

TWENTY-SIXTH ANNUAL REPORT

OF THE

# Board of Railroad Commissioners

FOR THE

YEAR ENDING JUNE 30, 1903.

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STATE OF IOWA.

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STATE OF IOWA,  
BOARD OF RAILROAD COMMISSIONERS,  
DES MOINES.

To the Honorable A. B. CUMMINS, Governor of the State of Iowa:

As provided by law, we herewith submit to you the Twenty-sixth Annual Report of the Board. This report will contain the usual statistical tables, the opinions of the Commission upon matters presented to it for adjudication and a record of all inspections, hearings before the Board and a brief history of each case adjusted.

The work of this department has enlarged to a material degree within the past few years; the correspondence of the office having increased more than one third.

The law provides that certain statistical information concerning each and every railroad company doing business in Iowa shall be contained in the report of this Board. This we have tried to furnish as completely as the reports furnished us by the railroad companies will permit.

The statistical tables following this report will contain the information referred to.

CONDITION OF RAILWAY COMPANIES.

In many parts of Iowa during the past year, railroad companies, in common with other interests of the State, were heavy sufferers from the floods. Bridges were washed away; roadbeds loosened and in many cases destroyed; ballasting that had taken years to perfect was swept away; yet uniformly the railroad companies made every effort to keep traffic moving and to repair damage as soon as the waters subsided. In spite of the large amount of money required to make necessary repairs, the companies are still expending large sums of money for permanent improvements in Iowa. For years the Commissioners

have been urging upon railway companies the necessity of better road bed and track, straighter lines and lesser grades in order to enhance the safety of transportation and to reduce the cost of the same.

#### INTERLOCKING SWITCH SYSTEM.

The railway companies are still constructing interlocking switches at their crossings at grade as evidenced by the following list of those placed the past year:

Sabula drawbridge (change in)	crossing of Mississippi river by C., M. & St. P.
Rowan	crossing C. G. W. and B., C. R. & N.
Arion	" C., M. & St. P., C. & N.-W. and Ft. D. & Omaha.
Hicks	" C. & N.-W. and C. G. W.
Iowa Falls	" Ill. Cent. & C., R. I. & P.
Cambridge	" C., M. & St. P. & D. M., I. F. & N.
Washington	" C., M. & St. P. & C., R. I. & P.
Capron	" C., M. & St. P., and Iowa Cent.
Manly Junction	" C. G. W., C., R. I. & P. and Iowa Cent.
Moorlaud	" M. C. & Ft. D. and C., R. I. & P.
Somers	" C., R. I. & P. and M. C. & Ft. D.
Lohryville	" M. C. & Ft. D., C. & N.-W. and C., M. & St. P.
Gowrie	" C. & N.-W., N. & N.-W. and C., R. I. & P.
Linby	" C., M. & St. P. and C., B. & Q.
Cambridge	" (change in) C., M. & St. P., D. M. I. F. & N. and N. & N.-W.

Keithsburg drawbridge crossing of Mississippi river by Iowa Central.

#### NEW LINES IN IOWA.

During the past year about three hundred and forty miles of railway have been built in Iowa. This has been constructed mainly by the Chicago Great Western, the Chicago, Milwaukee & St. Paul and the Des Moines, Iowa Falls and Northern railway companies. In all cases the work done has been of a high order both as to roadbed and bridges, so that the new lines compare very favorably with those that have been built many years.

#### HIGHWAY AND FARM CROSSINGS.

In its report for the year 1900 the board said:

"It has been the object and purpose of the railway companies, among other things, to strengthen and render more safe and substantial the roadbed and track throughout the State. In many instances the excavations and obstructions caused thereby have interfered with the view of approaching trains over highway crossings, and these new conditions are making the same more or less hazardous.

"With reference to the farm crossings, many wooden trestles and other structures that from an early day, in addition to acting as water ways through the railway company's embankments, have been used as under farm crossings, are now being replaced with stone and other substantial construction, which, in many instances, has had the effect of destroying the under farm crossings.

"It has been the uniform policy of this Board to encourage under or overhead highway and private crossings, where the conditions were feasible and the expense thereof not unreasonable.

"While the supreme court of this State has held, in several cases, that a grade crossing is the rule within this State, yet we believe that the time is not far distant when such decisions may be modified.

"As we have said in our last report, private or public crossings at grade may have heretofore been reasonably safe, yet, where the conditions are so changed, that is, obstructions along the company's right of way which may interfere more or less with the view of approaching trains, the increased number of trains and the greater speed thereof, rendering such crossings more hazardous and dangerous to the lives of those using the highway, as well as the traveling public and the employes of the railway company, together with the increased number of such grade crossings, a different and more liberal and reasonable rule may be required in order that such crossings may be reasonably safe."

This Commission is still of the opinion expressed in the foregoing.

#### ANNUAL CONVENTION OF RAILROAD COMMISSIONERS.

The Annual Convention of Railroad Commissioners, with the Interstate Commerce Commission, was held in Portland, Maine, July 13 to 18, 1903. All the members of this board with the secretary were in attendance. The convention this year was very largely attended, many papers were read indicating the work performed by commissioners in different states of the Union that are certain to be of great benefit to all who have in charge the supervision of railways under statutory authority. The Iowa Commission still maintains its high standing in national convention, having practically a permanent place upon the committee of statistics, one of the most important. This committee determines the form for the annual reports of railway companies to either State or national commissions and the proper classification of different items entering into railroad accounts. This year Commissioner David J. Palmer was chairman of the committee of "Taxation of railroads" and submitted a report in behalf of that committee that was commented upon by eastern papers.

INTERURBAN RAILWAYS.

Many new interurban lines have been projected and no doubt, as soon as eastern capital can be induced to see that the construction of such lines is a good investment, many of these projected lines will be built. The line operated between Des Moines and Colfax has proven a good investment and is popular with the traveling public.

FREIGHT RATES IN IOWA.

We take pleasure in calling the attention of the shippers of this State to a tabulated statement compiled by the railroad commissioners of Texas, wherein is compared the commissioners' rates in Iowa with the rates obtaining in other nearby states. We herewith quote from the statement mentioned:

COMPARISON OF LOCAL CLASS RATES IN TEXAS WITH THOSE IN EFFECT IN OTHER STATES NAMED.

Texas. .... Rates quoted from Current Class Tariff  
 Kansas, Indian and  
 Oklahoma Territories..... Rates quoted from Santa Fe System Tariff 6642  
 Missouri..... Rates quoted from Santa Fe System Tariff 7505  
 Iowa..... Iowa Commission's Report for 1901

RATES IN CENTS PER 100 POUNDS.

Miles.	States.	Less than Car Loads.				Car Loads.					
		1	2	3	4	5	A	B	C	D	E
20	Texas .....	17	15	13	11	9	10	8	6	6	5
	Kan., I. & O.T.	20	17	15	13	9	9	8	7	5	4
	Missouri .....	23	19	15	12	10	10	9	8	7	5
	Iowa .....	16.4	13.94	10.94	8.2	5.74	5.8	5.74	4.92	4.1	3.25
30	Texas .....	20	18	16	14	12	13	11	9	7	6
	Kan., I. & O.T.	24	21	19	15	11	11	9	8	6	4.5
	Missouri .....	27	22	17	14	11	11	10	8	7	6
	Iowa .....	17.6	14.96	11.78	8.8	6.16	6.2	6.16	5.28	4.4	3.52
40	Texas .....	24	22	20	19	16	17	14	11	9	7
	Kan., I. & O.T.	28	25	21	19	15	15	13	10	8	5
	Missouri .....	31	25	19	15	12	12	11	9	8	6
	Iowa .....	18.8	15.96	12.5	9.4	6.58	6.6	6.58	5.64	4.7	3.76
50	Texas .....	27	25	23	21	18	19	16	13	11	8
	Kan., I. & O.T.	32	29	25	21	15	15	11	9	7	5.5
	Missouri .....	35	27	20	15	12	13	11	10	8	6
	Iowa .....	20	17	13.34	10	7	7.05	7	6	5	4
60	Texas .....	30	28	24	24	19	20	17	14	12	9
	Kan., I. & O.T.	36	32	28	23	17	17	12	10	8	6
	Missouri .....	39	29	22	16	13	14	12	10	9	7
	Iowa .....	20.8	17.68	13.87	10.4	7.28	7.4	7.28	6.24	5.2	4.16
70	Texas .....	34	31	29	27	21	22	19	16	13	10
	Kan., I. & O.T.	40	36	31	25	19	19	16	11	8	6.5
	Missouri .....	41	31	23	18	14	14	13	11	9	7
	Iowa .....	21.6	18.36	14.4	10.8	7.56	7.8	7.56	6.48	5.4	4.32
80	Texas .....	37	34	32	30	23	24	21	18	14	11
	Kan., I. & O.T.	44	40	34	27	22	21	14	12	8	7
	Missouri .....	48	32	25	19	15	15	13	11	10	8
	Iowa .....	22.4	19.04	14.94	11.2	7.84	8.2	7.84	6.72	5.6	4.48
90	Texas .....	40	37	35	32	24	25	22	19	15	12
	Kan., I. & O.T.	48	42	36	29	25	23	15	13	9	7
	Missouri .....	45	34	26	20	16	16	14	12	10	8
	Iowa .....	23.2	19.72	15.47	11.6	8.12	8.6	8.12	6.96	5.8	4.64
100	Texas .....	44	41	38	35	26	27	24	21	16	13
	Kan., I. & O.T.	52	44	38	31	27	24	16	14	10	7.5
	Missouri .....	46	36	27	21	17	17	15	13	11	9
	Iowa .....	24	20.4	16	12	8.4	9	8.4	7.2	6	4.8
110	Texas .....	47	44	40	38	28	29	26	23	17	14
	Kan., I. & O.T.	55	46	40	33	29	25	17	15	11	8
	Missouri .....	47	38	28	22	18	18	15	13	11	9
	Iowa .....	25.6	21.88	16.7	12.66	8.98	9.7	8.86	7.6	6.34	5.12
120	Texas .....	50	47	43	41	29	30	27	24	18	15
	Kan., I. & O.T.	57	48	43	35	31	26	19	16	12	9
	Missouri .....	48	38	28	23	18	18	15	14	11	9
	Iowa .....	27.2	22.86	17.4	13.82	9.56	10.4	9.82	8	6.68	5.44

COMPARISON OF LOCAL CLASS RATES—CONTINUED.

THE BLOCK SYSTEM.

Miles.	States.	Less than Car Loads.				Car Loads.					
		1	2	3	4	5	A	B	C	D	E
130	Texas	53	49	45	43	31	32	29	25	18	15
	Kan., I. & O. T.	59	50	45	38	33	27	19	17	12	9.5
	Missouri	49	38	28	23	19	19	15	14	11	10
	Iowa	28.8	23.34	18.1	13.98	10.14	11.1	9.78	8.4	7.02	5.76
140	Texas	55	51	46	44	32	33	30	26	19	16
	Kan., I. & O. T.	61	52	47	39	34	28	20	18	12	10
	Missouri	50	39	29	24	19	20	16	14	11	10
	Iowa	30.4	24.32	18.8	14.64	10.72	11.8	10.24	8.8	7.36	6.08
150	Texas	58	54	49	47	33	34	31	27	19	16
	Kan., I. & O. T.	63	55	49	40	35	29	21	19	13	10.5
	Missouri	51	39	29	24	19	21	16	14	12	10
	Iowa	32	25.3	19.5	15.3	11.3	12.5	10.7	9.2	7.7	6.4
160	Texas	60	56	51	49	34	35	32	28	20	16
	Kan., I. & O. T.	65	57	52	41	36	30	22	20	14	11
	Missouri	52	39	29	24	19	21	16	15	12	10
	Iowa	33.6	26.28	20.2	15.96	11.88	13.18	11.16	9.58	8.04	6.72
170	Texas	63	58	52	50	36	37	34	29	20	16
	Kan., I. & O. T.	67	59	54	42	37	31	23	20	14	11
	Missouri	53	40	30	25	20	22	17	15	12	11
	Iowa	35.2	27.26	20.9	16.62	12.46	13.86	11.62	9.96	8.38	7.04
180	Texas	65	60	54	52	37	38	35	29	21	16
	Kan., I. & O. T.	69	61	56	44	39	32	24	21	15	11.5
	Missouri	54	40	30	25	20	22	17	15	12	11
	Iowa	36.8	28.24	21.6	17.28	13.04	14.54	12.08	10.34	8.72	7.36
190	Texas	68	63	57	55	38	39	36	30	21	16
	Kan., I. & O. T.	71	63	57	45	40	33	25	21	15	11.5
	Missouri	55	40	30	25	20	22	17.5	15	12.5	11
	Iowa	38.4	29.22	22.3	17.94	13.62	15.22	12.45	10.72	9.06	7.68
200	Texas	70	65	58	56	39	40	37	31	22	17
	Kan., I. & O. T.	73	65	58	46	41	34	26	22	16	12
	Missouri	55	40	30	25	20	22.5	17.5	15	12.5	11
	Iowa	40	30.2	23	18.6	14.2	15.9	13	11.1	9.39	8
220	Texas	74	68	59	57	41	42	38	32	22	17
	Kan., I. & O. T.	75	67	60	48	43	36	28	23	17	12.5
	Missouri	59	44	34	27	22	24	19	17	14	12
	Iowa	43.2	32.16	24.4	19.89	15.36	17.22	13.9	11.88	10.03	8.6
240	Texas	78	71	60	58	43	44	40	34	23	17
	Kan., I. & O. T.	77	69	62	50	45	38	30	24	18	13
	Missouri	63	48	38	29	24	26	21	19	16	13
	Iowa	46.4	34.12	25.8	21.16	16.52	18.54	14.8	12.66	10.67	9.2
260	Texas	80	72	60	59	44	46	40	34	23	17
	Kan., I. & O. T.	79	71	64	52	47	40	32	25	19	14
	Missouri	67	52	42	31	26	28	23	21	18	14
	Iowa	49.6	36.08	27.2	22.44	17.68	19.86	15.7	13.44	11.31	9.8

The Commissioners are very much pleased to see railway companies adopting the Block System. By the use of this system collisions are made practically impossible and, of course, the safety of the traveling public and the safe handling of property greatly enhanced. The Commissioners are not familiar at this writing with the expense incident to installing the Block System, but we do not believe the cost is so great that the prosperous railway companies of Iowa may not be able, within the near future, to equip their lines with the same.

GENERAL OBSERVATIONS.

While, as has been said, the work of this department has materially increased, we are pleased to say it is not due either to a desire on the part of the citizens of this State for unnecessary contention or on the part of the railway companies, in the main, to evade the duty they owe the public. In fact, the Commissioners take some satisfaction in the conditions as they are at the present time, as they have always endeavored to adjust the differences coming before them without recourse to formal orders or litigation. There has been no litigation upon matters of railroad control in Iowa for several years. There seems to be now an era of better understanding between the people and the railways. Of course, cases are brought to the attention of the Board where the remedy sought would not be justified on the showing made. In other cases the railway companies have insisted upon what they deemed their legal rights, ignoring, for a time, the advisability of adjusting such cases. In practically all such instances, however, the Commissioners have been able, by getting the complainant and the officials of the railway company together, to bring about an amicable adjustment with a continuance of good feeling. The Commissioners believe this to be a better method of adjusting complaints and more satisfactory to all concerned than to make formal orders after formal hearings. It will be noted, by looking over the large number of cases reported in this volume, how far successful the efforts of the Board along these lines have been.

COMPARATIVE STATISTICS.

We continue in this report our former comparative statistical tables, bringing them up to the present time. These include for the State of Iowa number of miles of railway, the earnings, operating expenses, net earnings per mile of road, number of railroad employes and the amount paid for their services; the number of cars used and the number of the same equipped with automatic couplers and train brakes; the total number of employes killed and injured while coupling cars or falling from trains and the total number of passengers, employes and others killed and injured:

COMPARATIVE EARNINGS AND OPERATIVE EXPENSES, IOWA, INCLUDING MILEAGE AND EARNINGS PER MILE.

Year.	Mileage, excluding trackage rights.	Earnings.	Expenses.	Net earnings.	Net earnings per mile of road.
1878	4,157.15	\$ 20,714,496.07	\$ 12,565,950.28	\$ 8,148,545.84	\$1,960.12
1879	4,596.04	21,340,709.44	12,904,420.92	8,436,288.52	1,925.88
1880	4,977.01	24,897,545.35	18,982,658.77	10,854,891.58	2,181.00
1881	5,425.98	28,452,181.91	16,788,404.89	11,663,777.52	2,149.63
1882	6,337.48	32,023,966.08	20,512,898.05	11,511,572.98	1,816.44
1883	7,014.95	34,458,354.77	22,827,450.50	11,605,904.27	1,654.45
1884	7,249.25	35,733,271.85	23,250,916.03	12,484,355.82	1,654.45
1885	7,478.48	36,123,587.45	23,093,581.04	13,080,006.41	1,742.84
1886	7,564.67	36,093,108.54	23,931,555.10	13,161,551.44	1,739.87
1887	7,997.50	37,529,780.62	24,152,990.71	13,376,739.91	1,672.59
1888	8,346.31	37,295,586.68	23,297,163.92	10,998,422.76	1,377.73
1889	8,346.00	37,133,899.75	25,286,309.80	11,852,090.45	1,420.19
1890	8,412.72	41,818,183.69	27,296,282.83	14,021,849.78	1,666.75
1891	8,418.16	48,102,899.85	28,689,292.77	14,408,108.58	1,719.15
1892	8,407.34	*37,405,473.22	*25,076,828.00	*12,828,645.22	1,466.41
1893	8,401.76	45,008,680.51	32,622,594.42	12,381,066.09	1,474.81
1894	8,489.88	40,699,679.92	23,020,531.08	12,679,148.89	1,493.56
1895	8,486.86	35,835,910.47	24,726,072.45	11,109,838.02	1,309.25
1896	8,495.07	41,841,292.55	28,735,652.59	13,105,639.96	1,542.85
1897	8,478.63	38,269,503.04	25,536,714.88	12,992,788.66	1,513.54
1898	8,484.16	45,944,596.00	29,818,081.67	16,125,514.33	1,901.84
1899	8,514.51	48,466,158.44	31,476,771.63	16,986,386.76	1,994.64
1900	8,171.49	52,074,571.77	35,409,424.92	16,665,146.79	1,815.04
1901	9,353.90	54,764,635.95	37,449,971.10	17,314,664.85	1,851.06
1902	9,485.22	59,170,528.84	39,876,450.47	19,294,045.87	2,034.12
1903	9,496.00	57,159,088.09	40,752,847.60	16,433,235.49	1,750.55

\* Three C., B. & Q. lines not reporting.

COMPENSATION OF RAILROAD EMPLOYEES IN IOWA.

Year.	Number.	Yearly compensation.	Average daily compensation.
1878	18,518	..	..
1879	15,841	..	..
1880	18,985	..	..
1881	21,974	..	..
1882	17,273	\$3,329,810.31	\$ 1.72
1883	27,112	13,164,288.07	1.55
1884	26,781	13,970,661.65	1.66
1885	25,666	13,628,067.66	1.69
1886	25,761	13,677,780.53	1.69
1887	29,088	15,146,284.84	1.66
1888	20,794	16,235,848.81	1.68
1889	24,642	14,212,560.27	1.67
1890	24,351	16,218,188.69	2.12
1891	27,589	16,264,938.45	1.88
1892	30,192	17,870,915.89	1.89
1893	31,127	16,889,873.88	1.68
1894	29,808	16,878,740.81	1.73
1895	24,107	14,168,803.85	1.87
1896	23,165	16,052,796.79	1.82
1897	28,690	15,157,519.49	1.81
1898	30,009	17,280,215.01	1.83
1899	32,885	18,406,338.76	1.82
1900	37,696	21,868,819.56	1.89
1901	37,836	22,253,822.79	1.88
1902	40,636	23,115,065.42	1.82
1903	42,484	24,688,568.17	1.88

\* No data.

AUTOMATIC COUPLERS AND TRAIN BRAKES.

Number of cars equipped and number of employes and accidents to employes from coupling cars and falling from trains.

Year.	Number of all cars.	Equipped with automatic couplers.	Equipped with power or train brake.	Number of employes.	Number killed coupling cars.	Number injured coupling cars.	Number killed falling from trains.	Number injured falling from trains.
1878	29,057	..	..	18,518	..	..	..	..
1879	31,584	..	..	15,841	..	..	..	..
1880	54,451	..	..	18,985	..	..	..	..
1881	67,510	..	..	21,974	..	..	..	..
1882	85,206	..	1,591	17,273	16	182	81	57
1883	98,103	..	1,814	27,112	16	98	83	42
1884	103,837	..	1,917	26,781	8	109	10	57
1885	102,885	..	2,200	25,666	18	174	16	84
1886	103,178	..	2,164	25,761	10	128	25	88
1887	91,097	..	2,545	29,088	9	184	23	39
1888	118,975	..	1,964	20,794	19	240	32	52
1889	120,757	4,210	8,686	24,642	8	149	5	44
1890	127,464	9,194	10,422	24,351	14	208	17	53
1891	150,103	18,178	14,895	27,589	18	242	23	62
1892	149,731	84,815	29,047	30,192	14	196	23	66
1893	142,780	49,871	89,296	31,127	10	196	22	68
1894	127,171	46,558	87,784	29,808	7	91	17	32
1895	153,721	58,862	58,078	24,107	5	80	20	37
1896	132,529	70,718	87,050	23,165	6	97	19	35
1897	171,909	101,851	90,684	28,690	7	80	14	65
1898	176,065	142,638	105,823	30,009	4	75	18	50
1899	190,780	180,505	127,907	32,885	12	72	12	64
1900	200,814	188,656	134,691	37,696	8	59	20	59
1901	211,883	210,464	158,712	37,836	6	52	21	100
1902	237,239	236,276	188,712	40,636	4	49	6	66
1903	237,127	264,539	217,072	42,484	11	88	27	87

## ACCIDENTS TO PERSONS IN IOWA.

Year.	Killed.			Injured.		
	Passengers.	Employees.	Others.	Passengers.	Employees.	Others.
1878	20	29	31	51	137	85
1879	2	42	40	12	103	39
1880	5	37	38	9	140	34
1881	7	67	34	17	146	31
1882	7	89	69	60	502	72
1883	4	82	65	25	255	50
1884	6	72	51	47	343	59
1885	9	72	75	89	720	66
1886	8	61	62	35	336	74
1887	8	59	65	28	554	58
1888	10	101	69	77	564	86
1889	4	85	83	25	442	46
1890	9	73	69	67	579	101
1891	5	82	91	80	601	92
1892	23	80	76	64	258	77
1893	17	81	79	78	632	64
1894	7	48	90	62	367	62
1895	4	47	82	39	330	74
1896	6	36	94	62	411	84
1897	27	40	90	81	291	86
1898	5	44	114	30	301	70
1899	14	62	95	101	348	128
1900	9	70	143	82	449	136
1901	7	65	151	104	636	142
1902	9	84	120	104	853	129
1903	7	100	148	169	1,001	147

## ORGANIZATION OF BOARD.

On January 5, 1903, Edward A. Dawson, of Bremer county, having been re-elected Railroad Commissioner, qualified, and the board organized by the election of Commissioner David J. Palmer, chairman and Dwight N. Lewis, secretary for the ensuing year. T. H. Boylan was appointed clerk for the same period.

Respectfully submitted,

DAVID J. PALMER,  
ED C. BROWN,  
EDWARD A. DAWSON.

Attest:

DWIGHT N. LEWIS, Secretary.

Des Moines, Iowa, December 7, 1903.

## COMPILED RETURNS

OF THE

## RAILWAY COMPANIES.

TABLE No. 1—CAPITAL STOCK.

Railroads.	Number of Shares Authorized.		Par Value.		Total Par Value Authorized.		Total Amount Issued and Outstanding.		Dividends Declared During Year.				
	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.		Preferred.		
									Rate.	Amount.	Rate.	Amount.	
Ames & College	800		\$ 25		\$ 20,000								
Atchison, Topeka & Santa Fe	1,020,000	1,314,880	100	\$100	102,000,000	\$ 131,488,000	\$ 102,000,000.00	\$ 131,488,000.00	4	\$ 4,080,000.00	5	\$ 8,574,360.00	
Chicago, Burlington & Quincy	1,103,891		100		110,389,100		110,389,100.00		7	7,758,455.25			
Chicago Great Western	500,000	550,000	100	100	50,000,000	55,000,000	29,921,045.00	46,978,679.00	4	* 1,025,688.83	5	568,620.00	
Mason City & Fort Dodge	50,000		100		5,000,000		920,000.00						
Wisconsin, Minnesota & Pacific	52,050		100		10,000,000		4,060,000.00						
Chicago, Milwaukee & St. Paul			100	100			58,183,900.00	47,724,400.00	7½	4,963,792.50	7	3,291,888.00	
Chicago & North Western	† 1,000,000		100	100	† 100,000,000		† 53,084,475.97	† 22,898,954.56	7	3,060,414.00	8	1,791,600.00	
Chicago, Iowa & Dakota	† 20,000		100	100	† 2,000,000		234,800.00	126,700.00					
Chicago, St. P., Minneapolis & O	360,000	200,000	100	100	30,000,000	20,000,000	21,408,293.33	12,646,833.20	8	1,113,800.00	7	787,976.00	
Fremont, Elkhorn & Mo. Valley													
Chicago, Rock Island & Pacific	750,000		100		75,000,000		74,817,100.00		6¾	4,930,756.00			
Colfax Northern	1,200		100		120,000		60,000.00						
Crooked Creek	5,000		100		500,000		225,000.00						
Davenport, Rock Island & N. W.		80,000		100		3,000,000		3,000,000.00					
Des Moines, Iowa Falls & North'n	12,000		100		1,200,000		59,750.00						
Des Moines Union	20,000		100		2,000,000		400,000.00						
Dubuque & Sioux City (Ill. Cent.)	150,000		100		15,000,000		11,499,500.00						
Iowa Central	110,000	74,000	100	100	11,000,000	7,400,000	8,521,988.48	5,674,226.34					
Albia & Centerville	4,000		100		400,000		400,000.00						
Manchester & Nevada	7,500		10		75,000								
Minneapolis & St. Louis	60,000	40,000	100	100	6,000,000	4,000,000	6,000,000.00	4,000,000.00	5	800,000.00	5	200,000.00	
Muscatine Nor. & South	4,590		100		450,000		450,000.00						
Newton & Northwestern	900		100		2,000,000		90,000.00						
Tabor & Northern	2,400		50		120,000		25,800.00						
Union Pacific	1,961,787	1,000,000	100	100	196,178,700	100,000,000	108,772,900.00	99,560,100.00	4	4,350,692.00	4	3,982,592.00	
Wabash	280,000	240,000	100	100	28,000,000	24,000,000	28,000,000.00	24,000,000.00					
Willmar & Sioux Falls	100,000		100		10,000,000		7,000,000.00		4	280,000.00			
<b>Total</b>	<b>7,520,528</b>	<b>3,448,860</b>			<b>\$ 757,902,800</b>	<b>\$ 344,886,000</b>	<b>\$ 626,998,147.78</b>	<b>\$ 397,596,893.19</b>		<b>\$ 31,263,103.08</b>		<b>\$ 17,196,771.00</b>	

\* Debenture. † Common and preferred. ‡ Including stock of proprietary roads.



TABLE No. 2-CAPITAL

Railroads.	Amount of Stock Per Mile of Road.		Stock repre-enting roads in Iowa.	Amount of stock held in Iowa.	Number of Stock-holders.	
	Miles.	Amount.			Total.	In Iowa.
Ames & College	1.98	\$ 10,101.01	\$ 20,000.00	\$ 19,000	34	32
Atchison, Topeka & Santa Fe	8,048.10	29,011.00		329,900	14,542	48
Chicago, Burlington & Quincy	8,095.69	13,891.12	† 18,576,638.16	28,800	459	8
Chicago Great Western	846.18	90,878.00	42,000,537.94			
Mason City & Fort Dodge	126.73	7,259.00	920,000.00			
Wisconsin, Minnesota & Pacific	271.00	14,981.00	352,053.50			
Chicago, Milwaukee & St. Paul	8,682.57	15,848.48	† 28,446,969.89	184,600	5,252	10
Chicago & North-Western	7,267.86	10,866.64	† 16,112,665.23	315,100	4,109	10
Chicago, Iowa & Dakota	26.40	18,698.00	361,500.00	100	8	1
Chicago, St. P., Minneapolis & O.	1,523.89	22,344.21	† 1,685,760.86	10,000	1,015	1
Fremont, Elkhorn & Mo. Valley						
Chicago, Rock Island & Pacific	3,244.56	23,059.00				
Colfax Northern	6.90	10,000.00	60,000.00	60,000	5	5
Crooked Creek	17.81	12,777.45	225,000.00	68,900	14	4
Davenport, Rock Island & N. W.	46.76	64,157.40	221,407.85		9	
Des Moines, Iowa Falls & Northern	70.00	853.57	59,753.00	57,750	19	19
Des Moines Union	4.00	100,000.00	400,000.00	250,000	12	8
Dubuque & Sioux City (Ill. Cent.)	757.52	15,180.46	10,710,420.00	800	30	8
Iowa Central	502.27	23,264.00	11,676,382.58	11,800	678	8
Albia & Centerville	24.44	16,366.61	400,000.00	18,200	7	1
Manchester & Oneida	8.00	9,375.00	75,000.00			
Minneapolis & St. Louis	631.73	15,830.00	3,372,000.00		494	
Muscatine North & South	28.67	15,696.00	450,000.00			
Newton & Northwestern	21.00	4,285.71	90,000.00			
Tabor & Northern	8.79	2,878.27	25,300.00	25,300	43	43
Union Pacific	2,962.74	70,317.67		187,700	13,960	23
Wabash	1,962.10	26,502.22	5,390,552.55			
Willmar & Sioux Falls	433.41	16,150.98			6	
<b>Total</b>	<b>48,619.50</b>	<b>\$ 141,617,918.05</b>			<b>40,716</b>	<b>220</b>

† Mileage basis.

STOCK-CONTINUED.

Number of Shares Issued.								Total.	Total cash realized.
For Cash.		For Construction.		For Reorgani-zation.		For Other Pur-poses.			
Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.		
20						*1,019,980	*1,314,860	2,334,800	\$ 2,300.00
								768,997	12,450,694.74
		9,200						9,200	
		20,600		20,000				40,600	4,060,000.00
								1,059,033	33,128,158.87
								754,834	12,152,908.27
		8,615						8,615	
								340,501	4,314,717.73
282,755				419,600				748,171	74,817,100.00
						45,816		600	60,000.00
117		598				1,535		2,250	
	30,000							30,000	3,000,000.00
		598						598	59,750.00
\$ 4,000								4,000	400,000.00
				79,996		34,999		114,995	11,499,500.00
				85,201	56,728			141,927	
				4,000				4,000	
900								900	22,500.00
237		119						508	25,800.00
20				609,980	750,000	477,729	245,601	2,088,890	2,000.00
				230,000	240,000			520,000	52,000,000.00
55,010	14,990							70,000	7,000,000.00
343,059	30,000	49,720		1,498,777	1,046,728	1,580,809	1,580,461	9,032,967	\$ 214,994,927.11

\* Purchase of the property of the Atchison, Topeka & Santa Fe Railroad Company.

† Purchase of Iowa Northern Railway.

‡ Common and preferred.

TABLE No. 3—DEBT.

Railroads.	Mortgage Bonds.						
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Average rates.	Interest.	
						Amount accrued during year.	Amount paid during year.
Ames & College.....					4		
Atchison, Topeka & Santa Fe.....	\$ 198,540,500.00	\$ 187,292,500.00	\$ 152,702,250.00	\$ 24,606,016.00	4	\$ 5,922,811.91	\$ 5,849,780.74
Chicago, Burlington & Quincy.....	187,215,000.00	187,215,000.00	154,323,000.00		5	7,315,400.38	7,322,191.24
Chicago Great Western.....							
Mason City & Fort Dodge.....	1,380,000.00	1,380,000.00	1,380,000.00		6	82,800.00	
Wisconsin, Minnesota & Pacific.....	5,524,000.00	5,524,000.00			4	158,000.00	
Chicago & North-Western.....	298,199,000.00	119,011,000.00	104,816,500.00	57,108,559.08	5	6,114,080.75	5,221,202.33
Chicago, Iowa & Dakota.....	1,290,000.00	397,000.00	264,000.00		4	9,840.00	9,840.00
Chicago, St. Paul, Minneapolis & Omaha.....	42,229,800.00	28,999,800.00	27,801,800.00	11,748,000.08	5	1,474,011.01	1,471,689.93
Fremont, Elkhorn & Missouri Valley.....							
Chicago, Rock Island & Pacific.....	112,500,000.00	71,716,000.00	71,716,000.00	71,898,145.00	4	3,098,040.00	1,539,320.00
Colfax Northern.....	60,000.00	60,000.00	60,000.00	60,000.00	5	3,000.00	3,000.00
Crooked Creek.....							
Davenport, Rock Island & Northwestern.....	940,000.00	910,000.00	70,000.00	847,000.00	5		
Des Moines, Iowa Falls & Northern.....	800,000.00	871,000.00	871,000.00	871,000.00	5	31,550.00	33,550.00
Des Moines Union.....	8,930,000.00	8,730,000.00	8,730,000.00	8,730,000.00	6	392,500.00	392,500.00
Dubuque & Sioux City (Illinois Central).....	32,680,000.00	11,649,544.91	11,649,544.91	3,542,206.70	4 1/2	519,543.33	519,543.33
Albia & Centerville.....							
Manchester & Oneida.....	65,000.00	65,000.00	65,000.00	62,000.00	5	3,160.00	3,250.00
Minneapolis & St. Louis.....	44,221,000.00	18,680,000.00	18,480,000.00	11,108,000.00	5	880,980.00	880,980.00
Muscatine North & South.....	450,000.00	450,000.00	450,000.00		5	10,575.00	
Newton & Northwestern.....							
Tabor & Northern.....	80,000.00	50,000.00	50,000.00	40,000.00	5	2,600.00	2,500.00
Union Pacific.....	200,000,000.00	200,000,000.00	187,287,000.00		4	7,515,810.00	7,475,870.00
Wabash.....	85,270,000.00	68,168,000.00	61,949,000.00		5	3,033,438.10	3,248,438.10
Willmar & Sioux Falls.....	3,646,080.00	3,646,000.00	3,646,000.00	3,646,000.00	5	182,300.00	182,175.00
<b>Total.....</b>	<b>\$ 1,119,452,880.00</b>	<b>\$ 917,564,844.91</b>	<b>\$ 857,328,491.91</b>	<b>\$ 192,168,957.49</b>		<b>\$ 41,895,068.08</b>	<b>\$40,302,758.17</b>

TABLE NO. 4.—DEBT—CONTINUED.

Railroads.	Miscellaneous Obligations.						
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Rates.	Interest.	
						Amount accrued during year.	Amount paid during year.
Ames & College.....							
Atchison, Topeka & Santa Fe.....							
Chicago, Burlington & Quincy.....	\$ 1,725,000.00	\$ 1,725,000.00	\$ 1,725,000.00		7	\$ 120,750.00	\$ 120,750.00
Chicago Great Western.....							
Mason City & Fort Dodge.....							
Wisconsin, Minnesota & Pacific.....							
Chicago & North-Western.....	68,000,000.00	61,682,000.00	57,404,000.00	57,066,040.81	4 1/2	2,740,435.01	1,439,800.00
Chicago, Iowa & Dakota.....							
Chicago, St. Paul, Minneapolis & Omaha.....							
Fremont, Elkhorn & Mo. Valley.....	24,000,000.00	24,885,000.00	23,480,000.00	24,888,412.50	4	987,284.07	966,700.00
Colfax Northern.....							
Crooked Creek.....							
Davenport, Rock Island & Northwestern.....							
Des Moines, Iowa Falls & Northern.....							
Des Moines Union.....	18,000,000.00	18,428,000.00	18,428,000.00	18,428,000.00	3 1/2	397,000.00	397,000.00
Dubuque & Sioux City (Illinois Central).....							
Iowa Central.....							
Albia & Centerville.....							
Manchester & Oneida.....							
Minneapolis & St. Louis.....							
Muscatine North & South.....							
Newton & Northwestern.....							
Tabor & Northern.....							
Union Pacific.....							
Wabash.....							276.50
Willmar & Sioux Falls.....							
<b>Total.....</b>	<b>\$ 108,725,000.00</b>	<b>\$ 98,697,000.00</b>	<b>\$ 93,104,000.00</b>	<b>\$ 92,979,462.81</b>		<b>\$ 4,215,439.08</b>	<b>\$ 2,397,526.50</b>



TABLE NO. 6—FUNDED DEBT—CONTINUED.

Railroads.	Grand Totals.					
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Interest accrued during year.	Interest paid during year.
Ames & College.....						
Atchison, Topeka & Santa Fe.....	\$ 300,068,500.00	\$ 249,020,500.00	\$ 231,930,250.00	\$ 52,205,016.66	\$ 9,134,485.24	\$ 9,123,345.24
Chicago, Burlington & Quincy.....	188,940,000.00	188,940,000.00	156,050,900.00		7,436,150.58	7,442,941.24
Chicago Great Western.....						
Mason City & Fort Dodge.....	1,380,000.00	1,380,000.00	1,380,000.00		82,800.00	
Wisconsin, Minnesota & Pacific.....	5,524,000.00	5,524,000.00			153,400.00	
Chicago, Milwaukee & St. Paul.....			123,754,500.00		6,101,335.00	6,146,980.00
Chicago & North-Western.....	361,600,000.00	181,143,000.00	162,310,500.00	114,264,620.36	7,884,515.76	7,996,762.33
Chicago, Iowa & Dakota.....	1,260,000.00	397,000.00	264,000.00		9,840.00	9,840.00
Chicago, St. Paul, Minneapolis & Omaha.....	42,229,800.00	28,999,800.00	27,801,800.00	11,743,000.08	1,474,011.01	1,471,039.93
Fremont, Elkhorn & Missouri Valley.....						
Chicago, Rock Island & Pacific.....	136,500,000.00	96,601,000.00	95,176,000.00	96,754,557.50	4,085,894.67	2,509,020.00
Colfax Northern.....	60,000.00	60,000.00	60,000.00	60,000.00	3,000.00	3,000.00
Crooked Creek.....						
Davenport, Rock Island & Northwestern.....						
Des Moines, Iowa Falls & Northern.....	930,000.00	910,000.00	70,000.00	847,000.00		
Des Moines Union.....	801,000.00	671,000.00	671,000.00		33,550.00	33,550.00
Dubuque & Sioux City (Ill. Cent.).....	21,930,000.00	17,155,000.00	17,155,000.00	17,155,000.00	759,500.00	759,500.00
Iowa Central.....	32,650,000.00	11,649,544.91	11,649,544.91	3,542,206.70	519,543.33	519,543.33
Albia & Centerville.....						
Manchester & Oneida.....	65,000.00	65,000.00	65,000.00	52,000.00	3,250.00	3,250.00
Minneapolis & St. Louis.....	44,291,000.00	18,630,000.00	18,480,000.00	11,168,000.00	886,980.00	886,980.00
Muscatine North & South.....	450,000.00	450,000.00	450,000.00		16,875.00	
Newton & Northwestern.....						
Tabor & Northern.....	50,000.00	50,000.00	50,000.00	40,000.00	2,500.00	2,500.00
Union Pacific.....	200,000,000.00	200,000,000.00	187,257,000.00		7,515,810.00	7,475,370.00
Wabash.....	95,270,000.00	93,168,000.00	91,949,000.00		3,033,436.10	3,243,712.60
Willmar & Sioux Falls.....	3,646,080.00	3,646,000.00	3,646,000.00	3,646,000.00	182,300.00	182,175.00
<b>Total</b> .....	<b>\$1,437,793,380.00</b>	<b>\$1,098,459,844.91</b>	<b>\$1,130,170,494.91</b>	<b>\$312,148,410.30</b>	<b>\$19,324,176.69</b>	<b>\$47,810,160.67</b>

TABLE No. 7—DEBT—CONTINUED.

Railroads.	Amount of Debt per Mile of Road.		Amount of Debt Representing Road in Iowa.	Interest Paid During Year Representing Road in Iowa.	Amount of Stock and Debt.	Stock and Debt per Mile.	
	Miles.	Amount.				Entire line.	Iowa.
Ames & College.....							
Atchison, Topeka & Santa Fe.....	8,048.10	\$ 28,818.00					
Chicago, Burlington & Quincy.....	8,095.69	19,275.80	\$ 13,678,618.00	\$ 618,085.00	\$ 465,416,250.00	\$ 57,829.00	
Chicago Great Western.....	846.18	2,770.00	1,897,240.40		276,890,000.00	32,966.92	
Mason City & Fort Dodge.....	126.73	10,889.00	1,380,000.00		79,243,767.71	93,648.00	\$93,648.00
Wisconsin, Minnesota & Pacific.....	271.00	15,000.00	352,500.00	13,733.28	2,300,000.00	18,148.00	18,148.00
Chicago, Milwaukee & St. Paul.....	6,682.57	18,519.00	\$ 33,240,458.70	\$ 1,637,104.11	9,584,000.00	35,364.00	35,364.00
Chicago & North-Western.....	7,267.36	23,535.74	36,522,080.27		229,662,800.00	34,367.44	\$34,367.44
Chicago, Iowa & Dakota.....	26.40	10,449.85	275,875.94	9,840.00	246,526,149.40	33,922.38	33,922.38
Chicago, St. P., Minneapolis & Omaha.....	1,523.89	18,243.97	1,360,087.96	71,963.19	697,375.94	24,143.03	24,143.03
Fremont, Elkhorn and Mo. Valley.....					61,851,926.62	40,588.18	40,588.18
Chicago, Rock Island & Pacific.....	3,244.56	22,104.00					
Colfax Northern.....	6.00	10,000.00	60,000.00	3,000.00	146,533,100.00	45,163.00	
Crooked Creek.....					120,000.00	20,000.00	20,000.00
Davenport, Rock Island & N. W.....							
Des Moines, Iowa Falls & Northern.....	70.00	14,000.00	840,000.00		3,000,000.00	64,157.40	64,157.40
Des Moines Union.....	4.00	178,066.00	671,000.00	36,020.93	906,750.00	14,853.57	14,853.57
Dubuque & Sioux City (Ill. Cent.).....	757.52	22,646.27	16,706,935.00	733,150.00	1,112,264.00	278,066.00	278,000.00
Iowa Central.....	502.27	23,194.00	9,581,750.69	427,324.39	28,733,435.00	37,930.93	38,476.18
Albia & Centerville.....	24.44				25,845,754.73	51,458.00	51,458.00
Manchester & Oneida.....					400,000.00	16,366.61	16,366.61
Minneapolis & St. Louis.....	631.73	29,253.00	6,231,456.00	299,089.66			
Muscatine North & South.....	23.87	15,696.00	450,000.00	16,875.00	28,480,000.00	45,063.00	45,078.18
Newton & Northwestern.....	21.00	13,833.13	280,000.00		900,000.00	31,392.00	31,392.00
Tabor & Northern.....	8.79	5,688.28	50,000.00	2,500.00	370,000.00	17,619.05	17,619.05
Union Pacific.....					75,300.00	8,566.55	8,566.55
Wabash.....	2,041.70	45,035.51	4,738,497.12	163,616.14			
Willmar & Sioux Falls.....	304.25	11,984.00			143,949,000.00	71,537.73	49,798.67
<b>Total</b> .....	<b>40,532.85</b>	<b>\$ 27,100.48</b>	<b>\$ 128,316,680.08</b>	<b>\$ 5,671,070.28</b>	<b>\$ 1,743,183,873.40</b>	<b>\$ 43,006.69</b>	

\* Road mileage basis. + Accrued.



TABLE No. 9—RENTALS RECEIVED, RENTALS

Railroads.	Rentals Received from lease of track, yards and terminals.	Miscellaneous Income.	
		Gross income.	Expense.
Ames & College			
Atchison, Topeka & Santa Fe	\$ 81,771.51		
Chicago, Burlington & Quincy	578,230.70		
Chicago Great Western	239.28		
Mason City & Fort Dodge			
Wisconsin, Minnesota & Pacific			
Chicago, Milwaukee & St. Paul	182,667.61		
Chicago & North-Western	71,924.92	\$ 112,664.12	\$ 1,687.89
Chicago, Iowa & Dakota			
Chicago, St. Paul, Minneapolis & Omaha	38,142.26		
Fremont, Elkhorn & Missouri Valley	2,325.04		
Chicago, Rock Island & Pacific	67,617.62	1,281,498.52	2,680.49
Colfax Northern			
Crooked Creek		2,021.75	
Davenport, Rock Island & Northwestern			
Des Moines, Iowa Falls & Northern			
Des Moines Union	240,535.40		
Dubuque & Sioux City (Illinois Central)	29,165.73		
Iowa Central	4,323.22	55,086.05	
Albia & Centerville			
Manchester & Oneida			
Minneapolis & St. Louis	132,538.03		
Muscatine North & South			
Newton & Northwestern			
Tabor & Northern			
Union Pacific	412,322.89		
Wabash	59,500.00		
Willmar & Sioux Falls			
<b>Total</b>	<b>\$ 1,901,304.21</b>	<b>\$ 1,451,270.44</b>	<b>\$ 4,368.38</b>

\*For period July 1, 1902 to February 16, 1903.

PAID AND MISCELLANEOUS INCOME.

Net miscellaneous income.	Rentals Paid.				For lease of track, yards and terminals.
	For Lease of Road.				
	Interest on bonds guaranteed.	Dividends on stock guaranteed.	Cash.	Total.	
\$ 7,459,587.27					\$ 289,905.87
219,556.73				\$ 192,173.05	951,802.95
					422,139.56
					796.18
493,810.60					500,526.19
110,976.23			\$ 37,646.16	37,646.16	127,315.16
127,531.36					119,049.19
1,278,818.08	\$ 1,359,475.88	\$ 519,000.00	237,058.90	2,115,534.84	15,063.13
2,021.75					506,634.92
					4,296.58
					1,225.07
268.00					74,840.48
55,086.05	4,266.29			4,266.29	27,874.90
					60.00
28,671.70					56,049.92
25.00					50.00
					5.00
					124,065.32
11,922.00			666,921.51	666,921.51	292,396.11
3,649.79					62,957.69
<b>\$ 9,791,924.51</b>	<b>\$ 1,363,742.17</b>	<b>\$ 519,000.00</b>	<b>\$ 963,607.81</b>	<b>\$ 8,038,528.93</b>	<b>\$ 3,467,114.17</b>

TABLE No. 10-COST OF ROAD AND

Railroads.	Cost of Construction.			Cost of Equipment.		
	Total cost to June 30, 1902.	Total cost to June 30, 1903.	Per mile.	Total cost to June 30, 1902.	Total cost to June 30, 1903.	Per mile.
Ames & College.						
A. T. & S. F.	\$420,616,484.89	\$427,228,190.89		\$ 9,937,925.81	\$13,485,573.92	
C. B. & Q.						
C. G. W.	60,073,673.87	63,304,630.56	\$74,812.26	6,659,281.25	7,595,165.66	\$8,975.83
M. C. & F. D.	2,649,902.37	3,979,775.69	81,404.00	70,802.93	1,577,926.14	12,451.00
W. M. & P.	7,993,123.11	8,771,476.88	32,367.00	107,732.18	293,080.48	1,081.00
C. M. & St. P.						
C. & N. W.						
C. I. & D.						
C. St. P., M. & O.						
F., E. & M. V.						
C. R. I. & P.	98,121,511.53	100,513,329.83	30,979.03	18,120,750.07	17,889,940.79	5,359.72
C. N.	130,699.85	129,719.84	21,619.94	11,580.37	11,781.10	1,955.18
C. C.	195,877.82	195,877.82	11,123.10	18,074.01	20,700.51	1,175.49
D. R. I. & N. W.	2,887,566.33	3,128,973.22	66,915.59	112,433.67	112,433.67	2,404.48
D. M. I. F. & N.		1,102,259.63	15,746.56		144,841.60	2,069.17
D. M. U.	1,079,000.00	1,090,567.00	272,641.75	12,000.00	21,697.00	5,424.25
D. & S. C. (Ill. Cent.)						
I. C.	21,141,172.23	21,505,696.09	42,817.00	1,644,625.06	2,880,315.53	4,739.11
A. & C.	400,000.00	403,841.99	16,523.81			
M. & O.						
M. & St. L.						
M. N. & S.						
N. & N.						
T. & N.						
U. P.	82,688.07	82,688.07	9,407.06	7,547.88	7,547.88	858.69
Wabash.						
W. & S. F.	8,633,142.72	8,730,135.57	28,694.11	388,409.89	388,409.89	1,276.61
Total.	\$624,014,792.29	\$640,167,212.73		\$57,091,162.82	\$43,429,814.17	

EQUIPMENT AND ACTUAL CASH VALUE.

Grand Total Cost of Construction and Equipment			Total Cost of Construction and Equipment for Iowa.			Actual present cash value of road and equipment.	Actual present cash value of other property
Total cost to June 30, 1902.	Total cost to June 30, 1903.	Per mile.	Total cost to June 30, 1902.	Total cost to June 30, 1903.	Per mile.		
\$ 430,554,360.00	\$ 440,713,764.81	\$54,430.70					
294,277,364.27	302,654,666.85	37,384.67	\$*47,550,249.32	\$*50,709,618.26	\$37,360.10		
65,485,555.12	69,652,396.22	82,313.93		38,047,990.22	82,313.93		
2,720,705.30	5,557,701.83	43,855.00	2,720,705.30	5,557,701.83	43,855.00		
8,105,855.39	9,064,507.16	33,443.00		783,910.50	33,443.00		
228,731,116.31	235,610,737.20	35,328.19		63,285,044.01	35,328.19		
193,688,355.07	221,504,456.03	†30,479.86	†41,837,481.41	†47,296,951.00	†30,479.86		
607,500.00	609,887.19	23,101.79	607,500.00	609,887.19	23,101.79		
57,477,243.29	59,091,827.41	38,776.96		†2,890,822.37	†38,776.96		
116,242,261.60	117,903,270.62	36,338.75					
142,230.12	141,450.74	23,575.12	142,230.12	141,450.74	23,575.12		
218,951.83	216,578.33	12,985.59	218,951.83	216,578.33	12,298.59	\$ 216,578.33	\$155,831.19
3,000,000.00	3,241,406.89	69,320.07	2,214,071.85	2,351,235.83	68,132.01		
	1,247,101.23	17,815.73		1,247,101.23	17,815.73		
1,091,000.00	1,112,264.00	278,066.00	1,091,000.00	1,112,264.00	278,066.00		
27,772,040.60	28,462,225.40	37,572.90					
22,785,797.29	23,836,011.62	47,556.11	18,741,318.27	19,646,244.57	47,561.53		
400,000.00	403,841.99	16,523.81	400,000.00	403,841.99	16,523.81		
28,145,399.97	28,524,167.06	45,152.46					
900,000.00	900,000.00	31,391.69		900,000.00	31,391.69		
228,336.52	227,215.54	10,819.79	228,336.52	227,215.54	10,819.79		
90,235.95	90,235.95	10,267.75	90,235.95	90,235.95	10,267.75		
225,441,853.91	226,739,436.61	76,547.21					
145,009,500.00	143,832,500.00	73,330.87					
9,028,552.61	9,118,595.46	29,970.72				9,118,595.46	100.00
\$1,860,232,270.15	\$1,920,608,296.18	\$47,633.94	\$115,352,190.57	\$235,520,093.61	\$38,727.86		

\* Estimated. † Proportional.

TABLE No. 11—INCOME ACCOUNT—IOWA.

Railroads.	Income from Operation.			Income From Other Sources.				Total Net Income.	Deficit.
	Gross income.	Operating expenses.	Income from operation.	Dividends on stock owned.	Interest on bonds owned.	Miscellaneous income less expense.	Total income from other sources.		
Ames & College	\$ 11,433.99	\$ 8,164.44	\$ 3,269.55					\$ 3,269.55	
Atchison, Topeka & Santa Fe	274,708.77	189,353.81	85,354.96					85,354.96	
Chicago, Burlington & Quincy	8,727,790.88	5,632,660.64	3,095,130.24					3,095,130.24	
Chicago Great Western	3,393,278.43	2,752,894.88	640,383.55	\$ 2,093.80			\$ 2,093.80	642,477.35	
Mason City & Fort Dodge	450,835.58	216,594.59	234,240.99					234,240.99	
Wisconsin, Minnesota & Pacific	92,103.49	26,647.19	5,456.80					5,456.80	
Chicago, Milwaukee & St. Paul	11,191,637.82	*8,670,855.48	2,520,782.34	†470.05	†3,886.64	†132,637.53	136,994.22	2,657,776.58	
Chicago & North-Western	†12,205,779.84	17,751,912.73	14,453,867.11	†364,821.08	†2,477.52	†26,671.10	†393,969.70	†4,847,836.81	
Chicago, Iowa & Dakota	85,565.97	29,611.22	5,954.75					5,954.75	
Chicago, St. P., Minneapolis & O.	†968,913.11	†533,171.04	†435,742.07	†47,290.00				†483,032.07	
Fremont, Elkhorn & Mo. Valley	†28,791.19	†18,690.18	†10,101.01					†10,101.01	
Chicago, Rock Island & Pacific	12,200,419.00	8,051,978.19	4,148,442.81					4,148,442.81	
Colfax Northern	34,422.80	18,303.49	16,119.81					16,119.81	
Crooked Creek	24,200.84	23,109.90	1,090.94					1,090.94	
Davenport, Rock Island & N. W.	36,610.83	29,563.16	7,047.67					7,047.67	
Des Moines, Iowa Falls & Northern	22,263.65	22,621.23	357.58						\$ 357.58
Des Moines Union	240,535.40	187,624.65	52,910.75					52,910.75	
Dubuque & Sioux City (Ill. Central)	3,721,989.41	3,396,615.38	325,374.03		266.00		266.00	325,640.03	
Iowa Central	1,817,025.92	1,435,176.95	381,848.97		46,959.27	49,360.80	96,320.07	478,169.04	
Albia & Centerville	83,656.05	31,527.60	2,128.45					2,128.45	
Manchester & Oneida	14,921.10	10,621.69	4,299.41					4,299.41	
Minneapolis & St. Louis	555,560.90	413,655.18	141,905.72	4,885.18	14,064.26	9,409.14	28,328.58	170,234.30	
Muscatine North & South	48,623.69	69,730.27	21,106.58						21,106.58
Newton & Northwestern	40,095.11	15,826.78	24,268.33					24,268.33	
Tabor & Northern	20,276.83	18,268.71	2,013.12					2,013.12	
Union Pacific	202,662.98	221,686.77	19,023.84						19,023.84
Wabash	599,610.74	767,763.57	168,152.83	13,378.18	422.00	357.60	14,157.84		153,994.99
Willmar & Sioux Falls	305,695.97	208,225.90	97,470.07					97,470.07	
<b>Total</b>	<b>\$ 57,289,410.24</b>	<b>\$ 40,752,848.60</b>	<b>\$ 16,486,561.64</b>	<b>\$ 432,878.29</b>	<b>\$ 68,045.69</b>	<b>\$ 218,436.23</b>	<b>\$ 719,360.21</b>	<b>\$ 17,400,404.84</b>	<b>\$ 194,482.99</b>

\* Revenue train mileage basis. † Road mileage basis. ‡ Proportional. § For period ending July 1, 1902, to February 16, 1903. || Deficit.

TABLE No. 12—INCOME ACCOUNT—IOWA—CONTINUED.

Railroads.	Deductions from Income.							Net income.	Deficit.
	Interest on funded debt accrued.	Interest on interest bearing current liabilities.	Rents.	Taxes.	Permanent improvements.	Other deductions.	Total deductions from income.		
Ames & College		\$ 271.67		\$ 302.29		\$ 4,000.00	\$ 4,573.96		\$ 1,304.41
Atchison, Topeka & Santa Fe				9,755.75			9,755.75		75,509.21
Chicago, Burlington & Quincy	*\$1,241,837.15			264,069.79		232,530.00	1,738,436.94		1,350,693.30
Chicago Great Western		77,477.30		84,979.20			162,456.50		479,960.85
Mason City & Fort Dodge	82,800.00	85,085.50		12,000.00			179,885.50		54,955.40
Wisconsin, Minnesota & Pacific	13,733.28			2,864.59			16,597.87		11,141.57
Chicago, Milwaukee & St. Paul	*1,638,818.58			287,589.96			1,906,408.54		751,378.04
Chicago & North-Western	†1,815,647.22		†9,047.50	†441,367.83	†1,204,883.09	†51,839.01	†3,522,784.71	†1,325,052.10	
Chicago, Iowa & Dakota	9,840.00			2,663.54			12,503.54		6,548.70
Chicago, St. P., Minneapolis & O.	†72,079.14			†34,928.36			†107,007.50	†376,024.57	
Fremont, Elkhorn & Mo. Valley	†4,761.12		†163.26	†922.97			†5,847.35	†4,248.72	
Chicago, Rock Island & Pacific				431,317.44			431,317.44	3,717,125.37	
Colfax Northern		3,000.00		463.40			3,463.40	12,655.91	
Crooked Creek				1,687.10			1,687.10		596.16
Davenport, Rock Island & N. W.				7,047.67			7,047.67		357.58
Des Moines, Iowa Falls & Northern									
Des Moines Union	33,550.00	2,470.93		16,889.82			52,910.75		
Dubuque & Sioux City (Ill. Central)	733,150.00			138,420.41		56,983.60	928,554.01		602,913.98
Iowa Central	427,324.39		4,266.29	57,653.41			489,244.09		11,075.05
Albia & Centerville		122.42		2,220.80			2,343.22		214.77
Manchester & Oneida	3,275.00			604.46			3,879.46	419.95	
Minneapolis & St. Louis	299,089.66			80,000.00			379,089.66		158,855.56
Muscatine North & South	16,875.00	145.83		2,859.69			19,880.52		40,957.10
Newton & Northwestern								24,268.33	
Tabor & Northern				577.53			577.53	1,435.59	
Union Pacific				15,998.51			15,998.51		35,022.56
Wabash	163,616.14			26,200.00	7,593.96	14,415.27	211,825.37		365,820.36
Willmar & Sioux Falls				14,394.27			14,394.27	83,075.80	
<b>Total</b>	<b>\$ 6,556,896.68</b>	<b>\$ 168,573.65</b>	<b>\$ 13,482.05</b>	<b>\$ 1,867,778.79</b>	<b>\$ 1,212,477.05</b>	<b>\$ 350,767.88</b>	<b>\$10,178,478.01</b>	<b>\$ 8,262,283.23</b>	<b>\$1,234,837.48</b>

\* Estimated for Iowa. † Proportional, ‡ Actual, \$325,866.20. § Actual, \$1,867.30. || For period July 1, 1902, to February 16, 1903.



TABLE NO. 13.—INCOME

Railroads.	Payments From Net Income.					
	Dividends on Stock.				Other Payments.	Total.
	Common.		Preferred.			
	Rate.	Amount.	Rate.	Amount.		
Ames & College.....						
Atchison, Topeka & Santa Fe.....						
Chicago, Burlington & Quincy.....						
Chicago Great Western.....	4	\$ 432,075.85	5	\$ 237,251.40		\$ 749,327.25
Mason City & Fort Dodge.....					\$54,855.49	54,855.49
Wisconsin, Minnesota & Pacific.....						
Chicago, Milwaukee & St Paul.....	7½	1,172,114.68	7	884,199.77		2,056,314.45
Chicago and North-Western.....	7	† 735,514.42	8	† 430,578.23		†1,166,092.65
Chicago, Iowa & Dakota.....						
Chicago, St. P., Minneapolis & O.....	6	† 54,440.37	7	† 88,532.03		† 92,972.40
Fremont, Elkhorn & Mo Valley.....						
Chicago, Rock Island & Pacific.....						
Colfax Northern.....						
Crooked Creek.....						
Davenport, Rock Island & N W.....						
Des Moines, Iowa Falls & Northern.....						
Des Moines Union.....						
Dubuque & Sioux City (Ill. Cent.)..						
Iowa Central.....						
Albia & Centerville.....						
Manchester & Oneida.....						
Minneapolis & St. Louis.....	5	101,160.00	5	67,440.00		168,600.00
Muscatine North & South.....						
Newton & Northwestern.....						
Tabor & Northern.....						
Union Pacific.....						
Wabash.....						
Willmar & Sioux Falls.....						
<b>Total</b> .....		\$2,545,905.30		\$1,698,001.43	\$54,855.49	\$4,297,862.22

\* Debenture stock. † Proportional. ‡ For period July 1, 1902, to February 16, 1903.

ACCOUNT—IOWA—CONTINUED.

From Operations year Ending June 30, 1903.		On June 30, 1902.		For Year.		On June 30, 1903.	
Surplus.	Deficit.	Surplus.	Deficit.	Additions.	Deductions.	Surplus.	Deficit.
	\$ 1,304.41						
\$ 75,599.21							
1,856,698.80	269,868.40						
	11,141.57						
	1,304,948.39						
† 153,959.44		†\$2,430,005.26				†\$2,538,964.70	
	6,548.79		\$ 2,939.96				\$ 9,488.75
† 233,052.17				†\$29,340.00		† 253,712.17	
† 4,248.72		† 17,902.26				† 22,150.98	
8,717,125.87							
12,655.91		7,101.84				19,757.75	
	596.16	6,471.02			596.16	6,874.86	
	857.57	35,888.46				35,888.46	857.59
	602,913.98						
	11,075.05	125,903.39			1,478.07	113,855.27	
	214.77		21,498.08	\$10,661.83			11,046.02
3,081.58						3,451.48	
	327,455.86	143,250.62					184,171.82
	40,987.10		75,065.29	32.92			116,052.39
24,268.33							
1,435.59							
	35,022.35						
	865,820.86						
83,075.80							
<b>\$5,720,145.87</b>	<b>\$2,977,750.26</b>	<b>\$2,766,522.85</b>	<b>\$99,498.88</b>	<b>\$10,694.75</b>	<b>\$81,409.23</b>	<b>\$8,043,155.67</b>	<b>\$ 821,116.50</b>

TABLE No. 14—INCOME ACCOUNT—ENTIRE LINE.

Railroads.	Income from Operation.			Income from Other Sources.				Total income.
	Gross amount	Operating expenses.	Income from Operation.	Dividends on stock owned	Interest on bonds owned	Miscellaneous income less expenses.	Total income from other sources.	
Ames & College.....	\$ 11,433.99	\$ 8,164.44	\$ 3,269.55					\$ 3,269.55
Atchison, Topeka & Santa Fe.....	88,522,757.57	22,417,054.49	16,105,703.03	\$ 416,426.10	\$ 402,782.20	\$ 7,459,589.27	\$ 8,278,797.57	24,384,500.65
Chicago, Burlington & Quincy.....	61,647,596.72	37,742,439.23	23,905,157.49	87,853.50	40,121.75	219,556.73	347,531.98	24,352,689.47
Chicago Great Western.....	7,818,918.15	5,856,789.29	1,962,148.86	4,067.65	205.00		4,272.65	1,966,421.51
Mason City & Fort Dodge.....	450,835.58	216,594.59	234,240.99					234,240.99
Wisconsin, Minnesota & Pacific.....	625,452.21	381,484.69	243,967.52					243,967.52
Chicago, Milwaukee & St. Paul.....	47,662,737.57	30,128,059.28	17,534,678.31	1,750.00	14,470.00	493,810.60	510,030.60	18,044,708.91
Chicago & North-Western.....	50,787,293.97	32,255,060.46	18,532,188.51	1,517,990.00	10,808.75	110,976.28	1,639,274.08	20,171,443.49
Chicago, Iowa & Dakota.....	35,535.97	29,611.22	5,954.75					5,954.75
Chicago, St. P., Minneapolis & O.....	12,110,933.54	7,605,532.82	4,505,450.72	36,517.50	6,180.00	127,531.86	290,178.86	4,785,629.58
Fremont, Elkhorn & Mo. Valley†.....	3,762,570.32	2,442,522.82	1,320,047.50					1,320,047.50
Chicago, Rock Island & Pacific.....	86,309,492.61	23,019,554.43	13,239,938.18	567,892.20	412,148.04	1,278,818.08	2,258,858.27	15,518,796.45
Colfax Northern.....	34,422.80	18,303.49	16,119.31					16,119.31
Crooked Creek.....	24,200.84	23,109.90	1,090.94					1,090.94
Davenport, Rock Island & N. W.....	76,790.79	63,964.16	12,826.63					12,826.63
Des Moines, Iowa Falls & Northern.....	22,263.65	22,621.23	*357.58					*357.58
Des Moines Union.....	240,535.40	187,624.65	52,910.75					52,910.75
Dubuque & Sioux City (Ill. Cent.).....	4,122,561.01	3,516,690.55	605,870.46		17,640.00	266.00	17,906.00	623,776.46
Iowa Central.....	2,441,565.95	1,944,848.08	496,717.87		57,093.34	55,086.05	112,179.39	608,897.26
Albia & Centerville.....	38,659.05	31,527.60	2,128.45					2,128.45
Manchester & Oneida.....	14,921.10	10,621.69	4,299.41					4,299.41
Minneapolis & St. Louis.....	3,417,374.87	1,984,081.63	1,433,293.24	14,487.49	41,620.00	28,671.70	84,779.19	1,518,072.43
Muscatine North & South.....	43,623.69	69,730.27	*21,106.58					*21,106.58
Newton & Northwestern.....	40,095.11	15,826.78	24,268.33					24,268.33
Tabor & Northern.....	20,276.83	18,263.71	2,013.12					2,013.12
Union Pacific.....	28,602,715.32	17,114,103.40	11,488,611.92	708,114.50	3,206,449.89	857,221.19	4,771,785.58	16,260,397.50
Wabash.....	21,200,323.94	16,048,058.43	5,152,270.51	445,939.27	14,066.67	11,922.00	471,927.94	5,624,198.45
Willmar & Sioux Falls.....	1,504,135.26	962,963.22	541,172.04			3,649.79	3,649.79	544,821.83
Total.....	\$ 321,590,040.81	\$ 204,165,186.53	\$ 174,424,851.28	\$ 3,861,033.21	\$ 4,223,035.64	\$ 10,647,098.95	\$ 18,731,172.80	\$ 136,156,027.08

\*Deficit. †For period July 1, 1902, to February 16, 1903.

TABLE No. 15—INCOME ACCOUNT—ENTIRE LINE—CONTINUED.

Railroads.	Deductions from Income.							Net income.	Deficit.
	Interest on funded debt accrued.	Interest on interest-bearing current liabilities.	Rents.	Taxes.	Permanent improvements.	Other deductions.	Total deductions from income.		
Ames & College.....		\$ 271.67		\$ 902.29		\$ 4,000.00	\$ 4,573.96	\$ 1,304.41	
Atchison, Topeka & Santa Fe.....	\$ 9,131,485.24			1,274,048.18		77,637.96	10,483,171.38	\$ 13,898,329.27	
Chicago, Burlington & Quincy.....	7,436,150.58		\$ 192,173.95	1,747,883.84		1,481,222.70	10,866,931.07	13,395,758.40	
Chicago & Great Western.....		160,589.98		203,897.05			364,487.03	1,601,934.48	
Mason City & Fort Dodge.....	82,200.00	85,685.50		12,000.00			179,885.50	54,355.49	
Wisconsin, Minnesota & Pacific.....	158,400.00			18,720.88			177,120.88	66,846.64	
Chicago, Milwaukee & St. Paul.....	6,101,335.00			1,470,114.97			7,571,449.97	10,473,258.94	
Chicago & North-Western.....	7,554,758.23		87,646.16	1,836,494.62	\$ 5,013,417.76	215,697.80	14,658,012.57	5,518,430.92	
Chicago, Iowa & Dakota.....	9,840.00			2,663.54			12,503.54	6,548.79	
Chicago, St. Paul, Minneapolis & O.....	1,474,011.01			446,896.46			1,920,407.47	2,815,222.11	
Fremont, Elkhorn & Mo. Valley*.....	622,205.98		21,981.18	120,617.74			764,804.88	555,242.62	
Chicago, Rock Island & Pacific.....	4,085,894.67		2,115,534.84	1,069,695.28			7,291,124.74	8,227,671.71	
Colfax Northern.....		3,000.00		463.40			3,463.40	12,655.91	
Crooked Creek.....				1,687.10			1,687.10	596.16	
Davenport, Rock Island & Northwestern.....				12,826.68			12,826.68		
Des Moines, Iowa Falls & Northern.....								857.18	
Des Moines Union.....	33,550.00	2,470.93		16,839.82			52,910.75		
Dubuque & Sioux City (Ill. Central).....	759,500.00			142,504.75		56,983.60	958,988.35	335,211.80	
Iowa Central.....	519,543.33		4,266.29	81,716.51			605,526.18	3,371.13	
Albia & Centerville.....		122.42		2,220.80			2,343.22	214.77	
Manchester & Oneida.....	3,275.00			604.46			3,879.46	419.95	
Minneapolis & St. Louis.....	886,980.00			119,274.75			1,006,254.75	511,817.68	
Muscatine North & South.....	16,875.00	145.83		2,859.09			19,880.52	40,987.10	
Newton & Northwestern.....								24,268.33	
Tabor & Northern.....				577.53			577.53	1,435.59	
Union Pacific.....	7,515,810.00	293,242.61		801,833.83		14,995.33	8,625,881.77	7,634,515.73	
Wabash.....	3,243,712.60		666,921.51	664,702.96	253,132.15	599,579.15	5,428,048.37	196,150.08	
Willmar & Sioux Falls.....	182,900.00			75,995.25			258,295.25	280,526.58	
Total.....	\$ 49,820,824.62	\$ 545,528.94	\$ 3,088,523.93	\$ 10,146,492.28	\$ 5,266,549.91	\$ 2,450,116.54	\$ 71,268,036.22	\$ 65,273,211.56	\$ 385,220.70

\* For period July 1, 1902, to February 16, 1903.

TABLE No. 16—INCOME ACCOUNT

Railroads.	Payments From Net Income.					
	Dividends on Stock.				Other payments.	Total.
	Common.		Preferred.			
	Rate.	Amount.	Rate.	Amount.		
Ames & College.....						
Atchison, Topeka & Santa Fe.....	4	\$ 4,078,220.00	5	\$ 5,708,690.00		\$ 9,786,910.00
Chicago, Burlington & Quincy.....	7	7,758,455.25				7,758,455.25
Chicago Great Western.....	4	*1,025,693.33	5	568,620.00		1,594,313.33
Mason City & Fort Dodge.....					\$ 54,355.49	54,355.49
Wisconsin, Minnesota & Pacific.....					66,846.64	66,846.64
Chicago, Milwaukee & St. Paul.....	7 1/2	4,363,792.50	7	3,291,883.00		7,655,675.50
Chicago & North-Western.....	7	3,060,414.00	8	1,791,600.00		4,852,014.00
Chicago, Iowa & Dakota.....						
Chicago, St. P., Minneapolis & O.....	6	1,113,300.00	7	787,976.00		1,901,276.00
Fremont, Elkhorn & Mo. Valley†.....						
Chicago, Rock Island & Pacific.....	6 1/4	4,680,766.50			937,891.07	5,618,657.57
Colfax Northern.....						
Crooked Creek.....						
Davenport, Rock Island & N. W.....						
Des Moines, Iowa Falls & Northern.....						
Des Moines Union.....						
Dubuque & Sioux City (Ill. Cent.).....						
Iowa Central.....						
Albia & Centerville.....						
Manchester & Oneda.....						
Minneapolis & St. Louis.....	5	300,000.00	5	200,000.00		500,000.00
Muscatine North & South.....						
Newton & Northwestern.....						
Tabor & Northern.....						
Union Pacific.....	4	4,850,692.00	4	3,982,892.00		8,833,584.00
Wabash.....						
Willmar & Sioux Falls.....	4	280,000.00				280,000.00
<b>Total</b> .....		\$31,011,333.59	\$16,331,161.00	\$1,059,093.20	\$48,401,537.78	

\* Debiture.

—ENTIRE LINE—CONTINUED.

From Operations Year Ending June 30, 1903.		On June 30, 1902.		For Year.		On June 30, 1903.	
Surplus.	Deficit.	Surplus.	Deficit.	Additions.	Deductions.	Surplus.	Deficit.
\$ 4,111,419.27	\$ 1,304.41	\$ 16,027,415.23			\$3,285,174.57	\$ 16,853,659.93	
5,637,303.15		19,785,021.32				25,422,824.47	
7,621.15		155,701.88		\$ 7,621.15		163,322.48	
2,817,583.44		20,682,068.61				23,499,652.05	
661,416.92		10,111,048.62				10,772,465.54	
	6,548.79		\$ 2,939.96				\$ 9,488.75
913,946.11		3,488,966.80			600,000.00	3,800,912.91	
555,242.62		2,339,563.58				12,894,796.21	
2,609,014.14		13,907,194.98				16,516,209.12	
12,655.91		7,101.84				19,757.75	
	596.16	6,471.02			596.16	5,874.86	
	357.58	47,395.14				47,395.14	
							357.58
	335,211.89	14,739.52			2,311.23		822,758.60
3,371.18		306,433.47			1,727.31	308,077.29	
	214.77		21,493.08	10,661.83			11,046.02
3,031.53		419.95				3,451.48	
11,817.68		1,269,517.29		97.62		1,281,432.59	
	40,987.10		75,065.29				116,052.89
24,268.33							
1,435.59							
	698,568.27	2,996,510.82		2,278,894.29		4,573,896.84	
196,150.08		642,420.79		131,423.62		969,994.49	
6,528.58		422,479.19				429,005.77	
\$ 17,572,803.63	\$ 1,083,788.97	\$ 92,205,489.01	\$99,498.39	\$2,428,698.51	\$3,889,809.27	\$107,562,168.42	\$459,608.84

† For period July 1, 1902, to February 16, 1903.

‡ On February 16, 1903.

TABLE No. 17—

Railroads.	Passenger.				
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the State.	Total passenger revenue.
Ames & College.....					\$ 8,877.99
Atchison, Topeka & Santa Fe.....					45,601.53
Chicago, Burlington & Quincy.....					2,489,147.95
Chicago Great Western.....	\$ 386,062.59	\$ 143,025.90	\$ 106,828.98	\$ 188,480.65	820,868.21
Mason City & Fort Dodge.....	87,535.02				87,535.02
Wisconsin, Minnesota & Pacific.....	3,619.66			3,477.49	7,097.15
Chicago, Milwaukee & St. Paul.....					2,126,835.58
Chicago & North-Western.....	1,590,118.77	361,096.75	381,599.15	806,848.40	3,139,658.07
Chicago, Iowa & Dakota.....	10,844.45	36.64	81.27		10,412.36
Chicago, St. P., Minneapolis & O. Fremont, Elkhorn & Mo. Valley.....	6.30	1,424.65	1,081.16	2,085.87	4,598.01
Chicago, Rock Island & Pacific.....	1,901,072.95	525,840.09	441,099.80	492,562.99	3,360,575.83
Colfax Northern.....	2,333.55				2,333.55
Crooked Creek.....	1,158.18				1,158.18
Davenport, Rock Island & N. W.....	2,936.00				2,936.00
Des Moines, Iowa Falls & Northern.....	4,535.57				4,535.57
Des Moines Union.....					
Dubuque & Sioux City (Ill. Cent.).....	684,986.85	159,702.08	161,826.88	120,922.95	1,121,438.64
Iowa Central.....					858,524.73
Albia & Centerville.....					8,544.81
Manchester & Oneida.....					5,623.65
Minneapolis & St. Louis.....					180,167.16
Muscatine North & South.....	5,480.05				5,480.05
Newton & Northwestern.....	192.38				192.38
Tabor & Northern.....	3,959.31				3,959.31
Union Pacific.....		2,063.98	1,827.84	4,633.61	8,080.45
Wabash.....	88,158.09	57,321.76	88,983.85	20,035.45	202,449.15
Willmar & Sioux Falls.....	20,673.38	9,555.00	19,637.58	1,099.49	51,015.45
<b>Total.....</b>	<b>\$ 4,771,138.08</b>	<b>\$ 1,253,566.92</b>	<b>\$ 1,148,915.98</b>	<b>\$ 1,640,151.90</b>	<b>\$14,317,698.39</b>

\* For period July 1, 1902, to February 16, 1903.

EARNINGS—IOWA.

Express.					Mails.	Extra baggage and storage.	Other items.	Total passenger earnings.	
Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the State.	Total express.					
								\$ 8,877.99	
				+	6,129.05	7,924.62	168.01	59,823.19	
					161,215.79	500,262.15	33,566.21	3,191,888.85	
					51,787.24	57,940.76	13,378.82	944,088.10	
					2,140.61	5,141.50	1,518.80	76,380.48	
					833.09	1,632.02	213.89	9,875.65	
					187,073.02	286,588.61	40,662.47	2,716,787.09	
					237,849.41	409,566.01	61,197.75	3,858,074.65	
					360.56	1,204.92	265.67	12,248.51	
					11,461.22	26,484.77	5,727.01	299,584.96	
					455.98	956.12	23.57	6,088.68	
					213,306.95	373,411.65	68,537.98	4,015,381.91	
	\$ 108.78				108.78			2,442.88	
	300.00				300.00	682.08		2,140.26	
					4,068.14	771.26		7,775.40	
					111.82	98.27	64.80	4,809.96	
					87,956.20	106,357.87	21,741.63	1,840,846.86	
					19,230.13	51,940.60	7,848.84	464,058.40	
					255.13	1,147.84	250.94	10,204.72	
					567.24	349.23		6,545.12	
					9,115.21	27,966.07	6,193.07	224,002.91	
					680.98			6,111.08	
					261.04	618.12		1,071.49	
					487.87	481.22	162.90	5,091.80	
					8,045.65	8,010.71		14,086.81	
					10,967.87	33,520.06		252,972.80	
					3,791.49	7,381.00	981.81	68,286.07	
					\$ 1,018,519.95	\$ 1,905,547.46	\$ 262,086.56	\$ 99,482.11	\$ 17,598,284.47

+ Including extra baggage.

TABLE No. 18—EARNINGS—

Railroads.	Freight.	
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.
Ames & College.....	\$ 2,084.75	
Atchison, Topeka & Santa Fe.....		
Chicago, Burlington & Quincy.....		
Chicago Great Western.....	329,061.37	\$ 845,455.86
Mason City & Fort Dodge.....	231,251.90	
Wisconsin, Minnesota & Pacific.....	10,780.48	
Chicago, Milwaukee & St. Paul.....		
Chicago & North-Western.....	1,718,237.62	1,992,878.69
Chicago, Iowa & Dakota.....	7,778.50	8,829.68
Chicago, St. Paul, Minneapolis & Omaha.....		
Fremont, Elkhorn & Missouri Valley*.....		6,040.88
Chicago, Rock Island & Pacific.....	2,808,429.79	2,110,965.72
Colfax Northern.....	31,949.83	
Crooked Creek.....	20,938.83	
Davenport, Rock Island & Northwestern.....		
Des Moines, Iowa Falls & Northern.....	17,444.23	
Des Moines Union.....		
Dubuque & Sioux City (Ill. Cent.).....	481,643.63	557,318.11
Iowa Central.....		
Albia & Centerville.....	23,295.72	
Manchester & Oneida.....	8,318.98	
Minneapolis & St. Louis.....		
Muscatine, North & South.....	42,437.66	
Newton & Northwestern.....	89,023.62	
Tabor & Northern.....	14,868.69	
Union Pacific.....		3,590.06
Wabash.....	123,537.72	91,523.82
Willmar & Sioux Falls.....	87,799.61	43,473.92
<b>Total.....</b>	<b>\$ 5,498,082.98</b>	<b>\$ 5,160,075.74</b>

\* For period July 1, 1902, to February 16, 1903.

IOWA—CONTINUED.

Terminating but not originating in Iowa.	Freight.			Stock Yards.	Elevators.	Other Items.	Total freight earnings.	Total passenger and freight earnings.
	Crossing the State.	Total freight revenue.						
		\$ 2,084.75				\$ 471.25	\$ 2,556.00	\$ 11,433.99
		210,859.80				† 56.27	210,808.53	270,620.72
		5,331,778.09					5,331,778.09	8,573,111.44
\$ 366,683.66	\$1,404,065.76	2,445,216.72					2,445,216.72	3,389,254.88
		231,251.90					231,251.90	307,582.83
	11,254.69	22,035.17					22,035.17	31,910.82
		8,451,457.11					8,451,457.11	11,168,244.20
1,492,561.29	2,997,919.70	8,201,597.30			11,297.86		8,212,895.16	12,065,909.81
5,755.70		22,363.88			887.59		22,751.47	34,994.98
		671,367.00					671,367.00	970,951.96
9,870.87	39,122.62	55,033.87					55,033.87	61,072.55
1,527,827.11	2,181,717.66	8,123,940.23					8,123,940.23	12,139,272.19
		31,949.83					31,949.83	34,392.21
		20,038.83					20,038.83	22,179.09
		3,071.87					3,071.87	10,847.27
		17,444.23					17,444.23	22,254.19
		2,090,231.26			5,837.00		2,096,068.26	3,436,414.62
	493,512.78	1,318,582.83					1,318,582.83	1,782,641.23
		23,295.72					23,295.72	33,500.44
		8,318.98			57.00		8,375.98	14,921.10
		324,376.08					324,376.08	548,878.99
		42,437.66					42,437.66	48,598.69
		39,023.62					39,023.62	40,095.11
		14,868.69					14,868.69	19,959.99
6,504.72	36,178.48	46,273.21					46,273.21	60,390.02
97,594.86	24,971.80	342,677.70			3,960.24		346,637.94	599,610.74
65,536.72	42,370.78	239,181.08			978.51		240,159.59	303,445.68
<b>\$ 4,180,041.72</b>	<b>\$ 7,231,114.17</b>	<b>\$38,880,807.51</b>			<b>\$22,931.18</b>		<b>\$ 38,408,740.69</b>	<b>\$ 58,002,025.16</b>

† Deduction.

TABLE No. 19—EARNINGS—

Railroads.	Other Earnings from Operation.	
	Switching charges—balance.	Car mileage—credit balance.
Ames & College.....		
Atchison, Topeka & Santa Fe.....		
Chicago, Burlington & Quincy.....	\$ 45,973.82	
Chicago Great Western.....		
Mason City & Fort Dodge.....		
Wisconsin, Minnesota & Pacific.....		
Chicago, Milwaukee & St. Paul.....		
Chicago & North-Western.....		
Chicago, Iowa & Dakota.....	330.49	
Chicago, St. Paul, Minneapolis & Omaha.....		
Fremont, Elkhorn & Missouri Valley *.....	+ 9,825.75	\$ 4,540.59
Chicago, Rock Island & Pacific.....		
Colfax Northern.....	940.03	
Crooked Creek.....		
Davenport, Rock Island & Northwestern.....	1,986.00	
Des Moines, Iowa Falls & Northern.....	20,748.88	162.27
Des Moines Union.....		
Dubuque & Sioux City (Illinois Central).....		
Iowa Central.....		4,599.31
Albia & Centerville.....		
Manchester & Oneida.....	5.00	
Minneapolis & St. Louis.....		
Muscatine North & South.....	901.90	198.61
Newton & Northwestern.....		
Tabor & Northern.....		
Union Pacific.....		
Wabash.....	16,591.99	
Willmar & Sioux Falls.....	1,485.07	
<b>Total</b> .....	<b>\$ 78,983.48</b>	<b>\$ 9,500.78</b>

\* For period July 1, 1902, to February 16, 1903.  
+ Deductions.

IOWA—CONTINUED.

Hire of equip-ment—bal-ance.	Telegraph.	Rents from yards, tracks and termi-nals.	Other Earnings from Operation.			Total gross earnings from operation—Iowa.
			Rents not otherwise provided for.	All other sources.	Total other earnings.	
\$ 2,143.95	\$ 217.59		\$ 407.49	\$ 1,288.02	\$ 4,082.05	\$ 11,433.99
	37,203.29		54,554.18	16,948.70	154,079.44	274,708.77
			881.43	3,192.18	4,073.61	8,727,790.83
			832.00	142,921.25	143,753.25	3,893,278.43
					192.67	450,835.58
	10,184.57		13,259.05		28,393.62	82,103.49
		\$ 13,569.82	12,012.55	1,632.51	27,154.88	11,191,687.82
			240.00	.50	570.99	12,093,124.69
		1,559.28	1,082.22	104.81	2,088.85	85,585.97
			46.64		46.64	988,918.11
29,528.00	3,511.74	4,611.47	1,880.05	20,680.52	61,146.81	61,119.19
	20.59		10.00		30.59	12,200,419.00
			1.75		2,021.75	34,422.80
39.55				4,814.36	25,768.56	24,200.84
	9.46				9.46	56,610.83
		240,535.40			240,535.40	22,268.65
		29,165.73	8,184.87	248,274.69	285,574.79	240,535.40
19,825.48	869.40	8,181.18		5,909.82	84,394.69	8,721,939.41
				150.61	155.61	1,817,025.92
						88,656.05
						14,921.10
2,758.15		3,120.00		803.25	7,181.91	555,530.90
			25.00		25.00	48,623.69
						40,095.11
	260.74			58.10	816.84	20,276.88
838.88	301.67	109,001.06	4,897.15	11,172.17	142,802.91	202,662.98
		815.24				599,610.74
					2,250.81	805,695.97
<b>\$ 55,128.01</b>	<b>\$ 52,559.05</b>	<b>\$ 405,499.17</b>	<b>\$ 97,218.83</b>	<b>\$ 457,977.96</b>	<b>\$ 1,157,057.98</b>	<b>\$ 57,150,088.09</b>

TABLE No. 20—EARNINGS—

ENTIRE LINE.

Passenger Earnings.			
Railroads.	Passenger Revenue.		
	Total.	Deductions, ac- counts of re- payments, re- tickets re- deemed, etc.	Net revenue.
Ames & College .....			\$ 8,877.99
Atchison, Topeka & Santa Fe .....	\$ 8,527,215.25	\$ 217,514.17	8,309,701.08
Chicago, Burlington & Quincy .....			13,886,848.82
Chicago Great Western .....	1,653,858.48		1,653,858.48
Mason City & Fort Dodge .....	87,535.02		87,535.02
Wisconsin, Minnesota & Pacific .....	148,756.24		148,756.24
Chicago, Milwaukee & St. Paul .....			9,512,200.87
Chicago & North-Western .....	12,895,838.86	719,636.73	12,176,147.13
Chicago, Iowa & Dakota .....	10,412.76	40	10,412.86
Chicago, St. Paul, Minneapolis & Omaha .....	8,207,858.82	40,237.19	8,167,121.63
Fremont, Elkhorn & Missouri Valley* .....	717,902.01	4,950.02	711,351.99
Chicago, Rock Island & Pacific .....	10,045,660.09	584,803.01	9,460,857.07
Colfax Northern .....	2,463.75	130.20	2,333.55
Crooked Creek .....	1,158.18		1,158.18
Davenport, Rock Island & Northwestern .....			2,936.00
Des Moines, Iowa Falls & Northern .....			4,535.57
Des Moines Union .....			
Dubuque & Sioux City (Illinois Central) .....	1,249,529.70	101,484.12	1,148,045.58
Iowa Central .....	483,518.08	2,867.98	480,648.10
Albia & Centerville .....	8,545.52	.71	8,544.81
Manchester & Oneida .....	5,628.65		5,628.65
Minneapolis & St. Louis .....	890,313.77	9,867.89	880,446.88
Muscatine North & South .....	5,480.05		5,480.05
Newton & Northwestern .....			192.33
Tabor & Northern .....	3,964.84	5.03	3,959.81
Union Pacific .....	5,090,898.55	37,439.23	5,053,459.32
Wabash .....	6,522,621.87	337,121.02	6,185,500.85
Willmar & Sioux Falls .....	333,363.87	8,211.55	325,152.32
<b>Total</b> .....	<b>\$ 51,845,911.83</b>	<b>\$ 2,113,338.75</b>	<b>\$ 49,732,573.08</b>

\* For period July 1, 1902 to February 16, 1903.

Passenger Earnings.				
Mails.	Express.	Extra baggage and storage.	Other items.	Total passenger earnings.
				\$ 8,877.99
\$ 1,004,935.27	\$ 1,403,843.55	\$ 115,008.38	\$ 50,726.00	\$ 10,884,264.88
2,048,614.05	1,179,700.63	248,008.05	146,415.68	17,500,062.23
111,980.94	103,574.49	22,210.30	108,648.86	1,997,773.05
5,141.50	2,140.61	1,513.30		78,330.43
16,693.88	6,398.83	2,321.30	2,549.18	172,214.43
1,485,920.46	768,674.65	192,201.32	677,698.56	12,646,695.86
1,187,353.37	919,764.80	229,332.46	25,336.76	14,537,989.53
1,264.92	300.56	265.67		12,248.51
233,255.69	174,998.46	70,720.84	3,900.00	3,654,994.62
110,129.27	76,731.87	12,423.26	850.00	912,488.39
964,695.24	606,225.39	192,980.55		11,224,753.25
	108.78			2,442.33
682.08	300.00			2,140.26
1,081.33	5,678.42			9,695.75
98.27	111.32	64.80		4,809.96
109,810.11	90,463.80	22,243.85	2,891.58	1,373,454.90
62,370.04	24,070.87	3,688.59	2,000.00	557,777.60
1,147.84	255.13	256.94		10,204.72
349.23	567.24			6,545.12
78,690.95	51,440.22	20,992.54	2,160.00	1,034,230.09
	630.98			6,111.06
618.12	261.04			1,071.49
481.22	437.87	182.90		5,091.80
1,645,918.44	420,912.97	88,073.29		7,208,804.02
716,200.09	464,645.19	95,639.63	59,006.46	7,470,992.23
33,862.07	14,200.49	6,023.57	490.00	879,728.45
<b>\$ 9,806,349.83</b>	<b>\$ 6,916,481.16</b>	<b>\$ 1,329,636.54</b>	<b>\$ 1,080,663.66</b>	<b>\$ 91,710,310.40</b>

† Including extra baggage.

TABLE No. 21—EARNINGS

Railroads.	Freight			
	Total freight revenue.	Freight Revenue.		
		Over-charges to shippers.	Other repayments.	Total deductions.
Ames & College.....	\$ 2,084.75			\$ 1,078,015.07
Aitchison, Topeka & Santa Fe.....	28,019,778.53	\$ 1,078,015.07		
Chicago, Burlington & Quincy.....	5,833,437.58			
Chicago Great Western.....	231,251.90			
Mason City & Fort Dodge.....	451,323.00			
Wisconsin, Minnesota & Pacific.....				
Chicago, Milwaukee & St. Paul.....	37,714,235.06	1,552,896.98	\$ 217,616.06	1,770,012.66
Chicago & North-Western.....	22,701.83	837.85		837.95
Chicago, Iowa & Dakota.....	8,538,380.04	88,189.89	169,951.08	258,120.97
Chicago, St. P., Minneapolis & O.....	2,938,942.90	32,078.68	9,738.10	42,816.78
Fremont, Elkhorn & Mo. Valley.....	25,655,645.59			808,536.39
Chicago, Rock Island & Pacific.....	32,100.89			150.75
Colfax Northern.....	30,038.55			
Crooked Creek.....				
Davenport, Rock Island & N. W.....				
Des Moines, Iowa Falls & Northern.....			162,238.14	162,238.14
Des Moines Union.....	2,619,258.46	162,238.14		65,568.87
Dubuque & Sioux City (Ill. Cent.).....	1,906,428.85			718.22
Iowa Central.....	24,018.97			
Albia & Centerville.....	8,818.98			
Manchester & Oneida.....	2,275,000.73			50,480.22
Minneapolis & St. Louis.....	42,457.66			
Muscatine North & South.....	39,023.62			
Newton & Northwestern.....	14,958.69			405,990.75
Tabor & Northern.....	20,825,345.97			1,087,457.58
Union Pacific.....	14,414,693.83	547,504.19	539,058.89	88,997.46
Wabash.....	1,137,662.25			
Willmar & Sioux Falls.....				
<b>Total.....</b>	<b>\$152,531,183.24</b>	<b>\$ 8,461,739.85</b>	<b>\$ 987,259.52</b>	<b>\$ 5,771,454.00</b>

—ENTIRE LINE—CONTINUED

Earnings.					
Net revenue.	Stock yards.	Elevators.	Other items.	Total freight earnings.	Total passenger and freight earnings.
\$ 2,084.75			\$ 471.25	\$ 2,556.00	\$ 11,438.99
28,041,763.45	25,834.08		21,885.87	26,960,483.41	37,374,748.29
42,131,982.56	47,296.42			42,179,278.98	59,698,358.21
5,833,437.58				5,833,437.58	7,631,210.63
231,251.90				231,251.90	307,582.33
451,323.00				451,323.00	628,977.43
34,707,045.37	34,718.21	\$ 48,036.53		34,877,800.11	47,824,495.17
35,944,222.18			121,815.44	36,066,037.57	50,604,027.09
22,368.98			387.59	22,756.57	34,664.98
9,300,759.07			1,202.62	9,301,961.69	11,946,656.31
2,541,125.67			5,797.75	2,546,923.32	3,759,409.71
24,545,456.73				24,545,456.73	33,070,214.98
31,849.98				31,849.98	34,322.21
20,038.83				20,038.83	22,179.09
8,161.57				8,161.57	17,827.32
17,444.23				17,444.23	22,254.19
2,437,615.22			6,016.00	2,443,631.22	3,338,486.22
1,839,858.48				1,839,858.48	2,597,639.06
23,295.72				23,295.72	33,500.44
8,818.98			57.00	8,876.98	14,921.10
2,224,520.53				2,224,520.53	3,298,750.62
42,457.66				42,457.66	48,566.99
39,023.62				39,023.62	40,083.11
14,958.69				14,958.69	19,939.89
20,418,414.92				20,418,414.92	27,620,718.94
15,327,478.75			842,337.97	15,669,816.72	21,140,828.94
1,068,664.79			2,088.52	1,100,753.31	1,480,431.76
<b>\$ 223,714,337.97</b>	<b>108,845.71</b>	<b>48,036.53</b>	<b>502,030.01</b>	<b>224,371,300.22</b>	<b>316,061,610.62</b>



TABLE No. 22—EARNINGS—

Railroads.	Other Earnings From Operation.			
	Switching charges—balance.	Car Mileage—balance.	Hire of equip-ment—balance.	Telegraph com-pa-nies.
Ames & College.....				
Atchison, Topeka & Santa Fe.....	\$ 50,926.80		\$ 315,677.01	\$ 55,180.91
Chicago, Burlington & Quincy.....	881,808.19			159,635.90
Chicago Great Western.....			43,270.93	
Mason City & Fort Dodge.....				
Wisconsin, Minnesota & Pacific.....				
Chicago, Milwaukee & St. Paul.....				85,639.73
Chicago & North-Western.....			15,395.97	
Chicago, Iowa & Dakota.....	380.49			
Chicago, St. P., Minneapolis & Omaha.....	27,745.72	63,866.80		
Fremont, Elkhorn & Mo. Valley*.....			87,149.18	7,023.44
Chicago, Rock Island & Pacific.....	2,749.99			20.59
Colfax Northern.....				
Crooked Creek.....	1,988.00			
Davenport, Rock Island & N. W.....	52,512.96	738.62	54.00	
Des Moines, Iowa Falls & Northern.....				9.46
Des Moines Union.....				
Dubuque & Sioux City (Illinois Central).....				
Iowa Central.....		5,788.63	25,910.81	979.67
Albia & Centerville.....	5.00			
Manchester & Onelda.....				
Minneapolis & St. Louis.....		5,279.32	14,085.15	
Muscatine North & South.....				
Newton & Northwestern.....				
Tabor & Northern.....				260.74
Union Pacific.....	297,290.17		55,736.76	67,545.73
Wabash.....				
Willmar & Sioux Falls.....	1,914.88			
<b>Total.....</b>	<b>\$ 1,816,769.70</b>	<b>\$ 80,672.87</b>	<b>\$ 557,279.81</b>	<b>\$ 326,296.22</b>

\*For period July 1, 1902, to February 16, 1903.  
†Revenue train mileage basis.

ENTIRE LINE—CONTINUED.

Other Earnings From Operation.				Total gross earnings from operation—entire line.	Proportion of gross earnings from operation— Iowa.
Rents from tracks, yards and terminals.	Rents not otherwise provided for.	Other sources.	Total other earnings.		
\$ 81,771.51	\$ 95,213.49	\$ 49,239.56	\$ 648,009.28	\$ 11,433.99	\$ 11,433.99
578,230.70		340,063.72	1,959,238.51	38,522,757.57	274,708.77
239.26	5,519.19	138,678.14	187,707.62	61,647,596.72	8,727,790.88
	332.00	142,921.26	143,253.25	7,818,918.15	3,667,072.54
	772.50	1,112.37	1,884.87	450,835.58	450,835.58
	102,601.87		188,241.60	625,452.80	45,052.56
71,924.92	77,341.31	18,539.68	183,201.88	47,662,737.57	13,717,835.87
	240.00	.50	50,787,228.97	50,787,228.97	14,548,260.22
38,142.26	18,050.44	1,553.51	570.99	35,565.97	85,565.97
2,325.04	618.46	219.11	154,358.23	12,111,314.54	849,003.15
67,617.62	6,177.24	68,560.16	3,160.61	3,762,570.32	48,739.69
	10.00		239,277.63	36,399,492.61	12,912,397.80
	1.75	34.00	30.59	34,422.80	34,422.80
	5,627.89		2,021.75	24,200.84	24,200.84
			59,933.47	76,790.79	96,610.83
			9.46	22,263.65	22,263.65
240,535.40			240,535.40	240,535.40	240,535.40
29,165.73	8,634.37	248,274.69	286,074.79	4,122,61.01	3,721,989.41
4,323.22		6,927.54	43,929.87	2,441,565.95	1,817,025.92
		150.61	155.61	33,656.05	33,656.05
				14,921.10	14,921.10
132,538.03		6,721.75	158,424.25	3,417,374.87	555,560.90
	25.00		25.00	48,623.69	48,623.69
				40,095.11	40,095.11
		59.10	3.684	20,276.88	20,276.88
412,322.89	42,727.25	100,873.53	975,696.83	28,602,715.82	202,662.98
59,500.00			59,500.00	21,200,328.94	599,610.74
	2,754.77	19,034.85	23,703.50	1,504,185.26	305,695.95
<b>\$ 1,718,686.58</b>	<b>\$ 366,645.53</b>	<b>\$ 1,142,460.57</b>	<b>\$ 5,508,761.28</b>	<b>\$ 321,590,871.90</b>	<b>\$ 68,007,229.17</b>

TABLE No. 23-OPERATING

Railroads.	Maintenance of Way and Structures.		
	Repairs of roadways.	Renewals of rails.	Renewals of ties.
Ames & College	\$ 750.80		\$ 186.62
Atchison, Topeka & Santa Fe	22,872.60	\$ 64.42	88
Chicago, Burlington & Quincy	841,769.29	*16,577.81	171,936.05
Chicago Great Western	294,731.13	12,137.03	75,616.39
Mason City & Fort Dodge	27,018.18	47.41	15,809.22
Wisconsin, Minnesota & Pacific	4,544.00	15.16	1,618.50
Chicago, Milwaukee & St. Paul	1,103,271.13	169,401.30	178,530.37
Chicago & North-Western	850,146.93	94,879.97	145,843.44
Chicago, Iowa & Dakota	7,518.16		1,870.23
Chicago, St. Paul, Minneapolis & Omaha		354.77	373.38
Wremont, Elkhorn & Missouri Valley	2,473.42	94,515.90	232,470.29
Chicago, Rock Island & Pacific	1,031,649.89	22.50	1,746.64
Colfax Northern	2,356.01		3,221.10
Crooked Creek	4,547.14		60.02
Davenport, Rock Island & Northwestern	7,084.32	4.03	
Des Moines, Iowa Falls & Northern		11,274.00	7,496.00
Des Moines Union	18,641.16	129,860.18	33,148.94
Dubuque & Sioux City (Illinois Central)	471,191.83	2,098.17	77,591.72
Iowa Central	195,978.01	71.87	6,274.47
Albia & Centerville	6,751.59		
Manchester & Oneida	1,407.76		15,243.10
Minneapolis & St. Louis	67,847.36	96.58	11,046.43
Muscatine North and South	16,751.85		
Newton & Northwestern	1,608.69	4,965.26	592.58
Tabor & Northern	11,854.06	2,354.89	1,208.18
Union Pacific	115,189.37	23,936.70	23,633.29
Wabash	24,886.10	61.64	2,668.64
Willmar & Sioux Falls			
Total	\$ 5,182,540.78	\$ 529,084.92	\$ 1,057,976.48

\*Credit. †Train mileage basis. ‡Proportional.  
§For period from July 1, 1902, to February 16, 1903.

EXPENSES-IOWA.

Repairs and renewals of bridges and culverts.	Repairs and renewals of fences, road crossings, signs and cattle guards.	Repairs and renewals of buildings and fixtures.	Repairs and renewals of docks and wharves.	Repairs and renewals of telegraph.	Stationery and printing.	Other expenses.	Total.
\$ 487.49		\$ 44.05				\$ 4.75	\$ 1,478.71
9,179.57	\$ 219.17	11,228.33		\$ 275.82	\$ 15.94		43,656.73
248,470.53	47,301.36	117,243.82	*\$ 112.11	13,995.51	482.66		1,422,449.33
30,290.60	11,438.37	19,055.00		9,560.25	5,267.10	4,756.33	462,902.20
5,826.81	1,653.61	2,701.73		658.79		1,696.66	55,410.41
1,004.21	204.50	331.39		170.00		10.41	7,898.17
369,011.46	90,269.98	218,930.57	6,764.28	12,551.48	749.87	818,019.00	2,432,499.44
176,282.50	49,105.28	167,228.83	8,844.61	5,200.25	2,119.07	607.84	1,499,556.22
3,041.90	450.90	605.77		59.85			18,549.81
							143,122.07
762.90	131.84	725.72		37.18	8.31		4,861.42
395,644.32	40,211.81	24,067.71		16,968.92	4,080.12	1,999.81	1,861,626.77
369.13	16.80	99.08					4,610.11
1,592.41	186.93	88.80					9,631.38
2,718.70	65.82	918.91		37.51	1.23		10,840.59
				19.95			19.95
2,172.08	2,910.15	4,172.00				2,715.18	49,381.57
85,788.71	23,342.42	62,201.66		5,712.59	2,707.27	2,431.89	818,385.44
72,132.54	30,093.03	29,119.87		2,130.52	417.82	400.51	410,016.69
674.04	362.83	1,173.64					15,308.44
							1,407.76
14,921.83	4,751.37	19,151.74		437.83	37.04	947.23	123,483.63
1,399.59	157.31	9.20		19.60			29,883.98
1,899.52	50.87	5.03				.60	9,122.40
1,749.92	278.04	10,041.53		89.71	16.07		28,192.40
56,173.53	7,322.18	24,143.17	1,224.85	2,699.23	237.71	153.98	254,913.96
2,193.61	1,323.66	4,964.94		333.67	74.37		36,511.68
\$ 1,451,839.83	\$ 281,902.53	\$ 713,845.49	\$ 16,721.63	\$ 71,179.71	\$ 16,259.18	\$ 333,748.64	\$ 9,748,216.21

TABLE No. 24—OPERATING

Railroads.	Maintenance of Equipment.		
	Superintendence	Repairs and renewals of locomotives.	Repairs and renewals of passenger cars.
Ames & College.....		\$ 739.21	\$ 202.10
Atchison, Topeka & Santa Fe.....	\$ 1,572.76	15,115.90	4,752.69
Chicago, Burlington & Quincy.....	42,429.32	454,429.55	157,023.99
Chicago Great Western.....	5,542.90	240,125.70	41,829.10
Mason City & Fort Dodge.....	832.21	14,948.00	3,223.52
Wisconsin, Minnesota & Pacific.....		1,410.94	433.96
Chicago, Milwaukee & St. Paul.....	28,106.30	340,237.42	144,067.80
Chicago & North-Western.....	43,499.91	464,161.90	152,890.57
Chicago, Iowa & Dakota.....		653.87	783.53
Chicago, St. Paul, Minneapolis & Omaha.....		1,104.20	198.04
Fremont, Elkhorn & Missouri Valley*.....	115.07		
Chicago, Rock Island & Pacific.....	62,120.85	611,818.48	132,162.23
Colfax Northern.....		618.16	138.63
Crooked Creek.....		1,910.89	
Davenport, Rock Island & Northwestern.....		1,176.54	
Des Moines, Iowa Falls & Northern.....		647.55	30.89
Des Moines Union.....	2,500.00	10,718.56	400.00
Dubuque & Sioux City (Illinois Central).....	11,817.89	283,388.59	64,011.29
Iowa Central.....	6,572.56	105,061.53	18,689.91
Albia & Centerville.....		1,329.44	221.57
Manchester & Oneida.....		1,023.84	6.64
Minneapolis & St. Louis.....	2,047.50	26,442.34	8,615.49
Missourian North & South.....		7,613.78	79.83
Newton & Northwestern.....			
Tabor & Northern.....		198.26	58.26
Union Pacific.....		7,272.29	1,153.47
Wabash.....	3,944.83	54,101.59	14,287.48
Willmar & Sioux Falls.....	715.48	13,246.45	1,844.68
Total.....	\$ 212,175.81	\$ 2,673,169.08	\$ 736,155.92

\*For period July 1, 1902 to February 16, 1903.

EXPENSES—IOWA—CONTINUED.

Maintenance of Equipment.						
Repairs and renewals of freight cars.	Repairs and renewals of work cars.	Repairs and renewals of marine equipment.	Repairs and renewals of shop machinery and tools.	Stationery and printing.	Other expenses.	Total.
\$ 17,480.80	769.02		\$ 1,970.93		\$ 548.40	\$ 1,489.80
474,234.10	12,119.38		21,198.72	75.02	1,184.34	42,921.46
140,810.10			15,640.55	3,056.35	6,157.08	1,190,047.09
7,730.59			1,219.57	6,506.33	59,425.47	58,813.16
810.75			128.95		5,529.00	58,032.69
505,205.48	24,934.67		38,027.42	2,225.72	820.84	3,110.94
483,990.19	14,987.13	591.60	36,576.91	5,119.10	29,815.50	1,120,645.46
91.40	138.44		57.59		44,580.80	1,243,378.01
804.80					3.38	1,353.03
423,042.41	20.88		49.40	8.06	98.39	2,109.90
93.59	21,709.70		38,013.74	3,094.64	1129,885.24	1,183,822.91
951.41			15.56			559.04
890.76					50.90	2,022.90
808.53			72.99	8.06		2,143.56
1,187.15			3.40	182.12		2,089.92
247,017.42	11,010.97		8,208.12		4,561.10	27,234.98
79,663.44	3,815.54		27,563.45	2,168.96	80,143.73	650,911.37
1,010.37	85.46		8,974.67	570.15	2,950.47	220,118.90
6.64						2,596.84
19,597.37	143.48		3,558.12	171.10		1,085.48
906.54					922.76	61,698.96
						8,000.15
			3.10			22.60
3,623.30	110.57		1,006.74	41.70	2,229.20	15,871.63
35,761.72	3,346.38	1,210.77	11,292.40	917.29	4,187.89	128,450.15
8,896.58	897.05		42.04	100.35	64.55	25,297.28
\$ 2,453,979.72	\$ 93,126.95	\$ 1,802.27	\$ 231,987.44	\$ 22,250.06	\$ 68,569.62	\$ 6,595,990.05

+Credit.

TABLE No. 25—OPERATING

Railroads.	Conducting Transportation.		
	Superintendence.	Engine and round-house men.	Fuel for locomotives.
Ames & College.....		\$ 1,124.50	\$ 1,711.97
Atchison, Topeka & Santa Fe.....	\$ 2,867.88	14,742.85	22,695.89
Chicago, Burlington & Quincy.....	149,060.97	516,875.75	598,996.16
Chicago Great Western.....	12,980.13	278,772.45	420,268.10
Mason City & Fort Dodge.....	2,250.00	20,699.54	35,284.97
Wisconsin, Minnesota & Pacific.....	8 5.53	2,923.81	4,129.92
Chicago, Milwaukee & St. Paul.....	153,369.28	877,975.87	1,174,209.25
Chicago & North-Western.....	91,467.84	920,506.15	1,066,562.23
Chicago, Iowa & Dakota.....	2,164.80	2,474.85	2,910.51
Chicago, St. Paul, Minneapolis & Omaha.....			
Fremont, Elkhorn & Missouri Valley*.....	139.44	1,965.41	4,081.70
Chicago, Rock Island & Pacific.....	167,676.43	816,993.43	1,151,728.01
Colfax Northern.....	1,200.00	1,829.91	2,008.17
Crooked Creek.....	2,554.44	2,775.94	2,288.74
Davenport, Rock Island & Northwestern.....	71.93	1,264.09	1,044.50
Des Moines, Iowa Falls & Northern.....		4,144.28	3,675.64
Des Moines Union.....	8,200.00	22,415.76	8,215.06
Dubuque & Sioux City (Illinois Central).....	75,890.02	342,295.68	271,951.96
Iowa Central.....	30,706.95	170,737.26	197,335.52
Albia & Centerville.....		2,153.69	2,455.63
Manchester & Oneida.....		2,140.92	2,211.91
Minneapolis & St. Louis.....	9,727.82	36,488.76	58,292.24
Muscatine North & South.....	2,378.88	5,573.02	4,234.60
Newton & Northwestern.....		3,204.18	3,382.78
Tabor & Northern.....		1,249.85	2,208.54
Union Pacific.....	1,422.64	7,311.83	9,088.88
Wabash.....	11,084.5	62,289.02	60,351.94
Willmar & Sioux Falls.....	5,706.24	17,044.59	39,619.80
Total.....	\$ 726,264.63	\$ 4,187,772.68	\$ 5,150,972.12

\* For period from July 1, 1902, to February 16, 1903.

EXPENSES—IOWA—CONTINUED.

Conducting Transportation.							
Water supply for locomotives.	Oil, tallow and waste for locomotives.	Other supplies for locomotives.	Train service.	Train supplies and expenses.	Switchmen, flagmen and watchmen.	Telegraph expense.	
\$ 4.67	\$ 255.00		\$ 1,040.50		\$ 490.00		
174.10	753.59	463.13	9,021.82	4,575.05	14,241.58	5,496.92	
33,036.80	18,115.85	10,363.57	349,070.22	80,886.02	144,535.88	98,205.88	
22,074.27		21,190.50	177,713.50	11,821.87	81,385.41	56,971.45	
2,616.39		1,508.31	18,680.2	1,472.70	3,317.85	5,477.77	
176.50	152.70		2,276.23	138.40	303.78	857.62	
41,442.14	27,719.06	17,715.55	595,610.22	125,094.87	353,195.40	95,487.79	
46,053.87	34,840.44	18,941.47	635,766.2	108,155.85	344,101.73	142,411.63	
180.97	152.59	9.58	2,163.85	811.30	8.40	360.97	
101.77	94.85	33.36	1,490.88	186.62	294.28	310.84	
41,251.74	23,628.48	31,472.96	590,652.76	163,766.43	182,747.57	178,513.07	
29.03		195.91	1,657.12	34.03		182.45	
216.20	128.04		693.21				
875.24	20.14	14.55		177.27	1,713.86	1,806.72	
244.40	65.36		3,485.12	88.54		837.04	
3,228.19	465.20	4,084.17	10,697.25	965.10	23,698.19		
18,041.48	16,225.12	5,831.99	212,083.14	74,307.77	75,189.65	53,665.08	
11,209.48	7,034.05	6,573.37	108,240.63	12,605.12	25,896.57	26,890.01	
329.22	88.63	79.77	1,398.80	150.67		607.62	
17.09	148.66		1,433.65				
1,785.55	1,676.21	775.71	24,845.11	6,821.29	7,012.52	10,154.81	
335.99	373.42		1,599.85	48.70	1,521.25	1,495.00	
	240.00		7,358.46	201.36			
8.40	41.85	71.01	572.31	24.06		46.59	
3,133.29	377.70	133.99	3,255.94	3,927.68	37,478.05	2,676.51	
4,271.01	2,752.01	1,404.96	42,911.11	14,207.7	29,076.74	12,795.08	
2,127.53	831.35	374.17	12,959.21	1,644.98	1,485.14	3,531.40	
Total.....	\$ 282,515.30	\$ 186,006.70	\$ 121,283.05	\$ 2,806,068.42	\$ 617,615.46	\$ 1,324,683.75	\$ 698,392.15

TABLE No. 26—OPERATING

EXPENSES—IOWA—CONTINUED.

Railroads.	Conducting Transportation.		
	Station service.	Station supplies.	Switching charges—balance.
Ames & College			
Atchison, Topeka & Santa Fe	\$ 6,981.02	\$ 51.58	\$ 533.70
Chicago, Burlington & Quincy	310,732.88	25,449.19	37,115.97
Chicago Great Western	205,754.01	15,786.03	15,555.00
Mason City & Fort Dodge	11,111.11	1,408.65	1,298.10
Wisconsin, Minnesota & Pacific	1,827.16	190.25	218.73
Chicago, Milwaukee & St. Paul	680,143.71	53,489.18	37,801.39
Chicago & North-Western	591,099.21	53,940.98	79,733.19
Chicago, Iowa & Dakota	2,450.16	513.46	
Chicago, St. Paul, Minneapolis & Omaha			
Fremont, Elkhorn & Missouri Valley *	961.98	155.13	85.21
Chicago, Rock Island & Pacific	404,831.84	41,314.06	
Colfax Northern	1,020.90	55.78	
Crooked Creek	1,451.89		
Davenport, Rock Island & Northwestern	3,961.10	318.98	
Des Moines, Iowa Falls & Northern	1,401.17	4.25	
Des Moines Union	22,457.20	972.10	
Dubuque & Sioux City (Illinois Central)	180,747.25	24,310.68	37,802.13
Iowa Central	58,103.76	5,837.80	2,641.69
Albia & Centerville	2,053.58	54.74	
Manchester & Oneida	748.78	99.97	
Minneapolis & St. Louis	21,678.31	1,930.61	
Muscatine North & South	4,031.34	206.18	1,290.90
Newton & Northwestern	1,440.00		
Tabor & Northern	793.46	72.8	
Union Pacific	90,992.12	4,895.88	
Wabash	49,401.49	3,130.07	
Willmar & Sioux Falls	3,567.20	1,358.50	3,654.99
<b>Total</b>	<b>\$2,684,772.48</b>	<b>\$ 240,726.93</b>	<b>\$ 217,676.09</b>

\* For period from July 1, 1902, to February 16, 1903.

Conducting Transportation.						
Car mileage—balance.	Hire of equipment—balance.	Loss and damage.	Injuries to persons.	Clearing wrecks.	Operating marine equipment.	Advertising.
\$ 1,431.93		\$ 2,664.19	\$ 1,096.62	\$ 191.31		\$ 1,413.83
5,273.71	†\$ 5,984.26	46,970.44	51,915.86	13,643.81		44,261.45
18,847.25		24,180.40	37,808.19			16,610.75
5,204.08		2,091.19	6,723.26			
239.93	562.02	256.88	233.22			
40,722.39		75,957.02	87,088.48	12,367.55		43,355.75
117,850.41		84,527.59	146,159.21	13,733.69	878.11	50,677.96
		221.66		30.69		4.90
330.68	137.56	190.88	104.20	29.06		29.27
78,379.40		105,177.27	92,723.22	16,273.97		114,725.16
	196.95	62.47		23.25		12.15
	20.00	65.50	27.85			
		106.52	967.28	28.08		2.13
1,239.08		215.10	2,799.10			
			228.20			
147,287.97		45,307.42	47,933.15	5,198.97		14,894.41
		16,271.60	8,582.57	8,777.99		818.45
3,204.87		174.12		71.56		
51.19		56.98				
		4,834.25	2,843.67	704.42		978.36
68.75	2,387.90	106.45	180.00	240.04		35.00
270.82	303.27	44.18	5.25	14.45		3.00
363.45		570.45	872.33	489.76		383.16
13,047.83	896.23	5,501.02	9,937.83	1,031.17	2,551.86	3,066.01
6,925.44	3,048.53	2,235.57	985.34	77.49		209.38
<b>\$ 440,539.18</b>	<b>\$ 1,568.20</b>	<b>\$ 417,789.10</b>	<b>\$ 499,164.38</b>	<b>\$ 70,927.26</b>	<b>\$ 3,429.47</b>	<b>\$ 292,017.08</b>

† Credit

TABLE No. 27—OPERATING

Railroads.	Conducting Transportation.	
	Outside agencies.	
Ames & College		
Atchison, Topeka & Santa Fe	\$ 3,801.01	
Chicago, Burlington & Quincy	93,428.28	
Chicago Great Western	92,510.30	
Mason City & Fort Dodge	2,180.34	
Wisconsin, Minnesota & Pacific	228.00	
Chicago, Milwaukee & St. Paul	135,030.60	
Chicago & North-Western	121,649.72	
Chicago, Iowa & Dakota	80.32	
Chicago, St. Paul, Minneapolis & Omaha		
Fremont, Elkhorn & Missouri Valley*	155.68	
Chicago, Rock Island & Pacific	255,548.28	
Colfax Northern		
Crooked Creek		
Davenport, Rock Island & Northwestern		
Des Moines Iowa Falls & Northern		
Des Moines Union		
Dubuque & Sioux City (Illinois Central)	45,767.10	
Iowa Central	11,885.26	
Albia & Centerville		
Manchester & Oneida		
Minneapolis & St. Louis	6,013.82	
Muscatine North & South		
Newton & Northwestern		
Tabor & Northern		
Union Pacific	2,484.89	
Wabash	21,691.68	
Willmar & Sioux Falls	3,868.76	
<b>Total</b>	<b>\$ 796,273.94</b>	

\* For period from July 1, 1902, to February 16, 1903.

EXPENSES—IOWA—CONTINUED.

Conducting Transportation.						
Commissions.	Stock yards and elevators.	Rents for tracks, yards and terminal.	Rents of buildings and other property.	Stationery and printing.	Other expenses.	Total.
			\$ 42.25	\$ 170.52	\$ 4,829.41	
\$ 197.90		\$ 236.89	924.56	306.95	85,058.70	
		\$ 69,183.21	32,820.42	181.65	2,729,576.38	
	\$ 5,335.00	36,478.93	16,110.93	10,012.35	1,580,966.82	
			177.78	175.24	121,077.53	
			23.65	91.86	15,240.70	
	14,211.42	91,479.70	12,719.22	53,792.10	43,557.23	4,843,615.20
35,416.86		30,597.87	5,631.96	48,293.55	4,525.02	4,798,581.82
.16				19.75		14,568.38
18.36		115.26	29.87	75.21	.19	296,685.86
	630.88	17,324.45	62,685.01	84,411.29	11,438.02	4,023,892.73
	28.40				396.06	8,880.58
				169.81	443.55	10,834.67
		1,362.02	266.93	178.44	12.69	15,698.47
		1,225.07		728.44		20,202.59
				552.00		101,208.41
665.20		74,091.43	4,511.74	40,335.52	4,418.81	1,818,738.62
		918.07	806.99	10,441.17	1,671.90	721,421.19
		60.00				12,831.80
						6,911.05
		900.00	204.81	4,507.54	3,066.68	204,142.49
		51.00	17.27	510.73	5.00	26,639.27
						15,826.78
	18.02			17.50	54.74	5,820.18
81.39				3,617.98		173,517.37
358.41		7,741.83	3,278.73	5,023.09	265.70	365,667.50
32		21,650.81	1,514.26	1,032.33	85.74	140,571.17
<b>\$ 36,738.10</b>	<b>\$ 20,223.82</b>	<b>\$ 352,573.70</b>	<b>\$ 91,904.08</b>	<b>\$ 808,806.04</b>	<b>\$ 89,511.18</b>	<b>\$ 22,788,059.81</b>

† Credit

TABLE No. 28—OPERATING EXPENSES—IOWA—CONTINUED.

Railroads.	General Expenses.							Total.
	Salaries of general officers.	Salaries of clerks and attendants.	General office expense and supplies.	Insurance.	Law expenses.	Stationery and printing, general office.	Other expenses.	
Ames & College.....	\$ 380.10						\$ 11.52	\$ 371.52
Atchison, Topeka & Santa Fe.....	1,099.75	2,848.22	28.45	887.67	993.28	523.74	540.83	7,721.19
Chicago, Burlington & Quincy.....	72,596.15	92,416.82	14,746.02	38,018.55	55,640.82	10,611.67	15,957.83	299,987.80
Chicago Great Western.....	48,338.80	66,910.45	14,460.52	21,723.75	16,166.18	3,048.25	23,574.75	194,212.70
Mason City & Fort Dodge.....				5,967.20	100.00		1,006.70	7,073.90
Wisconsin, Minnesota & Pacific.....				210.00	15.20		172.18	397.38
Chicago, Milwaukee & St. Paul.....	73,907.13	76,472.77	8,774.18	40,516.83	19,365.73	10,609.66	44,389.06	274,695.36
Chicago & North-Western.....	37,516.02	71,747.01	23,636.09	2,345.08	37,190.66	8,907.19	29,205.13	210,547.18
Chicago, Iowa & Dakota.....								16,220.63
Chicago, St. Paul, Minneapolis & Omaha.....								559.20
Fremont, Elkhorn & Missouri Valley*.....	155.89	246.19	45.85		76.14	4.92	30.71	877,633.78
Chicago, Rock Island & Pacific.....	82,973.03	142,279.63	6,634.61	4,576.42	57,111.00	30,268.76	53,780.33	3,953.76
Colfax Northern.....	2,400.00	363.67	134.76	571.29	6.50		477.54	21.55
Crooked Creek.....					21.55			2,880.54
Davenport, Rock Island & Northwestern.....	1,165.53	1,000.62	123.37	117.45	65.98	112.19	295.40	358.77
Des Moines, Iowa Falls & Northern.....		166.66			10.00	182.11		9,799.74
Des Moines Union.....	3,200.00	1,825.00	3,659.64		320.00	795.10		104,579.95
Dubuque & Sioux City (Illinois Central).....	26,062.85	26,378.60	8,597.85	18,528.87	10,534.54	3,616.13	13,861.61	77,620.77
Iowa Central.....	36,934.00	21,127.36	1,755.08	5,729.89	2,234.35	2,871.32	6,968.77	740.52
Albia & Centerville.....		600.00		24.98	15.80	98.39	1.35	1,267.40
Manchester & Oneida.....	1,267.40							24,330.10
Minneapolis & St. Louis.....	11,043.65	6,476.96	371.88	1,827.77	1,814.13	1,039.58	1,756.13	5,056.87
Muscatine North & South.....	4,100.84	412.00		25.00		519.03		3,098.52
Newton & Northwestern.....								4,105.87
Tabor & Northern.....	2,568.35		25.67	31.50	108.45	36.08	328.47	18,731.96
Union Pacific.....	215.93	1,019.94	124.24	659.58	1,570.35	89.42	425.91	5,845.72
Wabash.....	3,570.00	7,576.33	643.95	1,880.48	3,430.19	1,072.85	558.66	
Willmar & Sioux Falls.....	872.26	2,813.23	339.21	619.92	653.20	480.25	67.65	
<b>Total.....</b>	<b>\$ 407,997.06</b>	<b>\$ 522,681.46</b>	<b>\$ 84,381.87</b>	<b>\$ 144,261.73</b>	<b>\$ 207,354.11</b>	<b>\$ 74,946.14</b>	<b>\$ 193,420.53</b>	<b>\$ 1,651,213.03</b>

\* For period from July 1, 1902 to February 16, 1903.

TABLE No. 29—OPERATING EXPENSES—IOWA—CONTINUED.

Railroads	Recapitulation of Expenses.					Percentage of expenses to earnings—Iowa.
	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.	General expenses.	Grand total.	
Ames & College.....	\$ 1,437.71	\$ 1,489.80	\$ 4,829.41	\$ 371.52	\$ 8,164.44	71.40
Atchison, Topeka & Santa Fe.....	43,658.73	42,921.46	95,053.70	7,721.92	189,353.81	68.93
Chicago, Burlington & Quincy.....	1,422,449.33	1,180,647.09	2,729,576.86	299,987.80	5,632,660.64	64.54
Chicago Great Western.....	462,902.20	508,813.16	1,586,966.82	194,212.70	2,752,894.88	81.13
Mason City & Fort Dodge.....	55,410.41	33,031.69	121,077.53	7,073.90	216,593.53	48.04
Wisconsin, Minnesota & Pacific.....	7,898.17	3,110.94	15,240.70	397.38	26,647.19	83.00
Chicago, Milwaukee & St. Paul.....	2,432,499.44	1,120,645.46	4,843,615.20	274,095.36	8,670,855.46	77.48
Chicago & North-Western.....	1,499,556.22	1,243,278.01	4,798,531.32	210,547.18	7,751,912.73	64.10
Chicago, Iowa & Dakota.....	13,549.81	1,553.03	14,508.38		29,611.22	83.26
Chicago, St. Paul, Minneapolis & Omaha.....	143,122.07	77,142.98	296,685.36	16,220.63	533,171.04	55.63
Fremont, Elkhorn & Missouri Valley*.....	4,861.42	2,199.90	11,069.66	559.20	18,690.18	64.92
Chicago, Rock Island & Pacific.....	1,861,626.77	1,188,822.91	4,623,892.73	377,633.78	8,051,976.19	66.00
Colfax Northern.....	4,610.11	859.04	8,880.58	3,953.76	18,303.49	53.47
Crooked Creek.....	9,631.33	2,622.30	10,834.67	21.55	23,109.90	95.49
Davenport, Rock Island & Northwestern.....	10,840.59	2,143.56	13,698.47	2,880.54	29,563.16	80.75
Des Moines, Iowa Falls & Northern.....	19.85	2,039.92	20,202.59	353.77	22,621.23	101.60
Des Moines Union.....	49,331.57	27,234.92	101,208.41	9,799.74	187,624.65	78.00
Dubuque & Sioux City (Illinois Central).....	816,385.44	656,911.37	1,818,738.62	104,579.95	3,396,615.38	91.26
Iowa Central.....	410,016.69	226,118.80	721,421.19	77,620.77	1,435,176.95	78.98
Albia & Centerville.....	15,308.44	2,596.84	12,881.80	740.52	31,527.60	93.67
Manchester & Oneida.....	1,407.78	1,035.48	6,911.06	1,267.40	10,621.69	71.18
Minneapolis & St. Louis.....	123,453.63	61,698.96	204,142.49	24,330.10	413,625.18	74.45
Muscatine North & South.....	29,388.98	8,600.15	26,889.27	5,056.87	69,790.27	143.40
Newton & Northwestern.....			15,828.78		15,828.78	39.47
Tabor & Northern.....	9,122.40	222.61	5,820.18	3,098.52	18,263.71	90.02
Union Pacific.....	28,192.40	15,871.83	173,517.37	4,105.87	221,688.77	100.39
Wabash.....	254,913.96	123,450.15	365,667.50	18,731.96	767,763.57	128.04
Willmar & Sioux Falls.....	36,511.63	25,297.38	140,571.17	5,845.72	208,225.90	68.12
<b>Total.....</b>	<b>\$ 9,748,216.21</b>	<b>\$ 6,565,359.05</b>	<b>\$ 22,788,059.31</b>	<b>\$ 1,651,213.03</b>	<b>\$ 40,752,847.60</b>	<b>71.24</b>

\* For period July 1, 1902, to February 16, 1903.

TABLE No. 30—OPERATING

Railroads.	Maintenance of Way and Structures.			
	Repairs of roadway.	Renewals of rails.	Renewals of ties.	Repairs and renewals of bridges and culverts.
Ames & College.....	\$ 750.80		\$ 186.02	\$ 487.49
Atchison, Topeka & Santa Fe.....	2,790,549.88	574,247.23	758,772.77	551,071.17
Chicago, Burlington & Quincy.....	4,477,726.25	885,379.35	1,309,307.88	1,480,608.17
Chicago Great Western.....	589,482.26	24,254.01	151,232.78	61,948.61
Mason City & Fort Dodge.....	27,018.18	47.41	15,809.22	5,826.81
Wisconsin, Minnesota & Pacific.....	64,914.21	21.64	23,122.67	14,846.77
Chicago, Milwaukee & St. Paul.....	3,833,464.08	588,607.72	620,327.90	1,282,180.19
Chicago & North-Western.....	3,537,390.28	892,707.15	608,010.17	783,496.76
Chicago, Iowa & Dakota.....	7,518.16		1,870.23	3,044.90
Chicago, St. Paul, Minneapolis & Omaha.....	904,918.93	841,279.83	194,561.63	279,121.66
Fremont, Elkhorn & Missouri Valley*.....	323,238.69	46,862.61	48,794.93	99,620.89
Chicago, Rock Island & Pacific.....	2,771,909.07	403,976.65	614,822.32	761,199.58
Colfax Northern.....	2,356.01	22.50	1,746.64	369.13
Crooked Creek.....	4,547.14		3,221.10	1,592.41
Davenport, Rock Island & Northwestern.....	12,426.44	201.20	68.73	4,184.31
Des Moines, Iowa Falls & Northern.....				
Des Moines Union.....	18,641.16	11,275.00	7,496.00	2,172.03
Dubuque & Sioux City (Illinois Central).....	487,747.19	183,860.64	34,478.47	92,026.03
Iowa Central.....	296,173.51	2,673.91	101,424.53	100,488.61
Albia & Centerville.....	6,761.59	71.87	6,274.47	674.04
Manchester & Oneida.....	1,407.76			
Minneapolis & St. Louis.....	254,260.69	6,496.77	72,780.92	85,630.28
Muscatine North & South.....	16,751.85		11,046.43	1,899.59
Newton & Northwestern.....				
Tabor & Northern.....	1,608.69	4,965.26	592.53	1,899.52
Union Pacific.....	1,712,807.03	184,804.88	361,583.15	295,073.34
Wabash.....	1,072,302.45	847,412.21	848,003.59	815,290.78
Willmar & Sioux Falls.....	182,725.25	144.68	25,897.21	87,990.56
<b>Total.....</b>	<b>\$28,869,370.83</b>	<b>\$ 3,454,009.47</b>	<b>\$ 5,314,233.02</b>	<b>\$ 6,661,791.18</b>

\* For period July 1, 1902 to February 16, 1903.

EXPENSES—ENTIRE LINE.

Repairs and renewals of fences, road crossings, signs and cattle guards.	Repairs and renewals of buildings and fixtures.	Repairs and renewals of docks and wharves.	Maintenance of Way and Structures.			Other ex-penses.	Total.
			Repairs and renewals of telegraph.	Stationery and printing.			
	\$ 44.05				\$ 4.75	\$ 1,473.71	
\$ 80,284.78	639,332.60		\$ 76,732.84	\$ 1,896.25		5,472,887.02	
211,532.74	871,630.34	\$ 3,887.97	86,990.23	2,233.70		8,778,694.61	
22,976.74	38,111.65		19,059.08	10,534.07	9,512.65	927,093.85	
1,653.61	2,701.73		656.79		1,696.06	55,410.41	
2,921.42	4,734.16		2,488.66		148.73	112,833.20	
204,416.18	743,330.68	23,503.40	43,611.83	2,605.52	1,105,000.00	8,452,048.09	
204,322.95	695,816.85	36,801.69	21,637.79	8,817.28	2,527.10	6,239,528.02	
450.90	605.77		59.85			13,549.81	
41,848.08	263,117.08	1,631.57	14,222.86	984.74		2,041,684.88	
17,163.75	94,841.08		4,858.49	433.12		655,313.11	
115,825.32	346,060.49	159.47	45,820.12	11,192.36	6,159.18	5,075,424.56	
16.80	99.03					4,610.11	
186.93	83.80					9,631.88	
88.19	1,276.45		56.69	1.90		13,298.97	
			19.95			19.95	
2,910.15	4,172.00				2,715.18	49,881.57	
24,331.07	64,078.62		5,833.50	2,878.05	2,579.50	847,812.07	
32,901.93	40,921.63		3,561.58	532.24	468.93	519,151.92	
362.83	1,173.64					15,808.44	
20,577.99	96,256.16		2,069.05	353.98	1,852.13	407,827.97	
157.31	9.20		19.60			29,833.95	
50.67	5.08				.60	9,122.40	
45,539.67	852,893.06		30,960.95	3,350.91		2,986,518.99	
100,272.63	350,408.94	17,777.26	42,078.89	4,175.81	2,284.13	3,700,961.69	
7,986.80	17,905.17		1,690.17	320.67		274,610.46	
<b>\$ 1,149,728.45</b>	<b>\$ 4,623,115.26</b>	<b>\$ 83,761.36</b>	<b>\$ 401,268.92</b>	<b>\$ 50,310.66</b>	<b>\$ 1,134,899.54</b>	<b>\$ 46,742,488.49</b>	



TABLE No. 31—OPERATING EXPENSES

Railroads.	Maintenance of Equipment.		
	Superin- tence.	Repairs and renewals of locomo- tives.	Repairs and renewals of passen- ger cars.
Ames & College.....		\$ 739.21	\$ 202.10
Atchison, Topeka & Santa Fe.....	\$ 179,096.07	1,743,08.74	444,494.79
Chicago, Burlington & Quincy.....	214,276.60	3,201,846.65	718,872.15
Chicago Great Western.....	11,125.82	481,128.74	83,178.04
Mason City & Fort Dodge.....	632.21	14,698.00	3,228.52
Wisconsin, Minnesota & Pacific.....		20,241.95	6,199.41
Chicago, Milwaukee & St. Paul.....	97,659.36	1,213,472.61	500,652.53
Chicago & North-Western.....	180,999.47	1,931,333.86	634,034.40
Chicago, Iowa & Dakota.....		653.87	785.58
Chicago, St. Paul, Minneapolis & Omaha.....	80,611.64	417,301.71	123,145.89
Fremont, Elkhorn & Missouri Valley *.....	15,038.01	144,302.57	25,880.75
Chicago, Rock Island & Pacific.....	180,214.89	1,727,854.92	407,611.41
Colfax Northern.....	616.16	183.63	93.59
Crooked Creek.....		1,910.89	
Davenport, Rock Island & Northwestern.....		2,659.58	45.68
Des Moines, Iowa Falls & Northern.....		647.85	400.00
Des Moines Union.....	2,500.00	10,718.56	
Dubuque & Sioux City (Illinois Central).....	12,270.89	277,652.95	66,038.58
Iowa Central.....	8,761.29	187,168.58	22,959.04
Albia & Centerville.....		1,329.44	221.57
Manchester & Oneida.....		1,028.84	
Minneapolis & St. Louis.....	8,360.38	110,403.06	37,900.84
Muscatine North & South.....		7,613.78	79.83
Newton & Northwestern.....			
Tabor & Northern.....		189.26	58.25
Union Pacific.....	124,227.57	2,180,567.46	280,295.12
Wabash.....	45,655.82	1,811,864.54	346,447.05
Willmar & Sioux Falls.....	3,082.42	58,651.23	5,723.02
<b>Total</b> .....	<b>\$ 1,220,048.18</b>	<b>\$ 14,995,011.90</b>	<b>\$ 8,718,593.00</b>

\* For period from July 1, 1902, to February 16, 1903.

—ENTIRE LINE—CONTINUED.

Maintenance of Equipment.						
Repairs and renewals of freight cars.	Repairs and renewals of work cars.	Repairs and renewals of marine equipment	Repairs and renewals of shop ma- chinery and tools.	Stationery and print- ing.	Other ex- penses.	Totals.
\$ 1,939,092.58	\$ 87,838.26		\$ 195,633.34	\$ 8,588.96	\$ 548.49	\$ 1,489.80
3,262,057.43	104,338.30		194,778.23	17,801.96	185,148.78	4,783,796.52
+ 280,661.68			31,231.11	13,012.67	43,996.55	7,762,987.87
7,730.36			1,219.57		117,659.88	1,018,050.94
11,532.08			1,842.18		5,529.09	38,032.69
1,753,879.37	86,658.25		125,182.14	7,733.56	4,576.32	44,441.94
2,011,221.34	61,111.92	\$ 2,461.19	153,441.74	12,978.80	108,598.29	3,893,834.18
91.40	38.44		57.59		185,538.58	5,173,175.80
351,557.43	17,594.15		54,850.68	959.07	3.08	1,553.08
79,045.76	2,728.26		6,455.48	1,183.78	49,449.86	1,100,470.53
1,260,178.37	49,033.00		168,995.52	10,737.62	12,858.77	287,493.39
			15.66		369,948.03	3,444,677.10
	661.41					859.04
	1,394.44				50.00	2,622.90
	803.55		112.40	4.03		4,216.13
	1,187.15		6.40	182.12		2,039.92
253,144.67	11,484.94		8,268.12		4,561.10	27,234.98
104,392.85	3,361.69		29,358.20	2,245.08	81,811.27	684,001.58
1,010.87	85.46		11,571.16	785.74	3,797.79	292,741.14
	6.64					2,596.84
124,810.70	4,373.74		14,733.99	700.18	8,746.85	1,035.48
906.54						304,532.24
						8,600.15
			3.10		22.00	222.61
972,296.59	55,415.97		257,656.08	12,022.48	646,967.45	4,559,453.70
967,129.55	81,148.80	29,350.13	273,621.43	7,693.70	101,544.43	3,114,663.95
31,033.62	4,022.49		232.40	432.11	879.08	98,536.32
<b>\$ 13,870,338.83</b>	<b>\$ 569,137.79</b>	<b>\$ 31,820.32</b>	<b>\$ 1,559,564.50</b>	<b>\$ 97,011.29</b>	<b>\$ 1,091,889.12</b>	<b>\$ 36,648,895.02</b>

+ Including work cars.

† Credit.

TABLE No. 32—OPERATING EXPENSES—

Railroads.	Conducting Transportation.		
	Superintend- ence.	Engine and roundhouse men.	Fuel for loco- motives.
Ames & College.....	\$ 968,996.69	\$ 1,124.50	\$ 1,711.97
Atchison, Topeka & Santa Fe.....	818,141.89	2,258,860.72	2,183,052.75
Chicago, Burlington & Quincy.....	25,950.26	37,492,053.42	4,125,330.16
Chicago Great Western.....	2,250.00	537,544.91	340,535.09
Mason City & Fort Dodge.....	5,079.08	20,666.54	35,294.97
Wisconsin, Minnesota & Pacific.....	532,902.23	41,769.91	58,996.95
Chicago, Milwaukee & St. Paul.....	390,560.04	8,030,645.94	4,079,948.74
Chicago & North Western.....	2,164.30	5,830,149.09	4,437,876.22
Chicago, Iowa & Dakota.....	119,103.98	2,474.85	2,910.51
Chicago, St. Paul, Minneapolis & Omaha.....	18,223.10	743,585.05	1,220,728.84
Fremont, Elkhorn & Missouri Valley*.....	460,715.49	256,849.48	533,416.25
Chicago, Rock Island & Pacific.....	1,300.00	2,390,178.41	2,923,512.22
Colfax Northern.....	110.41	1,829.91	2,005.17
Crooked Creek.....	3,300.00	2,775.94	2,288.74
Davenport, Rock Island & Northwestern.....	79,537.85	4,144.28	8,975.64
Des Moines, Iowa Falls & Northern.....	39,174.79	22,415.78	9,215.05
Des Moines Union.....	279,622.53	854,143.15	279,755.25
Dubuque & Sioux City (Illinois Central).....	253,024.26	222,217.06	252,524.82
Iowa Central.....	25,746.33	2,158.69	2,455.03
Albia & Centerville.....	59,474.44	2,140.92	2,211.91
Manchester & Oneida.....	2,378.33	166,244.01	274,567.33
Minneapolis & St. Louis.....	1,662,737.43	8,573.02	4,234.00
Muscataine North & South.....	258,024.26	5,204.18	3,382.73
Newton & Northwestern.....	1,404,863.29	1,249.85	2,208.54
Tabor & Northern.....	164,896.70	1,662,737.43	2,170,612.10
Union Pacific.....	99,418.28	1,449,650.80	1,404,863.29
Wabash.....	6,064.67	74,600.23	166,359.43
Willmar & Sioux Falls.....	8,400.00	41.55	84.00
<b>Total.....</b>	<b>\$ 3,464,985.29</b>	<b>\$ 20,535,971.76</b>	<b>\$ 25,067,455.99</b>

ENTIRE LINE—CONTINUED.

Conducting Transportation.						
Water supply for loco- motives.	Oil, tallow and waste for loco- motives.	Other sup- plies for locomotives.	Train service.	Train sup- plies and equipment.	Switchmen, watchmen and flag- men.	Telegraph ex- penses.
\$ 4.67	\$ 255.00	\$ 1,040.50	\$ 1,473,185.12	\$ 410,643.00	\$ 629,054.41	\$ 519,703.57
147,006.64	58,943.79	58,064.96	2,185,944.42	536,535.10	1,464,403.75	670,731.35
219,017.15	132,908.33	78,236.15	355,428.00	23,643.74	162,770.32	113,042.90
44,148.54	43,391.01	1,508.31	18,030.25	1,472.70	8,317.55	5,477.77
2,512.33	.....	2,182.37	82,517.53	1,977.10	5,196.17	12,251.75
143,996.30	98,813.62	61,535.08	2,069,528.20	434,859.05	1,227,225.15	382,132.59
191,626.30	145,035.60	78,813.86	3,645,370.81	450,087.45	1,431,775.53	562,562.55
180.97	152.59	9.58	2,163.85	811.30	8.40	360.97
46,078.10	21,420.28	14,388.42	517,359.16	103,182.00	120,967.75	145,224.95
13,296.55	12,364.90	4,362.38	194,535.81	24,849.91	88,458.46	40,622.09
139,843.00	67,025.15	89,243.47	1,601,707.19	517,536.08	779,821.08	46,299.10
29.03	.....	165.91	1,657.12	34.03	.....	132.45
219.20	129.04	59.33	806.81	.....	.....	.....
815.19	111.63	.....	.....	278.57	5,171.59	3,214.70
244.40	65.96	.....	3,535.12	88.54	.....	367.04
3,223.19	495.20	4,084.17	10,097.25	965.10	23,063.19	.....
15,617.81	17,151.52	8,182.95	220,596.53	79,438.12	75,021.46	55,795.97
14,967.94	9,171.45	8,537.14	187,738.76	15,963.15	34,194.22	35,173.52
39.22	98.83	79.77	1,333.30	150.67	.....	667.62
17.09	148.00	.....	1,435.65	.....	.....	.....
8,332.15	5,734.09	3,108.01	109,310.98	25,910.98	55,078.35	38,525.03
385.90	373.42	.....	1,599.85	45.70	1,531.25	1,495.00
.....	240.00	.....	7,351.40	201.89	.....	.....
.....	.....	71.01	572.81	.....	.....	44.59
164,896.70	84,311.74	34,095.58	997,899.52	332,722.24	432,060.23	437,920.52
99,418.28	64,059.28	32,702.57	938,333.72	330,707.61	297,833.91	237,833.91
6,064.67	3,573.22	1,523.98	54,387.96	7,117.31	10,920.10	19,404.98
<b>\$ 1,298,902.21</b>	<b>\$ 792,440.52</b>	<b>\$ 474,653.04</b>	<b>\$ 13,484,402.96</b>	<b>\$ 3,395,875.00</b>	<b>\$ 7,136,191.13</b>	<b>\$ 3,779,829.02</b>

\* For period from July 1, 1902, to February 16, 1903.

TABLE No. 33—OPERATING EXPEN

Railroads.	Conducting Transportation.		
	Station service.	Station supplies.	Switching charges—balance.
Ames & College.....			
Atchison, Topeka & Santa Fe.....	\$ 1,285,278.53	\$ 101,456.54	
Chicago, Burlington & Quincy.....	2,296,248.50	246,836.10	\$ 492,857.89
Chicago Great Western.....	411,508.02	31,572.66	31,111.12
Mason City & Fort Dodge.....	11,111.11	1,408.65	1,298.10
Wisconsin, Minnesota & Pacific.....	26,102.17	2,719.25	3,024.75
Chicago, Milwaukee & St. Paul.....	2,863,251.28	185,785.90	131,346.04
Chicago North Western.....	2,459,514.89	245,248.50	331,788.15
Chicago, Iowa & Dakota.....	2,450.06	513.46	
Chicago, St. P., Minneapolis & Omaha.....	486,021.35	55,675.72	
Fremont, Elkhorn & Missouri Valley*.....	125,716.10	20,273.3-	4,601.45
Chicago, Rock Island & Pacific.....	1,287,881.54	160,858.53	
Colfax Northern.....	1,020.90	55.78	
Crooked Creek.....	1,451.89		
Davenport, Rock Island & Northwestern.....	11,439.2-	1,013.91	
Des Moines, Iowa Falls & Northern.....	1,401.17	4.25	
Des Moines Union.....	22,487.20	972.10	
Dubuque & Sioux City (Illinois Central).....	186,056.61	24,943.05	40,172.29
Iowa Central.....	78,938.13	7,251.81	9,811.97
Albia & Centerville.....	2,073.53	54.74	
Manchester & Oneida.....	748.73	49.97	
Minneapolis & St. Louis.....	105,277.15	9,236.8-	8,495.90
Muscatine North & South.....	4,081.34	206.18	1,290.90
Newton & Northwestern.....	1,440.00		
Tabor & Northern.....	798.46	72.88	
Union Pacific.....	765,741.75	67,849.97	
Wabash.....	1,149,941.42	72,860.14	
Willmar & Sioux Falls.....	42,179.19	6,699.26	6,085.60
<b>Total.....</b>	<b>\$13,129,539.80</b>	<b>\$ 1,243,718.48</b>	<b>\$ 1,061,859.16</b>

\* For period from July 1, 1902, to February 16, 1903.  
+ Credit.

SES—ENTIRE LINE—CONTINUED.

Conducting Transportation.						
Car mileage—balance.	Hire of equipment—balance.	Loss and damage.	Injuries to persons.	Clearing wrecks.	Operating marine equipment.	Advertising.
\$ 109,651.55		\$ 320,516.12	\$ 194,994.68	\$ 62,939.44		\$ 147,520.04
233,296.31	+ \$ 4,196.66	313,185.97	302,159.46	77,707.72		237,386.90
37,292.42		45,869.81	75,616.83			
5,204.08		2,091.19	6,723.26			
3,427.48	8,029.95	8,669.77	3,331.63			
141,495.46		263,922.94	302,600.71	42,972.74		150,645.42
490,365.68		351,712.28	608,156.24	57,144.74	\$ 8,653.78	210,866.77
		221.66		30.69		4.96
		59,539.57	79,410.20	10,871.55		21,843.21
43,214.27	17,976.40	24,945.29	13,617.04	3,797.84		8,825.17
235,847.09		339,930.14	305,861.25	58,238.39		219,062.56
	196.95	62.47		23.25		12.15
	20.00	65.50	27.85			
		150.97	1,426.90	49.27		8.27
1,239.08		215.10	2,790.10			
			228.20			
150,538.01		46,895.81	48,534.71	5,460.97		15,675.13
		22,033.27	12,716.17	7,710.02		1,048.94
3,204.87		174.12		71.56		
51.19		56.93				
		17,254.64	29,959.11	4,626.94		4,420.51
68.75	2,387.90	106.45	130.00	240.04		85.00
270.82	808.27	44.18	5.25	14.45		3.00
274,137.84		155,289.51	181,243.39	48,568.64		186,846.53
303,720.89	20,861.91	129,049.76	281,327.46	24,002.91	59,839.27	85,856.37
24,459.52	12,045.09	7,684.39	4,000.25	2,120.06		955.95
<b>\$ 2,062,534.81</b>	<b>\$ 57,624.81</b>	<b>\$ 2,107,693.32</b>	<b>\$ 2,354,868.74</b>	<b>\$ 401,091.22</b>	<b>\$ 63,048.00</b>	<b>\$ 1,236,061.93</b>

TABLE No. 34—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

Railroads.	Conducting Transportation.							
	Outside agencies.	Commissions.	Stockyard and elevators.	Rents for tracks, yards and terminals.	Rents for buildings and other property.	Stationery and printing.	Other expense.	Total conducting transportation.
Ames & College.....						\$ 42.25	\$ 170.52	\$ 4,829.41
Atchison, Topeka & Santa Fe.....	\$ 417,490.53	\$ 20,181.55		\$ 239,905.87	\$ 27,122.06	113,568.23	91,893.32	11,269,678.33
Chicago, Burlington & Quincy.....	561,404.97			195,862.95		180,242.51	21,500.35	19,588,515.88
Chicago Great Western.....	33,217.51	185,019.76		10,669.55	422,139.56	32,221.87	38,004.67	3,521,108.00
Mason City & Fort Dodge.....	2,180.34					177.78	175.24	121,077.53
Wisconsin, Minnesota & Pacific.....	3,257.17			796.18		337.63	1,319.43	218,508.46
Chicago, Milwaukee & St. Paul.....	469,180.19		\$ 49,379.46	317,858.58	44,194.60	186,909.81	151,345.67	16,829,795.68
Chicago & North-Western.....	506,174.31	147,364.52		127,315.16	23,434.10	200,945.40	18,828.24	19,966,287.45
Chicago, Iowa & Dakota.....	30.32					19.75		14,508.38
Chicago, St. Paul, Minneapolis & Omaha.....	121,340.79	745.13	63,975.45	119,049.19	12,603.13	60,824.96		4,232,316.16
Fremont, Elkhorn & Missouri Valley*.....	20,333.22	2,399.66		15,063.13	3,903.54	9,829.01	25.00	1,446,636.93
Chicago, Rock Island & Pacific.....	595,794.97		1,183.75	506,634.92	173,823.26	236,458.66	32,868.13	18,526,914.90
Colfax Northern.....			28.40				396.06	8,880.58
Crooked Creek.....						109.81	443.55	10,834.67
Davenport, Rock Island & Northwestern.....				4,296.58	438.13	278.38	19.70	36,999.07
Des Moines, Iowa Falls & Northern.....				1,225.07		728.44		20,202.59
Des Moines Union.....						552.00		101,208.41
Dubuque & Sioux City (Illinois Central).....	47,646.56	687.49		74,840.43	4,511.74	41,920.25	4,504.00	1,875,583.45
Iowa Central.....	15,598.95			27,874.90	1,083.27	14,190.75	62,693.10	1,029,021.62
Albia & Centerville.....				60.00				12,881.80
Manchester & Oneida.....								6,911.05
Minneapolis & St. Louis.....	31,002.38			56,049.92	273.62	19,697.90	77,669.94	1,085,248.69
Muscatine North & South.....				50.00	17.27	510.73	5.00	26,689.27
Newton & Northwestern.....								15,826.78
Tabor & Northern.....			18.02			17.50	54.74	5,820.18
Union Pacific.....	397,983.54	31,542.00		124,065.32	4,928.57	86,236.02		8,864,680.90
Wabash.....	504,926.10	8,342.98		412,607.40	76,320.43	116,924.77	6,184.77	8,743,673.72
Willmar & Sioux Falls.....	16,139.40	1.50		62,957.69	2,950.58	4,416.73	316.46	563,839.33
<b>Total.....</b>	<b>\$ 3,743,711.25</b>	<b>\$ 396,284.63</b>	<b>\$ 114,585.08</b>	<b>\$ 3,053,182.84</b>	<b>\$ 797,741.81</b>	<b>\$ 1,306,691.14</b>	<b>\$ 507,922.98</b>	<b>\$ 113,158,379.22</b>

\* For period from July 1, 1902, to February 16, 1903. † Including rents for buildings and other property.

TABLE No. 35—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

Railroads.	General Expenses.							
	Salaries of general officers.	Salaries of clerks and attendants.	General office expenses and supplies.	Insurance.	Law expenses.	Stationery and printing, general office.	Other expenses.	Total general expenses.
Ames & College.....	\$ 360.00						\$ 11.52	\$ 371.52
Atchison, Topeka & Santa Fe.....	193,224.38	\$ 323,764.88	\$ 31,110.50	\$ 101,338.42	\$ 107,195.07	\$ 60,242.76	74,816.61	891,692.62
Chicago, Burlington & Quincy.....	335,519.43	495,377.92	76,181.93	179,317.94	236,781.57	71,440.50	109,341.58	1,602,240.87
Chicago Great Western.....	98,769.75	133,820.89	28,921.03	43,447.50	32,211.36	6,196.52	47,149.45	390,516.50
Mason City & Fort Dodge.....				5,957.20	100.06		1,006.70	7,073.96
Wisconsin, Minnesota & Pacific.....				3,001.50	217.21		2,482.32	5,701.03
Chicago, Milwaukee & St. Paul.....	256,800.30	265,714.97	30,487.06	140,781.19	67,288.84	37,073.17	151,235.83	952,381.36
Chicago & North-Western.....	156,101.03	293,533.29	98,347.78	9,757.68	154,747.23	37,062.07	121,520.11	876,069.19
Chicago, Iowa & Dakota.....					6.50		477.54	3,963.76
Chicago, St. Paul, Minneapolis & Omaha.....	87,241.56	72,382.90	15,417.33	20,195.63	10,670.69	11,189.40	14,295.24	231,392.75
Fremont, Elkhorn & Missouri Valley*.....	20,307.01	32,172.90	5,991.91		9,951.28	643.20	4,013.10	73,079.39
Chicago, Rock Island & Pacific.....	229,447.29	377,655.40	18,310.72	12,493.63	157,459.29	66,513.71	140,660.83	1,062,537.87
Colfax Northern.....	2,400.00	363.67	134.76	571.29				3,963.76
Crooked Creek.....					21.55			21.55
Davenport, Rock Island & Northwestern.....	1,805.92	1,545.83	190.38	180.00	101.11	174.38	452.37	4,449.99
Des Moines, Iowa Falls & Northern.....		168.66			10.00	182.11		358.77
Des Moines Union.....	3,200.00	1,825.00	3,659.64		320.00	795.10		9,799.74
Dubuque & Sioux City (Illinois Central).....	24,194.60	27,591.81	9,005.22	19,071.00	11,120.44	3,788.00	14,522.43	109,293.50
Iowa Central.....	48,972.19	28,209.33	2,340.69	7,544.72	2,843.89	3,807.60	9,314.93	103,033.40
Albia & Centerville.....		600.00		24.98	15.80	98.39	1.85	740.52
Manchester & Oneida.....	1,267.49							1,267.49
Minneapolis & St. Louis.....	59,239.92	34,130.86	1,954.19	9,455.98	4,483.88	5,466.00	9,234.86	123,972.73
Muscatine North and South.....	4,100.84	412.00		25.00		519.03		5,056.87
Newton & Northwestern.....								
Tabor & Northern.....	2,568.35		25.67	31.50	108.45	36.08	328.47	3,098.52
Union Pacific.....	34,660.01	300,101.18	39,860.50	72,135.01	91,090.33	34,450.07	76,167.71	708,464.81
Wabash.....	93,138.47	197,717.39	16,800.11	49,060.40	89,490.93	27,976.72	14,575.05	488,759.07
Willmar & Sioux Falls.....	3,759.08	11,909.95	1,454.07	2,645.94	3,828.29	2,044.58	287.20	25,927.11
<b>Total.....</b>	<b>\$ 1,757,077.53</b>	<b>\$ 2,601,996.88</b>	<b>\$ 380,173.49</b>	<b>\$ 677,046.46</b>	<b>\$ 1,035,063.76</b>	<b>\$ 370,001.48</b>	<b>\$ 794,895.20</b>	<b>\$ 7,616,254.80</b>

\* For period from July 1, 1902 to February 16, 1903.

TABLE No. 36—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

Railroads.	Recapitulation of Expenses.					Percentage of ex- penses to cars- load.
	Maintenance of way and structures.	Maintenance of equip- ment.	Conducting transporta- tion.	General expenses.	Grand total.	
Ames & College.....	\$ 1,473.71	\$ 1,496.80	\$ 4,829.41	\$ 371.51	\$ 8,194.44	71.40
Atchison, Topeka & Santa Fe.....	5,472,857.02	4,788,798.02	11,298,078.33	591,492.02	22,417,054.49	58.19
Chicago, Burlington & Quincy.....	5,778,594.61	7,762,997.87	19,596,515.86	1,023,240.87	37,744,439.22	61.22
Chicago Great Western.....	927,063.85	1,018,060.94	3,521,108.00	390,516.50	5,856,769.29	74.90
Mason City & Fort Dodge.....	55,410.41	33,001.09	121,077.53	7,073.98	216,563.01	48.04
Wisconsin, Minnesota & Pacific.....	112,833.26	44,441.94	218,508.41	5,701.08	381,484.69	60.90
Chicago, Milwaukee & St. Paul.....	8,452,048.00	8,963,834.18	16,829,795.08	962,361.36	30,188,039.22	63.21
Chicago & North-Western.....	6,239,528.02	5,173,175.80	19,966,287.48	870,069.19	32,258,060.46	68.51
Chicago, Iowa & Dakota.....	15,549.51	1,553.03	14,509.39	.....	29,611.93	88.20
Chicago, St. Paul, Minneapolis & Omaha.....	2,011,684.36	1,100,470.52	4,292,316.16	291,392.75	7,695,863.80	82.80
Fremont, Elkhorn & Missouri Valley.....	635,313.11	387,583.36	1,446,030.93	73,079.39	2,448,007.82	64.92
Chicago, Rock Island & Pacific.....	5,073,424.56	3,444,077.10	13,526,914.90	1,002,537.87	23,046,954.43	63.48
Colfax Northern.....	4,610.11	8,850.54	8,850.54	3,963.70	18,303.49	58.47
Crooked Creek.....	9,691.58	2,622.80	10,894.07	21.50	23,109.95	95.49
Davenport, Rock Island & Northwestern.....	18,296.97	4,240.19	38,969.07	4,440.90	63,966.13	83.29
Des Moines, Iowa Falls & Northern.....	.....	2,039.92	20,202.50	338.77	23,621.20	101.00
Des Moines Union.....	49,381.57	27,234.93	101,208.41	9,799.74	187,624.65	78.00
Dubuque & Sioux City (Illinois Central).....	847,812.07	684,001.63	1,875,583.45	108,239.00	3,515,680.55	85.30
Iowa Central.....	519,151.92	202,741.14	1,029,921.62	108,038.40	1,944,844.08	79.66
Albia & Centerville.....	15,308.44	2,506.84	12,891.60	740.52	31,527.60	95.67
Manchester & Onida.....	1,407.70	1,030.49	6,911.00	1,297.40	10,646.59	71.18
Minneapolis & St. Louis.....	470,877.97	304,532.24	1,036,248.69	123,972.73	1,884,681.63	58.06
Muscataine North & South.....	29,383.96	8,900.16	28,659.27	8,068.87	69,792.27	143.40
Newton & Northwestern.....	.....	.....	15,826.75	.....	15,826.75	39.47
Tabor & Northern.....	9,122.40	222.61	5,820.18	3,008.62	18,263.71	90.02
Union Pacific.....	2,956,518.99	4,559,438.70	8,864,080.90	703,494.81	17,114,103.40	59.88
Wabash.....	3,700,961.09	3,114,093.95	8,743,073.72	488,759.07	16,046,938.43	75.91
Willmar & Sioux Falls.....	274,610.46	98,580.32	593,589.83	25,027.11	992,808.22	64.08
<b>Total.....</b>	<b>\$45,742,488.49</b>	<b>\$36,648,394.02</b>	<b>\$113,158,379.22</b>	<b>\$ 7,016,254.80</b>	<b>\$ 204,165,616.53</b>	<b>68.48</b>

\*For period from July 1, 1902, to February 16, 1903.

TABLE No. 37—TAXES.

Railroads.	Illinois.			Wisconsin.			Minnesota.			Missouri.		
	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.
Ames & Coll.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Atchison, Topeka & Santa Fe.....	\$ 108,006.08	283.43	\$ 378.98	.....	.....	.....	.....	.....	.....	\$ 71,484.07	371.91	\$ 202.71
Chicago, Burlington & Quincy.....	461,930.39	1,405.21	328.73	78,647.00	222.57	\$ 349.21	13,376.30	25.61	\$ 324.28	108,037.46	1,022.50	191.68
Chicago Great Western.....	71,183.56	163.87	462.82	.....	.....	.....	26,044.40	145.62	182.06	16,738.04	84.46	189.34
Mason City & Fort Dodge.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wisconsin, Minnesota & Pacific.....	.....	.....	.....	.....	.....	.....	15,856.51	247.50	644.00	.....	.....	.....
Chicago, Milwaukee & St. Paul.....	183,824.89	347.27	526.80	577,676.45	700.12	823.79	290,023.50	1,149.05	248.79	29,180.70	140.27	208.18
Chicago & North-Western.....	308,308.08	680.20	453.10	593,263.14	1,703.91	347.28	106,515.87	650.30	163.79	.....	.....	.....
Chicago, Iowa & Dakota.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, St. Paul, Minneapolis & Omaha.....	.....	.....	.....	301,954.69	695.57	260.34	144,253.86	473.87	304.74	.....	.....	.....
Fremont, Elkhorn & Missouri Valley.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Rock Island & Pacific.....	170,618.22	392.08	435.06	.....	.....	.....	14,061.89	235.87	669.00	54,894.53	232.41	294.00
Colfax Northern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Crooked Creek.....	8,778.96	12.25	471.75	.....	.....	.....	.....	.....	.....	.....	.....	.....
Davenport, Rock Island & Northwestern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines, Iowa Falls & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Union.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City (Illinois Central).....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central.....	23,111.28	89.20	259.09	.....	.....	.....	961.32	12.96	77.00	.....	.....	.....
Albia & Centerville.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Manchester & Onida.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis.....	.....	.....	.....	.....	.....	.....	85,036.87	898.72	251.07	.....	.....	.....
Muscataine North & South.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Newton & Northwestern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4,830.76	51.9	482.84
Wabash.....	221,418.18	745.00	297.30	.....	.....	.....	.....	.....	.....	126,806.47	584.00	217.13
Willmar & Sioux Falls.....	.....	.....	.....	.....	.....	.....	51,494.84	133.91	285.19	.....	.....	.....
<b>Total.....</b>	<b>\$ 1,508,062.11</b>	<b>4,079.36</b>	<b>\$ 369.68</b>	<b>\$ 1,445,537.30</b>	<b>4,377.17</b>	<b>\$ 330.24</b>	<b>\$ 724,117.85</b>	<b>\$ 480.91</b>	<b>\$ 209.12</b>	<b>\$ 496,400.60</b>	<b>2,339.15</b>	<b>\$ 213.84</b>

TABLE No. 38—

Railroads.	Nebraska.			Iowa.		
	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.
Ames & College.....				\$ 302.29	1.98	\$ 152.67
Atchison, Topeka & Santa Fe.....				9,755.75	19.86	491.23
Chicago, Burlington & Quincy.....	\$ 500,067.88	2,611.10	\$ 191.50	264,069.79	1,357.92	194.55
Chicago Great Western.....				84,979.29	462.23	183.85
Mason City & Fort Dodge.....				12,000.00	126.73	93.90
Wisconsin, Minnesota & Pacific.....				2,864.59	23.50	121.98
Chicago, Milwaukee & St. Paul.....	129.71			267,589.96	1,794.91	149.08
Chicago & North-Western.....	† 55,298.88	1,071.91	51.58	325,866.20	1,551.77	209.99
Chicago, Iowa & Dakota.....				2,663.54	26.40	100.89
Chicago, St. P., Minneapolis & Omaha.....	55,074.98	274.57	200.59	34,923.86	102.05	342.27
Fremont, Elkhorn & Mo. Valley *.....	107,344.14	1,096.61	97.83	1,867.90	10.66	175.16
Chicago, Rock Island & Pacific.....	42,942.98	250.44	171.47	366,453.18	2,173.75	168.53
Colfax Northern.....				463.40	6.00	77.20
Crooked Creek.....				1,687.10	17.61	95.80
Davenport, Rock Island & N. W.....				7,047.67	34.51	204.22
Des Moines, Iowa Falls & Northern.....						
Des Moines Union.....				16,839.82	4.00	4,222.25
Dubuque & Sioux City (Illinois Central).....				183,420.41	712.58	194.25
Iowa Central.....				57,653.41	413.07	139.57
Albia & Centerville.....				2,220.80	24.44	90.86
Manchester & Oneida.....				604.46	8.00	75.56
Minneapolis & St. Louis.....				20,000.00	213.04	140.81
Muscatine North & South.....				2,859.69	26.67	99.74
Newton & Northwestern.....						
Tabor & Northern.....				577.53	8.79	65.70
Union Pacific.....	290,916.61	961.47	302.57	15,999.53	2.43	6,503.87
Wabash.....				26,200.00	208.9	125.42
Willmar & Sioux Falls.....	18,428.23	129.92	141.84	14,394.27	79.26	181.61
<b>Total</b> .....	<b>\$ 1,070,172.86</b>	<b>6,396.02</b>	<b>\$ 167.81</b>	<b>\$ 1,688,363.34</b>	<b>9,412.49</b>	<b>\$ 179.87</b>

\* For period July 1, 1902 to February 16, 1903.

† Does not include taxes on F. E. & M. V. Line prior to February 16, 1903.

TAXES—CONTINUED.

All Other States.			Other Taxes.			Total Taxes.		
Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.
						\$ 302.29	1.98	\$ 152.67
\$ 1,086,260.82	4,253.66	\$ 255.37				1,273,447.29	4,828.86	263.72
241,025.42	1,453.29	165.85				1,748,095.32	8,095.69	215.84
5,351.76						203,897.05	846.18	240.96
						12,000.00	126.73	83.60
						18,720.90	271.00	690.92
175,676.61	1,550.35	113.31				1,470,114.97	6,682.57	219.99
179,246.93	1,614.29	111.08				† 1,568,387.05	7,327.38	214.04
						2,663.54	26.40	100.89
10,182.55	88.20	115.45				446,396.46	1,633.76	273.23
27,733.99	327.89	84.73				186,995.43	1,435.16	95.45
435,229.48	1,928.65	225.67				1,089,695.23	5,184.05	210.20
						463.40	6.00	77.20
						1,687.10	17.61	95.80
						12,826.63	45.76	274.03
						16,839.82	4.00	4,222.25
4,084.34	44.94	90.88				142,504.75	757.52	188.12
						81,716.51	514.63	153.78
						2,220.80	24.44	90.86
						604.46	8.00	75.56
5,357.88	40.08	83.28				119,274.75	641.84	185.83
						2,859.69	28.67	99.75
						577.53	8.79	65.70
490,503.46	1,991.26	246.33				802,256.36	2,955.70	271.28
290,231.86	602.30	481.95				664,702.96	2,140.20	310.58
11,724.91	93.64	125.21				76,042.25	438.78	174.01
<b>\$ 3,960,689.51</b>	<b>13,988.55</b>	<b>\$ 211.65</b>				<b>\$ 9,395,342.54</b>	<b>44,050.65</b>	<b>\$ 224.63</b>

TABLE No. 39—CURRENT

Railroads.	Cash.
Ames & College	
Atchison, Topeka & Santa Fe	\$10,226,077.96
Chicago, Burlington & Quincy	4,763,209.82
Chicago Great Western	507,830.64
Mason City & Fort Dodge	
Wisconsin, Minnesota & Pacific	192,917.17
Chicago, Milwaukee & St. Paul	8,600,598.18
Chicago & North-Western	9,259,455.12
Chicago, Iowa & Dakota	
Chicago, St. Paul, Minneapolis & Omaha	875,511.11
Fremont, Elkhorn & Missouri Valley	
Chicago, Rock Island & Pacific	14,600,088.43
Colfax Northern	8,862.43
Crooked Creek	
Davenport, Rock Island & Northwestern	877.81
Des Moines, Iowa Falls & Northern	81,728.23
Des Moines Union	7,838.40
Dubuque & Sioux City (Illinois Central)	
Iowa Central	185,611.70
Albia & Centerville	4,841.09
Manchester & Oneida	4,747.18
Minneapolis & St. Louis	193,848.84
Muscatine North & South	2,328.66
Newton & Northwestern	
Tabor & Northern	
Union Pacific	1,557,239.14
Wabash	987,084.96
Willmar & Sioux Falls	25,292.82
<b>Total</b>	<b>\$51,979,731.01</b>

ASSETS AND LIABILITIES.

Cash and Current Assets Available for Payment of Current Liabilities.						
Bills receivable.	Due from agents.	Net traffic freight balance due from other companies.	Due from solvent companies and individuals.	Other cash assets, including materials and supplies.	Balance, current liabilities.	Total.
\$ 2,289,542.39	\$ 315,619.65		\$ 5,877,174.28			\$ 18,708,414.25
609,087.11	3,008.87	\$ 308,743.06	4,790,713.61	\$ 34,157.23	\$ 1,127,990.54	11,696,909.74
	318,373.68	1,066,837.28		129,462.01	321,540.70	2,344,048.71
			267,445.06			267,445.06
			1,450.00			194,867.17
	948,265.39	190,989.57	272,798.58	388,005.11		10,580,658.81
264,651.84	2,317,610.19	103,883.94		393,603.76		12,341,184.85
	975.83		1,284,293.80		494,221.29	3,018,317.11
	60,242.75	1,324,693.57	9,089,867.79			25,074,840.54
		8,417.61	52.76	1,375.51	1,692.99	9,901.80
		1,418.74	3,451.43			4,928.46
		1,301.77	64,969.78		202,795.82	270,011.27
		2,460.42	17,052.78		291,172.42	342,418.85
				9,689.63	66,501.97	122,740.80
			166,497.05	243.82		166,740.87
			171,679.46	30,144.52	890,988.81	1,891,522.53
550,000.00	118,100.54		837.14	218.98	13,888.01	20,568.38
	1,328.16					4,747.13
	122.89	100,025.60	222,557.49	18,888.69	497,144.98	1,081,528.44
		390.70	9,268.29	7,000.00	116,032.89	185,030.04
		1,537.05			89,524.84	41,061.59
15,946,119.12	301,837.41	362,779.14	23,800,949.97	7,528,741.38		48,997,716.16
53,239.27	520,891.43		855,094.53	58,004.74	2,742,057.67	5,216,822.65
		14,406.78			508,608.56	548,308.11
<b>\$19,872,841.50</b>	<b>\$ 6,638,635.86</b>	<b>\$ 2,049,744.60</b>	<b>\$ 46,895,653.83</b>	<b>\$ 8,578,980.38</b>	<b>\$ 6,814,128.44</b>	<b>\$ 141,829,715.62</b>





TABLE No. 41—

Railroads.	Total mileage operated, including yards, tracks and sidings.	New line constructed during year.	Miles	
			Lines Represented by Capital Stock.	
			Main line.	Branches and spurs.
Ames & College.....	2.05			
Atchison, Topeka & Santa Fe.....	6,191.42	83.99	2,047.53	2,013.15
Chicago, Burlington & Quincy.....	10,733.64	*407.57	826.18	7,269.51
Chicago Great Western.....	1,211.93		761.57	84.81
Mason City & Fort Dodge.....	154.30	26.78	123.83	2.90
Wisconsin, Minnesota & Pacific.....	309.25	26.55	268.09	8.00
Chicago, Milwaukee & St. Paul.....	9,117.41	241.89	†8,669.20	
Chicago & North-Western.....	10,549.49	†1,741.75	8,041.08	4,206.97
Chicago, Iowa & Dakota.....	29.57		26.40	
Chicago, St. Paul, Minneapolis & Omaha.....	2,199.07	78.04	1,523.89	63.70
Fremont, Elkhorn & Missouri Valley.....				
Chicago, Rock Island & Pacific.....	6,908.82	114.14	2,333.61	910.95
Colfax Northern.....	7.00		6.00	
Crooked Creek.....	20.89		17.61	
Davenport, Rock Island & Northwestern.....	67.16		46.76	
Des Moines, Iowa Falls & Northern.....	70.70	35.00	70.00	
Des Moines Union.....	18.00		4.00	
Dubuque & Sioux City (Illinois Central).....	950.50		326.58	480.94
Iowa Central.....	676.11	§.91	375.06	127.21
Albia & Centerville.....	27.62	.06	24.44	
Manchester & Oneida.....	8.00		8.00	
Minneapolis & St. Louis.....	790.68	2.80	260.04	371.69
Muscatine North & South.....	81.62		28.67	
Newton & Northwestern.....			21.00	
Tabor & Northern.....	9.79		8.79	
Union Pacific.....	3,985.68	13.89	1,902.04	1,053.66
Wabash.....	3,167.90		1,902.20	58.10
Willmar & Sioux Falls.....	485.01		304.25	
<b>Total.....</b>	<b>57,780.11</b>	<b>2,766.02</b>	<b>23,528.53</b>	<b>16,591.59</b>

\*New line added. †Including branches and spurs.  
 ‡Including new line added. §Deduction.

MILEAGE—ENTIRE LINE.

Operated—Single Track.						Miles Owned.						
Lines of proprietary companies.	Lines operated under lease.	Lines operated under contract.	New lines constructed during year.	Total mileage, excluding trackage rights.	Line operated under trackage rights.	Lines Represented by Capital Stock.			New line constructed during year.	Total mileage.	Miles of iron.	Miles of steel.
						Main line.	Branches and spurs.					
				1.98						1.98		
168.18			39.73	4,823.86	42.4	2,047.53	2,020.85		4,068.88	49.03	1,619.35	
			*301.66	8,095.69	211.06	826.18	7,269.51	*301.66	8,095.69	107.00	7,988.69	
				846.18	85.83	761.37		84.81	846.18		846.18	
			26.78	126.73		123.83		2.90	126.73		126.73	
			26.55	271.00		268.09		3.00	271.00		271.00	
			84.72	6,669.20	163.72	†6,669.20		84.72	6,669.20	154.34	6,514.86	
19.31		60.02	†1,407.87	7,327.38	38.25	3,041.08	4,206.97	†1,418.67	7,248.05	180.80	7,067.25	
				26.40		26.40			26.40		26.40	
				1,523.89	63.59	1,523.89			1,523.89	58.83	1,465.06	
148.60	1,484.54	306.83	114.14	5,184.05	395.07	2,331.61	910.95		3,244.56		3,244.56	
				6.00		6.00			6.00	6.00		
				17.61		17.61			17.61		17.61	
				46.76	2.17	46.76			46.76		46.76	
				70.00		70.00			70.00		70.00	
				4.00		4.00			4.00		4.00	
				757.52		326.58	430.94		757.52		757.52	
		37.00		539.27	19.16	375.06	127.21		502.27	9.76	492.51	
				24.44		24.44			24.44		24.44	
				8.00		8.00			8.00		8.00	
				631.73	10.11	260.04	371.69		631.73	1.46	630.27	
				28.67		28.67			28.67		28.67	
				8.79		8.79			8.79		8.79	
			13.86	2,955.70		1,907.04	1,055.70	13.86	2,962.74	26.13	2,936.61	
	88.80			2,044.10	441.70	1,902.20	59.90		1,962.10		1,962.10	
129.16				433.41	3.32	304.25			304.25		304.25	
<b>465.25</b>	<b>1,573.34</b>	<b>403.87</b>	<b>2,012.31</b>	<b>42,541.08</b>	<b>1,482.46</b>	<b>23,510.53</b>	<b>16,544.43</b>	<b>1,818.91</b>	<b>40,056.94</b>	<b>593.35</b>	<b>39,461.61</b>	

TABLE No. 42—

Railroads.	Mileage Owned in Iowa.				
	Single track.	Second track.	Third and fourth track.	Yard tracks and sidings.	Mileage owned—all tracks.
Ames & College.....	1.98			.07	2.05
Atchison, Topeka & Santa Fe.....	19.88	2.09		21.42	43.37
Chicago, Burlington & Quincy.....	1,857.82	216.03		291.49	1,865.34
Chicago Great Western.....	462.23			111.98	574.21
Mason City & Fort Dodge.....	126.73			31.57	158.30
Wisconsin, Minnesota & Pacific.....	23.50			3.53	27.06
Chicago, Milwaukee & St. Paul.....	1,793.90	28.29	11.18	371.34	2,204.71
Chicago & North-Western.....	1,551.77	341.08		476.24	2,369.09
Chicago, Iowa & Dakota.....	26.40			3.53	29.93
Chicago, St. Paul, Minneapolis & Omaha.....	74.55			31.64	106.19
Fremont, Elkhorn & Missouri Valley.....					
Chicago, Rock Island & Pacific.....	872.68	83.68		207.46	1,163.77
Colfax Northern.....	6.00			1.00	7.00
Crooked Creek.....	17.81			3.28	20.89
Davenport, Rock Island & Northwestern.....	84.51	1.06		8.65	44.22
Des Moines, Iowa Falls & Northern.....	70.00				70.00
Des Moines Union.....	4.00	2.00		12.00	18.00
Dubuque & Sioux City (Illinois Central).....	712.58	2.85	4.07	178.26	897.26
Iowa Central.....	413.07			91.83	504.40
Albia & Centerville.....	24.44			3.18	27.62
Manchester & Oneida.....	8.00				8.00
Minneapolis & St. Louis.....	213.04			80.75	248.79
Muscatine North & South.....	28.67			2.96	31.62
Newton & Northwestern.....					
Tabor & Northern.....	8.79			1.00	9.79
Union Pacific.....	2.46	1.63		83.41	87.50
Wabash.....	203.40			31.80	235.20
Willmar & Sioux Falls.....	76.70			10.80	87.50
<b>Total.....</b>	<b>8,184.19</b>	<b>878.16</b>	<b>15.25</b>	<b>1,959.21</b>	<b>10,776.81</b>

\* Including third and fourth tracks.

MILEAGE—IOWA.

Rail.		Mileage Operated by Companies Making Reports.							
Miles of iron.	Miles of steel.	Lines Represented by Capital Stock.		Lines of proprietary companies.	Lines operated under lease.	Lines operated under contract.	New lines built during year.	Total mileage, excluding trackage rights.	Line operated under trackage rights.
		Main lines.	Branches and spurs.						
	2.05	1.9						1.98	
5.00	38.37	19.76						19.88	
78.01	1,787.33	278.32	1,079.00				† 108.76	1,857.82	68.16
3.78	570.43	390.80	71.43					462.23	3.12
1.19	157.11	123.83	2.90				26.78	126.73	
	27.06	23.50						23.50	
85.18	2,119.53	† 1,793.90						1,793.90	42.99
43.78	2,325.31	353.12	1,198.65				§ 4.82	1,551.77	5.07
	29.93	26.40						26.40	
24.52	81.67	74.55						74.55	27.50
	1,163.77	512.76	359.92		997.48	306.85		2,176.49	13.44
	7.00	6.00						6.00	
.19	20.70	17.81						17.81	
	44.22	34.51						84.51	.72
	70.00	70.00						70.00	
	18.00	4.00						4.00	
5.22	892.04	326.58	386.00					712.58	
47.26	457.14	235.86	127.21			37.00		450.07	4.00
3.18	24.44	24.44						24.44	
	8.00	8.00						8.00	
8.99	234.81	188.06	74.98					213.04	
	31.62	28.67						28.67	
		21.00						21.00	
1.00	8.79	8.79						8.79	
5.35	32.15	2.46						2.46	
	235.20	203.40						203.40	5.50
10.80	76.70	76.70						76.70	2.50
<b>323.44</b>	<b>10,463.37</b>	<b>4,855.10</b>	<b>3,800.09</b>		<b>997.48</b>	<b>343.85</b>	<b>140.36</b>	<b>9,496.00</b>	<b>171.06</b>

† Added during year.

‡ Including branches and spurs.

§ Including line added during year.



TABLE No. 44.—EMPLOYEES AND

Railroads.	Firemen.			Conductors.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College				2	1,040.50	\$ 1.42
Atchison, Topeka & Santa Fe	25	19,276.92	2.37	28	85,977.44	4.01
Chicago, Burlington & Quincy	246	174,391.73	2.51	161	160,988.83	3.00
Chicago Great Western	110	101,981.00	2.54	63	80,022.60	3.45
Mason City & Fort Dodge	5	4,635.50	2.54	5	5,951.00	3.45
Wisconsin, Minnesota & Pacific	2	1,552.50	2.54	2	2,540.25	3.46
Chicago, Milwaukee & St. Paul	428	305,355.23	2.28	270	290,434.85	3.31
Chicago & North-Western	497	860,342.33	2.28	297	312,649.32	3.37
Chicago, Iowa & Dakota	3	1,182.85	1.99	1	1,027.25	3.28
Chicago, St. Paul, Minneapolis & Omaha	13	15,135.78	2.09	14	15,150.44	3.46
Fremont, Elkhorn & Missouri Valley	5	998.31	1.98	1	1,098.73	5.99
Chicago, Rock Island & Pacific	305	214,298.15	2.51	229	263,740.15	3.15
Colfax Northern	1	650.00	1.73	1	627.50	1.72
Crooked Creek	1	600.00	1.93	1	600.00	1.93
Davenport, Rock Island & Northwestern		2,864.18	1.86		818.73	3.51
Des Moines, Iowa Falls & Northern	7	3,293.32	1.80			
Des Moines Union				91	95,018.45	3.85
Dubuque & Sioux City (Illinois Central)	169	102,416.82	2.14	50	59,075.05	3.14
Iowa Central	96	57,392.68	2.17			
Albia & Centerville						
Manchester & Onawa	1	562.00	2.09	1	665.92	1.82
Minneapolis & St. Louis	13	11,997.17	2.22	11	12,006.28	3.44
Muscatine North & South	2	1,252.00	2.00	1	930.00	2.87
Newton & Northwestern						
Tabor & Northern	1	522.45	1.63	1	572.55	1.80
Union Pacific						
Wabash	17	12,089.44	2.45	10	12,683.96	3.89
Willmar & Sioux Falls	6	2,814.36	3.34	8	8,974.71	3.44
Total	2,016	1,968,467.23	2.20	1,237	1,856,781.53	3.56

\* Taken from report from 1902.

† For period from July 1, 1902, to February 10, 1903.

SALARIES—IOWA—CONTINUED.

Number.	Other Trainmen.			Machinists.			Carpenters.			Other Shopmen.		
	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	
32	19,476.48	2.30	55	51,550.80	3.02				431	220,911.90	\$ 1.98	
323	219,516.96	2.29	278	205,052.01	2.63	352	213,719.83	2.32	882	460,882.24	2.50	
182	142,028.80	2.50	45	52,563.00	2.20	108	90,065.10	2.28	162	149,598.90	2.53	
8	7,475.30	2.76	5	5,840.00	3.20	7	5,591.90	2.58	17	15,098.05	2.53	
2	1,868.50	2.50	2	2,336.00	3.20	2	1,883.40	2.58				
021	428,715.94	2.60	358	212,837.38	2.34	355	152,404.43	1.88	614	345,929.43	1.80	
2	1,568.01	2.40	1	819.64	2.02		621.23	1.98	2	690.35	1.10	
29	21,114.27	2.33	81	58,749.47	2.32	59	33,877.15	1.94	24	10,911.63	2.25	
2	1,275.35	3.22	90	41,129.55	2.16	62	32,062.51	1.69	185	63,296.16	1.89	
077	317,323.17	2.84	16	16,484.32	2.86	285	177,306.45	2.22	1,120	650,525.27	1.77	
2	1,050.00	1.45										
1	93.12	1.89	1	785.94	2.29				1	490.00	1.53	
3	2,038.90	2.08	1	579.89	2.75	8	1,850.48	2.19	6	3,087.32	1.66	
			25	17,912.50	2.66	4	2,036.00	2.30	48	18,532.80	1.43	
			174	121,115.16	2.23	795	51,023.07	2.45	140	85,628.50	2.22	
			112	72,834.44	1.94	165	104,649.00	2.25	92	56,798.89	2.19	
			1						210	94,713.00	1.54	
			1	855.05	2.94	1	581.00	1.56				
			19	14,271.12	2.09	7	2,951.74	2.94	10	6,342.43	2.35	
			3	1,878.00	2.00	1	1,000.00	2.74				
									1	540.00	1.48	
			27	27,083.86	3.04	23	22,129.33	3.09	8	7,345.42	2.79	
			27	19,571.02	2.34	34	21,441.11	2.04	13	9,812.63	2.41	
			16	4,562.73	2.12	7	4,756.88	3.23	4	2,571.07	2.41	
									42	21,353.16	1.89	
			2,908	1,745,157.77	2.01	1,459	1,021,359.79	2.22	1,714	1,098,814.49	2.06	
									6,225	2,885,562.54	1.73	

TABLE No. 45—EMPLOYES AND

SALARIES—IOWA—CONTINUED.

Railroads.	Section Foremen.			Other Trackmen.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College	1	\$ 480.00	\$ 1.31			
Atchison, Topeka & Santa Fe	6	3,900.00	1.80	80	\$ 32,401.50	\$ 1.45
Chicago, Burlington & Quincy	275	150,884.76	1.82	2,206	892,472.66	1.43
Chicago Great Western	85	46,547.00	1.50	810	452,344.50	1.53
Mason City & Fort Dodge	16	8,700.00	1.50	51	30,156.30	1.53
Wisconsin, Minnesota & Pacific	2	1,095.00	1.50	6	3,360.10	1.53
Chicago, Milwaukee & St. Paul*	278	154,566.85	1.77	1,011	398,388.31	1.26
Chicago & North-Western	305	168,960.34	1.78	2,056	807,282.65	1.57
Chicago, Iowa & Dakota	3	1,550.00	1.05	19	5,915.80	1.58
Chicago, St. Paul, Minneapolis & Omaha	12	6,675.00	1.78	108	58,808.83	1.74
Fremont, Elkhorn & Missouri Valley †	1	302.86	1.53	1	435.62	1.10
Chicago, Rock Island & Pacific	467	239,622.63	1.82	3,283	976,696.00	1.48
Colfax Northern	1	555.00	1.52	6	2,850.50	1.50
Crooked Creek	3	1,440.00	1.53	6	1,969.17	1.05
Davenport, Rock Island & Northwestern	3	1,671.37	1.70	22	10,859.40	1.58
Des Moines, Iowa Falls & Northern						
Des Moines Union	2	1,042.50	2.25	39	16,707.60	1.53
Dubuque & Sioux City (Illinois Central)	116	64,327.93	1.53	1,083	343,099.40	1.37
Iowa Central	83	46,027.20	1.49	496	136,269.72	1.42
Albia & Centerville	4	2,040.00	1.40	17	5,630.40	1.51
Manchester & Oneida	1	540.00	1.50	4	1,367.76	2.37
Minneapolis & St. Louis	41	20,010.70	1.45	87	34,827.46	1.30
Muscatine North & South	3	1,609.00	1.71	12	5,634.00	1.50
Newton & Northwestern						
Tabor & Northern	1	453.75	1.58	5	1,718.57	1.34
Union Pacific	4	1,426.17	2.47	35	10,071.20	1.46
Wabash	11	6,508.65	1.83	61	24,881.41	1.30
Willmar & Sioux Falls	12	6,107.80	1.41	107	33,894.68	1.62
<b>Total</b>	<b>1,730</b>	<b>\$ 936,004.54</b>	<b>\$ 1.72</b>	<b>11,623</b>	<b>\$ 4,287,993.60</b>	<b>\$ 1.17</b>

\* Taken from report for 1902.

† For period from July 1, 1902, to February 16, 1903.

Switchmen, Flagmen and Watchmen.	Telegraph Operators and Dispatchers.			Employees Account of Floating Equipment.			All Other Employees and Laborers.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
20	\$ 13,467.74	\$ 3.10		11	\$ 767.99	\$ 2.15	27	\$ 13,974.24	\$ 1.95
188	142,052.58	2.59		109	76,450.90	2.14	837	482,174.11	2.02
45	40,734.00	2.48		52	37,408.02	1.99	310	284,006.56	2.51
3	2,715.60	2.48		2	1,452.70	1.99	4	3,604.00	2.51
				2	1,422.70	1.99	2	1,095.00	1.50
477	313,417.14	2.10		300	200,479.71	2.14	1,808	1,121,821.21	1.98
308	232,984.41	2.42		185	158,102.74	2.14	550	310,843.49	1.92
					12.55	2.09	2	1,047.86	1.67
20	19,154.01	3.06		12	7,287.75	1.94	97	57,274.15	1.89
3	984.28	1.66		1	378.57	1.91	1	630.92	3.19
90	32,963.64	1.31		222	86,542.68	1.64	406	346,170.74	1.86
1	300.00	.8					1	337.93	1.34
							2	964.24	2.05
1	436.56	1.59		2	1,857.09	2.13			
							26	9,490.00	1.46
45	23,310.00	1.85		2	1,200.00	1.64	580	301,495.41	1.70
87	68,869.42	2.17		86	52,141.12	1.81	20	96,069.18	1.70
33	22,634.04	2.12		40	22,737.84	1.50	1	300.00	.82
				1	420.00	1.15			
10	8,777.91	2.19		7	3,733.80	1.19	11	8,438.61	1.67
3	1,642.50	1.50		1	1,000.00	2.74	1	1,000.00	2.74
							1	498.25	3.35
21	8,997.55	2.02		2	1,547.98	1.81	87	57,424.22	1.71
22	15,346.43	2.26		11	7,295.71	2.11	34	20,957.30	1.98
							4	15,070.91	2.12
<b>1,377</b>	<b>\$ 948,792.81</b>	<b>\$ 2.25</b>		<b>1,048</b>	<b>\$ 662,209.85</b>	<b>\$ 1.97</b>	<b>4,993</b>	<b>\$ 3,135,355.93</b>	<b>\$ 2.02</b>

TABLE No. 46—EMPLOYES AND SALARIES—

Railroads.	Total, Including General Officers.			Total, Excluding General Officers.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College	9	\$ 3,005.00	\$.91	5	\$ 2,645.00	\$ 1.44
Atchison, Topeka & Santa Fe	774	479,183.65	2.07	774	479,183.65	2.07
Chicago, Burlington & Quincy	6,859	3,937,350.78	1.99	6,845	3,905,450.58	1.98
Chicago Great Western	2,274	1,810,646.14	2.18	2,274	1,810,646.14	2.18
Mason City & Fort Dodge	159	117,332.60	1.96	159	117,332.60	1.96
Wisconsin, Minnesota & Pacific	27	22,925.60	2.32	27	22,925.60	2.32
Chicago, Milwaukee & St. Paul†	7,901	4,928,188.63	1.99	7,893	4,858,408.44	1.97
Chicago & North-Western	7,793	4,735,523.89	2.07	7,793	4,735,523.89	2.07
Chicago, Iowa & Dakota	45	19,903.69	1.87	41	19,903.69	1.87
Chicago, St. Paul, Minneapolis & Omaha	567	382,916.48	2.16	567	382,916.48	2.16
Fremont, Elkhorn & Missouri Valley*	385	147,015.82	1.95	385	147,015.82	1.95
Chicago, Rock Island & Pacific	8,516	4,121,080.17	1.87	8,516	4,121,080.17	1.87
Colfax Northern	17	11,621.57	1.98	16	9,221.57	1.67
Crooked Creek	21	10,884.58	1.74	18	8,330.12	1.57
Davenport, Rock Island & Northwestern	57	32,936.35	1.78	55	30,241.16	1.70
Des Moines, Iowa Falls & Northern						
Des Moines Union	261	130,885.70	1.82	259	127,685.70	1.79
Dubuque & Sioux City (Illinois Central)	3,376	1,832,079.09	1.90	3,364	1,798,879.18	1.88
Iowa Central	1,884	1,027,513.23	1.90	1,876	995,908.11	1.85
Albia & Centerville	27	9,920.40	1.95	27	9,920.40	1.95
Manchester & Oneida	15	7,500.46	1.92	12	6,233.06	1.57
Minneapolis & St. Louis	410	198,487.13	1.96	401	189,994.62	1.83
Muscatine North & South	48	27,189.84	2.05	38	23,089.00	1.70
Newton & Northwestern						
Tabor & Northern	13	7,882.79		11	5,182.79	
Union Pacific	493	325,272.89	2.13	493	325,272.89	2.13
Wabash	355	40,579.17	2.16	354	235,254.98	2.12
Willmar & Sioux Falls	237	120,707.54	1.92	237	120,707.54	1.92
<b>Total</b>	<b>42,484</b>	<b>\$24,683,593.17</b>	<b>\$ 1.83</b>	<b>42,256</b>	<b>\$24,483,953.18</b>	<b>\$ 1.82</b>

\* For period from July 1, 1902, to February 16, 1903.  
 † Taken from Report for 1902.

IOWA—CONTINUED—AND ENTIRE LINE.

General administration.	Distribution.			Entire Line					
	Maintenance of way and structure.	Maintenance of equipment.	Conducting transportation.	Total Including General Officers.			Total excluding General Officers.		
				Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
\$ 360.00	\$ 480.00		\$ 2,165.00	9	\$ 3,005.00	\$.91	5	\$ 2,645.00	\$ 1.44
12,184.24	37,549.56	\$ 278,462.40	150,985.45	24,729	15,289,98.96	2.12	24,662	14,835,045.12	2.08
77,716.78	1,417,311.95	860,458.95	1,581,873.10	27,495	23,269,250.89	2.03	27,317	22,541,611.06	1.97
6,000.00	782,898.06	298,224.00	723,524.08	4,994	4,119,141.90	2.22	4,981	4,029,558.80	1.88
3,000.00	42,530.90	23,130.55	43,621.15	150	117,332.60	1.96	150	117,332.60	1.96
	5,550.10	4,219.40	18,156.10						
198,691.63	1,380,607.50	782,613.51	2,666,275.99	27,682	17,267,654.62	1.99	27,653	17,023,155.00	1.97
350.00	1,451,351.53	492,313.17	2,791,509.19	35,954	20,777,284.81	2.12	35,929	20,559,301.74	2.09
	9,534.68	819.64	9,549.37	45	19,903.69	1.87	41	19,903.69	1.87
	738.48	123,465.14	22,812.20	6,548	4,551,314.76	2.21	6,516	4,409,834.89	2.15
	1,355,423.28	672,530.29	2,093,000.60	25,149	13,293,800.99	1.98	25,123	13,043,081.19	1.95
2,400.00	3,405.50	300.00	5,516.07	17	11,621.57	1.98	16	9,221,571.67	1.67
	3,409.08		7,475.48	21	10,884.58	1.74	18	8,330.12	1.57
3,534.73	17,474.89	1,926.96	10,029.77	97	57,577.03	1.83	95	54,851.84	1.79
4,998.00	24,716.00	17,753.58	83,418.12	261	130,885.70	1.82	259	127,685.70	1.79
10,500.03	557,729.76	241,282.20	1,022,567.05	8,593	1,935,445.51	1.91	8,580	1,900,445.55	1.88
72,844.44	272,377.30	239,967.72	442,323.77	2,185	1,250,027.33	1.94	2,177	1,207,547.83	1.88
	7,670.40		2,250.00	27	9,920.40	1.95	27	9,920.40	1.95
1,267.40	1,407.76	1,085.48	3,782.90		7,500.46			6,233.06	
26,930.64	61,180.64	19,503.67	90,872.18	1,728	1,123,643.40	1.94	1,719	1,088,181.60	1.87
4,512.84	8,243.00	1,000.00	13,434.00	43	27,189.84	2.05	38	23,089.00	1.70
2,700.00	2,668.57		2,514.22	13	7,882.79		11	5,182.79	
2,603.88	13,283.62	136,608.56	172,776.83						
14,896.27	42,593.30	54,692.80	128,996.80	11,844	8,019,305.81	2.16	11,809	7,841,832.71	2.12
10,296.35	42,563.55	26,109.04	41,728.60	1,088	412,807.59	1.79	1,069	408,971.69	1.81
<b>\$455,789.28</b>	<b>\$7,441,738.41</b>	<b>\$4,281,467.06</b>	<b>\$12,125,661.02</b>	<b>186,051</b>	<b>\$113,064,811.38</b>	<b>\$ 1.91</b>	<b>185,563</b>	<b>\$110,596,306.08</b>	<b>\$ 1.89</b>



TABLE No. 48—STATIONS—

Railroads.	Stations.			
	On Road Owned.		On Road Operated.	
	Entire line.	Iowa.	Entire line.	Iowa.
Ames & College	2	2	2	2
Aetehison, Topeka & Santa Fe	725	6	725	6
Chicago, Burlington & Quincy	1,214	263	1,214	263
Chicago Great Western	174	84	195	86
Mason City & Fort Dodge				
Wisconsin, Minnesota & Pacific	54	3	54	3
Chicago, Milwaukee & St. Paul	1,013	288	1,013	288
Chicago & North-Western	1,064	254	1,077	254
Chicago, Iowa & Dakota	7	7	7	7
Chicago, St. Paul, Minneapolis & Omaha	331	16	331	22
Fremont, Elkhorn & Missouri Valley				
Chicago, Rock Island & Pacific	471	135	75	349
Colfax Northern	3	3	3	3
Crooked Creek	5	5	5	5
Davenport, Rock Island & Northwestern	13	9	13	9
Des Moines, Iowa Falls & Northern	10	10	13	13
Des Moines Union	2	2	2	2
Dubuque & Sioux City (Illinois Central)	125	113	125	113
Iowa Central	96	76	104	80
Albia & Centerville	4	4	4	4
Manchester & Oneta	2	2	2	2
Minneapolis & St. Louis	109	34	113	34
Muscatine North & South	5	5	5	5
Newton & Northwestern	5	5	5	5
Tabor & Northern	2	2	2	2
Union Pacific	662	5	662	3
Wabash	639	55	508	37
Willmar & Sioux Falls	52	16	72	16
<b>Total</b>	<b>6,830</b>	<b>1,402</b>	<b>7,011</b>	<b>1,613</b>

RENEWALS OF RAILS AND TIES.

Number of telegraph stations in Iowa.	New Rails Laid During Year in Iowa.						New Ties Laid During Year in Iowa.	
	Iron.			Steel.			Number.	Average price per tie at distributing point.
	Tons.	Weight per yard—pounds.	Average price per ton at distributing point.	Tons.	Weight per yard—pounds.	Average price per ton at distributing point.		
4								
233				8,312	75	28.05	393,488	.53
							29,315	.64
3								
241				40,900	85	27.99	1,280,043	.44
250				9,984	85	28.08	267,914	.45
5							4,983	.38
18				7,571	80	29.20	14,377	.53
321				2,354	80	28.15	496,206	.57
2							1,500	.65
							5,112	.63
8							284	.50
13								
2				360	75	30.00	12,463	.60
113				8,546	75	28.00	101,981	.38
73				425	80	29.04	135,485	.48
3							7,373	.49
2								
31				8	70	25.00	23,885	.51
							110	.60
2							600	.50
1							1,137	.56
32							35,228	.50
15							8,797	.51
<b>1,372</b>				<b>73,456</b>			<b>2,823,821</b>	



TABLE No. 49—DESCRIPTION OF

Railroads.	Locomotives.					Cars in Passenger Service.						
	Passenger.	Freight.	Switching.	Leased.	Total.	First-class passenger cars.	Second-class.	Combination.	Emigrant.	Dining.	Parlor.	Sleeping.
Ames & College	2				2	3						
Atchison, Topeka & Santa Fe	160	762	130		1,052	3,01	52	110		22	7	
Chicago, Burlington & Quincy	235	747	240		1,272	555	138			19	7	
Chicago, Great Western	59	175	26		254	47	18	12		3		
Mason City & Fort Dodge	7	21			28	1	6					
Wisconsin, Minnesota & Pacific	2	7			9	5		3				
Chicago, Milwaukee & St. Paul	232	603	154		989	248	225			15	19	72
Chicago & North-Western	252	754	230		1,236	613	48	151		15	32	
Chicago, Iowa & Dakota		2			2		1	2				
Chicago, St. Paul, Minneapolis & Omaha	52	190	45		293	79	30	50	10	1	17	
Fremont, Elkhorn & Missouri Valley												
Chicago, Rock Island & Pacific	225	547	157		929	298	64	72	11	2	17	
Colfax Northern		1			1			1				
Crooked Creek		2			2							
Davenport, Rock Island & Northwestern		5	3		8							
Des Moines, Iowa Falls & Northern	3	4			7	3		4				
Des Moines Union			4		4							
Dubuque & Sioux City (Illinois Central)	17	30	8		55	28						
Iowa Central	15	65	8		88	14	14	6				
Albia & Centerville					1							
Manchester & Oneida	1				1			1				
Minneapolis & St. Louis	28	40	13		79	24	17	8				
Muscatine North & South					3		1	1				
Newton & Northwestern		2			2							
Tabor & Northern		1			1							
Union Pacific	124	330	72		522	160		46		18		
Wabash	132	260	96		488	108	48	63		18	57	
Willmar & Sioux Falls	7	7	2		16	8		4				
<b>Total</b>	<b>1,595</b>	<b>4,507</b>	<b>1,188</b>		<b>7,353</b>	<b>2,520</b>	<b>525</b>	<b>674</b>	<b>21</b>	<b>108</b>	<b>156</b>	<b>72</b>

EQUIPMENT—ENTIRE LINE.

Baggage, express, postal.	Other cars.	Cars in Passenger Service.			Cars in Freight Service.												
		Total.	Equipped With		Box.	Flat.	Coal.	Tank.	Refrigerator.	Other.	Total.	Equipped With					
			Train brake.	Auto-matic coupler.								Train brake.	Automatic couplers.				
		3	3	3													
130		622	622	622	14,654	1,428	3,717	7,101	935	4,048			1	1	1		
259	4	1,012	1,005	1,005	25,870	2,777	6,694	9,109		640	45		81,888	81,888	81,888		
21	7	118	118	118	5,155	874	381	265		109	424		45,135	30,843	48,982		
8		15	15	15	837	711	205	155					6,708	5,065	6,708		
	1	9	9	9	208	98		10					1,908	1,908	1,908		
22		926	921	926	28,123	4,932	3,029	1,345		1,584	1,290		316	129	316		
22		1,097	1,097	1,097	28,877	4,533	4,075	8,894		1,188	4,552		40,303	33,051	40,081		
2		8	8	8	2								2	2	2		
2		241	241	241	8,086	1,427	393	1,180		157	156		11,399	9,336	11,399		
130		624	611	624	18,949	1,734	3,536	1,860					26,533	17,724	26,525		
		1	1	1	1								1	1	1		
					20	35		85			1		87	15	87		
		7	7	7	10	30		70					125	125	125		
								40					80	80	80		
13		45	45	45	137	24	24	14					199	199	199		
11		45	45	45	1,992		259	874					3,125	3,125	3,125		
		1	1	1													
15	1	65	65	65	2,312	317	107	31			4	28	2,797	1,431	2,797		
		2	2	2									2	2	2		
		2	1	2				15					15				
112		343	343	343	8,081	247	1,990	2,444		371			13,133	13,133	13,133		
125		409	409	409	9,980	871	434	4,611		100	100		16,096	13,455	16,096		
3		15	14	14	766	155	100			50			1,071	1,038	1,038		
<b>1,518</b>	<b>18</b>	<b>5,605</b>	<b>5,578</b>	<b>5,597</b>	<b>152,061</b>	<b>19,701</b>	<b>24,994</b>	<b>38,053</b>	<b>935</b>	<b>8,593</b>	<b>6,651</b>		<b>250,993</b>	<b>205,792</b>	<b>249,510</b>		

TABLE No. 50—DESCRIPTION OF EQUIPMENT

Railroads.	Cars in Company's Service.						
	Gravel.	Derrick.	Caboose.	Other road cars.	Total.	Equipped with	
						Train brake.	Automatic coupler.
Ames & College.....							
Atchison, Topeka & Santa Fe.....	879	11	880	162	1,432	1,432	1,432
Chicago, Burlington & Quincy.....	200	19	590	888	1,697	781	1,641
Chicago Great Western.....		1	122	494	617	71	181
Mason City & Fort Dodge.....			20	1	21		21
Wisconsin, Minnesota & Pacific.....			10		10		10
Chicago, Milwaukee & St. Paul.....		13	501	107	621	49	614
Chicago & North Western.....	254	24	667	74	1,019	379	1,019
Chicago, Iowa & Dakota.....							
Chicago, St. Paul, Minneapolis & Omaha.....	154	8	143	21	326	159	326
Fremont, Elkhorn & Missouri Valley.....							
Chicago, Rock Island & Pacific.....	935	45	438	153	1,571	726	1,553
Colfax Northern.....				2	2		2
Crooked Creek.....				2	2	2	2
Davenport, Rock Island & Northwestern.....			2		2	2	2
Des Moines, Iowa Falls & Northern.....			5		5	5	5
Des Moines Union.....							
Dubuque & Sioux City (Illinois Central).....			7		7	7	7
Iowa Central.....	52	8	37	125	217	110	217
Albia & Centerville.....							
Manchester & Oneida.....							
Minneapolis & St. Louis.....		2	33	84	119	11	11
Muscatine North & South.....			1		1	1	1
Newton & Northwestern.....			1		1		
Tabor & Northern.....							
Union Pacific.....	602	18	191	953	1,764	1,654	1,737
Wabash.....	831	11	252	490	1,084	351	689
Willmar & Sioux Falls.....		1	7	5	13	12	12
Total.....	8,407	156	8,407	8,559	10,529	5,700	9,480

—ENTIRE LINE—CONTINUED.

Cars Contributed to Fast Freight Service.			Total Cars Owned.	Cars Leased.			Grand Total.	
Number.	Equipped with			Number.	Equipped with		Number of cars owned and leased.	Number of cars and locomotives owned.
	Train brake.	Automatic coupler.			Train brake.	Automatic coupler.		
			4			4	6	
			33,937			33,937	34,989	
			47,844			47,844	49,116	
			7,443			7,443	7,697	
			1,944			1,944	1,972	
			835			835	844	
			41,850			41,850	42,839	
			52,240			52,240	53,476	
			5			5	7	
			11,966			11,966	12,259	
2	2	2	28,728			28,728	29,657	
			2			2	3	
			39			39	41	
			127			127	135	
			92			92	99	
							4	
			251			251	306	
			8,387			8,387	8,475	
			1			1	2	
			2,981			2,981	3,060	
			5			5	8	
			16			16	18	
			2			2	3	
			15,240			15,240	15,772	
			17,589			17,589	18,077	
			1,099			1,099	1,115	
2	2	2	267,127			267,127	274,480	

TABLE No. 51—

Railroads.	Passenger Traffic.		
	Number of passengers carried earning revenue.	Number of passengers carried one mile.	Average distance carried.
Ames & College	177,560	351,559	1.98
Atchison, Topeka & Santa Fe			
Chicago, Burlington & Quincy			
Chicago Great Western	1,285,870	39,990,559	31.10
Mason City & Fort Dodge	129,604	2,619,173	20.21
Wisconsin, Minnesota & Pacific	21,544	255,293	11.85
Chicago, Milwaukee & St. Paul			
Chicago & North-Western	2,756,428	137,616,020	49.925
Chicago, Iowa & Dakota	27,249	317,730	11.66
Chicago, St. Paul, Minneapolis & Omaha	213,714	11,161,460	52.23
Fremont, Elkhorn & Missouri Valley*	23,937	182,668	7.614
Chicago, Rock Island & Pacific	3,737,928	150,215,502	40.19
Colfax Northern	9,882	48,270	4.88
Crooked Creek			
Davenport, Rock Island & Northwestern	42,960	133,176	3.1
Des Moines, Iowa Falls & Northern			
Des Moines Union			
Dubuque & Sioux City (Illinois Central)	1,118,424	48,564,188	43.42
Iowa Central	545,512	16,250,660	29.81
Albia & Centerville	28,116	310,335	13.42
Manchester & Oneida	22,514	180,112	8.0
Minneapolis & St. Louis	243,717	8,288,350	34.00
Muscatine North & South	11,820	178,010	14.79
Newton & Northwestern			
Tabor & Northern	12,731	111,905	8.79
Union Pacific	157,446	847,533	2.21
Wabash	178,467	9,903,353	55.49
Willmar & Sioux Falls	50,568	1,998,877	39.50
<b>Total</b>	<b>10,790,988</b>	<b>429,019,326</b>	<b>39.75</b>

\* For period from July 1, 1902, to February 16, 1903.

MILEAGE TRAFFIC—IOWA.

Passenger Traffic.										
Total passenger revenue.	Average amount received from each passenger.	Average receipts per passenger per mile—cents.	Total passenger earnings.	Passenger earnings per mile of road.	Passenger earnings per train mile.	Highest rate of fare per mile—cents.	Lowest rate of fare per mile—cents.	Cost of carrying each passenger one mile—cents.	Expense of Running Passenger Trains.	
									Am't.	Per train mile.
\$ 8,877.89	\$ .05	\$ 2.5	\$ 8,877.89	\$ 4,483.78	\$ .92175	3.	5.	\$ 1.936		
45,601.53			59,823.19	3,012.25						
820,868.20	.6252	2.09	944,038.10	2,042.35	.853	3.	3.			
87,535.02	.511	2.58	76,330.43	631.35	.557	3.	3.			
7,097.15	.4	2.78	9,375.65	420.24	.52125	3.	3.			
2,126,335.53			2,713,737.09	1,513.61	.98095	3.	1.	2.809		
3,139,653.07	1.15	2.281	3,853,074.65	2,483.97	.96427	4.	1.	2.281		
10,412.37	.33	3.277	12,243.51	483.77	.84303	4.	2.	3.277		
253,597.21	1.195	2.290	299,534.96	2,935.65	1.29279	2.29	2.29			
4,598.01	.1920	2.523	6,038.68	596.43	.63992	3.	2.5	2.523		
3,360,075.33	.8939	2.237	4,015,331.91	1,835.34	.98717					
2,333.55	.2373	3.956	2,442.83	407.05	.16256	3.	2.			
1,153.18			2,140.26	121.53						
2,933.00	.6394	2.204	7,775.40	220.70		3.	2.	2.204		
4,535.57			4,809.96	68.03						
1,121,438.64	1.0027	2.309	1,340,346.88	1,380.98	.85646	3.				
333,524.73	.7035	2.380	464,053.40	1,022.00	.66372				\$ 332,869.69	.59
8,544.81	.8896	2.753	10,204.72	417.54	.38989					
5,628.65	.25	3.0	6,545.12	923.53		3.	3.	2.		
180,167.16	.7332	2.173	224,002.91	1,051.45	.9364			2.143	177,621.40	.74
5,480.05	.4551	3.109	6,111.03	213.15	.1542					
3,959.31	.311	3.538	5,091.80	579.21	.46269	4.	3.			
7,831.50	.5012	2.271	14,036.81	5,726.35	.99645					
202,449.15	1.1343	2.044	252,972.80	1,210.93	1.09297	3.	2.	2.584	255,921.19	1.10
51,015.45	1.0084	2.552	65,236.07	798.46	.62396					
\$11,828,219.15	\$ .8942	\$ 2.249	\$14,405,379.63	\$ 1,764.89	\$1.01707					

TABLE No. 52—MILEAGE

Railroads.	Freight Traffic.			
	Number of tons carried earning revenue.	Number of tons carried one mile.	Average distance haul of one ton —miles.	Total freight revenue.
Ames & College				\$ 2,084.75
Atchison, Topeka & Santa Fe				210,859.80
Chicago, Burlington & Quincy				
Chicago Great Western	1,860,984	830,484,700	198.94	2,445,216.72
Mason City & Fort Dodge	251,987	11,093,097	44.01	231,251.90
Wisconsin, Minnesota & Pacific	63,782	965,187	15.10	22,035.17
Chicago, Milwaukee & St. Paul				8,451,457.11
Chicago & North-Western	4,903,209	1,049,731,646	214.	8,201,597.30
Chicago, Iowa & Dakota	37,620	488,018	12.97	22,363.88
Chicago, St. Paul, Minneapolis & Omaha	453,017	72,085,086	159.01	671,367.00
Fremont, Elkhorn & Missouri Valley*	841,102	3,660,549	10.7	55,033.87
Chicago, Rock Island & Pacific	5,324,978	818,379,018	152.75	8,128,940.23
Colfax Northern	207,235	1,240,500	5.95	31,949.88
Crooked Creek		38,699		20,088.83
Davenport Rock Island & Northwestern	21,609	58,271	2.70	3,071.87
Des Moines, Iowa Falls & Northern	24,180	571,056	8.15	17,444.23
Des Moines Union				
Dubuque & Sioux City (Illinois Central)	1,689,870	801,250,527	178.82	2,090,281.26
Iowa Central	1,472,986	206,081,816	139.90	1,318,582.88
Albia & Centerville	69,986	1,524,807	21.80	23,295.72
Manchester & Oneida	18,705	149,640	8.	3,318.08
Minneapolis & St. Louis	419,117	22,723,759	54.22	324,376.08
Muscatine North & South	91,110	2,612,124	28.68	42,487.66
Newton & Northwestern				
Tabor & Northern	15,209	133,637	8.79	14,868.69
Union Pacific	1,843,708	3,024,793	2.25	46,273.21
Wabash	290,745	65,942,201	226.80	342,677.70
Willmar & Sioux Falls	259,188	15,984,195	61.7	239,181.08
<b>Total</b>	<b>18,955,620</b>	<b>2,908,103,266</b>	<b>153.15</b>	<b>\$32,960,005.80</b>

\*For period from July 1, 1902 to February 16, 1903.

TRAFFIC—IOWA—CONTINUED.

Average amount received for each ton of freight.	Average receipts per ton per mile—cents.	Total freight earnings.	Freight earnings per mile of road.	Freight earnings per train mile.	Percentage of freight from point to point.	Expense of Running and Management of Freight trains.		Average cost per ton per mile to move freight.	Average Number of Tons of Freight.		
						Amount.	Per train mile.		In train.	In each loaded car.	In each car—L.C.L.
		\$ 2,556.00	\$ 1,290.90								
		210,808.59	10,614.48	\$2.46							
\$1.472	.74	2,445,216.72	5,290.04	1.51							
.917	2.008	231,251.90	1,912.75	1.795							
.344	2.288	22,035.17	937.66	1.122							
		8,451,457.11	4,708.57	1.61111							
1.6727	.781	8,212,895.16	5,292.43	1.60941	26.28				205.71	13.04	
.59447	4.548	22,751.47	861.80	.63744	8.50				13.67	8.59	
1.48199	.982	671,367.00	6,578.80	2.71205							
.16181	1.508	55,033.87	5,162.65	2.69061					178.93	13.46	
1.52563	.999	8,128,940.23	3,714.33	1.76354					176.58	12.51	
.15417	2.569	31,949.88	5,324.92	2.12659					82.8	22.50	2.00
.517		20,088.83	1,137.92								
.14215	5.271	3,071.87	87.19								
.72292	3.054	17,444.23	246.76								
1.23728	.694	2,096,068.26	2,941.52	1.19561					171.84	10.98	
.89521	.64	1,318,582.88	2,908.92	1.22761		\$1,076,964.40	1.15	.0052	191.84	16.02	
.33310	1.527	23,295.72	953.18	.89006					58.25	20.18	
.50	.625	8,375.98	1,046.99						20.00	10.00	5.00
.77395	1.427	324,376.08	1,522.61	1.85216		236,033.78	1.347	.0103	129.75	11.19	
.46633	1.626	42,487.66	1,481.95	1.074					66.	20.	2.
.91257	10.381	14,868.69	1,692.75	1.35204							
.08444	1.530	46,273.21	18,810.25	2.55582					167.07	11.88	
1.17862	.52	346,637.94	1,659.35	1.58626	38.	511,842.48	2.342	.00776	301.86	16.23	11.69
.92292	1.5	240,159.59	3,080.02	2.50672					166.84	10.92	
<b>\$1.28171</b>	<b>.836</b>	<b>\$ 32,962,968.98</b>	<b>\$ 4,099.67</b>	<b>\$1.71359</b>							

TABLE No. 53—MILEAGE

Railroads.	Passenger and Freight Traffic.		
	Passenger and freight revenue.	Passenger and Freight Revenue Per Mile of Road.	
		Miles.	Amount per mile.
Ames & College	\$ 10,932.74		
Atchinson, Topeka & Santa Fe	256,461.83	19.86	\$12,918.83
Chicago, Burlington & Quincy			
Chicago Great Western	3,266,084.92	462.23	7,065.90
Mason City & Fort Dodge	298,788.92	120.90	2,473.01
Wisconsin, Minnesota & Pacific	29,132.32	23.50	1,299.67
Chicago, Milwaukee & St. Paul	10,573,292.64	1,794.91	5,898.49
Chicago & North-Western	11,841,255.37	1,551.80	7,306.45
Chicago, Iowa & Dakota	32,776.24	36.40	1,241.52
Chicago, St. Paul, Minneapolis & Omaha	928,964.21	102.05	9,088.48
Fremont, Elkhorn & Missouri Valley*	59,631.83	10.66	5,598.98
Chicago, Rock Island & Pacific	11,484,015.61	2,187.19	5,250.58
Colfax Northern	34,233.43	6.00	5,718.90
Crooked Creek	21,197.01	17.61	1,208.69
Davenport, Rock Island & Northwestern	6,007.87	35.23	170.53
Des Moines, Iowa Falls & Northern	21,979.80	70.70	810.88
Des Moines Union			
Dubuque & Sioux City (Illinois Central)	8,211,689.90	712.58	4,507.10
Iowa Central	1,702,107.56	454.07	3,748.56
Albia and Centerville	31,840.53	24.44	1,302.80
Manchester & Oneida	13,947.63	8.00	1,865.18
Minneapolis & St. Louis	504,543.24	214.04	2,368.80
Muscatine North & South	47,967.71	28.67	1,695.95
Newton & Northwestern			
Tabor & Northern	18,828.00	8.79	2,141.97
Union Pacific	54,164.71	2.46	22,018.17
Wabash	545,126.85	208.46	2,609.51
Willmar & Sioux Falls	290,196.53	79.26	3,787.49
<b>Total</b>	<b>\$44,788,224.95</b>	<b>8,164.75</b>	<b>\$ 5,485.56</b>

\* For period from July 1, 1902, to February 15, 1903.

TRAFFIC—IOWA—CONTINUED.

Passenger and Freight Traffic.								
Passenger and Freight Earnings.		Gross Earnings from Operation.		Expense.		Net earnings per mile.	Expense of Running and Management of all Trains.	
Amount.	Per mile of road.	Amount.	Per mile of road.	Amount.	Per mile of road.		Total.	Per train mile.
\$ 11,431.99		\$ 11,433.99	\$ 5,774.74	\$ 8,164.44				
270,628.72	\$18,628.72	274,708.77	18,832.26	189,353.81	\$ 9,584.43	\$ 4,297.83		
3,330,254.82	7,332.89	3,393,273.43	7,341.10	2,752,894.88	5,955.68	1,335.42		
807,532.83	2,544.10	450,835.53	3,728.99	216,594.59	1,791.52	1,937.47		
81,910.82	1,357.90	32,103.49	1,368.10	26,647.19	1,133.92	232.18		
11,188,244.20	6,222.18	11,191,637.82	6,235.20	8,870,855.46	4,830.80	1,404.40		
12,065,969.81	7,775.47	12,093,124.69	7,792.97	7,751,912.78	4,995.43	2,797.54	\$ 7,751,912.78	\$ .8909
31,994.98	1,325.57	35,565.97	1,347.20	29,611.22	1,121.64	225.58	29,611.22	.8296
970,951.96	9,514.47	968,918.11	9,494.49	533,171.04	5,224.61	4,269.88		
61,072.55	5,729.13	61,119.19	5,733.51	18,690.18	1,753.30	3,930.21	18,690.18	.6252
12,139,272.19	5,550.17	12,200,419.00	5,578.13	8,051,976.19	3,631.43	1,896.70		
34,392.21	5,732.03	34,422.80	5,737.13	18,308.49	3,050.50	2,636.55		
22,179.09	1,259.47	24,200.84	1,374.26	23,109.90	1,312.13	61.95		
10,347.27	307.89	56,610.83	1,039.19	29,563.18	839.14	200.04		
22,254.19	314.76	22,263.65	314.90	22,621.23	319.96	† 5.05		
3,433,414.62	4,822.50	3,721,989.41	5,223.25	3,396,615.88	4,766.64	456.61		
1,732,641.23	3,925.92	1,817,025.92	4,001.64	1,435,178.95	3,161.07	840.57	1,409,884.09	.86
33,500.44	1,370.72	33,658.05	1,377.08	31,527.60	1,290.00	87.08	31,527.60	1.2045
14,921.10	1,865.18	14,921.10	1,865.18	10,621.69	1,327.71	537.48	4,592.15	
518,378.99	2,574.06	555,560.90	2,607.70	413,655.18	1,924.73	632.92	413,655.18	.9933
48,598.69	1,695.93	48,623.69	1,695.95	69,730.27	2,432.16	† 70.18		
19,959.99	2,270.76	20,278.83	2,308.01	18,263.71	2,077.77	234.78		
60,360.02	24,536.59	202,662.93	82,883.30	221,686.77	90,116.57	† 7,738.21	221,686.77	6.88
599,610.74	2,370.33	599,610.74	2,370.33	787,763.57	3,675.27	† 804.94	787,763.57	1.7062
333,445.66	3,323.48	305,695.97	3,356.87	208,225.90	2,627.12	1,229.75		
<b>\$47,933,318.61</b>	<b>\$ 5,804.07</b>	<b>\$ 48,150,661.70</b>	<b>\$ 5,897.38</b>	<b>\$34,916,736.53</b>	<b>\$ 4,276.52</b>	<b>\$ 1,620.86</b>		

† Debit.

TABLE No. 54—MILEAGE

Railroads.	Miles Run.			
	By Trains Earning Revenue.			
	Passenger trains.	Freight trains.	Mixed trains.	Total.
Ames & College.....				
Atchison, Topeka & Santa Fe.....	64,902	78,194	7,289	150,385
Chicago, Burlington & Quincy.....				
Chicago Great Western.....	1,093,898	1,600,887	12,206	2,706,991
Mason City & Fort Dodge.....	184,337	126,315	2,518	263,170
Wisconsin, Minnesota & Pacific.....	18,811	18,607	135	37,553
Chicago, Milwaukee & St. Paul.....	2,504,133	4,980,312	265,415	7,749,860
Chicago & North-Western.....	3,598,407	4,705,599	397,430	8,701,436
Chicago, Iowa & Dakota.....			35,692	35,692
Chicago, St. Paul, Minneapolis & Omaha.....	221,093	230,908	10,642	462,643
Fremont, Elkhorn & Missouri Valley*.....	9,488	20,454		29,942
Chicago, Rock Island & Pacific.....	3,789,105	4,328,199	278,416	8,395,720
Colfax Northern.....			15,024	15,024
Crooked Creek.....				
Davenport, Rock Island & Northwestern.....				
Des Moines, Iowa Falls & Northern.....				
Des Moines Union.....				
Dubuque & Sioux City (Illinois Central).....	1,517,167	1,705,305	47,829	3,270,291
Iowa Central.....	561,420	989,492	194,611	1,685,523
Albia & Centerville.....			23,173	23,173
Manchester & Onida.....			29,200	29,200
Minneapolis & St. Louis.....	239,217	175,133		414,350
Muscatine North & South.....			39,560	39,560
Newton & Northwestern.....				
Tabor & Northern.....			11,005	11,005
Union Pacific.....	14,137	18,105		32,242
Wabash.....	231,455	218,525		449,980
Willmar & Sioux Falls.....	101,388	95,769	37	197,194
<b>Total.....</b>	<b>14,098,898</b>	<b>19,247,504</b>	<b>1,813,182</b>	<b>34,659,584</b>

\* For period from July 1, 1902, to February 16, 1903.

TRAFFIC—IOWA—CONTINUED.

Miles Run.		Grand total train mileage.	Average Number of Freight Cars in Train.			Mileage of Freight Cars.			
By Other Trains.			All.	Loaded.	Empty.	Loaded, north or east.	Loaded, south or west.	Empty, north or east.	Empty, south or west.
Switching.	Construction and others.								
90,398	7,581	243,309	33	24	9	960,527	1,129,036	388,651	339,446
288,780	155,247	3,151,018				3,774,524	12,616,002	3,442,785	4,371,452
21,865	80,847	365,882	16	18	3	831,752	989,117	208,711	144,066
	1,617	39,170				77,211	71,016	17,663	19,612
		+ 7,749,860							
2,869,833	919,624	11,990,998	28	16	7	39,995,924	40,492,798	15,608,734	20,926,446
	2,430	38,122	2	1	1	27,401	29,418	12,850	11,315
107,625	6,374	582,642							
3,212	1,331	34,465	22	13	9	137,689	183,476	81,065	88,718
	267,054	8,662,774	20	14	6	29,937,797	35,075,987	15,555,920	13,015,856
		15,024	7	4	3	49,776	4,254	852	46,518
45,875	16,090	61,465							
411,144	130,697	3,312,132	22	16	6	12,907,800	14,532,180	6,601,646	3,708,819
	121,074	1,756,597	16	12	4	4,920,927	7,986,261	3,571,020	731,490
	500	26,673	5	3	2	62,640	12,904	5,252	42,233
		29,200	4	2	2				
	3,076	417,426	15	12	3	854,348	1,175,844	499,074	119,754
		39,560	4	3	2	72,374	60,860	20,041	27,602
		11,005							
168,105	850	201,197	18	14	4	126,549	128,023	33,993	44,886
91,853	41,282	585,115	26	19	7	2,112,614	1,950,005	820,152	757,063
	2,202	199,896	20	15	5	603,002	834,898	850,514	146,223
<b>3,600,285</b>	<b>1,757,856</b>	<b>40,018,025</b>				<b>107,452,455</b>	<b>117,151,119</b>	<b>47,218,973</b>	<b>41,541,494</b>

† No data for mileage of non-revenue earning trains.

TABLE No. 55—MILEAGE

Railroads.	Number of passengers carried earning revenue.
Ames & College.....	177,560
Atchison, Topeka & Santa Fe.....	4,325,189
Chicago, Burlington & Quincy.....	18,750,266
Chicago Great Western.....	1,908,545
Mason City & Fort Dodge.....	129,804
Wisconsin, Minnesota & Pacific.....	262,018
Chicago, Milwaukee & St. Paul.....	9,586,201
Chicago & North-Western.....	20,258,553
Chicago, Iowa & Dakota.....	27,249
Chicago, St. Paul, Minneapolis & Omaha.....	2,648,146
Fremont, Elkhorn & Missouri Valley*.....	588,976
Chicago, Rock Island & Pacific.....	9,548,940
Colfax Northern.....	9,882
Crooked Creek.....	42,960
Davenport, Rock Island & Northwestern.....	
Des Moines, Iowa Falls & Northern.....	
Des Moines Union.....	1,148,296
Dubuque & Sioux City (Illinois Central).....	699,624
Iowa Central.....	28,115
Albia & Centerville.....	22,514
Manchester & Oneida.....	1,044,585
Minneapolis & St. Louis.....	11,820
Muscatine North & South.....	
Newton & Northwestern.....	12,781
Tabor & Northern.....	2,017,986
Union Pacific.....	5,948,918
Wabash.....	227,788
Willmar & Sioux Falls.....	
<b>Total.....</b>	<b>74,391,855</b>

\* For period from July 1, 1902, to February 18, 1903.

TRAFFIC—ENTIRE LINE.

Passenger Traffic.							
Number of passengers carried one mile.	Average distance carried—miles.	Total passenger revenue.	Average amount received from each passenger.	Average receipts per passenger per mile—cents.	Total passenger earnings.	Passenger earnings per mile of road.	Passenger earnings per train mile.
351,559	1.98	\$ 8,877.99	.05	02.5	\$ 8,877.99	\$ 4,489.78	.....
378,473,945	88.00	8,309,701.08	1.92123	02.196	10,884,264.88	2,240.68	1.45106
667,045,208	48.51	13,886,343.82	1.00989	02.082	17,509,082.23	2,108.24	1.18492
81,432,117	42.12	1,653,358.46	.88857	02.03	1,997,778.05	2,149.28	.....
2,619,173	20.21	67,585.02	.5211	02.59	76,330.43	681.85	.557
5,588,533	21.33	143,756.24	.555	02.57	172,214.43	680.15	.65576
481,261,190	43.11	9,542,200.87	.99541	02.309	12,646,695.86	1,860.65	1.12106
602,794,276	29.75	12,174,147.13	.60104	02.02	14,537,989.52	2,251.53	.93908
317,730	11.66	10,412.86	.88212	03.277	12,248.51	463.77	.84808
138,297,266	52.22	8,167,121.63	1.19598	02.290	3,654,994.62	2,287.17	1.04884
27,954,838	47.46	712,351.99	1.20945	02.548	912,486.39	655.00	1.27573
438,703,832	45.94	9,460,857.07	.99078	02.157	11,224,768.25	2,040.66	1.01424
48,270	4.88	2,383.55	.23734	02.956	2,442.53	407.05	.16256
		1,158.18			2,140.26	121.53	.....
188,176	3.10	2,938.00	.06884	02.204	9,695.75	198.15	.....
		4,535.57			4,809.96	68.03	.....
49,704,418	48.47	1,148,045.58	1.00415	02.31	1,378,454.90	1,818.09	.89478
19,517,578	29.15	460,648.10	.68792	02.34	557,777.60	968.88	.66268
310,335	13.42	8,544.81	.8696	02.753	10,204.72	417.51	.38989
180,112	8.00	5,628.05	.25	03.	6,545.12	928.58	.....
48,320,082	41.47	880,946.38	.84334	02.034	1,084,280.06	1,611.85	1.07760
173,010	14.79	5,480.05	.45516	03.109	6,111.08	219.15	.1542
111,905	8.79	8,959.31	.311	03.538	5,091.80	579.21	.46268
260,263,668	123.97	5,063,399.32	2.50418	01.941	7,208,304.02	2,444.25	1.17552
830,111,942	55.49	6,135,500.85	1.03137	01.859	7,470,992.22	3,008.49	.96855
12,362,658	44.40	325,157.82	1.17075	02.686	379,729.45	869.48	.6685
<b>3,491,046,819</b>	<b>46.98</b>	<b>\$ 73,176,967.83</b>	<b>.98880</b>	<b>02.181</b>	<b>\$ 91,709,239.91</b>	<b>\$ 2,155.78</b>	<b>1.14729</b>

TABLE No. 56—MILEAGE

Railroads.	Freight Traffic.	
	Number of tons of freight carried earning revenue.	Number of tons carried one mile.
Ames & College	9,658,407	2,991,428,744
Atchison, Topeka & Santa Fe	19,216,612	4,973,599,690
Chicago, Burlington, & Quincy	2,769,307	769,918,612
Chicago Great Western	281,937	11,083,037
Mason City & Fort Dodge	500,425	20,287,096
Wisconsin, Minnesota & Pacific	21,894,658	4,021,735,419
Chicago, Milwaukee & St. Paul	80,498,440	4,042,788,811
Chicago, Iowa & Dakota	37,630	488,018
Chicago, St. Paul, Minneapolis & Omaha	5,001,079	890,384,008
Fremont, Elkhorn & Missouri Valley*	1,122,565	178,969,850
Chicago, Rock Island & Pacific	10,567,541	2,452,729,874
Colfax Northern	277,285	1,240,500
Crooked Creek	98,199	.....
Davenport, Rock Island & Northwestern	12,181	192,545
Des Moines, Iowa Falls & Northern	24,130	571,056
Des Moines Union	.....	.....
Dubuque & Sioux City (Illinois Central)	1,694,000	308,187,082
Iowa Central	1,727,114	275,832,243
Albia & Centerville	99,896	1,524,807
Manchester & Onida	18,708	149,540
Minneapolis & St. Louis	1,886,894	179,607,497
Muscatine North & South	91,110	2,012,124
Newton & Northwestern	.....	.....
Tabor & Northern	15,209	183,897
Union Pacific	5,790,518	2,098,000,534
Wabash	9,691,814	2,188,078,333
Willmar & Sioux Falls	697,860	71,074,455
<b>Total</b>	<b>129,695,871</b>	<b>25,980,910,469</b>

\* For period from July 1, 1902, to February 16, 1908.

TRAFFIC ENTIRE LINE—CONTINUED.

Average distance haul of one ton.	Freight Traffic.									
	Total freight revenue.	Average amount received for each ton of freight.	Average receipt per ton per mile—conts.	Total freight earnings.	Freight earnings per mile of road.	Freight earnings per train mile.	Average cost per ton per mile to move freight—conts.	Average No. of tons of freight in train.	Average number of freight tons loaded car.	Average No. of tons of freight in each car—L. C. L.
.....	2,094.75	.....	.....	2,556.00	1,290.90	.....	.....	.....	.....	.....
301.	26,941,703.48	2.70697	.....	28,990,483.41	5,552.86	.....	.....	.....	.....	.....
253.61	42,181,682.96	3.19248	.....	42,179,275.98	5,078.78	.....	.....	.....	271.34	14.77
274.61	5,638,437.86	2.09	.....	5,638,437.58	8,000.65	.....	.....	.....	.....	.....
44.01	231,251.90	917	.....	231,251.90	1,912.75	.....	.....	.....	.....	.....
40.47	451,353.00	9019	.....	451,353.00	1,732.69	.....	.....	.....	.....	.....
183.71	34,797,045.37	1.68381	.....	34,577,800.11	5,131.42	.....	.....	.....	240.25	13.24
183	35,944,222.13	1.17855	.....	36,006,097.57	5,585.84	.....	.....	.....	249.62	14.41
12.97	22,959.88	59447	.....	22,751.47	861.80	.....	.....	.....	13.67	8.59
153.97	8,300,750.07	1.48199	.....	8,301,061.09	5,081.51	.....	.....	.....	241.29	14.39
169.42	2,841,125.97	2.53092	.....	2,848,928.32	2,043.59	.....	.....	.....	108.58	10.53
281.44	24,845,459.79	2.94445	.....	24,845,456.79	4,510.90	.....	.....	.....	187.70	12.91
6.99	31,949.88	15417	.....	31,949.88	6,824.86	.....	.....	.....	52.80	22.95
.....	20,068.88	517	.....	20,068.88	1,137.92	.....	.....	.....	.....	.....
6.84	8,161.57	28012	.....	8,161.57	168.80	.....	.....	.....	.....	.....
8.15	17,444.23	72292	.....	17,444.23	246.78	.....	.....	.....	.....	.....
181.91	2,487,018.32	1.48042	.....	2,488,081.82	8,281.44	.....	.....	.....	168.90	10.90
159.62	1,839,858.48	1.06327	.....	1,839,858.48	8,294.70	.....	.....	.....	48	119.98
21.30	23,295.72	33310	.....	23,295.72	933.18	.....	.....	.....	58.26	20.18
8	8,818.98	50	.....	8,873.98	1,048.99	.....	.....	.....	30.00	10.00
97.78	2,224,620.53	1.21102	.....	2,224,620.53	5,465.85	.....	.....	.....	57	243.98
38.88	47,487.66	46883	.....	47,487.66	1,481.96	.....	.....	.....	66	20
8.79	14,898.69	91257	.....	14,868.69	1,692.75	.....	.....	.....	.....	.....
711.40	20,418,414.02	3.51463	.....	20,418,414.02	6,923.88	.....	.....	.....	310.87	14.95
229.90	13,327,478.75	1.87517	.....	13,369,894.72	5,604.71	.....	.....	.....	301.76	15.23
119.77	1,068,684.79	1.63865	.....	1,100,703.91	2,630.92	.....	.....	.....	171.62	18.74
205.28	228,075,084.85	1.80018	.....	224,932,276.80	5,273.81	.....	.....	.....	.....	.....



TABLE No. 57—MILEAGE TRAFFIC

Railroads.	Passenger and Freight Traffic.		
	Passenger and Freight Revenue.		
	Amount.	Miles.	Per mile.
Ames & College	\$ 10,962.74		
Atchison, Topeka & Santa Fe	35,251,404.64	4,857.58	7,257.00
Chicago, Burlington & Quincy	50,018,326.88	8,305.05	6,714.00
Chicago Great Western	7,266,796.04	846.19	7,839.49
Mason City & Fort Dodge	298,736.52	120.90	2,473.01
Wisconsin, Minnesota & Pacific	595,106.24	271.00	2,350.35
Chicago, Milwaukee & St. Paul	44,539,246.24	6,706.90	6,533.44
Chicago & North-Western	48,120,860.20	6,456.91	7,432.54
Chicago, Iowa & Dakota	92,776.24	26.40	1,241.52
Chicago, St. Paul, Minneapolis & Omaha	11,407,880.70	1,223.89	7,019.32
Fremont, Elkhorn & Missouri Valley *	8,539,477.50	1,435.16	2,543.59
Chicago, Rock Island & Pacific	34,309,313.80	5,500.50	6,236.88
Colfax Northern	34,288.48	6.00	5,713.90
Crooked Creek	21,197.01	17.61	1,208.69
Davenport, Rock Island & Northwestern	11,097.67	48.99	226.80
Des Moines, Iowa Falls & Northern	21,979.80	70.70	310.88
Des Moines Union			
Dubuque & Sioux City (Illinois Central)	3,606,080.90	757.52	4,759.08
Iowa Central	2,800,506.58	558.48	4,119.60
Albia & Centerville	81,840.53	24.44	1,302.80
Manchester & Onida	18,947.63	4.00	1,855.13
Minneapolis & St. Louis	8,108,496.91	641.84	4,398.38
Muscatine North & South	47,907.71	23.07	1,695.95
Newton & Northwestern			
Tabor & Northern	18,829.00	8.79	2,141.97
Union Pacific	25,471,814.24	2,949.09	8,637.18
Wabash	19,469,979.60	2,041.70	7,537.55
Wilmar & Sioux Falls	1,423,522.11	436.78	8,260.19
Total	\$ 290,862,801.63	48,738.98	\$ 6,786.83

\* For period from July 1, 1902, to February 16, 1903.

—ENTIRE LINE—CONTINUED.

Passenger and Freight Traffic.							
Passenger and Freight Earnings.		Gross Earnings from Operation.		Expenses.		Net Earnings from Operation.	
Amount.	Per mile.	Amount.	Per mile.	Amount.	Per mile.	Amount.	Per mile.
\$ 11,433.99		\$ 11,433.99	\$ 5,774.74	\$ 8,164.44		\$ 3,269.55	
37,874,748.29	7,797.05	38,522,757.51	7,930.44	22,417,054.49	4,614.86	16,105,703.02	3,315.58
59,698,358.21	7,187.00	61,647,506.72	7,422.90	57,742,489.23	4,544.82	32,905,107.49	2,878.08
7,691,210.63	8,209.98	7,818,918.15	8,411.87	5,564,769.29	5,500.82	1,962,148.86	2,110.95
307,522.38	2,544.10	450,835.88	3,728.96	216,564.59	1,791.82	234,240.99	1,857.47
623,567.43	2,492.74	625,452.21	2,470.19	381,494.69	1,506.05	243,957.52	966.08
47,524,493.97	6,992.07	47,662,737.87	7,012.41	30,128,059.26	4,432.61	17,534,678.61	2,579.80
50,004,027.00	7,837.28	50,787,228.97	7,865.56	32,255,090.46	4,966.43	18,532,138.51	2,870.12
34,964.96	1,325.57	35,565.97	1,847.20	29,611.22	1,121.64	5,954.75	225.56
11,956,956.31	7,318.67	12,111,314.54	7,415.15	7,805,893.82	4,658.43	4,306,450.72	2,757.72
3,759,499.71	2,868.36	3,792,570.82	2,700.86	2,442,522.82	1,753.80	1,350,047.50	947.50
93,070,214.96	6,557.66	93,864,492.61	6,901.05	23,049,564.06	4,190.40	13,259,938.58	2,410.65
31,392.21	5,732.65	34,422.80	5,737.13	18,303.49	3,050.98	16,119.31	2,686.55
22,179.09	1,359.47	24,200.84	1,374.26	23,109.90	1,312.18	1,090.94	61.95
17,857.32	364.93	76,790.79	1,599.40	65,984.16	1,307.25	12,805.63	262.14
22,254.19	314.76	22,263.68	314.90	22,321.29	319.86		5.08
3,896,496.22	5,064.54	4,123,561.01	5,421.18	3,516,060.55	4,642.97	606,870.40	799.81
2,997,690.08	4,293.53	2,441,565.95	4,372.19	1,944,848.08	3,482.70	496,717.87	859.49
33,500.44	1,970.72	33,656.65	1,377.06	81,627.90	1,290.00	2,126.45	87.08
14,921.10	1,865.15	14,921.10	1,865.15	10,621.99	1,327.71	4,299.11	337.43
8,238,730.82	5,071.20	8,417,374.87	5,324.94	1,964,081.69	3,091.24	1,453,328.24	2,233.10
48,598.69	1,695.95	48,628.06	1,695.95	69,730.27	2,482.16	21,106.68	70.13
19,969.99	3,270.76	20,276.82	2,808.01	18,263.71	2,077.77	2,013.12	234.78
27,628,718.94	9,397.89	28,066,715.82	9,686.83	17,114,103.40	5,808.16	11,458,611.92	3,865.55
21,140,823.94	8,513.20	21,330,338.94	8,337.16	16,048,038.45	6,462.99	5,162,270.51	2,074.77
1,480,432.76	3,389.0	1,504,135.25	3,444.08	962,933.22	2,204.94	541,172.04	1,284.14
\$ 316,041,516.51	\$ 7,225.62	\$ 321,309,741.30	\$ 7,346.07	\$ 203,982,066.70	\$ 4,668.16	\$ 117,347,675.60	\$ 2,682.91

† Deficit.

TABLE No. 58—MILEAGE TRAFFIC

Railroads.	Miles Run.			
	By Trains Earning Revenue.			
	Passenger.	Freight.	Mixed.	Total.
Ames & College.....				
Atchison, Topeka & Santa Fe.....	7,000,737	9,905,815	1,520,300	18,927,851
Chicago, Burlington & Quincy.....	18,563,405	16,784,943	1,185,084	31,561,442
Chicago Great Western.....	2,490,927	8,284,094	17,798	5,798,089
Mason City & Fort Dodge.....	184,337	126,315	2,518	203,170
Wisconsin, Minnesota & Pacific.....	290,481	213,304	2,196	478,501
Chicago, Milwaukee & St. Paul.....	10,184,880	15,844,724	1,006,130	26,925,734
Chicago & North-Western.....	14,180,381	14,910,019	1,288,809	30,379,209
Chicago, Iowa & Dakota.....			35,692	35,692
Chicago, St. Paul, Minneapolis & Omaha.....	2,902,488	3,198,158	492,376	6,682,972
Fremont, Elkhorn & Missouri Valley.....	527,630	1,522,512	87,038	2,137,180
Chicago, Rock Island & Pacific.....	10,646,501	12,840,542	520,967	23,007,740
Colfax Northern.....			15,024	15,024
Crooked Creek.....				
Davenport, Rock Island & Northwestern.....				
Des Moines, Iowa Falls & Northern.....				
Des Moines Union.....				
Dubuque & Sioux City (Illinois Central).....	1,597,453	1,782,826	47,920	3,427,999
Iowa Central.....	707,079	1,243,806	184,611	2,085,585
Albia & Centerville.....			26,173	26,173
Manchester & Oneida.....			29,200	29,200
Minneapolis & St. Louis.....	950,756	736,142	99,590	1,696,588
Muscataine North and South.....				30,590
Newton & Northwestern.....				
Tabor & Northern.....				
Union Pacific.....			11,005	11,005
Wabash.....	6,098,078	5,966,290	98,300	12,796,290
Willmar & Sioux Falls.....	7,718,162	7,384,158	14,090,320	14,090,320
	435,359	284,302	182,071	892,892
<b>Total.....</b>	<b>79,935,849</b>	<b>96,169,749</b>	<b>6,778,518</b>	<b>182,908,611</b>

\* For period from July 1, 1902, to February 16, 1903.

—ENTIRE LINE—CONTINUED.

Miles Run.		Grand total train mileage.	Average number of freight cars in trains.	Average number of loaded cars in trains.	Average number of empty cars in trains.	Car Mileage.			
By Other Trains.	Switching.					Construction and other.	Loaded freight cars east or north.	Loaded freight cars south or west.	Empty cars north or east.
8,433,451	571,905	22,833,217	26	19	7	100,597,390	112,703,858	47,270,938	39,548,377
850,410	801,004	6,914,808	16	18	3	80,819,429	27,481,250	7,170,271	9,840,748
21,825	80,848	355,382	16	18	3	831,752	930,117	308,711	144,086
14,472	55,353	545,326	16	18	3	950,841	921,722	355,357	229,201
10,932,025	3,065,325	26,925,734	24	17	7	157,391,573	148,354,976	55,194,519	67,518,208
		44,044,219	24	17	7	136,498,544	144,051,530	60,948,782	57,136,122
		38,122	2	1	1	27,401	29,418	12,850	11,315
1,595,881	472,337	6,722,170	22	17	5	28,968,777	32,992,628	13,578,028	7,180,461
497,294	309,338	2,264,212	16	10	6	9,325,338	7,871,845	4,978,537	6,196,467
	671,616	24,279,356	21	14	7	84,105,710	105,850,180	53,418,616	30,754,332
		15,024	7	4	3	49,776	4,354	862	45,518
100,187	35,841	130,978							
418,581	241,490	4,087,029	21	15	6	15,345,345	14,917,908	6,724,482	8,500,060
	127,472	2,218,257	15	12	4	6,355,397	10,403,682	4,547,186	935,530
	500	29,078	5	3	2	62,640	12,904	5,262	42,228
		29,200	4	2	2				
	141,574	1,837,472	19	4	4	6,375,083	7,234,242	2,074,870	1,083,046
		39,590	4	3	1	72,374	60,980	30,041	37,032
2,170,306	525,131	15,502,735	20	21	8	19,405,080	50,917,686	16,797,150	55,132,937
3,128,436	1,374,098	19,805,841	28	19	7	70,420,488	65,005,022	27,338,288	25,238,436
	12,240	864,632	16	12	4	2,216,507	2,991,973	1,215,738	601,174
<b>22,782,428</b>	<b>7,891,992</b>	<b>218,633,489</b>				<b>607,897,665</b>	<b>740,623,247</b>	<b>301,254,534</b>	<b>294,082,730</b>

TABLE No. 59—

Railroads.	Products of Agriculture.			
	Grain.	Flour.	Other mill products	Hay.
Ames & College.....				
Atchison, Topeka & Santa Fe.....				
Chicago, Burlington & Quincy.....				
Chicago Great Western.....	290,374	165,984	18,097	15,708
Mason City & Fort Dodge.....	40,142	24,871	2,696	2,320
Wisconsin, Minnesota & Pacific.....	13,818	7,467	842	701
Chicago, Milwaukee & St. Paul.....	505,902	34,987	53,348	12,207
Chicago & North-Western.....	721,483	43,024	55,380	14,751
Chicago, Iowa & Dakota.....	5,529	256	87	126
Chicago, St. Paul, Minneapolis & Omaha.....	44,303	7,429	15,344	10,369
Fremont, Elkhorn & Missouri Valley*.....	910	30	12	29
Chicago, Rock Island & Pacific.....	1,005,948	125,904	128,059	36,872
Colfax Northern.....	1,157	208	208	178
Crooked Creek.....	2,465	7		
Davenport, Rock Island & Northwestern.....				
Des Moines, Iowa Falls & Northern.....				
Des Moines Union.....				
Dubuque & Sioux City (Illinois Central).....	239,052	90,926	31,420	9,100
Iowa Central.....	134,170	75,307	12,330	5,356
Albia & Centerville.....	534	605	28	81
Manchester & Oneida.....	1,309	1,300	1,185	380
Minneapolis & St. Louis.....	78,796	13,488	3,662	2,159
Muscatine North & South.....	3,440	759	12,000	260
Newton & Northwestern.....	9,771			
Tabor & Northern.....				
Union Pacific.....				
Wabash.....	45,040	5,800	7,778	3,969
Willmar & Sioux Falls.....				
<b>Total.....</b>	<b>3,144,138</b>	<b>604,302</b>	<b>342,474</b>	<b>114,541</b>

\* For period from July 1, 1902, to February 16, 1903.

TONNAGE—IOWA.

Tobacco.	Products of Agriculture.						Products of Animals.						
	Fruit and veget. bls.	Grass seed.	Cotton.	Butter.	Eggs.	Cheese.	Live stock	Dressed meats.	Other packing house products	Poultry, game and fish.	Wool.	Hides and leather.	Milk.
	46,916		584	† 17,095			97,531	30,552	50,078	3,605	1,483	3,534	
	6,948			† 3,708			14,625	4,575	7,525	570		550	
	1,993						4,459	1,465	1,930	142	27	252	
110	12,483		16,918	† 13,040	12,091		338,764	65,905	82,870	8,629	4,418	6,877	
52	47,353			5,792	8,852		887,445	41,672	27,911	7,196	5,292	5,916	
4	318			205	140		4,254	20	6	108	28	1	
	5,870						72,302	1,908	8,018	125	188	344	
	2,165						467		175				
	91,849						397,830	12,067	25,077	10,182	1,727	9,779	
	30						2,155						
	90				4		536			8			
71	55,603			7,677			176,227		54,317	6,912	3,782	2,282	
24	9,348			646	1,531	275	65,853	606	15,526	2,149	701	2,103	
	27						178			230			
	22	70		260	58		2,740			17	160	60	
	5,477			292	372	5	20,503	9,324	933	867	28	99	
	2,360						758	232	100			153	
							2,023						
134	5,632		343				10,564	3,240	3,484		219	1,918	
<b>402</b>	<b>294,534</b>	<b>70</b>	<b>7,825</b>	<b>48,890</b>	<b>23,048</b>	<b>280</b>	<b>1,599,314</b>	<b>171,616</b>	<b>278,548</b>	<b>85,788</b>	<b>18,008</b>	<b>33,978</b>	

† Including eggs and cheese.  
‡ Other agricultural products.



TABLE NO. 61—TONNAGE—IOWA—CONTINUED.

Railroads.	Manufactures—Continued.						Other			Grand total—Iowa.	Originating on own road.	From other roads.
	Brick.	Tile.	Agricultural implements.	Wagons, carriages, tools, etc.	Wines, liquors and beers.	Household goods and furniture.	Ice.	Merchandise.	Miscellaneous.			
Ames & College												
Atchison, Topeka & Santa Fe												
Chicago, Burlington & Quincy												
Chicago Great Western			8,896	7,858	6,558	12,656		113,164	128,450	1,660,984		
Mason City & Fort Dodge			1,330	1,195	950	2,400		17,052	23,523	251,937		
Wisconsin, Minnesota & Pacific			268	315	252	488		4,627	13,857	78,765		
Chicago, Milwaukee & St. Paul	57,279		10,117	3,704	10,261	26,320	6,174	346,398	227,808	2,270,966		
Chicago & North-Western	43,630	27,412	12,336	9,474	7,699	43,476	7,678	227,808	24,973	3,001,692	2,495,804	506,888
Chicago, Iowa & Dakota	535	6,917	263	139	2	617	300	2,875	136	37,620	19,759	17,861
Chicago, St. Paul, Minneapolis & Omaha			766	360	1,693	7,057		46,519	51,389	829,248	177,208	152,040
Fremont, Elkhorn & Missouri Valley *	48	20	210	576	175	172		1,568	791	17,709	10,759	6,950
Chicago, Rock Island & Pacific	†140,814		47,392	18,637	20,469	45,380		418,010	937,234	5,324,978	2,917,848	2,407,130
Colfax Northern			70	46		269		670	664	207,235	200,473	6,762
Crooked Creek	† 11,039	3,466			53	49		478	3,132	32,690	85,196	3,503
Davenport, Rock Island & Northwestern	38	108							2,222	21,009	21,335	274
Des Moines, Iowa Falls & Northern												
Des Moines Union												
Dubuque & Sioux City (Illinois Central)		5,722	11,920	7,081	8,244	7,847	2,613	162,314	93,668	1,689,370	734,470	954,900
Iowa Central	28,117		9,138	6,183	5,255	8,921		73,273	111,852	1,472,936	1,042,322	430,614
Albia & Centerville			45	19		282		4,901	3,137	69,936	64,321	5,615
Manchester & Oneida	40	29	212	120		380		5,059	971	18,705	5,508	13,197
Minneapolis & St. Louis	14,020		921	337	1,108	3,971		41,899	15,843	419,117	265,734	153,333
Muscatine North & South	350			24		230		14,450	7,670	90,990	58,081	32,900
Newton & Northwestern								1,282		120,293	119,011	1,282
Tabor & Northern												
Union Pacific												
Wabash			1,293	409	2,724	946		18,610	41,843	290,745		
Willmar & Sioux Falls												
<b>Total</b>	<b>295,909</b>	<b>43,674</b>	<b>105,196</b>	<b>58,477</b>	<b>65,466</b>	<b>166,461</b>	<b>16,765</b>	<b>1,500,947</b>	<b>1,461,353</b>	<b>17,413,534</b>	<b>8,104,479</b>	<b>4,692,758</b>

\* For period from July 1, 1902 to February 16, 1903. † Including tile. ‡ Including brick-clay.

TABLE No. 62—TONNAGE—ENTIRE LINE.

Railroads.	Products of Agriculture.										
	Grain.	Flour.	Other mill stuffs.	Hay.	Tobacco.	Fruit and vegetables.	Grass seed.	Cotton.	Butter.	Eggs.	Cheese.
Ames & College											
Atchison, Topeka & Santa Fe	1,682,851	240,356	112,090	152,572	718	445,724		23,232			
Chicago, Burlington & Quincy											
Chicago Great Western	483,958	276,640	50,162	26,178		78,194		940	† 28,491		
Mason City & Fort Dodge	40,142	24,871	2,696	2,320		6,948			† 3,703		
Wisconsin, Minnesota & Pacific	87,336	49,742	5,392	4,649		13,997			† 7,408		
Chicago, Milwaukee & St. Paul	3,154,652	691,241	381,040	127,810	38,588	289,129	†104,341	§135,868		38,528	† 67,167
Chicago & North-Western	2,600,003	340,040	232,287	168,261	16,066	544,311			67,600	20,756	†148,592
Chicago, Iowa and Dakota	5,529	256	87	126	4	318			205	140	
Chicago, St. Paul, Minneapolis & Omaha	1,207,050	277,112	174,992	80,521	135	155,368		26			
Fremont, Elkhorn & Missouri Valley *	289,253	14,700	5,443	37,241		21,691			699	589	
Chicago, Rock Island & Pacific	2,102,013	290,221	262,283	76,733		219,308		24,079			
Colfax & Northern	1,157	208	208	178	7	30					
Crooked Creek	2,465	7				90					
Davenport, Rock Island & Northwestern	12										
Des Moines, Iowa Falls & Northern											
Des Moines Union											
Dubuque & Sioux City (Illinois Central)	241,001	96,028	31,420	9,100	71	55,603			7,688		
Iowa Central	177,369	75,397	18,849	4,419	29	9,692			752	2,153	509
Albia & Centerville	534	605	28	61		27					
Manchester & Oneida	1,309	1,300	1,185	330		22			260	58	
Minneapolis & St. Louis	362,830	207,182	32,448	2,864	92	55,072			2,712	1,850	25
Muscatine North & South	3,440	759	12,000	260		2,360					
Newton & Northwestern	9,771										
Tabor and Northern											
Union Pacific	777,848	111,808	67,003	94,664	624	355,162		§ 27,690			
Wabash	1,501,949	193,349	259,263	132,292	4,480	189,390			11,433		
Willmar & Sioux Falls	191,033	7,601	7,236	5,763		8,999			§ 21,497		
<b>Total</b>	<b>14,902,453</b>	<b>2,900,241</b>	<b>1,636,195</b>	<b>925,942</b>	<b>60,814</b>	<b>2,451,435</b>	<b>104,411</b>	<b>244,820</b>	<b>119,578</b>	<b>64,078</b>	<b>216,693</b>

\* For period from July 1, 1902, to February 16, 1903. † Including eggs and cheese. ‡ Flax seed. § Other agricultural products. || Dairy products. ¶ Milk.

TABLE No. 63—TONNAGE—ENTIRE LINE—CONTINUED.

Railroads.	Products of Animals.						Products of Mines.					
	Live stock.	Dressed meat	Other pack- ing house products.	Poultry, game and fish.	Wool.	Hides and leather.	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand, etc.	Salt.
Ames & College.....	918,978	88,518	39,966	17,119	11,248	11,473	27,728	2,133,944	901,077	354,254	707,820	
Atchison, Topeka & Santa Fe.....	162,552	50,920	83,460	6,008	2,471	5,890		†420,988		9,768	187,102	
Chicago, Burlington & Quincy.....	14,625	4,575	7,525	570		550		†88,200	850		16,872	
Chicago Great Western.....	29,245	9,149	15,050	1,149	450	1,049		†76,338	1,699		33,743	
Mason City & Fort Dodge.....	970,771	177,898	156,900	14,936	13,498	50,480	424,760	2,280,652	309,658	1,293,514	790,919	75,089
Wisconsin, Minnesota & Pacific.....	1,070,017	174,922	143,185	40,920	16,697	94,463	569,726	3,935,854	352,229	7,509,764	967,683	143,116
Chicago & North-Western.....	4,254	20	8	106	28	1	454	9,559			1,057	841
Chicago, Iowa & Dakota.....	327,894	12,286	35,046	14,540	2,413	5,190	120,701	448,120	59,276	32,093	94,122	
Chicago, St. Paul, Minneapolis & Omaha.....	208,162	25	2,535	365	1,658	242	3,386	162,026	5,606	83,511	31,636	7,120
Fremont, Elkhorn & Missouri Valley*.....	891,539	84,017	70,962	21,919	7,640	25,104	184,974	1,668,714	32,909	67,780	427,222	190,151
Chicago, Rock Island & Pacific.....	2,155							190,937			807	
Colfax Northern.....	568			8				15,970	26			17
Crooked Creek.....		10						53			11,180	
Davenport, Rock Island & Northwestern.....								10,229				
Des Moines, Iowa Falls & Northern.....												
Des Moines Union.....												
Dubuque & Sioux City (Illinois Central).....	176,479		54,317	6,912	3,782	2,282	15,684	237,820	4,334	1,255	52,918	15,883
Iowa Central.....	83,689	678	16,897	2,723	727	2,128	3,611	795,378	7,887	15	36,401	7,053
Albia & Centerville.....	176			290			15	57,103			464	
Manchester & Oneida.....	2,740			17	160	60	181	1,930			850	900
Minneapolis & St. Louis.....	49,679	20,512	6,248	2,956	1,098	1,112	15,908	255,794	1,063		18,176	5,348
Muscatine North & South.....	758	282	100				153	1,890			340	
Newton & Northwestern.....	2,023							197,217				
Tabor & Northern.....												
Union Pacific.....	452,438	15,757	†27,894	31,069	26,635	6,391	6,099	1,490,349	36,708	393,899	132,544	†150,940
Wabash.....	352,125	107,985	116,155		7,315	68,947	225,297	2,551,579	37,477	62,293	223,580	
Willmar & Sioux Falls.....	60,790	3,166	†3,816	102	14	540	7,876	62,699	902	60	16,112	
Total.....	5,776,657	700,780	779,990	161,643	95,830	271,053	1,608,341	16,966,234	1,151,414	9,808,216	3,744,407	535,158

\* For period from July 1, 1902, to February 16, 1903. † Including anthracite. ‡ Including other animal products. § Including other mineral products.

TABLE No. 64—TONNAGE—ENTIRE LINE—CONTINUED.

Railroads.	Products of Forests.				Manufactures.						
	Lumber.	Ties, logs, cord- wood and other forest products.	Telegraph, tele- phone and electric light poles.	Petroleum and other oil.	Sugar.	Iron, pig and bloom.	Iron and steel rails.	Other castings and machin- ery.	Bar and sheet metal.	Cement and lime.	Brick.
Ames & College.....				112,090	69,107	21,072	66,397	106,715	66,117		†973,847
Atchison, Topeka & Santa Fe.....	603,176										
Chicago, Burlington & Quincy.....		76,902		58,760	18,491	15,462	10,490	31,749	5,120	80,360	
Chicago Great Western.....	154,720			5,250	1,625	1,325	951	2,974	450		†7,423
Mason City & Fort Dodge.....	21,022			10,498	3,251	2,649	1,899	5,948	850		†14,847
Wisconsin, Minnesota & Pacific.....	42,043			200,455	5,261	243,704	148,603	193,696	172,686		†628,349
Chicago, Milwaukee & St. Paul.....	1,850,035	2,078,172		250,569	74,508	536,269	151,585	388,715	512,714	284,580	888,850
Chicago & North-Western.....	2,022,583	2,122,610	16,853	108	63	133	26	93	23	438	535
Chicago, Iowa & Dakota.....	1,959	502		27,386	25,332	33,553	9,755	33,811	2,339		†121,764
Chicago, St. Paul, Minneapolis & Omaha.....	799,206			4,165	6,120	2,274	2,306	2,884	619	0,011	16,364
Fremont, Elkhorn & Missouri Valley*.....	83,624	6,223		103,108	125,389	104,281	96,093	65,144	189,236		†540,628
Chicago, Rock Island & Pacific.....	632,686	213,721		111	70	162		77	7		844
Colfax Northern.....	1,265	2,293						59			19
Crooked Creek.....	1,137	60						278	816	708	†11,088
Davenport, Rock Island & Northwestern.....	2,301	26									
Des Moines, Iowa Falls & Northern.....											
Des Moines Union.....											
Dubuque & Sioux City (Illinois Central).....	171,751	10,154		21,739	26,169	445	7,995	27,232	26,297		†88,485
Iowa Central.....	113,009			20,661	5,102	12,126	8,008	7,856	2,048	9,873	31,292
Albia & Centerville.....	1,774			96	81	50	31	49			†177
Manchester & Oneida.....	1,370										40
Minneapolis & St. Louis.....	278,207			20,038	14,327	4,668	6,144	14,745	3,877	55,000	50,958
Muscatine North & South.....	29,174			390	2,920	530		310		2,270	350
Newton and Northwestern.....											
Tabor & Northern.....											
Union Pacific.....	323,800	8,998		39,074	56,424	20,904	98,057	102,764	47,511		†107,098
Wabash.....	547,839	175,256		102,228	34,708	59,034	126,897	185,526			†226,626
Willmar & Sioux Falls.....	67,425	41,631		2,167		8,868	80	2,993	427		†12,342
Total.....	7,750,166	4,731,547	16,853	978,833	468,968	1,062,509	735,327	1,233,668	1,021,137	439,561	2,620,896

\* For period from July 1, 1902, to February 16, 1903. † Including cement and lime. ‡ Including brick clay.

TABLE No. 65—TONNAGE—ENTIRE LINE—CONTINUED.

Railroads.	Manufactures—Continued.					Other Items.			Total tonnage.	Originating on own road.	Received from other lines.
	Title.	Agricultural implements.	Wagons, carriages, tools, etc.	Wines, liquors and beers.	Household goods and furniture.	Ice.	Merchandise.	Miscellaneous.			
Ames & College.....											
Atchison, Topeka & Santa Fe.....		82,658	31,906	55,218	68,234		731,508	860,664	9,153,407	7,015,414	2,937,993
Chicago, Burlington & Quincy.....		14,727	13,098	10,922	21,093		189,440	213,241	2,768,307		
Chicago Great Western.....		1,850	1,195	950	2,400		17,052	23,523	251,937		
Mason City & Fort Dodge.....		2,691	2,390	1,905	4,799		34,095	36,114	500,425		
Wisconsin, Minnesota & Pacific.....		215,306	70,765	548,486	116,563	376,458	1,680,190	1,194,022	21,304,638	18,788,986	2,515,652
Chicago, Milwaukee & St. Paul.....	56,654	212,153	358,530	230,280	222,957	482,421	1,942,405	1,037,523	30,498,440	26,291,898	4,206,542
Chicago & North-Western.....	6,917	263	159	2	617	300	2,875	136	37,620	19,759	17,861
Chicago, Iowa & Dakota.....		32,010	11,320	24,895	61,153		483,391	932,779	5,601,079	4,078,044	1,523,035
Chicago, St. Paul, Minneapolis & Omaha.....		447	4,757	5,376	6,994	3,480	81,246	7,776	1,122,565	904,859	217,706
Fremont, Elkhorn & Missouri Valley*.....		94,364	37,345	80,376	110,847		831,812	785,543	10,597,541	5,064,542	4,932,999
Chicago, Rock Island & Pacific.....			70	46	269		670	664	207,235	200,473	6,762
Colfax Northern.....	3,469			53	49		478	3,132	38,699	35,196	3,503
Crooked Creek.....					12			2,560	28,131	27,857	274
Davenport, Rock Island & Northwestern.....											
Des Moines, Iowa Falls & Northern.....											
Des Moines Union.....											
Dubuque & Sioux City (Illinois Central).....	5,722	11,920	7,081	8,244	7,847	2,613	162,968	93,869	1,694,006	783,442	910,564
Iowa Central.....		10,456	4,655	8,639	9,953		104,349	132,876	1,727,114	1,263,871	463,243
Albia & Centerville.....		45	19		282		4,901	3,137	69,936	64,321	5,615
Manchester & Oneida.....	29	212	120		330		6,059	971	18,715	5,508	13,197
Minneapolis & St. Louis.....		11,541	4,759	12,145	21,060		178,725	122,788	1,368,894	1,198,612	638,282
Muscatine North & South.....			24		230		14,450	7,670	90,900	58,081	32,909
Newton & Northwestern.....							1,282		120,293	119,011	1,282
Tabor & Northern.....											
Union Pacific.....		23,175	21,637	38,173	36,574		325,328	291,861	5,760,548	3,381,613	2,378,935
Wabash.....		43,084	13,644	90,815	31,527		620,327	1,394,770	9,691,514		
Willmar & Sioux Falls.....		3,489	1,119	4,246	1,493		31,671	37,412	597,569		
<b>Total.....</b>	<b>73,235</b>	<b>719,266</b>	<b>585,218</b>	<b>1,171,301</b>	<b>725,333</b>	<b>865,272</b>	<b>7,399,617</b>	<b>6,683,031</b>	<b>104,517,593</b>	<b>69,901,487</b>	<b>20,806,354</b>

\* For period from July 1, 1902, to February 16, 1903.

TABLE No. 66—CONSUMPTION OF FUEL BY LOCOMOTIVES—IOWA.

Railroads.	Bituminous Coal.		Wood.				Total Fuel Consumed.		Miles run.	Average pounds consumed per mile.
	Tons.	Average cost.	Hard.		Soft.		Tons.	Av. price at distributing point.		
			Cords.	Average cost.	Cords.	Average cost.				
Ames & College.....	12,209.00	\$ 1.41	198.00	\$ 1.67			12,341.00	\$ 1.42	196,169	125.82
Atchison, Topeka & Santa Fe.....										
Chicago, Burlington & Quincy.....	202,857.80	1.96			1,034.00	\$ 2.10	208,567.80	1.97	3,151,018	132.38
Chicago Great Western.....	16,004.00	1.96			444.00	2.10	16,226.00	1.97	395,882	132.38
Mason City & Fort Dodge.....	† 1,759.00				60.00		1,789.00		39,035	91.64
Wisconsin, Minnesota & Pacific.....										
Chicago, Milwaukee & St. Paul.....	665,924.00	1.78	1,640.00	2.75	3,269.00	2.75	668,654.00	1.80	12,301,022	108.72
Chicago & North-Western.....	1,534.00	2.03					1,534.00	2.03	42,870	71.00
Chicago, Iowa & Dakota.....	31,344.00	2.75			516.00	1.48	31,602.00	2.75	616,412	116.39
Chicago, St. Paul, Minneapolis & Omaha.....	2,618.46	2.86			49.30	3.55	2,641.11	2.87	44,893	117.60
Fremont, Elkhorn & Missouri Valley*.....	520,202.00	2.11					520,202.00	2.11	10,044,077	103.59
Chicago, Rock Island & Pacific.....	1,330.00	1.55			30.00	2.25	1,345.00	1.58	15,624	179.00
Colfax Northern.....	1,220.66						1,220.66		16,000	152.58
Crooked Creek.....	3,280.00	1.49	21.00				3,294.00	1.49	61,465	107.18
Davenport, Rock Island & Northwestern.....										
Des Moines, Iowa Falls & Northern.....	4,489.00	1.88					4,489.00	1.88		
Des Moines Union.....	249,084.00	1.06	1,623.00	1.61			250,116.00	1.08	3,812,132	131.22
Dubuque & Sioux City (Illinois Central).....	132,842.00	1.46			500.00	2.68	132,892.00	1.46	2,316,296	114.70
Iowa Central.....										
Albia & Centerville.....	1,950.00	3.60			10.00		1,957.00	3.60	29,200	75.00
Manchester & Oneida.....	27,007.00	2.22			72.00	2.50	27,043.00	2.22	465,329	116.25
Minneapolis & St. Louis.....	3,120.00	1.30			47.00		3,144.00	1.30	39,560	159.00
Muscatine North & South.....										
Newton & Northwestern.....	595.00	3.71					595.00	3.95	11,605	108.13
Tabor & Northern.....	14,640.06	1.91			13.50	1.10	14,646.81	1.91	222,011	131.95
Union Pacific.....										
Wabash.....										
Willmar & Sioux Falls.....										
<b>Total.....</b>	<b>1,893,757.98</b>		<b>3,482.00</b>		<b>6,045.80</b>		<b>1,904,290.38</b>		<b>33,789,364</b>	

\* For period from July 1, 1902, to February 16, 1903. † Anthracite coal.







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RETURNS  
OF  
Interurban Electric Railways.

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TABLE No. 1—CAPITAL STOCK.

	Number of Shares Authorized.		Par Value.		Total Par Value Authorized.		Total Amount Issued and Outstanding.		Dividends Declared During Year.				
	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.		Preferred.		
									Rate.	Amount.	Rate.	Amount.	
Cedar Rapids & Marion City Railway company .....													
Interurban Railway company .....	5,087		\$ 100		\$ 508,700		\$ 508,700						
Mason City & Clear Lake Traction company .....	2,000		100		200,000		200,000						
Waterloo & Cedar Falls Rapid Transit company .....													

TABLE No. 2—CAPITAL STOCK—CONTINUED.

	Amount of Stock Per Mile of Road.		Stock representing roads in Iowa.	Amount of stock held in Iowa.	Number of Stock-holders.		Number of Shares Issued.								Total cash realized.
	Miles.	Amount.			Total.	In Iowa.	For Cash.		For Construction.		For Reorganization.		For Other Purposes.		
							Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	
Cedar Rapids & Marion City Ry. Co. ....															
Interurban Railway Company .....	28.87	\$ 17,820.00	\$508,700.00	\$254,350.00	5	3									
Mason City & Clear Lake Traction Co. ....	17.34	11,534.03	200,000.00	175,000.00	8	7									
Waterloo & Cedar Falls Rapid Tr. Co. ....															

TABLE No. 3—FUNDED DEBT.

	Mortgage Bonds.						
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Interest.		
					Average rates.	Amount accrued during year.	Amount paid during year.
Cedar Rapids & Marion City Railway company .....	\$475,000.00	\$475,000.00	\$475,000.00	\$487,000.00	5 00	\$ 23,750.00	\$23,750.00
Interurban Railway company .....	100,000.00	100,000.00	88,000.00	.....	.....	5,370.00	5,370.00
Mason City & Clear Lake Traction company .....	.....	.....	.....	.....	.....	.....	.....
Waterloo & Cedar Falls Rapid Transit company .....	.....	.....	.....	.....	.....	.....	.....

TABLE No. 4—INCOME ACCOUNT AND COST OF CONSTRUCTION AND EQUIPMENT.

	Gross earnings from operation.	Operating expenses.	Net earnings.	Taxes.	Total other deductions from income.	Surplus for year ending June 30, 1928.	Cost of construction.	Cost of equipment.	Total cost.
Cedar Rapids & Marion City Railway company .....	\$ 33,265.22	\$ 17,802.09	\$ 15,463.13	.....	.....	.....	.....	.....	.....
Interurban Railway company .....	68,438.73	35,890.81	32,547.92	.....	.....	.....	.....	.....	.....
Mason City & Clear Lake Traction company .....	40,966.94	30,527.54	10,439.40	.....	.....	.....	.....	.....	.....
Waterloo & Cedar Falls Rapid Transit company .....	85,544.61	49,430.43	36,114.18	\$ 837.48	\$8,870.00	\$1,200.02	\$506,032.01	\$ 94,060.98	\$ 545,632.77

TABLE No. 5—MILEAGE AND DESCRIPTION OF EQUIPMENT.

	Mileage.					Description of Equipment.									
	Line Represented by Capital Stock.		Operated under trackage rights.	New line constructed during year.	Total mileage excluding trackage rights.	Electric locomotives.	Passenger cars.	Express and baggage.	Box cars.	Flat cars.	Coal cars.	Gravel cars.	Derrick cars.	Other road cars.	Total cars.
	Main line.	Branches and spurs.													
Cedar Rapids & Marion City Railway company .....	12.06	.....	.....	5.92	12.06	.....	11	.....	.....	.....	.....	.....	.....	11	
Interurban Railway company .....	18.87	10.00	.....	.....	28.87	.....	4	.....	.....	.....	.....	.....	.....	10	
Mason City & Clear Lake Traction company .....	14.82	2.72	.....	.....	17.54	.....	1	.....	.....	.....	.....	.....	.....	1	
Waterloo & Cedar Falls Rapid Transit Co. ....	40.00	.....	.....	.....	40.00	.....	13	.....	.....	.....	.....	.....	.....	13	

\* Motor car.  
† Six motor cars.

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MILEAGE, OFFICERS AND DIRECTORS

OF

RAILWAY COMPANIES.

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MILEAGE, OFFICERS AND DIRECTORS OF RAILWAY COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:  
 a Main line.

Name.	Terminals.		Miles of line for each road named.
	From—	To—	
Ames & College .....	Ames. ....	College .....	1.98

OFFICERS.

Title.	Name.	Location of Office.
Chairman of board .....	W. M. Greeley .....	Ames, Iowa
President .....	W. M. Greeley .....	Ames, Iowa
First vice president .....	E. W. Stanton .....	Ames, Iowa
Secretary .....	M. K. Smith .....	Ames, Iowa
Treasurer .....	H. Westerman .....	Ames, Iowa
General manager .....	M. K. Smith .....	Ames, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
W. M. Greeley .....	Ames, Iowa .....	January 9, 1904
E. W. Stanton .....	Ames, Iowa .....	January 9, 1904
M. K. Smith .....	Ames, Iowa .....	January 9, 1904
Herman Knapp .....	Ames, Iowa .....	January 9, 1904
H. Westerman .....	Ames, Iowa .....	January 9, 1904
C. F. Curtiss .....	Ames, Iowa .....	January 9, 1904
G. H. France .....	Des Moines, Iowa .....	January 9, 1904

1. Total number of stockholders at date of last election, 84.
2. Date of last meeting of stockholders for election of directors, January 9, 1908.
3. Give postoffice address of general office, Ames, Iowa.
4. Give postoffice address of operating office, Ames, Iowa.

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY.

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 trackage rights.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of road named.	
	From—	To—			
1. a The Atchison, Topeka & Santa Fe Railway company	Chicago, Ill.	Denver, Colo.	1,180.72	2,947.76	
	La Junta, Colo.	State Line, N. M. & Tex	580.01		
	North Ottawa, Kan.	State Line, N. M. & Tex	398.29		
	Chanute, Kan.	Longton, Kan.	44.18		
	Hutchinson, Kan.	Kinsley, Kan.	33.03		
	Florence, Kan.	Windsor Junction, Kan.	74.78		
	Newton, Kan.	Purcell, J. T.	232.65		
	Rincon, N. M.	Deming, N. M.	54.65		
	1. b The Atchison, Topeka & Santa Fe Railway company	Ancona, Ill.	Pekin, Ill.		52.58
		North Lexington, Mo.	St. Joseph, Mo.		78.40
St. Joseph, Mo.		Emporia Junction, Kan.	118.97		
Holliday, Kan.		Topeka, Kan.	52.74		
Wildor, Kan.		Hawthorne, Kan.	45.41		
Lawrence, Kan.		North Ottawa, Kan.	26.27		
Burlingame, Kan.		Alma, Kan.	34.80		
Osage City, Kan.		Quenemo, Kan.	19.42		
Burlingame Jct., Kan.		Gridley, Kan.	52.96		
Colony, Kan.		Yates Center, Kan.	24.71		
Chanute, Kan.		Pittsburg, Kan.	57.71		
Benedict Junction, Kan.		Madison Junction, Kan.	40.57		
Cherryvale, Kan.		Coffeyville, Kan.	17.98		
Independence, Kan.		Cedarvale, Kan.	54.79		
Notiata, Kan.		Owasso, I. T.	53.85		
Emporia, Kan.		Moline, Kan.	33.23		
Bazar, Kan.		Strong City, Kan.	11.68		
Neva, Kan.		Superior, Neb.	151.63		
Ablene, Kan.		Salina, Kan.	22.66		
Manchester, Kan.		Barnard, Kan.	49.66		
Florence, Kan.		Ellinwood, Kan.	98.21		
Little River, Kan.		Holyrod, Kan.	26.80		
Great Bend, Kan.		Scott City, Kan.	120.07		
Larned, Kan.		Jetmore, Kan.	48.39		
Augusta, Kan.		Mulvane, Kan.	20.41		
Wichita, Kan.		Frank, Kan.	79.77		
Mulvane, Kan.		Englewood, Kan.	168.88		
Mulvane, Kan.		Caldwell, Kan.	87.01		
Attica, Kan.		Medicine Lodge, Kan.	21.08		
Hutchinson, Kan.		Cross, O. T.	141.29		
Pueblo, Colo.		Canyon City, Colo.	89.51		
Clelland, Colo.		Rockvale, Colo.	3.88		
Wellington, Kan.		Tonkawa, O. T.	43.36		
Lamy, N. M.		Santa Fe, N. M.	18.18		
Socongo, N. M.		Magdalena, N. M.	27.39		
Nut, N. M.		Lake Valley, N. M.	18.62		
Deming, N. M.		Silver City, N. M.	48.50		
Whitewater, N. M.		Santa Rita, N. M.	18.51		
Hanover Junction, N. M.		Fierro, N. M.	8.96		
			2,012.92		

PROPERTY OPERATED—CONTINUED.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of road named.
	From—	To—		
2. Rio Grande & El Paso Railroad company Eastern Oklahoma Railroad company	Texas State Line	El Paso, Texas	20.17	168.18
	Guthrie, O. T.	Ralston, O. T.	89.75	
	Ripley, O. T.	Cushing, O. T.	10.93	
	Cushing, O. T.	Avery, O. T.	6.83	
	Cushing, O. T.	Quay, O. T.	12.40	
	Newkirk, O. T.	Kaw City, O. T.	18.50	
	Seward, O. T.	Cashion, O. T.	10.90	
	3. C. & W. I. B. R. Co. T. P. & W. Ry. Co. K. C. Belt Ry. Co. C. R. I. & P. Ry. Co. Mo. P. Ry. Co. F. E. & M. V. B. R. Co.	Dearborn Station	Stewart Ave., Chicago	
Brester Junction		Pekin Junction	5.91	
Big Blue Junction		Kansas City	6.44	
Atchison, Kan.		Atchison, Kan.	18.26	
Notiata, Kan.		State Line	8.41	
State Line		Superior, Neb.	2.83	
Total mileage operated			4,871.84	

OFFICERS.

Title.	Name.	Location of Office.
President	E. P. Ripley	Chicago, Ill.
Assistant to president	W. B. Jansen	Chicago, Ill.
Assistant to president	A. H. Payson	San Francisco, Cal.
First vice president	E. D. Kenna	Chicago, Ill.
Second vice president	Paul Morton	Chicago, Ill.
Third vice president	J. W. Kendrick	Chicago, Ill.
Secretary and treasurer	E. Wilder	Topeka, Kan.
Assistant secretary	L. C. Deming	New York, N. Y.
Assistant treasurer	H. W. Gardner	New York, N. Y.
General counsel	Victor Morawetz	New York, N. Y.
Comptroller	D. L. Gallup	New York, N. Y.
Deputy comptroller	D. J. Sheehan	New York, N. Y.
General auditor	H. C. Whitehead	Chicago, Ill.
Assistant general auditor	W. E. Bailey	Chicago, Ill.
Auditor of disbursements	J. W. White	Topeka, Kan.
Freight auditor	W. J. Healy	Topeka, Kan.
Ticket auditor	J. F. Mitchell	Topeka, Kan.
General manager	E. U. Mudge	Topeka, Kan.
Chief engineer	James Dunn	Chicago, Ill.
Chief engineer (acting)	O. A. Morse	Topeka, Kan.
General superintendent	J. E. Hurley	Topeka, Kan.
General superintendent	D. E. Cain	La Junta, Kan.
Superintendent of telegraph	O. H. Gantt	Topeka, Kan.
Signal engineer	T. S. Stevens	Topeka, Kan.
Superintendent of transportation	C. W. Kouns	Topeka, Kan.
Car accountant	G. B. Hetherington	Topeka, Kan.
Superintendent of motive power	G. R. Henderson	Topeka, Kan.
Assistant superintendent of motive power	Alfred Lovell	Topeka, Kan.
General purchasing agent	W. E. Hodges	Chicago, Ill.
Assistant general purchasing agent	M. J. Collins	Chicago, Ill.
General solicitor	E. D. Kenna	Chicago, Ill.
General attorney	Robert Dunlap	Chicago, Ill.
General attorney	F. T. A. Junkin	Chicago, Ill.
Claims attorney	J. D. M. Hamilton	Topeka, Kan.
Tax commissioner	E. T. Cartledge	Topeka, Kan.
Chief surgeon	J. P. Kaester	Topeka, Kan.
Freight traffic manager	W. B. Biddle	Chicago, Ill.
Passenger traffic manager	G. T. Nicholson	Chicago, Ill.
Assistant traffic manager	W. A. Bissell	San Francisco, Cal.
General freight agent	J. E. Gorman	Chicago, Ill.
Assistant general freight agent	F. C. Masgry	Chicago, Ill.
Assistant general freight agent	F. H. Mauter	Chicago, Ill.
Assistant general freight agent	C. W. Cook	Topeka, Kan.
General passenger agent	W. J. Black	Topeka, Kan.
General baggage agent	P. Walsh	Topeka, Kan.

DIRECTORS.

Names of Directors.	Address.	Date of expiration of Term.
H. Bremen Duval	New York	1903
Thomas P. Fowler	New York	1903
Chas. S. Gledel	Topoka	1903
Victor Morawetz	New York	1903
Edward J. Berwind	New York	1904
E. D. Kenna	Chicago	1904
R. Bomers Hayes	New York	1904
Andrew G. Jobs	Wichita, Kan.	1904
George G. Haven	New York	1905
John G. McCullough	Vermont	1905
Benjamin P. Cheney	Boston	1905
Edward P. Ripley	Chicago	1906
Charles Steele	New York	1906
Byron L. Smith	Chicago	1906
Howel Jones	Topoka	1906

NOTE—Term of director expires on second Thursday in December of year opposite name.

1. Total number of stockholders at date of last election, 14,542.
2. Date of last meeting of stockholders for election of directors, December 11, 1902.
3. Give postoffice address of general office, Topoka, Kansas
4. Give postoffice address of operating office, Topoka, Kansas.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:
  - a Main line.
  - b Branches and spurs.

5. Line operated under trackage rights.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each of named spurs.
	From—	To—		
1. a Chicago, Burlington & Quincy Railroad	Chicago, Ill.	Pacific Junction, Iowa	478.21	828.18
	Galesburg, Ill.	Quincy, Ill.	99.91	
	Galesburg, Ill.	Peoria, Ill.	52.77	
Burlington & Missouri River Railroad in Nebraska	Pacific Junction, Iowa	Kearney, Neb.	195.29	
1. b Chicago, Burlington & Quincy Railroad	Aurora, Ill.	West Chicago, Ill.	12.35	
	Yates City, Ill.	Lewiston, Ill.	80.13	
Peoria & Hannibal Railroad	Lewiston, Ill.	Rushville, Ill.	32.66	
Chicago & Iowa Railroad	South Aurora, Ill.	Forreston, Ill.	78.45	
Chicago, Rockford & Northern Railroad	Flagg Center	Rockford, Ill.	23.50	
Ottawa, Oswego & Fox River Railroad	Geneva, Ill.	Streator, Ill.	67.25	
Illinois Valley & Northern Railroad	Streator, Ill.	Walnut, Ill.	59.49	
Chicago & Rock River Railroad	Shabbona, Ill.	Sterling, Ill.	47.98	
Joliet, Rockford & Northern Railroad	Sheridan Junction, Ill.	Paw Paw, Ill.	19.54	
Illinois Grand Trunk Railroad	Mendota, Ill.	Fulton, Ill., Clinton, Iowa	65.40	
Dixon, Peoria & Hannibal Railroad	Buda, Ill.	Elmwood, Ill.	44.82	
Galesburg & Rio Railroad	Galesburg, Ill.	Rio, Ill.	12.22	
American Central Railroad	Galva, Ill.	New Boston, Ill.	50.63	
Dixon & Quincy Railroad	Keithsburg Junction, Ill.	Keithsburg, Ill.	6.25	
Carthage & Burlington Railroad	Carthage Junction, Ill.	Carthage, Ill.	70.20	
Quincy & Warsaw Railroad	Carthage, Ill.	Quincy, Ill.		
St. Louis, Rock Island & Chicago Railroad	Sterling, Ill.	Barstow, Ill.	40.44	
	Rock Island, Ill.	East Alton, Ill.	227.54	
	Gladstone, Ill.	Keithsburg, Ill.	17.18	
Quincy, Alton & St. Louis Railroad	Quincy, Ill.	E. Louisiana-E. Hannibal, Ill.	46.94	
Albia, Knoxville and Des Moines Railroad	Albia, Iowa	Knoxville, Iowa	32.97	
Des Moines and Knoxville Railroad	Knoxville, Iowa	Des Moines, Iowa	84.97	
Chicago, Fort Madison & Des Moines Railroad	Ft. Madison, Iowa	Batavia, Iowa	55.95	
Burlington & Missouri Railroad	Chariton, Iowa	Leon, Iowa	86.54	
Burlington & Missouri River Railroad	Creston, Iowa	Hopkins, Mo.	44.61	
	Red Oak, Iowa	Hamburg, Iowa	89.17	
Leon, Mt. Ayr & Southwest Railroad	Leon, Iowa	Grant City, Mo.	57.72	
	Bethany Junction, Iowa	Albany, Mo.	45.58	
St. Joseph & Des Moines Railroad	Albany, Mo.	St. Joseph, Mo.	45.18	
Grant City & Southern Railroad	Grant City, Mo.	Albany Junction, Mo.	19.93	



PROPERTY OPERATED—CONTINUED.

Name.	Terminals.		Miles of line for each class of road named.	Miles of line for each class of road not named.
	From—	To—		
Chariton Des Moines & Southern Railroad.....	Chariton, Iowa.....	Indianola, Iowa.....	30.40	
Creston & Northern Railroad.....	Creston, Iowa.....	Fontanelle, Iowa.....	27.40	
1. b Western Iowa Railroad.....	Fontanelle, Iowa.....	Cumberland, Iowa.....	20.33	
Brownsville & Nodaway Valley Railroad.....	Villisca, Iowa.....	Burlington Junction, Mo.....	35.02	
Clarinda, Colorado Springs & Southwestern Railroad.....	Clarinda, Iowa.....	Northboro, Iowa.....	17.85	
Red Oak & Atlantic Railroad.....	Red Oak, Ill.....	Griswold, Iowa.....	18.04	
Nebraska City, Sidney & Northeastern Railroad.....	Hastings, Iowa.....	Sidney, Iowa.....	21.12	
Hastings & Avoca Railroad.....	Hastings, Iowa.....	Carson, Iowa.....	15.79	
Chicago, Burlington & Northern Railroad.....	Oregon, Ill.....	St. Paul, Minn.....	319.41	
	Fulton, Ill.....	Savanna, Ill.....	16.72	
	Galena Junction, Ill.....	Galena, Ill.....	3.82	
	East Winona, Wis.....	Winona, Minn.....	1.94	
Republican Valley Railroad.....	At Dubuque, Iowa.....	Central City, Neb.....	41.38	
	York, Neb.....	Halen, Neb.....	17.00	
	Nemaha, Neb.....	Beatrice, Neb.....	65.19	
	Nemaha, Neb.....	Wymore, Neb.....	11.69	
	Hastings, Neb.....	Colorado State Line.....	239.41	
	Aurora, Neb.....	Grand Island, Neb.....	18.51	
	Aurora, Neb.....	Hastings, Neb.....	57.75	
	Table Rock, Neb.....	Lester, Neb.....	143.28	
Omaha & Southwestern Railroad.....	Omaha, Neb.....	Oreapolis, Neb.....	16.88	
	Crete, Neb.....	Beatrice, Neb.....	31.04	
	Pappio, Neb.....	Gilmore Junction, Neb.....	3.87	
Nebraska Railway.....	Nemaha, Neb.....	York, Neb.....	158.73	
	Nebraska City Bridge Line.....		5.77	
Lincoln & Northwestern Railroad.....	Lincoln, Neb.....	Columbus, Neb.....	73.40	
Atchison & Nebraska Railroad.....	Atchison, Kan.....	Lincoln, Neb.....	144.95	
	Rulo Bridge Line.....		3.42	
St. Joseph & Nebraska Railroad.....	Napier, Mo.....	Boswell, Mo.....	5.96	
Nebraska & Colorado Railroad.....	Chester, Neb.....	Fairmount, Neb.....	46.19	
	Kennaw, Neb.....	Oxford, Neb.....	60.97	
	De Witt, Neb.....	Colorado State Line.....	238.32	
	Edgemoor, Neb.....	Superior, Neb.....	20.63	
	Edgar, Neb.....	Concordia, Kan.....	71.04	
Chicago, Nebraska & Kansas Railroad.....	Odell Junction, Neb.....	Oberlin, Kan.....	78.39	
Republican Valley, Kansas & Southwestern Railroad.....	Republican, Neb.....	Cheyanne, Wyo.....	159.01	
Oxford & Kansas Railroad.....	Orleans, Neb.....	Kansas State Line.....	174.89	
Burlington & Colorado Railroad.....	Colorado State Line.....	Denver, Colo.....	144.88	
Colorado & Wyoming Railroad.....	Colorado State Line, Colo.....	Wyoming State Line, Col.....	29.01	
Cheyenne & Burlington Railroad.....	Colorado State Line, Wyo.....	St. Francis, Kansas.....	74.18	
Beaver Valley Railroad.....	Nebraska State Line.....			
Lincoln & Black Hills Railroad.....	Central City, Neb.....	Eriason, Neb.....	62.94	
	Greeley Center, Neb.....	Burwell, Neb.....	40.58	
1. b Grand Island & Wyoming Central Railroad.....	Palmer, Neb.....	Bargent, Neb.....	73.29	
	Grand Island, Neb.....	Wyoming State Line, S. D.....	401.32	
Kansas City & Omaha Railroad.....	Edgemont Junction, S. D.....	Deadwood, S. D.....	108.40	
Grand Island & Wyoming Central Railroad.....	Minekahta, S. D.....	Hot Springs, S. D.....	13.34	
Grand Island & Northern Wyoming Railroad.....	Stromsburg, Neb.....	Alma, Neb.....	149.55	
Big Horn Southern Railroad.....	McCool Junction, Neb.....	R. C. & O. Junction, Neb.....	43.53	
Denver, Utah & Pacific Railroad.....	Englewood, S. D.....	Spearsfork, S. D.....	31.91	
Re. ublican Valley & Wyoming Railroad.....	Hill City Junction, S. D.....	Krystona, S. D.....	9.50	
Omaha & North Platte Railroad.....	Wyoming State Line, S. D.....	Montana State Line, Wyo.....	225.59	
Nebraska, Wyoming & Western Railroad.....	New Cassa, Wyo.....	Cambria, Wyo.....	7.60	
Denver & Montana Railroad.....	Montana State Line.....	Alma, Mont.....	101.74	
Chicago, Burlington & Quincy Railroad.....	Denver, Colo.....	Utah Junction, Colo.....	32.07	
Black Hills & Fort Pierre Railroad.....	Burns Junction, Colo.....	Lyons, Colo.....	32.07	
	Culbertson, Neb.....	Imperial, Neb.....	49.17	
	Omaha, Neb.....	Schuyler, Nebraska.....	80.59	
	At South Omaha, Neb.....		60	
	Alliance Junction, Neb.....	Guernsey, Wyo.....	128.63	
	Northport, Neb.....	Colorado State Line.....	33.28	
	Colorado-Nebraska State Line.....	Sterling, Colo.....	37.65	
	Union, Colo.....	Brush, Colo.....	11.89	
	Toluca, Mont.....	Cody, Wyo.....	180.15	
	Lead, S. D.....	Piedmont, S. D.....	36.57	
	Bucks, S. D.....	Eate, S. D.....	18.89	
	Alexandria, Mo.....	Van Wert, Iowa.....	142.71	
	Van Wert, Iowa.....	Shenandoah, Iowa.....	56.34	
	Des Moines, Iowa.....	Calneville, Mo.....	110.00	
	Earlsburg, Mo.....	St. Joseph, Mo.....	208.52	
	At St. Joseph, Mo.....		2.57	
	West Quincy, Mo.....	Palmyra Junction, Mo.....	12.70	
	At Quincy, Ill.....		1.02	
	Cameron Junction, Mo.....	Kansas City, Mo.....	53.89	
	Burlington, Iowa.....	Keokuk, Iowa.....	42.89	
	Keokuk, Iowa.....	St. Louis, Mo.....	177.62	
	Mount Pleasant Junction, Iowa.....	Keokuk, Iowa.....	48.01	
	Kansas City, Mo.....	Connell Bluff, Iowa.....	190.94	
	East Leavenworth, Mo.....	Stirling, Mo.....	1.05	
	Armour, Mo.....	Winthrop, Mo.....	50.44	
	Amazonia, Mo.....	Hopkins, Mo.....	31.54	
	Bigelow, Mo.....	Burlington Junction, Mo.....	27.61	
	Coring, Mo.....	Bloomfield, Iowa.....	59.79	
	Viele, Iowa.....	Carrollton, Mo.....	121.24	
	Moulton, Iowa.....	Oskaloosa, Iowa.....	90.82	
	Medapolis, Iowa.....	Washington, Iowa.....	18.04	
	Winfield, Iowa.....			7,209.51
1. b Burlington & Western Railway.....	At Chicago, Ill.....	East Dubuque, Ill.....	1.22	
5. Pennsylvania Railroad.....	Portage Curve, Ill.....	Dubuque, Iowa.....	12.41	
Illinois Central Railroad.....	East Dubuque, Ill.....	Dubuque, Iowa.....	1.12	
Danieth & Dubuque Bridge Company.....	At Clinton, Iowa.....		.98	
Chicago & North-Western Railway.....	At Quincy, Ill.....		1.48	
Quincy Bridge Railway.....	East Alton, Ill.....	East St. Louis, Ill.....	19.05	
C. C. C. & St. Louis Railway.....	Rock Island, Ill.....	Clinton, Iowa.....	88.02	
D. B. I. & Northwestern Railway.....				

PROPERTY OPERATED—CONTINUED.

Name	Terminals		Miles of line for each class of roads named	Miles of line for each road named
	From—	To—		
Wabash Railroad	Chapin, Ill.	Jacksonville, Ill.	10.00	10.00
Union Pacific Railroad	Bloomfield, Iowa	Monkton, Iowa	14.11	14.11
	Union Pacific Transfer, Iowa	Omaha, Neb.	2.79	2.79
	Gilmore, Neb.	South Omaha, Neb.	4.54	4.54
	Sterling, Colo.	Union, Colo.	35.07	35.07
	At St. Paul, Minn.	Minneapolis, Minn.	11.65	11.65
	At St. Paul, Minn.	Winona, Minn.	2.21	2.21
	At St. Louis, Mo.	To East St. Louis, Ill.	98	98
	At Hannibal, Mo.		7.03	7.03
	At Hannibal, Mo.		90	90
	At Leokan, Iowa		44	44
	At Leokan, Iowa		84	84
	At Kansas City, Mo.	State Line	30	30
	At Winthrop, Mo.		90	90
	At Atchison, Kan.	Leavenworth, Kan.	10	10
	Stullings, Mo.		1.78	1.78
	At South Omaha, Neb.	Barnes Junction, Colo.	11.41	11.41
	Hunter, Mont.	Billings, Mont.	12.02	12.02
	At Carson, Iowa	Louisiana, Mo.	2.53	2.53
	East Louisiana, Ill.	Mediapolis, Iowa	2.07	2.07
	Burlington, Iowa		18.71	18.71
	At Milan, Mo.		52	52
	At St. Onofre, Neb.		12.00	12.00
	K. C. & O. R. R. Junction, Neb.		2.00	2.00
	At Fairfield, Neb.	Endicot, Neb.	2.00	2.00
<b>Total</b>				211.00
				8,306.75

OFFICERS.

Title.	Name.	Location of Office.
President	Geo. B. Harris	Chicago, Ill.
First vice president	D. Miller	Chicago, Ill.
Second vice president	Howard Elliott	Chicago, Ill.
Secretary	T. S. Howland	Chicago, Ill.
Treasurer	T. S. Howland	Chicago, Ill.
General counsel	J. W. Elythe	Chicago, Ill.
General solicitor	C. M. Dawes	Burlington, Iowa.
General solicitor	C. F. Manderson	Chicago, Ill.
General auditor	O. M. Spencer	Omaha, Neb.
Auditor	C. L. Sturgis	St. Joseph, Mo.
Auditor	W. P. Darke	Chicago, Ill.
General manager	B. L. Crosby	Omaha, Neb.
General manager	F. A. Delano	St. Joseph, Mo.
General manager	C. W. Holdredge	Chicago, Ill.
Chief engineer	C. M. Leroy	Omaha, Neb.
Chief engineer	W. L. Brockenridge	St. Louis, Mo.
General superintendent	I. S. P. Weeks	Chicago, Ill.
General superintendent	L. F. Goodale	Lincoln, Neb.
Supervisor of telegraph	F. C. Rice	Chicago, Ill.
Freight traffic manager	T. E. Calvert	Lincoln, Neb.
General freight agent	Henry Miller	St. Louis, Mo.
General freight agent	W. W. Elyer	Chicago, Ill.
Assistant general freight agent	Thos. Miller	Chicago, Ill.
Assistant general freight agent	D. O. Ives	Omaha, Neb.
Assistant general freight agent	W. Gray	St. Louis, Mo.
Assistant general freight agent	W. H. Hamblin	Chicago, Ill.
Assistant general freight agent	E. R. Puffer	Chicago, Ill.
Assistant general freight agent	Geo. Morton	Chicago, Ill.
Assistant general freight agent	C. E. Spens	Chicago, Ill.
Assistant general freight agent	A. B. Smith	Omaha, Neb.
Assistant general freight agent	F. Montgomery	Omaha, Neb.
Passenger traffic manager	P. C. Maxwell	St. Louis, Mo.
General passenger agent	P. S. Enstis	Chicago, Ill.
General passenger agent	Jno. Francis	Omaha, Neb.
Assistant general passenger agent	L. W. Wakeley	St. Louis, Mo.
Assistant general passenger agent	W. A. Lalor	Chicago, Ill.
General baggage agent	J. E. Bookingham	Omaha, Neb.
General baggage agent	F. H. Ellis	Chicago, Ill.
Land commissioner	T. Marsland	Chicago, Ill.
	W. W. Baldwin	Lincoln, Neb.
		Burlington, Iowa.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Charles E. Perkins	Burlington, Iowa	November 4, 1908
Edward F. Nichols	New York, N. Y.	November 4, 1908
Geo. B. Harris	Chicago, Ill.	November 4, 1908
Jas. J. Hill	St. Paul, Minn.	November 4, 1908
W. P. Clough	New York, N. Y.	November 4, 1908
Robert Bacon	New York, N. Y.	November 4, 1908
E. M. Harriman	New York, N. Y.	November 4, 1908
Jacob H. Schiff	New York, N. Y.	November 4, 1908
George J. Gould	New York, N. Y.	November 4, 1908
H. McK. Twombly	New York, N. Y.	November 4, 1908
Norman B. Ramm	New York, N. Y.	November 4, 1908

1. Total number of stockholders at date of last election, 499.
2. Date of last meeting of stockholders for election of directors, November 5, 1902.
3. Give postoffice address of general office, 209 Adams street, Chicago, Ill.
4. Give postoffice address of operating office, 209 Adams street, Chicago, Ill.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

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. Lines operated under trackage rights.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
Chicago Great Western Railway Company	St. Paul, Minn	Dubuque, Iowa	253.53	781.30
a	Aiken, Ill	Forest Home, Ill	144.93	
	Galena, Ill	Aiken, Ill	1.33	
	Oelwein, Iowa	Des Moines, Iowa	180.33	
	Des Moines, Iowa	St. Joseph, Mo	150.25	
	Bee Creek, Mo	Beverly, Mo	23.00	
	Hayfield, Minn	Manley Junction, Iowa	49.20	
b	Sumner, Iowa	Hampton, Iowa	63.05	
	Cedar Falls, Iowa	Wilson Junction, Iowa	7.48	
	Eden, Minn	Mantorville, Minn.	7.57	
	Sycamore, Ill	De Kalb, Ill	5.81	84.81
2. DeKalb & Great Western (included under "B.")				
5. As follows:				
St Paul & Northern Pacific	Minneapolis, Minn	St. Paul, Minn	10.56	85.83
D. & Dubuque Bridge Co.	Dubuque, Iowa	East Dubuque, Ill	.59	
Illinois Central Railroad	Chicago, Ill	Portage Curve, Ill	18.23	
Chicago, Burlington & Q.	Chicago, Ill	Galena, Ill	.62	
Chicago Terminal Transfer	Chicago, Ill	Forest Home, Ill	10.18	
Des Moines Union Railway	In city of Des Moines, Ia	Chicago, Ill	2.26	
Des Moines & Kansas City	In city of Des Moines, Ia		.44	
Kansas City, St. Joseph & Leavenworth	In city of St. Joseph, Mo		.81	
St. Joseph Terminal Co.	In city of St. Joseph, Mo		.39	
Kansas City Northwestern	Leavenworth, Kan	Kansas City, Kan	27.91	
Leavenworth Northern & Southern	In city of Leavenworth, Kan		2.46	
Leavenworth, Topoka & Northwestern	In city of Leavenworth, Kan		1.40	
Chicago, Rock Island & Pacific	Beverly, Mo	Stillings, Mo	8.50	
Leavenworth Terminal Railway & B. Company	Stillings, Mo	Leavenworth, Kan	1.33	
Atchison, Topeka & Santa Fe	St. Joseph, Mo	Bee Creek, Mo	7.08	
Kansas City Suburban Belt	In city of Kansas City, Mo	Kansas and Mo	2.50	
Total				

OFFICERS.

Title.	Name.	Location of Office.
Chairman of board	A. B. Stickney	St. Paul, Minn.
President	A. B. Stickney	St. Paul, Minn.
First vice president	Amel Oppenheim	St. Paul, Minn.
Secretary	R. C. Wight	St. Paul, Minn.
Treasurer	R. O. Barnard	St. Paul, Minn.
General solicitor	F. B. Kellogg	St. Paul, Minn.
Attorney	A. G. Briggs	St. Paul, Minn.
Auditor	C. O. Kalman	St. Paul, Minn.
General manager	S. C. Stickney	St. Paul, Minn.
Assistant general manager	Tracy Lyon	St. Paul, Minn.
Chief engineer	F. R. Coates	St. Paul, Minn.
General superintendent	G. A. Goodell	St. Paul, Minn.
Division superintendent	C. E. Dufoe	St. Paul, Minn.
Division superintendent	R. W. Edwards	Dubuque, Iowa
Division superintendent	C. P. Stemple	Des Moines, Iowa
Traffic manager	P. C. Stehr	St. Paul, Minn.
General freight agent	S. O. Brooks	St. Paul, Minn.
Assistant general freight agent	W. B. Martin, F. H. Tibbets, S. E. Stehr.	St. Paul, Chicago
General passenger agent	J. P. Elmer	Chicago, Illinois
Assistant general passenger agent	R. F. Malone	Chicago, Illinois
General ticket agent	J. P. Elmer	Chicago, Illinois
Assistant general ticket agent	R. F. Malone	Chicago, Illinois
General baggage agent	G. T. Spelman	Chicago, Illinois

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Frederick Weyerhauser	St. Paul, Minnesota	September, 1904
A. B. Stickney	St. Paul, Minnesota	September, 1904
Ansel Oppenheim	St. Paul, Minnesota	September, 1904
J. W. Link	St. Paul, Minnesota	September, 1904
Samuel C. Stickney	St. Paul, Minnesota	September, 1904
R. C. Wight	St. Paul, Minnesota	September, 1904
Wm. A. Reed	New York City, N. Y.	September, 1904
T. H. Wheeler	New York City, N. Y.	September, 1904
W. E. Fletcher	Minneapolis, Minnesota	September, 1904

LONDON FINANCE COMMITTEE.

Mr. Howard Gilliat	London, England.
Mr. Alexander F. Wallace	London, England.
Mr. Edwin Waterhouse	London, England.
Sir Charles Tennant, Baronet	London, England.

1. Total number of stockholders at date of last election, 5,949.
2. Date of last meeting of stockholders for election of directors, September 8, 1903.
3. Give postoffice address of general office, St. Paul, Minnesota.
4. Give postoffice address of operating office, St. Paul, Minnesota.

MASON CITY & FORT DODGE RAILROAD COMPANY.

PROPERTY OPERATED.

- 1. Railroad line represented by capital stock:
  - a Main line.
  - b Branches and spurs.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of road named.
	From—	To—		
Mason City & Fort Dodge Railroad a Main line.....	Manley Junction, Iowa Hampton, Iowa.....	Fort Dodge, Iowa.... Clarion, Iowa.....	81.38 26.78	108.16
b Branches and spurs.....	Fort Dodge, Iowa.... Coalville, Iowa.....	Lehigh, Iowa.... Carbon, Iowa.....	15.67 2.90	
Total.....				126.73

OFFICERS.

Title.	Name.	Location of Office.
President.....	A. B. Stickney.....	St. Paul, Minn.
First vice president.....	A. S. Fairchild.....	New York
Secretary.....	H. S. Pace.....	New York City.
Treasurer.....	O. E. Seekworth.....	New York City.
Assistant treasurer.....	C. O. Kalman.....	St. Paul, Minn.
Attorney, or general counsel.....	A. G. Briggs.....	St. Paul, Minn.
Auditor.....	C. O. Kalman.....	St. Paul, Minn.
General manager.....	S. C. Stickney.....	St. Paul, Minn.
Assistant general manager.....	T. Lyons.....	St. Paul, Minn.
Chief engineer.....	F. R. Coates.....	St. Paul, Minn.
General superintendent.....	W. B. Cansey.....	Fort Dodge, Iowa.
Division superintendent.....	O. Cornelison.....	Fort Dodge, Iowa.
Traffic manager.....	P. C. Stohr.....	St. Paul, Minn.
General freight agent.....	S. O. Brooks.....	St. Paul, Minn.
District freight agent.....	S. D. Parkhurst.....	Fort Dodge, Iowa.
General passenger agent.....	J. P. Elmer.....	Chicago, Ill.
Assistant general passenger agent.....	R. F. Malone.....	Chicago, Ill.
General ticket agent.....	J. P. Elmer.....	Chicago, Ill.
General baggage agent.....	G. T. Spelman.....	Chicago, Ill.

ORGANIZATION.

Name of Directors.	Postoffice Address.	Date of Expiration of Term.
A. B. Stickney.....	St. Paul, Minn.....	May, 1904.
H. A. Hutchins.....	New York City.....	May, 1904.
Arthur S. Fairchild.....	New York City.....	May, 1904.
J. W. Colt.....	New York City.....	May, 1904.
Myron T. Herrick.....	Columbus, Ohio.....	May, 1904.

- 3. Give postoffice address of general office, Fort Dodge, Iowa.
- 4. Give postoffice address of operating office, St. Paul, Minn.

WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY.

PROPERTY OPERATED.

- 1. Railroad line represented by capital stock:
  - a Main line.
  - b Branches and spurs.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of road named.
	From—	To—		
Wisconsin, Minnesota & Pacific Railroad company.....	Mankato, Minn.....	Red Wing, Minn.....	95.70	268.10
a.....	Red Wing, Minn.....	Osage, Iowa....	118.20	
	Winona, Minn.....	Simpson, Minn..	54.20	
b.....	Claybank Junction, Minn..	Claybank Minn.	2.00	2.90
	Red Wing, Minn.....	Sewerpipe Works	.90	
* Total.....				271.00

OFFICERS.

Title.	Name.	Location of Office.
President.....	F. B. Kellogg.....	St. Paul, Minn.
First vice president.....	A. B. Stickney.....	St. Paul, Minn.
Secretary.....	G. F. Philleo.....	St. Paul, Minn.
Treasurer.....	R. O. Barnard.....	St. Paul, Minn.
General solicitor.....	F. B. Kellogg.....	St. Paul, Minn.
Assistant comptroller.....	C. O. Kalman.....	St. Paul, Minn.
General manager.....	S. C. Stickney.....	St. Paul, Minn.
General superintendent.....	G. A. Goodell.....	St. Paul, Minn.
Division superintendent.....	C. S. Weston.....	Red Wing, Minn.
Traffic manager.....	P. C. Stohr.....	St. Paul, Minn.
General freight agent.....	S. O. Brooks.....	St. Paul, Minn.
Assistant general freight agent.....	W. B. Martin.....	St. Paul, Minn.
General passenger agent.....	J. P. Elmer.....	Chicago, Ill.
Assistant general passenger agent.....	R. F. Malone.....	Chicago, Ill.
General ticket agent.....	J. P. Elmer.....	Chicago, Ill.
Assistant general ticket agent.....	R. F. Malone.....	Chicago, Ill.
General baggage agent.....	G. T. Spelman.....	Chicago, Ill.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
A. B. Stickney..	St. Paul, Minn.....	September, 1904.
F. B. Kellogg.....	St. Paul, Minn....	September, 1904.
Kenneth Clark.....	St. Paul, Minn.....	September, 1904.
C. A. Severance..	St. Paul, Minn....	September, 1904.
R. C. Wight.....	St. Paul, Minn.....	September, 1904.

- 2. Date of last meeting of stockholders for election of directors, September 11, 1903.
- 3. Give postoffice address of general office, St. Paul, Minn.
- 4. Give postoffice address of operating office, St. Paul, Minn.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

PROPERTY OPERATED.

Divisions.	Terminals.		Illinois.	Wisconsin.	Iowa.	Minnesota.	North Dakota.	South Dakota.	Missouri.	Michigan.	Total.
	From—	To—									
Chicago and Milwaukee Division	Chicago	Milwaukee	45.06	37.92							82.98
	Rondout	Libertyville	3.00								3.00
	Libertyville	Janesville	29.33	34.57							63.90
Chicago and Evanston Division	Chicago	Llewellyn Park	13.75								13.75
Chicago and Council Bluffs Division (in Illinois)	North Chicago.	Savanna	138.87								138.87
	Galewood	Dunning	2.98								2.98
Chicago and Council Bluffs Division (in Iowa)	Savanna	Council Bluffs			349.14						349.14
	Elk River Junction	Clinton			10.62						10.62
	Davenport	Jackson Junction			153.37						153.37
	Eldridge	Hurstville			34.61						34.61
	Parrita	Farley			43.63						43.63
	Sabula	Green Island			11.68						11.68
	Browns	Green Island			11.90						11.90
Kansas City Division	Marion	Ottumwa			97.00						97.00
	Ottumwa Junction	Coburg			62.27				140.27		202.54
Racine and Southwestern Division	Racine	Kittredge	50.63	69.31							119.94
	Savanna	East Moline	47.70								47.70
	Janesville	Beloit		13.86							13.86
	Elkhorn	Eagle		16.59							16.59
	Rockton	Rockford	14.94								14.94
Dubuque Division	Green Island	River Junction			124.50	24.93					149.43
	Bellevue	Cascade			35.77						35.77
	Turkey River Jct.	West Union			58.34						58.34
	Waukon Junction	Waukon			22.95						22.95
	Reno	Preston				57.77					57.77

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Superior Division	North Milwaukee	Champion	196.02							57.79	253.81	
	Hilbert Junction	Appleton	20.44								20.44	
	Menasha	Neenah	1.39								1.39	
	Oconto Junction	Oconto	11.94								11.94	
	Ellis Junction	Menominee	21.09							1.34	22.43	
	Wausaukee	Girard Junction	17.65								17.65	
	Channing	Ontonagon								92.87	92.87	
	Kelso	Crystal Falls								6.4	6.94	
	La Crosse Division	Milwaukee (Reed st.)	La Crosse	196.70								196.70
		Watertown Junction	Madison	36.48								36.48
Portage City		East Madison	33.01								33.01	
Viroqua Junction		Viroqua	32.17								32.17	
North La Crosse		Onalaska	3.76								3.76	
Northern Division	Milwaukee (Chestnut st.)	Portage City	100.24								100.24	
	Cement Line Jct.	Rock	1.06								1.06	
	Iron Ridge	Fond du Lac	30.94								30.94	
	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	
	Merrill Park	North Milwaukee	6.17								6.17	
Wisconsin Valley Division	Granville	North Lake	20.08								20.08	
	Tomah	Star Lake	183.22								183.22	
	New Lisbon	Pittsville	41.65								41.65	
	Pittsville Junction	Vesper	8.42								8.42	
	Dexterville	Romadka	27.65								27.65	
River Division	North La Crosse	Minneapolis	1.39			136.71					138.10	
	St. Croix Junction	Stillwater				24.78					24.78	
Wabasha Division	Wabasha	Zumbrota				54.21					54.21	
Chippewa Valley Division	Wabasa	Chippewa Falls	61.18			1.88					63.06	
	Red Cedar Junction	Menominee	16.32								16.32	
Hastings and Dakota Division	South Minneapolis	Ortonville				177.27					177.27	
	Ortonville Junction	Aberdeen				1.47		107.02			108.49	
	Glencoe	Hutchinson				13.45					13.45	
	Hopkins	Lake Minnetonka				7.84					7.84	
	Hastings	Benton Junction				53.71					53.71	
	Milbank	Sisseton						37.24			37.24	
	Andover	Harlem						38.71			38.71	
Fargo Division	Ortonville	Fargo				46.29	69.40	1.28			116.97	
James River Division	Mitchell	Edgeley					31.61	161.87			193.48	
	Aberdeen	Bowdle						57.02			57.02	
	Orient	Eureka						67.38			67.38	
	Bowdle	Evarts						40.65			40.65	
	Eureka	Linton					35.10	14.05			49.15	

BOARD OF RAILROAD COMMISSIONERS.

PROPERTY OPERATED—CONTINUED.

Divisions.	Terminals.		Illinois.	Wisconsin.	Iowa.	Minnesota.	North Dakota.	South Dakota.	Missouri.	Michigan.	Total.
	From—	To—									
Southern Minnesota Division	La Crescent	Woonsocket				296.22		97.20			393.42
	Wells	Mankato				88.88					88.88
	Madison	Bristol						103.02			103.02
Prairie du Chien Division	Milwaukee	North McGregor		196.50	.12						196.62
	Mazomanie	Prairie du Sac		10.37							10.37
	Lone Rock	Richland Center		16.22							16.22
Mineral Point Division	Milton	Shullsburg		76.84							76.84
	Brodhead	New Glarus		22.78							22.78
	Warren	Mineral Point	1.01	31.28							32.29
	Calamine	Plattville		17.14							17.14
Iowa and Minnesota Division	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				5.56					5.56
	Northfield	Cannon Junction				31.98					31.98
	Farmington	La Sneur				35.37					35.37
Iowa and Dakota Division	North McGregor	Chamberlain			291.48			149.77			441.25
	Beulah	Elkader			19.20						19.20
	Spencer	Spirit Lake			20.18						20.18
	Rock Valley	Hudson			8.99						8.98
	Marion Junction	Running Water						62.85			62.85
Sioux City & Dakota Division	Manilla	Scotland Junction			95.90			82.22			178.12
	Napa	Platte						82.00			82.00
	Scotland	Mitchell						47.67			47.67
	Elk Point	Sioux Falls Junction			34.92			67.81			102.73
	Tripp	Armour						20.45			20.45
Des Moines Division	Des Moines	Spencer			155.46						155.46
	Clive	Boone			34.97						34.97
	Rockwell City	Storm Lake			38.58						38.58
Total	Total	347.27	1,700.12	1,794.91	1,149.65	153.31	1,238.10	140.27	158.94	6,682.57	

	Iowa.	Total.
Miles of road as per table attached	1,704.91	6,682.57
Deduct—one half joint mileage	1.01	13.37
Miles owned	1,703.90	6,669.20
Add—one half joint mileage	1.01	18.37
Miles used under contracts	41.98	150.85
Total miles operated	1,836.89	6,832.62
Total		6,682.57



* Norfolk Junction	Bonesteal, South Dakota	121.44					9.63	118.81	
* Dakota Junction	Casper, Wyoming	188.48						58.92	130.56
* Buffalo Gap, South Dakota	Hot Springs, South Dak.	14.12					14.12		
* Whitewood, South Dakota	Belle Fourche, So'th Dak.	21.19					21.19		
* Garyville	Central City	2.92					2.92		
* Narrow gauge above Deadwood, Inc. branches and mines		17.84						17.84	
Chicago	Fort Howard	242.20	69.73		172.47				
Chicago (North 40th avenue)	North Evanston	12.89	12.89						
Appleton Water Power Extension		3.83			3.83				
Kenosha	Rockford	72.10	44.03		28.07				
Chicago	Milwaukee	85.00	44.60		40.40				
Milwaukee	Fon du Lac	62.83			62.83				
Sheboygan	Marshfield	164.09			164.09				
Bed Granite Junction	Red Granite	7.88			7.88				
Nekoosa Junction	Nekoosa	6.88			6.88				
Milwaukee	Montfort	140.88			140.88				
Galena	Woodman	76.84	10.90		65.94				
Ipswich	Platteville	4.00			4.00				
Lancaster Junction	Lancaster	12.04			12.04				
Belvidere	Winona	222.00	21.00		205.87		.13		
Janesville	Afton	6.10			6.10				
Evanville	Janesville	15.68			15.68				
Winona Junction	LaCrosse	5.96			5.96				
Trempealeau	Galeville	6.71			6.71				
Green Bay	Republic	202.54			49.45		153.09		
Clowrie	Michiganville	10.44					10.44		
Wabie	Champion	1.28					1.28		
Powers	Watersmeet	104.38			19.73		90.60		
Stager	Amasa	24.10					24.10		
Narens	Metropolitan	84.96					84.96		
Branches to lines:									
Off main line		42.27					42.27		
Off E. & L. S. line		8.44					8.44		
Off Menominee River line		36.18			4.71		31.47		
Off Ashland division		34.22			7.89		26.33		
Industries of Ashland div.		21.44			20.92		.52		
Lake Shore Junction	Ashland, Wisconsin	386.13			319.24		66.89		
Monroe Junction	Earley	88.33			88.33				
Two Rivers Junction	Two Rivers, Wisconsin	6.35			6.35				
Hertonsville	Oakbrook	23.10			23.10				
Eland Junction	Marshfield	68.87			68.87				
North of Antigo	East Bryant Switch	7.27			7.27				
Pratt Junction	Harrison	17.85			17.85				
Parrish Junction	Parrish	4.54			4.54				
Pelican Junction	Grand	88.11			22.82		65.29		
Watersmeet	Choate	22.82			17.84		5.98		
Interior Junction	Interior	1.61					1.61		
Craigamere	Robbins	3.47					3.47		
Hurley	end of track	12.97			12.97				
Potato River	end of track	2.60			2.60				
Extension through section	(Ladona)	1.34			1.34				
Northern Junction to end of track	Pierre	61.03			61.03				
Winona		486.01					276.00		210.01

Eyota	Chatfield	11.46					11.46		
Eyota	Plainview	15.01					15.01		
Rochester	Zumbrota	24.48					24.48		
Mankato Junction	Mankato	3.75					3.75		
Mankato	New Ulm	23.58					23.58		
Sleepy Eye	Redwood Falls	24.40					24.40		
Evans	Marshall	45.82					45.82		
Sanborn	Vesta	26.40					26.40		
Tracy	Gettysburg	238.73					58.00		180.73
Doland	Groton	38.84					38.84		
Tyler	Astoria	32.23					28.40		3.83
Waterstown Junction	Waterstown	43.83					43.83		
Iroquois	Hawarden (state line)	125.49					125.49		
Centerville	Yankton	28.46					28.46		
James Valley Junction	Oakes	181.95					117.67		64.28
Total		7,248.05	676.95	1,551.77	1,682.83	521.19	650.30	948.36	14.28
Proprietary lines, viz:									
Princeton & Western Railway		16.00							
Valley Junction	Necedah				16.00				
DePue, Ladd & Eastern Railway Co	mpany	3.25							
Ladd	Seatonville, Ill.		3.25						
Total		19.25	3.25		16.00				
Leased lines, viz:									
St. Paul, Eastern Grand Trunk Ra	ilway	60.02							
Ollintownville	Oconto				56.00				
Spurs					4.02				
Total		60.02			60.02				

RECAPITULATION.

Represented by capital stock, C. & N. W.	Railway	7,248.05	676.95	1,551.77	1,682.83	521.19	650.30	948.36	14.28	1,071.91	130.46
Proprietary lines		19.25	3.25		16.00						
Leased lines		60.02			60.02						
Total		7,327.32	680.20	1,551.77	1,758.85	521.19	650.30	948.36	14.28	1,071.91	130.46
Add trackage rights:											
Council Bluffs (Broadway)	South Omaha	8.73		8.07						5.66	
Peoria Junction	Union Passenger Depot, Peoria	2.02	2.02								
Omaha, Neb.	Blair, Neb.	24.70								24.70	
Ladd	Churchill, Ill.	2.80									
Grand total		7,365.63	685.02	1,554.84	1,758.85	521.19	650.30	948.36	14.28	1,102.27	130.46

\*Operated by F., E. & M. V. Railroad prior to February 17, 1903.  
 †45.82 miles - Evan to Marshall—opened for business August 13, 1902.



OFFICERS.

Title.	Name.	Location of Office.
President	Marvin Hughitt	Chicago, Ill.
First vice president	Eugene E. Osborn	New York, N. Y.
Second vice president	Marshall M. Kirkman	Chicago, Ill.
Third vice president	Hiram B. McCullough	Chicago, Ill.
Secretary	Eugene E. Osborn	New York, N. Y.
Treasurer	S. O. Howe	New York, N. Y.
General counsel	Lloyd W. Bowers	Chicago, Ill.
Auditor	J. B. Redfield	Chicago, Ill.
General manager	W. A. Gardner	Chicago, Ill.
Assistant general manager	R. H. Ashton	Chicago, Ill.
Chief engineer	Edward C. Carter	Chicago, Ill.
General superintendent	Wm. D. Cantillon	Chicago, Ill.
Assistant general superintendent	T. A. Lawson	Chicago, Ill.
Division superintendent	W. H. Whalen	Boone, Iowa
Division superintendent Iowa lines	W. C. Schevenell	Mason City, Iowa
Division superintendent	W. D. Beck	Eagle Grove, Iowa
Division superintendent	F. Walters	Sioux City, Iowa
Superintendent of telegraph	G. H. Thayer	Chicago, Ill.
Freight traffic manager	M. Hughitt, Jr.	Chicago, Ill.
Passenger traffic manager	W. B. Kniskern	Chicago, Ill.
General freight agent	E. D. Brigham	Chicago, Ill.
General passenger agent	C. A. Cairns	Chicago, Ill.
General ticket agent	C. A. Cairns	Chicago, Ill.
General baggage agent	Frank D. Taylor	Chicago, Ill.
Land commissioner	Josiah F. Cleveland	Chicago, Ill.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Marvin Hughitt	Chicago, Ill.	June, 1904
Frank Work	New York, N. Y.	June, 1904
James Stillman	New York, N. Y.	June, 1904
Oliver Ames	Boston, Mass.	June, 1904
Zenas Crane	Dalton, Mass.	June, 1904
W. K. Vanderbilt	New York, N. Y.	June, 1905
F. W. Vanderbilt	New York, N. Y.	June, 1905
H. McK. Twombly	New York, N. Y.	June, 1905
Byron L. Smith	Chicago, Ill.	June, 1905
Oyrus H. McCormick	Chicago, Ill.	June, 1905
Marshall Field	Chicago, Ill.	June, 1906
Albert Keep	Chicago, Ill.	June, 1906
Chauncey M. Depew	New York, N. Y.	June, 1906
Samuel F. Barger	New York, N. Y.	June, 1906
James C. Fargo	New York, N. Y.	June, 1906
H. C. Frick	Pittsburg, Pa.	June, 1906
David P. Kimball	Boston, Mass.	June, 1906

1. Total number of stockholders at date of last election, 4,107.
2. Date of last meeting of stockholders for election of directors, June 4, 1903.
3. Give postoffice address of general office, Chicago and New York.
4. Give postoffice address of operating office, Chicago, Ill.

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:  
a Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Chicago, Iowa & Dakota Railway Company	Eldora Junction	Alden	26.40	
Total				26.40

OFFICERS.

Title.	Name.	Location of Office.
President	Marvin Hughitt	Chicago, Ill.
First vice president	M. M. Kirkman	Chicago, Ill.
Secretary	J. B. Redfield	Chicago, Ill.
Treasurer	M. M. Kirkman	Chicago, Ill.
Assistant treasurer	H. C. Stuart	Eldora, Iowa
General manager	H. C. Stuart	Eldora, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Marvin Hughitt	Chicago, Ill.	July, 1906
M. M. Kirkman	Chicago, Ill.	July, 1906
H. B. McCullough	Chicago, Ill.	July, 1906
W. A. Gardner	Chicago, Ill.	July, 1906
W. H. Stannett	Chicago, Ill.	July, 1906
H. C. Stuart	Eldora, Iowa	July, 1906
J. B. Redfield	Chicago, Ill.	July, 1906

1. Total number of stockholders at date of last election, 8.
2. Date of last meeting of stockholders for election of directors, July 9, 1902.
3. Give postoffice address of general office, Chicago, Ill.
4. Give postoffice address of operating office, Eldora, Iowa.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY.

PROPERTY OPERATED.

- Railroad line represented by capital stock:
  - Main line.
  - Branches and spurs.
- Proprietary companies whose entire capital stock is owned by this company.
- Line operated under trackage rights.

Name.	Terminals.		Miles of line for road named.	Miles of line for each class of roads named.	
	From—	To—			
1. <i>a</i> Chicago, St. P., Minneapolis & Omaha	Elroy	St. Paul	193.10		
	Nor. Wisconsin Jct.	Bayfield	177.57		
	Eau Claire	Spooner	81.51		
	Superior Junction	Duluth	71.70		
	St. Paul	LeMars	243.42		
	Missouri River at Covington	Omaha	123.00		
	St. Croix Draw Bridge	Stillwater Switch	4.55		
	Stillwell Junction	Stillwater	3.90		
	Hudson	Ellsworth	24.52		
	Merrillan	Marshfield	33.67		
	Ashland Junction	Ashland	4.38		
	Ashland Shore Line		1.81		
	West Eau Claire	Shaw's Mills	2.74		
	Fairchild	Mondovi	36.75		
	Menomonie Junction	Menomonie City	3.01		
	Menomonie Junction	Cedar Falls	2.01		
	Lake Crystal	Elmore	43.43		
	Heron Lake	Pipestone	55.10		
	Madella	Fairmont	29.38		
	Hingham Lake	Carrie	35.63		
	Trent	Mitchell	132.73		
	Luverne	Doon	28.00		
	Cohurn	Newcastle	26.95		
	Emerson	Norfolk	46.50		
	Wakefield	Hartington	33.74		
	Wayne	Bloomfield	43.14		
	Emerald	Weston	36.37		
				1,523.80	
	2. Chippewa Valley & N. W. Ry. Eau Claire, Chipp. & N. E. Ry	Radisson Junction	Radisson	36.00	
		Chippewa Falls	Holcombe	27.70	63.70
	3. St. Louis River Bridge (Nor. Pacific Ry) Great Northern Ry. Minneapolis & St. Louis R. R. Illinois Central Railroad Sioux City Bridge Co.	West Superior	Rice's Point	1.50	
		St. Paul	Minneapolis	11.40	
Minneapolis		Merriam Junction	27.00		
LeMars		Sioux City	25.20		
Bridge across Missouri River and tracts at Sioux City			3.90		
Chicago & N. W. Ry	Sioux City Bridge Co's Track		.50		
			67.50		
Total mileage operated			1,637.15		

OFFICERS.

Title.	Name.	Location of Office.
President	Marvin Hughtit	Chicago, Ill.
First vice president and assistant secretary	E. E. Laborn	New York, N. Y.
Second vice president	James T. Clark	St. Paul, Minn.
Secretary	G. E. Woodman	Hudson, Wis.
Treasurer and second assistant secretary	S. O. Brown	New York, N. Y.
Assistant treasurer and third assistant secretary	R. H. Williams	New York, N. Y.
General attorney	Pierce Butler	St. Paul, Minn.
General counsel	Thomas Wilson	St. Paul, Minn.
Comptroller	L. A. Robinson	St. Paul, Minn.
Auditor of expenditures	W. H. Stennett	Chicago, Ill.
Local treasurer	C. P. Nash	St. Paul, Minn.
General manager	A. W. Trenholm	St. Paul, Minn.
Chief engineer	C. W. Johnson	St. Paul, Minn.
General superintendent	W. C. Winter	St. Paul, Minn.
Division superintendent	Wm. Bennett	St. Paul, Minn.
Division superintendent	L. F. Blaker	St. James, Minn.
Division superintendent	S. G. Strickland	Omaha, Neb.
Purchasing agent	Isaac Seddon	St. Paul, Minn.
Superintendent of telegraph	H. C. Hope	St. Paul, Minn.
General freight agent	H. Pearce	St. Paul, Minn.
Assistant general freight agent	E. B. Ober	St. Paul, Minn.
General passenger agent	T. W. Tensdals	St. Paul, Minn.
Assistant general passenger agent	G. H. McKee	St. Paul, Minn.
General baggage agent	E. F. Woode	St. Paul, Minn.
Car service agent	A. Drexmal	St. Paul, Minn.
General claim agent	E. L. Poole	St. Paul, Minn.
Land commissioner	G. W. Bell	Hudson, Wis.

ORGANIZATION.

Name of Directors.	Postoffice Address.	Date of Expiration of Term.
F. W. Vanderbilt	New York, N. Y.	June, 1904
Wm. K. Vanderbilt	New York, N. Y.	June, 1904
Albert Keep	Lake Geneva, Wis.	June, 1904
H. McK. Twombly	New York, N. Y.	June, 1904
Marvin Hughtit	Chicago, Ill.	June, 1905
Byron L. Smith	Chicago, Ill.	June, 1905
Chauncey M. Depew	New York, N. Y.	June, 1905
David P. Kimball	Boston, Mass.	June, 1905
Horace G. Burr	Omaha, Neb.	June, 1905
Martin L. Sykes	New York, N. Y.	June, 1905
Thomas Wilson	St. Paul, Minn.	June, 1905
John M. Whitman	Chicago, Ill.	June, 1905
John A. Humbird	St. Paul, Minn.	June, 1905

- Total number of stockholders at date of last election, 1,045.
- Date of last meeting of stockholders for election of directors, June 6, 1903.
- Give postoffice address of general office, St. Paul, Minn.
- Give postoffice address of operating office, St. Paul, Minn.

FREMONT, ELKHORN & MISSOURI VALLEY RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:
  - a Main line.
  - b branches and spurs.
3. Line operated under lease for specified sum.
5. Line operated under trackage rights.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Fremont, Elkhorn & Missouri Valley Railroad.....	Omaha, Neb.....	Casper, Wyo.....	627.68	627.68
1. b Fremont, Elkhorn & Missouri Valley Railroad*	Fremont.....	Hastings.....	127.96	
	Linwood.....	Kansas State Line (beyond Superior.).....	124.14	
	Junction near Scribner.....	Oakdale (via Albion).....	118.91	
	Platte River.....	Lincoln.....	45.11	
	Norfolk Junction.....	Bonesteel, E. D.....	129.44	
	Dakota Junction.....	Pine St., Deadwood.....	144.38	
	Whitewood.....	Belle Fourche.....	21.19	
	Buffalo Gap.....	Hot Springs.....	14.12	
	Irvington.....	South Omaha.....	10.98	
	Pine St., Deadwood.....	Ruby Basin.....	11.27	
	Portland Junction.....	Portland Mine.....	2.40	
	Branches to Mines off Ruby Basin Line.....		2.55	
	Branches to Mines off Portland Mine Line.....		1.61	
	Gayville.....	Lead City.....	2.92	745.17
3. Chicago & North-Western Railway company.....	California Junction.....	Fremont, Neb.....	31.77	31.77
5. Chicago & North-Western Railway.....	Missouri Valley, Iowa.....	California Junction, Ia.....	5.84	
Chicago, St. Paul, Minneapolis & Omaha Railway.....	Omaha, Neb.....	Blair, Neb.....	24.70	30.54
Total.....				1455.16

\*The railroad property and franchises of this company were leased to the Chicago & North-Western Railway company, February 16, 1902, for the term of twenty-five years. On February 23, 1902, this company sold and conveyed its remaining interest in the railroad property to the Chicago & North-Western company which purchasing company assumed the debts, liabilities and obligations of the Fremont, Elkhorn & Missouri Valley Railway company. The following report shows the operations of the Fremont, Elkhorn & Missouri Valley Railway company from July 1, 1902, to February 16, 1903, inclusive.

OFFICERS.

Title.	Name.	Location of Office.
President.....	Marvin Hughitt.....	Chicago, Ill.
First vice president.....	E. E. Osborn.....	New York, N. Y.
Second vice president.....	Hiram R. McCulloch.....	Chicago, Ill.
Secretary.....	J. B. Redfield.....	Chicago, Ill.
Treasurer.....	M. M. Kirkman.....	Chicago, Ill.
General counsel.....	Lloyd W. Bowers.....	Chicago, Ill.
General attorney.....	B. T. White.....	Omaha, Neb.
Comptroller.....	M. M. Kirkman.....	Chicago, Ill.
Auditor.....	J. B. Redfield.....	Chicago, Ill.
General manager.....	Geo. F. Bidwell.....	Omaha, Neb.
Chief engineer.....	A. A. Schenck.....	Omaha, Neb.
General superintendent.....	Charles C. Hughes.....	Omaha, Neb.
Division superintendent.....	Henry C. Mahanna.....	Fremont, Neb.
Division superintendent.....	Charles H. Reynolds.....	Norfolk, Neb.
Division superintendent.....	Frank A. Harmon.....	Chadron, Neb.
Superintendent of telegraph.....	Wm. P. McFarlane.....	Missouri Valley, Iowa
General freight agent.....	John A. Kuhn.....	Omaha, Neb.
Assistant general freight agent.....	Amos H. Merchants.....	Omaha, Neb.
General passenger agent.....	John B. Buchanan.....	Omaha, Neb.
Land commissioner.....	J. F. Cleveland.....	Chicago, Ill.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Marvin Hughitt.....	Chicago, Ill.....	May, 1904
Albert Keep.....	Chicago, Ill.....	May, 1904
E. E. Osborn.....	New York, N. Y.....	May, 1904
David P. Kimball.....	Boston, Mass.....	May, 1904
M. M. Kirkman.....	Chicago, Ill.....	May, 1904
H. R. McCulloch.....	Chicago, Ill.....	May, 1904
J. B. Redfield.....	Chicago, Ill.....	May, 1904

1. Total number of stockholders at date of last election, 10.
2. Date of last meeting of stockholders for election of directors, May 23, 1902.
3. Give postoffice address of general office, Chicago, Ill., and Omaha, Neb.
4. Give postoffice address of operating office, Omaha, Neb.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

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.		Miles of line for each road named.	Miles of line for each class of roads named.	
	From—	To—			
1. a Chicago, Rock Island & Pacific Railway Company.....	Chicago, Ill.	Connell Bluffs, Iowa	500.46	2,588.61	
	South Omaha, Neb.	Colorado Springs, Colo.	583.54		
	Davenport, Iowa	Atchison, Kan.	354.00		
	St. Joseph, Mo.	Terral, I. T.	250.13		
	Herington, Kan.	Texoma, O. T.	323.34		
	Attamont, Mo.	Leavenworth, Kan.	67.54		
	Edgerton Junction, Mo.	Rushville, Mo.	24.61		
1. b Chicago, Rock Island & Pacific Railway Company.....	South Englewood, Ill.	South Chicago, Ill.	7.43		
	South Englewood, Ill.	Blue Island, Ill.	4.92		
	Wilton, Iowa	Line Kln, Iowa	8.15		
	Newton, Iowa	Monroe, Iowa	17.02		
	Des Moines, Iowa	Indianola & Winterset, Iowa	47.43		
	Menlo, Iowa	Guthrie Center, Iowa	14.81		
	Audubon, Iowa	Griswold, Iowa	30.34		
	Harlan, Iowa	Carson, Iowa	29.61		
	Gowrie, Iowa	Sibley, Iowa	110.01		
	Mount Zion, Iowa	Keosauqua, Iowa	4.50		
	Washington, Iowa	Knoxville, Iowa	79.81		
	Wilton, Iowa	Muscatine, Iowa	12.04		
	Kansas City, Mo.	South Armourdale, Kan.	2.55		
	Horton, Kan.	Jansen, Neb.	108.46		
	McFarland, Kan.	Bellville, Kan.	102.92		
	Berington, Kan.	Salina, Kan.	49.30		
	Dodge City, Kan.	Bucklin, Kan.	26.57		
	Fairbury, Neb.	Nelson, Neb.	51.65		
	North End, O. T.	Billings, O. T.	26.75		
	Kingfisher, O. T.	Cashion, O. T.	16.08		
	Lawton, O. T.	Anadarko, O. T.	38.10		
1. b Chicago, Rock Island & Pacific Railway Company.....	Lawton, O. T.	Chattanooga, O. T.	20.98	910.95	
	Chickasha, I. T.	Mangun, O. T.	97.87		
2. End & Anadarko Railway Company.....	Enid, O. T.	Watonga, O. T.	64.74		
	Gary, O. T.	Anadarko, O. T.	40.02		
	Lawton, O. T.	Waurika, I. T.	40.80		
	Bridgeport Cut-Off.		2.94		
3. Burlington, Cedar Rapids & Northern Railway Company*.....	Burlington, Iowa	Comus, Minn.	205.05	148.00	
	Rosemount, Minn.	Newport, Minn.	12.41		
	Vinton, Iowa	Watertown, S. D.	375.97		
	Waverly Junction, Iowa	Waverly, Iowa	5.68		
	Linn Junction, Iowa	Potaville & Decorah, Iowa	117.40		
	Bennett, Iowa	Davenport, Iowa	31.59		
	Elmira, Iowa	Clinton, Iowa	68.10		
	Hayfield, Junction, Iowa	Titonka, Iowa	24.70		
	Dows Junction, Iowa	Germania Junction, Iowa	70.84		
	Etherville, Iowa	Bricelyn, Minn.	50.78		
	Muscatine, Iowa	What Cheer & Montezuma, Ia	92.44		
	Elmira, Iowa	Iowa Junction, Iowa	20.89		
	Lake Park Junction, Iowa	Hardwick Junction, Minn.	53.32		
	Ellsworth Junction, Minn.	Stout Falls, S. D.	42.49		
	Inver Grove, Minn.	West St. Paul, Minn.	3.33		
	Spur, Worthington, Minn.	Jasper, Minn.	1.27		
	Troskey, Minn.	C. M. & St. P. Crossing.	8.71		
	Junction, Albert Lea, Minn.	Albert Lea, Minn.	.70		
3. Rock Island & Peoria Railway Company.....	Bricelyn, Minn.	Albert Lea Junction, Minn.	31.40		806.85
	Peoria, Ill.	Rock Island, Ill.	90.53		
	Gippe Brewery, Peoria	Peoria & Pekin Union Crossg	3.08		
	Milan, Ill.	Sherrard, Ill.	21.67		
	Preemption, Ill.	Cable, Ill.	5.70		
3. Peoria & Bureau Valley Railroad Company.....	Union Depot, Peoria	Bridge Street, Peoria, Ill.	.22		1,484.54
	Bureau, Ill.	Peoria, Ill.	45.99		
4. Keokuk & Des Moines Railway Company.....	Keokuk, Iowa	Des Moines, Iowa	162.81	806.85	
Des Moines & Fort Dodge Railway Company.....	Des Moines, Iowa	Ft. Dodge & Ruthven, Iowa	144.04		
5. Hannibal & St. Joseph Railroad Company.....	Cameron Junction, Mo.	Kansas City, Mo.	54.80	395.07	
Union Pacific Railway Company.....	Connell Bluffs, Iowa	South Omaha, Neb.	7.02		
	Kansas City, Mo.	North Topeka, Kan.	67.85		
	Limon, Colo.	Denver, Colo.	89.78		
Denver & Rio Grande Railway Company.....	Denver, Colo.	Pueblo, Colo.	119.00		
	West of Roswell, Colo.	Colorado Springs, Colo.	.37		
Chicago Milwaukee & St. Paul Railway Company.....	Comus, Minn.	Rosemount, Minn.	27.16		
	Newport, Minn.	Minneapolis, Minn.	18.17		
Iowa Central Railway Company.....	Manly Junction, Iowa	Northwood, Iowa	11.22		
Total.....					3,379.12

\* Exclusive of 11.82 miles trackage rights on Iowa Central Railway, between Manly Junction, Iowa, and Northwood, Iowa.

OFFICERS.

Title.	Name.	Location of Office.
Chairman of the board	D. G. Reid	New York, N. Y.
President	W. B. Leeds	Chicago, Ill.
First vice president	C. H. Warren	Chicago, Ill.
Second vice president	Rob't Mather	Chicago, Ill.
Secretary	G. H. Crosby	Chicago, Ill.
Treasurer	Rob't Mather	Chicago, Ill.
General counsel	W. W. Stevanson	Chicago, Ill.
Comptroller	J. L. Cramer	Chicago, Ill.
Assistant comptroller	F. Nay	Chicago, Ill.
Second assistant comptroller	J. A. Sandberg	Chicago, Ill.
Auditor, disbursements	W. H. Burns	Chicago, Ill.
Auditor, freight traffic	D. Laughlin	Chicago, Ill.
Auditor, passenger traffic	C. A. Goodnow	Chicago, Ill.
General manager	J. F. Stevens	Chicago, Ill.
Chief engineer	H. J. Slifer	Chicago, Ill.
General superintendent, Eastern division	J. M. Gruber	Topeka, Kan.
Assistant general superintendent, Western div.	H. B. Oable	Cedar Rapids, Iowa
Superintendent of telegraph	O. P. Adams	Chicago, Ill.
Freight traffic manager	J. F. Holden	Chicago, Ill.
Assistant freight traffic manager	H. Gower	Chicago, Ill.
General freight agent, east of Missouri river	E. B. Boyd	Chicago, Ill.
General passenger agent	L. M. Allen	Chicago, Ill.
General freight agent, West of Missouri river	H. H. Embry	Kansas City, Mo.
Passenger traffic manager	John Sebastian	Chicago, Ill.
Real estate and tax agent	James T. Maher	Chicago, Ill.
General baggage agent	G. W. Duback	Chicago, Ill.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of expiration of term.
R. B. Oable	Chicago, Ill.	1908
Jan. H. Moore	Chicago, Ill.	1908
F. L. Hine	New York, N. Y.	1908
A. E. Orr	New York, N. Y.	1908
Ogden Mills	New York, N. Y.	1908
A. R. Flower	New York, N. Y.	1904
G. G. McMurtry	New York, N. Y.	1904
G. B. Brewster	New York, N. Y.	1904
W. H. Moore	New York, N. Y.	1904
W. B. Leeds	New York, N. Y.	1905
Marshall Field	Chicago, Ill.	1905
D. G. Reid	New York, N. Y.	1905
F. S. Wheeler	New York, N. Y.	1905

1. Total number of stockholders at date of last election, 2,984.
2. Date of last meeting of stockholders for election of directors, June 14, 1902.
3. Give postoffice address of general office, Chicago, Ill.
4. Give postoffice address of operating office, Chicago, Ill.

COLFAX NORTHERN RAILROAD COMPANY.

PROPERTY OPERATED.

Railroad line represented by capital stock:

a Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each of roads named.
	From—	To—		
1. a Colfax Northern Railroad Company	Colfax, Iowa	Valeria, Iowa	6	
Total				6

OFFICERS.

Title.	Name.	Location of Office.
President	Thomas N. Hooper, Jr.	Des Moines, Iowa.
First vice president	Leland Windsor	Des Moines, Iowa.
Secretary and treasurer	Frank B. Hooper	Colfax, Iowa.
General superintendent	Frank B. Hooper	Colfax, Iowa.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Thos. N. Hooper, Jr.	Des Moines, Iowa.	June 16, 1904.
Leland Windsor	Des Moines, Iowa.	June 16, 1904.
Frank B. Hooper	Colfax, Iowa.	June 16, 1904.
M. B. Wheelock	Colfax, Iowa.	June 16, 1904.
Geo. D. Wood	Colfax, Iowa.	June 16, 1904.

1. Total number of stockholders at date of election, 5.
2. Date of last meeting of stockholders, June 16, 1903.
3. Give postoffice address of general office, Colfax, Iowa.
4. Give postoffice address of operating office, Colfax, Iowa.

## CROOKED CREEK RAILROAD AND COAL COMPANY.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock:  
a. Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Crooked Creek Railroad and Coal company.....	Lehigh, Iowa.....	Webster City, Iowa.	17.81	17.81

## OFFICERS.

Title.	Name.	Location of Office.
President.....	Jacob M. Funk.....	Webster City, Iowa.
First vice president.....	J. Q. Burnham.....	Milwaukee, Wis.
Secretary.....	F. E. Willson.....	Webster City, Iowa.
Treasurer.....	Geo. E. Burnham.....	Milwaukee, Wis.
Auditor.....	W. H. Whiteford.....	Lehigh, Iowa.
General manager.....	F. E. Willson.....	Webster City, Iowa.
Assistant general manager.....	G. E. Burnham.....	Milwaukee, Wis.
Assistant general freight agent.....	F. E. Willson.....	Webster City, Iowa.
Assistant general passenger agent.....	F. E. Willson.....	Webster City, Iowa.

## ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Jacob M. Funk.....	Webster City, Iowa.....	3d Tues. in Sept. 1903.
F. E. Willson.....	Webster City, Iowa.....	3d Tues. in Sept. 1903.
G. E. Burnham.....	Milwaukee, Wis.....	3d Tues. in Sept. 1903.
C. S. Burnham.....	Milwaukee, Wis.....	3d Tues. in Sept. 1903.
A. K. Hamilton.....	Milwaukee, Wis.....	3d Tues. in Sept. 1903.
F. Paul Stone.....	Oconomowoc, Wis.....	3d Tues. in Sept. 1903.

- Total number of stockholders at date of last election, fourteen.
- Date of last meeting of stockholders for election of directors, September 18, 1902.
- Give postoffice address of general office, Lehigh, Iowa:
- Give postoffice address of operating office, Webster City, Iowa.

## DAVENPORT, ROCK ISLAND &amp; NORTHWESTERN RAILWAY COMPANY.

## PROPERTY OPERATED.

- Railroad line represented by capital stock.  
a. Main line.
- Line operated under trackage rights.

Name.	Terminals.		Mile. of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Davenport, Rock Island & Northwestern Railway company.....	Clinton, Iowa.....	Rock River in Rock Island County, Ill.	46.76	46.76
5. Chicago, Milwaukee & St. Paul Railway.....	Water Works, Davenport, Iowa.	Iowa Street, Davenport, Iowa.....	72	.....
Chicago, Burlington & Quincy Railway.....	Seventeenth street, Rock Island, Ill..	Thirty-eighth Street, Rock Island, Ill.....	1.45	2.17
Total.....			120.17	48.93

## OFFICERS.

Title.	Name.	Location of Office.
President.....	H. R. Williams.....	Chicago, Ill.
Vice president.....	Jas. C. Hutchins.....	Chicago, Ill.
Secretary and treasurer.....	P. L. Himelich.....	Davenport, Iowa.
Auditor and assistant treasurer.....	J. H. Ellis.....	Davenport, Iowa.
General manager.....	O. B. Grant.....	Davenport, Iowa.

## ORGANIZATION.

Title.	Postoffice Address.	Date of Expiration of Term.
H. R. Williams.....	Chicago, Ill.....	January 19, 1904
Jas. H. Highland.....	Chicago, Ill.....	January 19, 1904
Herman E. Field.....	Chicago, Ill.....	January 19, 1904
Jas. C. Hutchins.....	Chicago, Ill.....	January 19, 1904
Chas. V. Carpenter.....	Chicago, Ill.....	January 19, 1904
Frederic A. Eliano.....	Chicago, Ill.....	January 19, 1904
Henry W. Weiss.....	Chicago, Ill.....	January 19, 1904

- Total number of stockholders at date of last election, 9.
- Date of last meeting of stockholders for election of directors, January 20, 1903.
- Give postoffice address of general office, Davenport, Iowa.
- Give postoffice address of operating office, Davenport, Iowa.

## DES MOINES, IOWA FALLS &amp; NORTHERN RAILROAD COMPANY.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock:  
a Main line.

Name.	Terminals.		Miles of line for each road named.
	From—	To—	
1. a Des Moines, Iowa Falls & Northern .....	Des Moines .....	Iowa Falls .....	70

## OFFICERS.

Title.	Name.	Location of Office.
Chairman of the board .....	E. S. Ellsworth.	
President .....	E. S. Ellsworth.	
First vice president .....	Wm. Welden.	
Secretary .....	J. H. Funk.	
Treasurer .....	W. H. Woods.	
Attorney or general counsel .....	J. E. Funk.	
Auditor .....	W. V. Shipley.	
Chief engineer .....	R. C. Young.	

## ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
E. S. Ellsworth.		
W. H. Courtney.		
Wm. Welden.		
J. H. Funk.		
W. V. Shipley.		
W. H. Woods.		
H. E. Hall.		
H. C. Miller.		
L. E. Jones.		
Z. K. Hoag.		
J. L. Farrington.		
J. M. Rinehart.		
J. D. McKay.		

- Total number of stockholders at date of last election, 19.
- Date of last meeting of stockholders for election of directors, December 10, 1902.
- Give postoffice address of general office, Iowa Falls, Iowa.
- Give postoffice address of operating office, Iowa Falls, Iowa.

## DES MOINES UNION RAILWAY COMPANY.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock.  
a Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Des Moines Union Railway company .....	Des Moines, Iowa	Des Moines, Iowa	4	4

## OFFICERS.

Title.	Name.	Location of Office.
Chairman of the board .....	F. C. Hubbell....	Des Moines, Iowa
President .....	F. C. Hubbell....	Des Moines, Iowa
First vice president .....	H. D. Thompson.	Des Moines, Iowa
Secretary .....	F. M. Hubbell....	Des Moines, Iowa
Treasurer .....	H. D. Thompson.	Des Moines, Iowa
Auditor .....	E. G. Mitchell..	Des Moines, Iowa
Chief engineer .....	A. L. Morgan....	Des Moines, Iowa
General superintendent.....	J. A. Wagner....	Des Moines, Iowa

## ORGANIZATION.

Names of Directors	Postoffice Address.	Date of Expiration of Term.
F. C. Hubbell.....	Des Moines, Iowa..	January, 1904
F. M. Hubbell.....	Des Moines, Iowa..	January, 1904
H. D. Thompson .....	Des Moines, Iowa..	January, 1904
Cyrus Kirk .....	Des Moines, Iowa..	January, 1904
O. Huttenlocher .....	Des Moines, Iowa..	January, 1904
J. Ramsey, Jr .....	St. Louis, Mo.....	January, 1904
A. J. Earling .....	Chicago, Ill.....	January, 1904
H. R. Williams .....	Chicago, Ill.....	January, 1904

- Total number of stockholders at date of last election, 12.
- Date of last meeting of stockholders for election of directors, January 1, 1903.
- Give postoffice address of general office, Des Moines, Iowa.
- Give postoffice address of operating office, Des Moines, Iowa.

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:
  - a Main line.
  - b Branches and spurs.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Dubuque & Sioux City R.R.	Dubuque, Iowa	Sioux City, Iowa	326.58	430.94
1. b Dubuque & Sioux City R.R.	Manchester, Iowa	Cedar Rapids, Iowa	41.85	
	Onawa, Iowa	Sioux Falls, So. Dak.	155.58	
	Tara, Iowa	Council Bluffs, Iowa	181.02	
	Cedar Falls Jct., Iowa	Glenville Jct. Minn.	94.56	
	Stacyville Jct., Iowa	Stacyville, Iowa	7.93	
Total				757.52

OFFICERS.

Title.	Name.	Location of Office.
President	Stuyvesant Fish	New York City, N. Y.
First vice president	John C. Welling	Chicago, Ill.
Second vice president	E. C. Woodruff	Elizabeth, N. J.
Secretary	J. F. Merry	Dubuque, Iowa
Treasurer	E. T. H. Gibson	New York City, N. Y.
Assistant secretary	Chas. H. Wenman	New York City, N. Y.
Local treasurer	J. F. Titus	Chicago, Ill.
Assistant comptroller	Con F. Krebs	Chicago, Ill.
General manager	J. T. Harahan	Chicago, Ill.
General superintendent	F. B. Harriman	Dubuque, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of term.
Stuyvesant Fish	New York City, N. Y.	October, 1903
John C. Welling	Chicago, Ill.	October, 1903
E. H. Harriman	New York City, N. Y.	October, 1903
E. T. H. Gibson	New York City, N. Y.	October, 1903
J. W. Anchiutlass	New York City, N. Y.	October, 1903
J. T. Harahan	Chicago, Ill.	October, 1903
J. V. Rider	Dubuque, Iowa	October, 1903
M. M. Walker	Dubuque, Iowa	October, 1903
F. D. Stout	Chicago, Ill.	October, 1903
O. O. Tolerton	Sioux City, Iowa	October, 1903
A. R. Loomis	Ft. Dodge, Iowa	October, 1903
W. H. Torbert	Dubuque, Iowa	October, 1903
J. W. Conchar	Dubuque, Iowa	October, 1903
W. G. Dows	Cedar Rapids, Iowa	October, 1903
Geo. E. Lichty	Waterloo, Iowa	October, 1903

1. Total number of stockholders at date of last election, 80.
2. Date of last meeting of stockholders for election of directors, October, 16, 1902.
3. Give postoffice address of general office, Dubuque, Iowa.
4. Give postoffice address of operating office, Central Station, Chicago, Illinois.

IOWA CENTRAL RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:
  - a Main line.
  - b Branches and spurs.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Main line	Northwood, Iowa	Albia, Iowa	188.96	375.06
Eastern division	Oskaloosa, Iowa	Illinois-Iowa state line	96.90	
Illinois division	Iowa-Illinois state line	Iowa Junction, Ill.	89.20	
1. b Belmont branch	Hampton, Iowa	Belmond, Iowa	22.20	127.21
Story City branch	Minerva Jct., Iowa	Story City, Iowa	34.51	
State Center branch	Newburg, Iowa	State Center, Iowa	26.64	
Montezuma branch	G. & M. Jct., Iowa	Montezuma, Iowa	18.61	
Newton branch	New Sharon, Iowa	Newton, Iowa	27.75	
	Lynnville Jct., Iowa	Lynnville, Iowa	2.50	
4. Iowa Central & Western R.R.	Belmond, Iowa	Algona, Iowa	37.00	37.00
5. Main Line	Northwood, Iowa	Albert Lea, Minn.	16.36	19.16
Illinois division	Iowa Junction, Ill.	Peoria, Ill.	2.80	
Total				558.43

OFFICERS.

Title.	Name.	Location of Office.
President	Edwin Hawley	New York, N. Y.
Vice president	F. H. Davis	New York, N. Y.
Vice president	L. F. Day	Minneapolis, Minn.
Secretary	A. C. Doan	New York, N. Y.
Treasurer	F. H. Davis	New York, N. Y.
Assistant treasurer	Joseph Gaskell	Minneapolis, Minn.
General solicitor	Geo. W. Seevers	Oskaloosa, Iowa
Auditor	L. G. Scott	Minneapolis, Minn.
General manager	L. F. Day	Minneapolis, Minn.
Chief engineer	H. G. Kelley	Minneapolis, Minn.
General superintendent	M. Sweeney	Minneapolis, Minn.
Superintendent	J. A. Davis	Oskaloosa, Iowa
Superintendent machinery and equipment	Geo. D. Brooke	Minneapolis, Minn.
Acting Superintendent of telegraph	W. T. Donnelly	Oskaloosa, Iowa
Traffic manager	J. N. Tittmore	Peoria, Ill.
Assistant general freight agent	S. G. Lutz	Peoria, Ill.
Assistant general freight agent	H. F. Marsh	Peoria, Ill.
General passenger agent	A. B. Cutts	Minneapolis, Minn.
General ticket agent	A. B. Cutts	Minneapolis, Minn.
General baggage agent	A. B. Cutts	Minneapolis, Minn.



## ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
T. P. Shontz .....	The Bookery, Chicago, Ill. ....	September, 1903
R. J. Kimball .....	No. 7 Nassau street, New York, N. Y. ....	September, 1903
E. C. Bradley .....	No. 253 Broadway, New York, N. Y. ....	September, 1903
Henry A. Gardner .....	New York Life building, Chicago, Ill. ....	September, 1904
L. F. Day .....	Guarantee Loan Building, Minneapolis, Minn. ....	September, 1904
Geo. R. Morse .....	No. 40 Wall street, New York, N. Y. ....	September, 1904
Paul Morton .....	No. 77 Jackson street, Chicago, Ill. ....	September, 1905
John E. Searles .....	No. 27 William street, New York, N. Y. ....	September, 1905
Horace J. Morse .....	No. 18 Wall street, New York, N. Y. ....	September, 1905
L. C. Weir .....	No. 59 Broadway, New York, N. Y. ....	September, 1906
Edwin Langdon .....	No. 320 Broadway, New York, N. Y. ....	September, 1906
Russell Sage .....	No. 31 Nassau street, New York, N. Y. ....	September, 1906
Edwin Hawley .....	No. 25 Broad street, New York, N. Y. ....	September, 1907
F. H. Davis .....	No. 25 Broad street, New York, N. Y. ....	September, 1907
Geo. Crocker .....	No. 25 Broad street, New York, N. Y. ....	September, 1907

1. Total number of stockholders at date of last election, 873.
2. Date of last meeting of stockholders for election of directors, September 5, 1902.
3. Give postoffice address of general office, Minneapolis, Minn.
4. Give postoffice address of operating office, Minneapolis, Minn.

## ALBIA AND CENTERVILLE RAILWAY COMPANY.

## PROPERTY OPERATED.

Railroad line represented by capital stock:

1. a Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Albia & Centerville Railway company .....	Albia, Iowa .....	Centerville Iowa.	24.44	24.44
Total .....				

## OFFICERS.

Title.	Name	Location of Office.
President .....	F. M. Drake .....	Centerville, Iowa
First vice president .....	Russell Sage .....	New York City.
Secretary .....	J. J. Slocum .....	New York City.
Treasurer .....	Russell Sage .....	New York City.
Assistant treasurer .....	C. W. Osborne .....	New York City.
Auditor .....	L. G. Scott .....	Minneapolis, Minn.
General manager .....	L. F. Day .....	Minneapolis, Minn.
Chief engineer .....	H. G. Kelley .....	Minneapolis, Minn.
General superintendent .....	M. Sweeney .....	Minneapolis, Minn.
Superintendent .....	J. A. Davis .....	Oskaloosa, Iowa.
Acting superintendent of telegraph .....	W. T. Donnelly .....	Oskaloosa, Iowa.
Traffic manager .....	J. N. Tittmore .....	Peoria, Ill.
Assistant general freight agent .....	S. G. Lutz .....	Peoria, Ill.
Assistant general freight agent .....	H. F. Marsh .....	Peoria, Ill.
General passenger agent .....	A. B. Cutts .....	Minneapolis, Minn.
General ticket agent .....	A. B. Cutts .....	Minneapolis, Minn.
General baggage agent .....	A. B. Cutts .....	Minneapolis, Minn.

## ORGANIZATION.

Name.	Postoffice Address.	Date of Expiration of Term.
F. M. Drake .....	Centerville, Iowa. ....	December 26, 1906
Russell Sage .....	New York City .....	December 26, 1906
C. W. Osborne .....	New York City .....	December 26, 1906
E. C. Osborne .....	New York City .....	December 26, 1906
J. J. Slocum .....	New York City .....	December 26, 1906

1. Total number of stockholders at date of last election, seven.
2. Date of last meeting of stockholders for election of directors, December 26, 1902.
3. Give postoffice address of general office, 31 Nassau street, New York City, N. Y.
4. Give postoffice address of operating office, Guaranty Loan Building, Minneapolis, Minn.

MANCHESTER & ONEIDA RAILWAY COMPANY.

PROPERTY OPERATED.

- 1. Railroad line represented by capital stock:
  - a Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of road named.
	From—	To—		
1. a Manchester & Oneida Railway company	Manchester, Iowa	Oneida, Iowa	8	8

OFFICERS.

Title.	Name.	Location of Office.
President	A. Hollister	Manchester, Iowa
First vice president	M. F. LeRoy	Manchester, Iowa
Secretary	J. C. Hurbert	Manchester, Iowa
Treasurer	Chas. J. Seeds	Manchester, Iowa
General solicitor	Fred B. Blair	Manchester, Iowa
Auditor	Joseph Hutchinson	Manchester, Iowa
General manager	J. L. Sullivan	Manchester, Iowa
Superintendent of telegraph	J. L. Sullivan	Manchester, Iowa
General freight agent	W. N. Wolcott	Manchester, Iowa
General passenger agent	E. H. Hoyt	Manchester, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
A. S. Blair	Manchester, Iowa	1st Tues. in April, 1904
M. F. LeRoy	Manchester, Iowa	1st Tues. in April, 1905
Joseph Hutchinson	Manchester, Iowa	1st Tues. in April, 1904
Chas. J. Seeds	Manchester, Iowa	1st Tues. in April, 1906
E. M. Carr	Manchester, Iowa	1st Tues. in April, 1906
B. W. Jewell	Manchester, Iowa	1st Tues. in April, 1905
Wm. Hockaday	Manchester, Iowa	1st Tues. in April, 1904
R. R. Robinson	Manchester, Iowa	1st Tues. in April, 1905
W. L. Drew	Manchester, Iowa	1st Tues. in April, 1904
A. A. Morse	Manchester, Iowa	1st Tues. in April, 1905
A. Hollister	Manchester, Iowa	1st Tues. in April, 1905
J. C. Hurbert	Manchester, Iowa	1st Tues. in April, 1906
E. H. Hoyt	Manchester, Iowa	1st Tues. in April, 1906
W. N. Wolcott	Manchester, Iowa	1st Tues. in April, 1906
W. A. Abbott	Manchester, Iowa	1st Tues. in April, 1904

- 1. Total number of stockholders at date of election.
- 2. Date of last meeting of stockholders for election of directors, April 7, 1903.
- 3. Give postoffice address of general office, Manchester, Iowa.
- 4. Give postoffice address of operating office, Manchester, Iowa.

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

PROPERTY OPERATED.

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

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a The Minneapolis & St. Louis R. R. Co.	Minneapolis, Minn.	Angus, Iowa	.....	260.04
1. b The Minneapolis & St. Louis R. R. Co.	Kalo Junction, Ia.	Kalo, Iowa	1.46	
	Hopkins, Minn.	Watertown, S. D.	215.10	
	Manitou Jct., Minn.	Tonka Bay, Minn.	1.45	
	Winthrop, Minn.	Storm Lake, Iowa.	153.68	
5. Northern Pacific Railway company	St. Paul, Minn.	Minneapolis, Minn.	.....	371.69
Total				10.11
				641.84

OFFICERS.

Title.	Name.	Location of Office.
President	Edwin Hawley	New York, N. Y.
Vice president	L. F. Day	Minneapolis, Minn.
Secretary and assistant treasurer	Joseph Gaskell	Minneapolis, Minn.
Treasurer	F. H. Davis	New York, N. Y.
General attorney	Albert E. Clarke	Minneapolis, Minn.
Auditor	L. G. Scott	Minneapolis, Minn.
General manager	L. F. Day	Minneapolis, Minn.
Chief engineer	H. G. Kelley	Minneapolis, Minn.
General superintendent	M. Sweeney	Minneapolis, Minn.
Superintendent	W. T. Noonan	Minneapolis, Minn.
Superintendent machinery and equipment	Geo. D. Brooke	Minneapolis, Minn.
Assistant general freight agent	W. M. Hopkins	Minneapolis, Minn.
General passenger and ticket agent	J. L. Blake	Minneapolis, Minn.
General baggage agent	A. B. Cutts	Minneapolis, Minn.
	A. B. Cutts	Minneapolis, Minn.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of term.
F. H. Davis	New York, N. Y.	October, 1903
L. F. Day	Minneapolis, Minn.	October, 1903
J. E. Searles	New York, N. Y.	October, 1903
Edwin Hawley	New York, N. Y.	October, 1904
F. E. Palmer	New York, N. Y.	October, 1904
L. C. Weir	New York, N. Y.	October, 1904
Geo. Crocker	New York, N. Y.	October, 1905
H. E. Huntington	New York, N. Y.	October, 1905
Edwin Langdon	New York, N. Y.	October, 1905

- 1. Total number of stockholders at date of last election, 484.
- 2. Date of last meeting of stockholders for election of directors, October 7, 1902.
- 3. Give postoffice address of general office, Minneapolis, Minn.
- 4. Give postoffice address of operating office, Minneapolis, Minn.

MUSCATINE NORTH & SOUTH RAILROAD COMPANY.

PROPERTY OPERATED.

- 1. Railroad line represented by capital stock:
  - a Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Muscatine North & South Railroad company	Muscatine..	Elrick Junction..	28.87	

OFFICERS.

Title.	Name.	Location of Office.
President.....	W. M. Gorham.....	Philadelphia, Pa.
First vice president.....	H. F. Balch.....	Minneapolis, Minn.
Secretary and treasurer.....	Henry Jayne.....	Muscatine, Iowa
General solicitor.....	Henry Jayne.....	Muscatine, Iowa
Attorney, or general counsel.....	Henry Jayne.....	Muscatine, Iowa
Auditor.....	Geo. Reeder.....	Muscatine, Iowa
General manager.....	Chas. Howard.....	Muscatine, Iowa
Superintendent of telegraph.....	James A. Coe.....	Muscatine, Iowa
Traffic manager.....	Chas. Howard.....	Muscatine, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
H. F. Balch.....	Minneapolis.....	
M. J. Peppard.....	Minneapolis.....	
J. A. Nelson.....	Minneapolis.....	
W. M. Gorham.....	Philadelphia.....	
H. W. Huttig.....	Muscatine.....	
Henry Jayne.....	Muscatine.....	
P. M. Musser.....	Muscatine.....	

1. Total number of stockholders at date of last election.
2. Date of last meeting of stockholders for election of directors, January 14, 1902.
3. Give postoffice address of general office, Muscatine.
4. Give postoffice address of operating office, Muscatine.

NEWTON & NORTHWESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

- 1. Railroad line represented by capital stock:
  - a Main line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Newton & Northwestern R. R. Co.	Fraser, Iowa.	Gowrie, Iowa.....	21	

OFFICERS.

Title.	Name.	Location of Office.
President.....	Hamilton Browne.....	Boone, Iowa
First vice president.....	S. T. Meservey.....	Fort Dodge, Iowa
Secretary and assistant treasurer.....	Wm. A. Kelly.....	Fraser, Iowa
Treasurer.....	J. Joseph Wright.....	Chicago, Ill
General manager.....	J. L. Blake.....	Boone, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Hamilton Browne.....	Boone, Iowa.....	May, 1904
E. Sidney Shepard.....	New Haven, N. Y.....	May, 1904
H. W. Poor.....	New York, N. Y.....	May, 1904
S. T. Meservey.....	Fort Dodge, Iowa.....	May, 1904
Wm. A. Kelly.....	Fraser, Iowa.....	May, 1904

1. Total number of stockholders at date of last election,
2. Date of last meeting of stockholders for election of directors, May, 1903.
3. Give postoffice address of general office, Boone, Iowa.
4. Give postoffice address of operating office, Boone, Iowa.

TABOR & NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:  
 a Maine line.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Tabor & Northern Railway . . . .	Tabor . . . . .	Malvern . . . . .	8.79	8.79

OFFICERS.

Title.	Name.	Location of Office.
Chairman of the board . . . . .	Robert McClelland . . . . .	Tabor, Iowa
President . . . . .	Robert McClelland . . . . .	Tabor, Iowa
First vice president . . . . .	Thos. McClelland . . . . .	Galesburg, Ill
Secretary and treasurer . . . . .	H. C. Dye . . . . .	Tabor, Iowa
Auditor . . . . .	R. S. McClelland . . . . .	Tabor, Iowa
Traffic manager . . . . .	R. S. McClelland . . . . .	Tabor, Iowa

ORGANIZATION

Names of Directors.	Post-office Address.	Date of Expiration of Term.
Robert McClelland . . . . .	Tabor, Iowa . . . . .	June 10, 1905
Thomas McClelland . . . . .	Galesburg, Ill . . . . .	June 10, 1905
J. M. Bacham . . . . .	Pasadena, Cal . . . . .	June 10, 1904
H. C. Dye . . . . .	Tabor, Iowa . . . . .	June 10, 1906
R. S. McClelland . . . . .	Tabor, Iowa . . . . .	June 10, 1905

1. Total number of stockholders at date of last election, 43.
2. Date of last meeting of stockholders for election of directors, June 10, 1903.
3. Give postoffice address of general office, Tabor, Iowa.
4. Give postoffice address of operating office, Tabor, Iowa.

UNION PACIFIC RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:  
 a Main line.  
 b Branches and spurs.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Union Pacific railroad company.				
Nebraska division . . . . .	Council Bluffs, Iowa . . . . .	Cheyenne, Wyoming . . . . .	518.84	
Nebraska division . . . . .	Initial Point spur . . . . .	Omaha . . . . .	8.95	
Wyoming division . . . . .	Cheyenne, Wyoming . . . . .	Ogden, Utah . . . . .	484.25	
Kansas division . . . . .	Kansas City, Missouri . . . . .	Cheyenne Wells, Colo . . . . .	462.30	
Colorado division, Eastern district . . . . .	Cheyenne Wells, Colorado . . . . .	Denver, Colorado . . . . .	177.22	
Colorado division, Northern district . . . . .	Cheyenne, Wyoming . . . . .	Denver (Pullman), Colo . . . . .	104.15	
Colorado division, Julesburg district . . . . .	Julesburg, Colorado . . . . .	La Salle . . . . .	151.58	1,902.04
1. b Beatrice branch . . . . .	Valley, Nebraska . . . . .	Beatrice, Nebraska . . . . .	98.72	
Stromsburg branch . . . . .	Valparaiso, Nebraska . . . . .	Stromberg, Nebraska . . . . .	53.30	
Norfolk branch . . . . .	Columbus, Nebraska . . . . .	Norfolk, Nebraska . . . . .	50.37	
Albion branch . . . . .	Oconee, Nebraska . . . . .	Albion, Nebraska . . . . .	84.54	
Cedar Rapids branch . . . . .	Genoa, Nebraska . . . . .	Spalding, Nebraska . . . . .	44.41	
Ord branch . . . . .	Grand Island, Nebraska . . . . .	Ord, Nebraska . . . . .	60.77	
Scotia Spur branches . . . . .	Scotia Junction, Nebraska . . . . .	Scotia, Nebraska . . . . .	1.37	
Loup City branch . . . . .	St. Paul, Nebraska . . . . .	Loup City, Nebraska . . . . .	89.40	
Pleasanton branch . . . . .	Boelus, Nebraska . . . . .	Pleasanton, Nebraska . . . . .	22.06	
Kearney branch . . . . .	Kearney, Nebraska . . . . .	Calloway, Nebraska . . . . .	65.79	
Leavenworth branch . . . . .	Leavenworth, Kansas . . . . .	Lawrence, Kansas . . . . .	81.63	
Manhattan branch . . . . .	Manhattan, Kansas . . . . .	Beatrice, Nebraska . . . . .	92.88	
Blue Springs spur . . . . .	Blue Springs Jet, Neb . . . . .	Blue Springs, Nebraska . . . . .	.87	
Junction City branch . . . . .	{ Junction City, Kansas . . . . .	Concordia, Kansas . . . . .	70.86	
	{ Lawrenceburg, Kansas . . . . .	Bellville, Kansas . . . . .	17.15	
Solomon branch . . . . .	Solomon, Kansas . . . . .	Beloit, Kansas . . . . .	56.89	
McPherson branch . . . . .	Salina, Kansas . . . . .	McPherson, Kansas . . . . .	85.46	
Colby branch . . . . .	Salina, Kansas . . . . .	Oakley, Kansas . . . . .	225.85	
Boulder branch . . . . .	Brighton, Colorado . . . . .	Boulder, Colorado . . . . .	27.00	
Park City branch . . . . .	Echo, Utah . . . . .	Park City, Utah . . . . .	27.59	1,058.66
Total . . . . .				2,955.70

OFFICERS.

Title.	Name.	Location of Office.
Chairman of executive committee	E. H. Harriman	Arden, N. Y.
President	Horace G. Burt	Omaha, Neb.
Vice president	Wm. D. Cornish	New York, N. Y.
Secretary	Alex. Miller	New York, N. Y.
Assistant secretary	Jas. Hellen	New York, N. Y.
Treasurer	Frederick V. S. Crosby	New York, N. Y.
General solicitor	Wm. B. Kelly	Omaha, Neb.
General counsel	Winslow S. Pierce	New York, N. Y.
Assistant general counsel	Lawrence Green	New York, N. Y.
Comptroller	Wm. Mahl	New York, N. Y.
Assistant comptroller	H. S. Bradt	New York, N. Y.
General auditor	Erastus Young	Omaha, Neb.
Superintendent of transportation	E. Buckingham	Omaha, Neb.
Chief engineer	John B. Berry	Omaha, Neb.
Superintendent	R. W. Baxter	Omaha, Neb.
Superintendent	J. O. Brinkerhoff	Kansas City, Mo.
Superintendent	W. A. Deuel	Denver, Colo.
Superintendent	W. L. Park	Cheyenne, Wyo.
Superintendent of telegraph	L. H. Korty	Omaha, Neb.
Freight traffic manager	J. A. Munroe	Omaha, Neb.
General freight agent	E. H. Wood	Omaha, Neb.
First assistant general freight agent	Chas. J. Lane	Omaha, Neb.
Assistant general freight agent	W. R. Garrett	Omaha, Neb.
Assistant general passenger agent	G. Fort	Omaha, Neb.
General passenger and ticket agent	E. L. Lomax	Omaha, Neb.
General baggage agent	A. Traynor	Council Bluffs, Iowa
Land commissioner	B. A. McAllaster	Omaha, Neb.
Traffic director	J. O. Stubbs	Chicago, Ill.
Assistant traffic director	B. Campbell	Chicago, Ill.
Director of purchases	W. V. S. Thorne	New York, N. Y.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Oliver Ames	Boston, Mass.	October 13, 1903
Horace G. Burt	Omaha, Neb.	October 13, 1903
T. Jefferson Coolidge, Jr.	Boston, Mass.	October 13, 1903
Thos. T. Eckert	New York, N. Y.	October 13, 1903
Louis Fitzgerald	New York, N. Y.	October 13, 1903
George J. Gould	Lakewood, N. J.	October 13, 1903
E. H. Harriman	Arden, N. Y.	October 13, 1903
Marvin Huggitt	Chicago, Ill.	October 13, 1903
James H. Hyde	New York, N. Y.	October 13, 1903
Otto H. Kahn	Morristown, N. J.	October 13, 1903
Charles A. Peabody	New York, N. Y.	October 13, 1903
Winslow S. Pierce	New York, N. Y.	October 13, 1903
Henry H. Rogers	New York, N. Y.	October 13, 1904
Jacob H. Schiff	New York, N. Y.	October 13, 1903
James Stillman	New York, N. Y.	October 13, 1903

- Total number of stockholders at date of last election: Preferred, 11,376; common, 3,480.
- Date of last meeting of stockholders for election of directors, October 14, 1902.
- Give postoffice address of general office, 120 Broadway, New York, N. Y.
- Give postoffice address of operating office, Omaha, Neb.

WABASH RAILROAD COMPANY.

PROPERTY OPERATED.

- Railroad line represented by capital stock:
  - α Main line.
- Line operated under lease for specified sum.
- Line operated under trackage rights.

	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. α The Wabash Railroad	Maumee	Montpelier	49.5	
	Butler	New Haven	25.7	
	Toledo	East Hannibal	460.5	
	Bluffs	Camp Point	89.4	
	Clayton	Elvaston	34.5	
	Sidney	Champaign	11.7	
	Decatur	East St. Louis	110.1	
	Edwardsville	Edwardsville Junction	1.7	
	C. & W. I. Junction	Efingham	205.4	
	Shumway	Altamont	9.5	
	Fairbury Junction	Streator	80.9	
	Delray	Butler	109.8	
	Montpelier	Clarke Junction	149.6	
	Attica	Covington	14.8	
	St. Louis (Tayon Ave.)	Harlem	274.8	
	Moberly	Ottumwa	181.5	
	Centralia	Columbia	21.6	
	Moulton	Albia	28.8	
	Albia	Chesterfield	65.8	
	Salisbury	Glasgow	15.4	
	St. Louis (Carr St.)	Ferguson	10.7	
	Excelsior Springs Jct.	Milwaukee Junction	9.5	
	Pattonsburg	Council Bluffs	148.5	
	Quincy		0.9	1,955.3
3. Lines leased:				
Louisiana & Pike County R.R.	Maysville	Pittsfield	6.2	
Hannibal Bridge Company	East Hannibal	Hannibal	3.0	
Brunswick & Chillicothe R.R.	Brunswick	Chillicothe	88.2	
St. Louis, Council Bluffs & Omaha Railroad	Chillicothe	Pattonsburg	41.4	83.8
5. Lines operated under joint trackage arrangements:				
Grand Trunk Railroad	Detroit	Black Rock	227.1	
Grand Trunk Railroad	Welland Junction	Suspension Bridge	17.8	
Erie Railroad	Suspension Bridge	Buffalo	25.6	
Erie Railroad	Black Rock	International Junction	4.8	
Detroit Union Depot & Station company	Detroit Union Depot	Delray	4.5	
Pere Marquette Railroad	Delray		0.1	
Chicago & Western Indiana Railroad	Chicago	C. & W. I. Junction	8.0	
Chicago & Western Indiana Railroad	State Line (Ind. & Ill.)	C. & W. I. Junction	11.8	
Chicago Terminal Transfer railroad	Clarke Junction	State Line (Ind. & Ill.)	5.8	
Chicago, Burlington & Quincy Railroad	Camp Point	Quincy	21.8	
Chicago, Burlington & Quincy Railroad	Quincy	East Hannibal	17.8	
Toledo, Peoria & Western Ry	Toledo	Hamilton	6.5	
Toledo, Peoria & Western Ry	Forrest	Fairbury Junction	6.1	
Keokuk Bridge company	Hamilton	Keokuk	1.8	
Missouri, Kansas & Texas Ry	Hannibal Bridge Track	Hannibal (Union Depot)	0.4	
Terminal Railroad Association of St. Louis	East St. Louis	St. Louis (Union Stat'n)	8.8	
Chicago & Eastern Illinois Railroad	Altamont		0.8	
Terminal Railroad Association of St. Louis	St. Louis (Union Stat'n)	Tayon Avenue	0.7	
Hannibal & St. Joseph R. R.	Harlem	Kansas City	1.5	
Iowa Central Railway	Albia	Albia Connection	0.2	

PROPERTY OPERATED—CONTINUED.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of road named.
	From—	To—		
Missouri, Kansas & Texas Ry.	Hannibal .....	Moberly .....	69.7	
Missouri, Pacific Railway ..	St. Louis (Olive street)	Carr Street .....	0.6	
Des Moines Union Railway ..	Chesterfield .....	Des Moines .....	2.4	
Union Pacific Railway .....	Council Bluffs .....	Omaha .....	2.8	
Chicago, Minneapolis & St. Paul Railway .....	Wabash, connection ..	Council Bluffs (Union Depot) .....	0.3	441.7
<b>Total mileage operated .....</b>				<b>2,485.8</b>

OFFICERS.

Title.	Name.	Location of Office.
Chairman of board.....	O. D. Ashley .....	New York City, N. Y.
President.....	J. Ramsey, Jr.....	St. Louis, Mo.
Vice president.....	Edgar T. Welles.....	New York City, N. Y.
Vice president.....	Milton Knight.....	St. Louis, Mo.
Vice president.....	Wells H. Blodgett .....	St. Louis, Mo.
Vice president.....	A. C. Bird.....	Chicago, Ill.
Secretary .....	J. C. Otteson.....	New York City, N. Y.
Treasurer.....	F. L. O'Leary.....	St. Louis, Mo.
General solicitor.....	Wells H. Blodgett .....	St. Louis, Mo.
Attorney, or general counsel.....	Wells H. Blodgett.....	St. Louis, Mo.
Auditor.....	D. B. Howard.....	St. Louis, Mo.
Assistant auditor.....	T. J. Tobin.....	St. Louis, Mo.
Chief engineer.....	W. S. Newhall.....	St. Louis, Mo.
General superintendent.....	H. L. Magee.....	St. Louis, Mo.
Division superintendent.....	S. E. Cotter.....	Peru, Ind.
Division superintendent.....	H. G. Clark.....	Decatur, Ill.
Division superintendent.....	J. S. Goodrich.....	Moberly, Mo.
Division superintendent.....	G. M. Burns.....	Detroit, Mich.
Division superintendent.....	A. E. Robbins.....	Buffalo, N. Y.
Superintendent of telegraphy.....	G. C. Kinsman.....	Decatur, Ill.
Freight traffic manager.....	M. Knight.....	St. Louis, Mo.
General freight agent.....	S. B. Knight.....	St. Louis, Mo.
Assistant general freight agent.....	P. W. Coyle.....	St. Louis, Mo.
General passenger agent.....	C. S. Crane.....	St. Louis, Mo.
Assistant general passenger agent.....	H. V. P. Taylor.....	St. Louis, Mo.
General ticket agent.....	C. S. Crane.....	St. Louis, Mo.
Assistant general ticket agent.....	H. V. P. Taylor.....	St. Louis, Mo.
General baggage agent.....	S. H. Overholt.....	St. Louis, Mo.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
O. D. Ashley.....	New York City, N. Y.....	2d Tues. in October, 1908
Geo. J. Gould.....	New York City, N. Y.....	2d Tues. in October, 1908
Edgar T. Welles.....	New York City, N. Y.....	2d Tues. in October, 1908
Henry K. McHarg.....	New York City, N. Y.....	2d Tues. in October, 1908
C. J. Lawrence.....	New York City, N. Y.....	2d Tues. in October, 1908
Winslow L. Pierce.....	New York City, N. Y.....	2d Tues. in October, 1908
L. C. Reynolds.....	Toledo, Ohio.....	2d Tues. in October, 1908
Edwin Gould.....	New York City, N. Y.....	2d Tues. in October, 1908
Thos. H. Hubbard.....	New York City, N. Y.....	2d Tues. in October, 1908
John T. Terry.....	New York City, N. Y.....	2d Tues. in October, 1908
Russell Sage.....	New York City, N. Y.....	2d Tues. in October, 1908
J. Ramsey, Jr.....	St. Louis, Mo.....	2d Tues. in October, 1908
Jame Hazen Hyde.....	New York City, N. Y.....	2d Tues. in October, 1908

1. Total number of stockholders at date of last election, not known.
2. Date of last meeting of stockholders for election of directors, October 14, 1902.
3. Give postoffice address of general office, St. Louis, Mo.
4. Give postoffice address of operating office, St. Louis, Mo.

WILLMAR & SIOUX FALLS RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock:
  - a Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under trackage rights.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Willmar & Sioux Falls Railway.....	Willmar, Minn....	Sioux City, Iowa ..	228.70	
	Garretson, S. D. ...	Yankton, S. D. ....	80.49	304.25
2. Sioux City & Western Railway.....	So. Sioux City, Neb	O'Neill, Neb. ....	129.16	129.16
5. Union Terminal Co.....	In Sioux City, Iowa	Junct'n with tracks		
	Junction with W. & S. F. Ry.	of the C. M. & St. P. Ry. ....	1.57	
Chicago, Milwaukee & St. Paul Railway	Junct'n with tracks	Junct'n with tracks		
	of Union Terminal Company .....	of Combination Bridge Co.....	.60	
Combination Bridge Co .....	Junct'n with tracks	South Sioux City, Neb. ....	1.15	3.92
	of C. M. & St. P. Ry.....			
<b>Total .....</b>				<b>436.73</b>

OFFICERS.

Title.	Name.	Location of Office.
President.....	Louis W. Hill.....	St. Paul, Minn.
Vice president.....	R. I. Farrington.....	St. Paul, Minn.
Secretary and treasurer.....	E. Sawyer.....	St. Paul, Minn.
General solicitor.....	M. D. Groves.....	St. Paul, Minn.
Comptroller.....	John G. Drew.....	St. Paul, Minn.
Auditor.....	L. R. Martin.....	St. Paul, Minn.
General manager.....	F. E. Ward.....	St. Paul, Minn.
Chief engineer.....	A. H. Hogeland.....	St. Paul, Minn.
General superintendent.....	G. T. Slade.....	St. Paul, Minn.
Assistant general superintendent.....	E. L. Brown.....	St. Paul, Minn.
Division superintendent.....	L. W. Bowen.....	Willmar, Minn.
Superintendent of telegraph.....	E. J. Little.....	St. Paul, Minn.
Traffic manager.....	F. B. Clarke.....	St. Paul, Minn.
General freight agent.....	W. W. Broughton.....	St. Paul, Minn.
Assistant general freight agent.....	H. A. Kimball.....	St. Paul, Minn.
General passenger agent.....	F. I. Whitney.....	St. Paul, Minn.
Assistant general passenger agent.....	C. E. Stone.....	St. Paul, Minn.
General ticket agent.....	F. I. Whitney.....	St. Paul, Minn.
Assistant general ticket agent.....	C. E. Stone.....	St. Paul, Minn.
General baggage agent.....	S. A. Smart.....	St. Paul, Minn.

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
Louis W. Hill .....	St. Paul, Minn .....	When successor is elected
R. I. Farrington .....	St. Paul, Minn .....	When successor is elected
E. Sawyer .....	St. Paul, Minn .....	When successor is elected
W. D. Groves .....	St. Paul, Minn .....	When successor is elected
J. W. Blabon .....	St. Paul, Minn .....	When successor is elected

1. Total number of stockholders at date of last election, six.
2. Date of last meeting of stockholders for election of directors, October 9, 1902.
3. Give postoffice address of general office, St. Paul, Minn.
4. Give postoffice address of operating office, St. Paul, Minn.

CEDAR RAPIDS & MARION CITY RAILWAY COMPANY.

PROPERTY OPERATED.

The total length of road is 12.06 miles, of which there is within the city limits of Cedar	
Rapids .....	9.26 miles
In the incorporated town of Kenwood .....	.79 miles
In unincorporated territory in Marion township .....	.86 miles
In the city of Marion .....	1.15 miles
<b>Total .....</b>	<b>12.06 miles</b>

INTER-URBAN RAILWAY COMPANY.

PROPERTY OPERATED.

Name.	Terminals.		Miles of line for each road named.	Miles of line for each class of roads named.
	From—	To—		
1. a Inter-Urban Railway company .....	Des Moines, Iowa.	Valley Junction Iowa	2.84	
		Army Post .....	2.25	
		Colfax .....	18.80	
		Flint Valley .....	5.44	
<b>Total .....</b>				<b>28.87</b>

OFFICERS.

Title.	Name.	Location of Office.
Chairman of the board .....	H. H. Polk .....	
President .....	H. H. Polk .....	
Vice president .....	A. W. Harris .....	
Secretary .....	W. J. Haskitt .....	
Treasurer .....	G. B. Hippee .....	
General solicitor .....	N. T. Guernsey .....	
Attorney or general counsel .....	A. P. Chamberlain .....	
Auditor .....	C. L. Wight .....	
General manager .....	H. H. Polk .....	
Chief engineer .....	F. S. Cummins .....	
General freight agent .....	F. J. Johnson .....	
General passenger agent .....	E. B. Bigler .....	
General ticket agent .....	E. B. Bigler .....	
General baggage agent .....	E. B. Bigler .....	

MASON CITY & CLEAR LAKE TRACTION COMPANY

PROPERTY OPERATED.

- 1. Railroad line represented by capital stock:
  - a. Main line.

Name.	Terminals.		Miles of line for each road named.
	From—	To—	
1. a Mason City & Clear Lake....	Mason City.....	Clear Lake.....	14.62

OFFICERS.

Title.	Name.	Location of Office.
President.....	W. E. Brice.....	Mason City, Iowa
Vice president.....	F. J. Hanlon.....	Mason City, Iowa
Secretary.....	F. J. Hanlon.....	Mason City, Iowa
Treasurer.....	W. E. Brice.....	Mason City, Iowa
General solicitors.....	Oliggitt, Rule & Keeler...	Mason City, Iowa
Auditor.....	F. J. Hanlon.....	Mason City, Iowa
General Manager.....	W. E. Brice.....	Mason City, Iowa
Assistant general manager.....	F. J. Hanlon.....	Mason City, Iowa
General freight agent.....	G. A. Emery.....	Mason City, Iowa
General passenger agent.....	G. A. Emery.....	Mason City, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
W. E. Brice.....	Mason City.....	First Tuesday in January, 1904
F. J. Hanlon.....	Mason City.....	First Tuesday in January, 1904

- 1. Total number of stockholders at date of last election, eight.
- 2. Date of last meeting of stockholders for election of directors, January 5, 1903.
- 3. Give postoffice address of general office, Mason City, Iowa.
- 4. Give postoffice address of operating office, Mason, City, Iowa.

WATERLOO & CEDAR FALLS RAPID TRANSIT CO.

OFFICERS.

Title.	Name.	Location of Office.
President.....	L. S. Cass.....	Waterloo, Iowa
First vice president.....	J. F. Cass.....	Sumner, Iowa
Secretary.....	J. F. Cass.....	Sumner, Iowa
Treasurer.....	E. A. Boggs.....	Waterloo, Iowa
General solicitors.....	Mullan & Pickett....	
Auditor.....	E. A. Boggs.....	Waterloo, Iowa
General manager.....	L. S. Cass.....	Waterloo, Iowa
Chief engineer.....	M. L. Newton.....	Waterloo, Iowa
General freight agent.....	T. P. Emmons.....	Waterloo, Iowa
General passenger agent.....	C. D. Cass.....	Waterloo, Iowa
General ticket agent.....	C. D. Cass.....	Waterloo, Iowa

ORGANIZATION.

Names of Directors.	Postoffice Address.	Date of Expiration of Term.
L. S. Cass.....	Waterloo, Iowa.....	January, 1904
J. F. Cass.....	Sumner, Iowa.....	January, 1904
E. K. Boisot.....	Chicago, Ill.....	January, 1904

- 1. Total number of stockholders at date of last election, three.
- 2. Date of last meeting of stockholders for election of directors, January, 1903.
- 3. Give postoffice address of general office, Waterloo, Iowa.
- 4. Give postoffice address of operating office, Waterloo, Iowa.



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Decisions of Commissioners.

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## DECISIONS.

No. 2559—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

In the matter of the petition of the Mason City & Fort Dodge Railroad company for permission to condemn lands in Pottawattamie county, Iowa.

In the matter of the petition of the Mason City & Fort Dodge Railroad company for permission to condemn certain lands as provided by section 1998 of the Code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly and section 1, chapter 79, laws of the Twenty-ninth General Assembly, in Pottawattamie county, State of Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Mason City & Fort Dodge Railroad company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of said railroad company, to wit:

Lot twenty (20) in block ten (10) In Williams' First Addition to Council Bluffs, Iowa.

In witness whereof, this Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Pottawattamie county, Iowa.

Dated at Des Moines, Iowa, December 4, 1902.

No. 2560—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

In the matter of the Newton & Northwestern Railroad company for permission to condemn lands in Boone county, Iowa.

In the matter of the petition of the Newton & Northwestern Railroad company for permission to condemn certain lands as provided by section 1998 of the Code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, and section 1, chapter 79, laws of the Twenty-ninth General

Assembly, in Boone county, State of Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Newton & Northwestern Railroad company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners the additional lands described in said application are necessary for the use of said railroad company, to wit:

That said proposed extension will cross the northwest quarter of the southwest quarter; the southwest quarter of the northwest quarter and the northwest quarter of the northwest quarter, all in section 18, township 84, range 26, Boone county, Iowa, and that part lying east of the Des Moines river of southeast quarter of the northeast quarter of section 13, township 84, range 27, Boone county, Iowa, to wit: An additional strip of land twenty-five feet in width on the east side of said right of way and an additional strip of land twenty-five feet in width on the west side of said right of way, both said strips of land lying adjacent to, and running parallel with said right of way, beginning at Construction Station No. 250 in said southwest quarter of the northwest quarter of section 18 and extending in a southerly direction to Construction Station No. 259, a distance of 900 feet, and an additional strip of land fifty feet in width on the east side of said right of way and an additional strip of land fifty feet in width on the west side of said right of way, both said strips lying adjacent to, and running parallel with, said right of way, beginning at Construction Station No. 259 and extending in a southwesterly direction through said southwest quarter of the northwest quarter to the northwest quarter of the southwest quarter of section 18, township 84, range 26, a distance of 656 feet, and, beginning at the north line of said northwest quarter of the southwest quarter of said section 18 and extending in a southwesterly direction to the east line of said northwest quarter of the southwest quarter of said section 18, a distance of 1,120 feet, an additional strip of land twenty-five feet in width on the east side of said right of way and an additional strip of land on the west side of said right of way fifty feet in width, both of said strips lying adjacent to, and running parallel with, said right of way.

In witness whereof, this Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Boone county, Iowa.

Dated at Des Moines, Iowa, December 5, 1902.

No. 2561—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

In the matter of the petition of the Chicago, Burlington & Quincy Railway company for permission to condemn lands in Mills County, Iowa.

In the matter of the petition of the Chicago, Burlington & Quincy Railway company for permission to condemn certain lands as provided by section 1998 of the Code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, and section 1, chapter 79, laws of the Twenty-ninth General Assembly, in Mills county, State of Iowa, the Board of Railroad Commissioners

of the State of Iowa do hereby certify that upon the application of the Chicago, Burlington & Quincy Railway company to the Board, stating the desire of said company to condemn the property hereinafter more particularly described for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of said railway company, to wit:

A strip of land 190 feet in width across the north twenty acres of the northeast quarter of the southeast quarter of section 29, township 72 north, range 41 west of fifth P. M. Said strip being bounded on the northerly side by a line parallel to, northerly from and ninety feet distant, measured at right angles, from the center line of the north main track of the new location of the railroad of the Chicago, Burlington & Quincy Railway company, as said center line is now located, staked, and marked through and beyond said northeast quarter of the southeast quarter, and bounded on the southerly side by a line which is parallel to, southerly from and 100 feet distant, measured at right angles from said center line of said north main track, containing four and six-tenths acres more or less.

In witness whereof this Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Mills county, Iowa.

Done at Des Moines, Iowa, December 23, 1902.

No. 2562—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

In the matter of the petition of the Chicago, Burlington & Quincy Railway company for permission to condemn certain lands in Montgomery county, Iowa.

In the matter of the petition of the Chicago, Burlington & Quincy Railway company for permission to condemn certain lands as provided by section 1998 of the Code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, and section 1, chapter 79, of the laws of the Twenty-ninth General Assembly, in Montgomery county, State of Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Chicago, Burlington & Quincy Railway company to the Board stating the desire of said company to condemn property hereinafter more particularly described for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of said railway company, to wit:

A strip of ground 250 feet in width through the northwest quarter of section 28, township 72 north, range 39 west of the fifth P. M., said strip being bounded on the northerly side by a line which is parallel to, northerly from and 120 feet distant, measured at right angles from the center line of the north main track of the new location of the railroad of the Chicago, Burlington & Quincy Railway company, as said center line is now located, staked and marked through and beyond said premises, and bounded on the southerly side by a line which is parallel to,

southerly from and 130 feet distant, measured at right angles from said center line of said north main track; a strip of ground 310 feet in width through the northeast quarter of the northeast quarter of section 29, township and range as aforesaid. Said strip being bounded on the northerly side by a line parallel to, northerly from and 150 feet distant, measured at right angles from said center line of said north main track of the new location and bounded on the southerly side by a line which is parallel to, southerly from and 160 feet distant, measured at right angles from said center line; also a strip of ground 230 feet in width through the northwest quarter of the northeast quarter of said section 29. Said strip being bounded on the northerly side by a line which is parallel to, northerly from and 110 feet distant, measured at right angles from said center line of said north main track, and bounded on the southerly side by a line which is parallel to, southerly from and 120 feet distant, measured at right angles from said center line; also all that portion of the northeast quarter of the northwest quarter of the said section 29, which lies north of a line, parallel to, southerly from and 110 feet distant, measured at right angles from said center line of said north main track. Containing in all thirty-three and sixty-nine one hundredth acres more or less.

A strip of land 130 feet in width through the northwest quarter of section 26, township 72 north, range 39 west of the fifth P. M. Said strip being bounded on the northerly side by a line which is parallel to, northerly from and sixty feet distant measured at right angles from the center line of the north main track of the new location of the railroad of the Chicago, Burlington & Quincy Railway company, as said center line is now located, staked and marked through and beyond said section 26, and bounded on the southerly side by a line which is parallel to, southerly from and seventy feet distant, measured at right angles from said center line of north main track; also a strip of ground described as follows: Beginning at a point on the east line of the northeast quarter of the northeast quarter of section 27, township and range as aforesaid, 180 feet northerly measured at right angles from the center line of said north main track, thence westerly, parallel to, and 180 feet distant, measured at right angles, from said center line 700 feet; thence south to a point 100 feet northerly, measured at right angles, from said center line of north main track; thence westerly parallel to, and 100 feet distant, measured at right angles, from said center line to the west line of said northeast quarter of the northeast quarter; thence south along said west line to a point which is 110 feet southerly from said center line, measured at right angles thereto; thence easterly parallel to, and 110 feet distant, measured at right angles from said center line to the east line of said quarter quarter; thence north to place of beginning, also, a strip of ground 130 feet in width through the northwest quarter of the northeast quarter and the east half of the northwest quarter of said section 27. Said strip being bounded on the northerly side by a line which is parallel to, northerly from and sixty feet distant, measured at right angles from said center line, and bounded on the southerly side by a line which is parallel to, southerly from and seventy feet distant, measured at right angles from said center line; also a strip of ground 210 feet in width through the west half of the northwest quarter of said section 27, said strip being bounded on the northerly side by a line which is parallel to, northerly from and 100 feet distant measured at right angles from said center line, and bounded on the southerly side by a line which is parallel to, southerly from and 110 distant, measured at right angles from said center line. Containing in all thirty and twenty-three one hundredth acres, more or less.

In witness whereof this Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Montgomery county, Iowa.

Dated at Des Moines, Iowa, December 23, 1902.

No. 2563.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.  
In the matter of the petition of the Mason City & Fort Dodge Railway company for permission to condemn certain lands in Fayette county, Iowa.

In the matter of the petition of the Mason City & Fort Dodge Railway company for permission to condemn certain lands as provided by section 1998 of the Supplement to the Code of Iowa of 1902, in Fayette county, State of Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Mason City & Fort Dodge Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railway company, to wit:

Commencing on the south section line at a point 212 feet west of the southeast corner of the southwest quarter of the southeast quarter of section 9, township 91, north, of range 10, west of the fifth P. M, Fayette county, Iowa; thence north 100 feet, thence west 2,265 feet more or less to the Little Wapsie river, thence south 100 feet to the south line of said section, thence east 2,265 feet more or less to the place of beginning, containing five and twenty hundredths acres, more or less.

Nothing herein shall give the railway company the right to occupy or in any way disturb, impair or injure the highways crossing or running along the property aforesaid.

It is expressly provided, however, that the Mason City & Fort Dodge Railway company shall, in the original construction of its railway, construct, build and maintain a bridge over what is known as Otter creek, said bridge to be not less than one hundred feet in length and sufficiently wide at the creek bed to provide adequate and free passage of all water, and that the channel of said Otter creek shall not be changed or diverted in such a way as to materially impede or obstruct the flow of water therein. And it is further provided that the said railway company shall take proper and due care of all the water that may accumulate in the borrow-pit and excavation which may be made in and upon the property aforesaid in such a manner that no damage shall be done thereby to any adjoining property, and the right to condemn and acquire the real estate aforesaid shall be made to depend upon the conditions herein expressed and imposed upon said railway company.

In witness whereof this Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Fayette county, Iowa.

Dated at Des Moines, Iowa, April 9, 1903.

No. 2564—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

In the matter of the petition of the Mason City & Fort Dodge Railway company for permission to condemn certain lands in Fayette county, Iowa.

In the matter of the petition of the Mason City & Fort Dodge Railway company for permission to condemn certain lands as provided by section 1998 of the Supplement to the Code of Iowa of 1902, in Fayette county, State of Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Mason City & Fort Dodge Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners the additional lands described in said application are necessary for the use of such railway company, to wit:

A strip of land seventy-five feet in width across the northwest quarter of the northwest quarter of section 17, township 91, north of range 10, west of the fifth P. M., Fayette county, Iowa, lying adjacent to and parallel with the south right of way line of the Mason City & Fort Dodge Railway company, except the west 183 feet thereof.

In witness whereof this Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Fayette county, Iowa.

Dated at Des Moines, Iowa, April 9, 1903.

No. 2565—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

In the matter of the petition of the Newton & Northwestern Railroad company for permission to condemn certain lands in Story county, Iowa.

In the matter of the petition of the Newton & Northwestern Railroad company for permission to condemn certain lands as provided by section 1998 of the Supplement to the Code of Iowa of 1902, in Story county, State of Iowa, the Board of Railroad Commissioners of the State of Iowa do hereby certify that upon the application of the Newton & Northwestern Railroad company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railroad company, to wit:

A strip of land 100 feet in width, commencing at the north and south quarter line of section 32, township 83, range 24, and extending in a southeasterly direction, parallel to and adjoining the north line of the right of way now owned by

said Newton & Northwestern Railroad company, a distance of 1,480 feet and containing thirty-eight one hundredths acres;

Also a strip of land fifty feet in width, parallel to and adjoining the south line of the right of way of the said Newton & Northwestern Railroad company, across the northwest quarter of said section, containing forty-eight one hundredths of an acre;

Also a strip of land fifty feet in width, commencing at a point on the north and south line which is 556.9 feet east of the north and south line of said section 32, and running thence in a southeasterly direction parallel to and adjoining the south line of the right of way of said Newton & Northwestern Railroad company, to the north line of Van Fleet street in the town of Kelley and containing eighty-eight one hundredths of an acre, and being in said section 32;

Also a piece of land in the southeast quarter of the southeast quarter of section 32, bounded and described as follows: Commencing at the intersection of the north line of the right of way of the said Newton & Northwestern Railroad company and the east line of the right of way of the Chicago & North-Western Railway company, and running thence in a northeasterly direction along the east line of the right of way of the said Chicago & North-Western Railway company a distance of 337 feet, thence in a southeasterly direction 560 feet to a point which on the north line of the right of way of the said Newton & Northwestern Railroad company is 337 feet in a southeasterly direction from the point of beginning, thence in a northwesterly direction along said north line of said right of way to the place of beginning and containing one and two-tenths acres.

In witness whereof this Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Story county, Iowa.

Dated at Des Moines, Iowa, June 26, 1903.

No. 2566—1903.

SABULA DRAWBRIDGE INTERLOCKER.

In reference to approval of changes in the Sabula drawbridge interlocking system on Chicago, Milwaukee & St. Paul Railway. On October 24, 1902, Mr. W. H. Elliott, signal engineer of the Chicago, Milwaukee & St. Paul Railway Company, wrote the Board as per the following letter:

Owing to changes in station platform at Sabula, which is west of the drawbridge, we have found it impossible to run our wires to distant signals Nos. 5 and 7 so that they can be operated with any certainty. The distances are entirely too long from the interlocking machine. Will you please approve of my changing signal No. 7 for west bound main line trains to a power operated signal and have this signal work in connection with the home signal and the home block signal which we have put in new location, which is marked in red on plan?

Distant signal No. 5, on the Elk river line, we would prefer to take out altogether, as there are but few trains now using this line. Practically no trains run by the station without making stops, and therefore the distant signal is not needed.

You will remember we have an electric distant signal working on the east side of the river, and have found the same very satisfactory, and want to put in the same kind of arrangement for east bound trains.

Kindly approve these plans and return one to me for my file.

Upon examination of the plans showing proposed changes, the Board approved the same on December 4, 1902.

No. 2567—1903.

## INTERLOCKER AT ROWAN.

*To all whom it may concern:*

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago Great Western Railway company with the tracks of the Burlington, Cedar Rapids & Northern Railway company at or near Rowan station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 13th day of December, 1902.

No. 2568—1903.

## INTERLOCKER AT ARION.

*To all whom it may concern:*

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago, Milwaukee & St. Paul Railway company, with the tracks of the Chicago & North-Western Railway company, and the Fort Dodge & Omaha Railroad company (Illinois Central Railroad company), at or near Arion station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 3rd day of February, 1903.

No. 2569—1903.

## INTERLOCKER AT HICKS.

*To all whom it may concern:*

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago & North-Western Railway company with the tracks of the Chicago Great Western Railway company, at or near Hicks station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa, has caused these presents to be signed by its chairman and attested by its secretary, this 9th day of March, 1903.

No. 2570—1903.

## INTERLOCKER AT IOWA FALLS.

*To all whom it may concern:*

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Illinois Central Railroad company with the tracks of the Chicago, Rock Island & Pacific Railway company, at or near Iowa Falls station, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 4th day of May, 1908.

No. 2571—1903.

INTERLOCKER AT CAMBRIDGE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago, Milwaukee & St. Paul Railway company, with the tracks of the Des Moines, Iowa Falls & Northern Railway company, at or near Cambridge station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 12th day of May, 1908.

No. 2572—1903.

INTERLOCKER AT WASHINGTON.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago, Milwaukee & St. Paul Railway company with the tracks of the Chicago, Rock Island & Pacific Railway company, at or near Washington station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 25th day of May, 1908.

No. 2573—1903.

INTERLOCKER AT CAPRON.

To all whom it may concern:

KNOW YE, That the interlocking device with its various parts and appliances, situated at the crossings of the tracks of the Chicago, Milwaukee & St. Paul Railway company with the tracks of the Iowa Central Railway company at or near Capron station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 29th day of May, 1908.

No. 2574—1903.

INTERLOCKER AT MANLY.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago Great Western Railway company with the tracks of the Chicago, Rock Island & Pacific Railway company and Iowa Central Railway company, at or near Manly Junction station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing with-

out stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 3rd day of August, 1903.

No. 2575—1903.

INTERLOCKER AT MOORLAND.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Mason City & Fort Dodge Railway company with the tracks of the Chicago, Rock Island & Pacific Railway company, at or near Moorland station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said board of Railway Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 21st day of September, 1903.

No. 2576—1903.

INTERLOCKER AT SOMERS.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago, Rock Island & Pacific Railway company, with the tracks of the Mason City & Fort Dodge Railway company, at or near Somers station, Iowa, having been

duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 21st day of September, 1903.

No. 2577—1903.

INTERLOCKER AT LOHRVILLE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Mason City & Fort Dodge Railway company and Chicago & North-Western Railway company with the tracks of the Chicago, Milwaukee & St. Paul Railway company at or near Lohrville station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered that the said interlocking device be, and the same is hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train, must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change, without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 21st day of September, 1903.



No. 2578—1903.

## INTERLOCKER AT LINBY.

*To all whom it may concern:*

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago, Milwaukee & St. Paul Railway company with the tracks of the Chicago, Burlington & Quincy Railway company at or near Linby station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

Now, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person, or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 27th day of October, 1903.

No. 2579—1903.

## INTERLOCKER AT CAMBRIDGE.

*To all whom it may concern:*

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossings of the tracks of the Chicago, Milwaukee & St. Paul Railway company and the Des Moines, Iowa Falls & Northern Railway company, with the tracks of the Newton & Northwestern Railway company, at or near Cambridge station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

Now, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to wit:

*First*—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this 21st day of November, 1903.

No. 2580—1903.

## INTERLOCKER AT WEST KEITHSBURG.

*To all whom it may concern:*

KNOW YE, that the interlocking device, with its various parts and appliances, situated at the drawbridge of the Iowa Central Railway company, over the Mississippi river, at or near West Keithsburg station, Iowa, having been duly inspected and examined under the authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

Now, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is hereby approved, in manner and form as the same is now constructed, and these presents shall authorize the above-mentioned railway company to run said drawbridge without stopping, until the further order of this Commission; subject, however, to the follow conditions, to wit:

*First*—Said company shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

*Second*—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said bridge. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of trainmen to readily stop train within safe distance should danger appear between distance signal and bridge, or at bridge.

*Third*—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, the said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary at Des Moines, this 27th day of November, 1903.

No. 2581—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

In the matter of the Eighteenth Street Viaduct in the city of Des Moines, Iowa.

Filed March 4, 1902.

## OPINION.

This is a proceeding, prosecuted by certain of the citizens of the city of Des Moines, who, acting for themselves and also for said city, asking the Board of Railway Commissioners, under section 770 of the Code of 1897, to determine whether or not a viaduct is necessary for the public safety and convenience over the Keokuk & Western Railway, and also asking for the approval of the plans and specifications of said viaduct submitted therewith.

Said section provides as follows:

Cities having a population of seven thousand and over shall have power to require any railroad company, owning or operating any railroad tracks upon or across any public streets of such city, to erect, construct, reconstruct, complete and maintain, to the extent hereinafter provided, any viaduct upon or along such streets, and over or under such tracks, including the approaches thereto, as may be declared by ordinances of such city necessary for the safety and protection of the public. The approaches to any such viaduct shall not exceed a total distance of eight hundred feet, but no such viaduct shall be required on more than every fourth street running in the same direction, and no railroad company shall be required to build or contribute to the building of more than one such viaduct, with its approaches, in any one year, nor shall any viaduct be required until the Board of Railroad Commissioners shall, after examination, determine the same to be necessary for the public safety and convenience, and the plans of said viaduct, prepared as hereinafter provided, shall have been approved by said Board.

The Board of Railroad Commissioners fixed 1 o'clock, P. M., March 25, 1902, for the hearing of this proceeding. At the time so fixed, the citizens who were interested therein, and also as representatives of the city of Des Moines, namely: Geo. B. Peak and Geo. F. Henry, appeared for and in behalf of the applicant. The Keokuk & Western Railway appeared by its general manager, Mr. A. C. Goodrich. The Board, upon this hearing, duly inspected the premises and also the highway leading to and along said Eighteenth street. In addition to such inspection the parties also presented their views respecting the necessity of such viaduct as well as the opposition of the railway thereto. The municipal council of the city of Des Moines adopted an ordinance passing upon the necessity of said viaduct, and demanding that such viaduct be constructed. The Board of Railroad Commissioners, who are also required to pass upon the necessity of such viaduct, are obliged to consider many things which do not and can not be taken into consideration by the said city council.

That subsequent to this hearing there was filed with the Board of Railroad Commissioners the following:

## CITY CLERK'S OFFICE,

DES MOINES, IOWA, July 26, 1902.

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

I, E. R. Bennett, city clerk of said city, hereby certify that at a meeting of the City Council of said city of Des Moines, held on the 21st day of July, 1902, among other proceedings the following was adopted:

No. 946. *Be it Resolved by the City Council of the City of Des Moines:* That the accompanying plans and specifications for a viaduct over the Keokuk & Western, or Chicago, Burlington & Quincy Railroad on West Eighteenth street (or the Bloomfield Road) which have been approved by the Board of Public Works be and the same are hereby approved, it being distinctly understood that if such viaduct shall hereafter be ordered by the Honorable Railroad Commissioners of the State of Iowa to be built by said railroad companies or either of them, the same shall be built without any expense to the city for damages to abutting property owners or otherwise.

Moved by Prunty to adopt. Motion carried. Yeas, 8; nays, none. Van Dyck not voting.

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

E. R. BENNETT, City Clerk.

Subsequent thereto on or about January 22, 1903, the following paper was filed with the Board:

## CITY CLERK'S OFFICE,

DES MOINES, IOWA, January 22, 1903.

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

I, E. R. Bennett, city clerk of said city, hereby certify that at a meeting of the City Council of said city of Des Moines, held on the 19th day of January, 1903, among other proceedings the following was adopted:

No. 1919. *Be it Resolved by the City Council of the City of Des Moines:* That roll call No. 946, passed July 21, 1902, whereby the plans and specifications for a viaduct over the Keokuk & Western or Chicago, Burlington & Quincy Railroad on west Eighteenth street (or the Bloomfield Road) were approved, said viaduct, if ordered by the Railroad Commissioners of the State of Iowa, to be built without expense to the city for damages to abutting property owners, be and the same is hereby rescinded and repealed.

Moved by Van Dyck to adopt. Motion carried. Yeas: Brereton, Fraley, Harley, Higgins, King, Prunty, Smith, Van Dyck and Whitney (9); nays, none.

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

E. R. BENNETT, City Clerk.

It would seem from the foregoing that there is no provision made for the plans or specifications or the approval thereof of the City Council. It will also be observed that there is no provision made for the appraising, assessing and determining the damages which may be caused to any property by reason of the construction of the viaduct and its approaches as provided for in section 771 of the Code. And the Board is of the opinion that this matter is not now in such a condition as to authorize it to take any action thereon.

It will be observed that, as a matter of fact, while no estimate has been filed with the Board with reference to the cost and expense of the construction of this viaduct, the parties hereto at the time of the hearing promised and agreed to submit such estimate to the Board. From the Board's observation and knowledge of the usual and ordinary construction of such a viaduct it is the opinion of the Commission on the present showing they would be inclined not to approve the construction of the viaduct at this point and especially is this true where the viaduct does not include the Chicago Great Western Railway but only the track of the Keokuk & Western Railway which runs parallel to and with the Chicago Great Western Railway.

Des Moines, Iowa, April 9, 1903.

No. 2582 1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

CHARLES E. ROOT,

v.

THE BURLINGTON, CEDAR RAPIDS &  
NORTHERN RAILWAY COMPANY.} *Petition for Cattle Guard at Farm  
Crossing.*

Complaint filed October 8, 1902.

## OPINION OF THE BOARD.

The petition filed in this case was as follows:

Comes now Charles E. Root in above-entitled cause and respectfully states to the Board: That the Burlington, Cedar Rapids & Northern Railway company, defendant, is a railway corporation duly organized under the laws of the State of Iowa, and doing business in the State of Iowa and in Keokuk county, Iowa, and that said company has an office for the transaction of business at and is located at the towns of Webster and of South English both in the county of Keokuk and State of Iowa, and is and has been for some time last past operating a railway upon and along its right of way which it owns which runs through my (plaintiff's) farm and land described below, I (plaintiff) owning land on both sides of its right of way, and that the said corporation, under and by virtue of section 2022 of Code of Iowa, is authorized and it is made the duty of said corporation, when so requested to do, to make and keep in good repair one cattle guard, and one causeway or other adequate means of crossing the same at such reasonable place as may be designated by the owner, when said owner owns land on both sides of any railway, and I (the plaintiff) aver that one M. A. Strock is and on February 18, 1902, was station agent of said corporation at South English, Keokuk county, Iowa; and that one Albert Kalona is and at last above said date was section foreman of the section of the defendant's railway which runs through my (plaintiff's) land described below, and I (the plaintiff) aver that he did notify and request said corporation through its agents, M. A. Strock and Albert Kalona, in writing, which is hereto attached marked Exhibits "A" and "B" and made a part of this petition, to make and keep in good repair one cattle guard, and one causeway at the reasonable place designated in said notice and request, said notice and request having been served on date as given on return of same, by my (plaintiff's) duly authorized agent. I (plaintiff) further aver that said corporation (defend-

ant) has failed, neglected and refused to comply with said request and notice and has failed to make said cattle guard or causeway or other adequate means of crossing the same either at the place designated in said request or any other place on my (plaintiff's) land. I (plaintiff) further aver that I am the owner of and own all the following described land situated in county of Keokuk and State of Iowa, except the strip owned by said corporation (defendant) and used as their right of way in operation of their railway, to wit: The west half of the northeast quarter of section 27, township 77 north, range 11, west of fifth principal meridian in Keokuk county, Iowa, and that said land is situated on both sides of said corporation's (defendant's) right of way and railway which runs through said land. I (the plaintiff) further aver that I am personally interested therein, and the owner of said real estate, and that I sustain, and will in the future sustain, damage by the nonperformance of said duty, and by the failure of the said corporation (defendant) to make and keep in good repair said cattle guard and causeway or other adequate means of crossing the same being largely interested in farming and stock raising. That performance has been demanded by me (plaintiff) and refused and neglected by said corporation (defendant); that I (plaintiff) am a farmer and carry on the business of farming and raising stock and my said business makes it necessary for me to often cross said corporation's (defendant's) right of way oftener than daily, and that said cattle guard and causeway is an actual necessity as well as a convenience of mine (plaintiff) there being no adequate means of crossing said corporation's (defendant's) right of way. That I (plaintiff) have been damaged by the failure, neglect and refusal to perform said duty in the sum of five hundred dollars.

Wherefore, I (plaintiff) move and request the honorable Board to order, and I pray for an order commanding the said corporation to forth with make and keep in good repair one cattle guard and one causeway, at the place designated in said notice (plaintiff) and request of mine (plaintiff) to said corporation (defendant) as set out in said Exhibits "A" and "B" and made part of this petition, and that said corporation (defendant) may be enjoined and restrained from refraining, failing or refusing or neglecting the performance of said duty, and that I (plaintiff) have and recover of defendant the sum of five hundred dollars with interest and costs of this request.

CHARLES E. ROOT,  
By A. M. ASHCRAFT,  
Attorney for Charles E. Root.

To the foregoing the railway company filed an answer as follows:

Comes now the Burlington, Cedar Rapids & Northern Railway company and for answer to the complaint or petition of Charles E. Root herein, says:

First. It admits that it is a railway corporation organized and existing and was operating a road as stated in said complaint.

Second. For further answer it states that it is informed and believes that the complainant is the owner of about eighty acres of land adjoining the right of way of said railway company; that said railway line divides said eighty acres, about forty acres being on the south side of the track and forty acres on the north; that complainant's dwelling, barn and outhouses are about one quarter of a mile north of the track of the said railway company; that there has been constructed and is now maintained over the tracks of the railway company a private crossing at grade, with gates and approaches, which crossing is in good condition, and has been so constructed and maintained for a number of years; that said crossing is so located as that a person at the crossing can see and does have a clear view of the train for one half of a mile approaching in either direction; that the crossing so constructed and maintained by said railway company is entirely adequate and furnishes to the complainant an adequate means of crossing the right of way and track of said railway company; that a cattle guard or cattle guards would have no tendency whatever to make the crossing more adequate, nor furnish to the complainant a more adequate means of crossing the said right of way and railway track; that the present private crossing so constructed and maintained was so constructed at that point at the suggestion of the complainant herein or his grantors; that the complainant has never asked that the location of said crossing be changed; that the complainant does not in his written notice ask that there shall be any change in the location of the present crossing, and in his complaint admits that there is a private crossing on his farm.

The railroad company admits that it has declined to construct any cattle guard at this crossing, and avers that it so declines to construct the same for the reason that a cattle guard would not in any manner tend to make the present crossing more adequate, and for the reason that there is already a sufficient and adequate crossing across this right of way and track where it passes through the land belonging to the complainant.

Wherefore it asks that the complaint be dismissed.

CARROLL WRIGHT,  
JOHN L. DILLE,  
Attorneys for B. C. R. & N. R.

After due notice the Board fixed November 25, 1902, on the premises, for a hearing in this case, at which time and place testimony was introduced by the complainant. The railway company introduced no testimony at that time. The respondent company was represented by Mr. Carroll Wright, its attorney, and the complainant by himself and his attorney, Mr. A. M. Ashcraft.

At the close of the hearing the Board announced that at a later date, in the office of the Board at Des Moines, Iowa, the Commissioners would hear arguments of counsel and such further testimony as either party might desire to introduce. January 28, 1903, 10 o'clock, A. M., was fixed as a date for such hearing and due notice was given all parties. The complainant appeared by Mr. C. T. Jones, attorney, the respondent company being represented by Mr. Carroll Wright, attorney.

The railway company introduced some testimony with reference to the cost of building and maintenance of crossings with cattle guards, etc., and the attorneys argued the case before the Board.

This is a proceeding brought under section 2022 of the Code, to compel the building of cattle guards, including wing fences, at private or farm crossings.

The undisputed facts are that plaintiff is owner of the west half of the northeast quarter of section 27, township 77, range 11; that the defendant's railway crosses said land in an easterly and westerly direction, having about thirty acres on the north side of the right of way and sixty acres on the south side; that his farm buildings are on the north side of the right of way; that the plaintiff has a grade crossing at a suitable place with adequate gates to approaches thereto. The evidence of plaintiff shows that the land is used for general farming purposes, including the raising of live stock; that he has at this time seven head of horses, including work horses, and seven head of cattle; that his water (well) is on the north side of the right of way, and that no effort has been made by him to obtain water on the south side of the right of way. The evidence of defendant shows that the crossing in question is the kind of crossing that is used generally at farm or private crossings in this State; that to put in cattle guards and wing fences as asked by petitioner would entail an expense of about sixty dollars for surface guards and about eighty dollars for pit guards; that such guards are a menace to the safety of employes running trains and to the general public traveling on railways.

The counsel for plaintiff in arguing the case says: "We admit the petitioner is not entitled to cattle guards and wing fences as a right, and these must be shown to be necessary to the proper use of the premises before the Commission will be warranted in ordering them put in."

Counsel cites *Boggs v. Railway*, 54 Iowa, 435, and *Gray v. Railway*, 37 Iowa, 119, to sustain his contention that cattle guards and wing fences are necessary in this case, but in both of these cases the supreme court decides that the plaintiff is entitled to an open crossing to reach the public highway, which is not the case in this action, as plaintiff has free access to the public highway without crossing defendant's tracks.

The location and character of such crossing must be determined with due regard for all interests involved in its construction and maintenance,—among these are the reasonable use which the land owner desires to make of it, its expense, and the effect it will have upon the operation of the railway and the safety of life and property. In *Truesdale v. Jensen*, 91 Iowa, 312, the court says: "The land owner cannot dictate the kind of a crossing he will have."

There is no question but that crossing the right of way of a railway is inconvenient for owners of farms, but private inconvenience must always be subservient to the public welfare.

A former Board of Commissioners in its Annual Report for 1896, says:

The experience common to everyone using the railway as a means of travel and the official inspection of the roads made by the Commissioners impresses us with the dangers arising from the careless and hence criminal neglect to keep closed the gates connected with these farm crossings.

With the kind of a crossing asked by the plaintiff in this case, the temptation to leave the gates open would be greatly increased.

We think this plaintiff has a crossing fully equal to the ordinary farm crossing in this State; that he has not shown that cattle-guards and wing fences are necessary to the proper use of the premises as a farm.

The order is denied.

The cases of *J. B. Flory v. Same*, *J. W. Grove v. Same*, and *J. H. Wagner and F. D. Grove v. Same*, being of the same character, the testimony introduced being practically the same, the arguments made applying to all cases alike, the Board makes the same holding with reference thereto.

Des Moines, Iowa, April 9, 1903.

No. 2583—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

F. H. LONG, MANNING,

v.

MASON CITY & FORT DODGE RAILWAY  
COMPANY.

} Farm Crossing.

Complaint filed October 17, 1902.

DECISION OF THE BOARD.

F. H. Long, by Attorneys Salinger & Korte, filed a complaint before the Board of Railroad Commissioners asking that a hearing be granted to him and an order made requiring the Mason City & Fort Dodge Railway company to furnish the complainant a private crossing, which complaint is substantially as follows:

He is the owner of a tract of ninety acres located in the northwest quarter of section 17, township 82, range 36, Carroll county, Iowa. Immediately to the south of the southern portion of his said land lies the incorporated town of Manning, Iowa. On the west and south, one Briggs, owns seventy acres, and on the east lies a tract of 100 acres owned by Levan; all of which fully appears by the plat hereto attached as a part hereof and marked Exhibit "A."

The said respondent has lawfully laid out a right of way whereon to operate its railroad, and said right of way runs diagonally from northeast to southwest, traversing a part of the tracts owned by Levan, complainant, and Briggs. Said right of way is 100 feet wide. Before said right of way was established and laid out, the stream marked F, G, H, on said plat existed as is shown on said plat. At the point where the private road A, B, C, crosses the line of said stream, complainant has in the past maintained a bridge, which has been taken out by high water, and which he cannot replace without encroaching on said right of way. By reason of the establishment of said right of way, a new stream has been created, which is shown on said plat by the line D, E. The line A, B, C, found on the plat, shows the location of a private road, which complainant has traveled over his own land and to said town for many years, and said road

forms his only outlet to said town. By reason of the existence of said right of way, complainant can no longer reach all parts of this land, and the said town, by said road, or directly in any other way, unless the respondent furnishes him a grade crossing, such as indicated by the double blue lines on said plat.

The said respondent refuses to furnish the said crossing but proposes instead, to furnish one such as is designated on the said plat by a parallelogram marked in red lines.

Your complainant states that the said proposed crossing is inadequate and would put him to great damage and inconvenience; that it would oblige him to leave the said road at the point where it crosses the said old stream, to make a new road from said point west, to build a bridge over said old stream at the western end of such new road, to make a new road south to the crossing proposed by respondent, to build a bridge over said new stream, to make a crossing over part of respondent's right of way, to make a new road from the line of said right of way to the old road connecting with said old road at a point east of said offered crossing and south of where the said old road intersects the old stream and that this would entail traveling a distance west and then returning that distance to the east. That the said crossing which complainant desires is adequate, and proper and practicable and at a reasonable expense; that said respondent refuses to furnish said crossing.

Wherefore your complainant prays that a hearing may be granted to be held at Manning, Iowa, and that your Honorable Body order the respondent to furnish the said crossing indicated on the said plat by said double blue lines.

Thereupon proper notices were given the railway company with reference to such complaint and reply was made thereto by its attorneys, Healy Brothers & Kelleher. Subsequent thereto, at Carroll, the matter was presented to the Board informally, all interested parties being present, and it was then represented by the railway company that they would send the engineer to the premises owned by Mr. Long and try to amicably adjust the same. The Board was advised from time to time that the railway company was willing and disposed to arrange the matter of controversy to the satisfaction of Mr. Long. From subsequent developments the Board reached the conclusion that there could not be a satisfactory arrangement made between the landowner and the railway company, and after an examination of the conditions existing with reference to this controversy the Board reaches the conclusion that the railway company shall construct and maintain a proper and suitable crossing at the surface grade or at such reasonable elevation as the circumstances demand which shall include the construction, by the said railway company, of a bridge crossing the Nishnabotna creek, as same is diverted by said railway company, with a sixteen-foot roadway at a point commencing on the north side of the right of way of the railway company two hundred (200) feet westerly of the west line of the private road of Mr. Long, which is now, or before the construction of the railway was, in use by him; thence at a right angle across the railway company's right of way to intersect said private road on the south side of the railway company's right of way, and said railway company is hereby requested, directed and ordered to construct said crossing as herein provided within forty (40) days from date hereof.

Des Moines, Iowa, May 5, 1903.

I, Dwight N. Lewis, secretary of the Board of Railroad Commissioners of the State of Iowa, do hereby certify the attached to be the decision and order of the said Board in the case of *F. H. Long v. Mason City & Fort Dodge Railway Company*, made and entered of record this 5th day of May, 1903.

No. 2584—1903.

BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF IOWA.

*In the matter of Amendment No. 4 to Iowa Classification No. 12.*

In this matter notice was issued as follows:

STATE OF IOWA,  
BOARD OF RAILROAD COMMISSIONERS.

NOTICE OF CHANGE AND REVISION OF RAILROAD COMMISSIONERS' CLASSIFICATION.

*To whom it may concern:*

Notice is hereby given that in pursuance of law the Board of Railroad Commissioners of the State of Iowa will on Tuesday, May 5, 1903, at 2 o'clock P.M. meet at its office in Des Moines, Iowa, for the purpose of making such changes or revisions in its classification of freights as it may determine just and reasonable, and any and all persons who may be interested therein are invited and requested to appear before the Board on that day.

THE BOARD OF RAILROAD COMMISSIONERS,  
By DWIGHT N. LEWIS,  
Secretary.

Des Moines, Iowa, April 9, 1903.

The following changes, among others, have been requested:

	Classification Proposed.	
<i>Feed</i> , including gluten meal, N. O. S.....	C. L. Corn Tariff Rates	
<i>Glucose Refuse</i> , N. O. S.....	C. L.	E
<i>Fish Globes</i> .....	L. C. L.	3
<i>Sticky Fly Paper</i> .....	L. C. L.	2
<i>Diamond Vise</i> , boxed.....	L. C. L.	4
<i>Manila Wrapping Paper</i> .....	At present not rated.	
<i>"Ocean Waves"</i> .....	At present not rated.	
<i>Oil Barrels</i> , empty, returned.....	L. C. L. 4th class.	
<i>Oil in Barrels</i> .....	L. C. L.	4
<i>Castor Oil in Barrels</i> , for lubricating purposes.....	L. C. L.	3
<i>Cereal Products</i> , N. O. S.....	L. C. L.	4
<i>Wire Fence Stretchers</i> (not barbed wire stretchers) at present not rated.		
<i>Steel Couches</i> , folded.....	L. C. L.	1 1/2
<i>Stone</i> (all kinds), crushed, for roadmaking purposes.....	L. C. L.	4
	C. L. Soft Coal (lump) rates to correct error of omission in Amendment No. 3.	

CLASSIFICATION OF RAILROADS.

Rearrangement of, on account of change of names, etc.

Subsequent to the issue of the foregoing notice, the U. N. Roberts Company, of L'avenport, Iowa, filed a request with the Board that the following changes should be made in Iowa Classification No. 12:

"*Doors*—Common pine, redwood, fir, cypress, or cedar, glazed with other than plate, leaded or stained glass, L. C. L. 4." This to follow the Western Classification.

On the day named in the notice the Board met at its office in Des Moines, Iowa, and called up the subjects as they appeared in the notice.

In the matter of feed, including gluten meal, N. O. S., and glucose refuse, N. O. S., the rating asked for by Mr. J. N. Tittlemore, general freight agent Iowa Central Railway company, was not objected to.

In reference to fish globes, the Iowa Seed Company, of Des Moines, had submitted evidence that in official classification fish globes are rated same as glass-ware, fourth class; that by the Iowa and Western Classification the rate is double first class. It was contended on the part of the railway companies that fish globes are not shipped by freight in Iowa to any extent and that on the shipments complained of by the Iowa Seed Company, the Western Classification would apply. There being no representative of the Iowa Seed Company at the meeting, although notice had been sent that company, this question was passed for further information.

In the matter of rate asked for on sticky fly paper no objection was entered by the railway companies represented.

It appeared that the Diamond Vise was in reality a vise and anvil combined, and no objection was made to the application of Western Classification on such articles.

The subjects of Manila wrapping paper and "ocean waves" were passed as rulings had already been made covering these articles.

In the matter of oil barrels, empty, returned, it was shown by the oil companies represented at the hearing, that ale, beer, mineral water and porter barrels were allowed one-half fourth class rates when being returned for refilling. The railway companies represented objected to the one-half fourth class rates being given, on the ground that it was too low; that cider and vinegar barrels took fourth class rate when being returned, and were less objectionable as freight than the oil barrels, and that the one-half fourth class rate on the barrels referred to by the oil shippers had always been regarded as too low by many of the railway companies.

On the subject of oil in barrels objection was made to the rate asked for on the ground that it was lower than the rate granted anywhere in the West by railway companies; that it would have the effect of reducing the rate all over the West without any benefit to the consumer, and that the railway companies' revenue should not be reduced without some benefit accruing to the consumers. Considerable argument was offered on both sides of this proposition.

On the subject of castor oil in barrels, for lubricating purposes, no objection was offered to the rates asked for.

In the matter of cereal products, N. O. S., no objection was offered to the application of Western Classification rates (L. C. L. 4, C. L. 5).

On the subject of fence stretchers for woven wire fence (not barbed wire fence stretchers) no objection was made to the application of the same rating as applies on woven wire fence.

On the subject of steel couches, folded, no objection was made to the rating asked for.

On the subject of stone, as this was merely to supply an omission, no discussion was had.

On the subject of doors, common pine, etc., no objection was made to the amended reading as asked for by the U. N. Roberts Company of Davenport.

On the subject of amended classifications of railroads, the matter was postponed for further consideration.

There were present, representing the oil shippers, Messrs. G. H. Ruth of Marshalltown, G. Collins of Cedar Rapids, and A. J. Andrews of Des Moines. The railway companies were represented as follows: Chicago, Rock Island & Pacific Railway company by Mr. R. A. Belding; Chicago, Milwaukee & St. Paul Railway company by Messrs. R. F. Weeks, Commercial Agent and C. H. Crooks, Chief Clerk; Chicago, Burlington & Quincy Railway company by Messrs. W. B. Hamblin, Assistant General Freight Agent, W. H. Hill, Division Freight Agent and R. A. Belding, Commercial Agent; Illinois Central Railroad company by Mr. W. R. Bascom, Assistant General Freight Agent.

The Board took the matters presented to it under consideration, all members being present, and unanimously took the following action:

Feed, including gluten meal, N. O. S., C. L., Corn Tariff Rates.

Glucose refuse, N. O. S., C. L. E.

Sticky fly paper, L. C. L. 2.

Anvil and vise, including "Diamond Vise", L. C. L. 3.

Cider, vinegar and oil barrels, returned, L. C. L. one-half fourth class.

Castor oil, for lubricating purposes, same as lubricating oils, N. O. S.

Cereal products, N. O. S., in boxes or barrels, L. C. L. 4, C. L. 5. Fence stretchers, for woven wire fence, L. C. L. 4, C. L. 5. May be shipped with woven wire fencing.

Steel couches, folded, L. C. L. one and one-half.

Stone (all kinds), crushed, for roadmaking purposes, L. C. L. 4, C. L., soft coal (lump) rates.

This to correct error of omission in Amendment No. 3, as per circular issued on April 9, 1903; as follows:

IOWA BOARD OF RAILROAD COMMISSIONERS.

Circular No. 1 with reference to Iowa Classification No. 12.

To whom it may concern:

The Board of Railroad Commissioners of the State of Iowa in issuing Amendment No. 3 to Iowa Classification No. 12, taking effect May 10, 1902, inadvertently omitted the following:

Stone (all kinds) crushed for road building, L. C. L. 4, C. L. Soft coal (lump) rates.

This should have been made a part of item 51, page 85, Amendment No. 3, same as shown by Amendment No. 2 to Iowa Classification No. 12, effective December 31, 1901.

THE BOARD OF RAILROAD COMMISSIONERS.

By DWIGHT N. LEWIS,

Secretary.

Des Moines, Iowa, April 9, 1903.

Doors, glazed with other than plate, leaded or stained glass, common pine, redwood, cypress, fir, spruce or cedar, L. C. L. 4; also sash made of common pine, redwood or cypress, glazed with other than plate, leaded or stained glass, L. C. L. 3.

The Commissioners ordered that the changes above noted should be prepared as Amendment No. 4 to Iowa Classification No. 12, to be dated May 5, 1903, effective May 26, 1903, and in accordance therewith the following was prepared, notice ordered published as required by law, and all railway companies to be furnished with copies of the Amendment:

BOARD OF RAILROAD COMMISSIONERS, STATE OF IOWA.

AMENDMENT No. 4, TO IOWA CLASSIFICATION No. 12.

DATED MAY 5, 1903.

EFFECTIVE MAY 26, 1903.

Page.	Item.	Articles.	L. C. L.	C. L.
		<b>CARRIERS, EMPTY, RETURNED:</b>		
19	18	Cider Barrels, one-half fourth class, L. C. L. ....		
	40	Oil Barrels, one-half fourth class, L. C. L. ....		
	54	Vinegar Barrels, one-half fourth class, L. C. L. ....		
20	47	Cereal Products, N. O. S., in boxes or barrels. ....	4	5
21	13	Feed, N. O. S., including Gluten Meal and Cereal Poultry Meal. ....		{ Corn tariff rates.
34	25½	Fence Stretchers, for woven wire fencing. ....	4	5
		May be shipped with woven wire fencing at same rates.		
41	6½	Couches, steel folding. ....	1½	
45	23	Glucose Refuse, etc., dry in bulk, C. L. ....		E
51	29	Anvils and Vises combined, including "Diamond" vise. ....	3	
63	18	Doors, glazed with other than plate, leaded or stained glass: ....		
	15	Common pine, redwood, cypress, fir, spruce or cedar. ....	4	
	16½	Canceled.		
	17	Sash made of common pine, redwood or cypress, glazed with other than plate, leaded or stained glass. ....	3	
77	17½	Castor Oil, for lubricating purposes, in tin cans, boxed or in tin kegs with flat tops, inclosed in veneer or sheet metal jackets and in barrels, mixed car loads, min. C. L. weight 24,000 lbs. ....	3	4
84	6	Fly Paper, sticky. ....	2	
88	51	Stone (all kinds) crushed for road building. ....		{ Soft coal (lump) rates.
		This is to correct error of omission and does not affect ruling made by Amendment No. 3.		

By order of the Board of Railroad Commissioners of the State of Iowa.

Des Moines, Iowa, May 5, 1903.

DWIGHT N. LEWIS,  
Secretary.

The following notice was published as required by law in the *Iowa State Register* and the *Des Moines Capital*:

NOTICE OF CHANGE AND REVISION IN IOWA FREIGHT CLASSIFICATION.

To whom it may concern:

Notice is hereby given that the Board of Railroad Commissioners of the State of Iowa has revised its classification of freights, said revision to take effect May 26, 1903, and a copy of the same may be had by applying to the said Board at its office in Des Moines, Iowa.

By order of the Board of Railroad Commissioners.

DWIGHT N. LEWIS,  
Secretary.

Des Moines, Iowa, May 5, 1903.

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CASES CLOSED BY CORRESPONDENCE.

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## CASES CLOSED BY CORRESPONDENCE.

No. 2585—1903.

A. M. WRAY ET AL., Kalona,  
v.  
BURLINGTON, CEDAR RAPIDS & NORTHERN  
RAILWAY COMPANY. } *Drainage.*

Petition filed February 8, 1900.

Petition in this case was as follows:

*To the Honorable Board of Railroad Commissioners:*

The undersigned residents, citizens and land owners, situated at and near Kalona, Washington county, Iowa, do hereby make complaint to your honorable body, against the Burlington, Cedar Rapids & Northern Railway Company in this, to wit:

*First*—These petitioners represent and show that the town of Kalona is built and situated about one mile north of English river, upon a wide expanse of comparatively low grounds gradually rising from said river bank to the north, and that the only drainage there is for the town of Kalona and the country immediately to the west, north and east thereof, is into English river as aforesaid; but that there are no creeks or natural waterways extending through said town of Kalona and the territory contiguous thereto, as herein mentioned; but that all of said area is drained into said English river, by and through an artificial ditch, heretofore constructed over the north and west of said town of Kalona, down through said town, and then on southward to said river.

*Second*—That the Burlington, Cedar Rapids & Northern Railway company is engaged in the operation of a railroad east and west, through the south part of said town of Kalona, and that in the construction of its right of way, said railway company has established a grade four or five feet high over the entire length of said town; and that said railroad right of way passes over said ditch, at or about Shaver street in said city, having constructed and erected thereon an eighteen-foot bridge over the said artificial ditch, hereinbefore referred to.

*Third*—These petitioners represent to your honorable body that said artificial ditch at one time was of such size and capacity that it carried off, on all ordinary occasions, all of the surface water from the area which it drained; but that the said eighteen-foot bridge of the said railway company was, is and always has been inadequate and too small to permit to pass through it, all the water received by said artificial ditch in the drainage aforesaid, even when there was only an ordinarily large amount of water, arising from the heavy rains or a fast melting of the snow; and that on account of the insufficient size of said bridge, the said artificial ditch has become stopped and filled with trash, debris, dirt and other substances, so that it no longer has the capacity required for the function for which it was constructed; that for the accommodation of said drainage in the proper and lawful way, said bridge should be taken out and a thirty-six foot bridge placed there in its stead.

*Fourth*—These petitioners state to your honorable body that on account of the defective, insufficient capacity and smallness of said bridge of the said railway company, the property of these petitioners is overflowed in the spring of nearly every year by water coming from the north and west, flowing toward the south and backing up and gathering against the road bed of said railway company and spreading over their said real estate, and to their great damage and injury.



*Fifth*—These petitioners further state that upon application being made for county ditches before the board of supervisors of Washington county, Iowa, during the fall and summer of 1899, the said Burlington, Cedar Rapids & Northern Railway company, instead of furthering the interests of said matter and complying with the law and widening said bridge to the full size required for the drainage therein sought to be established, filed a large claim, to wit: One thousand dollars, with the board of supervisors and refused to enlarge said bridge, except upon payment of said sum. And that said matter is now pending before said board of supervisors, on the proposition of widening, deepening and clearing said artificial ditch from the trash, debris, dirt and other substances therein contained, and that said matter is awaiting the action of the railroad company in widening the said bridge, for the reason that it would be useless to deepen, widen or clean out said ditch, unless said railway bridge is enlarged.

Your petitioners have been advised and believe that it is the plain duty of the said railway company to enlarge said bridge, so that the same will accommodate all of the water received by the aforesaid ditch, in the drainage of the aforesaid area; and that it is not their duty, nor the duty of the taxpayers of Washington county, Iowa, or any part or portion thereof, to enlarge said bridge, or pay one thousand dollars or any other sum for said purpose.

Wherefor, these petitioners pray that under and by virtue of the powers vested in you by the laws of the State of Iowa, that there be a hearing on this matter; and that the said Burlington, Cedar Rapids & Northern Railway company may be required by an order, duly entered by your honorable body, commanding said railway company to enlarge said bridge to a thirty-six-foot bridge, so that the injuries and damages, which these petitioners have been and are sustaining, will cease, and thus your petitioners will ever pray.

A. M. WRAY,  
THOMAS BREWER,  
J. WAGNER,

and twenty-nine others.

The petition was taken up with the railway company and on May 11, 1900, reply was made as follows by Mr. W. P. Brady, general agent:

Replying to yours of the 9th inst., I will state that the company believes that the ditch complained of in the petition of the people of Kalona, addressed to your honorable Board, is now sufficient to take care of all the water that may come to it.

That if any overflow has occurred in the town of Kalona by reason of such ditch, it was because the same was not constructed in a straight manner and kept clean, but on the contrary was permitted to be filled with brush and other debris.

That the railway company protests against the claim that it should change and alter its railroad bridge over this ditch, for the reason that the bridge is now sufficient for all practical purposes contemplated when it was constructed.

That the bridge in the clear is now eighteen feet wide, which is sufficient for all drainage purposes, and to take down one abutment of the bridge and enlarge the bridge to the extent the petition calls for would entail an expense to the company of over \$900.

The whole trouble in this matter seems to be that the owners of property adjacent to this ditch have negligently and carelessly allowed trees and bushes to grow along its sides, and to use the bottom of the drain, when water was not running through it, as a dumping ground for tin cans and other debris, and that if the brush growing along its sides and the accumulations as above described in the bed of the ditch were removed, that there would be ample flowage room for all water that drains into it, without making any of the changes contemplated, except, perhaps, changing the course of the ditch where it winds through property in a very crooked way.

The Commissioners fixed June 15, 1900, for a hearing. On that date the Commissioners met all parties at Kalona, looked the ground over carefully and heard the testimony that was offered. On July 12th the Commissioners addressed the attorney for the petitioners as follows:

After giving the matter careful consideration, the Commissioners do not feel as though they should take any action in this case until the board of supervisors of Washington county have acted upon the petition which is before them. If the petition is granted by the supervisors and the ditch widened in compliance therewith, then, if the railway company refuses to provide the proper drainage under its track, this Commission will take the matter up and do what it can to compel the railway to do its lawful part. The case before this board will await the further action of your board of supervisors.

The Commissioners understand that adjustment was made that was believed to be satisfactory to all parties and time has developed that the difficulties have been removed.

Des Moines, Iowa, December 1, 1903.

No. 2586—1903.

J. B. DENNIS, Township Clerk, Traer, }

v. }

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY. }

*Dangerous highway crossing.*

Complaint filed June 4, 1900.

Complaint in this case was really made by the township trustees through Mr. J. B. Dennis, clerk, and is as follows:

This is to notify you that in Perry township, Tama county, we have a very bad and dangerous crossing on the Burlington, Cedar Rapids & Northern Railway, situated about one mile west of Traer, known as the Hartshorn crossing. This crossing has always been dangerous, but the railroad company has just completed raising its track about eight feet (we are informed); this additional height makes crossing exceedingly dangerous. The trustees of Perry township ask you to please come and look the situation over and decide the question of an underground crossing.

The officials of the Burlington, Cedar Rapids & Northern Railway company have looked it over and admitted the necessity of an underground subway, but we have been unable to get them to act. We request that you take this needed improvement up with the Burlington, Cedar Rapids & Northern folks at once; we want it done in 1900 if possible. The Burlington, Cedar Rapids & Northern stone masons are at Traer now constructing stone piers for crossing for Iowa and Western division of the Chicago & North-Western railroad, and maybe they could put this subway in after that is completed while men, etc., are here.

Yours,

JOHN YOUNG,  
A. ANTRIM,  
J. B. DENNIS.

Mr. W. P. Brady, general agent of the respondent railway company, on June 27, 1900, answered this complaint; also sending file of papers with reference to the crossing in question. Mr. Brady's letter is as follows:

Answering yours of the 5th and 26th inst., I enclose you herewith Burlington, Cedar Rapids & Northern Railway highway notice No. 163, known as the Hartshorn undertrack crossing in Tama county. A careful reading of all the papers attached to the cover of this notice, I think, will inform the board that the Burlington, Cedar Rapids & Northern Railway, at the time its grade was raised at this particular highway, was willing to put in an under-track crossing, but owing to the difference of opinion as to whether the township trustees, or the board of supervisors, were legally authorized to order this improvement; the former holding that they had the necessary authority to deal with the company, which opinion was contrary to that rendered by S. K. Tracy, our general solicitor, who held that only highway changes could be made with the knowledge and consent of the board of supervisors of the county, the work was not done at the time of the process of the reconstruction of our track in this vicinity. I think the Board will agree with me in the assertion that it was not the fault of the company that this delay occurred. The additional cost of this improvement now, over what it would have amounted to, if the under-track crossing had been made at the time of our track changes, is fully \$1,000. I desire now to make a proposition to the Board of Supervisors of Tama county, that if they will appropriate that sum of money, the company will do all the additional work required to convey this highway under its right of way and track at the point it is located in said county. Will you kindly have all papers enclosed herewith belonging to our files returned promptly when they have served your purpose?

The Commissioners, after carefully considering the papers enclosed to them, wrote the complainants giving their views in the following manner:

The Board took this matter up with the railway company and in reply thereto Mr. Brady writes the Board on June 27th, copy of which letter is enclosed. Mr. Brady enclosed copy of their files in this matter which includes letters and telegrams passing between the representa-

tives of the Burlington, Cedar Rapids & Northern Railway company, the township trustees, etc. From careful examination of these papers it seemed to the Board that the company agreed to construct an under-grade highway crossing eleven feet high in the clear and sixteen feet wide in the clear, without expense to the county, and that if the county desired greater head-room it would be provided for them at actual expense. It appears, however, that your county board of supervisors took no action with reference to this proposition and the company, of course, went on with the construction of its embankment.

The Commissioners are partial to either under-grade or overhead highway crossings wherever they can be constructed. In this connection we quote you from the Commissioners' report to the Governor submitted last December, which is still in the hands of the printer:

#### HIGHWAY FARM CROSSINGS.

"There has been within the last year a number of complaints against the railways, occasioned in some cases by the change of grades thereon, where the same crosses the public highway. In some instances before the change of grade, the public crossing would have been considered reasonably safe as a grade crossing. After the change such crossings were hazardous and dangerous. There has been more or less contention on the part of public authorities having charge of the supervision of public highways, with regard to the meaning and construction to be given the decisions of the supreme court, wherein it has held that a railway company, where it crosses a public highway, should leave such crossing in the same or as good condition as it was before the construction of the railway. It has been claimed in most of the cases, on the part of the public authorities, that the rule laid down by the court requires of and makes it the duty of the railway company to remove any and all obstructions which in any wise prevent the view of approaching trains, whether the same is caused by the natural conditions and topography of the country, or otherwise, and whether the same may be caused by deep cuts and excavations. The question is an important one and is becoming more so each year, as increased speed and the number of trains render such crossings more hazardous and dangerous. This question should receive the careful, prompt and effective action of the law makers, if additional legislation may be found necessary to fully protect the public and railways against this increased hazard and risk. It involves the lives of the traveling public, upon both the railways and the highways, as well as the employes and property of the railway companies."

In this case the Commissioners would suggest that if possible there should be at least twelve feet head room at this crossing.

Touching the matter of the authority of the board of supervisors and township trustees over highways: The Commissioners have universally held, following the Code and decisions of the courts, that the board of supervisors was the only authority having jurisdiction over county roads. And in case you desire to bring this case properly before the Railroad Commissioners your board of supervisors should take some definite action with reference to what the county wants the railway company to do at this crossing.

The Commissioners believe this will indicate to you their position in matters of this kind.

Considerable correspondence ensued and finally on September, 19, 1900, after due notice, the Commissioners met the parties on the ground, viewed the premises and took all testimony that was offered.

The resolutions that the company proposed should be passed by the board of supervisors of Tama county and which said county refused to accept, were as follows.

WHEREAS, The Burlington, Cedar Rapids & Northern Railway company has submitted a proposition to build, at the expense of the company, an underground crossing at a point one mile northwest of Traer, known as Hartshorn crossing, said underground crossing to be sixteen (16) feet in the clear in width and eleven (11) feet in the clear in height, and in addition to the above to so construct said underground crossing as to afford a clear height of twelve (12) feet, provided and on condition that the county of Tama assume the expense for such additional bottom foot, at the bottom of the masonry of stonework and excavation; therefore be it

*Resolved.* By the county board of supervisors, acting for said county of Tama, that it hereby accepts the above proposition of the said Burlington, Cedar Rapids & Northern Railway company, and

*Resolved.* That the said Burlington, Cedar Rapids & Northern Railway company, in consideration of the construction of the underground crossing, as above set forth, be and is hereby

released from all obligation to maintain a grade crossing or other crossing at said point, and said crossing is hereby accepted as sufficient in dimension, in construction, width and height; and

*Resolved.* That the said Burlington, Cedar Rapids & Northern Railway company, in consideration of the construction of said underground crossing, at said point, be hereby and is released from all other claims for damages of whatsoever nature, arising from the construction and maintenance of said underground crossing at said point.

On June 2, 1902, the Board addressed the following to Mr. J. B. Dennis which sets forth the views of the Commissioners upon matters above:

Replying to your favor of November 30th, we have to advise you that the Board is clearly of the opinion that the "release" which the railway company inserted in the resolution which it was desired should be adopted by the board of supervisors of Tama county, only referred to damages which might occur by reason of the construction of underground crossings to the county, and in no wise could the board of supervisors release claims which individuals might have by reason of the construction of underground crossings by the company. The Commissioners further believe that it was the intention on the part of the railway company to have the resolution considered as a release of any such claims as the county might have by reason of such undercrossings, and if the company's attention is called to that particular part of the resolution, we believe the company will make it plain by inserting therein whatever may be necessary, in conformity to the construction given by the Board herein.

Nothing was heard from the matter until April 29, 1902, when Mr. Dennis wrote the Board asking whether the Board could not do something for them. In response the Board inquired of Mr. Dennis whether the county board of supervisors had made any efforts to adjust the matter since their letter to him, copy of which has been set out. Mr. Dennis again wrote the Board on May 1st asking the Commissioners what should be done. The Commissioners undertook again to bring about a settlement of the case but from correspondence furnished the Commissioners it seemed that the county board of supervisors would do nothing, and as that body has exclusive jurisdiction over highways, the Commissioners could carry the case no further. Inasmuch as the county board of supervisors must act in all cases in reference to the establishment and maintenance of highways, this Board does not presume to act in such matters until the county board requests their interference and makes statement of what is desired.

Des Moines, Iowa, December 1, 1903.

No. 2587—1903.

S. L. AUSTIN, Sutherland, }  
v. } Station at Waterman Siding.  
CHICAGO & NORTH-WESTERN }  
RAILWAY COMPANY. }

Petition filed June 26, 1900.

This case was presented to the Board by petition and request of Mr. S. L. Austin and others, asking for a station between Sutherland and Peterson, at Waterman Siding. It was represented that a great number of people would be accommodated; that the stations of Sutherland and Peterson were ten miles apart, etc., etc.

Other citizens in that locality filed a petition remonstrating against any station being established at the point in question for the following reasons, as given by the petitioners:

The distance between Peterson and Sutherland, both cities being on said railroad, is only eight miles.

The people that would be served by the establishment of a station at Waterman, are now well served by the station both at Peterson and Sutherland, Waterman Siding being distant from either city above mentioned only about four miles, as the map or a true plat will show you.

The establishment of a station at Waterman Siding will serve only to seriously cripple business interests, both at Peterson and Sutherland; nor will it serve any business interests at Waterman Siding other than to give three or four farmers a mile or two shorter haul when they wish to market grain; we further beg to represent that there are now three grain elevators and firms at Peterson and at Sutherland, two new elevators having been built at great expense Peterson during the season of 1899.

We further represent that the highways and bridges between said cities are in excellent condition.

Therefore feeling that we cannot sacrifice the business interests of the many to the mere convenience of the very few, we hereby most earnestly and pointedly remonstrate and to your business judgment now appeal.

In answer to this Mr. W. A. Gardner, general manager of the Chicago & North-Western Railway company, replied as follows:

We have made a very thorough investigation. It is true that when this sidetrack was first constructed we did leave some cars there, but a very unpleasant experience, where somebody let off the brakes and a car got out on the main line, caused us to issue an order that the track might only be used for passing trains after that date. The grade, at the point mentioned, is twenty-six feet to the mile, and were we to establish a station between Sutherland and Peterson, we certainly would be obliged to select some other locality, where business might be transacted without peril. The track was put in originally on account of the long hill west bound, and should only be allowed to remain there for the purpose of passing trains. I think you are well satisfied that there is no necessity for the company to establish another at that point.

The Board had this case under consideration for a long time. A large amount of correspondence passed between the complainants, the railway company and the Commissioners, conferences were held with the parties to the case and the local conditions investigated by a member of the Board. Under all the facts presented the Commissioners did not feel warranted in making any order in the case although effort was made to have the station established as requested by Mr. Austin. The complainant insisted upon some definite statement from the Board with reference to their opinion in the case, and in compliance therewith the Commissioners wrote Mr. Austin as follows:

Commissioners have again had the matter of station at Waterman Siding up with the railway company and owing to the grades, the distance to other stations, etc., the railway company absolutely declines to establish a station there at this time.

In what is known as the Leslie case, our State supreme court questioned the authority of the Board to either locate stations or order the maintenance of stations already located, and in that particular case declared the Commission had no authority to act. The Leslie case is apparently a much stronger case than yours so that the Board feels that it would be useless at this time to attempt to compel the railway company to make Waterman Siding a station.

Des Moines, Iowa, December 1, 1903.

No. 2588—1903.

B. B. TROUT, Reasoner,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

} Under grade crossing.

Complaint filed July 2, 1900.

Mr. B. B. Trout wrote the Board that "the Chicago, Rock Island and Pacific Railway company is going to fill up the trestle work across the Skunk river here and my land lies both above and below the track. When the river is out of its

banks now it raises the water a foot higher above the track and floods the land above. There is hardly room enough now, and if they fill what they have staked off it will raise the water three feet higher and flood the whole country. There are several others interested the same as I am, and we want you to come and view the location and put a stop to it as they are going to commence work soon."

Immediately upon receipt of this the Board took the case up with the railway company and wrote Mr. Trout as per the following:

It may be said in a general way that the railroads in the State wherever possible, are filling all trestles, thereby making their roadbeds more secure and much safer for the traveling public. In this the railway companies should be encouraged, as a trestle is universally regarded as an element of serious danger in the operation of a railroad. However, in doing such work in the way of permanent improvement, unless suitable and sufficient waterway is left in the embankment, the railway company is liable in heavy damages to those whose property is injured thereby—in fact if such embankment will undoubtedly cause backwater, the railroad company may be enjoined from so constructing it. This Board would have no authority to enjoin the company from constructing the embankment in question, and your proper remedy is a restraining order issued by a court of competent jurisdiction. However, the attention of the railway company will be called to your complaint at once and it is hoped the matter will be adjusted without the necessity of legal action. You will be kept advised of the result of this action on the part of the Board.

The Commissioners understood that the complainant was satisfied that the work being done there was for the best interests of all concerned and no further action was taken.

Des Moines, Iowa, December 1, 1903.

No. 2589—1903.

N. B. WILSON, Linn Junction,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

} Dangerous highway crossing.

Complaint filed October 8, 1900.

The complaint in this case was that a crossing, known as the Buffalo crossing, on the Robertson road, was a dangerous one and should be made an overhead crossing; that at the instance of the Commissioners an alarm bell had been put in at the crossing about two years previous, but this alarm bell was not a success. The company replied that an overhead crossing at this point would cost \$2,200; that they would replace the unsatisfactory bell with one that would be all right. Some months later Mr. Wilson wrote the Board that the bell was not satisfactory, and the Commissioners again called General Manager Williams' attention to this, but Mr. Williams wrote the Board on April 5, 1901, as follows:

In view of the statements that had been made as to the large amount of traffic passing over this crossing, I had a man stationed there for four days—March 26th, 27th, 28th and 29th—and his record shows there was an average of seven teams and twelve foot passengers per day passing over this crossing.

Our superintendent met fifteen or twenty men who live in that vicinity, at a school meeting, and asked if any of them had ever seen a train passing when the bell did not ring, and there was not a man who could say that he had.

The bell is working in first-class shape.

Des Moines, Iowa, December 1, 1903.

No. 2590—1903.

S. W. GIBSON, Monmouth,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Drainage.*

Complaint filed May 3, 1900.

The complaint in this case was that the railway company in bridging a creek about a mile east of the town of Monmouth did not leave space enough to allow the water to get through properly, causing it to back up and overflow the town. It was stated that the water never overflowed the land where the town is until after the railroad was built and would not now if the company had left sufficient waterway. It was further stated that the town was started in 1856, and this particular part of the town was never known to be flooded until 1876, which was soon after the construction of the railroad.

The complaint was taken up with the railway company and Mr. W. A. Gardner, general manager, made reply as follows:

We have caused this matter to be carefully investigated, and find that Mr. Gibson's complaint is not traceable to any fault of ours, but on the contrary appears to be due to the fact that the city ditch on East street became filled with snow and ice last winter, causing the surface drainage to flow over Mr. Gibson's land. Our section foreman called attention of the city authorities to this fact at the time and the ditch was cleaned out by them, since which time there has been very little trouble to Mr. Gibson's land. What Mr. Gibson wishes us to do is to extend ditch north of track to a fourteen-foot pile bridge about 500 feet east, eliminating a twelve foot pile bridge between the points. From this it will be observed that instead of our embankment causing him trouble, he wishes it made more complete to serve as a dam to divert water further east. If his wishes in this direction were carried out it would at once call forth complaints from other land owners.

Subsequent to this complaint and answer above, the Commissioners had a vast amount of correspondence with the above company and the complainant and it developed that the city council and the mayor of Monmouth refused to have anything to do with the question and the Commissioners went to Monmouth on December 11th to make personal observations and hear such statements as the parties might desire to make. At this hearing the Commissioners requested that the county surveyor make tracings showing level of the water "over and beyond 900 feet below the North-Western railroad company's pile bridge up into Monmouth." This was done and the tracings filed with the Board. After the commissioners had examined these tracings, gone over the affidavits filed and examined the correspondence, they advised the complainant that the railroad bridge has a greater capacity by three times than the natural water channel 200 feet below the said bridge and that the banks of the creek are eight to ten feet high below the bridge. The county surveyor's tracings show that the railroad would have to be submerged several feet before the water would back up on the Gibson lots. Under this showing, by his own county surveyor, it would be somewhat difficult for the Board to justify an order compelling the reconstruction of the railroad bridge.

Des Moines, Iowa, December 1, 1903.

No. 2591—1903.

H. D. LOOP, Traer,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Farm crossing.*

Complaint filed June 8, 1900.

This was a request that farm crossing be provided with cattle guards and wing fences. In answering this complaint Mr. E. C. Carter, chief engineer of the railway company, addressed the board as follows:

Your letter of the 9th addressed to our general manager regarding farm crossing of H. D. Loop of Traer, Tama county, Iowa, has been referred to me for answer. I will advise that while going over the new line from Belle Plaine to Mason City last week the general manager, fourth vice president and myself stopped on the ground and examined this particular crossing. For your information, I will state that the crossing is well constructed, that the approaches are exceptionally easy, there being no difficulty as regards their use on that account, and that it was the combined judgment of the manager, fourth vice president and myself that we have supplied all the conveniences that Mr. Loop is justified in demanding of us.

I suppose that the Commissioners would not for a moment entertain the idea of having an open crossing without gates. Any such crossing, as you are fully advised, would be a most serious threat of danger in operation of the road, and might at any time cause a most serious accident and loss of life. The supreme court of your State, as you also know, has expressed itself against such open crossings under other than extraordinary circumstances. If the request of Mr. Loop is, however, for a crossing with gates, as well as wing fences and cattle guards, the objection is much the same. We have found that farmers are very apt to leave their gates open, and that this is still more apt to occur when there are wing fences and cattle guards at the crossing. The very fact that gates were to be established at the crossing would indicate the impropriety of having an open crossing, and yet practically a crossing with gates is, under the circumstances, apt to reduce to an open crossing through the carelessness or preference of the farm owner in having his gates left open. We have had several instances in which we have been compelled to resort to injunction suits for the purpose of restraining farmers from leaving their gates open, even where there were no wing fences and cattle guards; and the temptation to a farmer to leave his gates open is of course much greater where wing fences and cattle guards exist. Such a consideration as this is entitled, you will agree, to the greatest weight, for anything that imperils the safe operation of a railroad ought not for a moment to be tolerated; and the question is not whether a few cattle from time to time be killed at this crossing, but whether some day (however infrequently), a train may be derailed and injury done to human beings. It is to be remembered that such a matter as this is to be treated and determined not merely by itself, but with careful reference to its influence as a precedent or example; and nothing could be more unfortunate as respects the safe operation of a railroad than the multiplication of crossings where stock will practically be passing at random, and when they are not in charge of the owner. Any order that you may make requiring the gates to be kept closed, and cattle to pass only in charge of an attendant, will practically at many times and at many places come to naught, through inattention to it because of carelessness or choice. The truth is that the existence of cattle guards and wing fences is apt to increase the danger instead of lessening it because of the greater temptation to the farm owner to leave his gates open.

The Commissioners had this case up with the railway company for some time and it is the understanding of the Board that the matter was finally adjusted to the reasonable satisfaction of all.

Des Moines, Iowa, December 1, 1903.

No. 2592—1903

M. VAN DOMSELAAR, Pella,

v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.*Farm crossing.*

Complaint filed September 12, 1900.

Complaint in this case was as follows:

Your petitioner respectfully represents that he is a citizen of the United States and resident of the State of Iowa; that his postoffice address is Pella, Iowa; that he is the owner of the north one-half of the northwest one-quarter of section 28, township 70, north of range 17 west, Mahaska county, Iowa; that said tract is used for pasturing purposes; that the Keokuk branch of the Chicago, Rock Island & Pacific Railway company angles across said land, and that railway bridge Number 248 is on said premises; that same is an open bridge allowing stock to pass to and fro under said bridge; that the water for stock is on one side thereof, and that the company have for years furnished him with the necessary passageway for stock; that said company is now filling in its bridges and piping same; that petitioner has caused letters to be written to the superintendent of bridges of said railway company asking in a kindly manner to leave an opening underneath the bridge for the use of stock; that the replies thereto are hereto annexed, and marked Exhibits "A" and "C"; that the proposition contained therein Exhibit "A" was by your petitioner declined—see Exhibit "B"; that thereupon Exhibit "C" was received and that diplomatic relations now seem to be disrupted; that your petitioner now respectfully asks your honorable body to investigate this matter and grant such relief as you may consider just and equitable. Petitioner further states that unless speedy action be taken the bridge may be filled up, and he be deprived of part of his pasture.

The complaint was laid before the officials of the railway company and a member of the Board visited the premises and took the statements of the complainant and others. The railway company made a proposition to put in the cattle-pass if the complainant would pay the additional cost of same over the cost of the iron pipe which was all that would be necessary for drainage purposes at that point. The company further offered to bear a portion of the additional expense involved, but insisted that if Mr. van Domselaar wanted the crossing under-grade he should be willing to pay a portion of the expense. This proposition the complainant declined. The company thereupon agreed to put in grade crossing at any reasonable place selected by the complainant.

Des Moines, Iowa, December 1, 1903.

No. 2593—1903.

M. S. HELLAND, Slater,

v.

CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.*Condition of station grounds.*

Complaint filed October 5, 1900.

This complaint was with reference to the condition of depot building, but more particularly with reference to proper drainage of station grounds.

A small depot is used by the Chicago, Milwaukee & St. Paul and Chicago & North-Western Railway companies as a joint station at Slater and the Chicago, Milwaukee & St. Paul maintains another depot nearer the business part of town. The Chicago & North-Western Railway company claimed that inasmuch as they

maintain a depot and shipping point at Sheldahl, but one and one half miles away, with good roads, they could not be compelled to maintain more than a convenience for passengers changing cars.

With reference to the subject of drainage Mr. W. A. Gardner, general manager, wrote the Board as follows:

As to the matter of drainage, we have spent quite a little time and money, going into this thoroughly. When this town was platted, the persons interested cut a ditch outside of our right of way from about where the depot is located south for several hundred feet. This ditch for at least one thousand feet is outside of our right of way entirely and some people have been endeavoring to persuade us to put in a sewer, lowering the same so as to draw off all the water. Levels that have been taken show that the natural drainage for water is toward the southeast, and away from the artificial ditch which was opened. We have taken care of our own property by putting in cinders and filling up. I do not know of any reason why we should undertake to put in a system of drainage at Slater outside of our own property. If the city goes ahead and does something there in general, we will of course be pleased to negotiate with them with the idea of conforming to their views, but the first thing for them to do is to employ some first-class drainage engineer who will direct their minds and energies in the proper direction.

At a later time the excess of water was taken care of and the conditions made as comfortable as possible with the present depot building. It was intimated to the Board that the companies were trying to agree on plans for a new depot building.

Des Moines, Iowa, December 1, 1903.

No. 2594—1903.

In the matter of drainage of Waverly station grounds on the Chicago Great Western Railway.

On November 14, 1900, the Commissioners called the attention of the Chicago Great Western Railway company to the lack of proper drainage for their station grounds at Waverly. A proposition was made by the company with reference to taking care of excess of water and so far as the Board was concerned the case closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2595—1903.

P. HUTCHINSON, Hampton,

v.

CHICAGO GREAT WESTERN  
RAILWAY COMPANY.*Condition of depot and conduct of agents and operators.*

Complaint filed February 28, 1901.

The Commissioners in this matter addressed the following letter to the general management of the Chicago Great Western Railway company:

With reference to the method and manner of the conduct of business on the Chicago Great Western Railway over what is known as the Waverly and Hampton branch. Within the last sixty days there have been many complaints made with reference to the treatment which the public has received over this branch upon what is known as your freight trains. This matter has

been investigated by the Board sufficiently to satisfy it that many things might be done upon this branch that would better the service and would not greatly increase the expense of operating trains thereon. These freight trains undoubtedly carry more passengers than your passenger trains, owing to their time along the line being more favorable to accommodate local traffic. This fact is considered by the Board in making an investigation of this train service. If the freight trains did not carry passengers it might become necessary for the railway company to put on an additional passenger train upon this branch to accommodate the traveling public, and the Board cannot see why that should be necessary if some consideration is given to the passenger traffic and not treat these trains as carrying freight and nothing else.

On frequent occasions passengers reaching the stations along your line desiring to take passage on these freight trains are compelled to remain at your station all the way from one to six and seven hours.

It will not be contended on the part of the Board that a freight train should at all times be operated upon its schedule time, and the fact that this is a freight train is taken into consideration in presenting this subject to you, but there should be a reasonable limit and where nothing unforeseen occurs, the Board cannot see why these freight trains should be constantly and uniformly late from one to seven hours—unless the company is attempting to do more with this crew and freight train than is ordinarily required of similar crews. If this crew cannot handle the freight under ordinary conditions, then would it not be better to put on an extra freight train say two or three times during the week in order to assist in keeping the traffic clear upon this branch?

On the 9th of this month one of the Commissioners made a personal inspection and investigation of the method and manner of the operation of this train and as far as possible ascertained the cause for complaint. On this day there were on an average about twenty passengers upon this train. It reached Sumner somewhat late but nothing more than might reasonably be expected of a freight train. After reaching Sumner the chief train dispatcher, without taking into consideration the fact that this train was carrying passengers as well as freight, and that without the privilege of riding upon this train other trains would have to be provided for such passengers, required the crew after its arrival at Sumner to take a carload of stock to Oelwein. Upon its return the engine became disabled and caused somewhat of an additional delay, but not a serious one. This crew was required to return from Oelwein which it did about eight or nine o'clock that evening, then had to make up its train, and succeeded in making its departure some time after ten o'clock. The work required of this crew on that occasion, and they were diligent and occasioned no delay on account of any conduct on their part, in traveling twenty-eight miles consumed a little over three hours. The Board is not familiar with the time of its arrival at Hampton, but it undoubtedly did not reach there until four or five o'clock in the morning.

This has been going on during a large part of the month of February, and a good deal of the time during the month of January, and it is the opinion of the Board that this matter can be very easily adjusted and disposed of, and it may be stated that this Board is opposed to the conduct of the chief dispatcher in wholly disregarding the rights of the traveling public upon this train. Unless his authority in this matter is restricted, or he takes into consideration the rights of the traveling public as well as of the freight, some action may be required of this Board respecting the same.

It would occur to the Board that where a car of stock is late at Sumner, and that car has to be transferred from Sumner to Oelwein, Oelwein being the end of a division where a large number of engines, engineers and conductors are kept, that it would be much better for an engine and crew to go to Sumner from Oelwein and take the car of stock back to Oelwein, than to discommode a hundred different persons from Sumner to Hampton from four to seven and eight hours in reaching their destination. We only make this as a suggestion; there may be substantial objections why this could not be done. The Board must insist, however, upon the train dispatcher exercising his authority over the trains over this branch with a view to the comfort and convenience of the large number of passengers upon this branch, as well as the freight, and that the rights of the passengers should not be ignored and entirely disregarded by any employee of this or any other railway company.

The Commissioners trust that this matter will receive your prompt attention and that they may receive a favorable reply, to the extent, at least, of having a thorough investigation made of the traffic upon this freight train upon the Waverly and Hampton branch.

The Board has written several employees asking them for certain information, and with but one exception those who did reply said they had referred the matter to Mr. Kelly, superintendent, but thus far we have had no communication from him with reference to the matter, neither has there been any change in the operation of these freight trains.

The railway company assured the Board that a thorough investigation would be made and such instructions issued as would prevent such occurrences in the future.

Des Moines, December 1, 1903.

No. 2596—1903.

In the matter of additional train service on the Chicago, Milwaukee & St. Paul Railway between Marion and Council Bluffs.

In April, 1901, the Commissioners received petitions requesting that an additional train be ordered on the Chicago, Milwaukee & St. Paul Railway between Marion and Council Bluffs. At a later date the matter was again presented through a committee of traveling men, Messrs. H. H. Smith, C. N. Bragg, and T. N. Laagan. The Commissioners made a personal investigation of the matters complained of and had a conference with the officials of the railway company which resulted in the running of the train already scheduled on better time with privilege of checking baggage on additional train and as this satisfied the committee of traveling men who were most desirous of these privileges, the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2597—1903.

ROBERT M. TAIT, Mystic,

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

} *Petition for restoration of coal switch.*

Complaint filed June 26, 1901.

The complainant in this case stated that in 1893 the Chicago, Milwaukee & St. Paul Railway company granted to the Iowa Block Coal company a coal switch or site to the mine of said coal company. The switch is located about one and one half miles east of the depot at Mystic and was in use and operation almost continuously to the spring of 1898 when the Iowa Block Coal company went out of business. In 1901 the frog was removed and now a Mr. Beggs desires to use the switch, as he expects to open the mine.

The complaint was laid before the railway company and Mr. H. R. Williams, general manager, set forth the position of the company in the following letter:

Referring to the complaint of Robert M. Tait of Mystic, in reference to a side track that he wants for a coal mine: I am sorry that the papers became mislaid, resulting in delaying my reply.

It is a fact that in 1893 we did furnish a track at this location for the Iowa Block Coal company; this with the expectation that it would develop into a large producer of coal.

The location of the switch is on a sharp curve. It is really a dangerous place and the switch ought never to have been located there. At the time, however, our Kansas City division was not a very important line and the location of switches was not, perhaps, as carefully considered as it might have been.

This switch was operated until about 1898, when the Iowa Block Coal company passed out of existence and the switch was removed.

In view of the fact that we are now building a cut-off from Muscatine to Rutledge, thereby shortening our line and making it possible for us to compete for the Kansas City passenger bus-

ness, we shall upon completion of this cut-off, establish fast passenger service between Chicago and Kansas City.

I dislike very much to introduce any new elements of danger on this line, such as we think a switch would be if furnished in this vicinity for the accommodation of Mr. Beggs.

The Commissioners advised Mr. Tait of the position of the company and as the policy of the Board has been against the placing of switches connecting with the main line where there is no agent to have charge of same, the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2598—1903.

P. M. O'BRIEN, Letts,  
v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

} Undergrade farm crossing.

Complaint filed September 18, 1901.

Complaint in the case was as follows:

I am a resident and landowner of Muscatine county and own the southeast quarter of section 17, township 76, range 8. The new short line of the Chicago, Milwaukee & St. Paul Railway, from Muscatine to Ottumwa passes through my land a distance of over three fourths of a mile, passing my feed lots and close to hay barracks and water supplies, and by the survey and report of the employees, will cause a fill of eighteen feet at this point, near feed lots, water, etc. I have on hand now sixty head of fat cattle and some stockers, I keep on hand on an average yearly, from sixty to seventy-five head, and I ask the railway company to take steps to secure me an undergrade crossing at this point. The right of way man said if I would settle with him for damages, that I could appeal to the Railway Commissioners and president of the railway, and that was all the way I could secure an under-crossing, and he assured me, on the honor of a man, that my settlement with him would be no bar to my proceedings through the Commission and the president of the road.

Now, I ask that you proceed at once, as I am in the business of raising and feeding stock, and it will be impossible for me to handle my stock in safety to myself or the traveling public.

The complaint was laid before the railway company and the following correspondence was filed by the officers of the company, explaining the situation:

MUSCATINE, IOWA, September 27, 1901.

A. G. BAKER, Esq., Division Engineer, Washington, Iowa:

DEAR SIR,—Yours with copy of letter of P. M. O'Brien to Railway Commissioners, received. I am amazed that Mr. O'Brien should take the position that he does in view of the conditions I made with him when I secured the right of way, and in face of the conditions plainly stated in the deed and very clearly explained to him at the time.

You doubtless remember being present when I made the settlement, and also remember that I told him distinctly that I could not grant him an under crossing. I did, however, tell him that if he would agree to accept a sum at least \$800 less than \$2,200 (the amount I paid him), you and I would submit the matter of an underground crossing to the chief engineer. His daughter, who was present, told him to take all the money he could get, and not to insist upon the under crossing. He followed her advice and I drew the deed accordingly. I herewith enclose a copy of the conditions contained in the deed that Mr. O'Brien signed, after the same was read and explained to him. You will note that he expressly waives all further right to crossings.

I hereby enclose O'Brien's letter and papers attached.

Very truly,  
G. M. TITUS.

WASHINGTON, IOWA, September 30, 1901.

MR. D. J. WHITTEMORE, Chief Engineer:

DEAR SIR,—Referring to the attached papers relating to request of Mr. P. O'Brien of Muscatine county, for an undercrossing on his farm, I beg to submit the following report with map and profile attached.

The new line of the Rutledge-Muscatine extension is located across the southeast quarter and east half of southwest quarter, section 17, township 76, range 8, Muscatine county, Iowa, and said land is owned by Mr. P. O'Brien.

The railway line divides the owner's land in nearly equal parts north and south.

At a point eighty-eight feet north of station 583x50 is located his well and windmill, south of center line are his feed lots, etc.

The water way shown on map and profile at station 583 is a dry run, and drains about sixty acres. We propose to construct a timber culvert 8 feet 4 inches by 4 feet, at station 583, to be replaced later by a 3,088 iron pipe. It is considered that this opening is sufficient for the natural drainage. Reference to the profile and map will show location of grade crossing agreed to and entered in deed executed by Mr. O'Brien. I was present when deed was made by Mr. Titus and signed by Mr. O'Brien, and heard the discussion in regard to undercrossing. The undercrossing was claimed by Mr. O'Brien and as stated by Mr. Titus in letter attached, he preferred to accept \$2,200 rather than have a proposition submitted to you for the construction of an undercrossing and \$1,600 for right of way.

Both Mr. Titus and I told Mr. O'Brien that we had no authority to grant an undercrossing.

Reference to profile will show that the grade crossings accepted by Mr. O'Brien are favorably located, and easy of access, and in both instances nearly at the grade line. Location of same is at the points named by Mr. O'Brien.

Yours truly,

A. G. BAKER,  
Division Engineer.

Accompanying the foregoing was a letter from General Manager Williams to the Board, in which he said:

I enclose herewith a blue print of the situation, together with a statement from our right of way agent, Titus, and our division engineer, Mr. A. G. Baker; also a copy of the right of way deed which was given by Mr. O'Brien after a full and fair understanding of all of its conditions.

I believe these papers will give you all of the information necessary and convince you that his claim for an under crossing should not be considered.

At a subsequent date, a member of the Board had a conference with Mr. O'Brien, at which the situation was gone over. It seems that the deed given by the complainant to the railway company contained the following stipulations:

The above grant is upon condition that the said company shall construct and maintain a farm grade crossing at about station 585 as shown by the survey. Also a farm grade crossing at or about station 585.

And said grantor for himself and for his heirs and assigns, covenants and agrees that said grant is upon no other consideration than that named herein; that neither said railway company nor its agents have made any agreement, promise or condition, verbal or written, for or relating to any crossing, passageway, or other privilege, over, across or under said railway, and that all right thereto shall be only as herein stated.

Under the circumstances and conditions surrounding this case, the Board did not believe they would have a right to make an order for under grade farm crossing and closed the case without prejudice.

Des Moines, December 1, 1903.

No. 2599—1903.

ERICK ERICKSON, Pickering,  
v. } *Farm crossing.*  
IOWA CENTRAL RAILWAY COMPANY. }

Complaint filed May, 21, 1902.

Complainant states that in extending length of a switch track the railway company had removed cattle guard so that it was no longer at highway, and that this made it inconvenient and dangerous in driving stock across the railroad as he was compelled to do to get his stock to water.

The reply of the railway company in substance was that "the road which Mr. Erickson uses is a public highway. Previous to 1900 the fence of our right of way placed a cattle guard on each side of this crossing, but during 1900 we extended our yard at Pickering so that the public highway has since been within our yard limits and our fence was removed as a result of this extension of our station grounds. The Commissioner will readily recognize the undesirability of cattle guards in our yards, as their existence would endanger the lives of our trainmen engaged in switching service. The presence of stock in railroad yards is objectionable, but cattle guards are left out of the yards for the reasons above stated, as you can readily understand and appreciate.

"I believed that if Mr. Erickson understands that the treatment of this crossing is practically the same as that given to others under like conditions for good and sufficient reasons, he would not feel that we have intended in any way to disregard his convenience."

Later a petition came to the Commission numerous signed requesting cattle guards at the highway crossing in question. This petition was submitted to the railway company and Mr. Day made answer as follows:

This will acknowledge receipt of yours of the 26th ult., accompanying enclosure from Henry Stone, under date of July 1st and August 24th. I notice Mr. Stone says "if the alleged yards of the company were in the town, or even in a small village where many trains were operated, the plea of danger might have some force," and "The convenience to Mr. Erickson is far greater than the chances of danger to the employes of the company."

I do not know why Mr. Stone refers to an actual yard as an alleged yard, and it appears that he is generally lacking in information with respect to the operation of trains in that vicinity. There is no station on the Iowa Central road where more trains are operated than at Pickering. In fact there are more trains operated on the division between Marshalltown and Oskaloosa, than on any other division of the road. The Commissioners are aware that all operate through Pickering, and that there is an unusual amount of switching at that point as compared with other local stations, by reason of the interchange of business at that point with the Chicago, Milwaukee & St. Paul Railway company.

I do not believe that the men whom Mr. Stone represents in this correspondence are intentionally indifferent to the safety of railroad employes and patrons, or that they regard their convenience as of more importance than human lives, but it is easily understood that they do not have as constantly in mind as railway managers, the thousands of lives that are sacrificed annually in train service—the greatest losses being in yards and switching work, and generally due to some defect in construction such as the petitioners urge in this case.

I would like very much to accommodate Mr. Erickson and his neighbors but being conscious of the danger of the proposed cattle guards, we are unwilling to voluntarily put them in.

The case was closed without prejudice.

Des Moines, December 1, 1903.

No. 2600—1903.

M. V. B. MORRIS, Wayland.  
v. } *Replacing switch.*  
BURLINGTON & WESTERN RAILWAY }  
COMPANY. }

Complaint filed June 17, 1902.

Complaint in this case was as follows:

It is now about fifteen years since the managers of the Burlington & Western Railway company put in a sidetrack at Wayland crossing, and in the year 1890 we commenced the manufacture of brick and tile at that point and have shipped all our coal over that line for burning brick and tile. We have been increasing the value of our plant from year to year until now we have about four thousand dollars invested and have grading done and material on hand to build and thereby double the output of the factory. In compliance with a letter from Robert Law, manager, hereto attached with correspondence or letters from Morrell Law, in answer to my request to replace frog in switch which had been removed last fall (to avoid the necessity of lighting switch lamps as I supposed), as I did not ship in January and February it was no inconvenience but this spring when we were all ready to commence burning brick I asked them to replace frog and switch-stand which would not have taken two hours time by the section hands and twenty-five cents worth of spikes, but you will please notice by this letter that he was disposed to argue the question after I had written Robert Law what I had done and what I intended to do and that I now needed coal to burn brick to meet demands and build more kilns at once.

I am now compelled to haul coal two miles from Iowa Central. By reference to letter you will see that he finally proposed to replace frog if we would ship 100 tons of coal at one shipment, which I think is a clear case of discrimination. We have furnished them ground free for all these years for operating side track for public use and they have used it.

Mr. R. Law, manager, in answering the complaint, said:

Referring to complaint of M. V. B. Morris, inclosed in yours of 17th inst., it is hardly necessary to say that we are not only willing, but anxious, to accommodate Mr. Morris, as well as all other patrons along our line. He, however, is unreasonable; first, for the reason he asks us to maintain a switch for business that does not begin to pay the railroad company; next, at a point where it is unsafe; and finally, to do something for nothing.

Some time ago I did say to Mr. Sam Wadleigh, who furnishes Morris with coal, that if he would take it in quantities of one hundred tons, and unload it within a reasonable length of time, we would put in a switch, afterwards removing it, which I think is entirely fair. You can readily see that the revenue from an occasional car of slack coal, for which we only get a nominal sum to haul, would hardly pay for maintaining the switch light of which Mr. Morris speaks, let alone all other appurtenances necessary for the proper conduct of the business at such a place.

The policy of the Commissioners has been not to order switches connected with main line where there was no agent or employe of company to attend same, and as there was apparently nothing in this case to warrant any different ruling, the case was closed.

Des Moines, December 1, 1903.



No. 2601—1903.

A. J. BLAKELY, GRINNELL,  
v.

IOWA CENTRAL RAILWAY COMPANY.

*Undergrade farm crossing.*

Complaint filed June 18, 1902.

Complainant stated that he had been provided with undergrade crossing, but the railroad company now proposed to fill up the same, only leaving a small opening for water way. To this closing of his undercrossing, complainant objected. The case was laid before the railway company, and Mr. L. F. Day, vice president, answering the same, said:

Again referring to your favor of the 18th ultimo, relative to under stock crossing desired by Mr. A. J. Blakely, Grinnell, Iowa, I have caused the matter to be thoroughly investigated and beg to advise the Commissioners the following facts: At the time of the construction of the Iowa Central Railway across the land in question, two trestles were put in, the north one being so constructed as to allow an under crossing. Recently this bridge was filled in, but, as Mr. Blakely had previously disposed of his adjacent property, he is not interested in the crossing at this point. The south bridge is now being used by him as an under stock crossing, but, as the track as this point is to be raised eleven feet, we have decided to put in a suitable culvert and fill this bridge also, as otherwise it would necessitate the construction of a very long, high trestle. We submitted an offer to Mr. Blakely to provide a stock passage at a point south of the bridge where the fill will be about ten feet, and have a reply, under date of June 18th, in which he states that he thinks the crossing proposed will be satisfactory to him. A meeting between Mr. Blakely and our division engineer has been arranged for, at which time the location will be definitely decided upon.

I am pleased to know that the matter has been amicably adjusted and that the Commissioners will not be further troubled with its consideration.

Subsequent to the foregoing the Board had considerable correspondence with the parties to the case, with the result that complainant and respondent adjusted their differences on a mutually satisfactory basis.

Des Moines, December 1, 1903.

No. 2602—1903.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY,v.  
FRAZEY ET AL.*Condemnation proceedings in Louisa  
and Washington counties.*

Petitions filed June 20, 1902.

These petitions were withdrawn by the railway company before the Board reached a decision.

Des Moines, Iowa, December 1, 1903.

No. 2603—1903.

HIRAM JOHNSON, Chairman Board of  
Supervisors, Casey,

v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.*Overhead highway crossing.*

Complaint filed June 25, 1902.

The Commissioners received the following letter from Mr. Johnson:

One and one-fourth miles east of Casey, Guthrie county, Iowa, on the Chicago, Rock Island & Pacific Railway company's line there is a very dangerous crossing where we had a good highway. We have tried repeatedly to get the company to put in an overhead bridge. Our bridge has been torn all to pieces at said crossing and there have been numerous other escapes. The board of supervisors have offered to change the highway if the company would bridge and still they will not give us any relief. If it is in your power to help us any in this matter anything you may do will be greatly appreciated by our people.

Mr. Johnson enclosed the following petition:

*To the Honorable Board of Supervisors of Guthrie county, Iowa, and to the Officials of the Chicago, Rock Island & Pacific Railroad company:*

We, whose names are hereto affixed being residents and taxpayers of Guthrie county, Iowa, would respectfully request that the public highway be opened on the line between sections 35 and 36 in township 78, range 32 west of the fifth P. M. Iowa, at the north end in accordance with the rough sketch hereto attached, requesting that the same be opened on a direct line from point A, on said sketch, to point B, and that an overhead bridge be provided on said highway over the railroad at said point.

The matter was taken up with the railway company, and Mr. W. T. Rankin, assistant general attorney, replied:

June 25th you sent me a copy of petition and letter from the board of supervisors and citizens of Guthrie county relative to highway crossing near Casey. I have just received the papers from the operating department relative to this request, giving the estimates of the cost of an overhead bridge, as required, one and one-fourth miles east of Casey; and it is suggested now that the board of supervisors of Guthrie county be requested to do the grading free of expense to this company for the overhead crossing, and upon their doing so the company will undertake to put in an overhead bridge. Will you kindly lay this matter before the board of supervisors and ask them if they will be willing to do the grading. This, I think, they will be willing to do, as it seems to me a very fair proposition. Kindly let me know as soon as possible, and if the grading is done our people will proceed at once to build the bridge.

The county supervisors accepted the proposition made by the railway company. Later some differences arose with reference to maintenance of crossing, but subsequently the complainants asked for return of papers.

Des Moines, December 1, 1903.

No. 2604—1903.

P. HILLYARD, Chairman Board  
of Supervisors, New London,

v.

CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY.*Overhead highway crossing.*

Complaint filed July 7, 1902.

The complainant in this case stated that "We are asking the Chicago, Burlington & Quincy Railroad to put an overhead bridge over their track in the north-

western part of this town and they refuse to do so," etc. The railway company in answering this complaint denied any legal obligation to construct the crossing but would grant permission to the board of supervisors to build it if they so desired. Subsequently the Commissioners went to New London and made a personal investigation of the conditions there. It was not such a case as could at the present time be acted upon by the board, and the same was closed without prejudice.

Des Moines, December 1, 1903.

No. 2605—1903.

FARMERS CO-OPERATIVE COMPANY, Dougherty, v. CHICAGO & NORTH-WESTERN RAILWAY COMPANY.	}	<i>Site for coalhouse.</i>
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Complaint filed July 8, 1902.

This was a request from the citizens of Dougherty that site for coalhouse, elevator, etc. be granted the Farmers Co-operative company. Considerable correspondence followed, resulting in a lease to another party being transferred, as desired by petitioners.

Des Moines, December 1, 1903.

No. 2606—1903.

In the matter of posting train bulletins in passenger depots.

The Commissioners upon July 23, 1902, addressed the following letter to the operating management of each railway company operating lines of railway within the State of Iowa:

The Twenty-ninth General Assembly of the State of Iowa (1902) passed a law, a copy of which is enclosed herewith, which requires all railway companies to keep posted in the waiting room of each passenger station a bulletin plainly showing the time of arrival and departure at such stations of all trains carrying passengers. Penalty for failure to comply with the law makes the company liable in the sum of \$50. This law is known as chapter 87, acts of the Twenty-ninth General Assembly. Your attention is called to this statute inasmuch as the members of this Board have noticed that in many of the depots in this State no such bulletins have been provided although this law has been in effect since the first day of July, 1902. Will you please advise the Board at once whether your company has made provision for this posting of the bulletin required.

In response to the above letter the Commissioners received advice from the railway companies that the law would be complied with.

Des Moines, Iowa, December 1, 1903.

No. 2607—1903.

CITIZENS OF SEYMOUR v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.	}	<i>Train service.</i>
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Petition filed July 28, 1902.

Petition in this case was as follows:

Owing to the fact that Seymour, Iowa, is a competing point in the matter of railroads, and much of the travel is at times desirous of taking trains to and from Seymour during the night-time, and we the undersigned, your petitioners, being at all times patrons of this road, suggest that it would greatly accommodate the traveling public if they could arrange to stop No. 12 at Seymour at any time, and you would thereby greatly oblige the undersigned.

Mr. Goodnow, general manager, in answering this complaint said:

Replying to your favor of July 28th, having reference to petition sent in by E. C. Thompson of Seymour, Iowa, you will observe that Mr. Thompson's name does not appear on the petition.

No. 12 is our fast express train running between Kansas City and Chicago, having connections as far southwest as Fort Worth, Texas. We are making all the stops with that train that we can. In fact it is not now making its scheduled time on the Missouri division.

Investigation of the ticket sales at Seymour shows that there were 781 tickets sold during the month of July and that nearly 600 of these tickets were to stations within a few miles of Seymour. Passing Seymour so late at night it does not seem to us that this train would be patronized to any considerable extent. It would be a serious hardship to add an additional stop to that train.

It is our earnest desire to take care of our passenger business and accommodate to the fullest extent the towns on our line.

Petitioners were furnished with copy of the foregoing, but made no response thereto.

Des Moines, Iowa, December 1, 1903.

No. 2608—1903.

W. B. CARTWRIGHT, Wyman, v. BURLINGTON & WESTERN RAILWAY COMPANY.	}	<i>Conditions in lease for site.</i>
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Complaint filed August 1, 1902.

Complainant objected to signing a lease for site for elevator containing a stipulation requiring him "to pay two thirds of regular tariff between" Wyman and Burlington on all grains and feed, also seeds sold to farmers locally. Because of his refusal to sign said lease he was ordered by the railway company to remove his building from railroad premises, to this he also objected.

Mr. R. Law, manager, in answering these complaints said:

Referring to copies of W. B. Cartwright's letters and replying to yours of 80th ult. it is the rule of this company, and it is applicable to everybody, that all grain stored on the company's ground be shipped over its railroad or if sold to outsiders, the party occupying the ground must pay two thirds the tariff rate to Burlington, on it.

This is the only protection we have and we certainly will not discriminate, nor do I see any reason why we should favor Mr. Cartwright over others similarly situated, many of whom ship thousands of cars to his one. As before stated the agreement is in effect with everybody on these

lines and has been with most of them for the past eight or ten years. It is no hardship and is the only protection we have. The fact is this man wants something for nothing, or rather, privileges that we cannot afford to grant.

Upon his refusal to sign the contract, as is usual in such cases, we gave him the required thirty days notice, which expires tomorrow. This for your information.

Later a member of the Board saw all parties and matter was adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2609—1903.

CITIZENS OF WHEATLAND,

v.

CHICAGO NORTH-WESTERN RAILWAY  
COMPANY.

} Drainage.

Petition filed August 6, 1902.

Petition in this case follows.

We, the undersigned citizens of Wheatland, Iowa, having suffered severe loss from being flooded with water caused by the raising of the Chicago & North-Western Railway company's tracks without making proper provision for the water to pass through under said track, thereby flooding the lower part of town above the tracks, filling cellars and doing much other damage to health and property, we therefore pray you to come to our town, look the situation over and see if you can give us relief by having the railway company put in another culvert or enlarge the one they already have so as to give the proper relief.

C. F. JEPPE, Mayor,  
J. W. HOVER,  
F. C. GRONELL,  
J. W. THOMPSON,  
and forty-five others.

In answer to the complaint Superintendent H. J. Slifer said:

I took occasion to look over the situation so far as drainage at Wheatland is concerned, as per your letter of August 6th. I find there has been no change made in water ways at Wheatland since the year 1891, and up to the present year we have had no complaints as to water ways being ample. In fact our water ways will take off all the water that the ditch from the city will give us. In other words if our water ways were made larger the ditches leading to them would have to be made larger. The bridge which Mr. Hover refers to is a permanent iron structure on stone walls and the water way is kept clean. I believe we can show under ordinary circumstances that we provide ample water way at this point and doubt whether the Commissioners care to take any action as it would entail on the railroad company a very heavy expense, and outside of the excessive rains which we have had all over the country this season, and which overflows the town of Wheatland irrespective of this particular water way, I think there can be no complaint. However, should the Commissioners desire, shall be glad to have blue print prepared showing the situation.

The petitioners were supplied with copy of Mr. Slifer's letter. Some objection was made to statements made by Mr. Slifer, but no further complaints have been received.

Des Moines, Iowa, December 1, 1903.

No. 2610—1903.

WM. S. JOHNSON, Ames,

v.

CHICAGO & NORTH-WESTERN  
RAILWAY COMPANY.

} *Petition for undergrade farm crossing.*

Petition filed August 12, 1902.

Petition in this case was as follows:

Paragraph 1. The petitioner states that he is the owner of the southwest quarter (14) of section twenty-two (22) Lafayette township, Story county, Iowa.

Par. 2. That the Sioux City branch of the Chicago & North-Western Railway company crosses a portion of said premises diagonally, entering the same a little east of the southwest corner of the southeast quarter of said quarter and leaving the same about seven rods north of the northeast corner of said southeast forty; that said railway divides said 160 so that about 140 acres of the same lies north and west of the remaining sixteen acres south and east of said right of way.

Par. 3. That a stream called the Kegley Branch also crosses said 160 from northwest to southeast, entering near the middle of the north line and leaving about forty-two rods north of the northeast corner; that the same crosses defendants' right of way about midway between the points where the road enters and leaves petitioners premises.

Par. 4. That the land adjacent to said Kegley Branch is more or less rolling and adapted particularly for use as pasture.

Par. 5. That the premises lying southeast of the right of way and the lands adjacent to Kegley Branch have always been used for pasture and can be used for no other purpose to good advantage.

Par. 6. That petitioner's premises are situated on the west line of said quarter section near the center, and the only way said premises can be used as pasture with reasonable safety is by having an underground crossing through said right of way connecting the two parts of said premises.

Par. 7. That the grade passing through said premises is higher than the surrounding land and at no point is it less than ten feet, and the crossing at Kegley Branch is more than forty feet.

Par. 8. That ever since 1881 soon after the road was constructed until the year 1901 the road bed crossing the valley of said Kegley Branch was supported by trestle work and the right of way was not fenced in but stock was permitted to cross under said trestle from one side to the other without impediment.

Par. 9. That during the summer of 1901 the said defendant replaced said trestle by an earth grade and constructed a culvert crossing said Kegley Branch which is insufficient to properly conduct the water flowing in said branch and is wholly improper and inadequate for this petitioner as a crossing.

Par. 10. That during the present season your petitioner has been entirely deprived of a crossing to the premises lying southeast of the track and has had no use of the same.

Par. 11. That a grade crossing is impracticable, first, because of the location of said premises and the use which is made by your petitioner of same, and second, because the track of the said railway is so much above the surrounding country at the proper place for a crossing that the same would not be of utility.

Par. 12. That your petitioner asks that an order may be made by your board directing said company to erect and maintain an under grade crossing through the right of way of said premises at a suitable point, of ample dimensions and character to meet the reasonable requirements for the proper use of said premises.

The case was submitted to the railway company, which company, by its attorneys, filed answer as follows:

Defendant, for answer to the petition of complainant, states:

1. That during the year 1901, defendant purchased from the complainant extra ground and right of way for borrow pits and other purposes, and replace its trestle works at the place in question with a stone culvert having an opening twenty feet wide. That in making said purchase it was agreed in writing between complainant and defendant that said "culvert shall not be fenced in by the Chicago & North-Western Railway company, but shall be left so that stock may pass

unimpeded from one side to the other." It was understood and agreed at said time that said culvert was the only underground crossing that defendant was to furnish complainant, and defendant avers that the plaintiff is not, either by law or by virtue of any agreement, entitled to any other or different underground crossing.

2. Defendant denies that said culvert is insufficient to properly conduct the water flowing in said Kegley Branch, and denies that the same is wholly improper and inadequate for petitioner as a crossing, and denies that during the present season petitioner has been deprived of a crossing to the premises southeast of the track, and further denies that a grade crossing is impracticable.

3. Defendant avers that if at any time said culvert has not been a practicable crossing, it is solely because at such time there has been an unusual and unprecedented amount of water, and that such condition was only temporary.

4. Defendant further avers that said underground crossing is reasonably sufficient and adequate for an underground crossing.

5. Defendant further avers that this Board has no authority or jurisdiction in law to require defendant to construct another underground crossing.

Wherefore, defendant prays that complainant's petition be dismissed.

In replying to this answer the complainants set out a copy of the lease by virtue of which extra ground and right of way was purchased of the complainant by the railway company in the year 1901. He also denied that there was any agreement between the parties other than the written agreement and the representations on the part of the railway company and its employes, etc. The Board visited the premises on October 23d and early in November a proposition was submitted to the complainants by the railway company which with some modifications was accepted by them and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2611--1903.

H. A. WIEMER, Harris,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY  
COMPANY.

} *Site for elevator.*

Complaint filed August 16, 1902.

Mr. Wiemer wrote the Board as follows:

I own and control a 15,000 bushel capacity elevator, now located on private grounds at Harris, Iowa.

The railway company refuses to grant me a site for the following reason, to wit: That the two elevators now located on the company's ground were sufficient to handle the grain at this point. If this would be an argument in their favor, I should be pleased to have them explain why they have granted locations for the third elevator at other points that are not handling any more grain than we are here at Harris.

In looking up the shipments that have been made from other stations, I find that Harris is not in the rear. But, however, let this be as it may, I appeal to you for your decision in this matter and trust that you will give it your attention at an early date as possible for your convenience.

The matter was taken up at once with the Rock Island Railway company and after considerable correspondence was had and a personal investigation made by the members of the Board, the railway company granted Mr. Wiemer the site desired.

Des Moines, Iowa, December 1, 1903.

No. 2612--1903.

C. T. MANBECK, Berwick, Township Trustee,

v.

DES MOINES, IOWA FALLS & NORTHERN  
RAILWAY COMPANY.

} *Overhead highway crossing.*

Complaint filed August 22, 1902.

In this case complaint was made that "at a highway crossing one mile north of Berwick the railway company intended placing an overhead crossing that was unsatisfactory to the township authorities. Complainant represented that the railroad crosses the highway at an angle and that in building the bridge over the railroad for such highway the company contemplated building it at right angles to the railroad so that it would be necessary for persons driving to make two turns when crossing said railroad. To this the complainant objected.

In answering this complaint Mr. E. S. Ellsworth, president, said:

Replying to your letter of the 22d regarding complaint made by C. T. Manbeck, township trustee, Berwick, Iowa, with reference to a highway, I herewith hand you a letter of our chief engineer, R. C. Young, with reference to this matter. I hope, on reading it, that you will allow us to build the bridge as we have designed it, and that would not be a hardship to anybody.

The letter to which Mr. Ellsworth referred follows:

I return you herewith correspondence regarding the overhead highway crossing near Berwick. It is true that this bridge has been placed at right angles to the railroad, but the angle is very slight, only ten degrees. This draws the bridge six feet off from the center to the highway, and I cannot see how it would cause the farmers any serious inconvenience, as you know that the driveway in the ordinary public highway is very crooked and an angle of ten degrees is not noticeable. My reason for designing this bridge in this way was to save a truss and a skew bridge, as you know, coming from a dirt road to a skew bridge is not desirable on account of the settlement of the dirt on one side and striking the hard bridge on the other is liable to overturn vehicles.

I hope the Commissioners will see it in this light and allow us to build the bridge as we have designed it, as it certainly can do no harm to any one.

The Commissioners said, in closing this case, that they did not believe, from the evidence before them, that the crossing proposed by the railway company, was an undesirable one, but if the county board of supervisors desired any further action taken, the Commissioners would be pleased to hear from them.

No further complaints have been made to the Board.

Des Moines, December 1, 1903.

No. 2613--1903.

CALIFORNIA GRAIN & LUMBER COM-  
PANY, California Junction,

v.

CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.

} *Petition for sidetrack.*

Complaint filed August 23, 1902.

Petition in this case recited that it was necessary for the business of the petitioners that a sidetrack of about four hundred feet in length, to connect with their sidetracks, was necessary.

The Commissioners laid this case before the officials of the North-Western Railway company, and following some correspondence was had and on April 15, 1903, Messrs. Cochran & Egan, Logan, Iowa, attorneys for petitioners, withdrew the case, as they were about to reach an amicable adjustment.

Des Moines, Iowa, December 1, 1903.

No. 2614—1903.

JOHNSON BROS., Calliope, }  
v. }  
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY. } *Abandonment of station.*

Complaint filed August 25, 1902.

Complainants wrote the Board as follows:

We wish to write concerning a matter that is of considerable importance to us, and that is: The Chicago, Milwaukee & St. Paul Railway company has closed up its station here, has taken away the agent, and is not doing any business at this place at all. We wish to ask you to look into this matter and ascertain if the railway company has a right to do this, and if not to take some action that would cause them to resume business here. We understand that when the road was built through here they were granted the right of way through the town on condition that the railway maintain a depot at this place for ninety-nine years.

It seems to us that the company has broken its contract in discontinuing the depot here. It is working a hardship on the business interests here to be deprived of the facilities for shipping and receiving freight. There is here a good general store, a lumber yard doing a good business, an elevator handling a great deal of grain, a large mill turning out large quantities of flour the year round and a blacksmith shop, etc.

With so much business here it seems to us that the railway company is not warranted in taking the depot from us. Will you please look into the matter and see if anything can be done in the interest of the people of the place in the way of railroad accommodations.

In answering this complaint the railway company by its general manager, Mr. H. R. Williams, said:

Replying to your favor of August 25th, addressed to President Earling, enclosing copy of complaint received from Johnson Bros: I beg to state that there has been but very little business done for a long time at our old Calliope station. That town—if my information is correct—has been wiped out and is now a part of Hawarden station. For that reason we closed the depot at the old Calliope station.

Our agent informs me that the business of Johnson Bros. transacted with our line is very small and would not exceed \$10 per month.

While we had an agent at Calliope the bulk of Johnson Bros.' Sioux City business came in over the North-Western road and was hauled from the North-Western depot at Hawarden the same as it can now be hauled from our depot at Hawarden.

It seems to us that there is no necessity for continuing to maintain two depots in the one town, as the business can all be transacted satisfactorily at one place.

In reference to our being granted right of way through the town on condition that a depot was to be maintained at this point, while it cuts no figure in the merits of this case, I find upon investigation that there is nothing in our right of way papers referring to such an agreement or understanding.

In closing the case the Board directed the following be sent to the complainants.

The Board has gone over your complaint against the Chicago, Milwaukee & St. Paul Railway company, with reference to maintaining Calliope station, and under the circumstances, to wit: The fact that there is no longer any town of Calliope and that the distance between stations would be so short, the Commissioners cannot compel the railway company to maintain two stations in the same town.

If you have any such agreement or contract as you claim to have your proper redress could be obtained in suit in court. This Board has no authority to enforce the terms of contracts.

Des Moines, December 1, 1903.

No. 1615—1903.

C. H. WERTZ, Lena, }  
v. } *Drainage and damages.*  
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY. }

Complaint filed September 16, 1902.

The complainant in this case stated that because the respondent railway company had made a fill without providing a sufficient water way he had been damaged on his farm several hundred dollars. The Commissioners took this up with the railway company and further culvert room was made and the case was closed as the Commissioners could not act upon the matter of damages.

Des Moines, Iowa, December 1, 1903.

No. 2616—1903.

CITIZENS OF ELDORA, }  
v. } *Station service.*  
IOWA CENTRAL RAILWAY COMPANY. }

Petition filed September 22, 1902.

The following petition signed by Ellis D. Robb, mayor, and many others, was received by the Board:

We, the undersigned residents of Eldora, Hardin county, Iowa, hereby petition your honorable body to require the Iowa Central Railway company to employ and maintain a night agent or telegraph operator at their depot in this city. Two passenger trains pass through and stop here during the night and the ticket office is always closed and tickets must be purchased before 7 P. M. the evening before, if at all. The city is also shut off from telegraphic communication after 7 P. M.

In answering this petition Mr. L. T. Day, vice president Iowa Central Railway company, said:

We have your favor of the 23d inst. enclosing copy of letter from Ellis D. Robb, of Eldora, Iowa, also copy of petition of citizens of same place, asking that our company maintain a night agent or telegraph operator at that point. We have no doubt it was Mr. Robb's intention to state the situation fairly to the commission, but as often happens with people similarly situated, his ideas as to the business involved is quite incorrect. We have prepared a statement showing the number of passengers taking our trains Nos. 5 and 6 for two weeks previous to the date of his communication, which is as follows:

Date.	No. Passengers Train No. 5.	No. Passengers Train No. 6.	Date.	No. Passengers Train No. 5.	No. Passengers Train No. 6.
September 5	.....	.....	September 12	1	1
September 6	1	8	September 13	2	.....
September 7	2	.....	September 14	1	8
September 8	2	1	September 15	1	1
September 9	1	2	September 16	2	1
September 10	1	1	September 17	.....	.....
September 11	2	2	September 18	.....	1
			September 19	.....	.....

You will note that instead of the passengers on these trains averaging from three to fifteen on each train as stated by Mr. Robb, that the total number for fifteen days was sixteen on train No. 5 and fifteen on train No. 6, or an average of one person per train.

We regret that the business is not what Mr. Robb supposed instead of what it really is, and we are inclined to believe that the inconvenience complained of is on account of the desire for telegraph privileges, which is a matter for determination by the Western Union Company, as we do not do any commercial telegraph business.

In giving you the facts as disclosed by our train records, which we assume you will probably transmit to Mr. Robb, we want to state at the same time, that although there is no business involved that will justify the expense of a night operator at Eldora, that we want to accommodate the citizens there in every way that we can, and if we can arrange for the removal of a night operator from some other point to Eldora and take care of our requirements in connection with the dispatching of trains, we will endeavor to do so, but we cannot afford to employ an operator without any other duty than keeping the Eldora station open and attending to the Western Union business, in which we have no interest and for which we would receive no revenue.

Considerable correspondence followed, resulting in an effort being made by the railway company to change some man from a minor point to Eldora for the service requested.

Des Moines, December 1, 1902.

No. 2617—1903.

In the matter of train connections at Alton, crossing of the CHICAGO & NORTH-WESTERN RAILWAY CO. and the CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY.

On October 21, 1902, the Board addressed the following letter to Mr. W. A. Gardner, general manager Chicago & North-Western Railway company:

The Commissioners have noted a change in the running time of your train No. 8 from Hawarden to Tama, by which the train now leaves Hawarden at 7.40 instead of 7.20 as formerly, arriving at Alton at 8.35 instead of 8.15 as before. Now this train lies at Alton until 8.50 A.M. The train going north from Sioux City, leaving that point at 7.00 A.M., leaves Alton at 8.15, so that passengers who desire to go north on that train over your road on No. 8 as above noted, can not do so, although formerly they could. This is a great inconvenience to quite a number of people who desire to make the connection; under the new arrangement they will have to wait four hours for a train going north. The Commissioners would like to inquire whether or not the time of your No. 8 could not be restored, making the train leave Hawarden at 7.20, arriving at Alton at 8.15. Of course, this makes a long wait at Alton for the train west to Sioux City, but it would save considerable disappointment on the part of your patrons who desire to take passage on the north train.

Will you have this matter investigated and advise the Board of the result?

Mr. R. H. Aishton, assistant general manager, in reply to this letter, on October 28th, said:

In reply to your communication of the 21st inst. relative to the time of our train No. 8, between Hawarden and Tama, would say:

Prior to June 15, 1902, No. 8 left Hawarden at 10.00 A.M., having no connection at Alton for Sioux City but having a connection for the north. On June 15th the train was started out at 7.20 A.M. so as to connect with both north and south at Alton, which caused a delay of twenty-five minutes at Alton to any Sioux City passenger. This caused a good deal of complaint and upon representations that there was no business for the north and that all passengers for the south would be delayed twenty-five minutes we again changed the time of this train, making it leave Hawarden at 7.45 A.M.

It is perfectly agreeable to us to have the train leave at 7.10 A.M., arriving at Alton at 8.10, so that any passengers who desire may go north, and I have instructed that on our new time-table, effective on November 2d, this change be made, inferring that you have some information that it is causing inconvenience to our patrons from our present mode of operation.

Be glad to thank you for calling our attention to the matter.

Des Moines, Iowa, December 1, 1903.

No. 2618—1903.

R. A. BUCK, Mayor, et al. State Center, v. CHICAGO & NORTH-WESTERN RAILWAY COMPANY. } Dangerous street crossings.

Complaint filed October 31, 1902.

The petition in this case, signed by the mayor and prominent citizens of State Center, was as follows:

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

We, the undersigned, resident citizens and taxpayers of State Center, Iowa, and vicinity, being forcibly reminded by the killing of one man and the crippling of another at the main crossing of the North-Western tracks in State Center on Sunday morning, September 14, 1902, that the manner of operating its road and the speed at which trains are run through the town of State Center by the Chicago & North-Western Railway company, have made it dangerous and unsafe to cross its tracks in our town day or night, respectfully petition that you visit our town and see if something cannot be done for the safety of life and limb of our citizens and the patrons of said Chicago & North-Western Railway company, and to this end, as in duty bound, we, your petitioners, will ever pray.

In sending this petition Mayor Buck said:

We have been negotiating for some time past with the Chicago & North-Western Railway company to erect gates at our dangerous crossings, but have been unable to make satisfactory arrangements with them. There has been no less than a half dozen people killed at these crossings in the past six years.

The matter was presented to the railway company, with request that it be given careful consideration. On November 20, 1902, Mr. W. A. Gardner, general manager, wrote the Board:

It has been arranged to install gates at these crossings, and they will be placed in operation just as soon as it is possible to do so.

This adjustment was satisfactory to complainants and case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2619—1903.

LUTHER M. TUTTLE, Van Cleve,  
v.  
IOWA CENTRAL RAILWAY COMPANY.

} *Fencing.*

Complaint filed November 4, 1902.

The complainant in this case stated that the right of way fence adjoining his pasture was out of repair; that on account of this his live stock escaped upon the right of way, thence into neighbor's fields, etc.

The Commission called the railway company's attention to the complaint and the fence was repaired.

Des Moines, December 1, 1903.

No. 2620—1903.

E. J. SMITH & SONS, North English,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

} *Failure to furnish cars.*

Complaint filed November 4, 1902.

Complainants in this case stated they were utterly unable to get cars for shipment of drain tile, etc., that they understood other parties were being furnished with cars for shipment of coal and perishable freight, but they believed they too were entitled to some consideration.

The complaint was taken up with the respondent railway company and the Commission was advised that on account of extreme shortage of cars the railway company was giving preference to movement of perishable freight and coal.

The complainants later asked the further assistance of the Board in securing cars for them, which was done.

Des Moines, December 1, 1903.

No. 2621—1903.

P. B. OSBORN, Ellsworth,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY and the  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.

} *Loss in transit.*

Complaint filed November 6, 1902.

The complainant wrote that he had shipped a car of wheat from Parkston, S. D., October 14th, and had been unable to get trace of car since.

The Commissioners undertook to trace the car for Mr. Osborn, and did so. Later the Commissioners were advised the car had been located.

Des Moines, December 1, 1903.

No. 2622—1903.

OTTO C. KRAG, Alexander,  
v.  
IOWA CENTRAL RAILWAY COMPANY.

} *Loss in transit.*

Complaint filed November 10, 1902.

Complaint in this case was for damages sustained in shipping a buffet. While the Board has no jurisdiction in such matters, the case was taken up with the railway company with the hope of having the claim adjusted. The railway company, however, disclaimed that they were responsible in the amount claimed, and that they had authority to return the buffet to the shipper and have it repaired at the railway company's expense, which the company would agree to. As Commission could do nothing further the case was closed.

Des Moines, December 1, 1903.

No. 2623—1903.

CITIZENS OF CUMMINGS,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY.

} *Relocation of depot.*

Petition and complaint filed November 13, 1902.

The petition in this case recited that the said Chicago Great Western Railway company, having been engaged for several months in making a cut of considerable length and depth through the Cummings hill in order to facilitate the movement of trains with greater ease over said hill, have not transferred the running of all trains to the now lowered tracks located in said cut, leaving the depot as it originally stood. Adjusted, the level of the original grade from which all trains have been withdrawn, and as said cut is of some half mile in length and ranges from one foot in depth at the ends to ten to fifteen feet through the greatest portion of its length, and since the depot building, as it now stands, is located centrally as to the length of said cut, hence the said depot is now situated upon the embankment of ten to twelve feet above the tracks now used by the said railway company at this point, as is evidenced by a flight of twelve ten-inch steps prepared for the ascent and descent of passengers. The embankment being left as it was when excavated by the steam shovel, is very steep and abrupt, and these steps, resting as they do against the embankment and at the same angle, are also equally as steep and abrupt, thus making their usage very difficult and eminently dangerous in the darkness of night, or in any kind of stormy weather, and in case they should be covered with snow or ice, passage up or down them would be almost impossible, even by the most supple, while, if covered with sleet, no use whatever could be made of them, and as these steps are the only means of elevating and lowering of luggage, it requires no argument to prove the great inconvenience in the movement of freight and baggage to and from the tracks under this condition of circumstances; or with but one employe as is carried by the road at this station, the movement of either freight or baggage of any degree of weight or bulk would be utterly impossible, except by the use of some device of machinery by steam or electricity. It has been the custom of those sending out or receiving freight or baggage over said railroad at this station to place it when delivered for shipment at a point on the platform so that

It may be placed on the train at once without further handling, or, if receiving such freight or baggage, to take it direct from where left on the platform when unloaded from the cars, thus greatly facilitating matters as to time, wear and tear, or damage incident from unnecessary handling of these goods, and especially is this true of the merchants and business concerns doing business at this station; but this favor has been entirely withdrawn from its patrons by the present arrangements of the said railway company. As all freight or baggage, whether light or heavy, must now be transferred up or down this embankment before it can be received or sent away. Hence, for the reasons herein stated, it is the earnest request and appeal of the petitioners whose signatures this instrument bears, and of the entire patronage of the Chicago Great Western Railway company at this point, that the Railroad Commissioners exercise the authority vested in them by securing an immediate adjustment of the matter herein complained of, by demanding, and, if necessary, compelling said Chicago Great Western Railway company to place its depot at this station on a level with the new main line as now used in a similar manner and with equal conveniences as it was placed to the original grade and tracks before they were transferred to the places they now occupy in the cut.

The matter was taken up at once with the railway company, and after considerable correspondence and several personal conferences had been held, the railway company advised the Board on May 15, 1903, that the work of moving the depot was under way.

Des Moines, December 1, 1903.

No. 2624—1903.

G. B. HALL, Wesley,

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

} Site for coal sheds.

Complaint filed November 17, 1902.

Complaint in this case was that additional room was needed on side track for handling coal, but the complainant was unable to get any satisfaction in his application to the railroad company.

The Commissioners by correspondence brought the complainant and railway company together, with result that an adjustment was made to the reasonable satisfaction of Mr. Hall.

Des Moines, December 1, 1903.

No. 2625—1903.

D. M. GALLETINE, Van Cleave,

v.

IOWA CENTRAL RAILWAY  
COMPANY.

} Fencing.

Complaint filed November 18, 1902.

Complainant stated that right of way fence was down and should be repaired at once, as his cattle were running over the country. Fence was repaired by railway company.

Des Moines, December 1, 1903.

No. 2626—1903.

N. A. WRIGHT, Herring,

v.

CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.

} Site for coal sheds.

Complaint filed November 19, 1902.

Complainant stated that he had tried to lease ground from railway company to build coal house upon, but had been unable to accomplish what he desired. He further said he had recently shipped in thirteen cars of coal.

The case was taken up at once with the railway company with result that the site was granted to Mr. Wright.

Des Moines, December 1, 1903.

No. 2627—1903.

S. B. PACKARD, Marshalltown,

v.

IOWA CENTRAL RAILWAY COMPANY.

} Overcharge.

Complaint filed November 19, 1902.

This was not really a complaint, but an inquiry as to certain rates which he had paid on shipment of cattle. Upon investigation it was found a small overcharge had been made; which was promptly refunded by the railway company.

Des Moines, December 1, 1903.

No. 2628—1903.

W. H. MITCHELL, Sioux City,

v.

WILLMAR & SIOUX FALLS RAILWAY  
COMPANY.

} Improper operation of bridge line.

Complaint filed November 20, 1902.

Complaint in this case was as follows:

I write to call your attention to a matter that should receive your attention at once. It is concerning the Sioux City Street Railway company and the Great Northern Railway company crossing the combination bridge which spans the Missouri river at Sioux City, Iowa, to South Sioux City, Neb. This morning at the 6:45 A. M. street car left South Sioux City for Sioux City, Iowa, and due at 7 A. M. at Fourth and Pierce streets in Sioux City, Iowa, and when the car was a little over one fourth of the way across the bridge, the Great Northern freight train pulled onto the bridge from the Iowa side. The street car had to stop and back up and just as it got off the bridge and the train could clear the street car the trolley came off and the car stopped. Had the trolley come off any sooner we would have been knocked off the trestle twenty feet below.

Do railroad trains have to stop before crossing all drawbridges in Iowa and Nebraska?

Kindly give this matter your early attention so that people can have their lives reasonably safe while riding in the street cars on this bridge.

Three times in the past week this same thing has occurred.



The complaint was taken up with the railway company at once, but the general superintendent, in a letter dated December 8, 1902, said the complaint should be addressed to the officers of the Combination Bridge Company, of which the Willmar & Sioux Falls Railway company was a tenant.

Later a petition was received asking the Board to investigate the matters complained of. Before the Commissioners completed their investigations Mr. Mitchell, for petitioners, asked that nothing further be done, as he thought the matter would be adjusted all right.

Des Moines, December 1, 1903.

No. 2529—1903.

VOSS LUMBER COMPANY, Jewell,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.

*Notice to vacate site.*

Complaint filed December 4, 1902.

Complaint in this case was as follows:

We are having a little trouble over the lease of some railroad ground. The situation is this: We have been doing business on lots 6, 6, 7, 8 and 9. We and our predecessor have been on the same ground for over twenty years. Now a large elevator concern starts in coal business this year and demanded lots 8 and 9, where our coal-house, lime-house and sash door house stands. We conceded lot 9 to them; they still demand lot 8. Being a large elevator company they received the preference from the Chicago & North-Western Railway company. Our lease does not expire till July 1, 1905. By compelling us to give up lot 8 we have no ground to put our coal-house on, except lot 1, which is clear out of our way.

The matter was taken up at once with the railway company, with result that an amicable adjustment was made and the case closed.

Des Moines, December 1, 1903.

No. 2530—1903.

R. H. SPENCER, Algona,  
v.  
CHICAGO, ROCK ISLAND &  
PACIFIC RAILWAY COMPANY.

*Refusal to receive and forward freight.*

Complaint filed December 9, 1902.

This was a case of misunderstanding and the Board, bringing the parties together, the misunderstanding was removed.

Des Moines, December 1, 1903.

No. 2631—1903.

DUBUQUE & SIOUX CITY RAILWAY  
COMPANY,  
v.  
JESSE L. HOGLE, ET AL.

*Condemnation.*

Complaint filed December 9, 1902.

This was petition for right to condemn additional ground for railroad purposes. Date was fixed for hearing but the attorneys for the company advised the Board that they would obtain the land otherwise and the petition was withdrawn.

Des Moines, Iowa, December 1, 1903.

No. 2632—1903.

SAMUEL TYLER, Des Moines,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY and the  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

*Opening Thirty-Seventh street.*

Petition filed December 11, 1902.

This was a request for the opening of Thirty-Seventh street crossing the tracks of the respondent railway companies. The case was laid before the officials of the railway companies.

It developed that no street had been established over and across the rights of way of the railway companies, and the case was closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2633—1903.

G. MATZINGER, Slater,  
v.  
CHICAGO & NORTH-WESTERN  
RAILWAY COMPANY.

*Overcharge.*

Complaint filed December 17, 1902.

Mr. Matzinger filed with the Board expense bill showing shipment of three bulls from Harlan to Slater, 121 miles, on which he claimed that overcharge had been made. The Commissioners investigated the claim, found there was an overcharge of \$6.30 which the company refunded.

Des Moines, Iowa, December 1, 1903.

No. 2634—1903.

H. E. BINKLEY, Cherokee,  
v.

ILLINOIS CENTRAL RAILWAY COMPANY.

*Unjust discrimination.*

Complaint filed December 19, 1902.

The complaint in this case was unjust discrimination on rate on potatoes from various points as compared with rates to his point. The matters complained of were interstate and it developed that no discrimination was practiced but that an overcharge had been made on a shipment to Cherokee which the company was ready to refund.

Des Moines, Iowa, December 1, 1903.

No 2635—1903.

TOWN OF NEW SHARON,  
v.  
IOWA CENTRAL RAILWAY  
COMPANY.*Condition of street crossings.*

Complaint filed December 27, 1902.

Complaint in this case was as follows:

*To the Honorable Railroad Commissioners of Iowa:*

GENTLEMEN,—The complainant herein, the town of New Sharon, represents:

1. That it is a municipal corporation in the county of Mahaska, organized and acting under the laws of the State of Iowa, and that it transacts the business of a municipal corporation.
2. That the population of said town is thirteen hundred; that it covers a considerable plat of ground, laid out in streets, alleys and other public ways. That a plat of that part of the city in which complaint is made, is hereto attached marked Exhibit "A" and made a part of this petition. That said plat shows the streets, alleys and other public ways, and right of way with the main line and switch of the Iowa Central Railroad, and the same is referred to as a part of this petition.
3. That the railroad track and switch of the Iowa Central Railroad, a railroad corporation, runs through said town or city from north to south. That there is a large part of the population of the town of Sharon east of said railroad, and part north of said railroad. That part north of said railroad being known as the Newton branch of the Iowa Central Railroad, which branch runs from southeast to northwest substantially. That on the north side of said branch is a large part of the town of Sharon, thickly settled. That the business part of said city is west from the main line and south from the Newton branch. That there are many streets running north and south and east and west across the main line and the switch and the Newton branch.
4. That the Iowa Central Railroad has been making a cut along the right of way of said railroad, commencing at about the north line of the corporation of said town and extending through and to the south edge of said corporation. That they have been at work for a period of more than eight months. That they have made no adequate provision for the switching of their trains and cars, that said switching has been done on the main line of the Newton branch which crosses East Market street about seventy-five feet west of the main line of said railroad, and also crosses North Main street immediately north and opposite the post-office and business part of said town. That they refuse to make adequate crossings, and refuse to keep the inadequate crossings which they now have free from obstructions and continually obstructed.
5. That running from north to south the cut of the main line of said railroad and part of the line of the Newton branch is twelve feet by fourteen feet deep. That there is no safe and adequate

crossing over said cut, and that none could be maintained except an overhead crossing. That a crossing down one side of said cut and up to and over would be dangerous and inadequate. That said railroad company refuses to make the overhead crossing, and refuses to make adequate crossings at any of said streets. That some of the streets have been entirely closed with no kind of crossings, requiring the citizens in that part of the corporate limits to travel from one fourth to one half mile to the crossings, out of the ordinary, usual and proper causeways and across and over and through the streets and alleys that have been maintained for more than thirty years.

6. That all of said streets and railroads affected are marked, platted and described on the plat hereto attached and referred to as Exhibit "A" and make a part hereof and reference is hereby made to the same.

7. That the complainants have repeatedly requested that adequate crossings be maintained and that overhead crossings at two or more places are the only adequate crossings, and that said defendants have absolutely refused to comply with the said notices and requests and still refuse, through their officers, agents and employes, and through them have said that they will not put in or maintain crossings which complainants believe are the only adequate and necessary crossings.

Wherefore, your complainants appeal to and solicit the aid and assistance of your honorable body and ask and invite you to fix a date and visit and view said premises to more fully inform yourselves, and that you serve said defendants, the railroad company, with proper notices, and that you view these premises and determine the rights between the complainants and railroad company as to the obstruction of said streets, alleys and other public ways, and that you direct and determine in relation to the overhead crossings and in relation to the switch and cars standing on the streets and alleys and that you enter an order directing the said railroad company compelling them to put in overhead crossings and that they open said streets and alleys in a proper and safe manner. That you order the railroad company to put in at least two overhead crossings and that you fully investigate, find and determine what is right in the premises, for the protection of the public against the encroachments, and wrongs herein continued.

The answer of the railway company to this petition is as follows:

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

GENTLEMEN,—The Iowa Central Railroad company by way of answer to the complaint of the town of New Sharon filed herein on the 22d day of December, 1902, respectfully represents:

1. That it is, as charged in the complaint, a railway corporation and as such was, at the date of the filing of this complaint and for many years prior thereto, operating a continuous line of railway from the town of Centerville, in Appanoose county, northward through the State of Iowa and to the city of Albert Lea in the State of Minnesota; also a branch line leaving its main line at Oskaloosa to the eastern boundary of the State of Iowa, thence to the city of Peoria in the State of Illinois.
2. That for the purpose of more economical operation of said road and to meet the demands of commerce to be handled over its lines, it was found necessary to make a complete revision of its alignment and grades at many points in the State of Iowa, one of which was at the town of New Sharon, complainant herein; that at this point, in order to reach the ruling grade established by this defendant upon its line, it was necessary to deepen its cut within the limits of the town of New Sharon to an additional depth of about twelve feet, which work is still unfinished; that the same is being carried on entirely upon its own right of way and with the least possible inconvenience to the people of the town of New Sharon and surrounding vicinity.
3. That prior to the commencement of this work a complete plan for the revision of this work grade through the town of New Sharon was prepared by the chief engineer of the defendant company and the municipal officers of the town fully acquainted with the work to be undertaken and accomplished; that no objection was made on the part of the town, complainant, to the proposed work and the council of said town has, from time to time, been consulted as to the convenience of the public in the manner of passing over the tracks and right of way of this company during the progress of this work.
4. That during the month of September, 1902, and while the work herein explained was in progress, the chief engineer of the defendant submitted to the town council of the town of New Sharon, a complete proposition setting forth the plans for permanent bridges over such streets as was thought necessary to accommodate the public and the town of New Sharon, and the same were agreed to and were satisfactory to the town council.
5. That there are but three streets in the town of New Sharon that cross the work in progress, the first or most easterly street is now open as a grade crossing upon the newly established grade of the railroad, and is the street adjoining on which the new depot location was selected and the new depot building built. The first open street north of this and the one principally

traveled, to and from the town of New Sharon, is now furnished with a temporary bridge with a roadway sixteen feet wide, which was erected after a conference with the town authorities and to their satisfaction. The next open street north of this one is at present crossed at grade, and the town authorities have agreed that no temporary structure need be built over this street, but will wait until the work is completed, at which time a permanent structure will be constructed. This street has been infrequently used for travel and a temporary bridge is not necessary.

6. That the work necessary, contemplated and undertaken at New Sharon required the excavation of a large part of the depot grounds, making it impossible to provide additional side track facilities during the progress of the work; that this work was undertaken early in the spring of 1902, with the full intent of completing the same within that year, and to provide the station with suitable side track and shipping facilities adequate to the business demands of the station; that owing to the unfavorable weather conditions commencing soon after the work was undertaken and continuing during the entire season, it was impossible to fully complete the work within the time intended, and with greatly increased cost and disadvantage to the railway company was necessarily carried over for completion in the ensuing year; that it is the purpose of the defendant, at the earliest possible time, when weather conditions will permit, to complete the work so undertaken, and when done the station of New Sharon will be fully supplied with adequate side tracks and facilities of every character suited to the necessities and convenience of the business at that station, and permanent bridges will be constructed over the right of way and tracks of the company at said crossings in accordance with an understanding had with the town authorities, and that travel upon the highways, not only in the town of New Sharon, but to and from the same, shall be provided with adequate crossings.

7. That this defendant has not subjected the people of the town of New Sharon to unnecessary or unreasonable inconvenience in the progress of its work, but on the contrary, has provided adequate facilities for crossing its tracks and right of way and will continue to do so until the work undertaken at this station is fully completed when permanent crossings will be provided.

8. That during the progress of the work at this station a number of work trains were employed in addition to the regular trains in service upon the line which may have occasioned more or less obstruction of the grade crossings in the town but special orders were issued from the operating department that this should not unnecessarily occur; that the work trains have now been withdrawn from service at this point and that no unusual obstruction of the crossings in the town of New Sharon is now made and that whatever inconvenience may have arisen because of enforced conditions at this point and from causes herein explained, have now ceased and will hereafter be entirely avoided.

The town of New Sharon by its attorneys, Messrs. A. R. Dewey, Bolton & Bolton and S. V. Reynolds, stated in reply to the above answer that the town was willing that the case should stand postponed or continued until such time as the railroad company should have ample time to complete their improvements and make proper crossings as alleged in their answer, etc. At a later date the Commissioners were informed by the Hon. A. R. Dewey that the matter had been adjusted to the satisfaction of all concerned.

Des Moines, Iowa, December 1, 1903.

No. 2636—1903.

E. D. BARNETT, Linden,

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

Complaint filed June 3, 1902.

Complaint in this case was as follows:

*Undergrade farm crossing.*

PANORA, IOWA, May 31, 1902.

To the Board of Railroad Commissioners of the State of Iowa

COMPLAINT.

E. D. Barnett, a resident and citizen of Guthrie county, Iowa, respectfully complains and says that he is, and since the 1st day of March, 1902, has been the owner of the west one hundred

acres of the northeast quarter of section thirteen (13) in township seventy-nine (79) north of range thirty (30) west of the fifth P. M., in said Guthrie county, and has resided thereupon; that the Chicago, Milwaukee & St. Paul Railway company, a corporation, as this complainant is informed and verily believes, organized under the laws of the State of Wisconsin, or those of Illinois, owns and operates a line of railroad which crosses said land diagonally from a point about five rods west of the southeast corner thereof, running thence through said land in a direction nearly northwest by west, leaving the same on the west line thereof at a point about seventy (70) rods north of its southwest corner; that the said railroad was constructed on its present line more than twenty (20) years ago; that at a point about thirty (30) rods from where it enters said land on the east a small branch of running water coming from nearly north crosses said line of railroad, the same being spanned at the present time, and having been so spanned ever since the construction of said railroad by a wooden bridge about eighty-five feet in length, having six (6) bents, spans or intervals between supports and with its track about twenty-four feet above said branch; that the said supports are posts of large size deeply embedded in the ground, amply strengthened by cross timbers and plank, and by its height and width has ever since the construction of said railroad afforded complainant and his grantor an undergrade crossing fully sufficient for the passage of teams and stock of every kind without danger to them or detriment in any way to said railroad company, or to said railroad.

That there is at this time no other grade or other crossing on complainant's said land over said railroad, nor is there any place on said land on the line of said railway where another crossing could be made without entailing great inconvenience, expense and trouble to complainant, and danger to himself, his family and employes, as well as to his stock of every kind, at such crossing, and also said railway company, for the following, among other reasons, to wit:

1. But a small portion of complainant's said land lies to the south of said line of railroad, that is to say, about twenty acres, but upon this is located his dwelling house, barn and other outbuildings (his dwelling house and barn built before said railroad was constructed), as well as his barnyard, shed, and shelter generally, for his said stock; but as aforesaid, the greater part of his said farm, including the larger part of his hay land and nearly all his land in cultivation, lies to the north side thereof.

2. That by reason of such conditions he must necessarily cross said line of railroad whenever he hauls his grain to his barn when gathered or harvested, the mow of his hay, and largely all of his farm products; must nights and mornings cross it with his sheep, of which he has a large flock, to secure them from dog; must haul all his feed for his fattening cattle and hogs, of which he has already quite a number and expects to habitually keep many more, since his is practically a "stock" farm; that is to say, it is, or rather has been, with the aforesaid undergrade crossing intact, peculiarly adapted to the keeping, breeding and rearing of stock, to wit: cattle, horses, sheep and hogs for ultimate sale, and only for these purposes, and with this object in view, can said farm be made remunerative and profitable.

3. That with even the amount of stock this complainant now has upon his said farm the necessarily frequent crossing said railroad track from one side to the other at grade could not but be greatly dangerous to the lives of the members of his family, or his employes in charge of said stock, and to said stock as well.

That notwithstanding the premises, all of which were well known to the said railway company through its employes; notwithstanding that for more than twenty years complainant through his grantors had held open and adverse possession of said undergrade crossing, as he is creditably informed and verily believes, under color of right or title, though it is possible he could not prove the same; and notwithstanding the fact that by "filling in" at the east end of said crossing the bridge spanning said branch can be considerably shortened without interfering with the flow of said branch or with the rights and conveniences of complainant and at comparatively trifling expense, the said railway company on the 30th day of May, 1902, caused to be dumped into and upon said undergrade crossing of complainant seven carloads of gravel or dirt, whereby said crossing is so effectually obstructed and injured as to be of scarcely any practical value to him, and said railway threatens to fill said crossing entirely.

That this complainant has now no crossing over or under said railroad track, though he long ago stated to the proper representative of said company in that behalf, who interviewed him upon the subject, that while protesting against the filling up or destruction, or the obstruction, of his said undergrade crossing, if he must be deprived of it, or its use, and take a crossing at grade, that as his only alternative he preferred that said grade crossing be made at a point which he indicated about fifteen rods east of said bridge, which though greatly to his damage as aforesaid would be better for him than no crossing whatever.

This complainant by reason of the premises, asks that your honorable Board make inquiry and investigate the matters and things pertaining hereto, part of which are herein recited, and

that you make such order, or orders, in reference thereto, directed to said railway company, as to you seems just, equitable and proper under the circumstances of this case and the law governing the same.

Answering this complaint the Chicago, Milwaukee & St. Paul Railway company said:

Replying to yours of the 3d instant relative to complaint of Mr. E. D. Barnett, of Linden, Iowa: The bridge referred to is a five-span trestle about ninety-two feet long and twenty-five feet high and it is our intention to fill this bridge, putting in an eight by eight rail top culvert which will afford sufficient water way without backing water up onto Mr. Barnett's land. Such a culvert can be used nine months out of the year for a cattle pass, as the creek goes dry after the spring rains.

About five hundred feet west of this bridge a public highway crosses our track which is accessible from Mr. Barnett's feed yards and we can, if necessary, furnish him a private grade crossing about four hundred feet west of the bridge with good easy approaches.

I think after farther investigation you will agree with us that Mr. Barnett has no cause for complaint in this respect.

The case was the subject of considerable correspondence, Mr. Barnett claiming that the management of the railroad company had been misinformed, and that more careful consideration should be given his complaint. The Commissioners in response to this received the following from Mr. H. R. Williams, general manager of the railroad company:

Since the matter was first brought up, we have had the present structure repaired and put in good shape for a year. In the meantime, we will have the drainage area carefully investigated in order to determine the size of the opening which should be provided to take the water, with a view of constructing a permanent culvert at that point later on.

This was two years ago since which time no further complaints have been received from Mr. Barnett.

Des Moines, Iowa, December 1, 1903.

No. 2637—1903.

CITIZENS OF ARNOLD'S PARK,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Application for elevator site.*

Complaint filed May 13, 1902.

The original petition in this case follows:

To the Railway Commissioners of the State of Iowa:

We, the undersigned, Mayor and Councilman of Arnold's Park, Dickinson county, Iowa, would most respectfully set forth the following:

That our town contains — inhabitants; that we are situated on the Chicago, Milwaukee & St. Paul Railway, in a good farming territory of progressive farmers; that our people have to haul their coal five miles or more and that there are no coal sheds or elevator located here and that the said Chicago, Milwaukee & St. Paul Railway company, have neglected or refused to locate the same upon their right of way although they have been petitioned to do so; that there are parties here who are willing to erect a good elevator and coal sheds and operate the business the year around. Therefore we would most respectfully ask your Commissioners to investigate this matter at your earliest convenience with a view to locating the same.

The matter was taken up with the railroad company, and at a later date resulted in the parties being granted the site for building of elevator.

Des Moines, Iowa, December 1, 1903.

No. 2638—1903.

L. O. AMUNDSON, Radcliffe,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Open farm crossing.*

Complaint filed April 30, 1902.

On April 30, 1902, Mr. L. O. Amundson of Radcliffe, Iowa, called at Railroad Commissioners' office and asked that the Board investigate his claim for an open crossing over the Chicago & North-Western Railway leading from his dwelling house to the public highway, and made the following statement concerning the same: That he owns a farm in section 25, Lincoln township, Hamilton county, Iowa, through which the Chicago & North-Western Railway company's right of way runs, cutting off his only way to the public highway; that the only crossing over said right of way now maintained by the railway company is the usual crossing with heavy gates, instead of which crossing Mr. Amundson desires an open crossing maintained, which is his only way to the public school and to his market at Radcliffe; that his barns and dwelling house are about fifty rods from the right of way; that there are about forty acres of plow land across the right of way from over which he must pass to work it.

The railroad company, in answer to this complaint, said:

We have given it a very careful investigation and it is shown that by opening up a short lane to the highway east of Mr. Amundson's place, he can reach his property on the south side of the track. This is a little longer distance than it would be to open a crossing at the point desired, but it will be readily recognized that, as a matter of safety, it is best to establish these open crossings only where absolutely necessary, as they are a source of great danger, and, for this reason, it is felt by the management that Mr. Amundson should arrange to use the crossing on the east and thereby avoid creating a situation which might at any time lead to a serious accident.

While the Commissioners appreciated the condition that Mr. Amundson was in it was not such a case that they could order an open crossing, and the complainant had other means of reaching the highway.

Des Moines, December 1, 1903.

No. 2639—1903.

A. A. BERRY SEED COMPANY,  
CLARINDA,  
v.  
CHICAGO & NORTH-WESTERN  
RAILWAY COMPANY. } *Refusal to receive and forward freight.*

Complaint filed April 24, 1902.

The complaint in this case was as follows:

We have a quantity of corn stored at Sloan, Iowa, and have been shipping seed corn to quite an extent from there this season, as it was a good crop in that section. We have had quite a bit of trouble in getting the proper freight rates, however. The regular freight rate to Council Bluffs from Sloan is six cents per hundredweight, but to Kansas City and Atchison, Kansas, the through freight rate is placed at seventeen cents per hundredweight, while on the same connect-

ing road from the Burlington & Missouri from Council Bluffs (also the Missouri Pacific), it is only six cents and a fraction per hundredweight. In shipping to points other than the two named, on this side, the freight rate advance charges to Council Bluffs is only six cents and a fraction. Now, we do not see how they can charge this way. We have a good number of expense bills that we expect to put in a claim for, to the Chicago & North-Western Railway company for rebate. We have a claim in one instance where they held a shipment at Pacific Junction for eight days, and as the shipment was for Dallas, Texas, the season was over before the corn reached there and was refused. We had to sell it out as feeding corn, when it was high-priced seed corn. The Chicago & North-Western Railway company has been acting very contrary and giving us quite a bit of trouble, as they wish to ship this to Chicago, and get a long haul, and most of the market is in the south. We have just sold 10,000 bushels to the Atchison Live Stock Company, of Atchison, Kansas, and herewith enclose a letter we received from them, after we accepted their offer. Now, the agent says they will not let us rebill this corn nor will they give us cars to ship it in to Council Bluffs, having refused to do so today. We could reload on the Burlington cars if they would let us have the North-Western cars to ship to Council Bluffs. We ask that you kindly tell us if they can prevent us or refuse to furnish cars to ship our product in. It will cost us one cent per bushel more to reload.

Please explain this matter fully, and bring force to bear upon these people that we may have our rights. We have just received a message from the Atchison Live Stock Company as follows: "Can you get a Missouri Pacific car and load at once?" In conversation with the agent at Sloan today, he said he would not furnish another car to bill to Council Bluffs or Omaha, or furnish any to rebill. What are our rights in this matter, and what can be done?

The Commissioners upon receipt of the above took the case up by wire as well as by mail with the respondent railway company. Mr. F. P. Eyman, assistant general freight agent wrote the Board on April 26th, saying among other things:

We have through tariffs from points in Iowa, including Sloan to Atchison, which we understand are entirely satisfactory to all shippers. If these parties will put in an order with our agent at Sloan, advising how many cars are wanted for corn going to Atchison or other southwestern points, and specify on what lines south of Council Bluffs they wish to ship this corn, we will be in hopes to get cars for them promptly and move them loaded at once to Council Bluffs, or other junction points, for delivery to the connecting line. We are unable to get cars from connecting lines for this traffic, unless orders are placed with our agent by the parties who are to load the cars.

The Board wrote Mr. Eyman upon receipt of his letter again asking why the company declined to ship corn to Council Bluffs. Mr. Eyman wrote as follows:

Answering your favor of April 24th with further reference to the complaint of the A. A. Berry Seed Company, beg to say that as we understand this proposition, the shippers notify us that the final destination of the grain is Atchison, Kan., and that is in no sense of the word a local shipment from Sloan to Council Bluffs. We are now advised that the Berry Seed Company have placed orders with our agent at Sloan, for Chicago, Burlington & Quincy cars in which to handle the business through to southwestern points, and we will endeavor to furnish these cars and handle them in accordance with our through tariffs as promptly as possible. There has, so far as I know, been no question at any time as to the shipment of local grain from Sloan to Council Bluffs involved in this matter.

At a later date the Commissioners wrote the complainant as follows:

The rate fixed in Iowa by the Commissioners is a maximum rate, more than which the railway companies may not charge without being subject to the heavy penalties provided by law. The question in your case would be whether the haul from Sloan to Council Bluffs was a State shipment or only a portion of an interstate shipment. If a State shipment, then there can be no question as to the application of the Commissioners' rates, and the company's agent could hardly claim the right to refuse to bill the corn to Council Bluffs.

The Commissioners also addressed a letter to the attorney general upon the questions involved, and this letter, together with the reply, is herein printed:

May 7, 1902.

HON. CHAS. W. MULLAN, Attorney General, State of Iowa:

DEAR SIR,—A question has arisen in this office on which the Commissioners would be pleased to have your opinion. The case presented is substantially as follows:

The A. A. Berry Seed Company, of Clarinda, Iowa, had corn at Sloan, Iowa, situated on the Chicago & North-Western Railway which they desired to ship to some point in Kansas. Upon investigation they found that the Iowa Commissioners' rate from Sloan to Council Bluffs, plus the local rate Council Bluffs to destination would be less than the through rate as offered by the Chicago & North-Western Railway company, consequently ordered the corn shipped Sloan to Council Bluffs, at which latter point they expected to unload it themselves, haul by team to the railway which would deliver the corn to its destination.

The Chicago & North-Western Railway company declined to either bill the corn to Council Bluffs, or as the Board understands it, to apply the Iowa Commissioners' rate to such shipment, claiming that it was not a State haul but only a portion of an interstate shipment.

The point upon which the Commissioners desire to have your opinion is this: Under circumstances of this kind would the shipment Sloan to Council Bluffs be a State shipment and subject to the Iowa Commissioners' rates, rules and regulations, or is it a part of an interstate haul and subject only to the laws governing that class of shipments?

Your answer will be greatly appreciated by the Board.

THE BOARD OF RAILROAD COMMISSIONERS,

By DWIGHT N. LEWIS, Secretary.

SIRS,—I am in receipt of your favor of the 7th instant asking my opinion as to whether a shipment of grain from a point in the State of Iowa on one line of railroad, to Council Bluffs, another point within the State, there to be taken by the consignor and by him reshipped to some other point without the State of Iowa, falls within the interstate commerce, or whether it is the transportation of property by a common carrier wholly within the State, and therefore subject to the jurisdiction of the Board of Railroad Commissioners of the State. In reply I submit the following opinion:

The case as stated by your secretary, and as I understand it, is this:

The A. A. Berry Seed Company of Clarinda, Iowa, have seed corn in the possession of their agent at Sloan, Iowa. They desire to ship this corn from Sloan, Iowa, to Council Bluffs, Iowa, over the Chicago & North-Western Railway, and have applied for cars for that purpose, which have been refused on the ground that the transportation from Sloan to Council Bluffs constitutes only a part of the carriage of the corn, as it is destined to be shipped to points beyond the State, the purpose of the Berry Seed Company being to bill the corn from Sloan to Council Bluffs and there have the same delivered to them to be afterward shipped by them to its destination over another line of railway.

I am clearly of the opinion that the contention of the Chicago & North-Western Railway cannot be maintained. The case does not fall within the class which has been declared by the courts to be interstate commerce.

It is unquestionably true that where goods are delivered to a common carrier which only transports the same within the limits of the State, and then delivers them to another common carrier for transportation to a point beyond the State line, the transportation by the first carrier is interstate commerce, although it does not take the goods beyond the limits of the State. This was held in the leading case of *The Daniel Ball*, 10 Wall., 557, and the principle announced therein has since been closely adhered to by the subsequent decisions; but in all the cases where such transportation wholly within the State has been held to be interstate commerce, the goods or property delivered to the carrier within the State were designed to be transported by it and delivered to another common carrier to be transported beyond the State, without again coming into possession of the consignor before delivery to the consignee.

In the case under consideration the property is to be delivered to a common carrier at a point within the State, and by it conveyed to another point within the State, and there delivered to the consignor. When it is so delivered the consignor is at liberty to deliver it to another common carrier to be transported beyond the State, or to make such other disposition thereof as he may see fit. So far as the first common carrier is concerned, its entire responsibility ceases when it delivers the goods to the consignor at the place of destination within the State; and so far as such carrier is concerned it is purely a transaction wholly within the State, and does not come within the rules of interstate commerce.

No reason can be assigned why a common carrier should refuse to accept goods or property tendered to it for transportation between two points within the State, because the owner thereof to whom such property is to be delivered at the destination within the State, intends to reship the same over the line of some other common carrier to a point without the State. The transaction, so far as the original carrier is concerned, begins and ends within the State, and is therefore not only not within the rules of interstate commerce, but is within the rules and regulations of the State Board of Railroad Commissioners.

If the A. A. Berry Seed Company wishes to ship its corn at Sloan to Council Bluffs for distribution to other points outside of the State, it has the absolute right to do so, and the North-Western Railway company must furnish it cars and facilities for such shipment; and so far as that company is concerned, it is wholly immaterial what disposition the seed company makes of the property after it is delivered to them at Council Bluffs. It is not an interstate transaction and the State Board of Railroad Commissioners has full power in the premises.

Respectfully submitted,

CHAS. W. MULLAN, Attorney General.

Des Moines, Iowa, December 1, 1903.

No 2640—1903.

JOSEPH WHYTE, ET AL, Blencoe,

v.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

} *Application for elevator site.*

Complaint filed March 19, 1902.

The case was an application for an elevator site in the town of Blencoe, Iowa. Mr. R. H. Aishton, general superintendent, in answering the application, said:

According to our records all the land owned by this company, at Blencoe, that could possibly be used for the construction of a grain elevator, is now under lease to other parties, and we do not feel that we can consistently require the cancellation of any of these leases in order to provide another location at this point, which is already supplied with two elevators.

The Commissioners kept up their endeavors to do something in this case, but Mr. Whyte abandoned his efforts to procure the site.

Des Moines, Iowa, December 1, 1903.

No. 2641—1903.

GOLDEN STAR CREAMERY ET AL, Arcadia,

v.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

} *Relocation of line.*

Complaint filed February 18, 1902.

Complaint in this case was as follows:

The undersigned citizens and residents of Arcadia, in Carroll county, and vicinity, represent to your honorable body, that the Chicago & North-Western Railway company, about the year 1837, located and built the main line of the Chicago & North-Western Railway through what is the incorporate town of Arcadia, Iowa, and located a depot within what is now the bounds of the incorporated town of Arcadia, Iowa, and maintained the same and operated the said road through said incorporated town until December, A. D. 1901.

That subsequent to the time said road was located through Arcadia and prior to December, 1901, many stores, shops, warehouses and other buildings were erected in the vicinity of the Chicago & North-Western railway at Arcadia and a town of about four hundred inhabitants was built up and incorporated; that on or about the year 1898, and while the Chicago & North-Western Railway company was maintaining a depot in said town and operating its main line through said town, the undersigned residents erected a creamery in the town of Arcadia in the vicinity of the Chicago & North-Western Railway depot in said town as then located; that during the summer of 1901 the Chicago & North-Western Railway company built a new track between Maple River Junction and West Side, Iowa, which does not pass through the incorporated town of Arcadia, Iowa, and on or

about December 1, 1901, they abandoned the track of said road running through the incorporated town of Arcadia and at the present time are not operating trains on said track or maintaining a depot within the incorporated town of Arcadia, or its corporate limits.

That the failure of said company to maintain a depot within said incorporated town, and operate its road through such incorporation is a great damage and inconvenience to the residents of said town of Arcadia and the general public

Wherefore your petitioners respectfully ask that the said Chicago & North-Western Railway company be required to maintain a depot within the incorporated town of Arcadia and that they be required to operate through said town at least one passenger train and one freight train each way every twenty-four hours.

Signed by shareholders of the Golden Star Creamery Company.

The complaint was sent to the railway company, although the Commissioners did not assume any jurisdiction. It developed that the real issue was the removal of creamery to new location, the creamery company insisting that the railway company should be to the expense of removal. The railroad company, however, refused to remove the creamery as suggested, stating that they had no objection to the creamery company doing so.

Des Moines, Iowa, December 1, 1903.

No. 2642—1903.

CITIZENS OF PLEASANT PLAIN,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

} *Reconstruction of line.*

Complaint filed June 5, 1902,

The complainants in this case stated that the Chicago, Rock Island & Pacific Railway company was making a change in the location of its line which would leave Pleasant Plain one mile to the west, and they objected to that. Also a letter was received from Mr. John F. Loehr, member of the town council, as follows:

We appeal to you on behalf of the citizens and property owners of Pleasant Plain, Iowa, to see if you can not do something for us with the Chicago, Rock Island & Pacific Railway company. They are leaving our town about one and one half miles and we are damaged to a considerable extent by their doing so. It is the opinion of the citizens here that they have paid or agreed to pay J. Harvey & Company quite a consideration to move their buildings to the new location with the expectation that the rest would follow. There are poor people and widows that have their all here in property and who will be greatly damaged by the railroad pulling up. Is there any recourse? Let me hear from you.

The Commissioners wrote the complainants as follows:

Your communication of June 4th to this Board received, and while it is probably true that this Board has no authority to render you any assistance in this matter, complaint will be laid before the railroad company and it is possible that some arrangement may be made whereby the people of Pleasant Plain may have ready access to the new station.

It is possible that your town may have vested rights that the railroad company would be obliged to respect, and if so, the courts, upon proper application, would protect such rights. Upon this subject it probably would be well for you to confer with some attorney who should be made acquainted with all the facts.

After making further investigation the Board believed that it would have no right to take action in a case of this kind, and the case was closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2643 -1903.

E. FOBES, et al, Glidden,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Location of stock yards.*

Complaint filed June 2, 1902.

The complainants in this case stated that the stock yards were located too close to residences and were very offensive to the people. The attention of the railroad company was called to these complaints, and the commissioners were afterwards advised that the yards were placed in proper condition and the use of them restricted, thus minimizing the unpleasant condition.

Des Moines, Iowa, December 1, 1903.

No. 2644 -1903.

C. McCLELLAND, Des Moines,  
v.  
INTER URBAN RAILWAY COMPANY. } *Farm crossing.*

Complaint Filed April 30, 1902.

The complainant in this case called at the office of the Board and requested that the respondent company be compelled to furnish him a crossing. The Commissioners visited the premises and suggested a means of compromise that would afford Mr. McClelland proper accommodation. Before the agreement was made Mr. McClelland died.

Des Moines, Iowa, December 1, 1903.

No. 2645—1903.

W. S. FURNAS, Lisbon, }  
v. } *Train service.*  
CHICAGO & NORTH-WESTERN  
RAILWAY COMPANY.

Complaint filed April 22, 1902.

Complaint in this case was as follows:

We are unable to secure proper passenger accommodations at Lisbon for the west. The Chicago & North-Western Railway company furnishes no passenger service from 10.45 P. M. until 1.48 P. M. of the next day, for the west.

We have a number of traveling men living at Lisbon and it works a great inconvenience and expense for them, as well as to all of our citizens wishing to take a west-bound train from Lisbon in the morning. The morning train, passing about 6.00 o'clock, stops at the Mount Vernon depot. It is nearly three miles, by wagon road, from Lisbon to the Mount Vernon depot. It is expensive and exceptionally inconvenient to hire transportation from Lisbon to Mount Vernon in order to take a forenoon train for the west.

There are a large number of trains out of Cedar Rapids in all directions in the morning, and we need morning passenger service at Lisbon in order to make connections at Cedar Rapids.

We trust you will take this matter up and see if you can give us some relief.

Your favors in this matter will be greatly appreciated by the citizens of Lisbon.

Answering this complaint, Mr. W. A. Gardner, general manager, said:

Replying to yours of the 23rd and returning copy of your letter addressed to the Board by Mr. W. S. Furnas of Lisbon, beg leave to say: The conditions at this point are exactly similar to those at Mechanicsville, regarding which we wrote you on the 22nd inst., and the same argument will apply. No. 3, the train which is desired to make the stop, is a through train with important connections, and to schedule it with any additional stops would simply result in absolute inability to reach the terminal on anywhere near scheduled time.

Mount Vernon being so close to Lisbon the Commissioners did not feel warranted in ordering the stopping of the trains as requested.

Des Moines, Iowa, December 1, 1903.

No. 2646--1903.

A. F. JAMISON, Lohrville, }  
v. } *Farm crossing.*  
MASON CITY & FORT DODGE  
RAILWAY COMPANY.

Complaint filed March 25, 1902.

In this case Mr. Jamison believed that he was entitled to an undergrade farm crossing. A vast amount of correspondence followed the filing of the complaint. The Commissioners went upon the ground and endeavored in every way possible to bring about an adjustment. The conditions were not such, under the law and the decisions of the supreme court, as to warrant the Board in ordering an undergrade crossing. However, some time later the company made an adjustment with Mr. Jamison that closed the case.

Des Moines, Iowa, December 1, 1903.

No. 2647—1903.

IRVIN F. WRIGHT, Corning, }  
v. } *Insufficient number of trainmen.*  
CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY.

The complainant in this case stated that the respondent company was not using a sufficient number of trainmen on its trains to properly protect them. The Commissioners investigated the matter quite thoroughly but nothing was developed indicating any neglect on the part of the railway company jeopardizing public interests.

Des Moines, Iowa, December 1, 1903.

No. 2648—1903.

H. P. POWERS, MOULTON,  
v.  
ILLINOIS CENTRAL RAILROAD  
COMPANY.

} *Two stations of same name.*

Complaint filed October 28, 1902.

The complainant in this case stated that the respondent railroad company had named a station in Pocahontas county "Moulton," the same as an old established town, post office and railroad station in Appanoose county, thus causing considerable confusion. The respondent company upon having their attention called to this changed the name of their Moulton to Cora.

Des Moines, Iowa, December 1, 1903.

No. 2649—1903.

CITIZENS OF DONLEY,  
v.  
CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY.

} *Petition for depot.*

Complaint filed October 28, 1903.

Petition in this case was numerously signed and requested the Board to order the building of a new depot and the installation of an operator at Donley, Iowa. Mr. John P. Ward also wrote the Board urging the facilities asked. The railroad company, by Mr. H. C. Nutt, superintendent, stated that there was no necessity for a larger depot than was already there and that certainly no agent was needed for the business. He stated that the entire receipts for shipments in and out at Donley was but \$12 per month. The Commissioners asked Mr. Ward to give them certain information with respect to the population of Donley, amount of business done, etc., but nothing further was heard from him.

Des Moines, Iowa, December 1, 1903.

No. 2650—1903.

JAMES M. SHERRICK, ET AL, Croton,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

} *Street crossing.*

Complaint filed October 27, 1902.

This was a petition asking that the Chicago, Rock Island & Pacific Railway company be compelled to put in a crossing for public use where its track crossed Locust street in the town of Croton. The Commissioners laid this case before the officers of the company, and answer was made by Mr. Carroll Wright, as follows:

Papers in connection with the request of certain parties at Croton to have a crossing opened for public use across the tracks operated by the Chicago, Rock Island & Pacific Railway company at what is termed Locust street, in the town of Croton, have been referred to me.

In answer to this request, I have to say that in view of the location of the proposed crossing, this company must decline to open a way across its tracks at that point. The crossing would be in the middle of our yards a short distance west of our depot; would be a serious inconvenience to the company and a source of danger to the traveling public. There is a crossing over our tracks of sixteen feet in width within 250 feet of this proposed crossing. Locust street, referred to in the petition, is only twenty feet in width, and this crossing would be of no benefit to the general public, although it might be of some convenience, possibly, to two or three parties. The crossing is not needed by the citizens of Croton nor the general public. The present means of crossing our tracks in the town of Croton are entirely adequate, and the proposed crossing is in no means a necessity. We cannot agree that there is any crossing of our tracks at what is called Locust street. Our railroad tracks were laid through the town of Croton, and the depot located with its sidetracks where they are now, in 1856. There never has been a crossing of our tracks at the proposed location, and if there ever was a right to a street across our depot grounds at that point that right has long since been abandoned.

We trust that the Board of Railroad Commissioners may at some early date personally investigate the situation at Croton, for by such investigation we are satisfied a conclusion will be readily reached that no crossing at Locust street is either desirable or can be enforced.

The Commissioners wrote Mr. Sherrick, asking for certain necessary information, as follows:

Before the Board can do anything further in this matter we must have positive information that the street or highway in question was either in legal existence before the railway was built, or else was properly and legally laid out across the railway company's right of way as well as up to and adjoining said right of way on either side thereof. In other words, it would not be sufficient to merely file a plat showing the location of such a street or highway across the railroad. There must have been obtained either the consent of the railway company for such a highway across this right of way or else such highway should be legally established across such right of way in same manner as is provided for opening a highway through any other private property. Of course, as noted above, if the highway or street was legally in existence before the railway was established, then it would not be necessary to take the steps outlined in the foregoing.

The Commissioners await your further advice.

The Commissioners were never furnished with the information requested.

Des Moines, Iowa, December 1, 1903.

No. 2651—1903.

CITY OF OELWEIN,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY.

} *Condition of viaduct.*

Complaint filed October 17, 1902.

This was a complaint that a viaduct was not in proper condition. The attention of the railroad company being called to it, the same was repaired.

Des Moines, Iowa, December 1, 1903

No. 2652—1903.

CITY OF MASON CITY,  
v.  
IOWA CENTRAL RAILWAY COMPANY.

} *Condition of viaduct.*

Complaint filed October 17, 1902.

The Commissioners received the following ordinance from the city authorities of Mason City.



ORDINANCE No. 135

AN ORDINANCE declaring the necessity for reconstructing the viaduct of the Iowa Central Railway over East State street, in Mason City, Iowa:

Be It Ordained by the City Council of Mason City, Iowa:

Section 1. That, it is hereby declared necessary for the safety and protection of the public to reconstruct the viaduct belonging to the Iowa Central Railway company, extending upon and over East State street, in the city of Mason City, Iowa. Said viaduct shall be reconstructed under the supervision of the city council and the city engineer in accordance with plans and specifications.

Sec. 2. The city clerk is hereby instructed to notify the Board of Railroad Commissioners of the passage of this ordinance, and request said Board to make an examination of the premises, and determine whether or not the same be necessary for the public safety and convenience.

Sec. 3. Said viaduct shall be six to six feet in length, and of such height that there will be fourteen feet in the clear between the lower portion of said viaduct and the top of the street, and so constructed that the railway thereunder will be forty feet in width, and the balance twenty-six feet shall be at a grade to receive sidewalk. The approaches thereto shall be of such a distance, not exceeding eight hundred feet, so that when excavated and paved in accordance with plans and specifications, it will give a clearance of fourteen feet under said viaduct. The material and manner of construction thereof shall be such as provided in the plans and specifications for said viaduct; said plans and specifications to be approved by the council.

Sec. 4. The city council shall consider any objections that may be made to the reconstruction of said viaduct, and the approaches thereto, at a meeting to be held for that purpose at the city hall in Mason City, Iowa, on November 3, 1902, at 8 o'clock, P. M., and the city clerk is hereby required to serve notice upon the Iowa Central Railway company of the date and place and when and where such objections will be heard and of the adoption of this ordinance.

Sec. 5. This ordinance shall be in force and effect from and after its passage and publication. Adopted this 6th day of October, 1902.

Attest:

J. H. McEWEN,  
City Clerk.

F. M. MORRIS,  
Mayor.

In answer to this complaint Mr. L. F. Day, vice president, said:

I have notified the city that we will not accept the ordinance, and the situation so far as we are concerned is this:

The present highway under our tracks I believe is as old as the railroad itself. Some time ago we received advice from a Mr. Conlogue requesting us to lengthen the bridge in order to widen the street which is claimed was insufficient in connection with the territory east of our tracks, in which he was interested. Some months ago we placed an order with the Phoenix Bridge company, of Phoenixville, Pa., for a new eighty-five foot span. The bridge company agreed to deliver the new span previous to January 1st next, and work upon it is now in progress. Some time ago we began to place material for the abutments to carry this span, but discontinued the work because of advice from the city that they would not permit the improvement to proceed. The vertical clearance which this new span will give is greater than that of the present bridge, and is in excess of the clearance given by many of the crossings of the principal streets of Chicago where the street traffic is of course very much more important. The length of the new span is greater than required by the ordinance.

It is my understanding that the city having established the grade of the street in question, discontinued the work without conforming to the fixed grade. Apparently they desire the railroad company to complete their work, and I believe that the request is unfair and contrary to law as well as to equity.

We are both disappointed and surprised at the attitude of the city council, which we believe is not well considered. It is annoying and expensive to us, and we hope to be allowed to proceed with our work at an early date. Unless the matter is settled at once so as to permit us erecting the structure, which is practically completed, we will be unable to complete the work before some time next year, as we can neither erect the abutments nor raise our grade as contemplated during the winter months.

I will be pleased if your Board can do anything to bring about a businesslike settlement of this matter, that will permit us to proceed with our plans for improvement.

Considerable correspondence followed, and later the Board was advised by both the Mayor of Mason City and Vice President Day, of the Iowa Central Railway, that the city and railroad company had agreed upon plans for the viaduct.

Des Moines, Iowa, December 1, 1903.

No. 2653—1903.

IOWA PAINT MANUFACTURING COMPANY,  
Fort Dodge, Iowa.  
v.  
MINNEAPOLIS & ST. LOUIS RAILROAD  
COMPANY.

Switching charges.

Complaint filed August 28, 1902.

The complainant desired to know whether the respondent company had the right to charge thirty cents per ton for "simply taking a car of coal from another road who had done the hauling, and spot the car about one fourth mile from where they received the same?"

The matter was taken up with the railway company, and Mr. L. F. Day, vice president, wrote the Board concerning the matter, as follows:

I am in receipt of your favor of the 28th ult., enclosing copies of correspondence with the Iowa Paint Company of Fort Dodge. The complaint is not as clear as it might be, but we can readily ascertain precisely what is reason for dissatisfaction, and will do so promptly. I think the dissatisfaction arises from the circumstance that some time ago the Chicago Great Western Railway (Mason City & Fort Dodge) advanced the switching rate of \$2 per car, which had theretofore covered the interchange of commodities between the companies, to thirty cents per ton, which business originated on their line. Our freight department then advanced our switching rate, to make it uniform with what we were required to pay on business, switched from industries on their tracks.

I did not personally know until receipt of your letter that the Iowa Paint Company was concerned or dissatisfied, although it may be that they have already taken the matter up with our people. I can say now that we do not want the switching rate to be in excess of what is reasonable; and on the other hand, I know that the Commissioners will agree that an interchange of switching between lines at any given junction point, must be on a reciprocal basis. We do not want to complain of the rate established by the Chicago Great Western Railway company; it may possibly be a reasonable one; but if it is, ours must be reasonable as well, since they were advanced from the same figure—our increase in rate following theirs.

I believe it is only fair that if there is to be a reduction in rates of switching at Fort Dodge, it should apply to all companies doing business at that point, and believe that the Commissioner, will take that view of it in handling this question.

In response to Mr. Day's letter, complainant wrote again, explaining more in detail.

At a later date the Board was advised that the railway companies operating in Fort Dodge had agreed upon a switching charge which was reasonable and satisfactory to all concerned and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2654—1903.

J. P. BIGGINS, Zwingle,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

Privilege of loading cars at Sylvia switch.

Complaint filed September 30, 1902.

The complainant in this case desired the privilege of loading cars with wood at Sylvia switch. The railway company objected to this in language as follows:

Referring to the complaint of Mr. J. P. Biggins, of Zwingle, Iowa, the Sylvia switch, so called, is located about two and one half miles from Zwingle, and about three and a half miles from Washington Mills, both being stations where we handle freight in car load lots and less than car load lots. Sylvia does not show on any of our tariffs and has never been considered a station.

The switch is located on the extreme top of a hill. Trains in both directions double into that point, except when they have a very light tonnage. The track was put in particularly for the use of trains in doubling this hill and not for the accommodation of traffic for which there is no real demand or necessity, as there is no town there and nothing but one farm house in that vicinity.

Last fall we did, as an accommodation for some party who had arranged with a farmer to load them, place some cars on this track. This was shortly after we put on the additional trains on that line. Train No. 165 going west on one night found the cars pushed out in the main track and derailed at the west switch, the lock having been broken from the safety block. The superintendent considered it was unsafe to leave cars there in the future on this account.

The amount of business which Mr. Biggins has to offer would not warrant us in furnishing a train except at his expense, and the amount of traffic in sight would not warrant him in paying for such service.

The Commissioners, as usual in such cases, did not feel warranted in ordering the railway company to receive or deliver freight at a switch not in operation as a station.

Des Moines, Iowa, December 1, 1903.

No. 2655—1903.

J. F. G. COLE, Berlin,

CHICAGO GREAT WESTERN RAILWAY  
COMPANY.

*Condition of farm crossing.*

Complaint filed August 27, 1902.

Mr. J. F. G. Cole, owning a farm in Tama county, complained that the Chicago Great Western Railway company had not kept his farm crossing in proper condition. The complaint was taken up with the railway company and the crossing was duly repaired.

Des Moines, Iowa, December 1, 1902.

No. 2656—1903.

R. B. CARSON ET AL., Moulton,

CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY.

*Removal of division headquarters.*

Complaint filed January 3, 1903.

The complaint in this case was as follows:

*To the Honorable Railway Commissioners of the State of Iowa:*

Your complainants state that they are resident freeholders of the town of Moulton, Appanoose county, Iowa, and have been residents of the town for the last twenty-five years continuously up to and including the present time.

That during the year 1881 your complainants, together with other residents of the town, entered into a written agreement with the Burlington & Southwestern Railway company, then operating its line of railroad through the town of Moulton, by which said railway company for

and in consideration of certain sums of money, certain concessions of land (said deeds for grants of land are on record in Appanoose county, Iowa,) and labor contributed by your complainants and others, and said railway company agreed to and with the complainants that they would erect and maintain and establish a freight division point at Moulton, Iowa, which should be permanent. That your complainant and others entered upon said agreement, furnished said railway company with land, with money and with labor in a large sum and that upon said agreement the railway company did establish said railway division and has maintained the same until January 1, 1903.

That by reason of the establishment of said railway division the complainants and others have invested in property, have built houses for tenement use, and have made other improvements of a permanent nature, relying on said division being permanent as per contract.

Complainant further state that since the date of the establishment of said railway division the Chicago, Burlington & Quincy Railway company have become owners of the property formerly owned by the Burlington & Southwestern Railway Company and that on January 1, 1903, the Chicago, Burlington & Quincy Railway company, in violation and contrary to the agreement made and entered into by your complainants and other residents of the town of Moulton with the said Burlington & Southwestern Railway company, have discontinued the use of said Moulton station as a division point, and have removed the property such as used at the division point, and have abandoned the same as a division point.

Complainant says that by discontinuing the use of said Moulton station as a division point by said Chicago, Burlington & Quincy Railway company a great amount of damage has been incurred to the complainants and the subscribers to the fund given to the Burlington & Southwestern Railway company. That the removal has caused depreciation in the value of their property, and their houses occupied by tenants employed by the railway company have become vacant and unprofitable.

That by the removal of said division point it has changed the running of trains to and from Moulton so that the public has been put to great inconvenience. That by reason of the removal of said division point at Moulton, the said Chicago, Burlington & Quincy Railway company has thereby lessened its facilities and its accommodations to the town of Moulton and territory tributary thereto, and has so arranged its train service and discontinued some of its trains formerly in commission, that the service is wholly inadequate to comply with the requirements and to handle the necessary traffic of freight and passenger of the town of Moulton and territory surrounding thereto.

Wherefore the complainants ask your honorable body that you take such steps as may be deemed necessary and expedient in order to compel said railway to conform to said agreement made with them to erect and maintain said division point as originally was and has been since the year 1881 to January 1, 1903, and that the train service may again be so regulated as to handle the necessary traffic of the town of Moulton and territory surrounding thereto.

The answer of the company by Mr. J. W. Blythe, general counsel, was as follows:

"In further reply to your inquiry in response to the complaint of R. B. Carson and others against the Chicago, Burlington & Quincy Railway company.

From the informal nature of the complaint and my desire to give to the Board a full statement of the facts, I think it better to put it in the informal way of a letter rather than to attempt to follow any more technical rules of statement.

The essential facts are that the railroad referred to was built by the Burlington & Southwestern Railway company, and was opened to and through Moulton about December, 1872. From Bloomfield to Moulton the company did not own its own track, but rented trackage from the company which was the predecessor of the present Wabash Railroad company. That arrangement for trackage continues to the present time. The complainants recite that about the year 1881 a written agreement was made between residents of the town of Moulton and the Burlington & Southwestern Railway company, and the complaint sets out what is alleged to be the nature, at least, in part, of that agreement. If any such agreement exists, or ever existed, I am wholly unable to learn anything about it. It is stated that the agreement was in writing. If it is in writing and in the control of the complainants, they ought to be required to furnish it so that it may speak for itself. I think it quite unlikely that any such agreement was made in the year 1881, as stated, for the reason that prior to that time the Burlington & Southwestern Railway company became insolvent and was involved in litigation which resulted not only in the foreclosure of a number of mechanics' and material liens against the property, but also in the foreclosure of a mortgage which had been previously executed and as to which it was in default. The property was sold under decrees of the court, and had about 1880 or 1881 passed to the Chicago, Burlington & Kansas City Railway company. This company operated the railroad until about January, 1901. Prior to that time, however, the Chicago, Burlington & Quincy Railroad company had obtained the substantial control of the property by the ownership of its securities.

About January, 1901, the Chicago, Burlington & Quincy Railroad company purchased the Chicago, Burlington & Kansas City Railway. Subsequently, about November, 1901, the Chicago, Burlington & Quincy Railroad company leased all of its railroad, including the old Burlington & Southwestern Railway, to the Chicago, Burlington & Quincy Railway company, a corporation of Iowa.

Upon these facts I respectfully submit for your consideration:

1. That even if such a contract as is referred to was ever made, it was a contract subordinate to the mortgage, which was cut off by the foreclosure, and which did not bind the purchasers at the foreclosure sale and, therefore, had no validity as against the purchasers at the sale or the subsequent assigns.

2. That if such a contract was ever made and was of validity when made, it was satisfied by the maintenance of a division point for the term of years referred to in the complaint. This within the well known rule which has been recognized by the courts as governing all such cases. (See *Marshall v. Railway Company*, 136 U. S., 373.)

3. That if any such contract was made, the rights of the parties growing out of it are subjects only of judicial cognizance, which can only be finally, if at all, determined by the courts, and therefore do not lie within the jurisdiction of your Board, as belonging purely to the judicial department of the government.

4. That the remedy in such a case is only money damages purely. Mandamus will not lie to compel the performance of the specific duty imposed by contract, nor will the courts of equity have jurisdiction to enforce specific performance. Your Board has always held that it would not entertain actions for money damages.

A further point seems to be that, owing to the change of division the train service at Moulton is not so satisfactory as formerly. I am informed by our operating officers that the same number of trains are now operated to Moulton that were formerly operated, and that the service is intended to be and supposed to be, on the whole, at least, as favorably to Moulton as formerly. I attach time cards showing the train service before the change of divisions and the service after that change, in order that your Board may be fully advised in the premises.

If further information is desired, I shall be glad to make every effort to comply with any requisition of your Board in this direction, and if the Board deems an investigation on the ground desirable, for any reason, our company will be glad to furnish every facility for that and to send a representative to facilitate the inquiry.

In the above, I have not attempted to give exact dates, and I may be slightly in error about some of them, as I have not taken time for looking up old records, which would involve a good deal of delay; but if any date is deemed material, I will, upon advice, make such further investigation as is necessary.

A copy of the answer was forwarded to the attorneys for the complainants, but they did not desire to carry the case further, and it was closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2657—1903.

In the matter of management of "stub train" between Fort Dodge and Tara on the Chicago, Rock Island & Pacific Railway.

On January 6, 1903, the Commissioners addressed a letter to Superintendent Given of the Des Moines Valley Division of the Chicago, Rock Island & Pacific Railway, as follows:

Your train from Des Moines to Ruthven on December 24, 1902, was several hours late at Tara. The "stub train" connecting with Fort Dodge at Tara did not wait the arrival of the Des Moines train, but went to Fort Dodge leaving something over twenty passengers who had to stay in Tara, and their being no hotel accommodations they were obliged to stay in the depot over night.

We presume you know nothing about this or it would not have occurred. We trust that it will not occur again and that you will see that this "stub train" makes proper connections.

We understand, also, that this being a mixed train, at times it spends considerable time in switching after the arrival of the train on the main line. It seems to us that this could be avoided, and we would like to have you make such arrangements.

Mr. Given replied to the above as follows:

I have your favor of January 6th on the above subject and have investigated this subject, with the result that I have today issued instructions to the proper parties which I believe will obviate any future complaint.

The Commissioners have heard no further complaint.

Des Moines, Iowa, December 1, 1903.

No. 2658—1903.

MCAULEY LUMBER COMPANY, Osceola,

v.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

} Delay in coal shipments.

Complaint filed January 10, 1903.

This was complaint of delay in handling coal and was taken up at once with the railway company. Not only the Chicago, Burlington & Quincy Railroad company but other lines operating in Iowa issued instructions that special efforts must be made by employes to move coal more promptly.

Des Moines, Iowa, December 1, 1903.

No. 2659—1903.

G. BARFOOT, Ayrshire,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

} Confiscation of coal and delay in shipments.

Complaint filed January 12, 1903.

This complaint was similar to others received during this period of the year and was adjusted promptly.

Des Moines, Iowa, December 1, 1903.

No. 2660—1903.

WM. SOUTHALL & SONS, Pierson,

v.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

} Delay in coal shipment.

Complaint was filed January 16, 1903.

This complaint concerned a shipment of hard coal from Chicago, and upon the company's attention being called to it the case was adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2661—1903.

E. E. HUDNUTT ET AL., Carnforth,  
 v.  
 CHICAGO & NORTH-WESTERN RAILWAY COMPANY. } *Union depot and opening of highway.*

Complaint filed January 20, 1903.

The complaint in this case was as follows:

As a grain and coal dealer at this place, I ask a favor of you, if you have the power to do anything in regard to the situation, and that is as follows: We have two railroads here—the Chicago, Rock Island & Pacific running east and west, and the Chicago & North-Western running north and south. Where the two roads cross there is a depot called Carnforth Junction, and south of that there is another depot on the Chicago & North-Western Railway. This last mentioned depot is about eighty rods from the junction. The two railroads own the land on all sides of the junction, and there is no way of getting there with a team and vehicle to get any one to and from this junction, and no way to get to platform to load and unload freight. And now I ask you to investigate this matter, not for my special interest, but for the interest of the public at large. If you were here at this place when the local passenger trains stop here, you could see at once the inconvenience to the traveling public. As to loading and unloading freight off and onto a wagon, one has to carry it quite a ways, and when it is wet weather, one cannot even carry his freight to and from wagon. I kindly ask you to investigate at once as it has been a nuisance long enough.

The matter was taken up with the railway companies at once and at a later date the Commissioners were advised that the Chicago, Rock Island & Pacific Railway at the point named is on a high embankment and the Chicago & North-Western road is on a trestle making it very difficult, if not entirely impracticable, to construct a road to reach the junction. The railroad companies insisted that if it was the highway that the complainants desired they should proceed in the manner provided by law to open the highway. The Commissioners advised the complainants in this case that they should proceed to have the highway established as required by law and the case was held open awaiting their action. Nothing further was done, however, and the case is closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2662—1903.

H. C. LIGHT & COMPANY, Brooklyn,  
 v.  
 CHICAGO, ROCK ISLAND RAILWAY COMPANY. } *Delay in coal shipment.*

Complaint filed January 20, 1903.

This complaint was similar to others received and adjusted in the same manner.

Des Moines, Iowa, December 1, 1903.

No. 2663—1903.

CITIZENS OF WAUKON  
 v.  
 CHICAGO, MINNEAPOLIS & ST. PAUL RAILWAY COMPANY. } *Train service.*

Complaint filed January 21, 1903.

This complaint came to the Board in the form of a petition asking the restoration of train service that they had been deprived of on January 12th. It transpired that it was necessary on account of lack of fuel to abandon the train for a time and on February 7th all parties were advised that the train service would be restored at once.

Des Moines, Iowa, December 1, 1903.

No. 2664—1903.

S. C. MEYERS, Kingsley,  
 v.  
 CHICAGO & NORTH-WESTERN RAILWAY COMPANY. } *Failure to furnish cars.*

Complaint filed January 24, 1903.

The complainant stated that he had been unable to get a car to load with household goods to Fleetwood, Pa., although he had had an order in nearly two weeks. The matter was taken up with the railway company and in less than a week the car was furnished.

Des Moines, Iowa, December 1, 1903.

No. 2665—1903.

A. E. SHORTHILL CO., Marshalltown,  
 v.  
 EASTERN RAILWAY COMPANIES. } *Discrimination against the West in shipments of coke.*

Complaint filed January 26, 1903.

The complaint in this case was that the eastern railway companies were discriminating against the West in the matter of shipping coke from the coke ovens in Virginia. From the papers sent by the complainants it seemed that the coke companies could not obtain cars from the eastern lines for general shipments to the West. The statement was made that for the cars they did receive the shipping was restricted to special parties and they were not permitted to make other assignments. The Commissioners took the case up with the Interstate Commerce Commission and received the following letter from Hon. J. D. Yeomans, a member of the Commission:

I enclose you a copy of a letter from this office to the Stonega Coke & Coal Company, together with a copy of the reply of the general manager of the company relative to the complaint of the A. E. Shorthill Company of Marshalltown, Iowa, on account of failure to procure cars for the shipment of coke. It seems to us that the letter of the general manager explains the situation and the difficulty in obtaining cars for shipment. This difficulty no doubt grows out of the strike situation, which, as traffic assumes a normal condition, will no doubt be relieved. I do not see anything under the circumstances that the Commission can do in the premises.

A copy of the letter to which Mr. Yeomans refers is also printed herewith:

OFFICE OF GENERAL MANAGER,  
STONEGA COKE AND COAL COMPANY,  
BIG STONE GAP, VA.,

February 12, 1903.

MR. J. D. YEOMANS, Commissioner, Interstate Commerce Commission, Washington, D. C.

DEAR SIR,—Your letter of the 29th ult. addressed to Stonega, Va., has finally reached this office.

The letter you refer to, written by our Mr. R. B. Alsover to the A. V. Shorthill Company, Marshalltown, Iowa, admits of an improper construction. The facts of the case are that the transportation companies from whom we obtain cars for shipments north of the Ohio river, have for some months found it a physical impossibility to furnish the number of cars required by us, the demand being made upon them by the various shippers being far beyond their supply. Naturally, our customers have been taking the question of our supply up individually with the Cleveland, Cincinnati, Chicago & St. Louis and other railroad companies, and when special requests have been made (if there were any cars available) sometimes such cars have been carded to our plants on account of the consumers making such request, in the order in which requests were made.

Yours very truly,  
D. B. WENTZ,  
General Manager.

The complainants were advised of the situation.

Des Moines, Iowa, December 1, 1903.

No. 2666—1903.

G. W. BREWER & COMPANY, Hamilton,  
v.  
CHICAGO, BURLINGTON & QUINCY RAILROAD  
COMPANY and  
WABASH RAILROAD COMPANY. } *Loss of goods in transit.*

Complaint filed January 27, 1903.

The complainants in this case stated that they had had a small loss of shipment of groceries and experienced considerable difficulty in getting adjustment made. They stated that the amounts were usually small but in the aggregate reached a considerable figure. The complainants were advised that the Commissioners had no legal jurisdiction over claims for damages but that the matter would be taken up with the railway companies in a general way. The commissioners in laying the matter before the railway companies said:

The Commissioners, of course, are not disposed to criticize the methods of your company in particular, but it has seemed to the Board that in general, adjustment of small claims are unnecessarily delayed causing considerable annoyance and loss to those who are in reality entitled to recompense. The commissioners would like to suggest, without being presumptuous, that a more speedy handling of these small claims would result in much better feeling, and if it can be done, sincerely trust such steps will be taken as will bring this about.

The companies responded promptly to the matter. The letter of Mr. L. H. Becker, freight claim agent of the Wabash Railroad company is as follows:

Referring to your letter of January 28th, addressed to Mr. M. Knight, second vice president, Wabash Railroad company, regarding complaint made by G. W. Brewer & Company of Hamilton, Iowa, will say we have made a careful search of our records for the past eighteen months with the following result:

- Our claim 258175 for 31 cents received October 25, 1901, vouchered November 5, 1901.
- Our claim 263054 for 63 cents received December 24, 1901, vouchered February 8, 1902.
- Our claim 265122 for \$1.66 received January 2, 1902, vouchered February 26, 1902.
- Our claim 287658 for 25 cents received June 24, 1902, vouchered July 9, 1902.
- Our claim 314134 for 48 cents received January 9th and will probably be settled in a few days.

These are all claims filed by G. W. Brewer & Company against the Wabash Railroad company within the past eighteen months, and while there has been some slight delay in the adjustment, yet none of them have been quite as serious as Messrs. Brewer & Company complain of. If at any time these people have any claims against the Wabash Railroad company it is only necessary to drop us a postal card asking us for information regarding same, and such information will be promptly furnished.

The letter from Chicago, Burlington & Quincy Railway claim department stated that the claims against that company filed by G. W. Brewer & Company since 1899 amounted to \$2.31 "but that they had never received them at the Chicago office." The complainants were advised to file their claims with the Chicago office of the Chicago, Burlington & Quincy Railway company and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2667—1903.

E. C. F. MOHR, Wetsfield,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Insufficient depot room.*

Complaint filed January 28, 1903.

The complainants in this case stated that they had a depot that was only 14 by 24 feet, very low and with one story, about one-third of the space was used by the agent and the balance was a waiting room so that they had no freight room at all. Freight was piled in the waiting room so that ordinarily there was not room for passengers. The matter was taken up with the railway company and the Commissioners were promptly advised that as soon as it could be done a suitable addition to the depot would be built.

Des Moines, Iowa, December 1, 1903.

No. 2668—1903.

CITIZENS OF ELKADER  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Restoration of train service.*

Complaint filed January 31, 1903.

This was a complaint that trains No. 105 and No. 106 on the Elkader Branch had been abandoned and a citizens committee composed of Messrs. H. Meyer,

John Everall and J. G. Hempel addressed the Board asking that these trains be restored. It transpired that this train service had been discontinued owing to a lack of coal and within a few days the trains were restored.

Des Moines, Iowa, December 1, 1903.

No. 2669--1903.

In the matter of passenger fare with lines of the Chicago, Rock Island and Pacific Railway company, formerly owned and operated by the Burlington, Cedar Rapids & Northern Railway company.

During the months of February, March and April numerous letters were received from citizens complaining that since the Chicago, Rock Island & Pacific Railway company had acquired control of the Burlington, Cedar Rapids & Northern Railway company's lines a per capita rate of three and one-half cents per mile had continued to be charged notwithstanding the Chicago, Rock Island & Pacific Railway company should be permitted to charge but three cents per mile. The Commissioners took the question up with the management of the Chicago, Rock Island & Pacific Railway company and were assured that the passenger rates would be properly adjusted upon the furnishing of a new schedule then in preparation. In due time the tariffs were issued making the rate three cents and no further complaints were received.

Des Moines, Iowa, December 1, 1903.

No. 2670--1903.

SMITH BROTHERS COAL COMPANY, Exline,  
v.  
COUNCIL BLUFFS & KANSAS CITY RAILWAY  
COMPANY, } *Failure to furnish cars*

Complaint filed February 2, 1903.

The nature of this complaint was indicated in the title and was speedily adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2671--1903.

CITIZENS OF ELWELL  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY, } *Station facilities.*

Complaint filed February 5, 1903.

This petition was as follows:

We, the citizens of Elwell, Iowa, and vicinity petition your honorable body for better accommodations in train service than we have here. We ask that train No. 4 on the Chicago, Milwaukee & St. Paul Railway, east bound, be required to stop here on signal to take on and let off passen-

gers we have, no passenger train stops here, east bound, during the day and only one at 11:00 P. M. Passengers must get off at Cambridge, at 12:50 P. M. must wait there until 11 o'clock at night to get here, distant only five miles, so you see how inconvenient this would be, especially with women who have a lot of little children to travel with. Also is no night agent here.

We ask that we get this accommodation as it will benefit this part of the country and will be only a small matter with the railroad company, as it is down grade to start their train. We ask that you will consider the matter and that we will hear from you with a favorable report.

The Commissioners sent a copy of the petition to the railway company and were advised later that instructions had been given to keep the depot at Elwell open for the accommodation of passengers desiring to take the night train at that point.

Des Moines, Iowa, December 1, 1903.

No. 2672--1903.

W. S. BROWN, Manson,  
v.  
ILLINOIS CENTRAL RAILROAD  
COMPANY, } *Failure to furnish cars.*

Complaint filed February 6, 1903.

Mr. Brown wrote the Board that he was very anxious to get coal from the mines of the Cory Coal Company at Lehigh, but that he was unable to get the Illinois Central Railroad company to furnish cars for that business. He also stated that conditions were such in Manson that coal was needed very badly, etc.

The matter was taken up by mail and by telegraph and the cars were furnished as requested.

Des Moines, Iowa, December 1, 1903.

No. 2673--1903.

J. E. STACEY, Algona,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY, } *Stock killed.*

Complaint filed February 7, 1903.

The complainant stated that he owned a small farm adjoining the railway company's right of way, and that in driving his stock across the track a stock train had caught his herd and broke the leg of one cow which was finally killed. He said the company would not pay for the cow, giving as a reason that the animal was injured on the depot grounds. The Commissioners advised Mr. Stacey that they had no jurisdiction in matters of this kind, but would be glad to lay the case before the railway company for such adjustment as might be brought about, and the railway company made a settlement with Mr. Stacey which was satisfactory to him.

Des Moines, Iowa, December 1, 1903.

No. 2674—1903.

F. M. SLAGLE & COMPANY, Alton,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Failure to furnish cars.*

Complaint filed February 9, 1903.

The complaint in this case was as follows:

We are pretty badly pressed for some Iowa coal at Sheldon and other points west on the Milwaukee road, and Lodwick Bros., Mystic, Iowa, from whom we buy our coal, advise us that the railroad company do not furnish them any cars, or at least not sufficient cars to take care of their output, claiming that they were idle three days last week and two days this week, with a prospect of being idle the balance of the week. They claim the company only furnished mines with cars who supply them with coal. We wish you would see if some relief cannot be afforded us in that direction.

General Manager Williams in response to this case, among other things, said:

I beg to say that during all the shortage of coal this winter we have as a general proposition succeeded in supplying our mines in the vicinity of Mystic with a fairly good supply of cars. During the past few days we have not quite kept up our record, as it has been almost impossible to get hold of the cars, but we gave them a good supply yesterday and we hope to be able to continue. We have given the furnishing of cars for coal supply the preference over everything else this winter.

Later the complainants wrote the Board that conditions were improved and no further trouble was expected.

Des Moines, Iowa, December 1, 1903.

No. 2675—1903.

DANIEL BATTEN, Lucas,  
v.  
CHICAGO, BURLINGTON & QUINCY  
RAILWAY COMPANY. } *Loss in transit.*

Complaint filed February 11, 1903.

This was a claim of \$12 for loss of a roll of linoleum shipped with household goods from What Cheer to Lucas. The claim was later settled by the railway company for \$3.

Des Moines, Iowa, December 1, 1903.

No. 2676—1903.

CITIZENS OF SWEA CITY  
v.  
CHICAGO, ROCK ISLAND & PACIFIC RAIL-  
WAY COMPANY. } *Scarcity of cars.*

Complaint filed February 12, 1903.

This was a complaint filed by the citizens of Swea City that there was great scarcity of cars for both grain and live stock. The complaint was adjusted promptly by action of the railroad company.

Des Moines, Iowa, December 1, 1903.

No. 2677—1903.

A. A. SHAFER, Rhodes,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Failure to furnish cars.*

Complaint filed February 13, 1903.

The complainant in this case stated that he had been waiting eight days for a car to move his household goods in from Rhodes to Mount Vernon. The case was promptly taken up with the officials of the railway company and the car was furnished on February 17th.

Des Moines, Iowa, December 1, 1903.

No. 2578—1903.

E. F. SMITH, Wellman,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY. } *Failure to furnish cars.*

Complaint filed February 20, 1903.

The complainant stated that he was unable to get cars for shipment of corn to Illinois Central Railroad stations. In answer to the complaint Mr. C. H. Caswell, division freight agent, said:

Our people at the present time will not allow their own equipment to go off our rails. We are, as you well know, very short of equipment, and we have several hundred cars being used by foreign lines, which it seems almost impossible to get returned and for this reason our people have established the rule that they cannot, for the present at least, allow any Rock Island System cars to move off the line.

Later the Commissioners were informed that the Illinois Central also made the same rule, but the Commissioners were assured that both companies would use every effort to keep business moving promptly.

Des Moines, Iowa, December 1, 1903.

No. 2679—1903.

A. C. LEIGH, Lattimer,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY. } *Fire set by engine.*

Complaint filed February 23, 1903.

The complainant stated that he had lost about nine and one half tons of upland prairie hay burned by fire set out by an engine of the Chicago Great Western Railway. He stated that his hay was worth \$10, but that he had asked but \$8. The complaint was laid before the officials of the railway company, and a little later the complainant advised the Board that the claim had been settled.

Des Moines, Iowa, December 1, 1903.

No. 2680—1903.

JAMES NICHOLAS, Williamsburg,

v.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, and CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Failure to furnish cars.

Complaint filed February 24, 1903.

The complainant stated that he had been waiting eighteen days for a car in which to ship emigrant movables from Williamsburg to Decatur. The matter was taken up by telegraph with the railway companies and they were urged if possible to do so to furnish car for this shipment. They protested their inability to supply the car as owing to the scarcity of cars they had ruled that cars must not leave their own lines. The complainant was not satisfied with this explanation as he stated that it would necessitate unloading and reloading the cars at Ottumwa which would mean additional expense. In writing to the complainant the Board said:

Replying to yours of February 28th, we beg to advise that contrary to what you think, every effort was made to adjust the matters complained of by you over the teleph. This office took the matter up by telegraph with the companies, but, as you will recall at time you telephoned, very little encouragement was given you that the companies would permit their cars to leave their lines, and when you telephoned the second time we had just received information to that effect. However, we again urged the Chicago, Burlington & Quincy Railroad company to send you cars if possible.

You may or may not know that the companies are making every endeavor to meet the demands for cars upon their own lines and up to date have been unable to do so, so that you see it would be unjust to shippers desiring to ship goods from one point to another point on the same line to allow the cars to go to connecting lines. Under ordinary conditions the Board rarely receives any complaint of the nature of yours but at the present a number of complaints of this character have been made. The Commissioners regret very much that they have been unable to assist you and beg to assure you that it has been from no intention to slight your complaint.

Des Moines, Iowa, December 1, 1903.

No. 2681—1903.

CITIZENS OF SULLY

v.

IOWA CENTRAL RAILWAY COMPANY.

Train service.

Complaint filed February 26, 1903.

The complaint in this case was made by Mr. Henry De Wit, as follows:

In behalf of the business men and citizens in general of this community we beg to acquaint your honorable Board with the train service we are having along the branch of the Iowa Central Railway. We are scheduled for four trains daily except Sunday, but have scarcely had an average of two trains daily the last thirty days and have been without freight for five days and without mail thirty-six hours at a time. We therefore solicit your efforts in establishing a more satisfactory service along this line.

The complaint was laid before the management of the Iowa Central Railway company and the following answer was filed with the Board.

Replying to your communication of February 26th, enclosing complaint from Henry De Wit, assistant cashier of the Bank of Sully, Iowa, regarding our train service on the Newton branch, I beg to advise that there has been no change in the time card or in the scheduled service for that branch, but on account of very serious difficulties of operation during the winter months we were not able to maintain our schedule, and at times were compelled on account of the severe weather to annul our trains. The service, however, was not as bad as the complaint would indicate, and since March 1st has been very much improved.

No further complaint was made.

Des Moines, Iowa, December 1, 1903.

No. 2682—1903.

SANDER LUDEMANN ET AL., Kesley,

v.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

Application for elevator site.

Complaint filed February 27, 1903.

This complaint came from an association of farmers who desired to operate an elevator at the station named. The application was laid before the railway company, and on March 9th the Board received answer that the land available at Kesley had been leased to another elevator company prior to the petition of the parties named in this case, that they also had another application for elevator received prior to the one sent in by the Commissioners but were unable to grant any further sites for reasons stated. The applicants in this matter were so advised and the case was dropped.

Des Moines, Iowa, December 1, 1903.

No. 2683—1903.

CITIZENS OF SIDNEY

v.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Train service.

Petition filed March 5, 1903.

The petition in this case was as follows:

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

We, the undersigned, feeders and shippers, whose places of business and places of shipment are Sidney, Randolph and Anderson, located in Fremont county, Iowa, and located on the Hastings-Sidney branch of the Chicago, Burlington & Quincy Railroad, desire to make the following protest against said company:

That the stock yards are not large enough at Sidney and Anderson, nor kept in proper condition to handle the stock of at least more than three loads at Sidney and four at Anderson at one time.

That the water supply in Sidney is not sufficient nor in the proper place.

That the time of the leaving of the train at Sidney and Anderson is such that if a farmer ships his own stock he must load his stock the night before or be on hands early in the morning, thus making it about thirty-six hours before reaching the South Omaha market, which is not to exceed seventy-five miles from shipping point.



That Hamburg and Riverton, both in the same county as Sidney, Randolph and Anderson, and located on a branch of the same road, have better facilities and can pay better prices, thus depriving us of a buyer located at Sidney and Anderson, and especially compelling shippers from those points to practically ship their own stock, and the small feeder who does not have a full car of stock to ship must wait until there are a number of loads going or be put to the trouble of going to other towns that have better accommodations.

That the shrinkage of a car load of stock from these points to South Omaha is from five hundred to one thousand pounds per car, entailing too big a loss.

That if we desire to ship stock to Chicago we are compelled to wait till several are ready to ship and then get a special to haul up stuff to the main line, and six cars are the least they will run down the branch for Chicago alone. That we have asked said company to give us extra trains down on the branch to take stock to Omaha, and they have refused unless ten cars were promised.

That stock within one and one half miles of Sidney depot has been taken to Riverton because same could not be shipped from Sidney, owing to the poor train service at Sidney. This also applies to Randolph and Anderson.

That the reason stock shipments from Randolph, Anderson and Sidney have not been enough to warrant better train service, is solely because train service has been so poor that stock has been taken that should properly come to these towns, to other towns on the Chicago, Burlington & Quincy Railway line.

That Imogene is the only town in Fremont county that stock can be shipped from without shipping on the Chicago, Burlington & Quincy Railway or its branches, and Imogene is in the extreme northeast part of said county.

We ask your board to carefully investigate these complaints, as we believe we are entitled to better facilities and believe our cause is just.

The petition was sent to the railway company and considerable correspondence was had with the officials of that company with reference thereto. Division Superintendent O. E. Stewart wrote the board as follows:

In reply to your letter of the 27th ult. would say: This matter was up and investigated some time ago and I gave our people reasons why we could not change our train service on the Sidney branch. The business there does not warrant more than one train per day each way. This one train per day is now run to suit the passenger service and is so arranged that passengers can leave Sidney in the morning and go to Omaha and Council Bluffs and other main line points, and return to Sidney the same day, which I think is very good service considering all things. If we change the time of this train it would suit the stock shippers better, but would involve a bad feature in which our passengers leaving Sidney could not return the same day, so that it has been a question as to whether the South Omaha stock business ought to be served in preference, or the people in travel. I will say in reply to your note that I have given instructions about the movement of stock that I believe will be more satisfactory and get it to Omaha in shorter time. I will call on them as you suggest.

Nothing further was heard from the citizens in this case and the board believes the adjustment made was satisfactory to them.

Des Moines, Iowa, December 1, 1903.

No. 2684—1903.

F. M. SLAGLE & COMPANY, Alton,

v.

ILLINOIS CENTRAL RAILWAY  
COMPANY.

} Demurrage.

Complaint filed March 5, 1903.

The complainants in this case stated that the company had refused to switch a car of coal for them because of an alleged failure on their part to pay a demurrage charge on a car of brick. The case was the subject of much correspondence between the Board, railway company and the complainants and the Commissioners were advised later that an amicable adjustment had been reached.

Des Moines, Iowa, December 1, 1903.

No. 2685—1903.

CHARLES PATTER, Pocahontas,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY  
COMPANY.

} Delay in coal shipment.

Complaint filed March 6, 1903.

This was a complaint that several cars of coal shipped from Chicago could not be located, and that the complainant had been without coal for some time. The matter was taken up with the railway company, and after some telegraphing had been done it was found that the trouble was due to blocking at division points, but that the blockade had been lifted and that cars would move promptly.

Des Moines, Iowa, December 1, 1903.

No. 2686—1903.

C. A. HORNADAY, Udell,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY  
COMPANY.

} Train service.

Complaint filed March 17, 1903.

Mr. Hornaday stated that he wrote the Board in behalf of the citizens of Udell and the traveling public, requesting that the Chicago, Rock Island & Pacific Railway company be compelled to stop its passenger trains No. 29 and No. 30. The complaint was taken up with the railway company, but cause for complaint was removed by the railway company withdrawing the trains named from service.

Des Moines, Iowa, December 1, 1903.

No. 2687—1903.

P. E. MALIA, Ayrshire,

v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

} Loss in transit.

Complaint filed March 20, 1903.

This was claim for goods damaged in transit to the amount of \$2. As usual in such cases the Board filed the claim with the railway company and settlement was made with the complainant direct by the company.

Des Moines, Iowa, December 1, 1903.

No. 2688--1903.

ROBERT WHITAKER, Dallas Center,  
v.WABASH RAILROAD COMPANY and  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.} *Failure to furnish cars.*

Complaint filed March 20, 1903.

The complainant stated that he was unable to get a car at Dallas Center for shipment of oats to St. Louis although he had placed his order for car two weeks previous to his complaint. The matter was taken up with the officials of both the Rock Island and the Wabash Railway companies and car was furnished the complainant by the Wabash company.

Des Moines, Iowa, December 1, 1903.

No. 2689--1903.

J. R. BEARD, Oto,  
v.CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY and  
ILLINOIS CENTRAL RAILROAD COM-  
PANY.} *Failure to transfer freight.*

Complaint filed March 23, 1903.

The complainant in this case inquired of the Board whether the railway companies named in the title would be compelled to transfer freight at a transfer one mile from Sutherland on the Illinois Central and one mile from Rodney on the Chicago, Milwaukee & St. Paul. He stated that there was a switch at that point and that he desired to ship a car of household goods to be transferred at the crossing but that the agents for both companies claim that they could not transfer the car from one road to the other at the crossing. The Commissioners took this up with the railway companies interested and were assured that some mistake had been made as the companies stood ready to receive freight and deliver freight by way of transfer in question. The complainant was so notified and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2690--1903.

In reference to rates on soft coal from Des Moines mines to citizens on the Minneapolis & St. Louis Railway company in northern Iowa.

On March 23d the Board addressed letters to the freight department of the Minneapolis & St. Louis Railway company and the Chicago, Rock Island & Pacific Railway company as follows:

Please refer to your tariff No 5718 (Chicago, Rock Island & Pacific General Freight Department, No. 9468) showing rates on soft coal from Des Moines mines to stations on the Minneapolis & St. Louis Railway in Iowa and Minnesota, and advise by what methods you arrive at \$1.75 per ton rate from Des Moines mines to Spencer, Langdon, Terrill, Raleigh and Huntington, Iowa.

Some complaints have come to the Board of excessive charges. On expense bill, to which the attention of this Board was called, indicates that on shipment of coal from Des Moines to Langdon, 30,500 pounds, freight charges were \$28.75 which is even more than \$1.75 per ton. Kindly explain this and oblige the Board.

Mr. E. B. Boyd, general freight agent of the Chicago, Rock Island & Pacific Railway company replied as follows:

Referring to your communication of March 23d regarding rates on soft coal from Des Moines, Iowa, to stations on the Minneapolis & St. Louis, as published by our G. F. D. No. 9465 we beg leave to say:

We are very grateful to you for calling our attention to this apparent discrepancy in our tariff and we will see that this matter is adjusted at once, as it is not our intention to provide for higher basis of rates between two points in Iowa than the combination of locals based on actual mileage would make. This tariff was issued at a time when we were greatly rushed with this kind of work, and it was not given as careful consideration as it would have under normal conditions. We will see that the rates complained of by you are corrected at once.

If you can favor me with billing reference covering the shipments referred to by you, where the charges were in excess of \$1.75, we will investigate this matter and have overcharge immediately adjusted.

Mr. W. M. Hopkins the general freight agent of the Minneapolis & St. Louis Railway company replied to the letter from the Board as follows:

Tariff No. 5718, to which you refer, is issued by Chicago, Rock Island & Pacific Railway company, their G. F. D. No. 9465, and the rate of \$1.75 shown therein as stations in Iowa I presume is included in tariff in error, as it is not usual to publish joint rates between two points in Iowa. The publication of rates as shown in this tariff, however, would not have the effect of cancelling the rate basis on sum of local rates if such sum of local rates was less than the through rate \$1.75 as published. I trust this information will be satisfactory to you. I presume in the case cited by you, of the car of coal from Des Moines to Langdon, that agent at Langdon was misled by tariff, into assessing charges on a higher rate basis than would be properly applicable by using sum of local rates.

Des Moines, Iowa, December 1, 1903.

No. 2691--1903.

J. W. SWISHER, Brighton,  
v.

IOWA CENTRAL RAILWAY COMPANY.

} *Condition of stock yards.*

Complaint filed March 23, 1903.

Petition in this case was as follows:

We, the undersigned residents and property owners in the vicinity of the stock yards of the Iowa Central Railway company in Brighton, Iowa, would respectfully represent that the said stock yards, as located, are a menace to health and a great detriment to the value of property in that locality and a public nuisance. Our understanding is that this matter was brought to the attention of the grand jury at the March term, 1902, of the district court of Washington county, Iowa, but was dropped on the promise of the said company to remove their said stock yards by September 1, 1902, but the said company has done and is doing nothing in that direction. We therefore respectfully ask that the matter be investigated and the said yards removed.

The complaint was taken up with the railway company and Mr. L. F. Day, the vice-president, wrote the Commission as follows:

Your communication is the first advice I have had as to any complaint about our stock yards at Brighton, and from a conversation with the chief engineer I find it is the first information he has had on the subject. I do not therefore know anything about the purported agreement with the grand jury relative to the removal of the said yards, as our chief engineer is immediately

in charge of these buildings and can give us no information on that point. The situation will be promptly investigated and we will do what we can to protect the citizens against annoyance from the stock pens. From what we know of the situation the pens are now located at the only point that we can place them at Brighton. As you are aware, stock yards and pens are always unusually filthy in the spring, and this is the season when we clean them up all along the line. A good deal of that work has already been done and our men are proceeding with it as rapidly as possible.

Considerable correspondence followed and at a later date Mr. Day wrote the Board as follows:

I beg to advise that I am in receipt of communication from our chief engineer, under date of May 12th, stating that the yards at that point have been cleaned out and are now in very good condition. We want to do everything possible to protect the citizens against annoyance, and there is certainly no disposition on our part to put the residents of Brighton to the slightest inconvenience if it can be avoided. I have given instructions to our chief engineer to see that these yards are kept in the best possible condition, and that no cars are left standing on the crossing longer than is absolutely necessary.

No further complaint was made by the people of Brighton.

Des Moines, Iowa, December 1, 1903.

No. 2692—1903.

M. V. SCOTT, Mechanicsville,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Private Crossing.*

Inquiry filed March 26, 1903.

This was an inquiry of the Board as to whether the land owner owning acreage adjoining the railway company's right of way opposite to the terminus of a city street could compel a railway company to grant him a private way over said property to the street where the land owner did not own land on both sides of the railroad, and though the highway was accessible over his land he was advised that the railway could not be compelled to grant such crossing.

Des Moines, Iowa, December 1, 1903.

No. 2693—1903.

W. F. KNOWLES, James,  
v.  
UNITED STATES EXPRESS  
COMPANY. } *Overcharge.*

Complaint filed March 30, 1903.

The complainant in this case stated that he shipped a bundle of harness weighing 100 pounds from La Porte to James with request that it be delivered to the American Express company at Cedar Falls. The shipment was four days reaching its destination because it was not routed as requested, and the charges were \$2.65.

The complaint was laid before the officers of the United States Express company and the Commissioners were notified on May 16th that overcharges had been refunded and the claim adjusted to the satisfaction of Mr. Knowles.

Des Moines, Iowa, December 1, 1903.

No. 2694—1903.

CITIZENS OF LETTS  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY. } *Request that limited through train stop  
at that station on signal.*

Complaint filed March 31, 1903.

Complainants requested that the Commissioners require the Chicago, Rock Island & Pacific Railway company to make Letts a flag station for trains No. 11 and No. 12. The railway company stated that they could not grant this request for the reason that trains in question constitute the fast service between Fort Worth, Kansas City and Chicago; that they were having difficulty in making schedule time under present conditions and could not make further stops and maintain the service. It transpired on investigation that Letts was provided with three trains carrying passengers each way daily. Further, the Commissioners would probably not have the right to interfere with through passenger train service as per decision of the United States Supreme Court in the case of *Cleveland, Cincinnati, Chicago & St. Louis Railway Company v. State of Illinois* (Supreme Court Reporter, Vol. 20, Page 722). The decision referred to herein will be found printed in full in another part of this report.

Des Moines, Iowa, December 1, 1903.

No. 2695—1903

O. F. HARLAN, Township Clerk, Richland,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Condition of undergrade highway  
crossing.*

Complaint filed March 31, 1903.

This was a complaint filed by the township trustees of Richland township, Keokuk county, that the new line of the Chicago, Milwaukee and St. Paul crossed the public road diagonally and was built upon pilings thus leaving a passage under the track for public travel, the piling were driven exactly in the center of the road and on account of peculiar conditions at that crossing the teams could not go through. The complaint was at once taken up with the respondent railway company. On May 6, 1903, the Board was advised that the roadway had been repaired so that conditions were satisfactory to all concerned.

Des Moines, Iowa, December 1, 1903.

No. 2696—1903.

HANNUM BROTHERS & ARTHAUD, Wapello,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY. } *Overcharge.*

Complaint filed March 31, 1903.

Complaint in this case was that the Chicago, Rock Island & Pacific Railway company had made an overcharge on shipment of mixed wire fence, nails and staples from Waukegan, Ill. While the complaint was one that the Board had no jurisdiction over, yet effort was made to have the matter adjusted and upon July 9th the Board received a letter from the general freight agent of the respondent company, Mr. E. B. Boyd, stating that he had taken such steps as would result in immediate adjustment of the claim. Complainants were so notified and the case was closed.

Des Moines, Iowa, December 1, 1904.

No. 2697—1903.

W. C. ADAM, City Clerk, Elma,  
v.  
CHICAGO, GREAT WESTERN RAILWAY  
COMPANY. } *Condition of undergrade street crossing.*

Complaint filed April 4, 1903.

The complaint in this case was that the condition of roadway under the track of respondent railway in that town was not in fit condition for travel, and although the company had had ample time to fix it, nothing had been done. The case was brought to the attention of the officials of the railway company, which resulted in the desired work being done.

Des Moines, Iowa, December 1, 1903.

No. 2698—1903.

G. H. STOUFFER, State Center,  
v.  
IOWA CENTRAL RAILWAY COMPANY. } *Condition of right of way fence.*

Complaint filed April 5, 1903.

Complaint stated that the fence on the right of way touching his farm was burned out two years previous to the filing of his complaint, that he had requested the rebuilding of the fence several times without result. Considerable correspondence followed and on July 11, 1903, Vice-President Day advised the Board that the fence would be replaced as soon as that branch could be reached by the road department.

Des Moines, Iowa, December 1, 1903.

No. 2699—1903.

B. F. KELLER, Knowlton,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY. } *Condition of farm crossing.*

Complaint filed April 9, 1903.

This was a complaint to the effect that in changing the grade of the railroad at that point the complainant's crossing was not repaired. The matter was brought to the attention of the railway company and on June 9th General Manager Stickney wrote the Board that instructions had been issued to put the crossing in shape at once.

Des Moines, Iowa, December 1, 1903.

No. 2700—1903.

S. HAYNES, Cummings,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY. } *Condition of undergrade farm crossing.*

Complaint filed April 10, 1903.

The complainant in this case called at the office of the Board and stated his case substantially as follows: Undergrade crossing provided for him by virtue of the following agreement had become impassable for stock by reason of the heavy rains, causing dirt to fill up the bottom, covering the rip rap, etc.

In consideration of the Chicago Great Western Railway company's removing the dirt at the ends of the culvert at what was formerly bridge F 281 on the southwest quarter of section 17, township 77 north, range 25 west, Warren county, Iowa, so as to make a good entrance and exit for stock to and from said culvert, we, Sylvester Haynes and Sarah C. Haynes, his wife, hereby grant the said railway company the right to forever maintain the wings of said culvert as they are at present constructed upon the land of the undersigned and do hereby release and discharge said railway company from any and all claims and demands against said railway company on account of the construction of the wings of said culvert as aforesaid.

Dated May 30, 1900.

Mr. Haynes stated that he was aware of the trouble the railway company had during the summer of 1902 by reason of high water and had consequently not bothered them with his case, but would now like to have his crossing placed in good condition. Upon the company's attention being called to the complaint, the crossing was promptly repaired.

Des Moines, Iowa, December 1, 1903.

No. 2701—1903.

W. A. CONDEN, Ellsworth,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY. } *Loss of goods in transit.*

Complaint filed April 13, 1903.

Complaint in this case was that a box containing a stereopticon outfit had been shipped from Lehigh to be delivered at Dayton, Iowa, but the box was never

received. The case was at once taken up with both the Chicago Great Western and the Minneapolis & St. Louis railway companies and the box was located and delivered to complainant.

Des Moines, Iowa, December 1, 1903.

No. 2702—1903.

CEDAR RAPIDS SUPPLY COMPANY,  
Cedar Rapids,

v.

CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY.

} *Demurrage charge.*

Complaint filed April 13, 1903.

This complaint was to the effect that on a shipment of a small gasoline engine a charge of \$2 demurrage was collected by the agent at Cambridge. Complaint was laid before the railway company and on April 27th Mr. J. C. Leonard, attorney for the complainant, advised the Board that the demurrage charge had been refunded.

Des Moines, Iowa, December 1, 1903.

No. 2703—1903.

E. B. SARGENT ET AL., Connables,  
v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

} *Station facilities.*

Complaint filed April 13, 1903.

The petitioners recited that the depot platform had been burned down about a year ago and had not been replaced. The matter was laid before the railway company and the Commissioners were advised that the company had a small platform and a half of a box car at that point for some time, that it became the resort for tramps and through their actions the car and platform were destroyed. The platform was rebuilt at once.

Des Moines, Iowa, December 1, 1903.

No. 2704—1903.

L. H. PAUL, Wyoming,  
v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

} *Condition of highway crossing.*

Complaint filed April 13, 1903.

This was complaint of the condition of the highway crossing at the corporation line north of Wyoming. The complaint stated that the crossing was upon low

ground and on account of insufficient drainage it was almost impassable a great deal of the time. The company responded to this complaint by putting in several cars of rock, placing a tile to carry of the water, etc., and since that time conditions have seemed to be satisfactory.

Des Moines, Iowa, December 1, 1903.

No. 2705—1903.

S. J. HANEY, Chequest,  
v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

} *Overcharge.*

Complaint filed April 14, 1903.

The complainant in this case writes as follows:

Some time prior to the 23d day of November, 1902, I ordered through Mr. C. W. Baker, of Eldon, Iowa (he being a hardware dealer of that place), four rubber tired carriage wheels, intending to have them delivered at Eldon in time to ship them west in a chartered car that we were paying full car rates for and we did not have a half car load; accordingly we ordered the car for the 24th of November. The wheels were ordered from S. G. Gay, Ottawa, Ill. The car that we ordered was from Eldon to Stockton, Kan. Mr. Gay, of Ottawa, wrote Mr. Baker at Eldon that he had shipped the wheels on the 22d.

The car ordered came on the 24th. We held it until the 26th and could not hold it any longer and were compelled to let it go without the wheels; so when the wheels came they were forwarded on to Stockton, Kan., at an extra charge to us of \$3.00.

The complaint was taken up with the railway company, but as it was a matter that the Board had no jurisdiction in and the railway company declined to make refund, the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2706--1903.

F. M. MERCER, Victor,  
v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY  
COMPANY.

} *Condition of undergrade farm crossing.*

Complaint filed April, 16, 1903.

The complainant in this case stated that the mud in a culvert that was used for a stock pass was so deep as to make it impassable for stock. The matter was laid before the railway company, and after considerable correspondence was had the crossing was repaired to the satisfaction of the complainant.

Des Moines, Iowa, December 1, 1903.

No. 2707—1903.

DUBUQUE & SIOUX CITY RAILWAY  
COMPANY,  
v.

} *Condemnation proceedings.*

Complaint filed April 17, 1903.

This was an application for right to condemn certain lands in Hardin county described in the application, but the case was withdrawn before hearing.

Des Moines, Iowa, December 1, 1903.

No. 2708—1903.

W. J. R. BECK, Fort Madison,  
v.  
ST. LOUIS, KEOKUK & NORTHWESTERN  
RAILWAY COMPANY.

} *Drainage.*

Complaint filed April 18, 1903.

The complainant in this case stated that the railway company had allowed their ditches to be filled up causing the water to back upon his farm in Montrose township, Lee county, flooding the wells and cellars. The complaint was laid before the officials of the railway company and the Commissioners were advised that the conditions complained of would be remedied at once.

Des Moines, Iowa, December 1, 1903.

No. 2709—1903.

MARK MOORMAN, Newton,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

} *Overcharge.*

Complaint filed April 24, 1903.

Complaint in this case was that complainant had been overcharged \$9.30 on shipment of household goods from Sioux City to Newton by the Chicago, Milwaukee & St. Paul and the Chicago, Rock Island & Pacific Railway companies. Complaint was taken up with the companies interested and on August 8, 1903, the complainant advised the Board that his complaint had been settled by the Chicago, Rock Island & Pacific Railway company.

Des Moines, Iowa, December 1, 1903.

No. 2710—1903

I. H. TOMLINSON, City Solicitor, Albia,  
v.  
IOWA CENTRAL RAILWAY COMPANY and  
WABASH RAILROAD COMPANY.

} *Condition of street crossing.*

Complaint filed April 24, 1903.

The complainant in this case stated that the lines of the respondent railway companies ran parallel crossing South Main street and that the crossings were in such condition as to make them practically impassable. The matter complained of was adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2711—1903.

ISAAC MAXWELL, Indianola,  
v.  
CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY.

} *Undergrade farm crossing.*

Complaint filed April, 27, 1903.

In brief the complaint in this case was that the complainant who owned a farm intersected by the respondent railway had been provided with an undergrade crossing for many years, that the company now proposed to build a stone culvert to replace the bridge now used as undergrade crossing, of a size insufficient to be used as a crossing. The complainant desired that his under crossing be maintained for him. The company in response to this complaint stated that it proposed to place a culvert six feet in width and seven feet in height in the clear, wide enough for the passage of stock. The company also stated that although it was believed there was no legal responsibility attached to the company in the matter, yet if the complainant desired, the culvert would be made eight feet in the clear. In response to this complainant stated that he desired to have it not only eight feet in height but eight feet in width. Considerable correspondence ensued, which resulted in arrangements mutually agreeable to the complainant and the railway company.

Des Moines, Iowa, December 1, 1903.

No. 2712—1903.

FLEMING BROTHERS, Armstrong,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

} *Station facilities at Bonair.*

Complaint filed May 1, 1903.

The complainants in this case stated that they owned and operated an elevator at Bonair, Howard county, on the Chicago, Milwaukee & St. Paul Railway, and that

said station was to be made a non-telegraphic station. The Commissioners took the matter up with the railway company at once and it was ascertained that there was not sufficient telegraphic business at that point to warrant the maintenance of telegraph service at that station, the population of Bonair being but fifty. The Commissioners requested the complainants to furnish an approximate statement indicating the amount of business done at Bonair, the number of cars of grain shipped out, the commercial necessity for telegraphic facilities, etc. The complainants made no response to this request, and under the showing that had been made to the Board the case was closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2713—1903.

E. W. HILLWEG, Des Moines,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

Train connections.

Complaint filed May 7, 1903.

The complaint in this case was as follows:

In behalf of myself and the general public I write to inquire if your Board can induce or compel the Chicago, Milwaukee & St. Paul Railway company to improve their passenger service in this part of the State. Permit me to cite two instances in my own experience in the past few days. I am on my way from New Hampton, Iowa, to Cresco, Iowa, two county seats in adjoining counties, forty-six miles apart on the Chicago, Milwaukee & St. Paul Railway. I left New Hampton on No. 4, at 11:30 A. M., arrived at Calmar, 12:45 P. M., the next passenger is due to leave Calmar for Cresco at 3:45 A. M., arriving at Cresco at 4:35 A. M., or seventeen hours by passenger to travel forty-six miles. You will note by the enclosed April, 1903, time card that a passenger train for Cresco leaves Calmar thirty-five minutes before arrival of No. 4. There is a freight due to leave Calmar at 8:40 P. M., arriving at Cresco about 10 or 10:30 P. M., so by taking it the time would be reduced to about eleven hours. I am informed that a freight *sometimes* leaves Calmar for Cresco at 2:50 P. M., but I am very uncertain, as it is often abandoned, as is the case today. Another way to make Cresco from New Hampton (or points west) is to take No. 8 from New Hampton at 9:02 P. M., arrive at Calmar 9:55 P. M., leave Calmar 3:45 A. M., arrive at Cresco at 4:25 A. M., about eight hours time, all trains making connections, possibly in the interest of the hotel here, which you will notice is a Chicago, Milwaukee & St. Paul depot hotel, their register showing from thirty to fifty guests per day, not including those who patronize the lunch counter. The main line service is by no means good. I had about two hours business at Bassett, Iowa, arrived there on No. 4 at 11:30 A. M. and was unable to get out in either direction, not even by freight until 11:30 the next morning, just twenty-four hours later.

Cannot something be done to secure a connection for passengers from the west for the Cresco line? It seems to be quite an important line, and missing connections by half an hour and compelling a layover at Calmar for half a day or more is an outrage and injustice.

I do not wish to secure notoriety, hence ask that this letter be not made public, but do ask that something be done to improve the service.

The matter was taken up with the railway company and connections were so rearranged that all cause for complaint was removed.

Des Moines, Iowa, December 1, 1903.

No. 2714—1903.

MITCHELL IMPLEMENT COMPANY, Fort Dodge,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY  
COMPANY.

Loss of goods in transit.

Complaint filed May 11, 1903.

This was properly a complaint that the claim department of the Chicago, Rock Island & Pacific Railway company was unreasonably slow in handling claims. The attention of the railway company was called to the matter and the delay complained of was excused on the ground that in the removal from the old quarters in the depot building, papers had become mislaid, and it might take some days to reach cases that should have had early attention.

Des Moines, December 1, 1903.

No. 2715—1903.

HERMAN ROLFES, Neola,  
v.  
FORT DODGE & OMAHA RAILWAY  
COMPANY.

Dangerous highway crossing.

Complaint filed May 13, 1903.

The complainant in this case stated that the highway crossing on this line four miles south of Neola would be a very dangerous one as soon as the railway should be operated. The complaint was taken up with the railway company and in answer thereto Mr. W. B. Causey, general superintendent, stated:

This company has, we believe, complied with the statute and whatever difficulties or damages existing at the crossing are because of the character of the crossing and topography of the country and no blame can in any way be attached to this company.

I want to further advise you that my predecessor, Mr. Colt, together with Mr. T. D. Healy, our general counsel, made a determined effort to effect a different kind of crossing with the board of supervisors of Pottawattamie county, but the action of the board finally compelled the company to make a grade crossing.

It is now too late for the citizens to complain of the condition which this company tried to avoid but which the board of supervisors prevented.

I am sure that this company tried to avoid the perils of a dangerous crossing, but the county authorities were not willing to permit the company so to do.

In sending copy of Mr. Causey's statement to the complainant the board suggested that the county board of supervisors should, inasmuch as it had exclusive jurisdiction over highways, take this up with the railway company direct. The complainant was also advised that if this course did not produce satisfactory results the case might be presented to the Board again. The Commissioners having heard nothing further with reference to this complaint, the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2716—1903.

D. R. LANG, Levey,

v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.} *Farm crossing.*

Complaint filed May 19, 1903.

The complainant desired a crossing on his farm placed in better condition so that his tenant might use the same safely and conveniently. Some correspondence ensued between the Board and the railway company which resulted at a later date in the matter being satisfactorily adjusted and the crossing placed in condition satisfactorily to Mr. Lang.

Des Moines, Iowa, December 1, 1903.

No. 2717—1903.

J. B. MILES ET AL., New Boston,

v.

ARCHISON, TOPEKA & SANTA FE  
RAILWAY COMPANY.} *Public crossing.*

Complaint filed May 20, 1903.

Citizens of New Boston complained to the Board that the defendant railroad company was building an underground crossing that would be impassable for loads of hay, threshing machines and binders. The complaint was brought to the attention of the railway company and General Manager Mudge replied that there was no public road at the point where the company was changing its bridge, and stated further that the company was replacing a pile bridge with stone masonry and were under no obligations to maintain such a bridge as would permit of use by teams. The complainants were advised of the answer of the railway company and made no response thereto and the Board has waited for such response since August 1st.

Des Moines, Iowa, December 1, 1903.

No. 2718—1903.

CITIZENS OF EWART

v.

IOWA CENTRAL RAILWAY COMPANY.

} *Abandonment of station.*

Petition filed May 27, 1903.

Petition in this case was as follows:

We the undersigned citizens of Ewart, Iowa, and vicinity, do hereby request that you as a Board of Commissioners take up the matter of replacing and retaining of a station agent at this point for the following reasons:

1. That there is no place of shelter in which passengers may wait for trains, as depot is locked.

2. That any goods shipped, not prepaid, are carried to Grinnell, a distance of ten miles, or to Montezuma, a distance of seven miles, irregardless of inconvenience or loss to the owners.

3. That it will drive business from our town, from the simple fact that people are sure to go where there are shipping and telegraph facilities.

4. That there is business enough to maintain a station agent, which we show on a separate sheet.

That we can prove that this branch road, known as the Grinnell and Montezuma branch of the Iowa Central Railway, was built mainly by contributions and donations of right of way with the understanding that there be a station located and maintained at the present site called Ewart.

Representations were also made to the Board so that in sending the petition to the company the Commissioners said, among other things:

The Commissioners understand that a very nice business has been done at this station in the past, and that the station has been maintained ever since 1875 up to May 10, 1903. It also seems that when the Grinnell & Montezuma Railroad company built this line in Poweshiek county it was built largely on public subscription. The notes that were given by the subscribers contain this stipulation:

"This note valid on condition said company establish and maintain good and suitable depot at point of intersection with section line between section 21 and 20, Pleasant township."

And as the commissioners understand it the stock that was issued when these notes were paid contained the same statement.

The distance between Grinnell and Montezuma is thirteen miles by rail, and it is stated to be about seventeen miles by wagon road.

In answering this complaint the railway company insisted that there was not enough business to justify the expense of maintaining the station. However, the railway company granted the request of the petitioners and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2719—1903.

CITIZENS OF RANDES

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.} *Abandonment of station.*

Complaint filed May 28, 1903.

The petition in this case was as follows:

We, the undersigned patrons of the Chicago, Milwaukee & St. Paul Railway desire to protest against the action taken by the company in closing Randes station. We take the movement as an invitation to transfer our patronage to the Chicago Great Western and other roads that are very soon to be convenient to us.

We have been shippers over the Chicago, Milwaukee & St. Paul road and think they are not treating us right, taking out the system of telegraphy. They lost four car loads of stock last week by not having a telegraph system here.

It seemed that the petitioners were in error with reference to the abandonment of the station as the company only removed the telegraph instrument as the telegraph business at that point did not warrant the expense attached to keeping a telegraph office. This explanation seemed to be satisfactory and the case was closed.

Des Moines, Iowa, December 1, 1903.



No. 2720-1903.

EWER BROTHERS, Bagley,

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.*Drainage.*

Complaint filed June 1, 1903.

The complaint in this case was as follows:

We own the south half of section 4, township 81, range 31, Guthrie county. The Chicago, Milwaukee & St. Paul Railway runs through it east and west. On the west end they have quite a deep cut which extends on to the southeast quarter of section 5. The railroad company brings the water east through the cut from section 5 and dumps it out on both sides of the track on our land, which has caused us considerable damage the past year and will cause much more this year unless something is done soon. We have repeatedly called the roadmaster's attention to it, and not getting results we wrote the superintendent in regard to it a few weeks ago, but up to the present writing he seems to ignore our requests the same as the roadmaster, therefore we appeal to you.

The complaint was taken up with the officials of the Chicago, Milwaukee & St. Paul Railway company and Mr. H. R. Williams, general manager, explained the situation by the following letter:

Replying to your favor of June 1st addressed to President Earling enclosing copy of complaint received from Ewer Brothers of Bagley, Iowa, in regard to drainage conditions in the vicinity of their property, in sections 3 and 4, about two miles west of Bagley—beg to advise that I have had the matter carefully investigated and find the facts in the case to be as follows:

In 1901 our grade line in that vicinity was changed but does not reach back further into section 5 than it did previously so that water does not come now from any farther west than it has heretofore. There was originally a 24-inch pipe culvert about eight hundred and seventy feet west of the overhead highway bridge at the west end of their property. This was previous to the change in grade and when our track was considerably higher at that point than now. The culvert was put in to aid in carrying off water from the surrounding land in the depression in which the culvert was located—in all about fifteen or twenty acres. We found after putting the culvert in, however, that the land in that immediate vicinity had no natural drainage and that the water simply collected in the culvert and in the lowest places in the depression near there and remained there. The amount of water collected at this point was never sufficient, however, to cause the railway company any inconvenience or so far as we could learn, do any considerable damage to adjoining property.

When the grade line was changed this culvert was taken out and the water from this small area has since been carried eastward through our cut and it is this water that Ewer Brothers complain of. The drainage of this small area has no doubt been of some benefit to Ewer Brothers' neighbor on the west, but as it never did any damage before when collected practically all in one place. I fail to see how the water drained from so small an area could do any considerable damage to Ewer Brothers' land, especially when you consider that the water is practically all carried on our right of way. There was a ditch along the embankment just west of our pile bridge towards the east end of their land which was filled up when the change was made, and a new one made farther out. If this ditch has since filled up, we will take steps to see that it is opened up again.

In conclusion I wish to state that we have allowed them to change the channel of Mosquito creek from the pile bridge near the east end of their property east 700 feet to 1,000 feet, placing it partially or wholly on our land.

We also did a large portion of the grading for changing the channel of this creek, using the material for enlarging our embankment, but derived no benefit from the change. Our engineer who had charge of this work advises that he met the Ewer Brothers frequently and that they never made any complaint to him in regard to anything in connection therewith, and I think you will find on giving the matter further thought, that they have no legitimate grounds for complaint.

A copy of Mr. Williams' letter was sent the complainants but as they made no response it may be reasonably presumed that such steps were taken to remove cause for their complaint.

Des Moines, Iowa, December 1, 1903.

No. 2721-1903

CITIZENS OF DURHAM,

v.

CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY.*Abandonment of station.*

Complaint filed June 10, 1903.

The petition in this case was as follows:

Your petitioners in their own behalf and on behalf of a large number of persons residents of the town of Durham and vicinity respectfully represent: That for many years last past the Chicago, Burlington & Quincy Railroad company has kept and maintained a station, ticket and freight office, side tracks and such other buildings and erections as are necessary for the handling of freight and taking and letting off of passengers at the town of Durham in Marion county, Iowa.

That the said buildings were built in part by donations from your petitioners and others interested in having a freight and passenger station at the place mentioned, said contributions amounting in the aggregate to the sum of about four thousand dollars and were made with the distinct and positive agreement on the part of the railway company that said depot was to be maintained and conducted in the usual manner of railway stations of like character and that the said company would at all times keep and maintain the same as a freight and passenger depot and keep the necessary force and employes at the station aforesaid for the proper and convenient service of the public doing business with said company at the town of Durham, including a ticket and telegraph agent and persons to look after the loading of cars and handling of freight and do all things which the traffic of said station might reasonably demand.

That on the 20th day of May, 1903, the said company in violation of its contract and of its duty to the public as a common carrier and to the detriment and damage to a large number of persons and the interest of the public generally, removed its ticket and freight agent from said depot, and all its employes formerly kept on duty at said station, and locked up the station house, including waiting room, ticket office and freight and baggage room and refused to keep the said building open to the public desiring to transact business with said company or to furnish any facilities to the public or to persons having business with said company at said station, and as a result thereof your petitioners and all persons desiring to make shipments of freight from said station are compelled to go to the next nearest station, being the station recently erected at Harvey, being about four miles distant by highway, in order to obtain the services of said company in making shipments of freight from the town of Harvey aforesaid and to obtain cars for the shipment of stock and to properly bill the same, that cars placed on the side track for loading at said station are left to stand without the care or supervision of any employe or agent of the company and at the risk of the parties using the same, all to the damage and injury of petitioners and all other persons transacting business with said company at said station aforesaid.

Wherefore your petitioners ask that said railway company may be ordered and compelled to keep and operate its said station of Durham in the same manner that stations of like character are managed and operated and provide and keep suitable facilities for the receiving and handling of freight as provided by law and in compliance with the terms of its contract.

A copy of the petition was sent the respondent railroad company, and Mr. W. D. Eaton asked that they be furnished with a copy of the agreement referred to. In response to this request the petitioners said that the contracts referred to were "largely oral" but could be fully proven by living witnesses. The Commissioners advised the company of this statement of the petitioners and at a later date the Board was advised by Superintendent H. C. Nutt that he had been recently at Durham "and made arrangements for one of the citizens there to act as our agent."

This disposition of the matter was satisfactory to the petitioners.

Des Moines, Iowa, December 1, 1903.

No. 2722—1903.

BOARD OF TRUSTEES, Buckingham  
Township, Tama County,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Drainage.*

Complaint filed June 13, 1903.

The complaint in this case was as follows:

For cause of complaint against the Chicago & North-Western Railway company, your complainants show:

1. That they are the board of trustees of Buckingham township, Tama county, Iowa, and are charged by law with overseeing work upon the public highways of the said township and with keeping said highways in proper repair.

2. That on or about the year 1899 a railway was constructed through said township, running north and south, and passing through sections 2 and 11 thereof and crossing the public highway that runs east and west between said sections, which railway is now owned and operated by the said Chicago & North-Western Railway company.

3. That prior to the building of the said railroad, there was a low piece of land or basin into which a considerable tract of land drained and into which the surface water of said tract was carried, lying just north of said highway. That the said low land was drained by a natural water course and well-defined passageway and channel across the said public highway in a southwesterly direction into section 11 and thence into a small creek lying beyond. That where the said highway crossed the highway from section 2 into section 11 a culvert was built that afforded ample passage room for the water and made the highway passable at all times. That the water did not accumulate in this low ground prior to the building of the railroad but passed off through this channel and culvert.

4. That in the construction of said railroad and embankment or road bed for the track was built north and south through this low piece of land and across the said public highway, the said embankment being constructed several feet high and above the surface of the land. The said embankment crosses the public highway at that point where the culvert and waterway had theretofore been, and in the construction the culvert was torn out and the waterway crossed by a solid embankment. That a culvert was placed under the said railroad some twenty rods north of this point, but that it does not drain the low land for the reason that it is not low enough, and that no other provision was made for the drainage of said low land.

5. That all of the water that formerly passed off through this waterway and culvert is now dammed back into that part of the said low land that lies east of the railroad and there accumulates and stands until it evaporates or soaks away. That because of the said construction the said public highway is and for many months during the years 1902 and 1903 has been entirely covered with water just east of the said railroad bed and is therefore impassable and rendered entirely useless.

6. That the said company should and could with reasonable expense replace under their track and through their roadbed the said waterway and drainage passage and allow the water to pass off southwest as formerly. Or they could construct a ditch along the east side of their roadbed to the creek.

7. That the said company has been repeatedly notified of the said flooding and requested to provide proper drainage, but has refused and neglected to do so.

8. That it is important that the highway be immediately made passable, for that many children must pass along it or around it every day to attend the public school of that district.

9. That the plat hereto attached and made a part hereof, is a true plat of the premises.

Wherefore by reason of the facts herein set out your complainants pray that such relief may be given them as is equitable and proper.

The complaint was taken up with the general management of the Chicago & North-Western Railway company, and Mr. W. A. Gardner wrote the Board on June 22d that further drainage would be provided as requested; the complainants were so advised and the adjustment was satisfactory to them.

Des Moines, Iowa, December 1, 1903.

No. 2723—1903.

MASON CITY & FORT DODGE  
RAILROAD COMPANY,  
v.  
RICHARD RUNDLE. } *Condemnation of land at Oelwein.*

Application filed June 20, 1903.

In this application the Board gave the usual notices and had a hearing on the premises, but reserved decision until further notice from the railway company. The case is now closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2724—1903.

B. F. RUSHER, Linnburg,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Failure to furnish cars.*

Complaint filed June 20, 1903.

The complainant desired cars for shipment of sand and also complained of unreasonable delay in handling the shipments. The company through its superintendent, Mr. Wm. D. Hodge, stated that it was the intention to remove cars promptly and it was evidently some misunderstanding which he would try to have avoided in the future. Mr. Hodge's answer was sent the complainant and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2725—1903.

CITIZENS OF BELOIT,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Telegraph facilities.*

Complaint filed June 24, 1903.

The petitioners in this case complained that by reason of the railway company removing the telegraph operator, the shippers were greatly discommoded and asked that the telegraph office be reinstated. In answering this complaint Mr. H. R. Williams, general manager, said:

I have gone into this matter carefully and find that the receipts from the telegraph business at that point for the four months ending April, 1903, average less than \$4 per month, and in view of this fact I do not think we would be warranted in maintaining an agent at that point who is a telegrapher. With the increasing popularity of the telephone I presume the people of Beloit will not be without these accommodations, and I hardly think they will be inconvenienced by our action to any considerable extent.

The station will remain, of course, as before, a full-fledged freight and passenger station, the only change being that the telegraph instruments have been removed.

Mr. Williams' statement was sent to Hon. Geo. E. Henderson, mayor, for the petitioners, and as no further statements were made by the complainants the Commissioners believed the explanation satisfactory, and the case was closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2726—1903.

S. T. CHURCHILL, Arthur,

CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.

*Drainage.*

Complaint filed June 26, 1903.

The complaint in this case was as follows:

We have a piece of road running along the Chicago & North-Western Railway which has been impassable for the past eight weeks caused by railroad company not furnishing water way under their track so water can drain off. This road is located in northwest quarter section 20, Blain township, Ida county, Iowa. Party owning land north of road has been allowing teams to go through his land but has shut them out now and we are obliged to close one mile of the road. This is one of the main traveled roads of the township and should be kept open for travel, but until the railway company does something to let the water out it is impossible for us to work the road. The officials of the Sioux City division have been notified several times regarding this but do not seem to be inclined to do anything to remedy the matter so we call on you to write them and see what can be done to have this road opened for travel at once.

The answer of the railway company follows:

The Chicago & North-Western Railway company, for answer to the several complaints of S. T. Churchill of Arthur, Iowa, respectfully represents that the original complaint of Mr. Churchill, dated June 26, 1903, stated as cause of his complaint, that the said railway company was "not furnishing water way under their track so water can drain off." It appeared upon examination that the highway, the drainage of which it is complained is interfered with, runs parallel with the tracks of the North-Western company, and that at the point of controversy the railway company has two pile bridges, aggregating ninety-six feet in length, which afford ample drainage for the place complained of, while the highway along the same distance has only two small boxes and a bridge about twenty feet in length. When this situation was suggested to Mr. Churchill he filed a second complaint alleging that "the railway company has provided a bridge large enough to carry the water off but they have allowed their ditch to fill up with dirt washed off the high land so the water runs away from the bridge and causes it to overflow the public highway and makes the road impassable in wet weather."

An investigation of the locality discloses that the cause of the flooding of the highway is want of care on the part of the road supervisor, or other proper officers, in not maintaining the ditch along the highway immediately outside of the right of way of the Chicago & North-Western Railway company. This ditch, properly maintained, will obviate the situation complained of by Mr. Churchill.

We respectfully suggest that it is not the duty of the railway company to perform the duties of the road supervisor, and that if the highway authorities will maintain their ditch along the highway it will entirely obviate the trouble complained of by Mr. Churchill.

A copy of the answer was sent the complainant and he was asked, if it was his wish to carry the case further, to file such statements in rebuttal thereto as he might desire. Nothing further was heard from him and the case was closed without prejudice.

Des Moines, Iowa, December 1, 1903.

No. 2727—1903.

CITIZENS OF POCAHONTAS ET AL.,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

*Train service of the Gowrie-Sibley  
Branch.*

Complaint filed June 27, 1903.

The Commissioners received petitions in this case from the citizens of Ware, Moneta, Palmer, Laurens, Manson, Sibley, Melvin, Somers and Plessis, protesting against the abandonment of passenger train service upon the Gowrie-Sibley branch of the Chicago, Rock Island & Pacific Railway company. The Commissioners print herewith only one of the petitions, as they are in the main identical:

We, the undersigned, residents and citizens of the town of Plessis, being located on a branch of the Chicago, Rock Island & Pacific Railway company running from Gowrie to Sibley, Iowa, a distance of one hundred and ten miles, respectfully state to your honorable body that up to the 16th of August, 1903, the Rock Island Railway company ran a passenger train over said line each way every day, that said passenger train, up to August 10, 1903, being the date on which it was taken off, left Sibley every day, excepting Sunday, at 10.50 A. M., and arrived at Gowrie, Iowa, at 3.15 P. M., at which place it was turned around and left Gowrie at 4.05 P. M., arriving at Sibley at 8.30 P. M., that on August 16, 1903, said railway company discontinued said passenger train, and there is now but one regular train each way every day, being a freight train which leaves Gowrie at 7.30 in the morning and, when on time, arrives at Sibley at 5.30 in the evening, and the freight train running south leaves Sibley at 6.30 in the morning and arrives at Gowrie at 3.05 in the afternoon. That occasionally additional trains are run up and down the track, but they are extra and of no benefit to the traveling public.

That between Sibley and Gowrie there are seventeen intervening stations, none of which have passenger service, excepting by means of this freight train, excepting those towns which are located on other roads.

We would therefore petition your honorable body to take up an investigation of this matter at once, to fix a time for a formal hearing, and if the facts justify it to require the Rock Island Railway company to give us better passenger facilities and to give us at least one passenger train each way each day.

The Commissioners took the matter up promptly with the railway company and Mr. C. A. Goodnow, general manager said:

Replying to your favor of the 17th inst. relative to complaint of the business men of Pocahontas, regarding a reduction in our train service on our Gowrie branch: The passenger train which has heretofore operated over the line between Sibley and Gowrie has earned less than thirty (30) cents per mile. Under these circumstances we feel that since this train fell so far below the cost of the service that we could not continue it. We believe that we have furnished under the new schedule adequate service for the territory referred to. I shall be glad to furnish you any further information that you may desire.

Subsequent to the foregoing the Board received many letters from the different residents along this branch line urging that a freight train each way per day carrying passengers was not proper passenger train service. It was shown that the running time of this train was less than twelve miles per hour when on time, also that the interests tributary to this line were considerable, the country practically new and development progressing rapidly so that after carefully considering all the phases of the question, and after having a personal conference with the officials of the railway company the Commissioners wrote the railway company their views as follows:

The Commissioners direct me to write you their opinion concerning the Gowrie-Sibley branch train service. \* \* \*

Conceding the fact that the passenger trains upon the branch in question are operated by the company at a loss, yet as common carriers, with the duties it owes the public as such, and know-

ing the company to be solvent and doing a profitable business, considering its whole system, it is the opinion of the Commission that it is the clear duty of the railway company to restore the train service upon this 110 miles of railway. In considering this question the Commissioners would be permitted, under the decisions of the courts, to attach but little importance to the fact that your company is operating freight trains upon which passengers may be carried. The freight trains of today are not considered or regarded as a safe method of transportation for passengers. To be sure, they may be used to advantage by a certain class of passengers, but speaking generally, they are not such a safe, convenient and adequate passenger service as the law imposes upon a common carrier of passengers.

It is also the opinion of the board that when your company abandoned the passenger service upon this line, it abandoned a duty which, as a common carrier, it owes the public, and that it would be a discrimination against the seventeen towns and territory tributary thereto to refuse to restore this train service. If the action taken by your company was merely a reduction of the number of passenger trains, the position of the company would be much stronger, more reasonable and consistent perhaps, but where the service is abandoned entirely, as in effect it is in this case, it seems to the Commission that it is an abandonment of a public duty which the company owes to the people along this line of road. In the judgment of the board the courts of this State would not permit such a state of affairs if the same were brought to their attention, for the decisions of the courts are against the position taken by the company; that is, that the earnings of their passenger trains should be the controlling reason for the action of the company.

The section of the county through which this line runs is a rich and productive one. It is all under improvement and is a well settled part of the State. New business firms are being organized at the various towns along this line, and the Commissioners believe that with proper encouragement this branch line will not only continue to give you increased earnings in the freight department, but that the passenger earnings will also be remunerative.

The Commissioners have arrived at the above conclusions after considering all the facts and circumstances connected with the matter.

In response to this letter the company restored the train service as requested by the petitioners and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2728—1903.

G. P. ARNOLD, Garden Grove,

v.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

} *Private crossing.*

Complaint filed June 27, 1903.

Mr. Arnold's complaint was in the following manner.

I enclose herewith a letter from Mr. G. W. Fabens, an official of the Chicago, Burlington & Quincy Railroad company. The subway in question is of great convenience to my farm and its abolition will be severely felt.

No grade crossing can be established that will serve my purpose nearly so well. There is no water in the farther side of the subway pasture, and the subway connects the homestead and barn with 640 acres of land that I use largely for pasturage. I now file my protest against the filling up of the subway under the said Chicago, Burlington & Quincy Railroad track and respectfully ask, that if it is within the purview of your powers, that you make your protest effective. It may be remarked in this connection that I have enjoyed a subway at this point for over twenty-five years, and that some years ago when the bridge at this point was filled, the present subway was left for my especial convenience. I will be glad to furnish you a plat of my premises showing the approximate location of the subway in question to the other fields of the farm, the location of buildings and general arrangements of the premises.

A copy of the paper which Mr. Arnold referred to is inserted herewith:

The contract which you have had with the railroad company for an under crossing at bridge 22A, near Garden Grove, expired May 5, 1903. Inasmuch as the bridge will have to be rebuilt or

filled we have decided to take advantage of the terms of the contract, which gives us the right to fill this bridge and close up the under crossing at the expiration of the contract.

The Commissioners acknowledged receipt of the complaint advising the complainant that the case would have to be taken up on its merits, the Commissioners not having authority to enforce contracts, etc. The legal department of the railway company in answering this complaint said:

In the spring of 1893 the company intended to fill in this bridge and had the material on the ground for so doing. Mr. Arnold objected to this being done, and after some negotiations a written agreement was entered into between Mr. Arnold and the railroad company which provided that the railroad company should maintain the bridge as an under crossing for ten years from May 15, 1893. This contract also provided: "That after the expiration of said ten years said under crossing may be closed up if said first party (the railroad company) so desires." You will see, therefore, that the company in closing up this opening is simply doing what Mr. Arnold agreed it might do and have the right to do. I think the facts must have escaped Mr. Arnold's memory, as from what I know of him he is not the kind of a man who would undertake to escape the obligation of any agreement which he might make.

I am advised that Mr. Arnold already has two private crossings on his farm, one 950 feet east and the other 850 feet west of the old subway. He already has one more than he is entitled to under the statutes. It does not seem to us that we ought to be called upon to build any more crossings on this farm. As your board well knows, every additional crossing increases the danger in operating the road, not to speak of increasing the expense.

Mr. Arnold insisted that inasmuch as the railroad has seven-eighths of a mile through his farm that he was entitled to an open grade crossing in lieu of the subway that had been filled. The company insisted that it had a right, under the written agreement with Mr. Arnold, to close the subway, but offered, in order to close the gates, to place a grade crossing about five hundred feet northeast of the old bridge and fit it with cattle guards, wing fences and gates. If they did this, however, they would have to take out both of the other grade crossings, as the company did not feel warranted in maintaining an expensive grade crossing such as described while at the same time maintaining other crossings on the same farm. As this proposed disposition of the complaint seemed to the Commissioners to be a fair proposition the Board took no further action in the case.

Des Moines, Iowa, December 1, 1903.

No. 2729—1903.

C. C. SMITH, Somers,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

} *Condition of stock yards.*

Complaint filed July 1, 1903.

The complaint in this case was to the effect that the stock yards at Somers were located within 200 feet of the business part of the town, and were almost in the center of a natural water way, that the conditions were such that it made the yards a nuisance to public health and the Board was asked to take action. In response to this complaint the railway company cleaned the yards, but this was not satisfactory to the complainants and the Board was advised later that the city would proceed in another way to have the matter adjusted and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2730—1903.

O. T. WATLAND, Mayor, Huxley,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Speed of trains through town.*

Complaint filed July 6, 1903.

Mr. Watland filed complaint in this matter as follows:

I wish to enter complaint in regard to the speed of the railroad train running through this town. The passenger going east about 12.30 at noon fails to catch the mail very often and it seems to be on account of the high speed of the train. I would like to have them slow up to about twenty miles per hour. Our town is one mile square and they make the distance in about one minute.

We have 300 people inside the limits although some maps give it fifty or one hundred but that was before the town was known to be one mile square. We think with the number of people here and the thickly settled farming community we should have better train service.

Mr. H. R. Williams, general manager of the Chicago, Milwaukee & St. Paul Railway company, wrote the Board as follows:

With reference to failure of train No. 4 to catch mail at that point: I am advised that this train has failed to catch the mail but once in the past sixty or ninety days, and there is therefore no reasonable ground for complaint on that score.

Huxley is a very small place and I confess I do not see the necessity of slowing up trains to twenty miles per hour. There is but one public crossing inside the switches, which is a country road, and trains can be seen a long distance in both directions. Our tracks through Huxley are almost straight. In view of these facts we do not feel that there is any danger whatever in running trains at a high rate of speed through this place and I think on further consideration you will agree with me.

A copy of the foregoing was sent Mr. Watland and as nothing further was heard from him the case may be regarded as closed.

Des Moines, Iowa, December, 1, 1903.

No. 2731—1903.

LOUIS E. BIGLER, Wadena,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Telegraph facilities.*

Complaint filed July 10, 1903.

Mr. L. E. Bigler, postmaster, complained that the railway company had abandoned Wadena as a telegraph station, and that the people at that place were anxious to have the same restored. Mr. H. R. Williams, general manager of the railway company, said in answer to this complaint that the amount of telegraph business done at that point would not warrant the company in maintaining a telegraph station there and providing an agent who was an operator; further, from the very small amount of business done, it could hardly be said that telegraph facilities at that point were a necessity. As the population of Wadena is less than two hundred the Board took no further action in the case, other than to send a copy of Mr. Williams' statement to the complainant, who made no response thereto.

Des Moines, Iowa, December 1, 1903.

No. 2732—1903.

L. B. HANNA, Postal Clerk, Austin and  
Albia,  
v.  
IOWA CENTRAL RAILWAY COMPANY. } *Improper condition of engine  
No. 40.*

Complaint filed July 13, 1903.

The complaint in this case was as follows:

I beg to call your attention to the fact that engine No. 40, in use on the Iowa Central, has jumped the track five times in the past four weeks, and also that this is a common occurrence for this engine. This is the engine that jumped the track July 4, 1902, near Hampton, Iowa, in which two postal clerks lost their lives, and the postal clerks ride in car behind this engine. Will you give this your kind attention?

Jumped the track this forenoon north of Eddyville.

The matter was brought to the attention of Vice President L. F. Day of the Iowa Central Railway company and on July 16th he wrote the Commission that the engine would be taken out of service until the cause for derailment had been ascertained. On July 30th Mr. Hanna wrote the Board again stating that the company had again placed the engine in active service and he would like to have report showing the cause for the derailment. The Board again communicated with Mr. Day and elicited from him the following:

This will acknowledge receipt of your favor of the 31st ult. with enclosure from Postal Clerk L. B. Hanna, relative to engine No. 40. We have never had any trouble with this engine, and do not anticipate any. I do not think my letter to you on this subject, written July 16th, was as clear as it should have been, or as I thought it was, since in the first part of it I spoke of the trucks of engine No. 40 leaving the track. This is an error, as indicated by the latter portions of the same letter, it being the trucks of engine No. 40's tank that left the track. This tank has been taken out of service and another tank with which we have never had any trouble has been connected up with engine 40, which is again in service. I assume that Postal Clerk Hanna was without this information when he wrote you on the 30th ult.

This explanation being satisfactory the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2733—1903.

M. D. STONER, Iowa City,  
v.  
CEDAR RAPIDS, IOWA CITY & SOUTH-  
ERN RAILWAY COMPANY. } *Cattle pass.*

Complaint filed July 18, 1903.

The complainant in this case desired a cattle pass where the respondent railway company, then constructing a line, had a fill of five feet and eight inches. The complaint was taken up with the railway company and Mr. Wm. G. Dows, president of the railway company, answered the complaint as follows:

In regard to the case, will say that we have had considerable trouble with him in every way. At first he was going to give us the right of way through his farm, then asking a price that was outrageous. The sheriff's jury was then called and fixed a price, and from this award he has appealed. As provided by law we deposited the money with the sheriff and went ahead, taking possession of the land. We feel that what he wants in the way of compensation is absurdly high as we have complied with the law in the matter and it is now in the hands of the district court.

In regard to the underground crossing for Mr. Stoner, will say that the statement that he would have to sell all of his stock is also absurd, as our road does not cut his farm any more than the average railroad cuts the average farm. There are plenty of places for surface crossings and no good place for underground crossings. Our embankment is so low across his farm that it would be impossible for us to put in an underground cattle pass and drain the same on our own right of way.

Mr. Stoner has done everything he could down there to retard the building of the road. One of the things that Mr. Stoner wanted us to do was to guarantee and agree to change the highway crossing on his farm which, of course, we would not, under the circumstances, agree to do. We do not cross a pasture but keep through a cornfield and orchard all the way.

The whole trouble with Mr. Stoner is this: He has been trying to compel us to pay an outrageous price for the same and to get an underground crossing, which we have refused to grant, as I said before.

Mr. Stoner's entire actions, in regard to the railroad running in that county does not meet with the approval of his neighbors and friends. The parties living on each side of him gave us the right of way, and from each one we took a great deal more land and run a great deal farther than on the land of Mr. Stoner.

Inasmuch as the fill is not high enough to permit of any undergrade crossing and the further fact that Mr. Stoner made no response to the answer of the railway company, a copy of which was sent him, the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2734—1903.

J. M. BARTHOLOW, Urbana, Illinois, }  
v. } *Condition of undergrade farm crossing*  
MINNEAPOLIS & ST. LOUIS RAILROAD } *near Rembrandt.*  
COMPANY.

Complaint filed July 20, 1903.

The complaint in this case was as follows:

The subway No. 117, three miles south of Rembrandt on the Minneapolis & St. Louis Railroad running through my farm, could not be in much worse condition. So much stock has been passing through for the past two years, and it has been so wet, that it has become dangerous for the stock, as the mud is some three feet deep and of course they carry a great deal out of the subway every time they pass and ultimately will make it dangerous. The railroad company was very kind in granting the subway, and I am loth to ask for much, but three carloads of gravel or two or three hundred old ties and the subway could be made safe for my stock and the company. I will be only too glad to bear any part of the expense that you consider I should pay.

The company responded by stating that they would place the gravel as wanted.

Des Moines, Iowa, December 1, 1903.

No. 2735—1903.

L. S. HELPREY, Newton. }  
v. } *Undergrade farm crossing.*  
NEWTON & NORTHWESTERN }  
RAILROAD COMPANY.

Complaint filed July 21, 1903.

The complainant stated that he had an undergrade crossing on the Rock Island, that he desired to have the same kind of a crossing under the track of the Newton

and Northwestern railway company running parallel to the Rock Island at a point opposite the crossing on the Rock Island. The matter was laid before the officials of the Newton and Northwestern Railway company and on August 10th the complainant advised the Board that the matter was adjusted satisfactorily to him.

Des Moines, Iowa, December 1, 1903.

No. 2736—1903.

CITIZENS OF DONNAN, }  
v. } *Telegraph facilities.*  
CHICAGO, MILWAUKEE & ST. PAUL }  
RAILWAY COMPANY.

Petition filed July 21, 1903.

The petition in this case was as follows:

We, the undersigned citizens of Donnan, Iowa, and traveling salesmen, having experienced for some time the inconvenience of having no telegraph operator at this junction, and believing it would be of great benefit to the general public to have an operator here, do hereby petition you to use your influence in locating an operator at this place.

In answering the petition the company stated, by Mr. H. R. Williams, general manager:

Replying to your favor of July 22d, enclosing copy of petition received from the citizens of Donnan Junction, requesting that they be afforded telegraph facilities in our depot at that place, beg to advise that the population of the town is so small, numbering less than fifty in all, I am told, and there is so little business handled there, that we can not consistently be expected to go to the expense of installing an agent at that point who is a telegraph operator.

When everything is taken into consideration, I think you will agree with me in this conclusion.

The Commissioners, upon the showing made, do not believe that they would have the right at this time to order telegraph services for the station of Donnan.

Des Moines, Iowa, December 1, 1903.

No. 2737—1903.

J. E. STEVENS, Bentonsport, }  
v. } *Overcharge—interstate.*  
CHICAGO, ROCK ISLAND & PACIFIC }  
RAILWAY COMPANY.

Complaint filed July 25, 1903.

The complainant in this case thought he had an overcharge on wheeled scrapers from Aurora, Illinois, to Bentonsport. Upon investigation, however, it was found the charge made him was correct.

Des Moines, Iowa, December 1, 1903.

No. 2738—1903.

MRS. LILLIAN TIMMONS, Wichita, Kans.  
v.  
CHICAGO, BURLINGTON & QUINCY  
RAILWAY COMPANY.

*Loss of goods in transit.*

Complaint filed July 27, 1903.

This was a complaint that a couch shipped with a bill of goods from Chariton to Wichita, Kan., had been lost in transit. A great deal of correspondence followed the filing of this complaint and upon September 14, 1903, complainant acknowledged receipt of check for \$43.43 payment for lost couch.

Des Moines, Iowa, December 1, 1903.

No. 2739—1903.

B. R. CHURCHILL, Royal,  
v.  
ILLINOIS CENTRAL RAILROAD  
COMPANY.

*Loss of milk cans from station platform.*

Complaint filed July 30, 1903.

The complainant stated that he bought tickets for milk cans to be shipped to Fort Dodge but that the cans disappeared from the station platform and he desired the company to refund him the amount of loss, which was \$7.94. While this was a case not within the jurisdiction of the Board, the matter was taken up with the railroad company, but Mr. J. Osborn, general baggage agent, under date of August 12th, declined to entertain the claim for the following reason:

It was investigated and we learned that the total number of cans shipped from Richards on the date in question were delivered to the consignee at Fort Dodge and I notified our agent to this effect, requesting him to inform Mr. R. R. Churchill accordingly.

In both of these cases we carried out our contract and if there was any failure the consignee is the one responsible. Please note that the first item in this claim was not brought to our agent's attention until February 21st, two months after the shipment had been made; in fact, the second was not mentioned until the above date. We therefore think that under the circumstances the company should not assume any responsibility.

Had the consignee reported this shortage directly to the consignor and he brought it to our agent immediately, we could have made a more complete and definite investigation and ascertained just where the leakage happened. In any event I do not see wherein the company is liable for this loss.

The complainant was advised of the stand taken by the railway company and the case closed.

Des Moines, Iowa, December 1, 1903.

No. 2740—1903.

J. P. FREDERICKSON, Ruthven,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

*Undergrade farm crossing.*

Complaint filed August 5, 1903.

The complainant stated that he had previously been supplied with an undergrade farm crossing; that the railway company in running the bridge had con-

cluded to replace it with a 48-inch pipe. He also stated that the proposed culvert would not be in the right place to properly drain the land. The case was taken up with the railway company, and on August 7th the Board received word from Mr. Frederickson to take no further action in the matter.

Des Moines, Iowa, December 1, 1903.

No. 2741—1903.

HELMER & GORTNER, Mechanicsville,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.

*Blocking private crossing.*

Complaint filed August 14, 1903.

The complainants in this case wrote as follows:

We own a farm adjoining the Chicago & North-Western right of way at this town. The gate to the farm is about forty rods east from the depot and the only way to the gate is across the tracks.

The company is in the habit of leaving cars on the switch before the gate so it is impossible for us to get in or out.

We have notified them several times about this matter and they continue to leave cars there sometimes for two days.

If there is any way you can fix this matter for us we will be obliged to you.

The matter was taken up with the railway company and adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2742—1903.

The E. H. MARTIN Telephone Com-  
pany, Webster City,  
v.  
UNITED STATES EXPRESS COMPANY  
and  
ADAMS EXPRESS COMPANY.

*Overcharge in interstate shipment.*

Complaint filed August 18, 1903.

The complaint in his case was as follows:

Is there any reason for the following charges?

We had a box from New York by the United States Express and it came via Waterloo. The charges from New York to Waterloo (where there are two or more express companies) was \$1, and from Waterloo here, seventy miles, the charges were forty cents.

It is almost impossible to get a package small enough to come under the twenty-five cent rate as they have lifted the prices nearly 50 per cent in the last six months.

Will you kindly look into the matter and advise.

Mr. C. H. Crosby, vice president of the United States Express company answered the complaint in the following manner:

You addressed a letter to Mr. W. H. Quick, general superintendent of this company and a resident of your city, on August 18th, in which you enclosed a copy of a letter received from the E. H. Martin Telephone Company of Webster City, Iowa, referring to it as self explanatory. This letter was in due course referred to me, and I beg to answer your inquiry, that a charge of

forty cents was made from Waterloo, Iowa, to Webster City, Iowa, for the reason that such is the customary and published charge of the United States Express Company. The United States Express Company has no knowledge that it is an illegal charge; but if it can be shown to be an illegal charge the Express company will hasten to comply with the law.

The rate in question is based upon the express graduated card under a rate of ninety cents per one hundred pounds between Waterloo, Iowa, and the rate authorized by your honorable body.

We desire to answer the charge made by the E. H. Martin Telephone Company with the utmost courtesy and forbearance; but their statement that the United States Express Company has lifted the price nearly 50 per cent in the last six months is simply false; and if it may not be out of place to say so, we consider such gross and unfounded charges made to your honorable Commission as a serious calumny and damage to this company. No advance whatever has been made in the express tariff of this company from Waterloo, Iowa, to Webster City, Iowa, and this company has been very careful, so far as lay in its power, to comply with every statute of your State.

We presume you will not consider this complaint worthy of further consideration; but if it were possible for us to institute legal proceedings against a firm which makes such damaging and untruthful charges against the United States Express Company, we would be glad to do so; and if your honorable Board can point out any remedy that we have at law, we will be glad to avail ourselves of it.

A copy of the foregoing was sent Mr. E. H. Martin who replied that his complaint was that the United States Express company had no right to accept a package at New York that the could not deliver at Webster City when the Adams Express company that could deliver at Webster City had an office in New York. Further his complaint was that the Adams Express company had overcharged them and not the United States Express company. Upon this the Commissioners laid the entire matter before the officials of the Adams Express company and Mr. J. H. Bradley, general traffic manager, replied on October 9, 1903, as follows:

I have investigated the alleged overcharge on shipment from New York City consigned to Mr. E. H. Martin, Webster City, Iowa. His complaint is first, that the United States Express company should not have forwarded the shipment from New York City, and second, that our charge from Waterloo to Webster City was excessive.

Under an agreement between the Adams, American and United States Express companies, which has been in effect for twenty-five years, either company is permitted, at New York City or other points east of the Ohio and Pennsylvania line, to forward business destined to exclusive offices of either of the companies west of that line, waybilling same to convenient transfer point, the through charge to be same as would be made by the company having the through line. Under this agreement, the delivering company is entitled to its local charge from transfer point to destination.

In the case of the shipment referred to, the through charge by the American Express company's line would have been \$1.30. The charge made by the United States Express company in connection with our company from Waterloo was \$1.40, and the originating company would, of course, reduce its charge so that the through charge would not amount to more than \$1.30. Letter from our agent at Webster City says that such refund has been made. I understand that the transaction occurred during the absence of our regular agent and his assistant was not familiar with the rules governing such cases.

It will be noted by the above that refund was made to the telephone company and the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2743—1903.

DEWELL LUMBER COMPANY, Collins, }  
v. }  
CHICAGO, MILWAUKEE & ST. PAUL } *Site for coal house.*  
RAILWAY COMPANY. }

Complaint filed August 22, 1903.

The complainants in this case stated that they were unable to obtain site for coal house, although there was abundance of room at that station. The complaint was at once taken up with the railway company and General Manager H. R. Williams stated that while there was no necessity for another coal house at that point, yet site would be granted the petitioners, and the case was therefore closed.

Des Moines, Iowa, December 1, 1903.

No. 2744—1903.

W. C. GAMBELL, Mayor, Sigourney, }  
v. }  
CHICAGO, ROCK ISLAND & PACIFIC } *Condition of overhead highway crossing.*  
RAILWAY COMPANY. }

Complaint filed August 28, 1903.

Hon. W. C. Gambell, Mayor of Sigourney, in writing the Board with reference to this case, said:

We have within the corporation of Sigourney a large wagon bridge which was constructed by the Chicago, Rock Island & Pacific Railway company some twenty years ago. The said bridge was constructed as an overhead crossing, and it is supposed to be the duty of the railroad company to keep the same in good repair. However, the company neglects and refuses to rebuild or to keep it in good repair. The railroad company has been notified to repair it as it was considered dangerous to public travel. The company refused to repair the same, and gave this office to understand that they would repair it when they got ready. On the 28th instant our council employed a good, first-class mechanic to examine the same, and he reported that the bridge is in unsafe condition. Now, we would be pleased if you would come to Sigourney at your earliest convenience and make a personal examination of this bridge and take the matter up with the company at once. The chairman of the board of supervisors concurs in this request. We would also be pleased if you would wire when we may expect you.

The matter was taken up personally by the Commissioners, with the officials of the railway company, and were assured that it was the intention of the company to "overhaul this bridge and that the material therefor is now on the ground." Later, the condition of the bridge was rendered safe, and the case closed.

Des Moines, Iowa, December 1, 1903.



No. 2745—1903.

J. S. HARRIS, New Market,  
v.  
KEOKUK & WESTERN RAIL-  
WAY COMPANY. } *Farm crossing.*

Complaint filed September 8, 1903.

The complainant in this case wrote as follows :

I own a farm adjoining the town of New Market, Taylor county, Iowa, through which passes the Keokuk & Western Railroad. A ravine runs through the center of my farm and a railroad bridge about three hundred feet long spanned the ravine until two years ago, when the railroad company put in a flume and filled the ravine, leaving no adequate crossing for teams or stock. In filling the ravine the railroad company left a low, narrow pas-ageway between the flume and the east end of the filling which is dangerous to stock, having already injured some of my stock while passing through, being impassable in a wet time and dangerous to stock in a dry time.

The complaint was at once laid before the railway company and on September 14th the Board received statement from Mr. A. C. Goodrich, manager of the railway company company, as follows.

I made an agreement with Mr. Harris for the cattle pass to be constructed just as it now stands and which was satisfactory to him at the time; but the location is not a good one and Mr. Harris has had, I find, some trouble, and I received a letter from him through our superintendent of bridges and buildings only a few days ago, written about the time he wrote the commissioners, asking us to remedy the matter by moving the cattle pass further east and I have told our bridge superintendent to do so as soon as he can consistently do the work and have told him to so notify Mr. Harris.

As the disposition made was satisfactory to the complainant the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2746—1903.

T. G. WICKERSHAM, Capron,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY. } *Blocking street crossing.*

Complaint filed September 8, 1903.

The complainants stated that the employes of the railway company had been in the habit of blocking crossings between Melbourn and Luray. The attention of the company was called to this matter and cause for complaint was removed.

Des Moines, Iowa, December 1, 1903.

No. 2747—1903.

C T. SACKRIDER, Maquoketa,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Baggage facilities at Lainsville*

Complaint filed September 10, 1903.

The complainant in this case stated:

I wish to call your attention to the fact that Lainsville, a summer resort on the Mississippi situated between Sabula and Green Island, has no checking system for checking baggage. From May 1, 1903, to September 1, 1903, 1,900 passengers got on and off the trains, each having more or less baggage. When their vacation was over and they wished to return, their baggage was dumped upon the train and one could get their baggage checked at other points the best they could. The Dubuque division of the Chicago, Milwaukee & St. Paul gets the money for all this passenger traffic, why cannot the patrons of this place have the benefit of a baggage checking system also? The patrons of this resort will, I am sure, be very grateful if you will bring about such a result.

After considerable correspondence had been had Mr. H. R. Williams, general manager of the railway company, gave the Board the result of his investigations in the following manner.

This is really a country camp ground; there is no town there and little, if any, business to be transacted. There are some cottages, as stated by Mr. Sackrider, which are occupied during the summer months by people looking for an outing. The business has been handled at that point the same as it has at any other similar place where passengers get into our trains and where we have no employes, i. e., the train baggagemen does the checking and this is the only instance that our attention has been called to of any irregularity or inconvenience to the traveling public.

The business is all over for this season but if we find that we are unable to take care of the business next year in a satisfactory manner by having train baggageman handle it perhaps we can make an arrangement with the man at that point who runs a little store to check baggage for these people, but it is not usual for people to expect city facilities when they go out in the woods for an outing.

As this disposition of the matter seemed satisfactory to the complainant the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2748—1903.

K. J. JACOBSON, Pickering,  
v.  
IOWA CENTRAL RAILWAY  
COMPANY. } *Overhead farm crossing.*

Complaint filed September 10, 1903.

This was a request for an overhead crossing on account of peculiar conditions existing on the farm of the complainant. After some correspondence had been had the Commissioners were advised by L. F. Day, vice-president of the Iowa Central Railway company, that "as a result of negotiations extending over a considerable period a satisfactory arrangement was arrived at and a crossing constructed for Mr. Jacobson's accommodation."

Des Moines, Iowa, December 1, 1903.

No. 2749—1903.

A. S. DALE, Scarville,  
v.  
CHICAGO & NORTH-WESTERN  
RAILWAY COMPANY. } *Drainage.*

Complaint filed September 11, 1903.

The complainant in this case stated that the company had not provided for proper drainage where the line crossed his farm. The company advised the Commissioners later that since Mr. Dale had made his complaint the ditch in question had been opened and was now more than amply sufficient to receive all water coming from the land of Mr. Dale. No further complaints were made by Mr. Dale with reference to drainage.

Des Moines, Iowa, December 1, 1903.

No. 2750—1903.

W. J. STECKEL, Bloomfield,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY. } *Car service at Paris station.*

Complaint filed September 14, 1903.

The complainant in this case says:

We have a considerable amount of cord wood and coal props at Paris station, on the Rock Island, in this county, and on land adjoining same. We have a large amount of stuff in the timber and other being cut. Dealers to whom we ship the stuff are very anxious for it, especially coal miners who want the props for their work, and if we are unable to fill orders promptly now, it will throw the material on our hands to be carried over another season, and possibly specifications we are now cutting on, would not answer in the future. The Rock Island, some time ago, extended and remodeled their passing track and built a loading track at Paris station and it is practically impossible now, to load any material, as matters stand, unless the company will allow it to be done on the passing track until they get the so-called stock track completed and graded up so that wagons can properly reach cars on it. It seems almost impossible to get cars, but last week there were two put in on the stock track, and after a good deal of negotiation, our foreman was informed, two or three days ago, that he could load them if he could do it on the stock track, which we could not do.

The matter was taken up with the railway company at once and the complaint was adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2751—1903.

MASON CITY BRICK AND TILE COM-  
PANY, Mason City,  
v.  
CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY. } *Application of Iowa rates to shipments  
beginning and ending in Iowa though  
passing outside the state in transit.*

Complaint filed September 14, 1903.

The complaint in this case was virtually as follows:

To protect our customers and ourselves, we have, under protest in every case, prepaid freight on cars shipped out since August 23d, the date on which we received notice from the Chicago & North-Western Railway that it would not apply Iowa Distance Tariff on car load shipments to points in Iowa via Blue Earth and Fox Lake, or, as they say, "moving through Minnesota to Iowa points." To show you the extortion practiced and the unreasonable charges collected, I quote you the following from receipted prepaid freight bill in our hands:

Date.	Car num-ber.	To—	Iowa rate.	Weight.	Charged.	Paid.	Should be.	Over-charge.	Freight at interstate rate.
August 25	49260	Lone Rock.....	4.80	30,000	8 c	\$ 24.00	\$ 14.40	\$ 9.60	.....
September 3	18778	Burt.....	4.72	30,000	8	24.00	14.16	9.84	.....
September 4	15050	Lone Rock.....	4.80	30,000	9	27.00	14.40	12.60	.....
September 5	52503	Bancroft.....	4.56	30,100	7	21.07	13.73	7.34	.....
September 5	45888	Fenton.....	4.96	30,000	9	27.00	14.88	12.12	.....
September 10	17682	Burt.....	4.72	30,100	10.1	30.30	14.16	16.14	\$ 24.00
September 10	46016	Bancroft.....	4.56	33,000	10.4	34.32	15.06	19.26	.....
September 10	42531	Ledyard.....	4.48	36,000	10.7	38.52	16.13	22.39	25.20
September 12	46328	Bancroft.....	4.56	32,600	10.4	33.90	14.86	19.04	22.80
September 15	53323	Lone Rock.....	4.8	31,100	10.7	33.28	14.93	18.35	24.83
September 15	91153	Burt.....	4.72	30,000	10.1	30.30	14.16	16.14	24.00
Total ..	.....	.....	.....	.....	.....	\$323.69	\$160.86	\$162.83	\$ 143.88

Since September 10th the Iowa Distance Tariff has been applied and collected, figuring the distance via Belle Plaine, Jewell Junction to Burt, Iowa, 264 miles, rate 10.10c; distance via Blue Earth, 92 miles, rate, Iowa Distance Tariff, 4.72. To Ledyard, Iowa, 230 miles, 10.7c; via Blue Earth, 76 miles, rate should be 4.48 Iowa Distance Tariff.

Please note that the excess collected over the Iowa Distance Tariff is \$162.83, a little more than 100 per cent, and that since September 10th the excess over interstate tariff on six cars is \$56.74.

If the object of the Chicago & North-Western is to shut us out and reserve the territory for some favored employe of that company owning an interest in some competing manufactory, then that object will be attained. Our shipments out are more than twenty-four hundred cars per year and we cannot continue to pay \$14.80 per car overcharge, as these cars average, and continue our plant in operation.

The matter was taken up with the railway company which company filed the following answer.

It is a sufficient answer to the complaint of the said Mason City Brick & Tile Company, which is directed against the ruling of the Traffic Department of this company that shipments originating in Iowa and finally terminating in Iowa form interstate commerce and that the Iowa Distance Traffic on such shipments does not apply, that the Supreme Court of the United States has in the case of *Hantley et al., Members of the Railroad Commission of Arkansas, v. Kansas City Southern Railway company*, decided at the October term, A. D. 1902, which is reported in volume 28 of the Supreme Court Reporter, page 214, overruled the decision of the Supreme Court of Iowa in the case of *Campbell et al., Railroad Commissioners, v. Chicago, Milwaukee & St. Paul Railway company*, reported in the 86th Iowa, page 587, and subsequently reported in the 90th Iowa,

page 764, which is cited by the complainant in this proceeding, and has finally decided that shipments originating and terminating in a State but which are transported from the place of origin to the place of destination over a line of railroad running outside of the State, form interstate commerce and the State Railroad Commission has no jurisdiction or power to fix rates for such shipments.

The recent action of the Chicago & North-Western Railway company, which is referred to in the complaint of the Mason City Brick & Tile company, as to shipments from Mason City, Iowa, moving through Minnesota to Iowa points, refusing to apply the Iowa Distance Tariff on such shipments, was taken by it to conform with this opinion of the United States Supreme Court and the decision therein announced.

In view, therefore, of the final determination of this question by the United States Supreme Court, it is respectfully submitted that this honorable commission should decline to make the order requested by the petition herein.

Inasmuch as the decision referred to by the railway company superseded and reversed the decisions of the United States supreme court and the Iowa supreme court upon which the Commissioners had formerly relied, the Board could do nothing but dismiss the complaint. The decision of the United States supreme court referred to in answer of the railroad company is printed in another part of this report.

Des Moines, Iowa, December 1, 1903.

No. 2752—1903.

HENRY DAMMEIER, Newton,  
v.  
NEWTON & NORTHWESTERN  
RAILWAY COMPANY. } *Drainage.*

Complaint filed September 22, 1903.

The complainant stated that a ditch made by the railway company was not deep enough and asked that the company be required to cut the same deeper in order to properly drain the land. The company was notified of the complaint and the Commissioners understand that the same was adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2753—1903.

FRED RUMOHE, Inwood,  
v.  
CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY. } *Failure to furnish cars.*

Complaint filed October 3, 1903.

The complainant in this case stated that he was unable to get cars for shipment of barley although he had been trying to do so for two or three weeks. Complaint was taken up with the railway company and adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2754—1903.

JOHN LEEHEY ET AL, Fairbank,  
v.  
CHICAGO GREAT WESTERN RAILWAY  
COMPANY. } *Drainage.*

Complaint filed October 3, 1903.

This was a complaint made by several parties at Fairbank, claiming because of a certain ditch filling with water that was not properly drained through the railway company's ground said water overflowed their land. The matter was taken up with the railway company and adjusted.

Des Moines, Iowa, December 1, 1903.

No. 2755—1903.

JOHN PALMER, Knowlton,  
v.  
CHICAGO GREAT WESTERN RAIL-  
WAY COMPANY. } *Private crossing.*

Complaint filed October 7, 1903.

The complaint in this case was of insufficient drainage at private crossing on account of culvert being filled up, etc. Upon presentation to the railroad company, General Manager Stickney stated "We will put in 26 feet of 12-inch drain pipe at this crossing which will fix it all right."

Des Moines, Iowa, December 1, 1903.

No. 2756—1903.

A. C. LEIGH, Eagleville, Mo.  
v.  
CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY. } *Overcharge.*

Complaint filed October 7, 1903.

The complainant in this case stated that he had paid freight twice on the same goods. The matter was investigated and the amount of overcharge, 50 cents, was refunded.

Des Moines, Iowa, December 1, 1903.

2757-1903.

WILL C. WHITING ET AL,  
v.  
CHICAGO & NORTH-WESTERN  
RAILWAY COMPANY.

*Train service on the Wall Lake & Mondamin  
branch.*

Complaint filed October 12, 1903.

On October 12, 1903, the Commissioners received a communication from Hon. Will C. Whiting, of Whiting, Iowa, stating that the Chicago & North-Western Railway company had taken off passenger trains No. 55 and No. 56 running from Wall Lake to Mondamin, leaving but one accommodation train each way daily. Subsequent to Mr. Whiting's letter petitions were received by the Board from Soldier, Schleswig, Kiron and Moorhead. These petitions were practically of the same nature and were substantially as follows:

We, the undersigned, do hereby respectfully petition you to have the Chicago & North-Western railway company re-establish the passenger service they recently took off this division between Wall Lake, Iowa, and Mondamin, Iowa (being the Wall Lake, Denison and Mondamin line).

The passenger service we recently had, is shown on the time table hereto attached, which service was considered fairly good.

The service we now have consists of one accommodation train, sail time schedule is as follows: Going west, leaves Wall Lake at 8.00 A.M., Kiron 9.25 A.M., arrives at Mondamin 1.30 P.M. Going east, leaves Mondamin at 2.20 P.M., Kiron 6.40 P.M., arrives at Wall Lake 8.00 P.M.

We herewith present to you our reasons for the re-establishment of said passenger service.

*First*—We do not consider that a freight accommodation train is fit transportation for passengers, owing to long stops at each station, where grain, hogs, cattle and other freight is loaded and unloaded, making it very annoying to passengers and a long time for passengers to get to their destination.

*Second*—We consider our present mail service very inadequate, owing to the time of day it arrives and we can safely say that the train has been late at least one third of the time since this train service has been in operation.

*Third*—Besides the above-mentioned inconvenience caused by the taking off of the passenger service, it would have a tendency to stop the growth of the town, and depreciate the value of our property.

Our little town has been in a very prosperous condition since the establishment of the railroad. We have expended our time and money in building up and beautifying our little town. We have succeeded in making it a very pleasant place to live and a good business center. The country surrounding our town is very productive and very thickly settled.

Our reason for petitioning you is that we hope you will take this matter up with the railroad company and thereby we may be able to get back our passenger service.

Please give this your kind consideration.

The Commissioners at once took the matter up with the railway company, and after a personal conference with the officials of the company the train was restored, Mr. W. A. Gardner, general manager of the Chicago & North-Western Railway company, writing the Board as follows:

Have yours of the 11th inst., with petition from Moorhead, relative to train service on our Mondamin line. We have received similar petitions from other stations on that line, as you know, and we are always impressed by the interest taken in this matter by Representative Whiting. It is, of course, as much to our interest to develop that territory as it is to anyone, but as I explained to you before, we rather felt that we had done our share without meeting with very much co-operation.

There seems to be such a healthy sentiment developed now that we are inclined to recognize it, and I have accordingly directed Mr. Ashton, assistant general manager, to go there next week, and he will also try to arrange for a meeting with Mr. Whiting, so that I believe that the subject will be disposed of in a manner that will be mutually satisfactory.

In this connection I desire to express my thanks to the Commission for the forbearance they have exercised under the numerous complaints which have been filed in this particular transaction, but we have always found them to be patient and just.

Des Moines, December 1, 1903.

No. 2758-1903.

S. H. DUNCAN, Columbus Junction,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

*Condition of culvert.*

Complaint filed October 15, 1903.

This was a complaint that mud had collected in stock pass or culvert, making it unsafe for cattle to attempt going through. The railway company remedied the trouble.

Des Moines, Iowa, December 1, 1903.

No. 2759-1903.

L. H. GONSETTO, East Peru,  
v.  
CHICAGO GREAT WESTERN  
RAILWAY COMPANY.

*Private crossing.*

Complaint filed October 15, 1903.

The complainant stated that the railway company had filled in a railroad bridge on their line running through his farm, shutting off all means of crossing from one field to another. Complaint was taken up with the railway company and crossing was provided for.

Des Moines, Iowa, December 1, 1903.

No. 2760-1903.

PIONEER IMPLEMENT COMPANY, Council  
Bluffs,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

*Discrimination in freight rates.*

Complaint filed October 15, 1903.

This was more in the nature of an inquiry whether the railway company having the longer line between the competitive points might meet the short line rate without reducing their rates to intermediate points. The Commissioners advised the complainants of the provisions of section 2126 of the Code, and the attention of the company was called to the cases cited by the Pioneer Implement Company, which affected their line. As nothing further was heard from the complainants the case was closed.

Des Moines, Iowa, December 1, 1903.

No. 2761—1903.

CITIZENS OF RALSTON

v.

CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.} *Train service.*

Petition filed October 20, 1903.

The petition in this case was as follows.

We, the undersigned citizens of Ralston, Iowa, and vicinity feel that we are laboring under a very unjust discrimination, in that the Chicago & North-Western Railroad does not stop its local trains, No. 4 going east and No. 3 going west, at Ralston, not only being a great inconvenience to us in a social way, but a great disadvantage in a business way. We pray that your honorable body will investigate this matter and use your influence and authority to correct this unjust discrimination.

The Commissioners took this matter up with the railway company at once, and Mr. R. H. Aishton, assistant general manager of the railway company, wrote as follows:

Ralston is situated in a very unfavorable point for the stoppage of trains, being located between two of our principal grades on the Iowa division, and both trains, No. 3 and No. 4, which they request stopped there, are through trains, make very fast time, and it will be a very difficult matter for us to stop No. 4, but I will arrange on our next change in time for train No. 3, going west, to stop at Ralston on signal for passengers. I think an examination of our time card will disclose the fact that the east-bound service at Ralston is very reasonable at the present time.

Upon the complainant being advised of this proposed proposition in the matter, Mr. Geo. W. Wood, Jr., wrote the Board that adjustment was reasonably satisfactory to the people.

Des Moines, Iowa, December 1, 1903.

No 2762—1903.

H. G. KING, Mount Union,

v.

CHICAGO, BURLINGTON & QUINCY  
RAILWAY COMPANY.} *Grain rates, interstate.*

Complaint filed October 20, 1903.

The complainant in this case stated there was an inequality of grain rates from Mount Union to St. Louis as compared with rates from other Iowa points to St. Louis. Mr. King was advised that the Board could exercise no jurisdiction over interstate rates, but would recommend to the company that all rates be equalized. This was done and no further complaints were made.

Des Moines, Iowa, December 1, 1903.

No. 2763—1903.

CITIZENS OF TEMPLETON

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.} *Train service.*

Complaint filed October 22, 1903.

The complainant in this case stated that the people of that town desired the respondent railway company to stop train No. 6 at that point when passengers desired to take the train or leave it. The needs of the community were quite fully set out by Mr. F. M. Wilson and after the board had corresponded with the railway company, the company issued instructions making Templeton a flag station for No. 6. Mr. Wilson informed the Commissioners that this was reasonably satisfactory to the town.

Des Moines, Iowa, December 1, 1903.

No. 2764—1903.

A. F. HAUGH, Newton,

v.

NEWTON & NORTHWESTERN RAILROAD  
COMPANY.} *Fencing.*

Complaint filed October 30, 1903.

The complainant in this case stated that the railway company had failed to fence their right of way through his farm. It transpired that the company had not yet had time to build the fence, and the statute gave them six months in which to do so.

Des Moines, Iowa, December 1, 1903.

No. 2765—1903.

EDWIN S. TABER, Newton,

v.

NEWTON & NORTHWESTERN RAILROAD  
COMPANY.} *Fencing.*

Complaint filed November 2, 1903.

The complainant stated that the railway company had failed to fence their right of way through his farm, and he desired to use his pasture for stock. Mr. Hamilton Browne, president of the railway company, stated that the contract for the fencing had been let, and that the company would soon reach the farm of the complainant.

Des Moines, Iowa, December 1, 1903.

No. 2766—1903.

J. N. HORNADAY, Unionville,

v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

} *Blocked street crossing.*

Complaint filed November 9, 1903.

The complainant in this case stated that he had been delayed thirty minutes by train standing across a public highway at Unionville. In response to this the company issued instructions to prevent further cause for complaint.

Des Moines, Iowa, December 1, 1903.

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## Digest of Decisions of Supreme Court

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## DIGEST OF DECISIONS

### OF SUPREME COURT REFERRING TO MATTERS AFFECTING RAILROADS.

#### MASTER AND SERVANT—RAILROADS—INJURIES—NEGLIGENCE—APPEAL.

Plaintiff, a section hand, wearing a cap pulled down over his ears, was driving a rail spike, and a freight train causing considerable noise was passing him on a track parallel to that on which he was at work, when a train approached him from the direction to which his back was turned. When within 200 feet of him, the whistle was blown to warn him, but no steps were taken to check the speed of the train, and when within fifty feet of him the fireman called to him, without success. It was then impracticable to give further warning or stop the train, and plaintiff was run over. *Held*, in an action for the injuries, that the defendant was negligent in not having taken proper steps to stop the train in case plaintiff did not hear the warnings—*Kelley v. Chicago, Burlington & Quincy Railroad Company*, 92 N. W. Rep., 45.

#### DEEDS—RESERVATION—PAROL EVIDENCE—CONDEMNATION—DAMAGES.

Parol evidence was not admissible to show that a deed by a railroad company was not intended to convey an embankment and right of way on the land, there being no ambiguity in the deed.

An embankment, ties, and rails placed by a railroad on land belonging to it are part thereof, and pass to its grantee.

Various parties claimed title to portions of a tract of land, and an agreement for division and settlement was made, whereby a railroad was to deed a portion of the land to another party. Subsequently the road laid tracks and an embankment on such portion, and thereafter made the deed, but it contained no reservation or exception. The deed referred to the agreement as its consideration, but it was not mentioned in the granting clause. *Held*, that the agreement could not be looked to to show that the embankment was not to be conveyed.

On condemnation by a railroad of land occupied by it, damages are to be awarded as of the time of the entry by the railroad. *Van Husan et al. v. Omaha Bridge and Terminal Railway company*, 92 N. W. Rep., 47.

#### MASTER AND SERVANT—INJURIES—CONTRIBUTORY NEGLIGENCE—EVIDENCE.

An engine was pushing a train of flat cars, and a servant was sitting on the front end of the flat car most remote from the engine, when the train was stopped without warning, and the jerk occasioned by the taking up of the "slack" threw the servant from the car, killing him. *Held*, that the servant was guilty of contributory negligence precluding a recovery. *Haynes v. Fort Dodge & O. R. Co.*, 92 N. W. Rep., 57.

#### INTOXICATING LIQUORS—IMPORTATION FOR SALE—EXPRESS COMPANY—C. O. D. SALE.

Liquor shipped into the State C. O. D., and held by the express company for delivery on payment, the company not knowing the character of the goods, is the property of the consignors, to be sold in the State, and contraband under the liquor law. *State v. American Express Company et al.*, 92 N. W. Rep., 66.

## LIQUOR NUISANCES—EXPRESS COMPANIES—C. O. D. SHIPMENTS.

A building in which is the office of an express company, which there has packages of liquor shipped C. O. D., and transported by it for delivery to the consignees, it knowing what it is handling, is within Code, section 2884, declaring that any building where intoxicating liquors are kept with intent to sell shall be abated. *Latta v. United States Express Company, et al.*, 92 N. W. Rep., 68.

## HIGHWAYS—DEDICATION—STREET CAR TRACKS—MUNICIPAL CONTROL—REASONABLE EXERCISE—PRIOR ORDINANCES—VIOLATION OF CONTRACT—COLORABLE PERFORMANCE—STATUTORY ENACTMENT—FRANCHISE—EFFECT OF PURCHASE.

In 1874 property owners along a 66-foot road dedicated additional land so as to make it 120 feet in width, and it was afterwards so generally regarded. In 1879 a corporation obtained from the abutting property owners consent that a "street" railway might be built "on and upon said boulevard," and the railway was built along one side of the enlarged street. As a defense to an action by the county to enjoin the company from such use of the road, the company successfully relied on a statute authorizing the construction of such railway on "highways over 100 feet in width. The county also refused to accept the dedication of the property owners. *Held*, that the company's right of way was not derived by grant from the property owners as over private property, since dedication and acceptance of the additional strip by the public was inferable from such circumstances, regardless of the absence of a formal acceptance by the county.

An ordinance was passed authorizing the street railway company to lay its tracks on a certain grade and in a certain manner. Six years later, when the repeal of the ordinance was being discussed, the company made its first move under the ordinance. *Held*, that such action was colorable only, and would not deprive the city of its right of appeal.

An ordinance ordered a street railway company to move its tracks from the side of the street to a rock-ballasted curbed strip twenty feet wide in the middle of the street, elevated several inches above the 25-foot driveways on either side. Six years later the city passed a repealing ordinance again ordering the removal to the middle, but also ordering the paving and lowering of the tracks to the grade. *Held*, that the second ordinance was not invalid as a violation of a contract or vested rights, since a city can not be divested by ordinance or contract of its own legislative power to make changes in its streets in the exercise of a reasonable discretion.

The burden is not cast upon a city to show that its exercise of legislative power is reasonable.

Under the authority of a statute providing that street railway companies might extend their lines into the county over highways 100 feet or more in width, a company constructed its line out upon such a highway. The highway afterwards became a city street. *Held*, that the use of the road, as granted by the statute, was subject to the governmental control of the highway, and that hence the company could be compelled by ordinance of the city to move its tracks, the same as any other street railway.

A motor line operating a street railway on a certain street purchased the franchise of an electric street railway company calling for an electric line along the same street, and also providing regulations for the construction and maintenance of the tracks. The motor line changed its power to electricity, but continued to occupy the same tracks. *Held*, that the regulations of the charter applied to the old motor track.

An ordinance ordered the removal of street car tracks from the side of a street to a strip in the middle twenty feet wide to be curbed and rock-ballasted, and elevated several inches above the adjoining 25-foot driveways. Afterwards a repealing ordinance was passed ordering the tracks to be removed to the middle of the street, but to be constructed at grade, and the ground so occupied to be paved in accordance with the rest of the street. The company was operating under a charter requiring that the car tracks be paved and constructed at grade so as to afford no unnecessary obstructions to travel. *Held*, that both on general principles and under the charter the repealing ordinance constituted a reasonable exercise of the city's legislative control of the streets. Code, sections 753, 767. *Snouffer v. Cedar Rapids & Marion City Railway Company. Cedar Rapids & Marion City Railway Company v. City of Cedar Rapids et al.* 92 N. W. Rep., 79.

## UNITED STATES MAIL—LIABILITY OF RAILROAD COMPANY—RAILER—MASTER AND SERVANT—PRIVITY OF CONTRACT—COMMON CARRIER—AGENT OF GOVERNMENT—DUTY TO INDIVIDUAL—NEGLIGENCE OF SERVANTS—RESPONDEAT SUPERIOR.

Under Revised Statutes United States, section 4001, all land grant railroads are compelled to carry the mail at prices to be fixed by congress. Sections 3964 and 3965 provide that all railroads

in operation shall be post roads, and that the postmaster general shall provide for the carrying of the mails on all roads established by law. Section 4002, and 1 Supp. Rev. St. U. S., pp. 245, 250, authorize the postmaster general to readjust the compensation for railway mail routes, and to decide on the manner in which the mails shall be conveyed. *Held*, that since the whole matter is relegated to the postmaster general, as the representative of the government, the duty of any railroad company in the carrying of mails is to the government, whether it be considered as created by a statute, or arising under contract.

A railroad company, since it has no control over the mail matter transported by it, but merely has charge of the car in which the mails are carried, is not a bailee of such matter, so as to render it liable to the addressee thereof for a loss caused by the negligence of its servants.

Since neither the sender nor addressee of mail carried over a railroad has any control over the company in the handling mail matter, the relation of master and servant does not exist, so as to render the company liable to the addressee for a loss caused by the negligence of its servants.

The interest which the addressee of mail matter has in the performance by a railroad company of its agreement with the government for the carrying of mails is too indirect to make him a privy to the contract, so as to have a right to action thereon.

A railroad carrying mail is neither a common nor a private carrier, but, at most, a public agent discharging public duties.

Even if the duty of a railroad company in the carrying of the mail be considered as ministerial, the company is not liable to the addressee of mail destroyed in an accident, since no liability exists to an individual for a breach of official duty owing solely to the public, though the individual have a mediate interest therein.

The responsibility of a railroad company to an individual for a failure in the performance of its duty in carrying the mail, if it exist at all, can only be based upon a neglect of the corporation itself, since the rule of respondeat superior does not apply to a failure in the performance of an official duty by a duly authorized agent.

The negligence of the servants of a railroad company in the operation of a train and the care of a switch is not the negligence of the company itself, so far as concerns the performance of its duty in regard to carrying the mails; and the company is not liable to the addressee of mail matter carried over its line, caused by the negligence of such servants. *Boston Insurance Company v. Chicago, Rock Island & Pacific Railway Company*, 92 N. W. Rep., 88.

## RAILROADS—DEATH OF SERVANT—NEGLIGENCE.

In an action for the death of a fireman who was struck by another engine while stepping back from work at his own, evidence examined, and held that there was no negligence on the part of defendant. *Brown v. Chicago, Rock Island and Pacific Railway Company*, 92 N. W. Rep., 662.

## INJURY TO BRAKEMAN—ASSUMPTION OF RISK—CONTRIBUTORY NEGLIGENCE—MISCONDUCT OF JUROR—STATING REASONS FOR RULING.

Merely because a brakeman, struck, while on the ladder of a box car, by a post set four inches too near the track, had passed it once before, at the distance of ten feet, on the foot-board of an engine, when it was very dark, and he was looking for obstructions on the track, does not, as a matter of law, show that he assumed the risk, or was guilty of contributory negligence. *Gorham v. Sioux City Stock Yards Company* 92 N. W. Rep., 686.

## RAILROADS—DEATH BY WRONGFUL ACT—ENGINEER—GOING BETWEEN STANDING CARS—CONTRIBUTORY NEGLIGENCE—EVIDENCE—SUFFICIENCY.

A freight train operated by two engines, one at each end, stopped near a station, and the conductor, in the presence of the engineer of the front engine, gave directions to a brakeman as to some switching by the rear engine to set in some cars on a switch track. While this was being done, the engineer of the front engine went between some cars standing on a track on the other side of the main track, which were moved suddenly by the switching crew, without knowledge that the engineer was between the cars, and he was killed. There was evidence that deceased went between the cars for the purpose of urinating, and that it was customary for employes to



go between standing cars for that purpose. *Held*, that conceding that the cars were moved with unnecessary violence, the switching crew was not guilty of negligence.

Deceased engineer was guilty of contributory negligence precluding recovery by his administrator from a railroad company. *Dillon v. Iowa Central Railway Company*, 92 N. W. Rep., 855.

**CARRIERS—INJURY TO PASSENGER—NEGLIGENCE—EVIDENCE—QUESTIONS FOR JURY—INSTRUCTION.**

Where evidence in an action for injury to a passenger from collision tended to show that the force of the collision threw the passengers forward at the front end of the car, testimony of a passenger that, as he got up, he "noticed the boys,—the blood running from their heads,"—is admissible, as helping to indicate the violence of the impact producing plaintiff's injury.

Whether the prima facie case of negligence made out by injury to a passenger by a train breaking in two parts, and the parts afterwards colliding, is overcome, is a question for the jury; there being testimony tending to show that the separation was occasioned by a broken pin, and the pin not being produced, and no one undertaking to testify to its condition; the switchmen who made up the train, and the brakeman who first discovered its separation, not being witnesses, though there was testimony of inspection on the trip by employes passing along the train with a torch or lantern.

A charge that common carriers of persons are required to do all that human care, vigilance, and foresight can reasonably do, in view of the character and mode of conveyance adopted, to prevent accidents to passengers, sufficiently and clearly covers the thought which would be expressed were the words "and consistent with the practical prosecution of their business" inserted after the word "adopted." *Larkin v. Chicago Great Western Railway company*, 92 N. W. Rep., 591.

**SERVANT—INJURIES—SAFE APPLIANCE—ENGINE COUPLER—ASSUMPTION OF RISK—PRACTICABILITY—USE BY OTHER ROADS.**

Code, sections 2079, 2080, provide that railway companies shall not under certain conditions, put in use any "car" not equipped with automatic couplers. Section 2081 provides against the use of any locomotive without a certain kind of brake, and section 2082 requires that every train shall have enough cars equipped with power brake to render the train controllable thereby. Section 2083 provides that an employe, by remaining in the employ of a company violating the preceding sections shall not thereby waive his rights to recover damages. Section 5 of the act as originally passed (acts Twenty-third General Assembly, chapter 18) required railroads to make a report of the number of engines and cars, and what number was equipped with power brakes and what number of "cars" with safety couplers. *Held* that, considering the act as a whole, it did not require engines to be equipped with automatic couplers, and, where plaintiff was injured by the negligence of the company in using an old-style coupler on an engine, section 2083 would not relieve him from the doctrine of assumption of risk.

While it is not negligence per se to fail to equip engines with the latest devices in coupling, the jury may consider, in determining such question, the practicability of the later devices, and their effect on the safety of employes.

It is not competent, in order to show negligence of a railway in using old-style couplers on its engine, to show that later appliances are in general use on other roads, without also showing the practicability and increased safety of later devices. *Bryce v. Burlington, Cedar Rapids & Northern Railway company*, 98 N. W. Rep., 275.

**CARRIER AND PASSENGER—EXISTENCE OF RELATION—EXCURSION TRAIN—EVIDENCE.**

Where plaintiff went on a special excursion train in good faith, believing that the conductor knew he was not a member of the excursion but had a right to accept him as a passenger, and that the conductor did so accept him, the relation of carrier and passenger was established.

On the issue whether plaintiff was a passenger, he could testify with reference to his belief as to his right to ride on the train. *Fitzgibbon v. Chicago & North-Western Railway company*, 98 N. W. Rep., 275.

**STREET RAILWAYS—INJURIES—CONTRIBUTORY NEGLIGENCE—DUTY TO LOOK AND LISTEN—ORDINARY CARE—RINGING OF GONG—PRESUMPTION—SPEED OF CAR—DAMAGES—FUTURE LOSS—PLEADINGS—INSTRUCTIONS—CREDIBILITY OF WITNESSES—HARMLESS ERROR.**

Ordinary care to discover an approaching street car by looking or listening is all that is required of a driver.

Where the only issues to be submitted to a jury were as to the negligence of a street car company in running its car at an excessive speed, and in failing to sound its gong, and as to the contributory negligence of plaintiff, an instruction relating to the right of the motorman to assume that plaintiff would get out of the way was properly refused.

In an action by a driver for injuries sustained in a collision with a street car, a requested instruction that plaintiff could not recover if the accident occurred as the result of his failure to exercise ordinary care in driving on the track was covered by instructions that the driver was bound to take reasonable precaution to avoid collision with the car, and that a failure to exercise reasonable care, resulting in the accident, would defeat his recovery.

Where witnesses who deny the ringing of a street car gong were in as good position to hear as those who affirm it, no presumption arises in favor of the ringing of the gong.

In an action for injury sustained in a collision with a street car, caused by its alleged excessive speed, the rate of speed, in the absence of municipal regulations, was for the jury to consider in connection with surrounding circumstances, in order to determine whether it was negligent, and an instruction which, as a matter of law, eliminated the question of speed, was properly refused, unless it was so great as to imply a disregard for the safety of those approaching the track in an ordinarily careful manner.

In an action by a driver for injuries sustained in a collision with a street car, an instruction that if the jury find "that by reason" of running the car at an unreasonable rate of speed it collided with plaintiff's vehicle, so as to injure him, then, etc., sufficiently instructs that the rate of speed must have been the proximate cause of the injury.

Future pain and suffering and loss of time constitute a proper element of damage for injuries received in a street car accident.

In an action by a driver for injuries received in a collision with a street car, an instruction authorizing damages in such sum as will reasonably compensate him for the pain, loss of time, etc., sustained by reason of the accident, is not erroneous for failing to specify that the jury's findings on such matters must be based on the evidence.

One driving at a slow trot on a busy city street, as he approached a cross street on which ran a street car line, listened for the car, but heard nothing. It was raining, and other rapidly driven vehicles were close beside him. As he reached a point at the corner where the buildings permitted him to look up the cross street fifty or sixty feet, he did so, and seeing no car, looked down the street for cars from that direction. On turning again to look up the street, just as the horse got on the track, he saw a car only about ten feet away, and tried to whip up his horse so as to escape, but was injured. *Held*, that the facts negatived contributory negligence. *Stanley v. Cedar Rapids & Marion City Railway company*, 98 N. W. Rep. 489.

**CARRIERS—TICKETS—REDEMPTION—STATUTES—CONSTRUCTION—PENALTY—RIGHT OF ACTION.**

Acts of the Twenty-eighth General Assembly, chapter 71, section 1, requires common carriers to redeem tickets, and provides that the time for redemption shall not be less than ten days from the day of the sale; and section 2 declares that no such carrier shall sell to any person at the maximum rate any ticket bearing a condition as to the time of use or as to transferability, without first providing for the redemption of such ticket as directed in the preceding section, and also having notice of such provision and privilege of redemption conspicuously posted at each place where sales of tickets are made. *Held*, that where a common carrier subject to the act did not limit the time for redemption of tickets by posting notice, etc., as authorized, to a time not less than ten days from the day of sale, at the place of purchase, a demand for redemption of limited tickets was timely if made within the period of the general statute of limitations.

Where, in an action to recover a penalty for a carrier's refusal to redeem tickets, plaintiff was entitled in any event to the price paid for the tickets, error in sustaining a demurrer to three other counts was not without prejudice, where no recovery was allowed on the other counts of the petition.

Where a carrier's agent knew that plaintiff was at the ticket office, with certain tickets in his possession, for the purpose of asking that they be redeemed, as required by acts Twenty-eighth General Assembly, chapter 71, section 1, and the agent declined to redeem them, a formal tender of the tickets was not required.

Under acts Twenty-eighth General Assembly, chapter 71, section 3, providing that any common carrier who shall refuse or neglect to redeem tickets, as by the previous sections provided, within ten days of date of demand, shall forfeit and pay to the owner the purchase price and the further sum of \$100, the holder of tickets, which he has presented for redemption, which was refused, is not required to return to the carrier's office ten days after demand, and demand the price, in order to put the carrier in default.

Acts Twenty-eighth General Assembly, chapter 71, section 1, provides that it shall be the duty of common carriers to provide for redemption of the whole or any integral part of any passenger ticket that such carrier may have sold as the purchaser or owner has not used for passage or received transportation, for which such ticket should have been surrendered; and section 3 or received transportation, for which such ticket should have been surrendered; and section 3 and declares that any railroad company, who, "as common carrier," shall sell or issue tickets, and shall refuse or neglect to redeem the same, shall incur a forfeiture prescribed. *Held*, that such statute was for the benefit of only such persons as purchased tickets for transportation, and hence a person who purchased tickets for the purpose only of having them redeemed, or, on the company's failure, of recovering the penalty prescribed, was not entitled to recover such penalty. *Jolly v. Chicago, Milwaukee & St. Paul Railway Company*, 93 N. W. Rep., 655.

INTOXICATING LIQUORS—IMPORTATION—EXPRESS COMPANY—C. O. D. SALE—NUISANCE.

Where an express company stored C. O. D. packages of intoxicating liquor in the depot and warehouse of the railroad company over which it was transported, to be delivered to the consignee on payment of the price, it was liable for the maintenance of a liquor nuisance. *Dosh v. United States Express Company, et al.*, 793 N. W. Rep., 571.

RAILROADS—FIRE—NEGLIGENCE—QUESTION FOR JURY—INJURY SUSTAINED IN PUTTING FIRE OUT—PROXIMATE CAUSE.

Plaintiff's evidence showed that the engine that set the fire on his premises also set another in a cornfield less than twenty rods away, and that sparks "went about seven rods from the track." There was only some testimony that defendant was using slack coal in its engines which on account of the dryness of the weather, and the season of the year, was dangerous to use. *Held* sufficient to take the case to the jury.

Negligence of railroad company in starting fire on plaintiff's premises which would be the proximate cause of injury to his health by over exertion in putting it out. *Glanz v. Chicago, Milwaukee & St. Paul Railway Company*, 93 N. W. Rep., 575.

RAILROAD—PASSENGER TRAIN—TRESPASSER—EJECTION—BEATING BY CONDUCTOR—COMPANY'S LIABILITY.

Plaintiff, who was a trespasser on a passenger train, had been twice ejected. He again climbed to the rear steps of the last coach, when the conductor, coming from inside the vestibule door, seized him by the collar, and slapped and beat him with his hand. The train was again stopped, and plaintiff ejected. *Held*, that the beating administered by the conductor was within the scope of his authority as agent of the railroad company, so as to render it liable therefor. *Hamilton v. Chicago, Milwaukee & St. Paul Railway company*, 793 N. W. Rep., 594.

RAILROADS—KILLING STOCK—DEFECTIVE GATE—FINDINGS.

A special finding in an action against a railroad for killing stock, alleged to have escaped onto the track by reason of a defective gate, that the jury did not know how the gate became opened at the time of the accident, is not necessarily inconsistent with a general verdict for plaintiff, if having been specially found that the gate, as to its fastenings, was not sufficient or in good repair, at the time of the accident, and it not being necessary to determine specifically how it came open, the material question being whether it was open on account of defective construction. *Saar v. Chicago, Burlington & Kansas City Railway company*, 93 N. W. Rep., 66.

STREET RAILWAY—COLLISION WITH PEDESTRIAN—NEGLIGENCE AFTER DANGER IS APPARENT—EVIDENCE.

Though one is negligent in getting struck by a street car, yet if the motorman sees his danger long enough before the accident to prevent it, and negligently fails to do so, the railway company is liable.

A finding that a motorman of an electric street car saw a person who was struck by the car in time to have avoided accident to him (it being possible to stop the car within from five to twelve feet) is authorized by evidence that from the front platform, where he was, he could easily see the surface of the street immediately in front; that it was his duty, not only under the rules of the railway company, but also under the general requirement of the exercise of care in operating the car, to be on the lookout to avoid injuring persons in the street; and that deceased was carried twenty feet, while clinging to the dashboard, before he was run over. *Barry v. Burlington Railway & Light Company*, 93 N. W. Rep., 68.

SERVANT—ASSUMPTION OF RISK.

A section hand was engaged with others in unloading ties from a box car at different places where it slowed up along the track. The ties were piled lengthwise in the car in three tiers, one in each end and one in the middle, and at the time of the accident the middle pile had been about exhausted. While he was standing in the car door, the train started ahead, and as a result of the jerk several ties slid off the end pile and injured him. He was familiar with the track and with the work in which he was engaged. *Held*, that he had assumed the risk. *Branco v. Illinois Central Railroad company*, 93 N. W. Rep., 97.

SEWER ASSESSMENTS—FROST-FOOT RULE—CONSTITUTIONALITY—HARMLESS ERROR—PROPORTIONATE BENEFITS—RAILROAD PROPERTY—SALE FOR ASSESSMENTS.

It was not prejudicial error to assess separately the two sides of a lot divided by a railway, the whole lot belonging to the railway company.

Under Code, section 819, providing that a portion of the cost of a sewer may be assessed against "the property abutting" thereon "in proportion to the number of linear front feet in each parcel," lots owned in fee by a railroad are subject to assessment, though the right of way be situated thereon.

Code, section 840, provides that special assessments for street improvements made against "any railway" shall be a debt due from the railway, which may be enforced by action at law, or the lien thereof enforced by an equity action against the property on which the assessment has been levied. *Held*, that assessments for sewers may, nevertheless, be levied and forced against parcels of land owned by a railroad, and not used in carrying on business peculiar thereto, in the same manner that is provided for any other property.

Under Code, section 840, property of a railroad, the loss of which would dismember the road as a line of travel, could not be sold under special assessment as ordinary property. *Minneapolis & St. Louis Railway company v. Lindquist, Treasurer of Webster County, et al.*, 93 N. W. Rep., 103.

RAILROAD—CROSSING ACCIDENT—GIVING OF SIGNALS—NEGATIVE TESTIMONY—WEIGHT—CONTRIBUTORY NEGLIGENCE—JURY QUESTION—INSTRUCTIONS—ADMISSIONS OF CONDUCTOR—ADMISSIBILITY.

Plaintiff approached a railroad crossing at a slow trot without stopping to look and listen. She testified, however, that she did listen, and, had the statutory signal been given by an approaching locomotive, could have avoided the ensuing accident. The evidence as to whether she could have seen the train, had she looked, was conflicting. *Held*, that the question of contributory negligence was for the jury.

Instructions assuming that plaintiff, injured at a railroad crossing, knew the view of the track to be completely obstructed, so that it was her duty to stop, to look and listen, are properly refused where the evidence as to obstruction of view is conflicting.

A special instruction requested in a railroad-crossing accident case, based on plaintiff's admission after the accident that she heard the train, but thought she could get across, as sum-

ciently covered by the general instruction that, if she saw or heard the train in time to avoid the collision, she could not recover.

In a railroad-crossing accident case, it is not error to admit evidence that the trainmen, including the conductor, remained silent when accused by the witness, immediately after the accident, of failing to whistle for the crossing; the court instructing that the evidence was admitted only to contradict the conductor in case he testified that the signal was given, as he afterwards did. *Selensky v. Chicago Great Western Railway Company*, 91 N. W. Rep., 272.

EMINENT DOMAIN—AWARD—APPEAL—DISMISSAL—COSTS—ATTORNEY'S FEES—TAXATION.

Code, section 2007, provides that a railway company condemning land shall pay all the costs of the assessment by commissioners and those occasioned by an appeal, including reasonable attorney's fees unless on the trial the same or a less amount of damages is awarded than was allowed by the commissioners. *Held*, that where, after an appeal by both parties from an award, the appeal was dismissed on a stipulation that the landowner, should receive the amount awarded in full settlement of his claim, and that the railroad company should construct a private crossing at a point to be designated, but which was silent as to costs and attorney's fees an assessment thereof against the railroad company was proper. *Heath et. al. v. Mason City & Fort Dodge Railway Company*, 94 N. W. Rep. 467.

RAILROADS—INJURIES TO STOCK ON TRACK—PROXIMATE CAUSE—DEFECTIVE CATTLE GUARDS—STATUTORY PROVISIONS—EVIDENCE—INSTRUCTIONS.

Where a cattle guard was so filled with snow and ice as to furnish no obstruction, and there was an additional inducement for plaintiff's colts to follow other horses which had passed the guard because of its defective condition, the question whether the failure to properly maintain the guard was the proximate cause of the injury to plaintiff's colts was for the jury.

Plaintiff's two colts were killed by defendant's train while on the right of way near a crossing between cattle guards, and it was shown that the west guard was filled with snow and ice so as to furnish no obstruction to the passage of stock. There was evidence that the tracks of a horse which was with the colts, and which jumped over the right of way fence, indicated that it had stopped frequently; that along the side of the rails and between them were tracks of a horse that was running fast, as though frightened. Aside from this, there was nothing to indicate how long the stock was on the right of way. One of the colts was found seventy-five feet inside the west cattle guard. *Held*, that the jury might have inferred that the stock had passed over the guard some time before the approach of the train, and at a time they would not have undertaken to do so had the guard been in repair and free from snow and ice.

In an action against a railroad company for killing colts claimed to have wandered onto its right of way over a defective cattle guard protecting a crossing, an instruction that "the question as to whether defendant was negligent in the operation of its train at and approaching the crossing \* \* \* is withdrawn from your consideration, and you will not, therefore, \* \* \* consider any evidence that may have been introduced as to the speed of the train or the ability of the engine men to observe the crossing as the train approached the same," was not misleading, as withdrawing from the jury evidence of what the engineer actually saw, or any of the evidence bearing on the collision with the colts.

Code, section 2022, provides that railroads shall "make and keep in good repair" cattle guards at certain places. Section 2055 provides that a railroad shall be liable to the owner of any stock killed by reason of want of such cattle guards, and that, to recover, it shall only be necessary to prove the loss or injury. *Held*, that permitting a guard to become so filled with snow and ice as to furnish no obstruction to the passage of stock was a failure "to maintain proper and sufficient cattle guards" within the meaning of the statute. *Paul v. Chicago, Milwaukee & St. Paul Railway company*, 94 N. W. Rep., 498.

RAILROADS—CROSSING INJURIES—NEGLIGENCE—FAILURE TO GIVE SIGNALS—PRIVATE CROSSINGS—CONTRIBUTORY NEGLIGENCE—NECESSARY PRECAUTIONS—EVIDENCE—SUFFICIENCY—PROXIMATE CAUSE—QUESTION FOR JURY—INSTRUCTIONS.

There is no duty incumbent on a railroad company, either at common law or by statute, to give signals at private crossings.

A person using a private crossing over a railroad in the vicinity of a public crossing has the right to rely on the giving of proper signals by the company's servants at the public crossing.

Whether the failure of railroad employes to give proper signals at a public crossing was the proximate cause of plaintiff's injury was a question for the jury.

One about to cross a railroad track is not required to keep a constant outlook for trains, but is obliged to use only such ordinary prudence as a reasonable man should exercise under like circumstances.

Whether plaintiff in an action for injuries received while crossing a railroad track at a private crossing was guilty of contributory negligence was, under the evidence, properly submitted to the jury.

In an action against a railroad company for injuries at a crossing, an instruction that, if the circumstances were such as to induce a reasonably prudent man to believe that he could use the crossing with safety "without precautions," their omission was not negligence, but erroneous.

In an action against a railroad company for injuries at a crossing, where an instruction given incorrectly stated the duty of plaintiff to use precautions, the error was not cured by other instructions stating the correct rule. *Defrieze v. Illinois Central Railroad company*, 94 N. W. Rep., 505.

RAILROADS—SPUR TO MINE—PUBLIC WAY—CONDEMNATION—DIVISION LINE—COMPLIANCE WITH STATUTE—CONSTITUTIONAL LAW.

Code, section 2028, providing that a person owning or leasing land and not having a private or public way thereto may have a public way to any railway station, street or highway over the land of another on or immediately adjacent to a division line, and section 2031, providing that any owner, lessee, or possessor of lands having mineral thereon, who has paid the damages assessed for roads established as above provided, may construct a railway thereon for the purpose of reaching and opening a quarry or mine on the land and transporting the products to market, are to be construed together, and it is only on a public way established under the first section that a railway may be established under the latter one.

A right of way for a railway to a mine may be a public way, though it cannot be used by the public for travel except by railway cars, as another mine owner may have the use of it without paying additional damages to the owner of the land through which it is constructed.

The right of way which a mine owner may have condemned over the land of another to his mine for the purpose of a railway is a public way, so that the statute authorizing it is not in violation of the Constitution, as allowing a taking of property for private use.

The owners of a mine had the right of way for a spur track from the mine to a railroad located over the land of another in such a way that the spur was within forty feet of a division line at the place where it entered the land, but diverged further on so that it was 257 feet from the line at the place of junction with the railway, in order that the curve necessary to make the connection with the railway should not be more than twelve degrees, this being as sharp a curve as is usual in good railroad construction. Had the spur been constructed along another division line, it would have reached the railroad without diverging more than forty feet from the line, but this route was over rough and broken ground, and would have required a much longer spur. *Held*, that the right of way as located was a substantial compliance with the requirements of the statute that it should be on or immediately adjacent to a division line.

Although a spur track from a mine came to a junction with a railway more than a mile from a station, yet, since the cars from the mine could be hauled over the railway to the station, the mine owner had a public way to the station within the meaning of the statute providing that a mine owner may have a public way to a station established for the purpose of building a railway thereon. *Morrison v. Thistle Coal Company et al.*, 94 N. W. Rep., 507.

RAILROADS—INJURIES AT STATIONS—NEGLIGENCE OF MAIL CLERK—DANGEROUS CUSTOM—KNOWLEDGE OF DEFENDANT—ASSUMPTION OF RISK.

While an agent of the United States postal department in charge of a mail car is not a servant of the railroad company carrying mails, in such a sense that his negligence in throwing a mail bag from the train, thereby injuring a bystander, is chargeable to the company, yet the railway company is responsible, in permitting the agent to pursue a dangerous course of conduct in throwing off mail bags at stations, if continued for a sufficient length of time to charge the company with knowledge thereof.

The liability of a railroad company for negligence in permitting a mail clerk to throw bags from the train in a manner dangerous to persons on the platform extends to injuries to all persons rightfully on the platform, whether passengers or not.

The mere knowledge of the existence of a custom or condition which is dangerous is not sufficient to charge a person injured with the assumption of the risk thereof, unless such person has appreciated the danger involved.

A mail carrier who was injured while standing at the end of a platform by being struck with a mail bag thrown from a moving train did not assume the risk of such injury, although he knew of the custom of the mail clerk to throw the mail bags from the trains while in motion, where such custom was to throw the bags from the train while passing the center of the platform.

One who is injured while standing in a dangerous position assumes only such risks as are only reasonably to be apprehended by him to himself in the position which he took, as incident to the dangerous usage of which he had knowledge.

One who assumes the risk incident to throwing mail bags on a train while in motion does not thereby assume the risk of a mail bag being thrown from the train and striking him.

A railroad company is liable to a person injured, while rightfully on the company's platform, by being struck by a mail bag thrown by the mail clerk from a moving train, where such custom has been so long continued as to charge the company with knowledge thereof, although the custom had been to throw the bags from the train at a different point on the platform. *Carver v. Minneapolis & St. Louis Railway Company*, 94 N. W. Rep., 862.

#### INJURIES TO SERVANT—NEGLIGENCE—ASSUMPTION OF RISK—FELLOW SERVANTS.

A master is not liable for injuries to a servant owing to the caving in of a bank beside which the servant was working, where the caving was due to the nature of the soil, which was as apparent to the servant as to any one.

A foreman in charge of a steam shovel, while assisting in replacing a chain on a pulley of the shovel is a fellow servant with a laborer who is also engaged in replacing the chain.

In an action by a servant for injuries sustained by the caving in of a bank while he was replacing a chain on a pulley of a steam shovel, the failure to move the shovel to a different place could not be regarded as negligence in the absence of any evidence that it was generally unsafe to attempt to replace the chain while the shovel was in such a position. *McQueeney v. Chicago, Milwaukee & St. Paul Railway company*, 94 N. W. Rep., 1124.

#### STREET RAILROADS—INJURY TO PEDESTRIAN—CONTRIBUTORY NEGLIGENCE—PRESUMPTIONS—DIRECTION OF VERDICT.

Five or six covered wagons were following one another southward along a street close to a street railway track. Decedent stepped from behind the last of these wagons towards the track, and was struck by a street car coming from the south. There was evidence that the car was running faster than allowed by law. There was no evidence that any care was exercised by decedent to avoid collision with the car. *Held*, that a verdict for defendant was properly directed.

Where there is direct evidence as to the circumstances surrounding an accident resulting in the death of the person injured, the presumption that prompted by the instinct of self preservation, he was in the exercise of due care, does not obtain.

*Weaver and Deemer, JJ., dissenting. Ames v. Waterloo & Cedar Falls Rapid Transit Company*, 95 N. W. Rep., 161.

#### RAILROADS—RIGHT OF WAY—ESTABLISHMENT—CONSENT DECREE—EFFECT—PRIOR AGREEMENT—MERGER—ADVERSE POSSESSION—EASEMENTS—ADDITIONAL SERVITUDE—TELEGRAPH LINES—ACCOUNTING—RENTS AND PROFIT.

Where a railroad company condemned a right of way over defendant's land, the fact that the erection of telegraph poles and wires along the right of way under a contract between the railroad company and the telegraph company created an additional servitude on the land did not entitle defendant to an accounting of the rents and profits received by the railroad from the telegraph company.

Where an action for the condemnation of a railroad right of way was settled by the parties, and a consent decree was entered, conferring an easement on the railroad company for a right of way of the land as described, such decree had the same effect as a deed to convey such right of way.

Where a landowner remained in possession of a part of land over which a railroad right of way had been granted, such possession, in the absence of evidence that his holding was adverse to the railroad company's rights, and that it had knowledge thereof, would be construed to be subservient to the rights of the railroad company.

Where a proceeding to condemn a railroad right of way was settled by a stipulation granting the railroad the right of way demanded, which contained no reservation of a part of defendant's yard contained in such right of way, all prior agreements were merged in the stipulation, and defendant was not entitled to enforce an oral agreement between the railroad and his grantor that the railroad company would not disturb the owner's use of the yards as it then existed. *Chicago, Minneapolis & St. Paul Railway Company v. Snyder, et al.*, 95 N. W. Rep., 183.

#### RAILROADS—FIRES—EVIDENCE OF ENGINE CAUSING FIRE—EFFECT—NEGLIGENCE—PROOF.

Where the fact that a locomotive engine passing over a railway company's right of way caused a fire is shown, the burden of proof not only shifts to the company to show freedom from negligence, but the fact proven stands as substantive evidence of its negligence. *West Side Mutual Fire Insurance Company v. Chicago & North-Western Railway company*, 95 N. W. Rep., 103.

#### RAILROADS—RIGHT OF WAY—PRESUMPTION AS TO WIDTH—EVIDENCE.

The presumption that a railroad company acquired, as grantee in a deed conveying to it a strip of land fifty feet wide on each side of the center of its main track as definitely located, a right of way of the maximum statutory width of 100 feet, is overcome by proof that a third person as grantee in a deed conveying land adjacent to the railroad right of way, erected a fence thirty feet from the center of the company's main track, and occupied the land up to the fence for more than twenty-five years, without objection from the company. *Cedar Rapids Canning Company v. Burlington, Cedar Rapids & Northern Railway company*, 95 N. W. Rep., 105.

#### RAILROADS—RIGHT OF WAY—CONDEMNATION—AWARD—APPEAL—ATTORNEY'S FEES—ALLOWANCE.

Under Code, section 2007, providing that, in proceedings to condemn a railroad right of way, the corporation shall pay all costs of the assessment and those occasioned by the appeal, including a reasonable attorney's fee, to be taxed by the court, unless on the trial the same or a less amount of damages is awarded than was allowed by the commissioners, it was error to tax an attorney's fee on appeal from a commissioner's award, and apportion the same, as a part of the costs, between the parties, where the verdict on appeal was much less than the amount awarded by the commissioners. *Wormely v. Mason City & Fort Dodge Railroad company*, 95 N. W. Rep., 205.

#### STREET RAILROAD—ACCIDENT—NEGLIGENCE.

Whether a motorman on a street car was negligent in becoming spellbound with fear on the discovery of the danger to plaintiff's intestate is a question for the jury under the circumstances. *Barry v. Burlington Railway & Light Company*, 95 N. W. Rep., 229.

#### INJURY TO RAILROAD EMPLOYEES—INSTRUCTIONS.

Code, section 2071, providing that railroad companies shall be liable to their employes for damages resulting from the negligence of their agents and servants when connected with the use and operation of any railway, renders them so liable to any employe engaged in work exposing him to the hazards arising from the operation of a railroad.

A servant employed by a railroad company in unloading rails from a car in a repair train by means of a cable was connected in his employment with the use and operation of the company's railway within Code, section 2071, relating to the liability of railroad companies for the negligence of employes.

In an action by a servant employed with others in unloading rails from a car in a repair train, an instruction that, if plaintiff gave the signal to move the train, and as a result of such movement he was injured, he could not recover, was erroneous, as ignoring the question of due care for his safety by his associates, and due care on his own part in giving the signal. *Williams v. Iowa Central Railway company*, 96 N. W. Rep., 774.

**RAILROADS—KILLING STOCK—FAILURE TO MAINTAIN PROPER FENCES—WHAT CONSTITUTES RAILROAD FENCE—NEGLECT—EVIDENCE—SUFFICIENCY.**

A railway company built two fences on the north side of its track. The first fence, placed about a rod from the boundary of the right of way, was connected with a cattle guard at a street crossing, and was extended westward indefinitely. The second fence extended from the street forming the crossing along the boundary of the right of way westward for about five hundred feet to a pasture, where it turned, and joined the first fence. At the pasture end of the lane thus formed was a gate opening into the pasture, while the street end of the lane was open. *Held*, that the first fence was a railroad fence, within the Code, section 2055, making a railroad company liable for killing stock by reason of its failure to properly fence its track.

Live stock straying in the lane was stock running at large, within Code, section 2055, providing that any corporation operating a railway and failing to fence the same against live stock running at large shall be liable for the stock killed.

In an action against a railway company for killing a mule it was shown that the mule had been kept in a pasture at the end of a lane formed by two fences built by a railway company on its right of way; that at the pasture end of the lane was a gate leading into the pasture, while at the other end the lane was open at a street; that the day before the mule was killed it was in the pasture; that during the evening before it was killed it was seen in the lane; that it strayed from the lane on the track through a defective fence. *Held*, sufficient to establish a prima facie case of negligence on the part of the company, shifting the burden on it to show its freedom from negligence.

In such a case it was not sufficient to negative the prima facie case of negligence to show that the mule was in a safe place the day before it was killed, or to indulge in the conjecture that some one opened the gate leading from the lane to the pasture, and thus allowed it to enter the lane, but the company must prove that the animal came through the gate. *Dalley v. Chicago, Milwaukee & St. Paul Railway company*, 96 N. W. Rep., 778.

**RAILWAYS—CROSSINGS—FAILURE TO STOP—PENALTY.**

Code, section 2378, declares that any engineer who fails to bring his train to a full stop before crossing an intersecting railroad on the same level shall forfeit \$100, and that the railroad shall forfeit the sum of \$200. *Held* that, where the train failed to stop because the brakes were defective, so that the engineer was not guilty of the offense, the railroad was not liable.

The offense was not committed if the engineer attempted to stop the train, but was unable to do so.

The statute was not unconstitutional as imposing a penalty on a railroad for the offense of its engineer, as it merely exacted a duty of the corporation of seeing that its employes acted in obedience to the statute.

The burden on the State of proving that a railroad engineer was liable to the penalty imposed by Code, section 2378, for failure to stop his train before crossing an intersecting railroad on the same level, was not shifted by proof that the train did not stop.

In an action against a railroad for a penalty for failure to stop its train before crossing an intersecting road, the general rules prevailing in civil actions govern, and the State is not bound to prove the commission of the offense beyond a reasonable doubt. *State v. Chicago, Milwaukee & St. Paul Railway company*, 96 N. W. Rep., 904.

**CARRIAGE OF GOODS—CONNECTING CARRIER—DELIVERY—BILLS OF LADING—ESTOPPEL.**

A shipper of goods, who informed the connecting carrier that he held bills of lading for the goods, was estopped from disputing the fact.

Where no bills of lading are issued, the carrier is justified in delivering the goods to the consignee without the production of receipts or other evidences of ownership issued to the consignor.

A shipper of goods telegraphed to the connecting carrier that he held the bills of lading, and that no delivery should be made until bills of lading were surrendered. The carrier thereupon refused to deliver the goods. Subsequently the shipper wrote a letter, addressed to the connecting carrier, recalling the order in the telegram, and directing a delivery without the bills of lading. The consignee presented the letter to the carrier at its office at the place of destination, but the carrier refused to deliver because the bills of lading were not produced, but delivered them on production of the freight receipts. *Held*, that the carrier was justified in refusing to deliver, and therefore not liable to the shipper for the damage to the goods caused by the delay in the delivery. *Schlichting v. Chicago, Rock Island & Pacific Railway company*, 96 N. W. Rep., 959.

**RAILROADS—FIRES ALONG RIGHT OF WAY—DESTRUCTION OF MEADOW—MEASURE OF DAMAGE—EVIDENCE—KILLING OF STOCK—DOUBLE DAMAGES—CONCESSIONS BY COUNSEL—NOTICE—SUFFICIENCY—AFFIDAVIT—JURAT.**

In an action against a railroad company for damages caused by burning a part of a meadow adjacent to the right of way, the measure of damages was the cost of reseeded and the rental value of the land during the time it was rendered unproductive for the purpose for which it was being used, as shown by evidence of what portions of the land not burned actually produced, and not the general rental value of land in that vicinity.

In an action against a railroad company for setting fire to hay near the track, evidence that within a few minutes after the passing of defendant's locomotive, and while a strong wind was blowing from the direction of the track towards the hay, it was first discovered to be on fire, was sufficient to justify a finding that the hay was set on fire by sparks from the locomotive.

In an action against a railroad company for killing a steer on the track, a concession of plaintiff's counsel that plaintiff was not entitled to recover double damages under the statute did not estop him from afterwards claiming double damages, the right thereto growing out of the statute, and not requiring any evidence other than that required to establish a cause of action, so that defendant was not prejudiced by the withdrawal of the concession.

Code, section 2055, provides that double damages are to be allowed against a railroad company for killing stock if the company fails to pay for the stock within thirty days after notice in writing that the loss or injury has occurred, etc. A notice of the killing of stock was addressed to the Minneapolis & St. Louis "Railway" company while the name of the corporation was the Minneapolis & St. Louis "Railroad" company, the name given in the notice being the name of a predecessor of the defendant which had formerly owned the same line of road. The notice, however, was actually served upon and brought to the personal attention of the proper officer of the defendant company, and the affidavit referred to the Minneapolis & St. Louis "Railroad" company, and stated that the stock was killed by said "railroad" company. *Held*, that the notice was not insufficient because using the term "railway" instead of "railroad."

In an action against a railroad company for the killing of stock, in which plaintiff claimed double damages under the statute (Code, section 2055), defendant's tender to plaintiff of a certain sum, which plaintiff claimed to be the value of the stock, was sufficient evidence of the value of the stock to form a basis for the recovery of double damages. *Black v. Minneapolis & St. Louis Railroad company*, 96 N. W. Rep., 981.

**CARRIERS—INJURY TO PASSENGERS—EVIDENCE—DEFECTIVE TRACK—OTHER DEFECTS—RELEASE—EXECUTION—MENTAL INCOMPETENCY.**

Where, in an action for injuries to a passenger caused by a broken railroad rail, plaintiff claimed that the track at and near the point of the accident was defective, in that the rails used were too light, evidence of the breaking of rails at other near-by points on the line, where the conditions generally were the same as at the point of the accident, was competent. *Whittlesey v. Burlington, Cedar Rapids & Northern Railway company*, 97 N. W. Rep., 66.

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SYLLABI OF DECISIONS OF INTERSTATE  
COMMERCE COMMISSION.

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## SYLLABI OF DECISIONS.

THE DIAMOND MILLS

v.

BOSTON AND MAINE RAILROAD COMPANY.

Decided November 17, 1902.

Shippers are not entitled as matter of right to mill grain in transit and forward the milled product under the through rate in force on the grain from the point of origin to the place of ultimate destination; on the contrary, milling in transit is a special privilege for which extra compensation is usually exacted by carriers and which is only permitted by them under prescribed terms and conditions.

At common law, and under the act to regulate commerce as interpreted by the courts, joint through routes and through rates are matters of contract between the connecting carriers, and the defendant, as party to a joint tariff which does not give shippers the privilege of milling in transit, acting within its legal right in notifying its immediate connections and the complainant that it would not permit that practice.

Complainant brings grain from western points to Buffalo, N. Y., where it is milled, and ships the product to points on defendant's line in New England. The through tariff rates on grain and grain products from the points of origin to the New England points of destination are the same, but no right of milling in transit is granted in the joint tariff. Under a regulation of the Lake Shore Company, one of the parties to the tariff, and on whose line complainant's mill is located, milling in transit is permitted under a penalty of  $1\frac{1}{2}$  cents per 100 pounds above the rate on grain but defendant does not join in granting that privilege to shippers from western points to points on its line in New England, and when grain so milled in transit is received by defendant it imposes an arbitrary charge of 6 cents per 100 pounds. The sum of the rate on separate shipments of grain from the west to Buffalo and the established joint rate of 12 cents per 100 pounds on grain products from Buffalo to points on defendant's line is less than the through grain rate added to the defendant's 6-cent arbitrary. *Held.* (1) That defendant has acted unlawfully in imposing the arbitrary charge of 6 cents per 100 pounds in addition to the through grain rate on complainant's milled products forwarded from Buffalo, and that it was and is bound to apply on such transportation from Buffalo its established joint rate on grain products from that point to New England destinations. (2) That complainant is entitled to reparation in the sum of \$353.91, the difference between charges exacted from it on the basis of the 6-cent arbitrary added to the through grain rate and the sum of established rates on grain to and on milled products from Buffalo. 91. C. C. Rep.

IN THE MATTER OF RATES AND PRACTICES OF THE MOBILE & OHIO RAILROAD COMPANY IN THE TRANSPORTATION OF GRAIN TO VICKSBURG, MISSISSIPPI, SHIPPED FROM OR THROUGH ST. LOUIS, MISSOURI, AND EAST ST. LOUIS, ILLINOIS.

Decided January 31, 1908.

A published tariff regulation permitting grain to be shipped through from point of origin to final destination with a stop-over privilege in East St. Louis for cleaning, sacking or other legitimate purpose, the shipment covering a proportional or balance of a through rate from East St. Louis, is not shown to be objectionable in this case, but that part of defendant's tariff regulation which provides that grain may be shipped to East St. Louis on a local rate and forwarded as a

new shipment from that point on a 12-cent proportional rate to Vick-burg, Miss., and common points, disregards the higher 15-cent local rate from East St. Louis to those destinations and is not in accord with the doctrine announced by the Commission in *Re Alleged Unlawful Rates and Practices in the Transportation of Grain and Grain Products by the A. T. & S. F. Ry. Co. et al.*, 7 I. C. C. Rep. 210, 9 I. C. C. Rep.

IN THE MATTER OF PROPOSED ADVANCES IN FREIGHT RATES.

Decided April 1, 1903.

The act to regulate commerce provides that all interstate rates shall be filed with the Commission, and requires annual reports of the operations and financial condition of all interstate carriers. When the schedule is filed announcing an advance of general application, for which no apparent reason exists, such action is a proper subject of investigation, and if it thereupon appears that the advance is unwarranted the Commission should exhaust whatever power it has to correct the injustice. Transportation by rail is a quasi-public service, not to be sold to the highest bidder, and the charges therefor are not controlled by the law of supply and demand. Freight rates do not in fact rise and fall with changes in the market prices of commodities, though they are often affected by commercial conditions; and when reductions have been made on account of commercial depression it is difficult to see why corresponding advances may not properly be made with the return of business prosperity.

An increase which results solely from the withdrawal of a lower export rate, or from the maintenance of a published tariff, cannot ordinarily be condemned as unlawful. Railways are entitled to share in the general prosperity of the country; they have suffered severely in the past and should be allowed to recuperate while that prosperity continues; but it does not follow necessarily that they are entitled to advance former rates which were not reduced on account of financial depression.

Under the competitive conditions which heretofore prevailed, tariff rates on grain and grain products from Chicago to New York have not exceeded 17½ cents during the last four years, except for a brief period, while the actual rates have been materially and sometimes greatly below that figure. The legality of the recent advance of this rate to 20 cents depends upon two considerations: First, whether the increased rate is reasonable, having reference to the cost and value of the service, and as compared with rates on other commodities; and, second, whether it is reasonable in the absolute, regarded as essentially a tax upon the people who ultimately pay the transportation charge.

A rate of 17½ cents on grain and grain products from Chicago to New York is not shown, as alleged by the carriers, to be unremunerative or disproportionate as compared with other rates. Whether tested by cost of movement, by what the carriers have voluntarily accepted in the past, or by comparison with rates on somewhat similar kinds of traffic, it is not unprofitable nor unreasonably low. It is from 2 to 5 cents—10 to 40 per cent—higher than the rates actually received in recent years, and nothing appears in the financial condition of the carriers to justify a greater advance.

The rate advances involved in this investigation are those on iron articles, packing house products, dressed meats, and grain and grain products. Upon all the facts and conditions now appearing, *Held*, That as rates on iron articles were formerly reduced on account of commercial conditions, the advances in those rates may have been proper owing to subsequent change in such conditions; that the advance in the rate on packing house products, which was made by withdrawing a lower export rate, is not properly an advance; that the advances in rates on dressed meats ought not to be condemned under the peculiar circumstances surrounding that traffic; that the advance in the domestic rate on grain and grain products from 17½ to 20 cents per 100 pounds from Chicago and the other advance made in consequence of the increased rate from Chicago to New York, the same being an advance over the highest published rate in effect for the most of four years previous and a great advance over actual rates received for the last fifteen years, are not justified.

This proceeding is in the form of a general investigation, and although the respondent carriers were fully heard by their traffic representatives, and in some instances through their attorneys, the proceeding is in a manner *ex parte*, and facts not brought out in this inquiry, with further discussion of the subject, might lead to a different conclusion. No order, therefore, can be made upon this record, but farther proceedings will be commenced unless the respondent carriers readjusted their rates on grain and grain products in accordance with the views herein expressed on or before May 15, 1903. 9 I. C. C. Rep.

THE PROCTOR & GAMBLE COMPANY,

v.

THE CINCINNATI, HAMILTON & DAYTON RAILWAY COMPANY *et al.*

Decided April 19, 1903.

Although the fact that most shippers of a given article in part of a described territory were permitted to secure reduced rates by billing at net weight, while many other shippers of the same article in another portion of that territory paid higher rates through billing at the full weight of the package and its contents, is ample warrant for an order requiring the carriers to remove the unjust discrimination as between such shippers by discontinuing the practice of shipping at net weights in any part of the territory, yet, on the other hand, unless the net-weight practice was prevalent throughout substantially the whole territory affected and either authorized by carriers generally in that territory or so well known from constant and general application as to receive implied sanction, it would not of itself constitute sufficient ground for an order requiring a reduction in rates when all the carriers applied their established charges on the basis of gross weights. Decision in *Proctor & Gamble v. Cincinnati, Hamilton & Dayton R. R. Co. et al.*, 41 I. C. C. Rep. 87, 3 Inters. Com. Rep. 131, which was based mainly upon testimony indicating general prevalence of the net-weight practice, *held*, in the light of farther evidence, but controlling in this case.

The presumption as to the reasonableness of rates long kept in effect by carriers as a voluntary act on their part does not attach in a case where such rates have been established by carriers in compliance with a decision and order of the Commission.

Profits secured by complainant from the operation of a railway connecting with the defendant lines and from other special advantages tending to diminish the amount of its transportation expenses would have very material bearing if the sole question involved was the reasonableness of rates charged to complainant, or if the rates exacted from it were drawn into comparison with those charged to competing soap manufacturers; but where, as in this case, the chief question is as to the justice of a change in the classification of soap, not only as regards complainant, but as affecting all soap shippers in the classification territory, no order could be made respecting such change in favor of complainant which would not apply with equal force on shipments of other soap manufacturers in that territory; and as the case mainly involves the general question of classification, it must be decided in accordance with the principles which properly govern the classification of freight articles.

The action of defendants in placing soap in carloads with common grades of grocery and other general merchandise in the fifth class of their freight classification and refusing to reduce soap in carloads to the sixth class, which includes only low grade freights, *held* not to be unlawful while other articles with which carload soap is properly compared are retained in the fifth class of such classification; but this shall not operate to preclude the Commission from holding in an appropriate proceeding that fifth class rates in this territory are excessive.

The privilege of shipping small quantities of articles in the same class as a mixed carload is valuable to a great many shippers and is not to be condemned because it may result in some degree to the advantage of particular manufacturers or to jobbers; but when it appears, as in this case, that shippers like complainant are subjected to additional disadvantage under the operation of a mixed carload rule through the increase in a long-standing less than carload rate, the effect of that rule is properly to be considered in determining the reasonableness and justice of such increased rate.

The action of defendants in increasing the classification of soap in less than carloads from fourth to third class was unreasonable and unjust under the acts to regulate commerce, and their subsequent practice of applying twenty per cent less than third class rates on such traffic is also unlawful. 9 I. C. C. Rep.

ULRICK & WILLIAMS

v.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY AND THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY.

Decided May 14, 1903.

Complainant asks reparation on account of rates on ice from Hillsdale and other points in Michigan which, prior to September 3, 1901, were higher over the line formed by defendant



roads for the shorter distance to Springfield than for the longer distance to Columbus, the rates to both points having been made the same on that date; but it appeared that other and shorter delivering lines compete for the traffic to Columbus and that the short-line distance to Columbus is less than the short-line distance to Springfield. Upon all the facts and circumstances, *held*, that the complaint should be dismissed. 9 I. C. C. Rep.

S. S. DAISH & SONS

v.

THE CLEVELAND, AKRON & COLUMBUS RAILWAY COMPANY AND THE BALTIMORE & OHIO RAILROAD COMPANY.

Decided June 18, 1903.

Complainant alleged unjust discrimination against it in favor of other shippers by reason of unreasonable delay in forwarding and delivering a car load of hay consigned from Condit, Ohio, to Washington, D. C., and prayed for an award of damages. *Held*, that no unjust discrimination or undue prejudice to complainant having been shown, the complaint should be dismissed. 9 I. C. C. Rep.

THE MAYOR AND CITY COUNCIL OF WICHITA, KANSAS, v. THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY *et al.*, THE MAYOR AND CITY COUNCIL OF HUTCHINSON, KANSAS, INTERVENORS.

Decided June 18, 1903.

The defendants having removed the cause of complaint by establishing rates on sugar from Sugar City and Rocky Ford, Colo., to Wichita and Hutchinson, Kan., no higher than those in effect from the same points to Kansas City, Mo., no order is necessary in this proceeding. 9 I. C. C. Rep.

IN THE MATTER OF THE APPLICATIONS OF CERTAIN RAILROAD COMPANIES FOR AN EXTENSION OF TIME WITHIN WHICH TO COMPLY WITH THE PROVISIONS OF THE ACT OF MARCH 2, 1903, RELATING TO SAFETY APPLIANCES.

Decided October 15, 1903.

The discretionary power lodged with the Commission to extend the period of time within which carriers are required to comply with the Safety Appliance Act, as amended March 2, 1903, was plainly designed to afford relief in cases which would otherwise inflict special hardship upon the public and the carriers, and should only be exercised under such circumstances and for such short length of time as were contemplated by the framers of the statute and are plainly inferable from its terms.

Extensions of time granted to petitioning carriers to comply with certain provisions of the act of March 2, 1903, amending the safety appliance act of March 2, 1893, as amended April 1, 1896. 9 I. C. C. Rep.

THE MAYOR AND CITY COUNCIL OF WICHITA, KANSAS,

v.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY *et al.*

Decided October 24, 1903.

On complaint by the city of Wichita, Kan., alleging that defendants' rates on coal in car loads from Minden, Mo., McAlester, I. T., and Russellville, Ark., to Wichita are unlawful as compared with defendants' coal rates from the same points to Kansas City, it appeared that the rates to Kansas City are controlled and actually forced by competitive conditions governing the transportation of coal to that city, but that such rates are remunerative and that the rates to Wichita cannot be found excessive upon the record as made in this case. Final order not entered and complainant allowed time to apply for leave to submit further testimony upon the reasonableness of the rates to Wichita. *Mayor and City Council of Wichita v. A. T. & S. F. Ry. Co., et al.*, 9 I. C. C. Rep. 534, cited and applied. 9 I. C. C. Rep.

THE MAYOR AND CITY COUNCIL OF WICHITA, KANSAS,

v.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, *et al.*, THE KANSAS CITY BOARD OF TRADE, INTERVENOR.

Decided October 21, 1903.

Where actual competition exists at the more distant point which does not obtain at the intermediate or nearer point, and where such competition has actually produced a lower rate at the more distant point which the carrier can not control and must meet to obtain a share of the business, neither the third nor the fourth section of the act to regulate commerce prohibits the disparity in rates at the shorter and longer distance points, provided the longer distance competitive rate is remunerative and the shorter distance point rate is reasonable. Decisions of the United States Supreme Court in *Interstate Commerce Commission v. Alabama Midland R. Co.*, 108 U. S., 144, 42 L. ed. 414, 18 Sup. Ct. Rep., 45; *Louisville & N. R. Co. v. Rehtmer*, 175 U. S., 548, 44 L. ed. 309, 20 Sup. Ct. Rep., 209; *East Tennessee, V. & G. R. Co. v. Interstate Commerce Commission*, 181 U. S., 1, 45 L. ed. 719, 21 Sup. Ct. Rep., 510; *Interstate Commerce Commission v. Louisville & N. R. Co.*, 190 U. S., 273, 47 L. ed. 1047, 23 Sup. Ct. Rep., 687, cited and applied. On complaint of the city of Wichita, Kansas, alleging that the rates charged by defendants for the transportation of grain in carloads from Wichita to Galveston, Texas, for export are unlawfully higher than the export rates on like traffic in force for longer distances over defendants' lines from Kansas City to Galveston, on some of which lines Wichita is an intermediate point, it appeared that competition, which does not exist at Wichita, actually controls and forces the rates from Kansas City, which are, nevertheless, remunerative to the carrier; but that the present wheat rate of 30½ cents from Wichita to Galveston is excessive as applied to wheat and other kinds of grain to the extent of two cents per 100 pounds. *Held*, that the export rates on grain from Wichita to Galveston are unreasonable and unlawful, and should be reduced in accordance with the finding, but that order can be directed only against the unreasonableness of such rate and not against the adjustment of export rates as between Kansas City and Wichita to Galveston.

The St. Louis, Iron Mountain & Southern Railway company would have been a proper but it is not a necessary party in this case, and while service of complaint upon the Missouri Pacific, the controlling company, may not be legal service upon the St. Louis, Iron Mountain & Southern, a subsidiary company, it does, in fact, for all practical purposes notify the latter company of this proceeding. 9 I. C. C. Rep.

THE MAYOR AND CITY COUNCIL OF WICHITA, KANSAS,

v.

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, *et al.*

On complaint of the City of Wichita, Kan., alleging that rates from lumber shipping points west of the Mississippi river in Louisiana, Arkansas and Texas to Wichita are unreasonable and unduly prejudicial as compared with rates on like traffic from the same points to Kansas City, Mo., Omaha and Lincoln, Neb., and Topeka, Kan., and that such rates are higher via the lines of the defendants, the Santa Fe and Rock Island systems, for the shorter distance to Wichita than for the longer distance through Wichita to Kansas City and the other destination points mentioned, it appeared that competitive conditions existing in Kansas City, Omaha and Lincoln produce low rates to those points from the lumber territory in question and that such competitive conditions do not exist at Wichita; that there is no substantial dissimilarity in the circumstances and conditions governing the transportation of lumber from such territory to Wichita and through Wichita to Topeka by the Santa Fe and Rock Island systems; that the rate from such lumber producing territory to Wichita is excessive to the extent of one cent per 100 pounds. *Held*, that for the reasons set forth in *Wichita v. A. T. & S. F. R. Co.*, 9 I. C. C. Rep. 534, based upon decisions of the United States Supreme Court there cited, the defendants' lumber rates to Wichita as compared to those in effect to Kansas City, Omaha and Lincoln from the lumber shipping territory herein involved are not in violation of the third and fourth sections of the act to regulate commerce; that all of the defendants do violate section three of the act; that the Santa Fe and Rock Island systems violate section four by maintaining higher lumber rates from such territory to Wichita than to Topeka; and that the lumber rate from the territory described to Wichita is unreasonable and should be reduced. 9 I. C. C. Rep.

S. MARTEN

v.

THE LOUISVILLE &amp; NASHVILLE RAILROAD COMPANY.

Decided November 21, 1903.

To hold that, after substantial dissimilarity of circumstances and conditions has been shown, the longer-distant rate cannot in any case or to any extent be considered by way of comparison in determining whether or not the shorter distance rate is unreasonable or unduly prejudicial, particularly when, as in this case, competition and other compulsory conditions are found not to justify the whole disparity between the shorter and longer distance rates, would be to reject a most appropriate and necessary test of the reasonableness and justice of railway charges. In a case involving shorter-distance charges higher than those to or from longer-distance points the carrier cannot rightfully claim justification for greater dissimilarity in the rates than may be indicated by the ascertained dissimilarity in circumstances and conditions.

The act to regulate commerce assumes that persons, corporations and localities are interested not only in the rates charged to them but in the rates charged to others, and while the act does not require all rates to be proportional, it nevertheless makes the element of proportion an important one when the rates for any locality are to be determined; and it follows that no rates can be reasonable in and of themselves within the contemplation of the act, which are made regardless of proportion.

Rates on lumber from Fountain Head, Gallatin, St. Blaise, Pilot Knob and Nashville, Tenn., to Detroit, Mich., are made by adding defendant's rates to Louisville, Ky., to rates in force from Louisville to Detroit. Defendant's rates to Louisville are 10 cents per 100 pounds for the shorter distances from Fountain Head, Gallatin, St. Blaise and Pilot Knob, and 8 cents for the longer distance over the same line from Nashville. *Held*, that there is a substantial dissimilarity of circumstances and conditions as between Nashville and the intermediate points mentioned and that, therefore, the fourth section of the act to regulate commerce does not apply; that a difference of one cent in the rates fully offsets the difference in circumstances and conditions; and that any greater difference renders the rate from the intermediate points relatively unreasonable, in violation of section 1, and unduly discriminatory, in violation of section 3, of the statute. 9 I. C. C. Rep.

GEORGE J. KINDEL AND THE DENVER CHAMBER OF COMMERCE

v.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY *et al.*

Except as to 140 commodities, defendant complied with order of the Commission directing that rates from the Pacific Coast should not be higher to Denver than the Missouri River, and later, pending further investigation, the number of articles insisted upon as constituting exceptions was reduced to 82. In this case it was held by the Commission in its previous report that defendants were warranted in charging a higher rate to Denver than to the Missouri River on sugar carried from the Pacific Coast, and it is now further held that defendants are justified in maintaining rates from the Pacific Coast which are lower to Missouri River points than to Denver upon rice, hemp, baking powder, blankets, books, boot and shoe heels, chocolate, cocoa and extracts, but that as to all of the other commodities mentioned in this report the rate from Pacific Coast points should not be higher to Denver than to points on the Missouri River.

As to traffic other than the excepted commodities herein mentioned the general rule which has been laid down in this case is that in the making of these trans-continental rates Denver must receive the same treatment that is accorded to cities in the Middle West and Missouri River territory. It has not been held that rates between New York and San Francisco in either direction must not be lower than at Denver, nor has the inherent reasonableness of the rates to Denver from any direction been considered. 9 I. C. C. Rep.

CHARLES ROTH

v.

THE TEXAS &amp; PACIFIC RAILWAY COMPANY.

On submission by a railway company of shipper's claim for carload rating on a mixed carload of lemons and pineapples, it appeared that the tariff provided for mixed carloads of lemons and

bananas and of pineapples and bananas, and that pineapples might be mixed in a carload of any other kind of green fruit except lemons or oranges. *Held*, that a matter submitted in this way should be treated as a case upon complaint and answer; that the railway company should amend its tariff so as to provide for mixed carloads of lemons and pineapples, and that it should make reparation to complainant for the excess charge above the carload rate upon the shipment in question.—9 I. C. C. Rep.

THE BUCKEYE BUGGY COMPANY

v.

THE CLEVELAND, CINCINNATI, CHICAGO &amp; ST. LOUIS RAILWAY COMPANY; THE BALTIMORE &amp; OHIO RAILROAD COMPANY; THE NORFOLK &amp; WESTERN RAILWAY COMPANY; THE PENNSYLVANIA COMPANY; AND THE PITTSBURG, CINCINNATI, CHICAGO &amp; ST. LOUIS RAILWAY COMPANY.

Decided December 2, 1903

Before allowing a carload rating to a carload shipment a carrier is entitled to require that the goods shall be loaded at one time and place, that but a single bill of lading shall be issued, and that the shipment shall be from one consignor to one consignee, but when the goods are so loaded and by the terms of sale become the property of the consignee upon delivery to the carrier, the carrier has no right to inquire whether the consignee obtained his title from one or several owners; and if it accords the carload rate in case the consignor is the owner, failure on its part to extend the same privilege when the consignee is the owner, violates sections one, two and three of the act to regulate commerce. The rule in defendant's classification covering the application of carload rates to carload lots should be so modified as to accord the same rating to consignor and consignee when the condition of ownership after the property is delivered to the carrier is the same.

Upon the question whether a carrier may distinguish between a forwarding agent and the actual owner of the goods no opinion is expressed. 9 I. C. C. Rep.

W. H. H. MACLOON

v.

THE BOSTON &amp; MAINE RAILROAD COMPANY; THE WEST SHORE RAILROAD COMPANY; AND THE WABASH RAILROAD COMPANY.

Decided December 2, 1903.

Complainant was charged a passenger fare from Boston, Maine, to Janesville, Wisconsin, which was \$2 greater than the fare he had paid from Janesville to Boston. *Held*, that this was not unjust discrimination and did not, of itself, render the higher rate unreasonable. 9 I. C. C. Rep.

SAMUEL K. BEHREND

v.

WASHINGTON SOUTHERN RAILWAY COMPANY; RICHMOND, FREDERICKSBURG &amp; POTOMAC RAILROAD COMPANY; AND SOUTHERN RAILWAY COMPANY.

Decided December 2, 1903.

Complainant was charged a through fare of \$1.85 from W. to M. passing through R. although the sum of the fares from W. to R. and from R. to M. was fifty cents less; but it appeared that the local fares to and from R. applied to and from different stations, and that the extra fifty cents covered a transfer charge. *Held*, that as the complainant was not subjected to unjust discrimination and the reasonableness of the transfer charge was not attacked, the complaint must be dismissed. 9 I. C. C. Rep.

THE C. S. BELL COMPANY

v.

BALTIMORE &amp; OHIO SOUTHWESTERN RAILROAD COMPANY AND NORFOLK &amp; WESTERN RAILROAD COMPANY.

Decided December 2, 1903.

The decision in the *Buckeye Buggy Company v. The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, et al.*, ante 620, applied and followed in the disposition of this case. 9 I. C. C. Rep.

THE DERR MANUFACTURING COMPANY

v.

THE PENNSYLVANIA RAILROAD COMPANY; THE BALTIMORE &amp; OHIO RAILROAD COMPANY; THE CHESAPEAKE &amp; OHIO RAILWAY COMPANY, AND THE MERCHANTS' &amp; MINERS' TRANSPORTATION COMPANY.

No. 642.

Decided December 28, 1903.

While there are exceptional instances requiring deviation from methods generally employed in constructing freight classification, it is manifest that to require the separation and grading into different classes with varying rates different grades of the same articles of freight would greatly complicate the work and go far to defeat the very purpose of classification, and even then it would be impracticable to apportion with mathematical exactness the burdens of transportation; the best result obtainable in this direction is reasonable and substantial approximation.

A cheap grade of brush manufactured and sold by complainant as a blacking dauber is not entitled, upon the facts to this case, to be classified lower than the class to which bristle brushes in general are assigned. 9 I. C. C. Rep.

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OPINIONS OF THE UNITED STATES  
SUPREME COURT.

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Opinions of the United States Supreme Court with Reference to Interference by State Authorities with Through Passenger Trains, and the Right of the State to Fix Rates on Freight Originating and Terminating Within the State, Although Passing Outside the Boundaries of the State in Transit.

CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY, *Plaintiff in error.*

v.

PEOPLE OF THE STATE OF ILLINOIS *ex rel.* THOMAS M. JETT.

Interstate commerce—statute requiring passenger trains to stop at county seat.

The requirement that all regular passenger trains must stop at county seats, which is made by the Illinois act of March 21, 1874, section 26, constitutes a direct burden upon interstate commerce in violation of the United States Constitution, so far, at least, as that statute requires through interstate passenger trains to stop at such stations when adequate train service has been provided for local traffic.

[No. 198.]

*Argued and submitted March 16, 1900. Decided April 30, 1900.*

In error to the Supreme Court of the State of Illinois to review a decision affirming a judgment awarding a mandamus to compel a railroad company to stop passenger trains at a county seat. *Reversed.*

See same case below, 175 Ill. 359, 51 N. E. 842.

Statement by Mr. Justice Brown:

This was a petition for a writ of mandamus filed in the circuit court for the county of Montgomery, by the state's attorney for that county, to compel the defendant railway company, which for several years past has operated, and is now operating, a railroad from St. Louis, Missouri, through the county of Montgomery and the city of Hillsboro, the county seat of such county, to Indianapolis, Indiana, to stop a regular passenger train designated as the "Knickerbocker Special," at the city of Hillsboro, a sufficient length of time to receive and let off passengers with safety.

The petition was based upon section 26 of an act of the General Assembly of Illinois, entitled "An Act in Relation to Fences and Operating Railroads," approved March 21, 1874, which reads as follows:

"Every railroad corporation shall cause its passenger trains to stop upon its (their) arrival at each station advertised by such corporation as a place of receiving and discharging passengers upon and from such trains, a sufficient length of time to receive and let off such passengers with safety: *Provided*, all regular passenger trains shall stop a sufficient length of time at the railroad stations of county seats to receive and let off passengers with safety."

The answer of the railroad company averred that the company furnished four regular passenger trains each way a day, passing through and stopping at Hillsboro, and that they amply accommodated the travel, and afforded every reasonable facility to such city; that the Knicker-

bocker Special was a train especially devoted to carrying interstate transportation between the city of St. Louis and the city of New York; that the travel between these cities had grown to such an extent that it had become necessary to put on a through fast train, which connected with other similar trains on the Lake Shore and New York Central roads, and that it was necessary to put on this train because the trains theretofore run, none of which had ever been taken off, could not, by reason of stopping at Hillsboro and other similar stations, make the time necessary for eastern connections, or carry passengers from St. Louis to New York within the time which the demands of business and interstate traffic required; that the Knickerbocker Special is not a regular passenger train for carrying passengers from one point to another in the State of Illinois, such traffic being amply provided for by other trains, and that the Knickerbocker Special is used exclusively for interstate traffic from and to points without the State of Illinois; that it is not subject to regulation by the statute of Illinois providing that all trains shall stop at all county seats, and that to subject it to the statutes of the various states through which it passes, requiring it to stop at county seats, would wholly destroy the usefulness of the train, and would impede and obstruct interstate commerce, and that obedience to the statute in question would require it to abandon the train.

A demurrer to this answer was sustained, and the defendant electing to stand upon it as a full defense to the petition, a final judgment was rendered and a peremptory writ of mandamus awarded against the defendant. On appeal to the supreme court of the state this judgment was affirmed. Whereupon the railway company sued out a writ of error from this court.

Messrs. John T. Dye and George F. McNulty for plaintiff in error.

Messrs. E. C. Akin, C. A. Hill and B. D. Monroe for defendant in error.

Mr. Justice Brown delivered the opinion of the court:

Few classes of cases have become more common of recent years than those wherein the police power of the state over the vehicles of interstate commerce has been drawn in question. That such power exists and will be enforced, notwithstanding the constitutional authority of Congress to regulate such commerce, is evident from the large number of cases in which we have sustained the validity of local laws designed to secure the safety and comfort of passengers, employees, persons crossing railway tracks and adjacent property owners, as well as other regulations intended for the public good.

We have recently applied this doctrine to state laws requiring locomotive engineers to be examined and licensed by the state authorities (*Smith v. Alabama*, 124 U. S. 465, 31 L. ed. 508, 8 Sup. Ct. Rep. 564), requiring such engineers to be examined from time to time with respect to their ability to distinguish colors (*Nashville, C. & St. L. R. Co. v. Alabama*, 123 U. S. 96, 32 L. ed. 852, 2 Inters. Com. Rep. 238, 9 Sup. Ct. Rep. 28), requiring telegraph companies to receive dispatches and to transmit and deliver them with due diligence, as applied to messages from outside the state (*Western U. Teleg. Co. v. James*, 162 U. S. 650, 40 L. ed. 1105, 16 Sup. Ct. Rep. 934), forbidding the running of freight trains on Sunday (*Hennington v. Georgia*, 163 U. S. 299, 41 L. ed. 166, 16 Sup. Ct. Rep. 1036), requiring railway companies to fix their rates annually for the transportation of passengers and freight, and also requiring them to post a printed copy of such rates at all their stations (*Chicago & N. W. R. Co. v. Fuller*, 17 Wall. 560, 21 L. ed. 710), forbidding the consolidation of parallel or competing lines of railway (*Louisville & N. R. Co. v. Kentucky*, 161 U. S. 677, 40 L. ed. 849, 16 Sup. Ct. Rep. 714), regulating the heating of passenger cars, and directing guards and guard posts to be placed on railroad bridges and trestles and the approaches thereto (*New York, N. H. & H. R. Co. v. New York*, 165 U. S. 623, 41 L. ed. 853, 17 Sup. Ct. Rep. 418), providing that no contract shall exempt any railroad corporation from the liability of a common carrier or a carrier of passengers, which would have existed if no contract had been made (*Chicago, M. & St. P. R. Co. v. Solan*, 169 U. S. 183, 42 L. ed. 638, 18 Sup. Ct. Rep. 289), and declaring that when a common carrier accepts for transportation anything directed to a point of destination beyond the termination of his own line or route he shall be deemed thereby to assume an obligation for its safe carriage to such point of destination, unless, at the time of such acceptance, such carrier be released or exempted from such liability by contract in writing, signed by the owner or his agent (*Richmond & A. R. Co. v. R. A. Patterson Tobacco Co.*, 169 U. S. 311, 42 L. ed. 759, 18 Sup. Ct. Rep. 335). In none of these cases was it thought that the regulations were unreasonable or operated in any just sense as a restriction upon interstate commerce.

But for the reason that these laws were considered unreasonable and to unnecessarily hamper commerce between the states, we have felt ourselves constrained in a large number of cases to express our disapproval of such as provided for taxing directly or indirectly the carrying on or the profits of interstate commerce. We have also held to be invalid a statute of Louisiana requiring those engaged in interstate commerce to give all persons upon public conveyances equal rights and privileges in all parts of the conveyance, without distinction or discrimination

on account of race or color (*Hall v. De Cuir*, 95 U. S. 485, 24 L. ed. 547), another regulating the charges of railway companies for passengers or freight between places in different states (*Wabash, St. L. & P. R. Co. v. Illinois*, 118 U. S. 557, 30 L. ed. 244, 1 Inters. Com. Rep. 31, 7 Sup. Ct. Rep. 4), another requiring telegraph companies to deliver despatches by messenger to the person to whom the same are addressed, so far as they attempted to regulate the delivery of such despatches at places situated in another state (*Western U. Teleg. Co. v. Pendleton*, 122 U. S. 317, 30 L. ed. 1187, 1 Inters. Com. Rep. 306, 7 Sup. Ct. Rep. 1126), and still another forbidding common carriers from bringing intoxicating liquors into the state without being furnished with a certificate that the consignee was authorized to sell intoxicating liquors in the county (*Bowman v. Chicago & N. W. R. Co.*, 125 U. S. 465, 31 L. ed. 700, 1 Inters. Com. Rep. 823, 8 Sup. Ct. Rep. 689, 1062).

Several acts *in pari materia* with the one under consideration have been before this court and have been approved or disapproved as they have seemed reasonable or unreasonable, or bore more or less heavily upon the power of railways to regulate their trains in the respective and sometimes conflicting interests of local and through traffic. In the earliest of these cases (*Illinois C. R. Co. v. Illinois*, 163 U. S. 142, 41 L. ed. 107, 16 Sup. Ct. Rep. 1090), the very statute of Illinois under consideration in this case, as construed and applied by the supreme court of that state, was held to be an unreasonable restriction upon the interstate traffic, in requiring a fast mail train from Chicago to places south of the Ohio river, over an interstate highway established by authority of Congress, to delay the transportation of its interstate passengers and United States mail by turning aside from its direct route and running to a station (Calro) three and a half miles away from a point on that route, and back again to the same point, before proceeding on its way; and to do this for the purpose of discharging and receiving passengers at that station, for whom the railroad furnished other and ample accommodation. Said Mr. Justice Gray: "The state may doubtless compel the railroad company to perform the duty imposed by its charter of carrying passengers and goods between its termini within the state. But so long, at least, as that duty is adequately performed by the company, the state cannot, under the guise of compelling its performance, interfere with the performance of paramount duties to which the company has been subjected by the Constitution and laws of the United States."

Upon the contrary, in *Gladson v. Minnesota*, 166 U. S. 427, 41 L. ed. 1064, 17 Sup. Ct. Rep. 627, a state statute requiring every railroad to stop all its regular passenger trains wholly within the state at its stations in all county seats long enough to take on and discharge passengers with safety was held to be a reasonable exercise of the police power of the state, even as applied to a train connecting with a train of the same company running into another state, and carrying some interstate passengers as well as the mail. The case was distinguished from that of the *Illinois C. R. Co. v. Illinois* in the fact that the train in question ran wholly within the state of Minnesota, and could have stopped at the county seats without deviating from its course; and that the statute of Minnesota expressly provided that the act should not apply to through trains entering the state from any other state, or to transcontinental trains of any railroad. Speaking of police regulations for the government of railroads while operating roads within the jurisdiction of the state, it was said that "they are not in themselves regulations of interstate commerce; and it is only when they operate as such in the circumstances of their application and conflict with the express or presumed will of Congress exerted upon the same subject, that they can be required to give way to the paramount authority of the Constitution of the United States." The railroad in this case was treated as a purely domestic corporation, notwithstanding it connected, as most railroads do, with railroads in other states.

In the most recent case upon this subject (*Lake Shore & M. S. R. Co. v. Ohio*, 173 U. S. 285, 43 L. ed. 702, 19 Sup. Ct. Rep. 465), a statute of Ohio providing that every railroad company should cause three of its regular trains carrying passengers, if so many are run daily, Sundays excepted, to stop at a station, city or village containing over 8,000 inhabitants, for a time sufficient to receive and let off passengers, was held to be, in the absence of legislation by Congress upon the subject, consistent with the Constitution of the United States, when applied to trains engaged in interstate commerce through the state of Ohio. In delivering the opinion of the court Mr. Justice Harlan observed: "The statute does not stand in the way of the railroad company running as many trains as it may choose between Chicago and Buffalo without stopping at intermediate points, or only at very large cities on the route, if in the contingency named in the statute the required number of trains stop at each place containing 8,000 inhabitants long enough to receive and let off passengers. It seems from the evidence that the average time required to stop a train and receive and let off passengers is only three minutes. Certainly the state of Ohio did not endow the plaintiff in error with the rights of a corporation for the purpose simply of subserving the conveniences of passengers traveling through the state between points outside of its territory. \* \* \* It was for the state to take into consideration all the circumstances affecting passenger travel within its limits, and as far as practicable make such regulations as were

just to all who might pass over the road in question. It was entitled, of course, to provide for the convenience of persons desiring to travel from one point to another in the state on domestic trains. But it was not bound to ignore the convenience of those who desired to travel from places in the state to places beyond its limits, or the convenience of those outside of the state who wished to come into it. Its statute is in aid of interstate commerce of that character. It was not compelled to look only to the convenience of those who wished to pass through the state without stopping." This case is readily distinguishable from the one under consideration, in the fact that the statute of Ohio required only that three regular passenger trains should stop at every station containing 3,000 inhabitants, leaving the company at liberty to run as many through passenger trains exceeding three per day as it chose, without restriction as to stopping at particular stations. In other words, it left open the loophole which the statute of Illinois has effectually closed.

The question broadly presented in this case is this: Whether a state statute is valid which requires every passenger train, regardless of the number of such trains passing each way daily and of the character of the traffic carried by them, to stop at every county seat through which such trains may pass by day or night, and regardless also of the fact whether another train designated especially for local traffic may stop at the same station within a few minutes before or after the arrival of the train in question.

The demurrer to the answer admits that the railway company furnishes a sufficient number of regular passenger trains (four each way a day), to accommodate all the local and through business along the line of the road, and that all of such trains stop at Hillsboro; that none of such trains have been taken off, and all of which ran prior to the putting on of the Knickerbocker Special still run and still stop at Hillsboro, and that they furnish ample and sufficient accommodation to all persons desiring to travel to and from that place; that the Knickerbocker Special was put on in response to an urgent demand on the part of the through traveling public from St. Louis to New York, and that it was necessary, as the passenger trains theretofore used could not, by reason of stopping at way stations, make the time required for eastern connections, and if compelled to stop at county seats the company will be compelled to abandon the train, to the great damage of the traveling public and to the railway company.

It is evident that the power attempted to be exercised under this statute would operate as a serious restriction upon the speed of the trains engaged in interstate traffic, and might, in some cases, render it impossible for trunk lines running through the state of Illinois to compete with other lines running through states in which no such restrictions were applied. If such passenger trains may be compelled to stop at county seats it is difficult to see why the legislature may not compel them to stop at every station,—a requirement which would be practically destructive of through travel, where there were competing lines unhampered by such regulations. While, as we held in the *Lake Shore Case*, railways are bound to provide primarily and adequately for the accommodation of those to whom they are directly tributary, and who not only have granted to them their franchise, but who may have contributed largely to the construction of the road, they are bound to do more than this, and may then provide special facilities for the accommodation of through traffic. We are not obliged to shut our eyes to the fact that competition among railways for through passenger traffic has become very spirited, and we think they have a right to demand that they shall not be unnecessarily hampered in their efforts to obtain a share of such traffic. It is evident, however, that neither the greater safety of their tracks, the superior comfort of their coaches or sleeping berths, or the excellence of their tables would insure them such share if they were unable to compete with their rivals in the matter of time. The great efforts of modern engineering have been directed to combining safety with the greatest possible speed in transportation, both by land and water. The public demand this; the railway and steamship companies are anxious in their own interests to furnish it, and local legislation ought not to stand in the way of it.

With no disposition whatever to vary or qualify the case above cited, neither the conclusions of the court nor the tenor of the opinions are opposed to the principle we hold to in this case, that, after all local conditions have been adequately met, railways have the legal right to adopt special provisions for through traffic, and legislative interference therewith is unreasonable, and an infringement upon that provision of the Constitution which we have held requires that commerce between the states shall be free and unobstructed.

While the statute in question is operative only in the state of Illinois, it is obnoxious to the criticism made of the Louisiana statute in *Hall v. De Cuir*, 95 U. S. 485, 24 L. ed. 547, that "while it purports only to control the carrier when engaged within the state, it must necessarily influence his conduct, to some extent, in the management of his business throughout his entire voyage."  
\* \* \* If each state was at liberty to regulate the conduct of carriers while within its jurisdiction, the confusion likely to follow could not but be productive of great inconvenience and unnecessary hardship. Each state could provide for its own passengers and regulate the transportation

of its own freight regardless of the interests of others." The distinction between this statute and regulations requiring passenger trains to stop at railroad crossings and drawbridges, and to reduce the speed of trains when running through crowded thoroughfares; requiring its tracks to be fenced, and a bell and whistle to be attached to each engine, signal lights to be carried at night, and tariff and time tables to be posted at proper places, and other similar requirements contributing to the safety, comfort, and convenience of their patrons,—is too obvious to require discussion. *Railroad Commission Cases*, 116 U. S. 307, 334, *sub nom. Stone v. Farmer's Loan & T. Co.* 29 L. ed. 636, 645, 6 Sup. Ct. Rep. 334, 388, 1191.

We are of opinion that the act in question is a direct burden upon interstate commerce, and the judgment of the supreme court of the state of Illinois must therefore be reversed, and the case remanded to that court for further proceedings not inconsistent with this opinion.

Mr. Justice Brewer and Mr. Justice Shiras concurring:

We concur in this judgment on the proposition that the act of the legislature of Illinois, whether reasonable or unreasonable, wise or foolish, is, as applied to the facts of this case, an attempt by the state to directly regulate interstate commerce, and, as such attempt, is beyond the power of the state.

FELIX M. HANLEY *et al*, MEMBERS OF THE RAILROAD COMMISSION OF ARKANSAS, *Appellants*,  
v.

KANSAS CITY SOUTHERN RAILWAY COMPANY.

*Argued and submitted December 18, 1902; (25 Sup. Ct. Rep. 214) decided January 5, 1903.*

Interstate Commerce—State Regulation of Railroad Rates—Points within State—Shipment over Route Partly outside State.

The Railroad Commission of Arkansas cannot without violating the commerce clause of the Federal Constitution, fix and enforce rates for the continuous transportation of goods between two points within the State of Arkansas, where a large part of the route is outside of the State, through the Indian Territory or Texas.

Appeal from the circuit court of the United States for the eastern district of Arkansas to review a decree for plaintiff in a suit to enjoin the Railroad Commissioners of Arkansas from fixing and enforcing railroad rates. Affirmed.

See same case below, 106 Fed. 353.

The facts are stated in the opinion.

Mr. Charles E. Warner and Messrs. Winchester & Martin for appellants.

Messrs. Gardiner Lathrop, Thomas R. Morrow, James B. Read, and Max Pam for appellee.

MR. JUSTICE HOLMES delivered the opinion of the court:

This is a bill in equity brought in the circuit court by a railway company incorporated under the laws of Missouri, against the Railroad Commissioners of Arkansas, seeking an injunction against their fixing and enforcing certain rates, as we shall explain. The bill was demurred to for want of equity, the demurrer was overruled, and a decree was entered for the plaintiff. The defendants bring the case here by appeal.

The plaintiff owns a road running through several states and territories. The road after leaving Missouri runs for twenty-eight miles and a fraction through Arkansas to the dividing line between that State and Indian Territory, then nearly 128 miles in the territory, and then over 117 miles in Arkansas, again, to Texas. There is also a branch line running from Fort Smith, in Arkansas, to Spiro, in the Indian Territory, about a mile of which is in the State and fifteen in the territory, and there are other branches. Goods were shipped from Fort Smith by way of Spiro and the road in Indian Territory to Grannis, in Arkansas, on a through bill of lading, the total distance being a little more than fifty-two miles in Arkansas and nearly sixty-four in the Indian Territory. For this the railroad company charged a sum in excess of the rate fixed by the railroad commissioners, and was summoned before them under the State law. The commissioners decided that the company was liable to a penalty under the State statute, assert their right to fix rates for continuous transportation between two points in Arkansas, even when a large part of the route is outside the State through the Indian Territory or Texas, and intend to enforce compliance with these rates. The only question argued, and the only one that we shall discuss, is whether the action of the commissioners is within the power of a State, or whether it is bad as interfering with the power of Congress to regulate commerce among the several States and with the Indian tribes.

*Smyth v. Ames*, 169 U. S. 466, 517, 42 L. Ed. 819, 838, 18 Sup. Ct. Rep. 418.

It may be assumed that this power of Congress over commerce between Arkansas and the Indian Territory is not less than its power over commerce among the States (*Stoutenburgh v. Henneck*, 129 U. S. 141, 32 L. Ed., 637, 9 Sup. Ct. Rep., 255), and the distinction hardly is important, since the appellants are asserting similar authority where the loop beyond the State boundary runs through Texas. We may as well add, in this connection, that the present railroad gets the authority for its line in the Indian Territory through a predecessor in title, from an act of Congress of 1863, chapter 169, 27 Stat. at L., 487, and that, by that act, Congress "reserves the right to regulate the charges for freight and passengers on said railroad." \* \* \* until a State government shall be authorized to fix and regulate the cost." etc. "but Congress expressly reserves the right to fix and regulate, at all times, the cost of such transportation by said railroad or said company whenever such transportation shall extend from one State into another, or shall extend into more than one State."

It may be assumed further, as implied by the language just quoted, that the transportation in the present case was commerce. See also the act of February 4, 1897, Chap. 104 Sec. 1, 24 Stat. at L. 370 (U. S. Comp. Stat. 1901, p. 3164); *Gloucester Ferry Co. v. Penn.* 114 U. S. 196, 23, 29 L. Ed. 188, 161, 1 Inters. C. Rep. 382, 5 Sup. Ct. Rep. 826 and *Wabash St. L. & P. R. Co. v. Illinois*, 118 U. S. 557, 30 L. Ed. 244, 1 Interst. Com. Rep. 31, 7 Sup. Ct. Rep. 4. Transportation for others, as an independent business, is commerce, irrespective of the purpose to sell or retain the goods which the owner may entertain with regard to them after they shall have been delivered.

The transportation of these goods certainly went outside of Arkansas, and we are of the opinion that in its aspect of commerce it was not confined within the State. Suppose that the Indian Territory were a state, and should try to regulate such traffic, what would stop it? Certainly not the fiction that the commerce was confined to Arkansas; if it could not interfere the only reason would be that this was commerce among the states. But if this commerce would have that character as against the state supposed to have been formed out of the Indian territory, it would have it equally as against the State of Arkansas. If one could not regulate it the other could not.

No one contends that the regulation could be split up according to the jurisdiction of state or territory over the tract, or that both state and territory may regulate the whole rate. There can be but one rate, fixed by one authority, whether that authority be Arkansas or Congress. *Wabash St. L. & P. R. Co. v. Illinois*, 118 U. S. 557, 30 L. Ed. 244, 1 Interst. Com. Rep. 31, 7 Sup. Ct. Rep. 4; *Covington & C. Bridge Co. v. Kentucky*, 154 U. S. 204, 3 L. Ed. 962, 4 Interst. Com. Rep. 649, 14 Sup. Ct. Rep. 1087; *Halt v. DeCuir*, 95 U. S. 485, 24 L. Ed. 547. But it would be more logical to allow a division according to the jurisdiction over the tract than to declare that the subject for regulation is indivisible, yet that the indivisibility does not depend upon the commerce, being under the authority of Congress, but upon a fiction which attributes it wholly to Arkansas, although the fiction is quite beyond the power of Arkansas to enforce.

It is decided that navigation on the high seas between ports of the same State is subject to regulation by Congress (*Lord v. Goddall N. & P. S. S. Co.* 102 U. S. 541, 23 L. Ed. 224); and is not subject by the State (*Pacific Coast S. S. Co. v. Railroad Commissioners*, 9 Sawy. 253, 18 Fed. Rep. 10); and, although it is argued that these decisions are not conclusive, the reason given by Mr. Justice Field for his decision in the last cited case disposes equally of the case at bar. "To bring the transportation within the control of the State, as part of the domestic commerce, the subject transported must be within the entire voyage under the exclusive jurisdiction of the State." 9 Sawy. 253, 18 Fed. Rep. 13. Decisions in point are State *ex rel. Railroad Warehouse Com. v. Chicago, St. P., M. & O. R. Co.*, 40 Minn. 267, 3 L. R. A. 238, 2 Interst. Com. Rep. 519, 41 N. W. Rep. 1047; *Sternberger v. Cape Fear & Y. Valley R. Co.*, 29 S. C. 510, 2 L. R. A. 105, 7 S. E. Rep. 836. See also *Milk Producers' Protective Assn. v. Delaware, L. & W. R. Co.*, 7 Interst. Com. Rep. 92, 100, 181.

There are some later State decisions contrary to those last cited. *Campbell v. Chicago, M. & St. P. R. Co.*, 80 Iowa, 597, 17 L. R. A. 443, 4 Interst. Com. Rep. 403, 53 N. W. 551; *Seawell v. Kansas City, Ft. S. & M. R. Co.*, 119 Mo. 222, 5 Interst. Com. Rep. 262, 21 S. W. 1002; State *ex rel. Railroad Comrs. v. Western Union Teleg. Co.*, 113 N. C. 213, 22 L. R. A. 570, 18 S. E. 389. But these decisions were made simply out of deference to conclusions drawn from *Lehigh Valley R. Co. v. Pennsylvania*, 145 U. S. 192, 39 L. Ed. 872, 4 Interst. Com. Rep. 87, 12 Sup. Rep. Ct. 806, and we are of the opinion that they carry their conclusions too far. That was the case of a tax, and was distinguished expressly from an attempt by a state directly to regulate the transportation while outside its borders. 145 U. S. 204, 35 L. Ed. 678, 4 Interst. Com. Rep. 91, 12 Sup. Ct. Rep. 809. And although it was intimated that, for the purposes before the court to some extent commerce by transportation might have its character fixed by the relation between the two ends of the transit, the intimation was carefully confined to those purposes. Moreover, the tax "was determined in respect of receipts for the proportion of the transportation within the

State." 145 U. S. 204, 35 L. Ed. 675, 4 Interst. Com. Rep. 91, 12 Sup. Ct. Rep. 808. Such a proportioned tax had been sustained in the case of commerce admitted to be interstate. *Maine v. Grand Trunk R. Co.*, 142 U. S. 217, 35 L. Ed. 964, 3 Interst. Com. Rep. 807, 12 Sup. Ct. Rep. 121, 131. Whereas it is decided, as we have said, that when a rate is established, it must be established as a whole.

We are of the opinion that the language which we have quoted from Mr. Justice Field is correct, and that the decree of the circuit court should be affirmed.

Decree affirmed.

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## ERRATA.

### TABLE NO. 1.

The total mileage of C., M. & St. P.—Dubuque & Southwestern Division should be 43.63 miles.

The mileage of C. & N.-W.—Ottumwa, Cedar Falls & St Paul Branch in Keokuk county should be 16.89 miles and in Mahaska county, 17.30 miles.

The assessment per mile of the C., R. I. & P.—Carson Branch should be \$3,500.

### TABLE NO. 4.

ADAIR COUNTY—The mileage of the Creston & Northern R. R. should be 19.552 and the total assessment \$68,432, making the total assessment for county \$199,352.

AUDUBON COUNTY—The total assessment of the C. & N.-W.—Iowa Southwestern Branch should be \$41,965.

BUTLER COUNTY—The total assessment of the Dubuque & Sioux City Railway—Main Line should be \$199,280.

CALHOUN COUNTY—The total assessment of the C., M. & St. P.—Storm Lake Branch should be \$33,100.

CERRO GORDO—The total assessment of the C., M. & St. P.—Iowa & Dakota Division should be \$183,916; the total assessment of the C. & N.-W.—Iowa, Minnesota & Northwestern Branch, \$123,292 and the total assessment for county \$659,057.

CLARKE COUNTY—The total assessment for county should be \$425,308.

CLAYTON COUNTY—The total assessment of C., M. & St. P.—Dubuque Division should be \$217,320 and the total assessment for county \$618,015.

DUBUQUE COUNTY—The total assessment of Chicago Great Western—Main Line should be \$241,877 and the total assessment for county \$768,752.

FAYETTE COUNTY—The assessment per mile of the C., M. & St. P.—Davenport & N.-W. Division should be \$3,300 and the total assessment \$122,166, making total assessment for county \$542,242.

FLOYD COUNTY—The total assessment of Burlington, Cedar Rapids & Northern—Main Line should be \$152,850 and the total assessment for county \$406,268.

HARDIN COUNTY—The total assessment of the Chicago, Iowa & Dakota Railway should be \$79,200 and the total assessment for county \$729,605.

JEFFERSON COUNTY—The mileage of the Burlington & Western Railway should be 17.816 and the total assessment \$62,356, making the total assessment for county \$662,366.

PLYMOUTH COUNTY—The total assessment of Dubuque & Sioux City—Main Line from Le Mars southwest should be \$227,115 and the total assessment for county \$713,649.

TAMA COUNTY—The total assessment of the Chicago & North-Western—Main Line should be \$307,430 and the total assessment for county \$1,070,018.

WAPELLO COUNTY—The assessment per mile of the C., M. & St. P.—Rutledge-Muscatine extension should be \$750 and the total assessment of same \$10,402, making total assessment for county \$761,668.

WASHINGTON COUNTY—The assessment per mile of the C., M. & St. P.—Rutledge-Muscatine extension should be \$500 and the total assessment of same \$18,100, making total assessment for county \$506,849.