to compete with the coals of Illinois and other states in a large portion of Iowa.

Wherefore the undersigned contestants ask that said rates be not raised, but that the existing rates be continued in force, and contestants will ever pray, &c.

(SIGNED BY SEVENTEEN MINE OPERATORS.)

and which is so set out in full for the purpose of showing substantially the claims put forth before the commissioners by many of the other business interests of the state represented at said hearings.

At the said hearing on the 18th of September, 1894, quite a large amount of evidence in the way of tariff sheets, state and interstate, in force in adjoining states, and numerous expense bills showing the actual rates of freight on different classes of shipments in such adjoining states or the states mentioned in the comparative table submitted by way of amendment to the original petition, were submitted by the shippers and respondents present opposing any advance of rates in this state. This evidence, as well as that submitted by the petitioners in the way of tariffs upon request of the commissioners, and all of the other evidence, statements and arguments upon both sides of this controversy have been given as full an examination and have received as full consideration as has been practical under the circumstances, for the commissioners to give the same. While there is a great mass of evidence submitted in the way of tariffs, expense bills, etc., there is really but very little conflict in regard to what this board deems to be the material facts necessary to be ascertained in order to dispose of the present application. The conflict arises upon the inferences to be drawn from the facts disclosed by the evidence, and not in the evidence establishing or tending to establish such material facts. Nearly every expense bill and every tariff or rate sheet submitted by the respondents or persons opposing the advance in rates was either admitted to be correct, or what the same purported to be, or the same was not denied and no evidence was offered to contradict or impeach the same. The scope of the investigation that might, under certain circumstances, have been necessary in order to determine the truthfulness of the allegations in the original petition that the rates now in force in this state are inadequate and unremunerative has been very much narrowed by the position assumed by the petitioners at the commencement of and throughout the entire proceedings before the board.

Mr. Ripley, in his opening argument or statement to the board on the part of the petitioners at the first hearing on the 21st of August, 1894, after briefly reviewing the history of railway legislation, national and in this state; the making of the present schedule of rates by the commissioners of this state, and the facts and circumstances leading up to the filing of

said petition for an increase of said rates, uses the following language in stating the basis of said claim for such an advance:

We, therefore, base our claim solely on comparison of the rates with those in effect elsewhere and we ask that they be advanced to something like what is being charged for the same services in other states where conditions are certainly no more favorable, and in some of them where conditions are not as favorable as they are here."

In concluding his argument on the part of petitioners, at the close of the last hearing, he said:

"It is only necessary to say in general that our friends (referring to the other side) in making their case, have gone through the tariffs and taken every case they could find where the rates were influenced by water competition, where the road was the long one and had to meet the short line rate, or for any reason the rates in Illinois were shaded they have used it, naturally having neglected to read those portions of the tariffs that did not go to support their case. If the commissioners go through these tariffs they will see where that has been done. They will see that in the main they support our contention that the rates actually charged and received in the state of Illinois are higher than rates actually charged and received in Iowa. We are entirely content to rest our case there. We never said we got Illinois rates on all our Illinois business. We stated that we got most of it.

If this is all true and the facts are as so claimed and stated by Mr. Ripley, does it necessarily or properly follow that the petitioners are entitled to what they demand in this proceeding? Certainly, if the proof fails to sustain the material portion of those allegations, it would hardly be claimed that the commissioners would be justified in granting said demand, if they are to be governed by the showing made or evidence submitted.

The laws of the state of Michigan provide certain limitations upon the right of railway companies in that state to charge for carrying passengers, but as to freight charges there seems to be, so far as this board is advised, only the following restrictions as to their tolls and compensation therefor:

Provided, That in transporting freight by the car loaded by the shipper and unloaded by the consignee no railroad company shall charge for transporting each of such cars more than eight dollars for any distance not exceeding ten miles, nor more than fifty cents per mile for the second ten miles, nor more than twenty-five cents per mile for the third ten miles; and for distances exceeding thirty miles in no case shall the charge between any two points on the said railroad exceed the minimum charge on the entire line. This provision shall not apply to the Upper Peninsula, nor to any company operating less than fifteen miles of railroad.

The evidence in this case discloses that the rate set forth for that state in what is called the Comparison of State Tariffs, filed as an amendment to the original petition herein, is substantially the tariff of rates charged by the Chicago & Northwestern Railway on its lines situated in that state, and a tariff sheet submitted by the respondents show-

ing the rates in actual use on the Michigan Central or Michigan Southern roads in that state showed lower rates than many now in force in this state. There has nothing been submitted to show the relative amount of traffic carried at the higher or the lower rate in that state under those different schedules, and the carload rate fixed by statute is much lower than allowed under the Iowa schedule upon all articles, except soft coal.

The laws of the state of Wisconsin do not provide for the promulgation of any schedule of rates in that state similar to the one required by the laws of this state.

The evidence before the commissioners as to the rates on which local business is done by the roads in said state of Wisconsin, shows a very large amount of traffic carried on under commodity rates lower than the rates fixed in this state for like articles, and while a large amount of such traffic in that state may be at higher rates, there is nothing before the commissioners from which any reasonably definite conclusion can be reached as to the relative amount or importance of the traffic at either the higher or the lower rates in that state.

Under the laws of the state of Minnesota the railway companies subject to the laws of that state are required to file their tariffs of rates, fares, charges and classifications with the board of railroad commissioners of that state, and if such commissioners find that the same are in any respect unequal or unreasonable they are authorized and directed "to compel any common carrier to change the same and adopt such rate, fare, charge or classifications as said commission shall declare to be equal and reasonable." Under the power so given, the commission of that state has adopted, under date of September 8, 1894, a schedule fixing rates on grain to be transported over the lines of the Great Northern Railway Company in that state, that is materially lower than those set forth in the table of rates for that state as set forth in said comparison of state tariffs filed by the petitioners, and the only other rates fixed by said commission of the state of Minnesota, as appears from a letter of the secretary of said commission, filed with this board, "are rates on hard coal, Duluth to Mankato, a distance of 256 miles, at $2.40 per ton, with two transfers; and from Duluth to Moorhead, a distance of 213 miles, at $2.25 per ton," all of which orders and rates so fixed by said commission seem to be or are likely to be contested in the courts by the railway companies affected by the same.

As to the state of Missouri, according to the evidence submitted to this commission, the railroad companies doing business in that state make their own tariffs, subject to approval or revision by the commissioners there, and no two lines seem to be governed by or receive the

same local rates. The tariffs in force on the St. Louis, Keokuk & Northwestern in that state submitted to this commission, seem to show materially lower rates, caused, as claimed, by water competition, than the rates in force in this state under the present schedule, while those in force on the Hannibal & St. Joseph road show materially higher local rates than in force here.

In the state of Illinois, where the laws and conditions generally seem to be more analgous to those of this state than any other and upon which the petitioners seem, as before stated, chiefly, if not almost exclusively, to rely in this proceeding, we find, from the evidence submitted in this case, that what are called commodity tariffs are in force applicable to such towns and cities as Rockford, Forreston, Oregon, Aurora, Batavia, Geneva, Polo, Sterling, Rock Falls, Peoria, Peru, Quincy, etc., that cover a very large number of articles used for manufacturing purposes, as well as numerous articles that are not to be so used, and that altogether certainly must make up a very large portion of the traffic locally upon the railroads of that state, and giving lower rates than are in force in this state under the present schedule upon similar articles, and much lower than the maximum fixed by the Illinois commissioners' schedule. The reasons why that is done in that state are not very material so far as this case is concerned, but the fact that it is done is material as affecting the weight that should be given to the commissioners' schedule of that state in this controversy. There is no doubt that the roads of that state charge and receive the maximum rates fixed by the commissioners whenever they can practically do so, but it is equally well established by the evidence, and admitted by the petitioners in this case, that in many instances, and covering a large portion of traffic, they do not receive those rates. The short line of the Chicago & Northwestern road from Chicago to Clinton on the Mississippi river, a distance of about 138 miles, seems to limit and control to a great extent the amount that the Chicago, Burlington & Quincy road can charge on their longer line between Chicago and Quincy on the same river, a distance of about 263 miles. At nearly all junction points where different roads cross or intersect in the state, the longer line takes the short line rate. The Chicago, Rock Island & Pacific road, where it comes in competition with the canal, will take less than the commissioners' rates, and where it does not it will, when practicable, again charge the maximum rate. The roads running from Chicago to East St. Louis by a direct or somewhat circuitous route, all make a very low rate to that point, on about two hundred and fifty commodities, lower than either the Illinois or Iowa commissioners' rates, and will charge maybe the Illinois com-

missioners' rate out for a distance of about 185 miles, and will then run about flat, as it is called, to the terminal point, for the remainder of the distance. If it is necessary for an interior manufacturing town in that state or the state of Wisconsin to have a low rate on their raw material from points further east and north, in order to enable them to compete in the western markets, where their product is largely distributed, they get such rates, although the same may be much lower than either the Illinois or Iowa commissioners' schedules upon the same class of articles. This states the situation briefly as to rates in said state of Illinois, and without setting out here tables of comparisons of such rates and other details that do not affect the real merits of this controversy.

It is conceded in this case by the petitioners, no matter whether it rises by reason of the statutes of this state or by reason of the peculiar situation or surroundings in the state, that all of the railroads doing business in this state, receive upon all of their local business, subject to the provisions of the present schedule, the full amount allowed as maximum rate by that Iowa schedule, and that they can continue so to do as long as the same is in force and present laws and conditions continue to exist. It is just as clearly a fact that no such state of affairs exists at the present time in the state of Illinois, or any other state with which a comparison of tariffs is asked by the petitioners in this proceeding.

Another important allegation is made in these proceedings as to the state of affairs existing in the adjoining state of Illinois and not in this state, and in substance, at least, conceded to be true by the petitioners, is that in relation to the difference regarding what is called the in haul on freight from eastern initial and manufacturing points to points in Illinois, as compared with Iowa, and that matter is stated in one of the papers, or arguments submitted to the board upon the part of the respondents, as follows:

"Almost every cross point in the state of Illinois, which includes all the jobbing points, enjoy what is known as the pro rate on all their in freight; that is to say, the railroads in the state of Illinois only get a percentage of the through rate made from New York to destination, the rate which is made by the Eastern roads, and always on a much lower basis than the basis of rates from Chicago west. This is determined by percentages, as the following illustrations will show: suppose the rate on fifth class goods, New York to Chicago, is 25 cents, the rate to Rock Island or Quincy both on the Mississippi river and across the state of Illinois, would be 122 per cent of this rate or say 30½ cents; of this rate the Western road only gets 30 per cent, or 6 cents per hundred to which is added perhaps 2 cents per hundred, terminal charges, making at the outside 8 cents per hundred for a haul in one case of 165 miles and in another case of about 240 miles. This is what Mr. Ripley means in speaking of the proportion of a through rate. It will be observed the jobber in Quincy and Rock Island only pay 6 cents per hundred pounds more for his freight than does his Chicago competitor, although he is across the state on its western border.

Unfortunately for the Iowa jobber, the pro rate system stops short at the east bank of the Mississippi river, and the Iowa jobbers are here met by what the railroads call "arbitraries." There are no pro rates after you cross the Mississippi river. The arbitraries from East Burlington to Ottumwa, a distance of seventy-six miles, which are added to the rate from the eastern shipping or manufacturing point to the East Mississippi river, are: first class, 37; second class, 31½; third class, 25; fourth class, 18; fifth class, 12½.

When you compare these rates for the distance carried with the rates to the east bank of the Mississippi river, the disproportion will be at once observed."

It also appears from the evidence that in said state of Illinois, as well as the other states having tariffs that are sought to be made a basis of comparison in this case, joint rates, to a considerable extent, are in force between most of the roads, whereby when goods are transported over two or more lines, the through or combined total rate is less than the sum of the local rates on each line, and that such is not the case, to any material extent, in this state.

III.

Now, if the commissioners of the state of Illinois were required under the laws of that state to make, or if the railway companies themselves, doing the local business of that state, were required to make a schedule of rates applicable to the whole local business of the state, and that for any reason, statutory or otherwise, said schedule of rates must be a minimum as well as a maximum schedule; in other words, that the roads could charge no more and receive no less than the rates fixed in that schedule, and that the same fairly must be so adjusted to the various business interests and different localities of the state as to be reasonably fair and just to those interests and localities, as well as to such railway companies, and such a schedule of rates in force in the state of Illinois was presented to the commissioners of this state as a basis of comparison, can any one doubt that a very different schedule would be presented than the maximum schedule now claimed to be in force in said state, and would that not be to a great extent true of every other state within which comparisons are sought to be made? If such schedules were presented from those states there would then still be the differences necessarily incident to the differences in circumstances and conditions surrounding the business done in such states respectively, to be taken into consideration in making the comparisons sought, but to ask this commission to take the evidence submitted at the various hearings of this case and virtually construct such a tariff or schedule for those states, or imagine what the same would be if fairly and properly constructed, and then compare such an imaginary document with the schedule now in force in this state, only goes to show or prove that the comparisons

that have been asked to be made in this case by the petitioners can have but very little value in determining the real merits of the questions involved.

In the recent case in the circuit court of the United States, district of Nebraska, involving the reasonableness of the schedule of rates fixed for that state by the legislature thereof, where a somewhat similar comparison of rates was sought to be made, Justice Brewer of the supreme court of the United States, sitting as circuit justice with Judge Dundy, in the opinion rendered in that case uses the following language in relation to the value of such comparisons:

> It is, however, urged by the defendants that, in the general tariffs of these companies there is an inequality; that the rates in Nebraska are higher than those in adjoining states; and that the reduction by house roll 33 simply establishes an equality between Nebraska and the other states through which the roads run. The question is asked, are not the people of Nebraska entitled to as cheap rates as the people of Iowa? Of course, relatively, they are. That is, the roads may not discriminate against the people of any one state. But not necessarily absolutely as cheap, for the kind and amount of business and the cost thereof, are factors which determine largely the question of rates, and these vary in the several states. The volume of business in one state may be greater per mile, while the cost of construction and of maintenance is less. Hence, to enforce the same rates in both states might result in one in great injustice, while in the other it would only be reasonable and fair. Comparisons, therefore, between the rates of two states, are of little value, unless all the elements that enter into the problem are presented. It may be true, as testified by some of the witnesses, that the existing local rates in Nebraska are forty per cent higher than similar rates in the state of Iowa. But it is also true that the mileage earnings in Iowa are greater than in Nebraska. In Iowa there are 230 people to each mile of railroad, while in Nebraska there are but 190; and, as a general rule, the more people there are the more business there is. Hence, a mere difference between the rates in two states is of comparatively little significance.

Suppose the petitioners were asked if they could or would extend the pro rate system now enjoyed by persons doing business in the state of Illinois and before referred to, across the Mississippi river into the interior of Iowa, in case the local rates were raised in this state as asked for by them in this proceeding, what would be the answer?

When Mr. A. C. Bird, of the Chicago, Milwaukee & St. Paul Railway Co., who was one of a committee of railway officials who prepared the comparison of state tariffs submitted as an amendment to the original petition, and which sets forth the rates asked for, was being examined as a witness in relation to the same, a question was asked by one of the attorneys for respondents, as follows:

"Do you propose, under those proposed rates, to grant these shippers the same privileges that you grant them in Illinois on a joint tariff?"

MR. BLYTHE: "I object to that as immaterial and irrelevant. We have not got to that question yet. It has no relevancy whatever to this situation. I will tell you for your information that it is not. We have not got to that yet."

That objection and answer may have been very properly made and is only referred to to show what differences and dissimilar circumstances and conditions might continue to exist after the change in the schedule should be made as asked.

Again, when Mr. Blythe, in his closing argument at the last hearing, was discussing the differences existing between the Illinois and Iowa statutes, and mentioning the sections (which are hereafter set out in full) which he claimed made it impossible or impracticable to grant lower rates to industries already established in the state of Iowa, said: "We cannot now grant to the manufacturing industries of Iowa any concessions that we do not grant to everyone else." He was then asked by the chairman of the commission the following question: "Can you do it any better if we raise the rates?" and he very frankly replied as follows:

"I have thought about that a good deal. Soon after the commissioners adopted the present Iowa rates, I was told by a member of the board that a member of the twenty-second General Assembly came into the office and said that he was somewhat connected with the railroads. He said he voted for the law, but he did not believe that the railroad commissioners would ever enforce it. The commissioners can not amend the law, nor can they take a step backward. But there are a great many laws that have been found hurtful. I know of no way that the hurtful condition of the law can be remedied except by construing that part of the law away. If the railroads can be given higher rates, and if the commissioners will approve the arrangements, I have no doubt whatever but that under the provisions of this law some protection and development could be induced. I believe it would be so beneficial that it would receive the endorsement of the people of the state."

The suggestion for such action on the part of the commissioners must have been hastily made, and without careful consideration, for the counsel himself would hardly adopt any such course for himself in any official position. It only goes further to show the impracticability of giving Illinois conditions to Iowa, and that, therefore, the Illinois schedule is not, in all respects at least, a fair basis of comparison in attempting to revise that of Iowa.

The supreme court of the United States has said in a very recent case, in speaking of railroad commissions similar to the one in this state: "Such a commission is merely an administrative board, created by the state for carrying into effect the will of the state as expressed by its

legislation." Its duty is to enforce and carry into effect, and not to construe away any statutory provision.

The petitioning railway companies in this case, with the exception of the Burlington, Cedar Rapids & Northern, are the main trunk lines crossing this state in a generally east and west direction, and practically parallel. Their starting point is the city of Chicago, where their general offices are located, and from there they reach out to the west, northwest and southwest, covering a scope of territory that would constitute a fair empire in extent. Some of that territory is quite densely populated, and has a rich and productive soil, and other parts of the same are thinly populated, and have a dry and almost barren soil, the former furnishing very considerable local traffic and the latter very little. The Illinois Central Railroad Company has a total mileage of its own or under its control of about 2,888 miles, of which about 573 miles are in the state of Iowa; the Chicago, Milwaukee & St. Paul Railway Company, a total mileage of about 5,724 miles, of which about 1,553 are in this state; the Chicago & Northwestern Railway Company, a total mileage of 4,273 miles, 1,163 of which are in this state; the Chicago, Rock Island & Pacific Railway Company, total mileage 3,232, this state, 1,065 miles; the Chicago, Burlington & Quincy Railroad Company, a total mileage of 5,556 miles, with about 750 miles in this state. They all do a very large interstate business, as well as that local to this state and other states through which their lines are run or are located. The problem before their managers is to derive income enough from all their traffic, state and interstate, to pay the operating expenses and taxes, keep up and improve their property, furnish all the necessary or properly required facilities to transact their business and properly accommodate the public, pay the interest on their debt and dividends to their stock holders. It is not so very material to them whether the state or strictly local traffic, or the interstate bear respectively their due share of the burden of furnishing the necessary income, so long as it is furnished from the total traffic carried. They, therefore, of recent years more particularly, operate their lines respectively as an entire system, regardless of state lines generally, as far as they can or are allowed so to do. Where competition, or other causes render the same necessary, they carry their interstate freight at very low rates, and where such causes do not operate they naturally exact and receive much more. Where, for the same reasons, they must accept low rates on local freight, or not carry the traffic, they readily and properly take it when they can, and try to make up the deficiency in the amount received from other portions of their lines. Consequently, some states or localities

may obtain comparatively very low rates upon their interstate traffic, and have to pay more in proportion upon their local. While other states and localities may, by virtue of their situations and surroundings, be barred from any material competition upon either their interstate or local traffic, or business, and thus be obliged to pay more than their fair share of charges upon the business furnished by them to such railways. Large commercial cities, having numerous lines of railway are able to command, and therefore receive very low interstate rates. The evidence before this commission, if any such was necessary, shows that the neighboring state of Minnesota gets the benefit of such low rates to its cities of Minneapolis and St. Paul. Wisconsin gets the same to Milwaukee and other cities. Illinois gets them to Chicago and the Mississippi river. Missouri gets the same to St. Louis and Kansas City, and Nebraska gets them at Omaha, but such is not the case with Iowa, at least to the extent existing in said surrounding states. Such a state of affairs as the foregoing may be, to some extent, the reason why the people of this state have felt compelled to attempt to secure by just and effective legislation some relief from the burdens they deemed to be unfairly and unjustly cast upon them by discriminating, if not excessively high rates, and to secure for their local traffic, which alone was subject to any control by them, such fair and reasonable rates as would fairly and fully compensate the carriers, and, at the same time, allow business to be done and carried on here somewhat as elsewhere where no better facilities for the same existed than in Iowa. It was this feeling dominant in the state when the members of the twenty-second General Assembly were being elected that sent the members of that body to the capitol of the state, virtually under instructions to enact such measures as would tend to bring about such results.

It is chapter 28 of the acts of that General Assembly, approved April 5, 1888, that gives the railroad commissioners of the state the power and authority to make and revise schedules of rates, and it is under the provisions of that act that the present proceedings before this board are had.

Section 1 provides that the act shall apply to the transportation of persons and property, and to receiving, delivering, storage and handling of property wholly within this state, and to any common carrier or carriers engaged in this state in the transportation of passengers or property by railroad therein, and defines the meaning of the term "railroad" and "transportation" as used in said act. The only other sections bearing materially upon the matters involved in this case are sections

two to five inclusive, and sections seventeen to twenty inclusive, all of which are as follows:

SEC. 2. All charges made for any service rendered or to be rendered in the transportation of passengers or property in this state, as aforesaid or in connection therewith or for the receiving, delivering, storage or handling of such property shall be reasonable and just; and every unjust and unreasonable charge for such service is prohibited and declared to be unlawful.

SEC. 3. If any common carrier subject to the provisions of this act shall directly or indirectly, by any special rate, rebate, drawback, or other device, charge, demand, collect, or receive from any person or persons a greater or less compensation for any service rendered, or to be rendered, in the transportation of passengers or property subject to the provisions of this act, than it charges, demands, collects or receives from any other person or persons for doing for him or them a like and contemporaneous service in the transportation of a like kind of traffic, such common carrier shall be deemed guilty of unjust discrimination, which is hereby prohibited and declared to be unlawful: this section, however, is not to be construed as prohibiting a less rate per one hundred pounds in a carload lot than is charged, collected or received for the same kind of freight in less than a carload lot.

SEC. 4. It shall be unlawful for any common carrier, subject to the provisions of this act, to make or give any preference or advantage to any particular person, company, firm, corporation or locality or any particular description of traffic, in any respect whatsoever or to subject any particular person, company, firm, corporation or locality or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever; *provided*, however, that nothing herein shall be construed to prevent any common carrier from giving preference as to time of shipment of live stock, uncured meats or other perishable property. All common carriers subject to the provisions of this act, shall, according to their respective powers, afford all reasonable, proper, and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding and switching of cars, and the receiving, forwarding and delivering of passengers and property to and from their several lines, and to and from other lines and places connected therewith; and shall not discriminate in their accommodations, rates and charges between such connecting lines. And any common carrier may be required to switch and transfer cars for another for the purpose of being loaded or unloaded, upon such terms and conditions as may be prescribed by the board of railroad commissioners.

SEC. 5. It shall be unlawful for any common carrier, subject to the provisions of this act, to charge or receive any greater compensation in the aggregate for the transportation of passengers or of a like kind of property for a shorter than for a longer distance over its railroad, all or any portion of the shorter haul being included within the longer. And said common carrier shall charge no more for transporting freight to or from any point on its railroad than a fair and just rate as compared with the price it charges for the same kind of freight transportation to or from any other point.

SEC. 17. The board of railroad commissioners of this state are hereby empowered and directed to make for each of the railroad corporations, doing business in this state, as soon as practicable, a schedule of reasonable maximum rates of charges for the transportation of freight and cars on each of said railroads, and said power to make schedules shall include the power of classification of all such freights, and it shall be the duty of said commissioners to make such classification; *provided*

that the said rates of charges to be so fixed by said commissioners shall not in any case exceed the rates which are or may hereafter be established by law; and said schedule so made by said commissioners, shall in all suits brought against any such railroad corporations, wherein is in any way involved the charges of any such railroad corporation for the transportation of any freight or cars or unjust discrimination in relation thereto be deemed and taken in all courts of this state as *prima facie* evidence that the rates therein fixed are reasonable and just maximum rates of charges for the transportation of freight and cars upon the railroads for which said schedules may have been respectively prepared. Said commissioners shall from time to time, and as often as circumstances may require, change and revise said schedules, subject to the same provision that the rates fixed are not to be higher than now or hereafter established by law. When any schedule shall have been made or revised as aforesaid, it shall be the duty of said commissioners to cause notice thereof to be published for two successive weeks in some public newspaper published in the city of Des Moines in this state, which notice shall state the date of the taking effect of said schedule, and said schedule shall take effect at the time so stated in such notice, and a printed copy of said revised schedule shall be conspicuously posted by such common carrier in each freight office and passenger depot upon its line or lines. All such schedules, so made, shall be received and held in all such suits as *prima facie* the schedule of said commissioners without further proof than the production of the schedule desired to be used as evidence, with a certificate of said railroad commissioners, that the same is a true copy of the schedule prepared by them for the railroad company or corporation therein named, and that notice of making the same has been published as required by law; *provided*, that before finally fixing and deciding what the original maximum rates and classifications shall be, it shall be the duty of the railroad commissioners to publish ten days' notice in two daily papers published in Des Moines, setting forth in such notice that at a certain time and place they will proceed to fix and determine such maximum rates and classification; and they shall at such time and place, and as soon as practicable, afford to any person, firm, corporation or common carrier who may desire it, an opportunity to make an explanation or showing or to furnish information to said commissioners on the subject of determining and fixing such maximum rates and classification; and in any event the original schedule of rates and classification of freights on all lines of railroads in Iowa shall be fixed and shall go into effect within sixty days from the taking effect of this act.

The supreme court of the United States has decided that a statute of Minnesota giving the board of railroad commissioners authority to make a schedule of rates which shall be conclusive as to what are reasonable charges, without any opportunity for judicial investigation as to whether they are reasonable, is unconstitutional. *C. M. & St. P. R. R. Co. v. Minnesota*, 134 U. S., 418; *Minneapolis Eastern R. Co. v. Minnesota*, 134 U. S., 467.

SEC. 18. Whenever any person upon his own behalf, or class of persons similarly situated, or any firm, corporation or association, or any mercantile, agricultural or manufacturing society, or any body politic or municipal organization, shall make complaint to said board of railroad commissioners, that the rate charged or published by any railroad company, or the maximum rates fixed by said commissioners in the schedules of rates made by them under the provisions of section seventeen of this act (section 2065), or the maximum rate that now or hereafter may be fixed by law is unreasonably high or discriminating, it shall be the duty of said commissioners to immediately investigate the matter of such complaint. If such complaint appears to be

well founded and not trivial in character, the board shall fix a day for hearing the same, and shall notify the railroad company of the time and place of such hearing by mailing a notice properly directed to any division superintendent, general or assistant superintendent, general manager, president or secretary of such company, which notice shall contain the substance of the complaint so made, and the board shall also notify the person or persons complainingof such time and place.

SEC. 19. Upon such hearing so provided for, the said commissioners shall receive whatever evidence, statements or arguments either party may offer or make pertinent to the matter under investigation; and the burden of proof shall not be held to be upon the person or persons making the complaint, but the commissioners shall add to the showing made at such hearing whatever information they may then have, or can secure from any source whatsoever, and the person or persons complaining shall be entitled to introduce any published schedules of rates of any railroad company, or evidence of rates actually charged by any railroad company for substantially the same kind of service, whether in this or any other state; and the lowest rates published or charged by any railroad company for substantially the same kind of service, whether in this or any other state, shall, at the instance of the person or persons complaining, be accepted as *prima facie* evidence of a reasonable rate for the services under investigation, and if the railroad company complained of its operating a line of railroad beyond the state of Iowa, or if it appears that it has a traffic arrangement with any such railroad company, then the commissioners in determining what is a reasonable rate, shall take into consideration the charge made, or rate established by such railroad company or the company with which it has traffic arrangements for carrying freight from beyond the state to points within the state, and from within the state to points beyond the state; and if such company be operating a line of railway beyond the state they shall also take into consideration the rate charged or established for a substantially similar or greater service by such company in any other state in which said railroad company operates a line of railway.

SEC. 20. After such hearing and investigation the said commissioners shall fix and determine the maximum charge to be thereafter made by the railroad company or common carriers complained of, which charge shall in no event exceed the one now, or hereafter fixed by the law, and the said commissioners shall render their decision in writing; and shall spread the same at length in the record to be kept for that purpose; such decision shall, specifically, set out the sums or rate which the railroad company or common carrier, so complained of, may thereafter charge or receive for the service therein named and including a classification of such freight, and the said commissioners shall not be limited to their said decision and the schedule to be contained therein to the specific case or cases complained of, but it shall be extended to all such rates between points in this state and whatever part of the line of railway of such company or common carrier within this state as may have been fairly within the scope of such investigation, and any such decision so made and entered on record of said commissioners, including any such schedules and classifications, shall, when duly authenticated, be received and held in all suits brought against any such railroad corporation or common carrier wherein is in any way involved the charges of any such corporation or carrier mentioned in said decision, in any of the courts of this state, as *prima facie* evidence that the rates therein fixed are reasonable maximum rates, the same as the schedule made by said commissioners as provided in section seventeen hereof (section 2065); and the rates and classifications so established after such hearing and investigation shall

from time to time thereafter upon complaint duly made be subject to revision by said commissioners the same as any other rates and classifications.

Section twenty-three is as follows:

SEC. 23. If any railroad corporation or common carrier subject to the provisions of this act shall charge, collect, demand or receive more than a fair and reasonable rate of toll or compensation for the transportation of passengers or freight of any description, or for the use and transportation of any railroad car upon its track, or any of the branches thereof, or upon any railroad within this state which it has the right, license or permission to use, operate or control or shall make any unjust and unreasonable charge prohibited in section two of this act (Sec. 2050), the same shall be deemed guilty of extortion, and shall be dealt with as hereinafter provided, and if any such railroad corporation (or common carrier) shall be found guilty of any unjust discrimination as defined in section three of this act (Sec. 2051), upon conviction thereof, shall be dealt with as hereinafter provided.

Section twenty-four, to which considerable reference was made during the last hearing of this case, is a literal copy of the Illinois statute on the same subject, and is as follows:

SEC. 24. If any such railroad corporation shall charge, collect or receive for the transportation of any passenger or freight of any description upon its railroad for any distance within this state, a greater amount of toll or compensation than is at the same time charged, collected or received for the transportation in the same direction of any passenger or like quantity of freight of the same class over a greater distance of the same railroad; or if it shall charge, collect or receive at any point upon its railroad a higher rate of toll or compensation for receiving, handling or delivering freight of the same class and quantity, than it shall at the same time charge, collect or receive for the transportation of any passenger or freight of any description over its railroad a greater amount of toll or compensation than shall at the same time be charged, collected or received by it for the transportation of any passenger or like quantity of freight of the same class being transported in the same direction over any portion of the same railroad of equal distance; or if it shall charge, collect or receive from any person or persons a higher or a greater amount of toll or compensation than it shall at the same time charge, collect or receive from any other person or persons for receiving, handling or delivering freight of the same class and like quantity, at the same point upon its railroad; or if it shall charge, collect or receive from any person or persons, for the transportation of any freight upon its railroad, a higher or greater rate of toll or compensation than it shall, at the same time, charge, collect or receive from any other person or persons, for the transportation of the like quantity of freight of the same class, being transported from the same point in the same direction, over equal distances of the same railroad, or if it shall charge, collect or receive, from any person or persons, for the use and transportation of any railroad car or cars upon its railroad, for any distance, a greater amount of toll or compensation than is at the same time charged, collected or received from any other person or persons, for the use and transportation of any railroad car of the same class or number, for a like purpose, being transported in the same direction, over a greater distance of same railroad; or if it shall charge, collect or receive, from any person or persons, for the use and transportation of any railroad car or cars upon its railroad, a higher or greater compensation in the aggregate, than it shall, at the same time, charge, collect or receive from any other person or persons, for the use and transportation of any railroad car or cars of the same class

for a like purpose, being transported from the same original point in the same direction over an equal distance of the same railroad; all such discriminating rates, charges, collections or receipts whether made directly or by means of any rebate, drawback, or other shift or evasion, shall be deemed and taken against such railroad corporation, as *prima facie* evidence of the unjust discriminations prohibited by the provisions of this act; and it shall not be deemed a sufficient excuse or justification of such discrimination on the part of said railroad corporation, that the railway station or point at which it shall charge, collect or receive less compensation in the aggregate for the transportation of such passenger or freight, or for the use and transportation of such railroad car the greater distance than for the shorter distance, is a railway station or point at which then exists competition with any other railroad or means of transportation. This section shall not be construed so as to exclude other evidence tending to show any unjust discrimination in freight and passenger rates. The provisions of this section shall extend and apply to any railroad, the branches thereof, and any road or roads which any railroad corporation has the right, license or permission to use, operate or control wholly or in part, within this state; *provided*, however, that nothing herein contained shall be so construed as to prevent railroad corporations from issuing commutation, excursion or thousand-mile tickets; *provided* the same are issued alike to all applying therefor.

Section 25 reads as follows:

SEC. 25. It shall be unlawful for any such common carrier to charge, collect, demand or receive more for transporting a car of freight than it at the same time charges, collects, demands or receives per car for several cars of a like class of freight over the same railroad for the same distance, in the same direction, or to charge, collect, demand or receive more for transporting a ton of freight than it charges, collects, demands or receives per ton for several tons of freight under a car load of a like class of freight over the same railroad for the same distance, in the same direction, or to charge, collect, demand or receive more for transporting a hundred pounds of freight than it charges, collects, demands or receives per hundred for several hundred pounds of freight, under a ton, of a like class of freight over the same railroad for the same distance, in the same direction, all such discriminating rates, charges, collections or receipts, whether made directly or by means of any rebate, drawback or other shift or evasion, shall be deemed and taken against such railroad company as *prima facie* evidence of the unjust discrimination prohibited by this act; *provided*, however, that for the protection and development of any new industry within this state, such railroad company may grant concessions or special rates for any agreed number of car loads, but such special rates aforesaid shall first be approved by the board of railroad commissioners, and a copy thereof filed in the office thereof.

These last two sections simply define what shall be considered as *prima facie* evidence of the unjust discriminations prohibited by said act.

It was under the provisions of section 17 of said act that the railroad commissioners of the state made their first schedule of reasonable maximum rates which was required to be made, and to go into effect within sixty days from the taking effect of said act.

As showing briefly how said schedule was made we quote the following from said commissioners' report for the year 1888, which is signed by all of the commissioners in office at the time said schedule

was made. Following a brief reference to the opinions of Judges Brewer and Fairall in cases then pending, or recently before them, in which they seemed to hold that said rates were not compensatory, the following language was used:

This was not and never has been the intent or purpose of the commissioners. The rates fixed were certainly higher than the roads had voluntarily for a very considerable period fixed, themselves, for a large portion of their traffic.

The law required, practically, that all localities and all persons should be treated alike. The railway companies in establishing their tariff of May 10 placed their rates at substantially the highest point that had been charged for a long period. The commissioners did not select the lowest rate that had been charged, but endeavored to reach an equitable means that would make, as they judged, a fair remuneration for services rendered and allow business to be done by the various parties interested in state commerce and manufactories. There is nothing in their action to indicate any other disposition than to allow reasonable compensation for the service. The various industrial interests of the state appeared before the board, showed the rates that they had been receiving, voluntarily given, and asked the board to arrange a schedule so that they might be fairly placed in a position to meet on equal terms their competitors outside the state. They asked that in the distribution of commodities their jobbing houses should not be closed and their manufacturing establishments driven out of the markets of the state. The representatives of the railways appeared before the board and charged all the evils complained of upon the law, which they claimed was harsh, unyielding and entirely unfitted to meet the conditions of wants of the people. They claimed that manufacturing and jobbing interests could not flourish in a state situated as Iowa is, by special rates, but to make all rates as low as their special rates had been made for this purpose, would take away their revenue.

The rates were made in compliance with the law, neither as low as special rates had been given nor as high as the companies had fixed them in their May 10 tariff, but with the expectation that all parties might do business under them.

Most, if not all, the petitioners in this case, as they had the undoubted right to do, promptly proceeded to test the constitutionality or validity of said act of the legislature, and the right of the commissioners to make said schedule, and its reasonableness in the courts of the state, and the United States. What followed as to changes made in said schedule, and as the result of said litigation, is compactly stated in the commissioners' report for the year 1889, and the opinion and course adopted by Judge Brewer in disposing of the case before him, has so much bearing upon the question now again before the board, that we quote the following from said report.

RAILROAD LITIGATION.

As stated in the report of 1888, on the 28th of June, 1888, the Chicago, Burlington & Quincy Railroad Company, the Chicago & Northwestern Railway Company, and the Chicago, Milwaukee & St. Paul Railway Company filed a bill with Judge Brewer of the United States circuit court, asking an injunction restraining the commissioners from

putting in force their schedule of freight rates, and after a hearing on July 27, 1888, a temporary injunction was issued.

On the 2d of November, 1888, the commissioners, under section 18 of the law, rendered decisions in the three cases brought thereunder by the shippers of Davenport, Burlington and Dubuque, respectively, in which the original schedule of rates was again fixed as the maximum charges to be thereafter made by the roads complained of, viz: Chicago, Rock Island & Pacific Railway Company, the Chicago, Milwaukee & St. Paul Railway Company, the Burlington, Cedar Rapids & Northern Railway Company, Minneapolis & St. Louis Railway, Chicago, Burlington & Quincy Railroad Company, Illinois Central Railroad Company, and the Chicago, St. Paul & Kansas City Railway Company. In these decisions the western classification was substituted for the former Illinois classification, thus changing the rates and taking them out of the operation of the temporary injunction. On November 27, 1888, following, Judge Brewer, on an application on the part of the Chicago, Milwaukee & St. Paul Railway Company, joined by the Chicago, Burlington & Quincy Railroad Company, issued an order restraining the Commissioners from acting under the November 3d decisions, pending a hearing at St. Paul on December 11th. Following this hearing, on the 2d of February, 1889, Judge Brewer declined to grant the injunction asked for. Judge Brewer in his decision stated that—

There are substantially three questions presented.

First—Has there been an invasion of the injunction ordered heretofore issued, and, therefore, a practical contempt of that court?

Second—Did the sections of the statute under which the commissioners acted give authority to render such decisions and establish a full schedule of rates for the complainants?

Third—Is the schedule announced just and reasonable?

With reference to the first question there is little room for doubt. In the injunction which was issued there was no assumption of power to prescribe rates and no pretense of interfering with the commissioners in the discharge of any duties imposed upon them by statute. The limits of judicial interference were, I think, clearly stated in the opinion filed. Beyond that limit, as I said, the courts have no power to go, and the whole matter is relegated to the discretion of the commissioners. It would be strange, indeed, after the various adjudications of the supreme court, if any court would assume to prescribe a schedule of rates. * * * And, finally, it must be observed that the question, what are reasonable, is, as perhaps none know better than these commissioners, one of exceeding intricacy and difficulty, and it would be strange, indeed, if an honest effort on their part to solve that question, in the discharge of their official duties, could be denounced as an intentional contempt of judicial orders. I think I but voice the opinion of every individual who has been drawn to take any part in this litigation, that we, all of us, are simply searching after the truth.

With reference to the second question, the contention of complainant is that sections 18, 19 and 20 contemplate simply the inquiry by the commissioners into an alleged

overcharge in a particular shipment, with power to declare what was a reasonable charge, and to make that determination applicable in the future to all charges of a kindred nature, that only under section 17 could the commissioners make a full schedule.

My first reading of the statute gave me the same view, but subsequent examination convinces me that such is not the correct construction. Section 17 undoubtedly authorizes the commissioners, on their own motion, to proceed and establish schedules of rates for all railroads; indeed, it directs them so to do. Under this section they proceed, not under any complaint, but simply obeying the mandate of the legislature. Sections 18, 19 and 20 contemplate proceedings against a particular railroad company upon complaint made. Under these sections the board proceeds not upon its own motion, but only in response to the application of some party. While the proceeding is quasi judicial in that there is a complainant and defendant, the latter brought in by notice, and a hearing and decision, yet the scope to which complaint may be made, inquiry may go, and decision rendered, is disclosed by the first part of section 18 and a portion of section 20. Obviously, reading sections 17 and 18 together, the thought of the legislature was this: That under section 17 the commissioners should proceed in a legislative or administrative capacity, and after giving notice generally, and not to any particular railway, and giving general opportunity to all for furnishing information, were to prepare schedules for all the roads; and then in order that the rates might be reduced to the lowest reasonable figure, as provided for complaint in section 15 against any particular road, and authorized the commissioners after notice to and hearing to fix a schedule for that road or determine the reasonableness of any particular charge. Only by giving this construction does it seem that full force can be given to all the words in section 18. The complaint generally of the railroad companies is that the statute is unnecessarily severe and stringent. Obviously, it was the thought of the legislature to provide for all contingencies, and to give the fullest power to the commissioners. Nor do I think that this construction renders the statute obnoxious to the charge of class legislation. Power of classification unquestionably exists; that is conceded. Power to determine upon complaint whether any charge or series of charges by a particular railroad company is reasonable or not, cannot be questioned; and power to declare that determination shall, as to the particular road, be a rule for the future, would seem to follow.

This brings us to the last of the three questions suggested, to-wit: the reasonableness of the rates. In respect to this, I have nothing to add to what I said in the opinion heretofore filed, concerning the rules controlling judicial action. I abide by the propositions then laid down, and have simply sought to apply those rules to the facts developed by the testimony now presented. Neither shall I attempt any review of such testimony; its volume precludes this. All that I can do is to state conclusions and results with two or three principal matters controlling the same. It may be premised that the testimony now presented is more definite and satisfactory than that before me in the summer. While much of it is by affidavit, still there has been since then time for examination and comparison, and the testimony is more positive and direct and less a matter of estimate. I do not mean to say that everything has been made clear, but the testimony taken upon the different hearings and the examinations made by the railroad officials are more and more bringing out the exact facts.

I notice, first, the testimony of Mr. Ripley, the general manager of complainant. His long experience and position with the company complainant give weight to his testimony. It shows that the gross earnings of 1888 of complainant's entire road (the last two months estimated) will be $24,055,241.19, while the operating expenses and

fixed charges will be $24,826,801.40, leaving a deficit of $771,560.21. If the same percentage of reduction adopted by the Iowa commissioners in their last schedule be applied to the whole business of complainant, it would reduce their gross freight earnings $4,360,000. Adding this to the actual deficit, there would be $5,131,560.21 of income less than the operating expenses and fixed charges. Now, if this were an average year, a fair standard upon which to base our judgments, obviously the proposed reduction by even the last schedule prepared by the commissioners could not be sustained. But it is not a fair standard; the year has not been an average one. The testimony shows, even if the public history of the times did not compel the court to take judicial notice, that a widespread strike on the part of the engineers of complainant's road, continuing through many months, has added largely to the expenses of operating, and struck a heavy blow at the business of the company. Turning back to the year 1887, it appears from the same testimony that the operating expenses and fixed charges were $21,381,997.60, and that the gross earnings subjected to the commissioners' last schedule would have amounted to $21,656,583.04, leaving a balance of net earnings of $272,585.44, which would make a dividend of 35-100 of 1 per cent of the capital stock. Mr. Ripley says that this was a prosperous year for the complainant. While that may be true, yet looking back on the reports for prior years, it does not appear to have been an exceptionally prosperous year. While the tonnage of freight carried exceeded largely that in prior years, yet the gross freight earnings were less than that of three of the prior years. Indeed, looking back through the reports as far as 1870, it would seem that the company received less per ton for carrying freight during 1887 than in any prior year. If that be true, and the reduction made by the last schedule of the defendant applied generally to all the freight business of the company would still leave a balance, although a small one, for distribution among the stockholders, how, within the rules laid down in the prior opinion; can I hold that the rates are so unreasonable as to justify judicial interference? The testimony furnished by the officials of other roads as to the effect of the Iowa tariff on their net earnings runs in the same direction. It is unnecessary to give figures.

Again, these figures have been given upon the basis of a proportional reduction of all the freight tariffs of the complainant, both state and interstate. Nowhere is it affirmed by the witnesses for complainant that if the rates prescribed by this last Iowa tariff were applied to their whole business the results above disclosed would follow. On the contrary, it is evident fr m the testimony that if these Iowa rates were of universal application to the entire business of the company, there would not only be no deficit, but a considerable sum for distribution as dividends. If that be true, can these rates be declared unreasonable? This opens the door to a serious inquiry. Prior to this act terminal tariffs were in existence in Iowa, as they still are in other states. This act abolished, within the limits of Iowa, terminal tariffs, and substituted therefor uniform mileage tariff. Now, when in some states through which the company's road runs, a statute law imposing no restraints, the laws of competition compel terminal tariffs with their lower rates, can such submission to the laws of competition and business in one state be plead as an excuse for resisting the enforcement of low mileage tariff in this state? I think the answer to that question will be found in the opinion heretofore filed. Neither necessity of business, real or seeming in one state, nor the laws of that state, furnish any excuse for reducing the local tariff beneath that which is compensatory. The real question is not what effect upon the earnings of complainant a similar percentage of reduction in all its tariffs would occasion, but what would be the effect if the Iowa schedule was applied to all its business? The answer to this question seems,

from the testimony, to be that the rates would be compensatory. I remark again, that the amount of purely local freight as compared with other business of the company is very small, 4 per cent, I believe, so that if the entire earnings from this part of its business were swept away, the loss of the company would be limited in amount. Of course, this fact does not authorize injustice or sanction rates which are unreasonable, but it suggests the propriety, in view of the considerations heretofore noticed, of actual experiment as the most satisfactory test of the reasonableness of the rates. I quote in this respect the language of Mr. Justice Woods, in the case of *Tilley vs. R. R. Co.*, 5 Fed. Rep. 662.

The officers of the railroad company declare that the rates fixed by the commission will so reduce the income that it will not suffice to pay the running expenses of the road and the interest on its bonded debt; leaving nothing for dividends to its stockholders. The railroad commissioners assert that their schedule was framed to produce 8 per cent income on the value of the road after paying cos of maintenance and running expenses. Which view is the correct one, it is impossible to decide from the evidence submitted. There is, however, a conclusive way, and it seems to me it is the only one by which this controversy can be settled, and that is by experiment. A reduction of railroad charges is not always followed by a reduction of either gross or net income. It can soon be settled which is right—the railroad company's officers or the railroad commission—in their view of the effect of the commission's tariff of rates by allowing the tariff to go into operation.

While quoting this language as applicable hereto, I do not mean to endorse it as of universal application, but only under the circumstances of the present case. Where the effect of rates is doubtful, with a probability that they will prove compensatory, and the amount of business to be affected thereby is comparatively small, I think the courts may well wait for the test of experience.

Influenced by these considerations, I am led to refuse the preliminary injunction and to set aside the restraining order heretofore entered. It may well be that by the time this case comes to a final hearing the test of experience will have solved some of these matters; and it may be clear, as now seems probable, that the rates imposed by this last schedule are compensatory within the rule laid down in the prior opinion, in which case no injunction ought to issue, or clear that they are not compensatory, in which case, beyond any doubt in my mind, a final and permanent injunction ought to be granted. The preliminary injunction will be refused, and the restraining order will be set aside. The same order will be made in the similar case of the Chicago, Milwaukee & St. Paul Railroad Company vs. same defendants.

After said last decision by Judge Brewer, the railways of the state put into effect upon their lines the commissioners' said schedules of rates, and have been operating under the same, without any very material changes ever since, and the present is the first formal application made by the trunk lines of the state for a material increase of the rates prescribed in said schedules.

What has the test of experience, required by Judge Brewer, shown as to the effect of said schedules on the business and income of the petitioners in this case, and other railways doing business in this state? There is no direct evidence bearing particularly upon that question submitted by the petitioners in this proceeding. It is claimed on their part

that it is practically impossible for them to produce such evidence. Mr. Ripley, in his opening statement of the case says: "We do not bring here evidence to show that we have earned so much money in Iowa; that it has cost us so much to do the business and that we have lost money on it. We cannot do that; it is utterly impossible." Upon the hearing that took place September 19, in answer to some argument or claim put forth by the opposite side, he used the following language:

We are told we have no right to come with estimates. We should show that these rates are not compensatory; that we must show that we lose money at the present rates. We cannot show it, we have not said we lost money. There are doubtless cases where that isn't true and some where it might be true. We could, at very great expense and a great deal of time, do, as we did once before, make up a statement covering a period of two or three or four months of local Iowa business. We did that in 1888 before Judge Brewer. We made a statement of that kind—I was with the C., B. & Q —covering six months; it cost us $10,000. It was simply a statement of what we had done. I cannot tell what it costs us to do the business. If we didn't do any Iowa business, we should probably have to maintain as many stations in Iowa. All these things have to be considered.

In a general way, then, how can any conclusion be reached bearing upon those material questions? If they have lost in business and revenue it must have been upon either their state or interstate traffic, or both. As to interstate traffic, evidence was submitted at the hearing in the form of a statement with tariff sheets substantiating the same attached, from which we quote the following:

In regard to the claim that the present Iowa rates are affecting the interstate unfavorably, I respectfully refer the commissioners to tariff hereby attached, marked "Exhibit A," showing a rate from Chicago to Ottumwa, Iowa, dated August 23, 1887, of, first class, 55 cents; second class, 45 cents; third class, 30 cents; fourth class, 23 cents; fifth class, 16 cents, as against rates put in effect October 1, 1888, of, first class, 58 cents; second class, 48 cents; third class, 32 cents; fourth class, 25 cents; fifth class, 20 cents.

This comparison shows that they made and operated for a period of thirteen months in 1887 and 1888, before they could possibly be affected by the operation of the Iowa law, lower interstate rates than they did subsequently, and it is remarkable that the rates of October 21, 1888, have been in effect ever since, now nearly six years, until slightly advanced a short time ago." * * * * * *

I now desire to show that at about the same time they also advanced their east Mississippi arbitraries on all freight entering the state of Iowa. I herewith submit a C., B. & Q. tariff marked "Exhibit C," showing the arbitraries from east Mississippi river to Ottumwa, Iowa, March 20, 1890, to be, first class, 29 cents; second class, 21 cents; third class, 16 cents; fourth class, 14½ cents; fifth class, 11½ cents; sixth class, 9½ cents, governed by official classification.

These rates were subsequently advanced to, first class, 37 cents; second class, 31½ cents; third class, 25 cents; fourth class, 18 cents; fifth class, 12½ cents; sixth class, 12½ cents, and have been in effect ever since.

From this it would appear that petitioners have not probably suffered much loss of revenue on their interstate business in Iowa.

A table showing Iowa earnings for the years 1887 to 1894, inclusive, so far as it is practicable to form such a table from the information furnished the commission by estimates or otherwise in the reports of the companies made to the commission, shows as follows:

IOWA EARNINGS.

RAILROADS.	1887.	1888.	1889.	1890.	1891.	1892.	1893.	1894.
Ames & College	....	....	....	....	....	$ 5,127.82	$ 6,138.41	$ 5,572.95
Albia & Centerville	$ 14,820.94	$ 10,806.06	$ 12,532.45	$ 10,061.04	$ 19,322.55	33,394.19	22,691.29	37,063.06
Boone Valley	....	....	....	....	....	....	....	....
Burl., Cedar Rapids & Northern	2,834,295.47	2,687,261.44	2,663,775.98	2,911,005.00	3,310,478.89	3,484,591.87	3,089,686.82	3,798,810.02
Chicago, Burlington & Quincy	7,315,134.12	5,894,542.69	¶ 6,328,469.43	¶ 6,274,348.23	¶ 6,174,348.23	....	¶ 6,293,567.27	¶ 5,286,508.39
Chicago, Burl. & Kansas City	188,549.28	193,724.84	....	165,897.68	¶ 165,897.98	....	¶ 188,739.23	185,426.47
Kansas City, St. Jo. & C. Bluffs	223,047.95	202,211.43	310,020.01	303,619.41	¶ 303,619.41	345,498.77	153,045.40	140,387.01
St. L., Keokuk & Northwestern	76,784.72	80,563.00	....	681,114.79	¶ 68,114.79	....	82,834.03	74,209.17
Chicago, Ft. Madison & Des Moines	23,932.66	....	....	† 5,732.42	35,051.16	39,935.58	57,497.36	88,834.31
Chicago, Iowa & Dakota	29,842.28	30,624.66	....	43,743.60	41,401.38	56,392.37	48,170.40	33,545.03
Chicago Great Western	a 674,342.87	1,086,518.48	1,133,673.54	1,861,317.92	1,860,037.35	2,199,415.37	2,244,297.83	1,709,066.56
Chicago, Milwaukee & St. Paul	5,962,258.58	6,211,737.75	6,969,196.20	7,269,619.37	7,501,489.12	8,733,212.57	8,196,634.44	7,878,305.94
Chicago, Rock Island & Pacific	aa 7,794,062.43	8,207,182.14	7,860,365.78	¶ 8,788,154.71	* 8,524,426.86	5,974,111.75	6,560,984.24	6,333,942.91
Chicago & Northwestern	7,290,300.01	7,465,028.47	7,069,670.92	7,175,485.74	7,212,730.03	8,310,157.01	8,905,936.99	7,513,258.35
Chicago, St. P., Minneapolis & O.	865,029.97	561,306.97	529,568.77	625,461.37	545,946.62	622,842.43	840,336.61	605,781.43
Sioux City & Pacific	419,915.00	435,442.60	419,485.81	435,083.07	417,896.03	414,975.82	409,069.70	369,471.08
Chicago, Santa Fe & California	....	....	....	179,131.11	191,969.98	222,860.74	251,631.88	99,811.94
Crooked Creek	29,001.02	21,402.23	22,898.25	21,577.04	18,427.14	15,782.51	10,151.49	11,008.65
Des Moines Northern & Western	43,630.01	** 195,637.47	** 228,273.29	** 272,533.71	** 344,775.51	388,635.27	405,780.29	253,081.34
Dubuque & Sioux City	1,716,130.93	1,750,467.01	1,814,213.10	1,978,554.81	2,537,265.51	2,626,972.86	2,514,635.27	2,514,530.79
Des Moines Union	....	....	....	....	....	....	140,792.26	87,611.22
Humeston & Shenandoah	135,742.48	162,187.09	158,118.71	166,031.03	171,920.61	161,001.46	143,750.49	121,582.44
Iowa Central	1,141,317.38	1,187,879.94	1,158,822.75	1,272,567.45	1,344,495.56	1,467,076.20	1,534,994.29	1,402,550.98
Iowa Northern	13,207.61	16,794.14	11,286.54	11,087.74	19,212.67	14,631.66	21,501.56	22,404.28
Keokuk & Western	162,407.34	119,788.83	157,526.67	180,539.08	199,923.22	211,336.71	206,371.19	195,046.32
Mason City & Ft. Dodge	30,368.51	73,773.53	92,241.89	93,986.89	117,291.05	142,199.90	140,499.97	133,791.61
Minneapolis & St. Louis	242,252.33	269,632.99	276,662.11	285,447.92	335,478.01	367,949.55	294,893.73	374,197.45
Miss. River R. R. & T. Bridge Co.	....	....	....	....	....	....	....	....
Omaha & St. Louis	194,971.09	197,367.95	210,478.06	284,556.65	242,857.63	264,642.07	279,895.40	292,844.00
Prairie Du Chien & McGregor	....	7,663.12	14,413.07	6,902.99	7,127.34	8,087.27	8,083.80	7,316.19
Sioux City & Northern	....	....	....	95,385.68	390,531.06	265,698.41	320,972.69	230,019.14
Tabor & Northern	....	....	....	3,058.47	8,219.64	11,343.45	10,894.57	12,806.22
Union Pacific	....	....	....	....	481,643.45	....	415,581.48	346,798.24
Wabash	243,301.35	221,041.45	192,486.14	160,421.88	179,110.14	198,861.48	187,591.97	150,032.84
Winona & Southwestern	....	....	....	....	....	....	32,784.66	31,868.76
NARROW GAUGE ROADS.								
Burlington & Northwestern	44,326.75	51,603.29	60,231.85	65,901.72	67,501.90	81,987.20	66,098.67	59,204.54
Burlington & Western	48,330.02	50,011.81	55,709.49	62,820.40	72,431.05	86,402.28	73,758.37	64,568.84
Des Moines & Kansas City	69,448.00	b 29,236.40	68,872.15	64,460.06	98,754.56	112,439.48	111,856.45	97,734.56
Total	$ 37,329,730.67	$ 37,296,586.68	$ 37,128,309.75	$ 41,318,132.69	$ 43,102,209.35	$37,405,473.22	$45,003,090.51	$40,699,679.92

a Includes Minnesota & Northwestern. aa Includes Des Moines & Fort Dodge. ** Includes St. L., D. M. & N. b Six months only. *Proportional on mileage east of Missouri river. ¶ Estimated

A comparative statement from same sources of information for the years 1893 and 1894, as between the earnings, expenses, tonnage, number and amount paid employes of the entire lines of roads filing the petition in this case, and the same items in Iowa, with percentage of decrease or increase of each, would show as follows:

COMPARATIVE STATEMENT FOR 1893 AND 1894.

	ENTIRE LINES.	IOWA.
Tonnage in 1893 Tonnage in 1894	66,071,075 55,678,640	17,323,066 15,936,906
Decrease Per cent	10,392,435 .158	1,386,160 .081
Earnings in 1893 Earnings in 1894	$175,938,069.50 155,335,166.89	$45,001,690.51 40,696,679.92
Decrease Per cent	$ 20,602,902.61 .115	$ 4,304,000.59 .096
Passenger department earnings in 1893 Passenger department earnings in 1894	$ 50,242,021.12 50,194,993.05	*........
Decrease Per cent	$ 47,028.07 .001	....
Freight department earnings in 1893 Freight department earnings in 1894	$122,418,533.30 102,403,774.70	*........
Decrease Per cent	$ 20,004,758.60 .164	....
Expenses in 1893 Expenses in 1894	$124,509,298.71 107,328,464.40	$ 28,255,285.27 28,020,521.06
Decrease Per cent	$ 17,180,834.31 .138	$ 235,764.21 .008
Number of employes in 1893 Number of employes in 1894	119,877 103,365	31,127 29,308
Decrease Per cent	16,512 .138	1,819 .058
Amount paid employes in 1893 Amount paid employes in 1894	$ 72,764,651.07 62,222,858.78	$ 18,174,577.74 16,378,740.81
Decrease Per cent	$ 10,541,792.29 .145	$ 1,795,836.93 .099

*Not reported separately.

*

The number of employes and their annual compensation for a series of years would tend somewhat to show whether the local business had materially increased or decreased, and the following as to employes on all the lines for the year ending June 30, 1894, and in Iowa for that year, and a table showing a comparison for the years 1882 to 1894, as to employes in Iowa, taken from the commissioners' report for 1894, is as follows:

Number of employes on all lines	103,365
Number of employes on all lines, excluding general officers	102,759
Number of employes in Iowa	29,308
Number of employes in Iowa, excluding general officers	29,215
Total yearly compensation for Iowa, including general officers	$16,378,740.81
Total yearly compensation for Iowa, excluding general officers	$16,121,119.21
Number of employes reported last year was	119,877
Amount paid as compensation for services	$72,764,651.67
A decrease in number of	16,512
A decrease in compensation of	$10,535,792.89
A decrease in number in Iowa of	1,819
A decrease in compensatison in Iowa of	$ 2,010,632.87

The compensation paid employes on all lines is 85.5 of the amount paid last year.

The compensation paid employes on Iowa lines is 89.1 of the amount paid last year.

EMPLOYES IN IOWA AND THEIR ANNUAL COMPENSATION, COMPARED

YEARS	Number	Yearly compensation	Average yearly compensation
1892	17,255	$ 8,321,8 0 31	$ 482 24
1893	27,112	13,164,2 6 07	485.24
1894	26,731	13,970,661 65	522 65
1895	25,166	13,628 067 66	531.01
1896	25,701	13,677,7 0 54	530.18
1897	29,086	15,146,234 84	520 79
1898	30,794	16,205,346 31	527 22
18 9	24,642	14,212,500 27	577 17
1900	27,879	16,278,183.69	581 73
1901	27,583	16,175 410 55	587 51
18 2	30,492	17,870,915 89	586 08
1903	31,127	18,389,373 68	590 78
1904	29,308	16,378,740 81	558.85

The foregoing statements and figures do not appear to show any material loss or decrease in the Iowa earnings since said schedule of rates has been in effect that would seem to be properly chargeable to the effect of that schedule. If those figures are not correct, or do not fairly represent the true situation as to the business done by the railway companies of the state, the commissioners are not at fault, for they are taken from the reports of said companies to the commissioners.

IV.

The commissioners are charged, under the law, with the duty of making a schedule of reasonable maximum rates of charges for the transportation of freight and cars on the railroads of this state, and the fact that in other states a low rate is charged and received on some articles of traffic is no more evidence in and of itself that the same is a reasonable rate than the fact that a high rate is charged is evidence in and of itself that such high rate is a reasonable one. Many other circumstances and

surrounding conditions must be taken into account in order to determine the value of such evidence, if it has any practical value in determining what is a reasonable rate.

This application and proceeding must be based upon the authority given the commissioners in said section 17 of the act before quoted, to change and revise, as often as circumstances may require, the original schedule of rates to be made by them under the provisions of said section. Under section 18 it is only when complaint is made that the schedule fixed by the commissioners is unreasonably high or discriminating, that it is made the duty of the commissioners to investigate the matter of such complaint, and under section 19 it is only upon such hearing as provided for in section 18, that it is provided that the burden of proof shall not be held to be upon the person or persons making the complaint, but that the commissioners shall add to the showing made at the hearing, whatever information they may have or can obtain from any source, and that gives the right to the party complaining to have the evidence of the lowest rate charged elsewhere accepted as *prima facie* evidence of a reasonable rate for the services so under investigation, and in determining what is a reasonable rate upon a complaint so made, it is made the duty of the commissioners to take into consideration rates established or in use in other states, as provided in section 19.

It was with the view not only of ascertaining whether the tariffs requested to be filed with the commission would actually show what was claimed for them by petitioners, but also of ascertaining, in a general way what would be the likelihood of sustaining any such advance of rates as asked for by petitioners, in the event of complaints being filed by parties insisting that such rates were too high or discriminating against such complainants, that the petitioners were requested to file such tariffs by the commissioners. If any such advance could not probably be sustained under the kind of evidence provided for and authorized in section 19, it would be of no practical benefit to petitioners, or advantage to the public, for the commissioners to authorize the same.

The question then recurs, and it is really the only one in this proceeding, is the present schedule such a schedule of reasonable maximum rates as is required to be made by them under the provisions of said section 17, and if not, should it be revised and changed as asked for by the petitioners.

No very satisfactory definition of what is a reasonable rate has yet been given, and no definite rule has been authoritively prescribed by which to determine the question.

The inter-state commerce commission, in one case, uses the following language in reference to that matter:

The mandate of the statute is that all rates must be reasonable and just, but how the reasonableness and justice of a rate are to be determined is not prescribed by the statute, nor has any satisfactory test been evolved by transportation experts. Conflicts about rates arise from the conflicting interests of carriers and shippers. As carriers make their own rates, they have primary regard for their own interests, and often give less weight than they ought to the interests of those they serve. This is more frequently the case in the absence of competition. Under the stress of competition, or sometimes for the purpose of developing business, rates that are equitable, or even very low, are likely to be made. But when a controversy arises between the public and a carrier, the question of the reasonable limit of a rate usually involves many considerations and is often difficult to determine. A rate that might be regarded as reasonable and just by a producer and shipper, might, from a carrier's standpoint, be deemed extremely unreasonable and unjust; and so, conversely, a rate that a carrier might claim to be reasonable in itself, and that it might support with strong reasons based upon the cost of the service, the quality of the business, and the characteristics of its line of road might exhaust the greater part of the proceeds of the producer's commodity and be destructive to his interests. It is only stating a truism, therefore, to say there is no recognized test of a rate mutually reasonable for a carrier and for the producer of the traffic.

Judge Brewer said, when this schedule was first before him, that the rates prescribed must pay some compensation to the owners of the roads, and that "compensation implies three things: payment of cost of service, interest on bonds, and then some dividend. Cost of service implies skilled labor, the best appliances, keeping of the roadbed and the cars and machinery and other appliances in perfect order and repair.

When the case was before him the second time, he virtually maintained the same position on that matter.

In the case of Reagan vs. Farmers Loan and Trust Co. in the supreme court of the United States, which involved the question of the reasonableness of the schedule of rates made by the commissioners of the state of Texas, which was decided May 26th, 1894, the opinion of the court was written by Mr. Justice Brewer, who uses the following language:

It is unnecessary to decide, and we do not wish to be understood as laying down as an absolute rule that in every case a failure to produce some profit to those who have invested their money in the building of a road is conclusive that the tariff is unjust and unreasonable. And yet justice demands that every one should receive some compensation for the use of his money or property, if it be possible without prejudice to the rights of others. There may be circumstances which would justify such a tariff; there may have been extravagance and a needless expenditure of money; there may be waste in the management of the road; enormous salaries, unjust discrimination as between individual shippers, resulting in general loss. The construction may have been at a time when material and labor were at the highest price, so that the actual cost far

exceeds the present value; the road may have been unwisely built, in localities where there is not sufficient business to sustain a road. Doubtless too, there are many other matters affecting the rights of the community in which the road is built, as well as the rights of those who have built the road.

But we do hold that a general averment in a bill that a tariff as established is unjust and unreasonable is supported by the admitted facts that the road cost far more than the amount of the stock and bonds outstanding; that such stock and bonds represent money invested in its construction; that there has been no waste or mismanagement in the construction or operation; that supplies and labor have been purchased at the lowest possible price consistent with the successful operation of the road; that the rates voluntarily fixed by the company had been for ten years steadily decreasing until the aggregate decrease had been more than fifty per cent; that under the rates thus voluntarily established the stock, which represents two-fifths of the value, has never received anything in the way of dividends, and that for the last three years the earnings above operating expenses have been insufficient to pay the interest on the bonded debt, and that the proposed tariff, as enforced, will so diminish the earnings that they will not be able to pay one-half the interest on the bonded debt above the operating expenses; and that such an averment so supported will, in the absence of any satisfactory showing to the contrary, sustain a finding that the proposed tariff is unjust and unreasonable, and a decree reversing it being put in force.

In the same case he quotes, with approval, the following language taken from a former decision of the same court

The question of the reasonableness of a rate of charge for transportation by a railroad company, involving as it does the element of reasonableness, both as regards the company, *and as regards the public*, is eminently a question for judicial investigation requiring the process of law for its determination.

In the Nebraska case, involving the reasonableness of the schedule of rates fixed by the legislature of that state, and in which the decision filed November 12th, 1894, was written by the same Justice Brewer, he says:

But the grave question still remains, are the rates prescribed in this act, as the maximum over which the railroad companies may not go, unreasonable, and so unreasonable as to justify the courts in staying its operation? No more difficult problem can be presented than this. There are so many matters which enter into it, and which must be taken into consideration before satisfactory answer can be reached. * * * What it the test by which the reasonableness of rates is determined? This is not yet fully settled. Indeed it is doubtful whether any single rule can be laid down, applicable to all cases. If it be said that the rates must be such as to secure to the owners a reasonable per cent on the money invested, it will be remembered that many things have happened to make the investment far in excess of the actual value of the property —injudicious contracts, poor engineering, unusually high cost of material, rascality on the part of those engaged in the construction, or management of the property. These, and many other things, as is well known, are factors which have largely entered into the investments with which many railroad properties stand charged.

How does he proceed to solve the problem he has stated? Further along in his opinion we find the following:

There is in this act no interference with the passenger tariff, but only a maximum

for freight rates. So we can not place all the local expenses over against all the local receipts, and draw our conclusions therefrom. We have the attempt by the legislature to prescribe a maximum tariff for only the transportation of freight within the limits of Nebraska, and are called upon to determine whether the rates so fixed are unreasonable and afford no fair compensation to those who have invested their means in these railroad properties. In order to determine this, *we must ascertain what it costs* to carry this local freight, what the receipts have been therefrom, and what reduction will be made in such receipts by the application of this act, and then we must take such proportion of the gross investment in the roads as the present earnings from local freights bear to the total earnings of the road.

In that case it appears there was a table in evidence showing the number of tons carried locally, number of tons of interstate freight carried, number of tons of local freight carried one mile, number of tons of inter state freight carried one mile, and percentage of expenses to earnings, for the years ending June 30, 1891, 1892 and 1893, in said state of Nebraska.

Said Justice then says further:

Exhibit 4 shows the amount actually received for business within the state during the year ending June 30, 1892, by the various roads whose interests are in controversy in these cases; also, the amount of reduction in those receipts which would have resulted if the rates perscribed by House Roll 33 had been in force during that year. In exhibit 20 is found the percentage of expenses to earnings upon the business of those companies. Obviously, the cost of transportation would be the same whether the companies received the prices which they did in fact receive, or the reduced rates prescribed by House Roll 33. If the cost of hauling local freight was the same as that of the other business done by the roads, in order to ascertain what amount the companies earned from local freight it will be necessary to multiply the gross receipts by the percentage of expenses to earnings. This would show the amount that it cost to carry that freight, and the difference betwen that cost and the receipts would be the amount of the net earnings. From such net earnings subtract the amount of reduction caused by house roll 33, and the result will show whether, under such rates, the companies would have earned anything from local freight, and if so, how much.

And further along the following language is used:

Take the same process of computation, and apply it to the only other company which would have any amount of earnings under the reduction caused by house roll 33, to-wit: the Burlington & Missouri River Railroad in Nebraska. Beyond the statement in exhibit 23 of the capital stock and funded debt per mile of the Chicago, Burlington & Quincy Company, which owns and operates the Burlington & Missouri River Railroad, we have, from the testimony of its auditor the exact amount of mortgage indebtedness resting upon the road within the limits of the state, and the amount of interest charges due therefrom, to-wit: an indebtedness of $45,208,992.80, and interest charges for the year 1892, $2,224,171.17. The amount received for local freight was about sixteen per cent of the total amount realized on all business done in the state as appears from exhibit 4. Sixteen per cent, therefore, of this interest, should have been earned by the local freight. Sixteen per cent is $355,867. But the table shows that the net earnings therefrom under the rates prescribed by house roll 33, for that year, would have been only $77,617—not a fourth of the amount which it should contribute to the payment of such interest.

From this decision of Justice Brewer and from the other decisions of the highest courts of the land it can fairly be deduced that if a schedule of rates, such as is under consideration in this case, is so made and adjusted, that the amount received for the local freight carried will furnish a just and fair proportion of the amount necessary to pay its proper share of the expenses incurred in operating and maintaining the lines of the carriers in the state, and the same proportion of the amount of indebtedness or interest on same, that properly belongs to said lines in the state, and the same share of dividends to stock holders and any other proper amount to be realized as income or profits to the carriers, then such schedule would be a reasonable and proper one for the railways, as well as the people of such state. They have not decided that no other would be reasonable.

The question of making or determining what is such a reasonable schedule by the commissioners of this state, under section 17 of the act before referred to, is substantially the same as it would be if the same question was presented to a court, for in any contest as to its justness, reasonableness or legality, as a whole, the matter has to be decided by the courts. It may not have to be determined by the commissioners in the same formal or technical manner, as to evidence or otherwise, but the same essential facts necessary to the determination must, in some way or manner, be before the one board or tribunal, the same as the other, in order to reach a just and proper conclusion.

In determining what would be unjust and unreasonable in a schedule of rates, the court must necessarily, to some extent, pass upon questions that would throw light upon and determine what would be a reasonable schedule, and the courts are the final arbiters of that question.

Now, no such question has ever been presented to any court, so far as the commissioners are advised, without some attempt to arrive at the value of the railroads in the state under consideration, either by the amount of bonds and stock properly chargeable to the lines of such state or what the same were then reasonably worth in some other manner, and also to arrive at about the same amount of local business done in such state, subject to such schedule, and about the amount of the expenses incurred in doing that business, as compared with the total expenses properly chargeable to all the business done on the lines in such state. Every citation from the decisions of the court hereinbefore given shows that, and the same were cited mainly for that purpose.

It appears that the railway companies doing business in the state of Nebraska, and prominently among them is the Chicago, Burlington & Quincy Railroad Company, one of the petitioners in this proceeding,

had no great difficulty in producing the proper evidence before the United States court in that state, when it was necessary in order to establish their case there, and why cannot some proper evidence, besides rate sheets in force in other states, be submitted to this commission, when, virtually, the same questions are to be determined? And how can the commissioners avoid reaching the conclusion that it probably would be produced if it would actually and fairly established the contention on the part of the petitioners in this proceeding?

This commission has ever since said first decision by Judge Brewer in July, 1888, and his second one in February, 1889, hereinbefore given, realized the necessity of having some such information or evidence as is usually produced in a court that is to pass on substantially the same matters, and have urged and almost pleaded with the railway companies doing business in this state, to furnish the commission with such information as the statutes of this state have required them to furnish.

The last report of the commissioners, 1894, to the governor of the state, has the following statement in relation to the matter:

> The statistics furnished by the railway companies doing business in the state give the capital, indebtedness, earnings and expenditures of the entire lines, and are generally full reports of the systems they control. It has, however, been very difficult to obtain information from these companies that would "disclose the workings of the system of railroad transportation in the state" and this report, while it attempts to give detailed statements of the operations of the road as limited by state lines, is little more than an approximation. The commissioners have given all the information that could be obtained from the data furnished; they have made repeated calls for the information required by the commissioner law, and have been always answered by the stereotyped reply: "Our books are not kept in a manner to enable us to furnish the information called for." Whether the law as it now stands is sufficient to sustain the board in an order requiring the books of the company reporting to be kept in such manner as will enable them to answer fully may be a question; an effort has been twice made to have such amendments to the statute as will relieve it of all doubt, but without success. No report can be made by a commission that will be entirely reliable unless some power is given it to elicit the facts necessary to make it correct, and this must go far enough to require books to be kept in such a manner as to enable the information to be furnished.

The 24th General Assembly did pass an act amending the former law as to reports required of the companies to be made to this commission, by authorizing the commission to require, besides the annual reports before required, such other reports as deemed necessary and reasonable by the commissioners. The report of this board for the year 1893, and no application for an increase in rates was then pending, shows how attempts made under that, as well as prior laws, was received by

some of the companies interested in this proceeding, and we quote from said report the following:

"Under the authority conferred by the foregoing legislation the commissioners have attempted to get information which to them seemed absolutely necessary in order to enable them to comply with the law and perform the duties imposed on them by the statutes of the state in relation to fixing a schedule of freight rates for the various railroads doing business therein.

It is still claimed on the part of many of the railroads that the rates heretofore fixed by the board for local business are not remunerative, but the question comes with special significance, how is this to be determined if the railways persist in a refusal to answer, or, if what amounts to nearly the same thing, they claim that they are unable to answer many material questions bearing upon the question of the reasonableness of such rates.

To give an idea of some of the embarrassments with which the commissioners are surrounded, some of the questions submitted by them, and the replies thereto on the part of some of the roads, which latter probably state quite fully the positions of those that are largely interested in their lines and character are here given. Some have answered the questions, but always with the saving clause that this is "proportioned to distance," or "estimated."

Some of the replies are in answer to repeated requests for more full and specific answers than those furnished in the first report submitted to the board.

> Page 3, Question 11.—Amount of stock representing the road in Iowa?
>
> Answer.—"Capital stock from its very nature is like a man's word, which when given binds him as a whole and holds every part of his body alike. It cannot be said one part of a man's word binds his head, another part his hand. Thus the capital stock of a railroad covers all the property and can not be apportioned to different parts thereof or to different states. For this reason it seems to us to be impossible to devise an answer to your question No. 11 on page 3."
>
> Page 7, Question 8.—Amount of debt representing the road in Iowa?
>
> Answer.—"Some bonds cover specific pieces of road. Of these we can easily state how many are secured on the road in Iowa. The amount on June 30, 1893, was $14,960,550. There are other bonds which can not be apportioned to any particular part of the property. It is impracticable as in the case of capital stock."
>
> Page 7, Question 11.—Amount of interest paid representing the road in Iowa?
>
> Answer.—"The conditions which prevent ascertaining the 'amount of debt representing the road in Iowa' (question 8 supra) prevent us answering this question in full. The interest paid on the class of bonds specifically covering the road in Iowa is $755,629.75. (See letter.)"
>
> As we have already advised you, it is impossible to apportion to the road in Iowa any part of the capital stock of the company, because it is impossible to ascertain a cor-

rect basis for the apportionment. If a division of the stock must be made it must be an arbitrary one, and there can be no assurance that the figures approximate the actual amount of stock "representing the road in Iowa." Your commission has not furnished a basis for apportionment, nor does the law intimate how the apportionment will be made. The interstate commerce commission has adopted an arbitrary rule for apportioning, and without asking the roads to follow this does itself make the apportionment for territorial statistics on the basis of mileage. This is misleading, and the results arrived at are startling. If, however, the interstate rule be applied in answering your questions, number 11 on page 3, and number 8 on page 7, the answer to the former will be $10,601,403.83 and to the latter $17,149,278.98."

"DEAR SIR:—Yours of 10th inst. requesting additional information is received.

Regarding amount of stock, amount of debt, interest on debt, cost of road and equipment and present cash value of road and other property representing road in Iowa.

For some years past these questions have been discussed with your honorable board and an attempt made on the part of this company to show the unreliability of any estimate which might be given. I know of no change in conditions which would enable me at this time to give the desired information."

Page 7, Questions 8 and 11.

We replied to question 8, that we knew of no basis of division between Iowa and Missouri which appeared equitable, for the reason that our bonds were a blanket issue to take up bonds and notes of consolidated companies. I do not see how we can change this answer. Bonds of the * * * * * are secured by blanket mortgage covering all the property of the road. We have no basis for determining what proportion of the bonds cover the road in Iowa, and any division of the bonds as between the property in Iowa and the property in Missouri would be purely arbitrary. We have no class of bonds which represent nothing but the road in Iowa. The same thing is true of the floating debt, which represents the current operations of the railroad as a whole, and could only be arbitrarily divided between the property in the two states. We do not see how we can make any different answer to question 11. If the debt cannot be divided between the road in Iowa and the road in Missouri, certainly the interest paid upon the debt cannot be divided."

Page 11, questions 5 and 6.

The actual present cash value of road and equipment, including permanent way, buildings and rolling stock, all real estate used exclusively in operating the road and all fixtures and conveniences for transacting business?

Actual cash value of all property owned?

Answer.—"We are at a loss how to answer these questions."

If the intrinsic value is wanted, *i. e.* a measure of the adaptability of the property to satisfy the wants of man we must at once conclude that the sum is fabulous. Running, as the road does, through one of the fairest portions of the state; cities and towns have been built relying upon the road for accommodation; farms have been developed relying upon the road to transport the crops to market; live stock has been improved—the owners relying on the road to carry the products, milk, butter and cheese to the market centers. If then your commission wishes us to state the intrinsic value of the property to the owners of these farms and to the dwellers in these cities, we must write the word fabulous."

If it is the exchangeable value that is wanted, we know that the greatest figure that the property will bring is the one measured by its earning capacity. It is impossible to compute this on the road in Iowa alone; taken as a whole we find that for the year ending June 30, 1893, the road earned five and one-half per cent on its cost. As this per cent is below the rate required by investors in railroad stock, it is proper to conclude that the cost of the road more than represents the exchangeable value today, and that the excess has gone to the benefit of the citizen and the farmer whose property has been enhanced in value by the building of the road.

If an attempt is made to apply the exchangeable value item by item we will find that such value can be put upon cars and engines, and even upon stations and rails, but the ballasted roadbed (for example) which it has cost millions to bring to its present excellent condition, will have to be thrown in as of no value."

You ask for present cash value on page 11; we stated in our report very fully why it was impossible to give an answer to this question. You insist upon one. Supposing the net earnings of the company to be five per cent of the value of the property, and using a mileage basis for apportioning the value of the company's property, we arrive at the following figure as the value for Iowa—$30,446,763.43.

Pages 28 and 29.—Surplus.

"We have given a great deal of thought to the question. How can we give a detailed statement of our surplus? For our own information we would like to be able to answer it. There is hardly a part of the road which does not contain some of it."

The commissioners have always considered it quite important to obtain reliable statistics as to the freight traffic movement in the state of the different commodities that compose the principal part of that traffic, such as grain, flour and other mill products, live stock, dressed meat and other packing house products, coal, lumber, salt, stone and other like articles, butter, eggs, cheese, manufactures of various kinds, and merchandise generally. Also, as to the quantity and character of the freight originating on each particular road and that received from connecting roads and other carriers. For some years after this board was organized information so called for was quite freely furnished, but owing, as it is claimed, to necessary retrenchment as to expenses in the last few years, or other causes, the same has been withheld by some of the roads, or it has been impracticable for some of the roads to furnish the same, as shown by the following questions calling for the same and answers thereto.

COMMODITY STATISTICS.

Pages 44 and 45.

"The great expense of keeping the commodity statistics compelled us to give them up some years ago, and therefore we cannot give the figures called for on these pages. To do so would require the handling of and drawing figures from nearly three million way-bills each year. This will at once shew that we would have to go to large expense to complete the commodity statements."

Pages 44 and 45.

"We regret that it is impossible for us to fill in these pages, but our records are not kept in such shape as to enable us to determine the amount of different classes of freight moved, or whether originating on this road or received from connecting roads."

Some questions and answers relating to some other subjects are as follows:

Page 9, question 15.

"We replied to this question that our records do not enable us to give the information requested We shall have to still make this reply. In recent years our books have been kept so that the construction account can be divided between Iowa and Missouri. Previous to that time we are unable to determine how much was expended for construction of the road in Iowa and how much for the construction of the road in Missouri."

Page 10, question 9.

"To this question we replied that we had never allotted any equipment especially to the state of Iowa, and consequently could not give an answer in figures. We must still repeat this reply. Our equipment runs interchangeably over the whole road, and no proportion of it is definitely and specifically set aside for use in the state of Iowa; consequently we know of no equitable basis upon which to divide the cost of equipment between the two states."

Page 42, questions 6 and 7.

"Under 'cars and weight of trains'—we are unable to give any figures in answer to these questions, for the reason that we do not keep any statistics from which we could obtain them."

Page 43, questions 1, 2, 3 and 4.

Under "car mileage"—we are unable to subdivide our answers to these questions to show the number of miles run north and the number of miles run south, for the reason that we keep no statistics from which we can obtain such figures. "Mileage of loaded freight cars," for instance, is kept on our books as a single item, and not divided into that made northbound and that made southbound.

Page 46.

"We were under the necessity of making statement on this page cover the whole road or leave the page blank. We keep no separate record of consumption of fuel by locomotives in Iowa and in Missouri, nor are our records in such shape that a division between the two states can readily be made.

We regret exceedingly that we are unable to more fully answer the questions in this report, but have given the matter very careful attention, and have made our answers as full and complete as our records will permit."

"The principal reason why many of these questions are unanswered definitely is that owing to adverse legislation in many of the states, depressed business conditions and generally unremunerative and unsatisfactory business, we have been obliged to cut off every avenue of expense where it could be done without actual damage to the property. As a result of this enforced economy we have cut our statistical work to the actual needs of the corporation, showing briefly the results of operation."

The interstate commerce commission deals with the railway systems of the entire country; the Iowa commission was directed by law to report on the working of the system of railroad transportation in the state and its relation to the general business and prosperity of the citizens of the state. To do this with any degree of certainty a report of a whole railway system has little in it that is of special value. There is scarcely anything in the condition or the expenses and management of a road in Wyoming and Colorado or Oklahoma and Indian Territory that bears upon the operation of roads in Iowa. In the former an average rate of five cents per ton per mile on all freight hauled might not be a burden upon the traffic, or even

full compensation for the service, while at the same time a cent per ton per mile might be more than the traffic could bear or more than the shipper could pay in Illinois or Iowa, and yet the statistical reports from which information is to be obtained that will furnish the means of reaching an intelligent conclusion as to the value of services rendered as made to the board includes the operation of these states and territories, the railway companies having large mileage in them which they report with other states, and are inclined to insist upon as about all that is necessary.

This commission does not wish to be understood as holding that in order for the railway companies doing business in this state, to obtain an increase in freight rates, such as is asked in this proceeding before the commissioners, that they must be able to show by books kept during all years, or at all times, the detailed information referred to; that would not be reasonable, but we do hold that when such an application is made they should be prepared to show some of the material facts hereinbefore alluded to, and to a proper extent by a reasonably close and fair estimate or otherwise, what is necessary for the commission to know, or be reasonably certain of, in order to reach an intelligent or reasonably satisfactory conclusion upon the merits of the questions involved. If this information cannot be furnished, and the conclusion reached must be in the nature of guess work, the petitioners should, at least, help do the estimating or guessing on which results or conclusions are based, and bear their fair share of the responsibility of such results.

The first schedule made by the commissioners under the present law was probably made upon as good evidence as to rates in adjoining states and comparisons therewith with rates then in use in this state, as has been furnished to the commissioners in this proceeding. That schedule has not proven satisfactory to the petitioners, and they say now that if another one is made upon the same kind of evidence, and just as they ask or propose to have it made, "that they do not regard the proposed rates as reasonable and just, but on the contrary, assert that they are unreasonably low."

This in not an application that brings up, to any considerable extent, the question as to the mathematical basis upon which the schedule should be made; there is no question made as to what particular increment should be adopted, or whether that increment should be changed after the first one hundred miles, or any other distance. The main question is as to the amount of additional revenue, or compensation, that should be allowed the railways of the state for doing the local business therein. It is not a very material question to them in that respect whether they receive it on the first number or the

last number of miles the traffic is hauled, so long as they receive it for the whole or entire haul or service. This question as to the increment or adjustment of the particular parts of the schedule is one that affects the shippers and business men in the various localities of the state, and the particular business in which individuals or classes of persons may be engaged in the state, more than it does the carrier doing the business. The present schedule in those respects seems to be reasonably satisfactory to all the various cities and localities of the state. It may not look so well on paper from a mathematical or scientific point of view, but it does seem, so far as anything has been made to appear to the commissioners in this proceeding, to be reasonably well fitted to the business situation in this state. Shippers from other states can reach, upon the rates now in force, nearly every locality in the state, and compete with business men located here in the state. The people of the state can do business with each other. We think that it can fairly be inferred from all the evidence submitted at these hearings, that the people of this state, upon their local and interstate business combined, are now paying, and have paid ever since the present schedule of rates has been in force, their full and fair proportion of revenue to the petitioning railways in this proceeding, as compared with the amounts paid by the other states through which their said lines run for the like business done in other states. Now, if the petitioners insist, under such circumstances, that the strictly proper local business subject to the present schedule is not paying its proper share of the income that should be derived from the same, and insist upon that amount being accurately ascertained and paid, it is not fair to the people of the state, or the consumer who must inevitably pay the increased cost caused by the additional freight rates imposed, and reasonable for the commission to require, to have the amount of that additional charge determined with some reasonable degree of accuracy before imposing the same. Does not fairness to all interests require that much to be done? It is conceded that it costs more, proportionally, to carry and handle local freight than it does the large amount of through business on these trunk lines of the state. It is also well known that the people of this state have a much greater interest in having low and reasonable interstate rates, than a mere local rate. Yet when the question of adjustment as to local rates comes, it should be settled upon some reasonable and fair basis, and not so as to cast an unjust burden upon that traffic. The people or residents of the states through which these lines run have to bear whatever inconvenience there may be caused by their operation; their farms are cut and divided and they must at every highway crossing "stop, look and listen" for approaching trains, carrying at a rapid rate this immense

through or interstate traffic, and their local trade and business should not be lost sight of entirely by these great through lines in their pursuit of through or interstate business. It is very questionable whether it is to their own interests to do that.

The conclusion cannot well be escaped, if any attention is paid to the statements of business men of the state, made at various hearings in this case, and to numerous letters, communications and statements on file in the case received from nearly all parts of the state from business men, that any such material raise of rates made now, as asked for by the petitioners in this case, would very seriously affect their business and virtually compel many to cease trying to carry on their business under the adverse circumstances now known to exist throughout this, as well as other states.

We, therefore, believing that the case as made by the petitioners and upon the kind of evidence offered, or submitted, does not establish the truth of the material allegations contained in the petition as to the present rates being inadequate or unremunerative as therein alleged, and that the case so made would not justify this board in revising said schedule by increasing the rates as asked for in said petition and amendment thereto, hereinbefore referred to; and believing further that the present is an inopportune time for the commissioners to take up the matter of a revision of said schedule upon other lines, or from other sources of information than those suggested or furnished by the petitioners in this case, refuse to so revise the schedule, and direct that the said petition be dismissed.

JOHN W. LUKE,
GEO. W. PERKINS, } COMMISSIONERS.

Des Moines, Iowa, January 12th, 1895.

ATTEST: W. W. AINSWORTH, Secretary.

DISSENTING OPINION OF COMMISSIONER DEY.

After the passage by the twenty-second General Assembly in 1888 of the law making it the duty of the railroad commissioners to formulate a tariff of reasonable rates for the railroads doing business in Iowa, a large portion of the summer and fall were occupied in taking testimony and getting together such facts as would enable them to form a correct idea of the proper method of determining reasonable rates, of the cost of the service, and what constituted, under existing conditions, a reasonable rate.

After the hearing of the shippers of Dubuque, Davenport and Burlington, and the answer of the railroad companies, I prepared a tariff which owing to circumstances, it did not seem proper for me to promulgate, or to

unite in any action of the board on tariffs until after the rates had been fixed and were in effect. As my schedule differed from the one adopted it would not have been in good taste, unless for some purpose, to call in question the action taken which made those rates the standard for Iowa, and in consequence I have refrained from giving any public utterance to my views, treating this rate schedule as a matter settled and determined.

A fixed standard by which all questions of rates may be measured has relieved the board of many things that were perplexing before it was adopted. This schedule has been in operation for six years, and I had hoped that the discussion of its reasonableness would not have again been called up while I was a member of the board, but it having been under discussion for several months past, I feel it incumbent upon me to express my views. The schedule that I prepared in 1888 I have retained and modified partly from observation, partly from testimony introduced by both parties, on this application for an advance of rates. It is to be regretted that the railway companies have not made before the board a showing of the earnings and expenses of local Iowa traffic as full and complete as made before Judge Brewer in the Nebraska rate cases. I am on record as persistently claiming that the railway companies had the ability to furnish this information, and on more than one occasion have asked the legislature to require it by statute.

I have given careful and deliberate attention to the claim of the railway companies that justice to them and their interests elsewhere required that the local business of Iowa should bear a greater proportion of the cost of operation than it now does. Should the local Iowa business be done at a loss, and the general business of the railways be profitable, a board of commissioners or a judicial tribunal would hardly feel justified in insisting on a continuance of this relation. My convictions are that an advance should be made; they are formed partly from testimony, but largely from observation and study of the conditions of traffic, particularly in investigations into the cost and earnings of the car load as compared with the less than car load rate. In going outside the record of proof submitted at the hearing, in forming my judgment I am confirmed that this position is correct by the statutory endorsement contained in section nineteen, chapter twenty-eight of the laws of the twenty-second General Assembly, "upon the hearing as provided, the said commissioners shall receive whatever evidence, statements or arguments, either party may offer or make pertinent to the matter under investigation, and the burden of proof shall not be held to be upon the person or persons making the complaint, but the commissioners shall add to the showing made at such hearing whatever information they may have or can secure from any source whatsoever." This section is predicated upon the complaint against a rate that is unreasonably high, although not so stated it is presumed it would equally apply to a rate that was unreasonably low.

To properly state my views I have prepared a rate sheet which has two points in common with the tariffs submitted by the railway companies and the present railroad commissioners' tariff. The first is the rate for five miles or the common starting point of tariffs, and the second the rate charged by the railroads crossing Iowa on 290 miles, or the short distance between the Mississippi and Missouri rivers. From authority that is believed to be reliable the statement is made that "the rates from the east to the Missouri river and other points in the trans-Missouri territory east of the Rocky Mountains, are the Iowa distance tariff higher than the rates from the east to Burlington, Rock Island and all other Mississippi river crossings. The rates west of the Missouri, as I understand, are added to this as a fixed part of the through rate. With these two points fixed I have arranged the intermediate rates on what I believe to be the true theory of rates that are inflexible, that the increment on the first hundred miles should be greater than on the second and third hundred miles. A divergence from this general rule may be justified where special rates are given on the theory of protection, but not in my judgment where the rate is absolute and unyielding.

The law allows to individuals special rates for the protection and development of a new industry for an agreed number of carloads, commutation passenger rates for ministers of religion and free transportation for employes and their families; if there are other individual exceptions I have overlooked them.

I do not believe that the law having prohibited special and commodity rates, it is the duty of the commissioners, regardless of the cost of service, or in violation of correct business principles, to insist on the general tariffs remaining so arranged that they are in effect special.

Attached is the tariff I have made as a reasonable tariff under present conditions.

PETER A. DEY.

Des Moines, January 12, 1895.

MILES	MERCHANDISE IN CENTS PER HUNDRED POUNDS.				SPECIAL CAR LOAD CLASSES IN CENTS PER HUNDRED POUNDS.					CAR LOAD CLASSES IN CENTS PER HUNDRED POUNDS.				LIVESTOCK IN CENTS PER HUNDRED POUNDS.				COAL IN CTS. PER TON OF 2,000 LBS.	
	First class.	Second class.	Third class.	Fourth class.	Fifth class.	Class A.	Class B.	Class C.	Class D.	Class E.	Wheat, flour, millet and flax seed.	Corn, oats, barley and other grains.	Lumber.	Salt, lime, cement and stucco.	Horses and mules—weight 30,000 lbs.	Fat cattle—weight 19,000 lbs.	Hogs—15,000 lbs. in 30 foot cars inside.	Sheep—10,000 lbs. 30 foot cars.	Hard coal.	Soft coal.
5	14	11	9	7	4	5	4	4	3	3	5	4	4	4	6	6	6	9	75	33
10	15	12	10	7	5	6	4	4	3	3	5	4	4	4	6	6	6	9	79	35
15	16	13	10	8	5	6	4	4	3	3	5	4	4	4	6	6	6	9	81	40
20	17	14	11	8	5	6	4	4	3	3	5	4	4	4	7	7	7	10	87	45
25	18	14	11	9	6	7	5	4	3	3	6	4	4	4	7	7	7	10	91	50
30	19	15	12	9	6	7	5	5	4	3	6	4	4	4	7	7	7	10	95	55
35	20	16	13	10	7	7	6	5	4	3	6	4	4	4	8	8	7	11	99	60
40	21	17	14	10	7	8	6	5	4	3	6	5	4	4	8	8	8	11	103	65
45	22	18	14	11	7	8	6	5	4	3	6	5	4	4	8	8	8	12	107	70
50	23	18	15	11	8	8	7	5	4	4	7	5	4	4	9	9	8	12	111	73
55	24	19	16	12	8	9	7	6	4	4	7	5	5	5	9	9	9	12	114	78
60	25	20	16	12	8	9	7	6	4	4	7	5	5	5	9	9	9	13	117	81
65	26	21	17	13	9	9	8	6	5	4	7	5	5	5	10	10	9	15	120	84
70	27	21	17	13	9	10	8	6	5	4	7	6	5	5	10	10	10	13	123	87
75	28	22	18	14	9	10	8	7	5	4	8	6	5	5	10	10	10	14	126	90
80	29	23	18	14	9	10	8	7	5	4	8	6	5	5	10	11	10	14	129	92
85	30	24	19	15	10	11	9	7	5	4	8	6	5	5	11	11	10	15	132	94
90	31	25	20	15	10	11	9	7	5	4	8	6	5	5	11	11	11	15	135	96
95	32	25	21	16	11	11	9	7	5	4	8	6	5	5	11	11	11	16	138	98
100	33	26	21	16	11	12	10	8	6	5	9	7	6	6	12	12	11	16	141	100
105	34	27	22	17	11	12	10	8	6	5	9	7	6	6	12	12	11	16	144	101
110	35	28	23	17	12	12	10	8	6	5	9	7	6	6	12	12	11	16	147	102
115	36	29	23	18	12	13	10	8	6	5	9	7	6	6	12	12	11	17	150	103
120	37	30	24	18	12	13	10	9	7	6	9	7	6	6	13	12	12	17	151	104
125	38	30	25	19	13	13	11	9	7	6	10	7	6	6	13	13	12	17	153	105
130	39	31	25	19	13	13	11	9	7	6	10	8	6	6	13	13	12	18	159	106
135	40	32	26	20	13	13	11	9	7	6	10	8	6	6	13	13	12	18	162	107
140	41	33	27	20	14	14	11	9	8	7	10	8	6	6	14	13	12	18	165	108
145	42	34	27	21	14	14	11	10	8	7	10	8	6	6	14	13	13	19	168	109
150	43	34	28	21	14	14	12	10	8	7	11	8	6	6	15	14	13	19	171	110
155	44	35	28	22	15	15	12	10	8	7	11	8	7	7	15	14	13	19	174	111
160	44	36	29	22	15	15	12	10	8	7	11	8	7	7	15	14	13	20	177	112
165	45	36	29	23	15	15	12	10	8	8	11	9	7	7	16	14	13	20	180	113
170	46	37	30	23	15	16	12	10	8	8	11	9	7	7	16	14	13	20	183	114
175	47	38	31	23	16	16	12	11	9	8	12	9	7	7	16	14	14	20	186	115
180	48	38	31	24	16	16	13	11	9	8	12	9	7	7	17	15	14	21	189	116
185	49	39	32	24	16	17	13	11	9	8	12	9	7	7	17	15	14	21	192	117
190	49	40	32	25	16	17	13	11	9	8	12	9	7	7	17	15	14	21	195	118
195	50	40	33	25	17	17	13	11	9	8	12	9	7	7	17	15	15	22	198	119
200	51	41	33	25	17	18	14	12	10	9	13	10	8	8	18	16	15	22	340	120
210	52	42	34	26	17	18	14	12	10	9	13	10	8	8	18	16	15	23	2-5	122
220	53	42	34	26	18	18	15	13	10	9	13	10	8	8	18	16	15	24	210	124
230	54	43	35	27	18	19	15	13	10	9	14	10	8	8	19	17	16	25	215	126
240	55	44	35	27	18	19	16	14	11	10	14	10	8	8	19	17	16	24	220	128
250	56	45	35	27	19	20	17	14	12	10	14	11	9	9	20	18	16	24	275	130
260	57	45	35	27	19	20	18	15	12	10	15	11	9	9	20	18	17	25	230	132
270	58	45	35	27	20	21	18	16	13	11	15	11	9	9	21	19	17	25	245	134
280	59	45	35	27	21	21	19	16	13	11	15	11	9	9	21	19	17	26	240	136
290	60	45	35	27	22	21 1/5	19 1/5	17	13 1/5	11	15	11	9	9	21	19	18	26	245	138
300	61	46	36	28	22	22	19 1/5	17	13 1/5	12	16	12	10	10	21	20	18	27	250	140
310	62	48	38	29	22	23	20	17	14	12	16	12	10	10	21	20	18	27	255	142
320	63	49	39	29	22	23	20	17	14	12	16	12	10	10	21	20	19	28	260	144
330	64	51	40	31	23	24	20	17	14	13	17	12	10	10	22	20	19	28	265	146
340	65	53	42	32	23	24	20	18	15	13	17	12	11	11	22	21	19	29	270	148
350	66	53	43	33	24	25	20	18	15	13	17	13	11	11	22	21	19	29	275	150
360	67	54	44	34	24	25	21	18	15	14	18	13	11	11	23	21	20	30	280	152
370	68	54	44	34	24	26	21	18	16	14	18	13	11	11	23	22	20	30	285	154
380	69	55	45	35	24	27	21	18	16	14	18	13	12	12	23	22	20	31	290	156
390	70	56	46	35	24	27	21	18	16	14	18	13	12	12	23	22	21	31	295	158
400	71	57	46	36	24	28	22	19	17	15	19	14	12	12	24	22	21	32	300	160

STATEMENT

OF

CASES CLOSED BY CORRESPONDENCE.

CASES CLOSED BY CORRESPONDENCE.

C. No. 1, 1894.

T. M. BAKER, CUMMING, IOWA,
vs.
CHICAGO GREAT WESTERN RAILWAY COMPANY.
Excessive passenger fare.

On November 5, 1893, T. M. Baker, of Cumming, Iowa, called in person at the commissioner's office and made complaint that he was compelled to pay 45 cents passenger fare to Des Moines, a distance of 11.6 miles south of the city, while the town of Orillia, about three miles nearer Des Moines had a rate of 30 cents. He regarded 45 cents as excessive fare for a distance of 11.6 miles, and asked the board to make investigation of the complaint. The matter was submitted to General Manager Egan, who replied asking for more definite information regarding certain matter in the complaint and to know whether the party complaining had purchased his ticket or paid his fare on the train. In that connection he called the board's attention to the fact that Orillia station, which complainant mentioned, was only 2.4 miles nearer Des Moines than Cumming. On December 20, President Egan returning all papers in connection with the matter, says:

> As you are well aware, a book of tariffs costs us a very large amount of money, and our lease for running into Des Moines the way we are now running will expire the first day of June, next, and we may have to go back to the old method. We certainly have no desire to cause anybody any hardship, but at the same time we do not want to print a new book of tariffs until it is decided just how matters will be arranged at Des Moines.

In further reference to this case, in conversation with Superintendent Berlingett, of that line, it was suggested that instead of printing a new book of tariffs complete, a circular might be issued covering information regarding this one station which would probably meet all the requirements of the case. On January 30, 1894, Superintendent Berlingett informed the board that:

Our passenger department have issued a circular which went into effect on the 25th covering the matter complained of, and placing Cumming and other stations beyond that point on the same proportionate basis as Orillia, so far as the passenger rate to Des Moines is concerned.

On March 5, 1894, in response to a request from the commissioners, asking what condition the matter was then in, Mr. Baker filed the following letter, which closes the case:

CUMMING, March 5, 1894.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—The complaint made by myself against the Chicago Great Western Railway Company has been satisfactorily adjusted.

Respectfully yours,

T. N. BAKER.

C. No. 2, 1894.

WM. GARVIN, MARCUS, IOWA, vs. ILLINOIS CENTRAL RAILROAD COMPANY. — *Overcharge on corn.*

On November 29, 1893, a communication was received by the board from Wm. Garvin, of Marcus, Iowa, which alleged that the Illinois Central Railroad Company had "made an overcharge in freight on bulk corn, shipped by me from Cleghorn to Manchester, in this state; the mistake was made by weighmaster at Fort Dodge weighing the car 10,000 lbs. too heavy. I objected and their agent at Manchester told me if I would produce the scale tickets my money would be refunded; I sent them to the freight agent in Chicago and have never heard from him since. I have talked with their agent here and gave him the number of my claim, but got no satisfaction." He laid the matter before the railroad commissioners for adjustment with the company.

The case was taken up with Second Vice-President J. T. Harahan on December 7, 1893, who replied December 9, 1893, that he would have the matter investigated. Not hearing from him further, his attention was again called to the case on January 8, 1894, and further on February 5, 1894. On February 13 Mr. Harahan advised the board that "delay in investigation was caused by some of our local officers losing the original papers, but they have since been replaced and Mr. Garvin's claim has been settled for the amount of overcharge, $9.80, voucher having been approved by the traffic manager this day."

On February 22, 1894, the following letter was received from Mr. Garvin, which closes the case:

MARCUS, IOWA, February 22, 1894.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of the 20th inst. has been received In reply will say that the Illinois Central Railroad Company has settled with us, paying us $9.84, the amount we claimed Thanking you for the interest you have taken in our behalf, we remain,

Yours respectfully,

WM GARVIN, Marcus, Iowa.

C. No. 3, 1894.

A. A. HIBBARD, PAULLINA, IOWA, vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY. — *Stock killed.*

On January 1, 1894, a letter was received from A. A. Hibbard, of Paullina, Iowa, stating that "The superintendent of this division of the Chicago & Northwestern doesn't answer my letters concerning a steer that was killed in the latter part of September by one of their trains. I write to you asking your assistance. The steer found a weak spot in their fence. He wasn't killed on the crossing. He was appraised at $25. We sold sixteen of his mates for $29.50."

This communication was laid before General Manager Whitman for attention, and on January 19 Mr. Whitman informed the commissioners that he had on that morning received a letter from Superintendent Hughes advising him that a voucher had been made in favor of Mr. Hibbard in settlement of the claim.

On February 15, 1894, Mr. Hibbard wrote the board as follows:

To the Honorable Board of Railroad Commissioners:

I have received payment in full for steer killed on Chicago & Northwestern Railway. Thanking you for your attention, I am yours respectfully.

A. A. HIBBARD.

C. No. 4, 1894.

W. F. STEBBINS, DECORRA, ILL., vs. CHICAGO, GREAT WESTERN RAILWAY COMPANY. — *Goods lost in transit.*

On January 30, 1894, W. F. Stebbins, who formerly resided at Stanley, Iowa, writing from Decorra, Illinois, filed with the board the letter set out below:

DECORRA, ILL., January 26, 1894.

Iowa Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—One box crackers one box canned goods, one box groceries, were on August 28, 1892, delivered to the Chicago Great Western Railway at Berwick, Iowa, by D A. Stebbins, of Berwick, and consigned to W F. Stebbins, Stanley, Iowa Only two boxes of these goods were ever received by consignee or were ever received at the station of the railway at Stanley, Iowa. The goods were lost in transit The bill marked one box short when received at Oelwein, the junction of the Des Moines and

Dubuque division of the above railway, and the same when received at Stanley, the terminus of their destination. A bill of original invoice and bill of lading were duly filed with claim department of railroad and acknowledged as received and numbered, would be duly investigated. The consignee has written the claim department several times regarding the matter and received two communications, one some five months and one some eight months after filing the claim, stating the claim department had not yet completed investigation; to the last communication, written a year after the goods were lost, no attention was paid. Will you please call the attention of the general manager, Jno. M. Egan, of the Chicago Great Western Railway, St. Paul, Minn., to this claim and say to him as the company have now had long and ample time to investigate, and inasmuch as the goods have never been found by them and even if produced at this late date their condition would be such as to render them valueless, the consignee feels that he has waited long and patiently and now desires his pay at earliest date possible, and would like to receive a check for amount due him through your office. Appended memorandum of bill due. Respectfully,

W. F. STEBBINS, Decorra, Ill.

Chicago Great Western Railroad, Dr., to W. F. Stebbins, formerly of Stanley, Iowa.

One box canned apricots, containing two dozen cans, at $1 85 per dozen	$ 3.70
Interest one year, five months, at eight per cent	.42
Total due February 1, 1894	$ 4.12

This was submitted to the president of the company, Mr. J. M. Egan, who replied under date of February 7 that they would have the matter investigated and report without delay. A short time thereafter Mr. Egan informed the board that a voucher had been sent to Mr. Stebbins for $3.40, in settlement of the claim. In this connection Mr. Egan says: "I find that this voucher has been in the treasurer's office some time, but would have been forwarded if they had known Mr. Stebbins' residence." This closes the case.

C. No. 5, 1894.

CITIZENS OF ORILLIA, IOWA,
vs.
CHICAGO GREAT WESTERN RY. CO.

Petition for reopening of station. Violation of Contract.

On January 20, 1894, Mr. G. W. Briggs and about 40 others, citizens of Orillia, filed with the board the petition set out below:

ORILLIA, IOWA, Jan. 18, 1894

We, the undersigned, respectfully submit the following petition to the railroad commissioners of the state of Iowa.

WHEREAS, the Chicago Great Western Ry. Co. did in the year 1887, then operated under the name of the Chicago, St. Paul & Kansas City Ry. Co., did build and equip a railroad depot at Orillia, Iowa, and for which they received several hundred dollars from men living in this vicinity, and in some instances the right of way was donated by the agreement of the said railroad company to "build, equip and maintain a railroad depot," as shown by the receipts now held by said donators.

WHEREAS, the said railroad company have closed the depot and have the office furniture packed and ready to remove, with no promise of again opening it; therefore

Resolved, That we, the undersigned property owners and donators in and around

Orillia, Iowa, petition the said board of railroad commissioners to have said depot again opened for the use of public and according to contract.

Resolved, that this is nothing more than our just dues

Most respectfully submitted,

(Signed) William Porter, L. B. Hammond, G. W. Briggs, C. G. Garrett, C. H. Taskett, C. L. Bane, J. Webb, R. G. Latimer, B. F. Brubaker, J. A. Mitchell and 32 others.

COPY OF RECEIPT.

CHICAGO, ST. PAUL & KANSAS CITY RAILWAY CO.,
ORILLIA, IOWA, STATION, Dec. 8, 1888.

Received of G. W. Briggs, this date, twenty-five dollars as subscription to the C., St. P. & K. C. Ry. Co to establish and maintain a depot and station on the east half of NE. qr. of Sec. 4, and the NW. qr. of Sec. 3, Township 77, N. Range 25, West 5th P. M., provided the sum of six hundred dollars be subscribed and guaranteed to said company.

W. A. THOMPSON,
Station Agent.

The above was submitted to General Manager Egan, who replied, on January 25, that:

This agreement between the parties at Orillia and our company was not known to the operating department, and as the station was not paying and has not for some time, they thought it advisable to close it, not knowing that there would be any objections to same. The officers of the company have been directed to open the station again for business, and I trust this will be satisfactory to you.

On March 2, the commissioners made inquiry of the complainants as to what had been done in regard to their complaint, and on March 6, 1894, the following letter was received, which closes the case.

ORILLIA, March 5, 1894.

W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR—The company has opened the station with an agent at depot. Everything is all right. Yours truly,

G. W. BRIGGS.

C. No. 6, 1894.

WM. JICKLING, IRA,
vs.
CHICAGO GREAT WESTERN RAILWAY COMPANY.

Overcharge.

On January 19, 1894, Mr. William Jickling, of Ira, Iowa, filed with the board the following statement:

I shipped a light single seated open buggy, taken apart and crated, from Peru to Ira, 70 miles distance, and upon its arrival they charged me $5.10 freight. They had me charged for 1,500 pounds and it will not weigh 350 pounds at the outside, and I write to see if they have any right to charge me any such freight or not. If not, please inform me what I can do in regard to the matter. * * *

Yours respectfully,

WM. JICKLING, Ira, Jasper County, Iowa.

The matter was taken up with T. N. Hooper, the division freight agent of the Chicago Great Western Railway Company at Des

Moines, and his attention called to the fact that the complainant states that the shipment was a "light single seated open buggy, taken apart and crated," shipment being from Peru to Ira a distance of 69 miles, which would, of course, take the 70 mile rate. His attention was also called to page 57 of Iowa classification, under "Vehicles and parts of," one section of which reads: "Buggies including buck-boards, closely packed or crated, K. D. loaded in box car 1." He was advised that if Mr. Jickling had correctly stated his case it would appear that there had been a slight overcharge.

On February 17, 1894, complainant filed the following letter which closes the case:

IRA, IOWA, February 17, 1894.

Mr. W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR—Yours of the 12th received. I received the overcharges on my buggy from the agent at Ira, and it is all satisfactory with me now. Thanking you for your assistance, I am very truly yours,

WM. JICKLING.

C. No. 7, 1894.

J. C. TAYLOR, PERCY, IOWA, AND BASALT PLASTER CO., DES MOINES, IOWA,

vs.

VARIOUS LINES.

Application for change in classification on railroad ties and basalt plaster.

Under date of March 27, 1894, Mr. J. C. Taylor, of Percy, filed a complaint with the commissson of what he conceived to be unjust charges for freight on two cars of railroad ties from Percy to Des Moines, and the said charge, he claimed, was the result of unfair classification, and hence he asked for a new and lower classification than that now in operation under and by virtue of the commissioners schedule, effective on and after March 1, 1893. The transportation of railroad ties is, so far as the commissioners are advised, a business largely between railroad corporations in which the public have but little direct concern or interest, and it is for this reason that the Iowa commissioners (following the western classification) say: "Railroad ties special contract," thus leaving the roads free to make such "special contracts" between themselves as might be considered fair and equitable to both, and as the commission disliked by making a fixed class for ties to interfere with the liberty of "special contract" as between corporations using ties, an attempt was made with Mr. L. M. Martin, commercial agent of the Wabash Road, on which Percy is located, to get such a concession on the freight as would enable Mr. Taylor to ship his ties to Des Moines. In reply to the letter addressed to Mr. Martin, he replies as follows:

DES MOINES, IOWA, April 12th, 1894.

Hon. W. W. Ainsworth, Secretary Iowa Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I am in receipt of your favor of the 5th inst. in regard to rates assessed on railroad ties from Percy to Des Moines, consigned to Mr. J. C. Taylor, the reply to which has been delayed on account of my absence from the city.

You enquire if it is not a fact that these ties are more desirable as freight than sixteen foot logs, at the same time citing a portion of your classification that logs in the rough, sixteen feet in length, take soft coal (lump) rates; over sixteen feet, minimum thirty thousand pounds, 25 per cent less than soft lumber tariff rates. When the commissioners decided to make the above rates applicable on logs, it is not my understanding that the desirability of the traffic was taken under consideration as compared with other forest products, so much as was the question of helping out a local saw mill at this point. In accepting such rates the various lines did not necessarily do so for the reason that they were sufficiently remunerative. I believe it is a fact conceded by the commission that the present lumber tariff rates are quite low, and I consequently think that in applying similar rates to railroad ties, which has been the universal custom of the lines in this locality for a number of years, we are not charging an unreasonable rate. So far as the question of desirability is concerned, the one is equally as desirable as the other, for the reason that in both cases shippers not only load, but unload the property.

Yours truly,

L. M. MARTIN,
Commercial Agent.

About the same time of the filing of Mr. Taylor's application, to-wit, on April 2, 1894, Mr. Ben. D. Stafford, general manager of the Basalt Plaster Company, asked the board by petition to place the product of their mills in the same class as "silicon wall plaster" and "stucco."

In view of these two applications for "change in classification," the following notice was sent to all lines doing business in Iowa and also to the applicants.

Notice is hereby given that the board of railroad commissioners has fixed Wednesday, April 25, 1894, at two o'clock P. M., at its office in Des Moines, for hearing the petition of the Basalt Plaster Company, of Des Moines, for the application on what is known as "Basalt plaster" of the same classification as now obtains on "stucco" and "Silicon wall plaster," also on "the matter of classifying and fixing a rate for railroad ties."

By order of the Board.

W. W. AINSWORTH,
Secretary.

Des Moines, Iowa, April 18, 1894.

In accordance with the said notice the president and general manager of the Basalt Wall Plaster Co. appeared at the office of the board and presented their views of the matter. Mr. J. W. Bechtel, of the C., B. & Q., and Mr. Graham, of the C., R. I. & P., appeared to represent the interests of their roads. After a careful hearing in the case all parties agreed that the request of the Basalt Wall Plaster Co. was just and right, and it was ordered that Basalt Wall Plaster be classed same as stucco.

In the case of a new classification of ties, Mr. Bechtel and Mr. Graham both insisted that such an order would "operate as a serious hardship between the roads"—that it was a matter in which the public were very seldom interested.

Mr. Taylor did not appear as the plaintiff in this case, and it was taken under advisement.

After some subsequent investigation and correspondence, it was decided that as at present advised the commissioners see no good reason for changing the classification on railroad ties.

C. No. 8, 1894.

R. B. J. RYAN, LEIGHTON,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.
Over farm crossing.

Early in February Mr. R. B. J. Ryan, of Leighton, filed the following communication with this office:

LEIGHTON, IOWA, February 6, 1894.

Iowa Railroad Commissioners, Des Moines:

SIRS—I want an over-crossing on the Chicago Rock Island & Pacific Railroad that runs through my farm. It is on the road that runs from Evans to Knoxville, one mile and one-half east of Olivet. My crossing is very dangerous, as there is a cut and curve about 200 yards west of the crossing and a grove on the north side of the track. If I could have an over-crossing for my stock there would be no danger whatever for the stock and the children getting run over and killed. There is a very good place for an over-crossing; the cut is deep enough to bridge without much trouble. It would save me lots of time and trouble turning my stock back and forth every day in the year, for my water is on the north side of the track and most of the pasture land on the south side of the track. There is no cattle guard within sixty rods of the crossing, so the stock can run both ways up and down the track. Sometimes in the summer season it takes three or four hands to get them across, especially when the pasture gets short. I hope you gentlemen will consider this matter and see what you can do for me in this case, for I think I need it very bad. I think you would think so when you see my situation. Hope to hear from you or see you as soon as possible. Ever yours,

R. B. J. RYAN.

And on February 7th the same was forwarded to Mr. E. St. John, general manager of the Chicago, Rock Island & Pacific Railway, asking of him such reply as the merits of the case seemed to call for, and under date of February 17th, Mr. A. Kimball, assistant to the president, says:

DAVENPORT, February, 17, 1894.

W. W Ainsworth, Esq., Secretary Iowa Board R. R. Commissioners, Des Moines, Iowa:

DEAR SIR—Mr. St. John, general manager, has referred to me your letter of 7th, with copy of R B J Ryan's letter to the commissioners in regard to an overhead crossing on his farm near Olivet. In reply to same would say: I do not understand that railroads are required to make overhead farm crossings unless there are special reasons for it. He claims that his crossing is very dangerous, as it is within 200 yards from a cut and curve. This is not only the case on his farm, but I imagine the same thing occurs on many of his neighbors' farms, as there are necessarily many cuts and curves on that line. He says "there is a very good place for an over-crossing. The cut is deep enough to bridge without much trouble." The deepest cut on his farm, according to the profile of the line, is thirteen feet. In order to give sufficient head room for the railroad, the floor of the bridge would be about ten feet above the top of the cut. This is on a branch where there are but few regular trains, and very rarely an extra.

Truly yours,

A. KIMBALL,
Ass't to President.

February 19, a copy of Mr. Kimball's answer was furnished Mr. Ryan with the request: "If you have any reply to make to this statement, kindly forward at an early convenience," and February 21 Mr. Ryan addressed the board in much the same strain as his former complaint, with the reassurance that such a crossing was very much needed for his safety and comfort.

This matter of over-crossing having been thoroughly tested by the commissioners in the courts in case of *State vs. C., M. & St. P. Ry.* in attempting to compel defendants to put in a crossing for one Thomas McDonald over their right of way, and the said defendant having defeated the order of the commissioners by a reversal in the supreme court, it was deemed advisable to send Mr. Ryan the following letter, which may be considered as closing the case.

March 7, 1894.

R. B. J. Ryan, Leighton, Iowa:

DEAR SIR—In reply to your letter of February 21, I send you a copy of the railroad commissioners' report for 1892. On pages 893 to 896 you will find the case of the *State vs. C., M & St. P. Ry. Co.*, in which the commissioners attempted to compel that company to build an over-crossing for Thomas McDonald, of Bayard. The district court sustained the order but the supreme court reversed the case and rejected the order. The case was one of the strongest that in the judgment of the commission could be presented, and if this could not be sustained there is little probability that yours would be.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

C. No. 9, 1894.

A. OWENS, CARLISLE, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Excessive freight charges.

Under date of June 4, 1894, Mr. A. Owens, of Carlisle, filed the following complaint and request:

CARLISLE, IOWA, June 4, 1894.

Hon. J. W. Luke, Chairman Iowa State Railroad Commissioners:

DEAR SIR—On May 29, I ordered a 30,000 capacity box car for wood to Des Moines from Chicago, Burlington & Quincy Railroad agent at Clarkson, and he advised me that he could not furnish it then, but I could load a coal car he had on hand that had a capacity of 60,000 pounds marked thereon, but he would bill it at 30,000 pounds. I loaded the car with wood, per his advice, and got between 19,000 and 20,000 pounds on car. When the car was delivered at Des Moines the Chicago, Burlington & Quincy Railroad charged me 60,000 pounds, ($11.40).

Please advise me if they have a legal right to charge for full capacity of car, and if minimum weight of 20,000 pounds should apply in this instance? Hoping to hear from you as soon as possible, I remain yours truly,

A. OWENS.

A copy of the same was on June 5 forwarded to Mr. J. M. Bechtel, division freight agent of the defendant road, requesting his attention to any irregularity which might be found in the bill as reported by Mr. Owens, and on June 11 Mr. Bechtel says:

BURLINGTON, IA., June 11, 1894.

Mr. W. W. Ainsworth, Sec'y Board R. R. Com'rs., Des Moines, Iowa:

DEAR SIR—I have yours of June 5th, with complaint of June 4th, signed by A. Owens. I notice that the car was billed from Clarkson to Des Moines at 30,000 pounds, at the soft coal rate, 38 cents per ton. It was corrected by the agent at Des Moines to 60,000 pounds, which, under ordinary circumstances, would be correct, as we apply the same minimum on wood fuel as we apply on soft coal. In other words, the rate on wood fuel is based on the soft coal rate, and we apply the soft coal minimum on wood fuel. In this particular case, a 30,000 pound car having been ordered, and nothing but a 60,000 pound car being in sight, the agent was not authorized to vary from our regular rates; but on application, at any time, we will refund to a basis of the car ordered, if we have such cars in service. If a 20,000 capacity car was ordered we could not furnish it, because we have not got any of them in service. We are perfectly willing to refund to a basis of 30,000 pounds at 38 cents per ton, $5.70, which I hope will be entirely satisfactory, and I hope you will agree with me that $5.70 is a very low rate from Clarkson to Des Moines. Will you be kind enough to let me hear from you?

Yours truly,

J. M. BECHTEL,
D. F. A.

This reply of Mr. Bechtel was forwarded to Mr. Owens June 15, with the request that he "please note the same and state immediately whether this will be a satisfactory adjustment of the case," and under date of June 23 Mr. Owens says:

The C., B. & Q. R. R. Co. have made a satisfactory adjustment of my complaint of June 4th, as stated in your letter of June 15th. Thanks for your assistance.

Respectfully,

A. C. OWENS.

and for this reason the case is satisfactorily closed.

C. No. 10, 1894.

C. E. CREIGHTON, OAKVILLE, IOWA, vs. IOWA CENTRAL RY. CO. } *Depot building.*

OAKVILLE, IOWA, June 1, 1893.

Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—We had the misfortune to lose our depot accommodation by fire a short time ago. The company has put in a box car for the accomodation of their agent and passengers. There is no room for freight, and merchants are compelled to attend trains in bad weather to take care of their freight. The car that serves as depot will not turn rain, and is not a suitable place to shelter the passengers.

We, merchants and shippers and patrons of the road, petition your honorable body to take this in hand and ascertain the length of time we will be put off with these present accommodations. And we further ask that action is taken soon, and give us suitable accommodation to transact the business due this place. Our little village is improving, and we wish the company to do their part, and we will work in harmony (in obtaining) business for this place and company. We remain respectfully,

MERCHANTS, SHIPPERS AND PATRONS.

Address, C. E. Creighton.

The above seeming to indicate apprehension of trouble on the part of the citizens of Oakville, was forwarded to Mr. C. H. Ackert, with the request that he "kindly give this matter your early consideration and make reply to the commissioners." In reply to the above, Mr. E. McNiel, general manager, writes this board under date of June 17, 1893, as follows:

I desire to acknowledge the receipt of your favor of the 8th, inclosing copy of communication from Chas. E. Creighton, of Oakville. In reply would say that the small depot which we had at Oakville was burned on May 15th, and we immediately put in a box car to take care of our business temporarily. We expect to put in a depot there within a short time. As you know, the business at that point is very light indeed, both passenger and freight, and as we have had a good deal of extra work to do with our bridge and building force on account of fires and washouts, we have not been able to get around to it before. I don't think, however, that there has been any serious cause for complaint up to the present time, and, as I said before, the matter will have our early attention.

On August 23d Mr. McNeil was asked to "advise the commissioners what progress has been made towards the erection of a depot at Oakville," to which, under date of August 28, he says:

Replying to yours of the 23d, would say that we have the material on hand for rebuilding the passenger depot at Keithsburg, which was burned last winter, and it is our idea to rebuild at Oakville as soon as the one at Keithsburg is completed. We have been necessarily delayed in getting to work on these buildings by some heavy bridge work. We will have them both finished before cold weather.

December 7th Mr. O'Neil was again asked of the progress in the case, to which he says:

Material for the same has been ordered, and as soon as our carpenters get through with the depot we are now building at Berwick, Ill., we expect to get right to work on the one at Oakville.

This having the appearance of progress in the case, Mr. Creighton was asked by letter on June 21 and again on July 10, 1894, for information as to whether the depot petitioned for by himself and others had been completed," and as up to date (November 15, 1894) no reply has been received, it is presumed that the petitioners have got what they prayed for and the case is closed.

C. No. 11, 1894.

JOHN R. ARMSTRONG, ROAD SUPERVISOR OF MARION,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Overflow.

On September 11, 1893, Mr. John R. Armstrong, as road supervisor of district No. 12, in Marion township, filed the following petition with the board:

Your petitioner, road supervisor of district No. 12, Marion township, would respectfully state that the Chicago, Milwaukee & St Paul Railway, when they changed their line of road between Cedar Rapids and Marion crossed the Blair's ferry wagon road just west and south of the city of Marion overhead of said wagon road. That they, at the time of the construction of their road, drained a pond of water through which their road ran and changed the drainage of quite a territory, bringing the water thus gathered and accumulated down along their side ditches throwing it in and upon the public highway.

They have been repeatedly requested by the above road supervisor having charge of this district to take care of this water thus gathered up, and carry it under the public road and on along their right of way to the creek, but they fail and refuse to pay any attention to these requests.

Your petitioner therefore respectfully requests this honorable board to take up this matter and set some day for hearing, that your petitioner may present proper evidence, and that this board make such order as it may deem proper in the premises.

(Signed) JOHN R. ARMSTRONG,
Road Supervisor District No. 12, Marion Township, Iowa.

On September 11 a copy of the plaintiff's petition was forwarded to Mr. A. J. Earling, general manager of defendant road, for his attention and an answer requested, to which, under date of October 4, Mr. Earling says:

Instructions have been given to do whatever is necessary on the part of the company to prevent the overflow from our right of way from damaging the highway. Our superintendent has looked the situation over with the road supervisor and I believe has agreed with him that a culvert under the highway and a ditch along the right of way to Indian creek will remedy the matter.

Mr. Armstrong was furnished with a copy of Mr. Earling's reply and was "requested to keep the commissioners advised as to the progress and completion of the work." We failed to hear from Mr. Armstrong until December 12, when he says:

I was waiting to see if they would finish the work, but they did not. They graded the road up in a little bit better shape. In the first place they should have put the culvert in—the water will have no place to get through, then it will run all over the road and wash the ditches full. They were to rip rap the ditch with rock; that is not done either. I will not settle till the work is finished.

Mr. Armstrong's reply not seeming to indicate a satisfactory adjustment of the case, Mr. Earling was again addressed on July 8th and asked why the complaint was not satisfied so the case could be closed, and in reply Mr. Earling says:

CHICAGO, January 16th, 1894.

Mr. W. W. Ainsworth, Sec'y. Board R. R. Commissioners, Des Moines, Iowa:

DEAR SIR—Answering your letter of January 8th, referring to complaint of J. R. Armstrong, road supervisor, district No. 12, Marion, Iowa: The proposition, referred to in my letter dated October 4th, 1893, to carry the water under the highway and in a ditch along the right of way, met with opposition by the owner of the mill pond, hence was abandoned. Our superintendent has the matter in hand, and will endeavor to arrange everything to the satisfaction of all concerned at an early date.

Yours truly,

A. J. EARLING,
General Manager.

With the opening of the spring, Mr. Earling was inquired of, on March 28th, 1894, as follows:

A. J. Earling, General Manager C., M. & St. P. Ry. Co., Chicago, Ill.:

DEAR SIR—Will you kindly advise this commission whether any additional work has been done in the matter of complaint of J. R. Armstrong, road supervisor, Marion township, Marion county, Iowa, referred to in yours of January 16th, in which you say: "Our superintendent has the matter in hand, and will endeavor to arrange everything to the satisfaction of all concerned at an early date."

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Under date of April 3, Mr. Earling says: "Our superintendent advises me that the road and ditches were put in first-class condition last fall, but that the early spring rains have caused a washout near the highway leading from Marion to Cedar Rapids, which has been temporarily repaired." Mr. Armstrong was interrogated at various times to know if the case might be closed and no reply until August 15th, when he files the complaint afresh.

CEDAR RAPIDS, IOWA, August 15, 1894.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

Last fall the Milwaukee Railway Company agreed to take care of their over-flow water that was gathered up from ponds, carry it under the public highway and then along their right of way to the creek. Your attention is respectfully called to our correspondence which was filed with you about October 6th. They have absolutely done nothing to provide for this water and still allow it to run along down upon the public highway and last spring it tore a large ditch out across this public highway just south and west of the Indian Creek bridge on the boulevard, which our district was compelled to plank.

I would now respectfully call your attention to the fact that the fall rains will soon commence and if it is possible to get this company to take this water off the highway and pass it under the public road and down their right of way, it is very desirable for our district that it should be done.

Will you please kindly set some time when you can view this ground and make such order as will relieve our district, which is district No. 12 of Marion township, from the continuous burden of taking care of the over-flow water gathered up by this railway company's track?

JOHN R. ARMSTRONG,
Road Supervisor District No. 12, Marion Township, Marion, Linn County, Iowa.

The following was addressed Mr. Earling as bearing upon the case:

August 22, 1894.

A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill:

DEAR SIR—Mr. J. R. Armstrong, road supervisor, Marion, Iowa, has again called the attention of the board by a communication, copy of which please find enclosed, to the alleged failure on the part of your company to perform its duties in matter of drainage of surface water, etc., it possibly being the same thing referred to in yours of April 3, 1894. This matter has been before the board for some time, and the commissioners direct me to inquire whether such work as may be required to adjust this complaint, cannot be done now. Very respectfully yours.

By order of the board.

W. W. AINSWORTH,
Secretary.

To this Mr. Earling replies, August 30.

Our superintendent of that district advises me that the company is not responsible for the damage done to the highway during the freshets referred to, and that we are under no obligation to take the water from the highway and carry it along our right of way. But in order to satisfy myself I am having a map prepared to show the exact situation, and as soon as it is completed I will write you further on the subject.

Yours truly,

A. J. EARLING,
General Manager.

The map spoken of above was received in this office September 11th, and accompanying it was this statement:

Under the circumstances I see no reason why the company should be called upon to maintain an opening at the junction of the two highways, and we must decline to assume any further responsibility or expense in the matter.

Yours truly,

A. J. EARLING,
General Manager.

This position of the defendant road seeming to be so radical a change of front from the former assurance that "the overflow water would be properly cared for," the board deemed it advisable to visit the locality and make a thorough investigation of the existing conditions. Accordingly, Wednesday, October 3rd, 1894, was fixed as the time when, on the ground named in the petition, the personal inspection would be made, and all interested parties were so notified.

The commissioners found upon examination that the allegations set forth in the complaint, referring to drainage and overflow, were mainly correct. The R. R. Co. had, by cutting through a small lake in the construction of their road, diverted from its natural channel the drainage of a large water shed into an entirely new course, and by such diversion had permitted the surplus water to be emptied from their right of way into and upon the highway represented in the complaint. It further appeared that the railroad company had assumed control of this overflow water when it was thus emptied into and upon the said highway, inasmuch as they had protected the grade and embankment of said highway by rip-rap at the point where the said water first strikes the said embankment, and then by

grading and the construction of a ditch on said highway for a distance of forty rods or more to the point of intersection with the main highway or boulevard running north and south, and at this point of intersection had conducted the water by a culvert at nearly a right angle across the highway first in question, to a natural depression or slough, through which it emptied into a mill pond.

The spring or summer rains had washed out this culvert, leaving a ditch eight feet wide, and thus making an impassable roadway. The defendant company upon being notified of the existing conditions, immediately caused a temporary structure to be put across the break, and it was the insufficient nature of this last structure and the danger incident upon its use which called forth the last complaint of Mr. Armstrong, and also the suggestion of Mr. Earling that they were "not responsible for the damage done by the recent freshet." Mr. Gibson and Mr. Goodnow, division supts. of C., M. & St. P., met the commissioners, and together the situation was carefully examined. Mr. Armstrong and some interested neighbors appeared for the public, and made a fair representation of their position, emphasizing the claim that "the extra water had been emptied on them by defendant, and hence they ought to continue to take care of it." Supt. Gibson manifested a disposition to meet the citizens fairly, and as it is the desire of the commissioners to settle all matters of controversy with the least possible amount of trouble and litigation, the following letter was written on the return of the commissioners to their office:

October 5, 1894.

Mr. John R. Armstrong, Road Supervisor, Marion, Iowa:

DEAR SIR—After leaving you the commissioners had some conversation with Mr. Gibson, superintendent of the Kansas City branch of the Chicago, Milwaukee & St. Paul Railway, which led them to believe that a satisfactory arrangement could be made between him and you with regard to the care of the surface water. As there may be some legal complications that might cause delay in the enforcement of any order they might make, the commissioners have thought it better to wait until you had a further conference with him before rendering any decision. In case of failure to reach an agreement, please notify the board at once. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the Board.

The suggestion made to Mr. Armstrong seems to have been effective, for under date of October 15 Mr. Gibson says: "I called on Road Supervisor Armstrong one day last week and he made a proposition to me in regard to the Blair Ferry road, which I have accepted on the part of our company. I trust we will have no more trouble in regard to the Blair Ferry road;" which may be considered as closing the case.

C. No. 12, 1894.

THE ROBERT KRAUSE CO., DAVENPORT, vs. VARIOUS LINES. — *Excess baggage charges.*

Under date of November 9, 1894, The Robert Krause Co., of Davenport, filed with the board the following complaint:

DAVENPORT, IOWA, November 8, 1894

Board of Railroad Commissioners of Iowa, Des Moines, Iowa:

Our traveling men inform us that the Burlington, Cedar Rapids & Northern Railway have advanced without notice rates on baggage excess as follows: Where railroad fare is from 5 cents to $1.25, old rate per 100 lbs., 15 cents; from $1.26 to $2.10, old rate, 25 cents. Where railroad fare is 5 cents to 75 cents, new rate per 100 lbs, 25 cents; railroad fare 76 cents to $1.00, new rate, 30 cents; $1.00 to $2.00, new rate, 35 cents; $2.01 to $2.50, new rate, 40 cents; $2.51 to $3.00, new rate, 45 cents.

This nearly doubles the rate on all Iowa jobbers whose traveling men are obliged to stop at nearly all stations five to twenty-five miles apart, and mostly only ten miles apart, hence each time they move their baggage, averaging with all jobbers in our line say 700 lbs. excess and in fall season 900 lbs. excess, $1.50 to $2.00. Are the commissioners powerless to help the jobbers? We have six traveling men steadily in Iowa and if all railroads do the same it will cost us about $9.00 per day in excess of former rates, because each man averages three towns in two days. If this extreme rate is adopted by every railroad in Iowa it must either reduce traveling or ultimately increase the price of merchandise to the retail merchant and consumer. The old rate was looked upon as very severe. Yours respectfully,

THE ROBERT KRAUSE CO.

Upon receipt the same was forwarded to Mr. C. J. Ives, president of Burlington, Cedar Rapids & Northern Railway, with request: "Please state in your answer whether this advance has been made as claimed and if so make such statement as you may desire to file in explanation." To this, under date of November 16, Mr. Ives says:

CEDAR RAPIDS, IOWA, November 16, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to yours of the 15th, enclosing complaint of the Robert Krause Company, of Davenport, would say: That the rates established for extra baggage on this line are the same as on all lines in Iowa, and while somewhat higher than heretofore, are not excessive, considering the character of the services rendered, being less than rates charged by express companies for freight carried on same trains.

Such being the case, I see no reason why they should not remain as at present fixed. Yours truly,

C. J. IVES,
President.

To this communication of Mr. Ives, Mr. Krause made reply in further explanation of the injustice, but in a postscript, says: "Since writing the foregoing we learn that the Chicago, Rock Island & Pacific road have reduced the baggage tariff to former rates," and as no further complaint from The Robert Krause Co., or any other interested parties was made, the case may be considered closed.

C. No. 13, 1894.

H. HERSOM, DIAGONAL, IOWA, vs. HUMESTON & SHENANDOAH RAILROAD COMPANY. — *Highway crossing.*

Under date of October 7, 1893, Mr. H. Hersom, road supervisor of district No. 3, Washington township, in Ringgold county, filed the following complaint:

To the Railroad Commissioners of the State of Iowa:

You are hereby notified that the Humeston & Shenandoah Railroad Company have not fixed and made or left the public highway in a safe and good condition at the first crossing of said railroad of a public highway west of Diagonal depot in said Ringgold county on the Humeston & Shenandoah Railroad, and in order that the public highway mentioned above may be of use to the public this winter immediate action is desired by your honorable body.

Mr. E. C. Murphy, general manager of the Humeston & Shenandoah Railroad, was furnished a copy of the complaint and requested to give it attention, and on October 17, Mr. Murphy says:

CLARINDA, IOWA, October 17, 1893.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines:

DEAR SIR—Replying to yours of the 7th inst. as to communication of H. Hersom, a road supervisor of Ringgold county, in which he says "the Humeston & Shenandoah Railroad Company have not fixed and made or left the public highway in a safe and good condition at the first crossing of said railraid company west of the Diagonal depot in said Ringgold county," I beg to submit that the said highway, so far as it occupies the Humeston & Shenandoah Railroad Company's right of way, is in a good and safe condition—as good as any piece of highway in Ringgold county. That the highway "is fixed and made, or left, in same way and manner as for past eleven (11) years.

At the place where the aforesaid highway crosses this company's right of way there is a hill or grade about 200 feet to the mile. The highway on south side of railroad track winds by gentle curves westward, which greatly eases the upward haul. There are parties using the highway crossing that wish it to remain same as now; others do not.

Recently I offered to straighten the highway across right of way, applying company's road tax assessment in doing the work. Supervisor Hersom would not allow us to do so. That is he would not credit the work on company's tax receipt, so the matter has rested until now.

It is immaterial to this company whether the said highway crosses the right of way on a tangent or diagonally, as now, but if the highway is straightened we should be allowed to apply company's road tax assessment in doing the work.

Yours truly,

E. C. MURPHY,
General Manager.

This reply of Mr. Murphy was forwarded to Mr. Hersom, who in reply insisted that the crossing had been made difficult by reason of the removal of dirt by the railroad company for the betterment of their road bed, thus increasing the grade of the highway, and he with others requested the board to make an examination of the case. In accordance with this request, January 3, 1894, was set as a time

to make the inspection desired. Mr. Murphy and Mr. Hersom met the commissioners and a conference was had relative to change of crossing and what was supposed to be a satisfactory adjustment consummated. The present crossing with some repairs such as suggested by the commissioners, it was considered, would better serve the public safety and convenience than by removing it on to the direct line of the highway and thus compelling the travel to approach the railroad tracks through a cut, making a view of an approaching train nearly, if not quite impossible, thus largely enhancing the danger of accident to all classes of the traveling public.

On May 30 Mr. Hersom again addressed the commissioners in regard to the crossing matter presumably not considering the conclusion reached in the January 3 conference entirely satisfactory. After some correspondence of minor importance with Mr. Murphy and the commissoners seeing no good reason to change their view of the matter as seen at the investigation, the following letter was directed to Mr. Hersom, which may be considered as closing the case:

DES MOINES, June 15, 1894.

H. Hersom Diagonal, Iowa:

DEAR SIR—As intimated to you on June 1st, the road crossing case west of Diagonal was presented to Mr. Murphy, and in part his reply indicates that the present highway crossing has been in continual use for the past twelve years, making it by statute a public road. Without entering into the question of the legal establishment of the highway at its present place of crossing the right of way of the Humeston & Shenandoah Railroad, it was the opinion of the commissioners on January 3, 1894, when the location was visited that straightening the road by a cut through the bank down to the grade of the railroad would introduce a serious element of danger to the public in its passage across the tracks of said railroad, and that if the Humeston & Shenandoah Railroad Company were satisfied to leave the present crossing in its deflected position, the safety of the traveling public, both by rail and highway, would be better subserved than by the change suggested by the highway authorities, and as at present advised, the commissioners see no good reason to change the conclusion then arrived at.

Very respectfully yours,

By order of the board. W. W. AINSWORTH,
Secretary.

C. No. 14, 1894.

C. F. KRUEGER, DES MOINES, IOWA, vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY. — *Over-charge on household goods.*

On August 17th, Mr. C. F. Krueger, of 627 East Lyon street, Des Moines, called at the commissioners' office and stated in substance that about August 3d he shipped some household goods from Sibley, Iowa, to Des Moines, as per C. & N. W. expense bill of August 7; that among other things the shipment contained a buggy; that Henry Newell, agent at Sibley, examined the shipment when loaded and advised him that unless his buggy was crated, he would be charged $4.00 extra on arrival at Des Moines; that thereupon he crated the buggy in the ordinary way, prepaid the freight on the shipment and sent it on. Upon arrival at Des Moines $7.19 extra was demanded before he could secure his goods; that he telegraphed the facts to the agent at Sibley, copy of the agent's reply being filed with the papers, and is as follows:

SIBLEY, IOWA, August 7, 1894.

To C. F. Krueger:

Buggy not crated; pay and take receipt; if crated, enough has been paid.

Mr. Krueger further stated that the wheels of the buggy were left without being crated on statement of agent at Sibley that no crates were needed on the wheels. Mr. Krueger states that he paid the $7.19 in order to secure his goods, and now asks the commissioners to request the company to refund the overcharge.

The complaint being "local" was sent to Mr. S. W. Hazard, Gen'l Agt. of the C. & N. W., at Des Moines, and under date of August 24th Mr. Hazard says: "I have referred same to General Freight Department, Chicago."

September 13th, no reply having been received from Chicago, Mr. W. H. Newman, Third Vice Pres. of defendant road, was asked "will you kindly advise the board whether the matter has reached your office, and if so, what conclusions have been arrived at?" And on September 22d this reply was filed:

CHICAGO, September 21, 1894.

To Mr. W. W. Ainsworth, Sec'y R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: Referring to your favor of August 2 d, to Mr. S. W. Hazard, our General Agent, Des Moines, relative to shipment of household goods, buggy, etc., from Sibley, Iowa, to Des Moines, account of C. F. Krueger. It appears that the claim is on account of the shipper claiming a lower rate on the buggy than provided for in the classification. In other words the shipper did not comply with the classification in regard to the proper crating of the buggy. It appears also that the agent at Sibley instructed Mr. Krueger as to the proper action to be taken in the crating of the buggy, but as he seems to have misunderstood the matter and did not understand the real requirements of the classification in this respect, we have decided to allow the claim in this case as we have secured the consent of the C., St. P., M. & O. line to join. I have requested our Mr. Hazard to advise Mr. Krueger accordingly. I trust this will be satisfactory. Yours truly

C. H. KNAPP,
First Assistant General Freight Agent.

On October 1st, Mr. Krueger was furnished with a copy of Mr. Knapp's statement, and requested to "notify this office immediately whether this matter has been adjusted."

Repeated inquiries of Mr. Krueger failed to secure a reply, but on November 5th the complainant called at the office and said he had received his pay in full, which closes the case.

C. No. 15, 1894.

H. LAUBACH, GOLDFIELD, IOWA.
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Highway Crossing.

Mr. H. Laubach, of Goldfield, seeming to think he was not being fairly dealt with, filed the following complaint with the board, praying their aid:

GOLDFIELD, IOWA, September 25, 1893.

The R. R. Commissioners of the State of Iowa.

GENTS: There has been established a public road commencing at the northwest corner of section ten, in Eagle Grove township, Wright county, Iowa, and running east one-half mile connecting with another road and crossing the Chicago & Northwestern R R. This road was laid out and established over one year ago. After being notified by the proper supervisor of said township and by the Auditor of Wright county, the said railroad company have utterly refused and neglected to put in a crossing at said point so that the complainant, Harrison Laubach has no means of crossing said railroad. Now the said Laubach asks that said company be compelled to put in a crossing where said road connects with one coming from the west, and your petitioner will ever pray.

H LAUBACH.

This presentation to the board was made the more emphatic from the fact Mr. Laubach had addressed the superintendent requesting that the road be opened and had received the following reply:

EAGLE GROVE, IOWA, September 22, 1893.

Mr. H. Laubach, Goldfield, Iowa,

DEAR SIR: Referring to the matter of opening a highway across our right of way and track three and one-half miles north of here, will say this company will not make any objection to the opening of this highway provided the entire expense is assumed by the proper authorities. The estimated cost of such opening is $125 50. You can either do the work subject to my supervision, or if payment of cost is secured by depositing the amount named, I will have the work done myself. Yours truly.

H. M. HUGHES,
Superintendent.

The matter was in the usual way taken up with Mr. J. M. Whitman, General Manager of the C. & N. W. Ry., and his attention requested; also the following was sent Mr. Laubach in reply to some inquiries made by him:

September 28, 1893.

H. Laubach Esq., Goldfield, Iowa.

DEAR SIR: Yours of the 25th inst. received, and the same has been submitted to the board. I am directed to say in reply that the matter will be duly presented to the proper officials of the C. & N. W. R'y Co., and you will be advised as to the result of any further proceedings. It is the opinion of the Attorney General, filed with this board in 1889, that after a highway has been legally established across the right of way of a railroad already constructed, it is the duty of the railway company to put in the proper crossing at its own expense. Very respectfully yours

By order of the Board. W. W. AINSWORTH,
Secretary.

On October 6th Mr. Whitman favored the office with the following reply:

I am in receipt of yours of the 3rd inst., with attached copy of correspondence between Mr. H Laubach and our Superintendent, Mr. H M. Hughes, regarding the opening of a highway across our right of way, three and one-half miles north of Eagle Grove, and in reply would say, that the Chicago & Northwestern Railway Company raises no objection to the opening of this highway across our right of way, nor do we wish to demand any damages for our land taken for that purpose.

Mr. Laubach replied, November 7th: "If you need any evidence of the existence of the highway it shall be forthcoming * * *" The evasion of the question in the controversy seemed to the board to call for the following letter, which was sent Mr. Whitman:

November 23, 1893.

Mr. J. M. Whitman, Gen. Mgr. C. & N. W. Ry Co., Chicago, Ill.:

DEAR SIR—In relation to complaint of Mr. H. Laubach, road supervisor, regarding opening highway, or putting in crossing over your right of way, three and one-half miles north of Eagle Grove, you say, under date of October 5th, 1893, that your company raises no objection to opening that highway, and will not demand any damages for the same.

The real point of the complaint seems to be in relation to the expense of putting in the crossing. Mr. Hughes, superintendent, under date of September 22nd, in a letter to Mr. Laubach, says: "The estimated cost of such opening is $125. You can either do the work subject to my supervision, or if payment of cost is secured by depositing the amount named, I will have the work done myself." There does not seem to be any controversy as to whether a highway has been legally established across your right of way at the place in question. In an opinion of the attorney general, filed with this board some time ago, he takes the position that after a highway has been legally established across the right of way of a railroad already constructed, that it is the duty of the railway company to put in the proper crossing at its own expense. Will you please inform the board as to what the attitude of your company is in relation to that question, so far as the present case is concerned, or have the matter in some way properly adjusted.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH,
Secretary.

Replying to the above, Mr. Whitman says: "I will advise that this matter has been placed in the hands of Judge J. C. Cook, our attorney at WebsterCity, for his attention. You will receive a reply from Judge Cook to your letter of November 23." And in accordance with the statement made Mr. Cook addresses the following to the office:

WEBSTER CITY, IOWA., December 9, 1893.

Mr. W W Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR: Coming home to-day I find yours of the 7th, also the papers in the matter referred to sent me by Mr. Whitman. It is the policy of the company to adjust amicably all matters of this kind for the sake of the good will of the local communities. At the same time the interests of the company and the public require that no unnecessary highway crossings be established. I can see no good reason in morals why a railroad company should not be allowed damages for a highway established over its track the same as other property owners. While this question is somewhat in confusion, the courts of some states holding against it, yet the weight of authority is in favor of their right to compensation. It may be said that this claim for damages must be filed in the proceedings to establish the highway. This being granted, I have to say that the papers show that the proceedings are not binding in this instance, because the only notice is to the "C & N. W. Ry. Co." This is not good as against the Chicago & Northwestern Railway Company. The supreme court of this state about eight or ten years ago decided that a notice running to "The C. B. & Q R. R. Co." was not binding upon the Chicago, Burlington & Quincy Railroad Company. More than this, the land

and track at this point is owned by the Toledo & Northwestern Railway, an entirely different corporation.

I suggest that the road supervisor, being in the immediate neighborhood of the headquarters of this division, confer with the superintendent, and I believe if the people of this community are willing to do anything half way reasonable there will be no difficulty in opening the crossing. At any rate I shall be glad to aid in bringing about such an arrangement.

Kindly let me hear whether this position meets the approval of the board.

Yours truly,

J. C. Cook.

A copy of Judge Cook's letter was sent Mr. Laubach, with the usual request to "file answer," which had the effect to bring forth the following, accompanied with the papers represented therein:

Goldfield, Iowa, December 16, 1893.

Gentlemen of the Railroad Commission:

Sirs: Enclosed you will find certified copies of the petition and service of the highway in question, from which last you will learn that the same was served in all respects according to law.

As to its being served on the wrong corporation, it is enough to say that the Chicago & Northwestern Railway is the owner in fee simple of the Toledo & Northwestern Railroad by deed now and at the time of said service on record in this county; and further, that in all actions either as plaintiff or defendant the Chicago & Northwestern Company use their own name where said road formerly owned by the Toledo & Northwestern road is concerned, and that the last mentioned road have no agents save and except the Chicago & Northwestern Companies.

I will say further that I have no other school road for my children to attend school; that there is no other crossing for more than one mile each way. Others are in as sad condition as myself in these particulars. It is the poor farmer against the rich corporation, and may God defend the right. Yours truly,

Henry Laubach.

Upon the receipt of this letter from Mr Laubach the following was sent Judge Cook:

December, 21, 1893.

J. C. Cook, Esq., Attorney Chicago & Northwestern Railway Company, Webster City, Iowa:

Dear Sir: Enclosed please find copy of further communication from H. Laubach in the matter of crossing referred to in yours of December 9. In connection therewith complainant files certified copy of the petition asking for establishment of highway, together with copy of road notice bearing date of February 19, 1892, with the return and amended return of Constable O. B. Keister thereon. The commissioners in looking the matter over suggested that it might be well, if this course met your views, for you to take the matter up with Mr. Laubach and in the near future endeavor to affect a settlement satisfactory to him.

By order of the board.

Very respectfully yours,

W. W. Ainsworth, *Secretary.*

Under date of December 27th Judge Cook writes: "* * * However it seems to me that this is a matter which ought to be amicably adjusted, and I wrote Mr. Laubach today in accordance with your suggestion * * *" On June 21st Mr. Cook was again asked "whether this case is now adjusted and the crossing in," and replying July 4th he says: "The Laubach crossing, I understand, has been put in, and the matter

may be considered closed," and a letter of same date from Mr. Laubach, the plaintiff in the case, conveys the same advice, and the case is closed.

C. No. 16, 1894.

Des Moines Linseed Oil Works,
vs.
Burlington, Cedar Rapids & Northern Railway Company.

Discrimination and failure to furnish cars.

On October 18, 1894, a representative of the Des Moines Linseed Oil Works called at the office of the board and made a statement regarding discrimination in the matter of furnishing cars for the shipment of flax seed to their mill in Des Moines from the stations of Clarion and Holmes. He filed a letter from the purchasing agent of the said company located at the said stations of Clarion and Holmes in proof of the correctness of his statement, and because of the apparent urgency of the case the following telegram was wired President C. J. Ives, of the Burlington, Cedar Rapids & Northern Railroad:

Des Moines Linseed Oil Company complain of discrimination in furnishing cars at Homes and Clarion. Say you refuse your own or to order Northwestern cars when empties of both kinds are on the track; that Northwestern is ready to haul either. Flax seed arriving rapidly and being stored on the ground. They ask immediate action. Please wire answer.

By order of the Board.

W. W. Ainsworth,
Secretary.

To which Mr. Ives replied by wire: "We are filling all orders for cars at Holmes and Clarion. * * *" The plaintiff was advised of the reply of Mr. Ives and requested to inform the commissioners of the status of the case, to which, October 20th, says: "We have no further advices from our agent on the matter, but from reports of shipments received from them today presume they are now being supplied with cars, which no doubt is due altogether to your wire to them as above * * * We have nothing further at present to lay before the board," which closes the case.

C. No. 17, 1894.

H. M. HEALY & SON, GRUNDY CENTER,
vs.
B., C. R. & N. R. R.
Damage to flour in transit.

The following claim was filed September 14th, 1894:

GRUNDY CENTER, IOWA, Sept. 12, 1894.

W. W. Ainsworth, Secretary, Des Moines, Iowa:

We have had a claim in against the B., C. R. & N. Ry. for a long time—$4.00. It is for damages on a car of flour by getting wet from a leaky roof car. The agent here does not seem to do anything; in fact he gives us no satisfaction. You will greatly oblige us by looking up this claim. Four dollars will not cover our loss.

Respectfully,
H. M. HEALY & SON,
Grundy Center, Iowa.

The same was forwarded to Mr. C. J. Ives, president of B., C. R. & N. R. R., and his consideration requested, to which he made reply, saying in part: "I find Messrs. Healy & Son have never made any claim on the railroad company for any damages to flour, although the shipment was made last May."

Soon after the above Mr. T. H. Simmons, general freight agent, directed a letter to the office, saying:

We have no record of any claim ever having been presented by Messrs. Healy & Son, but will immediately give the matter a thorough investigation, and if their claim is found to be a legitimate one it shall of course be paid.

After more thoroughly investigating the case, Mr. Simmons says, under date of October 20th: "I am pleased to advise you that as regards the claim of Messrs. Healy & Son, of Grundy Center, we have made a voucher in their favor for the amount claimed;" and this being confirmed by a card from Messrs. Healy & Son, saying, "We are paid in full," closes the case.

C. No. 18, 1894.

KENYON & HILLYARD, MT. UNION, IA.,
vs.
BURLINGTON & NORTHWESTERN RAILROAD COMPANY.
Site for elevator.

Under date of November 11, 1893, Messrs. Kenyon & Hillyard, of Mt. Union, represented to the board by letter that the defendant railroad refused to grant them suitable conveniences for the transaction of a grain and coal business at Mt. Union by not permitting them to erect coal sheds and grain warehouse on railroad grounds convenient to tracks for loading, etc. The complaint further sets forth that Messrs. Miller & Son have privileges such as they seek to obtain, but that the said Miller & Son claim to enjoy the rights they have to the degree of excluding all other parties from the said grounds. Complainants ask relief from the discrimination by an order from the board.

In reply to Messrs Kenyon & Hillyard the following was directed by the board:

November 16, 1893.

Kenyon & Hillyard, Mt. Union, Iowa:

GENTLEMEN—Yours of the 11th inst. has been received and submitted to the commissioners. I am directed to say in reply that the courts have frequently decided that no common carrier, such as a railway company, has a right to so conduct its business as to tend to foster or build up a monopoly. The statutes of this state also contain the following provisions:

"It shall be unlawful for any common carrier, subject to the provisions of this act, to make or give any preference or advantage to any particular person, company, firm, corporation or locality or any particular description of traffic in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever," with certain exceptions not material to your inquiry.

If the railroad company at your town have land and tracks at their station not occupied by others, suitable for the purpose you desire it for business at that station and the facts and circumstances are such as to justify your attempt to engage in such business, the railroad company would not be justified in refusing you facilities for that purpose, upon the ground you state in your letter.

It is doubtful about any right on your part to compel the company to put in a side track to a building you might erect on your own land adjoining its right of way.

Very respectfully yours,
By order of the Board.
W. W. AINSWORTH,
Secretary.

After some further correspondence the following was addressed to superintendent of defendant road:

January 9, 1894.

Superintendent Burlington & Northwestern Railway Company, Burlington, Iowa:

DEAR SIR—The enclosed communications from William Kenyon, of Mt. Union, Iowa, bearing date of November 11th and December 7th, 1893, respectively, refer to the obtaining by the complainants or petitioners of a site for the conduct of their business, and fully explain themselves. There is also enclosed the copy of an answer of the board, dated November 16th, 1893, to all of which your attention and answer are respectfully requested. The commissioners prefer in all cases of this character that an amicable adjustment be made by the parties in interest. If this can not be adjusted otherwise, it will be taken up by the board in the form of a regular complaint and treated like other cases of its character. Please return correspondence with your reply, as these papers are the originals in the case.

Very respectfully yours,
W. W. AINSWORTH,
Secretary.

To which, under date of January 11th, R. Law, general manager, replies as follows:

I think by communicating with Mr. Kenyon you will find this matter has been adjusted to his satisfaction, we having given him lease as he requested on the 22nd day of December.

On January 16th Messrs. Kenyon & Hillyard were requested to "advise the board by return mail if such settlement had been made," and January 18th Mr. Kenyon says: "The B. & N. W. Co. have given me a lease as stated, and have promised a track," which closes the case.

C. No. 19, 1894.

H. G. S. CODD, WESTFIELD, IOWA,
vs.
CHICAGO & NORTHWESTERN RAILWAY.
Over-charge on live stock.

Under date of July 13th, Mr. H. G. S. Codd, of Westfield, Iowa, filed before the board his complaint, alleging an over-charge on a shipment of cattle and sheep from Ames to his home. The shipment was made over the Chicago & Northwestern and Chicago, Milwaukee & St. Paul Railroads. Mr. Codd sets forth in his complaint that the Chicago, Milwaukee & St. Paul road did upon his representation and demand adjust his claim and refused the over-charge, but that the defendant road refused to entertain or adjust the claim, whereupon he asks the commission to take up the matter with the said Chicago & Northwestern road. After some preleminary correspondence with Prof. Curtis, of Ames, who shipped the stock to Mr. Codd, the following letter was sent to Mr. J. M. Whitman, general manager of the Chicago & Northwestern Railway.

August 7, 1894

J. M. Whitman, General Manager Chicago & Northwestern Railway Company, Chicago, Ill.:

DEAR SIR: This office is in receipt of a communication from Mr. H. G. S. Codd, of Westfield, claiming an overcharge on the part of the Chicago & Northwestern and Chicago, Milwaukee & St. Paul Railway Companies on shipment of L. C. L. live stock, on November 2, 1893, from the Iowa Agricultural College at Ames, to him at Westfield, the shipment consisting of "two calves over one year old, one calf one year old and eight lambs one year old." Complainant says that "the weights according to the tariff were to be two head of cattle 3,000 pounds, one calf 500 pounds, and eight sheep 1,600, and the rates for the cattle 1½, for the calf and sheep twice the first-class rate. When the stock arrived it was billed as weight 17,000 pounds, and the freight amounted to something like $58, which would be more than for a full car of stock to Chicago from here. I refused to take the stock, but finally did so on the representation of the agent that there was some mistake which would be adjusted at once. There has been a correspondence going on ever since. The Chicago, Milwaukee & St. Paul Company allowed the error and offer to rebate, but the Northwestern refused to entertain the claim on the ground that I ordered the whole car. I gave instructions to Prof Curtiss in writing to crate the animals if the company required it, but if they would allow them to be penned in the car, as I had often done before, it would save trouble. I have brought sheep from Boston for less than they have charged in this instance."

Complainant asks an investigation at the hands of the commission. Your attention and early reply to the above are respectfully requested.

By order of the board.

Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

The letter to Mr. Whitman was by him turned over to Mr. W. H. Newman, third vice-president, for consideration, and on August 10th Mr. Newman says: "The matter will have prompt investigation." Mr. Codd was sent copy of Mr. Newman's letter August 13th. On September 13th, no information having been received in the matter, an inquiry was made of the general freight agent, asking "if a conclusion had been reached," to which, under date of October 5th, Mr. Newman says:

We found on investigation of this matter that the shipment had been charged exactly in accordance with the tariff and classification. It seems the shipper failed to crate the animals so as to get the benefit of lower rates. While overcharge had not been made, Mr. Codd did not seem satisfied with the explanation, and to avoid any feeling on his part that the company did not treat him fairly, an allowance of $7.50 on this shipment was paid him.

Upon the receipt of the above the following was sent Mr. Codd:

Please state whether you have received the amount named in accordance with the above, in order that, if so, the case may be closed upon the commissioners' records.

To which, on October 17th, Mr. Codd says: "The agent of the C. & N. W. has paid me $7.50," so the case is closed.

C. No. 20, 1894.

CITIZENS OF PORTLAND TOWNSHIP, ALGONA,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Highway crossing.

June 6, 1894, the following petition was filed with the board:

To the Railway Commissioners of the State of Iowa:

The undersigned respectfully represents that a public highway has been and is now legally established along and between section 31 in Portland township and section 6 in Plum Creek township, 97-28 in Kossuth county, Iowa; that the Chicago & Northwestern Railway crosses said highway on the section line between section 31-97-28 and section 6-96-28; that said highway has not as yet been open to public travel, but it now has become necessary to use said road for the convenience of the public and for the use of such persons as reside in the vicinity; that said road has been worked on this line of road and has been used by the public for a number of years except as across said railway; that said railway company has been notified by the proper authorities to put in a crossing on and over their railway and permit the public to cross their said railway and has neglected and refused to put in a crossing, and your petitioners request that you will fully investigate said matter as herein stated and order said railway to put in said crossing and remove all obstructions from their right of way that interfere with travel thereon.

G. C. ALLEN, SR., M. L. GODDEN, J. C. RAYMOND,
ELLIS MCWHORTER, P. T. FERGUSON, *County Attorney.*
Trustees of Portland Township. *Township Trustees Plum Creek.*

Copy of the same on its receipt was forwarded Mr. J. M. Whitman, general manager of the defendant road, and his attention and answer requested. No reply having been received, Mr. Whitman's

attention was again called to the case on June 21 and July 10, and on July 16 Mr. Whitman says:

CHICAGO, July 16, 1894.

Mr. W. W. Ainsworth, Secretary Iowa R. R. Commission, Des Moines, Iowa:

DEAR SIR—Referring to your letter of June 6th, enclosing a communication from Mr. G. C. Allen, and others, in regard to the opening of a highway on section line between section 31, Portland township, and section 7, Plumb township, Kossuth county.

As I have already advised you, attention to this matter has been delayed on account of the recent labor troubles. App'ication was made to the company in the month of September, 1892, for the opening of this highway over its right of way and track, and at that time the superintendent of our northern Iowa division was instructed to notify the proper authorities that the North-Western Company would not make any objection to the opening of this highway, and that it would waive any claim for land taken and for damages, and that the proper authorities might construct the crossing over our right of way and track; the only restriction being that the work should be done in a proper manner. Supt. Hughes advises me that this was communicated to the authorities under date of October 7th, 1892, since which time nothing further has been heard by any officer of the Northwestern Company regarding the matter until your communication of June 6th, 1894. The company is still willing to stand by its original offer, but must decline to construct a highway over its right of way and track at its own expense.

Yours truly,

J. M. WHITMAN,
General Manager.

Upon the receipt of the above the following was sent Mr. Raymond, attorney in the case:

July 18, 1894.

J. C. Raymond, County Attorney, Kossuth County, Algona, Iowa:

DEAR SIR—In further reference to the petition of C. G. Allen, Sr., et al., in relation to highway crossing in Plum Creek township, etc., enclosed please find copy of the answer of the C. & N. W. Ry. Co. to the same. If you have any reply which you desire to file thereto, you will please lay the same before this board at an early convenience.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Following is Mr. Raymond's reply, which was sent Mr. Whitman August 7:

ALGONA, IOWA, August 1, 1894.

W. W. Ainsworth, Secretary of the Railway Commissioners, Des Moines, Iowa:

DEAR SIR: In reply to yours of the 18th in relation to the opening of the highway on section line between section 31, Portland township, and section 6, Plum Creek township, Kossuth county, Iowa, will state as follows: That said highway has been established for a number of years; that owing to the country not being settled it has not been necessary to open it.

Now the public need a highway, and under the law the railway company should open their fences and put in the crossing with approaches thereto, but as this railway is poor (?), and also in the interests of harmony and to avoid litigation, if the railway will open its fences and put in a crossing the township will make the approaches. If the railway refuses to do this, we insist upon our rights under the law that the railway shall do all the work and open the highway and fix the same suitable for travel.

Respectfully,

J. C. RAYMOND.

August 9 Mr. Whitman replied as follows:

The company will, of course, remove its right of way fences at the site of the highway which it is proposed to lay out on section line between section 31, Portland township, and section 6, Plum Creek township, Kossuth county, whenever the authorities are ready to do the work, on the crossing, and Superintendent Hughes has been so advised.

The above was forwarded Mr. Raymond with this request:

Have you any reply which you desire to file with the commissioners in reference to this case? If so, kindly send at once.

An inquiry made September 15 was answered: "I have no reply to make," which must be presumed as closing the case.

C. No. 21, 1894.

A. CLARK, CANTON,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Damage to veal in transit.

On September 15, 1894, the following was received in the office.

CANTON, IOWA, September 14, 1894.

Hon. Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Last June I called on the station agent of the Chicago & Northwestern Railway Company at Monmouth, Iowa, to see if they carried dressed veal on their refrigerator car. He informed me that they did and told me what day to bring the same for shipment. On the 27th day of June I had one calf dressed and delivered at the station an hour before the train was due for fear of mistake. I went to the station fifteen minutes before the arrival of the train and was assured that it would go on board the train. A. Sutton, the drayman that took the veal to depot, was there and also A. Dye when the train came and they saw the calf put on board the refrigerator in good condition. On the 4th of July I received a note from the agent at Monmouth to pay the freight as the veal was condemned by the health officers. I called on the agent and he informed me that in order to make room in the car near Clinton the veal was taken from refrigerator car and put in the caboose and from there sent into Chicago by express; then in further conversation he stated that it was not put in the refrigerator car at all. Then I knew he was telling me what was not so and left him; but now I can see by the claim agent's letter that he had lied to him too. The value of veal was $8.05 and you can see that I had nothing to do with the express company as I have a receipt for freight. I have given you the facts as they are in the matter. I would most respectfully request you to assist me in my claim. Yours truly,

A. CLARK.

On receipt of the above the following was sent to Mr. Newman, third vice-president Chicago & Northwestern Railway.

DEAR SIR—I am directed to lay before you for your consideration and such attention as seems to you it may be worthy of, the enclosed communication from A. Clark, of Canton, Iowa, relative to alleged loss of veal, amounting to $8.05. This is not only interstate in its character, but is a private claim, a class of cases over which this board claims no jurisdiction, but the commissioners presume that if the facts are as stated by Mr. Clark, you will be willing to make an adjustment of the difficulty.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,
Secretary.

Mr. Newman replied on September 21st, saying, "the matter shall have prompt investigation," and under date of October 10th Mr. Newman says:

Our claim department advised that while the loss of Mr. Clark on the shipment of veal is not such a one as the company is liable for, there were some circumstances con-

nected with the shipment which indicate that our people may not have given the information to Mr. Clark as fully as they should as to the manner such shipments should be made, and for that reason the claim will be allowed.

Upon receipt of this statement Mr. Clark was asked to

"Kindly advise the commissioners when your claim is satisfactorily adjusted, in order that the case may be closed upon the records of the office."

And on October 18th the acknowledgment of Mr. Clark was received that he had been paid in full, which closes the case.

C. No. 22, 1894.

H. F. BOSQUET, PELLA.

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Dangerous explosives by freight.

Under date of September 29, 1894, H. F. Bosquet, of Pella, filed his complaint against the Chicago, Rock Island & Pacific Ry. Co., the main item of which was that the defendant road refused to handle and ship dynamite over their lines in Iowa greatly to the inconvenience and detriment of the said Bosquet. This subject having been fully considered by the commissioners in a former case incurring loss of life and a large amount of property, and the conditions not having materially changed, the following was directed to be sent Mr. Bosquet, which may be considered as closing the case:

October 25, 1894.

H. F. Bosquet, Pella, Iowa:

DEAR SIR—Your letter to the commissioners of date of September 28th, has been duly considered. Your proposition is that a refusal on the part of the C., R. I. & P. Ry. Co. to ship dynamite for its patrons will work a great hardship, as it is a necessity indispensable to the industries of the world, and that in the fulfillment of its obligations as a common carrier the railway company can not refuse to carry dynamite or high explosives.

A copy of the circular issued by the company has been submitted to the board, which closes as follows: "Agents are expected to take every precaution that property delivered to them for transportation is what it is represented to be, and connecting lines or shippers who deliver to this company high explosives falsely described, do so at their own peril and risk as to damage, accident or injury therefrom."

On September 26th, 1881, a car loaded with dynamite exploded on the track of the C., R. I. & P. railway at Council Bluffs, destroying two brick buildings belonging to the company, the car repair shops and the round house, also the tank and the tank house, the freight house, wood and ice houses; there were two cars completely destroyed, five burned, thirty-seven completely wrecked above the floor and seventeen slightly injured. The shock was very severe, and through the town a large amount of glass in windows broken. At Omaha the shock was severely felt. A hole was excavated below and around the exploded car of not less than seventy-five feet in diameter, and said to have been sixteen feet deep. One person was severely and another slightly injured. The explosion occurred while almost every one was attending the funeral services of President Garfield, or the loss of life might have been serious.

The commissioners made a full examination of the case at the time, and conclude that transporting dynamite by rail is not only dangerous and criminal, but is also unnecessary. The materials of which dynamite and nitro-glycerine are composed can be carried any where without risk or hazard. The combination that gives it force and power is purely chemical, requiring but simple apparatus for its manufacture, and that not specially expensive or difficult to move."

With this record, without the character of the explosive having changed in the thirteen years intervening, the board could not properly ask this railway company to transport dynamite on their trains.

A copy of the report will be sent you. It is discussed on pages 68 to 74.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

C. No. 23, 1894.

WM. OLINGER, THAYER.

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Train service.

On June 29th, 1894, Mr. Wm. Olinger and fifty-eight other citizens of Thayer, in a petition to the board, said:

Your honorable body is hereby respectfully requested to look into the advisability and necessity of the stopping of the west-bound train No. 3 of the C., B. & Q. at Thayer to take passengers, and the undersigned residents and citizens of Thayer and vicinity petition you to require said train to stop at said town for the above purposes.

The request was referred to General Manager W. F. Merrill of defendant road, asking his attention and reply, and under date of July 11th Mr. Merrill says:

Your letter of the 7th came duly to hand, and in reply I have to say: No. 3 is a through train for Denver, and its schedule time Burlington to Pacific Junction is nine hours (deducting 20 minutes dead time at division points,) or 30.66 miles per hour, not including stops. In order to serve the more important stations, will say we make twenty-four regular stops with this train in Iowa. In addition to this we make six extra stops for grade railroad crossings, which makes the time as fast as it should be.

We have already been asked to stop this train at several other points, such as Danville, Lockridge, Melrose, Russell, Lucas and Woodburn, all of them larger and more important towns than Thayer. Aside from the reasons above enumerated, and the further fact that Thayer is located at the foot of one of our heaviest grades, that station has ample facilities at present, evidenced by the following: Trains carrying passengers, east-bound: No. 12, 12:15 A. M.; No. 92, 6:05 A. M.; No. 10, 7:42 A. M.; No. 4, 2:58 P. M.; No. 80, 4:10 P. M. Trains carrying passengers, west-bound; No. 11, 2:33 A. M.; No. 71, 8:20 A. M.; No. 91, 11 A. M.; No. 9, 7:07 P. M.

If passengers for the west from Thayer want to take No. 3 they can do so by going to Afton on No. 91. In view of all the facts as above stated I do not see how we could consistently comply with this request.

Copy of Mr. Merrill's answer was forwarded petitioners and on July 13 they make the following reply:

THAYER, IOWA, July 13, 1894.

DEAR SIR—In answer to yours of the 12th inst. will say that we do not have the use of No. 80 at 4:20 going east as you say, but must go west to county seat usually at about 11 A. M. and back on No. 4 at 2:30 out of Creston, leaving us only two hours to do business and that just at the noon hour when people are at dinner.

F. HENRICK.

THAYER, IOWA, July 13 1894.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—Yours with General Manager Merrill's reply received. We have the following points for you to consider: (1) Creston is the county seat of Union county

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and consequ:ntly there are a great many farmers that are obliged to drive from twelve to eighteen miles to get there. (2) Now No. 71 due here at 8:20 is on time not oftener than twice a week as a rule and women and children are obliged to walk back the length of the train in order to board here. No. 91 is often late and it is also uncertain about making connections with No. 3 at Afton. No. 80 has not been carrying passengers for a year from our town and does not at this date. No. 11, as you can see, passes Thayer at 2:33 A. M., which is no accommodation to us at all, it going before day. No. 9 runs at 7:07 P. M., which necessitates parties staying in Creston over night in order to do business at the county seat. We do not think we are asking anything unreasonable and trust you will comply, or have the railroad comply with our request, which is just and right.

Trusting that we may receive favorable reply from you this time, I am

Yours, etc.,

WM. OLINGER.

The copies above were forwarded Mr. Merrill asking answer and consideration, and on July 31 Mr. Merrill makes the following reply, which may be considered under the existing conditions to be fairly satisfactory and will close the case:

We have made arrangements for No. 86, leaving Creston at 6:36 P. M., to carry passengers between Creston and Osceola. This will give people a chance to get home in good season after visiting the county seat at Creston. So far as No. 3 is concerned, for the reasons I gave you before, it is simply impossible for us to stop it there. It is our only fast train to Denver, and the connections are such that, if we increase the stops, we cannot make the time.

C. No. 24, 1894.

CITIZENS OF SANDUSKY, BY GEO. W. NEWMAN, vs. ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD CO. — *Train service.*

Under date of July 7, 1894, Mr. George W. Newman, of Sandusky, addressed a complaint to the commissioners against the defendant road alleging insufficient train service, but with so little of a specific nature that the board directed the following sent Mr. Newman:

July 11, 1894.

Geo. W. Newman, Sandusky, Iowa:

DEAR SIR: In response to yours of the 10th inst., complaining of insufficient train service and of discrimination in passenger rates, I am directed to request you to make a more specific statement in regard to these matters. Please state what trains carrying passengers now stop at your place each way, and at what times in the day or night; also, if you can do so, give the passenger rates to and from your point to other points where, as you say, you often are "charged more than passengers who ride a greater distance," together with the rates to these less distant points to which you allude.

On receipt of your communication the matter will be taken up by the commissioners.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

In reply to the inquiry Mr. Newman says:

KEOKUK, IOWA, July 12, 1894.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: Your reply asking for a more specific statement of our claim against the St. Louis, Keokuk & Northwestern Railroad Company is received.

Sandusky is north of Keokuk some five miles—it may be considered a suburb of that city. A number of its citizens are employed there in the trades and professions; our interests are closely identified with it; business calls us there more times than to any other station—perhaps more than to all others.

When this road was built the right of way and a station house costing seven hundred dollars ($700) was presented to the company, which pledged itself to stop all trains when needed. We found no fault with the running of the trains until last year—a fast train took the place of the one which accommodated us. We were promised a change—instead of that came continued disappointment. By the following statement you can see what trains stop here: North, 8:50 A. M., 1:50 P. M. South, 11:55 P. M., 4:19 P. M., 10:15 P. M.

We need and desire the use of a train going south in the morning and north in the afternoon. Trains going south at 9:20 A. M. and north at 6:10 P. M. would suit us very well—better than the five trains that now stop here. The trains specified pass here daily but do not stop; we ask them to stop only when flagged. They can stop without injury to the business of the company. This is shown by advertising they would stop here on the 4th inst., and by stopping at larger stations for longer time than is necessary.

In regard to the second charge of discrimination in passenger fares: The company offers special rates for Sunday travel and excursions—we are charged full fare because we do not have tickets, and we do not have them because the company will not sell them to us, having no agent here.

Trusting you may be able to further our interests and thanking you for the consideration and promptness you have manifested thus far, I remain,

Very sincerely,

GEO. W. NEWMAN, Sandusky, Iowa.

Upon the receipt of Mr. Newman's statement, a letter was addressed to General Manager Brown as follows:

July 18, 1894.

W. C. Brown, Gen. Mgr. St. L., K. & N. W. Ry. Co., St. Joseph, Mo.:

DEAR SIR: On July 11 this board received a communication from Geo. W. Newman, of Sandusky, Iowa, which stated in substance that "those trains which alone would accommodate us are needlessly prohibited from stopping here; second, we are often charged more than passengers who ride a greater distance." This being too indefinite a complaint to base any action upon, the complainant was requested to make a more specific statement of his alleged grievances, in reply to which the enclosed communication was received, the same bearing date July 13, 1894. Mr. Newman asks that the train stop at Sandusky when flagged, that will carry citizens of that point to Keokuk in the morning and return in the evening. In reference to alleged discrimination in passenger fares, he says: "The company offers special rates for Sunday travel and excursions, and we are charged full fare because we don't have tickets, and we don't have tickets because the company will not sell them to us, having no agent here."

Your attention and such reply as you desire to file to each of these statements are respectfully requested.

By order of the board.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

In answer to which Mr. Brown says: "I will have this matter investigated and advise you of the decision later," and on August 22 Mr. Brown filed for answer the following:

ST. JOSEPH, MO., August 22, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to yours of the 4th inst. enclosing petition from Geo. W. Newman, of Sandusky, Iowa, for additional train service. This point, as you are aware, is situated five miles north of Keokuk. There is no town there and only a small depot, which is in care of a woman who acts as post-mistress. There are no stores nor any business done there, and the company has no side track. There are probably not over fifty people in the neighborhood who travel at all.

The service given this station is: North—No. 5 at 8:47 A. M.; No. 91 at 1:40 P. M.; No. 7 at 9:32 A. M. Sundays. South—No. 92 at 11:15 A. M.; No. 6 at 4:21 P. M.; No. 20 at 10:09 P. M.; No. 8 at 5:51 P. M. Sundays.

To meet competition we had to quicken our time on Nos. 13 and 14, both of which

are very heavy through trains, and to meet this reduction in time were compelled to make fewer stops, and this place, being one from which practically no business whatever is received, was cut out.'

I think when you take into consideration the amount of business we receive and the number of trains that now stop there, that you will agree that the facilities furnished are ample to accommodate the traffic. Yours truly,

W. C. BROWN,
General Manager.

Mr. Brown's reply was forwarded to Mr. Newman with request "that he make such reply as he desired to the commissioners," and under date of August 29th he says:

SANDUSKY, IOWA, August 19, 1894.

W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to general manager's enclosed communication, I would answer to the different statements: * * * Sandusky is considered a town. The woman who keeps the small depot is not post-mistress and never has been. There is a store, is business, and the company has a side track one-half mile north and another about one mile south. When the company did not practically boycott our station, five, ten, fifteen or more passengers would often use its trains to travel. The through, very heavy trains spoken of uniformly consist of one baggage, one mail car, two ordinary and three Pullman coaches. If it is true, in order to meet competition they had to make fewer stops, and that our station, "from which practically no business is received," was cut out, why is it that the company advertised for a week that the desired trains would stop here on the last 4th of July, and why is it that Chicago-bound passengers have to wait in Burlington some two hours before they can proceed?

If our town was situated to the south of Keokuk we would ask for no change. Nos. 7 and 8 would meet our wants, but now to make use of the cars we must stay in Keokuk until the next day or get other conveyance to return. We ask the trains to stop here only to receive or let off passengers. We believe the managers of the railroad are laboring under false impressions and against their own interests in their dealings with us and that our patronage might be made a desirable source of revenue to the St. Louis, Keokuk & Northwestern Railroad Company. In the interests of many, not merely of

GEO. W. NEWMAN.

Soon after the above letter was received at the office, Mr. Brown called and in conversation with the commissioners said he would try and make some change in the time of their local freights such as would accommodate the citizens of Sandusky if possible, and under date of October 8th Mr. Brown, in a letter addressed to the office, says:

I think I have arrangements perfected by which passengers from Sandusky and the other small places between Montrose and Keokuk can reach Keokuk at about 10:45 A. M., and leave Keokuk on their return about 2:30 P. M. This arrangement will become effective in a week or ten days or as soon as we can make change in time card.

This arrangement may be considered as closing the case.

C. No. 25, 1894.

H. J. GRISWOLD, WINTHROP, IA., FOR CITIZENS OF AURORA,
vs.
CHICAGO GREAT WESTERN R. R.
Train mail service.

July 30, 1894, the following complaint and petition was filed with the commissioners:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN: We, the citizens and shippers of Aurora, Buchanan county, Iowa, respectfully request that you have the night trains on the Chicago & Great Western Railroad stop and give us our mail. As it now runs we do not receive our eastern mail until 2:37 P. M., while Lamont receives the same mail at 7 A. M., Winthrop at 9 A. M. and Brush Creek at 11 A. M. You can see the injustice of the arrangement, and as the railroad books will show we are one of the best shipping stations they have, it is reasonable and right that we should be placed on an equal footing with competing points.

Aurora Savings Bank, A. A. McIntosh, Cashier; Chapman & King, C. H. Gunn, B. Cooley, Wm. Armbruster, J. F. Ripke, Wm. C. Amsden and 50 others.

A copy of the same was transmitted to Mr. Samuel Stickney, general manager of the defendant road, with the usual request that attention and answer be given such as he might desire to file, and as a result of such request the following was received:

ST. PAUL, MINN., August 27, 1894.

Mr. W. W. Ainsworth, Secretary, Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: In reply to your letter of the 31st of July, enclosing petition for the stoppage of certain trains at Aurora, Buchanan county.

We already have so many stops for these night trains to make at more important stations than Aurora, that we have great difficulty in making the schedule time, and it is absolutely impossible for us to make any additional stops with these trains and make the schedule. When our new west bound train is put on, September 15th, the eastern mail will arrive at Aurora at about 8:45 A. M., and the postmaster at Aurora can make arrangements with the postal department so that the mail from the west can also arrive by the same train. This can be done by taking the east bound mail on the night train through to Dyersville, or Dubuque, and return it on the train arriving at Aurora at 8:45 A. M., which we hope will meet their requirements. Yours truly,

SAM'L STICKNEY,
Act'g Gen'l Mgr.

A copy of Mr. Stickney's reply was furnished Mr. Griswold. Receiving no reply the following was sent Mr. Griswold:

October 1, 1894.

H. J. Griswold, Winthrop, Iowa:

DEAR SIR: Please note again copy of Acting General Manager Stickney's letter of August 27th, in relation to the additional train service to be inaugurated about that time, and the consequent new mail service accompanying the same, and state whether the train named in Mr. Stickney's letter has been put on, and whether the arrangements therein referred to are now being carried out, and acquaint the board with the character of the present service furnished your point. Very respectfully yours,

By order of the Board. W. W. AINSWORTH,
Secretary.

And in reply, October 23rd, Mr. Griswold says: "The mail service at Aurora has been changed and is quite satisfactory now," which closes the case.

C. No. 26, 1894.

CRIPPEN CREAMERY COMPANY, CRIPPEN,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY. — *Station service.*

On July 23, 1894, the following was received at the office of the board of commissioners:

EMMETTSBURG, IOWA, July 21, 1894.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: I write you at the request of the directors of the Crippen Creamery Company, of this county. Crippen is a mail station on the Chicago, Milwaukee & St. Paul Railway, and has been such mail station for the past three months. Near this station a company known as the Crippen Creamery Company, duly organized under the laws of the state of Iowa, erected a creamery, and their receipt of milk each day at said creamery is about ten thousand (10,000) pounds. From this creamery they ship each week to eastern points about 2,500 pounds of butter. The shipments are made exclusively on the 11:40 freight going east, and on numerous occasions said freight train is from two to three hours behind time, and during this time the creamery butter is allowed to remain exposed to the hot sun and dust. The railway company, although requested, have refused and still refuse to put in a platform for the accommodation of the public and said company. The company have made a proposition to the railway company that if the latter would build a platform for their accommodation that the creamery company would erect a shade over the same to protect their butter from the excessive heat. The creamery company have been damaged considerable on account of said butter being allowed to remain on the ground at said station exposed to the sun. What the creamery company desire is to compel the railway company to put in a platform at this point. The same will not only be an accommodation to the creamery company, but to the public as well. I understand that it is within your power to compel the company to put in said platform. Please let me hear from you.

Very respectfully,
THOS. O'CONNOR, *County Attorney.*

A copy of Mr. O'Conner's communication was forwarded to Mr. A. J. Earling, general manager Chicago, Milwaukee & St. Paul Railway with request that he make such reply as he might desire upon receipt. The matter appearing to be important and no reply having been received, on July 31 Mr. Earling's attention was again called to the case and in his reply, dated August 1, he says: "I have given instructions to have a short platform built at Crippen," and after several inquiries of Mr. O'Connor notice was received at the office saying: "The Milwaukee Company have complied with your order by erecting the platform at Crippen," which closes the case.

C. No. 27, 1894.

WEBSTER BROS. GRAIN CO., WAUCOMA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY. — *Warehouse site.*

July 27, 1894, the following was received at the office of the commissioners:

The complainant, Webster Bros. Grain Company, of Waucoma, Iowa, say that at different times during the years 1891-92-93-94 they have made application as the firm of Webster Bros., and afterwards as Webster Bros. Grain Company, for a location of a grain house at Jackson Junction, Iowa, a station on the Chicago, Milwaukee & St. Paul Railway; that the said company have a side track on the Iowa & Dakota division at Jackson Junction, on which there is nothing located but a stock yard; they also have a side track on the Chicago & Council Bluffs side, which there was nothing located on at the time of their first application; that they were notified at different times by the Chicago, Milwaukee & St. Paul Railway Company that they would not allow any grain houses built on either side of their track at Jackson Junction; that in the year 1892 they gave a lease to a party for a part of their grounds on the Chicago & Council Bluffs side for a lumber yard, and in 1893 the complainants were notified that they could not be furnished room for a grain warehouse and afterwards C. A. Goodnow, division superintendent, notified them that the lumber firm had agreed to allow a grain house to be built on part of their land and that Mr. Goodnow had given said land to Jacob Meyer, of Calmar, to build a grain warehouse, notwithstanding he had repeatedly promised the complainant, who then asked for location to be equally desirable as the one leased to Jacob Meyer and was promised a location.

The complainant then shipped their lumber, scales, and everything necessary for warehouse at that point, and hired the carpenters to build it. After waiting two or three weeks and holding lumber there on the side track, Mr. Goodnow came and said he could not give us location except in the bottom of a slough, which is the very worst location that could have been chosen, and utterly impossible to build there, and the complainants were therefore obliged to reship their lumber and pay freight. Since that complainants have been promised location, but the company have never told them positively they could not locate them until the present time when the g ain crop is upon us. The company have plenty of good land and good locations at said place; their north side track has nothing on it but a stock yard. We claim that this is the rankest kind of discrimination, as we made the first application and others were allowed to build and we were never allowed to do so.

We ask that you have the company show why they cannot locate us and that we be granted a location fully as good as the location granted the party already there, and who did not make the first application. As the company have delayed this thing as long as possible in order to evade giving us a positive answer, they should be made to grant us a location at the very earliest possible moment.

THE WEBSTER BROS. GRAIN CO.
A. Webster, President.

A copy of Messrs. Webster Bros'. communication was forwarded to Mr. A. J. Earling, Gen'l Mgr., of the defendant road, asking prompt action. Mr. Earling referred the matter to W. G. Collins, Gen'l Supt., who says on July 28th:

Your favor of the 27th instant to General Manager Earling, in his absence, referred to me. Superintendent Goodnow is also absent on sick leave. I am not familiar with the case, but will make prompt investigation of the same and advise you.

Under date of August 9th Mr. Collins says:

"In Mr. Earling's absence I beg to say that investigation developes that Webster Brothers had made an application for a location at Jackson Junction previous to the time the application of Miles McGovern was received, and that both parties had been

denied a location, as we could see no necessity for grain houses at that point, there being ample facilities for handling all the grain in that section of the country at Waucoma, Lawler and Fort Atkinson, adjacent stations on our lines.

Mr. McGovern appealed to the commissioners, and rather than have any controversy over the matter, we gave him a location. After giving his location, Webster Brothers again applied for a location and we offered to give them the most available one we had, which is west of the location given McGovern. We declined to give them a location east of McGovern's, as it would bring their building too close to our freight and passenger station, and necessitate some changes in our tracks, turn table, etc. We also declined to give them a location on the Iowa & Dakota division sidiog, for the reasons stated in Mr. Earling's letter to you under date of March 10, 1893.

We are still willing to give them a location on the house track, just west of McGovern's house. The ground is somewhat low, but some grading for a driveway will make it available.

A copy of this reply of Mr. Collins' was sent Messrs. Webster Brothers August 10th, and on August 14th their reply was received:

We claim that the location offered us is unfit for warehouse purposes, it being in a slough somewhere about fifteen feet below the grade. It is located behind a lumber yard with no outlet and where one of the officials admitted it was unsuitable and an insult to offer it for such purposes. We claim that the company have other grounds they can give us on the north side of the depot * * * and we respectfully ask that the board wi l view the site * * * and we will abide the decision.

In accordance with the request a member of the board visited the location, met the interested parties and as the result of the examination the following letter was directed sent Mr. Collins:

August 22, 1894.

W. G. Collins, Gen'l Supt. C., M. & St. P. R'y Co., Chicago, Ill.:

DEAR SIR: Referring to yours of the 9th inst., in relation to application of Webster Bros Co., of Waucoma, Iowa, for elevator site at Jackson Junction.

The 17th inst., Mr. Luke, by direction of the board, visited the locality in question, and there met Mr. Cosgrave, Div. Supt., and the complainants and examined the premises in question.

You state in yours of the 9th inst: "We are still willing to give them a location on the house track just west of McGovern's house." The place pointed out to Mr. Luke as the one where it was proposed to locate them, seems to him and to the board, from his report, to be clearly not a fit or proper place, under all the circumstances, to place an elevator. From the admitted facts in this case, it seems to the board that the complainants are clearly entitled to a proper site, being the first parties who applied, and it being conceded that they are fit and proper persons to conduct the desired business. If a site could be furnished immediately west of and adjoining the building of McGovern, now occupied by lumber, that would be a reasonable one, or if a site could be furnished on the north track across the street, west of the stock yards, that would be better for the purpose of an elevator. It seems to the commissioners that something better should be offered complainants than the site tendered and before referred to, and the board would like to have you again take the matter up and see if you cannot locate them satisfactorily, as they do not seem to be unreasonable in their request.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

Replies to the above were requested of Mr. Collins September 5th and September 13th, and on September 29th Mr. A. J. Earling says:

In regard to the location for a grain house at Jackson Junction for the Webster Grain Company, I have to say that the location on which the lumber yard is located has been offered to them, but they now state that they are not prepared to build until next spring.

Accompanying this Mr. Earling encloses the following from Webster Bros., which may be considered as closing the case before the commissioners.

WAUCOMA, IOWA, Sept 24, 1894.

C. A. Cosgrave, Superintendent, Mason City, Iowa:

DEAR SIR: Referring to the matter at Jackson Junction, will say that if we cannot get the north location we would prefer to let the matter rest for awhile, as we do not like to compel the party that has the lumber yard there to move. It is getting so late anyway that we think it better to let it rest, and will give you ample notice to get him off when we want to build if you cannot give us the north location. The lumber man will feel hard toward us if forced to move.

Yours truly,

(Signed) WEBSTER BROS.

C. No. 28, 1894.

JAS. V. MAHONEY, SIOUX CITY, vs. RAILWAY COMPANIES. — *Classification of glucose.*

On April 14, 1894, Mr. J. V. Mahoney, commissioner of the Sioux City Commercial Exchange, filed in the office of the board of commissioners letters of complaint from manufacturers of glucose syrup relative to the classification of their product. The commissioner's classification places this kind of syrup as fifth class. The railroad companies have of their own volition made a rate of five cents less per hundred pounds than the schedule rate of the commissioners, but refused to apply this less rate to syrups branded with fancy names, such as "Honey Drip," "Crystal Drip," etc., but insisted on charging and demanding the regular rate, although the goods so branded were pure and unadulterated glucose. Mr. Mahoney's letter and the accompanying communications were considered by the board at their regular meeting, and the following directed sent to Mr. Mahoney, which may be considered as closing the case:

April 18, 1894.

Jas. V. Mahoney, Commissioner Sioux City Commercial Association, Sioux City, Iowa:

DEAR SIR—Yours of the 14th inst. in relation to shipments of glucose and glucose syrups, has been received and submitted to the commissioners.

I am directed to say in reply that under the schedule of rates fixed by the board and now in force in this state glucose, grape sugar and syrup in barrels in carloads take fifth class rates. It appears from the communications accompanying your letter that the roads in the Western Freight Association have voluntarily made a commodity rate on the same articles of five cents per hundred weight less than fifth class. Now if in applying that lower rate no discriminations are made as to shipments in this state, it does not seem to the commissioners, as at present advised, that there is any good ground for a protest on their part against the rule in question being applied to shipments in the state of Iowa, as suggested in your communication. If the classification and rate on the articles in question as fixed by the board are too high, or should in any other respect be changed, on a proper application being presented that matter would be taken up by the board and determined in the usual way.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

C. No. 29, 1894.

M. F. HELMER, MECHANICSVILLE, IOWA,
vs.
CHICAGO & NORTHWESTERN RAILROAD.
Farm crossing.

Under date of April 30 Mr. M. F. Helmer, of Mechanicsville, filed the following complaint:

MECHANICSVILLE, IOWA, April 30, 1894.

Iowa Railroad Commission:

Whether or not it comes under your jurisdiction, I wish to call your attention to my private crossing on the Chicago & Northwestern Railway, midway from Lisbon to Mechanicsville, in Cedar County. Last summer they raised the track and left a steep grade where fifteen or twenty wagon loads of earth or stone are required to make it safe for teams to cross. I especially call your attention to the gates. They are each 14 feet in length and each contain 70 feet of rough pine lumber, fastened at one end between two posts in such a manner that the weight must be lifted and carried around, and it requires the strength of a man to open or shut them. This is right in front of my door, and the only way I and my family have of ingress or egress with the outer world. I appeal to you for relief. The necessary grading I could do if assured of getting the pay for work.

Very respectfully,
M. F. HELMER,
Mechanicsville, Iowa.

The same was forwarded to Mr. J. M. Whitman, general manager of the Chicago & Northwestern Railway, on May 3, to which on May 14 Mr. Whitman replied, saying: "I will advise that this crossing will be put in proper condition," and on July 9 Mr. Whitman says: "I will now advise that Mr. Helmer's crossing has been put in good condition," and on July 20 Mr. Helmer says: "In regard to my private crossing, the railway company have the gates and grading done in proper condition," which closes the case.

C. No. 30, 1894.

CITIZENS OF MARENGO, BY C. W. CARTER,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.
Unsanitary condition of out-buildings.

On April 14, 1894, the following was received at the office:

To the Honorable Board of Railroad Commissioners:

We, the undersigned citizens of the town of Marengo, Iowa, desire to call your attention to the urgent necessity of having privies and water closets erected at the station of the Chicago, Rock Island & Pacific Railroad, upon whose line this town is situated. There are no adequate accommodations of the kind above mentioned and the lack of same causes great inconvenience to the traveling public. We therefore pray that you will give this matter your early attention.

(Signed) A. J. Oldaker, C. W. Carter, C. J. Wilke, B. T. Murphy, Th. Clark, J. R. Lillie, and 120 others.

This complaint was forwarded to Mr. W. H. Stillwell, division superintendent, with request that he give it attention, and on May 2d he says:

Replying to yours of the 17th attaching complaint from A. J. Oldaker and others, of Marengo, will say that our people had intended to build a new depot at that point, but owing to the hard times, have had to put it off; and will also say that we will take action at once regarding the complaint mentioned in their petition.

A copy of Mr. Stillwell's reply was sent the complainants and they were requested to reply if they so elected, and on May 18th Mr. Carter says:

I have nothing further to say than the old complaint with lots of new complaints. It is a shame for the traveling public, and there should be something done at once.

Mr. Stillwell's attention was again called to the necessity of immediate action, and after one of May 29th and one of June 4th, the following was sent:

June 21, 1894.

W. H. Stillwell, Supt. Iowa Division C., R. I. & P. R'y Co., Des Moines, Iowa:

DEAR SIR. I am directed to call your attention to letter from this board bearing date of June 4 in relation to the complaint of the sanitary condition of your buildings at Marengo, Iowa, and to inquire whether anything has as yet been done in that case.

Very respectfully yours,
W. W. AINSWORTH,
Secretary.

By order of the Board.

This last brought from Supt. Stillwell the following reply:

Yours of the 21st, relative to complaint of the sanitary condition of our buildings at Marengo, Iowa. Have requested Mr. Preston to advise us as to what has been done and will write you as soon as I hear from him.

And in further reply Mr. Preston says:

DES MOINES, June 23, 1894.

Hon. Board of Iowa R'y Commissioners, Des Moines, Iowa:

GENTLEMEN: Your favor of June 21st, 1894, to W. H. Stillwell, Div. Supt., referred to me. We expect in a short time to put up an entire new passenger house at Marengo (some of the material for it is now on the ground), when we shall put in the necessary accommodations, the want of which I understand is now complained of. As soon as we can get our new building up, which we expect to do within the next forty days, our old structure now in use will be done away with entirely.

Yours truly,
J. H. Preston,
Div. Roadmaster.

This seeming to give a hopeful view of the case, Mr. Carter was notified and requested to inform the commissioners when the much needed improvement was completed; this was on June 25th. Not being able to get any reply from Mr. Carter as to whether he and the citizens of Marengo are satisfied with the present status of affairs, and as the commissioners have the personal knowledge that a new depot has been built at Marengo, at quite a distance from the old site, with a tidy and cleanly appearance, it is presumed the cause of the complaint is removed and the case is closed.

C. No. 31, 1894.

W. V. SINDT, HOLSTEIN,

vs.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Sidetrack to warehouse.

On August 6, 1894, the following was filed in the office:

HOLSTEIN, IOWA, August 2, 1894.

To the Honorable Board of Railway Commissioners of the State of Iowa:

DEAR SIRS: The Chicago & Northwestern Railway Company at this place commenced action against me for refusing to remove grain elevator partly located on their depot grounds, for the purpose, as they claimed, to extend a switch to a mill and lumber yard, also to increase their switching facilities. We finally came to an agreement whereby they would lay switch immediately after the buildings were removed six feet from line of my lot. Two weeks have elapsed since I filled my part of the agreement, but they have made no effort to lay switch, and from good authority that they are making no preparations to do so. Under existing circumstances and conditions I am unable to load from elevator into car, as I am nineteen feet from nearest rail. I make the above as a complaint against the Chicago & Northwestern Railway Company, and wish you would give the matter prompt attention, or advise me at once the proper course to pursue.

Respectfully yours,

W. V. SINDT.

On August 9 the complaint was forwarded Mr. J. M. Whitman, general manager of the defendant road, with the following letter:

DEAR SIR: Enclosed please find copy of complaint of Wm. V. Sindt, of Holstein, Iowa, in relation to his inability to reach his elevator with grain owing to alleged failure on the part of your company to construct a side track as per agreement, to which your immediate attention and reply are respectfully requested by the board.

By order of the board.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

To which in reply on August 9th Mr. Whitman says:

Work on the contemplated change on our yard at Holstein was commenced a few days ago and shipping facilities for Mr. Sindt are probably restored by this time.

Mr. Sindt was sent copy of Mr. Whitman's reply and requested to notify the office of the progress made, and on August 30th he says: "I have shipping facilities and expect to see the entire switch completed in a few days," which closes the case.

C. No. 32, 1894.

J. P. MANATREY, FAIRFIELD,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Excessive freight charges, and attendant with live stock, L. C. L.

Under date of November 12, 1894, Mr. J. P. Manatrey, of Fairfield, wrote the board asking "if the railroad company could compel him to purchase a ticket for an attendant to accompany less than car load of live stock, or rather to accompany one calf shipped by freight." In reply the following letter was sent him:

November 14, 1894.

J. P. Manatrey, Fairfield, Iowa:

DEAR SIR—Referring to yours of the 12th inst. inquiring in regard to rules, etc., obtaining in the matter of transportation of live stock in less than car loads, I am directed to say that a copy of the commissioners' schedule of reasonable rates, with amendments thereto, specifically referring to the subject matter of your letter, the amendment taking effect July 25, 1893, will be sent to you under another cover. I am also directed to say that in the application of this schedule no attendant can be required to accompany less than car load shipments of live stock.

Very respectfully yours,

By order of the Board.

W. W. AINSWORTH, *Secretary.*

C. No. 34, 1894.

J. B. TODD, MANILLA, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Station privileges—hotel runners, permission of to canvass for business at station.

Under date of June 4, 1894, the following was received at the office of the commissioners:

The Iowa R. R. Interstate Commission:

GENTS: We, the undersigned, have written to your honorable board to request an opinion and advice in the following matter: We are owners of two hotels, each run individually, in the above town; at the same place there is an R. R. depot hotel, the railroad company have forbidden us going beyond a certain line, totally out of the way, to canvass for our business, and also even to call for our houses, whilst the proprietor or leasor of the railroad hotel stands on the platform and jostles and canvasses every passenger that arrives on trains. Are we not entitled by equity and law to enjoy the same privileges as the leasor of the depot hotel, and can the railway company discriminate between us by not giving us equal rights, and also, how can we act in the matter?

The favor of an early reply will oblige

H. Y. DYSON,
Owner and proprietor of Manilla House.

J. B. TODD,
Owner and proprietor of City Hotel.

Mr. A. J. Earling, Gen'l Mgr., C., M. & St. P. Ry., was furnished with a copy of the said complaint on June 5th, with the request that he give it consideration and report.

Before a reply was received from Mr. Earling a subsequent letter was received from the complainants asking an early decision or action in the case, and in response to this last request the following was sent by order of the board:

June 21, 1894.

H. Y. Dyson and J. B. Todd, Manilla, Iowa:

GENTLEMEN: Yours of the 18th inst., asking for a decision of the matter you submitted to the board under date of June 4, received. You were informed under date of June 5 that a copy of your communication had been forwarded from this office to the general manager of the company, and as soon as the answer was received you would be notified. No answer has yet been received, and the attention of the company will be again called to the matter. It is usual for the commissioners to give a reasonable time for all the parties to a controversy to be heard before rendering any decision.

Railway companies are required by law to see that their depots and station grounds are rendered safe and reasonably comfortable for their passengers, and have the right to adopt and enforce regulations, reasonable and necessary, to accomplish those ends, and have the right to impose such restrictions upon third persons as to admission to such grounds as the convenience of their business and the comfort of their

passengers may be thought to require. A leading text writer and authority upon the subject under consideration, in stating the law applicable thereto, has used language as follows:

"Such regulations, however, must be general and impartial, and no superintendent or other officer of the road will be justified in arbitrarily ordering a person to leave such premises merely because such superintendent or officer has become offended at his conduct to himself, or for a supposed violation of some rule of the company of which the person had never in fact been guilty. * * * Thus where the frequenting of hotel keepers or their servants at such depots, in order to solicit patronage to go to their hotels, is an annoyance to the passengers, or occasions an interruption or hindrance to the company's business, the superintendent or other officer in charge may make a regulation to prohibit it. And so he may prohibit the entrance of hacks, omnibuses and other vehicles into such grounds by a general rule for that purpose. The station is the private property of the company, subject to the right of the public to enter it for the purpose of travel upon the road, or to send or receive their goods by it or to transact other legitimate business there; but the privilege to enter for any other purpose is subject to the control of the company, and if, after notice of such prohibition, such persons enter upon the forbidden ground and refuse to leave when ordered to do so, they may be forcibly ejected by the company. But the law will not permit undue or unreasonable preferences to be given, in the right to be admitted upon such grounds, among those who conduct themselves in an orderly manner, nor will exclusive privileges be allowed to some in plying their business there which are denied to others."

After all the facts in the case are before the commissioners they will be better enabled to determine whether the railway company in question has violated the law in your case.

Very respectfully yours,

By order of the Board.

W. W. AINSWORTH,
Secretary.

On June 26th Mr. Earling's reply was received, which is as follows:

CHICAGO, June 25, 1894.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to yours of the 5th, enclosing copy of a communication from H. Y. Dyson and J. B. Todd, proprietors of hotels at Manilla, Iowa, I beg to quote the following, which is taken from the report of Superintendent Goodnow, on the matter:

"Up to within a short time it has been customary for the runners from the two hotels mentioned to board our way cars and almost fight for passengers. They have also invaded the platforms and waiting rooms of the depot for the purpose of soliciting patronage. In order to protect the traveling public it was necessary to make some regulation for their government. They were, therefore, barred from boarding way cars, and a line was established on the platforms beyond which they are not permitted to go. I have personally looked into the matter and believe that the limits established give them full opportunity to reach the passengers arriving on either division, and that there is no discrimination." Yours truly,

A. J. EARLING, *General Manager.*

As nothing further has been brought to the attention of the commission that would seem to justify action on their part, the case is closed.

C. No. 36, 1894.

D. JOYCE, BY V. HINRICHS, AGT., CARROLL, IOWA.

VS.

CHICAGO & NORTHWESTERN RAILWAY COMPANY AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Excessive freight charges on lumber. Greater charge for short than for long haul.

On May 19th Mr. V. Hinrichs, of Carroll, as manager of various lumber yards, owned by Mr. D. Joyce, filed a complaint against the defendant roads, alleging excessive freight charges from Lyons to points west on their respective lines. The specific complaint is that a rate is made from Lyons to Council Bluffs of eight cents per cwt., while from Lyons to the intermediate points at which their lumber yards are located, the defendants insist upon charging the commissioners rates, all of which rates to said points are in excess of the eight cents charged to Council Bluffs; whereas the distance in each case is much less, thus charging a greater amount for the short than for the longer haul over the same line of road. After some subsequent correspondence and the filing of a specific bill of over-charge claimed of defendants, the matter was taken up in the usual order with Mr. Bird, Freight Traffic Manager, of the C., M. & St. Paul railway and Mr. McCullough, Gen'l Freight Agent of the C. & N. W. railway, requesting them to "send this office copy of your lumber tariff making an eight cent rate on lumber from Clinton and Lyons, Iowa, to Council Bluffs, Iowa, and stating when such tariff took effect." In reply to the above request under date of July 16, Mr. A. C. Bird says: "Replying to your favor of the 10th inst., I enclose you as requested tariff No. 954, showing rate on lumber from Clinton and Lyons to Council Bluffs. I also enclose cancellation notice No. 9,537."

Under the same date Mr. H. R. McCullough, of the C. & N. W., says: "Answering yours of the 10th inst., in reference to rate on lumber from Clinton and Lyons to Council Bluffs, our rate on lumber between these points is the Iowa distance tariff $.1155 per one hundred pounds, and we have not had any less rate in force over our road." Upon the receipt of the tariff sheet from Mr. Bird, the following letter was sent him:

July 18, 1894.

A. C. Bird, Freight Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—Mr. V. Hinrichs, manager for D. Joyce, lumber dealer, writing under date of June 26, 1894, from Carroll, Iowa, in relation to alleged over-charge on certain lumber shipments, says: "Our complaint of May 19th was based on injustice in freight charges by the Chicago, Milwaukee & St. Paul Railway Company in shipments from

Lyons, Iowa, to points in the interior of Iowa, where we have yards. On May 12, 1894, the Chicago, Milwaukee & St. Paul Railway Company issued a tariff from Clinton and Lyons, Iowa, to Council Bluffs, Iowa, or Omaha, Nebraska, of eight cents per hundred pounds. The Chicago, Milwaukee & St. Paul Railway Company refuse to correct freight bills at the following stations, where the rate is as follows: Coon Rapids, .0966; Dedham, .0987; Templeton and Manning, .1008; all of these stations being on the main road from Lyons and Clinton to Council Bluffs, consequently we are obliged to pay a greater charge for short hauls than for long hauls, condition being the same."

In connection with the above, Mr. Hinrichs files the enclosed claim for overcharge on shipments between May 12 and 28, 1894, total amount being $73.46, this statement being accompanied with the original paid expense bills.

This matter is laid before you for your consideration and such answer as you may desire to file with this commission. Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

In reply to which, on July 20, 1894, Mr. Bird says:

I beg to acknowledge receipt of your letter of 18th inst., which relates to claim of D. Joyce, lumber dealer. If you will forward me the original expense bills which he has placed on file with you, I will correct the charges down to 8 cents per hundred pounds on shipments to intermediate points on the direct line, which I believe covers all the points which you mentioned in your letter.

Mr. Hinrichs, as manager for Mr. Joyce, was furnished with a copy of Mr. Bird's reply proposing to adjust his claim, and also with the reply of Mr. McCullough, of the Chicago & Northwestern, in which he says: "No 8-cent rate such as is claimed has been put in on the Chicago & Northwestern Railway between Clinton or Lyons and Council Bluffs, and that only the Iowa commissioners' rates are in use." On July 24 Mr. Hinrichs files his acknowledgement of the information and adds:

I have been trying to find a tariff naming an 8-cent rate from Clinton and Lyons to Council Bluffs, but have failed to find such a tariff. Find that the rate had been made from the above-named places (of 8 cents) to Omaha, Neb., of which, no doubt, you have a copy in your office. Whether you have jurisdiction on rates made from Clinton to Omaha I am not positive. However, should think that we were entitled to a rebate for same reason as on the St. Paul road. Kindly advise me in this matter.

Mr. Hinrichs was informed that freight from points within the state to points outside of the state was interstate, and that over such freight the Iowa commission had no jurisdiction, and the other case having been satisfactorily adjusted the case is closed.

C. No. 37, 1894.

BIGELOW BROS., NEW HAMPTON, IOWA,

vs.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

The following complaint was filed with the board on May 19, 1894, by Bigelow Bros. Company, of New Hampton:

Your complainant alleges that they are a co-partnership doing a lumber business at New Hampton, Chickasaw county, state of Iowa, under the name and style aforesaid.

That the defendant, the Chicago Great Western Railway Company, is a corporation duly organized and operating a railway in and through said town and county.

That the complainant has a lumber yard near the track of the defendant's railway in New Hampton; that the Chicago, Milwaukee & St. Paul Railway Company operates a railroad through said county, and intersects and crosses the defendant's railroad at New Hampton, and by means of a "Y" is made to connect with the defendant's railroad so intersected and crossed; that the complainant has car loads of lumber and other material frequently shipped from abroad over the line of the Chicago, Milwaukee & St. Paul Railway Company's road to said town; that it is then the duty of the defendant to draw over its road the cars of such connecting railway when requested to do so, and it is also the duty of defendant to afford all reasonable, proper and equal facilities for the interchange of traffic between the respective lines aforesaid and for the receiving, forwarding and switching of cars from said road.

That on the 27th day of January, 1894, the complainant requested the defendant, through its agent, to switch and transfer a car of material for said lumber yard from the Chicago, Milwaukee & St. Paul Railway Company's line to a place near complainant's lumber yard on a side track of the defendant's road; that the defendant refused to transfer said car as requested; that the complainant offered and was ready and willing to pay a reasonable compensation therefor; that the place to which complainant wished said car transferred was a reasonable one and it was within the power of defendant to afford such facility.

That the defendant has not, and does not now, and refuses, according to its powers, to afford all reasonable, proper and equal facilities for the interchange of traffic between the respective lines of railway aforesaid, and for the receiving, forwarding and switching of cars from said railroad to defendant's line.

That the defendant, the Chicago Great Western Railway Company, fails to comply with the laws of the state of Iowa as herein set forth.

Wherefore, the complainant asks that the railroad commissioners of the state of Iowa investigate the matters complained of herein in such manner and by such means as said commissioners shall deem proper, and that the defendant be required to switch and transfer cars from said connecting railway for the purpose of being unloaded upon such terms and conditions as may be prescribed by the board of railroad commissioners.

J. R. BANE, *Attorney for Complainant.*

The same day on which the complaint was received a copy thereof was forwarded to Mr. Samuel Stickney, acting general manager, at St. Paul, asking him to "kindly give this matter your immediate attention and early reply." Not having received a reply on May 29 Mr. Stickney was again addressed as follows:

May 29, 1894.

Samuel Stickney, Acting General Manager Chicago Great Western Railway Company, St. Paul, Minn.:

DEAR SIR: Have you arrived at any conclusions in the complaint of Bigelow Bros. Company, of New Hampton, Iowa, against your company, copy of which was sent you on May 19?

By order of the board. Very respectfully yours,

W. W AINSWORTH, *Secretary.*

In response to the above and second call on Mr. Stickney he files on June 8 the following as his answer:

ST. PAUL, MINN., June 6, 1894.

W. W. Ainsworth, Secretary Board of Railroad Commissioners Des Moines, Iowa:

DEAR SIR. In reply to your favor of May 29th, asking if we have arrived at any conclusion in the complaint of Bigelow Bros., of New Hampton, Iowa, against our company, I have to reply as follows:

That the Bigelow Bros. Company's lumber yard is not located on any railroad tracks, although it is more convenient to our tracks than to those of the C., M. & St. P. R'y and that the Bigelow Bros. have a lime house on our house track. Our principle is, and always has been, to switch cars for any industry located on our tracks; but it has not been our custom, nor do I think it is the custom of any railroad company, to

switch cars to their team delivery tracks simply to suit the convenience of the shippers of a competing line. To do this kind of switching would be similar to switching to our freight house a car that had been consigned to Dubuque via the C., M. & St. P., simply because the consignee's store was nearer our freight house than that of the C., M. & St. P.

I presume the duty of a railway company is to perform such interchange and switching as is necessary to enable a shipper to make a shipment, without the necessity of going to another town with his teams in order to haul the freight from one company's station to the station of an intersecting line, or to haul his freight from such station to his own station where it would be more economical to haul it by train.

It does not seem reasonable that proper facilities for the interchange of traffic between the two railroad companies should be construed to mean that one railway company, which has its station nearer the heart of the town, should be compelled to do all of the receiving and delivering of traffic for the other railway, which has its station at a greater distance from the heart of the town. The capacity of our team delivery tracks at New Hampton is very limited and we could not undertake, even if it were necessary and desirable, to handle *all* the freight of the C., M. & St. P. R'y Company at that point. We are, however, entirely willing to accommodate Messrs. Bigelow Bros., and will try to give them no cause for complaint in the future. Yours respectfully,

SAM'L. STICKNEY, *Acting General Manager.*

A copy of the answer of Mr. S. was forwarded Mr. Bane, attorney for plaintiffs, under date of June 9, and on June 12th the latter transmitted to this office the following copy of General Freight Agent Stohr's letter, which would seem to close the case satisfactorily as Messrs. Bigelow Bros. get the relief asked for.

ST. PAUL, MINN., June 8, 1894.

Messrs. Bigelow Bros., New Hampton, Iowa:

GENTLEMEN: I understand that you feel grieved because of the declination of this company to switch lumber from the C., M. & St. P. transfer to our team track. I have examined into the matter and find that the case under consideration appears to have been in retaliation against roads that have refused to do like service for this company at other points. A refusal to switch on the part of all companies to and from their team tracks is common railroad practice, and the legality of their action has never been questioned. The general principle has been under consideration by the management of this company, and it has been decided that this company will switch cars at all junction points, for all railroads or individuals, regardless of the position of other companies towards it. This company is in the transportation business, and will undertake to do to the best of its ability, and at a reasonable price, whatever transportation is offered it, regardless of the distance hauled. Thanking you for calling our attention to the matter, I am Yours truly,

P. C. STOHR, *General Freight Agent.*

C. No. 38, 1894.

WISS BROS, ALTA, IOWA, vs. ILLINOIS CENTRAL RAILROAD COMPANY.

Over-charge on live stock, prior to acceptance of Commissioners' Schedule and pending injunction proceedings.

January 28, 1893, the following complaint was received in this office:

STORM LAKE, IOWA, January 27, 1893.

To the Board of Railroad Commissioners:

GENTLEMEN: Messrs. Wiss Brothers, of Alta, this county, shipped cattle and hogs from Alta to Sioux City in 1888, 1889, 1890, 1891 and 1892 via Illinois Central R. R., for which they were over-charged by the company. I attach hereto a schedule showing the several dates, kind of shipment, weight, charge and amount of over-charge as I calculated the same from the schedule of rates fixed by your board, showing amount of $298.10 total over-charge. I have served (yesterday), a duplicate of the same on the railroad company here. Will you be so kind as to examine into the matter and do what you can to adjust the same. Yours truly,

H. F. GALPIN, *Attorney for Wiss Brothers.*

Accompanying the above letter was a list or schedule of ninety-two shipments, made over the defendant road, with the amount claimed to have been over-charged on each separate shipment, which amounts varied from twenty-six cents to six dollars and fifty-eight cents per car. Some matters relating to this over-charge not having been as fully explained by Mr. Galpin as the commissioners desired, the following letter of inquiry was sent him:

February 8th, 1893.

Henry F. Galpin, Esq., Storm Lake, Iowa:

DEAR SIR: Your letter of January 27th received, as was also the accompanying papers. The commissioners instruct me to ask you

First. The distance from Alta to Sioux City?

Second. Whether switching charges are made from the Illinois Central depot to the packing houses or stock yards, or whether these charges are included in the bills of which you complain?

Third. Whether you have, in the years in which these shipments were made, placed the Illinois Central in the class to which it belongs?

You are probably aware that the executive council classifies the roads in the A, B and C classes, and by reference to page 5, schedule of reasonable maximum rates, that class B roads are allowed a rate 15 per cent higher than class A; and class C roads a rate 30 per cent higher. If you will examine the list of over-charges sent the board with this classification in view and are satisfied you are correct, the board will take the matter up with the railroad company.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

In reply, on February 15th, Mr. Galpin says: "The distance from Alta to Sioux City is 74 7-10 miles, and I am informed that no switching charge is made. In making up my schedule I classed the Illinois Central railroad where I found it belonged, according to the best of my knowledge and ability." On February 23rd a copy of Mr. Galpin's communication was transmitted to Mr. J. T. Harahan, second vice-president of the Dubuque and Sioux City railroad, and such reply requested as he might desire to file with the commission. Under date of February 27th Mr. Harahan says: "Will give the matter the necessary attention."

Nothing more having been received from Vice-President Harahan the following was sent:

April 1, 1893.

J. T. Harahan, Second Vice President Illinois Central Railroad Company, Chicago, Ill.:

DEAR SIR: Will you kindly state whether your investigations are concluded in matter of complaint of Wiss Bros. of Alta, Iowa, filed by H. F. Galpin, of Storm Lake, their attorney, and concerning which you wrote this board on February 27, and if so will you please file answer of your company at an early date?

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

to which, on April 8, Mr. Harahan says:

As the alleged over-charges cover a period of five years, and it is necessary for us to examine our books containing the record of each of the shipments, as well as the

way bills therefor, we have not yet been able to complete the investigation. As soon as we are able to conclude this investigation and get our information in intelligible shape, we will give you a prompt reply.

After nearly two months' waiting, Mr. Harahan was again asked: "Have you reached any conclusion in regard to the Wiss Bros'. claims?" On June 7th he replied as follows:

* * * We have received several claims similar to this one, and we are making a very careful investigation of them in order to fully determine our legal rights in the matter. We have placed the claims in the hands of our district attorney, Mr J. F. Duncombe, of Fort Dodge, and as soon as the matter is fully determined as to the facts and our legal rights, we will give a full reply. * * *

Mr. Harahan was again written on August 23d and was asked whether he had reached any conclusion in the case and on August 30th he says: "Mr. Duncombe, our attorney in Iowa, who is looking up the facts in cases, advises me he is not yet ready to submit his report, but hopes to do so soon."

Mr. Galpin, the attorney, becoming somewhat uneasy at the seemingly long delay, addressed the following to the commissioners:

STORM LAKE, IOWA, November 9, 1893.

W. W. Ainsworth, Esq., Secretary, Des Moines, Iowa:

DEAR SIR: Why can't we have a decision in the matter of the claim of Wiss Bros. vs. Illinois Central Railroad, filed nearly a year ago? I have about despaired of doing anything with Mr Duncombe. Let me know. Yours truly,

H F. GALPIN.

And on November 17th Mr. Duncombe was requested to give the matter such attention as it seemed to demand, to which Mr. Duncombe says:

FORT DODGE, Iowa, November 17th, 1893.

W. W. Ainsworth, Secy. Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Your letter of the 15th inst., relating to claim of Wiss Bros., of Alta, and to letter of Galpin, received. I have offered to pay Mr. Galpin every dollar of the claim which he has during the time that the commission was enjoined, from July 6th, 1888 to February 6th, 1889. As I understand it our road was a class "A" road in 1888 and a class "B" road in 1889. During all the balance of the time claimed our agents, by some blunder, failed to charge the amount we were entitled to, by from 50 cents to 96 cents on each shipment. This week I had a conference with Mr. Schultz, of Alta, who is the real attorney in this case, and went over the whole matter with him from beginning to end, and which seemed perfectly satisfactory to him; and I have written to Mr. Galpin this week with a view of getting his finality.

As soon as I hear from Mr. Schultz I will write you again, as his letter was written before I had received word from the freight department, who have carefully figured out each item of his charges. Truly yours,

J. F. DUNCOMBE.

The reply of Mr. Duncombe seemed to call from Mr. Galpin, under date of November 20, the following questions: "Is it a fact that the Illinois Central Railroad was changed from a class 'A' to a class 'B' road on or about January 1, 1889, or was it so changed prior to January 1, 1890? Also, was there a change in the rate on hogs on or about April 19, 1889? If so, what was it?" and December 7 the following reply was sent Mr. Galpin:

December 7, 1893.

H. F. Galpin, Storm Lake, Iowa:

DEAR SIR: The records of the executive council show that the Illinois Central Railroad in 1888 was a class "A" road. In 1889 they show the Dubuque & Sioux City a class "B" road. The action of the board making this change is of the date of April 8, 1889. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

Nothing having been received from Mr. Galpin he was requested on June 21 to advise the commissioners if the claim of Wiss Bros. had been adjusted, and under date of June 25 he says: "The claim of Wiss Bros. against the Illinois Central Railroad has been settled," so the case is closed.

C. No. 39, 1894.

GEO. B. VAN SAUN, CEDAR FALLS,
vs.
CHICAGO, GREAT WESTERN RAILWAY COMPANY. } *Station service.*

Under date of May 2d a complaint was filed by the above named plaintiff, and on May 3d the following was forwarded to Mr. C. S. Stickney:

May 3, 1894.

C. S. Stickney, Acting General Manager Chicago, Great Western Railway Company, St. Paul, Minn.:

DEAR SIR: This board is in receipt of a letter from Geo. B. Van Saun, of Cedar Falls, Iowa, dated West Liberty, Iowa, May 3, 1894, which is self-explanatory, and of which the following is a copy:

"*Board of Railroad Commissioners, Des Moines, Iowa:*

GENTLEMEN: On last Friday night, April 27th, I was obliged to change cars from the Chicago & Northwestern Railway to the Chicago Great Western Railway at Gladbrook. For reasons best known to the Chicago Great Western Railway Company, probably economy, I found the depot of said company locked up, so was forced to remain outside for nearly two hours. During that time a man brought a mail bag, unlocked the door, threw it in and then relocked the door, informing me that the depot was not opened at nights for the accommodation of passengers. I am also informed by ex-Sheriff W. F. Brown, of Waterloo, Black Hawk county, that about three weeks before he, with several other passengers, including one lady and a young girl, were obliged to remain outside one hour or more and the weather was so inclement and cold that they were forced to put up some boards to protect the lady and girl from the wind then prevailing; that he also suffered more from that exposure than he had done during the whole winter, and had received a cold therefrom which had made him sick. For the accommodation of the traveling public, cannot you oblige that company to keep their depot open and properly lighted, that place being a crossing of two railroads where passengers to a greater or lesser number are required to wait?

Respectfully yours,

GEO. B. VAN SAUN, Cedar Falls, Iowa."

Will you kindly give this matter your early consideration and answer?

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

To which an immediate response was received from Mr. Stickney, in which he says: "We have authorized the employment of a night man for Gladbrook station, and he will probably be on duty by the time you receive this letter," so the trouble complained of being remedied, the case is closed.

C. No. 40, 1894.

S. R. HOGABOOM, CRESTON, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Appropriation of coal by railroad company.

Under date of May 26, 1894, Mr. S. R. Hogaboom, of Creston, filed his complaint against the C., B. & Q. Rd. Co., the substance of which was, that he was a dealer in coal at Creston; that the defendant road was the medium through which he received his supply of coal from the mining town of Frederic; that he had at various and sundry times ordered coal of Akers & Co., coal dealers in the said town of Frederic; that they had at all times loaded said coal as ordered, but that the defendant company, whose business it was to transport said coal to the yards of the plaintiff in Creston, had not only failed to so transport said coal, but had appropriated the same to their own use, and refused to furnish the plaintiff with the cars of coal loaded for him at the mines in Frederic, and he asked that such steps be taken as might insure to him the safe delivering of property he supposed he owned.

This complaint was filed during, or near the close of the memorable "miner's strike," which so thoroughly paralyzed the coal interests of the country, and without inquiring into the private agreement between the C., B. & Q. Rd. Co., and Messrs. Akers & Co., as producers of coal on their line of road, and the right of said C., B. & Q. Rd. Co., under such agreement to use all the out-put of the said mines in certain cases, Mr. Hogaboom was notified "that if this condition of affairs continues any considerable length of time, the matter will be taken up with the railroad company by the commission." Subsequent inquiry as to the existing conditions elicited the following reply:

CRESTON, June 26, 1894.

To Hon. Board of Railroad Commissioners:

GENTLEMEN: Replying to your inquiry of 21st inst., in regard to railroad company appropriating coal, have to say that at present I am getting coal shipped all right.

S. R. HOGABOOM.

which closes the case on the records of the commission.

C. No. 41, 1894.

CITIZENS OF FIFIELD,
vs.
WABASH RAILROAD COMPANY.

Station facilities.

On April 25th, 1894, the citizens of Fifield, by Mr. W. O. Benson, filed with the commissioners the following complaint:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN: Your petitioners, residents of the vicinity of Fifield, a station on the Wabash railroad in Marion county, Iowa, would respectfully complain and show to your honorable body that the said railroad company does not furnish the residents of the vicinity of said station with reasonable facilities for the shipment of stock and other freight at said station.

The said company have several years since removed from said station their stock pens and chute, and stock when loaded into cars must be loaded from wagons or a temporary chute erected by the shippers; which makes stock sellers in this vicinity labor under a grave disadvantage.

We would further show that said company has for some time ceased to maintain a station agent at the said station.

Wherefore your petitioners would respectfully pray that the matters herein complained of may be fully investigated, and that the said Wabash Railroad Company may be required to furnish to the residents of Fifield and vicinity such reasonable facilities for shipping and receiving stock and other freight, and for passengers who desire to travel upon said road, as they are entitled to have.

Respectfully submitted,

H. K. AMOS,
G. W. CARPENTER,
W. O. BENSON,
AND SIXTY-NINE OTHERS.

A copy of the complaint was on the same day forwarded to Mr. Chas. M. Hays, vice-president and general manager of the defendant road, at St. Louis, and under date of April 30th Mr. Hays says:

ST. LOUIS, MO., April 30, 1894.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR: I have your favor of the 25th, with copy of petition from W. O. Benson and others, of Fifield and vicinity, for re-establishment of certain shipping facilities more definitely named in the petition, and in reply will respectfully invite your attention to the attached statement of freight forwarded from and received at Fifield for the year previous to the closing of that station, and the ticket sales for the year 1892. You will note that the total amount received for freight and ticket sales amounted to an average of only $37.94 per month, which, as you can readily understand, does not justify us in keeping an agent at that point.

Please advise if you desire further action taken in the matter.

Yours truly,

CHAS. M. HAYS,
Vice President and General Manager.

(The detailed statement being in substance as above reported, is omitted.) A copy of Mr Hays' reply and the figures indicating the revenue formerly received at the station of Fifield was, on May 1, forwarded to Mr. Benson, with the usual request, "if you desire to file anything further with the commissioners kindly forward the same early."

Under date of May 11 Mr. Benson files an extended reply to Mr. Hayes, renewing the former assertions of the petitioners and adding

several new reasons for the justness of the request, among which the following is, perhaps, the most important:

This company has a strip of track from Harvey to Dunreath, seventeen miles, with three stations (this being the middle one) without an agent, and no agent within seven miles of here by rail and ten miles by wagon road. If the people wish to ship out a car of lumber, grain, or anything of that kind that they can load they have to go ten miles to an agent to order a car; then, when the car is loaded, travel this ten miles again to get it billed out. Can you blame them for kicking? I cannot. They say, and say it truthfully, "What is a railroad for if it is not to be used by the people, and how can they use it without some different accommodations than they have here?"

A full copy of Mr. Benson's supplemental complaint was forwarded Mr. Hays May 16th. Under date of June 9th Mr. Hays says:

I regret the delay in replying to your communication, but I find it has occurred through the inability of our superintendent to personally get up to Fifield and investigate the matter. * * * I hope to give you a definite reply soon.

On June 22nd Mr. Hays again says: "We have made arrangements for placing an agent at Fifield, who will be installed in a day or two." Mr. Benson was notified of the conclusion of General Manager Hays, and asked if the same was satisfactory, to which, on June 26th, he says:

As far as the agent is concerned the people have no complaint to make, but in regard to the stock yards asked for in the petition, we haven't seen any. They are needed worse than an agent. Please notice petition and see if they are not named first. Stock which should be shipped from here is being shipped over other roads.

Mr. Hays was furnished with a copy of the original petition, and also with the substance of Mr. Benson's last letter, and after some correspondence of minor importance says, under date of August 7th, 1894: "We have arranged to erect stock pens for the accommodation of stock shippers at Fifield." Mr. Benson was advised of this last decision, and requested to notify the board promptly, upon the completion of the work, and on August 19th he says: "The company have completed chute and stock pens at this place that are very satisfactory to every one concerned." In the same communication he asks the commission to "cause to be opened a highway to the depot," but was notified that locating highways did not come under the jurisdiction of the board, and was referred to the supervisors of the county, which closes the case.

C. No. 42, 1894.

IOWA JOBBERS AND MANUFACTURERS, vs. IOWA TRUNK LINES. } *Cut rates.*

On the evening of May 9, and the morning of May 10, 1894, telegrams were received from forty-one business firms, representing fifteen cities and trade centers, praying for immediate reduction in Iowa local freight rates to correspond with the "cut rate" from

Chicago to points west, which rate was alleged to be about fifty per cent. of the former rate. The mail of the 10th and 11th brought many petitions of like kind with more extended reasons and explanations for the immediate action of the board.

But one will be embodied in this report, as it represents the general sentiments of nearly all, and is so formulated as to constitute a correct basis upon which action could be had. It is as follows:

To the Hon. Board of Railroad Commissioners, Des Moines, Iowa:

WHEREAS, The railroad companies, doing business and operating lines of railroad in this state, have recently made a great reduction in their freight rates between Chicago and points in this state, and also between points on the Mississippi river to points west of said river in this state and

WHEREAS, The putting into effect and maintaining these rates is a great injustice and discrimination against the shippers and wholesale merchants who are located in the western part of this state, and unless a corresponding reduction from shipping points on the Missouri river to points east of said river in this state is put in operation, a great and irreparable damage will be done to the shipping interests of the western part of this state, and

WHEREAS, our laws forbid any unjust discrimination of freight charges in favor of, or against, any certain locality, and

WHEREAS, The aforesaid reductions have been made and put into operation by the voluntary actions of the railroad companies for the purpose of inaugurating a rate war and fighting among themselves for supremacy, to the detriment and injury of the general, legitimate business interests of the country.

Therefore, We, the undersigned business men, shippers, and wholesale merchants of Council Bluffs, would most respectfully, but earnestly, petition your honorable body to protect our interests against the unjust and unreasonable discrimination so made, and inaugurated by the railroad companies against us, and in favor of Chicago and Mississippi river points, by reducing the freight tariff on shipments from Council Bluffs and other Missouri river shipping points, to points east of said river in this state, to correspond to and be in harmony with the rates made by the railroads themselves.

(Signed), Groneweg & Schoentgen, wholesale grocers; Empkin Shugart Co., wholesale hardware; Duquette & Co., manufacturing confectioners; S. S. Keller, wholesale furniture, and fifteen others.

The board deeming it of vital importance to the merchants of Iowa that immediate action be taken in the case, caused the following telegram to be sent all lines doing business between Chicago and points in Iowa:

DES MOINES, IOWA, May 11, 1894.

E. St. John, General Manager Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

Have mailed you copy formal application Council Bluffs merchants for reduction of Iowa rates from there east.

Telegrams have also been received from seventeen other trade centers of Iowa asking immediate reduction Iowa distance tariff to correspond with present reduction in rates between Chicago and Mississippi river and Missouri river points, copies of which are enclosed therewith. Please make any desired reply promptly. Commissioners will fix early date for hearing if present conditions continue.

By order of board. W. W. AINSWORTH, *Secretary.*

Copy of same was sent to W. F. Merrill, general manager Chicago, Burlington & Quincy Railroad Company, Chicago; J. M. Whitman, general manager Chicago & Northwestern Railway Company, Chicago; J. T. Harahan, second vice president Illinois Central Railroad Company, Chicago; Samuel Stickney, acting general manager Chicago Great Western Railway Company, Chicago; C. J. Ives, president Burlington, Cedar Rapids & Northern Railway Company, Cedar Rapids, Iowa; A. C. Bird, freight traffic manager Chicago, Milwaukee & St. Paul Railway Company, Chicago; C. M. Hays, general manager Wabash Railroad Company, St. Louis.

To each of the several parties who had written or wired this office in regard to this freight matter the following reply was made:

May 11, 1894

In response to your own and other similar petitions, board has sent following telegram to all Iowa trunk lines:

"Have mailed you copy formal application Council Bluffs merchants for reduction of Iowa rates from there east.

"Telegrams have also been received from seventeen other trade centers of Iowa asking immediate reduction Iowa distance tariff to correspond with present reduction in rates between Chicago and Mississippi river and Missouri river points, copies of which are enclosed therewith. Please make any desired reply promptly. Commissioners will fix early date for hearing if present conditions continue."

Should a hearing become necessary due notice will be sent to all interested parties.

Respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

Mr. E. St. John, general manager Chicago, Rock Island & Pacific Railway, on May 14, wired:

Have this day ordered an advance to tariff effective May 1 on May 26, which is the earliest day on which an advance can legally become effective, and in view of this fact it is believed that action on the part of the Iowa commission will be found unnecessary.

Following this came this statement from Mr. W. H. Newman, third vice president of Chicago & Northwestern Railway:

Your telegram of the 11th to General Manager Whitman, together with correspondence by mail giving copies of applications which have reached the commissioners for action on Iowa rates growing out of the recent reductions, have been received. The rates which have been made by this company were not voluntarily established, but are used only to protect the jobbing centers in Iowa and at other points on our line as against cut rates made by other companies to the southwest, and in the adjustment of tariffs they have been arranged to prevent, insofar as practicable, any territorial discrimination. When the tariffs made by our company in this connection are examined, you will find that nearly, if not all, of the complaints described in the correspondence you have transmitted have been removed, as the reductions in rates to jobbing points in Iowa, viz: Cedar Rapids, Marshalltown, Des Moines, Council Bluffs, Sioux City, are substantially the same as the reductions to the territory where they distribute their goods. If, when the new tariffs of the several Iowa companies reach your office and have been examined, it is found that it may be advisable for your board to consider any changes in Iowa rates, and a hearing is fixed for that purpose, our company will be represented. We hope that the board will not consider it advisable to take any action in this matter until after full information reaches it and a hearing is given. There is every reason to believe that the existing low rates to Missouri river and points beyond which affect Iowa adjustment of tariffs will continue but for a brief time, as efforts have already been made to secure a restoration of the tariffs.

Mr. A. C. Bird, freight traffic manager Chicago, Milwaukee & St. Paul Railway, says; May 15: * * * "We have given the legal notice of an advance on the 26th to the basis which prevailed May 1, 1894."

The former rate having been restored by "all lines," thus giving Iowa jobbers fairness of treatment as prayed for in their petitions and telegrams—without giving copies of their letters of thanks and congratulations at the quick and favorable termination, this case is closed on the records of the board.

C. No. 43, 1894.

P. F. MEEHAN AND JOHN DREWE, CLAYTON, IOWA.
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Petition for stock yards.

Under date of March 17, 1893, Messrs. Mehan and Drewe, trustees of Clayton township, made the following complaint to this board:

CLAYTON, IOWA, March 16, 1893.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS: As we have repeatedly written to the superintendent of the Dubuque division, C., M. & St. P. Ry., relative to reaching the stock yards situated at this place, and as yet nothing has been done with these yards, we beg to address you in regard this matter. The street leading to the stock yards, East Clayton, runs parallel with the railroad track, about three feet from the track, and is extremely dangerous for farmers to deliver their stock to said yards on account of passing trains. Several slight accidents have occurred the past few months and nearly caused the loss of life. We must either have the yards moved, or a high, tight board fence built along this street.

Very respectfully yours,

P. F. MEHAN,
WM. DREWE, *Township Trustees.*

On the same day of the receipt a copy was forwarded to Mr. A. J. Earling, Gen'l Mgr., C., M. & St. P., with the request that "you kindly give this case your early consideration and reply," to which on April 14th, Mr. Earling says:

We have for more than a year tried to purchase a piece of ground to place these yards in a more suitable location, but the ground we desire to purchase is in the hands of non-residents, and we have thus far been unable to secure it. We are still working on the matter, and as soon as we can get the ground, the location will be changed.

A copy of Mr. Earling's statement was transmitted Messrs. Meehan and Drewe, and on May 31st and June 26th, they were requested to state if the yards were completed, that the case might be closed on the records of the board, and as a result of these inquiries the following was received:

CLAYTON, IOWA, July 10, 1893.

W. W. Ainsworth Esq., Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Your favor of June 26th came duly before us; replying thereto we wish to say that we have only this additional, that the yards are becoming more and more delapidated each day, and are almost unfit for use. Also, that recently a farmer, who was delivering hogs, had a slight accident which would have resulted in a catastrophe, but for the timely assistance of some laborers near the track, on account of a train passing. We are under the impression that if the C., M. & St. P. Ry. Co., had any desire to move these yards, they could soon obtain a clear title of those lots by communicating with the parties who own them. The treasurer of Clayton county, at Elkader, can furnish their names and address. The public is crowding us in this matter and we are under obligations to have a change made, which we ask to be done at an early date.

Very respectfully yours,

WM. DREWE,
P. F. MEEHAN, *Township Trustees.*

A copy of this last statement of the plaintiffs was sent to Mr. Earling, to which he submits the following reply on July 22nd:

Replying to yours of the 18th, relative to the stock yard matter at Clayton. Up to the present time we have been unable to acquire the land that is necessary for new yards at what we consider a reasonable figure. The present yards have been kept in good condition and are ample for the amount of business done. We have, therefore, not deemed it necessary to pay an exhorbitant price for the proposed location. As soon as the land can be obtained at what we consider a fair price, the yards will be removed.

Yoars truly,
A. J. EARLING, *General Manager.*

The case thus rested until January 16, 1894, when the following letter was directed to be sent:

January 16, 1894.

Wm. Drewe and P. F. Meehan Township Trustees, Clayton, Iowa:

GENTLEMEN: I am directed to make inquiry as to the present status of your complaint against the Chicago, Milwaukee & St. Paul Railway Company, in regard to the furnishing of stockyards for your point. Please make immediate answer, giving full information.

By order of the board. Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

Under date of January 19, Messrs. Drewe and Meehan, joined by Mr. J. F. Burbane, the third trustee of the township, say: "There has been positively nothing done to the improvement of the stock-yards or the approach to the yards. The danger is as great as ever, and in fact becoming greater * * * and should the company fail * * * we will place the matter in proper position for legal proceedings * * *."

The following was then directed to Mr. Earling, relative to matter in controversy:

January 24, 1894.

A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR: The commissioners have received another letter, dated January 19, 1894, from Wm. Drewe, P. F. Meehan and J. F. Burbane, trustees of Clayton township, Clayton county, Iowa, in which they repeat their former complaint, that the approach to the stock yards at Clayton is dangerous and that a tight board fence is necessary for the safety of persons going to and from the yards, or the yards should be moved.

The commissioners understand from your letter of July 22, 1893, that it is desirable to move these yards, and that you are only waiting to secure at reasonable rates the land necessary for this purpose. The board has not made a personal examination to determine whether the danger is as great as claimed, relying on the disposition manifested by the company to furnish the relief asked for. In case, however, you are unable to successfully negotiate for suitable grounds, the commissioners would refer you to section 1907, McClain's Code, where power to condemn the additional grounds needed is granted, and will be glad to furnish any assistance in the line of their duties that is necessary to relieve the community from what is claimed to be a dangerous situation.

By order of the board. Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

In response to the foregoing, the following was received on February 23, 1894, addressed to the Secretary:

DEAR SIR: In reply to your letter of January 24th, relative to the complaint of the trustees of Clayton township in regard to the approach to our stock yards at that station, I have to say that instructions have been given to institute condemnation proceedings for the purpose of acquiring lands at a more suitable location for our stock yards, provided it can not be obtained by purchase.

In case it becomes necessary to institute condemnation proceedings, we hope to have the co-operation of the commissioners.

Yours truly,
A. J. EARLING, *General Manager.*

A copy of Mr. Earling's letter was sent plaintiffs with the request that the commissioners be kept advised of the progress made. Under date of May 1st, plaintiffs were requested to report existing condition, and on May 14th they say: "Are pleased to state that the C., M. & St. P. Ry. Co., have purchased lots here and otherwise made arrangements for a new stock yard at this place in a desirable location," and under date of June 29th, Messrs. Drewe and Meehan say: "Yours of the 27th inst., received today. The stock yards here are completed and are excellent yards; our case can now be closed," and with this assurance of a satisfactory termination, the case is closed on the records of the commission.

C. No. 44, 1894.

ED. MARSHALL, CASEY,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY.

Overcharge on household goods.

The following complaint was filed in the office August 24, 1894:

CASEY, IOWA, August 23, 1894.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: Enclosed I hand you an expense bill Chicago, Rock Island & Pacific Railway. This shipment of household goods weighed net on wagon scales in Marshalltown, Iowa, exactly 4,000 pounds. They were billed at that by Chicago, Great Western and weighed in Des Moines in car on track scales by Western Weighing association, who claim weight 5 500 pounds. The Rock Island refused to correct to 4,000 pounds, even on our evidence from Chicago Great Western agent at Marshalltown, Iowa, that 4,000 pounds was correct. I had to pay whole amount, $22.66, and ask now for a return of $6.18, the freight on 1,500 excess at 41.2 rate.

Truly.
ED MARSHALL.

N. B. The shipment was weighed on scales selected by Chicago Great Western agent. I have the goods intact and can weigh any day. I also claim that no common carrier has the right to use a painted weight on car as tare weight from one year to another, wet or dry, or any other way. To arrive at correct and legal tare the car must be weighed just before loading.

MARSHALL,
Address for the present at Casey, Iowa.

Mr. Marshall also filed with the above a note from the agent of the Chicago Great Western Railway at Marshalltown, stating: "The shipment left here billed at 4,000 pounds, O. K. as per bill lading. The change must have been made at Des Moines. Have written them to correct it." Upon the receipt of the above the following was sent Mr. St. John:

August 24, 1894

E. St. John, Gen'l Mgr. C. R. I & P. Ry. Co., Chicago, Ill.:

DEAR SIR: Enclosed please find copy of communication from Mr. E Marshall, of Casey, Iowa, in regard to an alleged over-charge on household goods shipped from Marshalltown to Casey, the ground for the over-charge being based on the difference in weight of the goods, complainant claiming that goods in Marshalltown weighed 4,000

lbs and when weighed by your company showed a weight of 5,500 lbs. Your attention and answer are respectfully requested. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

No reply having been received, Mr. St. John was requested on September 13th, and again on October 1st to "advise the commission whether the claim has yet been adjusted." October 11th, Mr. J. R. Graham, General Freight Agent, of Des Moines, appearing to have had the claim referred to him, requested that the papers be sent to his office, which request was complied with October 12th, and after some unimportant correspondence with the officials in the freight department, Mr. George H. Crosby, Freight Auditor, filed the following, which having been subsequently acknowledged by Mr. Marshall, may be considered as closing the case:

CHICAGO, ILL., November 23, 1894

Mr. W. W. Ainsworth Esq., Secretary Iowa Board R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: Replying to yours attached in regard to claim account of Mr. E. Marshall, of Casey, Iowa, would say that I have prepared voucher in his favor of $6 18, same passed my records November 22nd and will be sent for payment at once.

Yours truly,

GEO. H. CROSBY, *Freight Auditor.*

C. No. 45, 1894.

J. F. MCNAMARA, VINCENT,

vs,

MASON CITY & FORT DODGE RAILROAD COMPANY.

Site for coal house.

On December 20, 1893, the following was received in the office of the commissioners:

VINCENT, December 19, 1893.

To the R. R. Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN: I have been engaged in the coal business at this place for about one year, and up to within a few days, I have been able to rent a coal house from a party who quit the business; a certain party who has just gone into the coal business and who has built a new coal house, has by certain methods secured possession of the coal house occupied by me.

I have applied to the General Manager of the Fort Dodge & Mason City Rd. Co., for space to erect a coal house, and he answers by saying that the ground is too valuable, and that there are enough men engaged in the coal business. Am I entitled to space 12x24 feet, for the erection of coal house?

J. F. MCNAMARA.

The following reply was sent Mr. M.

December 21, 1893.

J. F. McNamara, Vincent, Iowa:

DEAR SIR: In reply to your letter of December 19th, would say that the question you raise is one that has never been exactly decided, that is, how far railway companies are required to furnish facilities to parties desiring to do business at their stations. Each case of this kind must be decided upon its own merits, after a full hearing and investigation. If you desire the board to take this case up and will furnish them with a full statement of the facts and conditions, with your application to the manager and his refusal, the matter will be taken up and date fixed for a hearing. The answer to the inquiry with which you close your letter, "Am I entitled to space 12x24 for the erection of a coal house?" can only be made after an investigation. Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

Replying to the foregoing suggestion, under date of January 2, Mr. McNamara says:

VINCENT, IOWA, January 2, 1894.

To the Board of Railroad Commissioners, Des Moines, Iowa:

In reply to your note of December 21 would say, that I am in business over two years, nearly three, and in the coal business about a year, and had rented a coal house and rented from a man that was in business since the road was built and went out for a time; so I rented it until a few days ago, and the other party was trying to rent the same house so as to control the trade, but I paid all the man asked for it. But one of them turns out and built another house, making three houses for them, and it seems they have got in with another man and he started in and built another house, and he schemed and got the house away from me without notice to me, and when I was emptying a car of coal into it I was notified to stop. So I had a car of coal on hand and asked for a place to build a house, and was refused on the ground that there were two dealers there. I was here before them, and when I had to keep the car a few days longer than I ought I was notified to take it off or the section men would unload it on the ground. This last man has had a car standing on the track for seven days now, and I don't know how long yet it will stay. The agent is a stepson of one of those men.

Now, I want a hearing and all the facts made plain. I am ready to offer evidence at any time when your honorable body can attend to it, and we are in bad shape as it is ruining our trade. Farthermore, we have sent in a petition with about forty signers from here and they do not seem to hear to it. I hope you will set your date of hearing as soon as possible. I am,

Yours truly,

J. F. MCNAMARA.

Mr. C. C. Burdick, general manager of the defendant road, was furnished with a copy of Mr. McNamara's complaint and requested to make an early reply, to which, on January 17, he says:

MASON CITY, IOWA, January 17, 1894.

W. W. Ainsworth, Esq., Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Yours of the 9th inst., enclosing a copy of petition of J. F. McNamara, of Vincent, Iowa, for a place to build a coal shed on the station grounds of this company at Vincent, Iowa, received.

Our action is based on the ground that we already have two coal dealers on our station ground at that point, occupying a space of 181 feet and having a storage capacity of 400 tons, which space is all we can afford to give. The number of dealers affords all the competition necessary at that point, as I have inquired into their profit and learn that they are reasonable; also, that their proximity to the mines admits of their obtaining coal on short notice; besides, the parties who own these sheds are our grain, live stock and lumber dealers at these points and are interested in drawing trade to that point, are satisfactory to this company, and I can find no word of complaint in regard to their dealings, coal or otherwise, at this point.

This party, McNamara, is in the drug business at Vincent, has had four cars of coal since August 1 last, the last car of which we were compelled to threaten to have unloaded on the ground, after waiting ten days for him to unload it. He sells his coal at a price that no reliable dealer can afford to handle it at, and as a result our present dealers would only go out of the business and it would only be a short time before we would be in the undesirable condition, which we have experienced at this same point before, of having no one to handle coal at our Vincent station, on account of which we feel that we must, to a reasonable extent, protect the dealers already located upon our station grounds at Vincent; that the space along this company's side track available for coal sheds is already occupied, and we have no room to grant without encroaching upon space set aside for other industries which may be needed in the grain, lumber and live stock business of the future.

We also allege that the said J. F. McNamara is not a desirable tenant for us, for all of which reasons we have refused to grant him the space and permit asked for.

Yours truly,

C. C. BURDICK, *General Manager.*

On January 19 Mr. McNamara was furnished a copy of Mr. Burdick's statement, and requested "to kindly state at once whether it is your intention to file a reply thereto."

Mr. McNamara, not wishing to abandon what he seems to feel his just claim, answers in the following vigorous style. Accompanying the answer is a list of cars referred to in the same:

VINCENT, January 22, 1894

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: Yours of the 19th inst., was duly received, and in reply would state that I was engaged in the coal business before one of the coal dealers mentioned by C. C. Burdick started in the business, and that the very first car load of coal that this party shipped in, he unloaded the car into the coal house owned by J. M. O'Brien (who had been in the coal business for years), and which has been rented by me from him, he stating at the time that the coal was for his own private use, and as there was plenty of room, the coal was taken out by him at his leisure. This same party also engaged in the lumber business, and judging from the remarks that are made by parties who have dealings with him, his methods of doing business are not quite as satisfactory to them as C. C. Burdick may imagine or as he states.

If C. C. Burdick would take the trouble to investigate the matter by coming here and interviewing the leading business men of this town, and the farmers in the vicinity who buy and ship at this point, instead of relying on the statements made by certain interested parties, I think that he would not be quite so well satisfied with the efforts made by those two dealers to draw trade to the town of Vincent. I forwarded a petition signed by the leading merchants of this town, and quite a number of the principal farmers of the neighborhood to Jas. Mahoney, General Freight and Passenger Agent, and by him handed to C. C. Burdick, which he has not returned to me as I requested him to do.

Mr. J. M. O'Brien, one of the leading merchants and part owner of the town site of Vincent, and who has resided here from the first laying out of the town, and who was also engaged in the coal business until the year 1892, informs me that the only undesirable condition that the company ever experienced in the handling of coal at this point was caused by themselves, in the neglect or delay in putting in the necessary trackage to enable him to handle the coal. There is no competition as between the two coal dealers mentioned by C. C. Burdick; they are too closely connected in their business relations for it to be possible, and it is so understood by the community, and before I reduced the price, they were charging as much for coal as it was selling for at Eagle Grove, and all parties were notified by mail and otherwise that coal would be sold for cash only; as a great many were not prepared to pay cash, it placed them in an unpleasant situation, and I supplied all of these parties with coal at a reduced price and on the usual terms of credit.

I enclose a sheet giving the dates, number of way-bill, number of car, weight, and amount of freight charges paid by myself and partner on coal shipped from January 28, 1893, to January 6, 1894. These are not all, but I could not find any other freight receipts at present. My partner in the coal business has also bought and shipped seventeen carloads of oats and sixteen carloads of shelled corn this season up to January 1, 1894.

A Mr. Patrick Hanley has bought and cribbed about twenty-five hundred bushels of corn and he is now buying more. A Mr. Kelly has bought and cribbed about twelve hundred bushels of corn, so that it must appear that there are some other parties who are interested in drawing trade to Vincent. I may not be a desirable tenant for the said C. C. Burdick and if he will give his reasons, I will endeavor to answer them.

Very respectfully yours,
J. F. MCNAMARA

Upon the receipt of Mr. McNamara's communication set forth above, the commissioners directed the following sent Mr. Burdick;

January 25, 1894.

C. C. Burdick, General Manager Mason City & Fort Dodge Railroad Company, Mason City, Iowa:

DEAR SIR: In your letter of January 17, you state that you have given two coal dealers 181 feet space on side track and a capacity of 400 tons, which space is all you can afford to give. You further state that the two dealers give all the competition necessary at that point and are satisfactory to the company. The question naturally arises, is the carrier authorized, and if so how or when, to determine what competition

is necessary or desirable at Vincent, and can he properly furnish shipping facilities only to those parties that are satisfactory to him? Has the carrier a right to exclude from business parties who sell coal at a small margin of profit? If so, what statute or what usage or custom authorizes this. Mr. McNamara only wants a space 12x24, which from your letter appears might be spared from the 181 feet of the two coal dealers, or other room not occupied.

I send you a copy of Mr. McNamara's letter, also a statement of the cars he has shipped in the last year, which please examine and notify the board your determination.

By order of the board.

Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

To this letter Mr. Burdick made an extended reply, on February 12, largely of a personal character as to the unfitness of Mr. McNamara for the position he sought to fill, and not pertinent in the case, but closes with the following, which refers to the case in question:

This company has a great deal of money invested in its road and at Vincent station, and it has taken seven years to secure the buildings with responsible dealers and capital to do business at that point. We watch the competition at this point carefully, as we are as much, if not more, interested than any merchant or dealer there, and consider that we have a perfect right to protect the business of this company at this point, and think with a fair interpretation of the above facts, and those contained in mine of January 17, your board will agree with us. Should it be necessary, I am willing to meet your board at Des Moines, or at Vincent, or procure affidavits of responsible parties in the vicinity of Vincent to substantiate my assertions. I shall hope, however, this may not be necessary.

Yours respectfully,
C. C. BURDICK, *General Manager.*

There appearing to be no prospect of a satisfactory adjustment of the difficulty by the parties interested, the commissioners set Thursday, March 1, 1894, as the time when they would visit Vincent and hear the complaint and examine the premises.

Agreeable to such notice the full board visited the location on the day appointed. Mr. McNamara appeared in person, and by the testimony of a large number of citizens sought to establish his reputation as a suitable man to conduct such a business as the one for which he requested shed room. Mr. Burdick, general manager, represented the railroad, and listened with interest to the testimony given. It did not appear to the commissioners that Mr. Burdick desired in any way to antagonize the business interests or welfare of the citizens of Vincent, but on the contrary was anxious to promote the material prosperity of the town.

After a mutual conference with the commissioners, and parties doing business on the site wanted by Mr. McNamara, Mr. Burdick addressed the following to the plaintiff in the case:

MASON CITY, IOWA, March 3, 1894.

Mr. J. F. McNamara, Vincent, Iowa:

DEAR SIR: After listening to the evidence you produced before the railroad commission last Thursday, *here*, your application for ground upon which to build a coal shed at Vincent, and believing if there is a desire or belief on the part of the public, that you should have such facilities, I have given my permission to Mr. G. C. Anderson to sell you at a reasonable figure, one of his coal sheds, which he has agreed to do; this, I

believe, is all that you desire, a location, and it is my wish that you take one of these sheds, as the railroad company feels that it has given sufficient room on its track for this branch of trade, and any one of the locations owned by Anderson Bros. is desirable.

If you will accept such offer, I will give you the necessary permit, which is not transferable without my approval, and is conditioned upon your handling coal at all times and in a business-like manner, otherwise it is forfeitable. Please to advise me *at once* if this will be satisfactory to you, that I may inform the railroad commission.

Yours truly,

C. C. BURDICK, *General Manager.*

The board was furnished a copy of Mr. Burdick's proposition, and inquiry was made of Mr. McNamara if the adjustment was satisfactory. Quite a delay occurred before an affirmative was received, but on August 28th, Mr. McNamara says: "The permit has come," and thus the case is closed.

C. No. 46, 1894.

HENRY GOERGER, GRANT,

vs.

BALTIMORE & OHIO RAILROAD COMPANY.

Household goods damaged in transit.

On March 2nd, 1894, the following claim was filed in this office:

GRANT, MONTGOMERY COUNTY, IOWA, Feb. 28, 1894.

Board of Railroad Commissioners of Iowa, Des Moines, Iowa:

SIRS: I have a claim for damages against the Baltimore & Ohio R. R. Co. The particulars and status of same at this writing is as follows:

I shipped my household goods from Brighton station, a suburb of Cincinnati, Ohio, on Nov. 16th, 1893, to Elliott, Iowa, on C., B. & Q. They were in a wreck at North Vernon, Indiana Nov. 17th, 1893, and but few articles ever reached their destination, and they were practically worthless. I have repeatedly urged a settlement from the railroad company, but can get no satisfaction. The goods were valued at $265.70. My claim is No 15197. I have letters, etc., from the companies. What is the proper course to pursue in the matter? An early answer will greatly oblige. Any particulars I will furnish.

Yours &c.,

HENRY GOERGER.

Hoping to be able to assist Mr. Goerger in securing an amicable adjustment of his claim, and in accordance with the usual custom of the board in such cases, the following letter was directed to Mr. Robt. W. Campbell, Genl. Mgr. B. & Ohio:

March 2, 1894.

Robt. B. Campbell, Gen. Manager Baltimore & Ohio Railway Company, Baltimore, Md.:

DEAR SIR: Inclosed please find copy of communication from Henry Goerger, of Grant, Iowa, in regard to a loss which he alleges he has sustained on some household goods, same being more fully and specifically set out in the copy of communication herewith.

This is obviously an interstate case and this board, of course, assumes no jurisdiction whatever in regard to the matter. Mr. Goerger has, however, applied to this commission for information and you are respectfully requested to give the case such attention as may seem to you advisable under the circumstances. While the case is wholly outside the jurisdiction of this board, it has been found that most railway officials are willing to give cases of this character investigation, and solely for this reason the commissioners have laid the matter before them with a view to an amicable adjustment, if possible, in order to avoid litigation. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

In reply to the foregoing Mr. Campbell says:

BALTIMORE, MD., March 8, 1894.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Your letter of March 2d, on the subject of loss sustained by Mr. Henry Goerger, of Grant, Iowa, has been received. As the loss occurred on the line of the B. & O. S. W. Ry. on their Mississippi Division, I have referred your communication to Mr. W. W. Peabody vice-president and general manager of that company, at Cincinnati, Ohio, for reply direct to you. Yours truly,

R. B. CAMPBELL, *General Manager.*

And on March 10th, Mr. Peabody makes the following statement:

CINCINNATI, OHIO, March, 10, 1894.

Mr. W. W. Ainsworth, Sec'y Iowa Board R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: Your communication of the 2nd inst., to General Manager Campbell, of the B. & O. R. R., relative to the claim for loss of household goods of Henry Goerger, while in transit from Brighton Station, Cincinnati, to Elliott, Iowa, has been referred by him to this office, as the loss is alleged to have occurred on our line. Will you please inform Mr. Goerger that the matter will be investigated, and that there is no doubt that justice will be done him. Yours very truly,

W. W. PEABODY, JR.

Vice-President and General Manager, B. & O. S.-W. R. R. Co.

Copies of the foregoing replies were forwarded to Mr. Goerger, and the board having no legal jurisdiction in the matter, as it is entirely inter-state commerce (as intimated in the beginning), considers the case closed without prejudice.

C. No. 47, 1894.

MARCUS ROLLER MILL, MARCUS,

vs.

ILLINOIS CENTRAL RAILROAD COMPANY.

Spur or sidetrack to warehouse.

Following is the text of a request, or complaint, from Marcus:

MARCUS, IOWA, Sept. 19, 1893.

Secretary Railroad Commissioners, State of Iowa:

DEAR SIR: We have tried to get the I. C. R. R. to put us in a spur to our mill elevator. We have offered to do grading and anything that was reasonable, but have failed to make any impression on them. Now we are doing a buying and shipping business in connection with our milling business, and are shipping out more flour locally than any mill on line. Ship from two to five cars a week, and could do more if we had tracks to elevator. Was told that elevator men here had in protest against our getting any track. It will take about 250 feet to accommodate us, and if you can assist us any will greatly oblige.

Very respectfully yours,

MARCUS ROLLER MILLS.

Copy of same was forwarded to Mr. J. T. Harahan, second vice-president of defendant company, with the usual request for consideration, etc., etc., to which Mr. Harahan says:

CHICAGO, Oct. 16, 1893.

* I am in receipt of your favors of the 5th and 11th instants, in references to a track for the Marcus Roller Mills, at Marcus, Iowa. It has taken some time to get all the papers in this matter together, as it has been up for some time. I find the situation to

be that the Marcus Roller Mills haul both their output and coal to and from our side track, which is close to the mill. The estimated cost of the track wanted is $395, and as it would be exclusively for the use of the Marcus Roller Mills, we would be willing to put in the track provided they pay the cost of construction and maintenance of same.

The above reply was sent plaintiff, with the question: "Have you any further statements regarding this matter which you desire to lay before the board?" to which the Roller Mills, under date of October 20th, say:

In reply to yours of 17th containing Mr. Harahan's letter, would say that at the time the town here offered us a bonus for mill we went to Cherokee and talked with their division superintendent about putting in track, and he said, "Go and build your mill, and when you get to running we will put in the track." We have offered to do the grading, and their section man here has said they (his gang of four men) could put it in in a day, that there was enough old iron and ties in yards to do it, and the cost would be very little. Now, we will do grading and pay for the time put in by their men while putting in the spur track. * * * Would say that we have team that we keep busy hauling to neighboring towns. This would sell if we get track, and they would benefit by same enough to pay for the track during the year.

A copy of this last statement was also furnished Mr. Harahan, with the request, "Will you kindly make such further reply to this case as you may desire to file with the commission." Complying with this request Mr. H. says:

CHICAGO, Oct. 30, 1893.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Replying to your favor of the 21st inst., in reference to side track for the Marcus Roller Mills:

I have investigated this matter, and am advised by our people that Mr. Dixon, our superintendent has not promised the Marcus Roller Mills that this track would be constructed—in fact, he had no authority to do so. I therefore do not think we should put in the track, except upon the terms suggested by me. The statement "that we had enough old material, etc., on hand to do such work," you know is not correct. We have material at all points, where needed to do necessary work, and if this were used to put in a track for the above purpose, we would have to replace it with other material at other points.

Yours truly,

J. T. HARAHAN, *Second Vice President.*

In this last reply of Mr. Harahan, a copy of which was furnished the plaintiffs in the case, the position of the railway company seems to be clearly taken, and on November 16th the position of the board is well defined in the following letter, which may be considered as closing the case before the commission:

November 16, 1894.

Marcus Roller Mills, Marcus, Iowa:

GENTLEMEN: In relation to your side track matter, I am directed by the commissioners to say that if prior to the location of your mill at Marcus, and as an inducement to such location, the Illinois Central railroad company agreed to put in a side track to your mill, and you relied upon such agreement, the courts would no doubt enforce such an agreement, but your remedy in such case would be in the proper court, and not before the commissioners.

If you have no such agreement and your mill is not on the depot grounds, or on land owned by the railroad company, it is doubtful whether the commissioners would have any authority to order a side track built by the company to your mill, and in the judgment of the commissioners you had better effect, if practicable, an amicable ajustment of the matter with the proper officials of the railroad company.

By order of the board.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

C. No. 48, 1894.

C. D. JONES, INDEPENDENCE, vs. C., R. I. & P. RY. CO. AND ILL. CENT. R. R. CO. — *Insufficient train service.*

Mr. C. D. Jones, of Independence, president of the gas and electric works, feeling somewhat irritated at the train service furnished by the defendant roads, sends the following to the commissioners on March 27, 1894:

OFFICE AT INDEPENDENCE, IOWA, March 24, 1894.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: Isn't there some way to make railroads accommodate the traveling public just a little bit? There is a passenger train from Fairfield, Iowa, to Davenport, at 3:08 A. M., a freight that carries passengers at 7:47 A. M., and no other train carries passengers until 6:53 P. M., though many trains during the day, regular or special—a regular at about 1:30 P. M.

It does seem as if the railroad company should be obliged to carry passengers on some one train, about midway during the eleven hours from 7 A. M. to 6 P. M., at least between county seat towns, where freights always stop. The same thing occurs here at Independence on the Illinois Central. A passenger at 8:10 A. M., a freight at 9:30 A. M., and no other chance to go east until 8:10 P. M., eleven hours; though freight train about noon or shortly after. I find this condition exists in many places and on more railroads than one. Can't something be done?

Yours truly,

C. D. JONES, *President.*

April 4th Mr. J. T. Harahan, second vice-president of Illinois Central and Mr. E. St. John, general manager Chicago, Rock Island & Pacific, were addressed as follows:

I am directed to lay before you the enclosed communication from C. D Jones, president Standard Gas and Electric Works Company, written from Independence, Iowa, of March 24, 1894, and to request your attention and reply to that part of the letter which refers to your company. Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

To which Messrs. Harahan and St. John filed such replies as they deemed the merits of the case and the business interests of their respective roads demanded. Herewith will be found the replies:

ON CHICAGO DIVISION, April 8, 1894.

Hon. W. W. Ainsworth, Secretary Iowa Board of R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: Referring to your favor of the 4th inst., concerning complaint of Mr. C. D. Jones, on that part of this company's line between Dubuque and Waterloo, this company runs three regular passenger trains daily each way; it also runs three passenger trains each way daily between Fort Dodge and Sioux City; and between Fort Dodge and Waterloo, two passenger trains each way. Passengers are also permitted to ride on its local freight trains. In view of the present condition of business, this is more trains than we should run, but we hope business will improve, so as to justify the continuance of this service. There is certainly not enough business to justify any additional train service on our lines, and I am sure with the statement made above, that you will agree with me.

We could not undertake to stop our through freight trains for passengers, as their time is fast, and it is all they can do to make it. It is necessary that we run these trains at a high rate of speed, in order to compete with the other roads and accommodate our patrons. All of our through freight trains have more or less stock in them and have to be run very fast.

Yours truly,

J. T. HARAHAN, *Second Vice-President.*

CHICAGO, May 23, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Your letter of April 4th was received at my office when I was in Texas and Colorado, and hence the long delay in replying. It refers to a complaint from Mr. C. D. Jones, of Independence, Iowa, in regard to train accommodations between Fairfield and Davenport. The facts in the case as they exist at the present time would not seem to wholly justify the statement which he makes. We carry passengers on the following trains from Fairfield: On No. 12, leaving Fairfield at 1:45 A. M.; No. 14, at 11:47 P. M.; No. 16, at 6:42 P. M., and No. 84, at 7:45 A. M.

It would delight us greatly to put on additional trains, but the business is not sufficient to justify it, and we do not find in the gentleman's communication any statement by him as to how he is to recompense us for additional trains should they be put on, and, of course, neither he nor the board would expect us to render such service at a loss.

Yours truly,

E. ST. JOHN, *General Manager.*

Mr. Jones was furnished with copies of the replies as they were received at this office, with the request that he make such statement as he deemed proper in the case, and on April 17th he says: "I don't feel as warm as I did when I wrote my first complaint, and so don't care to press the matter."

So the case may be considered closed on the records of the board.

C. No. 49, 1894.

CHAS. RUEHLE, RUTHVEN,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Highway crossing and drainage.

On March 27, 1894, the following was received in this office:

RUTHVEN, IOWA, March 26, 1894.

W. W. Ainsworth, Esq., Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR: I wish to place the following cases before the board of railroad commissioners: The Chicago, Rock Island & Pacific crosses C. Neiderman's farm, of which I have full possession and control. At one point there is a large excavation or dug-out extending about 12 feet into my land, and is about 150 feet long and ranging 1 to 2½ feet deep. This fills full of water every wet spell of weather, so it is impossible to work a team near it on account of the water soaking several rods into the land around it.

At another point this crossing crosses my main outlet for drainage, and wishing to tile drain my land in the near future, the company having large sewer pipes on the ground to take place of the old one, I earnestly beg the company to place the new culvert considerably lower than the old one so I may successfully drain my land.

A few rods from the point above mentioned, said company crosses the public highway with its approach grading very narrow and a heavy railing of timbers on each side of it, making it impossible to pass with wide track farm machinery, such as seeder and harvester.

Yours truly,

CHAS. RUEHLE.

On the same date a copy of the complaint was forwarded to Mr. C. N. Gilmore, division superintendent, with request that he investigate and report, and in reply he says:

DES MOINES, April 7, 1894.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, City:

DEAR SIR: Referring to complaint made by Chas. Ruehle, of Ruthven, to commissioners: I now have the matter up with our road department, and they have

arranged to make the necessary repairs to crossing complained of, at once. The excavation referred to by Mr. Ruehle consists of a borrow pit made at the time our road was constructed, and all earth removed outside of our right of way line in the construction of the road was purchased from the owners of the land and paid for by the contractors doing grading, and we should not be liable on account of same now being filled with water. As to the drainage of this farm, as we have recently been to the expense of putting in a new iron pipe culvert for the purpose of draining the land, the location of same cannot now be changed, and in case it should be found necessary for Mr. Ruehle to run his line of tile across our right of way under the track, same should be done at the expense of the owner of land, as we have already in the construction of new culvert taken care of all surface drainage at this point. I trust this explanation will be satisfactory to the party making the complaint.

Yours truly,

C. N. GILMORE, *Superintendent.*

The statement of Mr. Gilmore was sent Mr. Ruehle with the request: "Please notify the commissioners immediately whether you have anything further to lay before them in regard to this case," and the following reply is submitted:

RUTHVEN, IOWA, April 13, 1894.

W. W. Ainsworth, Sec'y R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: Yours received and contents noted. Having looked up the matter by Mr. G. Caldwell, who owned the land at that time, says that all earth removed on the west side of the right of way was paid for but did not receive anything for earth removed on the east side where borrow pit complained of is located.

Yours truly,

CHAS. RUEHLE.

This last contention of Mr. Ruehle was sent Mr. Gilmore April 18th, and after several attempts to secure a reply Mr. Gilmore says under date of July 11th:

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, City:

DEAR SIR: Referring to your favor of July 10th, regarding complaint of Chas. Ruehle, of Ruthven. I now find that upon receipt of your favor of May 29th the matter was referred to our road department, and I was advised by our roadmaster that the crossing and also the culvert were in good condition, as he had made a personal examination of both at that time. I now find that I failed to notify you upon receipt of this information and trust that this explanation will be satisfactory.

Yours truly, C. N. GILMORE, *Superintendent.*

On July 14th, a letter was received from Mr. Ruehle saying: "My complaint in regard to the crossing and culvert is removed and they are all that could be desired;" but he continues in regard to the "borrow pits," and asks that they be filled etc. The railroad company having complied with suggestion of the commissioners in the matter over which they have jurisdiction, the following was sent Mr. Ruehle, which will be considered as closing the case:

August 22, 1894.

Chas. Ruehle, Ruthven, Iowa:

DEAR SIR: Again referring to the matter of your complaint against the C., R. I. & P. Ry. Co., regarding claim for dirt taken in borrow pits, I am directed to say that this partakes of the nature of a private claim, over which this board has no jurisdiction. If you desired to prosecute the same, it would of necessity have to be done in the courts.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

By order of the Board.

C. No. 50, 1894.

CHARLES FRANCIS, ENGINEER, DAVENPORT,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Viaduct at Davenport.

On April 28th the following was received at this office, having been directed to an individual member of the board.

DAVENPORT, IOWA, April 24, 1894.

Mr. P. A. Dey, Railroad Commissioner, Iowa City, Iowa:

DEAR SIR: I wish to call your attention to the need of a viaduct over the C., M. & St. P. Ry. on the Orphan's Home road in this city, where there is now a dangerous grade crossing.

The importance of removing this grade crossing (and the only way to remove it is to build a viaduct over the track) is patent to even a casual visitor. As chairman of the committee on bridges and railroad facilities in the Business Men's Association, I desire the co-operation of the railroad commissioners, with which co-operation it is highly probable that by the united action of the city, county and C., M. & St. P. Ry. Co., the object in view may be speedily accomplished. It is also desired that the railroad commissioners visit Davenport and meet the Business Men's committee, the county supervisors, and some of the C., M. & St. P. Ry. officials, that upon the ground a consultation may be had and some definite plan may be agreed upon by which this viaduct may be built. It is a very necessary thing, and the necessity for it is daily becoming greater.

Be kind enough to advise me when the commissioners can visit Davenport, and I will arrange to have the others on hand.

Respectfully yours,

CHARLES FRANCIS.

The attention of the general manager of the C., M. & St. P. Ry. was called to the matter in the following letter:

May 1, 1894.

A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR: This board is in receipt of a communication from Charles Francis, civil engineer, 202 West Third Street, Davenport, Iowa, copy of which you will find enclosed. You will observe that Mr. Francis suggests a conference between the railroad commissioners, the busines men's committee, the county supervisors, and some representative of the Chicago, Milwaukee & St. Paul Railway Company upon the ground in question, with a view of, if possible, arriving at "some definite plan by which this viaduct may be built. It is a very necessary thing, and the necessity for it is daily becoming greater."

I am directed to say to you that the commissioners are ready to confer with the parties as suggested at such time as may suit your company, and await your further convenience in the matter. Very respectfully yours,

By order of the board.

W. W. AINSWORTH, *Secretary.*

On the same date Mr. Francis was informed of the action taken with Mr. Earling. Under date of May 15th Mr. Earling says:

I beg to advise that the company will be represented by its division superintendent, Mr. Goodnow, at any time it may be convenient for the commissioners to have the conference referred to. Kindly give a few days' notice in advance of the date which may be named.

Before the receipt of the above reply from Mr. Earling, Mr. F. J. Waltz, secretary of the business men's association, says under date of May 11th: "I write to say that owing to certain promises to

relieve the danger of said crossing in considerable measure, made by Assistant Manager Goodnow, of the C., M. & St. P. Ry. Co., in a conference held with him yesterday afternoon, it is deemed best for the time being, to hold the matter of construction of viaduct in abeyance; and again on June 2nd, Mr. Waltz says:

Referring to my letter of May 11th, 1894, relative to proposed viaduct over the C., M. & St. P. railroad crossing near the Orphan's Home in this city, I would say that the matter of construction of said viaduct has been placed entirely in the hands of the mayor and city council; and, as we have urged them to request your commission to visit the city in that connection, we would respectfully withdraw the request of the chairman of our committee on bridges, etc., made to you some weeks since for the same purpose.

Nothing further having been heard from the parties interested in the viaduct, the case is considered closed.

C. No. 52, 1894.

T. W. ROGERS, SECRETARY IOWA BOTTLERS' ASSOCIATION, HUMBOLDT, IOWA,
vs.
VARIOUS LINES.
Classification of Bottles, empty, returned.

Beginning with May 20th, 1894, and following until August 21st, the plaintiff in this case, for the bottlers of Iowa, filed quite a voluminous correspondence in regard to the commissioner's classification of "empty bottles returned," claiming that "one-half fourth class had been the custom for a long time; that the western classification had classed them at half fourth class, and that railroad companies in many cases had so classed them voluntarily."

The case was taken up with the various lines, rather in the way of correspondence than a "hearing," and by mutual consent the prayer of the petitioners was granted and "empties, returned, made half fourth class."

C. No. 53, 1894.

I. H. SHAVER CHEESE COMPANY, CEDAR RAPIDS,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY CO.
Refrigerator car.

Under date of July 20, 1894, the I. H. Shaver Company say:

We have two factories located at Morse and West Branch, Iowa, on the Burlington, Cedar Rapids & Northern Railroad. From them we ship at least 7,000 pounds of butter and cheese per week. We have asked the railroad through their local agent to

furnish a refrigerator car for these shipments, which they have refused to do. Kindly notify us whether or not the railroad companies are compelled to furnish refrigerator cars for shipments of 5,000 pounds or more when offered to them, or if not furnished are they in any way liable for perishable goods?

To the inquiry of the Shaver Co. the following reply was directed:

July 25, 1894.

I. H. Shaver Cheese Company, Cedar Rapids, Iowa:

GENTLEMEN: Yours of the 20th inst., asking whether or not railroad companies are compelled to furnish refrigerator cars for shipments of 5,000 pounds or more of butter when offered to them, or if not furnished, as to their liability for perishable goods, has been received and submitted to the commissioners.

I am directed to say in reply that it is the duty of such companies to provide proper and adequate car equipment for all the reasonable needs of their business, and this would include the furnishing of refrigerator cars for shipments of butter where that is the customary or usual mode of shipment, considering the place where and the quantity offered for transportation. There is no particular quantity fixed by law, or any regulation of the commissioners, that would require the furnishing of such cars, and that would be governed largely by the circumstances of each case and the general custom as to such matters. If any railroad company should fail to perform its legal duty or obligations as to such shipments, of course it would be liable for the damages caused thereby. If you desire the commissioners to take up the matter of your complaint with the railroad company in question, they will do so promptly upon being advised by you that such is your wish in the premises.

Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

In reply to the above, on August 6, the plaintiff says:

We have your very kind letter of July 25 in reference to the matter of refrigerator cars.

The railroad in question is the Burlington, Cedar Rapids & Northern, but we feel confident that with your letter we shall have no trouble in having our request granted by the company; at least we will give the matter our personal attention before troubling you further.

Very truly yours,
I. H. SHAVER CHEESE COMPANY.

which closes the case.

C. No. 54, 1894.

HENRY WAGGONER, ODEBOLT,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Stock killed.

October 2nd, 1894, the plaintiff filed the following complaint with the commissioners:

ODEBOLT, IOWA, October 2, 1894.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: About the middle of last August the C. & N.-W. Ry. Co. killed eight hogs appraised at $3.00 each, $24.00 in all, and a bill for damages filed with the said railway company. Since the time of filing said bill of damages, I have heard nothing from the company, and would respectfully ask your honorable body to assist me in obtaining my rights.

Respectfully,
HENRY WAGGONER.

A copy of Mr. Waggoner's complaint was forwarded to Mr. J. M. Whitman, General Manager, C. & N.-W. Ry. Co. on October

5th, asking his attention and reply, and under date of October 17th, Mr. Whitman says:

The hogs were very young and Mr. Waggoner claims an excessive amount. The sum involved is so small, however, that I have instructed Supt. Hughes to settle the matter by paying him the amount of his claim.

This information was sent the plaintiff and he was requested on December 5th to make immediate reply. On December 15th he was again asked if his claim had been adjusted, and December 19th his reply was received saying: "I have received the amount of my claim from the C. & N.-W. Ry. Co.," which will close this case.

C. No. 55, 1894.

JAMES YOUNG & CO.,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Better service by station agent.

Under date of October 6th, 1894, Messrs. James Young & Co., of Sidney, filed the following complaint with the board:

DEAR SIRS: Please excuse me for troubling you with the case I shall lay before you. I have been so much troubled about getting my eggs off at the proper time on account of our depot agent here at Sidney, Mr. Bell. If you are not the proper party to act on this matter, please refer it to the proper officer. He claims he don't have to receive freight at sundown, but eggs are perishable if they lay at depot very long at a time. I took five cases of eggs to depot at 4 o'clock on 5th. Agent was not there, so I left eggs at the door and put a note on door telling him where to send them. He never came until just in time for train, and I understand he was not there at all in morning when train left for Hastings, so my eggs did not get shipped at all and had to lay at depot until Monday, and we are liable to a fall in the price of eggs; besides, eggs will soon spoil if held very long. Our citizens have had considerable trouble on account of agent's neglect of duty. I do not like to make complaint but am compelled to do so to save myself from a loss.

Please look this matter up, and see if the company can't furnish us an agent that has a little accommodation with him on a branch where his time is not taken up by half.

Please let me hear from you.

Yours respectfully,
JAMES YOUNG & CO.

The complaint above was forwarded to Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy Railroad, and under date of November 13 Mr. Merrill says: "Yours enclosing communication from James Young & Co., of Sidney, with regard to inattention of our agent there, came duly to hand. The matter has been looked into and we find there is probably some ground for complaint. Our superintendent has arranged to relieve the agent," and as it may be presumed this action will also relieve the plaintiffs in the complaint, this case will be considered closed.

C. No. 56, 1894.

FARMINGTON COAL & MINING CO., FARMINGTON, IOWA,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.
Switching.

Under date of January 8, 1894, the following letter was received at the office of the Commission:

FARMINGTON, IOWA, January 8, 1894.

Secretary Railroad Commission:

DEAR SIR: Will you be so kind and let us know what the state law is on switching charges. How much per ton or car for switching coal, and what is the distance to come in as switching charges and what point to measure from nearest to fartherest end of both switches. If you would furnish us with above information we would be very much obliged.

(Signed) FARMINGTON COAL & MINING CO.
Per Fred Hummulke, *Secretary.*

In answer to the above inquiry the following letter was directed and sent:

January 10, 1894.

Frederick Hummelke, Farmington, Iowa.

DEAR SIR: Your letter of January 8 received and contents noted. Section 4, chapter 28 of the Laws of the 22d General Assembly, reads as follows:

"All common carriers subject to the provisions of this act shall according to their respective powers, afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding and delivering of passengers and property to and from their several lines, and to and from other lines and places connected therewith; and shall not discriminate in their accomodations, rates and charges between such connecting lines. And any common carrier may be required to switch and transfer cars for another for the purpose of being loaded or unloaded, upon such terms and conditions as may be prescribed by the board of railroad commissioners."

The commissioners in the complaint of *E. J. Little, of Lima, Ohio, vs. The Chicago, Milwaukee & St. Paul Railway Co.*, Report of 1889, page 1032, held that a reasonable rate for switching would be for any distance not to exceed one mile one dollar per car, not to exceed two miles one dollar and one half, not to exceed three miles two dollars. The commissioners in the case of *Wylie vs. Chicago, Milwaukee & St. Paul Railway*, in report for 1890, pages 901 and 920, also fix a rate for switching or hauling coal from Davenport to Oakton. The reports containing these two cases will be sent you by express. As matters now stand there is no specific charge fixed for switching and every case must be determined upon its own merits.

If you regard the matter of sufficient importance to require investigation the board will fix some time in the future to visit Farmington and give all parties, including the railroad company, an opportunity to be heard.

By order of the board.

Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

In reply to the above a further explanation was filed under date of February 13, as follows:

FARMINGTON, IOWA, February, 13, 1894.

W. W. Ainsworth, Esq., Des Moines, Iowa:

DEAR SIR: Your letter of January 10, 1894, and also railroad commissioners reports received, for which please accept our thanks. We find, according to reports in other cases, that the Rock Island Railroad Company is charging us entirely too much for switching cars for us from their track onto the Chicago, Burlington & Kansas City switch. The Chicago, Burlington & Kansas City must furnish their own cars to load our coal on for their road and we must pay the Chicago, Rock Island & Pacific

thirty cents per ton for switching it onto the Chicago, Burlington & Kansas City Railroad, which is 540 rods and 5 feet from extreme ends of their run. That price prohibits us from shipping over the Chicago, Burlington & Kansas City. Will you be so kind and inform us if there is any show to have that charge reduced, and what would the expense be to us for the commissioners to come down and investigate the same? Please find enclosed the distance between the different switches. Hoping to hear from you soon, we remain.

Yours truly,
FARMINGTON COAL & MINING CO.,
Per Frederick Hummelke, *Secretary.*

The same was forwarded Mr. St. John accompanied by the following letter:

February 20, 1894.

E. St. John, General Manager Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

DEAR SIR: I am directed to lay before you for your consideration and such answer as you may desire to file with the commission, the inclosed communication from the Farmington Coal & Mining Company, of Farmington, Iowa, regarding the subject of switching charges as is more specifically set out in their complaint.

Very respectfully yours,
By order of the board. W. W. AINSWORTH, *Secretary.*

This matter was by Mr. St. John referred to Assistant Attorney Robert Mather for his consideration and March 15th Mr. Mather says: "Our records show that a complaint was made by the same company before the commission in January, 1891, but for some reason our papers relating to the matter have been mislaid. Could I trouble you to send me copies of that complaint and the company's answer and of the commissioner's decision?" March 20th copies of the papers as requested and the following letter was sent Mr. Mather:

March 20, 1894.

Robt. Mather, Assistant General Attorney C., R. I. & P. Ry. Co., Chicago, Ill.:

DEAR SIR: Replying to yours of the 15th inst., in which you request me to send you "copies of the comp aint and the company's answer and the commissioners' decision" in the case of the Farmington Coal and Mining Company against the Chicago, Rock Island & Pacific Railway Company, I beg to state that the matter as then presented did not reach a formal decision, but was rather in the nature of correspondence between the parties, your company and this office. Copies of these papers are enclosed herewith.

Very respectfully yours,
By order of the Board. W. W. AINSWORTH, *Secretary.*

In reply Mr. Mather submits for answer to the petition and complaint, the following:

CHICAGO, ILL., March 30, 1894.

W. W. Ainsworth, Esq., Secretary, Des Moines, Iowa:

DEAR SIR: Referring to yours of February 20th, 1894, to E. St. John, genera manager of this company, enclosing communication from the Farmington Coal and Mining Company, Farmington, Iowa, under date of February 2, 1894, I learn on investigation that there has been no change in any manner in the situation at Farmington with reference to the manner of handling the business of the Farmington Coal and Mining Company since 1891. At that time the identical matter now complained of was laid before the commission by the Farmington Coal and Mining Company. Copies of the various communications relating to that complaint, including the answer of yourself to the Farmington Coal and Mining Company, under date of June 23rd, 1891, expressing the views of the commission on the matter, you were kind enough to enclose to me, under date of March 20th inst. There having been no change in the situation, there does not seem to be any occasion for any change in the charges. Thanking you for your courtesy in the matter, I am

Very truly yours,
ROBT. MATHER, *Assistant General Attorney.*

The opinion of the commission above referred to as of date of "June 23, 1891," is hereafter given as bearing somewhat directly upon the matter in question:

DES MOINES, IOWA, June 23, 1891.

James Carr, Superintendent Farmington Coal and Mining Company, Farmington, Iowa:

DEAR SIR: The commission have had under consideration the matter of the complaint of your company against the C., R. I. & P. Ry. Co., in relation to charge for hauling coal from the siding at your mine to Farmington.

As it appears to be conceded that the distance is 8,000 feet, or about 1½ miles; that the siding in question is on the main line, and that the hauling of the coal is not done with a switch engine, but is handled by the regular freight trains and crews, it is the opinion of the commissioners that it would constitute a haul between stations, and could not be considered as a switch, and consequently the company would have a right to charge for the service in question the rate fixed by the commissioners for haul of five miles or less. The commissioners have in one instance, at least, fixed a rate for a less distance than five miles, as you will see by reference to the case of *Wylie vs. C., M. & St. P. Ry. Co.*, set out in commissioners' report for 1890, at pages 901 and 920, a copy of which has been sent you. If your company thinks the rate fixed for the haul of five miles or less is too high, upon complaint being filed, as is usual in such cases, the commissioners will take the matter up and pass upon the question.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

Copies of Mr. Mather's letter and the former opinion of the board as quoted were forwarded the plaintiffs, with the accompanying letter, which may be considered to close the case.

April 4, 1894.

Farmington Coal & Mining Co., Farmington, Iowa.

GENTLEMEN: In reference to your case I am directed to enclose you herewith a copy of Attorney Rob't Mather's last letter in the case, bearing date March 30, 1894, and also of the board's letter to your company of June 23, 1891. In your letter of February 23, 1894, you enquire "what would be the expense to us for the commissioners to come down and investigate the same." In answer thereto I have to advise you that no expense attaches to any complaint or complaints with the commissioners or investigations made by the board, after the matter is originally placed in their hands, the case from that time being carried out at the expense of the state.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

C. No. 58, 1894.

W. E. DUNLAP, ALLIANCE, NEB., vs. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY. — *Over-charge—Bridge toll.*

August 17, 1894, the following was received by the commissioners:

COUNCIL BLUFFS, IOWA, August 17, 1894.

To the Railroad Commissioners, Des Moines:

DEAR SIR: I am on emigrant car from Boydon, Sioux county, Iowa, Milwaukee road, to Alliance, Nebraska. The agent at Boyden charged me $10 toll for crossing bridge here to Omaha, and included it in my tariff rate. I find since coming here that I will go by Pacific Junction, where it is unusual to charge any toll. So I report it as a case of over-charge. Will you be kind enough to look into it. Address me at Alliance, Nebraska.

Yours etc.,

(REV.) W. E. DUNLAP.

The matter was taken up as follows:

August 22, 1894.

A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR: Enclosed please find copy of claim of Rev. W. E. Dunlap, whose present address is Alliance, Nebraska, in reference to alleged over-charge of $10 bridge toll at Council Bluffs on car of emigrant goods, which complainant says were hauled via Pacific Junction. This is, obviously, an interstate shipment, but carriers have usually shown a willingness to investigate and adjust cases of this character whenever any error has been made. The matter is laid before you for your information and such answer as you may desire to make. Your answer will be forwarded to complainant on receipt thereof.

Very respectfully yours,

By order of the Board. W. W. AINSWORTH, *Secretary.*

In reply Mr. A. C. Bird, traffic manager, under date of September 19th says:

In addition to our rate to Council Bluffs we collected the bridge toll and the local rate beyond. But the freight was forwarded by the B. & M., no bridge toll being charged. We have made voucher refunding ten dollars.

Mr. Dunlap was notified of Mr. Bird's action and on October 9th he says: "The railroads have made a satisfactory adjustment of my claim," which closes the case.

C. No. 59, 1894.

L. B. DAVIS, TOWNSHIP CLERK, BRIDGEWATER, IOWA, vs. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY. — *Highway crossing.*

On August 8, 1894, the following complaint was filed with the board:

BRIDGEWATER, IOWA, August 7, 1894.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS: We established a public highway over two years ago across the Nodaway and Cumberland Branch of railroad and we have been ready for the crossing for eighteen months and they have been notified a number of times and they fail to pay any attention to it. Now if there is any way to compel them to put it in we would like to see it done, and if you can help us out please do so. The crossing is located between sections 27 and 34, Jackson township, on 73-33 and District No. 8, Adair county, Iowa.

Mr. Wiseman, of Creston, is the man that seems to be looking after this branch.

Respectfully,

L. B. DAVIS, *Township Clerk, Jackson Twp.*

The same was sent on August 9th, to Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy Railroad, and under date of August 17th, Mr. Merrill says:

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commissioners Des Moines, Iowa:

DEAR SIR: Your letter of the 9th inst., with petition from the township clerk of Jackson township, Bridgewater, Iowa, came duly to hand.

My advices are that the highway referred to was not regularly opened across our tracks. I understand it was a change of highway from one point to another. Mr. Wiseman, our roadmaster, agreed to the change, providing the necessary grading was done. This was agreed to, but only a small amount of grading has been done—not

sufficient to make the road safe. We have had the material on hand to complete the crossing for some time, and our part of the work will be done as soon as the grading is completed. Yours truly,

W. F. MERRILL, *General Manager.*

A copy of Mr. Merrill's reply was sent Mr. Davis, with the request to "make such reply as he might wish to file with this board." To this Mr. Davis made the following reply, filing with it the plat made by the deputy surveyor of Adair county:

BRIDGEWATER, IOWA, August 27, 1894.

Secretary Iowa Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Yours of the 22d inst. at hand, also copy of Mr. Merrill's reply, contents carefully noted in reply. Would say Mr. Merrill's advices are ignorant or misinforming him. The highway referred to is a new highway known as No. 278½, commencing at the southwest corner of section 27 and running thence east 1¾ miles, intersecting cross-highways at both ends of No. 278½. This said highway was located and established by the honorable board of supervisors of Adair county in June, 1892; then the railroad company was legally notified of the same; then the county built an iron bridge 76 feet long on this highway and the the township has built two other bridges, one 28 feet long and one 16 feet long, and the road has been worked from one end to the other, and is in good passable condition, all but the railroad crossing. We have complied with the law in every point. Now this is the highway referred to by us, and the one we want the cro-sing on between sections 27 and 34 in township 75, north range 33, west of the 5th P. M. of Iowa. If this is not evidence enough to convince your honorable board that it is a legally established highway, we will send a certified statement to the same by our honorable county board and county auditor. Now in regard to the grading, Mr. Wiseman, their roadmaster, sent us word on election day, the fall of 1892, by their section boss that if we would do the necessary grading he would put in the crossing in the fall of 1892. We ordered our road supervisor to do it as we needed the crossing very badly, and he did the work in November, 1892, but we didn't get any crossing. In the early spring of 1893 our road supervisors wrote him, told him we were very anxious for the crossing, that the grading was done in two or three months. Mr. Wiseman sent back word by their section boss that grading didn't suit him, that it would have to be done lower and wider; so he made it lower and wider in June, 1893, then wrote him again. Never got any word till the ground was frozen in the fall of 1893. Then it didn't suit him; would have to be dug lower and wider. So he dug it out on the 3d day of May, 1894, and still it don't suit him; so we have called out the county surveyor and civil engineer (Hon. Geo F Clark) to take the exact grade. We will send you his certified statement, together with his plat of same. Now this donated grading has cost the township over fifty dollars, and it will be the main traveled road between Bridgewater and Fontanelle when their crossing is in. Now in regard to the material, their section boss told us today that the stringers for the crossing weren't here on the ground. Yours respectfully,

By order of Board of Trustees. L. B. DAVIS, *Township Clerk.*

On request of trustees of Jackson township, Adair county, Iowa, I made on Monday, August 27, 1894, a survey of highway grade adjacent to railroad crossing petitioned for by them, plat No. 1.

I also surveyed a crossing made by the railroad company between sections 31 and 32, same township, plat No. 2.

I will also state that upon examination I find the cut adjacent to the crossing petitioned for of less grade and wider (therefore safer) than the average crossings of said railroad.

GEO. F. CLARK,
Deputy Surveyor, Adair County, Iowa.

Upon the receipt of the above from Mr. Davis and the deputy surveyor, the following was sent Mr. Merrill:

September 5, 1894.

W. F. Merrill, General Manager Chicago, Burlington & Quincy Railroad Co., Chicago, Ill.:

DEAR SIR: Your letter of August 17th in relation to petition of Township Clerk L. B. Davis, of Bridgewater, Iowa, in reference to highway crossing over your road

was by direction of the board forwarded to Mr. Davis, whose answer, together with the statement of the surveyor employed in the case, you will find herewith. The diagram referred to would probably not be of especial interest, but will be sent you if desired.

I am directed to say that if the facts are as stated in Mr. Davis' letter of August 27, the commissioners see no good reason why this crossing should not be promptly completed and they ask you to give this case your immediate attention and reply.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

On September 12, Mr. Merrill writes as follows: "We will take up this matter right away and endeavor to make a satisfactory settlement of it."

The attention of Mr. Merrill was again called to it on October 1, and on October 9th, citizens of Bridgewater addressed a communication to this office saying, "the crossing called for has been put in and the difficulty satisfactorily adjusted," which closes the case.

C. No. 60, 1894

J. F. NAGLE, LE GRAND,
vs.
CHICAGO & NORTH-WESTERN RAIWAY COMPANY.

Complaint of location of station at Le Grand, Marshall county, and petition for the establishment of a station nearer the town.

On October 16th, 1893, a petition was filed in the office of the commissioners, signed by J. F. Nagle, in which he states that the Chicago & North-Western railway passes through the corporate limits of Le Grand, Marshall county, but that the station is one and one-half miles southeast, and that about one-half the highway leading to the station is in Tama county, so that there is no authority to keep the road in repair. He claims that the town of Le Grand is entitled to better accommodations, and asks the commissioners to give instructions as to the method of proceedure before the board to obtain this. On October 18th, 1893, the reply that upon examination of the profile of the road the commissioners find that Le Grand station is located upon a summit, and that there is a space of 1,600 feet of level track for station purposes, and that this is the only place between Quarry and Montour where there is enough level grade to locate a station; hence the board are of the opinion that it is useless to call the attention of the railroad company to the complaint.

About April 1st, 1894, the attention of the commissioners was again called to the subject by Senator Turner, and on April 3rd Prof. Helfenstein called and had a conference with them. He urged earnestly the claim of the town upon the railroad company, and advanced the theory that the company should be required to meet the convenience of the town without regard to cost or gradients. The commissioners not admitting this claim to be either the law or

the duty of the corporation, adhered to their first holding and decline further action.

Since the above was written there have been a great number of requests and applications to change this station, but no facts elicited that would afford a pretense for ordering the change desired.

C. No. 61, 1894.

F. PUNDT, ROAD SUPERVISOR, IOWA TOWNSHIP, IOWA COUNTY, IOWA,
VS.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Highway crossing.

August 17, 1894 the following statement was filed in the office of the commission:

HOMESTEAD, IOWA, August 16, 1894.

To the Railroad Commissioners of the State of Iowa:

GENTLEMEN: The undersigned makes complaint against the Chicago, Milwaukee & St. Paul Railway Company and shows: There are two points in section five, township number eighty, north of range nine, west of the fifth principal meridan, where the track and right of way of said railway company cross the public highway, being in road district number three, of Iowa township, Iowa county, Iowa, of which district complainant is supervisor.

Complainant further shows that in his judgment and to the best of information he can obtain from competent persons acquainted with the facts, the bridges crossing the track at said points (being some twelve or fourteen feet above the grade of the track) are not sufficient, for that the timber and substructure of the same are not in sound condition, being partially decayed, rendering such bridges unsafe for the ordinary travel and traffic of the neighborhood.

He has stated his complaint to the said railway company, who informs him that the company has had an inspection made of such bridges, and deems them safe and sufficient, and who refuses and neglects to repair or rebuild such bridges or otherwise remedy the defects therein.

This complaint arises upon facts that arose after a complaint made some two years ago was heard by the commission.

Complainant asks an order requiring the said company to place said bridges in such condition as will accommodate the ordinary demands of travel and traffic in the locality where they are situated.

FREDERICK PUNDT,
Road Supervisor District No. 3, Iowa Twp., Iowa county, Iowa.

On the same day a copy of the complaint was transmitted to Mr. A. J. Earling, general manager of the defendant company, requesting his attention and reply, to which on August 27 Mr. Earling says:

August 27, 1894.

W. W. Ainsworth, Secretary Board of R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: Replying to yours of the 17th, enclosing complaint of Road Supervisor Fred Pundt, regarding condition of two of our bridges in Iowa township, Iowa county. I beg to say that since receipt of your letter these two bridges have been thoroughly inspected by our superintendent of bridges and pronounced perfectly safe and in good condition.

It being the especial business of the superintendent of bridges to decide such matters as the one in question, it is presumed by his report the bridges are, as he says, "in a safe and good condition," and this case may be considered closed.

C. No. 62, 1894.

S. G. FRANTZ, ROAD SUPERVISOR, BLAIRSTOWN, IOWA,
VS.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Highway crossing.

On May 7th, 1894, the following complaint was submitted to the board:

BLAIRSTOWN, IOWA, May 5, 1894.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: The Chicago & Northwestern Railway Co. have the road obstructed by fence on each side of road between sections 15 and 16 in LeRoy Township, Benton county. It is a main road running north and south. The bridge over a small stream called Prairie Creek washed out some few years ago and the road was not traveled, but the county built a new bridge last year and the township trustees have asked them to open it, and I also asked them to open it. They pay no attention to it. Will you please notify them to open the road.

S. G. FRANTZ,
Road Supervisor Road District No. 1, LeRoy Township, Benton County.

On the same day, it was sent to Mr. J. M. Whitman, general manager of defendant road, with the usual request that he "make such answer as he may desire." Under date of May 17th, referring to the above, Mr. Whitman says:

Referring to your letter of May 7th, with which you transmit a communication from Mr. S. G. Frantz, road supervisor, Blairstown, Iowa, in regard to what is stated as an obstruction to a highway between sections 15 and 16, in Leroy township, Benton county:

I will advise that this matter is not correctly stated in the communication which has been addressed to the commission. The parties interested applied to us in December last to open this highway over our right of way and track, and they were at that time notified that the company would not make any objection nor oppose the opening of this highway, provided the proper legal proceedings were gone through with and the road constructed by and at the expense of the proper authorities. Since the receipt of your letter of May 7th I have caused inquiry to be made, and find that the matter was turned over to the county attorney, and that is the last we have heard of it. I would suggest that Mr. Frantz be advised to communicate with Supt. Hallenbeck regarding this matter.

Copy of Mr. Whitman's statement was sent the complainant, with the request to "kindly note the above and file such further statements as you may desire to lay before the commissioners, if any, at an early day." Replying to Mr. Whitman's letter, Mr. Frantz says: "The railroad company fenced up the road after the bridge over Prairie Creek washed out, and did so without any authority whatever, and refused to open it last fall when we asked them." The legal establishment of the road seeming to be in question, the following was addressed Mr. Frantz:

May 29, 1894.

S. G. Frantz, Blairstown, Iowa:

DEAR SIR: Please furnish this board a certificate of the auditor of Benton county, that the records show that on a specified date in June, 1868, the road was established between sections 15 and 16 (give township and range) in Le Roy township, Benton county, Iowa, and also establish by proof (affidavit or otherwise) that the highway was opened and used by the public from that time until the bridge washed out. Give the date by affidavit when the bridge washed out, and when the highway was fenced by the railway company, also when the bridge was rebuilt and the railway company notified to open the road. If these facts are furnished the board in testimony it will be much easier to get at the case, than by general statements which the company deny.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

After some unimportant correspondence the plaintiffs filed on the first of September a transcript of the proceedings had in the establishment of the highway in question, the same having been legally established January 6, 1864. Copies of said papers were sent Mr. Whitman and under date of October 6 he says: "The crossing is open and has been in use by the public two or three weeks," which closes the case.

C. No. 63, 1894.

GEO. HUMMER MERCANTILE COMPANY, IOWA CITY,

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Insufficient train service.

On May 28, 1894, the following complaint was filed with the commissioners:

IOWA CITY, IOWA, May 26, 1894.

To the Honorable Railroad Commissioners of Iowa, Des Moines, Iowa:

As jobbers of groceries who employ traveling salesmen, we would ask your honorable body if better passenger transportation facilities cannot be secured on the Rock Island road between Brooklyn and Des Moines. For instance, after No. 3 leaves the former town going west in the morning there is no train going either way carrying passengers until No. 4 in the evening, an interval of eight or ten hours. If our men could ride on Nos. 53, 54, 91 and 98 as formerly, it would save much time and expense. As the locals 51 and 52 carry passengers east of Brooklyn, we can see no reason why 53 and 54 should not do so west of there. Very respectfully yours,

THE GEO. HUMMER MERCANTILE CO.

Copy of the complaint with the accompanying letter was sent Mr. E. St. John, general manager of the Chicago, Rock Island & Pacific, on May 29th:

DEAR SIR: Enclosed please find copy of a complaint from The George Hummer Mercantile Company, of Iowa City, Iowa, regarding the alleged insufficient train service between Brooklyn and Des Moines, to which your consideration and answer are respectfully requested. I am also directed to advise you that oral complaints of the same general tenor have reached the commission. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

To the above Mr. St. John, on June 2d, filed the following reply:

DEAR SIR: I beg to acknowledge receipt of your favor of May 29th, and to give you below a schedule showing the trains passing Iowa City, Brooklyn and Des Moines, both westward and eastward, that are authorized to carry passengers.

	Iowa City.	Brooklyn.	Des Moines.
	WESTBOUND.		
No. 5	5.07 A. M.	6.40 A. M.	8.40 A. M.
No. 3	7.45 "	9.20 "	12.15 P. M.
No. 21	8.53 "	10.06 "	11.50 A. M.
No. 51	12.20 P. M.	5.15 P. M.	12.40 A. M.
No. 1	8.07 "	10.10 "	
	EASTBOUND.		
No. 6	1.06 A. M.	11.37 P. M.	9.25 P. M.
No. 2	5.07 "	3.05 A. M.	12.30 A. M.
No. 22	11.31 "	9.30 "	7.15 "
No. 52	12.10 P. M.	5.45 "	
No. 4	10.06 "	8.10 P. M.	5.10 P. M.

I think you will agree that the accommodations furnished are ample to meet the ordinary necessities of the public, and we know from experience that these are not excessively remunerative in their results, and that the additional stoppage of trains between these points would not pay the cost of the same, while it would unquestionably interfere with the prompt and rapid movement of traffic.

I am sorry that complaints of this nature are not accompanied with guarantees, sufficient for us to speculate sometimes upon the suggestions made, but I find nothing of this kind in the communication. Very truly,

E. ST. JOHN.

A copy of Mr. St. John's reply was forwarded to the plaintiff company, and the following letter of suggestions was sent Mr. St John:

June 5, 1894.

E. St. John, General Manager Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

DEAR SIR: Your letter of June 1st received. I am directed to reply that the communication simply asked for better train service for the local stations between Brooklyn and Des Moines, and suggested the manner they might be furnished without increasing the cost of the service to the railroad company.

Your letter gives the schedule of trains going west over this part of the road as four passenger trains, which accommodate the through travel remarkably well but give the local points very little service. Train No. 5 stops at Grinnell, Newton and Altoona; train No. 21 stops at Grinnell and Altoona; train No. 1 leaves Brooklyn after all business hours. 10:10 P. M., so that No. 3 is practically the only train going west that the other six or seven stations can avail themselves of. Going east, No. 6 leaves Des Moines at 9:30 P. M., and No. 2 at 12:30 A. M., so that these trains are of no advantage to local travel. The trains that leave Des Moines at 7:15 A. M. and 5:10 P. M. are a great convenience; at the same time the question arises, whether the public, particularly at the smaller stations, might not, without any loss or injury to the company, be allowed to ride on the local freights mentioned in the petition, which it is understood stop at all stations. Out of the eight trains mentioned in your letter between Brooklyn and Des Moines, but three of them are of any practical value to the small stations. It is suggested that this want might be supplied by local freights as formerly. Is there any good reason why it should not? Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

Under date of June 9th, 1894, Mr. St. John, in reply to the above, says:

DEAR SIR: I have your favor of June 5th. There are the best of reasons why the trains suggested in your letter cannot make all the stops that your letter intimates would be desirable. The time of those trains is an important feature in the conduct of through commercial business, as you can readily see, and the schedule is made up to meet the essential requirements and at the same time limit the stops, in order that the number of hours, which a train must make over the state can be accomplished. It may be that

there is inconvenience so far as hours are concerned, to some of our passenger trains, which pass through early in the morning, or at night, but we all have to be put to more or less inconvenience, and if the requirements of the business are met, so far as the business itself will pay for it, it would seem that the difficulties, which a few people think they labor under, are not after all very serious. Our desire, of course, is, and always has been, to do the best that we could for the people, considering what our trains were required to accomplish; and this we thoroughly believe that we are doing.

Yours truly,

E. ST. JOHN.

Soon after the receipt of the above reply from Mr. St. John a member of the board had a personal interview with Mr. W. H. Stillwell, superintendent of the Iowa division, in regard to the complaint, explaining to him somewhat in detail what seemed to be the necessities of the case.

As a result of this conference Mr. Stillwell directed the following letter on June 16, 1894:

DES MOINES, June 16, 1894.

W. F. Allen, Esq., Assistant General Manager, Chicago:

DEAR SIR: Herewith are some papers which were handed me today by Railroad Commissioner Dey, with request that I send them to you, asking if you could not consistently see your way clear to allow train No. 53 to carry passengers.

I explained to him the reason why we could not handle passengers on trains Nos. 91 and 98, and he could readily see that we could not do so and make the time we are making on these trains. I advised him that train No. 54 was now carrying passengers.

Yours truly,

W. H. STILLWELL, *Superintendent.*

As the result of Mr. Stillwell's suggestion, under date of June 23d, the following was filed:

W. W. Ainsworth, Esq., Secretary Iowa Board Railroad Commissioners, City:

DEAR SIR: I return you herewith all papers in matter of Geo. Hummer Mercantile Co's petition for better train service between Des Moines and Brooklyn. In reply will say that I have arranged for train No. 53 to carry passengers between Des Moines and Brooklyn. We had arranged for train No. 54 to carry passengers before this complaint was received.

Yours truly,

W. H. STILLWELL, *Superintendent.*

The plaintiffs were notified of the result of Mr. Stillwell's action and asked "if you have any reply to make to the same, or anything further to lay before the board in reference to this case, kindly forward the same immediately," and on July 24th, the plaintiffs say: "We believe the trains on the Chicago, Rock Island & Pacific Railway between here and Des Moines as now scheduled, are satisfactory to us; at least are now making no complaints."

Since the desired result seems to have been accomplished, the case is closed.

C. No. 64, 1894.

SOKOL & KEGLEY, MONMOUTH, IOWA. vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY. } *Damage to sorghum in transit.*

On November 30, 1894, the following complaint was addressed to a member of this board:

MONMOUTH, IOWA, November 28, 1894.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: On the 19th day of April, 1892, we shipped via Chicago & Northwestern Railway to Chas. Seifert, DeWitt, Iowa, one barrel sorghum (49½ gallons). When said goods arrived at DeWitt it appeared that one end of the barrel was knocked in and hoops off and Mr. Seifert refused to accept the barrel in that condition, and as we learn through investigation, Mr. Seifert agreed to accept said goods providing the barrel was recoopered by the company, but that part of the agreement by the company was not done, and owing to the heat of the summer the goods partly soured and were refused altogether by Mr. Seifert. The company asked us to pay freight on same which we refused to do and put in a bill for the sorghum at 30 cents a gallon, the price the goods were sold for, and the company has not honored the bill and it seems there is no attention paid to the claim, excepting that they sold the goods and deducted freight on same and offered us the balance, which we would not accept. Amount we do not just remember, but think about $6 00. Now we have a just claim and should be paid as the barrel left our store in good condition and was delivered to the railroad company in like condition as can be substantiated by the agent in charge of station at the time. Now, as we think it in your power to investigate this matter and push the claim, we appeal to you for assistance. Any further information that you might want we will be glad to give you. Hoping to hear from you soon, we remain,

Yours respectfully,

SOKOL & KEGLEY.

The same was forwarded to Mr. W. H. Newman, third vice-president of the Chicago & North-Western railway, with the request that he give it his attention. On December 21st Mr. Newman was again requested to "state what conclusions you have arrived at in the matter," and on December 24th a letter was received from Mr. R. C. Richards, freight claim agent, in which he says: "The claim of Sokol & Kegley has been referred to me, and in reply I have to say that this matter has been settled." The plaintiffs in the case were notified of this conclusion, and requested to advise the commissioners upon the receipt of the voucher, and under date of January 2nd they say: "We have this day received from the railway company full amount of our claim for the barrel of sorghum," which will close the case.

C. No. 65, 1894.

W. H. ZENOR, ROAD SUPERVISOR, ONTARIO, IOWA.

vs.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Highway crossing.

July 19, 1892, Mr. W. H. Zenor, son of the supervisor of road district No. 7, in Jackson township, Boone county, filed a petition, asking that the defendant railway company be compelled to open a certain highway crossing over their right of way between sections 35 and 36, township 84, range 25, in Boone county. The said petition also set forth the authority of the said Zenor in the case together with other and less important matters, pertinent thereto, and implored the aid of the commissioners in securing the desired opening. Mr. J. R. Whitaker, of Boone, as attorney, represented Mr. Zenor in the case and with him most of the subsequent correspondence was had. Mr. J. M. Whitman, general manager of the C. & N. W., was furnished with a copy of the plaintiff's petition July 21, and his answer respectfully requested. Under date of August 12 Mr. Whitman says: "I will advise that this matter has been placed in the hands of our law department." Following soon after Mr. E. L. Green, local attorney for the Chicago & Northwestern at Boone, notified the board that the matter had been referred to him and says: "Sometime this week I will forward you the answer of the company to this complaint," and under date of August 26, 1892, Mr. Green, as attorney for defendant road, filed answer to the petition of Mr. Zenor, which from its length, is not deemed necessary to insert here, but is a sweeping denial of the right and justice of nearly every position taken by the petitioner. One special denial, however, worthy of notice and vital to the opening of the crossing is: "The railway company deny that there is or ever was any highway across its right of way at the place named in the complaint, and none established, created or placed there by law." This phase of the case required a certified copy of the papers locating said highway, provided the highway in question had been legally located as alleged in the prayer of the petitioner, Mr. Zenor, and on October 19th, Mr. Whitaker was requested to procure from the Auditor of Boone county, and file with the board, a certified copy of the proceedings by which said highway was legally established. Under date of November 12, 1892, Mr. Whitaker filed the papers required from the Auditor of Boone county, and by evidence appearing in said papers, it is shown that the highway in dispute was legally established in the year 1858, and with the filing of said papers, attorney Whitaker intimated that in the near future he should be busy, and requested to be duly notified when the commissioners would examine the location, that he might meet with them. Thus the matter rested till March 21, 1893, when Messrs. H. A. Cobb, Nathan Little and Chas Cooper, as a committee elected by three adjoining school districts, all of whom were interested in the opening of the highway and crossing in question, presented their request that this matter might have an early and favorable decision claiming that "for convenience in reaching the schools and coal shafts in the immediate vicinity, the opening of this crossing was a public necessity." Accompanying this request was a plat of the location, showing in detail the names of owners of farms in the vicinity of the crossing prayed for. Mr. Zenor, whose term of office as road supervisor had now expired, seems to drop out of the case and the "elected committee," represented above appear as plaintiffs.

In reply to the petition of Messrs. Cobb, Little and Cooper, the following was sent by order of the board:

March 22, 1893.

Messrs H. A. Cobb, Nathan Little and Charles Cooper, Committee, Ontario, Iowa:

GENTLEMEN: Your letter of March 11th was duly received. You ask the board to call the attention of the officers of the Chicago & North-Western railway to the fact that a road was laid out on the line between sections 35 and 36, Jackson township, and made a matter of record in the office of the auditor of Boone county years before the railroad was built.

They had prepared a statement to this effect, when they discovered that the same case was pending before them on a complaint brought by Wm. H. Zenor, road supervisor district No. 7, Jackson township, Boone county. The complaint was sent by J. R. Whitaker, county attorney.

The railway company filed an answer, in which they deny that there ever was a highway across the right of way at the place named, and none placed there by law; also deny the authority of the board to jurisdiction in the case.

This latter, the board understands, will be argued before them very soon. If the case is not argued here at an early day, it will be disposed of if they have to go to Boone to determine it. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

On the same date a letter was addressed to Mr. Whitaker, in the following language:

March 22, 1893.

J. R. Whitaker, Esq., County Attorney Boone County, Boone, Iowa:

DEAR SIR. Some time since you called at the office of the commissioners and stated to one of the members of the board that you and Mr. Green, attorney for the Chicago & Northwestern Railway Company, would in the near future appear before the board and present the question of jurisdiction claimed to be involved in the case of Zenor, road supervisor etc., against said railway company and still pending before the board. A communication has recently been received at this office from a committee, Messrs. Cobb, Little and Cooper, that appear to have been appointed at some school meeting recently in relation to the same highway crossing.

The board desire to take up this case and dispose of the same in some way. If it is not convenient for you gentlemen to appear here and argue the questions involved as talked of when you were at the office, the commissioners will fix some date in the near future when they will go to Boone and investigate this matter. An early answer

indicating your wishes in the case as to the time such hearing can be had, or stating when the same can be taken up at the office here, if that course is still preferred, is desired by the board. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

April 5th Mr. Whitaker was again requested to confer with Mr. Green, the attorney for the defendant, and if they so desired, to appear before the board and present such further arguments as they might wish on April 11th or April 13th, to which, on April 10th, Mr. Whitaker says: "I have just seen Mr. Green, and he tells me he can appear before your board Friday, the 14th, at 2:00 P. M.;" but as the board had a prior engagement for that day, Mr. Whitaker was so informed by wire, and he (Mr. Whitaker) appeared at 2:00 P. M. of the 13th, and presented his client's side of the case, but developing nothing new of importance in fact or argument. At a subsequent meeting of the board, held soon after, it was decided to visit the location and make a careful examination of the proposed crossing, and inquire into the public demand for its construction. Consequently May 16th was fixed upon as the time when such a visit would be made, and the attorneys and all interested parties were notified thereof. The commissioners visited the location as per notice, were met by the citizens of the vicinity of the crossing, all of whom seemed to be agreed as to the great convenience in attending school and hauling coal which would result from some means of crossing the railroad tracks at that point. The manifest disposition was very conservative, and an over or an under crossing would answer their purpose, or a crossing deflected 100 feet or more to the west (which seemed to the commissioners most easily built) and at grade, would answer their purpose. The main object seemed to be to *cross* in some way.

In view of the conditions found to exist, and the demand seemingly from the public, the following letter was directed to be sent Mr. Whitman, general manager of the Chicago & North-Western railway:

DES MOINES, IOWA, June 1, 1893.

J. M. Whitman, Gen. Manager Chicago & Northwestern Railway Company, Chicago, Ill.:

DEAR SIR: In August, 1892, you wrote the commissioners in regard to an application for opening a highway crossing over your road in Jackson township, Boone county, Iowa, "that the matter had been placed in the hands of our legal department." It appears in testimony that the highway was laid out in 1858 and owing to a slough where your road crossed it, had been but little traveled. That after the road was built the high embankment made it impracticable to cross. From observations of the commissioners and the testimony of persons living in the vicinity, it appears that the road has always been open and traveled for miles both north and south of this place. To make a crossing in the direct line of the road would involve a large expense. By a slight divergence of the highway at this point, a crossing might be made with comparatively little cost. Without attempting here to discuss the question whether the public have lost their rights in the highway by failing in time to assert them, the commissioners desire me to suggest that your engineer or some other person examine this place and reach his own conclusions whether it may not be policy to open this highway across your road and afford the public an opportunity to go north and south without traveling an increased distance of two miles in going from the coal mines to the country south of your road. It appears to the board that the road should be opened, probably will be; at whose expense a possibly long litigation will determine. May it not be advisable to spend a portion of the money the litigation will cost you in giving the community what it is equitably entitled to? From what the commissioners could learn while there they conclude that the land owner or road authorities would co-operate with you and the land taken to make the divergence would probably be furnished without cost. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

To this Mr. Whitman replied June 14th: "I am advised by our law department that the company's side of the case has been fully presented to the board." Copy of Mr. Whitman's reply was sent Mr. Cobb, et. al., and further action was deferred till August, when, during a call at the office of Hon. N. M. Hubbard, solicitor for the Chicago & Northwestern in Iowa, the matter was presented to him and the impression of intentional fairness was so manifest in the conversation of Judge Hubbard that the following letter was directed to the plaintiff:

August 23, 1893.

H. A. Cobb, Ontario, Iowa:

DEAR SIR: June 1, 1893, a communication was sent from this office to Mr Whitman, General Manager of the Chicago & Northwestern railway company, in relation to the highway crossing you are interested in, a copy of which communication is sent you herewith. A reply under date of June 14 h from Mr. Whitman, seemed to indicate that the company would decline to follow the suggestions made by the commissioners. Today, however, Judge Hubbard, of Cedar Rapids, the general attorney of the company for this state, called at this office and informed the commissioners that the company desired to do what was right and fair in the matter, and in the line suggested by the board in their communication before referred to. He said if your board or supervisors would change the road by deflecting it a little to the westward, as talked of when the commissioners were on the ground with you and others, so as to make a grade crossing practicable, and pay the slight expense such a crossing would cause, the company would open the highway there across their right of way. This would be an easy and expeditious way of disposing of or settling the matter, and if satisfactory to your side of the controversy, please so inform the board. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

In answer to which, Mr. Cooper, one of the defendants, made this reply:

ONTARIO, IOWA, August 31, 1893.

To the Honorable Board of Railroad Commissioners:

Yours of the 23rd at hand, and in reply would say that we will accept any of the propositions you made when here, but the company wanted to extend the crossing 185 feet west of the center of the public road. This we could not accept as it would come too close to the hill and also the snow fence. Then they desired that the district should be at the expense of grading their right of way; this we couldn't do. Please inform us if the company intends to make the grading across their right of way or not. Hoping to hear from you at the first opportunity. Yours with respect,

C. F. COOPER.

In view of the slight difference of opinion which it was thought might be amicably adjusted by the aid and counsel of Judge Hubbard, the following was addressed to him:

DES MOINES, IOWA, September 7, 1893.

Hon. N. M. Hubbard, Attorney for Chicago & North-Western Railway Company, Cedar Rapids, Iowa:

DEAR SIR: In relation to the matter of highway crossing near Ontario, pending before the commissioners, with which you are familiar: under date of August 23rd a communication was addressed to Mr. H. A. Cobb, who represents the complainants, a copy of which is sent you herewith.

To this a reply was recently received, a copy of which is also sent you. The difference between these parties and the company appears to be so slight that you can, no doubt, bring about an adjustment that will be reasonably satisfactory to all concerned. The board would be pleased to have you, if practicable, give this matter your personal attention, and see if it can not be adjusted satisfactorily in the near future.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

In reply to this request Judge Hubbard, among other good things, says:

Not having been on the ground myself, I have no knowledge on the subject. I will meet Mr. Cobb or Cooper personally and go over the ground with him, and try to agree on the proper place to cross. I desire, on the part of the company, to do everything that a good neighbor ought to do to give these people their r ad. * * * Please say to Mr. Cooper that some day next week (I will telegraph the date) I will come to Ontario and will look over the ground and try to make a satisfactory arrangement for the crossing.

The plaintiffs were notified of the conclusion of Attorney Hubbard, and after some subsequent correspondence of minor importance the committee says, under date of October 16th: "Judge Hubbard has arrived, and has promised us an underground crossing, and has promised to open it immediately;" and as a member of the committee subsequently called at the office and informed the commissioners that they now have a good under-crossing which is much appreciated, the case is closed.

C. No. 66, 1894.

RUSSEL GATTON, MOSCOW,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.
Bad condition of fence.

On April 27th, Mr. Russel Gatton, of Moscow, filed with the board the following complaint:

MOSCOW, MUSCATINE CO., IOWA, April 25, 1894.

Honorable Board of Railroad Commissioners:

GENTLEMEN: I wish to enter a complaint against the Chicago, Rock Island & Pacific Railway Company The fence at the sides where the said railroad runs through my farm is in bad condition. I have notified the roadmaster of said road, but have not received any satisfaction. My stock is in danger all the time, as my pasture is by the above railroad. The most of the posts are burnt off, nothing to hinder my cattle to go on the track and liable of being killed by their trains. My farm is on the west side of Cedar river, Moscow township, Muscatine, Iowa. RUSSEL GATTON.

A copy of the same was sent Mr. E. St. John on April 28th, to which, on May 15th, Mr. A. Kimball, assistant to the president says:

DEAR SIR: Referring to the complaint of Russel Gatton, of Muscatine county, in regard to the condition of his fence. I found that arrangements had been made to repair his fence, and it is now rebuilt; but the assistant roadmaster writes that Mr. Gatton is not satisfied, and that he claims he is entitled to a fence ten feet high. I find upon looking up the right of way deed through his land (deed was from Russel Gatton's father), that the company agreed to make him a fence six feet high. If he insists on this, we will put on a few more wires. Yours truly,

A. KIMBALL, *Assistant to President.*

A copy of Mr. Kimball's letter was sent Mr. Gatton May 16th, with the request to make such reply as he might desire to file with the board, to which, under date of May 21st, Mr. Gatton gives his reasons for not being satisfied with the fence, and as the result of such explanation on May 22nd the following was sent Mr. Kimball:

May 22, 1894.

A. Kimball, Assistant to President Chicago, Rock Island & Pacific Railway Company, Davenport, Iowa:

DEAR SIR: Again referring to yours of May 14th, in reference to the fence for Mr. Russell Gatton, of Moscow, Iowa: he has addressed a letter to the board dated May 21st, in which he says that it is a false report that he is insisting upon a fence ten feet high. He says that the part of the fence that has been rebuilt with new wire and posts is all right; that he simply wants a fence such as the company makes when building new fence, but that he isn't satisfied and will not have old wire that is weak from rust, patched with old ties for posts, so that when his stock "gets against such fence it falls to pieces. I have been patching their fence for two years, have to see to it every day, then I am liable to lose some of my stock by getting on the road, and I am tired of it."

Will you kindly give this case such attention as it may require, and report the result to the commissioners. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

Under date of June 4th, Mr. Kimball says: "Our roadmaster reports that the fence has been put in good order and condition and, he thinks, to the satisfaction of Mr. Gatton." Upon receipt of the foregoing, Mr. Gatton was requested to state immediately whether he was satisfied, that the case might be closed, to which, on June 7th, Mr. Gatton replies: "I am satisfied with the fence on the road through my land," and thus the case is closed.

C. No. 67, 1894.

REV. W. W. DANNER, DES MOINES, FOR IOWA HOLINESS ASS'N.,
vs.
IOWA LINES.
Unjust discrimination in passenger excursion rates.

Under date of May 31, 1894, Rev. W. W. Danner, of Des Moines, for the committee of the "Holiness Association," importuned the aid of this board in securing to the said association such rates of fare as were by the "Western Passenger Association" granted to other like bodies and assemblies under similar conditions and circumstances. Upon the presentation of the request in due form the following letter was sent B. D. Caldwell, chairman Western Passenger Association (controlling Iowa lines), Chicago, Ill.:

DEAR SIR: The board of railroad commissioners of Iowa are in receipt of a formal complaint from the Iowa Holiness Association alleging unjust discrimination on the part of the Iowa lines, members of your association, to whom, through you, this communication is addressed. Complainants state that "said passenger association has refused to grant reduced rates over railroads in Iowa to the annual camp meeting of our association to be held in Des Moines, Iowa, June 14-25, 1894, and has granted a rate of one and one-third fare for trip to the camp meeting of the Seventh Day Adventists, now being held in this city (Des Moines). Both meetings are state meetings and we complied with the same conditions as they in filing our applications for reduced rates, sent us by said passenger association."

Complainants then appeal to the board for such relief and aid as in its power to give, in consequence of which this matter is laid before you by the board for *immediate* attention, since the early date of the meeting, June 14th, would render prompt action necessary for such rates, if granted, to be made available.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

To the foregoing letter Mr. Caldwell, on June 2nd, made the following reply:

WESTERN PASSENGER ASSOCIATION,
CHICAGO, June 2nd, 1894.

W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: We have your favor of June 1st, regarding the question of reduced rates for the camp meeting of the Iowa Holiness Association, to be held at Des Moines, June 14-25, and have carefully noted what you state regarding same, and have placed it before the association. We shall take pleasure in promptly advising you of any further legislation which may be enacted on this question, and no doubt will be in a position to communicate with you further on the subject within a few days.

Respectfully,

B. D. CALDWELL, *Chairman.*

And under date of June 7th Mr. Caldwell makes the following statement, which may be considered as closing the case so far as the commissioners are concerned:

W. W. Ainsworth, Secretary Iowa Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: On my return found your letter of June 1st, regarding the question of reduced rates for Camp Meeting Iowa Holiness Association to be held at Des Moines June 14-25. Also find from an investigation that there was no unjust discrimination on the part of Iowa lines against the Iowa Holiness Association Camp Meeting, as charged in complaint made by that association to your board.

The question of reduced rates for gatherings such as this, is subject to the vote of all lines interested, and under our agreement, unanimous vote is required before any reduction can be authorized. In the case in question, there was failure to secure the necessary unanimous assent on the first presentation. Subsequently, however, the matter was, upon request of a member, re-submitted, and reduced rate of fare and one-third on certificate plan from points in Iowa agreed to, upon the same conditions that apply to other similar meetings, namely: That there shall be an attendance of one hundred or more, who have paid full fare from points in Iowa to Des Moines for going passage, as shown by certificates presented to the joint agent, appointed by our lines at Des Moines for the stamping of such certificates, thus permitting the holders to return at one-third fare, provided the necessary number is presented. Respectfully,

B. D. CALDWELL, *Chairman.*

C. No. 68, 1894.

ROBERT DONAHUE, BURLINGTON,
vs.
VARIOUS RAILWAYS.

Rates on iron and iron products.

On April 2nd Robt. Donahue, president of the Donahue Iron and Hardware Company, of Burlington, addressed a communication to this board expressing his apprehension that a new rate on iron and iron products had been put in by western lines leading from Chicago to Iowa points, and that said rates reduced freight charges four (4) cents per hundred weight to said Iowa points. In the letter Mr. Donahue says:

If this is a fact, we manufacturers and jobbers of Iowa will find ourselves handicapped by the old methods of the lines crossing Illinois and Iowa and making rates from Chicago to points in Iowa which we can not meet under the present Iowa schedule except at a loss. Will you kindly look into this and advise me if such is the fact? Rates have been reduced to Chicago and the Mississippi river. If this reduction necessitates a reduction from Chicago to Iowa local points, will not this necessitate a reduction of Iowa local rates? We jobbers and manufacturers must look to our board of commissioners to protect our interests in small matters, as these changes are done very quietly and the danger to us is ever present.

Upon the receipt of the foregoing, a letter was addressed to the general freight agents of the several trunk lines, asking for a schedule of rates on iron and steel articles from Chicago to points in Iowa, in car load lots, both current rate and the one in effect prior to April 1st.

The agents kindly responded and on April 11th the following letter was directed to Mr. Donahue:

DEAR SIR: Referring to yours of March 31, in which you enquire whether it is a fact that rates on iron articles have been decreased from Chicago locally to points in Iowa, I beg to state that upon receipt of your letter it was thought best to obtain authoritative information on that point and consequenly the trunk lines were asked to send their tariffs, showing not only the current rates, effective since April 2, but the rates in force prior to that time.

These tariffs, as you will observe are somewhat voluminous and it was thought possible you might desire to consult them for yourself, hence the whole package of tariffs, which have been received is enclosed for your examination.

Please return them with your answer if you have anything further to lay before the commissioners in regard to this case.

By order of the board.

Under date of April 12, Mr. Donahue says: "I return herewith the papers sent us—the tariffs of the various railroads—and fail to discover anything in them to corroborate the clipping I sent you," and as the "clipping" referred to was the cause of "the apprehension" this case may be considered closed.

C. No. 69, 1894.

CLAUS BARNHOLDT, ATLANTIC, IOWA.

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY.

Insufficient drainage.

Under date of June 24, 1893, Messrs. De Lano & Meredith, of Atlantic, attorneys for Claus Barnholdt, filed in this office the following complaint:

ATLANTIC, IOWA, June 23, 1893

Railroad Commissioners of Iowa, Des Moines, Iowa:

SIRS: Claus Barnholdt, who lives near Wiota, in this county, is the owner of the following lands, to-wit: W. ½ of N. E. ¼, N. W. ¼ of S. E. ¼, S. E. ¼ of N. W. ¼ and all of the N. E. ¼ of S. W. ¼ N. of the Chicago, Rock Island & Pacific Railway, all in Section 8, Township 76, Range 35. Near the east side of this land there is a small culvert for the water to pass through the road bed, but it is too small to accommodate one-half of the water which flows down across his land from east to west, and as a consequence his land adjoining the railroad on the north is rendered valueless, and his corn and hay is now covered with mud from a few inches in depth to more than a foot in depth, and several acres of his crops destroyed by this means. He desires to have some action taken so that his land may be properly drained, and a sufficient outlet given to the water so as to save him farther damage in the future. He understands it to be the duty of the commissioners to have this done, and calls upon us to give notice for him of the situation, and of his demand in the premises. Please advise us for him what steps are to be taken in the matter, and oblige.

Yours truly,

DE LANO & MEREDITH.

A copy of the same was forwarded Mr. E. St. John, general manager, on the 29th, accompanied with the request that he give it "such attention and investigation as may seem advisable under the circumstances," to which on July 11, Mr. A. Kimball, assistant to the president, submitted the subjoined reply:

DAVENPORT, July 11, 1893.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Your communication with Mr. St. John in reference to overflow of Barnholdt's land near Wiota, was referred to me, and I have to reply that this same case was before the railroad commissioners in 1890, as you will see by referring to your report for that year, page 951. It was agreed that Barnholdt should cut a ditch on his land ten feet wide and five feet deep to the railroad right of way, and the railway company should enlarge its ditch sufficient to carry the water to the bridge. I understand Barnholdt has not cut the ditch, unless it has been done recently. If he has the company will at once do its part according to agreement. Mr. Preston will go there this week to look over the matter. Yours truly,

A. KIMBALL, *Assistant to President.*

A copy of which was sent Messrs. DeLano & Meredith on the same day of its receipt, to which on July 24th, they make the following reply:

ATLANTIC, IOWA, July 24, 1893.

Railroad Commissioners, Des Moines, Iowa:

SIRS: Claus Barnholdt dug a ditch on his land and the railroad company also cleaned out the ditch along the right of way, but the ditch along the right of way is so long and so nearly level that it would not carry off the water, and as a consequence, the dirt which was washed down filled up both ditches, and the situation is just as bad as it ever was. Even while the ditches were unfilled, the water would dam up against the fill and stand two feet deep all over the land. Barnholdt says the water should be taken through the fill by a culvert placed at the point where the water found its way to the creek before the road was graded, and that if this was done there would be no further trouble. The right to do this can be secured from the land owner on the south side of the right of way. But to try to run the water west to the present bridge is utterly useless, as there is not sufficient fall to do it, and a ditch can not be made and kept open along the north side to the bridge which will do the work. He insists that some steps be taken to find a way to carry off this water and prevent these damages. Yours truly,

DE LANO & MEREDITH.

Mr. Kimball was immediately advised of the position taken by Mr. Barnholdt through his attorney, and was requested to investigate the matter and file his answer with the commissioners. On August 14th, Mr. Kimball not having replied, his attention was again called to the case and on August 16th, he filed the following reply:

Replying to yours of 14th, regarding the case of Claus Barnholdt. As I wrote you on July 11th, we found that Barnholdt had not cut the ditch on his land as agreed, and was not disposed to do it, claiming that the only proper way to do it was to put another culvert under the railroad to carry the water direct to the creek, instead of along the railroad ditch to the bridge. We then made him the proposition that if he would procure the right from the land owner on the south side, to turn the water on that land, we would put in a pipe culvert, which he agreed to do. We now have a letter from his attorneys, DeLano & Meredith, of Atlantic, stating that Barnholdt had bought that corner of land south of the railroad, where the ditch is to be, and that if we will put in a pipe, and do certain other things, which were not mentioned when Preston made the agreement with him, the matter could be fixed up. I have written Mr. Preston today to get on the ground with Barnholdt and see if he is willing to arrange the matter on a fair basis.

Messrs. De Lano and Meredith were sent a copy of Mr. Kimball's letter of August 16th, and requested to keep the board advised of the progress of the case. On November 7th, and again January 8th, letters of inquiry were sent the attorneys relative to the case, and on January 9th Messrs. De Lano & Meredith say: "The matter of Calus Barnholdt is in process of settlement, and we think will be disposed of shortly. As soon as it is closed up by the execution of ceatain written stipulations we will advise you."

On March 29th Messrs. De Lano & Meredith were asked: "Will you please advise the commissioners by early mail whether the complaint of Claus Barnholdt vs. the Chicago, Rock Island & Pacific has been adjusted?" and on April 4th the following was received, which may be considered as closing the case:

We understand that a stipulation has been entered into whereby all past claims for damages are settled and adjusted when the railroad company perform the agreement and construct a culvert at the point agreed upon. This will probably be done this spring, but should it not prove sufficient when done to relieve the land from future overflows there may have to be further proceedings. Barnholdt has agreed to waive past damages upon their representations that it will serve the purpose in the future.

Yours truly, DE LANO & MEREDITH.

C. No. 70, 1894.

B. F. DOUGHTY AND C. W. CARR, DOW CITY, vs. CHICAGO & NORTHWESTERN RAILWAY COMPANY. } *Failure to stop at crossing.*

Under date of November 10, 1893, the following complaint was filed with the board:

DOW CITY, IOWA, November 9, 1893.

Railroad Commissioners for State of Iowa:

DEAR SIRS: We, the undersigned citizens of Iowa, wish to enter formal claim to your notice concerning the running of trains by the Chicago & Northwestern road at Arion, in Crawford county, crossing of Chicago, Milwaukee & St. Paul Railroad. They do not observe the law, requiring them to come to a full stop before reaching the crossing. We wish to have the case tried and penalty enforced as per statement herewith:

On the night of September 9, 1893, No. 2 train was some four hours late and did not stop or slow up less than a ten mile per hour rate, at the whistling post or any other point. Same was going east; time card 9:30 P. M.

On the night of November 8, 1893, same train No. 2 was two hours late and repeated the same course as stated on September 9, 1893, and did not slow up less than about ten miles per hour rate. Be it known that we are witnesses to above statement of facts and are ready to qualify the same. Further we are told this violation often occurs when No. 2 is late going east; also on last named violation between the schedule time of said train and the time it passed Arion three freight trains on the Chicago, Milwaukee & St. Paul road passed Arion and all observed the law, but done switching over their line and was often exposed to such reckless running as stated.

Signers:
B. F. DOUGHTY, Sioux City, Traveling Man.
DR. C. W. CARR, Dow City, Iowa.

The same day on which it was received a copy was forwarded Mr. J. M. Whitman, general manager of the defendant road, to which on November 29, he filed the following reply, together with the statement of the engine and train men of No. 2, denying the charge. Mr. Whitman says:

In reply to your communication under date of November 10th, with which you transmit a complaint to the effect that our Iowa division train No 2, on September 9th, 1893, and that the same train on November 8th, 1893, failed to make a stop for grade crossing at Arion, Iowa.

I desire to deny emphatically both charges. If train No. 2 makes the stop for the crossing at Arion they will use twenty-six minutes from Dunlap to Denison. If the train did not make the stop they would make the run in three or four minutes less. On September 9th this train was twenty-seven minutes in making the run and on November 8th twenty-six minutes. These facts are not particularly evidence, however. I enclose, therefore, statements from engineer, fireman, conductor, train baggage man and two brakemen, to the effect that train No. 2 did make the regular stop for Arion crossing on each of the two days named.

Upon receipt of the foregoing from Mr. Whitman, the following communication was sent Messrs. Carr and Doughty, the plaintiffs in the case:

November 23, 1893.

Dr. C. W. Carr, Dow City, Iowa, and B. F. Doughty, Sioux City, Iowa:

GENTLEMEN: Under date of November 9th you wrote the commissioners that on the night of September 9th, 1893, train No. 2 on the Chicago & Northwestern railway, going east, did not stop at Arion crossing, and that the same thing also occurred on the night of November 8th, 1893. As this is denied by all the trainmen on those trains at the time indicated, the board would like to have you state more in detail the circumstances under which your attention was called to the matter. The law requires the stop

to be made at a distance of not less than 200 feet nor more than 800 feet from the crossing. Were you on the train at the time? If not, what were your means of observation? Was the attention of any other person called to the matter at the time?

The board would like all the information you can give in relation to the whole case so that no mistake may be made as to the facts.

By order of the board. Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

On December 1st the following letters were received from Messrs. Carr and Doughty, the contents of which will fully explain the conditions as seen from their standpoint:

SIOUX CITY, November 29, 1893.

Board of Railroad Commissioners, Des Moines:

GENTLEMEN: In reply to yours of the 23rd inst., I beg to submit the following: On the night of 8th inst., I waited at the Milwaukee depot at Arion, at the crossing of Chicago & Northwestern Railroad for No 2, which was due at about 3:30. It was two hours late. I saw the headlight one mile east of Dow City, and when it crossed the bridge, one mile west of Arion. I then walked down the track about two-thirds of the distance to the whistling post, and there awaited the train, intending to board the same for Carroll. Under the late changes on that road, I must stay at Arion until 1:50 P. M. next day if I failed to catch that train, which I knew must stop for the crossing. I watched it, heard it whistle, heard it slack up, heard every exhaust of the steam. I am sure that they not only did not stop, but that they did not slow up to even ten or fifteen miles per hour. Mr. B. I. Cable, night operator at the Milwaukee depot, also witnessed the same, on the night of November 8th above alluded to. He walked a part of the distance down the track and watched with some personal interest for me to see if I got on said train; says he can swear that they did not stop after they whistled. I am positive that they did not and I can be qualified by oath that they did not stop, and I was in position to know, and any court on earth would be bound to believe it, even if "all the trainmen of that train did deny it." We know well enough why they would deny it in any inquiry made by head officials, but would they deny it in a legal court of inquiry? One of the Downs Brothers, liverymen, told me that that train often passed without stopping when it was behind time, but that he would not be a witness against said company for anything.

As to the other case of Dr. C. W. Carr, of Dow City, of September 9, 1893, he says that he is ready at any time and anywhere, to go upon oath and say that he waited on said night at the whistling post for that train for four hours, and when it did arrive, it scarcely slowed up at all, and that if it had slowed to moderate gait he would have gotten on it, as he wanted to take it to go to Illinois and get married, so you see he would watch as well as pray.

I despise a corporation that compels its employes to forswear themselves in order to hold their jobs. If they succeed in their defense in this case in setting up their proof that they did stop on those occasions, I vow to prosecute them for every crossing that I see them make and not stop, and I have seen the trains of said company pass crossings at other times and places and not stop. Call on me for further use if necessary. Shall I file an affidavit? Yours respectfully, B. F. DOUGHTY.

DOW CITY, IOWA, November 28, 1893.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS: In reply to yours of November 23, will say that on the night of September 9, 1893, I went to Arion to catch train No. 2, Chicago & Northwestern Railroad, going east to Chicago. I walked about 400 feet up track to the usual stopping place, as I frequently take the flyers at that point. It was three hours late and I sat on the track until 12:20 (or near there) when it came along. The engine whistled, the brakes were applied for a few seconds until it slowed up to about ten miles per hour. The brakeman, or conductor, stood on the steps on north side. I yelled at him to hold the train, I wanted on. He said don't try to get on until it stops. Just then the engine seemed to turn loose to twenty-five miles an hour and I was left in a hard fix, as I was going to be married the next day in Illinois. Of course I came back (with Downs Bros', livery) to Dow City and took the 6:20 flyer next evening, which stops at this place. I enquired at Arion if the trains were in the habit of not stopping at crossing and was informed by several that train No. 2, when late, only slacked her speed a little on many occasions at

said crossing. I have no time now to get other affidavits from different persons, but will, if you want them, in a short time.

I am quite an athlete, frequently jump on and off trains, and on this special occasion would have made No. 2 if it were possible for any man to have gotten on, but it was too fast. I want revenge. Yours etc., C. W. CARR.

On December 7th Mr. Whitman was again addressed upon the subject matter of the complaint, as follows:

December 7, 1893.

J. M. Whitman, General Manager Chicago & North-Western Railway Company, Chicago, Ill.:

DEAR SIR: Upon receipt of yours of the 17th ult., enclosing statements of your engineer and trainmen in relation to the alleged failure to stop trains at Arion crossing, the board thinking the parties who furnished the information in relation to the matter might be mistaken, asked them to state their means of knowledge, and circumstances under which they were placed when they claimed to know of the alleged violation of the statute. Copies of their answers are sent you herewith for your information. They are certainly very strong in their statements. You will no doubt concede that the safety of the public requires strict obedience to the law requiring all trains to stop at such grade crossings. The statements sent you conflict so seriously with those of the trainmen that the exact truth can probably be best arrived at by the proper proceeding in court, where all parties can have a full and fair opportunity to be heard. The board, with this in view, have forwarded copies of all the papers relating to the matter to the attorney general, with a request that he institute the proper legal proceedings if, in his judgment, such a course would be legal and proper.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

Under the same date the following was sent:

December 7th, 1893.

Hon. John Y. Stone, Attorney General State of Iowa, Council Bluffs, Iowa:

DEAR SIR: Enclosed you will find copies of communications received at this office from Dr. C. W. Carr, of Dow City, Mr. B. F. Doughty, of Sioux City, and J. M. Whitman, general manager of the Chicago & North-Western Railway Company, in relation to matter of alleged failure to stop trains at Arion crossing by said Chicago & North-Western Railway Company, as required by law; also the statements of the engineer and trainmen in relation to the same matter.

The board request that you institute the proper legal proceedings to recover the penalties provided by chapter 163, acts Twentieth General Assembly of Iowa, in such cases, if in your judgment such a course would be legal and proper, and if not, advise the board as to the proper course to be pursued in relation to the matter.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

In reply to letter of the 7th, Mr. Whitman submits the following:

CHICAGO, December 13, 1893.

Hon. W. W. Ainsworth, Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: I have received your letter of the seventh, concerning the complaint by Messrs. Doughty, of Sioux City, and C. W. Carr, of Dow City, of alleged failure of train No 2 of this company to stop at the crossing of this company's line and the line of the Chicago, Milwaukee & St. Paul Railway at Arion, on the nights of September 9th and November 8th last. I regret that it has been felt necessary to refer this matter to the Attorney General, as you say has been done, and I write this letter for the purpose of properly apprising the commission of this company's attitude at all times, both heretofore and hereafter, of entire and solicitous obedience to the laws of Iowa, requiring the stoppage of trains at railroad crossings, and for the further purpose of calling to the commission's attention most respectfully certain considerations which, as it seems to me, ought to make litigation between the state and this company unnecessary and undesirable. I assume that it is the purpose of the commission simply to see that the law in question has proper enforcement and obedience and that, if the motive of the two complainants is manifestly mere private spite and the law is in no danger of neglect from this company, the commission will not assist the two gentlemen who complain in their purpose of revenge.

I believe the commission will accept my statement as true that this company both has been and will be careful and solicitous to see that this law, requiring trains to stop at railroad crossings, is scrupulously obeyed. I certainly regard such obedience as not only due to the welfare of the public, but desirable in the interest of the company. In that view the company heretofore adopted and has had in force (and never knowingly excused employes for disobeying), the following rule:

"All trains and engines must come to a full stop before crossing a draw-bridge or another railroad at grade and within 400 feet of the same, and must sound the grade-crossing signal before proceeding. They will not proceed until the way is known to be clear, and will not attempt to cross a draw-bridge until the man in charge has signalled the way to be clear."

This is number 120 of the company's existing rules. On behalf of this company I give the commission my personal assurance that this rule has had strict enforcement at the hands of this company's officers and will have in the future, not only at the Arion crossing, but elsewhere. In addition, if the commission think it desirable, I shall be glad to issue special instructions, calling attention to the claim of occasional infraction of this rule by employes heretofore at the Arion crossing, and peremptorily requiring the stoppage of trains in every instance at that crossing. It seems to me that these statements from this company and the issue of such particular instructions in addition to the general rules, if the commission so desire, should surely serve the purpose of obtaining obedience to the law of the state and the rule of the company, and should make unnecessary any legal proceedings and contests.

In addition, it is fortunately plain in this matter from the statement of the two complainants themselves that their purpose is solely to vent a private spite upon this company, or gain a private revenge. The copy of the letters of these two gentlemen, which you have kindly furnished to me, so expressly states. Mr. Carr says at the close of his letter, "I want revenge." Mr. Doughty says, "If they (this company) succeed in their defense in this case in setting up their proof that they did stop on those occasions, I vow to prosecute them for every crossing I see them make and not stop, and I have seen the trains of said company pass crossings at other times and places and not stop." Mr. Doughty, however (who is a traveling salesman, and presumably a good deal upon the road), appears never to have made complaint before and his expressed purpose is now to prosecute the company whenever he gets the chance, if and because a judge or jury should decide in this instance that the company did stop its trains and was, therefore, right and he himself wrong. These quotations leave no room to question that the purpose of the complainants is mere private revenge, for failing in attempting to get upon a train of this company at a place which is not a station and not a locality where passengers have any right to be received. I believe the commission, upon consideration of the clear evidence in the letters of complainants as to what their motive is, will refuse to further that motive and will see that the past and present attitude of the company in reference to the law and the enforcement of its own rule in obedience to the law, sufficiently assures a proper conduct in the future.

I have said nothing thus far as to the probable fact whether the complaint is true as to the two instances mentioned, for the reason that I wish to submit to the commission that, even if the complaint were true, the position of this company in reference to the law and its willingness, if desired by the commission, to issue special injunctions in reference to this particular train, assure the enforcement of the law hereafter and, therefore, make it unnecessary for the commission to have action taken in aid of a spirit of private animosity. I may say now, however, that we have affidavits (not merely unsworn statements) from every one of the train men to the effect that the train did stop on the two days mentioned and that a fair presumption, even if the affidavits of five train men will not out-weigh the unsworn statements of two complainants, actuated by ill-feeling, would be that the train stopped, as the train men positively swear, and that the two complainants (only one of whom was present on either night) were mistaken in their belief that the train did not stop, by reason of being misled through the train stopping much further away from the crossing than the complainant stood. The train might have stopped as far away as seven or eight hundred feet and with the observer looking straight toward the approaching train at a distance of five or six hundred feet at night, it would be very easy indeed for the observer to be in error as to whether the train stopped. It is to be remembered, too, that the complainants, neither of them, had any right to board the train at this crossing and neither was, therefore, deprived of any privileges to which he was entitled.

In conclusion, I have only to say that I shall regret it if the commissioners feel it necessary to have the attorney general prosecute the company for a penalty, when the animus of the complaint is so apparent and the company manifests and now expresses its purpose and desire to see to it that, whether in the two instances named or not there was any failure to stop, contrary to the company's established rule, there shall in the future be strict obedience to the law and the company's rule. I have not written to the attorney general, though you stated that the papers had been submitted to him; and I shall be very glad if, in your consideration of the matter with the attorney general, you will, in case it seems to you proper, lay before him with the other papers, the present letter.

Yours respectfully,

J. M. WHITMAN, *General Manager.*

Upon the receipt of so long a letter of explanation from Mr. Whitman, and one evidencing such a manifest spirit of fairness and intention to do what is right and honorable, the commissioners directed the following to Attorney General Stone.

December 21, 1893.

Hon. John Y. Stone, Attorney General State of Iowa, Council Bluffs, Iowa:

DEAR SIR: In further reference to the matter of certain citizens against the Chicago & Northwestern Railway Company, alleging failure to make crossing stop at Arion, Iowa, I am directed to enclose you a copy of communication from General Manager J. W. Whitman, bearing upon the subject. In replying thereto the commissioners close their letter by saying: "Copy of your last communication to this board will be at once forwarded to the attorney general for his consideration, and if in his judgment the board can properly refrain from instituting legal proceedings or further prosecuting the matter in the courts, the commissioners will be pleased to take that course."

By order of the board.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

And the following was addressed Mr. Whitman, as setting forth somewhat the view of the matter taken by the board:

December 19, 1893.

J. M. Whitman, General Manager Chicago & Northwestern Railway Company, Chicago, Ill.:

DEAR SIR: Your communication of the 13th inst., in relation to alleged failure of train No. 2 on your road to stop on nights of September 9 and November 8 last at Arion crossing, was duly received. Promptly upon its receipt the secretary of the board was directed to and did send to the attorney general a letter as follows:

"Referring to communication from this board dated December 7, 1893, in regard to alleged failure on the part of Chicago & Northwestern Railway employes to stop certain trains at Arion crossing, I am directed to request you not to take any steps toward instituting legal proceedings in the matter until further advised by this board."

You are right in assuming in your communication "that it is the purpose of the commission simply to see that the law in question has proper enforcement and obedience," and that it is not the desire of any of its members to aid or assist any persons in any proceedings against the company for revengeful purposes. It would not do, however, for the commissioners to ignore such statements as those made by Messrs. Doughty and Carr in this matter. Their motives are material in so far as the same might affect the truthfulness of their statements. Your road is not the only one that has been charged with a violation of the statute in question, and the accidents at these grade crossings are becoming too frequent lately for the board to pass the matter lightly of any alleged failure to make these crossing stops. When you were first informed of these particular instances you say in answer, under date of November 17, "I desire to deny emphatically both charges," and you file the statements of your trainmen, which seem to justify your denial. The board then ask the complainants to state the circumstances surrounding them at the time they claim to has been witnesses of the alleged failure to stop, and they give them with such particularity and definiteness as to carry conviction that they at least were in a position to know very well what they are talking about, to have the same somewhat vividly impressed upon their minds, and that they are thoroughly convinced of the truthfulness of the charges they make. As the train had a right to stop at any distance not less than 200 or more than 800 feet from the

crossing, it is, of course, possible that these men might be mistaken as you suggest. As long as the question was solely one of fact as to whether the train did stop or not, it seemed to the board that a court would have greater facilities to arrive at the truth than the commissioners, and the whole matter was referred to the attorney general to have the proper proceedings instituted for that purpose.

The commissioners have never doubted that yourself and your company desire strict obedience to this law, and it is a pleasure to them to say that they accept the assurances contained in your last communication as perfectly satisfactory upon that matter, and in the same spirit in which they appear to be made on your part. The commissioners will be glad to co-operate with you in guarding against future infractions, and your suggestion as to issuing special instructions calling attention to the fact that complaints have been made as to violations of this law by employes, and peremptorily requiring the stoppage of all trains at such crossings, meets with the approval of the board, and they hope you will carry the suggestion into effect as soon as practicable.

A copy of your last communication to this board will be at once forwarded to the attorney general for his consideration, and if in his judgment the board can properly refrain from instituting any legal proceedings, or further prosecuting the matter in the courts, the commissioners will be pleased to take that course.

By order of the board.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

To which on December 26th Mr. Whitman said:

CHICAGO, December 26th, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: I beg to acknowledge the receipt of your favor of December 19th, in reference to the Arion crossing matter.

I am very glad, indeed, to note that the board has received my last communication with a full appreciation for the spirit in which it was written. In the operation of our line, the North-Western Company is independent of any law or any other legal requirements, anxious to enforce instructions for the proper observance of crossing stops. It is not by any wish of myself, or any of our officers, that these instructions are disregarded, nor will any neglect on the part of our trainmen in this particular be countenanced or permitted. I should instantly direct the suspension, and the possible discharge, of any engineer failing to observe the requirements of our rules in this respect.

I have caused the attention of superintendents of our Iowa and Northern Iowa divisions to be called to the necessity of complying strictly with the rules of the company in this matter and have instructed that a special order to this effect shall be immediately issued.

Yours truly,

J. M. WHITMAN, *General Manager.*

Mr. Doughty and Mr. Carr were furnished with the substance of the correspondence in the case and so far as any action by the commission is concerned the case may be considered closed.

C. No. 71, 1894.

SHIPPERS OF IOWA, vs. ALL RAILROADS IN IOWA. } *Minimum charge for small shipments.*

In a circular issued March 26, 1894, by Mr. J. W. Midgly, chairman of the Western Freight Association, "to become effective April 10th," and "to take place of all previously existing rules and regulations applying throughout the territory of the association," the following rule was promulgated: "Minimum charge on small shipments from one consignor to one consignee will be based on the

actual weight of the class to which the articles belong with a minimum charge of fifty (50) cents."

Immediately after the issuance of the said rule or order, and largely before it became effective, protests against this rule were received at this office, by letter and by wire, from forty-five of the principal cities and towns in the state, representing one hundred and sixty-seven business firms, the burden of their complaint being that it would work a great injustice and hardship on retail dealers throughout the entire state.

As this arbitrary rule made by the Western Freight Association would become operative in Iowa by virtue of the Iowa trunk lines being members of said association, and as the commissioners felt that such an increase as was proposed, viz., changing the twenty-five cent minimum to fifty cents, was a violation of their schedule of reasonable rates, on April 3d the following telegram was sent to general managers, E. St. John, C., R. I. & P.; W. F. Merrill, C., B. & Q.; J. M. Whitman, C. & N. W.; J. T. Harahan, Ill. Cent.; J. M. Egan, C. G. W.; C. J. Ives, B., C. R. & N.; C. M. Hays, Wabash; A. J. Earling, C., M. & St. P.:

Shippers have filed numerous protests against fifty cent minimum charge. Commissioners think this is unauthorized by their schedule, and as present advised would not sanction same, at least until after hearing all interests. Do you insist on applying this locally in Iowa? If so, do you desire a hearing? Please answer.
By order of the board. W. W. AINSWORTH, *Secretary.*

The following is a synopsis of replies received the next day by wire:

From the C., R. I. & P. Ry. Co:—"We have corrected our circular, making exception to traffic wholly within the state of Iowa; this in answer to your telegram of yesterday." From B. C. R. & N. Ry. Co.:—"Until such time as all interests can confer in the matter we will restore the 25 cent minimum on Iowa business." From C. & N. W. Ry. Co.:—"Your telegram of the third has been handed to W. H. Newman, third vice-president." Later:—"25 cent minimum restored." From Chicago Great Western Ry. Co.:—"Referring to your notation in regard to our 50 cent minimum circular; we have issued an amendment which makes an exception to the state of Iowa." From C., B. & Q. Rd. Co.:—"Message received. The 50 cent minimum has not been put into effect in Iowa by this company." From Illinois Central Rd. Co.:—"Your telegram of yesterday received. I find that the order made by our general freight department concerning 50 cent minimum charge was in pursuance of action taken by the Western Freight Association, but we have withdrawn the order, so far as Iowa is concerned, and the minimum charges there will be 25 cents, as heretofore."

The following, are letters received, bearing upon the same matter. April 6th, Mr. A. C. Bird, Chicago, Milwaukee & St. Paul says: "So much of this as applies, locally, in Iowa was cancelled some days ago. * * * I do not see any necessity for a hearing. April 11th Mr. E. F. Potter, of Chicago, Fort Madison & Des Moines, says the 50 cent minimum has not been put in by this company. C. C. Burdick, of Mason City & Ft. Dodge, April 12th, says "The 25 cent charge is still in effect on this line."

April 12th, Mr. K. C. Morehouse, of Sioux City & Pacific, says: "Twenty-five cent minimum restored."

MINNEAPOLIS, MINN., April 11, 1894.

DEAR SIR: I am in due receipt of your letter of the 9th inst., as to what action this company has taken with regard to advancing the minimum charge on small shipments of freight from twenty-five cents each to fifty cents, and desire to advise you that our freight department, so far as the state of Iowa is concerned, has returned to the old minimum charge of twenty-five cents, same taking effect yesterday. Trusting this will be satisfactory, I remain, Yours truly,
W. H. TRUESDALE, *Receiver M. & St. L. Ry.*

April 11th, C. M. Hays, of the Wabash, says: "We have corrected our circular in conformity with the action of other Iowa roads."

April 11th, W. B. McNider, Sioux City & Northern, says: "Minimum reduced to twenty-five cents as heretofore." In addition to the foregoing several local lines notified the commissioners that they had made no change in minimum charges, but they were twenty-five cents as they had been for a long time. All roads in the state having restored or not having advanced the twenty-five cent minimum charge, the case may be considered closed.

C. No. 72, 1894.

W. BAKER, M'G'R. COLUMBIA COAL COMPANY, DIAMOND, IOWA.
vs.
IOWA CENTRAL RAILROAD COMPANY. } *Joint rates.*

The above entitled case was begun in due form before the commissioners by filing the following complaint:

DIAMOND, IOWA, November 20, 1893.

Iowa State Commissioners, Des Moines:

GENTLEMEN: The Iowa Central Railroad have joint rates with the Chicago, Milwaukee & St. Paul Railroad to all points on the Chicago, Milwaukee & St. Paul for soft coal, such as we have in southern Iowa. Now the joint rate has been canceled on the Iowa Central and coal on the Milwaukee Railroad cannot go over the Iowa Central Railroad without paying the Iowa distance tariff, the sum of two locals, which we suppose they have a right to do, but the joint rate is still in force as for the coal coming off the Iowa Central road on the Milwaukee. Now what is troubling us Iowa Central coal companies can get on our road and compete with us for the coal trade, which we concede is all right, but we cannot get on the Iowa Central to give that line of trade our coal. Now is not that discriminating against a Milwaukee coal operator in favor of an Iowa Central operator? Information on this will be thankfully received. Please send us an Iowa classification and oblige. COLUMBIA COAL COMPANY.
By W. Baker, Manager.

The above was forwarded to Mr. E. McNiell, general manager of the defendent road, with the usual request that he make such reply as he might desire in the matter, and on December 31, 1893, Mr. McNiell says:

MARSHALLTOWN, IOWA, December 31, 1893.

W. W. Ainsworth, Secretary R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: On account of absence and the press of other business I have not been able to make earlier reply to your favor of the 7th.

Some time last summer, by mistake, a rate was put in on soft coal from the Mystic

mines to local stations on our road. The result was that for a few months last summer, when the Mystic mines had very little demand for coal, they were able to sell a few car loads at our local stations at rates which demoralized our local producers. As soon as the cold weather sets in the demand for coal in other directions would, under ordinary circumstances, be greater than they would be able to take care of. The result, therefore, of such a tariff would simply be to enable the Mystic mines to put in a few car loads of coal in the summer months, not enough to be of any particular benefit to them, at prices below the market and just enough to disturb our own people. Such a tariff, therefore, would do no one good but would do some harm.

But to look at it in a broader light, our railroad is essentially a coal producing and coal carrying road, while the Milwaukee on the other hand, is a coal consuming road and we deliver to them large quantities of coal. Nothing could be more unnatural than that they should ask for a tariff on coal for local points on our line and I cannot see how it would subserve any good end. This has been an exceptionally warm winter and the demand for coal has been light for this and for other reasons, but from whatever standpoint this is looked at I can see no good reason for the placing in of such a tariff, while there are many and very good reasons why we should not want to have it. It certainly would do us great harm. Yours truly,

E. McNEILL, *General Manager.*

A copy of Mr. McNeill's reply was forwarded to Mr. Baker with the request "if you have any answer to make thereto, will you please file it as soon as possible.'

Under the date of January 26th Mr. Baker replies: "The argument won't hold together when they say our mines produce only a small quantity of coal. We will send statistics showing the number of mines and their output." Thus the case rested until March 29th, when the following letter was addressed to the coal company:

GENTLEMEN: In yours of January 26 you say: "Will send a complete report as soon as we can get it out." Please advise the commissioners whether it is your intention to carry this case any further, and if so file such additional statements as you may desire to in order that the case may be closed.

Very respectfully yours,
W. W. AINSWORTH, *Secretary.*

April 16 the following was received in reply to the above:

DIAMOND, IOWA, April 12, 1894.

GENTLEMEN: We attach a minimum output of the 32 mines on Chicago, Milwaukee & St. Paul Railroad. Any of the mines can produce one-third more coal in case it is needed. Hence, the argument of insufficient coal is groundless, and as far as the price is concerned should we not we have the same opportunities as Iowa Central operators to get our coal to our customers on their road as they have on our road? Mines are usually owned by small operators on Chicago, Milwaukee & St. Paul Railroad, but with same show as operators on other roads we feel like we are fully able to take care of ourselves, if we have an equal rate with other and more wealthy operators. All we ask is to be placed with same rate on Iowa Central as they have on Chicago, Milwaukee & St. Paul, or place their rate same as we must pay. The sum of two locals is what we must pay over the road, or the Iowa distance tariff on each road—and which is two locals—and they have simply the distance tariff anywhere in Iowa by Iowa distance tariff. Now, with other roads the Iowa Central makes an 80 per cent of haulage rate to other roads. That is, if Iowa distance tariff calls for $1.00 on soft coal, they will haul it for 80 cents of the amount to such destination. Hoping you can see grounds for placing us on an equal footing with other operators, and see your way clear to do it, we remain,

Very truly,
COLUMBIA COAL COMPANY,
By W. Baker, *Manager.*

Which answer was forwarded to Mr. McNeill, under date of April 18, to which Mr. J. G. Woodworth, general freight agent of defendant road, makes the reply hereto annexed:

MARSHALLTOWN, IOWA, May 28, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Please refer to your letter of April 18th to Mr. McNeill, concerning complaint of the Columbia Coal Company.

Enclosed herewith is a copy of our G. F. O. No. 367, which cancels on June 4th the rates on soft coal from Centerville and Forbush to stations on Chicago, Milwaukee & St. Paul, as named in our G. F. O. Nos. 123 and 203, which latter I understand are the tariffs of which these people complain.

We understand our action in cancelling the rates referred to disposes of the complaint, and have therefore filed all papers. Yours truly,

J. G. WOODWORTH

Copy was sent Mr. Baker and inquiry made "if this disposes of the complaint?" to which, on June 4th, Mr. Baker says: "The withdrawal and cancelation of the Centerville and Forbush rate disposes of the matter satisfactorily to us," for which the case is closed.

C. No. 73, 1894.

HOMER CONANT, SEC., SHELDON, IOWA,
vs.
ILL. CENT. R. R. Co. and C., ST. P., M. & O. RY. Co.

Switching charges.

October 13, 1893, Mr. Homer Conant, Secretary of the Diamon Light and Power Company, of Sheldon, filed a complaint against the above defendant roads in the matter of switching cars from one road to the other, as provided by law which says: "Any common carrier may be required to switch and transfer cars for another for the purpose of being loaded and unloaded upon such terms and conditions as may be prescribed by the board of railroad commissioners."

The following is the complaint, which, it will be observed, lacks definiteness as to special cases of abuse or discrimination:

SHELDON, IOWA, October 13, 1893.

Board of Railroad Commissioners, Des Moines, Iowa:

We are greatly annoyed, as well as other buyers here, in not having cars transferred from the Chicago, St. Paul, Minneapolis & Omaha Railway to the Illinois Central Railway, and *vice versa*. We are located on the tracks of the Illinois Central and it is much more convenient for us to get our coal over the Chicago, St Paul, Minneapolis & Omaha Railway, but the Illinois Central will not take it from their transfer and in turn the Chicago, St. Paul, Minneapolis & Omaha people will not take cars from the Illinois Central transfer. What can be done in the premises? Will you kindly give this your early attention. (Signed) HOMER CONANT, *Secretary.*

Mr. J. T. Harahan, second vice-president of Illinois Central, and Mr. E. W. Winter, general manager of the Chicago, St. Paul, Minneapolis & Omaha Railroad, were furnished with copies of Mr. Conant's complaint and requested to give such answers as they desired in the case, to which they filed the following:

CHICAGO, October 18, 1893.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines:

DEAR SIR: I have your letter of the 6th, concerning complaint filed by parties at Sheldon, Iowa, stating that they are annoyed in not having cars transferred between the

Illinois Central and the Chicago, St. Paul, Minneapolis & Omaha Railroad. This complaint is quite vague, but I will make immediate inquiry as to the facts and will advise you of what I ascertain. I suggest, however, that we should have more specific statement of the alleged annoyance. Yours truly, J. T. HARAHAN,

Second Vice-President Illinois Central Railroad Co.

ST. PAUL, MINN., October 19, 1893.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: The purport of your communication of the 16th inst. was telegraphed to me while on the road yesterday, and I took occasion to inquire of the representative of our agent at Sheldon (the latter being absent) as to the basis of the complaint I was unable to get any light upon the matter. So far as we know there has been no refusal of or delay in transfers between the Illinois Central and this company at that point.

If the complainant will be specific in his charge, we will give the matter prompt attention. Yours truly, E. W. WINTER,

General Manager C., St. P., M. & O. Ry. Co.

Mr. Conant was furnished copies of the replies and notified that "if you have any more specific statements to make in reference thereto and will forward them they will be laid before the companies in question." To subsequent inquiries directed by the board to Messrs. Harahan and Winter, relative to their position in the matter of switching courtesies, both parties replied in substance, that they were willing to do such switching at Sheldon as their respective roads might be called upon to do upon the the usual terms in such cases.

On January 16th, Mr. Conant having made no further reply in the case, the following letter was directed to him, by order of the board.

January 16, 1894.

Homer W. Conant, Secretary Diamond Light and Power Company, Sheldon, Iowa:

DEAR SIR: In relation to your complaint against the Chicago, St. Paul, Minneapolis & Omaha Railway Company and the Illinois Central Railroad Company for failure to switch or transfer cars from one of those roads to the other, you have heretofore been advised as to the result of the correspondence between this office and those companies respectively.

Under date of December 27th, 1893, in answer to an inquiry you say, "there is no change in the status of the case."

Your original complaint is too indefinite for the commissioners to base any further action upon. If when you have occasion to have any more cars switched or transferred from one of those railroads to the other you make the proper demand upon the proper agent or official to have that service performed, and if the same is not rendered in due time, you can then file a new complaint setting forth the facts and the board will then have something before them to act upon. Unless the matter is again presented in some such manner as above suggested the case will be considered closed.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

C. No. 74, 1894.

S. HEBRON, STRAWBERRY POINT,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Damage to stock in transit.

Under date of February 27th Mr. S. Hebron, of Strawberry Point, filed a complaint with this board, of which the following is the substance:

STRAWBERRY POINT, IOWA. Feb. 27, 1894.

State Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: I am informed that if I am short or damaged in any way by the railroad, you will, without expense to me, see that I am made good. I am sorry to have to call on you now. Tuesday, February 13, 1894, I shipped from cattle yards on Chicago, Milwaukee & St. Paul Railway seven horses (Wm. Steele filled the balance of cattle car with fourteen more horses). My horses were loaded first. The chute was far too low and the space from end of chute was bridged by portable plank (hard wood) with an inclination of about 45 degrees, as per section below. The bridge was fenced both sides, inside of west fence there was a square hole in bridge plank, about 5x5 inches. In passing, No. 5, sorrel road mare, she floundered badly and got her foot into this opening and as she kept slipping on the icy bridge she was badly used up, could scarcely walk; afraid she would die. I have several living witnesses of the shameful manner that all the horses were used. I fear that they were all more or less damaged. I calculated that the high or well bred road mare would have sold, if not damaged, for $125 to $225, as that was the price such horses were selling at in Chicago. She was so badly hurt Mr. Locke writes me: "We could not hitch her. She looked well bred and a very stylish mare, but she was used up so badly, a dealer here, named Fain, bought her for $22.50. I have all of Mr. Locke's letters and copies of the letters I write him. Will you please write me and advise me in the premises. I refer you to Dunn & Co, mercantile agency.

Very truly yours.

STEPHEN HEBRON.

The complaint was forwarded to Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St: Paul Railway, asking his attention and answer, and on March 12th Mr. Earling submitted the following, as the view taken by his road in the matter:

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,
GEN. MANAGER'S OFFICE, CHICAGO, March 12, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Replying to your letter of the 2d inst., concerning the complaint of Mr. S. Hebron, of Strawberry Point, Iowa, in reference to the injury to a horse shipped from that point, I have to say that upon investigation I find that the chute as well as the gang plank were both in good condition. The chute is of proper height, and the gang plank, which is used to cover the space between the chute and a car, is also in good condition, and there were no holes in it.

Our agent states that through mismanagement of the shipper the animal stepped off of one side of the gang plank and not through a hole in it, and had its legs more or less skinned. The company does not acknowledge any liability in this case. The cause of the injury was entirely the fault of the shipper. Yours truly,

A. J. EARLING, *General Manager.*

A copy of this reply was sent Mr. Hebron, the complainant, on the 13th, and on the 22d of March Mr. Hebron files in this office the following communication:

STRAWBERRY POINT, IOWA, March 22, 1894.

Iowa Board Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: Yours 13th inst. enclosure received. I enclose affidavits and request your further assistance in this case. Two other witnesses now away from

home, can be had to the certificate signed by John Pettit and others, and one to that signed by D. M. Nace.

Respectfully yours,

STEPHEN HEBRON.

"We hereby certify that we were present when Mr. S. Hebron's horses were loaded on the Chicago, Milwaukee & St. Paul Railroad Company's car February 13th, 1894, and that the gang plank was far too steep, that there was a substantial fence each side of same and that there was a hole about 5 inches x 5 inches in said gang plank on the west side inside of fence, and that the road mare got her off hind foot into it and that she was severely injured in about a minute before she got it out. The gang plank may * * March 17th, 1894, be in good condition, but it was not in good condition February 13th, 1894, where the horses were loaded on the car. The mare could not have stepped off one side of the gang plank on account of a good substantial fence preventing, being there on the sides of gang plank, that there was no space between the fence and gang plank except the hole referred to above.

Witness our hands this 17th day of March, A. D. 1894.

(Signed) JOHN PETTIT, STEHHEN HEBRON, LOYD C. EMERSON, R. L. LITTS.

Sworn to before me and subscribed in my presence by John Pettit, Stephen Hebron, Loyd C. Emerson, R. L. Litts, the 17th day of March, A. D. 1894.

(SEAL) A. R. COLE, *Notary Public.*

STATE OF IOWA, } ss.
Clayton County, }

I, D. M. Nace, being duly sworn, say that I was present on the 13th day of February, A. D. 1894, when S. Hebron's horses were loaded on one of the Chicago, Milwaukee & St. Paul Railroad Company's cars and that I saw the accident to one of Mr. Hebron's horses while getting up the gang plank to said car and thought at the time that the mare must be severely injured.

Witness my hand this 17th day of March, A. D. 1894.

(Signed) D. M. NACE.

Sworn to before me and subscribed in my presence by D. M. Nace, the 17th day of March, A. D. 1894.

(SEAL) A. R. COLE, *Notary Public.*

A copy of the above affidavits, etc., was sent Mr. Egan April 4th, and on April 7th, in reply Mr. Egan says:

CHICAGO, April 7th, 1894.

Mr. W. W. Ainsworth, Sec'y Board R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: I have your letter of the 4th enclosing statements of Steven Hebron and others, in the matter of an injury to a horse shipped from Strawberry Point some time in February last.

I have positive information that the injury occurred through no carelessness on the part of the company, and as stated in my letter of March 12th, we do not acknowledge any liability in this case, and therefore, decline to entertain the claim.

Yours truly,

A. J. EARLING, *General Manager.*

And on April 10th Mr. Hebron was addressed as follows, which may be considered as closing the case so far as the commissioners are concerned, but without prejudice to either party:

April 10, 1894.

S. Hebron, Strawberry Point, Iowa:

DEAR SIR: A copy of the affidavits submitted by you to the commissioners with your communication of the 22d ult. was duly forwarded to the general manager of the Chicago, Milwaukee & St. Paul Railway Company. Enclosed herewith you will find a copy of his reply. The board took up this matter with the railway company with the view of aiding in effecting a settlement. This having failed, and your claim being a private one for money damages, your remedy is more properly in the courts, by bringing suit against the company, if you desire to pursue the matter further.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

C. No. 75, 1894.

TRUSTEES OF GREENWOOD TOWNSHIP, BANCROFT, IOWA. vs. CHICAGO & NORTHWESTERN RY. — *Obstruction of water course.*

On February 2, 1894, the trustees of Greenwood township, Kossuth county, filed with the board the following communication and complaint:

BANCROFT, IOWA, January 28, 1894.

To the Railroad Commissioners, State of Iowa:

SIRS: The undersigned, trustees of Greenwood township, Kossuth county, Iowa, respectfully represent that there is a public highway on the north line of southwest of northeast quarter, section 12, township 98, range 29, which was located in April, 1873, and has been in use at times ever since. The Chicago & Northwestern Railway constructed a road over said line, and in construction made an embankment which formed a dam across a natural water course, causing the water to flood back across this highway, making the same impassable in wet weather and rough at all times. Now, your petitioners ask you hereby to cause said Chicago & Northwestern Railway Company to open said outlet, or in some way remove said obstruction and nuisance to said highway.

(Signed) A. Duigen, G. W. Smith, R. I. Brayton, *Trustees of Greenwood Township, Kossuth County, Iowa;* A. G. Wael, *Township Clerk.*

On February 3 the same was forwarded to Mr. J. M. Whitman, general manager of the defendant road, with the request that he "kindly give this matter your investigation and such answer as you may desire to file with the board in the case," to which, on March 1, the following reply was received:

CHICAGO, March 1, 1894.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR: Referring to your letter of February 3, transmitting a copy of a communication to the commission from the trustees of Greenwood township, Kossuth county, Iowa, in which it is claimed that the embankment of the Northwestern Company's railway, at a point two miles north of Bancroft, Iowa, obstructs a natural water course, backing the water upon and over the public highway running parallel with the railway:

It appears to be a matter of some doubt whether this is a natural water course that is obstructed by the railway embankment, or whether it is simply surface water. That is a question, however, that we do not care to raise, and will remove the difficulty complained of by providing drainage for any water that may be backed up by our railway embankment.

Superintendent Hughes has been instructed to have the matter attended to just as soon as the frost is out of the ground in the spring. Yours truly,

J. M. WHITMAN, *General Manager.*

The same day on which Mr. Whitman filed his answer a copy thereof was sent Mr. Wael, township clerk of the said Greenwood township, accompanied by the request, "Please keep this board fully advised of the progress of this work and its completion, in order that the proper entries may be made upon the records."

Under date of March 29 Mr. Wael was again requested to state "whether the matter had been satisfactorily adjusted," and on April 22, by card, Mr. Wael says: "The work on water course on the public highway north of Bancroft is finally completed," and for this reason the case is satisfactorily closed.

C. No. 76, 1894.

M. BROOKS, ET. AL., WOODWARD,
vs.
CHICAGO & NORTHWESTERN RAILROAD COMPANY.

Dangerous highway crossing

January 1, 1894, the following petition was filed with this board for consideration:

To the Honorable Board of Railway Commissioners, Greeting:

We, the subscribers, respectfully petition your honorable body to give to the public some sore method of protection to life and limb at a place on the Chicago & Northwestern Railway in Boone county, at a point called Coal Valley, a short distance west of the Des Moines river. This is a place where the wagon road crosses the railroad at a point where it is impossible to see the trains for any considerable distance on account of intervening hills, and the steep grade makes it impossible to stop a train coming down the grade after sighting the crossing before coming directly upon the hapless victim who may be caught thereon. Several fatal accidents have occurred at this place and at present it is a veritable death trap. Your petitioners would respectfully urge as early consideration of this matter as it is possible for you to give.

M. BROOKS, *Rep. 53d Dist.*, D. J. BRICKER, RON'T. WILLIAMS, and thirteen others.

Mr. J. M. Whitman, general manager of Chicago & Northwestern, was furnished a copy of the above complaint on January 31st, and his attention respectfully requested to it. Under date of February 27th, Mr. Whitman says:

The question has been given a thorough consideration by us even before it was brought to my attention by your letter. Our engineers have gone over the ground and we can devise no plan by which the present crossing can be made safe. The lay of the land is such that an under-crossing is impossible. * * * I can see no possibility for a removal of the dangerous element in the present crossing. It will require that the present highway should be abandoned and re-located. * * * The highway commissioners should take this matter in hand and determine what change in the highway can be made * * * and the company will be very glad to assist in such disposition of the question.

The above reply was sent Mr. Brooks as one of the petitioners, and in reply he says:

March 6, 1894.

Hon. Board R. R. Commissioners, Des Moines, Iowa:

SIRS: Yours of February 28 inst., accompanied with a copy of letter from manager Northwestern Railway Company received. As stated in their reply, the highway could be changed to better location. It would have been done long ago, but there is none other near as good in that locality, and that highway has been traveled for at least twenty-five or thirty years. The company entirely overlook the mode of relief the petition asked for. The petitioners were well aware of the almost impossibility of an over or under crossing, therefor asked for some kind of signal protection. Would most respectfully ask that the commissioners would as much as visit the locality and investigate the necessity of giving the relief your humble petitioners ask for.

Very respectfully,

M. BROOKS.

On March 8th, the following was sent Mr. Whitman:

Enclosed please find further communication from Hon. M. Brooks, in which he refers to highway crossing over your road at a point called Coal Valley. * * * * You may recollect that at a point near Cedar Rapids the board recommended the placing of an electric signal, such as is usually used in cases of this character. These signals are in successful operation in many places, and in connection with a similar complaint from the citizens of Neola, Iowa, asking an overhead crossing over the line of the Chicago, Milwaukee & St. Paul railway and the Chicago, Rock Island & Pacific railway company's tracks, at that point, one of these signals was put in and is now in successful operation, obviating the necessity of an overhead crossing as asked for.

If necessary, the board will visit the locality mentioned in Mr. Brooks' complaint, but it occurs to them that so far as they are at present advised, the signal above referred to would probably meet the existing conditions.

In response to the above letter, Mr. Whitman, on March 14, says:

In regard to the Coal Valley crossing, just west of the Des Moines river, as it seems to be the opinion of parties living in the vicinity of that crossing that some kind of signal protection will meet the requirements and as it is further the opinion of the Iowa board of railroad commissioners that the placing of an electric bell signal at that crossing will obviate the necessity of any further action I will advise that we will put in just as promptly as possible an electric bell signal as recommended by the board.

On April 11 Mr. Whitman files the following communication which may be considered as satisfactorily closing the case;

CHICAGO, April 11, 1894.

W. W. Ainsworth, Secretary Board of R. R. Commissioners, Des Moines, Iowa:

DEAR SIR: Referring to the recommendation made by the board to the effect that an electric highway crossing signal be put in at the crossing known as Coal Valley, a short distance west of the Des Moines river, on our main line: A signal, as recommended by the board, was installed on March 31st.

Yours truly,

J. M. WHITMAN, *General Manager.*

C. No. 77, 1894.

B. F. CONGER, WOODWARD, IOWA.
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Discrimination in stock yard privileges.

On January 25, 1894, Representative Brook, of Boone county, presented for the consideration of the board the following letter:

WOODWARD, IOWA, January 23, 1893.

Hon. M. Brooks, Des Moines, Iowa:

DEAR SIR: I have seen one of the head men here, Pat. O'Connor, and he says he can do nothing for me. You know I told you, on the train, that Longshore and I had ninety-nine hogs in yard, Storms had nineteen and Sanna fourteen, and we wired the superintendent for a shed and yard, and he left it to the agent (Hart) here, and he decided in Storm and Sanna's favor. Each one having chain and lock on gates. Storm is also holding another open yard with one hog, where there is watering privileges, and I have to carry water for a carload. Longshore and I had to get private yard for our hogs; the market went down so we were obliged to hold a few days. Our hogs would have perished if we had not got the private yard. I have shipped more stock in the last four years than any other shipper from Woodward. Please see the railroad commissioners and see if they cannot do something for me. I am yours truly,

B. F. CONGER.

On February 25th, the complaint was forwarded to Mr. A. J. Earling, general manager of the defendant road, and his attention requested to the case, to which on February 3rd he made the following reply:

CHICAGO, February 3, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Replying to the complaint of B. F. Conger, of Woodward, Iowa, enclosed with your letter of January 25th, Superintendent Goodnow, who has looked into the matter, advises me that it is simply a case where several shippers desire to use

the company's facilities for feeding purposes to await a favorable market; that at the time of the controversy he notified the shippers that the yards were open to them equally, and they must settle their own difficulties.

Our yards at Woodward are ample for the business of that station, and it is customary there as elsewhere for the first comer to appropriate that portion of the yard which he considers the best.

Yours truly,

A. J. EARLING, *General Manager.*

On February 5th Mr. Conger was furnished a copy of Mr. Earling's reply with the request "if you have any answer to file with this board in this matter, kindly forward it by early mail," and on February 7th Mr. Conger replied as follows:

WOODWARD, IOWA, February 7, 1894.

W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR: Yours of 3d inst. at hand and contents noted, and in reply will say that I do not see how it is going to help me out settling my own difficulty; that is why I appealed to you to help me, when one party has fourteen hogs and another nineteen hogs and they shut me out of shedded yards when I had ninty-nine head of hogs. The company also claims that they do not keep yards for feed yards. How is it that the Boone Packing Company can feed hogs the year around and not average more than two or three cars of hogs per month? I would like to have you send someone here and you would see it in a different light than you do. I am,

Yours truly,

B. F. CONGER.

On February 14th the following letter was addressed to Mr. Earling, looking to a solution to the misunderstanding:

February 14, 1894.

A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR: Enclosed you will find copy of another communication received at this office from Mr. B. F. Conger in relation to management of stock yards at Woodward, on line of your road. Under date of February 3, 1894, in relation to his complaint you write as follows:

"DEAR SIR: Replying to the complaint of B. F. Conger, of Woodward, Iowa, enclosed with your letter of Janury 25th, Superintendent Goodnow, who has looked into the matter, advises me that it is simply a case where several shippers desire to use the company's facilities for feeding purposes to await a favorable market; that at the time of the controversy he notified the shippers that the yards were open to them equally, and that they must settle their own difficulties.

"Our yards at Woodward are ample for the business of that station and it is customary there, as elsewhere, for the first comer to appropriate that portion of the yard which he considers the best. Yours truly,

"A. J. EARLING, *General Manager.*"

If the allegations contained in Mr. Conger's letters, of which you have copies, are true, and so far they do not appear to be denied by your agents, who should be somewhat familiar with the facts, it seems to the commission that his complaint should receive more attention from the proper officials or agents of the company, and some steps should be taken to change the state of affairs in relation to the yards in question.

The company is under no obligation to furnish yards for feeding purposes, but is under legal obliations to furnish suitable yards and facilities for the handling and shipment of live stock, as much so as other kinds of freight, or depot facilities and accommodations for passengers. You would hardly claim that if a number of persons, who desired to take passage on the trains of your company a week or so after they should come to the depot and in the mean time use the same for living and lodging purposes, that it would be right or proper for the agents of the company to say to persons who should come at the proper time to take the trains of the company as passengers, and had occasion to use the depot for proper purposes, that they should settle the matter with such prior occupants, in case there was a lack of room for all or any dispute as to that should arise. These yards are, or should be, under the full control of the proper agent of the company, and as the commissioners view the matter it is the duty of such agent to see that every shipper is accorded proper facilities for the shipment of his stock, and without having to engage in any contest with other shippers to

obtain such privileges. The commissioners believe that upon further consideration you will substantially so view the matter, and they would like to have you further investigate the case and inform them as to your conclussons.

By order of the board.

Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

Under date of February 28th Mr. Earling submits the following statement of the situation:

CHICAGO, February 28th, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: In reply to your letter of the 14th inst., concerning the complaint of B. F. Conger, of Woodward, Iowa, I have to say that our superintendent has made a personal investigation of the matter and reports as follows:

"I have made a personal investigation of this matter on the ground, although I was unable to see Mr. Conger. The original complaint recited that Mr. Conger had some ninety hogs to ship, and that a party was holding the largest yard with one animal for the purpose of keeping him out. I find the facts to be that the larger yard was being occupied by one boar which the owner did not wish to place in the other pens. As soon as Mr. Conger informed the agent that he wished to use the yard, the agent saw the owner of the boar who very cheerfully removed him. I find further that instead of desiring to occupy the yards for shipping purposes that Mr. Conger kept the hogs there for about three weeks. I also find that there is no just cause for the complaint, and that the main cause is a desire on the part of Mr. Conger to drive farmers and small shippers out of the business in order to control all the stock shipments himself."

Yours truly,

A. J. EARLING, *General Manager.*

A copy of Mr. Earling's statement was forwarded Mr. Conger, March 20, and he was also informed "that unless you are heard from to the contrary at once this will close the case so far as the commissioners are concerned. If, however, at any time the company declines to furnish proper stock yard facilities the case can again be brought to the attention of the board."

No reply having been received from Mr. Conger, the case is closed.

Application of the Iowa Central Railway Company for increased rates on live stock in less than car loads, also complaints of M. Hemingway, Hampton, Iowa, H. Cade, of Lenox, Iowa, et al., on rule requiring attendants of shipments of less than car-loads of live stock to purchase tickets whether accompanying the stock or not.

On November 11, 1893, the board received the following from Mr. J. G. Woodworth, general freight agent of the Iowa Central Railway Company, in regard to the matter of the proposed increase on the rate for the transportation of live stock in less than car loads in the territory subject to the jurisdiction of the Western Freight Association, and a consequent advance of such rates in Iowa:

MARSHALLTOWN, IOWA, November 10, 1893.

Mr. W. W. Ainsworth, Sec'y Iowa Board of R'y Commissioners, Des Moines, Iowa:

DEAR SIR: A proposition will come up in a meeting of the Western Freight Association, to be held in Chicago on Tuesday, to advance the charges on L. C. L. live stock on all traffic subject to the jurisdiction of that Association.

The desire to do this is founded on the fact that the present rates on live stock in less than carloads, in nine cases out of ten, are unremunerative. It is a well known

fact that if a shipment of one calf, not crated, is offered to a carrier, it is necessary to furnish a separate car to transport the shipment, and the charges which would be collected on the same, under current tariffs, are far below the lowest possible cost of carriage.

The main objection which will be raised to the advance, in the meeting, will be the fact that we have not jurisdiction over state rates, but it is my understanding that the state rates are mainly based upon what has been made necessary by inter-state competition, and it was not the intention of your honorable body to make lower rates on state traffic than would naturally prevail on inter-state traffic. If it is possible for you to submit this matter to the commissioners in time, I should be very glad if you would send me a letter saying what would be the position of the Iowa board of railway commissioners on this question, if it were desired to advance the rates on L. C. L. shipments of live stock generally through the western territory. Would you under the circumstances co-operate, by advancing the local rates in Iowa proportionately, thereby enabling us to accomplish the desired advance on inter-state traffic?

The most cursory examination of the present rates will prove to you the truth of the statement which I have made above, that less than carload shipments are now, as a rule, handled by carriers at a loss. The expense of handling an empty car when traffic is heavy, is almost as great as is entailed by hauling a loaded car, and when separate cars are required to take care of less than carload shipments as they are in the case of L. C. L. stock, the carrier suffers unless the rates are graded with due respect to the expense of handling.

Yours truly,

J. G. WOODWORTH.

Subsequent to the above application, to-wit on November 22, 1893, Mr. John H. Hemingway, attorney at Hampton, made complaint to the board in regard to this subject, filing with his complaint a copy of a letter from the Iowa Central railway company, declining to abrogate their rule requiring a man in charge of less than carload shipments of live stock.

Mr. Hemingway's complaint was taken up with the general manager of the Iowa Central railway company, in the following letter:

DES MOINES, IOWA, November 23, 1893.

E. McNeill, General Manager Iowa Central Railway Company, Marshalltown, Iowa:

DEAR SIR: This board is in receipt of the enclosed communication from Mr. John H. Hemingway, an attorney at Hampton, Iowa, in regard to the alleged rule of your company requiring a party shipping less than a carload of live stock to purchase a ticket in connection therewith.

I am directed to call your attention to the fact that the Chicago, Burlington & Quincy Railroad Company not long since had in force a rule of the same import. Immediately upon its promulgation several parties filed complaints with this board, and the matter received investigation at the hands of the commission. A date was set for hearing, and the case was somewhat fully argued by both parties. As a result of that conference the order requiring such an attendant was abrogated by the Chicago, Burlington & Quincy Company, that being the only line in the state, so far as then known, that had made such an order. The Chicago, Burlington & Quincy then issued the following:

C. B. & Q. FILE 4641.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, CHICAGO, July 12, 1893.

To Agents:

Referring to C. B. & Q. G. F. O. 6245 circular, in regard to attendants in charge of L. C. L. shipments of live stock: Taking effect at once, L. C. L. shipments of live stock between stations within the state of Iowa will be accepted without attendants in charge; if attendants accompany such shipments they will be required to pay full passenger fare.

(Signed) THOS. MILLER, *G. F. A.*

Will you please state to the commission the attitude of your company in regard to this case.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH, *Secretary.*

And the answer of the general freight agent, with the commissioners' reply thereto, are set out below:

MARSHALLTOWN, IOWA, November 27, 1893.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: We acknowledge receipt of your letter of the 23d inst., communicating the complaint of Mr. John Hemingway, Hampton, Iowa, concerning our rule which requires an attendant with less than car-load shipments of live stock.

From a reading of Mr. Hemingway's letter, I do not understand that he has made any claim, but that he asks you to order cancellation of our circular instructions, under which agents are not permitted to accept live stock without an attendant who has paid regular passenger fare. In making this rule, we did not think we were in contempt of the law, or that your commission would take other than our view of the matter—that there is a necessity, generally speaking, for an attendant to care for live stock in transit, whether in car loads or smaller shipments.

We could cite you a number of cases where live stock has been accepted by us from a connecting line or directly from the shippers without an attendant in charge, and as no adequate provision is or can be made for the proper care of the animals by trainmen or agents, mistreatment of the animals and in many cases claims for damages by the consignee have resulted.

We admit that the operation of our rule may be unjust in exceptional cases, and possibly in connection with some of Mr. Hemingway's shipments, when an attendant is not absolutely necessary, but in establishing this or any other rule, we are obliged to so frame it as to properly cover the majority of cases, and I think we did this when we made the rule referred to.

I note what you say concerning abrogation of similar instructions to agents by the Chicago, Burlington & Quincy. I understand they did this voluntarily, and for the reason that certain competing lines were not willing to adopt the same rule, or should we understand from your letter that it was in obedience to an order from the commission?

We have understood that this whole question was to be considered by the board at its next meeting.

Yours truly,

J. G. WOODWORTH.

DES MOINES, IOWA, December 20, 1893.

J. G. Woodworth, Gen'l Freight Agent Iowa Central Railway Co., Marshalltown, Iowa:

DEAR SIR: Your letter of November 27th has been unanswered owing to the fact that the attention of the board has been specially called to other matters.

Your circular letter of instruction, it is understood, requires persons shipping live stock, in addition to the regular rate allowed by the tariff, to purchase a first-class passenger ticket to the place to which the stock is consigned; this, we understand to be required *whether an attendant goes with it or not.* In classification No. 10 live stock in less than car load lots is to be shipped at actual weights, but not less than the following estimated weights: One horse or domestic animal, except bulls, 2000 pounds; two animals, 3500 pounds; three animals, 5000 pounds; and each additional animal, 1000 pounds first-class. Bulls released, 2000 pounds. There seems to be nothing in the classification requiring in addition, the price of a ticket from places of shipment to point of delivery. The Chicago, Burlington & Quincy Company, as you have been informed, after a hearing before the board withdrew the circular voluntarily, the impression at that time being that the company was satisfied that the purchased ticket made the rate higher than allowed by tariff and classification. Please examine the matter from this standpoint and if you reach the same conclusion the board have, modify your circular; if not, and you wish a hearing, the board will fix a time shortly after January 1st.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH, *Secretary.*

Not hearing from Mr. Woodworth, his attention was called to the case January 6th, 1894, and on January 18th, 1894, Mr. Woodworth again gave to the board the reasons why, in his judgement, the rates on this class of freight should be increased.

During the progress of this correspondence other stock shippers in various parts of the state had filed complaints similar to that of Mr. Hemingway's, but as they cover substantially the same ground as that in the case already begun, they were merged therewith.

On March 20th, 1894, this board again addressed Mr. Woodworth in regard to the subject of the complaints, and that letter with Mr. Woodworth's answer, saying that "We will be governed by your ruling and have today issued instructions accordingly", closes the case.

DES MOINES, IOWA, March 20, 1894.

J. G. Woodworth, Gen'l Freight Agent Iowa Central Railway Co., Marshalltown, Iowa:

DEAR SIR: Your letter of January 17th has been considered by this board. As expressed in a former letter, your circular (in reference to shipping live stock by the single animal or in less than car loads, where you require an attendant to accompany the shipment, who is required to purchase a first-class ticket), is, in the opinion of the commission, a requirement not contemplated in the classification and not justified by the conditions you cite. The shipment of high bred stock for purposes of breeding is essential to success in producing the best animals for market, and it appears to the board that the interests of the carriers are in a measure dependent upon this industry.

Any unnecessary tax levied has a tendency to depreciate the quality of stock raised and should be avoided. The board, in view of this and in accordance with the last section of your letter, advise you to cancel the circular and treat these shipment, as required by the classification and as is done generally by the railroads of this states.

A letter received at this office, a copy of which is enclosed, shows the importance of immediate action on this matter. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

MARSHALLTOWN, IOWA, March 22, 1894.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Answering your favor of March 20th, in which you reply to our letter of January 17th, with reference to shipping live stock in less than car loads, requiring an attendant to accompany the shipment. We have carefully noted what you say on the subject, and although we believe that the position the board has taken is wrong fundamentally (for reasons set forth in previous correspondence), we will be governed by your ruling and have today issued instructions accordingly. Yours truly,

J. G. WOODWORTH.

C. No. 79, 1894.

CATHCART & WOODRUFF, CORRECTIONVILLE, IOWA,

vs.

IOWA CENTRAL RAILROAD COMPANY AND CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Switching charges and refusal to switch.

Under date of November 4, 1893, Messrs. Cathcart and Woodruff, of Correctionville, Iowa, filed the following complaint with this board:

We are located with our grain elevator on the track of the Illinois Central Railroad. This is a peculiar point—the Chicago & Northwestern and Illinois Central crossing. We have repeatedly asked the Illinois Central to switch cars to our elevator from the crossing or "Y" which they refuse to do, giving as a reason that "there are no switching *arrangements*." The Northwestern folks are perfectly willing and offer to set their cars on the "Y," but the Central decline to run them down to our house. * * * We are compelled to haul by wagon from our elevator to the Northwestern depot, which is not only expensive, but requires too much time. Can you do anything for us? We have written Mr. Dixon, of the Central, who has referred the matter to higher authority, etc., and there is no prospect of immediate action from the company. We need the switching privilege now.

On the same day a copy of the complaint was sent Mr. J. T. Harahan, 2d Vice-President, with the request that it be given immediate attention and that his answer be filed in the case, to which Mr. Harahan says on the 7th of November: "I will have the matter investigated at once and advise you of the facts." On November 9th Messrs. Cathcart & Woodruff wired this office: "Northwestern have placed cars on the 'Y.' Illinois Central refuse to switch to our elevator." On the 10th Mr. Harahan was requested to "wire attitude of your company," to which, on November 10th, the following was received:

Replying to your telegram of today, relative to complaint of Cathcart & Woodruff, of Correctionville, we have never been requested to switch cars at that point and therefore no switching arrangements have been made. When the matter was brought to our attention a few days ago, our people were instructed to switch cars offered us by the Northwestern when they are destined to points which cannot be reached on our line. We have an agreement with Cathcart & Woodruff to the effect that they will ship via our road all freight destined to points which can be reached by it.

(Signed) J. T. HARAHAN, *Second Vice-President Ill. Cent. R. R. Co.*

A copy of same was sent Messrs. Cathcart & Woodruff, to which, on November 13th, they reply as follows:

DEAR SIR: Your letter of 11th at hand in which you hand us copy of a telegram from Harahan, who says: "Our people were instructed to switch cars offered us by the Northwestern, etc." If he means by "instructions to switch" that they are to charge us $5.00 per car as per enclosed telegram, it will not help us. The switch is a short one and the charge should not exceed $1.00, but we would pay $2.00 if we could do no better. We have asked this switching privilege for cars to Des Moines not reached by the Illinois Central.

While we have no agreement "to ship on the Central all freight destined to points reached by it," as the telegram from Harahan states, but being located on the Central, we are anxious to make our sales to points reached by them; but where we can't do this, as it has been in this case, we ask them to switch us to the Northwestern.

Yours etc., CATHCART & WOODRUFF.

COPY OF TELEGRAM.

FROM CHICAGO, 10, 1893.

To C. I.: You may switch the car barley for Des Moines, charging five dollars for the service. W. R. BASCOM. (To local agent wire C. & W.)

Upon the receipt of the above, the following was sent Mr. Harahan, on November 16th:

J. T. Harahan, Second Vice President Illinois Central Railroad Company, Chicago, Ill.:

DEAR SIR: Enclosed you will find copy of letter recently received at this office from Cathcart & Woodruff, of Correctionville, Iowa. It seems to the commissioners, from the information they have at present as to the situation at Correctionville, that the charge of five dollars ($5.00) per car for the switching in question is too high. Can you not take the matter up with the complainants and adjust the charge for that service with them? They do not appear to be antagonistic to your road, and the board would prefer an amicable adjustment, if practicable, without any further action on its part. If this cannot be reached a date will have to be fixed for a hearing and investigation of the matter by the board. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

Under date of November 18, in reply Mr. Harahan says: "We made this charge of $5.00 per car at Correctionville because at all of our junctions with the Chicago & Northwestern Railway they make a switching charge of $5.00 per car against this company. We did

not at the time think the shipper would have to pay the charge, as switching charges are generally absorbed by the railroads. * * * I will have our traffic department take this matter up with Messrs. Cathcart & Woodruff and adjust it on a basis satisfactory to them."

In reply to a subsequent inquiry of Messrs. Cathcart & Woodruff in regard to getting cars switched, they say:

CORRECTIONVILLE, IOWA, Dec. 14, 1893.

J. W. Luke, et al, R. R. Commissioners, Des Moines, Iowa:

GENTLEMEN: Your recent favor, asking if we were getting cars switched from the Central to the Northwestern, received. In reply will say that we have been able to switch one car, at a charge of $2.00, and they inform us that this deal applies to barley only. We were compelled yesterday to ship a car load of flax, via Fonda, to Des Moines. The rate is something like 15, while the rate from here on the Northwestern is about 9. The barley season is over and we will get no benefit from now on unless we ship barley. We can do better with corn on the Northwestern railroad but the $5 00 switching charge is prohibitive against making sales on that line.

Yours very truly,

CATHCART & WOODRUFF.

On December 20th the following was sent:

J. T. Harahan, Second Vice-President Illinois Central Railroad Company, Chicago, Ill.:

DEAR SIR: Under date of November 18th, 1893, in relation to complaint of Messrs. Cathcart & Woodruff, of Correctionville, Iowa, in relation to switching at that point, you wrote the board stating among other things "I will have our traffic department take this matter up with Messrs. Cathcart & Woodruff, and adjust it on a basis satisfactory to them." From a recent letter received from them, a copy of which is sent you herewith, this result does not appear to have yet been reached. Will you please see that the matter has further attention as soon a practicable.

By order of the board. Very respectfully yours,

W. W. AINSWORTH, *Secretary.*

On January 25, 1894, Mr. Harahan's reply was received as follows:

CHICAGO, January 23, 1894.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: Referring to your favor of 18th inst., in regard to complaint of Messrs. Cathcart & Woodruff, of Correctionville, concerning switching arrangements at that point, as per my letter of November 18th last, I had our traffic department take the matter up with Messrs. Cathcart & Woodruff and with our agent at Correctionville. The shipment in question was that of a car of barley, going to Des Moines, via the Chicago & Northwestern Railway, the switching of which was satisfactorily arranged. We also stand ready to arrange for the switching of any other shipments when they are brought to our attention. Yours truly. J. T. HARAHAN, *Second Vice-President.*

And on the same date the following was addressed to the plaintiffs, which may be considered as closing the case.

January 25, 1894.

Messrs Cathcart & Woodruff, Correctionville, Iowa:

GENTLEMEN: Yours of the 18th received. This office has also received another communication from Mr. Harahan in relation to the same matter, a copy of which is sent you herewith. So far there does not appear to be any distinct issue between the railway company and yourselves that the commissioners can very well act upon.

They suggest that when you have another car that you desire to have switched, in case the company does not promptly render the service at a reasonable rate, that you make a formal request or demand for the service and tender a fair compensation, and if they then refuse to do the switching you can report the facts to the commissioners and they will promptly exercise the authority given them by law, if necessary, to get justice done you. The present case does not appear to be in proper shape to render it advantageous to push it any further, and the commissioners will consider that closed until you are heard from further in the line above suggested, if that course will be satisfactory to you. Very respectfully yours,

By order of the board. W. W. AINSWORTH, *Secretary.*

C. No. 80, 1894.

HAMBLETON MILLING COMPANY AND J. W. TOWNSEND, KEOKUK, IOWA.

vs.

CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY.

Discrimination in switching charges.

On February 24th, the Hambleton Milling Company and J. W. Townsend, of Keokuk, firms a part of whose business is to buy and handle grain on the various railroads of Iowa, filed with this board a complaint against the Chicago, Rock Island & Pacific Railway. They say:

Some few weeks ago without notice, they endeavored to exact a switching charge of $2.00 per car, for all grain reconsigned at Keokuk. To this we objected and they then gave us the official ten days notice. Later on without any notice they exacted a charge of $3 00 per car for delivering cars to the connecting lines, unless the contents of the cars were transferred into the cars of connecting lines, and we have transferred within the last few days for ourselves and other shippers, some eighty-nine cars; but today, without notice, they demanded that we should pay all freight charges before the cars were set, and $3 00 switching charges in addition thereto. Also to transfer the grain out of their cars into connecting line cars or unload at Keokuk.

We think this is violating our laws, is a usurious charge and should not be tolerated by your body, and we beg you to give this matter consideraton and redress, if in your power.

The above quotation is by the Hambleton Millling Company. Mr. Townsend's complaint is much the same and at the close he says: "Would ask prompt consideration by your honorable body, as I have sixteen cars tied up today, with more to follow from day to day."

As the case seemed to the commissioners to require immediate attention, the following was wired Mr. E. St. John:

February 24, 1894.

E. St. John, General Manager Chicago, Rock Island & Pacific Railway Company, Chicago:

Hambleton Milling Company and J. W. Townsend, Keokuk, filed complaints of $3.00 switching charges assessed without notice; also demand for prepayment of freight charges before cars were set and of requirement to transfer grain from your cars to connecting line cars or unload at Keokuk. Parties ask immediate relief from what they call exorbitant charges and unjust discrimination. Will you please make early reply.

By order of board W. W. AINSWORTH, *Secretary.*

To the above Mr. St. John replied as set out in the copy of telegram below:

Our rates are to our own stations. Any extra service that we are called upon to perform for delivery to connecting lines we are entitled to compensation for. This is the custom at most all junction points on grain that is billed to the junction point locally, as is the case with the grain going to Keokuk. The switching charge is not uniform, different charges being made at different points, but this is not in excess of the charge made at Des Moines and some other points within the state. E. ST. JOHN.

The plaintiffs in the case were sent copies of the reply of Mr. St. John, to which, on February 26th, Mr. Townsend says: "The switch on which I have asked the Chicago, Rock Island & Pacific to place my cars, is only one-half block from their freight depot, and the most convenient switch in the city for them to get on. I would take them on any union switch, but they refuse to deliver them where a connecting line can reach, except I pay a charge of $3.00 per car, which is exorbitant, if they are entitled to charge any thing for switching, which I deny." On the same date the Hamilton Milling Co. write: "Since we wrote you the status of the case, we have made legal tender of money to the Rock Island for our grain and demanded it set upon our switch. After consulting, by wire, with Mr. Gilmore, superintendent, on Friday last they set four cars. Saturday they refused to set any. Monday morning, today, they concluded again they would set them without switching charges, and have set four cars. * * * It is simply a bluff on their part to get us to discontinue shipping so much grain from north of Des Moines to Keokuk. Our markets here justify the grain in coming this way at this season of the year.

On March 2, the following was received from Mr. J. W. Townsend, one of the plaintiffs in the case:

Since Mr. Gilmore wired the agent here not to deliver cars, except on prepayment of freight and $3.00 per car for switching there has been delivered to the Hambleton Milling Co. thirteen cars, without the $3.00 being exacted. The first four were placed on the union switch, in front of the mill, from where they were immediately switched by the K line to transfer tracks, but the nine cars since were delivered to K line on any switch, without the formality of going over the union switch at the mill. During the same time I have paid the $3.00 per car on sixty-one (61) cars, because the corn was sold in St. Louis and to make time could not afford to tie up here for even one day. I have paid under protest, trusting to you to see justice done

Under date of March 3 the following protest was received at this office:

To the Iowa Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIRS: We, the undersigned, citizens and business men of Keokuk, desire to enter our protest against the arbitrary and unjust treatment to our fellow citizens in the grain trade, viz, J. W. Townsend and the Hambleton Milling Company, by the Chicago, Rock Island & Pacific Railway, and appeal to you to give your attention on the ground by a personal visit to Keokuk, that justice may be done all parties

Signed by Irwin, Phillips & Co. and nine other business firms.

Copies of these various forms of complaint were forwarded to Mr. St. John, general manager, and under date of March 5 Mr. T. S. Wright, general attorney of the defendant road, says: "The matter is under investigation, and as soon as results of that investigation are reached, which will be shortly, I will forward to you our reply to these complaints."

On March 8 the following communication was received from the Hambleton Milling Company, which will so far as they are concerned close the case:

KEOKUK, IOWA, March 6, 1894.

Honorable Board of Railway Commissioners, Account of W. W. Ainsworth, Secretary, Des Moines, Iowa:

GENTLEMEN: We beg to advise you that Mr. Gilmore, superintendent of the Rock Island, and Mr. J. R. Graham, division freight agent of the same road, have waited upon us and have advised us that they will allow us to resume the shipment of grain to Keokuk and that they will set the same upon our tracks without the exorbitant switching charge of $3.00 per car, and will conduct the business in the same manner they have in the past; and will also refund to us any switching charges we may have paid, and ask us to withdraw any complaint against them we have with your honorable body. In pursuance of this request we desire to say to you that we have no further complaint to make if the Rock Island will allow our grain to come along in the future as it has in the past

Thanking you, one and all, for the interest you have taken in our behalf, and hoping that we will have no further cause for action against this road, we beg to remain,

Yours respectfully,

HAMBLETON MILLING COMPANY.

On March 9 Mr. Townsend was notified of the satisfactory adjustment of the difficulty with the Milling Company, and requested to "advise the commissioners of the present status of his complaint against the company, in order that if also adjusted the records may be made to show that fact and the case be closed."

In response to this inquiry Mr. Townsend addressed this letter to the board:

KEOKUK, IOWA, March 10, 1894.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN: Your favor 9th at hand, and in reply would say one of my complaints is, that during the last two weeks the Rock Island has delivered to Hambleton Milling Company, fourteen cars of grain, having same destination as mine, and known to be for transfer by the railway company too. Five cars were delivered on the union switch immediately in front of the mill, six cars to another union switch known as the elevator switch, and three cars to the union switch used as a transfer, by the same engine, and at same time as were some for me, and on none were any switching charges collected from the Milling Company. Agent here stating to me in making this exception, he was acting under orders from Mr. Gilmore. Understand I've no quarrel with the Hambleton Milling Company, as they have succeeded in getting only what is their due, but same delivery is due me too, or any other man. Yours respectfully, J. W. TOWNSEND.

No reply having been received from Mr. St John, on the 13th of March he was addressed as follows:

On March 8th the commissioners forwarded you a copy of letter of the Hambleton Milling Company, of Keokuk, which virtually closed their complaint in regard to switching, but the case of J. W. Townsend, of Keokuk, a copy of which was sent you the same date of the Hambleton case, has not yet been adjusted, as is evident from the last two letters received from Mr. Townsend, copies of which are inclosed and to which your attention and early reply are respectfully requested.

On March 20th Mr. St John's attention and reply was again asked, and on March 23rd Mr. Thomas S. Wright, general attorney, submitted the following reply:

CHICAGO, ILL., March 23rd, 1894.

W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR: Your favor of the 20th inst., to Mr. St. John, general manager of this company has been referred to me.

It had been supposed that this complaint had been withdrawn, and investigation,

therefore, had not been pursued as it would have been but for that fact. I expect to have full information, on which to base a reply, by the first of next week, at which time you will hear from us further. Yours truly,

THOS. S. WRIGHT, *General Attorney.*

A copy of Mr. Wright's letter was sent Mr. Townsend on the 24th, with the request that any progress in the direction of an adjustment might be promptly reported, and under date of March 28 Mr. Townsend says: "The Chicago, Rock Island & Pacific Railway have arranged my difference with them and I write you to withdraw my complaint," and thus the case of unjust discrimination in switching is satisfactorily closed.

C. No. 81, 1894.

CHICAGO, FORT MADISON & DES MOINES RAILWAY COMPANY,

vs.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY COMPANY.

Exorbitant switching charges.

The complaint of J. C. Mackinnon, general manager of the Chicago, Fort Madison & Des Moines Railway Company, against the St. Louis, Keokuk & Northwestern Railway Company, together with the answers of the respondent company to the charges preferred by Mr. Mackinnon, is fully set out below. It will be observed that during the progress of the adjustment of this matter Mr. Mackinnon was succeeded in office by Mr. E. F. Potter, general manager:

TELEGRAM.

OTTUMWA, IOWA, February 15, 1894.

To W. W. Ainsworth:

The St. Louis, Keokuk & Northwestern Railway refuse to switch our cars to an industry track in Fort Madison for less than $20 a car. Their charge has heretofore been $2. Can we do anything with them? J. C. MACKINNON.

In sending this complaint to Mr. W. C. Brown, general manager of the St. Louis, Keokuk & Northwestern, the commissioners say:

The commissioners desire to know whether this is correct, and if so, on what theory it is justified. While no rate has been fixed for switching, $5 per car has been regarded as extreme in many cases. If you desire to make the absolute claim that the sidings to the industries on your line are private property and have not the public character that belongs to the main lines of road, the commissioners will be pleased to carry this question to a final determintaion in the couris, and will gladly prepare a case covering all the points that may be raised.

Mr. Brown sent the following answer by telegraph:

Telegram received. Mr. Mackinnon does not state the facts in the case. The Chicago, Fort Madison & Des Moines ask us to take their cars, place them on our tracks for loading, and return the loads to that road. We have not more track room than we require for our business, and therefore cannot accommodate Mr. Mackinnon.

W. C. BROWN.

Copy of the foregoing was sent Mr. Mackinnon, and on February 10, 1894, the following was received from Mr. Brown, for the St. Louis, Keokuk & Northwestern Railway Company:

I desire a little more time to look into this matter, and will then reply at length to your communication. In the meantime we must take the position that we cannot furnish tracks at Fort Madison or any other station for the use of our competitors. Our facilities at Fort Madison are limited, and we cannot possibly share them with other roads.

On March 2, 1894, Mr. Brown was asked whether his investigations had been completed, and in reply, under date of March 5, 1894, he says:

Replying to yours of the 3d inst., in regard to complaint of the Chicago, Fort Madison & Des Moines Railroad, would say, that our general solicitor, Judge O. M. Spencer, and the general solicitor of the Chicago, Burlington & Quincy, Mr. J. W. Blythe, are both in Washington, and will not return until the middle of the present month. As soon as possible after the return of these gentlemen we propose coming to Des Moines, to take up with the board the question which has been raised.

Copy of this letter was sent Mr. E. F. Potter, general manager of the Chicago, Fort Madison & Des Moines Railway Company, on March 6, 1894, and on March 10, 1894, the following was written by him in reply thereto:

FORT MADISON, IOWA, March 10, 1894.

W. W. Ainsworth, Esq., Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: I am in receipt of your letter of March 6. Will you kindly advise me what case you have reference to. Mr. Mackinnon having left the city, I am unable to determine from your letter what you have reference to. I know of no case that we have pending before your board in which the Chicago, Burlington & Quincy and St. Louis, Keokuk & Northwestern are parties.

Yours truly,

E. F. POTTER, *General Manager.*

Mr. Potter was furnished the desired information, and at a later date visited the commissioner's office and had some conversation relative to the complaint of his predecessor, which is referred to in the following telegrams, which close the case:

OMAHA, NEB., March 27, 1894.

To W. W. Ainsworth:

Am advised of complaint of Chicago, Ft. Madison & Des Moines against our line has been withdrawn. Is this correct? Please answer. W. C. BROWN.

DES MOINES, IOWA, March 27, 1894.

To E. F. Potter, Gen'l Manager, C., Ft. M. & D. M., Fort Madison, Iowa:

Did you wish your recent conversation while in this office to be interpreted as formally withdrawing the switching complaint against the St. Louis, Keokuk & Northwestern. Answer.

W. W. AINSWORTH, *Secretary.*

FT. MADISON, March 28, 1894.

To W. W. Ainsworth:

Yes sir, I desire to withdraw the complaint against the St. Louis, Keokuk & Northwestern railroad in regard to switching charge at Ft. Madison. E. F. POTTER.

DES MOINES, March 29, 1894.

To W. C. Brown, General Manager St. Louis, Keokuk & Northwestern:

Fort Madison switching complaint withdrawn by General Manager Potter.

W. W. AINSWORTH, *Secretary.*

C. No. 82, 1894.

CITIZENS OF MITCHELLVILLE, IOWA, vs. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY. — *Petition for opening of street across station grounds.*

On February 15 the following petition was received from citizens of Mitchellville, same being signed by G. S. Fox and thirty-seven others and forwarded by M. H. Davis, mayor.

To the Honorable Board of Railroad Commissioners, of the State of Iowa:

We, the undersigned citizens of Mitchellville, Iowa, petition your honorable board to order the Chicago, Rock Island & Pacific Railway Company to remove their section house and make necessary crossings for public travel on Arch street in the town of Mitchellville, Iowa.

This was laid before the company and on March 16, Mr. A. Kimball, assistant to president, advised the commissioners that Road-Master Preston would be in Mitchellville in a few days and take the matter up with the town authorities, adding: "I am inclined to think that we ought to give them another crossing at or near that point."

On March 20, 1894, the following letter was received from Mr. Kimball:

DAVENPORT, IOWA, March 20, 1894.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR: In the matter of a crossing petitioned for at Arch street, in the town of Mitchellville, and the removal of the section house, I have to say: It is arranged between Road-Master Preston and the city authorities to open a street 40 feet in width across the station grounds at this point. This appears to be satisfactory to the town, and obviates the necessity of moving the section house.

Yours truly,

A. KIMBALL, *Assistant to President.*

Application being made to Mayor Davis, as to whether this arrangement would be taken by the petitioners as an adjustment and settlement of the complaint, Mr. Davis' successor, Geo: W. Copley, who had in the mean time been elected mayor, replied, in substance, as follows, which closes the case:

MITCHELLVILLE, IOWA, March 22, 1894.

Hon. W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR: All your favors to the former mayor of our town have been passed to me as his successor in office, for reply.

Allow me to say that Mr. Preston was in last Monday morning and he and I went to the place of the proposed crossing and in a very few minutes settled the matter to the entire satisfaction of the town and company.

Very respectfully yours,

GEO. W. COPLEY, *Mayor.*

In the matter of the classification of Calves, "Silicon" Wall Plaster, Democrat Spring Wagons, Crushed Stone for Road Purposes, Gravel and Sand.

Since the last hearing in matters pertaining to classification, several petitions or requests have been filed with the board, asking for a hearing and re-classification in certain cases, prominent among which was "sand and crushed stone from class 'E'," to the rate given it prior to March 1st, viz: "Soft coal, lump rate," and stating that upon this last rate several large contracts had been made for the current year, much to the injury of the contractors, provided they were compelled to pay the unexpected class "E" rate.

In accordance with the custom of this board, notice was sent all railroads doing business in Iowa, and all complaining parties, that on Thursday, July 11th, at 2 o'clock P. M., the board would, at their office in Des Moines, take up for consideration the classification of sand and crushed stone, adamant or perfection wall plaster, democrat spring wagons, and calves in crates.

In response to the said notice Messrs. Stubbs & Manatrey, of Fairfield, and Mr. Henry Wallace, of Des Moines, appeared in behalf of the stock shippers, and Hon. Spencer Smith, of Council Bluffs, and Mr. Steel, of Des Moines, for the sand and stone shippers. Mr. J. M. Bechtel, division freight agent of Burlington, appeared in behalf of the Chicago, Burlington & Quincy, whose interests he represents.

The difference of opinion seemed to be easily and satisfactorily adjusted with the exception of the "sand and stone" rate, upon which quite elaborate arguments were made and such testimony offered as seemed necessary to prove the assertions.

From the comparison of the two rates in question it appears that for a distance of one hundred miles there was but little difference in rate of shipment, and that too, was in favor of the "E" rate, but for distances of less or more than one-hundred miles, there was a rapid increase in the rate in class "E," so much so that an expense bill offered in evidence showed that for the shipment of a car of sand from Afton to Creston, a distance of ten miles, the sum of $22.08 had been paid, while for coal for the same amount and distance the amount charged would have been $12.92.

Other expense bills were filed, showing voluntary rates of $12 per car of 80,000 pounds, from Cedar Creek, Nebraska, to Council Bluffs, crossing the bridge at Plattsmouth, and thence via Kansas City, St. Joe & Council Bluffs to the Bluffs, making a haul of thirty-five miles, included in which is the crossing of Missouri river at

Plattsmouth, and a switching charge made by the Northwestern company from the terminals of the Chicago, Burlington & Quincy to some point in the city of Council Bluffs, near to the place where said sand was to be used.

The assertion was made (but no expense bill filed), that a rate of $7 per car was voluntarily made on 40-ton cars of sand, by the Kansas City and Chicago, Burlington & Quincy, from a point from seven to ten miles below Council Bluffs to that city, and that large amounts of sand had been delivered on the same $7 rate.

In view of such statements established beyond a reasonable doubt, the fact that rates as low and even lower than the rate prayed for by these shippers have been voluntarily put in by defendant road, and others doing business in this state, it would therefore appear that such rates are reasonably remunerative and satisfactory, and in consideration of the evidence upon the case it is held that the change prayed for is just to all parties, and ordered as follows:

	L. C. L.	C. L.
Calves under 300 lbs. crated, estimated weight 500 lbs.	1½	
Calves less than one year old, not crated, estimated weight 1500 lbs.	1	
"Silicon" wall plaster		Same as stucco.
Democrat spring wagons, boxed or crated, sufficiently K. D. to be loaded in box car, actual weight	1	
Crushed stone for road purposes, gravel and sand		Soft coal (lump) rates.

By order of the board.

W. W. AINSWORTH, *Secretary.*

NATIONAL CONVENTION

OF

RAILROAD COMMISSIONERS.

NATIONAL CONVENTION OF RAILROAD COMMISSIONERS.

MAJORITY AND MINORITY REPORTS OF THE COMMITTEE ON POOLING. ALSO PAPER ON STOCK AND DEBT WATERING.

At the national convention of railroad commissioners at Washington, D. C., May 8, 1894, the following majority report of the committee on pooling was prepared and read by Peter A. Dey, of the Iowa commission. The minority report which follows was by Mr. Becker, of the Minnesota commission, and the paper on Stock and Debt Watering was by George G. Crocker, formerly of the Massachusetts commission.

THE MAJORITY REPORT.

Mr. Chairman, and gentlemen of the convention, it is rather awkward for a man to read a paper, before a body of this kind, that has been in print for two or three months, and, as I suppose it has been read, has lost whatever freshness there might be in it. But I feel anxious to read this report, because I know that the positions taken are, to a certain extent, extreme, and I believe, I hope and trust that it will elicit discussion. There never has been, it seems to me, enough of discussion in this body of questions of this kind, and I purposely, in preparing the paper, carried some points to an extreme that I would not have done had it not been to provoke discussion. The secretary infoms me that I am mistaken as to the printing and distribution of the report.

The SECRETARY. It just came from the printer, Mr. Dey.

REPORT OF COMMMITTEE ON POOLING OF FREIGHTS AND DIVISION OF PROFITS.

Mr. DEY. Section 5 of the act to regulate commerce, reads as follows:

"That it shall be unlawful for any common carrier, subject to the provisions of this act, to enter into any contract, agreement, or combination with any other common carrier or carriers for the pooling of freights of different and competing railroads, or divide between them the aggregate or net proceeds of the earnings of such railroads or any portion thereof, and in any case of an agreement for the pooling of freights as aforesaid, each day of its continuance shall be deemed a separate offense."

This section does not seem to harmonize with those that precede it and has, we think, no proper relation to them. It certainly was not formulated by those who were imbued with the spirit of the law or fully comprehended its aim and object. It is probable that it was forced upon the committee who prepared the bill by parties who had given the subject less thought than they, and was accepted and incorporated into it rather than endanger the passage of the act, the main and leading portions of which were thought necessary to afford everywhere equal and just treatment to the agricultural, commercial, and other interests of the country. To substantiate this it is only necessary to review the first four sections.

The law first determines what it means by railroads and railroad transportation. The term railroad includes all bridges and ferries used or operated in connection with any railroad and all the road in use, whether owned or operated under a contract, agreement, or lease. The term transportation includes all instrumentalities of shipment or carriage. It lays down as a fundamental principle that all charges for any service in the transportation of passengers or property or for the receiving, delivering, storage, or handling of property shall be reasonable and just, and any unreasonable and unjust charge is prohibited and declared to be unlawful.

Section 2 prohibits special rates, rebates, drawbacks, and unjust discrimination, and tells in what they consist.

Section 3 prohibits undue and unreasonable preference to persons, firms, corporations, or localities, or subjecting any particular description of traffic to any undue prejudice or disadvantage. This section also requires each carrier to afford reasonable, proper, and equal facilities for the interchange of traffic, and that it shall not discriminate in rates and charges between connecting lines.

Section 4 makes it unlawful, under substantially similar circumstances and conditions, to charge or receive greater compensation for substantially the same service for a shorter than a longer distance over the same line, in the same direction, the shorter being included in the longer.

The four sections from which we have quoted are a full statement of the principles that Congress has prescribed to govern interstate commerce. The remaining sections are mainly the machinery by which it is to be carried out, and the exceptions and limitations to its literal enforcement

It has been before stated section 5 may be regarded as at variance with the whole spirit of the law; there is nothing preceding it that indicates an intention on the part of the framers of the bill to deprive railroad companies of the right to make their own contracts in their own way, subject to the restriction of law. The ample provisions made to prevent unreasonable and unjust charges would, if fully enforced, be sufficient to prevent any unjust rate, whether made by the companies by agreement among themselves or by the individual acts of individual companies. The law, broad and catholic in its general character and based upon equitable principles, intends no wrong to the carrier and permits him to do no wrong to his patrons. It is the natural right of the individual to make such contracts as may suit his interest or his inclination, and while they are in conformity with law no one may restrain him. The same right belongs to the artificial person or the corporation to the full extent of the powers acquired by charter, and, except for the statute, his right to make these contracts, within such limits, would be undoubted. If this proposition be correct, the question comes with great force, why should these corporations be restrained from making such agreements as to rates and the division of business at competitive points as to them may seem desirable, provided always that the rates are reasonable, just and not discriminating. The law requires

these conditions in the previous sections and has later on formed a tribunal to determine what is reasonable, what is just, and what is discriminative.

Why was this section put in the law? The only reason for it that appears upon the surface is that those who control the business interests of the competitive points seek to formulate such conditions that there will at all times be such struggles for business between the carriers that by rebate or secret rate that they may expect to force some advantage to themselves. They have succeeded in working upon the popular prejudices against corporations, and have created a public sentiment that approved this section. If its effect was fully understood, we believe public sentiment would be quite as decidedly against this section. It is believed the section should be repealed, not modified, altered, or amended, for the reason that the freedom to make contracts with themselves and others, should not be abridged unless clearly against public interest, and that interest so general in its character as to includs all points. This section repealed, the temptation to put upon the noncompetitive point a more than fair proportion of the cost of maintaining and operating the roads would be practically removed. It would go further and make the enforcement of the law easier, because it would enlist the railroads in an effort to maintain it and would insure stable rates, while under the present conditions the railroad interests seem to be largely advanced by a violation of law. Possibly no legislation is necessary after section 5 has been eliminated. It is questionable whether the position of many railroad managers that the commission should form a protectorate over a variety of pools, is the true policy. If the freight agent is to be taught strict morality, obedience to law, and a respect for contracts, the duty of teaching should not be imposed upon the commission. If there is any doubt about the power to make and enforce such contracts as are here prohibited, a separate law should be passed without any reference to the commission or the commissioner law, giving the roads power to make and enforce contracts among themselves, to collect damages when sustained, and do what individuals might do similarly situated.

In considering the relations of the railway company to the public, it is believed that no special legal protection is needed; that it is fully prepared to look to its own interests, and if allowed to exercise the ordinary rights and powers that are necessary for the defense of property, it is fully able to care for itself. The difficulty with section 5 is that it deprives the railroads of the only means they have at the competitive point for relief from the effects of unregulated competition. Mr. Nimmo says that "agreements as to the apportionment of competitive traffic tend to promote the flow of commerce in its natural channels. * * * The orderly and just administration of the railroad transportation interests of the country, ought to be allowed to protect themselves against the efforts of large shippers and vicious commercial trusts, and other combinations to induce unjustly discriminating rates in their own favor." By a division of traffic, the temptation to give unjustly discriminating rates will be removed.

That the trend of thought, where careful and laborious investigation has been given these subjects, is in the direction above indicated is clear, from the following extract from a decision of the Interstate Commerce Commission in an important case, and an opinion of probably equal weight which we here quote. They have, neither of them, any reference to section 5, but clearly point out that the law was not framed to deprive them of their ability to care for themselves, or by any of its provisions to guard them from the effects of their own acts, or their differences with each other:

"Every statute is to be read in the light of its history and of the evils it was intended to redress, and as a matter of public history nothing can be more notorious than that the act to regulate commerce had for its leading and general purpose, to which all other purposes were subordinate, to provide effectual securities that the general public, in making use of the means of railroad transportation provided by law for

their service, should have the benefits which the law had undertaken to give, but of which in very many cases it was found the parties entitled to them were deprived by the arbitrary conduct, the favoritism, or the unreasonable exactions of those who managed them. It may be affirmed with entire confidence that the act was not passed to protect railroad corporations against the misconduct or mistakes of their officers, or even primarily to protect such corporations against each other."

The other authority says:

"That the purpose of the act to regulate commerce was to protect the public interests as against the acknowledged evils which have grown out of the uncontrolled and unrestrained management of railways in this country. It was not framed and does not aim to protect the interests or the rights of railroad companies or their stock and bond holders. It has always been supposed that these interests and rights were abundantly able to care for themselves. What is expected of acts to regulate commerce and of railway commissions, state and interstate, is that they shall guard, protect, and maintain the rights of the public in their relations to the common carriers of the country."

"If the railway corporations in the management of their own affairs, subject to the laws, or in their relations with each other, need legislation to protect their own interests, or the interests of their stock and bond holders, it should be provided for in a separate and distinct act, distinctly declaring its purpose and having these objects in view. They are justly entitled to the equal and common protection of the laws, no more, no less."

This last sentence is worthy of special consideration: "They are justly entitled to the equal and common protection of the laws, no more, no less." It has always appeared that the law prohibited rebates, discrimination, and special rates, and that the freight agent who honestly lived up to its provisions was compelled by section 5 to sit with folded arms and see all the business at competitive points go to the trains of his less scrupulous competitor. If there is or can be any temptation to violate the law it is here afforded, and human nature is of a stronger fibre than belongs to most men if it does not make the scrupulous manager overlook the means that are employed to regain his proportion of the traffic that is lost by a violation of the law. The contracting agent who obeyed it would probably be no longer needed by his company. The officials of his competitor deny the rebate, the shipper refuses to testify, and the courts sustain his position. The commission feels that it is powerless to enforce the law, and has lost much of its prestige in consequence. Give the carriers the rights of which they have been deprived and each road, sure of an agreed proportion of the traffic of the competitive point, will have no reason to cut the rates; the law can readily be enforced, at least it will have the co-operation of a large majority of the roads, which certainly is an element of strength.

Any unnecessary restraints on business are injurious. If the legislature in its wisdom sees fit to protect the public from the ill-effects of the uncontrolled management of railroads, it is well, but when individual and organized efforts are made to compel the railroad company to violate the law, legislative action should not deprive them of the only practical methods by which this can be prevented. If this matter was better understood, the public would still continue to demand reforms, but would hesitate to apply conditions that would make reforms impracticable.

By this it is not intended to justify the open or disguised efforts on the part of many of the railway companies to ignore the law and avoid its provisions.

The conviction is forced upon the mind of every one who has carefully watched the policy of railway companies for the last twenty years, particularly at the large business centers, that if these vast properties are to be preserved and to earn for the stockholders remuneration for their investment, they must eventually be honestly managed upon the principles laid down in the interstate commerce law, and the sooner this determination is reached the better for their interests. Evasion and sharp practices

cannot always succeed, and will eventually react. Why this is not recognized and acted upon when the consequences are so apparent, is a question difficult of solution.

The law was not designed to obstruct or lay additional burdens upon, but to regulate interstate commerce, and if it is carried out in its spirit, would, it is believed, result in benefit as great to the corporations regulated as to the public.

It will not be regarded as a novel proposition that the carrier should receive and is entitled to remunerative rates at competing points as well as points that are not competitive; in fact, there were no reasons urged for the passage of the law more applicable and of greater force than the public demand that as near as practicable all points should be placed on an equality, the relative distances being duly considered as an element of difference. By this it must not be understood that a pro-rata rate is practicable or desirable, but the idea is expressed in section 4 that, with certain limited exceptions, left to the judgment of the commission, no greater charge should be made for the shorter than the longer distance, the former being included in the latter. Section 4 of the law is of more practical value in affording equal and exact justice than any or all the other sections combined, and it is to be regretted that a healthy and strong rule of action has been partially compromised by the insertion of the words "under substantially similar circumstances and conditions," and that the commission was given authority to allow the rule in special cases to be abrogated. No question as to the abstract justice of the claims that have been admitted by the commission, but it is believed the law would have been stronger and the general interests better served had the terms been absolute, and that it would have been better for the roads themselves.

If the freight cannot be handled at competitive points by one road profitably, and it can be carried in some other way, it simply shows that the facilities of the one are better than the other; and if, in spite of all this, the railroads choose to carry it, their customers at the non-competitive points should have the advantage of the situation. In other words, if section 4 was rigidly enforced, each railway would rather seek to handle the business that belonged to it and allow the other carrier, who was nearer, and had more favorable conditions, to take what, from the nature of the case, legitimately was his. One great difficulty of the entire railway situation is the disposition of each line to compete for business that it has not the same facilities for handling that other lines have; if it chooses to carry competition where the conditions are unfavorable all its customers alike should share in the benefits to be derived from its action.

The very fact that the long and short haul clause of section 4 was qualified by the phrase, "substantially similar circumstances and conditions," and the commissioners, under certain circumstances, were authorized to relieve the carrier from the operation of the section, has led to innumerable efforts to avoid its provisions. The carrier and the shipper at the competitive point have argued themselves into the belief that an evasion of the letter of the law was a compliance with its spirit, and probably greater discriminations have been made than would ever have been attempted had the exceptions not been made.

The courts have taken up the subject and interpreted the matter of line to mean what evidently was not the general interpretation of the term. They hold that a carriage of grain by rail from the Missouri river to New York, although it may pass in the same cars without rebilling, unloading, or any physical change over connected roads and rails, passes over three lines—one from the initial point to Chicago, the second from Chicago to Buffalo, and the third from Buffalo to New York. It is competent for the three separate lines to so arrange their tariffs under the provisions of this section that the charge may be less for the whole than for part of the distance. The unlearned man who reads the law, which is supposed to have been made for his protection, sees

in the shipment but one line for the transportation of his property, made by the combination of the three roads, and he feels the injustice that the framers of the law never intended when he is compelled to pay on his shipments for the half of this distance more than is paid by another for the whole. The qualification of this section is an evil that calls for remedy. If it was carried out in its spirit, free from any exceptions, many complications would be avoided. What we need is a pruning of the law—a legislative interpretation in the spirit of its enactment, and some machinery for its prompt enforcement.

The abrogation of the section prohibiting pooling should be supplemented by strong and effective enforcement of what precedes it. Any attempt to make an argument on pooling involuntarily drifts toward this long and short haul section. The able railroad commissioner of the state of Kentucky, in discussing the subject, claims that the object of this section was to give the competing points the benefit of the forces of competition; that it has been the policy of the courts to give full force and effect to laws of competition in matters of commerce and trade, and if the only parties interested were the shipper, the trader and consumer at the competitive point, this law looking to the preservation of free competition, would be above criticism. He estimates that but one-fourth of the people of the United States live in and about towns where there is competition, or where there is more than one railway. The result of this free competition, he thinks, is to give to one-fourth of the population the benefit of competitive rates, and possibly rates below the cost of service, which the other three-fourths of the population, deprived of the benefits of free competition, must pay, if the railroads are to receive reasonable compensation for their services. In other words, one-fourth of our population, despite the law and the protection under present conditions thrown around railroad traffic, get their freights at reduced rates, which are compensated by an additional burden upon the other three-fourths of our people, because of section 5, which prevents the railways from making contracts among themselves for a proper and equitable division of the freight at these points, or any adjustment by which a satisfactory division of the profits arising from the carriage may be made.

It is difficult to determine whether the estimate of the percentage of freight carried from competitive and noncompetitive stations is correct; but whether it is or not, the argument is unanswerable, and the conclusion will in no way be affected by a different ratio.

It will not be seriously claimed that requiring the competitive point to pay its full share of traffic expenses wronged the shipper at that point. The difficulties that we have encountered for years were not generally that the rates were too high. Stable rates, remunerative to the carrier, rarely changed, and, if changed but slightly, are always better for the shipper. When he buys produce he knows to a certainty what his freight will cost, and if he can rely upon the assurance that no one else or no other locality gets a lower rate for the same or similar service, he conducts his business with confidence, and so far as transportation affects it, with safety. A sudden fall of rates, followed by possibly an advance, disturbs and disarranges his plans.

It is true that with the broadest liberty to make contracts, and with all freedom for pools, still the rates are often cut. This may be, but you have, to aid in sustaining the rates, the forces of all the railway interests, and they are generally able to deal with these matters fully as well as a commission or a judicial tribunal. It would seem that section 5 was enacted in the belief that if the carriers were able to destroy each other, that the public would permanently gain by their contests. This is believed to be a mistake, and that one of the most difficult tasks is to prevent these contests from injuring the communities depending upon them for transportation. It is observed that a

large majority of railway managers who have expressed themselves, are of opinion that pooling is dangerous and should not be allowed, except by the sanction of the commission. The commission is not supposed to be composed of experts in this branch of railroading, and there appears to be no objection to giving the companies the broadest latitude, and if in the carrying out of the pooling arrangements the law is violated, or the individual or locality discriminated against, there is ample power lodged in the board without this section, to right the wrong. It is thought by men who have considered this matter carefully, that the penalties are too severe, particularly those imposed upon contracting agents. It may be a question whether the railway company rather than the agent, who is supposed to be acting by authority, should not suffer the penalty. In this case he might be a witness and something practical reached.

It has been wisely said "that every exception to the statute has the appearance of injustice, and is, therefore, to be avoided if possible." The law and sound policy should reduce the exceptions to the narrowest limit; perhaps, in the light of experience, they should be entirely eliminated, and all men, corporations, and firms treated alike.

With this view it is to be regretted that section 22 begins as follows: "Nothing in this act shall prevent the carriage, storage, or handling of property free or at reduced rates for the United States, state, or municipal governments." After passing the law requiring corporations to deal justly, fairly, and impartially, exceptions are made that not merely have the appearance of injustice, but are rank injustice. These governments are not regular and constant patrons of the railways, furnishing such business in quantity and uniformity as to make them wholesale dealers in railway transportation. On the contrary their demands are irregular and spasmodic, often to the exclusion of service for the regular shippers. It is difficult to arrive at a rational solution of the introduction of these exceptions in the legislative action of a body that was aiming at exact justice. Why should the general government, that derives its revenue from duties on imports and taxes on luxuries, have any different or better treatment than any other shipper? Why should the state or the municipal corporation, whose revenues are drawn from taxes on the property and wealth of the country, be preferred to the single individual, the difference in whose freight bills is perhaps the only profit derived from laborious and competitive business?

The money of the general government is often in excess of its needs, and the taxes come lightly on those who pay them. The same is true of the state and municipal corporations, the taxes are upon property, and rarely any hardship comes in their payment. It is difficult to find any justification for these exceptions; they are believed to be at variance with the whole spirit of the law, and their tendency is to justify other exceptions which are asked on better grounds. The large and regular shipper may present a claim that his business is so constant, so valuable to the carrier, that he should be entitled to the wholesale rate in the purchase of the commodity—transportation. The reply is that the law is not for the benefit of a favored class; what he ships will be carried, if not for him for somebody else, and it is not the intention or the policy of the law to build up monopolies. The inconsistency of the general government in making this exception has always seemed to be a blot upon a reasonably clean page. In the transportation of mails there is no competition allowed, and this service was certainly not intended to be a part of the exception. In case of war, invasion, or any national calamity, all property yields its rights, constitutional or otherwise, to the necessities of the occasion, and if this was intended, it should have so stated in clear and explicit language, and no objection would be offered: but when Congress passes a law whose whole aim and object is that the business of the country shall be done without discrimination,

and, after imposing heavy penalties, makes itself the first exception to healthy and honest rules, it is difficult to resist the conviction that this is a serious mistake, and to ascertain what reason can possibly be assigned that will shift from the nation, the state, or the municipality, its proper freight charges and compel the individual shippers to pay them.

The capital invested in the railways of the country should be remunerative. There are many reasons for this. Service of high character can not be long maintained if the revenue is insufficient. There are in the United States nearly 900,000 persons employed in the maintenance and operation of railroads. It is better for the entire country in which these men labor, live, and expend their earnings, that they should be reasonably compensated, and the difference between very low rates and those that would be compensatory, is a much lighter tax upon the shipments of the country than the enforced privations of so large a percentage of our population is upon them.

The very fact that the carrier makes an exceedingly low rate is a public notice that the rate is reasonable and remunerative, and certainly establishes a prima facie case against himself. Legislatures and commissions that make rates naturally assume that the standards made by the companies are fair for formulating tariffs. It is believed that no state or commission in the exercise of its authority would deliberately and in cold blood make a tariff that was not compensatory. The standard from which they derive their information is a comparison with the rate the roads are voluntarily carrying at competitive points, and it is difficult for ordinary business sagacity to understand why all this traffic is carried at a loss. It is often believed that in claiming this misrepresentations are made.

It is thought that if section 5 was repealed and freedom given to the railroad companies to pool or otherwise divide their earnings that compensatory rates would more generally be maintained at competing points; that the labors of the commission in enforcing the law would be lessened and its authority respected, because it would enlist in its support a very large proportion of the railway service that is now, by the force of self-preservation, compelled to antagonize both the law and the commission.

The difficulties in the way of the enforcement of the law that may be cured by legislation are—

First. Section 5, which should be unconditionally repealed.

Second. The holding of the courts that neither the contracting agent of the railway nor the shipper can be compelled to testify, which may be remedied by giving them immunity from prosecution under the law.

Third. The holding of the courts that a line made by the physical connection of two or more railroads is a distinct and separate line, and the law that applies to its parts does not apply to the combined lines. This may be remedied by a legislative definition, which would, it is believed cure this difficulty.

The CHAIRMAN. It will be noticed from the printed copy of the report that Mr. Chadbourne concurs in the report and that Mr. Beddingfield concurs with most of the report, but does not assent to unconditional repeal of the antipooling clause. Mr. Becker submits a minority report. Is it your pleasure that the secretary shall read the minority report?

The secretary reads as follows:

ST. PAUL, MINN., April 30, 1894.

At the last annual convention of railroad commissioners held in Washington in 1893, the following resolution, offered by Mr. Dey, of Iowa, was adopted:

"*Resolved*, That a committee of five be appointed to take up the subject of the propriety of competing roads dividing between them the net proceeds of their earnings, or what is commonly known as pooling, and report to the next convention."

The committee appointed by the chairman pursuant to said resolution was: Peter A. Dey, of Iowa; John H. Reagan, of Texas; Geo. L. Becker, of Minnesota; B. F. Chadbourne, of Maine; E. C. Beddingfield, of North Carolina.

In the official proceedings of the convention this committee is erroneously named a "Committee on pooling of freights and division of earnings."

The resolution for the appointment of the committee does not contain the word "freights." The general "subject of the propriety of competing roads dividing between them the net proceeds of their earning, or what is commonly known as pooling," is the question which the committee is to take up, and upon which it is to report.

It is to be regretted that the committee has not been able to confer together as to the subject matter of this report.

In offering my own views I do so with great diffidence, because they are so different from those expressed by the chairman of the committee, whose draft of a report I am considering now. His long experience, great ability, and acknowledged integrity give great force to his expressions upon any subject.

Section 5 of the interstate commerce act refers to freight earnings, and freight earnings only. The resolution appointing this committee refers to all net earnings from whatever source derived, and we are to consider the subject of "pooling" generally. It includes "freight earnings," "passenger earnings," and "earnings from other sources."

I think the interstate commerce act would be incomplete without section 5. I think the preceding sections lead up to it as a logical conclusion.

The views of my own commission, as expressed in their reply to the circular letter of the Interstate Commerce Commission dated November 1, 1892, are, in my opinion, the correct views. I quote this reply at length:

"The purpose of the act to regulate commerce, in our judgement, was to protect the public interests as against the acknowledged evils which had grown out of uncontrolled and unrestrained management of railways in this country. It was not framed and does not aim to protect the interests of the rights of railway companies or of their stock and bond holders. It has always been supposed that these interests and rights were abundantly able to care for themselves.

"What is expected of acts to regulate commerce and of railway commissions, both state and interstate, is that they shall guard, protect and maintain the rights of the public in their relations to the common carriers of the country

"If the railway corporations in their management of their own affairs, subject to the laws, or, in their relations with each other, need legislation to protect their own interests, or the interest of their stock and bond holders, we think it should be provided for in a separate and distinct act distinctly declaring its purpose and having these objects in view. They are justly entitled to the equal and common protection of the laws, no more, no less

"This commission holds that the act to regulate commerce, being in terms and substance an act to restrain, control and correct abuses which have grown up by reason of the unauthorized acts of railway managers, has no place for such protection from their own acts as common carriers now claim must be extended to them, and that such

amendments to the law, which was framed solely with reference to the rights and interests of the people, will surely weaken, if it does not defeat its administration.

"To allow pooling, subject to state or interstate control, is a step towards the point where railroads are to be operated and managed under state or interstate control. It will be followed by other necessary steps in the same direction, until the respective commissions are so overwhelmed by a vast volume of details as to be entirely precluded from giving any attention to the public welfare.

"The country has not forgotten the evils which grew out of the old system of pooling. They were evils for which railway managers are solely responsible. Congress made no mistake when it laid the ax at the root of the tree.

"It follows, from what we have said, that in our opinion it is not practicable and it is certainly not advisable to amend the fifth section of the act to regulate commerce as suggested."

In my judgment the fifth section of the interstate commerce act should not be repealed. It should be amended so as to include in its provisions all net earnings from whatever source derived.

Much might be said upon this subject, possibly not much that is new, because it has been widely discussed on both sides by many eminent men, but I content myself now with remarking that to my mind the proposition to allow "competing roads" to divide between them the net proceeds of their earnings, is nothing but an effort to create under the forms of law a gigantic railroad trust. In a certain sense all railroads are competing roads, and if such roads are allowed to make a pool of net earnings it would include all roads in the United States.

It is said that nature abhors a vacuum. It is equally true that the jurisprudence of this country abhors a "*trust*," and that the laws forbidding such combinations are fully in accord with the common sense and undivided sentiment of the American people.

GEO. L. BECKER.

"*Resolved*, As the sense of this convention, that section five (5) of the act to regulate commerce be amended so as to read as follows:

SECTION 5. That it shall be unlawful for any common carrier, subject to the provisions of this act, to enter into any contract, agreement, or combination with any other common carrier or carriers for the pooling of the earnings of different railroads or to divide between them the aggregate or net proceeds of the earnings of such railroads, or any portion thereof, and in case of any such contract, agreements, or combination, each day of its continuance shall be deemed a separate offense."

The CHAIRMAN: * * * What action, gentlemen, will you take upon that subject?

Mr. MILLS: I move the adoption of the resolution appended to the minority report of Mr. Becker.

The CHAIRMAN: You have heard the motion by Mr. Mills, that the resolution as submitted by Mr. Becker be adopted. Will you discuss the question? The secretary will please read the resolution.

Resolved, As the sense of this convention that section five (5) of the "Act to regulate commerce" be amended so as to read as follows:

SEC. 5. That it shall be unlawful for any common carrier, subject to the provisions of this act, to enter into any contract, agreement, or combination with any other common carrier or carriers for the pooling of the earnings of different railroads or to divide between them the aggregate or net proceeds of the earnings of such railroads, or any portion thereof, and in case of any such contract, agreement, or combination, each day of its continuance shall be deemed a separate offense.

The CHAIRMAN: I trust the convention may express itself very fully upon this very important matter.

Mr. MILLS: I hardly feel equal to a full discussion of this subject, as it was not called to my attention until I came here to-day, but it seems to me that the adoption of the majority report of this committee, and a favorable action upon that report, would be a step backward in the railway legislation of this country. I think it is the experience of our country that in every town, or in every section where there is healthy competition of business, there is prosperity, or greater prosperity than where there is no competition. It seems to me that the repeal of what is known as the pooling clause in the interstate commerce act tends to set us back by providing the means of destroying competition.

We have an illustration of the effect of a pooling system, or something like it, in our own cities, St. Paul and Minneapolis. There are at least five roads leading from there to Chicago—some of them a considerable distance shorter than others. There is nothing in the law now which prevents pooling, so far as passenger earnings are concerned. The long roads at the present time say to the short ones, if you make certain time between Chicago and St. Paul we will cut your rate; there is an agreement between them by which we are kept at least an hour or an hour and a half longer on the road between those two cities and Chicago than we would be if there was not that arrangement between the carriers. The business of our country is held back at least an hour in the matter of passenger service. Now, carry this out as to freight rates. If roads at every competing point come to an agreement for a division of the earnings, it must necessarily result in no competition between them.

It was suggested by Mr. Dey in his report this morning that interior points were suffering. I can see no reason why interior points should suffer by the law preventing pooling of freight or passengers, unless we can say that our interstate commerce law is at fault and cannot be enforced, and that most of our state railroad laws have not any power and cannot be enforced, or are not enforced. They both provide that nothing but a reasonable rate shall be charged by carriers, and a tribunal is provided by which the rate charged can be investigated and, if found unreasonable, it can be reduced. Now, if the carrier gets a reasonable rate for transportation it certainly should be satisfied. If the carriers in the management

of their business between them see fit to cut their rates for the benefit of the community it is the carriers' business and no one's else. I think at central points—where carriers center—there should be just as healthy competition as you find between merchants in your own town. It is not our business to take care of their interests. They have the brightest minds in the country to take care of their interests for them. Where there is healthy competition between them the people get the benefit of it. If they are allowed to pool their rates the people will be the sufferers.

Commissioner KNAPP: *Mr. Chairman and gentlemen of the convention*—For quite a long time now I have endeavored to give serious consideration to the general subject which is now before this convention, and I venture for that reason to trespass upon your indulgence while I make some remarks concerning a question which I regard as of the utmost consequence. I have made no special preparation for such a task, and therefore, whatever I may undertake to say, even assuming as you should that it will be unimportant in substance or argument, will certainly be lacking in that accuracy of statement and literary finish which would be very appropriate to this occasion; nor am I vain enough to suppose that I can contribute anything novel or valuable to this discussion.

With the general proposition that rival carriers should be permitted to make lawful and forcible agreements with each other in respect of the division of competitive traffic or its earnings, under proper restrictions, I am in unqualified sympathy. With the experienced chairman of the committee, whose reports are the basis of this discussion, I am quite convinced that the fifth section of the present law is entirely inconsistent with its general aims and purposes, and conflicts in a most serious degree with the aims which that law has in view.

To my mind a system of government regulation which starts upon the proposition that all rates shall be just and reasonable, and which forbids every species of discrimination, whether between individuals, localites, or commodities is irreconcilably at variance with the theory or actual competition in the charges and rates of public carriers. It seems to me, therefore, that the present law presents this curious anomaly: it seeks to enforce compulsory competition between rival railroads by the mandate of the statute, and at the same time seeks to punish as misdemeanors the methods, inducements, practices, and concessions by which in all other kinds of business, as we understand it, competition is carried on.

There can be but one reasonable rate between any two points, and impartial treatment, the most just and beneficent provision of this act of Congress, simply means that everybody shall be treated alike. It does not matter if the observance of that principle was salutary, was wise; it does not matter whether there are two or twenty roads between and connecting two given localities or whether there is only a single line; in either case there can be but one just and reasonable rate, and in either case the prevention of every sort of discrimination requires of the carriers between those points to charge everybody the same price.

If you consider for a moment the precise meaning and effect of that primary principle of this law, that every member of the great republic shall receive exactly the same service as every other for exactly the same money, it must be apparent, if there are two or three roads which connect two given cities or towns, that the rate put in force by one of them—granted that it is a reasonable rate—must be observed by all the others, because if they depart from it in any particular, that departure assumes and implies disadvantage to some individual or injustice to some community. Now, if all the railroads, no matter how great their rivalry, how independent their management, how strained the relations between their respective managements, are held strictly to this requirement of the law, they can in no case grant a deviation from the published tariff; and if all the roads must charge their customers exactly the same price for the same service, how can there be any competition between the rates and charges of these carriers?

The gentleman from Minnesota, who has moved the adoption of the resolution of the minority of the committee, talked about healthy competition, and inferentially assumes that it is for the benefit of the community that a railroad to get business shall offer special inducements and grant preferential charges. If you analyze the proposition it is apparent that any device, any inducement, any allurement, or any concession by which it is sought to get a different rate, a more favorable charge than that which is indicated by the published tariff, is distinctly and necessarily hostile to the idea of impartial treatment.

There is another phase of this subject to which I think sufficient attention is not always given. Many very thoughtful people, even railroad managers and even railroad commissioners, in what they have to say or write upon this subject—and it is a confusion of thought very commonly discoverd in newspaper writings on this topic—lose sight of the distinction, which I regard as radical and

fundamental, between those discriminations which are individual in their character, and those which obtain between commodities or between communities. In other words, they fail to appreciate the fundamental distinction between that injustice to an individual which is accomplished by giving another individual in the same community a better rate than his neighbor; that is to say, injustice accomplished by a deviation from the public rate, departure from the public tariff, and that other injustice which is accomplished between communities or between commodities by the strictest observance of the published rate. Therefore, the law which seeks to deal with this complex problem of public transportation, must aim, at least, to reach two classes of grievances, both widespread and both in many cases extremely serious. One class, as I have said, results from the departure by the carrier from his published tariff and the violation of his agreement with the public, because his public tariff is in the nature of a standing proposition to the public to perform this public service for the indicated price. The other class results from the carrier's adherence to his published tariff. We fail, I say, to distinguish between the injustice which is accomplished through the departure from the rate and the injustice which is accomplished by enforcing it. So the law undertakes to deal, and must deal, if it succeeds in this purpose of government regulation, with both classes of offenses, and the legislature must provide the best possible remedies for both classes of evils. It is one thing to determine and prescribe what rate of charge is just and reasonable, and it is quite another thing to compel the carrier to comply with that public engagement.

Now, experience seems to me to demonstrate that under present conditions there is no more effective, practical way of dealing with those many-sided offenses which occur through violations of the public tariff than to remove the inducement to those practices. You must bear in mind that the public conscience is not educated up to a point where it regards the cutting of a rate as involving any moral turpitude. Most business men, I venture to say, upright as they are in their business life, are not impressed with the notion that it is a violation of the law and an offense against good morals to get better rates of transportation than their neighbors. There is no general public sentiment which condemns with the severity of its judgment the methods and inducements by which one shipper in a community gets a better freight rate than his business rival, and yet it is an offense which this law characterizes as a misdemeanor, and it is an offense which, in my judgment, public sentiment will sooner or later

come to regard as a serious moral delinquency. But, with things as they are, the practical question is how to deal with those offenses. How will you bring it about unless the inducement to commit misdemeanors of that description is taken away? If, as the law requires and as we must all concede, the rule of reasonable, just and impartial treatment compels all the rival carriers between two points to charge everybody alike, then it will inevitably happen, it must be, in the nature of the case, that the line having the shortest distance, the easiest grades, the best equipment, the superior terminal facilities, the essential appliances for handling the traffic, is the line to which that traffic will gravitate. It only obeys a natural law when it seeks that particular line of carriage which will accomplish the service with the greatest expedition and the utmost safety. When you have actually prevented any discrimination in rates between persons, and have gotten the law so completely enforced that the same charge is in every instance exacted from every shipper, then the best line is the carrier which commands the traffic. Then what are you going to do with the other lines? If a portion of that competitive business is absolutely essential to their support, as it often is, if they must have it as the alternative of bankruptcy, their managers and agents will resort to every inducement and practice necessary to secure it. The law of self-perpetuation, the law of self-perpetuation, in such instances, will override all the mandates of the law, and I do not believe that, under present conditions, it is any more possible to prevent absolutely these individual discriminations, this secret rate cutting, these private rebates, and to enforce absolutely and everywhere through this country the law of impartial treatment—that it is any more possible to do that than to enforce a law against swearing. When the temptation comes the offense will be committed.

So, without going into any argument, because you are all familiar with the general reasons which are assigned in favor of modifying the existing law, I can only state my own conclusion that it is in the public interest, and will prove for the benefit of the public as well as the railroads, to secure immunity against these demoralizing and vicious discriminations by making it against the interests of the railroads themselves to permit them to occur. It is frequently said to us that discriminations of this sort are just as prevalent now as they were before the act to regulate commerce was enacted. The offenses are not so openly practiced, greater pains are taken to conceal them, but that they exist in numerous instances and at almost every competitive point is a moral certainty. Now, I venture to say

that reflection will convince you that there is a fundamental difference between dealing with discriminations of that character and that other form of injustice which results from observance of the public tariff. The railroads, whether they are permitted to pool or not, if they adhere strictly and in all cases to the published schedule, charge everybody alike, never deviate from the standard rate charged, may, nevertheless, accomplish injustice between different localities or between different commodities of the most serious character—injustice which affects the prosperity of great communities and which lays its hand sometimes with awful severity upon particular industries.

I conceive, therefore, that the real work of regulation lies in the direction of providing laws which shall take away as largely as possible the inducement to make discriminating rates between individuals and by which the Federal Government, through some proper tribunal, shall exercise direct and effectual control over the rate itself. The permanent work of regulation, its proper scope, its enduring character, lies in the direction of determining in particular instances, when particular rates are challenged, what is the standard of compensation. As the case now stands, the rates are fixed in the first instance by the carriers themselves. Those rates express only the carriers' notion of what they ought to get, controlled in many instances by what they can get. The public, directly concerned in this great business which is so vitally connected with every other pursuit, has nothing to say about the rates which the railroads shall charge in the first instance. It is only when they are brought into question by the formal complaint of a community, or when an individual is affected by the published rates, that an opportunity arises for invoking the arbitration or determination of some tribunal having authority to settle controversies of that character between the shipper and the carrier.

Now, while I say all this, I want to qualify it by further saying that this privilege which the railroads are seeking is a very extraordinary one. It naturally excites more or less suspicion in the public mind; it is contrary to our inherited notions; it is contrary to a prevalent sentiment in the community against trusts and monopolies of every description, and it must be conceded that authorization of pooling contracts furnishes to a certain extent the means for easy and practical consolidation of the transportation interests of this country. That is a consequence not lightly to be considered or submitted to. It is a privilege, therefore, which should be surrounded with individual restrictions and conditions to protect the public

against unreasonable charges and against excessive exactions. Bear in mind that something more is asked, although it is not so distinctly stated in the majority report—something more is asked by those who are seeking this privilege from Congress than the mere repeal of the fifth section. This report practically assumes that but for the fifth section, these contracts would be lawful and enforcible, and that railroad pooling could go on without difficulty and in a satisfactory manner if the fifth section were simply repealed.

Mr. DEY: May I interrupt you a moment?

Commissioner KNAPP: Certainly.

Mr. DEY: The majority report intended to carry the idea that it should be separate legislation and not in connection with the interstate commerce law; that there should be separate legislation, if necessary. I suppose it is generally conceded that pooling contracts cannot be enforced.

Commissioner KNAPP: I had reference to the following language in the report:

> It is the natural right of the individual to make such contracts as may suit his interest or his inclination, and while they are in conformity with law no one may restrain him. The same right belongs to the artificial person or the corporation to the full extent of the powers acquired by charter, and, except for the statute, his rights to make these contracts, within such limits, would be undoubted.

The courts have all the while looked with the utmost suspicion upon all contracts which seek to prevent competition and to induce monopoly, and have usually characterized them as void on the ground of public policy. Therefore, if the fifth section were simply repealed, the law would be restored to the condition in which it was before that section was enacted, and in consequence all these contracts would run the risk of being condemned by the courts as against public policy. That is a principle of law which has very frequently been laid down, and which now finds expression in this more or less thoughtless denunciation of all forms of trusts and monopolies. So, it does not follow by any means that if the fifth section were simply repealed, contracts of this description could be readily made which would be enforcible and binding on the parties; and that leads me to an observation which I think of some little consequence as bearing on this general subject.

It will not do to judge the probable effect of pooling contracts authorized by law by the experience of pooling contracts before this law was passed, because, as I said, they had always been looked upon with suspicion by the courts, and I think there is no instance where any party to a pooling contract prior to the passage of this

law brought suit to enforce compliance. They were always more or less ropes of sand. They rested very largely upon the honor and good faith of the parties who entered into them, and when the interest of either of those parties was opposed to their continuance that party pretty generally found some way of evading the obligation, and the want of a common law obligation or validity in such engagements prevented any action in either party to enforce those agreements. So you can not tell exactly what will be the effect. We do not know how great will be the power and authority of the railroads when they are permitted—if they are permitted—to make contracts in respect of competition, contracts which are recognized by the courts as lawful, and which will be enforced by the courts, either by mandamus, injunction, or action in damages, as the case may require.

I concede, therefore, and it is a phase of the question which makes it unusually serious, that under authorized pooling—legalized pooling, under a system of contract relations between competitive carriers which are recognized in the law and which will be enforced by the courts—there is opportunity for very powerful combination. There is the opportunity for practical consolidation by an easy and convenient process; and yet, notwithstanding that extreme power would thus be conferred upon the railroads, notwithstanding the possibility of its misuse, I believe on the whole it will prove a better solution of the existing difficulties than any other legislative measure, provided it is surrounded with restrictions and safeguards which will protect the public against extortion and unreasonable treatment. The thing the public is interested in after all, is how much they have got to pay. It is a service which they must have. It does not depend on the desire or volition of any individual whether he will patronize the carrier or not. He has got to do it. It is the foundation of our whole social and commercial fabric. It is the lifeblood of the nation. These railroads and water lines constitute the channel through which the life of the nation pours. No man can get along without them. They are indispensable to everybody. They must use them whether they want to or not, and the public are interested, not in what the railroads do with the money, but whether they pay to the railroad more than they ought to. Say a passenger who goes from Washington to New York pays $6.50 for his fare. If he goes by the Pennsylvania road he does not care whether they keep it all or give half of it to the Baltimore and Ohio, the rival line. He does care if it is too much. If it is, he is defrauded. He is deprived of a public right. His enjoyment of life, liberty, and the pursuit of happiness is diminished to the extent that he is made to pay for that

service more than he ought. Therefore, it seems to me, we come to the practical question. Under what restrictions, surrounded by what safeguards, hedged in with what conditions, shall this unusual yet necessary privilege be granted to the common carriers of the country? That seems to me to be the practical question. That is the one receiving careful consideration at the hands of those interested in the subject and by the present members of Congress.

It would naturally seem that the most effective and powerful control which could be had over contracts of that description would be to give to some official or some tribunal the authority to terminate them; that is, the authority to pronounce them no longer valid or enforcible; to regard them in the nature of a license revokable at the will of the sovereign. So that, if unjust rates were exacted or unreasonable charges enforced at any point, under a pooling contract, some officer or some tribunal should have authority to say that this license is revoked; this privilege no longer exists, and therefore visit with legal condemnation the contract in existence; in other words, terminate its enforcible character. Undoubtedly that would be a very powerful control over the contract, and congress can devise a system of laws under which a privilege of that kind can be revoked so that, by order of any designated officer or the decree of the proper tribunal, the legal sanction would be terminated and the contract rendered incapable of enforcement between the parties to it, and those parties remitted to the competitive conditions which existed before the contract was made with the expectation that those competitive forces would operate to bring down rates as they do now. But that is a theory of doubtful value, for some reasons at least.

As I said before, the public do not care what becomes of the money so long as they do not pay more than they ought. I suppose, if pooling contracts are made lawful, and are generally entered into by competing carriers, that it will certainly happen that the operation of those contracts will result in such a state of things that one or more of the parties will be very glad to get rid of them. If, for instance, all the trunk lines between the Atlantic seaboard and Chicago could make a pool on traffic between those points for five years, agreeing on the percentage of traffic and division of earnings each should take, and then, as they would of course stop rate-cutting and discontinue all those devices by which individuals get less than the published rate, and the revenues of the carriers are to the same extent depleted—if all that should happen—the gravity of the business, the tendency of trade, would probably be such that one or

other of those parties would be glad to get rid of the contract, and if the only power the State possessed through its representatives or tribunals to deal with an unjust or discriminating rate was to withdraw this sanction of the contract, declare it to be invalid and not enforcible, then the one party to that contract who wanted to get rid of it would be likely to afford the inducement which would provoke this commission, or such officer as might be designated, to withdraw it; and so you might have a great section of country with enormous traffic and endless dependent interests affected by a combination of rival carriers which was working well in the main, and yet the dissatisfaction of one party and its desire to get rid of that contract might lead to the committing of the very practices and the very injustices which would be relied on to cause the withdrawal of that sanction. So that, in order to reach an existing abuse, or bring about the reduction of an excessive charge or a discriminating rate between localities or commodities, you could say this pooling contract is no longer enforcible and leave the railroads to work it out by competition. But you might disturb the commerce of a large section and inflict serious injury upon financial and commercial interests if you had no other remedy than to withdraw this legal sanction from pooling contracts. What we want, therefore, what the public wants, what all thoughtful people want, is not so much the power to say these contracts can be abrogated, not the power to declare them no longer valid and enforcible, but the power to reach and correct the unlawful practices which exist under it:

If $6.50 is more than a passenger ought to pay for riding in the cars from here to New York, or if, after a pooling contract which covers that rate is made, the rate should be advanced to $7, what the public is interested in having is not simply the abrogation of that contract, but some way of reaching that rate and requiring its reduction. What every community wants, what every community discriminated against by existing rates wants—and there are a great many of such communities—what every commodity wants which is discriminated against by reason of relative charges on similar products—and there are a great many of such commodities—is not an abrogation of the pooling contract under which they may be maintained, but some way of correcting the rate which occasions injustice. So, while it is a drastic remedy to withdraw the sanction of the law and render those contracts no longer enforcible, it is also an indirect, and it oftentimes would prove a disproportionate method of reaching the desired result; and while it is conceivable that different practices might be adopted under a system of pools which no other remedy could reach and correct, yet in the main I apprehend, in respect of the ordinary injustice which is now occasioned, if you please, by existing rates, that a better remedy would be found in other methods of reaching these rates.

Therefore, it is my personal judgment that, while legalized pooling is on the whole the best remedy for those discriminations, those offenses which are made misdemeanors by the law, while I am inclined to regard that as the only practical method of dealing with such offenses, at the same time it is of equal importance that protection be secured against the injustice which is or may be occasioned between communities or commodities by the application of unjust rates and the adherence to them. So I am disposed to say, for myself, not speaking for my associates, and not wishing to be understood as speaking in any official capacity, that it is desirable to have such additional legislation with relation to the powers and duties of this commission and the methods of procedure, as will provide for the enforcement of its orders, as will enable it or some similar tribunal to right a challenged rate and correct injustice between localities or different articles of traffic, and, by a convenient and expeditious process, require a new standard of compensation to be promulgated by the carriers, and that standard adhered to.

Now, in this general connection there is another observation in this report which leads to misconception, where, on the fifth page, it is stated that "the commission feels that it is powerless to enforce the law, and has lost much of its prestige in consequence."

I desire to take occasion in this connection, although it does not bear so very directly upon the general subject of pooling—I desire to call attention to the misapprehensions which so widely exist respecting the effect of legal decisions upon this law, and what is called the failure of the commission to realize the expectation of the public when this law was passed. It brings me back to what I called your attention almost at the outset—those practices which are pronounced misdemeanors by this law, which result from a departure from the standard rate by rate cutting, and rebates, and private concessions and commissions—all those practices by which one man gets a better rate than his neighbor. Now, the only way in which the law can deal with these questions involving discrimination is to call for testimony. This commission could be given no authority or power or capacity to deal with that class of discriminations, and, what is more, congress could not confer upon this commission any authority whatever to deal with questions of this description. Congress could give this commission no criminal power. A man must

be indicted by grand jury, must have an information filed against him, and he must be tried by the criminal law. Surely, this commission is not clothed with any criminal authority. It has not the investigating power which a grand jury has. It has never had the right to compel persons to appear and give their testimony. Congress has no power to confer any such authority upon this body. The commission has no authority to deal with individual delinquency which results from a departure from the published tariff.

Now, it so happens—and I use the illustration to impress it upon your minds—that the case which has attracted the widest public attention did not come under this act to regulate commerce at all. The decisions which have been heralded through the land as attacks upon the interstate commerce commission, as seriously damaging the powers of the commission, and as rendering its work practically useless, have had their origin in cases which were not connected with this law at all. What I regard as a misconception is that there is a provision in the constitution of the United States that no man shall be required to testify against himself. There has also been a statute of the United States since about 1865, more than twenty years before the act to regulate commerce was passed, which in substance made it the duty of a person to give his evidence when summoned before a grand jury or a court, provided, however, that his evidence should not be used against himself. That had nothing to do with the act to regulate commerce. It applied to the administration of the criminal laws of the United States, and that law in that form has been regarded as constitutional for over a quarter of a century. It has been repeatedly enforced in the district courts in numerous criminal proceedings. It was never before the supreme court of the United States until the Counselman case was carried there last year. Mr. Counselman was brought before the grand jury at Chicago and required to testify. He refused, claiming his privilege under the constitution. He was committed for contempt, and the district judge held that this law was valid. He appealed from that decision on a writ of habeas corpus, and the decision of the district court was sustained by Judge Gresham, now secretary of state. He also held that Mr. Counselman must testify, and from there an appeal was taken to the supreme court of the United States. There the decision was reversed, and that court held, Mr. Justice Blatchford writing the opinion, that this statute that had existed since 1865 was not a constitutional statute, that it was not as broad as the constitutional protection which surrounded the individual, and for that reasen Mr. Counselmen was improperly

committed. The court intimated in their opinion that congress might enact a law going a little further and saying, not only that his testimony should not be used against him, but that he should not be prosecuted himself conerning matters which he was required to testify, and that it would be constitutional.

Mr. Counselman said: "It is true that the testimony I may be required to give cannot be used against me, but from my testimony other clues can be obtained, sources of other information secured, so that, based upon my disclosures, but without using them, you may get evidence which will convict me of this very offense, without the use of my testimony, therefore I will not be enjoying the protection that the constitution guarantees;" and that was the view which was taken by the United States supreme court. Then congress amended that law by providing not only that his testimony should not be used against him, but that he should not be prosecuted on account of an offense concerning which he was required to give his evidence, and Judge Grosscup in Chicago has held recently that the amended statute is also unconstitutional, as not securing all the safeguards which the constitution requires, and so refused to require a person to testify.

Now, those two decisions simply show the weakness of the criminal laws of this country. Those two decisions, which simply exhibit the imperfection of our general criminal law, have been heralded throughout the United States, and by almost every newspaper, as vital blows at the inter-state commerce law. They have too largely been regarded as having seriously crippled the efficiency and interfered with the administration of that law.

Now, I only cite these by way of illustration and to force upon you the reflection that neither this commission nor any other tribunal short of an ordinary criminal court can have any power or authority to deal with an offense of rate-cutting or rebates or any manner of deviation from the published rate which the statute calls misdemeanor. No decision of any court has ever questioned for one moment the constitutionality or propriety of the general practice involved in the act to regulate commerce.

The difficulties under which the commission has labored in endeavoring to secure more just rates in particular cases, that is, in correcting the existing standard of compensation created by the carriers themselves, have not been in the fundamental principles of the statute, but in some of the machinery provided for carrying it into effect.

Briefly, that defect is this: As the law stands, if any community believes that the general rates are unjustly discriminating as compared with more favorable rates to some competing locality, they make complaint. Notice of that complaint is served upon the carrier, and an opportunity given for hearing both parties upon the matters in controversy. If the commission should order a reduction of that rate or a readjustment as to those localities, the commission, of course, has no power to enforce its own orders. It is not a court of record in any sense, it cannot pronounce a judgment and then issue process to some official and have that order enforced. The order does not enforce itself, and, therefore, there must be an application made to the courts to enforce the order if the railroads do not voluntarily submit to it.

Now, as the law exists, when application is made to the courts to enforce the order, the findings or decisions of the commission are only *prima facie* evidence of their correctness and the court to which the application is made practically retries the case. Therefore, when a challenged rate is considered by this commission and is passed upon, if the order is seriously resisted, if the railroads are not willing to comply with it except upon compulsion, they get practically the right to try the case over again in the circuit court of the United States, and the discontented locality, or the dissatisfied shipper who brought the complaint, has profited nothing except to bring the matters into the United States court, where he has got to try the case over again; so the commission has only given a decision or order which, if not obeyed, must be indorsed and enforced by the courts before the rate can be reduced or readjusted. I think that is the serious defect in the present methods of procedure. But what the commission has recommended in its various reports to congress is that the law should be so amended that the carrier, when a complaint is made that a given rate is unjust or unreasonable, should be required to expose his entire case here, and that the court should consider that case on the record made before the commission, and that the carrier should not have an opportunity to retry the case in the circuit court. That is the end to which our recommendations have been directed and that is the end of certain legislation now pending.

I might say, as interesting some of you gentlemen, there are a large number of bills introduced in the present congress, some of which propose to grant pooling absolutely and without conditions, others which propose to grant it upon condition that this commission can arbitrarily declare it no longer enforcible, and others midway between those two propositions. There are also bills introduced to amend other sections of the law, and among them the procedure to which I have referred. It may be mentioned, also, that within the last few weeks, and particularly during the last week, there have been repeated conferences between congressional committees and the commissioners, with reference to preparing an omnibus bill amending a number of sections of the present law in respect to various matters beside the present prohibition of pooling. Great attention has been given to the language and phraseology of that measure, and it is believed to be quite satisfactory, so far as it relates to the different questions, except this one of pooling. Such is the present state of the law, and these, briefly and crudely stated, are the matters, it seems to me, suitable to be considered by this convention. I am very much obliged for your attention.

Mr. Fort: Mr. Chairman, I regret very much to disagree with the views of the distinguished gentleman who preceded me, but it seems to me that it will be a very long step backward for this body to advocate that in the regulation of railways in the several states we should undertake to legalize pooling—or rather, I should say, to recommend that course to congress. Why, that was one of the great causes which prompted legislation in the several states on the subject of railway regulation. The idea has been crystalized in the constitutions of various states, and it has been enacted into law by several states and by this act of congress. Can it be that the people made such a mistake on this question of pooling, that instead of being illegal it should be legalized? Can it be that the public was so far wrong in its estimate of the evils of this practice that it should now, by one single act, reverse the collective judgment of almost all states?

The question of regulation is a very complex one; it is difficult to understand and more difficult to enforce. I know that we have had to abandon some ideas, notably the doctrine of competition, because it will not be insisted that competition in rates as with competition as applied to other business is practicable without violating the law, and disastrous consequences as extortion. The two great evils, extortion on the one hand and discrimination on the other, were those which all railway regulations sought primarily to prevent. Unbridled competition produces discrimination. Unrestricted power oppressively exercised produces extortion. It was, therefore, necessary to curb the one and restrict the other. When it was supposed that competition would effect the desired results, many railroads were constructed. They were built from what is known as

trade centers all over the land, and on the same principle the construction of a road was often promoted. But it was found that competition, unbridled, causes the discrimination which the gentleman preceding me referred to, and the working of rebates, drawbacks, and all the deviations whereby advantage was given to one shipper over another. The railroads themselves inaugurated pooling. They inaugurated it for their own protection, and in many places, no doubt, to this day they carry it out in a way, but I hear many complaints among railroad people of bad faith among each other. I understand, however, that in some places the railroads are held to the contract with each other.

I think the point we want to find in this question of pooling is in the arguments with which the roads would induce us to approve of it. It means the practical abolition of competition in all branches of transportation at the points of competition. I wish it understood that in discussing trusts and monopolies, I am not speaking of them in the sense in which the terms are often used, to deprive capital of its just rights, for corporate capital should be considered as sacred as that of the individual. But we do know that in this age, in this day, at this hour, if there is one particular thing above another from which this country is suffering, it is monopoly, it is trusts. It is a day of trusts, consequently we find it a day of distrusts. And yet shall we legalize one of the most pernicious forms in which the trust can be made, by recommending legalized pooling at points of competition? It seems to me that we will abandon one of the greatest principles that we hold on this subject of regulation. In my state it would be impossible to permit pooling, because our constitution prohibits it in expressed terms, in terms even stronger than the act of congress. I could not, with my convictions upon the subject, be willing to recommend to this convention a departure from what I believe to be a sound principle, founded not only upon the constitution of the state of Georgia, but those of other states. I have read with interest the very able report submitted upon this question, and I fail to agree with my learned friend who thinks this clause in the act has no place there, that it is incongruous with it. To my mind it seems to be there logically, to be necessary to the very spirit of the law. The legalizing of pooling would tend to destroy the very competition which now exists among the railroads and which has been of so much advantage.

The inter-state commerce commission should be invested with the rate-making power—the power to make a maximum and minimum rate. If it has not that power, congress should confer it. Whatever is beyond the maximum or below the minimum would then be illegal.

They would not at the points of competition fix the rate. They would not have time, with all their indefatigable industry, to determine whether or not the rates upon the thousands of articles upon which rates are fixed are just, or to fix the rates at the thousands of places in this great country; but if they had the rate-making power the law would be almost self-executory. You could go to the courts, they could complain to the commission of the violation of rates that had already been established as just and reasonable, whereas they only determine now upon the rate fixed by the railroad companies themselves. That would remove the difficulty in regard to pooling; but if we legalize it, if we take this step to give the sanction and approval of law to so convenient and common a means of combination, of promoting monopoly, we will strike down, to my mind, one of the greatest securities that the people have under railway regulation.

It is vain to talk of the facility with which they can practice a fraud upon the public by giving an advantage to this one, or an advantage to this commodity or that locality, secretely or illegally. The opportunity would be equally as great if pooling was legalized. The very men who are regardless of the law and of the rights of their competitors would be equally regardless of their duty to other railroads and to the public, and still continue, to the same extent, to deceive and impose upon each other. Why, it is a common thing to hear of these railroads complaining against each other. Take the Southern Railway and Steamship Association, and I doubt not the Western Traffic Association, and others throughout the land. They are great pooling combinations, in my opinion illegal (but that is not here for discussion now), but reduced to the last analysis that is what they are—and yet we find them constantly complaining of violations of these among themselves.

So I say, if their experience in this respect goes for anything, we cannot evade the troubles that it is supposed will be gotten rid of by the legalizing of pooling.

I think, therefore, that the report of the minority should be adopted. Certainly we cannot go so far as to absolutely and unconditionally recommend the repeal of this section without any substitute legislation outlined or provided for. To leave the railroads, in other words, Mr. Chairman, exactly where they were at the time of the adoption of this act, to leave one of the crying evils which produced its adoption, at least not prohibited by law and impliedly

sanctioned by it, I think would be abandoning the great principles upon which these statutes were founded.

There are other and better arguments that might be made, but I do not know that it is necessary to discuss the details of this matter further. I regret that I have not been able to state in more satisfactory form the views I have on this subject. My convictions are strong, but I realize that I have not been sufficiently prepared to present them as they deserve to be.

The CHAIRMAN: Any further remarks, gentlemen? If not, the question is upon the adoption of the resolution.

Mr. DEY: I was very much struck with one section in the report of Mr. Becker on the subject of pooling. He says if any legislation is to be provided on this subject it should be in an act entirely separate from the inter-state commerce law—in a special law provided for the specific purpose without mixing or meddling with the inter-state commerce law. That idea in what I say in my report I desire to particularly follow—the suggestion of a separate law. If you make any legislation with regard to pooling, do not make it an amendment to the inter-state commerce law; leave the inter-state commerce law, with the exception of section 5, just as it is. Bring nothing in to mar or to conflict with the provisions of that law, and make whatever legislation is necessary. I am free to admit that this pooling cannot be carried out without some sanction of law, but give it in a separate act. His language is as follows:

> If the railway corporations in their management of their own affairs, subject to the laws, or in their relations with each other, need legislation to protect their own interests or the interests of their stock and bond holders, we think it should be provided for in a separate and distinct act distinctly declaring its purpose and having these objects in view.

That idea is one that struck me very forcibly, and in my report I have endeavored to be governed very largely by it. In the observations that I have made with regard to the subject of pooling, I find almost universally that the public and the parties interested are arrayed on two sides: one, the side of large competing points, and the other, the side of the points noncompetitive. Those interests seem to me to be almost entirely in conflict. Take the great cities; they are almost universally opposed to pooling. The city of New York was built up naturally as a port of entry. The Erie Canal centralized traffic there and made it a great city. The railways converge there. The lakes, as a supply of the Erie Canal, in the development of the country, made Buffalo the gateway. You will find Buffalo opposed to pooling. You take the city of Chicago; it is at

the head of navigation of the lakes. Naturally it brought to itself all the interior lines and became an important point. Peoria, without the natural advantages, became a great center.

Well, those cities for years and years, all those central points for years and years, had an advantage and a marked and specific advantage over the interior points of the state. Everything went as these cities dictated. Rates were controlled there. You will find that as you go further west, in St. Louis, Kansas City, in Omaha, and in Sioux City, you find everywhere that the sentiment against pooling belongs to those large points. And why? Because they understand and know that without pooling they can force rates that they can not get with pooling.

I can, perhaps, bring one or two specific instances to your notice. I was in Kansas City at one time—within two or three years, since this law has been in operation—and I ascertained that a large grain firm was there seeking rates. There are five or six railroads running east from that city. This firm was seeking rates. While nominally the rates were all the same, yet there was a great deal of competition, and I was told that they had offered one railroad company 2,000 cars of grain to be delivered at Toledo in case they would carry it at a reduction of about three cents per hundred.

There are other cases which I can mention. Messrs. Armour and Swift, and perhaps one other firm, control to a very great extent the packing interests of the extreme west. Cudahy is the other packer in the west. I find that invariably the products of the packing houses go sometimes by one line and sometimes by another, but those packing houses always send their shipments by one particular line of road. These packing houses—I have no authority for saying that they get a rate, but I do know that it is very remarkable that each packing house ships by a particular line, and not always the same line. It is evident to me that it is the line that gives the advantage. Now, there is no reason why Swift, Armour, or Cudahy should have any better rates from Missouri River points than anybody else who wants to ship in carloads, but I do not see how it can be prevented so long as the principles that govern testimony and the present conditions exist. I do not see how it is possible to prevent those immense corporations from consolidating their business on some one line, nor how they can be prevented from sending their freights at a lower rate than can be obtained by the smaller shipper.

It seems to me that the practical result of this is the allowing of pools to be made. I do not mean to say that pools will always take away this temptation, but they will to a very great extent,

if the party that carries for a less rate is obliged to contribute some portion of his business to the competitive lines.

Mr. SEYMOUR: The secretary informs me that in order to have the proceedings of today in the hands of the printer so that they may be before us tomorrow morning at the opening of the session, it is necessary for us to adjourn at this time, 4 o'clock, and at his request I move that we do now adjourn.

The convention thereupon, at 4 o'clock p. m., adjourned until Wednesday, May 9, at 10 a. m.

MAY 9, 1894.

The convention met at 10 o'clock A. M. pursuant to adjournment.

The CHAIRMAN: Gentlemen, it is time for the convention to come to order. If the chair may be pardoned a suggestion, we have got to bring ourselves right down to business to-day. You will recollect that of the seven matters submitted by the committee on order of business yesterday, not one was finally disposed of. I do not know how much time the gentlemen feel that they can give to this matter, but at the present rate of proceeding, all summer is before us. The report of the committee on pooling of freights and division of earnings comes up as unfinished business this morning.

Mr. SEYMOUR: This subject has been very ably and fully discussed. It was presented with ability, and it seems to me that it is evident there is quite a diversity of opinion upon the subject, and I beg leave to offer the following resolution as a substitute for the one now before this body as representing perhaps a different phase of the subject:

Resolved, That it is the sense of this convention that competing carriers may safely be permitted to make lawful contracts with each other for the apportionment of competitive traffic or the earnings therefrom; provided, that conditions and restrictions be imposed which protect the public from excessive and unreasonable charges.

I move the adoption of this resolution as a substitute for the resolution before the convention.

Mr. WILSON: Mr. Chairman, I desire to second the adoption of the resolution. I was rather in favor of the report presented by Mr. Dey. The public are more interested in having a fixed rate than in having a low rate. Our merchants, when they are liable to have rates cut all the time, never know where they stand, and for that reason I was in favor of the report of Mr. Dey, but at the same time I was anxious that the public should be protected, and as the resolution of Mr. Seymour seems to meet the case I am in favor of its adoption.

The CHAIRMAN: If there are any commissioners who have come in since yesterday they will please give their names to the secretary so that they may be added to the roll call.

Mr. FORT: I ask that the secretary read the resolution which has been offered as a substitute.

The CHAIRMAN: The resolution of Mr. Seymour is offered as a substitute for the resolution submitted by Mr. Becker, and reads as follows:

Resolved, That it is the sense of this convention that competing carriers may safely be permitted to make lawful contracts with each other for the apportionment of competitive traffic or the earnings therefrom; provided, that conditions and restrictions be imposed which protect the public from excessive and unreasonable charges.

Mr. LAPE: Mr. Chairman, I would like the mover of that resolution to state for the benefit of the convention what difference there is between the substitute and the majority report offered by Mr. Dey.

The CHAIRMAN: I might answer in behalf of the convention that the report of Mr. Dey submits no resolution whatever.

Mr. FORT: As I understand it, Mr. Chairman, one is unconditional repeal and the other is conditional repeal. One is legalized pooling and the other is submitting it to regulation. There is no difference in principle, as I understand the question.

The CHAIRMAN: If there are no more remarks, gentlemen, the adoption of the resolution offered by Mr. Seymour as a substitute for the one submitted by Mr. Becker is in order.

The secretary was directed to call the roll. The result was announced—yeas 19, nays 8—as follows:

Those who voted in the affirmative are—			
Clark,	Robertson,	Thayer,	Cogswell,
Beddingfield,	Stewart,	Knapp,	Woodruff.
Dey.	Billings,	Kirkby,	Brown,
Yeomans,	Seymour,	Bulkley,	Bellows.
Wilson,	Archer,	Duncan,	
Those who voted in the negative are—			
Fort,	Tiesburg,	Cook,	Lape,
McLaurin, W.,	Akers,	Yantis,	Askew.

So the substitute was adopted.

STOCK AND DEBT WATERING.

By Hon. GEORGE G. CROCKER, formerly of the Massachusetts Board of Railroad Commissioners.

"Stock watering," the term ordinarily used, is not sufficiently comprehensive. If the actual cost of building and equipping a railroad is $500,000, and the company issues stock to the amount of $500,000, and bonds to the amount of $500,000, it makes no difference to the public whether the needed $500,000 in cash was paid for the stock or for the bonds, or partly for the stock and partly for the bonds. If the road could have been built and equipped for $500,000 in cash, it matters not, so far as the public is concerned, whether the stock was nominally issued as a bonus to the bonds, or the bonds were nominally issued as a bonus to the stock, or whether they were each issued to the corporators or the contractors or construction company at less than par—for instance, the bonds at 70 per cent of their face value and the stock at 30 per cent of its face value.

It is evident that when a corporation issues bonds or incurs any form of indebtedness whatever, for which it has not received full equivalent, the public suffers in the same manner in which it suffers when a corporation issues stock for less than its par value. More than this, the issue of bonds, or the assumption of any form of indebtedness without full value received, is actually worse than the issue of stock for less than its par value, because upon debts interest must be paid; while upon stock dividends need not be paid unless they are earned. The subject of this paper is not, therefore, simply "stock watering," but "stock and debt watering;" and under the term debt is included all forms of indebtednes, whether funded or unfunded.

No matter what the business of the corporation may be, the watering of its stock or debt is calculated to mislead the investing public by an appearance, or pretense, of value greater than that which actually exists. It is a hole in that which purports to be solid. When watering is permitted by law, its extent is limited only by the credulity of the public and the unscrupulousness of the manipulators. The greed of the ignorant and the innocent is stimulated by brazen predictions of abnormal profits. The endowment order business was devised for the purpose of facilitating the transfer of the hard earnings of the common people into the pockets of sharpers. Corporations with watered stock, or debt, accomplish the same iniquitous purpose. The craze runs its course, the public swallows the bait, the bubble is inflated until it bursts. Nor do those only suffer who have been the immediate victims of the game. All corporate investments become the subject of suspicion, and losses are suffered by investors in sound as well as in unsound securities.

With reference to corporations having public duties to perform, such as steam railroads, street railways, water and gas companies, there are special reasons why stock and debt watering is objectionable. Chief among these is the fact that the amount of stock and debt outstanding should be a basis for estimating what charges such corporations should fairly be allowed to make for services rendered. If the securities have been watered, this basis becomes misleading; and in such cases it is, furthermore, almost impossible to arrive at the correct basis.

Nobody knows the actual cash cost of the steam railroads in operation in this country. No expert would presume to give exact figures. In Poor's Manual for 1884, the general statement is made that the actual cost of all the roads in the country certainly did not exceed the amount of their funded and floating debts. Inasmuch as the amount of stock outstanding at that time was about equal to the total funded and floating debt, this estimate means that one-half of all the securities then representing the railroad property of the United States was water; or, in other words, that the amount of such water was, in round numbers, $3,750,000,000. In that year (1884) a great construction period had just closed. In three and one-half years from the beninning of 1880, 34,500 miles of railroad, or more than one-fifth of the present total mileage of the country had been opened. The climax was reached and then came the reaction. Conservative and wildcat securities alike suffered. The honestly managed roads were ruined by competition with roads which would never have been built had it not been for the exhorbitant profits which the promoters realized through construction companies and watered issues.

It is creditable to Massachusetts that, so far as our railroads and railways are concerned, stock-watering methods have not been carried to the extent to which they have been carried in other parts of the country. This is due partly to restrictive legislation and partly to the conservative character and general business honesty of our people.

Open and avowed watering of stock or debt seldom takes place in Massachusetts. It is accomplished here under cover. There are two methods of watering in disguise, to which there is good reason for calling your attention at the present time.

The first is watering under cover of purchase and sale or consolidation. Frequently the first step toward the consolidation of two railroads or railways is a lease. The authority to make such lease is readily obtained from the legislature, and the matter attracts but little attention. Such lease, however, when made, determines the relation of the corporation to the public, it may be, for a century. It is truly the first step which costs. Under special legislative authority granted in general terms, corporation "A" leases the franchises and property of corporation "B" for a period of ninety-nine years, agreeing to assume all the debts of corporation "B," and pay a fixed dividend on its stock, which dividend is generally considerably in excess of that previously earned. Such excess is the greater the more deeply those who control corporation "A" are interested, directly or indirectly, in the stock of corporation "B." In such case there is no actual watering of securities, and yet the payment of the dividend on the stock of corporation "B," which was previously optional, has now become an obligation or debt upon corporation "A," in the same way that the payment of interest on its bonds and on the bonds of corporation "B" is a debt. The fixed charges of the two corporations have, therefore, been increased by the amount of rental or dividend agreed to be paid on the stock of corporation "B."

As a rule, the legislature in granting authority to one corporation to lease the franchises of another imposes no restrictions as to the terms of the lease, has no knowledge as to whether they are to be reasonable or unreasonable, and reserves no supervision or control of them. A few years after the lease has been executed, consolidation is proposed. It is urged with good reason that, inasmuch as the relations of the two corporations have been determined by the terms of the lease, it is unwise to continue the expense of keeping alive for a century two separate organizations, and that no additional harm will be done to the public, even though it may prove necessary to water somewhat the stock or bonds, in order to carry out the basis fixed by the terms of the lease.

If, now, examination is made of the special acts by which the legislature from time to time authorizes one corporation to purchase the property and franchise of

another, and to issue stock and bonds in payment therefor, it will be found that stock-watering is guarded against by the provision that the capital stock of the purchasing company shall not exceed the total capital stock of the two companies before consolidation. On the other hand, these acts will generally be found to contain a provision authorizing the purchasing company to issue bonds to such amount as may be requisite to carry out the terms of the purchase. This provision gives an opportunity for watering securities to such extent as the stockholders or directors of the respective roads may agree upon. When, under such special acts, watering does not take place, it is only because the managers do not see fit to avail themselves of their opportunity.

Such acts, by limiting the amount of stock to be issued, hold out the pretense that the watering of securities is guarded against, when, in reality another equally covenient gate is left wide open. It must not be overlooked that, when a corporation is authorized to purchase the property and franchises of another corporation and to issue its stocks and bonds in exchange therefor, it is authorized to capitalize the value of the franchises purchased.

No legislature would for a moment entertain the direct proposition to allow a corporation to capitalize the value of its franchise given to it, as they are, without cost, and yet the capitalization of such value is always indirectly involved when the legislature authorizes one corporation to sell or lease the property and franchise of another.

It by no means follows that purchase and sale or lease should never be permitted, but it does follow that all acts relating thereto should before passage be rigorously examined by competent authority, and that no lease or sale should become valid and binding until its terms are approved by the railroad commissioners, a board specially qualified to intelligently protect the interests of the public.

The second form of watering, to which it is fitting to call attention at the present time, is that which occurs under cover of construction companies. If the charter authorizes the issue of capital stock and bonds to an amount which is in excess of the actual cost of construction and equipment, and the organizers of the corporation are unscrupulous, they are apt to seek for some way in which they can appropriate to themselves such excess of bonds or stock as may not be needed to raise the amount necessary to pay construction and equipment expenses. A simple way to accomplish this end is to organize a construction company, and then "A," "B," and "C," under the name of the railroad, street railway, water or gas company, make a contract with themselves under the name of the construction company, by which the construction company agrees to do the work and the railroad or other company agrees to pay therefor in stock and bonds, the par value of such stock and bonds being perhaps double the actual reasonable cash cost of the work. "A," "B" and "C," under the cover of the construction company, negotiate as much of the securities as may be necessary to pay the expense of doing the work, and divide the balance of the securities among themselves. This indirect method of misappropriating the securities is regarded as much more safe than more direct methods which would accomplish the same ends. This scheme can not be carried out unless the railroad or other company has authority to issue an amount of stock and bonds which is greater than the actual cash cost of the work.

Turning now our attention to the general laws of Massachusetts relating to street railways, it will be found that such companies can not issue stock except upon the payment into the treasury of the company of its par value in cash. It will also be found that they can not issue bonds secured by mortgage except to pay for real estate and for construction and equipment, and only to such amount as the railroad commissioners after investigation may deem necessary therefor, and the application of the proceeds of such bonds to purposes other than those specified is expressly prohibited. Therefore, a

street railway company organized under general laws, and issuing stock and bonds in accordance therewith, is limited in its issues to the amounts actually needed, and there is no field of usefulness for a construction company. If this agency is to be availed of, some means must be discovered of securing authority to issue more stock and more bonds than are actually needed for legitimate purposes. The obvious way to accomplish this end is to go to the legislature and, under some pretext or other, get special permission to issue a specified amount of stock and bonds. That amount need not be in excess of the amount reasonably necessary to build the railway described in the act. If it were, suspicion would be aroused. After the charter is obtained, however, it is not necessary to build the whole of the proposed railway. It is only necessary to build enough to enable the operators to negotiate their securities to advantage.

Now it will be found that there has been a perfect rush by street railway companies to secure from the legislature special authority to issue capital stock and bonds. Seven such bills have already passed both branches of the legislature; three more are now pending in one branch or the other; eight more have been petitioned for, but have not yet been reported on.

The use of electricity as a motive power has given a great impetus to street railway construction, and we are, without doubt, upon the threshold of a great construction period. In the state of Massachusetts the track mileage of street railways for the year ending September 30, 1893, increased over 20 per cent, and each mile of track, including accompanying equipments, etc., was represented on the average by securities to the amount of $47,000.

Construction periods in railroad building are the most dangerous, because they furnish the best and largest opportunities for stock watering and whet the appetite of those who are willing to grow rich through fleecing the public. The times, therefore, are such that all special legislation should be carefully watched. There are other suspicious circumstances—as ten years ago, in 1883, the North River Construction Company in its prospectus stated it had among its assets securities of the par value of $75,000,000, received for work costing in reality only $34,000,000. So to-day, in 1893, we find that, in the annual report of one of the great electric construction companies, that portion of its assets which consists of stocks and bonds in local lighting and railway companies is taken at about $6,000,000, while the par value of such stocks and bonds is more than twice that amount. It is not stated that $6,000,000 was the total cost of the work done, but the profits of the construction company have been exceedingly satisfactory, even though figured on that basis.

I am also informed that there is on file at the state house in Massachusetts the returns of at least one corporation, organized a year or two ago under special act, similar to those now pending, in which the stock is returned as of no value. Inasmuch as the company claims to have operated at a profit the natural inference is that the actual cost of the road was not the sum total of the par value of the stock and bonds issued, but only equaled the face value of the bonds. Furthermore, hints are heard from time to time that the provisions of such bills as those now pending, in some way or other, directly or indirectly, enable the promoters of street railway companies to make themselves rich by issuing larger amounts of stock and bonds than are necessary to provide the means for the actual cost of construction.

If there is anything wrong it is a great deal better to find it out now than to wait until the securities are issued. It is a great deal better to prevent the organization of endowment orders than to expose their iniquities after the public has been victimized. Now is the time to determine whether our street railway securities shall be first-class investments or gambling investments. The people need safe and sure investments in

home securities. If measures are taken to prevent the watering of these securities—if only such amount of stock and bonds is allowed to be issued as will represent at par value the reasonable and fair cost of construction and equipment, then one advantage which will accrue to the public will be that the bonds can be negotiated at lower rates of interest, and low rates of interest on debt mean the possibility of low rates for service rendered.

The conclusions reached, then, are that electric street railway construction should not be conducted under special acts, but should be conducted under general laws, adapted to the actual needs of sound business management; that issues of stock and bonds should be carefully limited by official supervision in such amounts as may be necessary to meet the reasonable cash cost of construction and equipment, and that stringent provisions should be made prohibiting the application of the proceeds of stock or bonds to other than legitimate purposes. The board of railroad commissioners, and not the legislature, is the proper authority to determine what amount of securities shall be authorized.

It may be asked, what is the advantage of this conservative action on the part of any one state if neighboring states grant charters under which the companies can purchase bona fide stock issued under proper restrictions and issue against it just as much of their own inflated stock and bonds as they can succeed in marketing? Such companies are operating in street railway securities, and it is true that only the states under whose authority they are incorporated can control them. The states which permit the mischief to be done must bear the responsibility and disgrace.

SYLLABI OF CASES DECIDED.

SYLLABI OF CASES DECIDED BY THE INTERSTATE COMMERCE COMMISSION.

From August 15, 1893, to January 1, 1895.

The Board of Trade of Troy, Alabama, vs. the Alabama Midland Railway Company et al.

Complaint filed June 20, 1892. Decided August 15, 1893.

First.—The fact, that the property and affairs of a carrier have been placed by a United States court in the hands of a receiver, does not affect the jurisdiction of this commission under a complaint charging such carrier with violations of the Acts to Regulate Commerce.

Second.—The continuity of the carriage of freight over a line formed by two or more roads, is not broken *in fact* and can not be broken in law by the charge of a local rate by one (or more) of such roads as its proportion of the through rate.

Third.—The successive receipt and forwarding in ordinary course of business by two or more carriers of interstate traffic shipped under through bills for continuous carriage over their lines, is assent to a "common arrangement" for such carriage within the meaning of the Act to Regulate Commerce without previous express agreement between them, and the obligations imposed by the statute can not be evaded by the demand of the local charge for the haul over its own road by one or more of such carriers or by the declaration on the part of one or more of said carriers that as to the transportation over its road it is a local and not a through carrier. (Re-affirming the doctrine laid down in *Georgia R. Com. v. Clyde SS. Co.* 4 Inters. Com. Rep. 129, 5 I. C. C. Rep. 324.)

Fourth.—A local rate, which presumably is adopted as covering both the initial and final expense of a local haul, is *prima facie* excessive as part of a through rate over a through line composed of two or more carriers.

Fifth.—Where a proportion of a through rate for part of a through haul is greatly disproportionate to the balance of the through rate, the knowledge of the circumstances and conditions (if any) justifying such disproportionate rate being peculiarly in the possession of the carrier, the burden is on the carrier to make proof of such justifying circumstances and conditions.

Sixth.—The facts, that one city is much larger and has more important and extensive business interests than another and has been treated by the carriers in making rates to surrounding points as a "trade center," is no justification for a continuation of discriminatory rates in favor of such city. The object of the Act to Regulate Commerce was to eradicate the existing system of rebates and unjust discriminations in favor of particular localities, special enterprises and favored individuals.

Seventh.—Unjust discrimination as between localities or individuals can not in the nature of things be essential to the business prosperity of the carrier, and it is no valid objection to the correction of unlawful rates to one point that it involves a like correction as to other points.

Phelps & Company vs. The Texas & Pacific Railway Company.

Complaint filed March 2, 1892. Decided October 16, 1893.

First.—The rates which carriers are required by the sixth section of the statute to publish, file, and adhere to without deviation cover not merely the carriage, but services rendered in receiving and delivering property as well.

Second.—The lien of carriers upon freight for charges earned is satisfied by the payment of rates for their services which they are lawfully entitled to demand, and a guaranty executed to a carrier by consignees or third parties, which might be construed to enable the

carrier, in consideration of freight delivery before settlement of transportation charges, to exact for services rendered in moving and delivering the freight whatever it chooses to demand, cannot be used by the carrier to force payment of charges in excess of those it would be entitled to collect or receive if previous freight delivery had not been made.

Third.—The Interstate Commerce Act does not recognize indefinite or uncertain transportation charges, the idea of unequal compensation for like service, or discrimination in the treatment of persons similarly situated, is repugnant to every requirement of that law, and a party to an interstate shipment cannot be excluded by the carrier from privileges afforded to other patrons of the same locality because of his refusal to pay excessive freight charges, even though an agreement to subsequently refund the excess should accompany the demand.

Fourth.—When actual weights of cotton shipments cannot be ascertained without great inconvenience to the shipper or carrier, and when transportation charges are promptly adjusted by the carrier upon the basis of actual weights furnished by the consignee, a practice of billing the cotton at a proper estimated weight per bale should not be deemed unlawful.

Fifth.—The retention of an overcharge has all the effect of extortion and unjust discrimination against the person from whom its payment has been required, and when the refund of an excessive charge has been unnecessarily delayed for a considerable period the officials responsible therefor become fairly chargeable with willful intention to violate the law.

Blanton Duncan vs. The Atchison, Topeka & Santa Fe Railroad Company, The Atlantic & Pacific Railroad Company, and The Southern California Railroad Company, known as the Santa Fe System.

Blanton Duncan vs. the Southern Pacific Company and the Louisville & Nashville Railroad Company.

Decided November 3, 1893.

First.—The remedy of a party for injury to goods shipped resulting from delay, detention, loss, breakage, rotting or other deterioration or damage, not attributable to a violation of any provision of the Act to Regulate Commerce, is by appropriate action of the courts.

Second.—Where a contract is made with a shipper by a carrier, member of a through line, for shipment of goods over the line at a less than the published lawful rate charged shippers in general, it is not a violation of the Act to Regulate Commerce for the delivering carrier to exact payment of the full lawful rate before delivery. Where, however, the shipper did not enter into the contract willfully for the purpose of securing a rate which he knew, or by the exercise of reasonable diligence might have known, to be illegal, but was an innocent party to it and made the shipment on the faith of the rate named, the courts seem inclined to hold (and it is a matter for their determination) that justice to the shipper requires that the goods be delivered on payment by him of the amount specified in the contract.

Third.—There is no necessary connection or relation between the rates on traffic of the same kind or class transported between the same points in *opposite directions* over the same road or line, and the fact that such rate in one direction is materially higher than that in the opposite direction does not, as in the case of hauls over the same line in the *same direction* establish *prima facie* the unreasonableness of the higher rate. This is especially true where the hauls are of great length.

Fourth.—The rates charged on "household goods" will not be declared unlawful on the mere fact that as a condition of granting them the defendants require the shipper to release all claims for damages in case of loss to the amount of $5.00 per 100 pounds, or $1,000.00 per car load of 20,000 pounds, there being no proof showing that such rates are unreasonable in view of said limitation. In cases of loss, the shipper's remedy is at law, and the question of reasonableness or validity of a contract limiting the carrier's liability is to be determined in the courts *on the facts in each case.*

Fifth.—Unless within the authorized exceptions to the general rule of the statute, discriminations in charges upon like shipments of the same commodities based solely upon the purpose or "business motive" of the shipper are unlawful, whether effected directly or indirectly by methods of classification.

Sixth.—Under the western classification and tariff there are two west bound car load rates from Mississippi river points to the Pacific coast terminals on goods termed "Emigrant's Moveables" (including "household goods"), one a general class rate, the other designated a "commodity" rate and less than the general rate; the latter rate is published as being open to "intending settlers only," but in practice it is given to shippers indiscriminately, and does not appear to be unreasonable in itself. *Held*, (1) That there is neither propriety in, nor necessity for, retaining in the classification and tariff either the two rates, or the statement in connection with the commodity rate that it is open to "intending settlers only," as their retention can only serve to mislead the public and afford opportunity for the practice of favoritism and unjust discrimination as between shippers; (2) That the west bound rate on "Emigrant's Moveables" (including "household goods") from Louisville to Los Angeles should not be in excess of the amount of the commodity rate thereon.

Seventh.—While the circumstances and conditions in respect to the work done by the carrier and the revenue earned are dissimilar in the transportation of freights in carloads and less than carloads, and a lower rate on carloads than on less than carloads is, therefore, not in contravention of the statute, yet the difference between the two rates must be *reasonable.*

Eighth.—The agreement of the Trans-continental Association on file with the commission is not on its face a "contract, or agreement or combination," for the "pooling of freights," or "division of earnings" between different and competing railroads, such as is declared unlawful by section 5 of the Act to Regulate Commerce.

Thos. V. Cator vs. the Southern Pacific Company and the Union Pacific Railway Company.

Complaint filed October 3, 1892. Decided November 10, 1893.

First.—Under the statute the defendants had a legal right to withhold or put into effect an open excursion rate to Omaha, and such right was not effected by the fact that open excursion rates, lower than regular rates of fare, had been in force over their connecting roads during the month previous. Comparison of the rates charged to complainant and others in July for transportation from San Francisco to Omaha and return with reduced excursion rates charged for the transportation of persons from San Francisco to Chicago and Minneapolis in June of the same year, does not of itself present a discrimination or preference which the Act to Regulate Commerce empowers the commission to correct.

C. O. Morrell, Complainant, vs. the Union Pacific Railway Company, the Oregon Short Line & Utah Northern Railway Company, the Oregon Railway & Navigation Company, Defendants.

Complaint filed February 16, 1891. Decided December 22, 1893.

First.—Rates maintained and which may be reasonable under the conditions existing in one section or part of the country afford no safe criterion by which to measure reasonable charges in other localities where the expense of operating a road and other conditions affecting transportation are widely different.

Second.—Rates and charges in force on lines of rival companies or on different branches or lines of the same company are entitled to consideration in connection with the question of reasonable charges for transportation services rendered under like conditions.

A. S. Newland, T. W. Hauschild, Walter Reeder, Complainants vs. the Northern Pacific Company, the Union Pacific Railway Company, the Oregon Short Line & Utah Northern Railway Company, the Oregon Railway & Navigation Company.

Complaint filed March 18, 1891. Decided January 31, 1894.

First.—It is the right of shippers to have their goods carried, and the duty of common carriers to receive and forward freights by the least expensive routes at reasonable through rates.

Second.—Where there were two routes from the place of shipment to the place of destination, one much longer and much more expensive to operate than the other, the longer and more expensive being operated by one, while the more direct and less expensive route was over continuous lines operated by more than one common carrier, *Held*, That the rate must be reasonable for the transportation by the shorter and less expensive route.

Third.—Where the roads and branches of two companies extend to and penetrate a wheat producing district, from which they make a joint rate for distances of 480 miles and each company makes the same rate separately from the same district, one for the distances of 450 and the other for distances of 650 miles over their respective lines to the same destination-*Held*, That it may be fairly assumed that the rates so jointly and separately made are reasonably remunerative and profitable. *Held, further*, That what is reasonable compensation for

this longer and more expensive branch line service, is excessive for the shorter distance of 311 miles over a less expensive route from the same district to the same destination.

Fourth.—The same rate over a district so extensive denies to the producer nearer the market the advantages of his location, for which he receives no compensation in the fact that such rate was established to enable a railroad company to sell its lands more distant from markets at better prices.

Fifth.—The practice of making one rate on the same product over a large district is only justifiable under special and exceptional circumstances and is not to be encouraged when the difference in the transportation expense from the various parts of such district is considerable and substantial.

Sixth.—That railroad investments may be as secure as other property, the reasonable rates should be liberal until earnings are sufficiently large for a fair return on actual expenditure.

Seventh.—Where the market price yields but a scant return for the labor andexpense of production, the cost of transportation needs to be as moderate as may be consistent with justice to the carrier.

Eighth.—Where a road or system of roads leased and made the road of another company a part of the system, *Held*, That the agreed rental cannot be accepted as the amount which the leased property must earn and the lessee may retain before any reduction can be made in the rates over the leased lines.

Ninth.—Where two companies or railroad systems stipulated for a division of traffic and agreed that when one party carried traffic belonging to the other, but one-half of the charges should be retained for the transportation service, *Held*, That in the light of this arrangement in connection with the other facts of the case some reduction was warranted.

Alanson S. Page, Cadwell B. Benson and Charles Tremain, complainants, vs. The Delaware, Lackawanna & Western Railroad Company, The New York Central & Hudson River Railroad Company, The Michigan Central Railroad Company, defendants.

Complaint filed March 3, 1893. Decided March 23, 1894.

First.—Where it appears that a complainant has invoked the aid of the law for the purpose of securing what he, with the acquiescence of the carrier, had previously obtained in apparent contravention of the law, such acquiescing carrier will not be held entitled to plead violations of the law by complainant in bar of a decision on the merits, nor will the individual interests of the complainant be taken into consideration; but the commission will examine the evidence and make such report thereon as, under the provisions of the law, the rights of other shippers and the public generally may require. If, independently of any action or interest of complainant, the conduct of defendants with reference to the transportation which is the subject of the proceeding is shown by the evidence to be unlawful, it is the duty of the commission to execute and enforce the statutory provisions applicable thereto.

Second.—Upon consideration of the great reduction which has taken place in the value of window shades, the arbitrary increase of shade classification by the carriers during the progress of this proceeding, and all the other facts and circumstances herein which pertain to the rights of shade shippers and consignees generally, and of purchasers of that article of household necessity, *Held*, That the classification of window shades as first class in the official classification has become unjust, and that the legal duty of defendants to so classify traffic and fix charges thereon that the burdens of transportation are reasonably and justly distributed among the articles they carry, requires them to reduce their classification of window shades to the class which, under the official classification, is now applied to "window hollands and shade cloth, plain, uncut and undecorated."

Rhode Island Egg & Butter Company, the W. W. Whipple Company, George M. Griffin, vs. the Lake Shore & Michigan Southern Railway Company, Michigan Central Railroad Company, New York Central & Hudson River Railroad Company, Boston & Albany Railroad Company, New York, New Haven & Hatford Railroad Company.

Complaint filed August 11, 1893. Memorandum filed May 28, 1894.

First.—A shipper should not be subjected to unnecessary restrictions as to the kind of case or package he shall use.

Second.—A rate which may be reasonable when applied to the transportation of egg cases as a disconnected service may be unreasonable if the carriage of returned cases at favorable rates is in fact a special service, the discontinuance of which would unduly burden the business of shipping eggs to points of sale.

Third.—Upon complaint of unreasonable classification and rating on returned empty egg cases from Providence, R. I., to Chicago, Ill., Burlington, Ia., and other western points, *Held*, that the evidence presented is insufficient to enable the commission to determine the question. *Held, further*, that the defendants and other carriers concerned should be allowed time to consider whether shippers generally are not unduly prejudiced by the increased rating complained of, and take or refrain from taking action accordingly, and if the carriers fail to take satisfactory action, that the complainants and any other interested shipper or consignee should have leave, after a specified time, to ask to have the case re-opened; and thereupon such other direction be given as will serve to bring in necessary parties defendant, by amended or supplemental complaint, or otherwise, as may appear to be required.

The Freight Bureau of the Cincinnati Chamber of Commerce, vs. The Cincinnati, New Orleans & Texas Pacific Railway Company et al.

The Chicago Freight Bureau vs. The Louisville, New Albany & Chicago Railway Company et al.

Decided May 29, 1894.

First.—If railway companies engaged in the transportation of traffic from one territory voluntarily enter into an association with railway companies engaged in the transportation of similar traffic from another territory to a common market, for the purpose, among others, of a mutual adjustment of rates over their respective lines, and in pursuance of this purpose as members of such association agree to and maintain rates over their own lines higher than are reasonable and the relation thus established between the rates from the two territories, respectively, is unjustly prejudicial to the former and unduly preferential to the latter, this is a violation of the first paragraph of section 3 of the Act to Regulate Commerce, for which, whether or not there be a joint liability under said Act of the two systems of carriers, there is at least a several liability on the part of those serving the territory injuriously affected.

Second.—Where the reasonableness of rates is in question, comparison thereof may be made, not only with rates on another line of the same carrier, but also with those on the lines of other and distinct carriers—the value of the comparison being dependent in all cases upon the *degree* of similarity of the circumstances and conditions attending the transportation for which the rates compared are charged.

Third.—The influence of water competition via the Atlantic on rail rates from northeastern cities to southern territory is not so great, as appears by the proof in these cases, as to account for or justify the difference between the mileage rates from those cities and the mileage rates from Chicago and Cincinnati to such territory under the rates complained of, and the fact of that influence on rates from the former cities cannot be invoked as a justification of rates from the latter, which, after due allowance for such influence as a substantially dissimilar circumstance, still appear on comparison of the two sets of rates to be *unduly* preferential to the former and *unjustly* discriminative against the latter. In rates from different territories to a common market, "relative equality is necessary in the *degree* of the similiarity" of circumstances and conditions attending the transportation in the two cases.

Fourth.—The fact which is made to appear in these cases, that rates on traffic of the numbered classes from Chicago and Cincinnati to southern territory are made *higher* than they otherwise would be, for the purpose of securing to the lines from northeastern cities the transportation of that traffic from the territory set apart to them under the Southern Railway & Steamship Association Agreement, itself raises a *prima facie* presumption of the unreasonableness of those rates.

Fifth.—Each locality competing with others in a common market is entitled to reasonable and just rates at the hands of the carriers serving it and to the benefit of all its natural advantages, and no departure from the rule requiring rates in all cases to be reasonable in themselves can be justified on the ground that it is necessary in order to maintain existing trade relations, or to "protect competing markets," or to "equalize commercial conditions," or to secure to carriers traffic from certain territory assumed to be exclusively theirs.

Sixth.—The division of territory between the eastern and western lines provided for in the Southern Railway & Steamship Association Agreement, is without warrant in law and appears to be made for the benefit of the carriers without regard to the interests of the shippers in the territory so divided, to whom it is in effect a denial of the privilege of shipping their goods or produce to market by the line or route they may prefer.

Seventh.—The "fines" or "penalties" imposed by the provisions of the agreement of the Southern Railway & Steamship Association on members for violation of association rules bear on the face of that agreement to be available as substitutes for payments which would be exacted under a regular pooling system, and the arrangement under which they are imposed is tantamount to a combination, contract or agreement "for the pooling of freights of different and competing railroads, or to divide between them the aggregate or net proceeds of the earnings of such railroads or any portion thereof," which are forbidden by the statute.

Eighth.—The requirement of the agreement of the Southern Railway & Steamship Association that its members apply "full local rates upon all traffic subject to the Association Agreement coming from or going to" connecting lines which do not maintain Association rates, while to traffic from other connecting lines conforming to such rates full local rates are not applied, is repugnant to that clause of Section 3 of the Act to Regulate Commerce which forbids carriers to "discriminate in their rates and charges between connecting lines."

H. W. Behlmer vs. The Memphis & Charleston Railroad Company et al.

Decided June 27, 1894.

First.—The competition of markets or the competition of carrying lines subject to regulation under the Act to Regulate Commerce does not justify carriers in making greater short haul or lower long haul charges over the same line in the same direction (the shorter being included within the longer distance) in the absence of an order of relief issued by the commission upon application therefor and after investigation.

Second.—When a carrier on complaint under the fourth section avers substantial dissimilarity in circumstances and conditions as justifying its greater charge for a shorter haul, it is concluded by its pleading and must affirmatively show that the circumstances and conditions of which it is entitled to judge in the first instance are in fact substantially dissimilar; but upon an application for relief under the fourth section proviso the carrier is not limited by such a rule of evidence, and may present to the commission every material reason for an order in its favor.

Third.—The construction of the fourth section of the Act to Regulate Commerce as laid down in *James & M. Buggy Co. vs. Cincinnati N. O. & T. P. R. Co.*, 3 Inters. Com. Rep. 682, 4 I. C. C. Rep. 744, and *Ga. R. R. Com. vs. Clyde S. S. Co.*, 4 Inters. Com. Rep. 130, 5 I. C. C. Rep. 524, followed in *Chattanooga Board of Trade vs. East Tennessee V. & G. R. Co.*, 4 Inters. Com. Rep. 213, 5 I. C. C. Rep. 546, explained in *Gerke Brew. Co. vs. Louisville & N. R. Co.*, 4 Inters. Com. Rep. 267, 5 I. C. C. Rep. 596, and sustained in *Interstate Commerce Com. vs. Cincinnati N. O. & T. P. R. Co.* (not yet reported), reaffirmed.

Fourth.—Defendants ordered to cease and desist from making higher aggregate charges on hay, and other commodities carried under similar circumstances and conditions, over their connected roads from Memphis, Tenn., to Summerville, S. C., than they charge for carrying said commodities for the longer distance from Memphis over said connecting line through Summerville to Charleston, S. C., without prejudice to defendants' right to apply to the Commission for relief under the proviso clause of the fourth section.

DIGEST OF JUDICIAL DECISIONS.

DIGEST OF JUDICIAL DECISIONS.

DECISIONS OF THE SUPREME COURT OF IOWA RELATING TO RAILWAYS DURING THE YEAR.

BAGGAGE.

Where a person had extra baggage, for which he would have to pay charges and surrender way bill, went to hotel without attempt to get it, and in the night it was burned with the depot, and it appeared that the depot was closed very soon after the train left, and that it was the custom of traveling men to leave their trunks at the depot over night, and by some special arrangement trunks were some times left out on the platform when the station closed, and some testimony that plaintiff could have gotten his baggage without special pains. *Held*, that it was for the jury to find whether reasonable facilities were extended, and a verdict for plaintiff was sustained. *Dittmen Boot and Shoe Co. vs. Keokuk & N. W. Ry. Co.*, 59 N. W., 357.

Where the rule of the company required a special permit to have jewelry sample cases checked as baggage, in an action against the company to recover the value of such jewelry case shipped or checked as baggage in violation of such rule, plaintiff can not recover. If a person by the exercise of ordinary care could have known that the checking of such cases by a station agent was prohibited by a rule of the company, he can not recover the value of such case if lost. *Weber Co. vs. C., M. & St. P. Ry. Co.*, 60 N. W., 617.

CAR LOADS.

Where a contract of shipment from a point in this state to a point without does not define what shall constitute a car load, a general custom among railroad men and shippers as to the number of pounds constituting such a load, governs the contract. *Good vs. Chicago, Rock Island & Pacific Railway Company*, 60 N. W., 634.

EMINENT DOMAIN.

Where a railway company has a right of way running over the land of non-residents, it is such a resident-occupier as must be served with notice of the laying out of a highway over the land, and want of such notice vitiates the proceedings to lay out such highway across said right of way. *State ex rel. Clark vs. Iowa Central Railway*, 59 N. W. 35.

FENCING RIGHT OF WAY.

In a case where the fence in controversy, where horses got upon the right of way, had been erected several years prior to the act of 1888, the company, after the passage of that act, made certain repairs, consisting of nailing on loose boards and putting on old boards taken from other points, in place of boards which had become defective, no new material being used. *Held*, that such acts do not constitute such "repairs" as are contemplated in chapter 30, acts of 1888, providing that where fences already constructed are rebuilt or repaired they must conform to the requirements therein made for new fences. *Morchly vs. Chicago & North Western Railway Company*, 61 N. W. 227.

FIRE SET BY ENGINE.

Code section 1289, provides that "any corporation operating a railway shall be liable for all damage by fire that is set out or caused by operating any such railway," and section 398 provides that a common carrier cannot exempt itself from liability as such carrier by a contract.

In case of a contract or lease by a railway company giving a person the right to erect an elevator and coal sheds upon its right of way, a clause in the lease that the lessee will save trouble and protect lessor from all liability for damages from fire, which, in the operation of lessor's railroad or from cars or engines lawfully on its track, may accidentally or negligently be communicated to any property or structure on the leased premises, is held valid, and not in violation of the section of the code above quoted; reversing 53d N. W. 295. *Griswold vs. Illinois Central Railway Company*, 57 N. W. 843. (Robinson & Kinne, J. J., Dissenting.)

INFECTED CATTLE, LIABILITY OF RAILWAY COMPANY.

In an action to recover damages from the loss of cattle, alleged to have died from the disease called "Texas Fever," contracted by contact with a cow which the defendant unlawfully transported into this state from Illinois, held that code section 4058, amended by acts twenty-first general assembly, chapter 156, declaring that any railway company which shall bring any cattle into the state, which at the time were in such a condition as to communicate Texas Fever, shall be guilty of a misdemeanor and that any person who shall be injured may secure damages, does not make the civil liability to persons injured by the importation absolute, but makes only a *prima facie* case of liability, which may be rebutted by showing freedom from negligence on the part of the railway company. *Finley vs. Chicago, Milwaukee & St. Paul Railway Co.*, 57 N. W. 719.

JOINT RATES.

A rate fixed as to shipments passing over two or more roads is a joint rate, and under chapter 17, acts of 1890, authorizing the commissioners to establish joint through rates, they must be governed by the act of 1888 as to the notice required, and a joint rate adopted without such notice being given is void. *State vs. Chicago, Burlington & Quincy Railroad Company, et al.*, 58 N. W., 1060.

KILLING AND INJURING OF LIVE STOCK.

Where horses came onto the right of way of a railway company through a gate which was its duty to keep closed, and the horses are killed or injured on the right of way, the company is liable. *Maxwell vs. Burlington, Cedar Rapids & Northern Railway Company*, 57 N. W., 441.

Statute does not require railway companies to fence where, considering the public convenience, it would not be suitable to do so, and in operating trains on depot grounds where the same are run at a greater rate of speed than fixed by the statute, it is liable for injuries to stock only that are "running at large," and would not be liable for injuries to a horse harnessed to a wagon. *Cohorn vs. Chicago, Burlington & Quincy Railroad Company*, 57 N. W. 727.

Where a right of way fence at a crossing leaves unenclosed a portion of the right of way adjoining the highway, and by this construction animals are prevented from escaping and are probably for that reason killed or injured, it is no error for the court to charge the jury that if the failure to fence all of the right of way contributed to cause the injury, the railroad is liable. *McCracken vs. Chicago, Rock Island & Pacific Railway Company*, 58 N. W., 1085.

Where a private lane about 20 feet wide and 30 or 40 rods long, leading from a public highway to some improved and cultivated lands, crosses a railway company's right of way about five rods from the highway, and this lane is crossed by a fence at its eastern end, most remote from the highway, and that until 1887 the company had maintained a fence and gate across it on the westerly side of its right of way, and during that year removed the same and the lane has been open its entire length since, and has been used by wood choppers who have gone that way to and from their work, and by the owners of the land to which it leads, and by one person for awhile as his only way to reach the highway, but which was more than two years before suit was brought, and a heifer was killed on the crossing, the company was held liable on the ground that there was no legal highway at the place in question, and it was the duty of the company to fence its right of way to prevent such liability. *Breneman vs. Burlington, Cedar Rapids & Northern Railway Company*, 60 N. W., 176.

In an action against a railroad company for killing a colt, there being no evidence as to where it was when struck, a charge by the trial court that the presumption was that it was struck while on the highway and not where the railroad had a right to fence, would be erroneous, and a charge in same case that if the evidence fails to show where the colt was when struck, or if it shows that it was struck on the highway, the jury must find for the defendant company was held to be correct. *Croddy vs. Chicago, Rock Island & Pacific Railway Company*, 60 N. W., 214.

LIVE STOCK SHIPMENT.

In a suit against a carrier for damages caused by delay in transit, if the delay was caused by the breaking down of a bridge by reason of defendant's negligence, and the live stock shipped was on that account turned into stock yards too small and the stock was poorly fed and watered and shipper compelled to buy feed at his own expense, such facts would justify a verdict for plaintiff for shrinkage in the stock. The measure of damages in such case is the difference in the market value of the stock at its destination on the day it should have been delivered and that of its actual delivery.

In the absence of a statute carrier may by special contract limit its liability as an insurer, but not for the negligence of its agents or servants. *Hudson vs. Northern Pacific Railway Co.*, 60 N. W. 608.

Where a car for shipping horses and mules is liable to be broken from slight kicks by the animals, it is not reasonably safe and a recovery can be had for injuries to the animals caused by the car being so broken. *Betts, et al., vs. Chicago, Rock Island & Pacific Railway Co.*, 60 N. W. 923.

MUNICIPAL ORDINANCE—SPEED OF TRAINS.

In an action against a railroad company for killing a child on its track in a city, where for a long distance streets were not opened across the track, and the right of way was fenced on both sides the rate of speed is immaterial if above the six mile an hour provided by an ordinance of the city, because as to the place of the accident in question in the case, the ordinance was unreasonable and void. *Burg vs. Chicago, Rock Island & Pacific Railway Co.*, 57 N. W. 680.

PERSONAL INJURY.

Plaintiff's decedent, in going to defendant's depot to take a train, was run over by a car being kicked onto a side track, and killed. Decedent knew he was approaching the track, and was warned that a train was approaching. Whistle was blown and bell rung; he did not stop to look or listen. *Held*, that a verdict should have been directed for defendant.

In the same case it was held that instructions stating that if the negligence of the deceased contributed "substantially" or "materially" to the injury, defendant would not be liable, are erroneous, as defendant would not be liable if decedent's negligence contributed to it in any degree. *Banning vs. Chicago, Rock Island & Pacific Railway Company*, 56 N. W., 277.

Where a showcase was strong and well built, and decedent was riding in same at time of collision, and was there in the line of his duty to his employer at the time he was killed, the question of whether he was chargeable with contributory negligence was for the jury to determine, and its finding is conclusive. *Blake vs. Burlington, Cedar Rapids & Northern Railway Company*, 56 N. W., 405.

When in an action against a railroad company for causing the death of a person it appeared that when forty-five feet away from the track deceased could have seen the approaching train, if within 350 feet, had he looked in that direction, and the engineer testified that when within 200 feet of the crossing he saw decedent's horse approaching at a trot thirty or thirty-five feet from the track. *Held*, no recovery could be had. *Moore vs. Keokuk & Western Railway Company*, 56 N. W. 430.

In an action for injuries received by a brakeman in making a coupling, there was evidence that at the place where the coupling was made the earth between the ties was washed out to quite an extent, accident happened at night, brakeman using a lantern and was not familiar with the track, movements of the train and other duties such as to make it necessary for him to act promptly, did not use a stick as required by a rule of the company, but accident not caused by a failure to do that. *Held*, that a finding that plaintiff was not guilty of contributory negligence was justified by the evidence. *Horan vs. Chicago, St. Paul, Minneapolis & Omaha Railway Company*, 56 N. W. 807.

A rule prohibiting the uncoupling of cars by going between them while in motion will be held to be waived by the company where it was the custom to uncouple cars in that manner, and it was so open and notorious that the officers of the company could properly be chargeable with notice.

In action for causing death of person jury should consider deceased's age and occupation, the wages he was receiving, the condition of his health, ability to earn money, in determining the damages. Verdict for $5,000 held not excessive. *Lowe vs. Chicago, St. Paul, Minneapolis & Omaha Railway Company*, 56 N. W., 519.

In a case where a brakeman stepped off a moving train on a platform, and fell because the train was moving in an opposite direction from what he supposed, he cannot recover for the injuries sustained. *Magee vs. Chicago & Northwestern Railway Company*, 56 N. W., 681.

Plaintiff was head brakeman on a freight train, and left his place in the cab of the engine as the train was approaching a station, and in passing over the tender stepped on the lid over the "manhole" in the tank, and it did not sustain him but slipped and turned up and his leg went down and was injured. The court say: "If the plaintiff was in the line of his duty in taking the direction he did to get on top of the train, and in stepping on the covering of the manhole, and was not negligent in failing to discover that it was defective or out of position, he was entitled to recover if the manhole was improperly or negligently covered, either by reason of the lid being improperly placed over the manhole or because of the manhole being improperly constructed or out of repair and in an unsafe condition." *Miller vs. Illinois Central Railroad Company*, 57 N. W., 418.

If a release of a claim for damages for injuries received by an employe of a railway company is obtained by fraud and circumvention, and money is paid him at the time of its execution, he may repudiate the release and bring his action without first paying or tendering back the money received; but the court in such a case should direct the jury that if the plaintiff was entitled to recover, the sum of money so paid should be deducted from the verdict. *O'Brien vs. Chicago, Milwaukee & St. Paul Railway Company*, 57 N. W., 485.

A person having passed a train standing on a track in a public street and walking on the track behind it, though no trespasser, is bound to watch the train and listen for signals, on the chance that it may back, and if neither is done, and the whistle and bell were sounded and a light displayed at the rear end of the train with the line of vision unobstructed, it would be the duty of the court to direct a verdict for the defendant railway company. *Bryson vs. Chicago, Burlington & Quincy Railroad Company*, 57 N. W. 490.

After loading a car in a railroad yard a person is not, as a matter of law, guilty of negligence in driving along a narrow passage way between the tracks generally used by persons having business with the company, and if his horses are injured by negligence of the company in not having a brakeman on the cars when a flying switch is being made, a finding in favor of plaintiff suing for such injuries will not be disturbed. *Reifsnyder vs. Chicago, Milwaukee & St Paul Railway Company*, 57 N. W. 692.

Where it appeared that plaintiff while making a coupling had signaled the fireman, who was acting as engineer, to stop; that the train had stopped, or nearly so, and that plaintiff while trying to draw the pin, was injured by having his hand caught between the bumpers by the train suddenly backing without notice, a verdict for plaintiff will not be set aside. *Neelans vs. Chicago, Rock Island & Pacific Railway Company*, 57 N. W., 694.

Though the rules require that a train run by special order shall not leave a station unless the conductor and engineer have a copy of the order, and that it must be shown to the fireman, the latter on a work train is not guilty of contributory negligence although he may know that a passenger train which is due has not passed if he fails to object when the conductor orders the train to move out on the main track, where a collision with the passenger train occurs in which the fireman is killed. Where, though warned by the engineer, the fireman did not jump, if he was suddenly exposed to great danger, but does what he thinks best for his safety, he is not guilty of negligence though he may not have acted wisely. *Hass vs. Chicago, Milwaukee & St. Paul Railway Company*, 57 N. W., 894.

Where special findings of a jury shows that a brakeman's signals for backing cars were obeyed; that he knew the kind of cars he was to couple; that he had been instructed how to couple them and when doing so not to stand between the cars but at one side while the cars were coming together; that he had made such couplings before; and the complaint and evidence show that the plaintiff's theory was that the couplings on the two cars were unlike and permitted them to come together, they not being supplied with bumpers, judgment should be for the defendant in an action against the company for his death caused by his being crushed between the cars in making the coupling, notwithstanding a general verdict in plaintiff's favor. *Coffman vs. Chicago, Rock Island & Pacific Railway Co*, 57 N. W. 955.

Section hand while propelling a hand car was injured by collision with a flat car used by the section men, because of the negligence of the foreman; *Held*, that the section hand's and foreman's employment are connected with the use and operation of the railway with the purview of section 1307 of the code, and he could recover for the damages sustained. *Larson vs. Illinois Central Railway Co.*, 58 N. W. 1076.

Section 1288 of the code requiring railway companies to construct safe crossings and cattle guards, where its road crosses a public highway and providing what the injured party may prove in an action for damages sustained does not prevent the defense of contributory negligence being made, but where such cattle guards are erected at a point that the employes of the company are compelled to cross in switching cars, the guard must be made reasonably safe for that purpose. *Ford vs. Chicago, Rock Island & Pacific Railway Co.*, 59 N. W. 5

If a person goes upon a railroad track where the view is unobstructed and falls without excuse to look or listen for trains, he cannot recover for injuries received. *Johnson vs. Chicago & Northwestern Railway Co.*, 59 N. W. 67.

In an action for injuries at a highway crossing of a railway it appeared that plaintiff was familiar with the crossing and knew that a train was due, but drove with increasing speed down an incline to the tracks, which were in plain view, without stopping to look or listen. *Held*, that he was guilty of contributory negligence and could not recover. *Reeves vs. Dubuque & Sioux City Railroad Company*, 60 N. W., 243.

Plaintiff had been engaged in railroad work for twenty-five years, and for four years had been at work in the yards around defendant's depot. While standing idle on track he was killed by engine backing away from a switch, which he could have noticed with ordinary care, as the engine had been moving about the yards for some time and bell was constantly ringing. *Held*, that he was guilty of contributory negligence and could not recover. Where the negligent act causing the injury was done after the negligence of the injured party was known to the other party, and the injury could have been avoided by the exercise of reasonable care on the latter's part, the contributory negligence would not defeat a recovery. *Keefe vs. Chicago & Northwestern Railway Company*, 60 N. W., 503.

Where a plaintiff was negligent in going on a railroad track immediately after the first section of a train had passed him, he, knowing that it was customary to cut the train in two at that place yet if the brakeman on the rear section saw him upon the track while the second was 300 feet away, the jury would be warranted in finding that the brakeman was negligent in not taking steps to avoid the accident and a judgment for plaintiff was affirmed. *Harden vs. Sioux City & Pacific Railway Company*, 60 N. W. 537.

An employe familiar with the time of a train knew it was coming and while walking in front of it heard the fireman call to him, but thought the train was on another track, and did not get out of the way. When first seen by the fireman he was sixty feet away and faced from the train with a grain door upon his back. Engine approached within twenty-five feet of him, without steam, at the rate of three miles an hour, with headlight burning and bell ringing, when the fireman, who alone saw him, told the engineer and called out to the deceased to get off the track. Engineer made every effort to stop the train, but could not prevent engine striking deceased. *Held*, that the fireman was not negligent. *Vleeland vs. Chicago, Milwaukee & St. Paul Railway Company*, 60 N. W. 542.

An employe ordered to go from the rear end of a train forward, and to hurry, for the purpose of flagging a train, passed a box car from which ties were being unloaded, and without giving warning of his approach attempted to pass near the car, and was struck by a tie. *Held*, that he was guilty of contributory negligence. *Thomas vs. Chicago & Northwestern Railway Company*, 60 N. W., 612.

Where a person goes upon a railroad track without looking for trains, and is struck by cars making a "running switch," he is guilty of contributory negligence. *Buel ne vs. Chicago, St. Paul & Kansas City Railway*, 60 N. W., 617.

In a case where the engineer knew that a brakeman went between a car and the tender while the train was moving fast to uncouple, and that to do so he must hang on the rods at the end of the tender, and the brakeman had his feet on the brake beam when the engineer set the air, and the brake beam was jerked from under his feet and he fell in under the tender and had a foot crushed, the question of negligence is one for the jury to determine. *Brown vs. Burlington, Cedar Rapids & Northern Railway Company*, 60 N. W., 779.

In an action brought for injuries received at a highway crossing of a railroad, a charge by the court it was plaintiff's duty when approaching the crossing to look and listen "at all points" in his passage and that a failure to do so was contributory negligence, was held to be erroneous. *Misery vs. Chicago, Milwaukee & St. Paul Railway Company*, 61 N. W., 218.

Section hand directed to go with coal car to unload it, not bound to know it had a hand hold and stirrup when most of the defendant's cars did not have them, and when such section

hands had been ordered to get on the car to unload it after it had been switched, and it was the duty of those in charge of switch engine not to move it till they were aboard, and the engine moved without any signal while plaintiff was attempting to get on the car and was injured, it cannot be said that a signal would not have availed him. *Light vs. Chicago, Milwaukee & St. Paul Railway Company*, 61 N. W., 880.

Hand car of defendant was constructed like all others of similar make with box for holding tools and other articles, that could be reached through openings free from the action of the machinery of the car. Plaintiff was a section hand on defendant's road, and with others was preparing to go home, stepped on the car and reached over to put his mittens in the tool box through an opening in which the car machinery moved; one of the men started it, none of them knowing of plaintiff's peril, and his hand was injured by said machinery. *Held*, that there was no negligence in starting the car and that the injury was not caused by any defective construction of the car. *Hamilton vs. Chicago, Rock Island & Pacific Railway Company*, 61 N. W., 415.

RAILROAD CROSSINGS.

One railroad corporation desiring to construct its road across another has not the absolute right to elect whether it will make grade, over, or under crossings, and if it proposes to make crossings that will unnecessarily interfere with the use of the railway crossed the courts have jurisdiction to prevent it. *Chicago, Burlington & Quincy Railroad Company vs. Chicago, Fort Madison & Des Moines Railway Company*, 58 N. W., 918.

ROADS IN RECEIVER'S HANDS.

A railroad company cannot be convicted for any obstruction erected or maintained over or upon a highway during the time its business and property are in the hands of a receiver. *State vs. Minneapolis & St. Louis Railway Company*, 55 N. W., 401.

SCHEDULE OF RATES.

The act of April 5, 1888, giving authority to the commissioners to fix a schedule of reasonable maximum rates, provided that such schedule and classification of freight should be fixed and go into effect within sixty days of the taking effect of the act, and also provided for publication of a notice that such a schedule had been adopted. The commissioners were enjoined from making or completing publication of such notice within said period of sixty days. *Held*, that the schedule nevertheless became effective at the expiration of the sixty days. *Hopper et al. vs. Chicago, Milwaukee & St. Paul Railway Company*, 60 N. W., 487.

SUPREME COURT OF IOWA, JANUARY TERM, 1893.

HOPPER & MCNEILL, *Appellees*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Appellants*.
Appeal from Woodbury District Court.

HON. GEORGE W. WAKEFIELD, Judge.

Action to recover for overcharge upon freight. Verdict and judgment for plaintiff. Defendant appeals.

J. W. CARY, G. P. CARY AND TAYLOR, SHULL & FARNSWORTH, *for Appellant*.
STRONG & OWEN, *for Appellee*.

KINNE, Judge.

1.—As finally amended, the petition charged that between July 10, 1888, and January 29, 1889, plaintiffs shipped over defendants' road fifty-seven cars of lime from Maquoketa, Iowa, to Sioux City, Iowa, and that they had been compelled to pay as freight therefor the sum of $850.82 in excess of the legal rate as fixed by the railway commissioners of this state.

That the rate charged was unreasonable, unjust and extortionate, and that the rate fixed by said commissioners was just and reasonable. That a demand in writing was made upon defendant to refund the damages sustained by plaintiffs by reason of said illegal

charges. Said demand was made more than fifteen days prior to the commencement of this action.

The amended and substituted answer is in three counts.

The first count admits the corporate capacity of the defendant; that it is engaged in operating a railway; that between the times stated in the petition plaintiffs shipped over defendants' line of road the lime stated, for which they paid the sum claimed. Denies that any legal rate was fixed by the railway commissioners, and says that the rate fixed by them was not just or reasonable; denies that plaintiffs were overcharged for transporting said lime. Denies all allegations not before admitted or denied.

In a second count it is averred that said railway commissioners attempted to make a schedule of rates for the shipment of lime, but alleges that said schedule was never published as required by law so as to become obligatory upon defendant; that on June 28, 1888, application was made to the United States Circuit Judge of the Eighth Judicial Circuit for an injunction restraining said commissioners from putting in force or publishing said schedule, and an injunction issued in accordance with said application, which remained in force until long after the times mentioned in the petition, and said schedule was never published or in force.

In a third count it is alleged that on November 3, 1888, said board of railway commissioners, pretending to act under the act of the Twenty-second General Assembly, approved April 5, 1888, attempted to change the classification of rates of freight in Iowa so as to reduce the compensation for transporting lime in car load lots, and made an order that such change should take effect December 3, 1888, and were about to proceed to publish the same, as required by the act to make it obligatory, and that on November 26 defendant filed an amendment to its bill asking that the said commissioners be restrained from publishing and putting in force said change of rates, and said circuit judge made an order restraining said commissioners from putting said rates in force until a hearing, and that on February 2, 1889, on said hearing, the restraining order was set aside. That said schedule and classification of rates was never published, nor in force or effect during the times stated in the petition. Plaintiff demurred to the second and third divisions of the amended and substituted answer.

To the second division, because the facts stated did not constitute a defense. 1.—Because the act authorizing the fixing of a schedule of reasonable maximum rates did not contemplate or require said schedule to be published in order that it should take effect. 2.—That the answer shows that the commissioners, acting under the direction of the law, made a schedule of reasonable maximum freight rates to be charged by the lines of transportation in the state of Iowa. That the law provides that the schedule, when made, shall in any event go into effect within sixty days after the taking effect of the statute, and the schedule took effect at the expiration of the sixty days independent of any publication, and regardless of said injunction. 3.—That the publication of the schedule is a formal matter, and intended for the benefit of the railway companies and defendant, and is not essential to its validity and operation. That said answer shows that publication was prevented by the wrongful act of defendant, and through no fault or neglect of the commissioners, and defendant is estopped from disputing the validity or operation of said schedule. To the third division because: 1.—The act of the legislature authorizing the commissioners to change and revise schedules does not contemplate or require that notice of said change shall be published in order for it to take effect and become binding upon defendant. 2.—That said answer shows that the publication of said revised schedule was prevented by the wrongful act of defendant, and it is estopped from disputing its validity and operation. The court sustained the demurrer to the second count, and overruled it as to the third count of the answer. Thereafter, defendants in a fourth count averred that the railway commissioners never made a schedule of rates, or fixed a rate for the transportation of lime in car load lots as stated in the petition, and denied that they had overcharged plaintiffs.

2.—Error is assigned upon the action of the court in sustaining plaintiff's demurrer to the second count of defendant's answer. When this opinion was prepared there was nothing in the record showing that any exception to the ruling had been taken. On September 3, 1891, a second amendment to the abstract is filed wherein it appears that as a matter of fact the exception was properly taken. This amendment is filed a long time after the case has been fully argued and submitted, and if the decision of the question raised by the sustaining of the demurrer could work any prejudice to appellees, we should, in view of the tardy presentation of this record, be inclined to disregard the point made. For reasons stated in the fifth division of this opinion we must hold that the demurrer was properly sustained.

3.—It is said that as the district court overruled plaintiff's demurrer to the third count of defendant's answer and as no reply was filed to said count, the facts therein pleaded must be taken as admitted. It is also claimed that the allegations of said count were sustained by the testimony.

As to the latter claim we do not find that the record of the federal court was in evidence. The only reference in the record to this change of classification and adoption of new rates is in the testimony of Commissioner Smith, who said: "There was a very material change made in classification."

The Illinois classification, originally adopted, was supplanted by the western classification. This change was made prior to the 23d of February, 1889. It does not appear from the evidence that the change was made before plaintiff's shipments ceased, which was on January 29, 1889.

All that is shown is that the change was made prior to February 23d, 1889. The pleading charges that the commissioners *attempted* to make this change on November 3, 1888, and to go into effect December 3, 1888, and that the commissioners were enjoined until February 2, 1889, from publishing the schedule or putting the rates into effect. If then it be conceded that by failing to reply to this count its allegations are admitted, it simply amounts to an elimination of the attempted changed schedule and classification from the case.

Not being an original rate we presume the court held that to give it force and effect it must be published as required by law. It was not published and hence was not in force. The attempted change in the schedule and rates was, it appears, not consummated during the time the plaintiff's shipments were being made. Conceding the full force of every allegation in this count and that they are admitted by reason of the failure to reply thereto, what is the situation?

Manifestly the attempt to change the former classification and scebdule, by reason of the failure to publish the same was not fully consummated at any time during the continuance of plaintiff's shipments and hence the former schedule and classification remained in force. It is urged with great force and ability that the commissioners adopted the Western classification and changed the rates and ,that that had the effect of doing away with their former action in making the classification and schedule. We have said that the evidence fails to show that such change, if any, was made prior to, or while the plaintiff's shipments were being made.

The pleading on its face shows that the change was attempted but not consummated during the period in controversy in this suit. We hold that there could be no change in the rates and classification which would be effective until the publication thereof as required by law, and until the law was complied with in that respect the former rates and classification stood in full force. There was then no error in not limiting plaintiff's recovery, if they were entitled to recover, to the shipments made prior to November 3, 1888, the time when it is charged that the attempt was made to change the classification and schedule.

4.—Plaintiff offered in evidence the schedule of reasonable maximum rates of charges for transportation of freight in Iowa, and classification of freight adopted by the railroad commissioners, to which was attached the following certificate:

CERTIFICATE—IOWA BOARD OF RAILROAD COMMISSIONERS.

It is hereby certified that the above and foregoing schedule of the railroad commissioners of the state of Iowa is a true copy of the schedule prepared by them June 14, 1888, for the said railroad companies and corporations therein named, and that notice of making the same has been published as required by law.

Witness my hand and seal of the board of railroad commissioners this 6th day of February, 1801.

By order of the board. W. W. AINSWORTH,

Secretary of the Board of Railroad Commissioners of Iowa.

The date "1801" is evidently a typographical error.

To this offer defendant made the objection that there was no certificate of the commissioners thereto; that it is their schedule, or that it has been published as required by law; that it does not appear that there was a time fixed for the schedule to go into operation; that there was no proof that anything had been done under the law; that it was necessary that a certificate made by the commissioners should be attached to the schedule in order to make it *prima facie* evidence under the statute. The objections were put in various ways, but all attacked the sufficiency of the certificate. The objections were all overruled and defendant excepted. The statute provides: "All such schedules, so made, shall be received and held in all suits as *prima facie* the schedule of said commissioners without further proof

than the production of the schedule desired to be used as evidence, with a certificate of said railroad commissioners, that the same is a true copy of the schedule prepared by them for the railroad company or corporation therein named, and that notice of making the same has been published as required by law." Acts Twenty-second General Assembly, chapter 28, section 17.

It will be observed that the certificate is in the form prescribed by the statute; indeed it follows the wording of the statute and is sufficient in that respect. The real ground of attack on this certificate is that to be in compliance with the law it should be signed by each of the commissioners. The legislature has power to determine what form of a certificate should be sufficient to warrant the introduction of the schedule in evidence. It prescribed the form and it matters not that it may be other than that generally required. Rules of evidence may be changed at the will of the law making power, so long as the rights of parties are preserved to them. They pertain to the remedy, they are no part of the contract; the defendant cannot be heard to complain so long as no right to which it is entitled is taken away or unduly impaired. *Chicago, Burlington & Quincy Railroad Company vs. Jones*, 37 N. E. Rep., 247.

Is the certificate defective because not signed by each of the commissioners? The law requires that the secretary shall be selected by the board and he must have the qualifications of a commissioner. McClain's Code, sections 2020 to 2030. He is required to take an oath and give a bond. McClain's Code, section 2037.

The board of commissioners are required to have a seal, which the law provides "shall be judicially noticed." Section 21, chapter 28, Acts Twenty-second General Assembly. This seal was attached to or impressed upon this certificate. While it would have been proper for the commissioners to have signed the certificate, yet in view of the provisions of the statute above referred to, it seems to us it would be going a long way in search of a technicality to say that such a certificate, signed by the secretary of the commissioners, in his official capacity, by their order and having the seal of the board attached, which we are required to notice, is not in law "a certificate of said railroad commissioners." The certificate is for the purpose of identifying the schedule as being the schedule of the commissioners. It does not prevent other means of identification; it is provided to the end that other means need not be resorted to unless a party so elects. The certificate does not make the schedule *prima facie* evidence, but, as we have said, is only for the purpose of establishing *prima facie* that the document offered is the schedule of the commissioners. The schedule, made in conformity to law, is, without more *prima facie* evidence, but it must be shown by the certificate, or otherwise, that it is a true copy of the schedule adopted by the commissioners. In this view, even if the certificate had been informal, or insufficient, the identity of the schedule itself not being questioned, the form of the certificate would be immaterial. *Chicago, Burlington & Quincy Railroad Company vs. Jones*, 37 N. E. Rep., 247.

5. It is contended that the classification and schedule adopted by the commissioners in 1888 was not in force during the time plaintiff's shipments were being made; that the federal court had enjoined the board of railway commissioners from publishing notice and putting the rates into effect.

If the classification and schedule did not become operative and effective until publication was made by the commissioners it is clear that they were not in force until after the dissolution of the injunction in February, 1889, as until that time the board was enjoined from publishing the notice. But section 17 of chapter 28, Acts of the Twenty-second General Assembly, expressly provides: "And in any event the original schedule of rates and classification of freights on all lines of railroads in Iowa shall be fixed and shall go into effect within sixty days from the taking effect of this act." The schedule and classification was made within the sixty days after the act took effect, and this provision of the law qualifies and controls the earlier provision regarding the publication of notice. This was an original schedule, and as to it the law was explicit that it should go into effect within the sixty days whether notice was given or not. By virtue, then, of the provisions of the law itself the schedule and classification, being the original one, went into effect without any further action on the part of the commissioners. The legislature had so declared, and its right so to do cannot be doubted. The fact that the commissioners were enjoined from publishing the notice, which was intended for the benefit of defendant and other companies to be affected by the classification and schedule, and the fact that the railroad companies did not regard the schedule and classification as being in force, if such was the fact, cannot have the effect of repealing or nullifying an express provision of the law fixing a time at which, in any event, said classification and schedule should go into effect. As the classification and schedule

went into effect without further action on the part of the commissioners, and as the injunction was directed to them, it was without force to defeat the operation of the schedule and classification. It is proper to say that counsel for appellant seem to place much reliance upon matters which do not appear in the record, and therefore cannot be considered.

6. Error is assigned upon the ruling of the court in excluding testimony offered by defendant as to the rate of charges made by other railroad companies for similar services; and in excluding testimony as to the value of defendant's road.

Evidence was admitted as to charges made by defendant in other states, but the court excluded evidence as to rates charged by other companies in other states, and other roads in this state. The questions asked touching these matters were very numerous, and cannot all be set out here. In each case, however, the offered testimony was properly excluded, because it was not shown that the circumstances and conditions were substantially the same as to the road inquired about as in the case at bar. One or two questions will serve to illustrate: "Will you state to the court the rates that were being charged at that time in the different states in the northwest, on the different roads?" "State what was the charge of the different roads in Iowa for the transportation of lime in 1888?" It requires no argument to show that the charges for carrying a like commodity on another road in Iowa, or elsewhere, would have no tendency to show the reasonableness of defendant's charges for a shipment of lime from Maquoketa to Sioux City, Iowa, unless the circumstances which must be taken into consideration in fixing the rateinquired about, are substantially the same as those applying to the road in controversy. The proper foundation for the introduction of such evidence, even if admissible, was not laid.

As to the exclusion of evidence as to the value of defendant's road, while much evidence of that nature was excluded still there was evidence admitted without objection, showing its value to be $30,000 per mile. As there was no evidence whatever to the contrary the ruling out of other evidence to the same effect cannot be considered error which worked to defendant's prejudice.

7.—In the fourth division of his charge to the jury the court said "and under the state to which your attention has been directed this schedule is presumptive evidence that such rate is a reasonable and just one, but it is not conclusive, and it is for you to say from all the evidence before you what is just and reasonable rate for transporting lime in carload lots from Maquoketa to Sioux City, Iowa, a distance of 350 miles on defendant's railroad."

It is said that this was error: that the statute making the commissioner's rates *prima facie* evidence of reasonableness is unconstitutional: that it impairs the right of trial by a jury. It does not appear that these objections were made to the court below and the rule is too well settled to need a citation of authorities that such questions if made for the first time in this court cannot be considered.

The court directed the jury in case it found for the plaintiffs to multiply the sum found as actual damages by three and to compute interest thereon and the total sum so made would be the amount of their verdict.

In so far as the instruction authorized the jury to add interest to their verdict it was erroneous.

The statute in these cases fixes the measure of recovery, and damages must be assessed as therein provided. No provision is made for interest and as the law allows juries to fix the amount of their verdict at three times the amount of the actual damage sustained, there is no reason to suppose that the legislature intended a further sum to be allowed as interest on said sum. *Brentner vs.Chicago, Milwaukee & St. Paul Railway Co.*, 68 Iowa 584. Defendant is not, however, in a position to avail itself of this error of the trial court.

This matter was not properly called to the attention of the district court; if it had been it might have been corrected. There was an exception noted to the instruction when given, but no mention was made of this particular error, either then or in the motion for a new trial. It is but fair to trial courts that such errors be particularly brought to their attention, and it is not enough that they may be embraced within a general exception to an instruction.

The motion for a new trial was grounded in part upon the claim that the damages were excessive, but this might relate as well to other reasons as because of the improper allowance of interest. The position of the trial court is a delicate and trying one and every reasonable opportunity should be afforded it to correct its errors.

8.—The jury specially found that the rate charged plaintiffs was unjust and unreasonable; that the rate fixed by the commissioners was just and reasonable; and that plaintiffs made a demand in writing upon defendants for a refunding more than fifteen days before they brought this suit.

It is urged that these findings in so far as they relate to the reasonableness of the rates were not warranted by the testimony. The evidence was conflicting, but there was ample to sustain the verdict and findings complained of. We are not authorized to set aside a verdict or findings which are properly supported by the evidence.

We have considered all the questions properly raised and argued and find no reversible error. The statute allowing a recovery in such cases provides that this court shall allow a reasonable sum as counsel or attorney's fees to be taxed and collected as a part of the costs in the case. Acts Twenty-second General Assembly, chapter 28, section 9.

The sum of $200.00 is therefore allowed to plaintiff's attorneys for their fees in defending in this appeal.

Affirmed.

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APPENDIX.

APPENDIX.

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EIGHTEENTH ANNUAL REPORT

OF THE

Board of Railroad Commissioners

FOR THE YEAR ENDING JUNE 30, 1895.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

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