

Twentieth Annual Report

OF THE

BOARD OF RAILROAD COMMISSIONERS

FOR THE YEAR ENDING JUNE 30, 1897.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

DES MOINES.
F. R. CONAWAY, STATE PRINTER.
1898.

In Memoriam.



Sincerely Your Friend
C. L. Davidson

Hon. Charles L. Davidson It is with profound regret and sorrow we record in this report the death of one of the members of this Board, Maj. Charles L. Davidson, who died at his home in Hull, Iowa, March 15, 1898.

The exalted character and distinguished services of the deceased appropriately demand the highest recognition. No one of the illustrious men who have served the state and who have contributed to the efficiency of this Commission has left a deeper impress or a larger place in the hearts of the people. While his example will inspire other men and other generations to strive to emulate the performance of noble deeds for the benefit of mankind, his place can never be filled. Although he held high official positions, yet he was ever helpful to the needy and unfortunate. As a member of this Board he was above reproach, his every act being characterized by ability and a high-minded zeal for that which is right. His aim was always to allay, so far as possible, differences between complainants and railroads without litigation. Whether as a member of the Board or as its chairman (which office he held at the time of death) the same modesty marked his course. Everyone with whom he came in contact admired the large-bodied and tender-hearted man, and it was frequently said of him that he did not have an enemy. Although he was a man of the strongest convictions, yet, his ways were all the ways of friendship, and his words were all the words of kindness. There was nothing dishonorable in his business or political career, and he was one of the highest-minded men in the service of the state.

He enlisted prior to his seventeenth birthday, in Company A, Twenty-fifth Iowa Infantry, and as a soldier, none was better. True to every duty, faithful in every service, devoted to what he conceived to be the right, loyal to the flag of his country and all it typifies, he soon became an ideal soldier. Amid shot and shell, the roaring of cannon and rattling of musketry, his loyalty never flagged, his courage never weakened; he was the same soldier boy, gentle but brave, sweet-hearted and true comrade, "Charles" Davidson.

His generous, genial, cheerful, loving nature endeared him to all. He was indeed a Christian soldier. "Loyalty to his Master made his gentleness more gentle and his bravery more brave." Socially and as a friend of all the people in all walks of life, with almost paternal kindness he won the hearts of acquaintances and associates. In all the relations of life that cluster around the fireside and home, he embodied everything that makes the loving husband, the kind father, the faithful friend. His loss to the state is irreparable and is keenly felt by his associates on the Board.

"He rests from his labors and his works do follow him."

RAILROAD COMMISSIONERS' REPORT.

STATE OF IOWA.
BOARD OF RAILROAD COMMISSIONERS, }
DES MOINES, December 8, 1897.

To the Hon. Francis M. Drake, Governor of Iowa:

The law requires the board of railroad commissioners of this state to make report to you, as governor, of its doings for the preceding year, containing such facts, statements, and explanations as will disclose the workings of the systems of railroad transportation in the state, and the relation of such railways to the general business and prosperity of the citizens thereof, together with such suggestions and recommendations in respect thereto as may, to the board, seem proper.

This report shall exhibit and refer to the conditions of each corporation on the first day of July of each year, the details of its transportation business transacted during the year ending June 30th.

Among other things the law requires that such reports shall also contain as to every railroad corporation doing business in the state:

First.—The amount of its capital stock.

Second.—The amount of its preferred stock, if any, and the condition of its preferment.

Third.—The amount of its funded debt and the rate of interest.

Fourth.—The amount of its floating debt.

Fifth.—The cost and actual present cash value of its road and equipment including permanent way, buildings, and rolling stock, all real estate used exclusively in operating the road, and all fixtures and conveniences for transacting its business.

Sixth.—The estimated value of all other property owned by it, with schedule of the same, not including lands granted in aid of its construction.

All of the information which the board of railroad commissioners has been able to procure from the different railways within the state is submitted within this report.

The board has been unable to obtain certain of the statistics asked for by it of the different lines of railway. Some companies, however, have attempted to give the desired information, while others refuse or fail to do so, assigning as a reason therefor that they cannot comply with the request of the board except upon what is known as a "mileage basis," and suggesting that such statistics upon such a basis are not reliable and are misleading.

For instance, it has been found practically impossible for the board to obtain from the reports filed by the railways operating lines through the state and within other states accurate and reliable statistics that would enable it to determine the earnings of that part of the line operated in and through this state, and what is true in this respect is equally true in regard to the tonnage carried by the different interstate lines in and through Iowa.

Where the officials of the companies have attempted to give this information it has been upon a mileage basis of their entire lines, regardless of population of territory or traffic carried, although portions of such lines run into and through other states.

What is true in regard to the earnings and tonnage applies with equal force to their operating expenses and debt, as well as other things, all of which will appear in the statements of the respective companies compiled by the board and made a part of the report filed herein.

SITES FOR ELEVATORS, ETC.

During the last year many applications have been made to the board asking that the railway companies be compelled to grant to grain buyers and other persons along the lines of such railways the privilege of locating and building ware and storehouses and elevators upon the railway property. The board has experienced some difficulty in always reaching an amicable adjustment between the railways and those applying for such locations. It would seem that additional legislation might be enacted whereby the rights of the respective parties in matters of this kind could be more clearly defined and understood.

The only authority which the board has attempted to exercise is under the general statutes, the terms of which give the board supervision over all railways, and give to it the right to investigate any neglect on the part of railway companies.

The board has attempted to adjust, as nearly as possible, the differences between the railways and their patrons in matters of this kind, but it can be readily seen that in many instances considerable difficulty would be experienced where there is a disposition between

the parties to contest or refuse to amicably make an adjustment or agreement in regard thereto.

If the elevator or a building should be ordered by the board to be constructed upon a railway company's property, would the board have the right to say what the size, cost, or character of such building should be, or where it should be located, and for how long a term of years the owner thereof should be entitled to possession of the real estate upon which the building might be constructed, and the right of removal either by the owner or by the railway, and how many such applications should be granted as to any one station?

The board is confronted with this as well as other questions of a similar character, and the only authority or guidance which it has for disposing of them is such as it may have from the general supervising power given it by the statutes of this state.

The board has been able to agree upon this question where the railway companies may have refused to permit or allow any store, warehouse or elevator to be constructed upon their property, but where a company has granted to others the privilege of constructing such buildings upon its right of way and refuses to grant additional privileges, then the question of the public necessity is one where there may be honest difference of opinion. It therefore leaves this question in an unsettled and unsatisfactory condition.

EXPRESS COMPANIES.

It was enacted by the Twenty-sixth General Assembly, that express companies are common carriers, and that all laws, as far as practicable, then or thereafter in force regulating the transportation of property by railroad companies, shall apply with equal force and effect to express companies, and also providing that the railroad commission shall have general supervision of such companies operating and doing business in the state, and that they shall inquire into any unjust discrimination, neglect or violation of the laws of the state by any express companies doing business therein; and that as soon as practicable a schedule of reasonable maximum charges or rates for the transportation of any kind of property carried by such express companies shall be made by the railroad commissioners.

Within a reasonable time after the enactment of this statute, and the taking effect thereof, a public hearing was had by the commissioners at their office in Des Moines, due and timely notice of which hearing was given by the publication thereof in nearly all the leading daily papers throughout the state. At that hearing the only persons who appeared in behalf of the shippers were representatives

of the Swine Breeders' association, and no complaint was made against the schedule of rates then in force by the express companies. Objection was made, however, to the manner of billing and shipping live stock by such express companies, and it was claimed that such companies, when shipments were received by them, declined to ship and bill such live stock by the shortest and quickest route, and insisted upon shipping over the line of the express company receiving the same, regardless of distance or time.

The shippers made further complaint that express companies exacted and required of them unreasonable and onerous contracts or receipts, when live stock was delivered for shipment.

The express companies were all represented by the different managers or superintendents, and at such hearing assured the shippers, and the railroad commissioners, that they would at once cease insisting upon live stock being shipped over the longest route, both in time and distance, and that they would at once comply with the request of the shippers and suggestion of the board that whenever live stock was received for shipment, it would be billed and shipped over the shortest and quickest route, and that no unreasonable or harsh stipulations would be placed in their receipts or contracts of shipment.

The board, whenever its attention has been called to any unjust rule or requirement of the express companies, or unreasonable charge for the handling and shipment of merchandise, has at once investigated the same, and when it has found any reasonable ground for complaint, has required the express companies to cease therein, and it has adopted this method in formulating and regulating what might be deemed to be a reasonable maximum charge for the shipping of merchandise by express companies.

INTERLOCKING SWITCHES.

During the year the following automatic interlocking switches and signals were put in operation at crossings:

At Caraforth, crossing of the Chicago, Rock Island & Pacific railway with the Chicago & North Western railway.

At Grand Junction, crossing of the Chicago, Rock Island & Pacific railway with the Chicago & North Western railway.

At Libertyville, crossing of the Chicago, Rock Island & Pacific railway with the Chicago, Ft. Madison & Des Moines railway.

At Fairfield, crossing of the Chicago, Rock Island & Pacific railway with the Chicago, Burlington & Quincy railroad.

At Otumwa, crossing of the Chicago, Rock Island & Pacific railway with the Chicago, Burlington & Quincy railroad.

At Belknap, crossing of the Chicago, Rock Island & Pacific railway with the Wabash railroad.

At Neola, crossing of the Chicago, Rock Island & Pacific railway with the Chicago, Milwaukee & St. Paul railway.

At Davenport, crossing of the Chicago, Rock Island & Pacific railway with the Burlington, Cedar Rapids & Northern railway.

The interlocking and signal apparatus made by the National Switch and Signal Co., Easton, Pa., and by the Union Switch and Signal Co., of Swissville, Pa., are used in these plants. A brief description of each is as follows:

Interlocking plant at Caraforth at crossing of Chicago, Rock Island & Pacific and Chicago & North-Western railways. Erected and maintained by the Chicago, Rock Island & Pacific railway. This is a Union Switch and Signal company's plant with a sixteen (16) lever frame; there are eleven (11) active levers and five (5) blank spaces; two of these levers are electric locked. There are five (5) derailing and one (1) ordinary switch operated from tower. Three (3) derailing switches and one (1) ordinary switch on the Chicago & North-western railway and two (2) derailing switches on the Chicago, Rock Island and Pacific railway. Two (2) switches inside of distance signals are bolt-locked to distance signals. In addition to the six (6) switches there are ten (10) signals operated from this tower.

Grand Junction interlocking plant at crossing of Chicago, Rock Island & Pacific and Chicago & North-Western railways. This is a Union Switch and Signal company's plant with a twenty (20) lever frame; it has eighteen (18) working levers and two (2) blank spaces. It has seven (7) levers for fourteen (14) switches, and fourteen (14) locks and five (5) signals and eleven (11) levers for eleven (11) signals and five (5) bolt locks. There are electric locks to two (2) levers. On the Chicago, Rock Island & Pacific railway there are five (5) derailing switches and three (3) ordinary switches operated from tower. On the Chicago & North-Western railway there are four (4) derailing switches and two (2) ordinary switches operated from tower. All main line switches on both roads that are inside of distance signals are bolt locked and cannot be moved except when distant signal stands at caution.

Interlocking plant at Libertyville at crossing of Chicago, Rock Island & Pacific railway with the Chicago, Ft. Madison & Des Moines railway. Erected and maintained by the Chicago, Rock Island & Pacific railway. This is a National Switch and Signal

company's plant, with a twelve (12) lever frame. Six (6) active levers and six (6) blank spaces. Six (6) levers work four (4) derailing switches and four (4) home signals. The distant signals at this plant are stationary and stand at caution.

Interlocking plant at Fairfield crossing of Chicago, Rock Island & Pacific railway with Chicago, Burlington & Quincy railway. Erected and maintained by Chicago, Rock Island & Pacific railway. This is a National Switch and Signal company's plant with a thirty-two (32) lever frame; there are twenty-six (26) active levers and six (6) blank spaces; thirteen (13) of these levers operate twenty (20) switches, twenty (20) locks and two (2) pot signals; the other thirteen (13) levers operate nineteen (19) signals and eleven (11) bolt locks. The east bound distant signal on the Chicago, Rock Island & Pacific railway is a stationary signal and stands at caution. There are twelve (12) derailing and eight (8) ordinary switches operated from this tower, six (6) of the derailing switches and four (4) of the ordinary being on the Chicago, Rock Island & Pacific railway and four (4) ordinary and six (6) derailing on the Chicago, Burlington & Quincy railroad.

Interlocking plant at Ottumwa at crossing of Chicago, Rock Island & Pacific railway and Chicago, Burlington & Quincy railroad. Erected and maintained by the Chicago, Burlington & Quincy railroad. This is a National Switch and Signal company's plant with a twenty (20) lever frame. It has nineteen (19) working levers and one (1) blank space, eight (8) levers working thirteen (13) switches and two (2) targets and eleven (11) levers working thirteen (13) signals. On the Chicago, Rock Island & Pacific there are two (2) derailing and one (1) ordinary switches operated from tower and on the Chicago, Burlington & Quincy there are eight (8) derailing switches and two (2) ordinary switches operated from tower.

Interlocking plant at Belknap at crossing of the Chicago, Rock Island & Pacific railway with Wabash railway. Erected and maintained by Chicago, Rock Island & Pacific railway. This is a Union Switch and Signal company's plant with a twenty (20) lever frame. There are fifteen (15) active levers and five (5) blank spaces. Six (6) of these levers operate eight (8) switches and (7) locks, one (1) lever operates one (1) facing point lock and four (4) crossing detector bars and eight (8) of the levers operate twelve (12) signals and nine (9) bolt locks. On the Chicago, Rock Island & Pacific railway are three (3) derailing and one (1) common switches and four (4) crossing detector bars operated from tower, and on the Wabash railway are three (3) derailing switches and one (1) common switch operated from tower.

Interlocking plant at Neola at crossing of the Chicago, Rock Island & Pacific railway and Chicago, Milwaukee & St. Paul railway. This is a Union Switch and Signal company's plant with sixteen (16) lever frame and sixteen (16) active levers. Seven (7) of these levers operate ten (10) switches, ten (10) locks and three (3) signals and nine (9) of these levers operate twelve (12) signals. On the Chicago, Rock Island & Pacific railway there are three (3) derailing and one (1) common switches and on the Chicago, Milwaukee & St. Paul railway there are four (4) derailing and two (2) common switches operated from tower.

Interlocking plant at Southwest Davenport at crossing of Chicago, Rock Island & Pacific and Burlington, Cedar Rapids & Northern railways. This is a National Switch and Signal company's plant with a twenty (20) lever frame and fifteen (15) active levers. Five (5) of these levers operate eight (8) switches and eight (8) locks and eleven (11) of these levers operate twelve (12) signals and nine (9) bolt locks. On the Chicago, Rock Island & Pacific railway are five (5) derailing and one (1) common switches operated from tower and on Burlington, Cedar Rapids & Northern railway are two (2) derailing switches operated from tower.

SUPREME COURT'S OPINION ON REASONABLENESS OF IOWA MAXIMUM RATES.

Barris et al v. C., B. & Q.

In the opinion of the board one of the most important decisions relating to transportation, that has been rendered since the law creating the board of railroad commissioners has been enacted, was made by the supreme court of this state in the case of *Barris and others versus the Chicago, Burlington & Quincy Railroad Company*, which is found in the 71 Northwestern Reporter, beginning on page 339.

The statute under consideration in that opinion was enacted by the Twenty-second General Assembly, and the opinion refers to a railroad company making what was alleged to be an unreasonable freight charge, the court holding that the company is not relieved from liability to the shipper in treble damages therefor, although the rate charged was that fixed by the board of railroad commissioners under section 17 of that act, which provides that the commissioners shall make a schedule of reasonable maximum rates which shall be *prima facie* evidence that the rates therein fixed are reasonable.

It was generally believed, prior to this decision, that where a schedule of maximum rates was fixed and established by the board of railroad commissioners of the state, after a hearing, at which, under the provisions of the statute, all parties interested had notice thereof, and where no appeal was taken from the finding of the board of railroad commissioners in regard to such rates, such schedule of rates became, under the law, the fixed and established reasonable maximum rates, which would protect the shipper or carrier, but this decision holds otherwise, and gives the right to the railroad companies to wholly disregard the reasonable maximum rates fixed by the board of railroad commissioners and permits and allows the reasonableness of such rates to be determined by the court, regardless of the action of the board.

One of the cogent reasons, among others, for the enactment of the law giving the board of railroad commissioners the right to establish reasonable maximum rates undoubtedly was to establish uniformity in rates and to prevent railway companies from discriminating against places or persons. In the opinion of this board this decision destroys and abrogates entirely that element of the law.

Judge Shiras, in the case of Van Patten against the Chicago, Milwaukee & St. Paul Railway Company, found in volume 81 of the Federal Reporter, beginning on page 545, in the opinion says, among other things: "The development of railways during the past fifty years has been so great that practically all the carrying trade of the country had passed into their hands, especially in that portion of the country not bordering on lakes or large rivers. The business had grown so enormously and the mode of handling the same had become such that it was no longer possible for each shipper to make special contracts with the carrier for the transportation of his property." This decision is not in harmony with the doctrine of the Iowa supreme court where it might become necessary for every shipper to enter into a contract with the railway company, to the end that he might know what the reasonable maximum rates would be; or whether or not he was being discriminated against, or the locality in which he resides was obtaining the same advantages as others.

It must be apparent that if the court adheres to this opinion the result will be far reaching and almost disastrous so far as being able to enforce uniform rates, and thereby prevent unjust discriminations.

If a railway company has the right to contest with each shipper within the state the question whether or not the schedule of rates established by the board of railroad commissioners, or in fact any

schedule of rates, is reasonable or unreasonable, it must necessarily lead to confusion and an unsettled condition of the freight and passenger rates within the state.

If a shipper living in one county is compelled to submit the question to a jury in the county in which he resides, and have the court there pass upon what is a reasonable maximum rate for the shipping of a certain commodity a certain distance, and the jury fixes the rate say at 24 cents per 100 pounds for 100 miles, and a shipper living in a different locality is obliged to submit the same question to a different jury, and such jury finds that a reasonable maximum rate for the same commodity for 100 pounds for 100 miles is less, how and in what manner can it be said that under such conditions a uniformity in rates can be legally established?

If it is the policy of the laws of this state to prevent discrimination against either persons or localities, then it would seem that a law ought to be enacted whereby a schedule of maximum rates might be legally established which would be binding both upon the shipper and the railway company, without compelling the shipper to expend large sums of money in a multiplicity of suits to establish what might be ascertained and decided in one action.

If the board of railroad commissioners is empowered, and it is its duty, to establish and promulgate reasonable maximum rates for the transportation of all commodities within the state, then it would seem that if they fail through error or judgment, or otherwise, to so adopt, establish, and promulgate such rates, either the shipper or the railway company should have the right to take an appeal from the decision of the board and thereby legally establish that which the statute undoubtedly attempted to provide a way to have determined.

If the statutes of this state are not clear and explicit enough to extend to the people thereof the right and authority to have the question of reasonable maximum rates established without a multiplicity of suits, and without unnecessary delay and vexation, then, in the opinion of this board, such legislation should be enacted whereby they may be fully protected in procuring such rates without unnecessary litigation, delay and vexation.

NATIONAL MEETING OF COMMISSIONERS.

The board, together with its secretary, attended the national meeting of state railroad commissioners with the interstate commerce commission, held in May of this year at St. Louis, Mo., instead of its usual place of meeting, Washington, D. C.

The commissioners, together with their secretaries, were in attendance from practically all of the states having railroad commissions.

The questions which came before this body for discussion and mutual conference are of the utmost importance to shippers, the traveling public, and the common carriers.

It will be readily understood, and must be conceded by all who are impartially interested in these subjects, that one of the most important elements involved in the whole transportation question is that of uniformity of reasonable maximum rates for the transportation of freight and passengers, and that such uniformity should not only be observed and enforced within the state, but also with equal force and effect without the state.

In these annual conventions the advantage and knowledge, as well as the experience of the several commissioners and the interstate commission are brought before the body, this feature of the work having many times proven of great benefit to those in attendance, in the discharge of the duties imposed upon them by the statutes of the different states.

At this meeting Mr. W. W. Ainsworth, secretary of the Iowa commission, as chairman of the committee on delays in enforcing orders of railroad commissions in the courts, presented and discussed the report of that committee, which is herewith submitted and made a part of this report.

In that report, as well as that on uniform classification, the Iowa board was represented by its secretary.

There is every indication that the convention of 1898, which will be held in May next at Washington, D. C., will be the most important in the history of the organization.

The state of Iowa was honored by the selection of Commissioner Charles L. Davidson as chairman of this national association for the ensuing year.

Commissioner Edward A. Dawson was made a member of the committee on uniform classification, and Secretary W. W. Ainsworth was continued as chairman of the committee on enforcing orders of state commissioners in the courts.

ORGANIZATION OF THE BOARD.

The term of office to which Edward A. Dawson of Waverly, had been appointed, expired on January 11, 1897, and he, having been elected to succeed himself, duly qualified and began his duties for the present term on that date.

On the same date the board of commissioners organized by the election of Charles L. Davidson, of Hull, Sioux county, chairman; William W. Ainsworth, of Des Moines, as secretary; and Dwight N. Lewis, of Des Moines, as clerk for the ensuing year.

Respectfully submitted,

CHARLES L. DAVIDSON,
EDWARD A. DAWSON,
GEO. W. PERKINS,

Commissioners.

Attest: WILLIAM W. AINSWORTH,
Secretary.

DECISIONS OF COMMISSIONERS.

DECISIONS OF COMMISSIONERS.

No. 1—1895.

J. W. D. SWISHER, SIGOURNEY,
IOWA,

v.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

*Rehearing—application for an
overhead or open farm cross-
ing.*

DECISION OF COMMISSIONERS.

A rehearing was granted in this case on the application of the Chicago, Rock Island & Pacific Railway company, and on the 10th day of March, 1897, at the office of the railroad commissioners in Des Moines, Iowa, Carroll Wright appeared for the railway company and C. G. Johnston, of Sigourney, appeared for and in behalf of the land owners.

The only new evidence that was offered upon said hearing was testimony showing the death of J. W. D. Swisher, and the substitution of such heirs as are shown to have an interest in said real estate.

This case was very fully and ably argued on both sides. For a full and complete statement of the facts reference is herein made to the former decision rendered by the commissioners on the 12th day of March, 1895. It is found on pages 115, 116, 117, 118 and 119 of the report of the board of railroad commissioners for the year 1895.

In that decision the judgment of the commissioners was that "under all the circumstances the present crossings provided for the complainant are not adequate, and that said complainant is entitled, under the law, to what is known as an open crossing at such reasonable place as may be by him designated, and said respondent, the Chicago, Rock Island & Pacific Railway company, is hereby so informed."

From a careful and impartial investigation of the conditions existing in regard to this controversy between the land owner and the railway company we have reached the unanimous conclusion that the former decision ought to be modified.

It was contended by the land owner at the rehearing that under the law and the decisions of the supreme court of this state, citing *Gray v. Burlington & Missouri*, 37 Iowa, 119; *Boggs case* in 54 Iowa, 435; *Haskett v. Wabash*, 61 Iowa, 568, the land owner is entitled to an open crossing over the railway company's right of way between the residence of the land owner and the highway. We are of the opinion that under the decisions of the supreme court, and especially the case of *Gray v. Burlington & Missouri*, reported in 37 Iowa, page 119, also the *Boggs case* in 54 Iowa, 435, that the contention of the land owner must be sustained.

That the land owner or any other person should not be permitted to use such crossing for the purpose of allowing live stock to go upon and remain thereon, and that when stock is permitted to pass over and upon such crossing it shall be in charge, and under the immediate control, of some person or persons.

That under the present conditions of this land and the purpose for which it is used, we believe that a good and lawful fence should be erected and maintained on each side of the private roadway, to be used by the land owner in going to and from his residence and the public highway; that this fence should be kept and maintained by the land owner at his cost and expense, except where same crosses the railway company's right of way, and that no stock should be allowed or permitted to remain on said private roadway except when in charge, and under the immediate control of some person or persons as aforesaid.

That we are of the opinion that this crossing is such a dangerous and hazardous one that by permitting live stock to go at will and unrestrained over and across the company's right of way at this crossing, would greatly endanger the property of the railway company and the lives of the employes, as well as the traveling public.

It is, therefore, ordered and adjudged by the board of railroad commissioners of the state of Iowa, that the Chicago, Rock Island & Pacific Railway company shall construct and maintain at its own cost and expense, a good and suitable private crossing at grade, with cattle guards and wing fences, upon the railway company's right of way at a point at the east end of the cut and on the private crossing now in use by the owner or occupier of the premises in question, and that said crossing shall be constructed and maintained by the railway company as aforesaid, after and upon condition that a private roadway leading from the public highway to the residence of the land owner shall have been enclosed on each side with a good and lawful fence; that the land owner shall, as soon as said private road-

way is legally and lawfully fenced as aforesaid, give said railway company thirty days' notice in writing thereof, and that within thirty days after the receipt of said notice said railway company shall construct and maintain said open crossing as herein provided.

DES MOINES, Iowa, June 23, 1897.

No. 1666—1896.

M. T. PATTEN, LOHRVILLE, IOWA,

v.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY,
DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY.

Rehearing—application for Wye.

DECISION OF COMMISSIONERS.

A rehearing was granted in this case, and on the 25th day of May, 1897, the respective parties appeared at the office of the railroad commission in Des Moines, the Chicago and North-western Railway company being represented by Judge N. M. Hubbard, the Des Moines, Northern & Western Railway company by Mr. F. C. Hubbell, and Mr. M. T. Patten appearing for himself. For a report of this case see report of 1896, page 25.

There was considerable testimony offered on the part of the Des Moines, Northern & Western Railway company to show that the estimate submitted to the railroad commissioners at the former hearing was too high; that upon the rehearing there was no important testimony offered to show the necessity for the construction of this wye, but it was mainly directed to the cost of such construction. The testimony and facts submitted by Mr. Hubbell tended to show that this wye could be constructed at an expense of less than \$900.

While the commission, or some members thereof, are not fully satisfied that the testimony shows such a want, necessity and demand for this wye by the shippers and patrons in that locality as would justify a very large expenditure of money, yet they have concluded, owing to all the circumstances and conditions attending this case, that they ought to modify their former holding and order the construction of this wye.

From the testimony and statements submitted, the commissioners are of the opinion that the Des Moines, Northern & Western Railway company is so situated that it can build and construct this wye to a better advantage and at less cost and expense than the Chicago &

North-Western Railway company; that as the Des Moines, Northern & Western Railway company is the road desirous and anxious for the construction of the wye, it is, therefore, the opinion and judgment of the railroad commissioners that if an order is made for such construction it ought to be done by the Des Moines, Northern & Western Railway company.

It is, therefore, ordered and adjudged by the board of railroad commissioners that the Des Moines, Northern & Western Railway company within sixty days from the date hereof build and construct a connecting track or wye connecting the track of the Des Moines, Northern & Western Railway company with the track and rails of the Chicago & North-Western Railway company at or near the town of Lohrville, in the county of Calhoun, state of Iowa, where one railway crosses the other at grade; that such wye and connecting track shall be constructed upon the southwest angle of the two railways; that it shall be built and constructed of standard sixty-pound steel rails, laid upon standard oak ties, switches to be of the split-rail pattern with Ramapo stands, roadbed to be well graded and ballasted, and all to be constructed in a safe and reasonable manner, so that cars may be transported from the track of one company to that of the other in a safe, convenient and proper manner; that upon the completion of the construction of such connecting track or wye and when the same is ready for use and operation said Chicago & North-Western Railway company shall pay to the said Des Moines, Northern & Western Railway company a sum of money equal to one-half of the whole cost and expense of the building and construction of said wye and connecting track, but that said sum to be paid by the Chicago and North-Western Railway company shall in no case exceed the sum of three hundred and seventy-five dollars (\$375); that in the construction of said wye or track no excavation shall be made whereby any substantial injury shall be done to the property of the Chicago & North-Western Railway company, and that the use and convenience of the station grounds by the public shall not be impaired, injured or damaged by excavations or borrow pits or removal of earth.

DES MOINES, IOWA, June 23, 1897.

No. 1770—1897.

C. C. WERTZ, GREENE, IOWA,

v.

BURLINGTON, CEDAR RAPIDS &
NORTHERN RAILWAY COMPANY.

} *Site for coal house.*

Complaint filed November 19, 1896.

DECISION OF COMMISSIONERS.

Mr. C. C. Wertz, by letter to this board, stated that he had recently engaged in the business of selling coal at retail at Greene, Iowa, and that he had applied to the proper officials of the Burlington, Cedar Rapids & Northern Railway for ground to build coal sheds upon its side track, and stating that there was sufficient ground remaining therefor, not in use by the company, and further stating that there were two other coal dealers at that place who have all the ground allotted to them that they need, and requesting the board to take such steps as may be necessary to compel the railroad company to furnish the ground needed for such coal sheds.

The matter was submitted to the railway company by correspondence, and replying thereto, Mr. C. J. Ives, president of the railway company, interposed two objections to granting the request made by the commissioners, the first being that the railway company has furnished all the ground necessary at that station for coal sheds, as well as grain and live stock, which have been allotted or leased to two other coal dealers, and that there was no public demand therefor; and second, that the railroad commissioners have no authority or control over railway companies so far as the same relates to grounds which may be required for warehouses or other purposes, and in support of his position our attention is called to the case of the Missouri Pacific Ry. Co. v. State of Nebraska, ex rel, Board of Transportation, reported in Supreme Court Reporter, vol. 17, pt. 7, on page 181.

Considerable correspondence passed between the board and Mr. Ives upon this case and being unable to adjust the matter a day was fixed for a hearing at Greene, and all the parties notified thereof. At the hearing Mr. Wertz was present and also Mr. W. P. Brady, who represented the interests of the railway.

The facts upon said hearing were found to be about as follows: That Mr. Wertz, during the month of December, 1896, engaged in the retail coal business at Greene, Iowa; that up to about January 17, 1897, he had handled about fifteen or twenty carloads of coal and

had sold nearly that amount; that four carloads thereof were hard coal; that it was claimed by Mr. Wertz that the price of hard coal had declined from \$9 per ton to \$8.50, which he claimed was solely due to competition among the coal dealers; that he has purchased, a short distance from the side track of the railway, a small piece of ground and that he has now erected thereon a coal shed about 20x40 feet; that he is obliged to carry the coal from the car to shed in wagons when it is not delivered from the car to his customers, thus necessarily increasing the expense of the coal, we think from the information we obtained from Mr. Wertz, at least 25 cents per ton. Mr. Wertz admits that the other coal dealers, so far as being able to furnish and provide coal for the inhabitants living in and about the town of Greene, is ample and sufficient to meet all public demands.

We find that the two coal dealers who have been allotted privileges upon the land of the company are substantial and active business men, carrying a large stock of coal, and are in a situation to carry in stock and furnish all the coal necessary to meet the demands therefor in that locality; that no complaint is made that the price of coal is higher at this station than at others located in and about that particular section of the state; that both of said dealers deny that the decline in the price of coal was occasioned by competition, but was from other causes.

Whatever right the railroad commissioners have to pass upon and determine the questions herein submitted are derived from the general statutes of this state relating to the general powers and authority of the railroad commissioners. We have reached the conclusion that it clearly appears in this case that the railway company has furnished the necessary ground to the coal dealers at Greene, Iowa, for the purpose of handling coal at that station, and that ample and adequate means have been by the railway provided therefor, and that at this time there is no public demand for additional ground or privileges to handle coal at this station. The writer hereof is of the opinion that the railroad commissioners, in questions of this kind, can act only when the interests and demands of the public require it.

We cannot concur in the opinion entertained by Mr. Ives that this board, by reason of the Nebraska case above cited, has no authority or right to act in cases of this kind. From a careful reading of that case we are of the opinion that the question therein decided is not analogous to the one under consideration.

This board, as we understand, has always assumed to act in matters of this character, and until the courts hold that this board has no right or authority to so act, we are inclined to the opinion that

it is the plain duty of the commission to exercise that right in all cases when it believes that a question affecting the general public is concerned.

We have reached the conclusion in this case that we ought not to make an order requiring the railway company to furnish additional ground for the handling of coal at this station, for the reason stated in the first ground of this ruling, and the application is therefore dismissed, with the right at any time, in case the conditions now existing at Greene should change, to apply for a change or modification of this ruling.

DES MOINES, Iowa, February 4, 1897.

No. 1771—1897.

WILLIAM M. ANDERSON, SAINT
CHARLES,
v.
DES MOINES & KANSAS CITY
RAILWAY COMPANY.

} *Farm crossing at grade; crossing
on alley.*

Complaint filed November 19, 1896.

DECISION OF COMMISSIONERS.

A communication was duly received by the board, dated November 19, 1896, from Dr. William M. Anderson of St. Charles, Iowa, stating in substance that the Des Moines & Kansas City Railway company, in making its recent change in the location of its line of railway through St. Charles, had deprived him of reasonable means of reaching his land. This matter was taken up with Mr. A. C. Goodrich, general manager of the railway company, for the purpose of reaching a mutual agreement between the land owner and the railway company, but on account of the place where Dr. Anderson requested the crossing to be made, the railway company deeming it an unreasonable one, refused to build or construct a crossing. Thereupon the board fixed February 2, 1897, as time for hearing of such complaint at St. Charles, giving all parties interested therein due and timely notice thereof. At the date fixed the board met with Dr. Anderson, together with President Hughes and General Manager Goodrich, and fully investigated the claim of Dr. Anderson, as well as the position taken by the railway company. The facts in relation to that part of the claim made in reference to the street crossing, which is one subsequently made to the one filed originally in this

case, are about as follows: That Dr. Anderson owns a small lot or parcel of land within the corporate limits of the town of St. Charles, on the northerly side of the railroad track and adjoining an alley, extending along one side of said lot or parcel of land and up to the railway company's right of way, and possibly said alley may extend over and across the company's right of way. Upon this latter point, however, the board is not fully advised, but for the purpose of this case it will be treated the same as though it was fully established over and across the company's right of way. That immediately opposite and on the other side of the company's right of way the land is not owned by Dr. Anderson, but by other persons; that the alley is now used as such on the northerly side of said railway right of way, but is not so used on the other side of said right of way; that St. Charles is a town of less than 500 inhabitants; that it has three or more good grade street crossings, located at suitable and convenient places for the use of the public over and across the company's right of way, one of which crossings is upon a street extending along the same block in which the alley in question is located, and another but a short distance in an opposite direction; that Dr. Anderson asks and requests the establishment of a grade crossing over and along where the alley crosses the company's right of way; that the farm of Dr. Anderson, and the one upon which he asks another crossing, is located a short distance from and adjoining the town of St. Charles, this farm containing something over eighty acres and is divided by the railway company's track and right of way, the company's right of way extending within about fifty feet of the dwelling house and barn upon said farm; that immediately opposite the house and barn is a deep cut, perhaps ten to twelve feet in depth, in which cut the railway track is laid; that a short distance from the barn, and between the barn and the town of St. Charles, there is a suitable and convenient place for a grade crossing, the track and roadbed at this point being about on the natural surface of the ground; that he has no crossing or other means by which he can go from one piece of his land to the other without going first upon the public highway and crossing the company's right of way.

The board has reached the following conclusions: That the complainant, Dr. Anderson, is not entitled at this time to a crossing over and across the company's right of way where the alley extends over such right of way, or at any other place opposite or adjoining his land or lots within the town of St. Charles, for the reason that there is no such public demand or necessity therefor, as would authorize or justify the board in requiring the railway company to

make the additional cost and expense in the construction thereof, and for the additional reason that it would increase the hazard and danger to the employes of the railway company as well as the traveling public by making an additional grade crossing at this point. One other point, while no question was made in regard thereto, is the right to compel a railway company to build a grade or other crossing at a point where an alley extends over a railway company's right of way. While this question has not been discussed or presented and it is unnecessary to decide it at this time, yet there is a doubt whether this board has the authority to compel a railway company to construct and maintain a grade or other crossing upon an alley where the same crosses the railway company's right of way. There might be such a condition of things that would require such an order, but certainly it would be unusual. As we understand it, alleys are not public thoroughfares in the same sense and to the same extent as streets, but they are ordinarily used for the accommodation of those having business upon the immediate property adjoining such alleys. We are, therefore, of the opinion that the claim of Dr. Anderson for a grade or other crossing over the company's right of way at this point must be denied. The demand and request for the farm crossing, we think, should be granted, and it is the opinion of the board of railroad commissioners that on or before the first day of May, 1897, the Des Moines & Kansas City Railway company shall construct and maintain a good and substantial crossing for the said Wm. M. Anderson, upon his said farm, at grade at any place or point where the said Wm. M. Anderson may designate by visible stakes or other means, but the same shall be at some place or point where there is neither a cut nor a fill, but where such track and roadbed rest, as nearly as may be, upon the natural surface of the ground, and in case the said Anderson fails or refuses to point out or designate such place upon the request of the railway company, then the railway company shall have the right to construct such crossing at such place as it may deem advisable; that the said railway company shall also provide and erect substantial and convenient gates at such crossing and keep the same in good repair for the use and convenience of the said Anderson.

DES MOINES, Iowa, February 11, 1897.

No. 1772—1897.

DES MOINES & KANSAS CITY
RAILWAY COMPANY,

v.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.*Wye near Bevington.*

DECISION OF COMMISSIONERS.

On the 18th day of March, 1897, there was received by the board of railroad commissioners an application in writing from Mr. A. C. Goodrich, vice-president and general manager of the Des Moines & Kansas City Railway company, asking for the construction of a wye connecting the above named railway with the Chicago, Rock Island & Pacific railway at a point about twenty-one miles south of the city of Des Moines in Warren county, where the Des Moines & Kansas City railway crosses at grade what is known as the Winterset branch of the Chicago, Rock Island & Pacific railway, and it is stated and represented in said written application, substantially as follows:

That the side-track of the Chicago, Rock Island & Pacific railway at that place, west of the station is owned by the last named company, and that the wye between the Des Moines & Kansas City railway and the Chicago, Rock Island & Pacific railway is owned by the Des Moines & Kansas City railway; that the west end of the track of the wye is not connected with the side or main track of the Chicago, Rock Island & Pacific railway, thereby preventing any interchange of business originating on the line of the railway operated by the Des Moines & Kansas City, and destined to points along the line of the Chicago, Rock Island & Pacific Railway company, or the interchange of business originating on the line of the Chicago, Rock Island & Pacific Railway company destined to points along the line of the Des Moines & Kansas City railway. Further alleging that "shipments have been offered to the Des Moines & Kansas City railway destined to points west of said crossing on the line of the Chicago, Rock Island & Pacific railway; that the Chicago, Rock Island & Pacific has been requested to join in a connection, but that it refuses to make the same," and further alleging "that the expense to the Chicago, Rock Island & Pacific Railway Company would not exceed \$100."

Afterwards, about the 25th day of March, 1897, the attention of the Chicago, Rock Island & Pacific Railway company was called to said application and a copy thereof transmitted, and about the 6th day of April, 1897, the Chicago, Rock Island & Pacific Railway company, through its attorney, Mr. Carroll Wright, submitted in writing the objections of the Chicago, Rock Island & Pacific Railway company to the construction of said wye.

Mr. Wright states that

It is true that the Chicago, Rock Island & Pacific Railway company has declined to make this connection for the following reasons, among others: that there is no town of any kind or character at the crossing; neither road has any station there; neither road sells tickets at that point, and neither road has anybody in charge to look after, take care of, or protect any cars that might be left at such crossing by either one of the lines. And also stating "it was manifest that it would not do to switch cars onto such side-tracks without there being some one in charge at that point to look after the same." Also averring that "there is no necessity whatever for such connection, for the reason that the Chicago, Rock Island & Pacific is enabled to take care of freight destined to any point on the Winterset branch by its own lines; that its territory is very much larger than the Des Moines & Kansas City, and it reaches and can reach all the territory that is reached by the Des Moines & Kansas City; all freight destined to a point on the Winterset branch in carload lots can, in the nature of things, be likewise handled by the Rock Island." And further averring "that no freight in carload lots has ever been tendered to the Rock Island at this crossing, and in view of the limited length of line of the Kansas City road it is hardly probable that any amount of freight will ever be tendered to the Chicago, Rock Island & Pacific railway at that point. That the Des Moines & Kansas City does not run into a territory that will enable it to bring to the Chicago, Rock Island & Pacific railway at that crossing a sufficient amount of freight to warrant the expense of putting in the connection, let alone the expense that would be involved in the employment of parties to protect, care for and watch the same while on such connecting track, and that it is obvious that such connection would be of no advantage whatever to the Chicago, Rock Island & Pacific railway, therefore the expense of such connection and the employment of sufficient persons to watch the property should be borne entirely by the Des Moines & Kansas City railway, if it should be deemed expedient to require such connection."

Mr. Felix T. Hughes, attorney of the Des Moines & Kansas City Railway company, replying to the statements of Mr. Wright, submitted in writing, under date of April 20, 1897, the following:

The Des Moines & Kansas City Railway company are in receipt of a copy of the answer of Mr. Wright, attorney for the Chicago, Rock Island & Pacific Railway company, stating reasons why that company should not be required to join in station facilities prayed for by the Kansas City company. The Kansas City company, in reply, begs leave to call the attention of your honorable board to the case of citizens of Winterset, St. Charles and Truro, Iowa, against the Chicago, Rock Island & Pacific Railway company, found in railroad commissioners' report for 1892, at page 755, in which it will be seen that practically all the questions which are now raised by the Rock Island company, were in that case raised and held not sufficient as against the complaint of the petitioners therein for better passenger station facilities. Your honorable board found that at that time, February 4, 1892, that the travel to Indianola and Winterset, the county seats of Warren and Madison counties, was very considerable and this seems the only available route by rail. This petition was signed by 114 citizens of St. Charles, 79 from Truro and 109 from Winterset, setting forth the necessity for such better accommodations. Upon the hearing of that case your honorable board

ordered that a room not less than 14x16 feet should be provided and kept warm, lighted and opened for the ingress and egress of passengers a reasonable time before the arrival and after the departure of all trains carrying passengers. Such room to be made ready within ninety days from the entering of this decision. Your petitioner now shows that at that time the Kansas City road was a narrow gauge road, and was not in position to do general joint freight work, especially in carload lots. Since which time, however, it has been made a standard gauge and connected in ownership and operation with the Keokuk & Western Railway company. It will be observed by the general maps that many an important railway connection is made with this company, and while it may be true that the Des Moines company in 1892 was neither so "long" nor so "broad" as the Rock Island company, it is now as "broad" and, with its connections with other railways in this country, possibly may reach as far and as many people as the "great Rock Island route." But whether that be true or not the people of Iowa and other states have the right to send their freight either in carloads or less than carloads over the Des Moines & Kansas City railway to Indianola, Winterset and other points on the Chicago, Rock Island & Pacific railway, or over it to points on other connecting roads. It is shown in the original petition of our vice-president and general manager, Mr. Goodrich, that freight has been offered to the Kansas City company for points on the Chicago, Rock Island & Pacific railway and, no doubt, would be offered to the Rock Island company for points on the Kansas City line, if proper facilities were at hand for the safe and convenient interchange of business. It is respectfully submitted that the prayer of your petitioner be granted.

The board fixed August 3, 1897, to inspect the crossing in question, and extended to each of the parties an opportunity to present such facts as they might deem material and pertinent to the matter under consideration, namely, the construction of the wye in question.

Upon the date fixed Mr. Hitt, general superintendent of the Chicago, Rock Island & Pacific Railway company, and other officers and employes of such company, and Mr. F. T. Hughes and Mr. A. McCrae also appeared in behalf of the Des Moines & Kansas City Railway company, and all of the parties interested submitted to the board statements and the claims of the respective railway companies in regard to the construction of said wye and the public demands therefor, as well as the objections thereto.

The board, from a personal inspection and from knowledge obtained by official means, find the facts to be substantially as follows: That the Des Moines & Kansas City Railway company is operating a line of railway beginning at the city of Des Moines and extending in a southerly direction to the town of Cairsville, in the state of Missouri, a distance of about 112 miles, this line being operated in connection with the Keokuk & Western railway, both lines being operated under the same management; that what is known as the Winterset branch is operated by the Chicago, Rock Island & Pacific Railway company, beginning at the city of Des

Moines and running in a southwesterly direction to the town of Winterset, a distance of about forty-seven miles. This line, however, is operated in connection with the trunk line of the Chicago, Rock Island & Pacific railway; that the Des Moines & Kansas City railway prior to November, 1896, was a narrow gauge line, but that since that date it has been changed to a standard gauge and is now operated as such; that during the time said Des Moines & Kansas City railway was operated as a narrow gauge railway there was constructed at said crossing a wye or transfer track for the purpose of switching freight in carload lots to and alongside of the line of the Chicago, Rock Island & Pacific railway, and that the ties, steel rails and other material used in the construction of said wye are now upon the roadbed and used in the operation of said wye; that some parts of said roadbed have been removed by water; that there is a need of some new ties to make connection with the side-track of the Chicago, Rock Island & Pacific railway; that the expense of repairing said wye and putting it in a reasonably fair condition for use and operation would not exceed \$100, over and above the cost of the connections; that during the year 1892 the board of railroad commissioners made an order that the Des Moines & Kansas City Railway company and the Chicago, Rock Island & Pacific Railway company should construct and maintain a station at the crossing in question; that such station was constructed and is now maintained and in use by both of said railway companies, and that there is a person in charge of said station who is in the employ of both of said companies.

From correspondence submitted to and received by this board from Alexandria, Mo., and Truro, Iowa, as well as other points along the lines of said railways, it is claimed that if the wye in question was constructed, lumber, coal and other products, which are situated along the line of the two railways, would, to a considerable amount, be shipped and handled over the Des Moines & Kansas City and the Keokuk & Western railways, destined to Indianola, Winterset and other points, and that shipments to a considerable amount would be transported over the Winterset branch of the Chicago, Rock Island & Pacific railway, destined to points on the Des Moines & Kansas City and Keokuk & Western railways.

It was urged in behalf of the Chicago, Rock Island & Pacific Railway company that there would not be a sufficient amount of business interchanged between the two railways if the wye was constructed to justify the expense of constructing and maintaining it, and that all cars would have to be inspected by an inspector while upon the wye in question.

We have given this case the consideration, in our judgment its importance demands, and we have reached the unanimous conclusion that under the facts and conditions disclosed in the investigation of this question, and taking into consideration the small cost and expense necessary to complete said wye ready for operation, and the advantages thereof to the public doing business along the lines of the different railways, that it is our duty to make an order requiring the two railway companies to make the connection asked for, and that each railway company shall pay one-half of the additional expense and cost necessary to complete said wye ready for use.

It is, therefore, ordered by the board of railroad commissioners of the state of Iowa, that the Des Moines & Kansas City Railway company shall, within sixty days from the date hereof, complete the connection asked for by a track built in a safe and proper manner, and well ballasted, on or near the location of the present wye as heretofore described, and when so completed, then the Chicago, Rock Island & Pacific Railway company shall at once, and without unnecessary delay, make the connection with its side or main track, and the case may be, and shall upon demand, pay to the said Des Moines & Kansas City Railway company, one-half of the additional cost and expense thereof, after using whatever proper material may now there in the present wye, not, however, including the cost of connections with the track of either railway company; each railway company to furnish and make its own connection.

DES MOINES, Iowa, October 8, 1897.

No. 1773—1897.

[C. BROWN, ET AL., WATERLOO,
IOWA,

v.

CHICAGO GREAT WESTERN RAIL-
WAY COMPANY AND ILLINOIS
CENTRAL RAILWAY COMPANY.]

Application for a Wye. □

DECISION OF THE COMMISSIONERS.

About the twentieth day of June, 1897, there was filed in the office of the railroad commissioners of the state of Iowa, a petition signed by Mr. M. C. Brown and twenty-four others, wholesale merchants and manufacturers, all residents of the city of Waterloo, Iowa. The substance of the petition is as follows:

Realizing the disadvantage under which we are placed on account of there being no means of interchanging carload business between the Illinois Central

and Chicago Great Western railroads, and knowing that if the matter was brought to your attention, you would order a connection between the two lines in the city of Waterloo, Iowa, we, the undersigned, representing industries directly interested, do respectfully request that you take the matter up with the proper officials of the different companies and advise us at as early a date as possible whether or not they are willing to establish such a means of interchanging business, and in event of refusal of both or either of said companies, we request that you order the connection made.

(Signed): M. C. Brown, wholesale crockery and glassware; J. B. Young, coal, wood and ice; F. E. Friend, secretary Neely-Bryant lumber company; Claus Junge, coal and wood; The H. H. Palmer Co., by A. L. Palmer, treasurer, wholesale egg packers; J. R. Vaughan, implement and vehicle dealer; The Waterloo Gasoline Engine Co., by E. D. Miller, manager; The Holzer & Erpelding Co., wholesale fruits; The Fowler Co., wholesale grocers; Wangler Bros., wholesale druggists; The Waterloo Saddlery Co., wholesale saddlery; W. H. Bachman, wholesale implements; J. T. Coolidge & Co., wholesale and retail dry goods; Cutler Hardware Co., per Whitaker, wholesale and retail hardware; P. S. Goseviller, wholesale beer; The A. J. Cushman Co., creamery supplies; Beck, Nauman & Watts Co., lumber, sash and door factory; Herrick Refrigerator and Cold Storage Co., F. L. Northey, secretary, manufacturers of refrigerators, etc.; Thos. Cascaden, manufacturer of implement specialties; Davis Gasoline Co., manufacturers of gasoline engines; Henry Weis, manufacturer of egg cases; Ricker & Brat-rusher Lumber Co., wholesale and retail lumber; E. B. Walker, Waterloo Storage and Transfer company.

That afterwards the board received the following communication dated Waterloo, Iowa, to the board of railroad commissioners, Des Moines, Iowa:

Recently we signed a petition requesting the ordering of a "Y" between the C. G. W. R. R. and Illinois Central tracks in this city. A more careful investigation of the subject leads us to believe that it is not for the best interest of this community to have the petition granted. Will you, therefore, kindly consider that our name is withdrawn from the petition asking for the ordering of the "Y"? We remain, Very respectfully,

SMITH, LIGHTY & HILLMAN CO.

GEO. E. LIGHTY,
Secretary.

That the following remonstrance was also filed in the office of the railroad commissioners:

To the Board of Railroad Commissioners of Iowa:

We the undersigned shippers and receivers of freight, and located on the line of the Illinois Central railroad, in Waterloo, Iowa, respectfully remonstrate against the petition before your honorable board asking that a "Y" connection be made between the Chicago Great Western railway and the Illinois Central railway in Waterloo, Iowa.

We can see no reason why such connection should be ordered. The present facilities of shippers and handlers of freight in said city are now adequate, and probably more satisfactory than if switching charges were taxed to such persons:

Union Mill Co., milling and grain; Waterloo Produce Co., by F. J. Tiedman, ltry packers; A. Zimmerman, wholesale liquor; Kelly & Langhill, well drill manufacturers; F. M. Shores, coal and wood; Meyers & Thee, lumber and coal alers; Goodman & Son, foundry; A. Gettelman, Brewing company's manager; C. Simmerling, wholesale liquors; A. Wood & Sons, ice, coal and wood; A. H. ult, Cedar valley manufacturer; J. T. Buskitt, Cedar valley manufacturer; muel Shilliam, stock shipper; S. F. Salisbury, Cedar Valley Manufacturing Co; Macfarlane, stone yard.

That the board fixed August 4, 1897, as the time when this application should be heard, and the city of Waterloo as the place where ch hearing should be had, due and timely notice thereof having en given all interested parties.

That at the time and place fixed for said hearing all the parties terested therein were present.

Messrs. Weis, Fowler, Smith, Vaughn and Cushman all made atements in regard to the wants and demands for a "Y" and in bstance stated that in handling the merchandise in carload lots ceived at Waterloo, they were obliged to haul by team from one ation to the other whenever they desired to distribute and ship ver a different line of railway than that upon which the carload was iginally received. That in many instances it was necessary to ave merchandise shipped from the south and west from points not ached by the Illinois Central railroad, this being true more espe ally in regard to the fruit trade. That when the shipments arrived

Waterloo in order to transfer to and transport over the Illinois entral, such transfers have to be made by team, and what is true in gard to shipments made over the Chicago Great Western railway was claimed applied equally as well to merchandise received over e Illinois Central railroad that had to be shipped and distributed ong the line of the Chicago Great Western Railway. It was also ated and represented that nearly all of the wholesale merchants as well as those engaged in the business of manufacturing were cated upon one or the other of the different lines of railway enter- g Waterloo.

We find that Waterloo claims a population of about 12,000 inhabi- ants, that it is a growing and energetic city doing a large whole- ale and manufacturing business. That the place where it is pro- posed to construct a "Y" is at a point beginning on Sycamore street mmediately north of the tracks of the main line of the Chicago reat Western Railway company, thence running in a northwesterly irection until it reaches East Sixth street at or near a point where ast Sixth street intersects with Water street; that said proposed "Y" crosses said East Sixth street diagonally in a northwesterly

direction until it reaches Water street, when it then runs in a north- erly direction until it intersects with the main track of the belt line of the Illinois Central railroad; that the distance it is proposed to construct the "Y" upon East Sixth street and Water street is over 200 feet; that the real estate, other than the streets where it is pro- posed to construct said "Y" is owned by the Chicago Great Western Railway company and is occupied by a tenant engaged in the busi- ness of manufacturing. Mr. Ham, the local agent of the Chicago Great Western Railway company at Waterloo, upon the hearing stated and represented that such tenancy was subject to the control of the Chicago Great Western Railway company, and that no objec- tion would be made by such tenant to the construction of said "Y" and that no damages would be claimed by either the Chicago Great Western Railway company or its said tenant for the land or prop- erty used in the construction of said proposed "Y" across the Chi- cago Great Western Railway company's real estate.

It was stated upon the hearing by both railway companies that the substantial cost and expense of constructing such "Y" and making the connections therefor, including material and labor necessary for such construction, to be about \$900. This was the estimate furnished by the engineer of the Chicago Great Western Railway company and admitted by the Illinois Central Railroad company to be sub- stantially correct.

That at the hearing Mr. Sullivan also appeared for the petitioners and presented in an oral argument the claim of the petitioners of the public necessity for such "Y."

The Illinois Central Railroad company was represented by Mr. J. T. Harahan, second vice-president, Mr. Benson and Mr. F. C. Platt, attorney for the last named company. No evidence or other state- ments were offered by the Illinois Central Railroad company upon the hearing, except the remonstrances heretofore set out in this opinion, unless it might be a statement filed by a number of the city council of Waterloo, protesting against the construction of said "Y."

Mr. Platt, in his argument, contended that as no authority was shown to have been given or granted by the city council of Waterloo for the laying of the tracks for the proposed "Y" that the board of railroad commissioners would have no authority to make the order even if they should find that a public demand or necessity existed therefor.

The statutes of this state extend to its cities and towns the power and authority to either authorize or forbid the location and laying down of tracks for railways and street railways on all streets and

alleys and public places therein, and allows the city council to say what streets, if any, shall be used for railway purposes and the extent and manner of the operation of such railways therein.

From an examination of the ordinances of the city of Waterloo we find that no authority, either expressed or implied, has ever been granted to the Chicago Great Western Railway company and the Illinois Central Railroad company, or either of such railways to use the streets upon which it is proposed to build, construct and operate this "Y." In fact we understand that no claim is made that such authority has been granted or given by the city of Waterloo, and if we are to consider the communications received by this board from certain of the councilmen of said city, we would be justified in readily reaching the conclusion that no authority would be given for the construction of said "Y." As these communications express the individual sentiment and opinion only of such councilmen and not the formal action of the council as a body, we are inclined to believe that the only purpose for which such protests should be received is in regard to the question of the public necessity for such a "Y," and the inconvenience and danger that its construction and operation might occasion. However, we have reached the conclusion that in the absence of an ordinance or other authority granted or given by the city council of Waterloo to said railway companies or either of them for the construction and operation of said "Y" upon its streets we would not have the power or authority to make a valid order herein.

The law provides that the orders of the board of railroad commissioners may be enforced by the courts of this state in a summary manner if such orders are reasonable. We are clearly of the opinion that an order to either or both of these railway companies to build, construct and operate the "Y" in question without first having the authority from the city council to use the streets in question, would be unreasonable and unwarranted, and would be clearly beyond the authority of this board.

We are, therefore, of the opinion that under the present conditions of this case, the claim of the petitioners must be denied with the right, however, to have a further hearing upon proper notice to all interested parties, in case a proper showing is made therefor.

DES MOINES, Iowa, September 21, 1897.

No. 1774—1897.

In the matter of the approval of an interlocking switch system or safety device at a grade crossing of the Chicago, Rock Island & Pacific and Wabash railroads at or near Belknap, Iowa.

Be it remembered, that on the 3d day of August, 1897, the board of railroad commissioners of the state of Iowa inspected and examined an interlocking switch system or safety device, equipped and to be operated jointly by the Chicago, Rock Island & Pacific Railway company and the Wabash Railroad company, at or near Belknap, Davis county, Iowa, and at a point where each of said railways crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa, hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, and the secretary thereof, at the city of Des Moines, state of Iowa, this 5th day of August, 1897.

Attest:

W. W. AINSWORTH,
Secretary.

CHARLES L. DAVIDSON,
Chairman.

No. 1775—1897.

In the matter of approval of an interlocking switch system or safety device at grade crossing of Chicago, Rock Island & Pacific and Chicago, Fort Madison & Des Moines Railways at Libertyville.

Be it remembered, that the board of railroad commissioners on the 4th day of June, 1897, inspected and examined an interlocking switch system or safety device, equipped and to be operated jointly by the Chicago, Rock Island & Pacific Railway company and the Chicago, Fort Madison & Des Moines Railway company, at or near Libertyville station, in the county of Jefferson, and state of Iowa, and at a point where each of said railways crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa, hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, and the secretary thereof, at the city of Des Moines, state of Iowa, this 10th day of June, A. D. 1897.

Attest:

W. W. AINSWORTH,
Secretary.

CHARLES L. DAVIDSON,
Chairman.

No. 1776—1897.

SAMUEL McCLURE, LEHIGH,

v.

MASON CITY & FORT DODGE RAILROAD COMPANY, BRULINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Transfer track or wye.

Petition filed October 8, 1896.

DECISION OF COMMISSIONERS.

On October 8, 1896, there was filed the following petition or letter:

LEHIGH, Iowa, October 6, 1896.

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

DEAR SIR—I desire to bring to the attention of your honorable board a matter which I think should be remedied. The Mason City & Fort Dodge railroad crosses the Burlington, Cedar Rapids & Northern railway at Clarion, Iowa, but they have no track connection at that point, although I understand land for that purpose was acquired by condemnation at the time the Mason City & Ft. Dodge railroad was built. There is considerable coal sold from this region to points on the Burlington, Cedar Rapids & Northern road which must be delivered to them at Belmond, causing an overcharge of from 5 to 30 cents per ton on all shipments destined to points west of Dows. I am not familiar with the law regarding the matter, but think there should be some way of compelling these roads to put in the connection, as it would be the means of reducing the cost of fuel to a great number of people, and would consequently be a public benefit. I have had the matter up with the Mason City & Fort Dodge railroad a number of times, but, so far, have been unable to get any satisfaction, and, as there does not seem to be any prospect of relief, take the liberty of bringing the matter to the attention of your honorable board. Yours truly,

SAMUEL McCLURE.

Copies of which were mailed October 16th to E. S. Hitchins, superintendent of the Mason City & Fort Dodge Railroad company, and to C. J. Ives, president of the Burlington, Cedar Rapids & Northern Railway company.

On October 22, 1895, Mr. E. S. Hitchins replied, expressing a willingness to "at any time bear our proportion of putting in a connection at that point."

November 23, 1896, Mr. C. J. Ives replied, saying:

I cannot think there is a sufficient demand for this expenditure to warrant the building of this track. The two roads have been operating there for a number of years, and there has seemed to be no use of going to this expense.

Notices having been sent to Mr. McClure and to each of the railroad companies interested, the commissioners visited Clarion on Friday, December 11, 1896, and made an inspection of the site of the proposed transfer track or "wye." The Mason City & Fort Dodge Railroad company was represented by E. S. Hitchins, superintendent. The Burlington, Cedar Rapids & Northern Railway company was not represented.

There was filed with the board of railroad commissioners the following table of rates showing the reductions in rates on coal from the Ft. Dodge coal fields to points in the northern part of the state, to ensue as a result of building this transfer track.

FROM LEHIGH, IOWA, VIA BELMOND, IOWA.		TO	FROM LEHIGH, IOWA, VIA CLARION, IOWA.	
Lump and nut.	Pea and slack.		Lump and nut.	Pea and slack.
1.15	.98	Burdette, Iowa	1.08	.85
1.16	.92	Popejoy	1.04	.83
1.08	.86	Dows	1.00	.80
1.16	.92	Galtville	.98	.87
1.24	.98	Holmes	.92	.74
1.28	1.01	Goldfield	.96	.87
1.38	1.07	Hardy	1.04	.83
1.40	1.10	Livermore	1.12	.89
1.44	1.13	Bode	1.16	.92
1.55	1.19	West Bend	1.24	.98
1.58	1.21	Rodman	1.28	1.01
1.64	1.23	Emmetsburg	1.36	1.07
1.67	1.27	Blairgowrie	1.40	1.08
1.70	1.29	Graettinger	1.44	1.11
1.71.5	1.30.5	Willingsford	1.47	1.13
1.74.5	1.32.5	Estherville	1.50	1.15
1.78	1.35	Superior	1.56	1.19
1.77.5	1.36.5	Spirit Lake	1.62	1.25
1.82	1.41	Lake Park	1.65	1.30
1.83.5	1.42.5	Harris	1.66.5	1.37.5
1.85	1.44	Ocheyedan	1.68	1.39
1.85	1.44	Sibley	1.71	1.32
1.91	1.50	Little Rock	1.74	1.35

A statement of coal delivered to the Burlington, Cedar Rapids & Northern railway by the Mason City & Fort Dodge railroad at Belmond for the months of September, October and November, 1896, and furnished for transfer at that point, made in response to an inquiry by the commissioners, shows that in September, eighteen cars were so delivered, thirty-seven cars in October and thirty-six cars in November. This statement also gives the destination of these cars, which was, in practically every case, to points on the Burlington, Cedar Rapids & Northern railway north of Belmond.

It is claimed by the petitioners that a transfer track at Clarion will in like manner, if not to a greater extent and amount, serve the necessities of the people living in the northern and western part of the state.

Section 1897 of the code of Iowa reads:

Any railway corporation, operating a railway in this state, intersecting or crossing any other line of railway, of the same gauge, operated by any other company, shall, by means of a Y, or other suitable and proper means, be made to connect with such other railway so intersected or crossed; and railway companies where railroads shall be so connected shall draw over their respective roads the cars of such connecting railway; and also those of any other railway or railroads connected with said roads made to connect as aforesaid, and also the cars of all transportation companies or persons, at reasonable terms, and for a compensation not exceeding their ordinary rates.

And chapter 24, laws Twentieth General Assembly, reads in part:

Such corporations, connecting or intersecting as aforesaid, shall also, whenever ordered by the railroad commission, so unite and connect the tracks of said several corporations as to permit the transfer from the track of one corporation to the other of loaded or unloaded cars designed for transportation upon both roads.

The crossing in question is on a slight fill and is favorably situated for constructing the desired transfer connection. It is deemed by the commissioners that the building of such a transfer track is practicable; that the commercial necessities involved and the interests of the public are of sufficient importance to require that the connection be made, and that the section of the code above quoted applies to this case.

It is, therefore, ordered by the board of railroad commissioners of Iowa that the Mason City & Fort Dodge Railroad company and the Burlington, Cedar Rapids & Northern Railway company shall, within ninety days after receiving this order, so unite and connect the tracks of the said corporations at or near Clarion, Iowa, as to permit the transfer from the track of one corporation to the other, of loaded or unloaded cars, and that the expense be equally borne by the corporations named.

Dated at Des Moines, Iowa, this 10th day of February, 1897.

No. 1777—1897.

TOWN OF ARCADIA, IOWA,

v.

CHICAGO & NORTHWESTERN RAIL-
WAY COMPANY.

} *Street crossing.*

Petition filed October 9, 1896.

DECISION OF COMMISSIONERS.

On the 9th day of October, 1896, a petition was filed with the board of railroad commissioners by Mr. F. M. Powers, in behalf of the town of Arcadia, stating that the town of Arcadia is a municipal

corporation duly organized under the laws of the state and that the Chicago & North-Western Railway company is operating its line of railway through the town of Arcadia, and that such railway crosses Florence street, being one of the streets of said town; that said street is duly platted and laid out as a street, and that the railway company has failed to construct at the point where said railway crosses Florence street, a good and sufficient crossing, and alleging that said crossing is fenced, and that the company refuses to open the same; that a request in writing had been made upon the railway company to open said street and put the same in good condition for travel by the public; that people residing in the immediate territory southwest of Arcadia would use this street in going to and from Arcadia.

The matter was brought to the attention of the railway company and Judge N. M. Hubbard, for the respondent, under date of October 24, 1896, answered the claim of the town of Arcadia quite fully, and stated at some considerable length the position of the railway company, which was, in substance, that the proposed crossing on Florence street was not necessary; that it would be a dangerous one both for those using the crossing as a highway, and the traveling public, as well as the employes of the railway company.

The parties not being able to reach an amicable agreement the board fixed January 7, 1897, as the time of hearing at Arcadia and gave all interested parties due notice thereof. Upon that date the claims of the town of Arcadia were fully investigated, Dr. Beitenmann and the members of the council of the town of Arcadia presenting the claims of the town, and Judge Hubbard appearing for and in behalf of the railway company.

From a personal inspection of the physical condition of the crossing in question, as well as all crossings now in use in said town, and the wants and demands for the opening of the street in question, the board finds the following to be substantially the facts in said case: That the track and roadbed of said railway extends about due east and west through said town, except the western portion thereof, where said track slightly deflects to the north; that the grade of said railway at its station in Arcadia and while passing through said town for about 500 feet west of said station, is about level, but that in approaching said station from each way there is a heavy grade; that Arcadia is a town of about 500 inhabitants, the business buildings of which are situated on the north side of the railway track, as well as the residence portion thereof, except five or six residences; that the streets are laid out in a northeasterly and southwesterly direction,

crossing said railway track diagonally and not at right angles; that Division street and Gault street extend through said town and across the railway track in a northeasterly direction; that the distance between the two crossings, that is, where Division and Gault streets cross the railway tracks, is about 600 feet; that the railway crossing on Division street is an underground one, well constructed and adequate for all ordinary highway purposes, except wagons loaded with unbaled hay and similar merchandise; that the railway crossing on Gault street is at grade and is intersected by Center street, which extends across said railway track at grade, the two crossings forming a junction upon the railway's right of way, thereby making a crossing nearly double the width of an ordinary street crossing at this point; that Florence street is located on the westerly side of said town, and is the boundary line thereof; that there is a public highway extending east and west about one-half mile parallel with the railway, on the south side thereof, and west of Florence street, the north terminal of which highway intersects with said Florence street; that Florence street extends south from where it intersects with said highway for a distance of about 180 feet, forming a junction and intersection with a street running east and west; that said public highway running parallel with said railway and that part of Florence street on the south side of the said railway track, together with the last named street, forms a public highway and thoroughfare that people residing in the immediate territory southwest of Arcadia use in going to and from Arcadia; that the plats introduced by both the town of Arcadia and the railway company show that Florence street has not been established across the company's right of way; that there is a deep cut in which the track of the railway is laid, beginning at Florence street and extending for some distance east; that on account of such cut or excavation the view of an approaching train from the east by the public attempting to cross the railway at this point from the north would be entirely or nearly obstructed; that about one-half mile west of Florence street there is a public highway running north and south extending to the south line of the right of way of the railway company, to intersect with the highway running east and west parallel with the railway track, being the same as hereinbefore referred to; that at a point directly opposite where the said highway running north and south, extends to the railway's right of way, is a suitable and convenient place where a roadway under the track of the railway company could be constructed without unnecessary or unreasonable expense, the natural surface of the ground being much lower than the established

grade of the railway company; that in case such underground crossing should be established it would involve the establishment of about 80 rods of highway, which would intersect with the established highway north of the railway track, which highway runs east and west and into and through the town of Arcadia; that if such highway was established no necessity or public demand would exist for the Florence street crossing; that it was stated by the railway company that it is its intention to reduce and lower the grade at Arcadia, and then all street crossings would necessarily be over the railway, but no definite time was stated, or could be with any degree of accuracy by those representing the railway company, when such grade would be so reduced and lowered.

We have reached the conclusion that we can not, at this time, grant the request of the petitioners in this case. Several objections to the establishment of this crossing were presented for the consideration of the commissioners, but which it seems unnecessary at this time to consider. It is sufficient to say that, in the opinion of the board, it would have no authority whatever to pass upon the questions submitted, when it appears that the town of Arcadia has failed to establish Florence street across and over the right of way of the railway company. The town of Arcadia, as we understand it, has exclusive jurisdiction over its streets and alleys, and until it has by proper proceedings, established a street over the right of way of the railway company, we are not clothed with the power or authority to pass upon the questions submitted in this case and grant the relief therein demanded.

DES MOINES, Iowa, February 18, 1897.

No. 1778—1897.

CITIZENS OF NEW BOSTON,

v.

ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY, AND ST.
LOUIS, KEOKUK & NORTHWEST-
ERN RAILWAY COMPANY.

} Union depot.

Petition filed October 13, 1896.

DECISION OF COMMISSIONERS.

On the 13th day of October, 1896, petition was presented to this board signed by A. J. Walter and sixteen others, asking that the Atchison, Topeka & Santa Fe Railway company and the St. Louis, Keokuk & Northwestern Railway company be compelled to build at

the railway crossing of the two roads at or near New Boston, a union depot, as provided by the code. The attention of the respective railway companies was called to such petition with the request that they comply with the prayer thereof. The railway companies replied by stating that a joint station would be impracticable at that crossing on account of one road passing above the other and that the business of the station would not justify them in maintaining a joint station at that point. It appearing to the board that no mutual agreement could be reached between the petitioners and the railway companies proper, timely notice was given the interested parties that the board would meet them at New Boston on the 3d day of February, 1897; that on the last named date the board, together with the officials of the St. Louis, Keokuk & Northwestern Railway company and of the Atchison, Topeka & Santa Fe Railway company, made a thorough examination into the merits of the application as well as the condition of the depots and grounds thereof and the shipping facilities of both railways. No formal appearance was made in behalf of the petitioners. The conditions at the stations of the respective railways and the facts in regard to the request of the petitioners are about as follows: That the station grounds and depots are about one mile from each other; that the St. Louis, Keokuk & Northwestern railway station is located within a very short distance from the business portion of the town of New Boston, and which town contains about 300 inhabitants and is situated about fifteen miles from the city of Keokuk; that no complaint was made against the St. Louis, Keokuk & Northwestern Railway company or the facilities for the shipping and handling of freight or accommodation extended to passengers; that this station is located about one-half mile from the railway crossing; that the station of the Atchison, Topeka & Santa Fe Railway company is situated on its right of way about one mile from the town of New Boston, and not within the corporate limits thereof; that no complaint is made as to the character of the building or the facilities thereof for receiving and handling freight or passengers; that the business transacted by the respective railways at the town of New Boston is very light; that it was estimated that the business transacted for the year 1896 at the town of New Boston by the Atchison, Topeka & Santa Fe Railway company did not exceed \$200, and that the business for the same length of time on the St. Louis, Keokuk & Northwestern railway would not exceed \$800; that the limited amount of business is accounted for largely by the proximity of the town of New Boston to the cities of Keokuk and Fort Madison; that the Atchison, Topeka

& Santa Fe railway passes under the St. Louis, Keokuk & Northwestern railway at the railway crossing, the Atchison, Topeka & Santa Fe line of railway being laid in a cut twenty to twenty-five feet below the other railway; that this cut extends for quite a distance each way; that at the point of under-crossing the Atchison, Topeka & Santa Fe is constructed on about a five degree curve, thereby obstructing the view of approaching trains, except for at a short distance; that the St. Louis, Keokuk & Northwestern crosses upon and at the natural surface of the ground and at this point is intersected by a well traveled and well established public highway; that it was estimated by the officials of the Atchison, Topeka & Santa Fe Railway company that the expense of moving its station, constructing stairways and platforms and other things necessary to maintain a station at this crossing would involve an expense of about \$1,000; that the construction of the Atchison, Topeka & Santa Fe railway was subsequent to that of the St. Louis, Keokuk & Northwestern railway; that we find as a further fact existing at this time, that there is no public or private highway or right of way established or extending to the station of the said Atchison, Topeka & Santa Fe Railway company, and that passengers and other persons having business at said station have no means of going to and from said station except by the mere sufferance of the land owners, and that such land owners are constantly making objections to such passengers and other people having business at said station passing over their private property. These are all of the material facts that the board deem pertinent to this case.

The statute of this state provides, among other things, that "all railroad corporations shall at all points of connection, crossing or intersection with the roads of other corporations, unite with such corporations in establishing and maintaining suitable platforms and station houses for the convenience of passengers desiring to transfer from one road to the other and for the transfer of passengers and baggage or freight, whenever the same shall be ordered by the railroad commission." No question is made by either of the railway companies respecting the right of the railroad commission to make the order requested in this case on the ground that the railway crossing is not at grade, therefore we do not at this time pass upon or determine that question. From the showing made in this case and from a personal investigation of the physical condition of the two roads at the point of crossing, as well as the amount of business transacted by each at their respective stations, taking into consideration the amount of travel and other business carried on or transacted

at these stations within the last year, and the expense necessary to move, construct and maintain the joint station at this crossing, we have arrived at the conclusion that it would be unreasonable for the railroad commission, at this time, to make an order for a joint station at this point.

We are not disposed to dismiss the hearing at this time for other reasons, which we will proceed to briefly state. The Atchison, Topeka & Santa Fe Railway company has constructed its station at a point upon its right of way not accessible by any public or private right of way, and passengers desiring to take passage upon the trains of said company, or those who wish to leave the same at this station, have no safe, convenient or other means of going to or leaving such station. It will be observed that this station is not within the corporate limits of the town of New Boston, and the inhabitants thereof or persons having business at this station have no means of redress or remedy for the unusual conditions found at this station, except by petition to the board of supervisors of Lee county, and under the statutes of this state such board may or may not grant the right to establish a highway to this station, such board having discretionary power in matters of establishment of highways. Should the passengers of the railway company be placed in such an unfortunate condition as the following: Suppose a passenger on the company's line of railway takes passage upon one of its trains for New Boston. Would he not have the right to reasonably expect, at least, that when he alighted from the train at New Boston, it being a regular station of the company, that some safe, convenient and adequate means had been provided for him to leave such station? And if the public had provided no right of way for such passenger to go to or from such station, then would it not be the plain and unmistakable duty of the railway company to provide the necessary means therefor? This board would not be obliged to go outside of the usual and ordinary daily transactions of passengers and those having business with the railway company to illustrate the force and reasonableness of its position upon this branch of the case. Suppose any passenger unacquainted with the peculiar conditions of this station should leave the company's train at this point, such passenger, whether man, woman or child, might be able, under ordinary conditions, to travel with safety and comfort, and yet would, under the conditions existing at this station, be wholly unable to successfully contend with and overcome the obstacles and difficulties confronting them. However, we express no opinion upon this branch of the case at this time.

We have reached the conclusion that this case ought to be continued for at least a reasonable time, with the right of anyone who may show that he has an interest therein, to ask for a further hearing thereof, and if no proper or suitable means of reaching the station of this company as it is now located has been provided, it may then be necessary to have such station removed and maintained at the railway crossing, at which point there is a well established highway.

DES MOINES, Iowa, February 11, 1897.

No 1779—1897.

In the matter of approval of an interlocking switch system or safety device at grade crossing of Chicago, Burlington & Quincy and Chicago, Rock Island & Pacific railways at Ottumwa, Iowa.

Be it remembered, that the board of railroad commissioners on the first day of October, 1897, inspected and examined an interlocking switch system or safety device, equipped and to be operated jointly by the Chicago, Burlington & Quincy Railroad company and the Chicago, Rock Island & Pacific Railway company, at or near Ottumwa station, in the county of Wapello and state of Iowa, and at a point where each of said railroads crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa and the secretary thereof, at the city of Des Moines, state of Iowa, this second day of October, A. D. 1897.

CHARLES L. DAVIDSON,

EDWARD A. DAWSON,

Commissioners.

Attest:

W. W. AINSWORTH,

Secretary.

No. 1780—1897.

PETITION FOR CONDEMNATION PROCEEDINGS AT OSKALOOSA, IOWA,
BY THE IOWA CENTRAL RAILWAY COMPANY.

In the matter of the petition of the Iowa Central Railway company for permission to condemn certain lands for additional depot grounds in the city of Oskaloosa, state of Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the appli-

cation of the Iowa Central Railway company to this board, stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds, 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 reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Commencing at the northwest corner of block No. two (2) in Talbott's addition to the city of Oskaloosa, Iowa, running thence east sixty (60) feet, thence south one hundred and thirty-six and one-half (136½) feet, thence west sixty (60) feet, thence north one hundred and thirty-six and one-half (136½) feet to the place of beginning.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instruction that the same be filed with the clerk of the district court of Mahaska county, state of Iowa.

Done at Des Moines, Iowa, October 23, 1897.

W. W. AINSWORTH,

Secretary of the Board of Railroad Commissioners of the State of Iowa.

No. 1781—1897.

In the matter of approval of an interlocking switch system or safety device at grade crossing of Chicago, Rock Island & Pacific and Burlington, Cedar Rapids & Northern railways at Davenport, Iowa.

Be it remembered, that the board of railroad commissioners on the 4th day of November, 1897, inspected and examined an interlocking switch system or safety device equipped and to be operated jointly by the Chicago, Rock Island & Pacific Railway company and the Burlington, Cedar Rapids & Northern Railway company at or near Davenport station in the county of Scott and state of Iowa, and at a point where each of said railroads crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, at the city of Des Moines, state of Iowa, this 5th day of November, A. D. 1897.

C. L. DAVIDSON,
Chairman.

No. 1782—1897.

In the matter of approval of an interlocking switch or safety device at grade crossing of Chicago, Rock Island & Pacific and Chicago, Milwaukee & St. Paul railways at Neola, Iowa.

Be it remembered, that the board of railroad commissioners on the fifth day of November, 1897, inspected and examined an interlocking switch system or safety device, equipped and to be operated jointly by the Chicago, Rock Island & Pacific Railway company and the Chicago, Milwaukee & St. Paul Railway company, at or near Neola station, in the county of Pottawattamie and state of Iowa, and at a point where each of said railroads crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, at the city of Des Moines, state of Iowa, this fifth day of November, A. D. 1897.

C. L. DAVIDSON,
Chairman.

No. 1783—1897.

In the matter of the approval of the interlocking switch system or safety device at grade crossing of the Chicago, Burlington & Quincy and Chicago, Rock Island & Pacific railways, at Fairfield, Iowa.

Be it remembered, that the board of railroad commissioners on the 30th day of November, 1897, inspected and examined an interlocking switch system or safety device, equipped and to be operated jointly by the Chicago, Burlington & Quincy and the Chicago, Rock Island & Pacific Railway companies, at or near the city of Fairfield, Jefferson county, Iowa, and at a point where each of said railroads crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossings without stopping, and the board of railroad commissioners of the state of Iowa hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, and the secretary thereof, at the city of Des Moines, state of Iowa, this 1st day of December, A. D. 1897.

Attest:

W. W. AINSWORTH,
Secretary.

CHARLES L. DAVIDSON,
Chairman.

CASES CLOSED BY CORRESPONDENCE.

CASES CLOSED BY CORRESPONDENCE.

C. 1784—1897.

J. C. RAYMOND, ATTORNEY KOS-
SUTH COUNTY, ALGONA,
v.
BURLINGTON, CEDAR RAPIDS &
NORTHERN RAILWAY COMPANY.

} Highway crossings.

July 10, 1895, Mr. J. C. Raymond, county attorney of Kossuth county, begun the following proceedings before the board:

To the Railroad Commissioners of the State of Iowa:

The undersigned respectfully represent that a public highway has been and is now established along and between sections 19 and 20, township 94, range 30, in Kossuth county, Iowa; that the Burlington, Cedar Rapids & Northern railway crosses said highway on the section line between sections 19 and 20-94-30; that said highway has not as yet been opened to public travel, but now it has become necessary to use said road for the convenience of the public and for the use of such persons as reside in the vicinity; that said road has been worked on this line of road and has been used by the public for a number of years except as across said railway; that said railway has been notified by the proper authorities to put in a crossing on and over their said railway and permit the public to cross the same and has neglected and refused to put in a crossing, and your petitioners request that you will fully investigate said matters as herein stated, and order said railway to put in said crossing and remove all obstructions from their right of way that interfere with travel thereon.

There are two other crossings in the same township in like condition.

HENRY BELL,
JOHN MERTZ,
W. A. SCOTT,

Trustees of said township.

J. C. RAYMOND,
County Attorney.

President C. J. Ives was furnished a copy of Mr. Raymond's complaint with the request to "make early reply." No reply having been received, on July 29th he was again asked to "advise the commissioners of your conclusion," and Mr. W. P. Brady, general agent, replied as follows:

CEDAR RAPIDS, Iowa, August 2, 1895.

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

DEAR SIR—I desire to acknowledge receipt of two communications from your honorable board, one of which enclosed copy of petition of Henry Bell, John Mertz and W. A. Scott, trustees, and J. C. Raymond, county attorney of Kossuth county, asking your honorable body to intercede to secure the opening of a public highway across our track on the section line between sections 19 and 20, township 94, range 30, west of the 5th P. M., in Kossuth county.

The only reason the request of your petitioners has not been complied with heretofore is that this proposed road if conveyed across our track on the section line would strike a twenty foot iron girder bridge over the creek that runs across the section line at that point. It would be both unjust and unreasonable for the officials of Kossuth county to expect us to maintain a crossing at that point, and it would be utterly impracticable to do so. We would be very glad to entertain any reasonable suggestions looking towards conveying the highway across the track at some other point near that vicinity off of the section line, and would act on any reasonable recommendations that the board might see fit to make to accomplish that end.

I enclose you a plat that will give you a general view of the highway as it would cross our line as now located.

Yours truly,

W. P. BRADY,
General Agent.

A copy of Mr. Brady's statement was sent Mr. Raymond, accompanied by the following letter:

DEAR SIR—Enclosed please find copy of the reply of the Burlington, Cedar Rapids & Northern Railway company to the petition of Henry Bell, *et al.*, asking the opening of a public highway across their track on the section line between sections 19 and 20, township 94, range 30, to which your attention and further answer, if you have anything more to lay before the board, are requested. The company transmits with its reply a tracing of that portion of township 94 comprising the locality in question, the tracing showing that the proposed highway "would strike a bridge over the creek that runs across the section line at that point." A copy of this tracing will be forwarded upon request, but it is presumed that you are entirely familiar with the locality, and that the copy will not be necessary to a full understanding of the situation.

And under date of August 5th, Mr. Raymond submitted this statement:

GENTLEMEN—In reply to yours of the third, in relation to Burlington, Cedar Rapids & Northern Railway company opening highway across their railway between sections 19 and 20, township 94, range 30, will state that the railway company at the time of the construction of their road had actual knowledge of this highway, and with this knowledge put in their bridge in about the center of the highway. That this bridge is over a little ravine or draw, and could have just as well been put in at either side of this highway as to be located where it is. There is no creek or channel there, nothing but a little flat draw without banks. Under these circumstances it seems to us that it would be less expense for the railway, and that they ought to move their little bridge out of the highway and construct a crossing where we contend that it should be.

If we should cause the highway to be altered to go around their bridge, it would entail an expense upon us about equal to what it would cause the railroad company to move their bridge, and would cause the traveling public during the endless ages to come to travel around this little bridge which the railway has put in the center of the road, causing time and expense not easily computed. We insist that the railway company remove their bridge from the limits of this highway and construct a proper crossing for the use of the public.

We think that under the circumstances that they should do this. I have never personally seen the location of this bridge, but I understand from persons who know that there will be no trouble in making a crossing at this place, that the grade would be no higher, or about the same as it would be if we moved the highway around this little bridge of the railway.

J. C. RAYMOND.

This further communication from Mr. Raymond was, on August 15th, submitted to Mr. Brady with this suggestion:

After noting the enclosed, please make any further statements relative to this case you may deem advisable, and send the same to the board at an early day.

The case rested here until September 3d, when Mr. Raymond was advised as follows:

DEAR SIR—Again, referring to the petition of Henry Bell, *et al.*, in regard to crossing over the Burlington, Cedar Rapids & Northern, please advise by early mail whether you have had any further correspondence with the officials of that company, and whether the case has been adjusted. If not, the members of the board will visit the locality if necessary, and suggest that you make a date any time after next week, except the 24th inst.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

In reply to the proposition to visit the locality, Mr. Raymond says, on September 16th:

I have received a letter from the superintendent at Eagle Grove, stating he had reached an agreement with the people of Garfield township, which settles the difficulty, and the crossing will be put in. With many thanks for your assistance.

(Signed)

J. C. RAYMOND.

This will close the case.

C. 1785—1897.

W. F. WARNER, LUANA,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY.

} Insufficient depot grounds.

On July 25, 1896, the following complaint was filed with the commissioners:

LUANA, Iowa, July 23, 1896.

Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I, the undersigned person, living near the town of Luana, Clayton county, Iowa, situated on the Chicago, Milwaukee & St. Paul railway, hereby call your attention to the extreme lack of accommodation for loading and unloading.

ing freight at Luana. There is but thirty feet allowed the people in which to load and unload freight.

While unloading a car of corn a few days ago the railway company set the car of corn aside and placed another car in its place to be loaded with butter, which hindered two men and two teams one-half day.

Your petitioner asks of you if there is no way whereby the people of Luana and vicinity cannot have better accommodations for loading and unloading freight.

Hoping that your honorable body will investigate the matter and see that justice is given the people, I remain
Yours truly,

W. F. WARNER.

A copy of this complaint was sent to Mr. A. J. Earling, vice-president and general manager of the Chicago, Milwaukee & St. Paul Railway company, and on August 13, 1896, his reply was received.

It was as follows:

CHICAGO, August 12, 1896.

I am in receipt of your letter of the 27th ult. in reference to the complaint made by W. F. Warner, of Luana, Iowa. In reply I beg to say that there has been some question as to the ownership of the depot grounds, but I think it has now been arranged so that there will be ample room to handle all the business that is likely to come to that station—at any rate the company will see that proper facilities are afforded, and to that end will, if necessary, move the depot in order to provide sufficient depot grounds.
Yours truly,

A. J. EARLING,

Second Vice-President and General Manager.

A copy of which was sent August 13, 1896, to the complainant. His reply is as follows:

LUANA, Iowa, August 26, 1896.

Board of Railroad Commissioners:

GENTLEMEN—In reply to yours of the 13th, will say that I have taken time to look the matter up and I find that to get to track marked 66 feet that we have to cross private property and the creamery company have been notified that action for trespass will be commenced if they use the ground for loading or unloading; that leaves the space of 30 feet for use. I send you plat of the railroad track, etc., showing situation. If the railroad company will defend us in action, if any, in the 66 feet it would answer, but to be obliged to back heavy loads to the track in 30 feet is close work.
Yours truly,

W. F. WARNER.

A copy of this letter was sent to Mr. Earling and he replied, saying:

CHICAGO, September 5, 1896.

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

DEAR SIR—I am in receipt of your letter of the 27th ult., in reference to the complaint of W. F. Warner, of Luana, Iowa. Upon further investigation it appears that these complaints are the result of a quarrel between Burgess and Warner, and that it is not so much a question of room as it is of a dispute between these two parties.

We will see to it that there is sufficient room provided to handle the business at this station, and if we find that we do not own the ground referred to, and can not acquire it at a reasonable figure, we will move the depot to another location.

Yours truly,

A. J. EARLING,

Second Vice-President and General Manager.

The complainant was advised by letter dated September 9, 1896, as to the position the railway had taken, and in reply he sent the following communication:

LUANA, Iowa, September 15, 1796.

To the Railroad Commissioners of the State of Iowa:

DEAR SIRS—In regard to your letter of the 13th inst. we wish to state that it is not in regard to any difficulties between Messrs. Burgess and Warner, but you will find, if you will take the trouble to investigate, that the entire public is interested in the matter.

The superintendent of the railroad company has been here and secured of Mr. Burgess the privilege of the use of the ground, 66 feet west of depot, for the next sixty days, commencing September 1, 1896, after which time we will again be confined to the space of 30 feet east of depot, the same as we have been for the past six months. If the honorable board will send a man up here to investigate we will furnish you ample evidence that the above statement is true.

Respectfully,

W. F. WRANER,

C. C. MILLER,

and ten others.

And the following letters and telegram were addressed to General Manager Earling:

DES MOINES, Iowa, September 18, 1896.

Mr. A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—The commissioners are again in receipt of a letter from parties at Luana in regard to the condition of the depot grounds—that is, that the land you have is entirely inadequate to properly conduct the business of shipping, receiving and handling freight at that station. The commissioners are also informed that you have leased additional ground, but only for sixty days. The board trusts you may see your way clear to grant the people of that locality the necessary ground and room to conveniently transact the railway business at that place. The commissioners note what you say about the trouble between certain persons there, but it is stated that this is not the cause of the demand for more room.

This is a small matter and it is hoped that the case may be amicably arranged between the railway company and its patrons without the further aid or assistance of this board.
Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

October 30, 1896.

Mr. A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—Kindly note letter from this office under date of September 18th in reference to station grounds at Luana, and state at an early convenience whether

the case has been adjusted, in order that, if so, proper entries may be made upon the records of the office and the case closed.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

[Telegram.]

DES MOINES, Iowa, November 10, 1897.

Mr. A. J. Earling, Vice-President and General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

Will you kindly reply to letters of 18th and 30th ult.? For the commission.

W. W. AINSWORTH,
Secretary.

CHICAGO, November 10, 1896.

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

DEAR SIR—Referring to your telegram of this date. I have deferred answering your letter for the reason we are negotiating for the purchase of some property at Luana, Iowa. I now expect the matter will be closed within the next week or ten days. I would prefer that nothing be said to the complainants at Luana of our negotiations for the purchase of the property, otherwise it may cost us more than it should.

I will advise you when the matter is closed.

Yours truly,

A. J. EARLING,
Second Vice-President and General Manager.

DES MOINES, December 21, 1896.

Mr. A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—Kindly see yours of November 10th regarding the situation at Luana and advise the commissioners at an early convenience whether this matter has been adjusted as, if so, they desire to close the case for insertion in their forthcoming annual report, now in preparation.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

CHICAGO, December 26, 1896.

Mr. W. W. Ainsworth, Secretary, etc., Des Moines, Iowa:

The matter of insufficient passenger platform at Luana, Iowa, referred to in your letter of the 17th is receiving attention. The agent at this station states that there is no cause for complaint, that the platform is ample in length and is satisfactory in every way. I have, however, instructed the superintendent to make a personal examination of it the first time he passes over that portion of the line.

Yours truly,

A. J. EARLING,
Second Vice-President and General Manager.

DES MOINES, Iowa, December 29, 1896.

Mr. A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—To yours of the 26th inst., in reference to length of platform, etc., at Luana, I am instructed to suggest in reply that should it appear upon investigation that the platform is of sufficient length, it would seem that in such case

that pains should be taken to either pull the cars carrying passengers to the platform or to such point that alighting therefrom will be both safe and convenient for the public.

Very respectfully yours,
For the commission.

W. W. AINSWORTH,
Secretary.

LUANA, Iowa, January 5, 1897.

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

GENTLEMEN—In regard to the grounds at Luana for loading and unloading freight they remain the same as when I first wrote you some months since, except that Mr. Burgess has given them leave to use the space of 66 feet for a short time. You will remember that I sent you plat of track and grounds; also, as I thought, ample proof that there was no fight between Mr. Burgess and myself in the matter. Now can you do anything for us so that we may have a fair amount of room? If you need proof on any point shall be glad to furnish it.

Yours truly,

W. F. WARNER.

DES MOINES, Iowa, February 25, 1897.

Mr. A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—The commissioners have again had before them the question of the settlement of whatever difficulties there may exist at Luana in reference to insufficient station grounds, and there is sent you herewith copy of a communication from W. F. Warner in regard to the subject. Your letter of December 22d seemed to indicate an early settlement of the matter. If this has been accomplished, will you kindly advise the commissioners to that effect?

Very respectfully yours,

For the commission.

W. W. AINSWORTH,
Secretary.

CHICAGO, March 1, 1897.

Mr. W. W. Ainsworth, Secretary, etc., Des Moines, Iowa:

DEAR SIR—Replying to yours of the 25th ult. We have finally succeeded in concluding the purchase of additional land at Luana, and believe that in the future there will be no cause for complaint on account of insufficient station grounds.

Yours truly,

A. J. EARLING,
Second Vice-President and General Manager.

DES MOINES, Iowa, April 27, 1897.

Mr. W. F. Warner, Luana, Iowa:

DEAR SIR—I am directed to say that this office has advices from the general manager of the Chicago, Milwaukee & St. Paul Railway company, that the company has succeeded in concluding the purchase of land at Luana for additional station grounds. Will you kindly inform the board whether the present situation meets the desires of your people? Awaiting an early reply, I am,

Yours very respectfully,

W. W. AINSWORTH,
Secretary.

LUANA, May 1, 1897.

Board of Railroad Commissioners:

GENTLEMEN—Yours of April 27th at hand. Will say in reply that everything is o. k. at this end of the railroad. Thanks.

Yours truly,

W. F. WARNER.

Closing the case.

C. 1786—1897.

NATHAN MOORE, VAN METER, IOWA,

v.

CHICAGO, ROCK ISLAND & PACIFIC.

} *Overcharge—interstate.*

A representative of Mr. Nathan Moore, of Van Meter, Iowa, called in person upon the board and stated that he had been overcharged on car of wheat to Chicago.

Some correspondence followed, which resulted in the matter being laid before the freight department of the Chicago, Rock Island & Pacific railway, at Chicago, in the following letter:

February 20, 1897.

Mr. J. M. Johnson, General Freight Agent Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

DEAR SIR—There is enclosed herewith for your investigation and return, the statement of Mr. Nathan Moore, of Van Meter, concerning alleged overcharge on car of wheat from his point to Chicago. You will observe, by noting my letters to him, that I asked him to send in receipted expense bill, but in his reply he states that the enclosed account sales is all he has ever had, the expense bill, doubtless, being with the commission house, in Chicago. With return of all papers will you kindly make such reply thereto as the facts will warrant, in order that complainant may be correctly advised in regard to the case?

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

Mr. Johnson, freight traffic manager of the Chicago, Rock Island & Pacific, referred the case to Freight Auditor Crosby, who reported that—

* * * The shipment was originally billed in error by our agent at Van Meter at 19 cents per hundred, this being the rate on oats and barley. The charges were properly set up to wheat tariff rate, 22 cents, and the amount collected in accordance. There is no overcharge on the shipment, the charge assessed being our regular published tariff rate.

Yours truly,

GEO. H. CROSBY,

Freight Auditor.

Mr. Johnson communicated the above facts to the board and Mr. Moore was advised of the facts in the following letter, which closes the case:

April 30, 1897.

Nathan Moore, Van Meter, Iowa:

DEAR SIR—Sometime since you laid before this board a statement that you considered that you had been overcharged on car of wheat from your point to Chicago. Replying thereto I have to advise you that the matter was taken up by this office with the Chicago, Rock Island & Pacific Railway company, and carefully examined by them, and in reply they state: "The shipment was originally

billed in error by our agent at Van Meter, at 19 cents per hundred, this being the rates on oats and barley. The charges were properly set up to wheat tariff rates 22 cents, and amount collected in accordance. There is no overcharge on the shipment, the charge assessed being our regular published tariff rate. I hope this explanation will be satisfactory to Mr. Moore."

You will note the fact that the parties state that the goods were shipped at the regular published tariff rates, and this being interstate business, over which the commission has no control, the board will be unable to aid you further.

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

C. 1787—1897.

WM. HUTCHINSON, COUNTY ATTOR-
NEY, SIOUX COUNTY, IOWA,

v.

SIOUX CITY & NORTHERN RAIL-
WAY.} *Highway crossing near Maurice.*

On October 6, 1896 the following complaint was filed by Hon. William Hutchinson, county attorney of Sioux county, Iowa:

ORANGE CITY, Iowa, October 3, 1896.

Secretary Railway Commission, Des Moines, Iowa:

DEAR SIR—Complaint is made to me and the board of supervisors of this county that the public highway is impassable over the Sioux City & Northern railway on section line between sections 8 and 17, and being the highway between the Sioux City & Northern railway depot and the elevator in the town of Maurice, running east and west. They complain that the west approach is so steep that a team cannot get up and over the track with a load. The board, by resolution, directed me to complain and ask the board of railway commissioners to have it repaired.

Yours truly,

WM HUTCHINSON,

County Attorney.

A copy of this complaint was sent to Mr. S. J. Bsals, receiver of the Sioux City & Northern Railway company, and his reply was as follows:

SIOUX CITY, Iowa, October 20, 1896.

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

DEAR SIR—I beg to acknowledge receipt of your favor of the 16th inst., with enclosure from Mr. William Hutchinson, county attorney, in reference to a crossing over our road at Maurice station. This crossing in question is in precisely the same shape as it has been ever since the road has been operated—that is since January, 1890—and I have not heard of any complaint having been made before this time. The road approaches our track from low ground and there is really nothing that we can do to improve the crossing unless the road outside of our right of way is raised. If this were done we might possibly raise the road over

where it crosses our right of way and make a better crossing than the one there, but unless work is done by the town on the road, no work that we could do would improve the crossing. I would say, moreover, that while the approaches to the track are up a hill, it is not of such character as to make a very bad crossing, and no worse than a great many others. Yours truly,

S. J. BEALS,
Receiver.

A copy of this reply was sent to County Attorney Hutchinson, and on December 10, 1896, he filed affidavits of several residents of the vicinity, citizens of Sioux county, showing that the crossing and approach "is dangerous and unfit for use when the same is wet or icy, and it is a hardship to the people who are compelled to travel over the same with loaded teams."

After this date Mr. Hutchinson became district judge and a correspondence of considerable length was had with his successor, Hon. Robert W. Olmstead, county attorney, and with Mr. Beals, receiver of the railroad, which finally resulted in fixing September 23, 1897, for a hearing in the case, at Maurice.

There were present, Commissioners C. L. Davidson and E. A. Dawson; William J. Dealy, chairman of the board of supervisors of Sioux county, and Hon. Robert W. Olmstead, county attorney, representing Sioux county, and Messrs. Beals and Hough, receivers, representing the railroad company.

Pending an examination of the matter the parties to the controversy made an amicable adjustment of their differences, by an agreement that the approach and crossing would be fixed within four weeks from that date, and this has been done, closing the case.

C. 1788—1897.

H. R. HEATH & SONS, FT. DODGE,

v.

THE MINNEAPOLIS & OMAHA RAIL-
WAY CO., AND THE ILLINOIS
CENTRAL RAILROAD CO.

Switching cars.

On October 21, 1896, the following letter was received and the copies of the several letters written and received will explain the complaint under consideration:

FORT DODGE, Iowa, October 20, 1896.

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

DEAR SIR—We have bought of G. W. Brown, Sioux City, Iowa, twenty cars of oats, on track, Sheldon, Iowa. G. W. Brown's grain warehouse being situated on the Omaha track at Sheldon, it is necessary, in order to get the cars to Fort

Dodge, that they come in over the Illinois Central road. The Illinois Central company have agreed to furnish cars, and at this writing have cars on the transfer track connecting the Illinois Central track with the Omaha at Sheldon; but the Omaha company absolutely refuse to place the cars at G. W. Brown's elevator for the purpose of loading same, and as they have always maintained switching arrangements with the Illinois Central in the past at this point, we consider this a direct violation of the law, and we would respectfully ask that the board of railroad commissioners take this matter up immediately for adjustment, as by the refusal of the Omaha road to switch these cars, it is putting us to a great deal of trouble, and should we not be able to obtain the oats, to a considerable loss.

Yours respectfully,

H. R. HEATH & SONS.

October 21, 1896.

H. G. Burt, Esq., General Manager Chicago, St. Paul, Minneapolis & Omaha Railway Company, St. Paul, Minn.:

DEAR SIR—There has been filed with this board a complaint by H. R. Heath & Sons of Ft. Dodge, Iowa, stating that they have purchased of G. W. Brown of Sioux City, twenty cars of oats on track at Sheldon, Iowa. G. W. Brown's grain warehouse is situated on the Chicago, St. Paul, Minneapolis & Omaha railway. It appears that in order to get the cars to Fort Dodge they are to come over the Illinois Central railroad. The Illinois Central is, as the board understand it, to furnish cars, and in fact have the cars now on the transfer track, connecting the Illinois Central railroad with the Chicago, St. Paul, Minneapolis & Omaha railway at Sheldon, but that the Chicago, St. Paul, Minneapolis & Omaha refuses to place the cars at Brown's elevator for the purpose of loading the same. The commissioners are informed that both these roads have heretofore and are now maintaining switching arrangements with each other. Complainants also state that they are anxious to have the oats delivered at once, and this delay will occasion them loss and damage. The commissioners trust that this matter will receive prompt and immediate attention, and if the grounds of complaint are true, then, that these cars be placed by your company so the same can be loaded and shipped without further delay. Kindly notify the office without delay what conclusion you reach in this matter. Very respectfully yours,

By order of the board.

W. W. AINSWORTH,
Secretary.

ST. PAUL, Minn., October 23, 1896.

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

DEAR SIR—Your favor of October 21st, addressed to Mr. Burt is handed to me for attention. This is a similar matter as covered by your correspondence with Mr. Winter under date of November 8, 1893, and December 21, 1893. Our position at this time is the same as indicated in Mr. Winter's reply to you November 16th. At that time we stated to the Illinois Central railroad that we stood ready to exchange service with that company upon an equitable basis at all junction points in the state of Iowa. We did not think at that time, and it does not now occur to us that we should be expected to perform service of this character for the Illinois Central railroad at one junction, where it would be of material benefit to them, and not receive similar courtesy at other junction stations where there might be equal advantage to ourselves.

As I understand it, there has been no complaint filed with you by parties located at Sheldon, covering this interchange service with the Illinois Central road. Respectfully yours,

JAS. T. CLARK,
General Traffic Manager.

DES MOINES, Iowa, October 30, 1896.

H. R. Heath & Sons, Fort Dodge, Iowa:

GENTLEMEN—In matter of your recent statement in regard to switching at Sheldon, I have to report that upon its receipt the case was taken up with the general manager of the Chicago, St. Paul, Minneapolis & Omaha Railway company, as per copy of letter herewith. There is also enclosed for your information copy of the reply of General Traffic Manager Clark of that company thereto, upon receipt of which the following telegram was sent him: "To yours 22d am directed to say, board desires that you switch cars at Sheldon now, and leave complications for further adjustment." To this message Mr. Clark answered: "In line with the desire of the board I have instructed our agent at Sheldon to switch the twenty carloads of oats from elevator upon our track to connection with the Illinois Central railroad." Very respectfully yours,

W. W. AINSWORTH,
Secretary.

FORT DODGE, Iowa, November 2, 1896.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

We are in receipt of your favor of October 30th, relating to refusal of Chicago, St. Paul, Minneapolis & Omaha Railway company to switch cars at Sheldon. We beg to thank you for your prompt attention to this matter.

We bought the grain in good faith and there was no intention of doing anybody any injustice, nor did we know at the time but that the two railroad companies maintained switching arrangements.

Yours truly,

H. R. HEATH & SONS.

ST. PAUL, Minn., October, 30, 1896.

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

DEAR SIR—As stated in my telegram of to-day, have given directions to our agent at Sheldon to switch twenty cars of grain to the Illinois Central, destined to Fort Dodge. We believe, however, that it should not be expected of us to interchange facilities with the Illinois Central railroad at one point where there is manifest advantage to that company, and have similar service at other points in Iowa declined us, when advantage may rest with this company. As previously stated, we are at all times ready to interchange switching service with the Illinois Central at all junctions, the same as is the custom between other companies.

We appreciate the fact that complaint in this case was directed to one singular instance, and it was that you were dealing with. At the same time, we feel we should record our views with you, as above stated.

Respectfully yours,

JAS. T. CLARK.

DES MOINES, Iowa, December 15, 1896.

Mr. J. T. Harahan, Second Vice-President Illinois Central Railroad Company, Chicago, Ill.:

DEAR SIR—I am directed to advise you that a complaint recently filed in this office alleges a failure of the Chicago, St. Paul, Minneapolis & Omaha Railway company, to switch certain cars to an elevator on their line, at Sheldon, Iowa, the freight to be loaded for shipment to a consignee on your line, also in Iowa.

In the correspondence, the Omaha people say: "We believe, however, that it should not be expected of us to interchange business facilities with the Illinois Central railroad at one point where there is manifest advantage to that company and have similar service at other points in Iowa declined us when advantage may rest with this company." And further say: "As previously stated, we are at all times ready to interchange switching service with the Illinois Central at all junctions, the same as is the custom between other companies."

Section 2052 of the code of Iowa provides in part as follows:

"* * * All common carriers subject to the provisions of this act, shall, according to their respective powers, afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding and switching of cars, and the receiving, forwarding and delivering of passengers and property to and from their several lines, and to and from other lines and places connected therewith; and shall not discriminate in their accommodations, rates and charges between such connecting lines. And any common carrier may be required to switch and transfer cars for another for the purpose of being loaded or unloaded, upon such terms and conditions as may be prescribed by the board of railroad commissioners."

Under the provisions of this section of our statutes the board adopted a rate for switching, as being a reasonable one for the service, of \$1 for any distance not exceeding one mile; for any distance in excess of one mile and not more than two miles, \$1.50, and for any distance in excess of two miles and not exceeding three miles, \$2.

This, it seems to the board, leaves no doubt as to the duty devolving upon your road and of the duty of all connecting roads within the state of Iowa in the matter of switching, as well as the terms and conditions under which the service is to be rendered.

It is a matter of common report at Sheldon that the agent of your line, and the agent of the Omaha line as well, each has instructions from his respective company not to interchange switching service.

If this is true, it is a condition of things not in harmony with the spirit of the law and should be corrected at once.

The commission is confident that the ability demanded in the management of great interests, such as your two railroads, if brought to bear on this question in sincerity, can find a solution of all difficulties standing in the way of the complete service to the public at Sheldon and at all other points, if any, within the state affected in like way.

The attention of the Chicago, St. Paul, Minneapolis & Omaha Railway company is called to this matter to-day.

The commissioners trust that a speedy adjustment may be reached without their further offices and desire to be advised as to progress in that direction.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

DES MOINES, Iowa, December 15, 1896.

Mr. James T. Clark, General Traffic Manager Chicago, St. Paul, Minneapolis & Omaha Railway Company, St. Paul, Minn.:

DEAR SIR—Referring to your favor of the 30th ult. I am directed to say that section 2052 of the code of Iowa provides in part as follows:

"* * * All common carriers subject to the provisions of this act, shall, according to their respective powers, afford all reasonable, proper and equal facil-

ities for the interchange of traffic between their respective lines, and for the receiving, forwarding and switching of cars, and the receiving, forwarding and delivering of passengers and property to and from their several lines, and to and from other lines and places connected therewith, and shall not discriminate in their accommodations, rates and charges between such connecting lines. And any common carrier may be required to switch and transfer cars for another for the purpose of being loaded or unloaded, and upon such terms and conditions as may be prescribed by the board of railroad commissioners."

Under this provision of the statute, the commissioners adopted a rate of \$1 for any distance not exceeding one mile; for any distance in excess of one mile and not more than two miles, \$1.50; and for any distance in excess of two miles and not exceeding three miles, \$2, as reasonable.

This, it seems to the commissioners, leaves no doubt as to the duty of your road, and of the duty of all its connections wherever, in the state of Iowa, in the matter of switching, and the terms and conditions under which the service is to be rendered.

Referring to the service at Sheldon, it is a matter of common report that both the agent of your line and the agent of the Illinois Central at that point have instructions from their respective roads not to interchange switching service. If this report is true it will occur to you that this condition of affairs is not in accord with the spirit of the law and should be corrected at once.

It cannot be true that the splendid business qualities demanded in the men employed in its management by your company and by the Illinois Central Railroad company as well, if brought with a sincere desire to correct a situation such as is reported to exist at Sheldon, cannot furnish a solution of all the difficulties existing, and that right quickly. This the commission desires done at Sheldon and at all other points within the state if any other is affected in a like way.

The attention of the Illinois Central company is to-day called to this matter and it is hoped a speedy adjustment may be reached without the further offices of the commission, and the board desire to be advised as to progress in that direction. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

CHICAGO, December 24, 1896.

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

DEAR SIR—Referring to your favor 15th inst., I understand the complaint referred to is on account of the refusal of the Chicago, St. Paul, Minneapolis & Omaha railway to switch cars to an elevator located on their tracks at Sheldon to be loaded with grain for points on our line.

As I have written you before, this company is prepared to exchange business with the Chicago, St. Paul, Minneapolis & Omaha railway at Sheldon. As the facilities of this company are practically the same as those of the Chicago, St. Paul, Minneapolis & Omaha railway at this point, I do not see how any injustice can be done either company by such an arrangement.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

ST. PAUL, Minn., December 17, 1896.

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

DEAR SIR—I beg to acknowledge receipt of your favor of the 15th, pertaining to the interchange of switching service with connecting roads within the state of Iowa. As stated in previous communications, it is the desire of our company to enter into amicable switching arrangements with the Illinois Central at all junction points, and we shall be pleased to take the matter up with them, as suggested by you, with the hope that upon receipt of your letter to them, they may be willing to enter into such an agreement with us.

Respectfully yours,

JAS. T. CLARK.

DES MOINES, Iowa, December 31, 1896.

Mr. J. T. Harahan, Second Vice-President Illinois Central Railroad Company, Chicago, Ill.:

DEAR SIR—I am directed to acknowledge receipt of your letter of the 24th inst., and to say in reply that with your assurance therein contained and the desire heretofore expressed by Mr. James T. Clarke, general traffic manager of the Omaha line, to enter into amicable switching arrangements with the Illinois Central at all junction points, and to take the matter up with you; it would seem that this matter can be amicably arranged between your two companies.

The suggestion is therefore made that you take the necessary steps to conclude such an arrangement between yourselves at the earliest practicable moment, and advise this board of results. Respectfully yours,

For the commission.

W. W. AINSWORTH,
Secretary.

DES MOINES, December 31, 1896.

Mr. James T. Clark, General Traffic Manager Chicago, St. Paul, Minneapolis & Omaha Railway Company:

DEAR SIR—Replying to yours of the 17th inst., I am directed to send you enclosed copy of letter received from Vice-President Harahan, of the Illinois Central Railroad company, and referring to the matter of switching at Sheldon, Iowa.

It is not intended to limit the service to this one station, but to have the needs of the public fully met at all junction points.

With the position you take in your letter of the 17th inst., and the assurance conveyed by Vice-President Harahan's letter, it would seem that this matter can be amicably arranged between your two companies.

This suggestion is made, therefore, that you take the necessary steps to conclude this arrangement between yourselves at the earliest practicable moment and advise this board of results. Respectfully yours,

For the commission.

W. W. AINSWORTH,
Secretary.

ST. PAUL, Minn., January 2, 1897.

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

DEAR SIR—I have your esteemed favor of the 31st of December, in which you forward copy of a letter from Vice-President Harahan, of the Illinois Central company.

Upon receipt of your communication under date of December 15th last, I addressed Mr. Hudson, traffic manager of the Illinois Central, as per enclosed copy. I will be pleased to advise the board what arrangement is arrived at as soon as reply to the above letter is received.

Respectfully yours,

JAS. T. CLARK.

FORT DODGE, Iowa, March 1, 1897.

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

DEAR SIR—The papers relating to a complaint made against the Chicago, St. Paul, Minneapolis & Omaha Railway company, referred to in your letter of February 16th to J. T. Harahan, vice-president, are received by me for examination.

I find no complaint made against the Illinois Central company. Has any complaint been made? If not, I do not see anything that the Illinois Central Railroad company has to do with the matter. Possibly you will remember that some time ago I wrote you in relation to a question that might in the future arise, inquiring whether any decision had ever been made by the board of railroad commissioners. The question was, whether or not one railroad could require another railroad to take its cars and have them loaded, then return to the first company? This would simply make the company that owned the switching facilities and elevators compelled to allow the use of its facilities for the benefit of another company.

I carefully examined the letters received from you, and also the reports, and am unable to find that any such decision exists.

Under the circumstances I can see no better way than to have complaint made against the Omaha road determined by you. It was not made by our company, as I understand it, and we are not asking to have our cars loaded on the Omaha road with the use of their facilities, and of course do not expect them to make use of our facilities to load cars for their road.

If I have not the correct understanding of this matter please let me know, and I will go down and see the commission. Yours very truly,

J. F. DUNCOMBE,
District Attorney.

March 15, 1897.

Mr. J. F. Duncombe, District Attorney, Illinois Central Railroad Company, Fort Dodge, Iowa:

DEAR SIR—Referring to yours of the 1st and also of the 12th inst. I am directed to say that the complaint made of the switching service at Sheldon indicates the necessity for a better understanding between the Illinois Central and the Omaha roads. The public certainly has an interest in this matter which the roads should respect. On the other hand the roads have a duty to the public which should be performed.

The grounds of the original complaint have been removed by the action of the Omaha road in transferring the cars for Messrs. Heath & Sons' shipment of oats, but there has been, it seems, for years much trouble about the interchange of business at Sheldon.

The commission insists that it is the duty of the several roads centering at that point to come to some amicable understanding and agreement that will meet the needs of the public and remove cause for complaint.

The Omaha road has informed this commission that "It is the desire of our company to enter into amicable switching arrangements with the Illinois Central

at all junction points," etc., and your vice-president, Mr. J. T. Harahan, also informs the commission that his "company is prepared to exchange business with the Chicago, St. Paul, Minneapolis & Omaha railway, at Sheldon," etc.

With this expressed disposition on the part of both roads it would seem that the public needs and the desires of the commission can be met by some proper agreement, which both roads express a willingness to make.

Yours truly,

W. W. AINSWORTH,
Secretary.

By order of the commission.

FORT DODGE, Iowa, March 17, 1897.

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

DEAR SIR—We are exceedingly anxious to give the public every possible reasonable opportunity for switching arrangements, and as cases arise we will try and do our duty in that respect. We fully concur in the spirit of your letter. We have returned the papers to headquarters in Chicago, as I have no further authority in the matter. Yours very truly,

J. F. DUNCOMBE,
District Attorney.

C. 1889—1897.

U. S. FRY, VAN HORNE,

v.

Inquiry relative to elevator site.

In answer to an inquiry by Mr. U. S. Fry, of Van Horne, Iowa, as to the rights of a railway company to charge rental for elevator site on the right of way of such company the commission directed the following reply:

DES MOINES, Iowa, April 15, 1897.

Mr. U. S. Fry, Van Horne, Iowa:

DEAR SIR—I am directed in reply to your letters of November 25, 1896, and March 27, 1897, to say that the questions involved therein are not easily or readily answered, for the reason that the courts of this state have not very fully or thoroughly passed upon the rights or interests of the public in and to station grounds used and occupied by railway companies. The supreme court of the United States, in a case appealed from the state of Nebraska, held that the railway companies have exclusive control over their station grounds and right of way where the interest sought to be enforced against the railway company was purely and solely a private one. However, the board is of the opinion that that case would not govern or control the rights of the railway companies in this state when the interests to be served were of a public character, or those in which the public were even indirectly interested, such as an elevator or public warehouse. Elevators and warehouses at the different stations along the line of a railway are necessary for the purpose of handling grain and freight in a safe and convenient manner, and it is the opinion of this board that the railroad companies should afford all reasonable facilities and opportunities for the erection and maintaining of warehouses and elevators necessary to accommodate the storing, shipping or

handling of all freight at such stations. This, however, may be subject to such reasonable rules and regulations as the railway company may legally impose.

The railway companies purchase these grounds and are obliged to pay full value therefor, and are the absolute and unqualified owners thereof, except that they are burdened with the rights and interests which the public have therein.

The commissioners are of the opinion that the companies may have the right to charge a reasonable rental for the real estate used and occupied in the erection and maintenance of elevators and warehouses by those engaged in the purchase and handling of produce and merchandise, upon the station grounds of the railway companies. In exercising this right the railway companies would not be permitted to discriminate against any person or persons who may or might desire to occupy such real estate under similar conditions for the purposes aforesaid.

In case you are obliged to submit to any different rule or regulation by the railroad company at your station than it extends to any other person doing a similar business under like conditions, if you will state wherein and under what circumstances the same are imposed upon you by the railway company, the matter will be taken up and an endeavor will be made to obtain for you just and reasonable treatment. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the commission.

C. 1790—1897.

J. H. LA GRANGE, STORM LAKE,

v.

ILLINOIS CENTRAL RAILROAD CO.

} Overcharge, interstate shipment
of junk.

On December 15, 1896, the board received the following:

STORM LAKE, IOWA, December 12, 1896.

George W. Perkins, Chairman Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR—I inclose receipt and letter from commission merchant at Chicago. I advanced money to party here and shipped the car to protect myself and got my money out of it, but it seems outrageous that such charges can be made on old iron, bones, etc., and live stock and valuable property go at about same rate. A reasonable rate on this car would have left the party (a poor man) something for his work, but instead he is at loss of money and time too. If this is commissioners' rates, presume we will have to stand it, but it is rather hard on the man who is trying to keep out of the poor house. Please return papers.

Yours,

J. H. LA GRANGE.

CHICAGO, November 4, 1896.

Mr. J. H. La Grange:

DEAR SIR—We think the car or railroad company has and is overcharging you on the car rate. You ought to get a car like that for \$25, 30,000 pounds a car, and put in whatever you want; not 18½ cents per 100 pounds on junk. It is not right to let them charge that amount. You ought to see them about it and not let them charge it by the 100 pounds. We don't like to see anyone get such prices for a car of stuff. Do all you can and try to get the rebate on it.

Yours very truly,

R. GERBER & Co.

CHICAGO, October 30, 1896.

R. Gerber & Co., to the Illinois Central Railroad Company, Dr.:

Pro. No. A, 3764, W.-B. No. 205; date, October 26th; consignor, J. H. La G. For freight and advances from Storm Lake; car No. 30,141, I. C. Junk; weight, 31,500 pounds; rate, 18.5 cents; freight, \$58.28; P. T. track.

Received payment for the company, October 30, 1896.

H. R. SHERGOLD,
Cashier.

The matter was taken up with the Illinois Central company, and Mr. Harahan, the second vice-president, answered that the rate charged was the regularly established rate, and that no overcharge had been made. Thereupon the following letter was sent Mr. La Grange:

DES MOINES, February 27, 1897.

Mr. J. H. La Grange, Storm Lake, Iowa:

DEAR SIR—Again referring to the matter of rates on junk to Chicago, I beg to advise you that this office took the matter up with Vice-President Harahan, of the Illinois Central Railroad company; and in his reply he says: "I have looked into this matter and find that the rate charged, 18½ cents, is the regular tariff rate on junk from Storm Lake to Chicago. This rate is also charged by other lines for the same distance in the same territory." Having failed by correspondence to make any adjustment in this case, and the shipment being interstate, a class of business over which this commission has no jurisdiction, the board will be unable to render you further service.

Very respectfully yours,
For the commission.

W. W. AINSWORTH,
Secretary.

C. 1791—1897.

R. C. CADE, CARROLL,

v.

CHICAGO & NORTH-WESTERN RAIL-
WAY COMPANY.

} Overcharge on railway ticket.

On December 17, 1896, Hon. George W. Paine, attorney, Carroll, Iowa, filed the following complaint and affidavit referring to an alleged overcharge on a ticket sold the complainant, Mr. R. C. Cade, by the local agent of the Chicago & North-Western Railway company at Carroll, Iowa, viz:

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

R. C. Cade, of Carroll, in the county of Carroll and state of Iowa, complains of the Chicago & North-Western Railway company for that the said company overcharged him \$5.95 for a second-class ticket purchased by him on or about the 22d day of August, 1895, at Carroll, county of Carroll and state of Iowa, for passage from Carroll, Iowa, to Armstrong in British Columbia, and he submits the annexed affidavit of facts upon which he founds such complaint:

STATE OF IOWA, }
 CARROLL COUNTY, } ss.

I, R. C. Cade, being duly sworn, do depose and say that I reside at Carroll, Carroll county, Iowa; that on or about the 22d day of August, 1895, desiring to travel from said Carroll to Armstrong in British Columbia, I applied to the station agent of the Chicago & North-Western Railway company at Carroll for a second-class ticket for such passage which was delivered to me and for which I was charged and paid to said company \$50 05. I further say that in fact the regular rate for such ticket was the sum of \$44.10, being an overcharge of \$5.95 over the regular fare, at which such tickets were offered for sale to other parties. I further say that I have applied to said company to refund said overcharge of \$5.95 several months ago and have not been able to procure said refund and therefore pray the action of the board of railroad commissioners in and for the state of Iowa in the matter and that said railway company may be required to refund said overcharge.

R. C. CADE.

Subscribed and sworn to before me this 31st day of October, 1896.

GEO. W. PAINE,
 Notary Public.

On December 21, 1896, the matter was taken up with Mr. J. M. Whitman, general manager of the Chicago & North-Western Railway company, and Mr. Paine as attorney, advised that—

This case is wholly outside of the jurisdiction of this commission, its authority being confined to cases beginning and ending in Iowa; but the same has been laid before the general manager of the Chicago & North-Western Railway company with the hope solely of securing an amicable adjustment of any error that may have been made.

On May 15, 1897, a communication was received from General Manager Whitman, saying:

I am advised by our passenger department that they have satisfactorily adjusted with Mr. R. C. Cade of Carroll, Iowa, the complaint made by him in December last to the board relative to overcharge on a ticket from Carroll to Armstrong, British Columbia.

On June 14, 1897, in response to an inquiry, Mr. Paine, as attorney, advised the commission that an acceptable satisfaction had been given Mr. Cade, and "so we may consider the matter closed."

C. 1792—1897.
 AREND MEYER, HOLLAND,
 v.
 BURLINGTON, CEDAR RAPIDS &
 NORTHERN RAILWAY COMPANY.

Under farm crossing.

On December 21, 1896, the following was filed in the office of the railroad commissioners:

WELLSBURG, Iowa, December 18, 1896.

To Railroad Commissioners of Iowa:

GENTLEMEN—I reside about five miles northwest of Holland, Grundy county. The Burlington, Cedar Rapids & Northern railway runs through my farm and through my pasture. Formerly my cattle could get through under a bridge of their road. They have now taken away the bridge and shut my cattle off. I have repeatedly written to them about this but receive no reply. I have used the bridge for that purpose ever since 1880. Can you do anything for me?

Truly yours,

AREND MEYER, Holland, Iowa.

The above being sent the respondent company, Mr. C. J. Ives, president, answered on January 2, 1897, as follows:

On my return from the east, I find yours of December 21st in regard to application of Mr. Arend Meyer, of Wellsburg for an under passage for stock, and on investigation it is found, it having become necessary to replace the bridge, which he has been using as an underground passage for his stock, and there being nothing in the deed for right of way reserving any such privilege, the bridge was filled up according to our usual custom when making changes of this kind and such structures can be done away with. Doubtless the bridge was a convenience to Mr. Meyer, but we do not consider that there were any rights violated by the change in the structure of this opening, and we cannot undertake to provide now specially a new crossing for him, because he has had the advantage of one by reason of the way in which the road was originally constructed.

Replying thereto Mr. Meyer said, under date of January 8, 1897:

Mr. C. J. Ives, president, stated in his copy that they can't make an under passage for me, but I must have some kind of a crossing for my cattle to get on the other side. Either underground or a crossing with a cattle-guard. For I can't drive the cattle across without a cattle-guard. I wrote the company for an over-crossing, but I did not receive an answer. Please see what you can do for me.

The matter was taken up with Mr. W. P. Brady, general agent of the Burlington, Cedar Rapids & Northern Railway company, who filed a plat of the situation, and said:

I am advised that the crossing is adequate for all purposes, the only objection to it being that he has to go across twenty acres which he now cultivates in order to reach his pasture, and it has been suggested that this trouble could be obviated by his cultivating land at other points and throwing the present tract into pasture land.

Mr. Meyer also filed a plat showing location of crossing, etc.

After carefully reviewing the situation the board, on September 20, 1897, directed that the following letter be sent Mr. Meyer:

I am directed by the board to advise you in regard to your claim for under-crossing on the line of the Burlington, Cedar Rapids & Northern railway where the same crosses your farm in Grundy county, that they have reached the conclusion that the railway company has a right to fill up and remove bridges and culverts wherever in the opinion of the railway company it may strengthen their

track or be beneficial to their roadbed, providing no agreement is shown to have existed between the land owner and the railway company whereby such bridges should not be removed or filled up; the use of such culverts and bridges by land owners for underway passages for stock for any number of years where a company is in possession of its property and operating its line of railway, in the judgment of the commissioners would not give the land owner any right or interest in the right of way of the railway company or other interest therein.

Having reached this conclusion, the commissioners will, therefore, close this case unless they receive further and different information on the subject.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1793—1897.

CITIZENS OF ELRICK, IOWA,

v.

IOWA CENTRAL RAILWAY CO.

} Depot facilities.

On January 4, 1897, there was filed in the office of the board of railroad commissioners the following petition:

ELRICK, Iowa, December 3, 1896.

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

About the year 1883 the Iowa Central Railroad company for a valuable consideration agreed to build a depot and maintain a station and keep an agent at Elrick, in Louisa county, Iowa, and to not establish any station between that and the Mississippi river.

They have established a station at Oakville and removed their agent from Elrick and the depot is locked, to the great detriment of shippers and the great inconvenience of passengers.

We, the undersigned residents of Elrick and vicinity, most respectfully ask you to order the said Iowa Central Railroad company to open their depot and keep an agent at Elrick, Louisa county, Iowa.

(signed) J. W. Elrick, Wm. Carl, Wm. Hannan, A. L. Peck, Jos. Johnson, W. E. Austin, W. H. Loper, Duke Wallingford, Nelson Storke, Wesley Carter, J. M. Witroa, Levi Storke, G. M. Peck, F. E. Hannan, J. F. Bozman, Jos. Jarvis, W. A. Packwood, R. D. Packwood, J. F. Packwood, N. E. Bozman, W. S. Blake, J. M. Wallingford and fifteen others.

A copy was sent to Col. L. M. Martin, general manager of the Iowa Central Railway company. His reply is as follows:

[MARSHALLTOWN, Iowa, February 12, 1897.]

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

DEAR SIR—Referring to your esteemed favor of January 4th enclosing petition from Mr. J. W. Elrick, et al., of Elrick, Louisa county, Iowa, asking for the reopening of Elrick station, and the placing of an agent thereat.

This company cannot afford to maintain Elrick as a regular station. There are six families in the town, and one small store. Within a radius of three miles there live, perhaps, some forty farmers. The village is situated eight miles east of

Morning Sun, five miles east of Newport, three miles west of Oakville, about eight miles southeast of Wapello, and seven miles northwest of Mediapolis.

Newport and Elrick are both practically dead towns, trade being drawn to the larger towns in the vicinity.

Oakville, within three miles of Elrick, has a population of about 225, and is a thriving trading point, largely due to the new highway bridge across the Iowa river, and on the road leading into that town from the northeast.

Elrick station would not furnish sufficient business to pay the salary of an agent, and, as suggested, that territory is already amply provided with station facilities.

Please understand that our trains receive and deliver freight at Elrick under rules governing prepaid stations, and we really think that the few residents of that hamlet lack nothing in the way of transportation facilities that is not already accorded them by this company.

Yours truly,

L. M. MARTIN,
General Manager.

And on February 16, 1897, a copy of this letter was sent to Mr. Elrick, and his reply is as follows:

WAPELLO, Iowa, February 24, 1897.

W. W. Ainsworth, Secretary:

DEAR SIR—Your favor of the 16th inst. was received and contents noted. I also found enclosed a copy of the Iowa Central Railroad company's objection to the reopening of the station at Elrick. It surprised me to think it could make such a wild statement. Mr. Martin has certainly been wrongly informed as to the country and the Elrick station. I will give you the true statement and distance from towns: Elrick is eight miles east of Morning Sun, Kelthsburg is eight miles east of Elrick just midway between the places. Oakville is two and one-half miles east of Elrick, Newport is five miles west from Elrick, Northfield is two and one-half miles southwest from Elrick on the state road leading to Mediapolis, which is eight and one-half miles southwest from Elrick. Wapello is ten miles northwest from Elrick. There are two stores at Elrick, one is general furnishing store, which carries almost anything asked for; carries a larger stock than any store in Oakville. Both stores belong to the same firm. There is also one hardware and implement store at Elrick; the population is thirty-five living souls in a radius of 200 yards. Mr. Martin also says that in a radius of three miles there are, perhaps, forty farmers. How absurd! Oakville, he says, has a population of 225. Perhaps it has; in a radius of one mile it has. In a radius of three miles of Elrick takes in Oakville and Northfield, which is as large as Oakville. Mr. Martin says Oakville has a large trade due to the new bridge which spans the Iowa river. This bridge is built between Elrick and Oakville, built by the county for the accommodation of the community at large, not Oakville. Mr. Pickering, the general manager, located Elrick station before the Iowa Central railway was finished. The company asked me to give them fourteen acres of good land for stockyards, switches and depot building, which included right of way for said road, the whole length of eighty acres. The company in return was to build a good depot, stock pen, side track and keep an agent here at this station. They done all they agreed to do; finally they let the stock pens run down, took their express office away, and finally the agent and telegraph office. Elrick had a good trade for some six years, then Oakville started up. A stock car from Oakville to

Chicago is \$3 less from there than it is from Elrick, and all other freight in proportion. Is it any wonder our trade has fallen off, two and one-half miles of their station, and \$3 a car less than the charges are for a car to Chicago from Elrick, as they are from Moring Sun? Oakville, only two and one-half miles from Elrick, with such a difference in charges on freight! Stock buyers here buy stock all around Elrick, have the farmers deliver at Oakville. I cannot blame the stock buyers, but it is a little hard on the farmer. Elrick had the trade of Northfield and all goods and stock around there, now it goes to Mediapolis to the Burlington, Cedar Rapids & Northern road. Mr. Martin says "Elrick is a dead town." What made it so? a dead town? I guess Mr. Martin can answer this question. In conclusion I want the Central Iowa Railroad company to keep an agent at Elrick or pay me for my land and damage. As times are hard I do not ask of them a telegraph operator. Either of the merchants here will do it right and cheap.

J. W. ELRICK.

On February 25th Mr. Elrick was asked to send a copy of the contract between himself and the Iowa Central Railway company for the depot site, etc., included in the fourteen acres at Elrick if in writing, and if so to send a copy to the commission, to which he replied as follows:

WAPELLO, Iowa, March 2, 1897.

W. W. Ainsworth, Secretary:

DEAR SIR—Yours of the 24th ult., sent to Elrick, was forwarded to me to-day, asking if I had a written agreement between me and the Iowa Central railroad. I did have. I have been looking all morning and have not been able to find them yet. I had these papers before I moved from Elrick, two years ago, and I may have left them in the old house on the farm, with other papers. I'll give you a statement, which is about the way this business was conducted.

In previous letter I told you that Mr. Pickering located the station of Elrick, with the understanding that there would not be any station located between this and the Mississippi river; that they agreed to, in consideration of fourteen acres of land, including the right of way, in the presence of Mr. Katee (?), Mr. J. G. Johnson (?), assistant superintendent, and some two others. They went on and made their survey of the land, laid off their switches, located their depot building, set a box car off of the track, put in a telegraph operator. About this time Mr. Pickering resigned. Mr. Dudley took his place as superintendent. Mr. Pickering telegraphed me that Mr. Dudley would carry out his contract with me. A short time after Mr. Dudley took charge there was talk of a station being located some three or four miles east of Elrick. Mr. Dudley telegraphed the agent to have me make the Central railway a deed for this fourteen acres. I refused to make a deed if they were going to locate a station so close, after agreeing they would not between this and the river. The agent telegraphed to Mr. Dudley that I would not make a deed unless they lived up to their contract, and there was not territory enough to work on to have stations so close together, as neither would be worth anything for the company to pay me for the right of way through my land and locate their station east of this, as my land was too valuable to fool away. Mr. Dudley telegraphed me back to make the deed as agreed upon; that there would not be any station, as they would not risk anything in that overflowed country, where the only protection was a sand levee. So I made him a deed. I will look up these papers and correspondence as soon as I can get down

to Elrick—it may be that they are lost. If I can find them I will forward them to you. I thank you for your kindness. Respectfully,

J. W. ELRICK.

The correspondence up to this point shows that Mr. Elrick relies upon what his letters indicate was a contract between himself and the Iowa Central Railway company, the terms of which included the conveying by him to the railway company of fourteen acres of land and the establishing and maintaining thereon by the railway company of a depot and the usual conveniences and service connected therewith.

If Mr. Elrick is correct in his recollection of the facts as he has stated them in his letters to be, he has a remedy. This commission is not empowered to grant judgment for money damages or for the specific performance of contracts. These powers rest entirely with, and are within the province and jurisdiction of, the courts. Therefore the following letter was addressed to Mr. Elrick:

April 15, 1897.

Mr. J. W. Elrick, Elrick, Iowa:

DEAR SIR—I am directed, in reply to your favor of March 2, 1897, to say that if you base your claim against the railway company upon an agreement between the company and the citizens of the town of Elrick, to maintain a station at that point, the commissioners are in serious doubt whether this board would have a right or the authority to make any order in relation thereto.

The statutes of this state do not confer upon the railroad commission any authority to enforce the orders made by it except by and through the courts of the state. If there is an agreement between the railroad company and the citizens of this town to maintain a station at Elrick, then you have all the relief that the railroad commissioners could give you in a controversy of this kind.

In cases where there is no agreement between the citizens and the railway company the railroad commissioners have authority to, and do, investigate, upon complaint, the necessity for the maintenance of stations along the lines of the different railways within the state, and where the circumstances warrant it, orders are made requiring railway companies to furnish such depot facilities as the demands of the public may require.

In cases where the parties enter into an agreement between themselves and the railway companies in regard to the maintaining of stations, by such agreement they have secured all the relief and advantages that could be obtained by and through an order of the railroad commission, and when a contract of this kind is so made, then the parties are in the same condition as though they had obtained an order from the board for such station facilities.

In the event of the refusal of the railway companies to comply with either the contract or the order of the commissioners, the parties are obliged to invoke the aid of the courts, and the commissioners are of the opinion, in this case, that any order that might be made by them would have no more effect than the agreement which is in existence between the railroad company and the citizens of this town.

The commissioners have felt justified in some cases, where there was no agreement and where an order was made by them, in expending the money of

the state in prosecuting and enforcing their orders, but where the parties rely upon a contract made between themselves and the railway company, it is their opinion that, this being a private agreement, they would not be justified in the expenditure of the public money in attempting to enforce such private contract.

However, if the commissioners do not understand this case correctly, and you do not rely upon your contract, the board might feel disposed to take up the matter, investigate the same, and dispose of it as the facts and circumstances would demand. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

No reply having been received to this letter the case is closed. The parties, however, may be heard further if they so desire.

C. 1794—1897.

CITIZENS OF ATALISSA,

v.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

} Insufficient train service.

On January 19, 1897, Hon. H. B. Watters, of Atalissa, a member of the house of representatives in the Twenty-sixth General Assembly, called at the office of the commission, in Des Moines, and stated substantially that "Atalissa is a town of about 250 inhabitants; that it has insufficient passenger train service on the Chicago, Rock Island & Pacific railway, the only line entering that station. No. 19 has always stopped there until the change was made. Our complaint is with reference to trains going west. We have no passenger service going west, but until the last year we have always had No. 19, which is marked local to West Liberty. Our people petitioned for a flag station and they have refused it. I wrote to the superintendent and he replied that they could not do it. The morning train is the only passenger train stopping there. The accommodation is in the evening from Muscatine. There is no connection for the train at Wilton Junction. If the train on the Wilton branch arrived at the junction before the train went to Davenport it would be all right. There is no dependence on that accommodation train, as it frequently is annulled at Davenport. All we ask is to do what they formerly did, stop No. 19 when flagged. Our morning train is at six o'clock in the morning. We want to flag No. 19, which arrives at about 10:30. We have considerable freight business and there is a constant passenger business, particularly during the winter season. It would not only be an accommodation for Atalissa, but for the whole township."

On the 20th of January, 1897, the following letter was sent:

DES MOINES, Iowa, January 20, 1897.

Mr. W. H. Truesdale, Vice-President and General Manager C., R. I. & P. Railway Company, Chicago, Ill.:

DEAR SIR—The attention of the board of railroad commissioners has been called to the train service furnished by your company to the residents of Atalissa. The complaint sets out that you have recently failed to stop your train known as No. 19 at that station; that it makes it inconvenient and impossible for the inhabitants of the town and surrounding country to go to and from the county seat, Muscatine, in one day, unless they go by team; that your connection with what is known as the Wilton branch, together with your main line, is so operated that people going from the county seat are unable to reach this station on the same day. If this is true, it would seem that there is a good deal of force in the position that is taken in this matter when they say they have insufficient passenger service. The local freight that reaches there in the afternoon or evening, it is said, is very irregular and sometimes is entirely abandoned, and they only have one westward daily train that the traveling public can rely upon. You are well aware that this board has generally refused to interfere with fast through trains, but from an examination of your time table the commissioners have reached the conclusion that No. 19 is not such a train, but that it is only a local. If this conclusion is correct, it would seem as though some arrangement ought to be made by your company whereby this station will have better train service in the future. The board trust you will examine in this complaint and if possible grant the relief demanded by the inhabitants of this town. An early answer is respectfully requested in regard to this matter. Respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

On January 22d the following letter was received in reply:

CHICAGO, Ill., January 21, 1897.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines:

DEAR SIR—Yours of the 20th instant, calling attention to complaint made by the people of Atalissa, of alleged insufficient train service received and noted.

We cannot arrange to stop our No. 19 at that station as the people there desire. Our line now to St. Paul and all the principal points in northern Iowa, southern Minnesota and South Dakota, is longer than that of our competitors, and the time we make is from one to four hours longer than is made by other lines.

If we make these stops at these small towns in Iowa, there is no reason why we will not be called upon to do so at all other smaller stations in Illinois, with the result that we would have to lengthen out the time of this train still further.

We run this train almost exclusively for the accommodation of business on the Burlington, Cedar Rapids & Northern and Minneapolis & St. Louis railways; if it was not for this business we would not be running this train as we are, and to require us to make stops at small points, such as Atalissa, would, under the circumstances, be a hardship which should not be imposed upon us by the people of those points, or by the railroad commissioners of Iowa.

We are doing the very best we can to serve the patrons of our line in Iowa in the matter of train service, and are running trains to-day that are not paying their running expenses, in order that we may do this, and notwithstanding this

fact we find we are now brought face to face with a proposition to reduce the railway fares in your state to a maximum of two cents per mile.

That we are in a very difficult position with regard to all these matters, I think is very plain, and how to do all the people want, in the matter of furnishing them accommodations at prices less than it costs us to do it, and at the same time meet the competitive conditions of our line, and those of our connections, is indeed a difficult thing for us to figure out, either to the satisfaction of the management or the parties who have their money invested in this railway property.

I do not see what further I can now say with regard to the matter of furnishing additional train service and accommodations to the people at Atalissa. We cannot make the stop with our No. 19 which they desire

Truly yours,

W. H. TRUESDALE,
Vice-President and General Manager.

In reply the following letter was sent to Vice-President Truesdale.

DES MOINES, January 27, 1897.

Mr. W. H. Truesdale, Vice-President and General Manager of the Chicago, Rock Island & Pacific Railway Company:

DEAR SIR—I am directed, in reply to your favor of the 21st inst., to suggest to you the advisability of changing the time of your train running from Muscatine to Atalissa. That might obviate the necessity of stopping No. 19. There is no disposition on the part of the commissioners, as you must well know, to interfere in any manner with the operation of through trains where no discrimination is shown to the different towns, but there is a good deal of force in the claim made by the people in this instance, as well as in other instances where the train service gives them no opportunity to attend the county seat of the county in which they reside. They should be provided, where it can be done without any extra expense, with quick and convenient means of going to and from the county seat of the county in which they may reside. It is the opinion of the board that if an investigation is made that it will be apparent to you that the people in this locality have some ground of complaint. It might not be necessary for you to change the time of No. 19, or to stop it at this station, but the question then remains, are the people in that locality getting ample and reasonable train service? Kindly examine into this question and let the board know what suggestions you have further to make in this matter.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

In response Vice-President Truesdale wrote as follows:

CHICAGO, Ill., January 29, 1897.

W. W. Ainsworth, Esq., Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—Replying to yours of the 27th instant as to the desires of Atalissa people for additional train service.

We cannot, as you suggest, provide this by changing the time of our train running from Muscatine to Atalissa, without running this train as far as West Liberty and return to Wilton, which would increase the expense, and that is something we cannot afford to do.

Furthermore, should we do this, as you suggest, the hours of the men running the Muscatine-Wilton train would be increased beyond what they are

already working, the fact to which you call our attention in another letter, which was received by me at the same time with your letter relative to the Atalissa matter.

We think that the Atalissa people are now getting all the passenger train accommodation which the amount of business they do will justify this company in furnishing. The ticket sales from that station average about \$94 per month, and a reference to our time cards will show that considering this small amount of business they are provided with very liberal train service.

The fact of the matter is, our passenger train earnings are decreasing right along, and we cannot afford, under these conditions, to go to any more expense in providing additional service.

Truly yours,

W. H. TRUESDALE,
Vice-President and General Manager.

On February 2, 1897, Hon. H. B. Watters called and, in addition to his former statement, showed that:

No. 19 is required to stop at Atalissa to pass No. 4 going east, I am told, nearly half of the time. I am also told that they stop or slow up to allow passengers to get off frequently. There is no especial hurry from the fact that it waits at Cedar Rapids twenty minutes.

On April 27, 1897, a conference was held between Vice President Truesdale, general manager, etc., and the board of railroad commissioners, and it was then arranged that the service desired would be given the complainants, and on May 11, 1897, Hon. H. B. Watters informed the board that the service had begun.

This closes this case.

C. 1795—1897.

C. G. OGILVIE, MUSCATINE,

v.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

} Excessive hours for train crew.

On January 26, 1897, the following letter was addressed Mr. W. H. Truesdale, vice-president and general manager Chicago, Rock Island & Pacific Railway company, Chicago, Ill.:

A statement claiming to represent more or less the crystallized sentiment of the people residents of Muscatine has reached this office, alleging in substance that your company is running a passenger train out of Muscatine, as per the enclosed schedule; "it is on the road nearly all of twenty hours and compelling one train crew to run it. These men are allowed less than four hours for sleep out of the twenty-four." The statement goes on to specify that the complaint does not come from the train crew, but that it does come from the public who believe the lives of passengers are endangered by the train being "in charge of men who are frequently found asleep while standing on their feet." The party making the complaint says: "Is this safe? Is it humane? Is it not

such a state of affairs that requires action at your hands? All Muscatine is talking of this outrageous treatment of men who have worked long and faithfully for the Rock Island road."

This is sent you for your information and for such early reply as you may wish to make.

On February 15, 1897, Mr. Truesdale said:

I beg to say that this matter is under consideration by us and we expect to arrange a schedule of those trains so that these men will have a longer period of rest than they now have during the middle of the day.

Again on February 17th Mr. Truesdale said:

We have arranged so that this crew will be relieved from the early morning run, Muscatine to Wilton Junction and return, thus giving them, as we believe, abundant rest from the time they quit work at night and the hour when they are required to go on duty in the morning.

This arrangement was communicated to complainants and the case closed.

C. 1796—1897.

M. LINDEMAN, EPWORTH,

v.

Commutation tickets.

ILLINOIS CENTRAL RAILROAD CO.

On February 8, 1897, the following letter was received and reply made:

EPWORTH, Iowa, February 2, 1897.

Honorable Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I would inquire if railways are obliged to sell commutation tickets. The reason I ask is this: At least one of the roads running into Dubuque is selling commutation tickets from Dubuque and other points to any point on their road. Sometime ago I made application for a commutation ticket between Epworth and Dubuque, on the Illinois Central railway, but was informed by the general passenger agent that none were for sale. Now, as I understand the railway law one road has no more privileges than another. If this is so how can one road sell commutation tickets and another refuse to sell the same? If there is no law obliging railways to sell same, I think it would be a great accommodation to a large part of the people of Iowa if one was passed to that effect.

Yours respectfully,

M. LINDEMAN.

DES MOINES, Iowa, February 12, 1897.

Mr. M. Lindeman, Epworth, Iowa:

DEAR SIR—In yours of recent date you inquire whether railway companies "are obliged to sell commutation tickets." Replying thereto, I beg to call your attention to the following provision of law relative to commutation tickets:

"Section 2077. Nothing in this act (referring to law prohibiting discrimination, etc) shall apply to the carriage, storage or handling of property free, or at reduced rates for the United States, or this state or municipal governments, or for charitable purposes * * * or the issuance of mileage, excursion or commutation passenger tickets. * * *"

While the law contains this provision it does not provide that any action taken by one railroad company must of necessity be followed or imitated by another railroad company, but it does provide that whatever rate, privilege or concession a railway company makes to one person, firm, locality, or particular kind of traffic, it must, under similar circumstances, make to all other persons, firms, localities or particular kinds of traffic.

You close your letter by saying, "If there is no law obliging railways to sell the same (commutation tickets) I think it would be a great accommodation to a large number of the people of Iowa if one was passed to that effect." Concerning this statement it is probably evident to you, if you have given the matter consideration, that this commission is itself a creature of the statute and is not clothed with powers which are not therein defined or outlined. It is, hence, their duty to see that such laws as they find upon the statute books are executed, rather than to designate what laws shall be enacted. If, in your judgment, such a law as you refer to would be equitable to all interests and beneficial to the people, you can doubtless gain all the information you desire by addressing your senator or representative on that subject.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1797—1897.

A. J. HADLEY, DELTA, COL.,

v.

Overcharge on household goods.
Interstate.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY CO., DENVER & RIO
GRANDE RAILROAD CO.

Mr. A. J. Hadley of Delta, Col., temporarily at Earlham, Iowa, called at the office on February 16, 1897, and stated that on November 16, 1893, he chartered a car from Dexter, Iowa, to Delta, Col., from the Chicago, Rock Island & Pacific, and prepaid \$122, supposing that he had a guarantee that his goods would be delivered there, but at Pueblo, Col., he was detained and compelled to pay \$52 in addition to what he had already paid. The contract with the Rock Island was made in the presence of two witnesses.

I understood that if I had more stuff than would go into one Denver & Rio Grande narrow gauge car I would have to pay local charges on excess, but my goods weighed 17,550, an excess of 1,550 pounds over the minimum of 16,000 on the narrow gauge road. I offered to pay local charges, but they insisted on my paying for the whole car, \$52, an overcharge of \$39.21. They are doing this thing right along. A neighbor of mine at Earlham shipped his goods about three

months later, and was served the same way, but he had 24,000 pounds. They claimed in one letter that I had 24,750 pounds, but they got my case mixed up with my neighbor's shipment.

Mr. Hadley filed a somewhat extensive correspondence he had had with the officials of the Chicago, Rock Island & Pacific Railway company, and after reviewing the same the case was taken up with Mr. E. T. Jeffery, president and general manager of the Denver & Rio Grande Railroad company, in the following letter:

February 18, 1897.

Mr. E. T. Jeffery, President and General Manager Denver & Rio Grande Railway Co., Denver, Col.:

DEAR SIR—There called at this office, on the 16th inst., Mr. A. J. Hadley, temporarily stopping at Earlham, Iowa, who made a statement to the commissioners relative to the shipment of his household goods from Dexter, Iowa, to Delta, Col., in November, 1893. After listening to the statement the commissioners informed him that it being an overcharge on an interstate shipment it was outside their jurisdiction, but that in accordance with a long established custom of this office, it would be laid before the proper authorities with the hope that they would show the same courtesy and willingness to adjust errors, if any had been made, as had so many times been done in similar cases. With this view and sole object they desire to call your attention to the matter, with the confident belief that you will give it your careful consideration and will refund all overcharge, if, as appears by the case, one has been made.

Mr. Hadley's statement was in substance as follows: That on November 16, 1893, he chartered a Chicago, Rock Island & Pacific car for the shipment of his household goods from Dexter, Iowa, to Delta, Col., prepaying the freight of \$122, as per contract, which with all other correspondence he has filed in this office; that he understood the charge of \$122 would prepay his goods the entire distance, but that upon arriving at Pueblo an additional charge of \$52 was demanded before his goods would be forwarded. He, however, stated that he understood that if he had more goods than could be loaded into a narrow gauge Denver & Rio Grande car he would have to pay local charges on the excess. His goods weighed, according to the certificate of the Pueblo inspector, bearing date of October 8, 1894, 17,550 pounds, being an excess of 1,550 pounds over and above the minimum of 16,000 pounds provided upon a carload of emigrant movables on your road. In accordance with the above he tendered the local rate upon the 1,550 pounds excess, taking rate of 82.5 cents per 100 pounds, one-half first-class, as per your tariff, this being declined by your agent and he was compelled to pay under protest the full carload rate on another car, based on the 16,000 pounds minimum, although, as previously stated, there was but 1,550 pounds excess, making an overcharge of \$39.21. A refund of this amount he has since that time been endeavoring to secure and he has fled with this board a somewhat voluminous correspondence between himself and the then division freight agent of the Chicago, Rock Island & Pacific Railway company at Des Moines, Mr. J. R. Graham, Jr., also between Mr. Graham and General Freight Agent H. Gower, of the Chicago, Rock Island & Pacific at Chicago, and also between Mr. Gower and some of your agents at Pueblo. Quotations from that correspondence showing their attitude concerning the overcharge are set out below and are, of course, self-explanatory:

DES MOINES, Iowa, November 27, 1893.

A. J. Hadley, Paonia, Col.:

DEAR SIR—Your letter of November 23d, from Delta, just received, and I have wired our agent at Pueblo for explanation as to how it occurred that you were asked for additional freight on your car. The agent's billing from Dexter shows that you paid \$122 at that station, which was according to the contract made. If your car contained what it was represented to contain, there is no reason why you should be asked for additional freight. I will do all I can to get the matter rectified immediately, and as soon as I get response from our agent I will advise you. Yours truly,

J. R. GRAHAM, JR.
D. F. A. C., R. I. & P. R.

DES MOINES, Iowa, December 8, 1893.

A. J. Hadley, Esq., Paonia, Delta County, Col.:

DEAR SIR—Referring to my letter to you under date of 2d inst. regarding the overcharge on car emigrant outfit shipped by you from Dexter, Iowa, November 16th, destined Delta, Col., beg to say that I have since received a letter from our general agent at Pueblo, in which he advises the actual weight of the shipment was 17,550 pounds, but that Denver & Rio Grande folks charged for two full carloads from Pueblo on account of not being able to get all the freight in one car. If you will send me the original paid bill you received from Denver & Rio Grande folks for the \$52 which you say was collected from you in addition to charges paid at Dexter, I will take the matter up at once on receipt of same, and try and get freight charges reduced to the less than carload rate for the 1,550 pounds, which was over the minimum weight, which I think is all that you should have been charged. Prompt reply will oblige,

J. R. GRAHAM, JR.

THE DENVER & RIO GRANDE RAILROAD COMPANY, }
PUEBLO, November 20, 1893. }

Received of A. J. Hadley, Fifty-two dollars (\$52) additional amount required to prepay to Delta, freight on shipment of emigrant outfit and stock from Dexter, Iowa, in car 7655, Rock Island, forwarded from here in two narrow gauge cars, charged for at 16,000 minimum for each car.

— — ADAMS,
Agent.

PUEBLO, Col., December 11, 1893.

A. J. Hadley, Esq., Paonia, Col.:

DEAR SIR—The weight of your car emigrant outfit 7655 Rock Island, as obtained on our track scales was 17,550 pounds, and the Denver & Rio Grande cars transferred to are as shown in your letter of the 6th inst., viz., 2327 and 3581.

Yours truly,

— — ADAMS,
Agent.

DES MOINES, Iowa, December 19, 1893.

G. H. Crosby, Freight Agent, Chicago:

DEAR SIR—Please note attached copy of billing with all papers in claim filed by J. A. Hadley for overcharge for the above amount on car of emigrant outfit shipped by him from Dexter, Iowa, to Delta, Col., November 16th, covered by Dexter to Pueblo, W. B. 34, on which he prepaid \$122, based on 35 cents, our rate

to Pueblo, minimum 20,000, and 32½ cents minimum; 16,000 Paeblo to Delta, as quoted by our Mr. Gower by wire November 14th. Actual weight of the shipment you will note by letter from our Mr. Allen, Pueblo, was 17,550 pounds, or 1,550 pounds over the established minimum from Pueblo, which should have been billed at 82½ cents, that being one-half of first-class rate as per amendment No. 1 to our F. F. D. 78-B, which is the rate charged on household goods L. C. L. from Pueblo. Denver & Rio Grande, however, collected \$52 additional from shipper at Pueblo, as per receipt enclosed, making overcharge of \$39.21. Please take matter up at once, have voucher made payable through this office and oblige.

Yours truly,

J. R. GRAHAM, JR.,
D. F. A.

DES MOINES, Iowa, January 22, 1894.

Claim 2,109, A. Hadley, Paonia, Col.

G. H. Crosby, Freight Agent, Chicago:

DEAR SIR—As requested in your letter of the 2d inst., and returning all papers in the above claim, beg to say you will please find enclosed original contract issued by our agent at Dexter, Iowa, also paid expense bills from the Denver & Rio Grande people at Delta, Col., for the shipment in question, which I just received to-day from claimant. Kindly hurry settlement, having voucher made payable through my office, and oblige,

Yours truly,

J. R. GRAHAM, JR.,
D. F. A.

DES MOINES, Iowa, January 22, 1894.

A. J. Hadley, Esq., Paonia, Col.:

DEAR SIR—Beg to acknowledge the receipt of your letter of the 18th inst. with original contract issued by our agent at Dexter and paid expense bill given you by Denver & Rio Grande railway at Delta, which I have forwarded this day to our freight auditor, Mr. Crosby, requesting a prompt settlement. Soon as I hear anything further from him in matter, will advise you at once.

Yours truly,

J. R. GRAHAM, JR.,
D. F. A.

DES MOINES, Iowa, April 30, 1894.

A. J. Hadley, Esq., Paonia, Col.:

DEAR SIR—Referring to claim for the above amount (\$39.21) which I filed for you December 19, 1893, on account of the alleged claim for overcharge on car emigrant outfit shipped by you from Dexter, Iowa, to Delta, Col., November 16, 1893. Beg to say that I have received the papers to-day in this claim from our freight auditor, advising that the Denver & Rio Grande railway have positively declined to entertain same. Their minimum weight being 16,000 pounds from Pueblo on each and every car used in transporting emigrant movables, and as it was impossible to get all of your goods in one car, they have charged for the two cars at 16,000 pounds each.

As you know there was not any overcharge on our line and I have done all in my power for you in this matter, but the decision of the Denver & Rio Grande, as stated above, is final and you will, therefore, withdraw your claim.

Yours truly,

J. R. GRAHAM, JR.,
D. F. A.

PAONIA, Col., August 13, 1894.

Mr. J. R. Graham, General Freight Agent, Des Moines, Iowa:

DEAR SIR—In the latter part of November, 1893, I wrote the general freight agent of the Chicago, Rock Island & Pacific railway, laying in a claim of \$52 for excess freight charges on an emigrant outfit from Dexter, Iowa, to Delta, Col., shipped November 16, 1893. I am glad to say you gave prompt attention to the matter, but it seems to me you and Chicago, Rock Island & Pacific company failed to comply with justice.

In your letter of December 19, 1893, in which you acknowledge the receipt of a receipt given me by the Denver & Rio Grande folks for extra \$52 excess charges, you also state that you have laid in a claim for me of \$39.21, which you also state you think is the amount I have been overcharged. You also state you hope to be able to get the claim through for me, but because the Denver & Rio Grande folks fail to entertain the claim you ask me to withdraw the papers I sent you, which is my only clue for said amount.

Now, I want you to understand that I will never withdraw my claim when the company itself acknowledges the justice of it. So far as the Denver & Rio Grande folks refusing to comply with the tenor of my claim, it makes no difference with me, as your road guaranteed my goods through from Dexter, Iowa, to Delta, Col., for \$122, and I have no other company to look to but yours. It simply rests this way: Whether the Rock Island road means what it says, or whether it does not mean to do by its customers as it agrees to do. You say there were no extra charges on your line, which I admit, but you guaranteed my goods over the other named road just the same as over your own road.

As for the 1,550 pounds over the 16,000 pounds minimum, claimed by the Denver & Rio Grande, which I had, I gladly offered to pay local freight from Pueblo to destination, but they would not listen to such a proposition but compelled me to take a full car and pay accordingly. Lay all the above aside, as to extra freight and charges, your record would not be clear, for about six or eight weeks after I laid in my claim you sent another man, Mr. Griffin, from Earlham, Iowa, to Delta, Col., for same money, and he fared the same way at Pueblo, and this is only one more of others I could mention that have shared a like fate.

You may beat me out of this \$39.21 but you must remember every man can talk, and I am now where I can talk to men that expect soon to make the same trip I made over your road and men that prefer to patronize your road, providing justice will be meted out to them. I refer you to a Mr. E. M. Ballard of Earlham, Iowa, who expects to bring an emigrant outfit to Delta in a few weeks. I have informed him of the extra charges over your road when reaching Pueblo, also advised him as to rates over other roads.

Hoping to hear from you soon, I remain,

Yours truly,

A. J. HADLEY.

DES MOINES, Iowa, August 18, 1894.

G. H. Crosby, F. A., Chicago:

DEAR SIR—Referring to your letter under date of April 25th, with all papers in the above claim for overcharge on shipment of emigrant outfit made from Earlham, Iowa, November 16, 1893, destined Delta, Col., I wrote claimant, notifying him that same had been declined and to withdraw his claim, and wish to call your attention to his letter, also attached under date of the 13th inst., and will further add that when I quoted him rate on the basis of 16,000 minimum, Pueblo to Delta,

I did not notify him that if two cars were used, he would be charged full carload rates for both, nor does tariffs issued so read, and as the net weight of the entire shipment was but 17,550 pounds, I certainly think that the Denver & Rio Grande folks ought to reconsider the matter and entertain the claim on the basis outlined in my letter of December 19, 1893, when filing claim. Please take matter up again, advising. Yours truly,

J. R. GRAHAM, JR.,
D. F. A.

CHICAGO, August 23, 1894.

C. Tucker, Esq., G. F. A. Denver & Rio Grande Railway, Denver:

DEAR SIR—I return herewith the above claim for further consideration. Please see letter of Mr. J. R. Graham, Jr., of the 18th inst. and advise me with prompt return of papers. Yours truly,

GEO. H. CROSBY,
Freight Auditor.

Claim No. 36104.

DENVER, Col., September 5, 1894.

Mr. W. M. Hastings, Agent, Delta, Col.:

DEAR SIR—Please read Mr. Hadley's letter of August 13th, addressed to Mr. Graham, and with prompt return of papers advise if he offered to pay local charges on the excess above carload weight, and state if, in your opinion, such excess amounted only to 1,500 pounds. Yours truly,

C. TUCKER,
F. C. A.

I do not remember that Mr. Hadley offered to pay local on the excess over 16,000 pounds; do not think he made such an offer. Cannot now remember the bulk of freight in the second Denver & Rio Grande car, but my clerk says the car was over half full. Yours, etc.,

W. M. H.

CHICAGO, October 15, 1894.

C. Tucker, F. C. A., Denver & Rio Grande Railroad, Denver, Col.:

DEAR SIR—As per certificate of weight attached, the weight of this shipment was 17,550 pounds; you billed the shipment in two cars at a minimum of 16,000 pounds each, making a total of 32,000 pounds. I do not see how you can charge minimum weight of 16,000 pounds for shipment that only weighed 1,550. Please advise if you will not reduce the weight on one of the cars.

Yours truly,

GEO. H. CROSBY,
Freight Auditor.

DENVER, Col., October 20, 1894.

Mr. Geo. H. Crosby, Freight Auditor Chicago, Rock Island & Pacific Railroad, Chicago, Ill.:

DEAR SIR—Your method of figuring does not correspond with ours, as our experience has taught us that it is impossible to put 16,000 pounds of household goods in one of our narrow gauge cars. In all cases of this kind we charge for the space occupied and not for the weight, therefore we are unable to make any reduction in our charges. Yours truly,

C. TUCKER,
F. C. A.

DES MOINES, Iowa, January 15, 1895.

Claim 307263.

A. J. Hadley, Esq., Paonia, Col.:

DEAR SIR—Answering your letter of the 10th inst., received to-day regarding the car of emigrant outfit shipped by you from Dexter, Iowa, November 16, 1893, will say that as per your request I return original contract and expense bills showing amount paid the Denver & Rio Grande at Delta, Col., also all papers. As I have before explained to you, there was no overcharge on our line and our quotation to you from Pueblo to Delta was on the basis of 32½ cents per hundred minimum 16,000 pounds, and so stated in your contract. Rate to Pueblo, as quoted, was all that was charged. You will note by looking over papers that I certainly have done all in my power to have the Denver & Rio Grande make a refund to you, sending back papers to our general office the second time, but you will note by their letter of October 20th, to our freight auditor, Mr. Crosby, Chicago, that they for the second time positively decline to entertain any claim, saying that it took two cars to hold your shipments from Pueblo and for which they charged accordingly. Trusting that the explanation as to our efforts in your behalf will be satisfactory, I remain, Yours truly,

J. R. GRAHAM, JR.,
D. F. A.

It appears to the commissioners that in view of the facts stated in the foregoing, and especially when taken in connection with statements made in a letter of Mr. Graham of August 18, 1894, referring to your tariff, you will be willing to make a refund of this overcharge. Should you take this course, or in any event, kindly inform this office that reply may be made to Mr. Hadley.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Replying to the foregoing, Mr. Jeffery wrote as follows:

DENVER, Col., February 24, 1897.

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

DEAR SIR—I am in receipt of your letter of February 18th, written at the direction of the commissioners, in regard to shipment of household goods belonging to Mr. A. J. Hadley, formerly of Dexter, Iowa, to Delta, Col., on the line of this road, in November, 1893, and I note that a charge of \$122 was quoted to Mr. Hadley by the Chicago, Rock Island & Pacific representatives in Iowa for the shipment through to Delta, which was paid at the time goods were shipped, but that an additional payment was required of him by our agent at Pueblo, because it took two narrow gauge cars to contain the shipment. From the statements of our agent at Delta it would appear that the shipment filled over a car and a half, which was the reason two cars were charged for under our rules.

In view of Mr. Hadley's agreement with the representatives of the Chicago, Rock Island & Pacific railway at Dexter we will waive our rules in respect to this shipment and refund to Mr. Hadley the \$39.21 he claims.

Will you please advise me of Mr. Hadley's address, so that I can have check mailed to him?

I am much obliged to you and the commissioners for writing me on this subject, and directing my attention to the facts in the case, and regret that Mr. Hadley has been put to so much trouble and loss of time in adjusting same.

Yours truly,

E. T. JEFFERY.

Later, voucher was received at this office for Mr. Hadley, who called for the same in person, thanking the commission for its effort in his behalf. The board also wrote Mr. Jeffery, expressing its appreciation of his courteous treatment of the matter, and the case was closed.

C. 1798—1897.

J. C. HUGHES, NORWALK,

v.

DES MOINES & KANSAS CITY RAILWAY COMPANY.

Overcharge on logs.

Complaint filed February 18, 1897.

On February 18, 1897, Mr. J. C. Hughes, of Norwalk, called at the office of the commissioners, and in substance made the following complaint:

I shipped a car of walnut logs ten and fourteen feet in length, all under sixteen feet, about February 16th, from Norwalk to Des Moines, about eleven miles. When I undertook to pay the charges they informed me that the charges on the car, 32,000 pounds, were \$16.25, the lumber rate. I understand the Iowa Commissioners' Classification, page 53, fixes the rate on such logs at soft coal (lump) rates, which for the distance would be 38 cents per ton. The Des Moines & Kansas City being a class C road could charge 30 per cent more, making the rate 49.4 cents, which, on sixteen tons, would make a charge of \$7.90. I claim I am overcharged \$8.35. I have for four or five years last past shipped several cars of the same kind of logs, and they never have heretofore charged me more than 50 cents per ton. My shipments were always made over this same line. These logs are of small value, very little, if any, more valuable than cord wood.

The matter was immediately taken up with the Des Moines representative of the company, Mr. M. J. Sweet, who, upon being informed as to the proper classification of the logs in question, as shown by the following letter, made adjustment of the matter on same date, and the case is closed:

DES MOINES, February 18, 1897.

M. J. Sweet, Esq., Commercial Agent Keokuk & Western Railway Co., Des Moines, Iowa:

DEAR SIR—Replying to your verbal inquiry in reference to complaint of J. C. Hughes, of Norwalk, in reference to rate on walnut logs, I am directed to advise you that the classification fixed by the commissioners on logs, applies to all logs, regardless of the kind of timber. See page 53, Iowa Classification No. 11, to-wit: Sixteen feet and under, soft coal (lump) rates.

Over sixteen feet, 25 per cent less than soft coal (lump) rates.

Yours respectfully,

W. W. AINSWORTH,
Secretary.

C. 1799—1897.

W. J. R. BECK, FT. MADISON,

v.

ST. LOUIS, KEOKUK & NORTH-WESTERN RAILWAY COMPANY.

Stopping caboose at depot.

On February 23, 1897, the following was received from Mr. W. J. R. Beck, of Ft. Madison:

FORT MADISON, Iowa, February 24, 1897.

Secretary Railway Commissioners, Des Moines, Iowa:

MY DEAR SIR—I have occasion two or three times a week, sometimes oftener, to use the way freight from Montrose to our town, Ft. Madison. The reason I use this train is that it puts me here about 3:30 P. M. The evening train, the next train, arrives at 7:05 P. M. This way freight has been accustomed to leave the caboose many blocks from the depot and I have been compelled to walk to it through mud and slush, and on several occasions when I had just reached the depot and had not time to walk back to the caboose I have been left.

I have called the railway company's attention to these facts and have received the enclosed letter from them, which I think is contrary to what you have held in *Blackman v. Chicago, Rock Island & Pacific Railway*, report of 1890, page 909.

I do not know what may be held as station ground. The depot at Montrose is at the upper end of the town. The house track will hold but few cars. They have a long, passing track over two blocks below the depot. As a rule this way freight pulls into this passing track, cuts loose with the local car and pulls up to the station with only one or two cars, then pulls back and hitches to the main train and pulls out without stopping at the depot. Time and time again have I had to run to make the end of the train, where the caboose is, before they pulled out. If you will ask for a report of the freight cars pulled by this way freight, you will see that they average more than forty, so you can judge how far from the station the caboose, as a rule, stands. If you also ask for a report of the passengers carried by this train you will be surprised at the number of passengers. * * * Yours,

W. J. R. BECK.

(Copy of letter enclosed by Mr. Beck.)

HANNIBAL, Mo., February 23, 1897.

Mr. W. J. R. Beck, Attorney at Law, Ft. Madison, Iowa:

DEAR SIR—I am in receipt of a letter from you referred to me by Mr. Maxwell, our general agent at Keokuk, and in reply to your inquiries regarding our freight trains stopping at depots, I beg to state that the custom is, and it is generally understood by our patrons along the line, that way freight trains carry passengers as a matter of accommodation, and we do not consider them as regular passenger trains that stop at the proper platform at stations. Way freight trains stop wherever it is most convenient for the train men to handle their cars and freight in and out of them, and it has always been the custom for passengers alighting from or desiring to take freight trains, to do so from any point along the station grounds where the caboose may happen to stand.

Yours,

W. E. CUNNINGHAM,
Superintendent.

Again on March 11, 1897, Mr. Beck wrote the board as per the following:

FORT MADISON, Iowa, March 11, 1897.

Railroad Commissioners, Des Moines:

GENTLEMEN—I am still running to make the local at Montrose for this place, and therefore must urge for as early a ruling as possible upon my complaint.

I enclose a plat which shows the location of the switches at Montrose. As a rule we have to take the caboose at a point between A and D. At C there is a bridge, and very often caboose is left on said bridge. On account of the condition of the grounds on the river side of switch we are compelled to use the main track of the road to reach the caboose. This local is passed by a fast freight at this point. You will notice the switch is on a curve, and when filled with box cars obstructs the view of the main track, and it is only a question of time when some one will be killed on his way to the caboose by the oncoming fast freight, if compelled to take the caboose where it is now left. The fast freight goes through this town, Montrose, at full speed. Yours,

W. J. R. BECK,

To which the board made the following answer:

W. J. R. Beck, Esq., Fort Madison, Iowa:

DEAR SIR—I am directed to say in reply to your favor of March 11, 1897, that the complaint you make in your letter under date of February 24, 1897, is one that is quite frequently brought to the attention of the board, and from an investigation of the rulings and decisions made by this board since its organization, it seems to have been the opinion of the board of railroad commissioners of this state that railroad companies were not obliged to place their caboose or coach on freight trains at the depot platforms, but that such company should use reasonable and proper care in placing such caboose or coach at a reasonable and safe place for passengers to alight from or take passage on such caboose or coach. It is not clear from your letter and the plat submitted therein whether or not you have any complaint to make in regard to the place where you are obliged to board or alight from this freight train, other than the fact that it is not at the station platform. If you will kindly submit to the board whether or not this caboose or coach is placed at a dangerous point or whether passengers are obliged to cross the bridge indicated on your plat, or any other point or place where it would be hazardous or dangerous, the board will give the matter prompt attention.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On May 13, 1897, Mr. Beck wrote the board that "the caboose has stopped at the platform of late. * * * So long as they continue making this stop I am satisfied. Should they again compel me and other passengers to endanger our health and lives I will call this matter up and ask for a prompt ruling of your board on the same."

Having heard nothing further from the complainant the case is closed.

C. 1800—1897.

CITIZENS OF DE SOTO, EARLHAM
AND DEXTER,

v.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

Additional train service.

On March 11, 1897, the following petition signed by citizens of De Soto, also petitions following same from citizens of Earlham and Dexter, were received:

To the Honorable Railroad Commissioners for the State of Iowa.

We, the undersigned citizens of the town of De Soto, Iowa, respectfully petition your honorable body for better passenger train service on the Chicago, Rock Island & Pacific railway, between Des Moines and this point.

Under the present arrangement passenger trains Nos. 2, 3, 4 and 5, and local freights Nos. 53 and 54 so run that it is practically impossible to go from this place to Des Moines and return the same day and have a reasonable time in Des Moines during business hours. The local freights, Nos. 53 and 54, are not to be depended upon for the reason that they run anywhere from three to five hours or even more behind the schedule almost all the time. The local east due in Des Moines at 11 A. M., more often reaches that point at 3 o'clock or after, and the local returning west does not usually reach this point before from 10 to 3 o'clock in the morning and at times later, even. In going to Des Moines, therefore, to transact an hour's business, during business hours, we are almost compelled to go east on No. 4, stay over night in Des Moines, and come home on No. 3, at noon, the next day. We believe we are justly entitled to some relief in the matter.

W. C. Shipley, W. A. Shipley, E. Hutchison and fifty-four others.

[Another petition, same as foregoing, town not named, signed by L. W. Clayton, B. F. Goar, L. W. Fisher and thirty others.]

To the Honorable Board of Railroad Commissioners for Iowa:

We, the undersigned citizens of Earlham, Madison county, Iowa, and vicinity, respectfully petition your honorable body for better service on the Chicago, Rock Island & Pacific railway from Des Moines to this point, and from this point to Des Moines. Under the present arrangement the service now consists of passenger trains, Nos. 2, 3, 4 and 5; local freights, Nos. 53 and 54.

The only means we have of reaching Des Moines, during business hours, is local freight east, due in Des Moines at 11:30, which, however, does not usually reach Des Moines until late in the afternoon. In returning to Earlham, from Des Moines, the only train west that can be had the same day after reaching Des Moines from Earlham is local freight which does not uncommonly fail to reach Earlham before midnight and often not until very much later. You will, therefore, observe that it is almost impossible to go from Earlham to Des Moines and return the same day and have any time in Des Moines during business hours. We believe we are entitled to some relief in the premises.

Signed by Adam Gillart, W. Pinkney, M. W. Compton and seventy-one others.

Earlham, Iowa, February 27, 1897.

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

We, the undersigned citizens of Dexter, Iowa, and vicinity, hereby petition your honorable body for better passenger train service on the Chicago, Rock

Island & Pacific railway between Des Moines and this place. Under the present arrangement it is almost impossible to go from Dexter to Des Moines and return the same day, and have any time to attend to business in Des Moines during business hours. The passenger trains, Nos. 2, 3, 4 and 5, run at such times that to be in Des Moines during business hours one must go east on No. 4 and stay over night and return on next day's train. Local freights, Nos. 53 and 54, usually run so far behind their schedule that they are, for all practical purposes, of no benefit whatever to passenger traffic between this place and Des Moines. We believe we are entitled to some relief.

G. W. Bales, Tom Logan, J. H. Knight, John Forrester and twenty-two others.
Dexter, Iowa, March 3, 1897.

Copies of these petitions were sent to Mr. W. H. Truesdale, vice-president and general manager of the Chicago, Rock Island & Pacific Railway company, and in the further discussion of the matter the following correspondence was had:

CHICAGO, March 19, 1897.

W. W. Ainsworth, Esq., Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—I am in receipt of yours of the 15th instant enclosing copies of petitions from citizens of several towns located on our line west of Des Moines, asking for additional train service to enable them to come into Des Moines each day, do their business, and return to their respective homes the same day.

I see no way by which we can accommodate these people in the way they desire, excepting by putting on additional trains to be run from Stuart to Des Moines and return, and this, in the present condition of our business, we simply cannot afford to do.

Our passenger earnings this year are running behind those of last year each week at the rate of \$10,000 to \$15,000 per week, and when we consider that last year at this time we thought our passenger business had gotten to the lowest point it could possibly reach, you can see how poor our business now must be. It is at the lowest ebb that we have ever known it, and we are running many trains which barely pay operating expenses.

Our investigations of the matter show that the decreases in our business are, to a very great extent, in our local traffic, such as that between the points west of Des Moines and your city, and we do not believe that any additional train service would stimulate this business sufficiently to warrant us in going to the additional expense necessary to provide additional train service.

We might, perhaps, schedule our train No. 4, which now leaves Omaha at 10:40 A. M., so that it would leave there about three hours earlier than now, or about 7:40 A. M., thus getting the people west of Des Moines into that point on that train about 2 o'clock in the afternoon; but this would not help them in the matter of getting out of there in the afternoon, after doing their business.

If the people who have petitioned you on this matter, however, think it would be of advantage to them to have our train No. 4 get into Des Moines at the earlier hour, as above, we can arrange this, and will do so upon receipt of advices to the above effect.

We cannot, however, consent to putting on any additional train service on that, or any other portion of our line, until the times are materially better and conditions generally are so improved as will justify our going to this additional expense. Truly yours,

W. H. TRUESDALE.

March 25, 1897.

Mr. W. H. Truesdale, Vice-President and General Manager of Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

DEAR SIR—I am directed to acknowledge receipt of yours of the 19th inst., referring to petitions for additional train service on your main line for the accommodation of the people living west of Des Moines, and to say to you that there has been a continued demand for this service for a considerable time past, coming to the board, however, in a verbal form until these petitions have been filed. So insistent has this demand appeared to be that the board has felt inclined to the opinion that the service should be rendered.

The board has taken into consideration the inconvenience to which the people of that part of the state is put in reaching Des Moines and the towns west during the day, and in returning to their homes at reasonable hours in the afternoon, and that the expense of the company in providing such a service as is contemplated would be comparatively small. The company, no doubt, has idle equipment on hand for such a train, and one crew can do the work for a daily, except Sunday, service; also that the demand for the service has been so urgent that it would seem to promise paying returns to the company. The very convenience of such a train would make it popular and tend to increase business.

The change of your No. 4 as suggested by you would relieve the situation only a little, because there is no convenient day train returning.

A popular train would be one that would leave Atlantic, say at 6:30 A. M., arriving at Des Moines about 9:45 A. M., and returning, leave Des Moines at, say about 3:45 P. M., and arriving at Atlantic at about 7 P. M.

This letter is written more in the spirit of suggestion. If you still feel, however, that the service should remain as it is, the commission will fix a time at which to consider the matter with you. In the meantime awaiting your reply.

Yours truly,

W. W. AINSWORTH,
Secretary.

By order of the commission.

CHICAGO, Ill., March 27, 1897.

W. W. Ainsworth, Esq., Secretary Railroad Commission, Des Moines, Iowa.

DEAR SIR—I beg to acknowledge receipt of yours of the 25th inst., relative to matter of our furnishing additional passenger train service on our main line west of Des Moines.

I regret to say that we cannot see our way clear at the present time to put in any additional train service whatever on any portion of our line. We will be willing to change the time of our train No. 4 as suggested in my previous letter, and while possibly this change may not fully meet the demands of the parties who are agitating this question, we feel that it will certainly be more convenient for them than now and that it is the only change we can afford to make at the present time.

Our earnings continue to run off badly, and the investigations we have made as to what class of business these decreases mostly cover, show that it is in our local passenger business, that on which we have but short hauls, such as the business you urge we should put on this additional train service to accommodate.

We are confident that under existing conditions, no matter how much train service we may put on, we cannot stimulate passenger travel. The business conditions are all against it and until they improve, there is no use in the world in our trying to make business by providing more facilities therefor.

Your suggestion that we undoubtedly have idle cars which we could put into this service, does not to my mind, furnish a very good reason why we should put this equipment in service that will lose us money. It seems to me the argument would be as good to a man who has a vacant house that he had better let someone go into it free of rent, than to permit it to lie idle.

We certainly trust the commission will not urge us to do something we cannot afford, at the present time, to do.

With our earnings decreasing as they are, and with bankruptcy staring us all in the face, as a result of a recent decision of the United States supreme court, we feel that we are in no position to hasten our steps in this direction by increasing expenses which can by no possibility bring sufficient additional earnings to us, to cover the increased expenses. Truly yours,

W. H. TRUESDALE,
Vice-President and General Manager.

Following this correspondence, and by arrangement, a conference between the commission and Mr. W. H. Truesdale, vice-president and general manager, and Mr. Carroll Wright, attorney for the Chicago, Rock Island & Pacific Railway company, was held at the capitol in Des Moines, on April 27, 1897, resulting in an agreement for service as shown in the following letter:

DES MOINES, Iowa, April 30, 1897.

G. W. Bales and others, Dexter, Iowa; W. G. Shipley and others, De Soto, Iowa; Adam Gillard and others, Earlham, Iowa;

GENTLEMEN—After considerable correspondence with the officials of the Chicago, Rock Island & Pacific Railway company, I have to advise you that at the request of the commissioners, Vice-President and General Manager Truesdale of that company, spent some time in this office with the members of the board in an endeavor to arrange a train service that would better accommodate the public, and at the same time be reasonable on the part of the company. It is hoped that such an arrangement has been arrived at, and on May 16th a new time table will take effect, which provides that train No. 4, now leaving Council Bluffs about 11 A. M., and reaching Des Moines about 4:30 P. M., will leave Council Bluffs about 7 A. M., reach Des Moines about 12:45 P. M.; train No. 91 will be equipped for passenger service and will leave Des Moines about 4 P. M., arriving at Council Bluffs at about 9:30 P. M.

Trusting this will be a satisfactory and equitable solution of the matter, I remain, Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Which for the present seems to meet the demands of the petitioners and closes the case.

C. 1801—1897.
R. R. WILLIAMS, KEB, IOWA,
v.
CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY.

} Overcharge.

On March 19, 1897, the following complaint was received:

KEB, Wapello Co., Iowa, March 18, 1897.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—On October 23, 1894, I had a frame dwelling shipped from Lucas, Iowa, on a coal car on the Chicago, Burlington & Quincy railroad to Keb, Iowa, which is six miles northwest of Ottumwa, Iowa, for which they charged me \$50, claiming by their books the dwelling weighed 60,000 pounds, while I have a bill of lading for the weight, 20,000 pounds, subject to correction. I have been down to Ottumwa and seen the freight agent about it. What can be done about it? I am told that I have been charged too much, and so I have according to other dwellings that have been shipped here. Please answer and let me know what can be done about it. Yours respectfully,

R. R. WILLIAMS.

A copy of the same was sent to Mr. W. C. Brown, general manager of the Chicago, Burlington & Quincy Railroad company, and Mr. Williams advised of his reply, in the following letter:

DES MOINES, Iowa, April 30, 1897.

R. R. Williams, Keb, Iowa:

DEAR SIR—Sometime since you laid before this board complaint of overcharge on a shipment of dwelling house. It appears from investigation that this shipment was billed at 20,000 pounds subject to correction. That on arrival at Ottumwa the weight was raised to 60,000 pounds, but the car was not weighed.

W. C. Brown, general manager of the Chicago, Burlington & Quincy, to whom the matter was submitted, has made this very courteous reply: "The failure on the part of our agent at Ottumwa to have the car weighed leaves us in a position where we are unable to verify the weight of the shipment, and I have, therefore, directed our people to correct the charges to the basis of 20,000 pounds and refund the difference."

Please state whether this refund has been received, and whether the case is now settled to your satisfaction, in order that, if so, the record may so show.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On May 20, 1897, the following letter was received by the commissioners:

LUCAS, Iowa, May 20, 1897.

Mr. W. W. Ainsworth, Railroad Commissioner, Des Moines, Iowa:

DEAR SIR—Mr. R. R. Williams of Lucas, Iowa, told me to write you. He said he got his money all right to-day from the Lucas depot agent, and also Mr. Williams feels very thankful to you, for he never would have got his money only for you. Yours with best wishes,

R. S. GRAY, FOR R. R. WILLIAMS.

Closing the case.

C. 1802—1897.

C. D. BEEMAN, WAUKON,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Excessive freight rate.

On March 27th the following complaint was filed by Mr. C. D. Beeman, of Waukon, Iowa:

WAUKON, Iowa, March 26, 1897.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—The Chicago, Milwaukee & St. Paul Railway company have, for many years, been discriminating against this town in the matter of freights. I have room here to mention one only,—barrel salt in carloads from Chicago or Milwaukee. The haul to Decorah, Cresco, Charles City, Mason City and Algona is longer than to Waukon, yet we have been charged $\frac{1}{2}$ cent per hundred weight more from 1894 to March 1st of this year, than either of the above named towns. (Mason City and Algona, Iowa, being 100 to 150 miles further.) Lansing, in this county, is three miles nearer, and the tariff there has been 10 cents per hundred weight, and to Waukon 12 $\frac{1}{2}$ cents. Must we submit to it?

Yours truly,

C. D. BEEMAN.

A copy of this letter was sent Mr. A. C. Bird, general traffic manager of the Chicago, Milwaukee & St. Paul railway, and his attention called to the matter of complaint by the following letter:

A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway:

DEAR SIR—I am directed to call your attention to the enclosed copy of letter from C. D. Beeman, merchant of Waukon, Iowa, alleging discrimination in rates on barrel salt, in carloads, from Chicago or Milwaukee to Waukon.

While this is interstate business, and should properly go to the interstate commerce commission, it is sent you with the desire that should such discriminations exist that you will correct the rate.

The commission will be pleased to see this done and to be advised.

Yours truly,

W. W. AINSWORTH,
Secretary

By order of the commission.

Mr. Bird's reply was as follows:

CHICAGO, April 16, 1897.

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

DEAR SIR—Yours of the 7th inst. regarding complaint of Mr. C. D. Beeman, of Waukon, of alleged discrimination in freight rates on salt from Chicago to Waukon received. There have been so many changes in salt rates during the last two or three years that there may at any time have been some apparent inequality in the adjustment. As a matter of fact we are entitled to relatively higher rates to branch line points than to main line points; but under any circumstances it is simply impossible to keep our rates as we would like to have them.

A readjustment of rates was made effective on the 5th inst., the Waukon rate now being 11 $\frac{1}{2}$ instead of 12 $\frac{1}{2}$ cents, as heretofore. Upon reviewing the situation, however, I am disposed to do all that I can to remove any cause for complaint, even though this is purely an interstate matter, and I shall give directions to make the Waukon rates 11 cents instead of 11 $\frac{1}{2}$ cents. I trust this will dispose of the matter satisfactorily. Yours truly,

A. C. BIRD,
General Traffic Manager.

This reply was sent to Mr. Beeman on April 23, 1897 and acknowledgment of receipt of same by him is dated July 15th, 1897, closing the case.

C. 1803—1897.

CITIZENS OF ELKADER,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

*Insufficient train service on
branch line.*

On March 29, 1897, there was filed the following petition, viz.:

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

The undersigned citizens of Elkader, Clayton county, Iowa, and vicinity, respectfully submit to your honorable body the following facts, to-wit:

That the Chicago, Milwaukee & St. Paul Railway company own and are now operating a line of railway between McGregor and Elkader in said county, which said line of railroad is about twenty-eight miles in length, with four intermediate stations, viz., Beulah, Forelich, Farmersburg and Saint Olaf.

That said company is and has been for many years doing a large and lucrative passenger, freight and express business, a large percentage of which comes from the citizens of Elkader and vicinity, and said company charges the full rates allowed by law.

That the accommodations afforded to the public by said company along said line of road are not first-class, nor such as to promote the security, convenience and accommodation of the public, as may be seen from the following statement of facts, to-wit:

Said company runs but one train per day between said points, leaving McGregor at 9 o'clock A. M. and arriving at Elkader at such time as suits their ideas of convenience, seldom making the distance of twenty-eight miles in less than three hours, being an average of about nine miles per hour, and frequently stopping by the wayside to unload ties, rails and other material, to say nothing of the innumerable times they delay the train at some intermediate point in order that stock may be loaded into cars and then attached to the train, thus adding to the inconvenience and discomfort of passengers.

That there is but one car attached to the train, for the accommodation of passengers, which is simply a small "caboose" with a seating capacity of about twenty-five, one end of which is used as a mail, baggage and express car, and very often passengers are obliged to remain standing the entire distance for want of a seat. That as there is but one train per day on said road it is necessarily a

mixed train and it is no common thing for the train to come into Elkader an hour or two late, because of the amount of freight thrown off along the line, thus showing that the business of the company warrants the running of two trains per day. That connections cannot be made at McGregor with trains running west and north, nor with trains running west from Dubuque, making it necessary for persons desiring to go in said direction to either lay over at McGregor or go overland.

That the manner in which said road is conducted by said company is an imposition on the public, a source of annoyance, discomfort and inconvenience to the people of Elkader and vicinity, and they respectfully ask that your honorable board inform yourselves of the correctness of the statements herein made and order said company to:

First.—Run two trains per day between McGregor and Elkader.

Second.—Attach to the trains so run a good passenger coach, separate and apart from the baggage and express car.

Third.—Make proper connections with the trains run by said company on the main lines of their road, and such other order as may be proper and necessary to promote the security, convenience and accommodation of the public, and particularly of the citizens of Clayton county, through which said line is operated.

Signed, Chas. Reineck, mayor; D. D. Murphy, councilman; Realto E. Price, councilman; H. D. Brown, councilman; H. H. Barnard, councilmen; A. C. Hagensiek, city assessor; Dan Costigan, clerk district court, and seventy-four others, city and county officers, business firms and citizens.

Dated this 22d day of March, A. D. 1897.

Accompanying this was the following letter of transmittal:

ELKADER, Iowa, March 27, 1897.

Honorable Board of Railway Commissioners, Des Moines, Iowa:

GENTLEMEN—Under separate cover I send you this day a petition, signed by the business men of our city, requesting an investigation of the accommodations afforded the public by the Chicago, Milwaukee & St. Paul Railway company, in the operation of the Elkader branch of their road, and asking you to require said company to give some little attention to the security, convenience and accommodation of our people, who are patrons of said road.

The facts stated in this petition form but a small part of the objections we have to the manner in which said road is being operated, but words are too feeble to express the discomfort and annoyance experienced by our people, and we ask that you inform yourselves of the actual condition of this branch.

The town of Elkader built the depot for the company at this place and purchased the right of way for one mile, and actually built one mile of road for the company, and we feel that we are not asking too much in this petition. I have frequently been riding over this branch and had to stand the entire distance, and I have known the company to come into Elkader over two hours late, and when within sight of town, stop for a quarter of an hour to switch cars up to a sand bank, and not only once, but frequently.

If there is any further information needed I would refer you to Henry Meyer of this place, and to my father, who is now in your city. We respectfully ask that you give this matter your prompt attention, and oblige.

Yours truly,

JOHN EVERALL, JR.

On March 31, 1897, a copy of this petition was sent to Mr. A. J. Earling, vice-president and general manager of the Chicago, Milwaukee & St. Paul Railway company, with the request that he give the matter complained of his attention and early reply.

On April 5, 1897, Mr. Earling replied, giving a table showing the business of the Elkader branch for the year 1896 to have been as follows: Freight, \$3,165.48; passenger, \$2,290.79; mails, express, etc., \$1,704.82; total, \$7,161.09; and operating expenses to have been for the same period \$17,758.89, and taxes \$1,495.32, total \$19,253.71, or a deficit of \$12,072.62, saying: "The statement speaks for itself, and I do not believe any further explanation is necessary to convince the commission, as well as the signers of the petition, that the railroad is spending about all the money it can afford to spend for train service on that line."

On April 7, 1897, the following letter was sent to Mr. Earling in response to the foregoing:

DES MOINES, April 7, 1897.

Mr. A. J. Earling, Second Vice-President and General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—I am directed to say in reply to your favor of the 5th inst., that while the statement enclosed to the board in regard to the earnings and expenses of the Elkader branch for the year 1896 shows that it is being operated at a loss, yet it does not conclusively show that the passenger service might not be improved and arranged more efficient without any great additional expense. While the board does not wish to express any opinion at this time in regard to what ruling or order it might make in this matter, yet it believes that the railway company might at least furnish a more suitable passenger coach or car upon that branch without any financial detriment to itself, and undoubtedly to the great benefit of the patrons along that line. This part of the complaint seems to have been overlooked in your reply thereto. You will observe, by reference to copy of the petition sent you, that one ground of the complaint is in regard to the character and kind of car used by your company upon that branch, and if the statements contained therein are true, it seems to this board at this time that the company ought, at least, to furnish a better car; in fact, a passenger coach attached to this train might possibly answer many of the objections made to the service upon this branch.

Very respectfully yours,

(Signed)

W. W. AINSWORTH,

Secretary.

By order of the commission.

On April 15th Mr. Earling's reply was received, and was as follows:

CHICAGO, April 13, 1897.

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

DEAR SIR—I am in receipt of your letter of the 7th, in reference to the passenger train service on the Elkader branch. To the best of my recollection, no complaint was made in regard to the condition or to the seating capacity of

the coach which is operated on that line. As I recollect it, the burden of the complaint was in regard to double train service, or, in other words, an additional daily train, and my object in sending you a statement of the earnings and expenses of that branch was to show that the earnings were not sufficient to justify the company in increasing its expenses.

The coach in use on that line is clean and in good condition, and the seats are properly upholstered. It has a seating capacity of twenty-four people, which is more than ample for the travel on that line, and I do not see how it could be made more comfortable. I have never understood that any complaint as to the condition of the coach has been made.

Yours truly,

A. J. EARLING,

Second Vice-President and General Manager.

The situation was one that seemed impossible of solution except by a formal hearing, and August 25th, 1897, was fixed as the date and parties were duly notified. On that date the board of commissioners convened at Elkader and the meeting was attended by a large number of the business men of the town and vicinity. The railway was represented by ——— assistant division superintendent.

The fullest inquiry was made into the facts respecting the manner in which the service of the road had been and was being conducted, and also the amount of business, present and prospective.

The board of commissioners having taken the case under advisement, one member met General Manager Earling and arrangements for the additional train service were completed, as shown by the following letter:

CHICAGO, September 10, 1897.

Hon. C. L. Davidson, Chairman Railroad Commission, Des Moines, Iowa:

DEAR SIR—In accordance with our understanding when you were in my office a short time ago, the question of additional train service on the Elkader line has been investigated and arrangements have been made to run an additional train on and after September 20th. I wish to add, however, that it should not be considered a permanent arrangement, but simply an experiment; in case it is found that it cannot be made to pay, we shall, of course, feel at liberty to at any time discontinue the additional service.

Yours truly,

A. J. EARLING,

Second Vice-President and General Manager.

The following letter from Hon. F. D. Bayless, and information received from other sources as well, gives the results of the additional service:

ELKADER, Iowa, October 4, 1897.

W. W. Ainsworth, Secretary Railroad Commission, Des Moines, Iowa:

I came up from Elkader on the early train (that was ordered by the railway commissioners). There were fifteen tickets sold at Elkader, amounting to about \$30. That morning and evening train on Elkader branch is a great convenience, is well patronized and ought to have been put on years ago.

Yours very truly,

F. D. BAYLESS.

The demands of the complainants having been thus met the case is closed.

C. 1804—1897.

FRANK WISDOM, CRESTON,

v.

CHICAGO, BURLINGTON & QUINCY
R. R. CO., AND CHICAGO GREAT
WESTERN RAILWAY COMPANY.

} *Additional depot facilities at
Afton Junction.*

On March 31, 1897, Mr. Frank Wisdom, attorney-at-law, Creston, Iowa, filed two petitions, asking for additional depot facilities at Afton Junction. They are similar in terms, but neither gives the residences of the petitioners. The following is a copy of one of these petitions:

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

We, the undersigned, would respectfully represent that Afton Junction is a crossing other than an intersection of the Chicago, Burlington & Quincy railroad, and the Chicago Great Western railroad in Union county.

On the Chicago, Burlington & Quincy railroad the following trains carrying passengers stop at said junction, to-wit: Train No. 4, which reaches the junction going east at 2:50 o'clock P. M.; train No. 14, going east, which reaches the junction at 8 o'clock A. M.; train No. 13, going west, which reaches the junction at 6:40 o'clock P. M.; train No. 3, going west, which reaches the junction at 11:50 A. M. All of these trains are marked on the schedule to stop upon signal, but all of them regularly make stops, receive and take on passengers.

Upon the Great Western, all passenger trains stop going north and south. A great many passengers change trains at this place. Passengers who leave the "Q" at 2:50, to go north on the Great Western, have to wait until 6 o'clock. Passengers who leave the Great Western at 9:30 have to wait until 11:50 to go west on the "Q."

There are no adequate depot accommodations for the number of people who have to remain at this point waiting for trains. The waiting room is only 11x13 feet, and many times the seats are not sufficient to afford a resting place for the waiting passengers. There is no separate room for ladies. The amount of passenger traffic exchanged at this place is greater than that at many of the stations along the line of either road where comfortable depot buildings are maintained.

We would, therefore, respectfully ask that you investigate the accommodations afforded the traveling public at this point, and believe that you will determine that they are wholly inadequate.

J. C. MacGinitie, A. N. Keys, Wm. Bacon, J. L. Thompson, R. J. Miller, E. I. Thompson, Thos. Fox, H. E. Rex, R. M. McKnight, S. H. Beall, L. A. Wheatley, Wm. Miere, E. M. Cook, J. P. Ambrosier, E. A. Wales, J. W. Rhyne, J. M. Jackson, John Elliott (?), P. A. Holmes, R. C. Delmige, and forty others.

The other is signed by forty names. A copy of these petitions was sent at once to Samuel C. Stickney, general manager of the

Chicago Great Western Railway company, and one to Mr. W. C. Brown, general manager of the Chicago, Burlington & Quincy Railroad company.

The following are the replies of these officials of the two roads:

ST. PAUL, Minn., April 10, 1897.

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

DEAR SIR—Replying to your favor of the 31st ult., regarding facilities at Afton Junction.

For nine months, April to December, 1896, the number of passengers arriving at and departing from Afton on our trains was follows: Arriving, total for nine months, through ticketed to Chicago Burlington & Quincy, 288; average per month, 32; average per day, 1; local tickets, total for nine months, 1,638; average per month, 182; average per day, 6; total arriving for nine months, 1,925; average per month, 214; average per day, 7. Departing, through ticketed from Chicago, Burlington & Quincy, total for nine months, 306; average per month, 34; average per day, 1; local tickets, 1,701; per month, 189; per day, 8; total departing, 2,007, per month, 223; per day, 7.

We have two north bound and three south bound trains passing Afton Junction at convenient hours, and it is fair to assume that each train carries its proportion of passengers. On the assumption that all of the passengers departed on north bound trains, and all arrived on south bound trains, which is not at all probable, the average number for each train north bound was three and one-half and for each train south bound was two and one-half. There is an interval of over two hours between the passing of all our trains at Afton, so it is fair to assume that the greatest average number of passengers who were compelled to use the station at the same time was three and one-half and if all of the passengers each day arrived and departed on but two trains, the greatest average number at any one time was seven.

From the above statistics it would certainly appear that for the present, Afton Junction is adequately accommodated, and until such time as our general business improves, and the business of Afton shows a decided increase, I trust that your honorable board will sustain our objections to enlarging the present depot.

Very truly yours,

SAM C. STICKNEY,
General Manager.

CHICAGO, April 24, 1897.

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

DEAR SIR—Replying to yours of the 24th in regard to communication from Mr. Frank Wisdom, and some sixty others, complaining of insufficient accommodations at Afton Junction.

I have investigated this matter and find the complaint is well founded, and for your information would say I have directed our people to take the matter up with the Chicago Great Western people with a view of furnishing adequate facilities.

We are willing to assume one-half the expense, and I beg to suggest that you communicate with the Chicago Great Western people and urge them to join us on the above basis. Yours truly,

W. C. BROWN,
General Manager.

A copy of Mr. Brown's letter was at once sent to Mr. Stickney. A hearing was set for May 19, 1897, but to accommodate Mr. Wisdom, attorney for the petitioners, it was postponed, and it was arranged by correspondence that additional depot facilities would be provided, as shown by the following letters to Mr. Brown:

DES MOINES, Iowa, October 8, 1897.

Mr. W. C. Brown, General Manager Chicago, Burlington & Quincy Railroad Company, Chicago, Ill.:

DEAR SIR—I am directed to say that Mr. C. Shields, general superintendent of the Chicago Great Western Railway company, proposes to join your company in the construction of additional transfer facilities at Afton Junction, and suggests the following specifications:

ESTIMATE FOR CHANGES AT AFTON JUNCTION—PLAN "A."

The estimate is for the building of a 12-foot by 12-foot addition to the present building for a women's waiting room, and two baggage rooms, one at the level of each platform. The baggage rooms to be a standard 10 by 12 section house. The addition to present building to be of similar construction, except that it is to be lapsed over paper and the old building is to be papered and lapsed.

From under side of joist to the ground of both new and old part is to be double boarded, with No. 2 tarred felt between, in order to add to the warmth of the building.

All of the buildings to have two coats of paint on outside, and two coats on all new woodwork on inside of addition to depot.

Estimate includes two 8-foot settees and new stove.

Additional platform and walk to toilets, as outlined in yellow on drawings.

Total estimates cost three hundred and seventy-five dollars (\$375).

ESTIMATE FOR PLAN "B."

Provides for one baggage room, 8-foot by 12-foot, on level with depot; all other work to be same as specified for plan "A."

Total estimated cost, three hundred and forty dollars (\$340).

Blue print showing proposed additional construction colored in yellow is also enclosed, which kindly return.

Superintendent Shields also says: "We will have the work done, providing the Chicago, Burlington & Quincy will pay us one-half the cost."

This, the board believes, brings your interests together, and trusts that the construction may speedily be built.

Kindly advise the commission of your further action.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the commission.

BURLINGTON, October 18, 1897.

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

DEAR SIR—Your letter of 8th to Mr. W. C. Brown, general manager, about proposal of the Chicago Great Western road to join our company in better passenger facilities at Afton Junction has been referred to me.

I think plan "A" is all right, except that the estimated cost is too high, but I presume it is the intention of the Chicago Great Western to only charge us on the basis of actual cost for this work. I should, however, like to have this understood. I also think each company should own its own baggage room, leaving the station proper the only building owned jointly. In this event we would put our own baggage room at the foot of the incline.

If the suggestions made by me are satisfactory to the Chicago Great Western road we are willing that the work should proceed, *i. e.*, the Chicago Great Western to make the improvements, with the exception of the baggage rooms, charging us one-half of the actual cost of labor and material. Blue print enclosed with your letter is herewith returned. Yours truly,

C. M. LEVEY,
Superintendent Iowa Lines.

CHICAGO GREAT WESTERN RAILWAY, }
OFFICE OF GENERAL SUPERINTENDENT, }
ST. PAUL, Minn., October 28, 1897. }

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

DEAR SIR—Referring to your favor of October 25th, addressed to our general manager, which has been referred to me. We will go ahead and build the depot in accordance with plan "A," with the exception that each company will build its own baggage room. We will expect the Chicago, Burlington & Quincy to bear one-half the actual expense of erecting the depot in accordance with plan "A." I would be pleased to have a reply from the Burlington acknowledging their understanding of this proposition. Our chief engineer will go ahead with the work at once. Yours truly,

C. SHIELDS,
General Superintendent.

DES MOINES, Iowa, December 8, 1897.

Mr. C. L. Davidson, Chairman State Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In regard to the improvement at Afton Junction in depot facilities, beg to advise you that the work is completed.

Yours respectfully,

TROS. N. HOOPER,
Division Freight Agent Chicago Great Western Railway Company.

This closes the case.

C. 1805—1897.

BINFORD & BINFORD, MARSHALLTOWN.

v.

Concerning viaduct.

On April 3, 1897, the following inquiry was received by the commission from Messrs. Binford & Binford of Marshalltown, Iowa, and reply made as shown:

MARSHALLTOWN, Iowa, April 2, 1897.

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

DEAR SIR—We have, in this city, on a principal street, a very bad and dangerous crossing for teams running through the yards, substantially the Iowa Cen-

tral railroad and the Chicago & North-Western railroad. There are a great many tracks to cross within a small distance and it is very dangerous.

A number of citizens have spoken to us in relation to the crossing and desired some action taken towards getting a viaduct built across said tracks. We write you, as secretary of the board, to please inform us what steps are necessary for us to take here to present the matter properly before the railroad commissioners, that they may act and take such steps as they think will be proper for the protection of our people. An early answer will oblige.

We have not known of any such work being done in this part of the state, nor none has come within our notice, consequently we desire some information on the subject, that we may proceed properly and intelligently.

Trusting that you will not deem this an unreasonable request, we remain,
Yours very truly,

BINFORD & BINFORD,
Attorneys at Law.

DES MOINES, Iowa, April 15, 1897.

Messrs. Binford & Binford, Marshalltown, Iowa:

GENTLEMEN—I am directed to acknowledge receipt of your letter of the 2d inst. and to say in reply that chapter 32, laws of the Twenty-second General Assembly, authorizes cities of 7,000 population or over to require the construction of viaducts over or under railroads crossing public streets.

If the council desires to invoke the aid of this commission it would be necessary to forward the plans of the viaduct to this office with a request or petition for the official examination and approval of the board of railroad commissioners as provided in section 1.

Upon receipt of these the commission will set a date for a hearing which would be held in your city.

Trusting this may answer your inquiries, I am,

Yours very respectfully,
By order of the commission.

W. W. AINSWORTH,
Secretary.

C. 1806—1897.

WOMAN'S VILLAGE IMPROVEMENT
SOCIETY OF COON RAPIDS, IOWA,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

On April 10, 1897, the following complaint was addressed to the commissioners by Senator Garst:

April 10, 1897.

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

GENTLEMEN—At the request of the Woman's Village Improvement society, and the interested property owners of Coon Rapids, I call your attention to the fact that the Chicago, Milwaukee & St. Paul railroad have an embankment along one of the streets of the town, averaging in height from twelve to twenty feet. This is very unsightly and the interested parties referred to request that you

call the attention of said railroad company to the fact that they are very desirous of having this unsightly pile of dirt removed.

Yours truly,

(Signed)

WARREN GARST,

A copy of this complaint was forwarded to Mr. A. J. Earling, vice-president and general manager of the Chicago, Milwaukee & St. Paul Railway company, and on May 5, 1897, the following reply was received from him:

CHICAGO, May 3, 1897.

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

DEAR SIR—I am in receipt of your letter of the 23d ult., together with a communication from Senator Warren Garst of Coon Rapids, Iowa. It is possible that the earth which was wasted from the gravel pit has encroached upon the highway by reason of the heavy rains which may have carried some of the material beyond the company's property line.

Our superintendent has been instructed to look into the matter and to at once remove any earth which may have run over onto the highway.

Yours truly,

(Signed)

A. J. EARLING,

Second Vice-President and General Manager.

The following letter was received from Mr. Earling May 10, 1897:

CHICAGO, May 8, 1897.

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

DEAR SIR—Since my letter to you of the 3d I have received the report of our superintendent in reference to the complaint of Senator Garst of Coon Rapids, Iowa, and I find from this report that there has been no encroachment of the street from the pile of earth referred to. On my return to the city this morning I find your letter of the 4th in which the same statement is made, viz., that there has been no encroachment of the highway.

When I replied to your first communication I did not for one moment suppose that Senator Garst would expect the company to remove the pile of earth so long as it is confined to the company's own premises, and so long as it does not encroach upon the public highway. During the past fifteen years the company has purchased more or less land in and about Coon Rapids for the purpose of taking the gravel therefrom, and Senator Garst is well aware of the fact that a part of this property was purchased for the express purpose of piling thereon the top soil from the gravel banks, and that it is not a reasonable request to now ask the company to remove the pile of earth in question, and so long as it is confined to the company's own premises we must respectfully decline to remove it. I will say this much, however, that in case we should be required to use such material for bridge filling, widening of embankments, or for any other purpose, in the vicinity of Coon Rapids, a special effort will be made to take it from the pile in question; but unless we find that some such use can be made of it, I can see no reason why the company should be required to incur the expense of removing it.

It may be, as stated by Senator Garst, that it is unsightly, but I believe it is well known to the commission that there must be more or less of what is generally

termed "stripping" in connection with the working of a gravel pit, and the surroundings are not usually very attractive. In taking out gravel in the future we shall endeavor, however, to remove the stripping to such places as will be least objectionable to the village or city of Coon Rapids.

Yours truly,

A. J. EARLING,

Second Vice-President and General Manager.

April 11, 1897, Senator Garst called at the office of the commission and instructed the board to dismiss the matter, and this closes the case

C. 1807—1897.

J. C. LOCKWOOD, GREENE,

v.

BURLINGTON, CEDAR RAPIDS &
NORTHERN RAILWAY COMPANY.

} Fencing.

On April 11, 1896, the board received the following letter:

GREENE, Iowa, April 10, 1896.

To the Honorable Railway Commissioners of the State of Iowa:

The undersigned, your petitioner, respectfully represents to your honorable body that he is the owner of and in possession of outlets 1 and 2 in the incorporated town of Greene, in Butler county, Iowa. That he has owned and occupied said land for a period of about eight years for agricultural purposes. That when he purchased the said land, the Burlington, Cedar Rapids & Northern Railway company had a fence on the west line of outlet No. 1, between said outlet and its right of way, which they cared for and maintained until August, 1895. That they then removed the said fence, thereby throwing open the cultivated fields and pasture of your petitioner and endangering his crops and stock. That he immediately served a written notice on the said railway company to rebuild the said fence, which they have neglected and refused to do. That when he purchased outlet No. 2 there was on the west line of said lot an old fence between said outlet and right of way of said railway company. That he served a written notice on said company to rebuild the said fence, which they have neglected and refused to do, alleging as a reason therefor that their land joining outlet No. 2 is set apart for depot purposes, when, in fact, it is used for agricultural purposes, and for no other purpose has it been used for the past eight years.

Your petitioner, therefore, asks your honorable body to investigate the facts in this, and secure such action and relief as in your judgment he is legally entitled to.

Very respectfully yours,

J. C. LOCKWOOD.

The matter was at once taken up with President C. J. Ives of the respondent company, who, in a letter dated April 21, 1896, enclosing letter from Chief Engineer H. F. White, on the same subject, and plat showing the situation, admitted the duty of the company to build a certain portion of the fence asked for, when Mr. Lockwood had

built other fencing to connect with same in order to properly make the enclosure. The position of the company was at once communicated to Mr. Lockwood.

On April 25, 1898, Mr. Lockwood wrote the board, denying the correctness of the plat filed by the railway company, and enclosing another which it was claimed showed the true condition of affairs, and insisting that the fence he had asked for should be constructed.

After some further correspondence, a member of the board visited the locality and made a personal examination of the premises. Thereupon the board advised the company that "It would seem that all that part of the right of way extending southeasterly from the stock yards is not at present used for station or depot purposes. If we are correct in this conclusion it would seem as though that portion of the ground at least should be fenced."

On October 9th Mr. Ives said "I have given instructions for this fence to be built at once, and it will be finished next week."

Under date of November 6, 1896, Mr. Lockwood stated that the railway company had rebuilt the fence adjoining outlot No. 1.

The case is therefore closed.

C. 1808—1897.

THE KETCHUM & JOHNSON COMPANY, MARSHALLTOWN,

v.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

Classification. Interpretation of rule 5.

On April 12, 1897, the following letter was received from the Ketchum & Johnson company, wholesale dealers in farm machinery, wagons, buggies, etc., Marshalltown, asking an interpretation of rule 5 of the Iowa classification:

Marshalltown, Iowa, April 10, 1897.
Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We recently shipped a mixed car of agricultural implements, including farm machinery, farm wagons, and buggies, billing same as agricultural implements. They were loaded in a fifty-foot furniture car. Should the railroad company charge us for the actual weight, based on Class A, or should they add for additional length of car over a certain size? Our understanding is that buggies in long cars pay added freight, but not agricultural implements. Kindly advise us. Yours truly,

KETCHUM & JOHNSON CO.

In reply the commission said:

DES MOINES, Iowa, April 12, 1897.

Ketchum & Johnson, Marshalltown, Iowa:

GENTLEMEN—Your inquiry without date received to-day. The Iowa classification provides (see rule 5, amendment No. 3, sent you to-day), "Where minimum weights are specially provided for in the classification, or by amendments, those weights will govern, regardless of the length of the car or of the above rule (rule 5)." Consequently, a carload of agricultural implements and vehicles would take a minimum of 20,000 pounds (see classification, page 5), and if the weight of the contents exceed 20,000 pounds, the charge should be based on actual weight. Please state whether this ruling is in accordance with the charge made by the railway company. The only reason for making this request is that it is desired to ascertain how rule 5 is being interpreted.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

The following letters were exchanged:

MARSHALLTOWN, Iowa, April 14, 1897.

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

DEAR SIR—We are in receipt of your letter of April 12th, the contents of which we have carefully noted. The car in question contained agricultural implements, farm wagons and buggies, and was consigned as agricultural implements. The actual weight of the load in the car as shown by the railroad company's weight is 19,400 pounds. The railroad company based their raising of weight on rule 5 and raised the weight to 20,000 pounds, the goods having been loaded in a 50-foot car. In conversation with them this morning, they state that rule 5 must stand, as they have not accepted amendment No. 3. The above transaction was given with the Chicago & North-Western railway. We have had the matter up with the general freight department of the Iowa Central and they interpret rule 5 the same as you do as stated in your letter. In this case, what course would you advise us to pursue? Yours truly,

KETCHUM & JOHNSON CO.

April 16, 1897.

Ketchum & Johnson Co., Marshalltown, Iowa:

GENTLEMEN—Referring to yours this date, in which you say the Chicago & North-Western company, or an employe, informs you that they "have not accepted amendment No. 3 to Iowa classification No. 11," and ask what course to pursue. Replying I beg to state that I am inclined to think the company's general officers will not sustain that view, and that they will cheerfully refund any overcharge, provided one has been made.

Should the company decline to make refund after reasonable notice and explanation the attention of the commission can be called to the case.

Respectfully yours,

W. W. AINSWORTH,
Secretary.

No further communication having been received from the Ketchum & Johnson Co., the conclusion is that no reason exists for the further action of the commission, and the case is closed.

C. 1809—1897.

GEORGE FRAZIER, PANORA,

v.

DES MOINES, NORTHERN & WEST-
ERN.} *Stock killed—cattle guards.*

On April 14, 1897, Mr. John Jackley, of Panora, filed the following complaint for Mr. Frazier:

PANORA, Iowa, April 13, 1897.

Railroad Commissioners of Iowa, Des Moines, Iowa:

DEAR SIRS—The Des Moines, Northern & Western railway have a wood cattle guard one mile south of Panora, Iowa; said cattle guard is filled up so that there is no pit or daylight under it. On April 3, 1897, Mr. George Frazier had five horses get out of his field onto the road, get through a 4-board gate, which had either been left open or the strong wind had blown it down, so that the horses got out into the road, going over the gate, thence going south in the road about 200 feet; then going over the cattle guard, and then going northwest down the railway. About an hour later a freight train came along which did not whistle until they were within about 300 feet of the horses. The horses then ran away from the train, but they followed the horses killing one by one until the five head were killed; they then slackened up the train after killing three of the horses, and let the two last horses get away from them some forty rods and then took a second start and crowded the horses over a bridge and killed both of them on the bridge. Now, the railroad company, or the Des Moines, Northern & Western railway, refuses to pay for the horses. This same cattle guard is so poorly constructed so that any horse will cross it as readily as an ordinary culvert. Mr. Frazier is a poor man and needs settlement at once, so that he can get some horses to put in his crop. This crossing is also very dangerous to the traveling public, as the track comes around a bend, and the track is about five feet below the level of the ground where the railroad crosses the public highway. They should be forced to put a flagman at the crossing.

Gentlemen, kindly see so that the railroad company pays Mr. Frazier, and also puts in an underground crossing or put a flagman.

Hoping to hear from you soon,

JOHN JACKLEY.

On August 19, 1897, Mr. F. C. Hubbell, superintendent Des Moines, Northern & Western Railway company, stated that the claim had been settled, thus closing the case.

C. 1810—1897.

IOWA LEATHER AND SADDLERY
COMPANY, DES MOINES,

v.

OMAHA & ST. LOUIS RAILWAY CO.

} *Overcharge, passenger rate.*

On April 20, 1897, the following letter was received, and answer made as below:

DES MOINES, Iowa, April 19, 1897.

Railroad Commissioners, City:

GENTLEMEN—One of our salesmen informs us that the Omaha & St. Louis road charge their passengers 4 cents per mile for travel.

Is not this a violation of the Iowa law? Any information you can give us regarding this matter will be thankfully received.

Awaiting your reply, we are,

Yours truly,

IOWA LEATHER AND SADDLERY CO.

DES MOINES, Iowa, April 22, 1897.

Iowa Leather and Saddlery Company, Des Moines, Iowa:

GENTLEMEN—In reply to your letter of the 19th inst., I am directed to say that section 2027 of the code of Iowa provides for the rates of charges for passenger fares on the roads doing business in this state. This permits class "A" roads to charge 3 cents per mile; class "B," 3½ cents per mile, and class "C," 4 cents per mile. The roads are classified according to the gross amount of their respective annual earnings per mile within the state for the preceding year.

Class "C" includes all roads whose gross annual earnings per mile were less than \$3,000. The Omaha & St. Louis is a class "C" road, and hence, under the law, entitled to charge 4 cents per mile.

Yours very respectfully,

W. W. AINSWORTH,
Secretary.

C. 1811—1897.

RANEY BROS., FAIRFIELD,

v.

RAILWAY COMPANIES.

} *Rates on paving brick.*

On April 26, 1897, Messrs. Raney Bros., of Fairfield, addressed the board in the matter of rates on paving brick, the correspondence being self-explanatory:

FAIRFIELD, Iowa, April 17, 1897.

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

DEAR SIR—What action, if any, can be taken to secure rights to shippers where discrimination is made in regard to freight rates? We are in the brick and tile business here and are shipping considerable over both the Rock Island and Chicago, Burlington & Quincy roads, and we are charged full rates of freight according to their printed schedule and the schedule furnished by the Iowa commission. We are informed that the roads have combined to ship into our town several hundred thousand brick from Des Moines at an exceedingly low rate, probably considerably less than one-half rate, at least not exceeding one-half of the regular schedule rate, and which they charge us on all brick which we ship out of here. Please inform us what is our remedy and what method we should take to have the matter adjusted.

Respectfully yours,

RANEY BROS.

DES MOINES, April 23, 1897.

Raney Bros., Fairfield, Iowa:

GENTLEMEN—Your recent statement alleging discrimination on the part of the railroad companies in matter of rates on brick has been received. In it you state that "We are charged full rates of freight, according to their printed sched-

ule and the schedule furnished by the Iowa commission. We are informed that the roads have combined to ship into our town several hundred thousand brick from Des Moines at an exceedingly low rate, probably considerably less than one-half rate, at least not exceeding one-half of the regular schedule rate, and which they charge us on all brick which we ship out of here."

Before proceeding further with this case you will kindly obtain, if possible, and send this office, any schedules, tariffs or expense bills, or other evidence of rates actually paid on the brick in question. This information is needed in order that there may be no question as to the rates actually charged.

There is sent you under another cover a copy of the Iowa schedule and classification, together with amendment No. 3 thereto, taking effect July 22, 1896, on page 1 of which you will observe that "Brick, vitrified, for paving purposes" are 82 per cent of Class E.

Please advise this office fully whether the rates which you claim are being charged are the rates last above referred to, viz., 82 per cent of Class E, and also whether such rates are on paving brick or common brick.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

FAIRFIELD, Iowa, April 24, 1897.

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

DEAR SIR—Yours of the 23d inst., relative to the matter of freight rates on brick from Des Moines to this place, received. We have already been investigating the matter of evidence as to rates given on brick from Des Moines to this place, and will continue our investigations, and if our suspicions and our information are found to be correct, we will call your attention further to the matter. The copy of the Iowa schedule and classification, received, and we thank you for the same, although we have had a copy of the same ever since it was issued. If we are able to obtain satisfactory evidence respecting this matter, we will report to you fully and it may be that we will desire further information as to the manner of procedure, and if so, will write you.

Respectfully yours,

RANEY BROS.

Nothing further having been heard from the parties it must be assumed that they are satisfied with present conditions, hence the case is closed.

C. 1812—1897.

LEWIS MCKIMPSON, THAYER,

v.

CHICAGO, BURLINGTON & QUINCY
RAILROAD

} Highway crossing.

On April 27, 1897, the following complaint was filed:

THAYER, Iowa, April 23, 1897.

To the Honorable Railroad Commissioners of the State of Iowa, Des Moines, Iowa

I send you this letter to see if there is not some way that we can make the Chicago, Burlington & Quincy Railroad company put in a crossing over their track on a road to be opened direct to a schoolhouse for the convenience of the

scholars without having to go from two and one-half to three miles around; and crossing they now have is not safe. It is right at the head of their reservoir, and the back-water runs over the road; but where it is wanted will be safe, and the old crossing can be vacated, as road is not safe and is out of the way. Please let me know as soon as possible, and oblige,

Yours very truly,

LEWIS MCKIMPSON.

A copy was, on April 30, 1897, sent to Mr. W. C. Brown, general manager of the Chicago, Burlington & Quincy Railroad company, to which he replied under date of June 2, 1897:

Referring to yours of the 30th of April, with complaint of Mr. Lewis McKimpson of Thayer, requesting a crossing over our track. We have been ordered by the road supervisor to repair the road west of the reservoir, and as soon as that is fixed our people believe the objections of Mr. McKimpson will be met. If this is not satisfactory to your board, please advise.

This reply was sent to complainant on June 4, 1897, and he was addressed on July 31, 1897, and again on September 22, 1897, to which he made the following reply:

THAYER, Iowa, September 27, 1897.

DEAR SIR—In reply to yours of recent date, asking if I am satisfied, I will say, yes. The company fixed the road in good shape, and I have no further complaint to make. Yours respectfully,

LEWIS MCKIMPSON.

This closes the case.

C. 1813—1897.

JAS. G. RICKE, GRANGER,

v.

DES MOINES, NORTHERN & WEST-
ERN RAILWAY COMPANY.

} Drainage.

On May 11, 1897, the board received the following communication from Jas. G. Ricke, of Granger.

GRANGER, Iowa, May 10, 1897.

To the Railroad Commissioners:

GENTLEMEN—I write you in regard to opening a ditch on the right of way of the Des Moines, Northern & Western railway. I live one mile south of Granger. I have a slough which ought to go across the railroad, but when they built the railroad they made a cut of about four feet for almost one-fourth mile and instead of putting in a tile or small culvert to let the water go into natural course they turned it down the side of the track. Now, I have no objection to this, but the ditch, during dry seasons, has become filled up so as to back the water up on my land, and not only the water that comes out of this slough, but water that comes for about one-fourth mile that really ought to go its natural course. The ditch is about ten or twelve rods long, and if it was about two feet wide and fifteen or eighteen inches deep would carry the water all right. I have seen the

section boss about it two or three times, and some two weeks ago I wrote the roadmaster about it, but cannot get them to pay any attention to the matter. Of course the section boss said he would do it if he had authority so to do. * * * I would like to have it attended to at once as it spoils about two acres of land for culture. If you gentlemen have any information that would be of any benefit to me or can do me any good would be glad to receive it.

Hoping that I shall hear from you at an early date, I remain,
Yours truly,

JAS. G. RICKE.

On date of receipt the case was taken up with the respondent company, and Mr. F. C. Hubbell, superintendent, on May 13th, answered as follows:

Replying to attached, will say the natural water course at the point in question is across our tracks. We are perfectly willing to put in a culvert at this point, but our understanding is that Mr. Ricke does not want a culvert. He wants the water to run down one of our long cuts with the result that it makes the roadbed soft and impassable. You can readily see we cannot allow this. If Mr. Ricke will withdraw his objection to the culvert under our road, we will put it in at once.

Replying, Mr. Ricke, on May 16, 1897, wrote the board:

Yours of the 14th at hand, and in reply will say that Mr. Hubbell is wrong when he says that I want the water to go down one of his long cuts. I never said this, but I did say, or what I meant when I said that I had no objection to the water going down the track was, that if the company wanted to take it that way, I had no objection.

The section foreman came to me the next day after I wrote you about the case and said the company would put in a culvert, but where he said they would put it in would give no outlet for the water. The section foreman said, himself, that he did not see that it would benefit me one bit.

I do not think that it is for me to say which way the company takes this water, or what they do with it, but all I have asked of the company is for them to keep the water from backing up on my land and causing it to be unfit for use. It would also be better for the company to keep this water from standing on my land, and on their right of way. It would be far better to let it run off in two or three days than to have it lay alongside of the track for two or three weeks to slowly soak away.

If we cannot arrive at some conclusion with this I would prefer that you visit the ground and see it for yourself.

A copy of the foregoing was sent Superintendent Hubbell, who said, under date of June 19th:

I recently made a trip over the Boone line and called upon Mr. Ricke, in company with our roadmaster. Mr. Ricke has a slough of about thirty acres, which he admits needs a drain tile its whole length. He is not at this time financially able to make this improvement. By using our right of way he thinks he can drain a certain amount of this slough. We, therefore, have arranged with him to allow him to put his team to work on our right of way and plow a ditch, with

the understanding that should the scheme not work satisfactorily to us, we will have the right to close it.

The commission, on June 19th, asked Mr. Ricke to advise the board whether the foregoing was his understanding of the matter, and on July 10, 1897, he says: "You may close the case. The ditch is not dug yet, but I suppose it will be when the company gets ready to do their part of it." Nothing further having been heard from complainant, the case is closed.

C. 1814—1897.

F. D. MCKAY, ADEL,

v.

DES MOINES, NORTHERN & WEST-
ERN RAILWAY CO.

} Overcharge on car of coal.

The following correspondence explains itself:

May 1, 1897.

Mr. J. N. Tittlemore, General Freight Agent Des Moines, Northern & Western Railway Company, Des Moines:

DEAR SIR—There is enclosed herewith expense bills, invoice, also part of a letter from Van Ginkel Coal Co. to F. D. McKay of Adel, and one from Mr. McKay to this office, in relation to what he terms an overcharge of 82 cents on coal. With return of all papers please give your views of the situation.

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

DES MOINES, May 11, 1897.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners:

DEAR SIR—Referring to your letter of the 1st inst. regarding claim of F. D. McKay, Adel, for overcharge on car of coal. I enclose all papers in this matter for your inspection. Mr. McKay has never before presented bill for this overcharge, and of course after our accounts for the month are closed, and settlements made in accordance with weights furnished us by the shippers, the only way we could handle the matter was in shape of a claim. If you will return papers I will send them to the agent at Adel, with instructions to pay the amount of the overcharge to Mr. McKay. Yours truly,

J. N. TITTEMORE.

Mr. McKay was advised of the situation in the letter below:

May 12, 1897.

Mr. F. D. McKay, Adel, Iowa:

DEAR SIR—A few days since, there was received from you a claim against the Des Moines, Northern & Western Railway company for an alleged overcharge on car of coal. The matter was taken up with Mr. J. N. Tittlemore, the general freight agent of the company, who has, since that time, been in correspondence with his subordinates in reference to the case. To-day a letter is received from him in which he says: "Mr. McKay has never before presented a bill for this

overcharge, and of course after our accounts for the month were closed, and settlement made in accordance with weights furnished us by the shippers, the only way we could handle the matter was in shape of a claim. If you will return papers, I will send them to the agent at Adel, with instructions to pay the amount of the overcharge to Mr. McKay." In accordance with the suggestion of Mr. Tittmore, the papers have been returned to him, and you will doubtless, within a short time, be reimbursed for the overcharge paid.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Notice of this action was sent to Mr. Tittmore.

May 12, 1897.

Mr. J. N. Tittmore, General Freight Agent Des Moines, Northern & Western Railway Company, Des Moines, Iowa:

DEAR SIR—Your favor of the 11th inst. concerning claim of F. D. McKay, of Adel, for overcharge on car coal, is received.

I note that you say "If you will return papers, I will send them to the agent at Adel, with instructions to pay the amount of the overcharge to Mr. McKay." In accordance therewith the papers are returned herewith, and Mr. McKay has been advised of your prompt action in this case.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Not hearing of a satisfactory settlement of the case, an inquiry was sent to Mr. Tittmore on July 31st, and on August 5th the following was received, which closed the case.

August 5, 1897.

W. W. Ainsworth, Secretary:

DEAR SIR—Referring to your letter of July 31st, enclosing claim of F. D. McKay, of Adel. This matter is covered by our claim D. 4018. We paid McKay the amount as soon as you returned the papers to us, and it now stands on our records as a claim for relief by the agent of Adel, who advanced the amount.

Yours truly,

J. N. TITTMORE.

C. 1815—1897.

DR. O. N. HOYT, GREEN MOUNTAIN,

v.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

Additional train service.

On May 28, 1897, Dr. O. N. Hoyt, of Green Mountain, Iowa, made a personal application at the office of the commission, asking for additional train service at that station. In furtherance of this application the following letter was addressed:

May 28, 1897.

Mr. Sam. C. Stickney, General Manager Chicago Great Western Railway Company, St. Paul, Minn.:

DEAR SIR—Dr. O. N. Hoyt, of Green Mountain, called at this office to-day and made statement substantially as follows:

Green Mountain is a small station eight miles north of Marshalltown, on your line of road, but has a population tributary thereto as a shipping point of about

800. Passengers leaving Green Mountain bound for Marshalltown, Des Moines or other points south, can take the morning train No. 5, but are unable to return the same day for the reason that the evening train No. 2 going north will not stop at that station. A number of persons have used other routes when going to Chicago because of this inconvenience, and patrons of the road at that place feel that this train should be allowed to stop to let off passengers and to stop on signal to take on passengers.

Kindly give this matter your consideration, and advise the board what you can do to relieve this complaint.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the commission.

General Manager Stickney replied under date of June 2, 1897, and his reply was forwarded to Dr. Hoyt by letter, as follows:

DES MOINES, Iowa, June 4, 1897.

Dr. O. N. Hoyt, Green Mountain, Iowa:

DEAR SIR—You will remember that on May 28th you called at this office and requested that the Chicago Great Western Railway company stop its train No. 2 at Green Mountain on signal, for reasons stated. As you were advised at the time, the matter was immediately taken up with the officials of the company and they were asked to give the request their consideration, and advise the board what they could do to relieve the complaint.

Answering, Mr. S. C. Stickney, general manager, says: "Replying to your favor of May 28th, I beg to advise that Green Mountain will be made a flag stop for train No. 2, to discharge passengers from Des Moines and Marshalltown, and to take on passengers for Chicago, St. Paul and Minneapolis.

"Trusting that this arrangement will prove satisfactory, I remain, etc."

Please notify the board whether this adjustment is satisfactory to you, in order that, if so, the case may be closed.

Very respectfully yours,

D. N. LEWIS,
Clerk.

In reply, dated June 5, 1897, Dr. Hoyt says, "The arrangement is satisfactory." Case closed.

C. 1816—1897.

FRANK LEIMKUEHLER, MOSCOW,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY.

Excessive charge for freight.

On May 31, 1897, the following letter was received by the board of railroad commissioners:

MOSCOW, Iowa, May 29, 1897.

Honorable Board of Railroad Commissioners, Des Moines, Iowa:

SIRS—I had fifty-one bales of binding twine forwarded from Stockton to Moscow, May 27th, and the railroad company charged me at the rate of \$13.26 per hundred (the distance is just twelve miles), which I think is unreasonable, and I would kindly request your honorable board to look into this matter.

Awaiting your early reply, I am, etc.

FRANK LEIMKUEHLER.

In reply a schedule of reasonable maximum rates for the transportation of freight and cars on the railroads of Iowa, and the following letter was sent him:

Frank Leimkuehler, Esq., Moscow, Iowa:

DES MOINES, Iowa, June 2, 1897.

DEAR SIR—In yours of May 29th, you state that on fifty-one bales of binding twine forwarded from Stockton to Moscow the railroad company charged you at the rate of .13.26 per hundred pounds, the distance being twelve miles, and request this board to look into the matter.

Allow me to state that there may possibly be some information connected with this shipment that your letter does not reveal. You speak of the twine having been forwarded, this would possibly indicate that back charges had accrued on the shipment of twine from some other point to Stockton. This would have been shown or will be plain to you if you will examine your paid expense bill.

Be that as it may, binder twine is fourth class freight and the rate on fourth class freight in Iowa for a distance of twelve miles would be the rate for the next higher distance given in the schedule, or fifteen miles, and the fourth class rate for fifteen miles is 7.8 cents per hundred. See copy of schedule sent you page iv, and page 8.

If you have correctly stated your case there is an apparent error in the matter which the company will, no doubt, promptly correct upon request.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On June 10, 1897, the following letter was received from complainant:

MOSCOW, Iowa, June 9, 1897.

Honorable Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—Yours of 2d inst and freight tariff of the same date came to hand, and after presenting the same to our local agent he has to-day refunded to me in cash the difference of .13.26 for second class, and 7.8 cents for fourth class, which was .5.46 per hundred pounds overcharge. He has two tariffs, the one is the same as you sent me and the other is one he has received January 1, 1897, and in that tariff, twine is put in second class. The matter is settled now, and I thank you very kindly for the prompt attention you gave this matter.

Yours with respect,

FRANK LEIMKUEHLER.

This closes the case.

C. 1817—1897.

HAMILTON & CO., ALGONA,

v.

BURLINGTON, CEDAR RAPIDS &
NORTHERN RAILWAY COMPANY.

What is state commerce?

ROCK RAPIDS, Iowa, May 29, 1897.

Honorable Board of Railroad Commissioners:

GENTLEMEN—Please advise us if the railway companies can collect more than the Iowa distance tariff when shipments originate and terminate within the state

but cross a state line in the route, as the Burlington, Cedar Rapids & Northern does in going from Emmetsburg to Lester, Iowa.

Yours very truly,

J. A. HAMILTON & Co.,
Algona, Iowa.

DES MOINES, Iowa, June 2, 1897.

J. A. Hamilton & Co., Algona, Iowa:

GENTLEMEN—Your inquiry of May 29th, asking to be advised whether the "railway companies can collect more than the Iowa distance tariff in shipments originating and terminating within the state but crossing the state line in the route, like the Burlington, Cedar Rapids & Northern does in going from Emmetsburg to Lester, Iowa," has been received.

Replying, I beg to call your attention to the following cases: Diamond Jo line v. Chicago, Burlington & Quincy, report of this board for 1889, pp. 1074-1077; D. J. Carpenter, Beloit, v. Chicago, Milwaukee & St. Paul, report of 1890, p. 849; L. E. McGilora, Larchwood, v. Burlington, Cedar Rapids & Northern, report of 1892, p. 862; opinion of the supreme court of Iowa in case of Carpenter v. Chicago, Milwaukee & St. Paul, report of 1892, p. 901, in which opinion the court, following the decision of the United States supreme court in a Pennsylvania case therein cited, holds substantially that commerce beginning and ending within the state, though passing outside in transit, is state commerce and subject to state rates, sustaining the Iowa commission in its finding, and also sustaining the Iowa statute upon this particular point.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1818—1897.

FRANK LESTINA, ROAD SUPERVISOR, FROELICH,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Overflow highway crossing.

On June 2, 1897, the following was received by the board:

FROELICH, Iowa, June 1, 1897.

Iowa State Railroad Commissioners, Des Moines:

DEAR SIRS—Several years ago I built an underground culvert at the village of Froelich, Iowa, and notified the officers of the Chicago, Milwaukee & St. Paul Railway company to connect with this culvert and extend same through under their tracks to prevent the filling up of said culvert, and the overflow of the crossing and highway adjacent. They have promised to put in one on the highway, but have not yet done so. Please notify and instruct them to do this at once.

FRANK LESTINA,
Road Supervisor, District No. 5.

The case was at once taken up with respondent company, and, under date of August 4, 1897, Mr. A. J. Earling, general manager, said: "Our superintendent advises me that an arrangement has been made to take care of the water, to the entire satisfaction of Mr. Lestina."

There seems to have been considerable delay in doing the necessary work to put crossing in proper condition; explained by Mr. A. M. Jackson, roadmaster, that he had been short of material, but that the work would soon be completed.

After some further correspondence had been had, Mr. Lestina said, in a letter dated December 2, 1897: "I have examined the drain box, put in here in connection with the one that I wrote the commissioners about, and find it all satisfactory."

The case is therefore closed.

C. 1819—1897.

J. W. STALKER, IOWA FALLS,
v.
ILLINOIS CENTRAL RAILROAD CO. } Omnibus privileges; discrimination.

On June 4, 1897, a letter was received, of which the following is a copy:

IOWA FALLS, June 2, 1897.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—I have recently put on a bus for my house here, and as this is the second best house in the city, and has always heretofore had second place or stand at depot, we think we are entitled to the same yet, but the agent at this place says not; insists on giving the old bus line first room for two busses and a dray, leaving fourth place for my bus. This I do not think is fair, and as I can do nothing with the agent I apply to you for relief. My business is given a great deal of trouble at every train by the bulldozing disposition of agent and old bus men, frequently being abused by both.

Can you not adjust this matter for me, so that I can get fair play and not be subjected to continual insults by having my business imposed upon?

Trusting that you will give this matter early attention, and thanking you in advance, I am
Very respectfully yours,

J. W. STALKER,
Hotel Cooper.

To which the following reply was sent:

DES MOINES, June 7, 1897.

Mr. J. W. Stalker, Proprietor Hotel Cooper, Iowa Falls, Iowa:

DEAR SIR—Referring to yours of June 3d concerning the assignment of location for omnibusses on station grounds, I am directed to send you reports of this board for 1890 and 1892, in the former of which, on pages 881 and 903, you will find decisions of the commissioners concerning this question, also in the latter report on page 763.

In your letter you did not state what company you desired to complain against, and as there are three railroads entering Iowa Falls, the matter cannot be taken up with railway officials until this office is advised which railroad company is at fault.
Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On September 24th the following letter was received from Mr. Stalker:

All is satisfactory in relation to bus privileges. Thanking you for your kind consideration I am,
Respectfully,

J. W. STALKER.

This closes the case.

C. 1820—1897.

J. S. FRAZIER, NEVADA,

v.

CHICAGO & NORTH-WESTERN RAIL-
WAY COMPANY.

} Overcharge. Passenger fare.

On June 6, 1897, the following letter was received by the commission:

NEVADA, Iowa, June 7, 1897.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I had occasion to go to Breda, in Carroll county, Iowa, on the 2d inst. The agent here charged me \$3.31 fare. In coming back I was charged \$2.68, which is the regular fare. I spoke to the agent about it and asked the return of the 63 cents. He said he sold me a ticket by the way of Jewell Junction and the junction northwest of Breda, which makes the distance about twenty-one miles further than by the direct route west to Maple River Junction. I went, however, by Maple River on the ticket and to Breda without any trouble. I have learned since that the agent sells tickets in that roundabout way when he can, instead of on the direct route, and the tickets appear to be prepared for that purpose, at least so they can be so used by the agent.

Yours,

J. S. FRAZIER.

A copy was sent to Mr. J. M. Whitman, general manager of the Chicago & North-Western Railway company, with the following letter:

June 11, 1897.

Mr. J. M. Whitman, General Manager Chicago & North-Western Railway Company, Chicago, Ill.

DEAR SIR—There is enclosed herewith for your information and such reply, if any, as you may desire to make, a communication from J. S. Frazier, of Nevada, concerning alleged overcharge in matter of passenger fare.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Further correspondence was also had in the case between the commission and the railway officials, finally ending with the following letter, dated Aug. 11, 1897, from General Manager Whitman:

The ticket that was sold to Mr. Frazier, from Nevada, from Nevada to Breda, Iowa, at a rate of \$3.31 was the correct rate over the long distance route via Jewell Juno

tion. The short line rate is \$2.68, and as it seems Mr. Frazier used the ticket that way, our passenger department has made a voucher in his favor for the difference—63 cents.

This closes the case.

C. 1821—1897.

WALDO & THORNLEY, WOODWARD,

v.

CHICAGO, ROCK ISLAND & PACIFIC,
CHICAGO, MILWAUKEE & ST.
PAUL RAILWAYS.

Transfer charges.

On June 12, 1897, the following letter was received by the commissioners:

WOODWARD, Iowa, June 11, 1897.

W. W. Ainsworth, Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—We had fifty bushels of potatoes in sacks shipped from Prairie City here by way of Perry, and the Rock Island company charged \$1.65 for transferring from that road to the Chicago, Milwaukee & St. Paul. Are they allowed to charge that, if not, how am I to proceed to get it refunded? Please let me hear from you in regard to it and oblige

WALDO & THORNLEY,

Waldo & Thornley, Woodward, Iowa:

GENTLEMEN—Answering your communication of the 11th inst. concerning transfer charges at Perry on fifty bushels of potatoes, I am directed to say: This commission has no authority under the law to regulate the charges made by transfer companies.

This office is informed that the freight depots of the Chicago, Rock Island & Pacific and Chicago, Milwaukee & St. Paul railways are a considerable distance apart, and that freight to be transferred, must be hauled by team from one to the other. The transfer company doing this service charges 5 cents per hundred pounds, neither railroad company receiving any part of such charge.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1822—1897.

S. R. HEAVILIN, GLADBROOK,

v.

CHICAGO GREAT WESTERN RY. CO.

Farm crossing.

On June 22, 1897, the following complaint was filed:

The crossing on my place, about two miles west of Gladbrook, or about the third private crossing west of said town, on the Great Western railway, has been torn up and is keeping me out of my corn field. The corn needs plowing badly. I would like to have you look after it and see that I get reasonable damage, as it is a damage to me. Yours truly,

S. R. BEAVILIN.

And on June 29th the following reply was sent complainant:

DES MOINES, Iowa, June 29, 1897.

S. R. Heavilin, Gladbrook, Iowa:

DEAR SIR—Your recent communication in matter of crossing on your place, about two miles west of Gladbrook, was duly received and the attention of the company called thereto by letter. Their local superintendent was also advised of the situation by telephone, who stated, in answer to the call, that he would give the case early attention.

Kindly keep this office advised of any action taken to accomplish the results asked for. Very respectfully yours,

(Signed) W. W. AINSWORTH,
Secretary.

On July 3d the following letter from Mr. Samuel C. Stickney, general manager of the Chicago Great Western Railway company, was received:

ST. PAUL, Minn., July 1, 1897.

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

DEAR SIR—Replying to your favor of June 23d, regarding complaint of S. R. Heavilin. I beg to advise that the crossing was only impassable for three hours owing to the unloading of a train of ballast, and was repaired immediately after, which was two days before the date of your letter.

Yours truly,

S. C. STICKNEY,
General Manager.

On July 7, 1897, the following letter from complainant was received and a copy was sent to Mr. Stickney on July 31, 1897:

GLADBROOK, Iowa, July 6, 1897.

Railroad Commission, Des Moines, Iowa:

GENTLEMEN—Yours received and noted. The crossing has been put in and is all right for a wagon, cultivator, etc., but not for a binder. The road boss has been here and said he would see that it was fixed all right, but it hasn't been done yet.

Is it my place to run after the section boss when the crossing has been torn up and ask him to put it in? I ask this question for information.

Yours truly,

S. R. HEAVILIN.

To which Mr. Stickney replied under date of August 19, 1897, as follows:

ST. PAUL, Minn., August 19, 1897.

W. W. Ainsworth, Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—Referring to the complaint of S. R. Heavilin, of Gladbrook. Our roadmaster reports that he met Mr. Heavilin on the 8th inst. who stated that the crossing had been fixed satisfactorily and that he had no further cause for complaint; therefore I do not see that there is anything further to be done in the matter. Yours truly,

SAMUEL C. STICKNEY,
General Manager.

October 7, 1897, Mr. Heavilin addressed the board as follows:

GLADBROOK, Iowa, October 7, 1897.

Railroad Commissioners, Des Moines:

GENTLEMEN—Yours of the 22d ult. at hand and noted. The crossing is all right now and as long as they keep it as it is I have no further cause for complaint.

Yours truly,

S. R. HEAVILIN.

This closes the case.

C. 1823—1897.

TOWNSHIP TRUSTEES, LONG CREEK
TOWNSHIP, VAN WERT,

v.

HUMESTON & SHENANDOAH RAIL-
ROAD.

} *Low viaduct.*

On July 4, 1897, there was received by the commissioners the following letter:

VAN WERT, Iowa, July 1, 1897.

Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I am requested by township trustees to say there is a railroad bridge (viaduct) one-fourth mile north of Van Wert, and one-half mile west of depot on Humeston & Shenandoah railroad that is only about nine and one-half feet above wagon track and will not permit of covered wagons, loads of grain, etc., to pass under. There has been several complaints made in regard to same. We have notified the railroad company's agent here in regard to the matter and have received no reply from railroad officials. Will you kindly take the matter up with the proper officers and have the necessary changes made at bridge so that parties hauling grain or hay will be able to get through? It requires three miles drive on public highway to get around this bridge.

Very truly yours,

M. F. THOMPSON,

Township Clerk.

A copy of this complaint was sent to Mr. E. C. Murphy, general manager of the Humeston & Shenandoah Railroad company, and his reply is as follows:

CLARINDA, Iowa, August 7, 1897.

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

DEAR SIR—Replying to yours of July 31st as to Mr. Thompson's complaint concerning a bridge west of Van Wert, in Decatur county, would say that said bridge is over the highway and is nine and one-half feet in the clear. The bridge has been of the same height, without complaint for sixteen years.

The bridge can be made of greater height for clearance, by scraping out the earth from two to two and one-half feet maximum in center of bridge, across the right of way.

If highway supervisor will co-operate and scrape the earth for two or three hundred feet and dump the scrapings into a depression in the highway immediately south, the highway will be much improved and brought to near a level.

Yours truly,

ERSKINE C. MURPHY,

General Manager.

A copy of this reply was sent Mr. M. F. Thompson, township clerk, on August 10, 1897, and he was advised "that if he had anything further to add, to kindly send it at an early date." No response having been received by the commissioners a second letter was sent him on September 22, 1897, to which he replied of date September 25, 1897:

GENTLEMEN—Bridge referred to has been fixed all right for the present.

Yours truly,

(Signed)

M. F. THOMPSON,

Township Clerk.

Case closed.

C. 1824—1897.

TOWN OF MARCUS,

v.

THE ILLINOIS CENTRAL RAILWAY
COMPANY.

} *Stockyards nuisance.*

On July 22, 1897, the following complaint was filed.

MARCUS, Iowa, July 17, 1897.

To the Board of Railroad Commissioners:

GENTLEMEN—As recorder of the town of Marcus I have been instructed to notify you that the Illinois Central Railroad company are, and have been, maintaining, what to the public seems to be a nuisance in the operation of the stockyards. The yards are located in close proximity to the business and residence part of the town, in fact are right in the heart of the city, and as the shipping is somewhat extensive the yards generally give forth a most offensive and disagreeable odor, and more especially so in bad weather.

A petition of about ninety of the residents of the town for the removal of the yards to a more distant and appropriate location was placed before the town council and they notified the company of the fact and asked that they be removed. Instead of doing so the company have filled them in with gravel, thereby giving temporary relief, at least to a certain extent. This is not what the people want as the yards have been a nuisance to the town for years, and if it is improper and unlawful for the company to operate them in such a manner, and so near to the established interests of the town, then we want them removed.

I should be pleased to hear from you with a suggestion as to what you can do for us. Awaiting your early reply

I am yours very truly,

G. EDWARD JONES,

Recorder.

On July 24, 1897, a copy of this complaint was transmitted to Mr. J. T. Harahan, vice-president of the Illinois Central Railroad company, for his consideration and action.

On the same date the following letter was sent to Mr. G. Edward Jones, recorder.

DES MOINES, July 24, 1897.

Mr. G. Edward Jones, Attorney at Law, Marcus, Iowa:

DEAR SIR—I am directed to acknowledge the receipt of your letter of the 17th inst., and to say that chapter 151, acts of the Eighteenth General Assembly, gives the mayor and aldermen of each incorporated city, the mayor and council of each incorporated town or village, and the trustees of any township, full jurisdiction as a board of health within the limits of the cities, towns and townships of which they are officers. The powers seem pretty clearly defined, and the duties seem to cover such cases as you describe.

The subject, however, has been brought to the attention of the railroad company, and it is the opinion of the commissioners that the matter will be remedied. If not, please address the board on the subject again.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the commission.

On August 7, 1897, the following letter was received from Mr. Harahan:

CHICAGO, August 5, 1897.

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

DEAR SIR—Referring again to your favor of the 24th ult., in which you embody copy of communication from Mr. G. Edward Jones, recorder of the town of Marcus, under date July 17, 1897, in reference to condition of our stockyards at that point, I have looked into this matter and find that stock and wagon scales were put in the stockyards at Marcus in February, 1897, and in June this year it was found necessary to increase the capacity of the yards by the addition of two pens.

Toward the end of June a letter was received from the recorder of the town of Marcus, advising that the city council had declared our stockyards a nuisance and ordered the same abated. I also find that these yards were thoroughly cleaned out and graveled when the new pens were constructed in June.

Superintendent Dixon took the matter up with Recorder Jones June 26, 1897, with the view of ascertaining what, if anything, was desired done aside from moving the yards, but has received no reply to his letter.

Mr. Dixon also states that the majority of the signers of the petition for the removal of our stockyards signed it merely because they were requested to do so and that many of them stated they did not think it would be to the interest of the city to have the yards moved. We have strong competition at Marcus from the Chicago & North-Western railway, and if we were compelled to move our stockyards it would place us at a disadvantage.

There has been some feeling there on account of a petition signed by several hundred people in that vicinity, asking this company to provide scales for the weighing of grain and live stock, which was done. I also find that at the time the city scales were sold they were purchased by a man who expected to control the business of weighing shipments, but as this was not satisfactory to many of the shippers they insisted that we should put in scales, which naturally has caused some antagonism on the part of the man who purchased the city scales.

Stockyards in themselves cannot be considered a nuisance. We will endeavor to keep these yards in a clean condition and I do not think there will be any necessity for moving them. Yours truly,

J. T. HARAHAN,
Second Vice-President.

On August 10, 1897, a copy of this letter was sent to Recorder Jones, of Marcus.

On October 7, 1897, the following letter from Mr. Jones, recorder, was received in response to letters from the commissioners of date August 10, 1897, and September 22, 1897:

MARCUS, Iowa, October 5, 1897.

W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR—Your favor of the 23d ult. relative to the stockyards controversy at this place was received. The letter of the vice-president has not in any way changed the condition of things, but the fact that the company has placed the yards in better condition will warrant the conclusion that for the present at least, the case may be considered closed.

If there should arise any further objections in the future I shall advise you at once. Yours very truly,

G. EDWARD JONES,
Recorder.

This closed the case.

C. 1825—1897.

H. F. LEMON AND OTHERS, PROP-
ERTY OWNERS, ELM SPRINGS,
v.
CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Station Facilities.*

About July 27, 1897, there was received by the commission the following letter and complaint:

ELM SPRINGS, Iowa, July 21, 1897.

Railroad Commission:

As the property owners of Elm Springs bonded for \$5,000 to build a depot here, and has paid an agent part of the time here, and now to have our depot closed and the agent taken to Dakota. We have done more business here than they have in Fairview, where they have taken the agent to. As we understand, the law says they shall maintain us an agent when the depot is built for them. We ask you gentlemen to intercede for the people of this town and if we are entitled to an agent to have one sent here. The auditor of the railroad said the commissioners of Dakota insisted that they would put the agent in Dakota, at Fairview, and close this up. We hope the railroad commissioners of Iowa will grant us the same and see that we get an agent here to do our business in our own state.

Yours respectfully,

(Signed)

H. F. LEMON.

On July 31st the following reply was made to the above letter:

DES MOINES, Iowa, July 31, 1897.

Mr. H. F. Lemon, Elm Springs, Iowa:

DEAR SIR—To your inquiry or complaint of the 21st inst., relative to the abandonment and removal of your depot building, I am requested to ask you to

furnish this office at the earliest practicable date, a copy of any contract, if in writing, regarding the erection of the same, and the furnishing of the \$5,000, also a copy of any election notice on which the election was held, together with any other fact that can be fully substantiated, bearing upon the case. Upon receipt of this information the matter will be taken up with the railway company and you will be fully advised of their position.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On the same date a copy of the letter and complaint of Mr. Lemon was sent to Mr. A. J. Earling, vice-president and general manager of the Chicago, Milwaukee & St. Paul Railway company, to which he made the following reply:

CHICAGO, August 4, 1897.

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

DEAR SIR—Replying to your letter of the 30th ult. and to the communication from Mr. H. F. Lemon, of Elm Springs, Iowa, I have to say, that about three years ago the company entered into an agreement with one William Mulhall, of Rock Valley, Iowa, to stop its trains at what is now known as Elm Springs, provided Mulhall would furnish a depot building and pay for the construction of a side track. The agreement further provided that if at the end of two years the business of the station should not be sufficient to justify the company in continuing its maintenance, that there should be no requirement on the part of the company to continue the agency at that place.

The records of the business transacted during the past year show that the amount is insufficient to longer justify the maintenance of an agency, and it was therefore made a prepaid station, but the depot is kept open for passengers the same as heretofore, and freight is handled in the same manner as at other similar prepaid stations where the business is not sufficient to warrant the company in employing an agent.

I am not aware that the town was bonded in any sum for the construction of the depot and the side track. The company's dealings were had with Mr. Mulhall and not with the town, and the agreement entered into with Mulhall has been carried out in every respect.

Yours truly,
(Signed) A. J. EARLING,
Second Vice-President and General Manager.

A copy of which was sent to Mr. Lemon, the complainant, on August 10, 1897, with the request added: "If you have anything further to lay before the commissioners relating to this case kindly forward at your earliest convenience."

On September 22, 1897, another letter was addressed to Mr. Lemon, requesting him to "kindly note communication from this office dated August 10, 1897, and state whether you have anything further to lay before the board in regard to this case."

No reply having been received to either of these letters and nothing further having been filed with the commission, the case is closed.

C. 1826—1897.

MRS. FRED SHRIMPER, LINN JUNCTION,

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO.

On July 23, 1897, the following letter was received:

LINN JUNCTION, July 26, 1897.

Railroad Commissioners:

DEAR SIRS—Would like to have your help and advise as to a matter I have with the Chicago, Milwaukee & St. Paul railroad, Omaha division. On said division their road runs through a forty acres, cutting it in two, which we owned when they built the road, Sec 1 section 1 township 83, R. S. W. 5th P. M.

At the time of building they made and since maintained a water, cattle and driveway which they have recognized as our passage from one side to the other for the past sixteen years. At a few times we asked them to do some work to improve our passage way, which they did, as they recognized it as ours, and now they are making a change, that will render this passage of, no use to us ever for a cattle-way, and it will cut us off of the living water that is only on one side, which will render the other side waterless. The opening is a water passage only when it rains. They are putting in an old timber box four and one-half feet high, and four feet wide, and at another place they are putting in a private grade crossing. They asked me to choose a crossing and I would not, so they put it in to suit themselves, where I can not get to it owing to the lay of the land, but I do not want a grade crossing. I want them to leave the one I have had for sixteen years. I protested and served notice on them, and demanded that the under passage be left me, sixteen-foot wide opening, and high enough to let a load of hay through.

Please favor as your office allows you, and answer and direct as you see best at your earliest convenience.

Yours very truly,

(Signed) MRS. FRED SHRIMPER

By WM. SHRIMPER

Bridge No. 806, Omaha Division Chicago, Milwaukee & St. Paul railway.

A copy of this complaint was sent to Mr. A. J. Earling, vice-president and general manager of the Chicago, Milwaukee & St. Paul Railway company, on July 31, 1897, and the following reply was received from him on August 11, 1897:

CHICAGO, August 10, 1897.

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

DEAR SIR—The undercrossing near Linn Junction, referred to in your letter of the 31st ult. and in the complaint of Mrs. Fred Shrimper attached thereto, is one to which the parties have no legitimate claim. The facts are, that when the road was constructed there was not sufficient material available to make the embankment, hence the temporary pile bridge was constructed, not for the purpose of affording a waterway, but simply because the materials which to

make the embankment was not within hauling distance at the time of the construction of the road.

There is no contract or understanding for an undercrossing and there is no reason why the bridge should not be filled, leaving an opening by putting in a culvert that will carry all the water that may accumulate during freshets.

The company has provided a suitable and convenient grade crossing and one which will answer all practical purposes. The crossing is used very little and there seems no good reason why the company should maintain the present opening.

A. J. EARLING,

Second Vice-President and General Manager.

A copy of this letter was sent the complainant on August 12, 1897, with a request for her to reply to same. On August 17, 1897, the following reply was received:

LINN JUNCTION, Iowa, August 16, 1897.

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

DEAR SIR—In answer to Manager A. J. Earling's reply I beg to say there is any amount of dirt 30 rods from the place in question, and at the time of construction they hauled away much of it to get it out of the way, which would have made good material to have closed up the opening at that time, if they so intended. On the west side of this bridge, for that part of the dump, they hauled the dirt 80 rods with wagons to build the road, when at the same time on the east side of this bridge, rather east end, there is a bank of good dirt only 30 rods away, and is still there. At the time of settling with us for the right of way, this bridge was taken into consideration by their claim agent, who, I have no doubt, still remembers the matter as we had considerable talk about it. That the bridge was to be our crossing and cattle pass, as it is a pasture on both sides of the railroad. How can we use a grade crossing? On the south side we have about 80 acres with a creek and on the north side there is about 60 acres that we pasture with the other side, as the north side has no living water. The box now being put in is not a cattle pass and it is not large enough to let the water through in case of a heavy rain, without damaging us by backing back on our pasture. The box is not large enough as a water way, and the water way is a necessary thing at that point. As for the grade crossing, it is not suitable and convenient, as he says, in any way. It is at a place where I cannot use it. I cannot get to it on account of low ground. As for not using the undercrossing much, as he states, we have to haul about seventy-five loads of hay and grain besides a large amount of wood each year, with considerable other driving back and forth through this undercrossing.

Kindly give this matter further attention and let us hear from it.

Yours very truly,

MRS. FRED SHRIMPER.

On August 18, 1897, a copy of this letter and additional complaint, was sent to Mr. Earling, vice-president and general manager of the Chicago, Milwaukee & St. Paul Railway company, to which he replied as follows:

CHICAGO, September 6, 1897.

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

DEAR SIR—Replying to your letter of the 18th ult., referring to the complaint of Mrs. Fred Shrimper, of Linn Junction, Iowa, dated the 16th ult. The state-

ments therein do not materially change the situation as outlined in my letter of August 10th.

When this line of railway was constructed through Iowa time was of vital importance. It was frequently necessary to construct bridges where earth needed to make embankments was not near by. In the case under consideration the bridge could be built in less time than the earth could be hauled the considerable distance necessary, hence, the construction of the bridge was decided on. Now we have reached a point where we can afford to make a permanent bank. Sixteen years' experience has demonstrated that only a very small opening is required there for water, and we have arranged for such an opening. If Mrs. Shrimper had a contract which required us to maintain the bridge it would be done, without regard to what the expense of such maintenance might be. Having no such contract it would seem that we are proceeding both legally and equitably in the matter.

Yours truly,

A. J. EARLING,

Second Vice-President and General Manager.

Following this some further correspondence occurred and on September 13, 1897, the following letter was sent to complainant:

September 13, 1897.

Mrs. Fred Shrimper, Linn Junction, Iowa:

DEAR MADAM—I am directed to say that the board has given your complaint against the Chicago, Milwaukee & St. Paul Railway company careful consideration and also has taken the matter up with the railway company, as you have been heretofore informed. You are advised that no amicable arrangement has been reached in this matter, the railway company refusing to concede that you have acquired any rights to an undercrossing or in and to the right of way of the railway company. If you have any agreement with the railway company whereby it agreed to give you the undercrossing, or any agreement, either expressed or implied whereby it agreed to not remove the same, the only place that a question of that character could be legally and finally settled would be the courts and not before the railroad commissioners. The commissioners are of the opinion, however, that if you have no agreement or contract with the railway company and you rely upon the use of such undercrossing during the last sixteen years, that your claim would not be a good one, as the railway company had not in any manner abandoned the use of its property or in any other way permitted the use or possession thereof adversely to it.

While it may have permitted you to allow live stock to pass under its track and over its right of way, yet the commission does not think that you by such use would acquire a title to or an interest in the property of the railway company. It is believed this opinion is fully sustained by the decisions of the courts of this state.

It is regretted that this office has been unable to bring about an amicable settlement and arrangement between yourself and the railway company, but under the circumstances the commissioners feel that they have done all they can reasonably do in this matter.

Trusting that you may yet be able to reach some satisfactory arrangement between yourself and the company, I remain

W. W. AINSWORTH,
Secretary.

Case closed.

C. 1827-1897.

McCULLOUGH & FUDGE, MARNE,

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY Co.

Shortage of water in stockyards.

On July 31, 1897, the following letter was received by the commission, and the correspondence following is self-explanatory:

MARNE, Iowa, July 30, 1897.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We have been out of water here at our stockyards since last Sunday, and it seems like our agent can't get anybody to come and fix it. It is hard to get along without water, shipping hogs such weather as this. Please see to it that we get a good pump in this well, and oblige

McCULLOUGH & FUDGE,

Shippers.

July 31, 1897.

McCullough & Fudge, Marne, Iowa:

GENTLEMEN—Immediately upon receipt of your statement in regard to your stockyards being without water the matter was telephoned to Division Superintendent Harry Fox, of the Chicago, Rock Island & Pacific Railway company, and it was suggested to him that it might be well to take the matter up by telegraph with the local agent. The case will quite likely receive prompt attention at his hands. Very respectfully yours,

W. W. AINSWORTH,

Secretary.

DES MOINES, Iowa, September 22, 1897.

McCullough & Fudge, Marne, Iowa:

GENTLEMEN—On July 31st reply was made to your complaint in reference to lack of water for your stock, stating that the case had been laid before Superintendent Fox, and that he would give it early attention. Will you kindly advise this office what was done in order that the case may be closed, upon the commissioners' records, if matter has been satisfactorily arranged.

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

MARNE, Iowa, September 24, 1897.

Board of Railroad Commissioners:

GENTLEMEN—In reply to yours of the 22d would say that the water has been fixed up satisfactorily. Yours respectfully,

McCULLOUGH & FUDGE.

This closes the case.

C. 1828-1897.

HENRY MCGEE, MARTINSBURG,

BURLINGTON & WESTERN RAILWAY COMPANY.

Fencing.

On August 8, 1897, the following letter was received and reply made:

MARTINSBURG, Iowa, August 1, 1897.

Railroad Commissioners:

I want some fencing done on my place, it being in section 27 and section 28 in Shady Run township, Hancock county, Iowa. I haven't had any fencing done on my land by the railroad yet. I have had some made for my own convenience, but I need the posts and wire in other parts of the farm for conveniences for myself. I have eighty acres in southeast quarter, it being the north half of the southeast of 28, and 100 acres in 27, it being in the southwest quarter of the north part, and it lays on both sides of the railroad. It lays east of the town of Martinsburg, Iowa. I have a hedge fence in section 28 that is eighty rods long, it being the west part of the 160 rods in section 28 and on the north side of the road. That is getting so it isn't very good, and will have to be some other fence before long, and if it is convenient you might make it all at once; and the east forty rods is along my pasture, so there might be some danger of stock getting on the railroad and getting hurt or killed. I have meadow on both sides of the road in section 27 and will want to pasture it this fall, but not at the same time, and have corn on the north side in section 27. I will take my wire posts away soon. I want good fence, such as the law requires.

HENRY MCGEE,

DES MOINES, Iowa, September 14, 1897.

Henry McGee, Esq., Martinsburg, Iowa:

DEAR SIR—I am directed to say in reply to your favor under date of August 1, 1897, that all railroad companies within this state are obliged to fence their right of way with a good lawful fence. You do not say what railway company is operating a line through your land.

You are advised to call the attention of this matter to some official of the railway company and see if they will not fence their right of way without further trouble. After you do this and you find they make no attempt to build or construct their fence you may notify the board and the case will be taken up with the company. Very respectfully yours,

W. W. AINSWORTH,

Secretary.

No reply to this letter having been received this case is closed.

C. 1829—1897.

FRANK E. POLLANS, ATTORNEY,
WATERLOO,
v.
ILLINOIS CENTRAL RAILROAD
COMPANY.

*Use of mileage tickets by other
than purchaser.*

On August 19, 1897, the opinion of the board was asked concerning the rights of holders, other than the purchaser, of mileage tickets. The following correspondence explains:

WATERLOO, Iowa, August 17, 1897.

W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR—February 28, 1896, O. H. Sweeney, a ticket broker of this city, purchased of the Illinois Central Railroad company, through its agent at this place, a 2,000 mile transportation book, paying therefor \$50.

The book was taken out in the name of T. Emery, and was numbered 9,416.

On April 5th he gave this book to one William Knowles, from whom it was taken by a conductor of the above road on that date.

The company now have the book and refuse to surrender it to Mr. Sweeney, on the ground that he has forfeited all right to it because of the following printed matter on its cover: "If presented by or found in the possession of any other person it shall thereby become void, and the person to whom it was issued shall forfeit all rights thereto and all sums of money paid therefor, and it shall be taken up and full fare collected."

The company and its agent well knew from years of dealing with Mr. Sweeney to just what use he put this and all books which he continually purchased, and willingly sold them to him for brokerage purposes.

The question which we seek information upon is: Can the company, under the above circumstances, lawfully keep this book and also refuse to return to Mr. Sweeney the price he paid them for it?

If this case comes within the jurisdiction of the railroad commission, we ask your aid in righting what seems morally and legally wrong.

Very respectfully,

FRANK E. POLLANS.

DES MOINES, Iowa, September 20, 1897.

Mr. Frank Pollans, Attorney, Waterloo, Iowa:

DEAR SIR—I am directed to say in reply to your letter addressed to the board of railroad commissioners under date of the 17th ultimo respecting the purchase of a mileage book by your client from the Illinois Central Railroad company, that the board is of the opinion that whatever relief you may be entitled to could only be obtained through the courts, as this board would not have jurisdiction over a subject of this kind, unless you desire to present a complaint against the Illinois Central Railroad company for discriminating in the sale of its mileage over its lines of railway in this state.

Assuming, however, that your client purchased and the railway company sold the mileage in question with the understanding, expressed or implied, that such mileage should be used in violation of the agreement written or printed thereon, then, in the judgment of the commissioners, it would be a plain violation of the

laws of this state which prohibit discrimination in passenger fares, and both parties, assuming your claim to be true, entered into a secret agreement to violate the law.

The railroad company in selling mileage with the understanding that it might be used indiscriminately by any person or persons regardless of the written contract or agreement printed upon the mileage, and your client purchasing the same for the purpose of disposing of it to other persons not named upon the contract, violated the laws of the state. It is a familiar principle of law that the courts will not aid either party where they have entered into an unlawful contract or agreement, but it will leave them in the same condition they placed themselves when they entered into such contract.

Trusting that this letter will fully answer your inquiry, I remain

Very truly yours,

W. W. AINSWORTH,
Secretary.

By order of the commission.

C. 1830—1897.

H. C. FRANCE, ROSE HILL,
v.
CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

Minimum weights—Marked capacity of cars.

On September 6, 1897, there was received at the office of the board the following letter, which is self-explanatory:

ROSE HILL, Iowa, September 4, 1897.

Railroad Commission, Des Moines, Iowa:

SIRS—Our agent here has instructions to require us grain shippers to load 40,000 pounds of grain to a car. This is asking something that we cannot do, for as a rule we cannot get this weight on. I wish you would take this matter up immediately, as it takes effect September 10th, and oblige;

H. C. FRANCE.

In accordance with the request, a copy was at once forwarded to General Manager Truesdale.

September 11, 1897.

Mr. W. H. Truesdale, Vice-President and General Manager Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

DEAR SIR—There is sent you herewith for your information and such attention as it may seem to you to require, the complaint of H. C. France & Co., grain dealers at Rose Hill, a station on your line, in Mahaska county.

Will you kindly advise this office what basis there is for this statement, and whether your company has established a minimum on grain which cannot be loaded in the size of cars furnished? Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Mr. Truesdale replied as follows:

CHICAGO, September 14, 1897.
W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa.

DEAR SIR—Noting yours of the 11th instant, I beg to enclose you herewith copy of circular issued by our general freight department, fixing the minimum weight 40,000 pounds per car on all grain loaded at stations on our line east of the Missouri river, unless marked capacity of cars furnished is less, in which case the minimum weight will be as per capacity of car.

I do not believe that in establishing this rule we have fixed it in such way as that we are making a minimum so large that the grain cannot be loaded in the cars furnished.

The necessity for making this rule would be obvious to you if you know how short we have been of cars all over our line east of the Missouri river for grain loading, and how many of those we furnished came in loaded only part of their capacity.

Yours truly,

W. H. TRUESDALE,
Vice-President and General Manager.

COPY OF CIRCULAR ORDER.

G. F. D. No. 5074. I. C. C. No. C-1281.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY.

(Lines east of the Missouri River.)

GENERAL FREIGHT DEPARTMENT,
CHICAGO, August 31, 1897.

Effective September 10, 1897, this company will exact a minimum weight of 40,000 pounds per car on all grain loaded at stations on its lines east of the Missouri river, unless marked capacity of cars furnished is less, in which case minimum weight will be as per capacity of cars.

Agents must notify parties interested.

H. GOWER,
General Freight Agent.

Complainants were furnished copy of the letter and circular.

September 15, 1897.
H. C. France & Company, Rose Hill, Iowa:

GENTLEMEN—In response to your recent request in matter of the rule for loading grain cars, I beg to hand you herewith copy of reply of Vice-President and General Manager Truesdale of the Chicago, Rock Island and Pacific, which is self-explanatory. Accompanying this reply is a copy of circular G. F. D., 5074, bearing date of August 31, 1897, which says: "Effective September 10, 1897, this company will exact a minimum weight of 40,000 pounds per car on all grain loaded at stations on its lines east of the Missouri river, unless marked capacity of cars furnished is less, in which case minimum weight will be as per capacity of cars. Agents must notify parties interested."

If you have other statements bearing upon this case which you desire to lay before the board, kindly forward them at an early convenience.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1831—1697.
F. E. LIGHTNER, Carthage, Mo.,

Carried past station.

CHICAGO GREAT WESTERN RAILWAY CO.

On September 7, 1897, Mr. F. E. Lightner wrote the board the following:

On September 1st my wife, Mrs. E. W. Lightner, bought a ticket here for Santiago, Iowa, over the Chicago Great Western railway, paying full fare for a first-class ticket, \$11.70. They checked her baggage through. After she left Kansas City on the train the conductor said that he would not stop to let her off there, so he put her off at Des Moines, making it cost her \$1 more. Now they got my money. That is the only passenger train, and Mrs. Lightner was not able to stand the worry, and was hardly able to travel, then to be treated that way. What can be done about this matter? Will you please look it up, and if you need any more information, write me?

Yours truly,

F. E. LIGHTNER.

Mr. Lightner was answered as follows:

September 11, 1897.

F. E. Lightner, Carthage, Mo., 124 Meridian street:

DEAR SIR—Your recent statement that the Chicago Great Western Railway company sold your wife a ticket to Santiago, Iowa, a point at which the train would not stop, has been received, and has been taken up with the company in question. You will be fully advised of their position concerning the matter upon receipt of their answer.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

The matter was laid before General Manager Stickney:

DES MOINES, September 11, 1897.

Samuel C. Stickney, Esq., General Manager Chicago Great Western Railway Company, St. Paul, Minn.:

DEAR SIR—There is handed you herewith copy of communication from Mr. F. E. Lightner, of Carthage, Mo., to which your attention and reply are respectfully requested.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Not hearing from the case Mr. Stickney's attention was again called to the case on November 1st, and on November 4th he replied that he was unable to find the secretary's letter of September 11th, and asked for a copy, which was promptly furnished

On November 18th the following answer was received:

ST. PAUL, Minn., November 17, 1897.

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

DEAR SIR—Referring to the matter of complaint from F. E. Lightner of Carthage, Mo., and answering your letters of September 11th and November 6th:

The delay in reporting this matter to you was occasioned by reason of the very meager information we had to work on. We have finally succeeded in obtaining the following facts:

Mrs. Lightner left Kansas City on our train No. 6, August 31st, which is not scheduled to stop at Santiago, and the conductor who honored her ticket out of Kansas City claims that he explained to Mrs. Lightner that the train did not stop at Santiago, but that we had a morning train out of Des Moines which does stop there; and suggested that she lay over in Des Moines and take this train. He also advised her that train No. 6 arrived at Santiago at a very early hour, and claims that she told him she did not want to arrive at such an early hour and would prefer waiting in Des Moines.

The conductor who took charge of the train at St. Joseph told her that the train did not stop, and also advised her to take No. 4 from Des Moines, and this, according to the conductor, seemed perfectly satisfactory to Mrs. Lightner. If she had insisted on going through on No. 6, the conductor would certainly have stopped the train for her.

I do not understand that Mr. Lightner's letter is in the nature of a claim, but you can advise him that if his wife misunderstood our conductor, and suffered any inconveniences we will be glad to refund the amount expended for hotel bill at Des Moines. Yours truly,

S. C. STICKNEY,
General Manager.

Mr. Stickney's letter was forwarded to complainant on December 2d.

DEAR SIR—Again referring to the matter of your complaint against the Chicago Great Western Railway company, there is enclosed herewith for your information the answer of General Manager Stickney of that company. You will observe that he states that the company is willing to refund the amount expended for hotel bill at Des Moines. If you accept this amount, please advise the commissioners in order that the case may be closed upon the records.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Not replying, complainant's attention was called to the case on February 4th, and on February 7th he forwarded the following answer, which closes the case:

CARTHAGE, Mo., February 7, 1898.

GENTLEMEN—Since Mrs. Lightner has returned home I find that it was partly her fault in not showing her ticket in Kansas City, so I thought it best not to do anything more about it. Thanking you for your trouble, I am,

Yours respectfully,

F. E. LIGHTNER.

C. 1882—1897.
WHAT CHEER STOVE COMPANY,
WHAT CHEER,
v.
CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY, CHICAGO
& NORTH-WESTERN RAILWAY
COMPANY.

*Additional transfer facilities at
Carnforth and Atwood.*

On September 11, 1896, the following letter and petition was received at the office of the board of railroad commissioners:

WHAT CHEER, Iowa, September 10, 1896.

Railroad Commission of Iowa:

HONORABLE GENTLEMEN—We are manufacturing stoves at this point and shipping them to nearly all parts of this state. Especially we ship to a great many points on the Chicago, Rock Island & Pacific railway. We are on a line of the Chicago & North-Western railway, between two of the principal lines of the Chicago, Rock Island & Pacific, the junctions being at Carnforth, twenty-five miles north, and at Atwood eight miles south, of What Cheer. We have repeatedly offered shipments to the Chicago & North-Western railway for Chicago, Rock Island & Pacific railway points to be transferred to that road at these junctions, Carnforth and Atwood, and they have invariably declined to receive them so routed, giving as a reason that the Chicago, Rock Island & Pacific railway would not receive them at these points. They would take the shipments, however, and transfer to the Chicago, Rock Island & Pacific at Des Moines. It seems to us that this is a very unreasonable and arbitrary action of the railroads and it causes great inconvenience, hardship and extra expense to us and our customers.

Should we wish to ship stoves to Brooklyn, which is thirty miles from here, by way of Carnforth, they take it around by way of Belle Plaine, Ames and Des Moines, a distance of 207 miles, largely increasing the danger of breakage and damage. This is only an instance of what is occurring daily in our business.

We think you can readily see the justice of our cause without further explanation.

We are trying to build up an Iowa industry, but the worst thing we have to contend with is the railroad facilities. If we were across the river in Illinois we could get through rates to most any point in the state. As it is, we pay two and three local rates and have our stoves hauled all over the state to reach points thirty, forty or seventy-five miles from us.

We wrote to the general freight agent of the Chicago, Rock Island & Pacific railway in regard to this matter and enclose a copy of our letter and his reply. It may appear very clear to him that there is no business at these points when they positively refuse to do any.

They maintain ticket offices at both Carnforth and Atwood, and it would not seem to be an unreasonable burden to have the same help attend to freight transfer.

Does this case come under your jurisdiction and is there any remedy for us?

Our thought is first, that if your honorable body will take the matter up with the railroad people, they will likely give some heed to your suggestions and pro-

vide the proper transfer facilities without further action, and we hope this result may be accomplished.

The writer called at your office last month and explained our trouble somewhat to the gentleman in charge. We are,

Yours very respectfully,

WHAT CHEER STOVE COMPANY,
Per J. B. Grant, President.

A copy of this petition was sent to Mr. W. H. Truesdale, vice-president and general manager of the Chicago, Rock Island & Pacific Railway company, and one to Mr. J. M. Whitman, general manager of the Chicago & North-Western Railway company.

Notice was also sent on September 25, 1896, to the officials of the respective railway companies interested, and to the petitioners, that a hearing would be held at What Cheer on October 9, 1896, at 10:45 A. M., to hear all interested persons who may desire to present any facts bearing upon the case.

There were present at this hearing, besides the commission, parties representing the petitioners, also representatives of the Chicago & North-Western Railroad company, the Chicago, Rock Island & Pacific not being represented.

On October 8, 1896, Mr. Carroll Wright, attorney for Iowa for the Chicago, Rock Island & Pacific Railway company, filed the following statement or argument in lieu of an appearance:

C. R. I. & P. RY. CO. LAW DEP'T,
CARROLL WRIGHT, ATTORNEY FOR IOWA,
DES MOINES, Iowa, October 7, 1896.

To the Board of Railroad Commissioners of Iowa:

GENTLEMEN—I hoped to be able to be present at the hearing of the complaint of the What Cheer Stove company to be held at What Cheer on October 9th; but it appears now in all probability an engagement in the supreme court on that day will prevent my being present. In view of this and in behalf of the Chicago, Rock Island & Pacific Railway company, I trust that an opportunity will be offered to the representatives of that company to be heard upon the question suggested by the complaint. It is sufficient now to say that the company cannot receive shipments at Carnforth or Atwood, because of the fact that the maintenance of a station for the transfer of freight would involve an expense out of all proportion to the amount of freight that could be tendered to it at either of these places. The town of Carnforth is situated on the North-Western about a quarter of a mile south of the junction. In order to accommodate passengers, we have a small station at the junction, and the agent at Carnforth station on the North-Western line goes up there and sells tickets for certain trains. This involves a small expense. If we are compelled to receive freight at the junction, it will be necessary to employ an agent, who must be there at all times, and this would involve an expense of from \$600 to \$750 a year. We have a "Y" at Carnforth for the transfer of carload lots.

So far as Atwood is concerned, the members of the commission will, upon an examination of its location, ascertain that it is simply a water station. It has

been necessary to maintain a man there to look after the tank, etc., and the company, in order to accommodate the people who might desire to take passage on its trains, have arranged that this man (who has charge of the water supply) should sell tickets at that station for the few trains that stop thereat. There is no town at Atwood and no freight received by the company destined for that station. In fact, its location physically considered, renders it impossible to maintain a general station at that point.

The North-Western line which crosses at Carnforth is but little more than a coal road, built from Belle Plaine to the Muchakinock mines. There is but little freight originating on that line, and the gross freight charge on freight that could be tendered to us at Carnforth originating on the lines of the North-Western would not amount to \$50 per year. The same is true of the station at Atwood. It could hardly be expected that the company, in order to accommodate a concern that voluntarily located itself at an interior point (such as What Cheer) should maintain station facilities at a cost of from eight to ten times the amount of its gross return from such freight.

I trust that the commission will advise the company if it desires further information regarding the advisability of the proposed change in its business.

Yours truly,

CARROLL WRIGHT,

Attorney for C. R. I. & P. Ry.

On October 13, 1896, General Manager Whitman, of the Chicago & North-Western Railway company, wrote as follows:

CHICAGO, October 13, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR—Referring to your communication under date of the 25th of September, in regard to a petition filed with the board from the What Cheer Stove company of What Cheer, Iowa, asking for the establishment of freight transfer facilities at Carnforth and Atwood.

So far as the Chicago & North-Western Railway company is concerned there is no objection to a compliance with this request.

Yours truly,

J. M. WHITMAN.

On January 19, 1897, the following letter was received. The subject having been under consideration in the present case, this letter is here inserted:

W. W. Ainsworth, Secretary Board of Railroad Commissioners:

SIR—In what way will we farmers have to do to get a depot of the Chicago & North-Western railway and Chicago, Rock Island & Pacific railway crossing at Atwood, and an express office? The farmers in this neighborhood would like to know.

J. H. TANNER.

Other correspondence followed, and finally a conference was arranged for, to be held at the office of the commission on April 27, 1897.

At this conference the Chicago, Rock Island & Pacific Railway company was represented by Mr. Carroll Wright, attorney for Iowa,

HAMBERG OTTO

and Mr. W. H. Truesdale, vice-president and general manager, and the conclusion was reached between the commission and these officials that the service asked for by the petitioners would be put in.

The following letter from Vice-President Truesdale and the accompanying circular puts this conclusion into effect:

May 7, 1897.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Please note from enclosed circular No. 25, issued by our general superintendent, that the Chicago & North-Western and ourselves have arranged to open freight agencies at Atwood and Carnforth, Iowa, for the purpose of handling freight business interchanged by our respective lines at that point.

The arrangement we have made will, I think, fully satisfy the complaint made to the commission by certain parties located on the Chicago & North-Western railway and our line. Truly yours,

W. H. TRUESDALE,
Vice-President and General Manager.

C. R. I. & P. R'y. Co.,
GENERAL SUPERINTENDENT'S OFFICE,
CHICAGO, ILL., May 5, 1897.

Atwood, Iowa, station 4.3 miles west of Delta, and 3 miles east of Rose Hill, on Des Moines Valley division, lines east of Missouri river, will be opened for freight business May 8, 1897, and Mr. J. M. Urie is hereby appointed agent.

Carnforth, Iowa, station, 2.7 miles west of Victor, and 5.2 miles east of Brooklyn, on Iowa division, lines east of Missouri river, will be opened for freight business May 8, 1897, and Mr. W. O. Nelson is hereby appointed agent.

Approved: A. J. HITT,
W. I. ALLEN, General Superintendent.
Assistant General Manager.

This closes this case.

C. 1833—1897.

OTTO GERMAR, IMOGENE,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY.

} Loss of goods in transit.

On September 17, 1897, the following complaint was received by the commissioners:

IMOGENE, Iowa, September 16, 1897.

Iowa Railroad Commissioners, Des Moines Iowa:

GENTLEMEN—On September 6th I shipped a tool chest from Volga, Iowa, to this point by freight over the Chicago, Milwaukee & St. Paul railway via Council Bluffs. I asked the agent at Volga to send out a tracer for it. I fail to hear from him. I have a force of men here lying idle for want of the proper tools. Please advise the division freight agent or J. W. Stapleton, superintendent at Dubuque, Iowa, that I shall hold them responsible for any further delay.

Respectfully,

OTTO GERMAR

On September 18, 1897, a letter was written to Mr. A. C. Bird, general traffic manager of the Chicago-Milwaukee road, informing him in general terms of the nature of the complaint filed, with a request that the property be looked up and forwarded as soon as possible.

No response having been received to this letter a second was written to Mr. Bird on November 1, 1897, to which he made the following reply:

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY,
OFFICE OF GENERAL TRAFFIC MANAGER,
CHICAGO, November 3, 1897.

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

DEAR SIR—Replying to your letter of the 1st inst., regarding shipment of tool chest from Volga to Imogene: Immediately upon receipt of your former letter September 18th, I asked our freight claim agent to trace the shipment by wire, which he did and found that goods were properly delivered to consignee September 18th. Our freight claim agent advises me that he notified you by postal card that the matter was disposed of, but through oversight he failed to return papers to me, which accounts for my not having written you ere this.

Yours truly,

A. C. BIRD,
General Traffic Manager.

On November 11, 1897, Mr. Germar informs the commission that "The goods were received, and thanks to your promptness given this case."

Case is closed.

C. 1834—1897.

TOWN OF ELKPORT,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} Neglect to plank crossings.

On September 23, 1897, there was filed the following formal complaint against the Chicago, Milwaukee & St. Paul Railway company, signed by G. E. Soyster, recorder:

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

SIRS—About a month ago the Chicago, Milwaukee & St. Paul railway was notified to plank two crossings on a street crossing at their depot at this place for a distance of not less than thirty-two feet, and as yet have refused to comply with said order. The crossings at present have only one sixteen foot length of planks and are insufficient.

Also would ask as to manner of procedure to compel them to build walk across their right of way on a street crossing.

Please let me hear from you at once.

Respectfully,

G. E. SOYSTER,
Recorder.

Mr. A. J. Earling, vice-president and general manager of the road, was at once notified by mail, and on October 2, 1897, the following letter from him was received:

Answering yours of the 25th ult. enclosing complaint made by the town of Elkport, Iowa, relative to planking street crossings, I have to say that instructions have been given to extend the crossings from sixteen to thirty-two feet. The matter had not previously been brought to the attention of our superintendent.

And on October 4, 1897, the recorder of Elkport was notified by mail of Mr. Earling's letter and instructions.

No reply having been received from the authorities of Elkport the commissioners conclude that the matters of complaint have been corrected, and the case is closed.

C 1835—1897.
JOHN BOAL and JOSEPH BARRER,
MITCHELLVILLE,

Insufficient drainage.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

On September 24, 1897, John Boal and Joseph Barrer called at the office of the commission and made the complaint indicated in the following correspondence:

DES MOINES, Iowa, September 24, 1897.

Mr. C. N. Gilmore, Superintendent Chicago, Rock Island & Pacific Railway Company, Des Moines, Iowa:

DEAR SIR—Messrs. John Boal and Joseph Barrer, living about one mile west of Mitchellville on the K. D. branch of the Chicago, Rock Island & Pacific railway, were in the office to-day and laid the following case before the board:

For a number of years there has been a bridge on your line (No. 310) about one mile west of Mitchellville, the rail on which was eighteen or twenty feet above the surface of the ground at that point. That being a slough there they had constructed a line of drain tile to drain their farms located near said bridge, under the bridge and onto a neighbor's field where there was a good drainage sufficient to carry off excess water. Your company now propose to remove the bridge, put in a four-foot sewer pipe and fill in with dirt. The complainants say they do not believe the sewer pipe will be sufficient to carry off the surface water in wet seasons, and that if the drain tile is covered by such pipe they will have no opportunity to clean out their tiling should it become clogged up, as it often does. They think a culvert should be placed there, four or five feet high, to adequately drain that territory in wet weather, but at any rate they do not wish the sewer pipe placed on top of their tiling, and state that if they knew when the work was to be done they would be there to indicate where such tiling was located.

These gentlemen were advised to call upon you, but they returned this afternoon stating that they were unable to find you in your office, and as they seemed

very anxious that something should be done to protect what they believe are their rights in the premises, they were advised that you would be communicated with, and that this office believed their interests would be fully protected by the company in the making of this contemplated improvement in its roadbed.

Will you kindly take this matter up with the proper authorities and advise the board, at an early date, what disposition is made of the case?

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

DES MOINES, October 6, 1897.

Subject: Complaint of John Boal and Joe Barrer.

W. W. Ainsworth, Esq., Secretary Board Railroad Commissioners, City:

DEAR SIR—Replying to your favor of September 24th, stating that these two men had called at your office in regard to the filling up of bridge on our line west of Mitchellville. I am advised to-day by our roadmaster that he has met the parties and arranged everything satisfactorily with them in regard to same.

Yours truly,

C. N. GILMORE,
Superintendent.

Case closed.

C. 1836—1897.

E. J. EDMONDS & CO. ET AL., MARCUS,

v.

ILLINOIS CENTRAL RAILROAD COMPANY AND MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

Shortage of cars, &c.

On September 24, 1897, there was filed with the commission a complaint of Messrs. E. J. Edmonds & Co., of Marcus, saying that "there seems to be a disposition on the part of the Illinois Central railroad not to furnish Minneapolis & St. Louis cars for Minneapolis, as they should, and they will not let their cars go to Minneapolis. I should like the commission to enquire into this matter and see if the Minneapolis & St. Louis has not the cars or what is the matter; it seems almost impossible to get the cars."

On October 10, 1897, a like complaint was filed by Messrs. Shoerman Bros., of George, Iowa; so that the situation seemed to be practically the same on the several lines or branches of the Illinois Central Railroad company, in northwestern Iowa.

The question presented is whether this board has the power to compel a railroad company to send its cars off its own line to that of another to be loaded and returned, or otherwise.

Considerable correspondence ensued between the board of commissioners, the complainants and the two railroad companies, contin-

ued by the commission in an effort to secure amicably the desired service. This was recognized by the companies and was to an extent successful, as shown by the following letter from Vice-President Harahan, of the Illinois Central Railroad company:

CHICAGO, October 4, 1897.

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

DEAR SIR—Referring again to your favor of the 24th ulto. concerning complaint of Mr. E. J. Edmonds, of Marcus, that this company will not furnish Minneapolis & St. Louis cars for Minneapolis and will not permit its own cars to go through to Minneapolis. I have had this matter carefully investigated and find that orders have been placed promptly with the Minneapolis & St. Louis railway for cars, but that they have not been filling all of the demands made upon them. For instance, on August 28th we placed an order with the Minneapolis & St. Louis for twenty-five box cars, and on September 3d we increased the order to fifty cars. On September 4th and September 8th our superintendent of transportation wired the general superintendent of the Minneapolis & St. Louis railway, calling his attention to the order, and on September 8th he received reply to the effect that it was impossible for them to fill all orders, but that they would do the best they could for us. They furnished us twenty-six cars on the order for fifty.

On September 16th we placed an order for twenty-five cars, none of which have been received, and on September 26th we ordered twenty-five more box cars, but have received none from them.

With the heavy demand which we have had for box cars on our line recently, we have not been able to permit our own cars to go off our line to Minneapolis, as we have been unable to fill all orders for cars for local business on our own line.

We shall continue to do the very best we can in this matter.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

And also the following from Mr. L. F. Day, general manager of the Minneapolis & St. Louis Railroad company:

MINNEAPOLIS, Minn., October 19, 1897.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR—This will acknowledge receipt of your favor of the 18th inst. relative to complaints of shortage of cars for shipment of grain over our line to Minneapolis.

I observe that these complaints are from shippers on the Illinois Central railroad. While we cannot, of course, assume responsibility to provide other lines with equipment, we are doing everything we possibly can to supply cars for shippers on the Illinois Central line. I appreciate the situation of the Illinois Central company, and am sure that they are encountering all the difficulties in furnishing cars that are indicated by letters from Vice-President Harahan and Superintendent Dixon. You will doubtless understand that our condition is somewhat similar, although we are endeavoring to assist our connections as well as to take care of our own local traffic.

We will continue this effort, and do what we can to accommodate shippers on the Illinois Central line, but I think you will not expect or desire that we should deprive our own local shippers of an opportunity to load cars in order that we may take care of business on other lines.

Yours truly,

L. F. DAY,
General Manager.

Again on November 9, 1897, Edmonds wrote the commission as follows:

MARCUS, Iowa, October 27, 1897.

Mr. W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR—Yours of 25th to hand, and in reply will say that it does seem to me that there ought to be some way whereby we could get some better service to Minneapolis. Now the Illinois Central has a joint rate with the Milwaukee, and they say it is the Illinois Central company ought to furnish cars for shipments originating on their line, and that, of course, is their stand now. Of course I don't know who has to furnish these cars, but some one ought to be compelled to furnish cars in a reasonable time. It seems to me entirely impossible to get cars for Minneapolis only as we can catch a stray car. I should think there would be some way to get at this matter to know who was to furnish the cars. The Minneapolis & St. Louis seems to be willing to furnish the cars, but Milwaukee (the Minneapolis & St. Louis) seems to think Illinois Central ought to furnish the cars. It looks to me as though there were something wrong about this car business. A shortage for a short time will occur once in a while, but this is a long time waiting.

Yours,

E. J. EDMONDS.

To which the commissioners replied by letter dated November 11, 1897, as follows:

November 11, 1897.

E. J. Edmonds, Marcus, Iowa:

DEAR SIR—I am directed to say in reply to your recent letter that the statutes, as now in force in Iowa, do not give this board the necessary power to remedy the situation complained of by you.

There is no way by which the Illinois Central can be compelled to load their cars on their line to be transferred to other lines for shipment, neither is there any way to compel the Minneapolis & St. Louis to send their cars off their own line to be loaded. There is a way, however, to compel one road to haul the cars of another to be loaded and returned.

This commission is the creature of the law, and its powers are circumscribed by the terms of the statutes of the state. If the powers are too limited the remedy lies with the law-making power, and shippers and others interested should see to it that the limitations are removed.

While this condition exists the board constantly uses its best efforts to have corrected such situations as your letter discloses by friendly conference or correspondence with the companies.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1837--1897.

M. A. CRAWFORD, GIARD,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.*Highway crossing.*

On October 1, 1897, a letter was received from M. A. Crawford, Giard, Clayton county, Iowa, informing the commission that the highway crossing over the Chicago, Milwaukee & St. Paul railway tracks at Froelich needed new planking, and asking that the board "notify the section boss of the same."

Mr. A. J. Earling, vice-president and general manager of the railroad company, was at once informed by letter of this request and his reply dated October 14, 1897, advising the board "that the crossing at Froelich, Iowa, will be repaired this week," was received October 18, 1897.

Case closed.

C. 1838—1897.

D. W. TOWNSEND, FOR A. S. HUR-
LEY, CHEROKEE.

v.

BURLINGTON & MISSOURI RIVER
RAILROAD IN NEBRASKA.*Loss in transit.*

On October 1, 1897, a letter was received by the commission and the following correspondence ensued:

CHEROKEE, Iowa, September 30, 1897.

Board of Railroad Commissioners, Des Moines Iowa:

GENTLEMEN—I enclose you a receipt for goods placed in railroad hands at Edgemont, Dak.

They have been traced to Council Bluffs, Iowa, within your jurisdiction, and there dropped out of sight, at least nothing can be heard of them. Our railroad agent here cannot find them, the division superintendent of our road gets no reply, and some way should be instituted to deliver these goods at their destination, as they are badly needed in our business, and must buy other goods at once if they don't arrive. Will you please institute a search through the proper channels and cause the railroad company to make this receipt good, and at once?

Yours,

D. W. TOWNSEND, FOR A. S. HURLEY.

DES MOINES, Iowa, October 2, 1897.

Mr. D. W. Townsend, Cherokee, Iowa:

DEAR SIR—Yours of the 30th ult., enclosing bill of lading of goods shipped from Edgemont, S. Dak., to Council Bluffs, has been received.

This is an interstate case, a class of business over which this office has no direct

jurisdiction, but it has been referred to the proper officials with a request that they give the case immediate attention. They have shown universal courtesy in matters of this kind and it is believed they will do so in this case.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

DES MOINES, Iowa, October 2, 1897.

Mr. W. C. Brown, General Manager Chicago, Burlington & Quincy Railroad Company, Chicago Ill.:

DEAR SIR—Mr. D. W. Townsend, writing for A. S. Hurley, at Cherokee, under date of September 30th, has addressed a communication to this board enclosing bill of lading made at Edgemont, S. D., giving list of goods, which bill of lading is herewith enclosed.

This bill, as you will observe, bears date of September 8th, and is signed by the agent of the Burlington & Missouri at that point.

I understand that perhaps you will not care to look this up yourself, but you will confer a favor if you will turn it over to the proper officer of the Burlington & Missouri and report to this office your investigation.

Mr. Townsend says that the goods have been traced as far as Council Bluffs, Iowa, and there they disappeared, "at least nothing can be heard of them. Our railroad agent here can't find them, the division superintendent of our road gets no reply, and some way should be instituted to deliver these goods at their destination, as they are badly needed in our business, and must buy other goods at once if they don't arrive. Will you please institute a search through the proper channels, and cause the railroad company to make this receipt good, and at once?"

As you well know, it is the custom of this office to make attempts to adjust matters of this character, and you will confer a favor by giving the case your early attention.

Kindly return bill of lading with your reply.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

CHICAGO, October 10, 1897.

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

DEAR SIR—Replying to yours of the 2d inst. in regard to complaint of Mr. A. S. Hurley, of Cherokee, against this company.

I have taken the matter up with our agent at Council Bluffs, and he replies as follows: "Referring to attached papers relative to a shipment of old wheelbarrows, etc., from Edgemont, destined to Cherokee, Iowa, via the Burlington & Missouri River to Council Bluffs, thence via the Chicago & North-Western. This shipment arrived here September 20th. The charges on same to Council Bluffs amount to \$21.42; they are neither prepaid or guaranteed. The shipment was refused here by the transfer company until either payment or guarantee was obtained. We wired the agent at Edgemont, September 20th, the date the shipment arrived, and again on September 29th, but as yet have received no reply from him. Have also written consignee at destination, stating that the goods are here and why they are held."

It is likely that we will hear from Mr. Hurley soon and that he will arrange to guarantee the charges so that the goods can go forward.

Yours truly,

W. C. BROWN,
General Manager.

Complainant was duly advised of the course taken, and under date of December 4, 1897, wrote, saying:

"The trucks and other goods came so soon after you got hold of it that we supposed that you were aware of the facts. At any rate they came promptly and all is satisfactory."

Closing the case.

C. 1839—1897.

J. F. WILSON, JOLLEY,

v.

DES MOINES NORTHERN & WEST-
ERN RAILROAD.

} Loss by fire.

On October 5, 1897, J. F. Wilson, living near Jolley, Iowa, addressed the following letter to the commission:

JOLLEY, Iowa, October 5, 1897.

President of Iowa State Railroad Commissioners:

I sustained a loss by a fire started by section men burning the right of way on Saturday, October 2d. It burned over my timothy meadow and burned off fifty-four fence posts. Their adjuster claims they pay no damage on meadows and nothing for rebuilding fence and will only offer me a very small per cent of what the posts were worth. Am I entitled to any further damage than he claims? Please give this your earliest attention and oblige,

J. F. WILSON,

This letter was received at the office of the commission on October 7, 1897, and a copy same date was sent Mr. F. C. Hubbell, superintendent of the Des Moines Northern & Western railroad. Other correspondence between the complainant, the commission and Mr. Hubbell, followed this and was finally ended by the receipt of the following letter:

DES MOINES NORTHERN & WESTERN RAILROAD CO.,
VICE-PRESIDENT'S OFFICE,
DES MOINES, Iowa, November 25, 1897.

Mr. W. W. Ainsworth, Secretary Railroad Commissioners, City:

DEAR SIR—I beg to advise we have to-day settled the case of J. F. Wilson, of Jolley, Iowa, by paying him the sum of \$2.73 for his fire claim.

Yours truly,

F. C. HUBBELL,
Superintendent.

This closed the case.

C. 1840—1897.

J. W. KIRKPATRICK, WYOMING,

v.

CHICAGO & NORTH-WESTERN RAIL-
WAY COMPANY.

} Carrying passengers on freight
trains.

On October 27, 1897, the following was received from Mr. J. W. Kirkpatrick, of Wyoming:

My duties on the board of pension examiners take me to Anamosa every Wednesday. The best (and at some seasons the only practical) way to get there is to drive to Oslow, three and one-half miles north and take the 8:20 A. M. freight on the Midland division of the North-Western, which is due in Anamosa at 9:10 A. M., and returns, leaving there at 2 P. M. The competition for the freight business at Anamosa between the two roads has caused the officials of the Chicago & North-Western to issue an order a few days ago to get this train, the only freight train, into Anamosa at 9:10 A. M. by all means, and when necessary to do so to cut loose from the rest of the train and rush the Anamosa freight through, not stopping for passengers, and to afterward return and finish the business along the line, which is often not done till late in the afternoon. This train is an accommodation, and advertises to take passengers on the above given time, and what I wish to know is, if they have a right to thus rush through and leave passengers on the platform when it is too late in the day to reach their destination by any other means. This question is of interest to many Wyoming citizens, as it is the route most often taken to reach our county seat; as this train is very frequently late it has already caused considerable annoyance. An early reply to this communication will be one greatly appreciated.

The case was at once taken up with Mr. J. M. Whitman, general manager Chicago & North Western Railway company, with result as shown by letter, dated December 1, 1897, to complainant as follows:

Upon receipt of your complaint referring to matter of carrying passengers, etc., the case was taken up with General Manager Whitman of the Chicago & North-Western Railway company, and under date of the 23d ult. he sends the following:

The difficulty complained of by Mr. Kirkpatrick was remedied October 18th, as instructions were issued on that date directing that passengers be carried on the special trip from Maquoketa to Anamosa whenever it was necessary to run the engine into Anamosa with freight ahead of the regular schedule.

Unless you are heard from to the contrary this will be understood as closing the case to your entire satisfaction.

Nothing further having been heard from Mr. Kirkpatrick the case is closed.

C. 1841—1897.

DES MOINES LINSEED OIL COM-
PANY,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.} *Refusal to switch cars.*

On November 3, 1897, the above named company advised the board by telephone that the respondent, the Chicago, Milwaukee & St. Paul Railway company, had refused to switch Rock Island cars to and from the elevator located on the Milwaukee tracks at Ruthven, Iowa, and asked the intervention of the commissioners in its behalf. Accordingly the following telegram was sent:

November 3, 1897.

A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago:

Des Moines Linseed Oil company report your refusal to switch Rock Island cars to and from elevator on your track at Ruthven for shipping flax seed to Des Moines. Please wire answer.

W. W. AINSWORTH,
Secretary.

To this message Traffic Manager Bird replied:

CHICAGO, November 4, 1897.

W. W. Ainsworth:

It is not the custom to switch cars of other roads to and from local grain houses unless some arrangement or understanding is previously had.

We have not had any direct application in this Ruthven matter and am not advised of the facts in the case.

A. C. BIRD.

Upon receipt, the above was telephoned to the Linseed Oil company, they in turn asking for copy of the same.

A copy was furnished, to which they filed the following answer:

DES MOINES, Iowa, November 13, 1897.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR—We note the communication by wire of the 4th inst. you have from Mr. A. C. Bird, general traffic manager of the Chicago, Milwaukee & St. Paul railway, in reference to the matter we have lain before you, of the refusal of the Milwaukee road to set Rock Island cars in to the Spencer Grain company's elevator at Ruthven, which is located on the Milwaukee road at that point. Mr. Bird says that they "have not had any direct application in the Ruthven matter, and not advised of the facts in the case."

We wrote the Chicago office of the Milwaukee road in reference to this matter on the 4th inst., but at this writing we have had no reply from them, and between those dates it has been necessary for the Spencer Grain company to ship two cars of seed to us from Ruthven via the Milwaukee road. The rate into Des Moines via the latter road is 14.34, and the rate from Ruthven to Des Moines via the

Rock Island is 9.22, and what we ask is that the Milwaukee road either meet the Rock Island rate or set the Rock Island cars in to the Spencer Grain company's elevator at Ruthven.

As we have said to the Milwaukee people that the arrangement we have made with the Spencer Grain company for their flaxseed will practically draw all the seed to them at Ruthven, and the increased business on this account will a great deal more than overbalance the reduction in rate asked of them.

Please take this matter up with the Milwaukee people at once, and if possible see that either the reduced rate is made to us, or the Rock Island cars set as we have requested. Yours truly,

H. E. ANKENY,
Manager.

The above was sent to Mr. Bird as a letter of transmittal.

November 15, 1897.

Mr. A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—Noting your telegram of the 4th, in reference to the complaint of the Des Moines Linseed Oil Works, alleging your refusal to switch cars to and from an elevator on your tracks at Ruthven, I beg to hand you for your information and further consideration, a copy of their reply thereto, a copy of your message having been furnished them at their request.

Kindly make early answer thereto. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On November 24th, the Oil company replied by telephone that the Chicago, Milwaukee and St. Paul company still refuses to switch cars at Ruthven.

On the same date the following answer of Mr. Bird was received:

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,
OFFICE OF THE GENERAL TRAFFIC MANAGER,
CHICAGO, November 23, 1897.

W. W. Ainsworth, Secretary:

DEAR SIR—Your letter of the 15th in reference to the complaint of the Des Moines Linseed Oil company alleging refusal on our part to switch cars at Ruthven, was received during my absence.

The matter has been referred to Mr. Tittmore, our representative at Des Moines, who will see Mr. Ankeny and endeavor to adjust the matter satisfactorily.

Yours truly,

A. C. BIRD,
General Traffic Manager.

On December 1st, the oil company advised the board that adjustment had been made, and in the letter set out below withdraw the case:

DES MOINES, Iowa, November 30, 1897.

W. W. Ainsworth, Secretary:

DEAR SIR—We wish to withdraw the request we made on the Milwaukee road a short time ago through you in regard to the Ruthven matter. The matter hav-

ing been referred to General Agent Tittlemore of this city, has been arranged to our satisfaction by him. Yours truly,

H. E. ANKENY,
General Manager.

C. 1842—1897.

E. D. MINEAH & Co., EAGLE GROVE } *Classification of sawdust and fuel.*

On November 19, 1897, the following letter was received by the commission:

EAGLE GROVE, Iowa, November 17, 1897.

C. L. Davidson, Esq., Railroad Commissioner:

DEAR SIR—We wish to call your attention to the fact that such items as sawdust, which we are obliged to ship into the towns where we are doing business occasionally for the ice men, take the same rate per hundred as lumber; also, that wood edgings four feet long, the waste trimmed from the edges of boards, and tied up in bundles for more convenience in handling, and which is sold in the cities at from \$1.25 to \$1.50 per cord, take the lumber rate. The value of a car of sawdust is \$10 for a small car and \$12.50 for a large car. The value of a car of these edgings is from \$14 to \$18, and the railroad company charge the same rate of freight that they do on a carload of lumber of a value not less than \$100, and may run as high as \$300 or \$400. We are not sure whether this is a proper question to bring to your attention or not, but there is certainly an injustice that our people who want this kindling wood and sawdust should have to pay two or three times as much in freight as they do for the original article in getting it here from Clinton, our nearest point. The wood rate from Clinton here is about two-thirds the lumber rate, but a railroad inspector last spring classed these bundled edgings under the lumber rate and refused to permit them to go as wood. Please let us hear from you in regard to this matter, advising us what can be done in regard to it, and oblige,

Yours truly,

E. D. MINEAH & Co.

To which reply was made on November 24, 1897, as follows:

DES MOINES, Iowa, November 24, 1897.

E. D. Mineah & Co., Eagle Grove, Iowa:

GENTLEMEN—Yours of the 17th to Commissioner C. L. Davidson is referred to this board for reply, and I am directed to say, in response, that sawdust takes class E rate in carload lots. If the roads are making lumber rate it is somewhat lower than is required by either the Iowa or the Western classification.

The reason for making this classification was probably the fact that in case of accident the probability of total loss is greater.

In less than carload lots the rate is the same as lumber, viz., fourth class.

Wood (fuel) in bulk, in Iowa classification, carload lots, takes soft coal (lump) rates.

If you wish to make application for a reduction of the rates on these commodities it will be the duty of the board to consider such application, and you will be given every opportunity to be heard at a date to be fixed for that purpose.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1843—1897.

JOHN F. LEECH, MAYOR OF MT. PLEASANT,

v.

Inquiry concerning side track construction and liability of city or railway company for damages.

The following letter was received from the mayor of Mt. Pleasant and answer returned, as below:

MT. PLEASANT, Iowa, December 3, 1897.

Board of Railway Commissioners:

GENTLEMEN—Is a railway company of the state permitted to exact terms which in the placing of side track would compel a city to assume all damage to persons or things which may happen in the management of the company's cars on said side track, and to make the city assume all damage which may be caused by fire communicating to property of third persons, whether such damage may be done by the company or its employes wilfully or otherwise?

Respectfully,

JOHN F. LEECH,
Mayor of Mt. Pleasant, Iowa.

DES MOINES, Iowa, December 7, 1897.

Hon. John F. Leech, Mayor of Mt. Pleasant, Iowa:

DEAR SIR—I am directed to say in reply to your letter of the 3d inst. that the board is of the opinion that the city council of Mt. Pleasant could not legally enter into an arrangement with the railway company whereby the owner of property living within the incorporated city limits could be deprived of the right to recover such damage as might be sustained on account of any act of the railway company that would legally give him a right of action against such company.

The city might enter into a contract, perhaps, with a railway company whereby it might release any claim that it might have against the railway company, but it could not extend that to preventing any property owner from enforcing his claim against the railway company, if he had any legal claim against such company.

The board in this case, as it has in many others, has answered your inquiry, although legally it would not be obliged to give an opinion upon this class of cases.

If there are any other questions regarding this matter that you wish to submit to this board for its opinion or consideration, it will be a pleasure to answer the same. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

CONDENSED RETURNS
OF
RAILWAY COMPANIES.

CAPITAL STOCK—1.

RAILROADS.	NO 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	2,500					\$ 20,000 00					3 1/2	\$ 1,200 00
Albia & Centerville	4,000		100		400,000 00		400,000 00						
Atchison, Topeka & Santa Fe	1,020,000	1,314,500	100	100	102,000,000 00	\$131,450,000 00	102,000,000 00	\$131,450,000 00					
Boone Valley	1,500	1,500	100	100	150,000 00	150,000 00	150,000 00	150,000 00					
Burlington, Cedar Rapids & Northern	300,000		100		30,000,000 00		5,500,000 00					4 1/2	220,000 00
Chicago, Burlington & Quincy	820,042		100		82,004,200 00		82,004,200 00					4	3,280,112 00
Chicago, Burlington & Kansas City	80,000		100		8,000,000 00		5,000,000 00						
Kansas City, St. Joseph & Council Bluffs	61,625		100		6,163,450 00		6,022,450 00			2 1/2			281,200 00
St. Louis, Keokuk & Northwestern	80,000		100		8,000,000 00		5,443,800 00			3 1/2			194,888 00
Humeson & Shenandoah													
Chicago, Ft. Madison & Des Moines	50,000		100		5,000,000 00		1,970,200 00						
Chicago, Iowa & Dakota	2,250	1,320	100	100			225,000 00	132,000 00					
Chicago Great Western	300,000	400,000	100	100	30,000,000 00	40,000,000 00	20,880,245 00	30,717,528 00			6	6,094,541 00	118,411 00
Chicago, Milwaukee & St. Paul	400,250	290,540	100	100	40,025,000 00	29,054,000 00	46,020,500 00	29,054,900 00			4	1,841,000 44	7 1,896,263 00
Chicago, Rock Island & Pacific	500,000		100		50,000,000 00	200 00	46,125,800 00			12 1/2			221,116 00
Chicago, & North-Western	440,443	225,074	100	100			44,044,265 97	22,307,454 96			7	1,053,005 00	1,264,355 00
Chicago, St. Paul, Minneapolis & Omaha	300,000	200,000	100	100	30,000,000 00	20,000,000 00	21,404,226 33	12,545,523 29			5	379,282 00	7 787,976 00
St. Louis & Pacific		400,000	100			4,000,000 00	1,300,400 00	100,000 00					
Crooked Creek	5,000		100		500,000 00		225,000 00						
Des Moines, Northern & Western	80,000		100		8,000,000 00		4,372,500 00						
Dubuque & Sioux City	100,000		100		10,000,000 00		9,000,000 00			1			90,900 00
Des Moines Union	20,000		100		2,000,000 00		400,000 00						
Iowa Central	110,000	74,000	100	100	11,000,000 00	7,400,000 00	8,457,425 15	5,560,376 34					
Iowa Northern	50,000		100		5,000,000 00		2,000,000 00						
Keokuk & Western	40,000		100		4,000,000 00		4,000,000 00			2			80,000 00
Des Moines & Kansas City	8,000		100		800,000 00		800,000 00						
Mason City & Ft. Dodge	50,000		100		5,000,000 00		920,000 00						
Minneapolis & St. Louis	60,000	65,000	100	100	6,000,000 00	6,500,000 00	6,000,000 00	6,500,000 00			5 1/2		245,000 00
Omaha & St. Louis													
Sioux City & Northern	14,000		100				1,400,000 00						
Tabor & Northern	1,500		50		150,000 00		23,550 00						
Union Pacific													
Wabash	280,000	240,000	100	100	28,000,000 00	24,000,000 00	28,000,000 00	24,000,000 00					
Winona & Western	20,000		100		2,000,000 00		100,000 00						
NARROW GAUGE ROADS.													
Burlington & Northwestern	3,000		100		300,000 00		154,000 00						
Burlington & Western	30,000		100		3,000,000 00		856,871 82						
Total	4,702,576	2,373,400			\$480,464,250 00	\$264,591,100 00	\$457,997,374 27	\$262,790,000 18				\$9,700,891 42	\$4,513,905 00

* No stock yet issued since sold to purchasing committee. * Represents all property including coal, etc., \$35,000 representing railroad cash. b Scrip. c Fractional scrip. d Common and preferred.

CAPITAL STOCK-2.

RAILROADS	AMOUNT OF PER MILE OF ROAD.		STOCK REPRESENTING ROAD AS OF 10/1.	No. of stock holders.	NUMBERS OF SHARES ISSUED.						TOTAL CAPITAL PAID.	
	Miles.	Amt/mt.			For cash.		For construct'n		For other purposes.			
					Com-mon.	Pre-ferred.	Com-mon.	Pre-ferred.	Com-mon.	Pre-ferred.		
Ames & College	1.26	\$1,111.11	132,000.00	1						4,000	2,000.00	
Albany & Genesee	7.53	32,367.00	157,000.00	4	20	175				3,334,500	30,000.00	
A. T. & S. V. R.	3.00	11,666.66	30,000.00	285						73,350		
Boone Valley	1,119.40	6,465.28	6,034,508.00	40						53,000		
B. C. R. & N.	5,654.20	14,563.05	9,233,169.00	417,100	12,219					71,000		
C. B. & Q.	151.26	44,982.37	59,424,908.00	100						40,000		
C. B. & R.	225.80	14,982.37	40,000.00	15						40,000	377,000.00	
C. E. & N. W.	225.80	34,108.94	91,231,602.47	200						40,000	34,458	
H. & S.	71.00	27,749.30	1,070,200.00	30						10,702		
C. P. M. & D. M.	30.40	15,000.00	301,000.00	112,000								
C. L. & D.	814.95	61,673.50	28,250,727.00	1,112,000								
Chicago Great W. b	2,880.70	15,622.06	235,170,375.00	1,719	34	188				112,252	515,977	
C. R. & P.	4,970.70	15,309.56	105,339,800.41	284,500	3,374	31,398				410,000	315,413	
C. & N. W.	1,422.64	29,924.46	91,784,225.64	10,000	1,200	36,400				235,375	110,800	
C. St. P. M. & O	107.42	19,355.26	91,519,470.75	100	17	53,461				69,331	23,333	
Drapack Creek	22.41	8,109.08	46,400.00	27								
Dubuque & West	122.41	32,169.88	4,273,500.00	100	117					48,725	1,000	
Dubu. & Sioux City	599.56	16,457.46	9,327,327.73	35						70,296	30,000	
Des Moines Union	3,709.85	108.00	400,000.00	50,000		4,000				64,500	55,653	
Iowa Central	902.91	27,891.22	11,533,875.39	4,500	948					40,000	140,100	
Iowa Northern	4.80	12,857.01	96,000.00	60,000						40,000		
Keosauk & Western	142.80	2,011.00	2,011,005.00	110								
Keosauk & W.	122.41	32,169.88	780,000.00	100								
M. C. & E.	371.55	35,373.95	192,000.00	100						9,200	9,200	
Minneapolis & St. L	96.00	15,000.00	1,090,000.00	21	18							
Omsaha & St. Louis	8.79	2,460.28	25,000.00	25,000	64	283						
Sioux City & Northern	1,695.20	36,674.85	1,528,221.00	10						280,000	260,000	
Tabor & Northern	113.20	853.20	30,750.00	10		1,000						
Wabash	38.75	4,631.17	256,000.00	60,000	219	1,569						
Wabash & Western	70.70	14,118.54	850,801.50	300						8,568	1,500	
WABASH GAUGE ROADS												
Burlington & N. W.												
Burlington & Western												
Total	32,241	10,819,096	108,125,798,329	861,279,261,421	662,907,323	109,020,134,106	1,447,062	1,640,741	485,883,904	130,261,960	6,520,030	810,720,335.00

1 On railroad proper. 2 4 per cent debenture scrip. 3 Common shares issued for purposes other than construction and reorganization, 5 per cent and 4 per cent preferred stock and common, and 4 per cent convertible. 4 Mileage basis. 5 In exchange for bonds. 6 For dividends. 7 Proportional. For properties acquired.

FUNDED

RAILROADS.	INCOME BONDS.				INTEREST.		
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Rate.	Am't accrued during year.	
Ames & College							
Albia & Centerville							
Atchison, Topeka & S. Fe	\$ 71,728,000.00	\$ 51,728,000.00	\$ 51,728,000.00				
Boone Valley							
Burlington, C. Rap. & N.							
Chicago, Burl. & Quincy							
Chicago, Burl. & K. C.							
Kan. City, St. J. & C. B.							
St. L., Keokuk & N. W.	133,835.00	133,835.00	133,835.00				
Hum. & Shenandoah							
Chicago, Ft. M. & Des M.						68,400.00	
Chicago, Iowa & Dakota			1,368,000.00				
Chicago Great Western						30,000.00	
Chicago, Ill. & St. Paul		500,000.00	500,000.00				
Chicago, Rock I. & Pac.							
Chicago & North-West'n							
Chicago, St. P., M. & O							
Sioux City & Pacific							
Crooked Creek							
Des Moines, N. & W.							
Dubuque & Sioux City							
Des Moines Union							
Iowa Central							
Iowa Northern							
Keokuk & Western							
Des Moines & K. City							
Mason City & Ft. Dodge							
Minneapolis & St. Louis							
Omaha & St. Louis							
Sioux City & Northern							
Taber & Northern							
Union Pacific							
Wabash							
Wyoma & Western							
NARROW GAGE ROADS.							
Burlington & Northw'rd							
Burlington & Western							
Total	\$ 71,861,835.00	\$ 52,261,835.00	\$ 53,729,851.48			\$ 98,400.00	

* Income scrip.

DEBT-4.

RAILROADS.	EQUIPMENT TRUST OBLIGATIONS.				INTEREST.		
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Rate.	Am't accrued during year.	
Ames & College							
Albia & Centerville							
Atchison, Topeka & S. Fe	\$ 2,500,000.00	\$ 2,500,000.00	\$ 1,250,000.00			\$ 57,208.90	\$ 57,208.90
Boone Valley							
Burlington, C. Rap. & N.							
Chicago, Burl. & Quincy							
Chicago, Burl. & K. C.							
Kan. City, St. J. & C. B.							
St. L., Keokuk & N. W.							
Hum. & Shenandoah							
Chicago, Ft. M. & Des M.							
Chicago, Iowa & Dakota							
Chicago Great Western		1,720,959.31	1,237,177.55				
Chicago, Ill. & St. Paul	\$ 67,000.00					90,222.98	90,222.98
Chicago, Rock I. & Pac.		28,000.00	28,000.00				
Chicago & North-West'n							
Chicago, St. P., M. & O							
Sioux City & Pacific							
Crooked Creek							
Des Moines, N. & W.							
Dubuque & Sioux City							
Des Moines Union							
Iowa Central							
Iowa Northern							
Keokuk & Western							
Des Moines & K. City							
Mason City & Ft. Dodge							
Minneapolis & St. Louis							
Omaha & St. Louis							
Sioux City & Northern							
Taber & Northern							
Union Pacific							
Wabash							
Wyoma & Western							
NARROW GAGE ROADS.							
Burlington & Northw'rd							
Burlington & Western							
Total	\$ 2,567,000.00	\$ 2,500,000.00	\$ 32,226,929.31			\$ 1,456,937.74	\$ 1,456,937.74

RENTALS RECEIVED, RENTALS PAID AND MISCELLANEOUS INCOME—7.

RAILROADS.	Rentals received from lease of tracks, yards and terminals.	MISCELLANEOUS INCOME.			RENTALS PAID.				
		Gross income.	Less expense.	Net miscellaneous income.	Interest on bonds g ^r anted.	Dividends on stock g ^r anted.	Cash.	Total.	For lease of tracks, yards and terminals.
Ames & College		\$ 346 96		\$ 346 96					
Albia & Centerville				1,088,217.39					\$ 644,300.79
Atchison, Topeka & Santa Fe	\$ 40,000.08								
Boone Valley									
Burlington, Cedar Rapids & North'n	5,000.00			1,728.46			\$ 8,495.71	\$ 8,495.71	720.00
Chicago, Burlington & Quincy	258,977.98			45,898.75			211,635.02	211,635.02	
Chicago, Burlington & Kansas C.							5,772.80	5,772.80	
Kansas City, St. Joseph & O. B.	71,465.58			5,480.96			39,455.97	39,455.97	
St. Louis, Keokuk & Northwestern	137,482.51			30,588.57			34,390.68	34,390.68	
Humeston & Shenandoah									1,908.75
Chicago, Ft. Madison & Des Moines									341,982.52
Chicago, Iowa & Dakota									321,794.12
Chicago Great Western	774.96				\$ 242,380.00				375,220.75
Chicago, Milwaukee & St. Paul	169,599.04			143,024.43			175,821.79	418,201.79	42,820.07
Chicago, Rock Island & Pacific	219,054.75			129,566.08			15,138.18	15,138.18	117,163.68
Chicago & North-Western	30,611.50	758,208.98	\$ 485,024.70	272,584.23					
Chicago, St. Paul, Minneapolis & O	24,536.53			47,725.91					
Sioux City & Pacific	14,096.59			4,789.63					
Crooked Creek									52,918.10
Des Moines, Northern & Western		1,181.43		1,181.43					5,895.59
Dubuque & Sioux City	22,602.81	300.23		300.23					25,004.25
Des Moines Union								25,000.00	
Iowa Central									3,500.00
Iowa Northern		7,787.08		7,787.08					
Iowa, Rock & Western	10,000.00								
Des Moines & Kansas City	1,485.00								
Mason City & Ft. Dodge									
Minneapolis & St. Louis	91,151.50	20,363.77		20,363.77					55,254.71
Omaha & St. Louis		217.97		217.97					8,202.58
Sioux City & Northern									6,000.00
Tabor & Northern									25.00
Union Pacific	7123,979.16								149,392.74
Wabash	82,942.38			*5,563.78			308,494.48	358,470.56	5,857.10
Winona & Western									
NARROW GAGE ROADS.									
Burlington & Northwestern							6,178.00	6,178.00	
Burlington & Western									
Total	\$1,300,887.76	\$ 802,226.00	\$ 485,024.70	\$1,877,973.77	\$ 242,380.00		\$ 806,352.63	\$1,134,174.71	\$2,158,646.36

*Loss. † For bridge division.

COST OF ROAD EQUIPMENT AND

RAILROADS.	COST OF CONSTRUCTION.			COST OF EQUIPMENT.		
	Total cost to June 30, 1896.	Total cost to June 30, 1897.	Per mile.	Total cost to June 30, 1896.	Total cost to June 30, 1897.	Per mile.
Ames & College.....						
Albia & Centerville.....	\$ 400,000 00	\$ 400,000 00	\$ 16,366 61			
Atchison, Topeka & S. Fe..	371,903,183.69	386,830,684.58		* 16,639 29	* 91,074 55	
Boone Valley.....						
Burl. Cedar Rapids & N.....	21,603,161.27	21,905,233.87	10,900 72	4,301,924.81	4,501,924.84	\$1,758.72
Chicago, Burl. & Quincy.....	8,820,569.09	8,820,680.80	48,633 36	167,117.43	167,317.43	921 53
Chicago, Burl. & Kan. City.....	11,783,667.51	11,847,982.39	38,113 80	1,485,479.48	1,524,550.06	4,904.45
Kan. City, St. Jo. & C. B. S. Louis, Keokuk & N. W. Hameston & Sheandoah.....	16,218,810.07	15,887,315.42	70,359 68	542,492.88	580,078.98	2,571 65
Chicago, Ft. Mad. & Des M. Chicago, Iowa & Dakota.....	3,290,382.01	3,290,382.01		* 3,790 00	* 3,790 00	52 96
Chicago Great Western.....	51,313,075.53	52,006,070.92	61,560 11	2,372,872 05	2,385,931 70	2,824.09
Chicago, Milwaukee & St. P. Chicago, Rock Island & Pa. Chicago & North-Western.....	89,587,772.77	89,863,688.89	31,203 50	15,667,400.49	15,670,308.85	5,439 76
Chicago, St. P., Minn. & O. Sioux City & Pacific.....	139,787,218.83	141,841,588.37	28,535 19	33,369,601.43	33,369,601.43	6,713 18
Crooked Creek.....	195,877.82	195,877.82	8,740 64	14,777 04	14,777 04	659 39
Des Moines, Northern & W. Des Moines & Sioux City.....	7,124,515.38	7,126,232.88	48,596 78	184,131 02	184,131 02	1,253 67
Des Moines Union.....	982,000 00	383,405 41				
Iowa Central.....	20,233,080 97	20,233,083 99	40,259 82	611,975 82	611,975 82	1,216 86
Iowa Northern.....						
Keokuk & Western.....	3,926,370.35	3,926,370.35	27,453 09	948,029 05	948,029 05	2,441 38
Des Moines & Kansas City.....	832,246 97	940,134 15	8,294 05	51,982 59	51,982 59	464 13
Mason City & Ft. Dodge.....	2,401,817.65	2,406,050 92	20,163 51	56,232 03	57,068 26	629 31
Minneapolis & St. Louis.....	1,560,000 00	1,560,000 00	10,738 63	353,529 99	257,940 56	1,778 90
Omaha & St. Louis.....	3,380,371.12	3,380,371.12	35,212 00	4,800 00	6,632 81	756 86
Sioux City & Northern.....	78,836 98	78,836 98	8,855 17			
Tabor & Northern.....	\$ 3,807,935 00					
Union Pacific.....	1,350,000 00	1,350,000 00	11,042 44			
Wabash.....						
Winona & Western.....						
NARROW GAUGE ROADS, Burlington & Northwest n. Burlington & Western.....	340,371 41	341,374 17	8,814 20	85,391 04	85,391 04	2,204 79
	1,356,091 80	1,356,497 58	19,185 82	120,910 52	120,910 52	1,710 19
Total.....	\$790,904,296.56	\$778,003,859 07		\$58,335,764 30	\$69,778,683 91	

* For the year. + Mileage basis. † Cost of Missouri river bridge and approaches.

ACTUAL PRESENT CASH VALUE—8.

RAILROADS.	GRAND TOTAL COST OF ROAD AND EQUIPMENT.			TOTAL COST OF ROAD AND EQUIPMENT FOR IOWA.			Actual present cash value of road and equipment.	Actual present cash value of other property.
	Total to June 30, 1896.	Total to June 30, 1897.	Per mile.	Total cost to June 30, 1896.	Total cost to June 30, 1897.	Per mile.		
Ames & College.....							\$20,000 00	
Albia & Centerville.....	\$ 400,000 00	\$ 400,000 00	\$ 16,366 61	\$ 400,000 00	\$ 400,000 00	\$ 16,366 61		
Atchison, Topeka & S. Fe..	371,922,819 92	386,922,359 13						35,000 00
Boone Valley.....		35,000 00	11,699 66					
Burl. Cedar Rapids & N.....	25,005 096 11	25,807,126 71	23,054 45					
Chicago, Burl. & Quincy.....	8,896,703 82	8,897,007 32	49,553 91	30,743,345 80	30,775,407 05	30,077 56		
Chicago, Burl. & Kan. City.....	11,279,140 69	13,371,913 45	43,017 25					
Kan. City, St. Jo. & C. B. S. Louis, Keokuk & N. W. Hameston & Sheandoah.....	16,701,302 95	16,467,894 40	72,931 38					
Chicago, Ft. Mad. & Des M. Chicago, Iowa & Dakota.....	3,294 142 01	3,294,152 01	40 398 50	3,294,152 01	3,294,152 01	46,398 50		
Chicago Great Western.....	53,985,947 58	54,985,001 72	64,884 20	29,527,271 00	29,917,250 88	64,724 00		
Chicago, Milwaukee & St. P. Chicago, Rock Island & Pa. Chicago & North-Western.....	211,830,735 42	212,591,714 15	84,578 20	162,957,083 85	163,148,678 54	84,578 20		
Chicago, St. P., Minn. & O. Sioux City & Pacific.....	104,905,182 26	105,903,997 74	36,645 29					
Crooked Creek.....	173,156,830 20	173,211,789 80	35,243 37	140,517,377 70	140,998,084 53	35,243 37		
Des Moines, Northern & W. Des Moines & Sioux City.....	55,820,516 82	56,210,617 45	29,515 72					
Des Moines Union.....	9,762,328 35	9,762,328 35	53,645 72	4,316,582 70	4,316,871 09	53,645 72		
Iowa Central.....	210,654 86	9,400 03						
Iowa Northern.....	7,308,646 40	7,310,363 90	40,822 45	7,308,646 40	7,310,363 90	40,822 45		
Keokuk & Western.....	21,176,213 79	21,217,397 72	33,386 51	20,659,394 13	20,741,236 16	36,182 41		
Des Moines & Kansas City.....	30,848,086 79	30,848,086 79	41,447 69					
Des Moines & Sioux City.....	4,275,000 00	4,275,000 00	20,596 97					
Des Moines & Kansas City.....	839,046 07	969,116 74	8,838 18					
Mason City & Ft. Dodge.....	2,464,013 13	2,472,82 82	2,436,049 68	2,464,019 18	2,464,019 18	58,782 88		
Minneapolis & St. Louis.....	1,818,529 09	1,817,940 56	12,537 52					
Omaha & St. Louis.....	83,720 96	85,489 79	9,612 03					
Sioux City & Northern.....	3,807,935 00							
Union Pacific.....								
Wabash.....								
Winona & Western.....								
NARROW GAUGE ROADS, Burlington & Northwest n. Burlington & Western.....	425,663 05	426,765 81	11,018 99	425,663 05	426,765 81	11,018 99		
	1,477,002 33	1,477,948 20	39,896 01	1,477,002 33	1,477,948 20	39,896 01		
Total.....	\$1,303,394,272 43	\$1,322,110,566 50	\$48,557 18	\$12,215,493 63	\$249,739,607 51			

INCOME ACCOUNT—IOWA—9.

RAILROADS.	INCOME FROM OPERATION.				INCOME FROM OTHER SOURCES.				Total Income	Deficit.
	Gross.	Less operating expenses.	Income from operation.	Div'ds on stocks owned.	Interest on bonds owned.	Miscellaneous income less expenses.	Total Income from other sources.			
Ames & College	46,922.91	23,657.03	15,235.56			346.96	346.96	12,683.54		
Albia & Centerville	101,880.90	70,954.41	30,426.49					30,426.49		
Archison, Topeka & Santa Fe	3,786,949.92	2,777,894.86	1,010,055.06			7,728.46	7,728.46	1,017,783.52		
Boone Valley	24,867,600.74	3,176,247.71	1,691,258.01			1,300.03	1,300.03	1,692,558.04		
Burlington	171,252.45	115,139.25	54,112.20			4,935.02	4,935.02	59,047.22		
Chicago, Burlington & Quincy	1,000,000.00	40,000.00	960,000.00					960,000.00		
Chicago, Burlington & Quincy	98,712.83	40,056.78	58,656.05					58,656.05		
Kansas City, St. Joseph & Council Bluffs	73,813.00	65,272.26	8,540.74					8,540.74		
St. Louis, Keokuk & Northwestern	38,065.22	10,120.04	27,945.18					27,945.18		
Humesport & Shebandowab	3,385,000.00	1,748,275.55	1,636,724.45					1,636,724.45		
Chicago, Ft. Madison & Des Moines	2,287,500.00	1,189,485.00	1,098,015.00					1,098,015.00		
Chicago, Iowa & Western	5,170,863.29	3,117,311.32	2,053,551.97					2,053,551.97		
Chicago, Milwaukee & St. Paul	77,174,062.96	4,337,111.44	2,836,931.52					2,836,931.52		
Chicago & North-Western	3,521,881.24	286,515.33	3,235,365.91					3,235,365.91		
Chicago, St. Paul, Minneapolis & Omaha	10,158.15	227,055.18	3,572.12					3,572.12		
Sioux City & Pacific	4,375,000.00	2,023,278.75	2,351,721.25					2,351,721.25		
Des Moines, Northern & Western	3,457,389.01	1,604,950.79	1,852,438.22					1,852,438.22		
Dubuque & Sioux City	1,210,705.24	815,434.20	395,271.04					395,271.04		
Iowa Central	15,112.75	11,854.28	3,258.47					3,258.47		
Iowa Northern	193,250.82	150,058.87	43,191.95					43,191.95		
Keokuk & Northwestern	164,068.80	100,277.90	63,790.90					63,790.90		
Des Moines & Kansas City	150,200.25	162,179.82	18,940.43					18,940.43		
Minneapolis & St. Louis	10,476.41	8,557.81	1,918.60					1,918.60		
Sioux City & Northern	820,191.46	307,875.53	512,315.93					512,315.93		
Union Pacific	28,519.26	55,868.48	2,402.88					2,402.88		
Winona & Western	72,124.17	42,257.54	29,866.63					29,866.63		
Burlington & Northwestern	99,749.34	86,285.03	13,464.31					13,464.31		
WABASH										
SARROW GARDER ROADS										
Burlington & Western										
Burlington & Western										
Total	867,325,146.90	493,458,002.14	373,867,144.82	398,904.54	54,323.48	125,726.23	473,105.34	848,333,163.18	3,573.12	

Total. † Proportional. ‡ Estimated. § Missouri river bridge

Deficit. † Proportional. ‡ Estimated. § Missouri river bridge

INCOME ACCOUNT—IOWA—10.

RAILROADS.	DEDUCTIONS FROM INCOME.						Net Income.	Deficit.	
	Interest on funded debt accrued.	Interest on operating expenses.	Rents.	Taxes.	Permanent improvements.	Other deductions.			
Ames & College									
Albia & Centerville									
Archison, Topeka & Santa Fe	660,329.50		8,465.71	177,730.48	50,138.28		1,102,604.07	283,873.55	
Burlington	1,000,000.00		31,466.76	182,485.67			1,302,672.72	393,186.81	
Chicago, Burlington & Quincy	75,664.74	66.35	2,688.76	6,571.13			80,990.84	25,276.86	
Kansas City, St. Joseph & Council Bluffs	137,623.19	190.30	7,399.85	6,730.58			176,034.88	12,820.50	
St. Louis, Keokuk & Northwestern	65,050.00		7,763.31	5,442.35			78,255.66	60,631.02	
Humesport & Shebandowab	840.00	200.50	3,323.05	3,323.05			4,466.60	1,373.01	
Chicago, Iowa & Western	128,359.20	94,797.17	1,846.55	1,846.55			227,009.47	265,665.06	
Chicago, Great Western	1,872,156.71		64,943.45	64,943.45			2,002,043.61	3,725.01	
Chicago, Milwaukee & St. Paul	1,629,589.78		578,867.18	578,867.18			2,505,724.14	1,752,171.36	
Chicago, Rock Island & Pacific	7,870,500.00	291,391.79	3,469.16	317,852.95			8,470,213.90	1,156,191.21	
Chicago & North-Western	78,870.80	3,469.16	217,882.70	55,328.99			378,551.65	140,436.43	
Sioux City & Pacific	116,075.22	1,258.47	13,513.12	13,513.12			121,844.71	159,874.72	
Crooked Creek	301,340.72		13,550.00	13,550.00			314,890.72	314,890.72	
Des Moines, Northern & Western	2,000.00		90,282.17	90,282.17			92,282.17	120,672.58	
Dubuque & Sioux City	9,000.00		374.01	374.01			9,374.01	9,374.01	
Iowa Central	9,456.88		20,893.12	20,893.12			30,350.00	30,350.00	
Iowa Northern	26,700.00		7,785.01	7,785.01			34,485.01	34,485.01	
Keokuk & Northwestern	82,800.00		2,519.55	2,519.55			85,319.55	85,319.55	
Des Moines & Kansas City			4,454.31	4,454.31			4,454.31	4,454.31	
Mason City & Ft. Dodge			35.00	35.00			35.00	35.00	
Minneapolis & St. Louis			137,390.90	137,390.90			137,390.90	137,390.90	
Sioux City & Northern			2,469.85	2,469.85			2,469.85	2,469.85	
Tabor & Northern			3,266.34	3,266.34			3,266.34	3,266.34	
Union Pacific			27,629.90	27,629.90			27,629.90	27,629.90	
Wabash			1,503.26	1,503.26			1,503.26	1,503.26	
Winona & Western			2,260.19	2,260.19			2,260.19	2,260.19	
Burlington & Northwestern	15,088.90		6,178.00	6,178.00			21,266.90	21,266.90	
Burlington & Western	42,651.52		274.26	274.26			42,925.78	42,925.78	
Total	86,388,908.28	675,477.22	382,382.43	1,221,619.10	80,687.18	190,145.78	107,059,040.19	94,656,822.41	445,772.54

* Estimated. † Missouri river bridge.

INCOME ACCOUNT—IOWA—11.

RAILROADS.	PAYMENTS FROM NET INCOME.			FROM OPERATIONS YEAR ENDING JUNE 30, 1897.			FROM OPERATIONS YEAR ENDING JUNE 30, 1898.		FOR YEAR ENDING JUNE 30, 1897.		ON JUNE 30, 1897.		
	DIVIDENDS.		Other pay-ments.	Total.	Surplus.	Deficit.	Surplus.	Deficit.	Additions.	Deducts.	Surplus.	Deficit.	
	COMMON STOCK.	PREFERRED STOCK.											
Rate	Amount.	Rate	Amount.										
Ames & College					\$ 11,862.09		\$ 8,408.60					\$ 19,830.50	
Albia & Centerville													
Atchison, T. & S. F.													
Boone Valley													
Burlington, O. R. & N.	4	\$ 230,000.00			\$ 230,000.00	2,875.55							
Chicago, B. & Q.													
Chicago, B. & K. C.													
K. C., St. J. & U. B.													
St. Louis, K. & N. W.													
Humeston & S.													
Chicago, Ft. M. & D. M.							\$ 60,531.02		\$ 65,050.84	\$398.53		\$ 131,080.99	
Chicago, I. & D.							1,373.01		862.85			2,135.86	
Chicago Great W.				\$241,476.00	241,476.00	154,306.68							
Chicago, M. & St. P.	4	460,372.61	7	\$474,090.75	934,363.36		768,193.51						
Chicago, R. I. & P.													
Chicago, N. & W.		451,025.71	7	361,818.73	813,514.44	342,675.77		711,801.52				1,084,478.29	
Chicago, St. P. M. & O.	2	19,439.46	7	41,280.94	60,720.40	70,710.03							
Sioux City & Pacific.				8,862.04	8,862.04							1,407,322.80	
Crooked Creek.													
Des Moines, N. & W.													
Dubuque & Sioux City.													
Des Moines Union													
Iowa Central						\$1,888.24							
Iowa Northern							406.54					325.04	
Keokuk & Western													
Des Moines & K. C.													
Mason City & Ft. D.							22,483.13						
Minneapolis & St. L.							50,155.94		638,054.60	\$600.00		658,810.54	
Omaha & St. Louis													
Sioux City & Northern													
Tabor & Northern							2,049.74		12,947.82			14,997.56	
*Union Pacific												7135,380.03	
Wabash													
Winona & Western						180.00							
NARROW GAUGE ROADS.													
Burlington & Western													
Burlington & Western							32,027.76					118,680.71	
									549,706.29			581,734.05	
Total		\$1,151,407.78		\$880,051.46	\$241,476.00	\$2,278,945.24	\$643,902.99	\$1,032,468.32	\$1,184,614.80	\$2,718,549.75	\$838.53	\$600.00	\$1,725,677.08

*Missouri river bridge. †Interest and sinking fund not deducted.

INCOME ACCOUNT—ENTIRE LINE—12.

RAILROADS.	INCOME FROM OPERATIONS.			INCOME FROM OTHER SOURCES.				Total in- come.
	Gross amount.	Less operat- ing ex- penses.	Income from operation.	Dividends on stocks owned.	Interest on bonds owned.	Miscellane- ous income less ex- penses	Total in- come from other sources.	
Ames & College	\$ 5,213.56	\$ 3,066.87	\$ 2,146.69	\$ 1,300.00			\$ 1,300.00	\$ 2,746.69
Albia & Centerville	46,023.21	33,687.63	12,335.58			340.96	340.96	12,686.54
Atchison, Topeka & Santa Fe	22,338,140.77	16,256,055.05	6,082,085.72	60,150.00	40,142.89	1,068,217.30	1,206,510.28	7,288,596.00
Boone Valley	4,184,182.03	3,004,999.05	1,147,183.88			7,728.46	7,728.46	1,154,912.34
Burlington, Cedar Rapids & Northern	39,633,740.92	15,576,316.21	11,057,494.71	866,377.44	1,455,106.46	45,898.75	2,367,382.65	13,424,877.86
Chicago, Burlington & Quincy	364,430.74	267,721.50	96,709.24					96,709.24
Chicago, Burlington & Kansas City	2,004,947.44	1,160,882.33	844,065.11			6,486.66	6,486.66	850,551.77
Kansas City, St. Joseph & Council Bluffs	1,994,075.25	1,151,419.04	842,656.21			30,988.57	30,988.57	873,344.28
St. Louis, Keokuk & Northwestern								
Humeston & Shenandoah	78,813.60	65,372.29	13,441.31					13,441.31
Chicago, Ft. Madison & Des Moines	32,063.22	21,945.18	10,118.04					10,118.04
Chicago, Iowa & Dakota	4,675,395.95	3,709,571.38	965,824.57	5,464.16			5,464.16	971,288.73
Chicago, Milwaukee & St. Paul	30,486,767.09	17,394,309.22	13,092,459.77	4,757.92	14,440.41	143,634.43	162,832.76	13,256,292.53
Chicago, Rock Island & Pacific	16,728,685.00	10,999,260.28	5,729,424.72	156,834.00	62,625.00	199,596.08	419,055.08	6,148,479.80
Chicago & North-Western	31,029,586.35	18,759,073.48	12,270,512.87	902,359.00		61,160.35	964,309.35	13,234,822.22
Chicago, St. Paul, Minneapolis & Omaha	8,090,890.51	4,847,885.53	3,243,004.98	50,004.17	5,600.00	47,725.91	103,429.08	3,355,355.06
Sioux City & Pacific	414,614.67	303,151.04	111,463.63			4,789.69	4,789.69	116,253.66
Crooked Creek	10,158.13	10,731.25	*5,573.12					*5,573.12
Des Moines, Northern & Western	420,135.57	329,278.83	90,856.74			1,181.43	1,181.43	92,038.17
Dubuque & Sioux City	2,456,927.82	1,645,904.17	810,973.15		32,235.00	300.23	32,535.23	843,508.38
Des Moines Union	162,175.29	162,175.29						
Iowa Central	1,564,222.27	1,122,678.20	441,544.07			7,787.08	7,787.08	449,331.15
Iowa Northern	15,112.75	11,854.28	3,258.47					3,258.47
Keokuk & Western	373,942.70	272,625.24	101,317.55					101,317.55
Des Moines & Kansas City	137,427.36	112,671.80	24,755.56					24,755.56
Mason City & Ft. Dodge	164,008.60	93,898.60	70,110.20					70,110.20
Minneapolis & St. Louis	3,088,705.09	1,176,493.97	2,221,311.12	5,163.00	19,310.00	20,333.77	53,866.77	975,177.89
Omaha & St. Louis	329,595.83	267,327.89	62,267.94			217.97	217.97	62,485.91
Sioux City & Northern	345,537.41	196,673.77	148,863.64					148,863.64
Tabor & Northern	10,476.41	8,957.81	1,518.60					1,518.60
Union Pacific	419,756.80	235,044.93	184,711.87					184,711.87
Wabash	11,608,829.74	8,120,152.04	3,479,677.70	170,068.44	1,900.00	*8,563.78	113,904.66	3,652,682.36
Winona & Western	142,507.07	129,322.41	13,184.66					13,184.66
NARROW GAUGE ROADS.								
Burlington & N. rthwestern	72,124.17	42,237.54	29,886.63					29,886.63
Burlington & Western	59,749.34	86,885.03	12,964.31					12,964.31
Total	\$109,385,024.81	\$107,642,218.27	\$1,742,965.54	\$2,181,468.13	\$1,640,259.76	\$1,067,339.80	\$5,489,067.78	\$7,291,874.32

* Deficit. † Bridge, Missouri river.

INCOME ACCOUNT—ENTIRE LINE—13.

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				71.72			71.72	2,674.97	
Albia & Centerville				1,293.92	50.53		1,344.45	11,302.00	
Archison, Topeka & Santa Fe	4,508,888.03			1,173,425.84		24,800.73	5,807,114.60	1,453,445.00	
Boone Valley									
Burlington, Cedar Rapids & Northern	799,400.00		8,495.71	131,234.67	50,138.28		989,268.66	165,023.68	
Chicago, Burlington & Quincy	6,735,216.30		211,635.02	1,225,239.98		591,956.80	8,774,748.19	4,650,120.17	
Chicago, Burlington & Kansas City	49,200.00	135.05	6,772.80	13,540.08			60,607.91	37,041.33	
Kansas City, St. Joseph & Council Bluffs	407,917.49	1,028.54	30,455.97	41,783.82			480,185.82	360,335.80	
St. Louis, Keokuk & Northwestern	695,000.00	95,087.82	34,369.68	37,381.13			775,828.63	97,514.65	
Humeston & Shenandoah									
Chicago, Ft. Madison & Des Moines	65,650.00			3,523.05			69,173.05	60,631.62	
Chicago, Iowa & Dakota	9,840.00	206.50		1,346.55			11,393.05	1,273.01	
Chicago Great Western	223,280.48	69,594.94		153,090.90			445,974.82	455,313.31	
Chicago, Milwaukee & St. Paul	7,488,746.85			1,184,230.80			8,672,977.71	4,583,394.82	
Chicago, Rock Island & Pacific	3,829,350.00		418,201.79	800,008.79			4,509,760.58	1,548,580.28	
Chicago & North-Western	7,036,685.34		15,138.18	1,058,724.41		239,354.32	8,349,802.25	4,884,919.97	
Chicago, St. Paul, Minneapolis & Omaha	1,447,916.00			318,910.96			1,766,826.96	1,588,508.70	
Sioux City & Pacific	195,370.20		1,338.47	17,161.14			212,849.81	96,287.66	
Crooked Creek									
Des Moines, Northern & Western	116,676.28	437.34		15,530.00			132,643.62	4,911.50	
Dubuque & Sioux City		603,259.00		100,379.80		46,983.60	750,621.40	92,904.98	
Des Moines Union									
Iowa Central	317,287.51	454.79	25,400.00	63,482.83	30,053.82		445,828.37	3,501.78	
Iowa Northern	3,000.00			725.01			3,725.01	400.54	
Keokuk & Western	18,562.50			19,055.19	15,104.43		52,722.12	52,605.43	
Des Moines & Kansas City	30,000.00	17,433.80		2,898.58			50,332.38	35,576.91	
Mason City & Ft. Dodge	82,500.00			7,466.14			90,006.14	30,155.94	
Minneapolis & St. Louis	580,540.00			67,411.53		4,429.58	652,381.11	323,786.78	
Omaha & St. Louis		14,400.00		17,715.62			32,115.62	7,340.29	
Sioux City & Northern	96,000.00			10,963.60	2,617.49		109,581.09	60,717.45	
Taber & Northern	3,405.00		25.00	137.29			3,567.29	2,040.74	
Union Pacific				22,256.87			22,256.87	132,455.00	
Wabash	2,603,945.00		358,470.56	323,970.27		72,938.00	3,504,544.83	28,332.43	
Winona & Western				4,800.00		17,839.42	22,639.42	9,374.70	
NARROW GAUGE ROADS.									
Burlington & Northeastern	16,998.00		6,178.00	1,503.36			24,779.36	5,116.37	
Burlington & Western	42,351.52	374.36		2,266.19			44,992.07	22,027.70	
Total	\$ 30,919,707.29	\$ 801,413.00	\$ 1,135,538.18	\$ 7,100,894.54	\$ 97,984.55	\$ 1,028,388.54	\$ 47,069,926.13	\$ 20,404,046.48	\$ 352,008.29

* Credit. † Missouri river bridge.

EARNINGS—IOWA—CONTINUED—16.

RAILROADS.	FREIGHT.					STOCK YARDS.	ELEVATORS.	OTHER ITEMS.	TOTAL FREIGHT EARNINGS.	TOTAL PASSENGER AND FREIGHT EARNING.
	Originat'g and terminat'g in Iowa.	Originat'g but not terminat'g.	Terminat'g but not originat'g.	Crossing the state.	Total freight revenue.					
Ames & College					\$ 37,028 58				\$ 37,028 58	\$ 48,868 09
Albia & Centerville					74,369 95	\$149 97		\$ 33 36	74,553 28	106,896 50
Atchison, Topeka & Santa Fe										
Boone Valley										
Burlington, Cedar Rap. & Northern	\$ 496,561.45	\$ 977,567.19	\$ 706,498.46	\$ 542,194.82	2,812,820 92				2,812,820 92	3,786,948 92
Chicago, Burlington & Quincy										
Chicago, Burlington & Kan. City										
Kansas City, St. Jo. & O. Bluffs										
St. Louis, Keokuk & Northwest'n										
Humeston & Shenandoah										
Chicago, Ft. Madison & Des Moines					48,896 91				48,896 91	73,813 09
Chicago, Iowa & Dakota					23,624 82				23,624 82	32,065 22
Chicago Great Western					1,824,977 55				1,824,977 55	2,364,638 20
Chicago, Milwaukee & St. Paul					5,203,084 14				5,203,084 14	6,770,785 61
Chicago, Rock Island & Pacific					3,642,322 77				3,642,322 77	5,330,054 80
Chicago & North-Western	1,102,900.09	2,400,960.75	1,318,508 52	798,913.39	5,613,682 75		388 12	5,614,270 87	7,502,736 17	
Chicago, St. Paul, Minn. & Omaha					368,829 92		148 27	368,978 23	529,550 54	
Sioux City & Pacific	61,442 05	33,770 75	34,923 50	11,355 12	141,491 42		14 00	141,505 42	227,395 05	
Crooked Creek					8,623 93			8,623 93	10,602 13	
Des Moines, Northern & Western					303,539 60			303,539 60	418,531 61	
Dubuque & Sioux City					1,676,917 99			1,676,917 99	2,404,900 50	
Des Moines Union										
Iowa Central					898,017 96			898,017 96	1,200,370 98	
Iowa Northern					13,355 75			13,355 75	15,112 75	
Keokuk & Western										
Des Moines & Kansas City										
Mason City & Ft. Dodge					124,294 19			124,294 19	163,888 80	
Minneapolis & St. Louis					294,307 19		977 46	295,284 65	381,297 49	
Omaha & St. Louis					89,119 73			89,119 73	146,210 29	
Sioux City & Northern	19,477 87	61,430 19	52,440 41	16,481 27	149,829 74			149,829 74	179,373 97	
Tabor & Northern					6,830 49			6,830 49	9,881 19	
Union Pacific										
Wabash										
Winona & Western					20,286 69			20,286 69	28,002 78	
NARROW GAUGE ROADS.										
Burlington & Northwestern					53,520 54			53,520 54	72,124 17	
Burlington & Western					77,564 00			77,564 00	99,749 34	
Total.....	\$1,669,781 46	\$3,566,728 88	\$2,092,370 89	\$1,388,944 60	\$23,477,063 39	\$149 97	\$ 1,761 21	\$23,479,694 57	\$32,063,148 98	

EARNINGS—IOWA—CONTINUED—17.

RAILROADS.	OTHER EARNINGS FROM OPERATION.								Total gross earnings from operation— Iowa.
	Switching charges—balance.	Car mileage—credit—balance.	Hire of equipment—balance.	Telegraph	Rents from tracks, yards and terminals	Rents not otherwise provided for.	All other sources.	Total other earnings	
Ames & College						\$ 84 62		\$ 84 62	\$ 46,023 21
Albia & Centerville						271 47	\$ 122 99	1,075 44	101,820 90
Atchison, Topeka & Santa Fe	\$ 134 96		\$ 376 16	\$ 189 53					
Boone Valley					\$ 6,000 00			6,000 00	7,792,948 92
Burlington, Cedar Rapids & Northern									** 4,897,600 74
Chicago, Burlington & Quincy									** 171,392 45
Chicago, Burlington & Kansas City									** 308,514 53
Chicago, Burlington & Council Bluffs									** 96,712 45
Kansas City, St. Joseph & Council Bluffs									
St. Louis, Keokuk & Northwestern									73,813 09
Humeston & Shenandoah									32,065 22
Chicago, Ft. Madison & Des Moines									2,364,638 20
Chicago, Iowa & Dakota						2,227 12	1,671 53	3,908 65	5,470,983 72
Chicago Great Western						17,827 75		17,827 75	7,515,940 05
Chicago, Milwaukee & St. Paul					7,611 42	4,416 33		12,027 75	325,861 24
Chicago, Rock Island & Pacific					3,349 95	20,420 86	87,118 31	89,889 12	555,022 39
Chicago, Rock Island & Pacific					5,148 22	7,986 87		13,135 09	430,125 57
Chicago & North-Western							17 69	17 69	2,457,269 01
Chicago, St. Paul, Minneapolis & Omaha	\$ 4,079 49				4,993 33	2,596 57		11,669 39	15,112 75
Sioux City & Pacific							194 00	194 00	181,200 82
Crooked Creek					1,312 66			1,312 66	132,410 35
Des Moines, Northern & Western					327 35	22,692 61	2,749 72	23,769 68	154,008 80
Dubuque & Sioux City							7,198 05	7,198 05	395,982 05
Des Moines Union					820 68		60 00	880 68	120,320 82
Iowa Central							413 58	413 58	132,410 35
Iowa Northern									154,008 80
Keokuk & Western									395,982 05
Des Moines & Kansas City						120 00		120 00	120,320 82
Mason City & Ft. Dodge						3,120 00	392 45	3,512 45	182,920 55
Minneapolis & St. Louis									18,474 41
Omaha & St. Louis	314 54	2,879 37	715 95				7,546 36	8,456 22	370,191 46
Sioux City & Northern						227 24		227 24	28,519 26
Tabor & Northern									72,124 17
Union Pacific									99,749 34
Wabash									
Winona & Western									72,124 17
NARROW GAUGE ROADS.									
Burlington & Northwestern									99,749 34
Burlington & Western									
Total.....	\$ 5,620 80	\$ 3,192 37	\$ 1,662 14	\$ 14,122 40	\$ 62,355 32	\$ 83,033 66	\$ 12,285 02	\$ 176,481 11	\$ 28,200,500 04

* Debit. † Missouri river bridge. ‡ Proportional. ** Estimated.

RAILROADS.	PASSENGER EARNINGS.						
	PASSENGER REVENUE.		Mails.	Express.	Extra baggage and storage.	Other items.	Total passenger earnings.
	Total.	Deduct'n's account of reg'y m'ts, tickets redeemed, etc.						Net revenue.
Ames & College	\$ 3,223.85		\$ 3,223.85				\$ 3,223.85
Albia & Centerville	7,387.90	\$ 186.07	7,201.83	\$ 1,157.03	\$ 315.00	\$ 226.75	\$ 8,010.61
Atchison, Topeka & Santa Fe	4,010,390.83	112,885.23	3,897,505.60	756,196.40	703,456.80	\$ 20,135.93	\$ 4,677,022.16
Boone Valley	829,574.48		829,574.48	130,082.88	71,654.65	23,073.59	1,054,385.00
Chicago, Burlington & Quincy	5,286,497.83		5,286,497.83	1,357,383.79	742,799.96	112,713.73	7,386,878.04
Chicago, Burlington & Kansas City	77,178.21		77,178.21	19,100.90	11,700.00	1,322.35	100,501.96
Kansas City, St. Joseph & Council Bluffs	479,613.85		479,613.85	85,290.83	21,100.96	10,861.50	597,229.71
St. Louis, Keokuk & Northwestern	418,139.49		418,139.49	61,159.03	42,499.94	8,360.55	529,219.63
Humeston & Shenandoah							
Chicago, Fort Madison & Des Moines	14,877.97		14,877.97	4,790.32	4,500.00	219.75	24,018.78
Chicago, Iowa & Dakota	6,743.78		6,743.78	1,310.16	386.46		8,440.40
Chicago Great Western	826,835.54		826,835.54	101,287.88	77,700.00	14,297.87	1,111,580.67
Chicago, Milwaukee & St. Paul	5,717,496.98		5,717,496.98	1,199,379.98	730,151.12	130,977.52	8,047,946.60
Chicago, Rock Island & Pacific	3,314,146.16		3,314,146.16	566,588.20	469,200.00	71,833.60	4,621,768.00
Chicago & North-Western	7,206,258.58	304,631.51	6,901,627.07	877,684.98	567,767.96	142,112.99	8,449,193.01
Chicago, St. Paul, Minneapolis & Omaha	1,647,453.75	20,485.81	1,626,967.94	214,214.35	158,006.76	45,787.77	2,044,977.82
Sioux City & Pacific	179,718.72	7,562.15	172,156.57	30,213.44	9,034.00	4,692.83	216,373.56
Crooked Creek	719.49		719.49	708.80			1,428.29
Des Moines, Northern & Western	92,779.76		92,779.76	13,113.59	6,921.35	2,177.31	114,992.01
Dubuque & Sioux City	574,690.02	3,171.25	571,518.77	91,191.95	60,000.00	14,334.61	1,063,550
Des Moines Union							
Iowa Central	305,388.37	5,573.07	300,014.70	52,880.77	17,675.00	4,727.14	375,100.43
Iowa Northern	1,757.00		1,757.00				1,757.00
Keokuk & Western	83,832.62	375.70	83,456.92	17,444.48	8,607.40	2,930.08	111,077.88
Des Moines & Kansas City	54,315.36	289.08	54,026.28	8,554.40	2,760.00	1,268.69	66,639.37
Mason City & Ft. Dodge	32,262.42	117.31	32,145.11	4,263.84	1,210.64	1,215.11	39,494.70
Minneapolis & St. Louis	413,225.17	1,140.31	412,084.86	53,243.33	33,150.00	8,229.53	507,544.72
Omaha & St. Louis	82,099.39	281.72	81,717.67	35,000.00	5,424.86	1,702.86	124,327.36
Sioux City & Northern	25,738.23	109.69	25,528.54	8,149.76	332.25	468.18	34,548.73
Tabor & Northern	2,397.87		2,397.87	433.34	213.59		3,044.70
Union Pacific	2,885,051.27	47,077.73	2,837,973.54	545,635.09	384,700.69	75,884.42	3,741,199.74
Wabash	24,281.70	86.47	24,195.23	8,207.96	5,850.00		38,303.18
Winona & Western							
NARROW GAUGE ROADS.							
Burlington & Northwestern	13,774.73		13,774.73	3,747.29	918.00	153.61	18,593.63
Burlington & Western	15,588.99		15,588.99	4,635.00	1,782.00	158.35	22,155.34
Total	\$35,134,140.01	\$469,796.72	\$34,670,343.29	\$6,250,180.56	\$4,019,316.49	\$743,956.84	\$46,590,628.76

EARNINGS—ENTIRE LINE—CONTINUED—10.

RAILROADS.	FREIGHT EARNINGS.							Total passenger and freight earnings.		
	Total freight revenue.	LESS REPAYMENTS.			Net revenue.	Stock yards.	Elevators.		Other items.	Total earnings.
		Over-charge to shippers.	Other repayments.	Total deduct'n's.						
Ames & College	\$ 1,365.75			417.27	\$ 1,365.75			\$ 631.50	\$ 1,997.25	
Albia & Centerville	37,445.83	417.27		417.27	37,028.56			37,028.56	45,969.50	
Atchison, Topeka & Santa Fe	15,875,312.21	348,546.15		348,546.15	15,526,766.06	\$ 21,225.19		7,413.94	16,567,396.12	
Boone Valley	8,121,737.33				8,121,737.33				8,121,737.33	
Burlington, Cedar Rapids & Quincy					18,224,827.07	9,367.94			18,234,195.01	
Chicago, Burlington & Quincy					249,569.50				249,569.50	
Chicago, Burlington & K. C.					1,250,008.62				1,250,008.62	
Kansas City, St. J. & C. Bluffs					1,277,496.97				1,277,496.97	
St. Louis, Keokuk & N. Western					48,896.91				48,896.91	
Humeston & Shenandoah	48,896.91				23,624.82				72,521.73	
Chicago, Ft. Madison & Des M.	22,824.82				3,540,010.62				3,562,835.44	
Chicago, Iowa & Dakota					22,104,893.65	\$ 48,630.63	\$ 48,500.19		22,196,103.48	
Chicago Great Western	3,540,010.62				11,289,829.10				14,829,649.72	
Chicago, Milwaukee & St. Paul	22,391,822.66				22,319,397.28			20,380.71	22,339,778.00	
Chicago, Rock Island & Pacific	22,774,678.42	462,587.27	\$ 1,531.77	\$ 464,029.04	22,310,649.38			14,366.83	22,325,016.21	
Chicago & North-Western	6,042,151.05	38,975.92	7,321.99	7,359.91	5,993,813.15			14.00	5,993,827.15	
Chicago, St. P., Min. & Omaha	183,884.80	9,208.58	112.29	9,320.87	180,563.93				180,563.93	
Sioux City & Pacific	8,525.99				201,519.60				210,045.59	
Crooked Creek	301,530.80				1,096,079.68				1,397,610.48	
Des Moines, Northern & Western	1,712,749.46	26,669.78		26,669.78	1,686,079.68				1,686,079.68	
Dubuque & Sioux City					1,196,592.73				1,196,592.73	
Des Moines Union	1,212,825.58	26,230.85		26,230.85	1,186,594.73				1,186,594.73	
Iowa Central	13,355.75				13,355.75				13,355.75	
Iowa Northern	258,084.44	4,847.26	3,215.78	8,063.26	250,021.16				250,021.16	
Keokuk & Western	65,100.91	697.83	1,049.71	1,648.22	63,452.69				63,452.69	
Des Moines & Kansas City	124,384.10				124,384.10				124,384.10	
Mason City & Ft. Dodge	1,400,192.06	30,122.07		30,122.07	1,370,069.99				1,370,069.99	
Minneapolis & St. Louis	195,845.89	612.27	1,495.06	1,807.35	194,038.54				194,038.54	
Omaha & St. Louis	293,856.08	1,791.57	459.17	2,250.74	291,595.34				291,595.34	
Sioux City & Northern	6,836.49				6,836.49				6,836.49	
Tabor & Northern					7,004,799.05			180,817.67	7,185,616.72	
Union Pacific	8,068,521.78	221,530.56	302,351.27	484,181.83	7,884,340.22				7,884,340.22	
Wabash	102,439.91	1,006.29		1,006.29	101,433.62				101,433.62	
Winona & Western					53,530.54				53,530.54	
NARROW GAUGE ROADS.										
Burlington & Northwestern					77,564.00				77,564.00	
Burlington & Western										
Total	\$9,921,540.45	\$1,167,493.80	\$27,518.04	\$1,444,921.93	\$119,600,265.17	\$8,313.69	\$48,500.19	\$25,817.11	\$119,600,090.19	

EARNINGS FROM OPERATION—ENTIRE LINE—CONTINUED—20.

RAILROADS.	OTHER EARNINGS FROM OPERATION.								Total gross earnings from operation—entire line.	Proportion of gross earnings from operation—lowa—revenue train mileage basis.
	Switching charges—balance.	Car mileage—balance.	Hire of equip-ment—balance.	Telegraph com-panies.	Rents from tracks, yards and terminals.	Rents not otherwise provided for.	Other sources.	Total other earnings.		
Ames & College.						84 02		54 02	5,213 56	5,213 56
Abbia & Centerville.						60,324 07	27,330 57	27,683 49	46,023 21	46,023 21
Atchison, Topeka & Santa Fe.	29,922 00		\$ 83,508 29	\$ 37,739 39	40,699 05				22,338,140 77	170,195 33
Boone Valley.					6,000 00			5,000 00	4,184,182 93	3,883,375 75
Burlington, Cedar Rapids & N. Chicago, Burlington & Quincy.	433,967 45		995 75	55,982 65	253,977 38		103,190 39	847,117 87	20,033,740 92	4,897 6 974
Chicago, Burlington & Kansas C.	180 06		1,293 49	1,336 16		1,000 02	1,802 84	5,329 82	364,430 74	171,282 45
Kansas City, St. Joseph & C. B.	29,570 62		5,498 00	5,498 00	71,495 58	46,937 90	2,883 49	157,849 11	2,004,947 44	308,514 53
St. Louis, Keokuk & N. W.	18,439 19		3,776 75	3,509 47	137,482 61	11,450 67	10,644 06	184,362 75	1,994,075 25	95,712 65
Humeston & Shenandoah.										
Chicago, Ft. Madison & Des M. Chicago, Iowa & Dakota.									73,813 69	73,813 69
Chicago Great Western.					774 96	4,438 73	3,599 97	8,804 66	32,065 22	32,065 22
Chicago, Milwaukee & St. Paul.				31,126 47	119,649 53			150,776 90	4,975,395 35	1,091,939 79
Chicago, Rock Island & Pacific.				5,342 86	219,954 35	213,294 50		439,591 80	30,486,761 90	5,787,813 36
Chicago & North-Western.	*2,013 76				30,011 30	69,209 74	44,549 83	146,778 83	16,728,885 00	5,565,421 18
Chicago, St. Paul, Minn. & O.	3,080 97				24,936 53	16,537 11		84 75	31,029 5 635	8,804,935 42
Sioux City & Pacific.					14,096 29	2,599 55		108 06	8,099,800 51	487,60 99
Crooked Creek.								17,980 50	414,614 07	368,841 10
Des Moines, Northern & Western.				1,312 06				108 06	10,158 13	10,158 13
Dubuque & Sioux City.				837 33	22,062 81	2,759 72	7,108 65	32,798 51	2,456,927 32	2,437,380 01
Des Moines Union.				1,050 53		60 00			105 179 26	105 179 26
Iowa Central.								1,524 11	1,964,222 27	1,197,099 30
Iowa Northern.									15 112 75	15 112 75
Keokuk & Western.	\$ 22,510 50	2,624 55	1,900 62	231 64	10,000 00	245 21	1,157 49	30,943 75	378,942 79	180,296 82
Des Moines & Kansas City.		2,804 40			1,485 00		1,156 85	7,378 60	157,427 96	125,310 35
Mason City & Ft. Dodge.								130 00	164,908 80	164,908 80
Minneapolis & St. Louis.	18,837 43	11,015 69	1,556 41		91,151 29		1,170 69	122,178 10	2,008,705 00	385,001 62
Omaha & St. Louis.	684 00	5,359 59						8,499 91	326,585 83	150,230 25
Sioux City & Northern.		5,035 45						9,414 39	245,537 41	196,770 01
Tabor & Northern.				227 24				367 99	419,756 50	10,416 41
Union Pacific.									82,042 38	290,142 32
Wabash.		1,565 04		1,017 91	82,042 38			2,860 17	142,507 07	28,519 36
Winona & Western.										
NARROW GAGE ROADS.										
Burlington & North-western.									72 124 17	72 124 17
Burlington & Western.									90,749 34	90,749 34
Total.	\$ 537,770 07	\$ 32,509 67	\$ 95,445 86	\$ 144,732 34	\$ 1,120,959 09	\$ 429,354 00	\$ 207,505 61	\$ 2,594,368 14	\$ 199,385,028 82	\$ 38,560,953 77

* Locomotive mileage—balance. † Missouri river bridge.

OPERATING EXPENSES—IOWA—21.

RAILROADS.	MAINTENANCE OF WAY AND STRUCTURES.										Total.
	Repairs of roadway.	Renewal of rails.	Renewal of ties.	Repairs and renewals of bridges and culverts.	Repairs & renewals of fences, roadcrossings, signs and cattle guards.	Repairs and renewals of buildings and fixtures.	Repairs and renewals of docks and wharves.	Repairs and renew-als of tele-graph.	Stationery and printing.	Other expens-es.	
Ames & College.	104 83				34 45						139 28
Abbia & Centerville.	5 969 58		5,136 02	1,056 28	300 84	1,000 71	1 20	4 24			13,459 17
Atchison, Topeka & Santa Fe.	11,281 98	1,780 02	3,170 36	2,425 07	216 59	1,494 64	97 34	7 47			30,583 41
Boone Valley.											
Burlington, Cedar Rapids & N. Chicago, Burlington & Quincy.	458,711 61	208,577 00	118,462 50	138,483 29	35,831 72	89,325 54	4,121 21	92 80	\$ 3,144 48		1,043,250 15
Chicago, Burlington & Kansas C.											
Chicago, Burlington & K. C.											
Kansas City, St. Jo. & O. B.											
St. Louis, Keokuk & N. W.											
Humeston & Shenandoah.											
Chicago, Ft. Madison & D. M.	14,617 23		4,190 00	1,372 22	426 23	374 50	61 73				20,892 26
Chicago, Iowa & Dakota.	3,641 34		441 95	391 50	419 43	84 45	1 00		57 45		4,867 78
Chicago Great Western.	212 473 77	3,199 79	46,029 61	42,828 99	7,554 92	19,370 05	3,625 02	2,968 84	3,031 83		340,881 82
Chicago, Milwaukee & St. P.	*423,019 21	179,038 50	218,076 10	175,494 81	57,996 88	81,580 40	8,067 79	215 12			1,141,559 57
Chicago, Rock Island & Pacific.	417 455 69	18 742 81	82,753 19	296,696 94	19,967 23	59,476 98					835,083 14
Chicago & North-Western.	*464,880 29	98,892 60	130,874 78	169,791 75	33,627 02	87,106 27	\$10,430 31	3,200 44			945,426 51
Chicago, St. Paul, Minn. & O.	57,138 05	9,410 00	10,494 29	9,044 25	1,085 40	3,252 91					85,363 90
Sioux City & Pacific.	*35,653 05	2,508 59	2,971 81	2,489 18	1,394 39	4,508 46	711 11	183 60			47,620 61
Crooked Creek.	1 003 74		1,491 08	5 61	15 14	12 86			1,800 15		4,397 56
Des Moines, Northern & W.	67 124 79	7 510 77	12 736 12	5,313 56	1,556 19	8,563 37	399 43				160,263 14
Dubuque & Sioux City.	197,578 77	10,954 78	77,828 91	88,740 09	12,734 98	46,627 58	2,814 43	932 36	2,374 50		434,586 17
Des Moines Union.	9,477 00	1,590 55	1,631 87		239 03	2,967 10					15,905 25
Iowa Central.	165,414 81	3,867 68	54,348 19	37,207 82	7,537 62	14,921 22					235,241 49
Iowa Northern.	4 4 9 13	541 49	839 47								5,819 12
Keokuk & Western.	19 053 11		7,863 03	4,245 43	1,982 61	1,068 85			938 78		35,369 44
Des Moines & Kansas City.	19,267 29		7,523 20	3,763 87	1,570 29	2,194 33			1,330 10		35,561 44
Mason City & Ft. Dodge.	18,422 03	323 28	3,017 18	3,620 39	635 45	2,802 22					28,863 52
Minneapolis & St. Louis.	74 713 90	19,186 28	16,171 54	3,969 33	2,521 48	7,187 35	1,128 40	417 68			120,356 08
Omaha & St. Louis.	16,916 53	1,586 39	12,356 67	3,455 62	967 05	665 70			211 07	3 25	30,190 82
Sioux City & Northern.	23,896 22	54 39	22,198 86	5,865 98	89 44	2,444 77			976 38		55,775 08
Tabor & Northern.	1,388 43	846 12	217 38	507 77	79 00						3,022 96
Union Pacific.	35,485 40	1,199 40	10,060 77	2,694 30	352 95	2,424 72	85 17	74 49	1,778 37		55,150 29
Wabash.	4,305 30		1,301 11	3,007 08	29 68	432 11	147 15	2 70	244 48		9,369 61
Winona & Western.											
NARROW GAGE ROADS.											
Burlington & North-western.	6,834 39	6,000 00	1,257 07	1,825 53	97 31	1,128 01			53 59	105 69	17,431 50
Burlington & Western.	17,351 89		6,621 60	4,276 76	346 19	1,539 44			34 15	173 39	30,343 42
Total.	\$ 2,604,839 88	\$ 575,821 65	\$ 850,741 46	\$ 888,364 29	\$ 178,308 91	\$ 434,549 00	\$ 10,671 54	\$ 31,635 60	\$ 8,886 06	\$ 15,122 98	\$ 65,697,945 15

*Train mileage basis. †Proportional.

RAILROADS.	MAINTENANCE OF EQUIPMENT.									
	Superintendence.	Repairs and renewals of locomotives.	Repairs and renewals of passenger cars.	Repairs and renewals of freight cars.	Repairs and renewals of work cars.	Rep'r's and renewals of marine equipment.	Repairs and renewals of shop machinery and tools.	Stationery and printing.	Other expenses.	Total.
Ames & Col lege.....		\$ 100.68	\$ 31.44						\$ 230.98	\$ 363.10
Albia & Centerville.....		1,507.69	400.43	\$ 1,513.76				\$ 4.37		3,526.25
Atchison, Topeka & Santa Fe.....	\$ 194.85	4,243.10	1,137.30	6,344.90	\$ 284.90		\$ 316.44	13.08		12,525.97
Boone Valley.....										
Burlington, Cedar Rap. & Northern.....	9,441.47	196,778.68	22,917.57	301,028.92	2,268.00		17,994.06	426.10	17,530.56	417,496.28
Chicago, Burlington & Quincy.....										
Chicago, Burlington & Kansas City.....										
St. Louis, Keokuk & Northwestern.....										
Humeston & Shenandoah.....										
Chicago, Ft. Madison & Des Moines.....	300.00	1,314.81	471.82	1,949.73			362.34			3,797.90
Chicago, Iowa & Dakota.....		570.29	1,600.09	13.85			17.98		430.20	2,638.41
Chicago Great Western.....	2,436.88	95,916.47	26,331.83	161,042.66			3,833.30	1,927.49	6,354.44	297,963.67
Chicago, Milwaukee & St. Paul.....	54,433.14	174,765.74	88,606.49	241,384.40	4,394.80		12,243.15	1,856.62	17,045.26	504,729.63
Chicago, Rock Island & Pacific.....		174,858.77	88,481.32	188,326.34						451,666.43
Chicago & North-Western.....	55,912.31	196,132.32	74,868.14	279,549.30	8,880.34	\$190.21	19,267.41	4,430.67	28,071.25	608,472.15
Chicago, St. Paul, Minn. & Omaha.....	3,408.28	11,478.68	4,022.13	18,690.50	346.82		1,094.94	27.97	1,566.24	40,745.56
Sioux City & Pacific.....	3,367.10	7,312.77	2,510.32	3,824.62	629.33		4,318.30	203.50	1,228.56	23,282.49
Crooked Creek.....		684.30		88.63						772.93
Des Moines, Northern & Western.....		27,271.33	6,154.70	36,389.76						59,815.79
Dubuque & Sioux City.....	7,970.34	129,685.28	35,863.70	87,467.07	3,090.52		5,150.29	849.00	4,701.58	274,778.38
Des Moines Union.....	2,340.00	2,451.60		315.57			3,728.64		3,943.52	13,679.33
Iowa Central.....	11,450.95	34,296.34	10,101.47	40,278.50	573.38		2,641.91	779.03		103,544.23
Iowa Northern.....		1,339.47							32.00	1,323.47
Keokuk & Western.....	918.00	7,443.78	2,361.11	19,665.62						30,388.51
Des Moines & Kansas City.....		2,460.25	2,033.35	2,946.23						7,439.83
Mason City & Ft. Dodge.....		3,480.07	3,094.05	4,009.49			722.49			11,216.10
Minneapolis & St. Louis.....	1,526.33	15,928.35	7,742.62	15,115.59	816.51		367.01	417.88	458.01	42,941.81
Omaha & St. Louis.....	1,171.29	8,189.33	1,268.26	4,885.81	9.46		273.01	17.10	611.63	13,326.05
Sioux City & Northern.....		7,070.61	1,905.49	10,443.69			358.77			19,784.56
Taber & Northern.....		1,744.49		28.22			10.20			1,783.01
Union Pacific.....										
Wabash.....	1,641.12	8,296.77	4,176.96	4,208.70	66.87		1,071.60	58.62	1,364.67	20,884.71
Winona & Western.....	360.00	951.69	489.83	1,396.21			112.26	34.63		3,323.63
NARROW GAUGE ROADS.										
Burlington & Northwestern.....		2,207.45	200.96	1,797.73	86.13			26.40		4,508.73
Burlington & Western.....		3,623.41	171.62	4,966.28	64.60			49.35		8,865.16
Total.....	\$157,972.36	\$1,062,190.82	\$396,942.52	\$1,267,060.15	\$ 21,433.66	\$190.21	\$ 73,642.95	\$ 11,944.72	\$ 87,612.56	\$3,078,280.32

* Train mileage basis. † Proportional.

OPERATING EXPENSES—

RAILROADS	GENERAL				
	Salaries of general officers.	Salaries of clerks and attendants.	General office expenses and supplies	Insurance.	Law expenses.
Aimes & College				\$ 35 00	\$ 473 89
Albia & Centerville		\$ 600 00		28 75	477 50
Atchison, Topeka & Santa Fe	\$ 581 24	\$ 182 85	\$ 587 67	352 94	754 05
Boone Valley					
Burlington, Cedar Rap. & Northern	\$ 51,408 86	\$ 53,153 27	12,458 21	5,307 33	8,968 42
Chicago, Burlington & Quincy					
Chicago, Burlington & Kansas City					
Kansas City, St. Joseph & C. Bluffs					
St. Louis, Keokuk & Northwestern					
Humeston & Shenandoah					
Chicago, Ft. Madison & Des Moines	\$ 8,991 54	\$ 800 00	305 07	150 00	1,278 11
Chicago, Iowa & Dakota	1,825 00	494 64	369 56	364 56	1,282 28
Chicago Great Western	27,779 81	47,990 95	12,733 32	9,100 00	21,606 72
Chicago, Milwaukee & St. Paul*	56,160 32	54,294 72	9,136 13	23,971 97	19,300 23
Chicago, Rock Island & Pacific	124,598 97				41,506 93
Chicago & North-Western†	34,626 87	69,387 28	20,622 19	1,779 41	27,388 41
Chicago, St. Paul, Minn. & Omaha	4,945 00	8,531 92	322 21	742 32	984 66
Siox City & Pacific‡	3,051 20	5,294 22	1,963 34	7 85	1,406 21
Crooked Creek	3,798 00				
Des Moines, Northern & Western	16,509 00	3,554 56	1,413 38	9 00	80 70
Dubuque & Siox City	12,922 99	22,733 80	6,243 24	11,792 44	10,284 19
Des Moines Union	2,809 00	1,140 00	586 71	513 20	610 79
Iowa Central	18,806 60	16,810 03	4,103 38	2,462 60	985 27
Iowa Northern	6,000 00		180 00	530 27	
Keokuk & Western	6,098 96	2,563 53	5,610 73	524 13	88 89
Des Moines & Kansas City		2,370 50	646 79	991 28	270 44
Mason City & St. Dodge	6,043 30	2,257 21	7,280 71	876 79	335 65
Minneapolis & St. Louis	18,419 83	9,964 80	2,938 65	1,845 34	4,732 83
Omaha & St. Louis	5,427 98	3,979 79	71 89	2,860 61	325 52
Siox City & Northern	7,863 13	6,025 27	433 88	3,217 10	1,007 53
Tabor & Northern				40 00	25 00
Union Pacific§					
Wabash	831 87	227 68	34 98	471 51	897 78
Winona & Western	360 00	276 00	179 11	151 10	2 06
NARROW GAUGE ROADS					
Burlington & North-western	1,470 50	2,544 56	1,771 84	395 26	10 00
Burlington & Western	2,070 50	3,563 50	1,436 16	848 74	167 15
Total	\$ 412,123 61	\$ 313,824 50	\$ 68,560 45	\$ 71,269 30	\$ 153,397 38

* Train mileage basis. † Proportional. ‡ Includes \$52,550 renewal account. § Missouri

IOWA—CONTINUED—25.

EXPENSES.	RECAPITULATION OF EXPENSES.						Percentage of earnings to expenses—Id.
	Stationery and printing (general offices).	Other expenses	Total.	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.	
	\$ 114 16	\$ 625 05	\$ 739 21	\$ 189 28	\$ 353 10	\$ 2,108 24	\$ 623 05
	51 46	95 99	1,363 72	12,459 17	3,528 25	15,438 49	1,263 75
	71 95	69 22	3,280 02	20,263 41	12,523 57	54,757 01	3,230 02
	\$ 236 56	\$ 1,692 76	\$ 141,082 61	\$ 1,043,250 15	\$ 417,406 28	\$ 1,126,085 83	\$ 141,082 61
							\$ 3,727,594 60
							\$ 33,376,342 71
							** 118,130 25
							** 197,340 99
							** 46,650 78
							88 42
	976 73	7,190 22	33,807 26	3,797 90	35,418 86	7,190 22	65,574 23
	56 54	3,698 04	4,862 73	2,038 41	11,225 16	3,698 04	21,945 26
	1,037 89	24,660 20	144,517 43	240,891 82	237,863 97	1,035,211 24	144,517 43
	3,204 02	32,833 44	165,908 91	1,141,559 57	594,729 63	2,565,659 29	248,209 91
	1,730 14	33,319 60	349,214 50	525 083 14	451,695 43	1,791,167 86	249,214 90
	374 30	1,673 45	108,565 75	945 428 51	669 472 15	2,334,657 08	168,533 73
	193 43	4 12	12,046 16	62,897 89	40,745 56	171,525 87	12,046 16
	1,410 15	289 47	22,015 40	47,523 01	23,388 48	144,291 70	11,860 47
	3,620 06	6,140 71	76,808 27	4,267 54	772 83	5,633 37	2,027 47
	799 50	8,200 11	6,200 11	103,926 14	50,815 70	143,187 50	23,012 40
	2,416 14	432 13	46,378 39	274,778 86	817,355 97	73,806 27	1,600,529 70
	970 85	2,412 10	15,225 20	15,369 44	8,369 13	44,378 52	46,378 52
	545 73	2,138 15	7,221 20	35,991 44	49,335 43	7,221 20	100,277 90
	869 67	238 19	17,980 92	25,963 52	11,216 19	55,838 66	17,980 92
	1,071 01	3,590 75	44,735 06	135,238 96	42,941 21	144,213 42	44,735 06
	144 07	3,993 65	15,796 81	36,180 82	16,238 03	63,864 10	15,796 81
	2,368 97	433 81	20,219 39	55,773 88	19,704 56	61,704 00	20,219 39
			65 00	3,282 98	1,769 01	3,846 84	65 00
							15,225 20
							100,277 90
							63,864 10
							367,230 35
							133,170 82
							197,663 09
							8,857 81
							397,275 53
							165,401 19
							1,974 94
							25,898 48
							42,827 54
							86,885 03
							96 22
							67
							96 21

river bridge. ** Estimated.

OPERATING EXPENSES—ENTIRE LINE—26.

MAINTENANCE OF WAY AND STRUCTURES.										
RAILROADS.	Repairs of roadway.	Renewals of rails.	Renewals of ties.	Repairs and renewals of culverts, bridges and trestles.	Repairs and renewals of fences, roads and structures.	Repairs and renewals of buildings and wharves.	Repairs and renewals of telegraph and telephone.	Stationery and printing.	Other expenses.	Total.
Ames & College	181.85									181.85
Ames & Des Moines	5,620.00									5,620.00
Atchison, Topeka & Santa Fe	2,077,106.73	395,559.44	5,135,625.61	328,934.00	300.84	34.45	31,630.96	4.24		4,239,446.71
Boone Valley										
B. C. R. & N.	544,576.71	238,577.00	129,028.56	154,000.82	28,849.82	56,368.44	4,625.93	103.05	2,205.00	1,440,002.20
Chicago, Burlington & Quincy	2,230,559.19			626,779.30	48,074.16	239,285.20	90,475.45			3,067,097.24
C. & N. W.	78,865.99			31,201.74	4,306.55	10,439.56				103,813.84
C. R. & Kansas City	1,000.00			36,634.78	3,233.75	8,551.82				38,620.55
Chicago & North-Western	44,996.06									44,996.06
Chicago & St. Paul	14,817.22			4,100.00	1,572.49	274.59	61.72			20,862.26
Chicago & Western	3,641.94			141.90	281.50	46.46				4,051.80
Chicago Great Western	624,951.53	3,209.58	62,053.72	52,057.98	15,167.53	76,547.65	7,262.00	5,837.98	57.45	728,657.72
Chicago, Milwaukee & St. Paul	1,083,243.21	693,329.14	881,532.30	540,559.73	21,228.31	247,431.26	30,069.34	818.59	6,063.65	2,847,335.93
Chicago & North-Western	2,019,759.48	457,734.80	506,065.01	474,879.33	145,447.29	45,239.08	18,449.90	15,881.62		4,089,392.14
C. St. P. M. & O.	44,996.06			159,073.74	30,632.27	75,797.74	3,315.53			1,123,357.31
Sioux City & Pacific	1,000.74			3,339.18	1,407.75	6,618.38	840.36			10,166.36
Crooked Creek	1,000.74			15.14	3.27	12.29				1,021.30
Des Moines, Northern & W.	261,829.30			5,235.95	15.14	8,232.27	309.45			275,346.01
Des Moines Union	9,477.80			65,346.86	13,244.68	41,559.78	2,892.35			120,527.17
Iowa Central	144,077.88	30,000.00	70,172.45	45,201.81	9,659.12	17,019.07	1,739.37			244,187.60
Iowa Northern	4,458.16	541.49	839.47	3,857.46	2,054.01	2,054.01	700.16			11,753.50
Keokuk & Western	17,259.03	8,000.00	15,025.54	8,224.38	3,857.46	2,054.01	700.16			40,126.58
Des Moines & Kansas City	21,648.04			3,407.18	6,639.37	1,658.49	440.74			32,393.82
Mason City & St. George	148,297.55	23,500.20	31,401.45	20,053.62	8,000.00	16,551.11	2,044.99			271,000.72
Omaha & St. Louis	36,775.07	3,458.20	36,862.33	7,512.52	1,053.58	1,442.53	502.22			78,053.85
Sioux City & Northern	26,098.37	8,48.48	27,580.01	7,317.47	111.98	3,449.89	883.54			38,338.26
Tabor & Northern	1,388.44	846.12	217.88	197.77	79.00					2,630.21
Union Pacific	760,531.15	297,983.02	230,057.26	148,007.31	48,559.81	137,783.14	18,001.78			1,622,703.43
Wabash	21,320.26		6,035.56	15,038.41	148.49	2,160.58	735.75			30,688.68
Winona & Western	8,854.20	6,000.00	1,857.07	1,825.83	97.31	1,138.01	53.20			17,481.50
Narrow Gauge Roads	17,259.50		6,621.60	4,576.70	246.19	1,630.44	34.15			30,343.42
Burlington & Western										
Total	\$11,461,439.31	\$2,281,227.59	\$3,461,375.91	\$3,542,662.18	\$69,472.52	\$1,051,869.24	\$56,044.17	\$30,633.71	\$17,374.25	\$23,000,360.03

OPERATING EXPENSES—ENTIRE LINE—CONTINUED—27.

MAINTENANCE OF EQUIPMENT.										
RAILROADS.	Supertendence.	Repairs and renewals of locomotives.	Repairs and renewals of passenger cars.	Repairs and renewals of freight cars.	Repairs and renewals of work cars.	Repairs and renewals of marine equipment.	Repairs and renewals of machinery and tools.	Other expenses.	Total.	
Ames & College		100.00	31.44	1,613.76					1,813.76	
Ames & Des Moines		1,507.60	400.43	1,413.76					4,322.80	
Atchison, Topeka & Santa Fe	41,236.18	942,911.56	250,511.95	1,409,875.00	63,178.29				2,648,693.90	
Boone Valley										
Burlington, Cedar Rapids & Northern	10,656.10	1,238,855.22	36,398.85	3,363,197.75	3,833.29				4,642,741.11	
Chicago, Burlington & Quincy		7,468.50	2,081.08	15,448.20					25,000.78	
Chicago, Milwaukee & St. Paul		49,165.54	20,217.73	85,160.57					154,543.84	
Chicago City, St. Joseph & Council Bluffs		2,693.28	30,467.35	50,138.86					83,299.49	
St. Louis, Keokuk & North-Western										
Hannibal & Shenandoah	900.00		171.82	1,240.73					2,112.55	
Chicago, Iowa & Des Moines		570.29	1,000.00	31.85					1,572.14	
Chicago, Iowa & Dakota	4,823.77	100,823.24	32,663.67	302,083.23	16,222.36				453,616.23	
Chicago, Milwaukee & St. Paul	307,177.00	669,074.61	337,163.21	1,815,490.91	17,322.36				3,137,250.15	
Chicago & North-Western	241,869.48	331,370.69	288,513.79	1,283,775.18	58,400.65	\$25.00			2,203,905.75	
Chicago, St. P., Minneapolis & Omaha	26,434.25	198,211.22	67,638.12	305,828.40	5,177.28				607,689.27	
Sioux City & Pacific		9,761.87	4,833.64	5,165.52	716.61				20,577.44	
Crow Creek		954.30		88.63					1,042.93	
Des Moines, Northern & Western		27,271.33	6,154.70	26,289.76	2,629.84				62,335.63	
Dubuque & Sioux City	3,268.01	132,275.40	26,023.32	58,661.70	3,229.84				180,458.30	
Des Moines Union	13,689.71	44,829.56	13,523.45	53,637.27	799.10				116,579.09	
Iowa Central		1,209.47		33,637.27					35,046.74	
Iowa Northern	1,800.00	14,595.65	4,639.60	38,560.04					59,005.29	
Keokuk & Western		2,754.53	3,284.00	3,210.37					9,248.90	
Mason City & Ft. Dodge		2,469.07	3,604.05	4,079.49					10,152.61	
Minneapolis & St. Louis	5,798.92	61,679.00	2,971.49	10,188.54	30.57				79,668.52	
Omaha & St. Louis	2,566.50	3,828.11	2,277.11	13,628.56					24,290.68	
Sioux City & Northern		1,544.46		28.28					1,572.74	
Tabor & Northern										
Wabash	108,694.60	601,245.32	360,029.76	438,488.22	5,779.57				1,514,237.47	
Winona & Western	1,800.00	4,738.49	2,440.25	9,970.07					18,957.81	
Narrow Gauge Roads		3,297.45	1,797.75	84.12					5,180.32	
Burlington & Western		3,624.41	171.62	4,955.28					8,751.31	
Total	\$75,592.25	\$3,533,947.79	\$1,823,664.42	\$7,122,854.26	\$38,360.70	\$22.06	\$265,633.15	\$1,405,064.23	\$21,261.11	\$16,084,066.97

OPERATING EXPENSES—

RAILROADS.	CONDUCTING					
	Superintendence.	Engine and roundhouse men.	Fuel for locomotives	Water supplies for locomotives.	Oil, tallow and waste for locomotives.	Other supplies for locomotives.
Ames & College	\$ 940.00	\$ 634.50	\$ 526.21	\$ 72.00	\$ 58.53	.....
Albia & Centerville	3 133.33	2,873.01	392.28	371.58	38.02	.....
Atchison, Topeka & S. Fe	252,233.48	1,732,423.09	1,196,222.02	130,842.42	37,878.78	27,429.46
Boone Valley .....	.....	.....	.....	.....	.....	.....
Burlington, Ced. Rap. & N.	3 995.62	273,460.83	243,880.18	24,822.82	9,517.65	.....
Chicago, Burlington & Q.	1,474,601.01	1,460,945.59	186,600.67	2,747.65	.....	263,569.83
Chicago, Burl. & K. C.	54,895.16	.....	.....	.....	.....	.....
Kan. C. St. Jo. & C. B.	245,493.85	.....	.....	12,727.30	.....	.....
St. Louis, Keok. & N. W.	305,220.03	.....	.....	7,798.31	.....	.....
Humston & Shenando'h.	.....	.....	.....	.....	.....	.....
Chicago, Ft. M. & Des M.	600.00	4,940.65	4,527.48	408.50	188.85	9.42
Chicago, Iowa & Dakota.	.....	2,942.69	2,758.85	61.38	72.24	175.04
Chicago Great Western.	18,324.65	329,345.52	355,470.71	22,228.22	14,463.12	17,192.76
Chicago, Mil. & St. Paul.	348,925.54	1,931,675.69	1,730,881.03	66,322.56	57,760.07	.....
Chicago, Rock I. & P.	.....	1,110,504.31	963,661.19	157,036.05	26,720.22	.....
Chicago & North-Western	149,754.10	2,413,769.47	1,913,504.95	127,263.02	66,304.16	31,680.77
Chi., St. P., Minn. & O.	86,327.21	488,876.23	654,059.78	30,223.42	14,138.65	8,406.65
Sioux City & Pacific.	1,926.87	36,178.03	46,541.94	1,511.12	1,244.78	144.00
Crooked Creek.	.....	2 362.32	1 470.96	.....	.....	.....
Des Moines, North'n & W.	5,573.00	19,224.86	20,944.93	1,755.62	1,088.39	89.66
Dubuque & Sioux City	51,772.93	174,246.80	93,234.66	11,224.86	5,583.83	2,890.44
Des Moines Union.	12,114.21	.....	4,853.14	1,589.83	326.26	.....
Iowa Central.	26,768.00	124,420.61	90,614.44	2,368.67	4,121.72	1,080.83
Iowa Northern.	.....	1,500.00	.....	.....	127.45	.....
Keokuk & Western.	4,836.00	23,103.52	17,935.14	2 202.26	1,128.49	718.02
Des Moines & Kan. City	.....	16,624.08	5,722.98	1,036.87	525.43	.....
Mason City & Ft. Dodge.	.....	7,434.49	11,025.08	809.96	719.61	.....
Minneapolis & St. Louis.	2,987.06	122,476.86	147,635.99	7,583.24	4,684.25	1,305.49
Omaha & St. Louis.	4,940.00	24,497.85	28,874.35	3,573.90	1,632.22	125.44
Sioux City & Northern.	2,431.77	14,486.09	31,324.12	.....	.....	706.21
Tabor & Northern.	.....	1 494.79	50.00	30.72	.....	.....
Union Pac. fic.	.....	.....	.....	.....	.....	.....
Wabash.	113,583.95	826,029.84	466,951.08	57 783.25	33,254.15	7,342.64
Winona & Western.	3,399.96	10 988.46	14,634.78	568.89	492.63	.....
NARROW GAUGE ROADS	.....	.....	.....	.....	.....	.....
Burlington & Northwest'n	3 680.21	1 469.74	159.37	.....	71.73	70.62
Burlington & Western.	8,953.22	7,826.42	1,397.91	.....	273.01	860.09
Total.	\$1,090,715.25	\$11,683,843.76	\$9,553,704.19	\$60,725.76	\$22,207.91	\$494,494.70

ENTIRE LINE—CONTINUED—28.

TRANSPORTATION.									
Train service.	Train supplies and expenses.	Switchmen, watchmen and flagmen.	Telegraph expenses.	Station service.	Station supplies.	Switching charges—balance.	Car mileage—balance.	Hire of equipment—balance.	.....
.....	\$ 672.00	.....	.....	.....	.....	.....	.....	.....	.....
.....	75.22	114.04	661.71	1,625.22	72.45	722.50	1,399.40	.....	.....
.....	1,250,816.83	297,470.13	491,058.98	325,320.78	866,000.07	71,147.46	178,540.30	.....	.....
.....	187,448.09	63,139.82	54,690.63	65,884.16	181,177.69	41,379.79	10,918.21	.....	\$14,159.72
.....	1,285,256.96	440,407.01	654,490.33	280,856.06	1,194,117.99	472,147.34	80,413.21	.....	.....
.....	28,294.26	.....	.....	8,943.77	12,020.19	.....	7,431.05	.....	.....
.....	129,119.92	.....	.....	26,894.00	200,430.50	.....	44,741.88	.....	.....
.....	111,746.97	.....	.....	22,235.48	252,384.57	.....	63,215.04	.....	.....
.....	3,696.37	1,529.54	.....	5,629.91	162.64	867.50	784.50	199.00	.....
.....	1,673.48	43.22	.....	2,639.75	313.60	85.52	21.08	.....	.....
.....	253,158.21	42,003.94	70,027.02	58,403.30	290,677.14	24,090.94	101,256.94	62,271.57	.....
.....	1,333,149.15	292,939.18	583,987.24	477,476.47	1,349,654.78	124,233.63	393,780.61	210,237.18	.....
.....	819,528.95	127,015.63	.....	234,175.98	1,410,466.51	157,979.86	60,346.75	.....	.....
.....	1,770,384.46	370,856.95	836,437.76	431,023.60	1,311,298.17	127,261.59	63,701.66	233,948.57	.....
.....	383,287.29	65,238.39	146,944.87	95,461.36	533,959.67	33,796.28	20,863.51	.....	.....
.....	24,376.22	7,031.97	9,838.74	5,848.07	35,436.37	2,488.83	3,063.50	2,953.67	9,341.24
.....	13,762.66	1,153.42	.....	5,107.28	1,170.00	.....	.....	.....	.....
.....	124,614.21	61,889.89	31,787.60	31,287.60	34,214.65	1,324.00	48,307.64	.....	930.50
.....	76,351.19	9,662.14	16,032.13	32,709.25	69,841.06	1,465.32	30,419.97	41,681.92	.....
.....	16,587.55	1,636.55	4,320.60	6,217.46	16,554.28	379.87	1,936.91	5,356.13	1,000.62
.....	8,564.10	676.61	.....	2,160.80	7,928.59	213.28	1,387.50	5,521.56	2,624.55
.....	4,830.72	322.40	.....	2,273.00	5,203.89	474.55	.....	210.04	.....
.....	77,609.98	19,385.53	40,145.96	25,162.26	58,517.58	6,004.93	.....	.....	456.95
.....	10,958.23	1,853.16	6,109.16	5,675.23	28,942.37	1,608.71	.....	.....	.....
.....	8,275.93	1,938.36	4,207.35	3,585.82	11,413.90	1,615.12	.....	.....	.....
.....	1,413.95	.....	.....	480.00	13.25	.....	.....	.....	.....
.....	671,285.95	97,459.01	320,152.73	155,794.50	969,495.86	96,428.53	349,275.28	10,690.72	.....
.....	7,464.67	1,647.80	900.00	763.37	11,630.69	916.78	.....	.....	.....
.....	1,965.24	1,002.62	720.00	690.60	3,916.63	621.05	.....	91.15	.....
.....	7,849.50	1,147.70	547.50	600.00	3,632.18	.....	306.49	.....	.....
Total.	\$5,720,249.28	\$1,676,792.77	\$3,268,228.32	\$2,012,040.60	\$9,957,324.99	\$1,124,501.70	\$48,069.20	\$1,428,022.54	\$30,013.30

* Credit.

OPERATING EXPENSES—ENTIRE LINE—CONTINUED—30.

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's).	Other expenses.	Total general office expenses.
Ames & College.....				\$ 35.00	\$ 473.89		\$ 114.10	\$ 623.09
Albia & Centerville.....		\$ 600.00		38.75	477.50	51.48	66.99	1,303.72
Atchison, Topeka & Santa Fe.....	\$ 129,163.54	\$ 196,188.80	\$ 130,594.31	78,208.21	167,566.84	15,922.62	13,281.23	731,115.55
Boone Valley.....							4,200.00	
Burlington, Cedar Rapids & Northern.....	59,648.05	59,362.60	13,913.58	9,166.00	10,010.52	3,073.07		157,563.82
Chicago, Burlington & Quincy.....	779,937.45		209,875.27	77,436.23	146,395.59		22,307.48	1,236,952.32
Chicago, Burlington & Kansas City.....	12,521.88		2,822.55	592.88	2,215.90			15,843.31
Kansas City, St. Joseph & Council Bluffs.....	79,124.51		2,502.20	2,502.20	7,215.90			89,842.31
St. Louis, Keokuk & Northwestern.....	67,443.14			2,388.64	8,776.90			78,608.68
Humeston & Shenandoah.....								
Chicago, Ft. Madison & Des Moines.....	4,901.54	494.54	90.05	364.50	1,278.11		976.72	7,196.22
Chicago, Iowa & Dakota.....	1,895.00	300.00	395.07	150.00	128.38		56.54	3,090.04
Chicago Great Western.....	35,558.62	35,221.89	35,506.84	18,300.00	42,073.45	2,075.77	49,698.47	269,034.84
Chicago, Milwaukee & St. Paul.....	213,609.84	206,000.93	34,764.55	91,217.55	73,475.23	12,430.16	115,371.00	747,549.44
Chicago, Rock Island & Pacific.....	381,000.03				104,145.28		354,798.16	739,948.57
Chicago & North-Western.....	149,908.12		89,229.21	7,637.45	161,714.05	11,808.56	8,976.82	729,943.08
Chicago, St. Paul, Minneapolis & Omaha.....	69,888.79	65,039.51	10,801.01	12,822.78	15,300.48		6,409.95	20,432.56
St. Louis & Pacific.....	4,046.51	7,037.30	2,420.84	10.49	1,917.21		394.82	15,872.67
Crooked Creek.....	2,738.00							2,738.00
Des Moines, Northern & Western.....	16,500.00	3,354.96	1,412.98	9.00	89.70	1,619.15	28.61	23,012.40
Dubuque & Sioux City.....	13,182.21	23,156.09	6,262.88	12,023.94	10,541.41	3,638.56	6,202.92	75,198.01
Des Moines Union.....	2,800.00	1,140.00	596.71	513.20	610.70		729.50	6,390.11
Iowa Central.....	22,166.00	21,290.60	5,058.85	2,447.05	1,379.70	3,845.80	3,209.31	58,968.00
Iowa Northern.....	600.00		180.00					780.00
Keokuk & Western.....	11,869.62	5,009.96	5,119.12	1,027.70	174.25	1,903.02	4,329.72	29,881.25
Des Moines & Kansas City.....		3,237.54	726.73	1,114.13	303.87	568.24	2,400.18	8,450.70
Mason City & Ft. Dodge.....	6,043.30	2,257.21	7,280.71	876.79	335.65		238.19	17,980.92
Minneapolis & St. Louis.....	47,791.63	25,015.41	7,515.40	5,622.13	12,713.45	4,354.63	16,288.97	118,668.02
Omaha & St. Louis.....	11,726.96	6,477.30	156.20	6,321.75	707.65	313.20	8,660.75	34,347.41
Sioux City & Northern.....	6,798.82	7,518.55	541.37	2,765.84	1,254.50	2,942.70	528.46	25,348.54
Tabor & Northern.....				40.00	25.00			65.00
Union Pacific.....								
Wabash.....	44,318.99	38,766.74	1,876.18	25,052.48	49,361.86	13,506.07	41,090.54	212,972.90
Winona & Western.....	1,800.00	1,380.00	895.56	755.50	10.30	308.62	204.26	5,374.24
NARROW GAUGE ROADS.								
Burlington & Northwestern.....	1,479.50	2,544.50	1,711.84	395.26	10.00	38.14		6,179.30
Burlington & Western.....	2,070.50	4,563.59	1,438.10	848.74	167.15	44.53		8,132.47
Total.....	\$ 2,292,709.85	\$ 1,074,351.59	\$ 358,774.95	\$ 960,705.42	\$ 821,327.40	\$ 86,789.21	\$ 584,066.17	\$ 5,685,774.59

OPERATING EXPENSES—ENTIRE LINE—CONTINUED—31.

RAILROADS.	RECAPITULATION OF EXPENSES.					Grand total.	Percentage of expenses earnings.
	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.	General expenses.			
Ames & College.....	\$ 139.28	\$ 253.10	\$ 2,108.24	\$ 823.05	\$ 3,323.67	...	
Albia & Centerville.....	13,456.17	3,336.23	15,438.49	1,203.72	33,667.63	73.20	
Atchison, Topeka & Santa Fe.....	4,529,946.71	2,783,103.99	8,211,388.80	731,115.55	16,255,655.05	72.77	
Boone Valley.....					4,200.00		
Burlington, Cedar Rapids & Northern.....	1,140,062.59	476,654.37	1,202,718.27	157,563.82	3,036,999.05	72.08	
Chicago, Burlington & Quincy.....	3,267,067.22	2,471,003.27	8,591,542.79	1,236,082.93	15,576,246.21	58.48	
Chicago, Burlington & Kansas City.....	103,148.46	25,798.27	122,059.83	15,847.31	207,791.50	71.5	
Kansas City, St. Joseph & Council Bluffs.....	222,737.20	144,543.84	794,758.88	88,842.31	1,190,882.32	57.2	
St. Louis, Keokuk & Northwestern.....	282,304.85	123,215.51	717,190.50	78,698.68	1,191,419.54	57.7	
Humeston & Shenandoah.....							
Chicago, Ft. Madison & Des Moines.....	39,862.20	2,797.90	33,415.88	7,196.22	65,272.20	88.42	
Chicago, Iowa & Dakota.....	4,867.63	2,628.41	31,323.10	3,096.04	31,945.18		
Chicago Great Western.....	681,269.63	475,729.14	3,223,446.77	289,034.84	4,770,571.38	89.63	
Chicago, Milwaukee & St. Paul.....	4,341,833.59	2,263,650.35	9,838,474.44	* 947,549.44	17,391,308.82	57.05	
Chicago, Rock Island & Pacific.....	2,710,295.00	1,401,259.94	6,147,945.77	739,949.57	10,999,360.28	66.40	
Chicago & North-Western.....	4,089,202.14	2,891,396.45	11,049,519.83	729,495.06	18,759,073.48	70.75	
Chicago, St. Paul, Minneapolis & Omaha.....	1,123,227.53	678,695.98	3,840,086.74	307,845.28	4,847,855.53	59.85	
St. Louis & Pacific.....	63,559.11	31,213.84	192,490.52	15,672.67	302,936.14	73.12	
Crooked Creek.....	4,397.38	772.83	3,323.37	3,057.47	11,791.25	135.18	
Des Moines, Northern & Western.....	453,599.17	59,815.79	143,187.59	25,012.40	692,627.88	78.37	
Dubuque & Sioux City.....	15,850.56	12,079.33	66,174.27	6,390.11	102,174.26	100	
Des Moines Union.....	318,377.90	139,707.92	611,533.48	88,998.90	1,122,678.20	71.77	
Iowa Central.....	5,809.12	1,322.47	3,262.42	1,110.27	11,514.28	100	
Iowa Northern.....	72,951.85	50,585.32	110,226.78	24,861.39	278,625.34	71.94	
Keokuk & Western.....	49,428.58	8,359.36	35,453.07	8,459.79	112,691.80	81.98	
Des Moines & Kansas City.....	28,863.52	11,216.10	17,980.92	17,980.92	68,969.50	57.25	
Mason City & Ft. Dodge.....	271,968.37	170,361.87	615,555.71	118,668.02	1,176,463.97	36.10	
Minneapolis & St. Louis.....	78,634.90	35,491.49	138,835.04	34,347.41	287,327.89	88	
Omaha & St. Louis.....	60,280.44	24,556.29	77,098.40	35,348.54	196,673.77	80.00	
Sioux City & Northern.....	3,202.96	1,783.01	3,846.84	65.00	9,007.81	86.3	
Tabor & Northern.....					292,044.63	70.52	
Union Pacific.....					8,129,152.04	80.52	
Wabash.....	1,692,833.83	1,698,225	6,742,126.76	212,972.96	129,332.41	90.90	
Winona & Western.....	46,848.08		60,441.84	5,374.24			
NARROW GAUGE ROADS.							
Burlington & Northwestern.....	17,431.50	4,508.73	14,118.01	6,179.30	43,267.54	59	
Burlington & Western.....	30,543.42	8,965.15	30,543.96	8,132.47	80,885.03	57	
Total.....	\$25,960,390.83	\$16,086,095.97	\$59,534,502.05	\$5,885,774.59	\$107,645,979.07	63.55	

* Renewal account, \$300,000. † Missouri river bridge.

TAXES—

CONTINUED—33.

RAILROADS.	SOUTH DAKOTA.			MICHIGAN.		
	Amount.	Miles.	Per mile.	Amount.	Miles.	Per mile.
Ames & College						
Albia & Centerville						
Achison, Topeka & Santa Fe						
Boone Valley						
Burlington, Cedar Rapids & Northern	\$ 6,409.81	82.76	\$ 78.17			
Chicago, Burlington & Quincy	17,805.25	101.74	175.01	\$ 639,149.35	390.53	\$ 195.23
Chicago, Burlington & Kansas City						
Kansas City, St. Jo & Council Bluffs						
St. Louis, Keokuk & Northwestern						
Hameston & Shenandoah						
Chicago, Ft. Madison & Des Moines						
Chicago, Iowa & Dakota						
Chicago Great Western						
Chicago, Milwaukee & St. Paul	101,950.69	1,101.06	92.59	8,481.80	152.08	55.78
Chicago, Rock Island & Pacific	4,156.09	106.19	39.10	40,258.53	576.94	69.80
Chicago & North-Western	66,376.63	744.13	89.20	47,574.41	521.19	91.28
Chicago, St. Paul, M. & O.	9,063.41	88.20	102.76			
Sioux City & Pacific						
Crooked Creek						
Des Moines, Northern & Western						
Dubuque & Sioux City						
Des Moines Union						
Iowa Central						
Iowa Northern						
Keokuk & Western						
Des Moines & Kansas City						
Mason City & Ft. Dodge						
Minneapolis & St. Louis						
Omaha & St. Louis						
Sioux City & Northern	602.21	7.99	75.37			
Tabor & Northern						
St. Union Pacific						
Wabash	\$ 139,975.00	430.80	\$24.93	14,600.00	75.90	193.66
Winona & Western						
NARROW GUAGE ROADS.						
Burlington & Northwestern						
Burlington & Western						
Total.	\$343,835.92	2,662.87		\$145,364.09	1,326.64	

* New York. ** Illinois. † South Dakota. ‡ Indiana. § Ohio. ¶ Colorado. †† Oklahoma.

OTHER STATES.			IOWA.			TOTAL TAXES.		
Amount.	Miles.	Per mile.	Amount.	Miles.	Per mile.	Amount.	Miles.	Per mile.
						\$ 71.72	1.98	\$ 36.66
						1,269.32	24.44	51.96
\$1,163,872.71	4,522.90	\$ 257.33	3,532.93	19.86	481.00	1,173,435.64	4,542.76	258.31
						117,730.48	980.73	122.54
						38,874.88	620.74	62.65
						182,483.67	839.08	217.48
						6,873.13	17.74	88.41
						6,730.53	57.38	117.12
						3,542.33	51.00	69.46
						3,323.05	71.00	49.62
						1,346.55	26.40	51.00
						84,343.45	462.29	139.20
						** 11.52		
						7,390.53	118.21	62.27
						33,54,874.04	118.10	325.29
						1,003.59	14.28	217.983.70
						21,873.34	402.05	214.94
						13,513.12	80.47	167.92
						1,338.47	22.41	59.72
						13,530.00	146.64	92.40
						** 3,990.33	26.35	151.44
						36,289.47	573.24	167.97
						6,290.35	3.70	1,691.96
						47,395.94	413.72	114.01
						735.01	9.93	104.62
						7,089.07	73.08	96.90
						2,519.53	100.17	25.15
						7,466.14	92.00	81.15
						17,400.00	137.89	126.20
						9,454.31	67.00	141.11
						9,772.29	77.98	123.32
						137.29	8.79	137.39
						27,629.90	4.18	6,805.24
						\$ 45,329.60	114.90	395.12
						10,800.00	80.70	124.56
						2,336.15	23.50	99.40
						1,563.26	38.73	41.14
						2,266.19	70.70	32.65
						\$1,195,987.22	5,535.48	\$1,367,144.13
								8,508.98
								\$7,104,882.30
								33,778.27

† Indian Territory. †† Missouri river bridge—mileage basis.

CURRENT ASSETS AND LIABILITIES—34.

RAILROADS.	CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF CURRENT LIABILITIES.							
	Cash.	Bills receivable.	Due from agents.	New traffic balances due from other companies.	Due from solvent companies and from individuals.	Other cash assets, excluding material and supplies.	Balance, current liabilities.	Total.
Ames & Colago			107.68		479.99			30,190.23
Albia & Centerville	35,228.74		119,157.10		2,057,485.57			4,792,200.93
Atchison, Topeka & Santa Fe	2,498,282.30	147,276.06						
Boone Valley								600,155.88
Burlington, Cedar Rapids & Northern	202,501.05	119,237.54	83,196.12	40,286.79	155,234.38			5,935,358.01
Chicago, Burlington & Quincy	2,792,796.96	1,503,615.65	2,666.66		1,618,949.15	17,379.59		160,201.47
Chicago, Burlington & Kansas City	11,120.28	789.92	2,003.02	13,604.00			122,684.25	283,405.86
Kansas City, St. Jo. & Council Bluffs	196,894.05		10,356.85	104,412.11		38,820.85		413,179.78
St. Louis, Keokuk & Northwestern	75,719.89	148,795.28	43,840.94			1,000.18		
Humeston & Shenandoah								17,374.30
Chicago, Ft. Madison & Des Moines	5,710.58		3,675.94			1,590.08		
Chicago, Iowa & Dakota								2,783,114.59
Chicago Great Western	509,812.74	54,890.69	88,010.12		294,318.55	61,090.10	1,808,485.99	5,619,677.18
Chicago, Milwaukee & St. Paul	4,974,408.48		274,922.96		65,490.01	305,794.83		2,456,819.09
Chicago, Rock Island & Pacific	1,257,513.33	229,548.37	87,193.32	32,683.79	173,910.88			4,738,693.63
Chicago & North-Western	2,588,940.04	140,375.28	1,634,159.17		89,580.71			1,813,731.19
Chicago, St. Paul, Minneapolis & O.	1,037,632.13	129.16	185,409.84	61,623.31		388,996.83		183,900.16
St. Louis & Pacific	121,500.43		62,308.73			820,555.75		9,372.95
Crooked Creek			186.12		4,263.77			138,733.55
Des Moines, Northern & Western	908.85	325.21	9,131.06		39,774.48			502,571.17
Dubuque & Sioux City		4,410.00			42,700.90			60,233.11
Des Moines Union	16.81	29,590.50			587,917.35	243.82		154,977.32
Iowa Central	43,313.42		39,185.81					325.04
Iowa Northern								787,342.55
Keokuk & Western	9,553.69		3,476.59	68,539.90	95,000.00			357,878.97
Des Moines & Kansas City	15,225.93		451.66	29,610.45				303,167.01
Mason City & Ft. Dodge	6,198.84	567.46	2,531.83		78,523.48	74.10		929,735.43
Minneapolis & St. Louis	99,548.13		51,549.72	28,709.15		1,887.34		45,900.66
Omaha & St. Louis	51,534.66		2,910.36	14,615.74	6,263.79			198,674.09
Sioux City & Northern	21,184.73		9,192.11		938.45	144,621.29		167,608.54
Tabor & Northern	831.54	100.00		198.03				369,777.71
Union Pacific								31,009.72
Wabash	474,574.91	18,992.94	77,664.53		598,613.82	78,559.16	1,777,205.76	2,965,811.12
Winona & Western			4,714.07		3,740.04			18,463.80
NARROW GAUGE ROADS								20,926.91
Burlington & Northwestern	5,329.68	1,072.16	611.14	2,001.46	167,062.34	5,971.82	134,918.13	246,296.67
Burlington & Western	17,845.47	50.00	5,717.79		7,672.39		582,484.34	613,769.89
Total	\$17,469,396.36	\$2,405,829.92	\$3,082,513.34	\$427,683.65	\$6,087,030.79	\$1,474,365.87	\$6,990,113.55	\$37,817,624.48

CURRENT ASSETS AND LIABILITIES—CONTINUED—35.

RAILROADS.	CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, 1917.										
	Loans and bills payable.	Audited vouchers and accounts.	Wages and salaries.	Net traffic bal. due other companies.	Divid'nda not called for.	Matured interest coupons unpaid.	Rents due July 1st.	Miscellaneous.	Balance, cash assets.	Total.	Materials supplies on hand.
Ames & Colago			965.33						30,220.23		
Albia & Centerville			965.33						4,792,200.93		675,990.79
Atchison, Top. & S. Fe.	1,102,629.26	1,007,771.41	144,244.68			139,499.09					
Boone Valley											896,704.41
Burlington, C. Rap. & N.	139,667.19	131,595.58			947.50	1,736,394.50		65,093.31	2,394,784.11	5,935,358.01	1,663,280.90
Chicago, Burl. & Quincy	1,089,977.40	456,144.89	389,370.30			135,300.00		504.60	239.89	160,391.47	
Chicago, Burl. & K. C.	14,110.76	9,985.05	1.37			176,235.00		1,273.29	35,102.96	383,402.80	155,947.21
Kan. City, St. J. & C. B.	1,190.80	106,223.27	62,404.04	853.49				2,949.88	6,600.80	413,179.78	30,518.73
St. Louis, K. J. & N. W.	161,980.28	173,485.33	52,480.55	15,729.64							
Humeston & Shen'doah											2,901.97
Chicago, Ft. M. & D. M.		4,104.36	3,733.37	2,457.11		5,596.25			1,672.21		
Chicago, Iowa & Dak.											
Chicago Great Western	1,766,011.51	576,277.81	339,239.09		32,310.00	79,578.75		98,700.43		2,783,114.59	210,771.91
Chicago, Mil. & St. Paul		378,796.22	1,146,054.39	31,051.25	42,228.50	3,334,271.34			687,305.40	5,619,677.18	1,911,287.78
Chicago, R. I. & Pacific	178,931.98	321,460.07	38,492.18						1,918,035.42	2,456,819.09	898,919.58
Chicago & North-Western		718,945.37	1,224,609.51	238,196.71	8,428.25	129,437.05	1,074,383.75	31,700.00	814,430.42	4,738,693.63	1,330,735.75
Chicago, St. P. M. & O.		385,921.86	263,281.00	199,282.99	378,143.88	78,696.50	9,532.62		773,826.65	1,813,731.19	902,063.20
St. Louis & Pacific		27,553.31	38,345.30	19,719.46		60,565.00			47,893.09	183,989.16	36,697.99
Crooked Creek			9,372.95								
Des Moines, N. & W.	18,000.00	36,700.15		6,884.40		77,140.00				138,733.55	34,825.30
Dubuque & Sioux City		91,130.16			1,841.05	2,572.50				502,571.17	
Des Moines Union	31,000.00	8,098.26	7,739.17						12,797.68		5,279.24
Iowa Central		74,428.19	46,105.23	18,490.11		14,175.00		870.00		154,677.55	134,459.80
Iowa Northern										325.04	150.00
Keokuk & Western	880,000.00	45,554.54	18,358.19							943,912.75	33,539.14
Des Moines & Kansas City	215,000.00	62,571.46	11,944.66							303,167.01	40,000.30
Mason City & Ft. Dodge	7,128.67	7,109.19	799.03			910,800.00				929,735.43	19,022.00
Minneapolis & St. Louis		56,394.54	71,735.28						13,650.89		
Omaha & St. Louis	* 240,000.00	18,131.69	14,998.35			3,480.00			98,379.19		
Sioux City & Northern		11,693.16	343.25			326,000.00			21,801.30		10,638.91
Tabor & Northern	15,942.03		210.23	299.55		18,071.34	5.00		481.50		31,591.67
Union Pacific											33,009.72
Wabash	977,820.02	797,440.12	301,908.82	195,294.94		154,686.00			448,669.62	3,965,811.12	482,156.86
Winona & Western		10,792.31	7,738.65	3,930.11		4,555.84				25,929.91	6,548.11
NARROW GAUGE ROADS											
Burlington & Northern		13,729.46	181.15			232,394.00			81.06	246,296.67	5,482.25
Burlington & Western	103,701.21	3,777.70	1,098.05			492,786.00			4,818.57	613,769.89	
Total	\$4,569,707.08	\$4,096,150.02	\$5,251,488.06	\$1,076,808.17	\$480,097.88	\$8,292,418.20	\$1,285,365.77	\$10,902.11	\$9,530,507.19	\$27,817,624.48	\$9,329,819.16

* Receiver's certificates.

MILEAGE—

RAILROADS.	Total mileage operated in cluding yard tracks and sidings	New line constructed during year.	MILEAGE OPERATED—			
			LINE REPRESENT'D BY CAPITAL ST'CK.		Line of pro-prietary com-panies	Line oper-ated dur- ing lease.
			Main line.	Bra-ches and spurs.		
Ames & College.....	1.98		1.98			
Albia & Centerville.....	24.44		24.44			
Aitchison, Topeka & Sante Fe.....	5,483.02		1,595.10	2,789.16	120.56	14.60
Boone Valley.....	3.00		3.00			
Burlington, Cedar Rapids & Northern.....	1,234.45		241.82	204.34	673.24	
Chicago, Burlington & Quincy.....	7,360.89		830.81	4,823.52		46.26
Chicago, Burlington & Kansas City.....	226.13		181.56			
Kansas City, St. Joseph & Council Bluffs.....	382.22		159.51	113.60		
St. Louis, Keokuk & Northwestern.....	357.52	77	156.78	59.02		
Hameston & Shenandoah.....						
Chicago, Ft. Madison & Des Moines.....	78.60		71.00			
Chicago, Iowa & Dakota.....	29.57		29.57			
Chicago Great Western.....	1,116.05		712.84	132.01		
Chicago, Milwaukee & St. Paul.....	7,806.88	31.90	6,148.23			
Chicago, Rock Island & Pacific.....	4,497.46	11.56	490.62	2,281.08		352.66
Chicago & North-Western.....	7,142.57	92.42	1,927.39	1,854.90	1,188.47	60.02
Chicago, St. Paul, Minneapolis & Omaha.....	1,934.24	6.13	1,422.64			
St. Louis City & Pacific.....	138.28	.09	107.42			
Cronked Creek.....	22.41		22.41	3.28		
Des Moines, Northern & Western.....	159.76		146.64			
Dubuque & Sioux City.....	709.56		326.58	273.01		
Des Moines Union.....	14.70		3.70			
Iowa Central.....	600.26		373.27	129.64		2.75
Iowa Northern.....	7.93		7.93			
Keokuk & Western.....	142.22		142.80			
Des Moines & Kansas City.....	134.35		112.00			
Mason City & Ft. Dodge.....	99.99		94.77	5.22		
Minneapolis & St. Louis.....	465.60	96	361.64	97.13		
Omaha & St. Louis.....	167.70		145.00			
Sioux City & Northern.....	121.34		86.00			1.28
Tabor & Northern.....	9.79		8.79			
Union Pacific.....	5,474.10		4.74			
Wabash.....	2,510.10		1,570.00	24.00		211.00
Winona & Western.....	136.26		113.20			
NARROW GAUGE ROADS.						
Burlington & Northwestern.....	55.98		38.73			
Burlington & Western.....	107.20		70.70			
Total	43,415.98	144.45	17,692.01	12,889.90	1,982.27	688.49

§Missouri river bridge.

ENTIRE LINE—36.

SINGLE TRACK.	Line oper-ated under lease	New line constructed during year.	Total mile-age includ- ing lease rights	Line oper-ated under trackage rights.	MILEAGE OWNED BY COMPANY MAKING RE-PORT (SINGLE TRACK).				RAILS.		
					LINE REPRESENT'D BY CAPITAL ST'CK.		Line of prop-rietary com-panies.	New line constructed during year.	Total mileage.	Miles of iron.	Miles of steel.
					Main line.	Bra-ches and spurs.					
	1.98		1.98		1.98			1.88		1.08	
	24.44		24.44		24.44			24.44		24.44	
	4,519.42		1,595.10	2,834	1,595.10	2,810.25		4,405.35	272.82	4,132.53	
	3.00		3.00		3.00			3.00			
	5.66		1,125.08	11.29	241.82	204.34		446.16		446.16	
			5,700.69	159.01	830.81	4,823.52		5,654.33	488.19	5,166.20	
			181.56	39.39	181.56			181.56	27.22	153.74	
			363.41	6.69	189.81	121.64		313.85	31.60	279.25	
			225.80	11.77	166.78	59.02		225.80	31.82	193.98	
			71.00		71.00			71.00		71.00	
			29.57		29.57			29.57			
			844.85	87.12	712.84	132.01		844.85		844.85	
	42.77		6,191.00	5.93	6,148.23		3.05	6,148.23	632.84	5,515.39	
			3,223.30	328.05	499.02	2,281.08		2,880.70	88.56	2,792.14	
			5,030.78		1,927.29	1,854.90		3,782.29	144.70	3,637.53	
			1,422.64	66.59	1,422.64			1,422.64	115.73	1,306.91	
			107.42		107.42			107.42	4.87	102.55	
			22.41		22.41	3.28		25.69		17.61	
			146.64	2.12	146.64			146.64		146.64	
			599.59		326.58	273.01		599.59		599.59	
			3.70		3.70			3.70		3.70	
			505.42	3.50	373.27	129.64		502.91	8.96	498.94	
			7.93		7.93			7.93			
			142.80	5.17	142.80			142.80		142.80	
			112.00		112.00			112.00	40.00	72.00	
			99.99		94.77	5.22		99.99	.97	99.02	
			358.76	11.15	274.73	97.13		371.85		371.85	
			145.00		145.00			145.00		145.00	
			97.25		96.00			96.00		96.00	
			8.79		8.79			8.79		8.79	
			4.74		4.74			4.74		4.00	
	60.90		1,874.90	104.70	1,570.00	24.00		1,594.00		1,594.00	
			113.20		113.20			113.20		113.20	
			38.73	13.76	38.73			38.73	15.95	22.78	
			70.70	23.50	70.70			70.70	62.70	8.00	
	75.58	42.77	33,371.92	922.77	17,706.00	12,918.43		30,624.43	1,975.40	28,653.78	

MILEAGE—IOWA—37.

RAILROADS.	MILEAGE OWNED IN IOWA.				RAILS.		MILEAGE OPERATED BY ROADS MAKING REPORT.							
	Single track.	Second track.	Third track.	Yard track and sidings.	Mileage owned (all tracks).	Miles of iron.	Miles of steel.	LINE REPRESENTED BY CAPITAL LETTERS.		Line operated under lease.	Line operated under contract, etc.	New line built during year.	Total mileage excluding track.	Line operated under track agreements.
								Main line.	Branch lines and spurs.					
Ames & College	1.96				1.96									
Albia & Centerville	24.44			20.11	24.44	24.44							24.44	
Acadiah, Topeka & Sacra Fe.	19.86			1.00	19.86	19.86							19.86	
Keokuk, Cedar Rapids & Northern	433.50			2.00	433.50	433.50							433.50	
Chicago, Burlington & Quincy	850.98	80.00		257.17	1,168.23	377.00	885.19	326.51	534.57		5.68		910.34	11.39
Chicago, Burlington & Kansas City	17.74			0.46	18.20	6.24	78.96	77.74					77.74	30.89
Kansas City, St. Joseph & Council Bluffs	27.38			9.72	37.10	0.44	61.67	61.67	2.17				61.67	1
St. Louis, Keokuk & Northwestern	51.96			5.26	57.22	35.38	78.00	78.00	65.01				78.00	71
Humston, M. Shennans & Dubuque	71.90			1.60	73.50								73.50	
Chicago, Iowa & Jackson	26.40			3.17	29.57								29.57	
Chicago Great Western	462.20			70.46	532.66	3.78	528.91	371.00	61.23				462.20	3.12
Chicago, Milwaukee & St. Paul	1,023.45	1.46	9.16	257.14	1,300.24	191.00	1,068.13	1,052.48	61.23		3.96		1,068.13	2.16
Chicago, Rock Island & Pacific	700.55	13.21		180.03	933.81	75.32	695.24	317.73	443.80				695.24	
Chicago & North-Western	1,101.52	92.79		131.69	1,326.00	128.50	1,197.50	531.15	810.00				1,197.50	
St. Louis, Keokuk, Minneapolis & Omaha	50.47			24.91	75.38	74.33	74.33	74.33					74.33	
St. Louis, Keokuk & Northwestern	50.47			24.91	75.38	74.33	74.33	74.33					74.33	
Crooked Creek	22.41			3.28	25.69				2.28				25.69	
Des Moines, Northern & Western	146.64			11.00	157.64	5.00	146.64	146.64	246.66				146.64	2.12
Dubuque & Sioux City	973.24	3.28		191.72	1,168.24	44.79	1,023.45	1,023.45	246.66				1,023.45	
Des Moines Union.	3.20	2.06		9.00	14.26								14.26	
Iowa Central	43.50			1.00	44.50								44.50	
Keokuk & Western	71.06			14.67	85.73	14.67	73.66	73.66	139.64				73.66	9.02
Des Moines & Kansas City	100.17			9.00	109.17	28.17	72.00	100.17	3.00				100.17	
Mason City & Ft. Dodge	92.00			7.30	99.30	16.60	82.70	82.70	2.80				82.70	
Minneapolis & St. Louis	137.80			16.60	154.40	16.60	137.80	137.80					137.80	
Omaha & St. Louis	57.50			13.70	71.20	5.70	65.50	65.50					65.50	
Tablet & Northern	8.75	1.00		2.25	11.00	5.70	5.30	5.30	1.25				5.30	
Union Pacific	4.15	2.40		21.25	30.83	4.00	26.83	26.83	1.73				26.83	
Wabash	43.30			3.61	46.91	7.0	44.60	43.30					43.30	
Winona & Western	38.70			3.46	42.16	10.16	32.00	32.00					32.00	
Burlington & Northwestern	70.10			6.46	76.56	22.78	53.78	53.78					53.78	
Burlington & Western	70.10			6.46	76.56	22.78	53.78	53.78					53.78	
Total	7,002,103.22	17	9,161,414,924.22	228,350,102,377,381,125,025,522,547,296,510,679,62,71	40,08	3,963,847,853,822,71	40,08	3,963,847,853,822,71	40,08				3,963,847,853,822,71	

EMPLOYES AND SALARIES—IOWA—38.

RAILROADS.	GEN'L OFFICERS.			OTHER OFFICERS GEN OFF. CLERKS.			STATION AGENTS.			OTHER STATION MEN.			ENGINE MEN.		
	Number	Tot. yearly compensation.	Av. daily compensation.	Number	Tot. yearly compensation.	Av. daily compensation.	Number	Tot. yearly compensation.	Av. daily compensation.	Number	Tot. yearly compensation.	Av. daily compensation.	Number	Tot. yearly compensation.	Av. daily compensation.
Ames & College															
Albia & Centerville															
Acadiah, Topeka & Sacra F.															
Keokuk, Cedar Rapids & Northern															
Chicago, Burlington & Quincy	15	\$2,490.84	6.11	12,300.00	\$15,790.84	1.29	1,290.00	\$12,300.00	9.58	12,300.00	\$12,300.00	1.29	1,290.00	\$12,300.00	9.58
Chicago, Burlington & Kansas City															
Kansas City, St. Joseph & Council Bluffs															
St. Louis, Keokuk & Northwestern															
Humston, M. Shennans & Dubuque															
Chicago, Iowa & Jackson															
Chicago Great Western															
Chicago, Milwaukee & St. Paul															
Chicago, Rock Island & Pacific															
Chicago & North-Western															
St. Louis, Keokuk, Minneapolis & Omaha															
St. Louis, Keokuk & Northwestern															
Crooked Creek															
Des Moines, Northern & Western															
Dubuque & Sioux City															
Des Moines Union.															
Iowa Central															
Keokuk & Western															
Des Moines & Kansas City															
Mason City & Ft. Dodge															
Minneapolis & St. Louis															
Omaha & St. Louis															
Tablet & Northern															
Union Pacific															
Wabash															
Winona & Western															
Burlington & Northwestern															
Burlington & Western															
Total	65,822,082.72	\$118,829,077.70	3.56	463,930,784.30	\$1,318,474,025.46	1.13	1,318,474,025.46	\$1,318,474,025.46	3.56	1,318,474,025.46	\$1,318,474,025.46	3.56	1,318,474,025.46	\$1,318,474,025.46	3.56

base.

EMPLOYES AND SALARIES—

IOWA—CONTINUED—41.

RAILROADS.	TOTAL, INCLUDING GENERAL OFFICERS—IOWA.			TOTAL, EXCLUDING GENERAL OFFICERS—IOWA.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College.....	4	1,889.70	1.29	4	1,889.70	1.29
Albia & Centerville.....	39	8,692.26	1.32	39	8,692.26	1.32
Atchison, Topeka & Santa Fe.....	773	445,903.76	1.13	773	445,903.76	1.13
Boone Valley.....	7	.....	.....	7	.....	.....
Burlington, Cedar Rapids & Northern.....	2,616	1,409,443.19	1.77	2,612	1,290,143.19	1.74
Chicago, Burlington & Quincy.....	3,300	1,837,318.59	1.58	3,485	1,903,718.75	1.56
Chicago, Burlington & Kansas City.....	117	67,506.60	1.73	117	67,506.60	1.73
Kansas City, St. Joseph & Council Bluffs.....	108	45,580.80	1.28	108	45,580.80	1.28
St. Louis, Keokuk & Northwestern.....	98	49,787.40	1.56	98	49,787.40	1.56
Humeston & Shenandoah.....	.....	.....	.....	.....	.....	.....
Chicago, Ft. Madison & Des Moines.....	88	39,079.93	1.66	88	38,088.30	1.56
Chicago, Iowa & Dakota.....	29	13,019.99	1.29	27	11,124.09	1.19
Chicago Great Western.....	1,582	974,056.85	1.79	1,581	971,356.85	1.79
Chicago, Milwaukee & St. Paul.....	4,869	2,960,760.31	1.96	4,861	2,935,198.35	1.92
Chicago, Rock Island & Pacific.....	2,573	1,558,962.24	1.94	2,573	1,558,962.24	1.94
Chicago & North-Western.....	4,183	2,570,774.89	1.96	4,181	2,564,174.89	1.96
Chicago, St. Paul, Minneapolis & Omaha.....	281	186,041.62	2.12	281	186,041.62	2.12
Sioux City & Pacific.....	539	309,696.27	1.84	539	309,696.27	1.84
Crooked Creek.....	14	8,139.47	2.05	11	4,501.47	1.47
Des Moines, Northern & Western.....	233	141,964.67	1.83	226	122,164.67	1.62
Dubuque & Sioux City.....	1,773	1,026,437.03	1.90	1,761	996,679.40	1.85
Des Moines Union.....	161	79,590.54	1.57	159	76,790.54	1.53
Iowa Central.....	1,041	595,330.38	1.91	1,025	461,893.88	1.78
Iowa Northern.....	12	6,547.50	1.69	11	5,947.59	.....
Keokuk & Western.....	300	123,841.66	1.75	293	111,941.74	1.64
Des Moines & Kansas City.....	499	100,126.65	1.34	489	100,126.65	1.34
Mason City & Ft. Dodge.....	213	59,880.32	1.67	209	53,837.02	1.56
Minneapolis & St. Louis.....	248	172,534.96	2.15	242	148,008.96	1.99
Omaha & St. Louis.....	139	72,816.35	1.65	134	65,318.25	1.79
Sioux City & Northern.....	225	116,557.75	1.99	220	106,907.75	1.69
Tabor & Northern.....	15	3,252.37	.....	9	3,252.37	.....
Union Pacific.....	.....	.....	.....	.....	.....	.....
Wabash.....	181	117,872.98	2.07	180	114,062.99	.....
Winona & Western.....	89	16,415.39	1.94	85	15,875.39	1.88
NARROW GAUGE ROADS.						
Burlington & Northwestern.....	83	41,553.23	1.72	81	40,073.73	1.68
Burlington & Western.....	88	46,043.93	1.80	86	43,973.43	1.74
Total.....	26,690	\$ 15,157,519.49	.....	26,571	\$ 14,865,721.79	.....

* Mileage basis. † Less one "other officer" at a salary of \$2,700

General administration.	DISTRIBUTION.				ENTIRE LINE.					
	Maintenance of way and structures.	Maintenance of equipment.	Conduct's transportation.	Number.	Tot. yearly compensation.	Av. daily compensation.	Number.	Tot. yearly compensation.	Av. daily compensation.	
.....	.....	.....	.....	.....	1,889.70	1.29	4	1,889.70	1.29
.....	6,648.93	.....	.....	30	8,692.26	1.32	39	8,692.26	1.32
.....	50,297.32	100,570.40	.....	18,459	10,120,833.00	2.01	18,407	9,803,663.64	1.95
\$ 10,508.28	.....	.....	.....	.....	.....	.....	.....	.....	.....
119,010.65	411,570.78	376,721.01	599,140.75	2,979	1,637,869.97	1.79	2,975	1,618,502.97	1.77	
63,895.84	421,947.73	450,672.01	897,703.01	16,944	10,454,113.68	1.85	16,709	9,905,055.46	1.77	
.....	15,288.00	.....	.....	243	128,568.43	1.28	244	124,816.68	1.54
.....	23,644.80	0.675.00	12,261.00	1,362	803,311.03	1.81	1,353	773,069.48	1.75	
.....	12,468.00	14,67.80	23,304.00	1,164	682,917.41	1.77	1,157	663,461.16	1.73	
.....	
.....	9,075.32	14,854.89	3,586.39	14,593.33	39,079.93	1.66	65	35,088.30	1.66	
.....	1,895.00	4,276.07	1,080.00	5,798.92	13,019.99	1.32	27	11,124.09	1.19	
.....	2,700.00	298,113.89	210,153.63	403,080.94	2,112,433.02	1.87	3,286	2,050,633.02	1.82	
.....	59,848.12	323,037.46	434,890.00	1,702,984.70	11,502,924.27	1.96	18,606	11,280,234.43	1.92	
.....	.....	.....	.....	.....	6,320,700.00	2.01	9,906	6,293,000.08	2.01
.....	16,133.32	607,408.20	323,006.11	1,715,200.17	12,377,979.82	1.98	22,747	12,218,397.84	1.96	
.....	.....	.....	.....	.....	3,823,655.19	1.81	4,226	3,710,653.05	2.04
.....	41,840.00	26,964.03	168,802.21	2,632.22	.....	.....	779	322,355.14	1.81
.....	3,628.00	1,609.15	.....	.....	8,139.47	2.05	11	4,501.47	1.47
.....	27,471.96	41,082.52	.....	53,497.19	141,964.67	1.83	226	122,164.67	1.62
.....	84,767.38	294,573.05	230,794.87	516,301.73	1,040,837.03	1.89	1,791	1,021,079.40	1.87	
.....	3,940.00	8,125.17	9,474.21	58,051.16	79,590.54	1.57	159	76,790.54	1.53	
.....	71,470.72	105,623.22	108,800.34	292,567.00	696,531.17	1.90	1,281	691,254.65	1.81	
.....	600.00	3,887.50	.....	3,060.00	6,547.50	1.69	11	5,947.50	.....
.....	16,968.88	29,642.81	27,712.70	46,619.27	180,983.47	1.69	452	169,083.55	1.61	
.....	3,257.94	61,698.88	5,094.90	28,125.23	106,174.11	1.33	531	106,174.11	1.33	
.....	8,360.51	21,980.09	10,626.84	18,942.88	50,880.32	1.67	299	50,880.32	1.66	
.....	37,761.11	50,232.15	10,845.70	73,761.90	1,109,744,768.56	2.14	1,662	1,079,354.56	1.98	
.....	11,195.02	22,802.40	3,290.00	36,558.84	175,038.22	1.92	269	130,638.32	1.84	
.....	22,587.75	27,140.65	30,023.50	46,808.83	153,085.60	1.93	254	115,435.60	1.84	
.....	.....	.....	.....	.....	3,252.37	.....	9	3,152.37	.....
.....	
.....	4,412.71	19,929.59	21,820.64	96,704.04	.....	.....	.....	.....	.....
.....	1,310.00	6,229.90	2,269.66	6,599.53	82,076.72	1.94	153	76,576.72	1.88	
.....	4,024.06	14,385.80	12,005.65	11,947.72	41,553.23	1.72	81	40,073.73	1.68	
.....	5,634.09	18,508.34	.....	21,935.50	46,043.93	1.80	86	43,973.43	1.74
.....	
.....	\$ 744,215.39	\$3,769,311.13	\$2,675,634.98	\$7,837,170.08	107,760.00	\$ 02 854,338.70	107,345	\$ 61,064,830.02

DESCRIPTION OF EQUIPMENT—44.

RAILROADS.	LOCOMOTIVES.				CARS IN PASSENGER SERVICE.										CARS IN FREIGHT SERVICE.												
	Passenger.	Freight.	Switching. Leased.	Total.	1st class passenger cars.	2d class passenger cars.	Combination. Emigrant.	Dining.	Parlor.	Sleeping.	Baggage, exp. and postal.	Other cars.	Total.	Equipped with train brake.	With 'tomatic coupler.	Box.	Flat.	Stock.	Coal.	Tank.	Refrigerator.	Other.	Total.	Equipped with train brake.	Equipped with automatic coupler.		
Ames & College	2			2	1																						
Albia & Centerville																											
Atch., Topeka & Santa Fe	300	414	83	827	262	43	56	13	5		182	516	516	516	10,974	1,209	3,004	7,430	550	790	40	23,097	22,275	8,065			
Boone Valley																											
Burl., Cedar Rapids & N.	41	81	10	132	25	12	12					29	78	78	78	3,510	869	365	205	44	4	4,495	1,507	3,708			
Chicago, Burlington & Q.	98	355	106	559	306	2	17	17				132	487	487	484	14,561	1,185	2,880	3,231	356		32,233	8,036	12,629			
Chicago, Burlington & K. O.	2	9		11	2	1						3	3	3	3												
K. O. St. Jo. & Council Bluffs	12	20	12	44	9	10	2	2				39	39	37	37			82	102	117			220	33	64		
St. Louis, Keokuk & N. W.	8	18	1	27	3	4	4					11	11	11				64	56	30			1,071	418	611		
Humeston & Shenandoah																											
Chi., Ft. Madison & D. M.	3	1		4	1																						
Chicago, Iowa & Dakota	1	1		2	1																						
Chicago Great Western	97	4		101	2	2	11	8	16			85	767	767	86	3,770	235	450	335	11	242		5,061	1,612	1,854		
Chicago, Milwaukee & St. P.	232	494	104	830	107	233	11	3	3			767	790	793	18,476	5,519	1,176	2,881	3,256	474	310	27,354	12,567	17,562			
Chicago, Rock Island & P.	136	312	116	564	160	62	47	9	9			845	848	848	19,824	3,645	1,000	3,456	474	176		15,093	6,008	10,560			
Chicago & North-Western	217	597	196	1,010	505	44	83	9	9			185	185	185	7,978	2,242	1,000	3,456	474	176		34,437	27,007	37,642			
Chi., St. P., Minn. & O.	58	122	38	218	79	21	23	2	2			261	261	261	6,154	1,134	953	953	85	77		8,773	6,294	6,394			
Iowa Northern	7	3		10	5	5						13	13	13	200	46	2							369	315	327	
Crooked Creek												1	1	1													
Des Moines, Northern & W.	17	30	8	55	26	3						16	16	16	100	50	53							203	100	41	
Dubuque & Sioux City	4	30	3	37	3							45	45	45	137	24	24							199		5	
Des Moines Union	13	42	5	60	16	9	1					31	31	31	1,182	28	610							1,826	424	1,600	
Iowa Central												1	1	1													
Iowa Northern	5	6	3	14	7	7						10	10	10	596	12	155	229						904	389	213	
Keokuk & Western	3	8		11	6	6						16	16	16	54	56								151			
Des Moines & Kansas City	1	4		5	3	3						7	7	7	1,000	345								2,229	200	935	
Mason City & Ft. Dodge	1	4		5	3	3						47	47	47	7	47								4	37	117	
Minneapolis & St. Louis	27	39	19	72	12	10						9	9	9	9	219	24	21						5,419	448	448	
Omaha & St. Louis	4	11	2	17	3	3						9	9	9	9	474	24	21						467			
Sioux City & Northern	7	2		9	4	4						9	9	9	9	219	24	21						50			
Tabor & Northern	2			2								3	3	3													
Union Pacific	107	219	75	401	69	51	36	4	50		107	317	317	317	5,921	84	1,013	4,063		100	12	11,640	2,115	4,515			
Wabash	2	4		6	3	3						6	6	6													
Winona & Western	1	1		2	1	1						3	3	3	97	5									1	4	111
NARROW GAUGE ROADS.																											
Burlington & North-western	1	1		2	1	1						5	5	5	97	5											
Burlington & Western	1	3		4	3	3						6	6	6	109	59											
Total	1,438	2,846	783	5,150	1,713	532	373	9	58	144	125	7,056	4,005	3,981	69,762	15,083	16,551	22,856	550	2,770	5,107	103,309	86,078	97,628			

* All classes of locomotives.

DESCRIPTION OF EQUIPMENT—CONTINUED—45.

RAILROADS.	CARS IN COMPANY'S SERVICE.					CARS CONTRIBUTED TO FAST FREIGHT SERVICE.			Tot. cars owned.	CARS LEASED.			Grand total cars and locomotives.		
	Gravel.	Derrick.	Chaboose.	Other road cars.	Total.	Equipped with train brake.	With auto-matic coupler.	Number.		Equipped with train brake.	With auto-matic coupler.	Number.		With train brake.	With auto-matic coupler.
Ames & College									2					2	4
Albia & Centerville															
Atchison, Topeka & Santa Fe	228	5	282	47	762	467	17		25,279					25,279	26,106
Boone Valley									4,717					4,717	4,840
Burlington, Cedar Rapids & Northern	27	5	72	43	146	17	100		15,013					23,913	23,672
Chicago, Burlington & Quincy									234					234	245
Chicago, Burlington & Kansas City									1,134					1,134	1,178
Kansas City, St. Jo. & Council Bluffs									640					640	667
St. Louis, Keokuk & North-western															
Humeston & Shenandoah									38					38	41
Chicago, Ft. Madison & Des Moines									19					19	21
Chicago, Iowa & Dakota									3,018	2,293	981	1,137		5,291	3,115
Chicago Great Western									28,507					28,507	28,427
Chicago, Milwaukee & St. Paul									16,848					16,848	17,499
Chicago, Rock Island & Pacific	319	4	403	73	899	15	64	253	35,911					35,911	36,921
Chicago & North-Western									1,167					1,167	9,432
Chicago, St. Paul, Minneapolis & O.	* 3	9	127	62	191	3	10		325					325	327
Sioux City & Pacific	* 1		12	3	16	3	3		23					23	25
Crooked Creek															
Des Moines, Northern & Western	27			4	1	32			251					251	262
Dubuque & Sioux City									251					251	266
Des Moines Union															
Iowa Central	22	2	26	27	87	8	7		1,944					1,944	2,004
Iowa Northern															
Keokuk & Western	30	2	7	2	41				945					945	959
Des Moines & Kansas City									173					173	184
Mason City & Ft. Dodge									206					206	212
Minneapolis & St. Louis									2,336					2,336	2,408
Omaha & St. Louis									383					383	690
Sioux City & Northern									483					483	494
Tabor & Northern									4					4	5
Union Pacific									12,770	5				12,775	13,166
Wabash	300	5	225	271	804	26	5	1,138	304					304	311
Winona & Western															
NARROW GAUGE ROADS.															
Burlington & North-western									118					118	121
Burlington & Western									258					258	262
Total	1,058	103	2,633	774	4,568	571	242	1,469	169,649	2,270	981	1,137		171,909	174,710

* Officers and pay cars. † Leased to other line.

MILEAGE TRAFFIC—ENTIRE LINE—50.

RAILROADS.	PASSENGER TRAFFIC								
	No. of passengers carried earning revenue.	No. of passengers carried one mile.	Average distance carried.	Total passenger revenue.	Average amt received from each passenger.	Average receipts per passenger per mile—cents.	Total passenger earnings.	Pass'ng'r earnings per mile of road.	Pass'ger earnings per train mile.
Ames & College	644		1.98		.05		3,223.85		
Albia & Centerville	13,881	242,050	18	7,201.23	.59	.02564	8,910.01	3,364.57	3183
Atchison, Topeka & Santa Fe	2,172,467	174,827,733	80.47	3,897,315.38	1.79	.02259	5,481,062.16	1,211.67	96783
Boone Valley									
Burlington, Cedar Rapids & Northern	824,153	33,716,434	39.67	832,648.07	1.03	.03906	1,034,385.60	927.77	85609
Chicago, Burlington & Quincy	7,492,161	234,761,151	26	5,286,497.83	.54	.02252	7,332,878.04	1,288.95	1,0356
Chicago, Burlington & Kansas City	191,586	2,637,234	19.31	77,178.21	.56	.02225	109,501.36	495.59	68633
Kansas City, St. Joseph & Council Bluffs	477,916	19,036,952	39.83	478,913.85	1.00	.02221	567,229.71	1,029.66	92116
St. Louis, Keokuk & Northwestern	510,733	20,297,103	39.74	418,139.49	.82	.0396	532,215.63	2,240.35	82953
Humeston & Shenandoah									
Chicago, Ft. Madison & Des Moines	27,320	514,172	18.85	14,877.97	.54	.02803	24,916.78	350.94	25181
Chicago, Iowa & Dakota	19,202	270,228	14	6,743.78	.34	.01223	8,440.40	319.71	65382
Chicago Great Western	969,663	40,885,158	42.29	826,835.54	.85	.0292	1,117,580.07	1,304.26	55
Chicago, Milwaukee & St. Paul	7,154,689	251,110,693	35.1	5,717,495.98	.79	.02277	5,139,058.51	1,314.66	1,0088
Chicago, Rock Island & Pacific	4,645,350	177,133,829	38.13	3,814,147.16	.82	.02153	4,308,264.10	1,374.22	8693
Chicago & North-Western	13,673,318	338,042,373	24.72	9,941,627.07	.70	.02653	8,549,819.63	1,369.50	85913
Chicago, St. Paul, Minneapolis & Omaha	1,460,200	68,045,172	46.6	1,626,967.94	1.11	.02391	2,044,576.82	1,070.41	1,06191
Sioux City & Pacific	173,713	6,702,338	38.58	172,156.87	.99	.02569	216,375.59	2,014.30	94352
Crooked Creek							1,428.20	63.73	
Des Moines, Northern & Western	154,824	3,880,442	25.06	92,779.76	.59	.02391	114,562.01	773.60	61796
Dubuque & Sioux City	599,626	22,694,399	37.7	571,510.07	.95	.02528	738,049.13	1,230.92	87164
Des Moines Union									
Iowa Central	505,282	12,571,764	25	390,014.70	.59	.02380	376,105.43	738.94	55429
Iowa Northern	17,590	58,633	3.5	1,757.90	.10	.03	1,757.00	253.53	156
Keokuk & Western	162,379	3,203,682	21.02	83,476.92	.54	.02906	111,977.88	736.76	33400
Des Moines & Kansas City	96,295	3,401,811	36.23	54,063.28	.81	.0225	66,636.37	594.10	52907
Mason City & Ft. Dodge	54,258	1,150,464	21	32,785.11	.60	.02540	39,494.70	429.59	72716
Minneapolis & St. Louis	571,453	20,234,397	36	412,084.86	.72	.02282	567,547.00	1,373.18	81636
Omaha & St. Louis	62,070	2,617,230	43.17	81,748.67	1.32	.03123	124,337.36	857.43	116639
Sioux City & Northern	23,627	970,863	41.47	25,508.84	1.08	.02812	34,548.73	355.14	446
Tabor & Northern	7,962	70,249	8.5	2,397.87	.30	.034	3,044.70	346.38	249
Union Pacific									
Wabash	3,149,170	135,963,860	43.2	2,837,973.54	.90	.02687	3,741,199.74	1,032.24	7757
Winona & Western	37,847	878,344	23.2	24,195.32	.63	.02755	38,303.28	838.37	53016
Burlington & North-western				13,774.73			18,593.63	254.16	1.35
Burlington & Western				15,888.90			22,185.34	212.91	31115
Total	45,151,667	1,573,943,692	34.85	334,689,474.43	.76	.02204	346,299,028.76	1,1331.26	64444

MILEAGE TRAFFIC—ENTIRE LINE—CONTINUED—51.

RAILROADS.	FREIGHT TRAFFIC.										
	No. of tons of freight carried earning revenue	No. of tons carried one mile.	Average weight of ton.	Total freight revenue.	Average amt. received for each ton of freight.	Total freight earnings.	Freight earnings per mile of road.	Freight earnings per train mile.	Average tons per mile to move freight—cars.	Average freight tonnage in each loaded car.	Average No. of tons of freight carried—L. C. L.
Ames & College	156,588	2,009,425	13.00	37,028.58	2.3047	01.8423	37,028.58	1,615.06	96	11	11
Albia & Centerville	5,166,452	1,639,291,563	274.71	16,525,636.08	2.77458	01.010	16,567,396.12	1,655.80	1,4110		
Atchison, Topeka & Santa Fe											
Boone Valley											
Burlington, Cedar Rapids & Northern	1,838,030	270,044,020	147.51	3,123,797.33	1.69903	01.119	3,123,797.33	2,748.68	1,54994	260	10
Chicago, Burlington & Quincy	11,254,968	1,972,549,990	184.00	18,224,487.07	1.62020	00.924	18,232,745.01	3,111.72	1,51454	193.84	10.79
Chicago, Burlington & Kansas City	213,180	22,175,849	94.29	249,509.53	1.06131	01.126	249,509.53	1,129.67	1,12335	99.23	13.56
Kansas City, St. Joseph & Council B.	1,487,051	182,001,833	88.77	1,350,068.62	84956	00.947	1,350,068.62	4,039.56	2,15161	227.26	14.94
St. Louis, Keokuk & Northwestern	1,441,957	167,855,337	116.41	1,277,498.87	88699	00.780	1,277,498.87	5,577.25	2,14901	292.37	13.56
Humeston & Shenandoah											
Chicago, Ft. Madison & Des Moines	28,702	1,417,000	47.81	48,896.91	1.64984	03.457	48,896.91	688.68	49318		
Chicago, Iowa & Dakota	24,975	288,900	32.00	23,624.82	96130	00.178	23,624.82	319.71	91783		
Chicago Great Western	1,469,215	3,540,010.62	2.42	3,540,010.62	2.42		3,540,010.62	3,824.28	1,09934		
Chicago, Milwaukee & St. Paul	11,354,103	2,130,241,080	180.82	22,104,802.96	1.91315	01.908	22,190,353.48	3,583.35	1,69347	167.11	16.74
Chicago, Rock Island & Pacific	5,631,724	1,188,336,259	211.09	11,386,829.10	2.02984	03.938	11,386,829.10	3,188.02	1,50407	157.24	10.28
Chicago & North-Western	15,135,378	2,280,640,908	151.00	22,310,697.38	1.47444	03.978	22,322,068.98	4,439.27	1,52031	153.98	10.48
Chicago, St. Paul, Minneapolis & Omaha	1,522,776	286,312,340	185.19	6,995,913.13	1.60723	01.023	6,910,279.98	4,027.72	1,80690	177.29	11.90
Sioux City & Pacific	356,290	14,880,848	41.78	280,543.92	76073	01.213	280,537.92	1,896.86	1,29396	* 830	99.16
Crooked Creek	34,610						8,925.10	340.20			
Des Moines, Northern & Western	285,199	12,584,465	41.77	280,529.60	10340	02.234	280,529.60	2,049.47	2,31510	2.44	103.6
Dubuque & Sioux City	943,697	162,696,253	172.37	1,686,079.68	1.78967	01.037	1,686,079.68	2,312.00	1,41979	136.98	9.90
Des Moines Union											
Iowa Central	1,123,147	134,710,738	120.00	1,186,592.78	1.05649	00.891	1,186,592.78	2,280.72	1,56647	250.178	14
Iowa Northern	133,557	894,328	4.00	10,265.75	.10	02.5	13,355.75	1,927.23	1,18602	574.180	18
Keokuk & Western	189,720	15,723,929	73.56	230,621.16	1.21900	01.670	230,621.16	1,254.51	2,14937	102.44	8.91
Des Moines & Kansas City	47,574	2,094,144	56.00	63,242.30	1.34481	02.183	63,512.39	567.07	1,48438	38.17	5.02
Mason City & Ft. Dodge	141,448	4,245,349	30.00	124,394.16	86117	02.930	124,394.16	1,974.41	1,97444	67.28	11.43
Minneapolis & St. Louis	1,508,909	114,523,012	95.00	1,469,969.99	1.21514	01.283	1,469,969.99	3,971.43	3,37313	194.10	12
Omaha & St. Louis	229,623	91,704,599	36.77	193,728.56	83439	03.802	193,728.56	1,350.10	1,31226		
Sioux City & Northern	197,491	11,859,908	60.00	201,574.29	1.02067	01.059	201,574.29	1,972.10	3,67224	508.196	48
Tabor & Northern				6,836.49			6,836.49	770.79			
Union Pacific											
Wabash	5,954,700	1,149,980,024	193.1	7,094,769.96	1.2771	00.961	7,785,587.62	4,021.67	1,4677	212.87	12.96
Winona & Western	118,791	6,308,602	53	701,433.62	.87691	01.594	1,013,433.62	896.37	1,4378		
Burlington & North-western	34,218			53,530.54	1.56439		53,530.54	1,619.63	4,42549		
Burlington & Western	58,933			77,564.00			77,564.00	74.43	3607		
Total	70,827,903	12,119,624,781	171.00	119,500,375.49	1.61.85	00.987	119,967,706.45	3,452.66	41.69.37		

* Estimated.

298 TWENTY-SEVENTH ANNUAL REPORT OF THE BOARD OF RAILROAD COMMISSIONERS. 299

TONNAGE—IOWA—54

RAILROADS.	PRODUCTS OF AGRICULTURE.										PRODUCTS OF ANIMALS.							
	Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Fruit and vegetables.	Grass seeds.	Broom corn.	Butter.	Eggs.	Cheese.	Live stock.	Dressed meats.	Other packing house products.	Poultry, game, fish.	Wools.	Hides and leather.	Milk.
Ames & College	321	720		70		134					86							
Albia & Centerville																		
Atchison, Topeka & Santa Fe																		
Boone Valley																		
Burlington, Cedar Rapids & Northern	336,117	156,240	13,914	45,229		33,831	40,021	17,371			156,416		18,500					
Chicago, Burlington & Quincy																		
Chicago, Burl. & Kansas City																		
Kansas City, St. Jo. & Council Bluffs																		
St. Louis, Keokuk & Northwest																		
Humeston & Shenandoah																		
Chicago, Ft. Madison & Des Moines	3,530	445		2,617	20	142	213	1,073			4,213	414	350	382	30	126		
Chicago, Iowa & Dakota																		
Chicago Great Western	197,199	82,028	19,223	5,530	44	24,806	1,262				72,026	6,308	6,908	1,404	150	3,226		
Chicago, Milwaukee & St. Paul	574,523	16,091	15,320	34,581	67	9,927	5,706				300,055	5,081	22,414	2,418	844	1,490		
Chicago, Rock Island & Pacific	716,017	23,428	23,858	36,563	67	37,000		8,309			302,340	63,337	80,171	3,853	3,365	2,870		
Chicago & North-Western	81,000	6,310	9,884	2,019		2,371					35,834	963	5,823	24	1	177		
Chicago, St. Paul, Minn. & Omaha	55,719	3,784	2,788	3,739	380	11,674		1,223			22,219	109	8,723	909	224	505		
St. Louis & Pacific	4,022	15	14					10			338			13				
Crooked Creek	83,141	5,141	7,041	5,939		1,300	972				18,897	1,576	144	437				
Des Moines, Northern & Western	311,300	13,471	6,894	9,000	364	16,734		7,783			96,308		11,201	1,113	55	1,774		
Dubuque & Sioux City	162,682	25,628		5,465		3,650					50,057		4,811		68	656		
Iowa Central	9,566	790	729	2,225	17	1,005		375			12,424	35	1	410	11	21		
Iowa Northern	6,587	2,410	126	1,005	10	518		1,141			6,752	888	636	89	11	73		
Keokuk & Western	33,915	1,480	82	1,181	14	108	1,458	154			5,746							
Des Moines & Kansas City	111,371	16,024	5,076	9,174		2,803					12,853			74				
Mason City & Ft. Dodge	84,779	445		773							13,371	10,239						
Minneapolis & St. Louis	100,153	3,623	4,795	151		829		198			17,316		1,922	85		126		
Omaha & St. Louis						2,997					3,172							
Sioux City & Northern																		
Tabor & Northern																		
Union Pacific	33,097	2,794	2,859	2,476	161	2,527	545				8,376	4,235	3,080		63	897		
Wabash	10,944	50	65	16		153							1,484	12	7	65		
Winona & Western																		
NARROW GAUGE ROADS.																		
Burlington & Northwestern																		
Burlington & Western																		
Total	3,197,002	359,523	112,068	165,377	1,144	138,311	50,266	50,090	7,010		1,008,232	95,654	105,149	10,490	4,812	12,132		

* Other farm products. * Cotton.

TONNAGE—IOWA—CONTINUED—55.

RAILROADS	PRODUCTS OF MINES.						PRODUCTS OF FOREST.				MANUFACTURES.					
	Anthracite coal.	Bituminous coal.	Coke.	Orss.	Stone, sand and like articles.	Salt.	Lumber.	Ties, logs and cord-wood.	Tele- phone and tele- graph wires.	Petroleum and other oils.	Sugar.	Iron-pig & bl. con.	Iron & steel rails.	Other cast- ings & ma- chinery.	Bar & sheet metal.	Cement and lime.
Ames & College		151,900	18		380		511						17	10		
Albia & Centerville																
Atchison, Topeka & Santa Fe		122,838														
Boone Valley	21,800	368,361			36,140		160,985		3,328					17,117		30,600
Burlington, Cedar Rapids & Northern																
Chicago, Burlington & Quincy																
Chicago, Burlington & Kansas City																
Kansas City, St. Joseph & Council Bluffs																
St. Louis, Keokuk & Northwest																
Humeston & Shenandoah																
Chicago, Ft. Madison & Des Moines	62	1,565			1,384	1,129	2,840	481		281	91			2,261	355	1,140
Chicago, Iowa & Dakota																
Chicago Great Western		88,803			6,265		67,288	14,971		20,610	3,358	1,609	2,534	26,945	21,675	711,160
Chicago, Milwaukee & St. Paul	230	230,955	7	599	43,549	132	62,162	34,413		3,306	57	98	3,834	319	13,774	
Chicago, Rock Island & Pacific																
Chicago & North-Western	13,804	647,145	300		25,220	769	114,350	9,920		6,729	12,080	4,824	6,216	2,438	6,516	9,081
Chicago, St. Paul, Minneapolis & Omaha	2,295	11,222	14		1,111		24,440			725	2,624	159	31	552	2	4,609
St. Louis & Pacific	2,873	32,799	272	1,536	3,445		594	192		1,584	3,739	33	77	2,002	274	1,006
Sioux City & Northern	314	32,628								4				12		14
Crooked Creek	3,533	107,431			3,403	1,487	20,003			1,121	3,244	1,029	1,234	1,235		26,888
Des Moines, Northern & Western	25,420	129,353	1,036		42,904	9,470	98,551			8,978	9,444	70	11	5,509	1,120	29,201
Dubuque & Sioux City																
Des Moines Union	9,509	508,088	323		11,394	3,126	40,685			5,861	4,529	396	1,700	765		
Iowa Central	1,469	144,557			3,403	1,150	14,794	8,307		1,233				157		1,271
Iowa Northern	303	83,818	163		448		3,119	519		694				390		362
Keokuk & Western	2,509	69,894			2,912	626	6,779	814		427						
Des Moines & Kansas City	3,176	40,204			2,597		82,870			1,031				189	1,387	56
Mason City & Ft. Dodge	888	16,134	7,980		292	433	3,868			(1,956)	339			2,885		
Minneapolis & St. Louis	3,346	19,390	138	943	2,740	1,010	11,616			1,108	117	374	142	1,009		781
Omaha & St. Louis																
Sioux City & Northern																
Tabor & Northern																
Union Pacific	2,770	35,310	517	105	3,205		6,240	2,827		1,317	1,084	462	431	1,481		147
Wabash	720	2,056			2,066		3,639			200	10			265		
Winona & Western																
NARROW GAUGE ROADS.																
Burlington & Northwestern																
Burlington & Western																
Total	94,648	2,780,907	11,080	6,102	122,267	21,268	697,173	72,688	7,496	57,165	39,489	8,909	12,814	70,273	82,200	122,040

* Other forest products. + Includes brick and tile.

TONNAGE—IOWA—CONTINUED—56.

RAILROADS.	MANUFACTURES—Continued.							Grand total, Iowa.	Originating on this r'd	From other roads.
	Brick.	Tile.	Agri-cult'ri' imple-ments.	W'g'ns, C'r'r's, tools, etc.	Wines, liquors and beer.	House-hold goods and furni-ture.	Ice.			
Ames & College										
Albia & Centerville	141		31			64	1,201	1,061	156,588	65,998
Atchison, Topeka & Santa Fe									122,838	
Boone Valley										
Burlington, Cedar Rapids & Northern			22,891				1,902	98,257	113,645	1,706,830
Chicago, Burlington & Quincy										940,726
Chicago, Burlington & Kansas City										
Kansas City, St. Joseph & Council Bluffs										
St. Louis, Keokuk & Northwestern										
Humeston & Shenandoah										
Chicago, Ft. Madison & Des Moines			296	42	984	335		1,248	1,805	39,732
Chicago, Iowa & Dakota										23,547
Chicago Great Western			2,152	3,336	4,122	5,837	41,895	53,148	808,066	12,892
Chicago, Milwaukee & St. Paul	13,223		4,008	1,447	3,487	7,984	11,750	81,652	1,459,589	
Chicago, Rock Island & Pacific										
Chicago & North-Western	27,341		9,409	6,638	3,181	14,476		97,329	2,373,632	1,934,053
Chicago, St. Paul, Minneapolis & Omaha			1,040	187	938	3,226		22,286	208,911	150,857
Sioux City & Pacific	7,645		1,629	2,150	1,234	2,022		15,288	226,415	120,026
Crooked Creek	2,688		15			16		138	78	34,610
Des Moines, Northern & Western			1,409	313	2,794	1,813		23,840	467	325,199
Dubuque & Sioux City	5,600		2,901	1,202	3,719	3,231	1,809	27,062	90,810	922,272
Des Moines Union										591,751
Iowa Central	5,620	1,818	2,416	795	2,105	3,287	2,324	39,887	45,178	1,005,618
Iowa Northern										508,140
Keokuk & Western			565	182	79	742		11,608	6,552	132,557
Des Moines & Kansas City			194	102		328		3,738	13,008	144,127
Mason City & Ft. Dodge	3,443		959		614	486	583	4,815	1,398	144,786
Minneapolis & St. Louis	30,885		661	89	988	1,098	11,954	6,387	349,327	321,427
Omaha & St. Louis	504		318	321	1,132	508		6,194	10,884	166,115
Sioux City & Northern	1,229		1,002	395	957	165		7,844	5,430	188,204
Tabor & Northern									650	102,164
Union Pacific										4,840
Wabash	2,455		225	190	1,290	347		9,588	15,040	148,669
Winona & Western			122	72	109	49		742	685	23,156
NARROW GAUGE ROADS.										
Burlington & Northwestern										
Burlington & Western										
Total	100,683	1,818	51,314	17,201	27,153	57,922	18,368	517,339	447,921	10,867,061

TONNAGE—ENTIRE LINE—57.

RAILROADS.	PRODUCTS OF AGRICULTURE.										
	Grain.	Flour.	Other mill stuffs.	Hay.	To-bacco.	Fruit and vegeta-bles.	Grass Seed.	Broom corn.	Butter.	Eggs.	Cheese
Ames & College											
Albia & Centerville	351	729		70							
Atchison, Topeka & Santa Fe	985,335	133,498	40,218	95,561		175,733					\$14,687
Boone Valley	562,086	157,061	13,363	45,244		33,867		40,091		17,543	
Burlington, Cedar Rap. & Northern											
Chicago, Burlington & Quincy											
Chicago, Burlington & Kansas City											
Kansas City, St. Joseph & C. Bluffs											
St. Louis, Keokuk & Northwestern											
Humeston & Shenandoah											
Chicago, Ft. Madison & Des Moines	3,839	845		2,617		30		213		1,073	
Chicago, Iowa & Dakota											\$2,294
Chicago Great Western	358,545	149,143	34,951	10,054		79					\$45,498
Chicago, Milwaukee & St. Paul	2,763,082	435,366	139,895	151,453	25,000	147,054	\$182,280	2,074	654,022	20,160	\$5,316
Chicago, Rock Island & Pacific	1,950,413	154,832	47,437	93,149		120,356	38,708				\$1,094
Chicago & North-Western	1,922,743	225,709	121,273	144,982	9,497	283,785			63,500		\$125
Chicago, St. Paul, Minn. & Omaha	1,194,441	303,865	126,767	61,865	242	43,619				1,861	
Sioux City & Pacific	106,548	4,113	2,889	3,008	300	12,169				10	
Crooked Creek	4,092	15	14								
Des Moines, Northern & Western	83,141	5,141	7,941	5,529		1,290		3973			
Dubuque & Sioux City	311,300	13,475	6,894	9,000		10,730			7,789		
Des Moines Union											
Iowa Central	128,765	25,711		6,773		3,098					
Iowa Northern											
Keokuk & Western	17,767	1,338	783	3,155		142				1,027	
Des Moines & Kansas City	6,861	2,416	132	1,095		10				1,244	
Mason City & Ft. Dodge	36,915	1,489	82	1,181	††1	108		1,458		154	
Minneapolis & St. Louis	361,476	153,867	24,906	9,582		21,790					
Omaha & St. Louis	101,821	1,158	797	797		1,853					
Sioux City & Northern	167,460	3,623	4,795	151		2,997					
Tabor & Northern											
Union Pacific											
Wabash	1,322,678	111,743	114,351	99,057	6,446	101,036		21,801			
Winona & Western	54,736	332	236	81		770					
NARROW GAUGE ROADS.											
Burlington & Northwestern											
Burlington & Western											
Total	11,988,919	1,784,970	736,137	623,624	42,304	1,009,502	205,689	2,074	148,890	30,180	60,855

* Cotton. † Flaxseed. ‡ Other. § Dairy products.

TONNAGE—ENTIRE LINE—CONTINUED—58.

RAILROADS.	PRODUCTS OF ANIMALS.					PRODUCTS OF MINES.						
	Live stock.	Dressed meat.	Other packing house prod- ucts.	Poultry, game and fish.	Wool.	Hides and leather.	Anthra- cite coal.	Bitum- inous coal.	Coke.	Ores.	Stones, sand, etc.	Salt.
Ames & College	65										180	
Albia & Centerville	880,720										296,609	75,738
Archison, Topeka & S. Fe.											30,025	
Boone Valley		62,997	45,228	18,368	9,210	10,729	15,441					
Chambersburg, C. Rap. & N. W.	156,260	18,590				34,850						
Chicago, Burlington & Quincy												
Chicago, Rock I. & Pacific												
Chicago, St. P. M. & O.												
Creco, W. & P. Pacific												
Dubuque, N. & W.	1,808	1,570	144	12	35	314	22,938	42,916	599	11,020	2,457	2,428
Dubuque & Sioux City	18,897	11,292	1,413	35	174	35,420	107,451	1,000	1,000	43,729	1,487	1,487
Des Moines Union	61,243		5,447	63	68	10,767	611,796	1,704	1,704	12,483	3,665	3,665
Iowa Northern	5,259	52	7	849	120	1,486	123,557	200	200	3,832	1,205	1,205
Keokuk & Western	8,056	688	625	120	75	1,896	64,063	108	108	1,114	630	630
Mason City & Ft. Dodge	3,056	1,000	2,851	1,069	1,134	20,026	10,854	675	675	2,912	1,030	1,030
Minneapolis & St. Louis	37,637	10,259	1,252	38	128	3,566	22,492	750	750	14,896	1,245	1,245
Omaha & St. Louis	17,216		1,252	38	128	3,566	22,492	750	750	14,896	1,245	1,245
St. Paul & Northern	3,172									943	2,740	1,010
Union Pacific												
Wabash	331,053	169,268	125,428	247	35	6,880	110,783	1,532,369	20,687	4,214	128,250	10,331
WINONA & WESTERN	7,423											
KARROW GAUGE ROADS												
Burlington & Northwestern												
Burlington & Western												
Total	1,908,498	912,229	523,179	37,817	41,401	131,302	1,688,813	8,810,023	287,859	2,773,100	1,657,741	372,780

TONNAGE—ENTIRE LINE—CONTINUED—59.

RAILROADS.	PRODUCTS OF FOREST.					MANUFACTURES						
	Lumbr.	Trees, logs and cord w'd.	Telegr'ph, tele- phone and electric poles	Sugar.	Iron- pig and bloom.	Iron and steel rails.	Other castings and machinery.	Bar and sheet metal.	Brick.	Comment and lime.		
Ames & College	511					17	10			1 143		
Albia & Centerville	260,121					24,675	99,255	47,967		36,883		
Boone Valley												
Chicago, Burlington & Quincy	190,079		1,308					17,141				
Chicago, Rock I. & Pacific												
Chicago, St. P. M. & O.												
Creco, W. & P. Pacific												
Dubuque, N. & W.	2,850	483	91									
Dubuque & Sioux City												
Des Moines Union												
Iowa Northern												
Keokuk & Western	120,242	27,251	37,473	6,195	2,588	4,917	14,921	20,250		20,250		
Mason City & Ft. Dodge	383,442	24,053	60,398	67,651	28,357	34,414	20,473	20,473		20,473		
Minneapolis & St. Louis	315,059	21,890	120,054	120,054	21,286	27,446	25,142	25,142		25,142		
Omaha & St. Louis	1,069,499	* 639,617	175,996	40,865	175,978	31,269	119,333	196,251		133,256		221
St. Paul & Northern	494,065		79,352	9,420	10,359	10,129	10,129	10,129		10,129		
Union Pacific	28,211	* 4,192	1,758	3,238	108	77	4,012	621		1,317		
Wabash	30,093	152	1,223	5,244	1,028	1,028	1,028	1,028		28,468		
WINONA & WESTERN	68,565		6,975	9,444	79	11	5,311	9,129		30,243		
Dubuque & Sioux City												
Des Moines Union	42,285		6,433	4,229	256	1,814	621	621		4,749		
Iowa Northern	17,990	14,000	1,251									
Keokuk & Western	4,200	570	604									
Mason City & Ft. Dodge	4,776	814	427									
Minneapolis & St. Louis	267,814	8,264	8,264	229	274	274	10,484	3,188		3,443		
Omaha & St. Louis	19,201	3,008	2,584									
St. Paul & Northern	11,866		1,108									
Union Pacific												
Wabash	249,688	* 113,097	32,880	43,302	15,491	17,299	50,371	50,371		98,178		
WINONA & WESTERN	15,196		1,001	500						740		
KARROW GAUGE ROADS												
Burlington & Northwestern												
Burlington & Western												
Total	1,901,196	1,170,028	501,654	616,020	302,282	284,015	292,935	490,294	394,000	1,062,432	309,506	

* Other forest products. † Includes brick and tile. ‡ Fence wire. †† Naval stores. ‡‡ Paper. ††† Other items.

TONNAGE—ENTIRE LINE—CONTINUED—60.

RAILROADS.	MANUFACTURES—Continued.					Ice.	Merchandise.	Miscellaneous.	Total tonnage, entire line.	Originating on own road.	Received from other lines.
	Title.	Agricultural implements.	Wagons, carriages, tools, etc.	Wines, liquors and beer.	Household goods and furniture.						
Ames & College					64						
Albia & Centerville		31					1,291	1,061	156,588	95,426	60,632
Atchison, Topeka & Santa Fe	17,224	15,157	38,672	43,177		317,601	133,176	5,956,432	4,520,463	1,435,989	
Boone Valley								122,838			
Burlington, Cedar Rapids & N. Chicago, Burlington & Quincy	22,967				12,000	1,902	101,843	115,482	1,838,030	1,125,163	717,865
Chicago, Burlington & R. C.											
Kansas City, St. Jo. & O. B.											
St. Louis, Keokuk & N. W.											
Humeston & Shenandoah											
Chicago, Ft. Madison & D. M.	266	42	664	325			1,218	1,805	29,732	23,547	6,185
Chicago, Iowa & Dakota									24,675	12,862	11,183
Chicago Great Western	3,913	6,065	7,494	10,613			94,355	95,633	1,469,215		
Chicago, Milwaukee & St. P.	87,447	24,104	256,043	37,011	213,456	702,488	258,864	11,554,153	10,164,323	1,389,830	
Chicago, Rock Island & Pacific	21,265	33,010	16,223	34,575	17,114	546,151	18,877	5,631,734			
Chicago & North-Western	168,855	83,345	122,314	212,055	94,412	990,832	980,296	15,320,379	13,038,857	2,281,521	
Chicago, St. Paul, M. & O.		17,328	4,833	30,945	15,305	8,100	210,300	361,669	5,322,776	2,696,504	846,272
St. Louis City & Pacific	7,701	1,676	2,162	1,506	2,434		31,803	8,536	356,200	176,281	180,000
Crooked Creek	2,688				16		138	78	34,610	31,632	977
Des Moines, Northern & W.	1,499	313	2,794	1,813			23,840	467	325,199	265,317	59,882
Dubuque & St. Louis City	5,600	2,911	3,719	3,331		1,809	27,106	90,919	943,697	639,365	304,332
Des Moines Union											
Iowa Central	2,183	2,938	876	3,024	3,575	2,679	50,420	51,704	1,123,147	738,640	384,507
Iowa Northern									133,557	133,557	
Keokuk & Western	3,254	270	259	1,010			12,998	9,398	180,720	164,779	21,941
Des Moines & Kansas City	194	102		350			3,813	13,933	47,574	35,166	12,408
Mason City & Ft. Dodge	950		614	486		583	4,815	1,726	143,448	126,452	16,996
Minneapolis & St. Louis	8,583	1,944	6,581	3,106			67,557	43,350	1,238,000	883,573	354,426
Omaha & St. Louis	574	343	1,205	922			10,063	12,862	226,623	85,735	136,888
St. Louis City & Northern	1,002	265	957	105			7,754	5,535	107,491	110,251	87,240
Tabor & Northern									6,819	4,840	1,979
Union Pacific											
Wabash	9,060	7,596	51,603	13,887			383,533	601,582	5,564,760		
Winona & Western	666	382	545	250			3,712	3,423	115,791	91,010	24,781
Burlington & Northwestern											
Burlington & Western											
Total	333,599	304,777	304,222	643,555	276,683	237,653	578,682	2,805,115	56,445,756	34,935,716	8,301,403

* Includes brick. † Iron and steel. ‡ Naval stores.

CONSUMPTION OF FUEL BY LOCOMOTIVES—IOWA—61.

RAILROADS.	BITUMINOUS COAL.		WOOD.				TOTAL FUEL CONSUMED.		Miles run.	A. V. price at distributing point.	A. V. consumption per mile.
	Tons.	A. V. cost at distributing point.	HARD.		SOFT.		Tons.	A. V. price at distributing point.			
			Cords.	A. V. cost at distributing point.	Cords.	A. V. cost at distributing point.					
Ames & College											
Albia & Centerville											
Atchison, Topeka & Santa Fe											
Boone Valley											
Burlington, Cedar Rapids & Northern	142,370 00	\$1.50			604 00		142,672 00		3,456,238 00		24 56
Chicago, Burlington & Quincy	673,472 00	1.25			9,499 00	\$1.63	679,865 00		16,729,136 00		24 56
Chicago, Burlington & Kansas City	15,285 00	1.23			124 00	1.42	15,357 00		449,784 00		29 29
Kansas City, St. Joseph & Council Bluffs	59,445 00	1.74			845 40	2.54	59,897 70		1,615,587 00		27 11
St. Louis, Keokuk & Northwestern	54,282 00	1.31	51.00	\$1.80	167 00	1.80	54,259 50		1,650,040 00		30 74
Humeston & Shenandoah											
Chicago, Ft. Madison & Des Moines	2,971 00	1.31			41 00	3.20	3,043 00		194,304 00		63 35
Chicago, Iowa & Dakota	1,400 00								53,676 00		38 14
Chicago Great Western	272,856 00	1.73			2,881 00	2.35	274,296 00	1.75	7,108,975 00		25 71
Chicago, Milwaukee & St. Paul	181,990 00		1,014 00		182,536 00	1.55	182,536 00		5,227,141 00		28 98
Chicago, Rock Island & Pacific	15,662 00	2.57	1,010 00	2.24	2,008 00	2.24	381,779 00	2.96	9,131,970 00		58 61
Chicago & North-Western	16,892 86	3.35			372 00	.99	15,883 00		390,586 00		23 31
Chicago, St. Paul, Minneapolis & Omaha	921 65	1.59			451 51	2.83	16,918 61		435,941 00		49 80
Crooked Creek	16,892 86	3.35							17,800 00		108 43
Des Moines, Northern & Western	921 65	1.59					15,037 00		371,190 00		84 06
Dubuque & St. Louis City	16,892 86	3.35							2,398,195 00		141 63
Des Moines Union	3,420 00				27 41	1.70	3,450 00		111,969 00		32 09
Iowa Central	66,940 00	1.11	549 00	1.84			67,304 00	1.12	1,480,210 00		22 04
Iowa Northern	835 24	2.00	48 00	4.00			931 24		11,261 00		13 33
Keokuk & Western	15,768 00	1.08	382 00	1.50			16,021 00		404,111 00		25 29
Mason City & Ft. Dodge	7,984 00	1.22			94 59	1.50	8,047 30		394,199 00		48 81
Minneapolis & St. Louis	6,340 00	1.64			31 00	1.80	6,355 50		163,117 00		25 73
Omaha & St. Louis	17,545 00	1.90			15 00	2.00	17,552 50		529,400 00		30 08
St. Louis City & Northern	9,589 00	2.00					9,869 00		173,502 00		18 00
Tabor & Northern	4,367 00	4.06					4,367 00		149,695 00		34 32
Union Pacific	597 91	2.50					597 91		12,481 00		20 73
Wabash	592,333 00	.70	7,480 00	.80			597,222 00		12,772,562 00		21 33
Winona & Western	1,672 79	5.69			35 00	1.50	1,697 79		31,040 00		18 31
Burlington & Northwestern	1,207 10	1.25	18 00	1.50			1,219 10		34,586 00		28 40
Burlington & Western	5,969 25	1.25	111 00	1.50			6,043 25		173,040 00		28 54
Total	2,672,462 80		10,600 41		17,158 41		2,690,308 62		65,282,002 00		

STATE RAILROAD COMMISSIONERS

STATES.	COMMISSIONERS.		Salary of secretary.		INSPECTORS, EXPERTS, ETC.		ACCOUNTANTS, STATISTICIANS, ETC.		STENOGRAPHERS.		CLERKS.		OTHER EMPLOYEES.		Total salaries.
	Number.	Total yearly salaries.	Number.	Total yearly salaries.	Number.	Total yearly salaries.	Number.	Total yearly salaries.	Number.	Total yearly salaries.	Number.	Total yearly salaries.	Number.	Total yearly salaries.	
New York.....	3	24,000	2	6,000	1	1,800	2	3,100	3	4,500	3	3,500	48	48,900	
Massachusetts.....	3	11,000	2	5,000	1	2,500			1	1,200	1	3,288	22	22,488	
Illinois.....	3	10,500	1	2,500					1	1,500	1	720	16	16,720	
Iowa.....	3	6,800	1	1,500					1	1,000			9	9,100	
Minnesota.....	3	3,000	1	1,800					1	1,500			12	12,300	
Texas.....	3	12,000	1	1,800	4	8,712	1	2,700	1	1,500		600	33	33,512	
Wisconsin.....	1	3,000	1	1,750								1,104	5	5,854	
Missouri.....	3	9,000	1	1,500							1,200	1	1,700	11	11,700
Kansas.....	3	7,500	1	1,500					1	1,200	1	600	10	10,800	
Connecticut.....	3	9,000	1	1,800									10	10,800	
North Carolina.....	3	6,000	1	1,500					1	1,000	1	800	9	9,100	
South Carolina.....	2	5,700	1	1,200									6	6,900	
Georgia.....	3	7,500	1	1,200									7	8,700	
Mississippi.....	3	6,000	1	900									6	6,900	
Maine.....	3	6,500	1	1,500					1	1,500	1	900	10	10,400	
Nebraska.....	3	6,000						1	800				6	6,800	
New Hampshire.....	3	6,700											7	7,500	
Tennessee.....	3	6,000	1	1,500									3	3,600	
Ohio.....	1	3,000	2	3,000					3	3,600			1	1,600	
South Dakota.....	3	4,500	1	800					1	720			7	7,320	
Vermont.....	3	4,000											4	4,000	
Virginia.....	1	2,500	1	1,000									3	3,700	
Rhode Island.....	1	1,000											1	1,000	
Kentucky.....	3	6,000	1	1,200									1	1,200	

* See clerk. † See traveling expenses. ‡ Exclusive of printing annual report.

-SALARIES AND EXPENSES.

Total traveling expenses.	Miscellaneous printing, maps, etc.	Publications including periodicals and law books.	Postage.	Telegraph.	Express.	Investigations, hearings, etc.	Legal expenses.	Other expenses.	Total expenses, exclusive of salaries.	Total annual salaries and expenses.
\$ 1,962.00	626.00		\$ 396.25		\$ 500.26		\$ 1,898.00		\$ 4,425.04	\$3,225.04
499.94	346.97	70.45	135.00		101.00			3,782.66	4,942.08	27,430.08
	12,300.00							4,280.00	6,480.00	29,200.00
214.00	667.04	82.20	145.68	31.67	263.18			34.65	1,410.42	10,510.42
350.23	65.00	38.81	300.00	15.09	2.50	101.26	1,151.50	582.40	2,515.79	14,815.79
975.00	723.00		300.00					248.00	2,248.00	30,760.00
1,000.00	25.00		118.00	15.30	12.00			146.20	1,317.40	7,171.40
615.75			110.00	40.00	215.00			72.97	1,054.72	12,733.72
179.95	107.13	836.34	300.00	33.85	117.50				1,664.86	12,364.86
	600.00		50.00	40.00	175.00	58.20			923.20	11,723.20
200.00	55.00		260.00	40.00			125.00	100.00	510.00	3,610.00
		39.38	124.00	8.60	30			740.00	740.00	7,640.00
	800.00		300.00						172.37	8,872.37
								3,200.00	3,200.00	7,900.00
									1,000.00	13,600.00
8.60	40.15	353.00	250.00					500.00	653.75	7,453.75
									500.00	7,300.00
									4,000.00	11,500.00
2,000.00	1,000.00		300.00						3,200.00	14,800.00
1,400.00							2,500.00	700.00	4,600.00	10,620.00
									1,500.00	4,000.00
									1,500.00	5,200.00
						15.00			21.00	1,621.00
431.15	32.27		146.35	19.90	98.71			170.2	956.67	8,236.67

CONDENSED RETURNS
OF
RAILWAY COMPANIES.

CONDENSED RETURNS OF RAILWAY COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of r'ys named.
	FROM—	TO—	
Ames & College.....	Ames.	College.	1.85

OFFICERS.

TITLE.	NAME	LOCATION OF OFFICE.
Chairman of the 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.....	M. K. Smith.....	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, 1898.
E. W. Stanton.....	Ames, Iowa.....	JANUARY 9, 1898.
M. K. Smith.....	Ames, Iowa.....	JANUARY 9, 1898.
J. L. Budd.....	Ames, Iowa.....	JANUARY 9, 1898.
M. Stalker.....	Ames, Iowa.....	JANUARY 9, 1898.
C. F. Quirk.....	Ames, Iowa.....	JANUARY 9, 1898.
Hon. James Wilson.....	Washington, D. C.....	JANUARY 9, 1898.

ALBIA & CENTERVILLE RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ys named.
	FROM—	TO—		
Main line.....	Albia, Iowa.....	Centerville, Iowa.....	24.44	24.44

ALBIA & CENTERVILLE RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	F. M. Drake..	Des Moines, Iowa.
President.....	F. M. Drake.....	Des Moines, Iowa.
Vice-President.....	Russell Sage.....	New York, N. Y.
Secretary and Assistant Treasurer	T. J. Wasson.....	Marshalltown, Iowa.
Treasurer.....	Russell Sage.....	New York, N. Y.
Auditor.....	T. J. Wasson.....	Marshalltown, Iowa.
General Manager.....	L. M. Martin.....	Marshalltown, Iowa.
Chief Engineer.....	C. W. McMeekin.....	Marshalltown, Iowa.
General Superintendent.....	C. W. Huntington.....	Marshalltown, Iowa.
Superintendent of Telegraph.....	B. G. Ellis.....	Marshalltown, Iowa.
General Freight Agent.....	E. C. Palmer.....	Marshalltown, Iowa.
General Passenger Agent.....	Thos. P. Barry.....	Marshalltown, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Russell Sage.....	New York.....	September 3, 1897.
O. W. Osborne.....	New York.....	September 3, 1897.
E. C. Osborn.....	New York.....	September 3, 1897.
J. J. Slocum.....	New York.....	September 3, 1897.
F. M. Drake.....	Des Moines, Iowa.....	September 3, 1897.

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 lease for specified sum.
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—		
I. a MAIN LINE— Atchison, Topeka & Santa Fe R'y Co...	Chicago (Elsdon Junction).....	New Mexico and Tex. state line	*1295.10	
b BRANCHES AND SPURS— Atchison, Topeka & Santa Fe R'y Co...	Ancona, Ill.....	Pekin, Ill.....	+ 52.40	
	La Junta, Col.....	Denver, Col.....	191.49	
	Newton, Kan.....	Purcell, I. T.....	253.69	
	Holliday, Kan.....	I. T. and Tex. line	442.83	
	No. Lexing'n, Mo.....	Winthrop, Mo.....	† 97.56	
	Atchison, Kan.....	Topeka, Kan.....	50.54	
	Wildor, Kan.....	Hawthorne, Kan.....	46.19	
	Lawrence, Kan.....	No. Ottawa, Kan.....	35.24	
	No. Ottawa, Kan.....	Emporia, Kan.....	50.42	
	Osage City, Kan.....	Queenemo, Kan.....	30.41	
	Burl. Jc. Kan.....	Gridley, Kan.....	52.74	
	Colony, Kan.....	Yates Center.....	25.37	
	Chanute, Kan.....	Pittsburg, Kan.....	61.08	
	Cherry Vale, Kan.....	Coffeyville, Kan.....	18.06	
	Chanute, Kan.....	Longton, Kan.....	44.54	
	Benedict, Kan.....	Madison Jc. Kan.....	41.11	
	Independence.....	Cedar Vale, Kan.....	55.83	
	Emoria, Kan.....	Moline, Kan.....	84.38	
	Ellnor, Kan.....	Bazar, Kan.....	10.00	

* Exclusive of 6.44 miles of rented track between Big Blue Junction and Kansas City, Mo
 + Exclusive of 5.91 miles of rented track from Streator Junction to Pekin Junction.
 † Including branch to Lake Contrary, 1.99 miles.

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.	
	FROM—	TO—			
Atchison, Topeka & Santa Fe R'y Co. ..	Gladstone, Kan -bilene, Kan -Manchester, Kan -Florence, Kan... -Arcata, Kan... -Mulvane, Kan... -Wellington, Kan -Atta, Kan... -Mulvane, Kan... -Florence, Kan... -Little River, Kan -Hutchinson, Kan -Great Bend, Kan -Larned, Kan... -So. Pueblo, Col. -Dillon, N. M. -Las Vegas, N. M. -Lamy, N. M. -Socorro, N. M. -Rincon, N. M. -Tuba, N. M. -Deming, N. M....	Neb. state line... Salina, Kan... Barnard, Kan... Winfield, Kan... Caldwell, Kan... Hugowell, Kan... Med Lodge, Kan... Englewood, Kan... Elliswood, Kan... Holyrood, Kan... Kinsley, Kan... Scott City, Kan... Jetmore, Kan... Canon City, Col... Hessburg, N. M. Hot Springs, N. M. Santa Fe, N. M. Magdalena, N. M. Deming, N. M. Lak. Valley, N. M. Silver City, N. M.	159.88 32.34 43.08 79.73 16.80 42.65 18.41 21.23 106.25 98.84 30.27 84.43 120.30 46.80 47.35 5.91 6.27 18.30 30.95 54.44 13.35 58.30		4,384.26
2. Sou. Kansas Railway Co. of Texas	Indian Ter. and Tex. state line.	Pan Handle City, Texas.....	100.41		
Rio Grande & El Paso railroad.....	New Mexico and Tex. state line.	El Paso, Tex.....	20.15	120.56	
5. Fremont, Elkhorn & Mo. Valley railroad	Neb. state line.	Superior, Neb.....	2.53		
Chicago & G. T. Junction railroad.....	Term. in Chicago		3.62		
Chicago & Western Indiana railroad.....	Term. in Chicago		4.34		
Toledo, Peoria & Western railway	Streator Jct., Ill.	Pekin Jct., Ill.	5.91		
Kansas City Belt railway	Big Blue Jct., Mo	Kansas City, Mo	6.44		
2. S. C. & N. railway	Whitewater, N. M.	San Jose, N. M....		14.00	
Total.....				4,542.76	

Proportion for Iowa, 19.86 miles; includes .16 mile Mississippi river bridge.
 Average miles operated during year, 4,531.61, entire line.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Aldace F. Walker.....	New York, N. Y.
President.....	E. P. Ripley.....	Chicago, Ill.
Third Vice-President.....	Paul Morton.....	Chicago, Ill.
Assistant to the President.....	C. M. Higginson.....	Chicago, Ill.
Secretary and Treasurer.....	E. Wilder.....	Topeka, Kan.
Assistant Secretary.....	L. C. Deming.....	New York, N. Y.
General Counsel.....	H. W. Gardiner.....	New York, N. Y.
Assistant Treasurer.....	Victor Morawetz.....	New York, N. Y.
General Solicitor.....	E. D. Kenna.....	Chicago, Ill.
Comptroller.....	J. P. Whitehead.....	New York, N. Y.
General Auditor.....	H. C. Whitehead.....	Chicago, Ill.
Auditor of Disbursements.....	I. S. Lanck.....	Topeka, Kan.
Auditor of Freight Receipts.....	G. S. Sutton.....	Topeka, Kan.
Auditor of Passenger Receipts.....	C. M. Atwood.....	Topeka, Kan.
General Manager.....	J. J. Frey.....	Topeka, Kan.
Chief Engineer.....	James Dun.....	Topeka, Kan.
General superintendent.....	H. U. Mudge.....	Topeka, Kan.
Superintendent of Machinery.....	John Payer.....	Topeka, Kan.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME	TERMINALS.		Miles of line for each road named	Miles of line for each class of roads named.
	FROM—	TO—		
Humeston & Shenandoah railway	Hastings, Neb.	Colorado State line, Neb.	229.41	
Leon, Mt. Ayr & Southwest railroad	Aurora, Neb.	Grand Island, Neb.	18.51	
St. Joseph & Des Moines railroad	Aurora, Neb.	Hastings, Neb.	37.75	
Charlton, Des Moines & Southern railroad	Table Rock, Neb.	Amboy, Neb.	142.84	
Creston & Northern railroad	Humeston, Iowa	Shenandoah, Iowa	95.45	
Western Iowa railroad	Leon, Iowa	Grant City, Mo.	37.72	
Brownville & N. daway Valley railroad	Bethany Junction, Iowa	Albany, Mo.	46.23	
Clarinda, Oollege Springs & Southwestern railroad	Albany, Mo.	St. Joseph, Mo.	48.09	
Red Oak & Atlantic railroad	Charlton, Iowa	Indianola, Iowa	33.16	
Nebraska City, Sidney & Northeastern railroad	Creston, Iowa	Fontanelle, Iowa	37.50	
Hastings & Avoca railroad	Fontanelle, Iowa	Lumberland, Iowa	20.33	
Keokuk & St. Paul railroad	Villisca, Iowa	Burlington Junction, Mo.	35.00	
Omaha & Southwestern railroad	Clarinda, Iowa	Northboro, Iowa	15.89	
Nebraska railway	Red Oak, Iowa	Grisswold, Iowa	18.04	
Lincoln & Northwestern railroad	Hastings, Iowa	Sidney, Iowa	21.12	
Atchison & Nebraska railroad	Hastings, Iowa	Carson, Iowa	15.77	
Nebraska & Colorado railroad	Omaha, Neb.	Keokuk, Iowa	42.33	
Chicago, Nebraska & Kansas railroad	Crete, Neb.	Oreopolis, Neb.	16.88	
Republican Valley, Kansas & Southwest railroad	Nemaha, Neb.	Beatrice, Neb.	30.09	
Burlington & Colorado railroad	Nebraska City Bridge line	York, Neb.	135.74	
Colorado & Wyoming railroad	Lincoln, Neb.	Columbus, Neb.	2.12	
Cheyenne & Burlington railroad	Lincoln, Neb.	Lincoln, Neb.	144.95	
Oxford & Kansas railroad	Rulo Bridge line	Fairmount, Neb.	3.45	
Beaver Valley railroad	Chester, Neb.	Oxford, Neb.	45.19	
Lincoln & Black Hills railroad	Kensaw, Neb.	Colorado State line, Neb.	60.07	
Grand Island & Wyoming Central railroad	De Witt, Neb.	Superior, Neb.	298.32	
Big Horn Southern railroad	Edgar, Neb.	Concordia, Kan.	73.49	
Denver, Utah & Pacific railroad	Odel Junction, Neb.	Oberlin, Kan.	78.23	
Republican Valley & Wyoming railroad	Colorado State line, Neb.	Denver, Col.	174.89	
Omaha & North Platte railroad	Colorado State line, Wyo.	Wyoming State line, Col.	144.53	
St. Joseph & Nebraska railroad	Colorado State line, Wyo.	Cheyenne, Wyo.	29.01	
3 Quincy, Alton & St. Louis railway	Orleans, Neb.	Kansas State line, Neb.	59.61	
5 Pennsylvania company	Nebraska State line, Kan.	St. Francis, Kan.	74.18	
Chicago & Northwestern railway	Central City, Neb.	Erickson, Neb.	62.94	
Quincy Bridge company	Greeley Center, Neb.	Burwell, Neb.	40.38	
Wabash railroad	Palmer, Neb.	Arcadia, Neb.	64.02	
Chicago & Alton railroad	Grand Island, Neb.	Wyoming State line, S. D.	461.32	
Indianapolis & St. Louis railroad	Edgemont Junction, S. D.	Deadwood, S. D.	106.40	
Keokuk & Western railroad	Minnekahta, S. D.	Hot Springs, S. D.	13.34	
St. Clair, Madison & St. Louis Belt railroad				
St. Louis, Keokuk & Northwestern railroad				
St. Louis Merchants Bridge Terminal railway				
Kansas City, St. Joe & Council Bluffs railroad				
Union Pacific, D. & G. railway				
Northern Pacific railroad				
Total mileage operated				

254 TWENTIETH ANNUAL REPORT OF THE BOARD OF RAILROAD COMMISSIONERS. 1897.] 255

4,822.02
5,854.33
46.86
159.01
5,850.70

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY—CONTINUED

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	J. M. Forbes.....	Boston, Mass.
President.....	D. E. Perkins.....	Burlington, Iowa.
First Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Second Vice-President.....	George & Harris.....	Chicago, Ill.
Secretary.....	T. S. Howland.....	Boston, Mass.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
General Solicitor.....	J. W. Blythe.....	Burlington, Iowa.
Auditor-General.....	C. I. Surgis.....	Chicago, Ill.
General Manager.....	W. C. Brown.....	Chicago, Ill.
Chief Engineer.....	E. J. Blake.....	Chicago, Ill.
General Superintendent.....	J. D. Besler.....	Chicago, Ill.
Superintendent Iowa Lines.....	D. M. Levey.....	Burlington, Iowa.
Division Superintendents.....	O. E. Stewart.....	Ottumwa, Iowa.
Superintendent of Telegraph.....	J. H. Dugan.....	Creston, Iowa.
General Freight Agent.....	W. W. Ryder.....	Chicago, Ill.
Assistant General Freight Agts. }	Thomas Miller.....	Chicago, Ill.
General Passenger Agent.....	W. B. Hamblin.....	Chicago, Ill.
General Baggage Agent.....	E. K. Puffer.....	Chicago, Ill.
Land Commissioner.....	P. S. Rustis.....	Chicago, Ill.
	E. A. Sadd.....	Chicago, Ill.
	W. W. Baldwin.....	Burlington, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POS. OFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
John M. Forbes.....	Boston, Mass.....	November 3, 1897.
John N. A. Griswold.....	New York, N. Y.....	November 3, 1897.
E. T. Payne, Jr.....	Boston, Mass.....	November 3, 1897.
Charles E. Perkins.....	Burlington, Iowa.....	November 3, 1897.
T. Jefferson Coolidge.....	Manchester, Mass.....	November 3, 1897.
O. P. Gardner.....	Boston, Mass.....	November 3, 1897.
William Endicott, Jr.....	Boston, Mass.....	November 3, 1897.
Francis W. Huennewell.....	Boston, Mass.....	November 3, 1897.
Richard Olney.....	Boston, Mass.....	November 3, 1897.
Edward W. Hooper.....	Cambridge, Mass.....	November 3, 1897.
James H. Smith.....	New York, N. Y.....	November 3, 1897.

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
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. Chicago, Burlington & Kansas City....	Viele.....	Bloomfield.....	59.78	
	Moulton.....	Carrollton.....	121.77	181.56
5. Chicago, Burlington & Quincy R. R. Co. Wabash railroad.....	Burlington.....	Viele.....	35.28	
	Bloomfield.....	Monroton.....	14.11	30.39

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY CO—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
First Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Second Vice-President.....	Geo. B. Harris.....	Chicago, Ill.
Secretary.....	H. E. Jarvis.....	Burlington, Iowa.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
General Solicitor.....	Spencer & Mosman.....	St. Joseph, Mo.
Attorney.....	H. H. Trimble.....	Kokokuk, Iowa.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
Assistant Auditor.....	Geo. B. Dunbar.....	St. Joseph, Mo.
General Manager.....	Howard Elliott.....	St. Joseph, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Superintendent.....	S. E. Orance.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
Assistant General Freight Agent.....	Wm. Gray.....	St. Louis, Mo.
General Passenger Agent.....	L. W. Wakely.....	St. Louis, Mo.
Assistant General Passenger Agt.....	C. L. Grice.....	St. Louis, Mo.
General Baggage Agent.....	E. A. Laod.....	Chicago, Ill.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
J. W. Blythe.....	Burlington, Iowa.....	May 18, 1898.*
H. B. Scott.....	Burlington, Iowa.....	May 18, 1898.*
W. W. Baldwin.....	Burlington, Iowa.....	May 18, 1898.*
J. C. Peasley.....	Chicago, Ill.....	May 18, 1898.*
W. F. McFarland.....	Burlington, Iowa.....	May 18, 1898.*

* Or until successor is elected and qualified.

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD 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 roads named.
	FROM—	TO—		
1. K. C., St. J. & C. B. R. R.—				
^a Main line.....	Kansas City y'rd Harlem, Mo.....	Council Bluffs, Ia. Stillings.....	.44 1.05	189.81
^b Branch lines.....	E. Leavenworth Arnour.....	Winthrop Hopkins.....	2.98 50.44	54.45
2. Nodaway Valley railroad.....	Amazonia.....	Burlington Jct. Corning.....	31.54 27.61	59.15
3. Han & St. J. R. R.....	Harlem.....	Harlem.....	1.23	
C. B. & Q. R. R.....	U. P. Transfer. Stillings.....	Leavenworth.....	1.57 1.73	
Leav. Boge. & Term.....	Winthrop.....	Atchison U. D.....	1.57	6.09
Atch. U. D. R. R.....				
Total.....				309.50

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

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	C. E. Perkins	Burlington, Iowa.
First Vice-President	J. C. Pessley	Chicago, Ill.
Second Vice-President	Geo. B. Harris	Chicago, Ill.
Secretary	W. J. Ladd	Boston, Mass.
Treasurer	J. C. Pessley	Chicago, Ill.
General Solicitors	Spencer & Mosman	St. Joseph, Mo.
General Auditor	C. I. Sturgis	Chicago, Ill.
Auditor	C. M. Carter	St. Joseph, Mo.
Assistant Auditor	Geo. B. Dunbar	St. Joseph, Mo.
General Manager	Howard Elliott	St. Joseph, Mo.
Chief Engineer	L. F. Goodale	St. Joseph, Mo.
General Superintendent	S. E. Crance	St. Joseph, Mo.
Superintendent	G. M. Hohl	St. Joseph, Mo.
Assistant Superintendent	E. G. Fish	Kansas City, Mo.
Superintendent of Telegraph	I. T. Dyer	St. Joseph, Mo.
General Freight Agent	D. O. Ives	St. Louis, Mo.
Assistant General Freight Agent	Wm Gray	St. Louis, Mo.
General Passenger Agent	L. W. Wakeley	St. Louis, Mo.
Asst. General Passenger Agent	C. L. Grice	St. Louis, Mo.
General Baggage Agent	E. A. Ladd	Chicago, Ill.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
C. E. Perkins	Burlington, Iowa.	March 1, 1898*.
F. W. Hunnewell	Boston, Mass.	March 1, 1898*.
J. L. Gardner	Boston, Mass.	March 1, 1898*.
T. J. Coeledge	Boston, Mass.	March 1, 1898*.
T. S. Howland	Boston, Mass.	March 1, 1898*.
Richard Olney	Boston, Mass.	March 1, 1898*.
Howard Elliott	St. Joseph, Mo.	March 1, 1898*.
O. M. Spencer	St. Joseph, Mo.	March 1, 1898*.
C. M. Carter	St. Joseph, Mo.	March 1, 1898*.

* Or as soon thereafter as successor qualifies.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

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

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.	
	FROM—	TO—			
1. ^a St. Louis, Keokuk & Northwest'n R. R.	Keokuk, Iowa...	West Quincy, Mo...	36.66	166.74	
	Moody, Mo...	Hannibal, Mo...	13.25		
	Hannibal, Mo...	Louisiana, Mo...	25.33		
	Louisiana, Mo...	F'clin Ave., St. L.	91.51		
	Univ're Jct., Mo.	St. Peters, Mo...	10.25		
b St. Louis, Keokuk & Northwest'n R. R.	Mt. Pleasant, Ia.	Keokuk, Iowa	48.01	59.00	
	At West Alton	Keokuk, Iowa	.46		
	At N. Market St., St. Louis	Keokuk, Iowa	.04		
	West Quincy, Mo	Quincy, Ill.	2.03		
5. Quincy Bridge Co. & C., R. & Q. railroad	West Quincy, Mo	Moody, Mo...	4.07	11.77	
	Hannibal, Mo...	St. Peters, Mo...	.42		
	Wabash railroad	Hannibal, Mo...	.32		
	Missouri, Kansas & Texas railway	Hannibal, Mo...	.32		
	Chicago & Alton railroad	Louisiana, Mo...	.34		
	Chicago, Burlington & Quincy railroad	Mt. Pleasant, Ia.	.58		
	Keokuk & Hamilton bridge	Keokuk, Iowa	.03		
	Terminal Railroad Ass'n of St. Louis	Nor. Market St., St. Louis	Union station, St. Louis		3.88
	Total				237.57

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD CO—CONTINUED

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. W. Baldwin	Burlington, Iowa.
First Vice-President	J. C. Pessley	Chicago, Ill.
Second Vice-President	George B. Harris	Chicago, Ill.
Secretary	W. C. Maxwell	Keokuk, Iowa.
Treasurer	J. C. Pessley	Chicago, Ill.
General Solicitors	Spencer & Mosman	St. Joseph, Mo.
Attorney, or General Counsel	H. H. Trimble	Keokuk, Iowa.
Auditor	C. M. Carter	St. Joseph, Mo.
Assistant Auditor	George B. Dunbar	St. Joseph, Mo.
General Manager	Howard Elliott	St. Joseph, Mo.
Chief Engineer	L. F. Goodale	St. Joseph, Mo.
General Superintendent	S. E. Crance	St. Joseph, Mo.
Superintendent	W. E. Cunningham	Hannibal, Mo.
Superintendent of Telegraph	M. A. Baker	Hannibal, Mo.
General Freight Agent	D. O. Ives	St. Louis, Mo.
Assistant General Freight Agent	William Gray	St. Louis, Mo.
General Passenger Agent	L. W. Wakeley	St. Louis, Mo.
Assistant General Passenger Agt.	C. L. Grice	St. Louis, Mo.
General Baggage Agent	E. A. Ladd	Chicago, Ill.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
C. E. Perkins	Burlington, Iowa.	April 27, 1898*.
Robert Treat Paine	Boston, Mass.	April 27, 1898*.
George P. Gardner	Boston, Mass.	April 27, 1898*.
F. W. Hunnewell	Boston, Mass.	April 27, 1898*.
W. W. Baldwin	Burlington, Iowa.	April 27, 1898*.

* Or as soon thereafter as successor qualifies.

CHICAGO, FT. MADISON & DES MOINES RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. Chicago, Ft. Madison & Des Moines Ry	Ft. Madison, Ia.	Ottumwa, Iowa.	71	71

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	D. B. Dewey	Chicago, Ill.
President	E. S. Conroy	Chicago, Ill.
First Vice-President	E. F. Potter	Ft. Madison, Iowa.
Secretary	E. H. Skinner	Birmingham, Iowa.
Treasurer	E. H. Skinner	Birmingham, Iowa.
General Counsel	Jesse A. Baldwin	Chicago, Ill.
Auditor	J. P. Irving	Ft. Madison, Iowa.
General Manager	E. F. Potter	Ft. Madison, Iowa.
Chief Engineer	E. F. Potter	Ft. Madison, Iowa.
Division Superintendent	G. D. Hutchinson	Ft. Madison, Iowa.
General Freight Agent	E. F. Potter	Ft. Madison, Iowa.
General Passenger Agent	E. F. Potter	Ft. Madison, Iowa.

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

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
D. B. Dewey	Chicago, Ill.	December 7, 1897.
E. S. Conway	Chicago, Ill.	December 7, 1897.
D. S. West	Chicago, Ill.	December 7, 1897.
J. A. Baldwin	Chicago, Ill.	December 7, 1897.
E. B. Leigh	Chicago, Ill.	December 7, 1897.
Samuel Atlee	Ft. Madison, Iowa	December 7, 1897.
E. H. Skinner	Birmingham, Iowa	December 7, 1897.
L. T. Rurr	Boston, Mass.	December 7, 1897.
G. T. W. Braman	Boston, Mass.	December 7, 1897.

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. Chicago, Iowa & Dakota railway.....	Eldora Jct.....	Alden.....	33.4

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Conrad Miller.....	Bangor, Pa.
First Vice-President.....	Clarence H. Mitchell.....	New York, N. Y.
Secretary.....	H. N. Brockway.....	Garner, Iowa.
Treasurer.....	J. D. Newcomer.....	Eldora, Iowa.
Attorney or General Counsel.....	C. E. Allbrook.....	Eldora, Iowa.
Auditor.....	H. O. Stuart.....	Eldora, Iowa.
General Manager.....	H. O. Stuart.....	Eldora, Iowa.
Superintendent of Telegraph.....	W. S. Bernan.....	Eldora, Iowa.
General Freight Agent.....	H. C. Stuart.....	Eldora, Iowa.
General Passenger Agent.....	H. C. Stuart.....	Eldora, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Conrad Miller	Bangor, Pa.	July 14, 1898.
Clarence H. Mitchell	New York, N. Y.	July 14, 1898.
H. N. Brockway	Garner, Iowa.	July 14, 1898.
J. D. Newcomer	Eldora, Iowa.	July 14, 1898.
H. C. Stuart	Eldora, Iowa.	July 14, 1898.
W. S. Porter	Eldora, Iowa.	July 14, 1898.
J. J. Heintzleman	Nazareth, Pa.	July 14, 1898.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock ^a Main line. ^b Branches and spurs.
2. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Chicago Great Western Railway Co..	St. Paul, Minn..	Dubuque, Iowa.	253.33	712.84
	Alcon, Ill.	Forest Home, Ill.	140.73	
	Delwein, Iowa.	Des Moines, Iowa	130.33	
	Des Moines, Iowa	St. Joseph, Mo.	150.25	
	Bee Creek, Mo.	Beverly, Mo.	23	
b.....	Hayfield, Minn.	Mainly Jct. Iowa	4.20	132.01
	Sumner, Iowa.	Hampton, Iowa.	65.96	
	Cedar Falls, Ia.	Wilson Jct., Iowa	7.43	
	Eden, Minn.	Mantorville, Minn.	7.37	
	Sycamore, Ill.	De Kalb, Ill.	5.81	
5. St. Paul & Northern Pacific.....	Minneapolis, M.	St. Paul, Minn.	10.26	87.16
Dunleath & Dubuque Bridge company.	Dubuque, Iowa.	E. Dubuque, Ill.	13.23	
Illinois Central railroad.....	Chicago, Ill.	Portage Grove, Ill.	1.85	
Chicago & Northern Pacific.....	Chicago, Ill.	Chicago, Ill.	10.12	
Des Moines Union railway.....	Des Moines, Iowa	Chicago, Ill.	3.26	
Kansas City Suburban Belt.....	Kansas C. & M.	Chicago, Ill.	3.50	
Kansas City, St. Jo & Council Bluffs.....	St. Joseph, Mo.	Chicago, Ill.	.40	
St. Joseph Terminal Railway company.....	St. Joseph, Mo.	Chicago, Ill.	.81	
Kansas City Northwestern railroad.....	Leavenworth, Kas.	Chicago, Ill.	27.91	
Leavenworth, Northern & Southern.....	Leavenworth, Kas.	Chicago, Ill.	5.46	
Leavenworth, Topeka & Southwestern.....	Leavenworth, Kas.	Chicago, Ill.	3.59	
Chicago, Rock Island & Pacific.....	Burlington, Mo.	Chicago, Ill.	1.90	
Leavenworth Terminal Ry. & Bridge Co.....	Des Moines, Iowa	Chicago, Ill.	.44	
Des Moines & Kansas City railway.....	Des Moines, Iowa	Chicago, Ill.	.44	
Atchison, Topeka & Santa Fe.....	St. Joseph, Mo.	Chicago, Ill.	7.83	
Total.....				87.16
				932.01

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	A. B. Stickney.....	St. Paul, Minn.
President.....	A. B. Stickney.....	St. Paul, Minn.
Vice-President.....	A. Oppenheim.....	St. Paul, Minn.
Vice-President.....	A. Kalman.....	St. Paul, Minn.
Vice-President.....	O. W. Benson.....	St. Paul, Minn.
Vice-President.....	W. B. Bend.....	St. Paul, Minn.
Secretary.....	H. C. Wight.....	St. Paul, Minn.
Treasurer.....	C. O. Kalman.....	St. Paul, Minn.
Attorney.....	Daniel W. Lawler.....	St. Paul, Minn.
General Counsel.....	F. B. Kellogg.....	St. Paul, Minn.
Auditor.....	W. B. Bend.....	St. Paul, Minn.
General Manager.....	Samuel V. Stickney.....	St. Paul, Minn.
Chief Engineer.....	H. Fernstrom.....	St. Paul, Minn.
General Superintendent.....	O. Shields.....	St. Paul, Minn.
Assistant General Superintendent.....	J. Berlingott.....	Chicago, Ill.
Division Superintendent.....	J. A. Kelley.....	Des Moines, Iowa.
Division Superintendent.....	B. F. Egan.....	Delwein, Iowa.
Division Superintendent.....	J. C. Ford.....	St. Paul, Minn.
Superintendent of Telegraph.....	J. Berlingott.....	St. Paul, Minn.
General Freight Agent.....	P. U. Stohr.....	Chicago, Ill.
Assistant General Freight Agent.....	F. H. Tibbets.....	Chicago, Ill.
General Passenger Agent.....	F. H. Lord.....	Chicago, Ill.
Assistant General Passenger Agt.....	H. B. Badgley.....	Chicago, Ill.
General Ticket Agent.....	F. H. Lord.....	Chicago, Ill.
Assistant General Ticket Agent.....	H. D. Badgley.....	Chicago, Ill.
General Baggage Agent.....	Jno. Colley.....	Chicago, Ill.

CHICAGO GREAT WESTERN RAILWAY COMPANY—CONTINUED.
ORGANIZATION.

NAME OF DIRECTOR.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
H. Q. Hickey	St. Paul, Minn.	September 1907.
C. W. Jackson	St. Paul, Minn.	September 1907.
Wm. Jackson	St. Paul, Minn.	September 1907.
Wm. Dawson	St. Paul, Minn.	September 1907.
A. Kallman	St. Paul, Minn.	September 1908.
J. A. Glick	St. Paul, Minn.	September 1908.
H. E. Fletcher	Chicago, Ill.	September 1908.
A. Oppenheim	Minneapolis, Minn.	September 1908.
	St. Paul, Minn.	September 1908.

NAME OF DIRECTOR.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
St. Hon. Wm. Aldersdale	London, Eng.	September 1907.
Mr. Alex. Williams	London, Eng.	September 1907.
Mr. Howard Gilbert	London, Eng.	September 1907.
Mr. C. Silvio De Postonner	London, Eng.	September 1907.
Mr. Edwin Waterhouse	London, Eng.	September 1907.

FINANCE COMMITTEE.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
PROPERTY OPERATED.

FROM—	TO—	Illinois.	Wisconsin.	Iowa.	Minnesota.	North Dakota.	South Dakota.	Missouri.	Michigan.	Total.
Chicago	Milwaukee	44 87	37 92							82 79
Roundout	Libertyville	3 00								3 00
So. th Milwaukee	La Crosse	198 37								198 37
Waterworks Junction	Madison	24 48								24 48
Portage City	East Madison	33 01								33 01
Virginia Junction	Virgo	22 17								22 17
North La Crosse	Omaha	5 75								5 75
North La Crosse	Minneapolis	1 39			136 72					138 11
St. Croix Junction	Sullivan				24 78					24 78
Milwaukee	North McGregor	196 75	12							196 87
Stock Yards, Milwaukee	Merrill Park	80								80
Masomac	Prairie du Sac	10 37								10 37
Lone Rock	Richland Center	16 22								16 22
Calmar	Minneapolis			41 38	130 04					172 02
Conover	Decorah			10 00						10 00
Austin	Mason City			27 95	11 34					39 29
Menota	St. Paul				35					35
Northfield	Osmond Junction				31 98					31 98
North McGregor	Chamberlain			291 45			149 77			441 22
Bouiah	Eskader			19 20						19 20
Spencer	Spirit Lake			20 18						20 18
Rock Valley	Hudson			8 93						8 93
Marion Junction	Runnig Water						62 95			62 95
Chestnut Street, Milwaukee	Portage City	100 87								100 87
Cement Line Junction	Rock	1 06								1 06
Iron Ridge	Fond du Lac	30 98								30 98
Horicon	Berlin	42 80								42 80
Brandon	Markesan	11 49								11 49
Ripon	Oshkosh	19 19								19 19
Rush Lake Junction	Wausaukee	14 88								14 88
Merrill Park	North Milwaukee	6 17								6 17
South Minneapolis	Aerdeon				178 74		107 02			285 76
Gleaco	Hutchinson				13 45					13 45
Hopkins	Lake Minnetonka				7 84					7 84
Hastings	Benion Junction				53 71					53 71
Milbank	Siseton						27 24			27 24
Adover	Harlem					17 30	35 71			53 01
Wabasha	Zumbrota				60 21					60 21
Racine	Kittredge	50 63	60 31							110 94
Savanna	East Moline	47 70								47 70
Jacobsville	Beloit		13 96							13 96
Elkhorn	Eagle		26 50							26 50
Rockton	Rockford	14 94								14 94
Manilla	Mitchell			35 79			129 89			165 68

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
PROPERTY OPERATED—CONTINUED.

FROM—	TO—	Illinois.	Wisconsin.	Iowa.	Minnesota.	North Dakota.	South Dakota.	Missouri.	Michigan.	Total.
Elk Point.....	Sioux Falls Junction.....			34.93			67.81			102.74
Tripp.....	Arnour.....						30.45			30.45
North Chicago.....	Savanna.....	103.71								103.71
Galewood.....	Union Bluffs.....	2.98		149.18						152.16
Elk River Junction.....	Clinton.....			10.05						10.05
Davenport.....	Jackson Junction.....			131.00						131.00
Eldridge.....	Hurstville.....			24.01						24.01
Partridge.....	Farley.....			43.03			97.20			140.23
Waukegan.....	Mississippi.....				261.28					261.28
Waukegan.....	Bristol.....				206.02		103.02			309.04
Milton.....	Shullsburg.....		70.54							70.54
Be. d'bad.....	New Glarus.....		22.78							22.78
Waukegan.....	Mineral Point.....	1.01								1.01
Shullsburg Junction.....	Kiver Junction.....									
Holman.....	West Union.....			136.19	34.60					170.79
Turkey River Junction.....	Cascade.....			85.77						85.77
Waukegan Junction.....	Waukon.....			59.34						59.34
Remo.....	Wassauke.....			22.95						22.95
New Lisbon.....	Vesnoke.....				37.77					37.77
Dexter ville.....	Kononka.....		181.82							181.82
Wabasha.....	Chippewa Falls.....		37.05		1.83					38.88
Red Cedar Junction.....	Cedar Falls.....		20.05							20.05
Oronville.....	Esso.....		20.07							20.07
St. Charles.....	Esso.....			46.29						46.29
Alexandria.....	Borealy.....					61.61				61.61
Orient.....	Eureka.....									
Chicago.....	Lieberly Park.....	13.89		159.87				140.37		314.13
North Milwaukee.....	Champion.....									
North Milwaukee Junction.....	Champion.....									
Menasha.....	Menash.....									
Genoa Junction.....	Genoa.....									
Ellis Junction.....	Men. mbees.....									
Waukegan.....	Girard Junction.....									
Channing.....	Ontonagon.....									
Totals.....		317.23	1,467.41	1,831.69	1,111.59	118.21	1,101.66	140.37	103.02	6,142.94

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO.—CONTINUED

PROPERTY OPERATED—CONTINUED.

NAME.	Miles of line for each road named.	Miles of line operated.
Brought forward		6,142.94
MILES OF MAIN TRACK IN WHICH THIS COMPANY OWNS A JOINT INTEREST WITH—		
Chicago & North-Western Railway company, Chicago.....	.39	
Pittsburg, Cincinnati, Chicago & St. Louis Railway company, Chicago.....	1.63	
Wisconsin Central lines, Chippewa Falls.....	.16	
Chicago & North-Western Railway company, Chicago.....	.16	
Pittsburg, Cincinnati, Chicago & St. Louis Railway company, Chicago.....	5.30	
Chicago, St. Paul, Minneapolis & Omaha Railway Co., Mendota to St. Paul.....	.16	
Chicago, Burlington & Quincy Railroad company, Davis Junction.....	1.97	
Davenport, Iowa & Dakota Railway company, Davenport.....	.11	
Illinois Central Railroad company, Sioux City.....	.11	
Chicago, St. Paul, Minneapolis & Omaha Railway company, Sioux City.....	.28	
Sioux City & Pacific Railway company, Sioux City.....	1.39	
Chicago & North-Western Railway company, Fond du Lac.....		
Wisconsin Central Lines, Neenah to Menasha.....		
Total.....	11.19	5.59
One-half is.....		6,142.23
Total.....		5.60
Lines operated under joint ownership.....		6,153.83
Total.....		
LINES OPERATED UNDER TRACKAGE RIGHTS.		
Pittsburg, Cincinnati, Chicago & St. Louis Railway company, Chicago.....	3.37	
Illinois Central Railroad company, Dubuque.....	0.33	
Kansas City Belt Railway company, Coburg to Kansas City.....	11.37	
Chicago, Burlington & Quincy Railroad company, Rockford to Davis Jct.....	6.73	
Chicago, Rock Island & Pacific Railway company, East Moline to Rock Island.....	8.60	
Union Pacific Railway company, Council Bluffs transfer to South Omaha.....		
Total.....		37.17
Total miles main track.....		6,191.00

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Koswell Miller.....	Chicago, Ill.
First Vice-President.....	Frank S. Bond.....	New York, N. Y.
Second Vice-President.....	A. J. Earling.....	Chicago, Ill.
Secretary.....	P. M. Myers.....	Milwaukee, Wis.
Treasurer.....	F. G. Hanney.....	Chicago, Ill.
General Solicitor.....	Burton Hanson.....	Chicago, Ill.
General Counsel.....	George R. Peck.....	Chicago, Ill.
Comptroller.....	E. Q. Sewall.....	Chicago, Ill.
General Auditor.....	W. N. D. Winnie.....	Chicago, Ill.
Assistant General Auditor.....	W. F. Dudley.....	Chicago, Ill.
General Manager.....	A. J. Earling.....	Chicago, Ill.
Chief Engineer.....	A. J. Whittemore.....	Chicago, Ill.
General Superintendent.....	W. G. Collins.....	Chicago, Ill.
Assistant General Superintendents.....	Three in number.	
Division Superintendents.....	Sixteen in number.	
Superintendent of Telegraph.....	D. J. Fry.....	Milwaukee, Wis.
General Traffic Manager.....	A. G. Bird.....	Chicago, Ill.
General Freight Agent.....	J. R. Hilland.....	Chicago, Ill.
Assistant General Freight Agents.....	Six in number.	
General Passenger and Ticket Agt.....	G. H. Headford.....	Chicago, Ill.
Assistant General Passenger Agts.....	Two in number.	
Asst. General Ticket Agent.....	G. S. Marsh.....	Chicago, Ill.
General Baggage Agent.....	A. F. Merrill.....	Milwaukee, Wis.
Land Commissioner.....	W. O. Carrick.....	Milwaukee, Wis.
	H. G. Haggan.....	Milwaukee, Wis.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY—CONTINUED

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Philip D. Armour	Chicago, Ill.	September, 1897.
August Belmont	New York, N. Y.	September, 1897.
Frank E. Bond	New York, N. Y.	September, 1897.
Charles H. C. Sterner	New York, N. Y.	September, 1897.
Charles D. Dickey, Jr.	New York, N. Y.	September, 1897.
Peter Geddes	New York, N. Y.	September, 1897.
Charles W. Harkness	New York, N. Y.	September, 1897.
Frederick Layton	Milwaukee, Wis.	September, 1897.
Joseph Milbank	New York, N. Y.	September, 1897.
Howell Miller	Chicago, Ill.	September, 1897.
William Rockefeller	New York, N. Y.	September, 1897.
Samuel Spencer	New York, N. Y.	September, 1897.
A. Van Santvoord	New York, N. Y.	September, 1897.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line owned and operated.	Miles of line for each class of P's named.
	FROM—	TO—		
Chicago, Rock Island & Pacific railway	Chicago, Ill.	Council Bluffs, Ia.	499.62	
	Davenport, Iowa	Winthrop, Mo.	341.84	
	Edgerton, Mo.	Leavenworth, K.	25.37	
	Washington, Ia.	Knoxville, Iowa.	79.00	
	S. Eaglewood, Ill.	Chicago, Ill.	7.50	
	Wilton, Iowa	Muscataine, Iowa	11.36	
	Wilton, Iowa	Lime Kim, Iowa	9.08	
	Newton, Iowa	Monroe, Iowa	17.00	
	Des Moines, Iowa	Indianola and Winterset, Ia.	47.07	
	Menlo, Iowa	Guthrie Cent'r, Ia.	14.28	
	Atlantic, Iowa	Audubon, Iowa.	24.54	
	Atlantic, Iowa	Glasgow, Iowa.	14.71	
	Avoca, Iowa	Carson, Iowa	17.61	
	Avoca, Iowa	Harlan, Iowa	11.84	
	Mt. Zion, Iowa	Keosauqua, Ia.	4.50	
	Altamont, Mo.	St. Joseph, Mo.	49.05	
	S. St. Joseph, Mo.	Rushville, Mo.	14.75	
	Kansas City, Mo.	Armstrong, Kan.	5.40	
	S. Omaha, Neb.	Jansen, Neb.	107.00	
	Edward, Kan.	Liberal, Kan.	103.51	
	Herrington, Kan.	Terrel, I. T.	140.07	
	Herrington, Kan.	Salina, Kan.	49.30	
	Horton, Kan.	Rowell, Col.	166.53	
	Fairbury, Neb.	Neosho, Neb.	51.53	
	McFarland, Kan.	Belleville, Kan.	102.95	
	Dodge City, Kan.	Bucklin, Kan.	39.54	5,980.70
	Bureau, Ill.	Peoria, Ill.	46.76	
	Keokuk, Iowa	Des Moines, Iowa	163.20	
	Des Moines, Iowa	Fort Dodge and Ruthven, Iowa	143.78	332.06
	Cameron, Mo.	Kansas City, Mo.	54.39	
	Council Bluffs, Ia.	S. Omaha, Neb.	7.02	
	Kansas City, Mo.	N. Topeka, Kan.	67.35	
	Attna, Col.	Denver, Col.	93.75	
	Denver, Col.	Pueblo, Col.	118.60	335.06
Total				1,571.41

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	R. R. Cable	Chicago, Ill.
First Vice-President	Benjamin Brewster	New York, N. Y.
Second Vice-President	W. G. Purdy	Chicago, Ill.
Third Vice-President	W. H. Truesdale	Chicago, Ill.
Secretary and Treasurer	W. G. Purdy	Chicago, Ill.
Assistant to President	H. A. Parker	Chicago, Ill.
General Attorneys	Robert Mather	Chicago, Ill.
	M. A. Law	Topeka, Kan.
Auditor	C. Matthews	Chicago, Ill.
Assistant Auditor	H. F. Morris	Topeka, Kan.
General Manager	W. H. Truesdale	Chicago, Ill.
Assistant General Manager	W. I. Allen	Chicago, Ill.
Chief Engineer	H. A. Parker	Chicago, Ill.
General Superintendent	W. J. Hill	Topeka, Kan.
Asst. General Superintendent	W. H. Stillwell	Chicago, Ill.
	C. H. Hubbell	Chicago, Ill.
	C. E. Nichols	Blue Island, Ill.
	Harry Fox	Des Moines, Iowa.
	C. N. Gilmore	Des Moines, Iowa.
Division Superintendents	W. J. Leavens	Trenton, Mo.
	W. M. Hobbs	Horton, Kan.
	F. C. Smith	Gallego Springs, Col.
	C. W. Jones	Herrington, Kan.
	S. B. Hovey	Ft. Worth, Texas.
Traffic Manager	J. M. Johnson	Chicago, Ill.
General Freight Agents	H. Gower	Chicago, Ill.
	E. B. Boyd	Topeka, Kan.
Gen. Passenger and Ticket Agent	John Sebastian	Chicago, Ill.
Asst. Gen. Pass. and Ticket Agts.	S. F. Boyd	Chicago, Ill.
	G. W. Duback	Chicago, Ill.
	T. J. Anderson	Chicago, Ill.
General Baggage Agent	J. D. Marston	Topeka, Kan.
Superintendent of Telegraph and Commission	A. E. Swift	Chicago, Ill.
	J. L. Drew	Davenport, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
R. P. Flower	New York, N. Y.	June, 1898.
Benjamin Brewster	New York, N. Y.	June, 1898.
H. K. Bishop	New York, N. Y.	June, 1900.
Henry M. Flagler	New York, N. Y.	June, 1898.
Alexander E. Orr	New York, N. Y.	June, 1898.
David Dowd, Jr.	New York, N. Y.	June, 1900.
Ogden Mills	New York, N. Y.	June, 1900.
H. H. Porter	Chicago, Ill.	June, 1898.
Marshall Field	Chicago, Ill.	June, 1898.
John De Koven	Chicago, Ill.	June, 1898.
W. G. Purdy	Chicago, Ill.	June, 1898.
R. R. Cable	Rock Island, Ill.	June, 1898.
F. H. Griggs	Davenport, Iowa	June, 1898.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

MILES OF COMPLETED ROAD JUNE 30, 1897.

NAME.	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
LINE CHARTERED AS OR CONSOLIDATED WITH CHICAGO & NORTH-WESTERN RAILWAY COMPANY:								
Chicago to Council Bluffs.....	491.00	137.85	353.15					
Chicago to Freeport.....	121.00	121.00						
Geneva to Aurora.....	9.40	9.40						
Geneva to St. Charles.....	3.40	3.40						
Spencere to Cortland.....	4.84	4.84						
Eight to Williams Bay.....	51.04	15.72	15.72	15.72				
Belvidere to Spring Valley.....	75.28	75.28						
South Branch Jct. to River (Chicago)	4.50	4.50						
Clinton to Anamosa (quarry).....	72.57		72.57					
Stanwood to Tipton.....	2.50		2.50					
Out of near Cedar Rapids.....	5.95		5.95					
Des Moines to Jewell Junction.....	59.09		59.09					
Tama to Kinross.....	194.56		194.56					
Jewell Junction to Wall Lake Junction.....	73.55		73.55		34			
Eagle Grove to Hawarden.....	145.20		145.20					
Belle Plaine to Muckwonago.....	64.00		64.00					
Home to Coal Bluffs.....	3.25		3.25					
Maple River Junction to Onawa.....	80.85		80.85					
Wall Lake to Merville.....	79.57		79.57					
Carroll to Kirkman.....	34.81		34.81					
Manning to Audubon.....	17.00		17.00					
Chicago to Ft. Howard.....	242.20	69.73		172.47				
Appleton to Free Power extension.....	4.62			4.62				
Kenosha to Rockford.....	72.10	44.03		28.07				
Chicago to Montrose.....	5.25	5.25						
Montrose to North Evanston.....	7.50	7.50						
Chicago to Milwaukee.....	85.50	44.00		41.50				
Milwaukee to Fond du Lac.....	62.63			62.63				
Sheboygan to Princeton.....	18.40			18.40				
Milwaukee to Montfort.....	140.75			140.75				
Montfort to Galena.....	43.34	10.30		33.04				
Montfort to Woodman.....	30.50			30.50				
Spawich to Plattville.....	4.00			4.00				
Lancaster Junction to Lancaster.....	12.04			12.04				
Janesville to Afton.....	6.10			6.10				
Belvidere to Winona.....	297.00	21.00		276.00				
Winona Junction to La Crosse.....	4.95			4.95				
Trempealeau to Galisville.....	8.71			8.71				
Evansville to Janesville.....	15.65			15.65				
Pt. Howard to Republic.....	202.94			202.94				
Clover to Michiganville.....	10.44			10.44				
Wabie to Champion.....	1.25			1.25				
Powers to Watersmeet.....	104.53			104.53				
Slager to Crystal Falls.....	9.10			9.10				
Nereota to Metropolitan.....	34.56			34.56				
BRANCHES TO MIXES								
Of main line.....	62.27			62.27				
Of E. & L. S. line.....	8.44			8.44				
Of Menominee river line.....	39.18			39.18	4.71			
Crystal Falls to Wemlock mine.....	15.60			15.60				
Of Ashland Division.....	34.52			34.52	4.99			
Branches to Industries of Ashland Div.	21.44			21.44	20.92			
Lake Shore Junction to Ashland, Wis.	396.13			396.13	319.54			
Monico Junction to Hurley, Wis.....	98.11			98.11	88.71			
Two Rivers Junction to Two Rivers, Wis.	6.55			6.55	6.25			
Two Rivers Junction to Oshkosh, Wis.	20.10			20.10	20.10			
Eland Junction to Marshfield, Wis.	62.87			62.87	63.87			
North of Antigo to East Bryant switch.	7.27			7.27	7.27			
Fruit Junction to Harrison.....	17.85			17.85	17.85			
Parrish Junction to Parrish.....	4.54			4.54				
Watersmeet to Cheate.....	22.89			22.89	22.89			
Interior Junction to Interior.....	1.61			1.61				
Craigauere to Bobbins.....	3.47			3.47	3.47			
Hurley to end of track.....	12.97			12.97	12.97			
Petaca River Junction to end of track.....	2.90			2.90	2.90			
Extension through section 34.....	1.34			1.34				

Total C. & N.-W. Ry (chart. or con.) 2,792,262.97 1,163,121,502.54 521.19 47

CHICAGO & NORTH-WESTERN RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
PROPRIETARY LINES, viz.—								
Princeton & Western railway.....	15.00			15.00				
Valley Junction to Neosho.....								
Winona & St. Peter railroad.....	449.48							
Winona to Watertown.....					288.70		34.44	
Mankato Junction to Mankato.....					24.46			
Wesley Eye to Redwood Falls.....					24.48			
B. Chester to Zumbrota.....					15.01			
Eyota to Plainview.....					11.46			
Eyota to Chatfield.....					40.40			
Tracy to Dakota line.....	723.90							
Dakota Central railway.....							209.11	
Minnesota state line to Pierre.....							117.67	14.28
James Valley Junction to Oakes.....							145.20	
Watertown Junction to Watertown.....							135.48	
Watertown to Gettysburg.....							29.46	
Lequios to Hawarden (state line).....							39.94	
Centerville to Yankton.....								
Doland to Groton.....								
Total.....	1,168.47			19.00			414.97	144.13
LEASED LINES, viz.—								
St. Paul Eastern Grand Trunk railway.....	60.02			60.02				
Clintonville to Leonto.....				60.02				
Spurs.....				60.02				
Total.....	60.02			60.02				

RECAPITULATION.

C. & N.-W. Ry. (chartered or consolidated).....	2,792,262.97	1,163,121,502.54	521.19	47
Proprietary lines.....	1,168.47	19.00	414.97	144.13
Leased lines.....	60.02	60.02		
Grand total.....	2,900,791.46	1,182,199,621.56	936.16	191

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Albert Keep	Chicago, Ill.
President.....	Warren Huggitt	Chicago, Ill.
First Vice-President.....	Martin L. Sykes	New York, N. Y.
Second Vice-President.....	M. Robert M. Kirkman	Chicago, Ill.
Third Vice-President.....	Horace B. Hurt	Chicago, Ill.
Secretary.....	Martin L. Sykes	New York, N. Y.
Treasurer.....	Martin L. Sykes	New York, N. Y.
General Counsel.....	Lloyd W. Bowen	Chicago, Ill.
Auditor.....	J. H. Redfield	Chicago, Ill.
General Manager.....	John M. Whitman	Chicago, Ill.
Chief Engineer.....	John E. Hunt	Chicago, Ill.
General Superintendent.....	Sherrill S. Searns	Chicago, Ill.
Assistant General Superintendent.....	William A. Gardner	Chicago, Ill.
Division Superintendents in Iowa.....	Peter Haltenboeck	Boone, Iowa.
	H. H. Ashton	Eagle Grove, Iowa.
Superintendent of Telegraph.....	George H. Thayer	Chicago, Ill.
Traffic Manager.....	Erwin E. McCullough	Chicago, Ill.
General Freight Agent.....	Marvin Huggitt, Jr.	Chicago, Ill.
General Passenger agent.....	Warren H. Kalsborn	Chicago, Ill.
General Ticket Agent.....	Warren H. Kalsborn	Chicago, Ill.
General Baggage agent.....	Nathanial A. Phillips	Chicago, Ill.
Land Commissioner.....	Joseph F. Cleveland	Chicago, Ill.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY—CONTINUED.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Oliver Ames	Boston, Mass.	June, 1898.
Zenas Crane	Dartmouth, Mass.	June, 1898.
James Stillman	New York, N. Y.	June, 1898.
Marvin Hughitt	Chicago, Ill.	June, 1898.
N. K. Fairbank	Chicago, Ill.	June, 1898.
Byron L. Smith	Chicago, Ill.	June, 1898.
Cyrus H. McCormick	Chicago, Ill.	June, 1898.
F. W. Vanderbilt	New York, N. Y.	June, 1899.
W. K. Vanderbilt	New York, N. Y.	June, 1899.
H. McK. Twombly	New York, N. Y.	June, 1899.
John I. Blair	Blairtown, N. J.	June, 1899.
Chauncey M. Depew	Boston, Mass.	June, 1899.
Samuel P. Barger	New York, N. Y.	June, 1899.
Albert Keep	New York, N. Y.	June, 1900.
M. L. Sykes	Chicago, Ill.	June, 1900.
James C. Fargo	New York, N. Y.	June, 1900.

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

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

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for class of r'ds named.	
	FROM—	TO—			
1. ^a MAIN LINE. Chicago, St. Paul, Minneapolis & O. Ry.	Elroy	St. Paul	195.17		
	N. Wisconsin Jct.	Bayfield	173.84		
	Eau Claire	Spooner	81.51		
	Superior Jct.	Duluth	71.45		
	St. Paul	Le Mars	243.78		
	Missouri Riv. at Covington.	Omaha	133.06		
	St. Croix Draw Bridge	Stillwater Switch	4.55		
	Stillwater Jct.	Stillwater	3.30		
	River Falls Jct.	Ellsworth	24.83		
	Merrillan	Marshfield	38.97		
	Ashland Jct.	Ashland	4.39		
	Ashland Shore Line		1.31		
	West Eau Claire	Shaw's Mills	3.74		
	Patchburg	Mendota	37.00		
	Menominee Jct.	Menominee City	1.01		
	Menominee Jct.	Cedar Falls	3.01		
	Lake Crystal	Elmore	43.48		
	Heron Lake	Pipestone	55.10		
	Sioux Falls Jct.	Mitchell	130.75		
	Luverne	Doon	28.92		
Coburn Jct.	Newcastle	26.95			
Emerson	Norfolk	46.50			
Wakarusa	Hartington	30.75			
Wayne	Bloomfield	43.13			
			1,422.64		
5. LINES OPERATED UNDER TRACKEGE RIGHTS.	St. Louis river bridge (N. P. Ry.)	West Superior	Sice's Point	1.59	
	Great Northern railway	St. Paul	Minneapolis	11.40	
	The Minneapolis & St. Louis railroad	Minneapolis	Merriman Jct.	27.00	
	Illinois Central railroad	Le Mars	Sioux City	35.30	
	Sioux City Bridge company	Bridge across Missouri river and tracks at Sioux City	Sioux City	2.00	
Sioux City & Pacific railroad	Sioux City	Sioux City bridge track	.50		
				60.59	
Total				1,483.23	

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RY CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Marvin Hughitt	Chicago, Ill.
Vice-President	M. L. Sykes	New York, N. Y.
Secretary	E. E. Woodman	Hudson, Wis.
Treasurer	M. L. Sykes	New York, N. Y.
Assistant Treasurer	S. O. Howe	New York, N. Y.
General Counsel	Thomas Wilson	St. Paul, Minn.
General Attorney	L. K. Luse	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	W. A. Scott	St. Paul, Minn.
Chief Engineer	C. W. Johnson	St. Paul, Minn.
	Jas. McTabe	St. Paul, Minn.
Division Superintendents	H. Spencer	Mankato, Minn.
	A. W. Trenholm	Hanca, Wis.
	H. S. Jaynes	Omaha, Neb.
Purchasing agent	W. H. S. Wright	St. Paul, Minn.
Superintendent of Telegraph	H. O. Hope	St. Paul, Minn.
General Traffic Manager	James T. Clark	St. Paul, Minn.
General Freight Agent	H. M. Parsons	St. Paul, Minn.
Assistant General Freight Agent	E. H. Ober	St. Paul, Minn.
General Passenger Agent	T. W. Teasdale	St. Paul, Minn.
General Baggage Agent	E. F. Woods	St. Paul, Minn.
Car accountant	A. Orszulak	St. Paul, Minn.
General Claim Agent	E. L. Poole	St. Paul, Minn.
Land Commissioner	G. W. Bell	Houston, Wis.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Albert Keep	Chicago, Ill.	June, 1898.
Cornelius Vanderbilt	New York, N. Y.	June, 1898.
Wm. K. Vanderbilt	New York, N. Y.	June, 1898.
H. McK. Twombly	Chicago, Ill.	June, 1899.
Marvin Hughitt	Boston, Mass.	June, 1899.
David P. Kimball	Chicago, Ill.	June, 1899.
Horace G. Burt	Chicago, Ill.	June, 1899.
Byron L. Smith	Chicago, Ill.	June, 1899.
Chauncey M. Depew	New York, N. Y.	June, 1900.
Martin L. Sykes	New York, N. Y.	June, 1900.
John M. Whitman	Chicago, Ill.	June, 1900.
Thomas Wilson	St. Paul, Minn.	June, 1900.
John A. Hambird	St. Paul, Minn.	June, 1900.

SIoux CITY & PACIFIC RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for class of r'ds named.
	FROM—	TO—		
Sioux City & Pacific Railroad company	Sioux City, Iowa	Fremont, Neb.	101.58	
	Missouri Valley	California Jct.	5.94	
Total main line represented by capital stock				107.52

SIOUX CITY & PACIFIC RAILROAD COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
Vice-President.....	Marshall M. Kirkman.....	Chicago, Ill.
Secretary.....	Joseph B. Redfield.....	Chicago, Ill.
Treasurer.....	Marshall M. Kirkman.....	Chicago, Ill.
General Counsel.....	Lloyd W. Bowers.....	Chicago, Ill.
General Attorney.....	William B. Sterling.....	Omaha, Neb.
Comptroller.....	Marshall M. Kirkman.....	Chicago, Ill.
Auditor.....	Joseph B. Redfield.....	Chicago, Ill.
General Manager.....	George F. Bidwell.....	Omaha, Neb.
Chief Engineer.....	John B. Berry.....	Omaha, Neb.
General Superintendent.....	Charles C. Hughes.....	Omaha, Neb.
Division Superintendent.....	Henry C. Mahanna.....	Fremont, Neb.
Superintendent of Telegraph.....	William P. McFarlane.....	Omaha, Neb.
General Freight Agent.....	Kingsley C. Morehouse.....	Omaha, Neb.
Assistant General Freight Agent.....	Amos H. Merchant.....	Omaha, Neb.
General Passenger Agent.....	John R. Buchanan.....	Omaha, Neb.
Land Commissioner.....	Josiah F. Cleveland.....	Chicago, Ill.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Marvin Hughitt.....	Chicago, Ill.....	May, 1898.
Albert Kee.....	Chicago, Ill.....	May, 1898.
Martin L. Sykes.....	New York, N. Y.....	May, 1898.
Marshall M. Kirkman.....	Chicago, Ill.....	May, 1898.
David F. Kimball.....	Boston, Mass.....	May, 1898.
William H. Bennett.....	Chicago, Ill.....	May, 1898.
Horace G. Burt.....	Chicago, Ill.....	May, 1898.
John M. Whitman.....	Chicago, Ill.....	May, 1898.
Joseph B. Redfield.....	Chicago, Ill.....	May, 1898.

CROOKED CREEK RAILROAD & COAL CO.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each road named.
	FROM—	TO—		
Crooked Creek Railroad & Coal Co.....	Lehigh..... Border Plains.....	Webster City..... Judd.....	17.61 4.80	22.41

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. C. Willson.....	Webster City, Iowa.
Vice-President.....	John I. Burnham.....	Milwaukee, Wis.
Secretary.....	J. M. Funk.....	Webster City, Iowa.
Treasurer.....	J. M. Funk.....	Webster City, Iowa.
Auditor.....	O. M. Kellogg.....	Lehigh, Iowa.
General Manager.....	W. C. Willson.....	Webster City, Iowa.
General Freight Agent.....	F. E. Willson.....	Webster City, Iowa.

CROOKED CREEK RAILROAD & COAL CO.—CONTINUED.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
W. C. Willson.....	Webster City, Iowa.....	September 21, 1897.
F. E. Willson.....	Webster City, Iowa.....	September 21, 1897.
J. M. Funk.....	Webster City, Iowa.....	September 21, 1897.
John I. Burnham.....	Webster City, Iowa.....	September 21, 1897.
O. T. Burnham.....	Webster City, Iowa.....	September 21, 1897.
A. K. Hamilton.....	Webster City, Iowa.....	September 21, 1897.
Henry W. Lemas.....	Webster City, Iowa.....	September 21, 1897.

DES MOINES, NORTHERN & WESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each road named.
	FROM—	TO—		
1. Des Moines, Northern & Western R'd.....	Des Moines..... Olive.....	Fonda..... Boone.....	111.84 34.90	146.64
2. Des Moines Union railway.....	Terminal at Des Moines.....		2.12	2.12
Total.....				148.76

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	F. M. Hubbell.....	Des Moines, Iowa.
President.....	F. M. Hubbell.....	Des Moines, Iowa.
First Vice-President.....	F. C. Hubbell.....	Des Moines, Iowa.
Second Vice-President.....	H. D. Thompson.....	Des Moines, Iowa.
Secretary.....	A. N. Denman.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.
Auditor.....	W. J. Souder.....	Des Moines, Iowa.
General Superintendent.....	F. C. Hubbell.....	Des Moines, Iowa.
Superintendent of Telegraph.....	F. Horton.....	Des Moines, Iowa.
General Freight Agent.....	J. N. Tittmore.....	Des Moines, Iowa.
General Passenger Agent.....	J. N. Tittmore.....	Des Moines, Iowa.
General Ticket Agent.....	J. N. Tittmore.....	Des Moines, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
F. M. Hubbell.....	Des Moines, Iowa.....	January 5, 1898.
F. C. Hubbell.....	Des Moines, Iowa.....	January 5, 1898.
H. D. Thompson.....	Des Moines, Iowa.....	January 5, 1898.
A. B. Cummins.....	Des Moines, Iowa.....	January 5, 1898.
P. M. Myers.....	Milwaukee, Wis.....	January 5, 1898.
A. J. Earling.....	Chicago, Ill.....	January 5, 1898.
C. A. Goodnow.....	Chicago, Ill.....	January 5, 1898.

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$

NAME.	TERMINALS.		Miles of line for each class of road named.	Miles of line for each class of road named.
	FROM--	TO--		
L. a Dubuque & Sioux City railroad.....	Dubuque, Iowa.	Sioux City, Iowa.		326.58
I. b Dubuque & Sioux City railroad.....	Manchester, Ia.	Cedar Rapids, Ia.	41.85	
	Cherokee, Iowa.	Onawa, Iowa.	59.10	
	Cherokee, Iowa.	Sioux Falls, S. D.	96.48	
	Cedar Falls, Ia.	Minn. state line.	75.58	
Total.....				499.59

OFFICERS OF THE DUBUQUE & SIOUX CITY RAILROAD COMPANY.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	New York, N. Y.
Vice-President.....	J. C. Welling.....	Chicago, Ill.
Second Vice-President.....	E. C. Woodruff.....	Elizabeth, N. J.
Secretary.....	A. G. Hackstaff.....	New York, N. Y.
Treasurer.....	E. T. H. Gibson.....	New York, N. Y.
Assistant Secretary.....	C. H. Booth.....	Dubuque, Iowa.
Assistant Treasurer.....	C. H. Booth.....	Dubuque, Iowa.

OFFICERS OF OPERATING COMPANY.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	New York, N. Y.
Vice-President.....	J. C. Welling.....	Chicago, Ill.
Second Vice-President.....	J. T. Harahan.....	Chicago, Ill.
Secretary.....	A. G. Hackstaff.....	New York, N. Y.
Treasurer.....	E. T. H. Gibson.....	New York, N. Y.
Local Treasurer.....	T. F. Titus.....	Chicago, Ill.
General Solicitor.....	James Fenstrem.....	Chicago, Ill.
Counsel.....	B. F. Ayer.....	Chicago, Ill.
Attorney.....	W. J. Knight.....	Dubuque, Iowa.
Attorney.....	J. F. Duncombe.....	Fort Dodge, Iowa.
Auditor of Freight Receipts.....	F. Fairman.....	Chicago, Ill.
Auditor Passenger Receipts.....	A. D. Joslin.....	Chicago, Ill.
Auditor Disbursements.....	J. Anderson.....	Chicago, Ill.
Chief Engineer.....	J. F. Wallace.....	Chicago, Ill.
General Superintendent.....	A. W. Sullivan.....	Chicago, Ill.
Assistant General Superintendent.....	J. G. Hartigan.....	Chicago, Ill.
Division Superintendent.....	F. B. Harriman.....	Dubuque, Iowa.
Division Superintendent.....	C. K. Dixon.....	Cherokee, Iowa.
Superintendent of Telegraph.....	G. M. Duran.....	Chicago, Ill.
Traffic Manager.....	T. J. Hudson.....	Chicago, Ill.
Assistant Traffic Manager.....	M. C. Marknam.....	Chicago, Ill.
General Freight Agent.....	W. E. Keepers.....	Chicago, Ill.
General Passenger Agent.....	A. H. Hanson.....	Chicago, Ill.

DUBUQUE & SIOUX CITY RAILROAD COMPANY—CONTINUED.

ORGANIZATION—DUBUQUE & SIOUX CITY RAILROAD COMPANY.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Stuyvesant Fish.....	New York, N. Y.	October, 1897.
E. T. H. Gibson.....	New York, N. Y.	October, 1897.
J. T. Harahan.....	Chicago, Ill.	October, 1897.
E. H. Harriman.....	New York, N. Y.	October, 1897.
S. V. R. Oringer.....	New York, N. Y.	October, 1897.
J. C. Welling.....	Chicago, Ill.	October, 1897.
C. W. Mitchell.....	Dubuque, Iowa.	October, 1897.
J. V. Rider.....	Dubuque, Iowa.	October, 1897.
M. M. Walser.....	Dubuque, Iowa.	October, 1897.
F. D. Stout.....	Dubuque, Iowa.	October, 1897.
J. W. Conchar.....	Dubuque, Iowa.	October, 1897.
O. G. Tolerton.....	Sioux City, Iowa.	October, 1897.
W. H. Torbert.....	Dubuque, Iowa.	October, 1897.
A. A. Loomis.....	Fort Dodge, Iowa.	October, 1897.
S. L. Dows.....	Cedar Rapids, Iowa.	October, 1897.

DES MOINES UNION.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of road named.	Miles of line for each class of road named.
	FROM--	TO--		
Des Moines Union Railway Co.....	Des Moines.....	Des Moines.....	1.70	3.70

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	F. C. Hubbell.....	Des Moines, Iowa.
President.....	F. C. Hubbell.....	Des Moines, Iowa.
Vice-President.....	A. B. Cummins.....	Des Moines, Iowa.
Secretary.....	F. M. Hubbell.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
Attorney, or General Counsel.....	A. B. Cummins.....	Des Moines, Iowa.
Auditor.....	E. G. Mitchell.....	Des Moines, Iowa.
General Superintendent.....	J. A. Wagner.....	Des Moines, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
F. M. Hubbell.....	Des Moines, Iowa.	January 7, 1898.
F. C. Hubbell.....	Des Moines, Iowa.	January 7, 1898.
A. B. Cummins.....	Des Moines, Iowa.	January 7, 1898.
H. D. Thompson.....	Des Moines, Iowa.	January 7, 1898.
A. N. Denman.....	Des Moines, Iowa.	January 7, 1898.
C. H. Huttenlocher.....	Des Moines, Iowa.	January 7, 1898.
H. L. Magee.....	St. Louis, Mo.	January 7, 1898.
James Ramsey, Jr.....	St. Louis, Mo.	January 7, 1898.

IOWA CENTRAL RAILWAY 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 r/ds named.
	FROM--	TO--		
1. a Main line.....	Albia, Iowa	Northwood, Iowa	180.481	373.267
	Oskaloosa.....	Mississippi river	95.127	
	Mississippi river	Iowa Jct., Ill.	88.659	
	Hampton, Iowa..	Reimond, Iowa..	23.203	
	Minerva Jct., Ia	Story City, Iowa	34.510	
	Newburg, Iowa..	State Center, Ia.	28.640	
	G. & M Jct., Ia.	Montezuma	13.612	
	New Sharon, Ia.	Newton, Iowa...	27.748	
	Lynnvile Jc., Ia.	Lynnvile, Iowa.	2.500	
	Carbon Jct., Ia.	Carbonado, Iowa	22.431	
b Branches.....	Across Miss at	Keithsburg, Ill.	2.573	130.644
	Iowa Jct., Ill.	Peoria, Ill.	3.500	
3. Keithsburg Bridge company				2,573
5. Peoria & Pekin Union railway				3,500
Total				508.981

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Russell Sage.....	New York, N. Y.
President.....	Russell Sage.....	New York, N. Y.
Vice-President.....	E. E. Chase.....	New York, N. Y.
Secretary.....	George R. Morse.....	New York, N. Y.
Treasurer.....	T. I. Wasson.....	Marshalltown, Iowa.
General Auditor.....	L. M. Martin.....	Marshalltown, Iowa.
General Manager.....	C. W. McMeekin.....	Marshalltown, Iowa.
Chief Engineer.....	C. W. Huntington.....	Marshalltown, Iowa.
General Superintendent.....	B. G. Fallis.....	Marshalltown, Iowa.
Superintendent of Telegraph.....	E. C. Palmer.....	Marshalltown, Iowa.
General Freight Agent.....	Thomas P. Barry.....	Marshalltown, Iowa.
General Passenger Agent.....		

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Russell Sage.....	New York, N. Y.	September 3, 1897.
E. E. Chase.....	New York, N. Y.	September 3, 1897.
H. J. Morse.....	New York, N. Y.	September 3, 1897.
G. E. Taintor.....	New York, N. Y.	September 3, 1897.
W. E. Strong.....	New York, N. Y.	September 3, 1897.
E. H. Perkins, Jr.....	New York, N. Y.	September 3, 1897.
R. J. Kimball.....	New York, N. Y.	September 3, 1897.
C. W. Osborne.....	New York, N. Y.	September 3, 1897.
F. M. Drake.....	Des Moines, Iowa.	September 3, 1897.

IOWA NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM--	TO--	
Iowa Northern railway.....	Valeria, Iowa...	Colfax, Iowa...	5.93
	Julie Jct., Iowa..	Bl'k Crook mite, Iowa.....	1.00
Total.....			6.93

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	J. S. Wylie.....	Davenport, Iowa.
President.....	J. S. Wylie.....	Davenport, Iowa.
First Vice-President.....	D. Ryan.....	Newton, Iowa.
Secretary and Treasurer.....	George A. Goodrich.....	Colfax, Iowa.
General Solicitor.....	W. O. McElroy.....	Newton, Iowa.

KEOKUK AND WESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

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

NAME.	TERMINALS.		Miles of line for each class of r/ds named.
	FROM--	TO--	
1. a Keokuk & Western railroad.....	Alexander, Mo.	Van Wert, Iowa.	142.79
5. St. Louis & Northwestern railroad.....	Keokuk, Iowa..	Alexander, Mo..	5.17
Total.....			147.97

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	T. De Witt Cuyler.....	Philadelphia, Pa.
President.....	T. De Witt Cuyler.....	Philadelphia, Pa.
First Vice-President.....	A. C. Goodrich.....	Keokuk, Iowa.
Secretary and Assistant Treasurer	J. F. Elder.....	Keokuk, Iowa.
Treasurer and Assistant Secretary	U. M. Jessup.....	New York, N. Y.
Attorney, or General Counsel.....	F. T. Hughes.....	Keokuk, Iowa.
Auditor.....	T. R. Board.....	Keokuk, Iowa.
General Manager.....	A. C. Goodrich.....	Keokuk, Iowa.
Chief Engineer.....	A. C. Goodrich.....	Keokuk, Iowa.
Superintendent.....	J. P. Boyle.....	Keokuk, Iowa.
Superintendent of Telegraph.....	J. P. Boyle.....	Keokuk, Iowa.
Traffic Manager.....	A. C. Goodrich.....	Keokuk, Iowa.
General Freight Agent.....	A. McCrae.....	Keokuk, Iowa.
General Passenger Agent.....	J. F. Elder.....	Keokuk, Iowa.
General Baggage Agent.....	J. F. Elder.....	Keokuk, Iowa.

KEOKUK & WESTERN RAILROAD COMPANY—CONTINUED.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
T. De Witt Cuyler.....	Philadelphia, Pa.....	February 2, 1898.
A. C. Goodrich.....	Keokuk, Iowa.....	February 2, 1898.
F. T. Hughes.....	Keokuk, Iowa.....	February 2, 1898.
G. H. Cander.....	Lowell, Mass.....	February 2, 1898.
W. H. Gebhardt.....	New York, N. Y.....	February 2, 1898.
Benjamin Strong.....	New York, N. Y.....	February 2, 1898.
Benjamin Graham.....	New York, N. Y.....	February 2, 1898.
Francis J. Paton.....	New York, N. Y.....	February 2, 1898.
F. M. Drake.....	Centerville, Iowa.....	February 2, 1898.

DES MOINES AND KANSAS CITY RAILWAY COMPANY.

PROPERTY OPERATED.

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

NAME.	TERMINALS.		Miles of line for each class or as named.
	FROM—	TO—	
1. a Des Moines & Kansas City Railway.	Des Moines, Ia.	Calvesville, Mo.	112

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	T. DeWitt Cuyler.....	Philadelphia, Pa.
President.....	T. DeWitt Cuyler.....	Philadelphia, Pa.
First Vice-President.....	A. C. Goodrich.....	Keokuk, Iowa.
Secretary and Assistant Treasurer.....	J. F. Elder.....	Keokuk, Iowa.
Treasurer and Assistant Secretary.....	Benjamin Strong.....	New York, N. Y.
Attorney or General Counsel.....	F. T. Hughes.....	Keokuk, Iowa.
Auditor.....	T. R. Board.....	Keokuk, Iowa.
General Manager.....	A. C. Goodrich.....	Keokuk, Iowa.
Chief Engineer.....	A. C. Goodrich.....	Keokuk, Iowa.
Superintendent.....	J. P. Boyle.....	Keokuk, Iowa.
Superintendent of Telegraph.....	J. P. Boyle.....	Keokuk, Iowa.
Traffic Manager.....	A. C. Goodrich.....	Keokuk, Iowa.
General Freight Agent.....	A. McCran.....	Keokuk, Iowa.
General Passenger Agent.....	J. F. Elder.....	Keokuk, Iowa.
General Baggage Agent.....	J. F. Elder.....	Keokuk, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
T. DeWitt Cuyler.....	Philadelphia, Pa.....	May 11, 1898.
A. C. Goodrich.....	Keokuk, Iowa.....	May 11, 1898.
James S. Morgan.....	New York, N. Y.....	May 11, 1898.
Arthur C. Vaughn.....	New York, N. Y.....	May 11, 1898.
Benjamin Stone.....	New York, N. Y.....	May 11, 1898.
Les M. Jesup.....	New York, N. Y.....	May 11, 1898.
N. T. Guernsey.....	Des Moines, Iowa.....	May 11, 1898.

MASON CITY & FORT DODGE RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Mason City & Fort Dodge Railroad Co....	Mason City Carbon Junction	Lehigh Coalville	88.1 5.6	93.00

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	M. C. Healion.....	St. Paul, Minn.
Secretary.....	S. T. Meservey.....	Fort Dodge, Iowa.
Treasurer.....	O. B. Grant.....	Fort Dodge, Iowa.
Assistant Treasurer.....	David McKay.....	Fort Dodge, Iowa.
Auditor.....	O. B. Grant.....	Fort Dodge, Iowa.
Superintendent.....	W. M. Salisbury.....	Fort Dodge, Iowa.
Superintendent of Telegraph.....	S. D. Parkhurst.....	Fort Dodge, Iowa.
General Freight Agent.....	S. D. Parkhurst.....	Fort Dodge, Iowa.
General Passenger Agent.....	S. D. Parkhurst.....	Fort Dodge, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
James J. Hill.....	St. Paul, Minn.....	Elect'n of suc'essor.
D. C. Shepard.....	St. Paul, Minn.....	Elect'n of suc'essor.
James N. Hill.....	St. Paul, Minn.....	Elect'n of suc'essor.
M. C. Healion.....	St. Paul, Minn.....	Elect'n of suc'essor.
Hamilton Brown.....	Boone, Iowa.....	Elect'n of suc'essor.

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: a Main line.
 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 Minneapolis & St. Louis Railroad Co.	Minneapolis, Minn.	Angus, Iowa.	261.64	261.64
1. b Minneapolis & St. Louis Railroad Co.	Hopkins, Minn.	Morton, Minn.	95.87	
	Maple Jc. Minn.	Tonka Bay, Minn.	1.46	
	Kalo Junc. Iowa	Kalo, Iowa.	2.80	97.18
5. Northern Pacific Railroad company....	St. Paul, Minn.	Minneapolis, Minn.	11.10	11.10
Total.....				369.91

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Edwis Hawley	New York, N. Y.
Vice-President	John E. Searles	New York, N. Y.
Secretary and Assistant Treasurer	Joseph Gaskell	Minneapolis, Minn.
Treasurer	Frank H. Davis	New York, N. Y.
General Counsel	William Strauss	New York, N. Y.
General Attorney	Albert E. Clarke	Minneapolis, Minn.
Assistant General Attorney	Wilbur F. Booth	Minneapolis, Minn.
Auditor	O. C. Post	Minneapolis, Minn.
General Manager	L. F. Day	Minneapolis, Minn.
Chief Engineer	William Crooks	Minneapolis, Minn.
General Superintendent	Thomas E. Clarke	Minneapolis, Minn.
Superintendent of Telegraph	William F. Fox	Minneapolis, Minn.
General Freight Agent	W. M. Hopkins	Minneapolis, Minn.
Assistant General Freight Agent	H. G. Brown	Minneapolis, Minn.
General Passenger Agent	A. B. Cutts	Minneapolis, Minn.
General Ticket Agent	A. B. Cutts	Minneapolis, Minn.
General Bazaar Agent	A. B. Cutts	Minneapolis, Minn.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
F. H. Peavey	Minneapolis, Minn.	October, 1897.
F. H. Davis	New York, N. Y.	October, 1897.
J. E. Searles	New York, N. Y.	October, 1897.
Edwin Hawley	New York, N. Y.	October, 1898.
F. E. Palmer	New York, N. Y.	October, 1898.
William Strauss	New York, N. Y.	October, 1898.
Edwin Langdon	New York, N. Y.	October, 1899.
C. S. Melton	New Haven, Conn.	October, 1899.
George Crocker	San Francisco, Cal.	October, 1899.

OMAHA & ST. LOUIS RAILWAY COMPANY.

PROPERTY OPERATED.

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

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
General Solicitor	Theodore Sheldon	99 Randolph St., Chicago.
Receiver	J. F. Barnard	Council Bluffs, Iowa.
Auditor	W. L. Bedison	Council Bluffs, Iowa.
General Superintendent	A. E. Buchanan	Stanherry, Mo.
Superintendent of Telegraph	G. C. Kinsman	Decatur, Ill.

ORGANIZATION.

None. Road is still being operated by the receiver.

SIOUX CITY & NORTHERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. Sioux City & Northern railroad	Sioux City	Garretson, S. D.	94.00	94.00
2. Sioux City Terminal & Warehouse Co.	Division street, Sioux City	Douglas street, Sioux City	1.25	1.25
Total			95.25	95.25

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Samuel J. Beals	Sioux City, Iowa.
Vice-President	A. F. Call	Sioux City, Iowa.
Secretary	H. S. Baker	Sioux City, Iowa.
Treasurer	Wright, Call & Hubbard	Sioux City, Iowa.
Attorney or General Counsel for Receivers	C. L. Wright	Sioux City, Iowa.
Auditor for Receivers	John K. Lee	Sioux City, Iowa.
Superintendent of Telegraph for Receivers	F. W. Ackley	Sioux City, Iowa.
General Freight Agent for Receivers	W. B. McNider	Sioux City, Iowa.
General Passenger Agent for Receivers	W. B. McNider	Sioux City, Iowa.
Receivers	Warwick Hough	St. Louis, Mo.
	Samuel J. Beals	Sioux City, Iowa.
	George Walter Oakley	Sioux City, Iowa.
Treasurer for Receivers	F. A. Seaman	Sioux City, Iowa.
Land Commissioner for Receivers		

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
W. P. Clough	St. Paul, Minn.	June, 1898.
J. P. Stevens	St. Paul, Minn.	June, 1898.
J. O. Hills	Sioux City, Iowa	June, 1899.
W. P. Manley	Sioux City, Iowa	June, 1899.
A. F. Call	Sioux City, Iowa	June, 1899.
George W. Oakley	Sioux City, Iowa	June, 1900.
F. A. Seaman	Sioux City, Iowa	June, 1900.
Samuel J. Beals	Sioux City, Iowa	June, 1900.
H. S. Baker	Sioux City, Iowa	June, 1900.

TABOR AND NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

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

TABOR & NORTHERN RAILROAD COMPANY—CONTINUED.

OFFICERS.

TITLE	NAME	LOCATION OF OFFICE
Chairman of the Board	William M. Brooks	Auburndale, Mass.
President	William M. Brooks	Auburndale, Mass.
First Vice-President	R. C. Hughes	Tabor, Iowa
Secretary	C. A. Barnes	Tabor, Iowa
Treasurer	J. M. Harbour	Tabor, Iowa
Attorney, or General Counsel	L. A. Hill	Tabor, Iowa
Auditor	J. C. Tippie	Tabor, Iowa
General Manager	H. T. Woods	Tabor, Iowa
General Superintendent	John Barber	Tabor, Iowa
Superintendent of Telegraph	John Barber	Tabor, Iowa
General Passenger Agent	John Barber	Tabor, Iowa

ORGANIZATION.

NAMES OF DIRECTORS	POSTOFFICE ADDRESS	DATE OF EXPIRATION OF TERM
William M. Brooks	31 Central St., Auburndale, Mass.	June, 1900.
H. T. Woods	Tabor, Iowa	June, 1898.
John Barber	Tabor, Iowa	June, 1898.
C. A. Barnes	Tabor, Iowa	June, 1899.
A. T. West	Tabor, Iowa	June, 1898.
J. M. Harbour	Tabor, Iowa	June, 1898.
J. E. Todd	Vermillion, S. D.	June, 1904.

WABASH RAILROAD COMPANY.

PROPERTY OPERATED.

NAME	TERMINALS		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
LINES OWNED.				
The Wabash railroad	Toledo	East Hannibal	462.3	
	Buffs	Camp Point	39.4	
	Clayton	Elvaston	34.5	
	Decatur	East St. Louis	110.2	
	Edwardsville	Edwardsville Crossing	8.5	
	Auburn Jct.	Edgingham	205.4	
	Shurway	Albion	16.3	
	Fairbury	Sreator	31.5	
	Delray	Butler	106.9	
	Montpelier	Clarke Junction	149.7	
	St. Louis	Harlem	374.8	
	St. Louis, Franklin Avenue	Ferguson	10.6	
	Moberly	Ottumwa	131.2	
	Sallsbury	Glasgow	15.5	
LINES LEASED.				
Louisiana & Pike County railroad	Pittsfield Jct.	Pittsfield	6.1	
Eel River railroad	Rutler	Logansport	94.2	
Peru & Detroit Railway company	Chilli	Peru	9.5	
Brunswick & Chillicothe railroad	Brunswick	Chillicothe	38.2	
St. Louis, Council Bluffs & Omaha railroad	Chillicothe	Pattonburg	41.4	
Boone County & Boonville railroad	Centrailla	Columbia	21.6	211.0

WABASH RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME	REMARKS		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
LINES OPERATED UNDER JOINT TRACKAGE ARRANGEMENTS.				
Chicago, Burlington & Quincy railroad	Camp Point	Quincy	21.8	
Toledo, Peoria & Western railroad	Elvaston	Hannibal	9.5	
Chicago & Western Indiana railroad	Chicago	Auburn Jct.	8.0	
Toledo, Peoria & Western railroad	Forrest	Fairbury	5.5	
Detroit, Union Depot & Station Co. and Fort Street Union Depot Co.	Detroit, Union depot	Delray	4.6	
Chicago & Calumet Terminal railroad	Clarke Junction	State Line (Ind. and Ill.)	5.7	
Chicago & Western Indiana railroad	State Line (Ind. and Ill.)	Auburn Jct.	11.8	
Terminal Railroad Association of St. Louis	St. Louis Union depot	Tayon Avenue	.7	
Hannibal & St. Joseph railroad	Harlem	Kansas City	1.5	
Chicago, Rock Island & Pacific railroad	Ottumwa	Harvey	38.0	
Missouri Pacific railroad	St. Louis, Olive St.	Carr Street	.6	104.7
LINES BELONGING TO PURCHASING COMMITTEE.				
Attica, Covington & Southern railroad	Attica	Covington	14.8	
Champaign branch	Champaign	Sidney	11.7	
*Des Moines and St. Louis railroad	Harvey	Des Moines	49.4	
Total mileage operated				1,979.6

Note.—In addition to the above joint trackage arrangements, this company has an arrangement with the Missouri, Kansas & Texas railroad whereby it runs its passenger trains over the track of the Missouri, Kansas & Texas railroad between Hannibal and Moberly, a distance of seventy miles.
*The line from Albia to Harvey, 21.4 miles, is not now being operated and the mileage is not included above. This is a part of the Des Moines & St. Louis railroad, and belongs to the purchasing committee.

OFFICERS.

TITLE	NAME	LOCATION OF OFFICE
Chairman of the Board	O. D. Ashley	New York, N. Y.
President	O. D. Ashley	New York, N. Y.
Vice-Presidents	Edgar T. Welles	New York, N. Y.
	J. C. Otteson	St. Louis, Mo.
Secretary	F. L. O'Leary	New York, N. Y.
Treasurer	Wells H. Blodgett	St. Louis, Mo.
General Solicitor	D. R. Howard	St. Louis, Mo.
Auditor	E. B. Pryor	St. Louis, Mo.
Assistant Auditor	J. Ramsey, Jr.	St. Louis, Mo.
General Manager	W. B. Lincoln	St. Louis, Mo.
Chief Engineer	H. L. Magee	St. Louis, Mo.
General Superintendent	E. A. Gould	Peru, Ind.
Division Superintendents	W. A. Garrett	Decatur, Ill.
	J. E. Goodrich	Moberly, Mo.
Superintendent of Telegraph	G. C. Kinsman	Decatur, Ill.
Traffic Manager, Freight	M. Knight	New York, N. Y.
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.
Asst. 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.

WABASH RAILROAD COMPANY—CONTINUED.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
O. D. Ashley	New York, N. Y.	September 14, 1907.
George J. Gould	New York, N. Y.	September 14, 1907.
Edgar T. Welles	New York, N. Y.	September 14, 1907.
Henry K. McIlarg	New York, N. Y.	September 14, 1907.
C. J. Lawrence	New York, N. Y.	September 14, 1907.
P. B. Wyckoff	New York, N. Y.	September 14, 1907.
S. C. Reynolds	Toledo, Ohio.	September 14, 1907.
Edwin Gould	New York, N. Y.	September 14, 1907.
Thomas H. Hubbard	New York, N. Y.	September 14, 1907.
John T. Terry	New York, N. Y.	September 14, 1907.
Russell Sage	New York, N. Y.	September 14, 1907.
C. C. Macras	London, England.	September 14, 1907.
Francis Pavy	London, England.	September 14, 1907.

WINONA & WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
The Winona & Western railway.	Winona, Minn.	Osage, Iowa.	113.2	113.2

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	H. W. Lambertson	
First Vice-President	V. Simpson	
Secretary	Thomas Simpson	
Treasurer	M. G. Norton	
Assistant Treasurer	H. S. Johnson	
General Solicitor	Thomas Simpson	
General Superintendent	John J. Mahoney	
General Freight Agent	John J. Mahoney	
General Passenger Agent	John J. Mahoney	

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
Verrillano Simpson	Winona, Minn.	June 5, 1909.
H. W. Lambertson	Winona, Minn.	June 5, 1909.
M. G. Norton	Winona, Minn.	June 5, 1909.
William H. Laird	Winona, Minn.	June 5, 1909.
C. H. Lambertson	Winona, Minn.	June 5, 1909.
S. W. Hamilton	Winona, Minn.	June 5, 1909.
Royal D. Gore	Winona, Minn.	June 5, 1909.
Earl S. Youmans	Winona, Minn.	June 5, 1909.
Charles Horton	Winona, Minn.	June 5, 1909.

BURLINGTON & NORTHWESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
Burlington & Northwestern Railway Co. The company has leased the right to run over 13.77 miles of the B. O. R. & N. Ry. the distance between Burlington and Mediapolis.	Mediapolis.	Washington.		38.53
Total				13.77
				52.50

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barhydt	Burlington, Iowa.
First Vice-President	J. T. Remy	Burlington, Iowa.
Secretary	R. M. Green	Burlington, Iowa.
Treasurer	H. A. Kelley	Burlington, Iowa.
Attorney or General Counsel	K. M. Boden	Burlington, Iowa.
Auditor, Chief Clerk Acct Dept.	E. Law	Burlington, Iowa.
Manager	E. J. Goodspeed	Burlington, Iowa.
Superintendent of Telegraph	T. Dwight Ives	Burlington, Iowa.
Traffic, Chief Clerk		

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
T. W. Barhydt	Burlington, Iowa.	June, 1899.
J. T. Remy	Burlington, Iowa.	June, 1899.
W. W. Baldwin	Burlington, Iowa.	June, 1899.
W. F. McFarland	Burlington, Iowa.	June, 1899.
J. W. Bivha	Burlington, Iowa.	June, 1899.
Lyman Cook	Burlington, Iowa.	June, 1899.
C. E. Squires	Burlington, Iowa.	June, 1899.
H. O. Garrett	Burlington, Iowa.	June, 1899.
H. B. Scott	Burlington, Iowa.	June, 1899.

BURLINGTON & WESTERN RAILWAY COMPANY.

PROPERTY OPERATED

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
Burlington & Western Railway company. This company has, by payment of its proportion of joint expense of train service and track repairs, the right to run over the B. & N. W. railway.	Winfield	Oskaloosa		70.7
And thence to Burlington over the B. O. R. & N. W. railway, under contract of the B. & N. W. R'y company with that company.	Winfield	Mediapolis	19.77	
Total			19.77	104.2

BURLINGTON & WESTERN RAILWAY COMPANY'S—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	T. W. Barhydt.....	Burlington, Iowa.
First Vice-President.....	C. P. Squires.....	Burlington, Iowa.
Secretary.....	R. M. Green.....	Burlington, Iowa.
Treasurer.....	R. M. Green.....	Burlington, Iowa.
Attorney or General Counsel.....	W. L. Cooper.....	Burlington, Iowa.
Chief Clerk Account Department.....	K. M. Bodes.....	Burlington, Iowa.
Manager.....	R. Law.....	Burlington, Iowa.
Superintendent of Telegraph.....	E. J. Goodspeed.....	Burlington, Iowa.
Chief Clerk Traffic Department.....	T. Dwight Ives.....	Burlington, Iowa.

ORGANIZATION.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	DATE OF EXPIRATION OF TERM.
T. W. Barhydt.....	Burlington, Iowa.....	June, 1898.
C. P. Squires.....	Burlington, Iowa.....	June, 1898.
Lyman Cook.....	Burlington, Iowa.....	June, 1898.
J. W. Hlythe.....	Burlington, Iowa.....	June, 1898.
H. R. Scott.....	Burlington, Iowa.....	June, 1898.

DIGEST OF JUDICIAL DECISIONS.

DIGEST OF DECISIONS OF IOWA SUPREME COURT REFERRING TO
MATTERS AFFECTING RAILROADS

CROSSING—HIGHWAY. LOCATION OF STREET AFTER CONSTRUCTION OF RAILROAD.

Under code sections 464-470, 1276, providing for the condemnation by cities and incorporated towns of such real estate as may be necessary for any legitimate municipal use, a city may establish streets over the right of way of a railway company, as over any other private property.

In the absence of express legislation, a railroad company cannot be required to construct crossings over its right of way in order to prolong or connect streets established after the location and acquisition of the right of way.

Code 1873, section 1288, providing that every railroad shall "construct at all points where such railway crosses any public highway, good, sufficient and safe crossings and cattle guards and erect a sign at such points warning persons of the necessity of looking out for the cars," does not include overhead crossings. *City of Albia v. C. & N. W. R. Co.*, 71 N. W. Rep., 541.

DELAY IN DELIVERY OF FREIGHT.

A stipulation in a shipping contract that no claim "for loss or damage to stock," shall be valid unless presented to the carrier in writing within thirty days thereafter, does not apply to damage from depreciation in the market price of stock occasioned by the carrier's negligence to seasonably deliver to the consignee. *Kramer et al. v. C. & N. W. R. Co.*, 70 N. W. Rep., 119.

DELIVERY OF GOODS BY COMMON CARRIER.

Delivery of goods by a carrier on order of the consignee, without presentation of bill of lading, to one who had paid the consignee therefor, vests title as against one to whom after such delivery the consignee transfers the bill of lading.

A carrier by placing a car of goods on side track at point designated as most convenient for unloading by the person to whom the consignor has sold the goods and directed the carrier to deliver them without presentation of bill of lading, and by notifying such person thereof, makes a sufficient delivery to him of the goods as against one to whom the consignee thereafter transfers the bill of lading. *Anchor Mill Co. v. R. & N. W. R. Co.*, 71 N. W. Rep., 255.

EMINENT DOMAINS.

In a proceeding to condemn a right of way, certain witnesses considered the fact that the proposed right of way would destroy a connection between two tracts of the land by crossings under bridges in a highway. The court charged that the landowner had no right, without the consent of the supervisors, to so connect the two tracts, "and you should not consider that he had any such right, in arriving at your verdict in this case," and that "any evidence upon that subject is withdrawn from your consideration." *Held*: That the evidence was without prejudice to defendant. *Burns v. C. & N. W. R. Co.*, 70 N. W. Rep., 728.

ENGINE DERAILED AS RESULT OF STORM.

The rules of the company provided that whenever violent storms prevailed, trackmen should carefully examine the track; that station agents should see that the foreman was on hand with his men to protect the track; and that track foremen should immediately on the occurrence of such storms, take their men, and proceed over their sections, and, if any place was found unsafe, flag approaching trains. A storm having blown a limb upon the track, a locomotive picked it up, and carried it into another section, where it derailed the train. The accident occurred about 40 minutes after the storm commenced; and within a little over 30 minutes after it commenced, but after the train had passed the section where the branch was picked up, the trackmen were out inspecting said section. *Held:* That defendant was not negligent in not causing the section to be examined in advance of the coming of the train. *Cox v. C. & N.-W., 72 N. W. Rep., 301.*

FIRE FROM LOCOMOTIVE.

That a fire originated from sparks thrown by a locomotive may be established by circumstantial evidence. *Hemmi v. C. G. W. et al., 70 N. W. Rep., 746.*

JOINT RATES.*

Acts Twenty-second General Assembly, chapter 28, prohibiting common carriers from making unjust discriminations in their charges, applies where railroad companies voluntarily fix joint rates.

Acts Twenty-third General Assembly, chapter 17, section 1, providing that unjust discrimination made by railroad companies in fixing joint rates shall be punished under acts Twenty-second General Assembly, chapter 28, is constitutional.

A petition alleging that two railroad companies voluntarily established joint rates, and charged plaintiff a rate in excess of the same joint rates on like shipments, at the same time, which were made to other points for like distances over their lines of road, makes a *prima facie* case, showing that they have violated acts Twenty-second General Assembly, chapter 28, as to discrimination. *Blair et al. v. S. C. & P., 73 N. W. Rep., 1053.*

LOSS OF LIVE STOCK IN TRANSIT.

In an action to recover the value of horses and other property burned while on defendant's train, the evidence showed that, at a certain station where the train stopped, plaintiff shipper, who by the contract was to accompany the stock, left the car and went to the caboose, but left it, before the train started, to return to the stock car. He was not thereafter seen on the train. After the train started the car was found to be on fire, and the stock therein was destroyed. Plaintiff claimed to have been left at the station at which the train stopped, but his testimony was uncertain and contradictory. There were not as many carcasses of horses found in the car as plaintiff claimed to have shipped, and his reputation for truth was bad. The evidence tended to show that he set the fire. *Held:* That he was not entitled to recover. *Faust v. C. & N.-W., 73 N. W. Rep., 623.*

PERSONAL INJURY.

To Employee in Machine Shop.—An employe operating a machine in defendant's machine shops is a fellow servant of a machinist engaged in placing shafting, though the same foreman did not have control over them.

If the master furnishes suitable trestles and planking for the erection of a scaffold to enable a fellow servant of plaintiff to place shafting, plaintiff, who was at work near where the scaffold was erected, cannot recover for injuries received on account of a plank falling

* For full decision in this case, see pages following this digest.

from the scaffold by reason of the failure of the fellow servant to fasten it, whereby it slipped by reason of a ladder used to mount the scaffold being placed against it instead of the trestle, though the ladder was crooked and was so placed because it stood firmer, where there were other ladders the servant could have used which were in perfect condition. *Trcka v. R. C. R. & N., 69 N. W. Rep., 422.*

At Highway Crossing.—A general verdict for plaintiff for injuries caused by a failure of a locomotive approaching a highway to give signals at the distance therefrom required by acts of the Twentieth General Assembly, ch. 104, § 1, whereby plaintiff's horse approached near the railroad and became frightened, is not overcome by special findings that plaintiff did not look or listen for a train before reaching an opening, 134 feet from the railroad, in a hedge extending along the side of the highway, and that there was a place between such opening and plaintiff's house (the distance not being shown) at which plaintiff could have known of the approach of the train if she had looked and listened. *Case v. O. M. & St. P., 69 N. W. Rep., 538.*

To Employee Boarding Switch Engine.—Plaintiff, a switchman on defendant's railway, fell while attempting to climb upon the footboard of a slowly moving switch engine, but caught hold of the footboard, by which he was dragged for 167 feet, when his foot was crushed. During this time he continually cried out for the engineer to stop. A person on the footboard, near its center, though standing, would be shut off from the view of those on the engine. The bell was ringing and there were four persons on the engine, all of whom testified that they heard no outcry, but stopped the train at once on being signaled by a bystander. *Held:* That the fact that plaintiff's outcry was heard by persons standing at a distance from the engine would not justify a finding that it was heard by those on the engine, and that there was no evidence of negligence on the part of any of the employes, which would render defendant liable for the injury.

A switchman who stepped in the center of the track, in front of a moving engine, for the purpose of climbing on the footboard, and slipping, fell and was injured by the wheels, where both the footboard and handrail extended a foot beyond the rail and could have been reached from the side, and when there was another footboard on the rear of the engine, was guilty of contributory negligence, precluding a recovery for the injury. *Ferguson v. C. M. & St. P., 69 N. W. Rep., 1033.*

Beneficial Association.—An association organized by a railroad company for the benefit of the members in case of injury to them, or of the beneficiaries named in the membership certificate in case of their death, the relief fund of which is raised from monthly payments by the members, who are employes of the road only, any deficiency being made up by the company, is not an insurance company, but a beneficial society.

An agreement in a certificate of membership in a benefit association organized by a railroad company to which it contributes, and the expenses of which are paid by it, that, in case any member or his beneficiary accepts benefits due by reason of accident on account of his membership, the company shall be released from liability on account of the sickness, injury or death of such member, is not against public policy.

A railroad company organized a relief department, solely for its benefit and the benefit of its employes who became members thereof. Each member was required to contribute a fixed amount monthly to the relief fund, to be used to furnish relief to its members in cases of accident or sickness, and, in case of their death, to provide something for their beneficiaries, and to make certain, in cases where the benefits of the department were accepted, the liability of the company for injuries caused by its negligence. *Held:* That an agreement by the company to aid the department by paying its expenses and making up any deficiency in benefits due members was not outside of its powers.

An employe of a railroad company, which had a relief department for the benefit of its employes, was injured. His membership certificate provided that, by accepting benefits due him by reason of accident, the company should be relieved from liability on account thereof. *Held:* That where he accepted some benefits under a mistake, supposing his injuries were only temporary, and he made no effort to return the money after the mistake was ascertained, the company was not liable. *Maine v. C. R. & Q., 70 N. W. Rep., 630.*

Boarding a Moving Train.—Under the statute of Illinois forbidding any person to board a moving train, except in compliance with law or by permission, under the lawful rules and regulations of the company, a person injured while attempting to board a moving train within the state of Illinois cannot recover unless it appears that he was acting in compliance with law, or by permission, under the lawful rules of the company.

Where such attempt was made by the permission or direction of the conductor of the train the burden is on the plaintiff to show that the permission or direction relief on was in accordance with the rules and regulations of the company. *Young v. C. M. & St. P., 69 N. W. Rep., 682.*

To Employee Falling in Pit.—Deceased was employed as an engine wiper at defendant's roundhouse, and, on a dark night, was ordered to assist the clinker-pit gang at a turntable. On his way to the turntable he fell into a pit of boiling water discharged from the engines. The pit was caused by a break in a sewer used for carrying off such water, and a ditch had been dug along such sewer up to the pit. Deceased knew of the ditch, but did not know of the pit. There were no guards around it, but a red light was burning about five feet from the place where deceased fell in. *Held:* That he was not guilty of contributory negligence as a matter of law.

In an action for the death of a servant, no presumption arises that he was warned of the danger from the absence of evidence that he was not warned.

In an action for the death of an engine wiper employed by defendant, evidence that before he worked for defendant he had been a plasterer, and that the average wages of plasterers at the time of his death was \$4 per day, was admissible. *Grimmelman v. Union Pacific*, 70 N. W. Rep., 90.

Liability for Negligence of Fellow Servants.—A car inspector required to go between and under cars is exposed to hazards peculiar to the operation of a railroad, within code section 1307, making railroad companies liable to their employes for the negligence of fellow servants; and recovery can be had for the death of an inspector killed by the negligent running of cars against the train under which he was working.

The application of this section of the code to an employe depends on the nature of the hazards to which he is actually exposed; not of those which may have been contemplated in his employment.

A car inspector killed by the negligent running of cars against the train under which he was working was not guilty of contributory negligence, as a matter of law, in not complying with a rule requiring him to put a red flag on the train, as a notice of his presence, where he had the express promise of the yard foreman, who controlled the movement of trains in the yard, that no cars should be sent back on that track. *Canon v. C., M. & St. P.*, 70 N. W. Rep., 735.

Malpractice of Company's Surgeon.—A railroad company is not liable for the malpractice of its surgeons in treating injured employes where it exercises due care and diligence to select surgeons who are reasonably competent. *Maine v. C., B. & Q.*, 70 N. W. Rep., 691.

At Highway Crossing.—Where one having control of a team is driving over a railroad track at a street crossing without looking or listening for trains, or, where there are obstructions rendering looking useless, without stopping to listen, it is contributory negligence. *Moore v. C., St. P. & K. C.*, 71 N. W. Rep., 599.

Employe of Railroad.—Where a helper at a roundhouse knew of the existence of a hole in the turntable, and had noticed its location every night that he had worked there up to the time of the accident, and entered no complaint therefor, he assumed the risk of working on such defective turntable though he may have seen the bridge carpenter measuring it; there was no promise of repair.

Where the helper at a roundhouse, knowing that an engine within three feet of the turntable was still moving, voluntarily went in front of it, where there was no emergency compelling him to act, he cannot recover for injuries received thereby. *Cowles v. C., R. I. & P.*, 71 N. W. Rep., 589.

Employe of Railroad.—Where it is a servant's duty to keep appliances properly constructed, in safe condition for use, he cannot recover for an injury to himself caused by their unsafe condition. *Conway v. C. G. W.*, 72 N. W. Rep., 513.

Employe of Railroad.—The foreman of a gang of bridge repairers, who is furnished with a flag and charged with the duty of signaling approaching trains to slow up if the condition of the bridge requires it, is engaged in the operation of the railroad, within the meaning of the code of 1873, section 1307, which renders railroad companies liable for injuries to employes caused by the negligence of co-employes "engaged in the operation of any railway"; and the railway company is liable for the death of an employe who was killed by the derailment of a train while crossing the bridge owing to the foreman's neglect to signal the train to slow up. *Keasley v. Ill. Cent.*, 72 N. W. Rep., 545.

Persons on Track.—For many years the bridge and track of a railroad company at and near the place of an accident had been in almost constant use as a footpath, so that a path had become well worn. Persons living in the neighborhood of the bridge and track, and also the villagers, used the path in going to and from the depot, village and school. The bridge passed over a highway, and access to the bridge was had by means of a ladder. It did not appear who erected the ladder. There was no evidence that the company had ever given license to use the bridge or track as a footpath, or that it had ever attempted to prevent such use. The company's employes knew of the ladder. It was in plain view of all train operatives,

and defendant's superintendent had been in a position where he might have seen it. *Held:* That a finding that the bridge and track were used as a footpath with the consent of the company was warranted.

A railroad company owes no duty to a trespasser on its track until its employes actually see him on the track in a place of danger.

When a railroad company impliedly assents to the use of portions of its track as a footpath, employes operating trains thereon are bound to exercise care to ascertain if persons are on the track at those places. *Thomas v. C., M. & St. P.*, 72 N. W. Rep., 783.

At Depot.—A depot platform had at the north end steps for the use of the public and at the south an apron from the ground for the same purpose. There was a well defined footpath going from the public street across the track to the platform. It would not have been proper to have the grounds fenced, nor could the path have well been obstructed. *Held:* That the railroad company gave no license or invitation to anyone to approach the track by the path, and cross the track to the east side of the platform, so as to render it liable to a person injured in so doing, without negligence on its part. *Helsa v. C., R. I. & P.*, 73 N. W. Rep., 787.

At Depot on Ice Platform.—Where a defendant railroad company allowed ice to form several days on its platform from the drippings from the roof of its depot, which by the exercise of ordinary care could have been known of and either removed or rendered harmless, it is negligent and responsible to one who, without negligence, is injured thereby.

Plaintiff testified that he walked down an inclined depot platform with which he was familiar, noticed that there was ice upon it, and afterwards, within a few minutes, while standing near it, carelessly stepped backward upon it, and slipped and fell, injuring himself. *Held:* That his own negligence produced the fall and injury. *Waterbury v. C., M. & St. P.*, 73 N. W. Rep., 341.

At Highway Crossing.—In an action for death by wrongful act, it is presumed, until the contrary appears, that deceased, prompted by the instinct of self-preservation, exercised ordinary care. *Dalton v. C., R. I. & P.*, 73 N. W. Rep., 340.

On Street Crossing.—The fact that a railway company lays its tracks to a public street, with the space between the main rail and the guard rail wider than is usual or necessary, and without proper filling below the balls of the rails, will warrant a jury in finding negligence in an action by one whose foot was crushed by approaching cars before he could extricate it from between the main rail and the guard rail, where it was caught, while he was walking along the street.

A fourteen year old boy, who is walking along a railroad track in a public street, where he has a right to be, is not negligent, as a matter of law, in permitting his attention to be diverted from the place where he is walking, to an approaching train; and he is not thereby precluded from recovering for injuries to his foot, which was caught in the rails, and crushed by the cars before he could extricate it. *Goodrich v. B., C. R. & N.*, 73 N. W. Rep., 833.

To Railroad Employe.—A brakeman, whose attention was taken up in the discharge of his duties, was struck by bolts projecting from a truss built on the side of a bridge, when he was on a ladder of a freight car. *Held:* That it could not be said, as a matter of law, that he was negligent in not looking out for dangers that resulted from an improper construction of the bridge, and of which he had no knowledge. *Brice v. C., M. & St. P.*, 73 N. W. Rep., 789.

REASONABLE RATES.

A railroad company making an unreasonable freight charge is not relieved from liability to the shipper in treble damages therefor under acts Twenty-second General Assembly, chapter 23, sections 2, 3, by the fact that the rate charged was that fixed by the railroad commissioners under section 17, providing that the commissioners shall make a schedule of reasonable maximum rates, which shall be "prima facie evidence that the rates therein fixed are reasonable." *Barris et al. v. C., B. & Q.*, 71 N. W. Rep., 339.

REFUSAL TO RECEIVE CARS OF CONNECTING LINE.

Plaintiff shipped lumber to Des Moines over a certain railroad. The cars were delivered to a terminal company, engaged in switching cars, and tendered to defendant company to be hauled to points on defendant's line. Defendant refused to receive the cars, but offered to take the lumber on its own cars, stating that the first carrier had forbidden it to use its cars,

Plaintiff, in a talk with the original carrier's agent after the original contract of shipment was made, obtained from him permission for the use of the first carrier's cars by defendant in the shipment of plaintiff's lumber. *Held*: That an order directing defendant to receive the cars and the lumber loaded thereon tendered by plaintiff, and transfer it over defendant's railway to the stations set forth in the application, and to receive and transport "all such other and further cars, and lumber loaded thereon, as may be loaded with lumber of plaintiff and under its direction and control, that plaintiff may hereafter tender for shipment over defendant's line," was not justified by code section 1292, providing that every railway corporation shall draw over its road the cars of connecting railways. *Green Bay Lumber Co. v. C., R. I. & P., 71 N. W. Rep., 496.*

REGULATIONS OF CARRIERS.

Regulations prohibiting passengers from taking dogs with them in passenger cars, and requiring payment for carrying dogs in baggage cars, are reasonable.

Where a passenger takes a dog with him into a passenger car, contrary to the rules of a railroad company, and refuses to remove him when requested, the conductor is justified in removing both from the car in a proper manner, though the passenger has paid his fare. *Gregory v. C. & N.-W., 69 N. W. Rep., 522.*

STOCK KILLED.

Farm Crossing Gates Left Open.—Defendant's section men closed gates opening from D's property on the track twice. After closing them the second time they stopped to repair the tracks about fifty yards distant. D passed through the gates and left them open, and plaintiff's cattle, having escaped from his land onto D's land, went through the gates onto the track and were killed. *Held*: That defendant was not liable. *Harding v. C., M. & St. P., 69 N. W. Rep., 1019.*

On Right of Way.—Where the gate in a right of way fence at a farm crossing, which was an ordinary gate, sliding between two posts at each end, and to open which it was necessary to shove it back on a line with the fence, and then carry it round, appeared to have been opened by pushing it back and toward the railroad track, permitting the escape of horses to the right of way, no want of ordinary care in the construction or maintenance of such gate was shown, in the absence of evidence that it was defectively constructed, or out of repair or required some other mode of fastening.

Where the engineer of a train by which horses were killed, first saw such horses as they were getting on the track, and on seeing them whistled for brakes, and reversed the engine, which was running down grade at twelve to fifteen miles an hour, toward an open bridge, there was no showing of negligence in the management of such train.

In an action for damages for horses killed by a train, where it appeared that such horses came on the track by passing through a gate in the right of way fence, the jury should have been instructed that, having enclosed the right of way at the places where the horses were, defendant was not bound to anticipate that they would be on the track, but had a right to presume that the track was clear; and that defendant owed no duty to plaintiff in relation to such trespassing animals until their presence was discovered, and then owed only the use of ordinary care to avoid injury to them. *Mears v. C. & N.-W., 72 N. W. Rep., 509.*

Defective Cattle Guard.—Where a horse had crossed a defective cattle guard on the right of way of a railroad, and after recrossing onto the highway was killed, the defective cattle guard will be held to be the proximate cause of the injury, where the immediate cause of the horse being on the highway was the defective cattle guard. *Riley v. C., M. & St. P., 72 N. W. Rep., 488.*

USE OF RIGHT OF WAY AT STREET.

Although it is not shown that the person representing a railroad company had authority to agree with the land owner that part of the right of way should be given for street purposes, the company, by leaving the land unfenced, as part of the street, and knowing that it was so used, and that improvements were made in view of its continued use as a street, adopted the agreement. *B., C. & N. Ry. Co. v. City of Columbus Junction, et al., 73 N. W. Rep., 501.*

DECISION OF IOWA SUPREME COURT IN MATTER OF JOINT RATES.

[In the Supreme Court of Iowa. Filed January 27, 1898.]

J. R. Blair, appellee, v. The Sioux City & Pacific Railway company, and the Chicago & North-Western Railway company, appellants.

H. Holloway, appellee, v. The Sioux City & Pacific Railway company, and the Chicago & North-Western Railway company, appellants.

John E. Brown as administrator of the estate of A. Brown, deceased, substituted as plaintiff, appellee, v. The Sioux City & Pacific Railway company, and the Chicago & North-Western Railway company, appellants.

G. W. Macey, appellee, v. The Sioux City & Pacific Railway company, and the Chicago & North-Western Railway company, appellants.

Appeal from Pottawattamie district court, N. W. Macey, judge.

Action to recover of the defendants for alleged unreasonable, extortionate and illegal freight charges on hay.

Judgment against defendant companies and they appeal.

Hubbard & Dawley, for appellants; Hari & McCabe, and Spencer Smith, for appellees.

By the Court.—1. These four cases are presented on one record and are to be disposed of in one opinion. The pleadings and rulings and the orders and judgments entered are alike in each case save and except as to the amount involved and as to the amount of the judgments. The pleadings and rulings cover sixty-four printed pages, and the statement of them by appellant covers fifteen printed pages. It will therefore be seen that it is not practicable to set out even a full summary of them, but we shall endeavor to make a statement of the material portions and of the rulings, to the end that what we may say may be correctly understood and properly applied.

These plaintiffs, between January 1, 1896, and the bringing of these suits in 1899, shipped baled hay from Whiting and Blencoe, Iowa, stations on the line of the Sioux City & Pacific railway, to Council Bluffs, Iowa, a station on the line of the Chicago & North-Western railway. The original petition charges that the defendants "charged, demanded and received of plaintiffs for said shipments the sum of two local tariffs of said lines from Whiting (or Blencoe) to Missouri Valley, and from Missouri Valley to Council Bluffs; that at and about the time said shipments of baled hay were made * * * the defendant corporations were charging on shipments of baled hay from said stations of Whiting and Blencoe to points on the Chicago & North-Western railway east of Missouri Valley, and for the like distance from the point of shipment at Council Bluffs, the joint rate tariff fixed by the board of railway commissioners of the state of Iowa, which joint rate tariff was less for like distance than the sum of the two locals charged by these defendants on shipments made at about the same time, of the same merchandise, and for like distance, to points on the line of defendants' roads." It then stated that the charge of the sum of the two local tariffs as aforesaid was in excess of the joint rate for like distances as fixed by the railway commission; that said charge was a violation of the joint rate law, and constituted an unjust discrimination, and was an unreasonable and extortionate charge. That plaintiff was damaged by reason of said extortionate and unjust charges and discrimination and charges in excess of joint rates fixed by said railway commissioners, a certain sum, which was stated. That more than fifteen days before the commencement of this action written notice and demand was made upon each of said defendants for the amount of damages accruing to plaintiff on each of said shipments, and defendants have failed to pay the same, whereby they have become liable to plaintiffs in three times the amount of the said damages, and judgment is claimed for said sum. The defendant demurred to these petitions upon the ground that there was no law requiring the defendants to make a joint rate for the shipment of freight over their lines; that the provisions of chapter 22, acts of the Twenty-second General Assembly, and of chapter 17, acts of the Twenty-third General Assembly, are unconstitutional, being in violation of the federal and state constitutions; that the board of railway commissioners had no authority to fix a joint rate for shipments over the defendants' lines of railway; that it was not unlawful for each of the defendants to charge its regular local tariff for transporting said hay; that it was not unlawful for the defendants to charge in the aggregate for shipments the sum of two local tariffs on said lines; that it was not averred that the board of railway commissioners had given notice to defendants of the hearing at which the alleged joint rates were fixed, and that there is no joint liability of the defendants shown by the petition.

Said demurrer was overruled, and thereafter plaintiff filed an amendment to his petition alleging:

"That the shipments which have been referred to in the petition herein were through shipments from Whiting to Council Bluffs; that through billing was issued therefor and a

through rate for the transportation thereof fixed, demanded and received by the defendants; that the said rate so fixed, demanded and received by the defendants for transportation of said hay equalled the sum of the two local tariffs from Whiting to Missouri Valley and from Missouri Valley to Council Bluffs, and that said charge was unreasonable, unjust, extortionate and discriminating, in excess of the joint rate fixed by the board of railway commissioners of the state of Iowa and in excess of the joint rates fixed and charged by the defendants for joint shipments of like character for like distances on their respective lines at or about the time of the shipments in controversy herein, as is more fully alleged in plaintiff's original petition."

To the petition as amended the defendants again demurred for substantially the same reasons set out in the first demurrer. Before this demurrer had been ruled upon, the plaintiff again amended its petition, alleging that the through billing of the hay was made by defendants in pursuance of a contract or agreement entered into between defendants for the through transportation of freight over their respective lines, and establishing between them joint through rates for such transportation of freight from points on the Sioux City & Pacific railway to points on the line of the Chicago & North-Western railway, and from points on the latter railway to points on the former railway, and providing for a division of such through rates in proportion to the mileage of said shipments over each of said respective lines, said contract covering all points in Iowa on their respective lines.

That said freight was received in pursuance of said agreement by said Sioux City & Pacific company, it under said contract fixing a through rate therefor and collecting the same, and thereafter making division thereof with its co-defendant pursuant to said contract.

"That said through joint rate on said shipments so charged to this plaintiff exceeds 80 per cent of the sum of the two locals from the point of shipment to Missouri Valley and from Missouri Valley to Council Bluffs."

That, during the entire period covered by the shipments referred to, the defendants, on their through shipments to points on the line of the Chicago & North-Western railway east of Missouri Valley, charged as a through joint rate 80 per cent of the two local tariffs from the point of shipment to Missouri Valley and from Missouri Valley to the point of destination.

The defendants filed a motion to strike a part of this amendment. The demurrer and the motion to strike were overruled.

A motion which had previously been made for the production of books and papers was by agreement sustained.

Thereupon the defendant, the Chicago & North-Western Railway company, filed its answer admitting that plaintiff shipped the hay claimed, at and for the rates, charges and prices stated in the petition.

Admits that on joint shipments over the Sioux City & Pacific railroad from Whiting to Missouri Valley and thence east from the Valley over the Chicago & North-Western railway, they charged 80 per cent of the sum of the two locals as alleged; admits the service of the written notice and demand.

Admits that plaintiff's shipments were made on a through billing by virtue of an agreement between the defendants and that the rates charged were divided between them in pursuance of such agreement and admits that said joint through rate on said shipments so charged the plaintiff for a greater portion of the time exceeded 80 per cent of the sum of the two locals.

That from July 9, 1890, to April, 1893, the rate was less than 80 per cent of the two locals.

Admits that during the entire period covered by the shipments of plaintiff the defendants on their through shipments to points on the line of the Chicago & North-Western railway, east of Missouri Valley, charged as a through joint rate 80 per cent of the two local tariffs from the point of shipment to Missouri Valley and from Missouri Valley to the point of destination.

Avers that the rate charged plaintiff was less than the sum of the two local tariffs between the points heretofore mentioned.

That on July 9, 1889, the defendants put in operation a special joint tariff on baled hay of 1054 and all shipments of plaintiff after that date were made under such joint tariff.

Avers that during all of the time of the shipments made by the plaintiff as alleged by him, the defendant had the lawful right to charge its local tariff from Missouri Valley to Council Bluffs on said shipments and denies that the charge made and collected of the plaintiff was unlawful or that it constituted discrimination, extortion or an unreasonable charge.

That from February, 1889, the distance tariff and classification made by the Iowa railroad commissioners has been in force over the defendant's lines; it has not made any charge in excess thereof and such rates were reasonable by force of the statutes of the state. The plaintiff filed a further amendment to his petition alleging that the tariff charged by the

defendants on shipments to points on its line of road east of Missouri Valley was less than the sum of the two locals and less than the tariff charged plaintiff on shipments of the same kind for like distances to Council Bluffs.

That the amounts charged to plaintiff on such shipments referred to in the petition exceeded the tariff charged for like shipments at and about the same time and for like distances to points east of Missouri Valley by the amount claimed as overcharge in the petition. The defendant filed a motion and a demurrer to the petition and amendments. The demurrer was in effect the same as the one before referred to. Prior answers filed were withdrawn and the demurrer was overruled, whereupon the defendant refiled its answer. The defendant also answered in denial of the facts stated in the last amendment.

Thereupon the plaintiff filed a further amendment as a substitute for a prior one and in substantially the same language, which pleading was verified by one of the plaintiffs' attorneys and there was annexed thereto interrogatories to be answered by the defendant.

Thereafter defendant moved to strike said amendment, which motion was overruled and the defendants were given ten days in which to answer the interrogatories. Defendants then filed an answer to said amendment denying the allegations therein contained.

On the same day defendant filed objections and exceptions to the interrogatories because the same were not attached to plaintiff's original petition; because the statute did not require a corporation to answer interrogatories attached to pleadings; because all of them were immaterial, irrelevant and incompetent. This motion was overruled and the defendant allowed ten days to answer interrogatories.

After the expiration of the ten days plaintiff moved to strike the answer from the files because the defendant had failed and refused to conform to the order and rule of the court requiring them to produce books and papers, and because they had neglected and refused to answer the interrogatories.

Thereafter the court granted the defendant leave to answer the interrogatories without prejudice to plaintiff's motion to strike. Whereupon the defendant filed its answer to said interrogatories. Nearly all of the answers were in the following language: "I do not know; and I further state that I know of no officer of the defendant corporation that has actual personal knowledge of the facts called for in this interrogatory."

These answers were sworn to by the general manager of the defendant who says "that the information required by the said interrogatories is not within my actual personal knowledge nor the actual personal knowledge of any officer of this answering defendant corporation." Thereupon the plaintiff moved to strike said answers because they were a manifest and palpable evasion and disregard of the order of the court; because the answers are shown to be made by a person having no knowledge from which to make answer; said answers do not pretend to give the information and knowledge of the defendant with reference to the matters that were the subject matter of the interrogatories.

This motion was sustained and defendant ordered to make full and candid answers to said interrogatories before August 27, 1895.

The defendant then filed an answer to said interrogatories avowing that its answers theretofore filed were full, candid and true and reiterated the same as its answer.

Another motion to strike this last answer was filed by plaintiff because the answer was immaterial, irrelevant and flippant.

Thereafter the court entered an order striking the amended answer to interrogatories from the files and also ordered that as defendant had failed to file full and candid answers to the interrogatories as required by the court that in default thereof the answer filed in the case by the defendant should be quashed and stricken from the files.

Thereafter defendant was adjudged to be in fault and on the pleadings and proof adduced by the plaintiff a judgment was entered in each case against the defendant, which was ordered to draw 6 per cent interest from its date.

The defendant excepted to the judgment and to all rulings made against it.

3. Appellant's counsel contend that the petition can not be treated as stating a cause of action for discrimination under the common law. We are satisfied that no such claim is made in the pleadings; we think the cause of action is based upon the statute. It is not to be denied that the petition, and the several amendments thereto, are not as clear and definite in statement, fixing the basis of the cause of action, as they might be.

A careful consideration of all of the pleadings leads us to the following conclusions: The original petition and motion to state a cause of action:

First.—For violation of joint rates which were fixed by the board of railway commissioners.

Second.—For a violation of the joint rate law.

Third.—For unjust discrimination, extortion, etc.

A further paragraph in the petition as to damages sustains our view of the purpose of the pleader. It reads "that plaintiff was damaged by reason of said extortionate and unjust charges and discrimination, and charges in excess of the joint rates fixed by the board of railway commissioners," etc.

This action was commenced before this court had determined the case of the State v. C. B. & Q. Ry. Co., 90 Iowa, 594; 55 N. W. Rep., 1920. By subsequent amendments to the petition, the claim for recovery, so far as it had theretofore been based upon the thought that the rates charged were in excess of the joint rates fixed by the railway commissioners, seems to have been abandoned.

These amendments placed plaintiff's right to recover upon two grounds:

First.—That the defendants had voluntarily established joint rates between the points named in the petition and Council Bluffs, and likewise between the shipping points and points on the line of the Chicago & North-Western railway east of Missouri Valley; and that said joint rate charged the plaintiff on his shipments to Council Bluffs constituted an unjust discrimination against him as to his said shipments from Whiting to Council Bluffs; and

Second.—That said rates so charged the plaintiff were unreasonable and extortionate and in violation of the joint rate law.

Inasmuch as by the amendments it appears that the rate in fact charged the plaintiff was less than the rate fixed by the railway commission, it is clear that upon the issues as finally made there could have been no intent to claim a recovery on an alleged charge greater than that fixed in said commission's rates.

As we view the pleadings, both the original petition and the amendments stated a cause of action for discrimination, and in the amendments the further cause of action was stated that these defendants had voluntarily established a joint rate over their lines of railway and that they had charged the plaintiff a rate in excess of the same joint rate, on like shipments, at the same time, which were made to other points for a like distance over their lines of road.

Appellant contends, and correctly, that the joint rates attempted to be established by the board of railway commissioners under chapter 17, acts of the Twenty-third General Assembly, were held void and of no effect. State v. C. B. & Q. Ry. Co., *supra*.

In that case the validity of the joint rate law was not passed upon; the holding was, in effect, that, if the law was valid, the joint rates attempted to be established by the railway commission were invalid because notice was not given to the railway companies as the statute required.

In the same case it was said that chapter 23 of the acts of the Twenty-second General Assembly did not refer to joint rates.

What was said in that case, was with reference to the authority or power of the commissioners to fix a joint rate; that was the subject under consideration.

In acts of the Seventeenth General Assembly, chapter 77, section 12, it is provided that "no railroad company shall charge, demand or receive from any person, company or corporation an unreasonable price for the transportation of *** property ***."

The next section of the same act provided as a punishment for a violation of the provisions of the act that such violation should forfeit to the party aggrieved three times the actual damages sustained or overcharges paid, with costs and attorney's fees.

By the act of the Twenty-second General Assembly, chapter 28, which, in terms, applies to all cases of the transportation of property by railroads within the state, it is provided that "all charges made for any service rendered *** in the transportation of *** property in this state, *** shall be reasonable and just; and every unjust and unreasonable charge for such services is prohibited and declared unlawful."

"If any common carrier subject to the provisions of this act shall, directly or indirectly, by a special rate, rebate, drawback, or other device, charge, demand, collect or receive from any person or persons a greater or less compensation for any service rendered *** in the transportation of *** property subject to the provisions of this act, than it charges, demands, collects or receives from any other persons for doing *** a like and contemporaneous service in the transportation of a like kind of traffic, such common carrier shall be deemed guilty of unjust discrimination ***." Acts Twenty-second General Assembly, chapter 28, section 3.

Section 4 of the same act prohibits the giving of any preference or advantage to any particular person *** or locality *** in any respect whatsoever, and likewise prohibits the subjecting of any person or locality to any prejudice or disadvantage in any respect.

In section 5 of the same act it is provided "and said common carrier shall charge no more for transporting freight to or from any point on its railroad than a fair and just rate as compared with the price it charges for the same kind of freight transportation to or from any other point."

By section 9 of the same act the violation of the provisions of the chapter are made to subject the offending carrier to three times the amount of the damages sustained, with costs and attorney fees. Appellant contends, and appellee seems to concede, that the foregoing provisions had in contemplation single line railway, and had no application to joint rates voluntarily established between two or more lines of railway.

The language used is broad enough to apply to and cover all shipments, whether made over a single line or over two lines, and we think the provisions quoted are as applicable to the one case as to the other.

There is nothing in State v. C. B. & Q. Ry. Co., *supra*, at all in conflict with this holding; as we have indicated the sole question considered in that case so far as it discussed the provisions of chapter 28, acts Twenty-second General Assembly, was that that chapter did not make provisions for the compulsory fixing of joint rates. That opinion recognizes the fact that chapter 28 contemplated that railway companies might voluntarily make joint rates. We discover no reason why the provisions of the act of the Twenty-second General Assembly as to discriminations and the punishment therefor should not be applied to cases wherein the railway companies voluntarily fix joint rates.

That such was the intention of the legislature is plain, for in chapter 17, acts Twenty-third General Assembly, section 1, it is provided: "that chapter 23 of the acts of the Twenty-second General Assembly be and the same hereby is amended as follows: That said chapter 23 of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this state, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the state, shall not be considered a violation of chapter 23 of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of this section shall not be construed to permit railway companies, establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter 28 of the acts of the Twenty-second General Assembly."

If this section is valid and in force it also clearly covers a case of discrimination under a voluntary joint rate.

It is contended that this whole chapter 17, acts Twenty-third General Assembly, providing for joint rates, is unconstitutional and void. The constitutionality of this entire act was upheld in B. C. B. & N. Ry. Co. v. Day, 82 Iowa, 412; 48 N. W. Rep., 98.

In that case Judges Rothrock and Robinson dissented from the holding as to a part of the statute. As to section 1 of the act, however, the court was united in holding it constitutional.

On the second appeal in the same case, 89 Iowa, 13; 56 N. W. Rep., 267, the former opinion was adhered to as being the law of the case. In that opinion the writer said: "In thus disposing of this case we are not to be understood as approving of the correctness of the former holding. Some of us are content with the result reached in the former opinion, others—the writer included—do not approve of some of the reasoning and conclusions found in the opinion rendered by a majority of the court as then constituted, and do not wish to be bound by it in any other case."

Whatever might be the views of a majority of this court as now constituted as to other sections of chapter 17, acts Twenty-third General Assembly, we have no doubt of the constitutionality of section 1 of the act. In the case at bar the validity of other sections of the act is not involved, and hence not decided.

The sections heretofore quoted clearly define what shall be deemed discrimination. It can not be doubted that the facts recited in the petition as well as in the amendments thereto make a *prima facie* case of violation of the statute as to discrimination. The plaintiff, shipping hay from Whiting to Council Bluffs, was charged more than the defendant charged others for a like service, at the same time, for shipments the same distance between points on the Sioux City & Pacific railway and points on the Chicago & North-Western railway. The defendants were properly overruled.

We are not determining whether or not, when joint rates are thus voluntarily established, the railway companies might not under some circumstances charge one person more for carrying the same kind of freight a like distance than they charge another person.

Whether such discrimination would be "unjust discrimination" within the meaning of section 1, chapter 17, acts of the Twenty-third General Assembly, we need not here decide. Such discrimination would be presumably unjust.

Third.—Error is assigned upon the rulings of the court requiring the defendants to answer the interrogatories attached to the plaintiff's amended petition.

It is said that corporations cannot make answers to interrogatories provided by our statute to be annexed to pleadings, and that no provision is made requiring them to make answers thereto. The statute provides that either party may annex to his petition, answer or reply, written interrogatories to any one or more of the adverse parties concerning any of the material matters in issue in the action, the answer to which, on oath, may be read by either party as a deposition between the party interrogating and the party answering.

Code, section 2693: The party answering may, in addition to responding to the interrogatories, state any new matter concerning the cause of action.

Code, section 2694: The answer to the interrogatories must be verified by the affidavit of the party answering to the effect that the statements in them made by his own personal knowledge are true, and those made from information he believes to be true.

Code, section 2695: Appellant's counsel seem to discover a difficulty under the statute in requiring a corporation to answer because by the statute the answer is to be made by a "party" and that party is to verify the answers; that the answers are to be used as testimony; and that only human beings can give testimony (Code, section 3535); that a corporation, being an artificial person, cannot give testimony nor take an oath nor be convicted of perjury. We may add that the same can be said of a partnership.

These and other objections do not impress us as showing that the legislature did not intend these provisions of the statute to apply to corporations. The objections are purely technical and without real merit.

The statute is general in terms, its language is broad enough to apply to a corporation as to a person, and we are not authorized to engraft upon it, by construction, an exception which it does not appear that the legislature intended to make, and which the policy of the law clearly dictates should not be made.

This precise question has never been determined by this court, but it was in *Gollobtsch v. Railbow*, 84 Iowa, 957; 51 N. W. Rep., 48, "when the party to whom the interrogatories are addressed is a corporation, the answer must necessarily be given by a duly authorized officer or representative."

We held in *Bailey v. The Union Pacific Railway Company*, garnishee, 62 Iowa, 358; 17 N. W. Rep., 567, that our statute relating to taking the answers of a garnishee applied to a corporation, and that the end of the statute must be accomplished by taking the answer of the corporation in writing through some officer or agent authorized by the company to make it.

Nor are most of the cases cited by counsel for appellant any nearer in point.

It is provided in our statute that "in the construction of the statutes the following rules shall be observed unless such construction would be inconsistent with the manifest intent of the general assembly or repugnant to the context of the statute. * * *

The word "person" may be extended to bodies corporate.

The policy of the law is to place corporations, so far as practicable, on the same footing and subject to the same statutory provisions as apply to individuals. Cases are cited holding that in order to maintain a bill of discovery against a corporation, one of its officers must be made a party defendant to the bill in order that a discovery may be had from the natural person thus made a defendant.

Also cases in which corporations were defendants and in which an application was made for an order for the examination of some officer of such corporation under statutes authorizing the examination of a party to the action, wherein the courts held that the statute limited the power to an order for an examination of "a party to the action," and the officers sought to be examined were not such parties. None of these cases appear to us applicable to the question before us. Here the statute imposes a duty on a party to the action, whether that party be a natural person or a corporation. That duty is to answer interrogatories attached to a pleading. The corporation could have attached interrogatories to its answer and insisted on the plaintiff answering them; this right carries with it the reciprocal duty of responding in turn when interrogatories are propounded to it.

Manifestly the corporation—as such—cannot make answer. It can only act through its officers and agents. How, then, is the statutory duty to be discharged? Clearly in the only way it can be done—by the proper agent of the corporation making its answers.

Whether he can personally be punished for contempt for failing to answer is not material to the determination of the question before us. In *Missouri* the court, speaking of a case where one party was a corporation, and an affidavit for change of venue was made by its secretary, said, after citing a number of cases holding that the affidavit must be made by a party: "But these cases cannot rule where the party making the application is a corpora-

tion, for in such cases the application must be made by an officer or agent from necessity," *St. Louis, O. H. & C. Ry. Co. v. Fowler*, 20 S. W. Rep., 1098. We think the action of the court in requiring the interrogatories to be answered was proper.

Fourth.—It is urged that the interrogatories need not be answered because they were not annexed to the petition, and because they were immaterial to the issues, and because the affidavits attached to them were not made by the plaintiffs, but by their attorney. Some of the interrogatories were certainly material.

It would be exceedingly technical to say that because the statute requires the interrogatories to be annexed to the petition (Code, section 2693), therefore annexing them to an amended petition was not a compliance with the law.

There is no merit in such a contention. As to the objection that the affidavit was not made by the plaintiff but by his attorney, it is sufficient to say that it appears to have been first raised in this court, and hence cannot be considered.

Fifth.—It is said that the interrogatories were fully answered. In the statement of the case we set out the answers.

The lower court rightfully struck them out. They showed on their face that no attempt had been made in good faith to answer the interrogatories fairly and candidly. The answers showed a studied attempt to avoid complying with the law by entering a disclaimer on part of the answering officers as to any personal knowledge as to the matters inquired about.

Counsel for appellant admit in argument, and this fact would be apparent if not admitted, that the information sought by the interrogatories was in the possession of its officers and for all that corporations, was shown by its books and papers, in the custody of its officers and for all that appears easily and speedily accessible to the answering officers. Studiously avoiding all these sources of information, in their own possession as officers of the defendant, they answer that they have no personal knowledge as to the matters inquired about and they stances, with the means of knowledge in their own possession, these answers presented a very clear case of trifling with the court. In *Sloane v. Southern California Railway Co.*, 44 Pac. Rep., 395, it is said in the syllabus, which is sustained by its decision, "A corporation cannot deny for want of sufficient information and belief if the officer verifies the same presumptively within the knowledge of any of its officers, though the officer verifies the answers is himself without any information or belief on the subject." The court was exceedingly lenient and more than once extended the time of the defendants to answer the interrogatories. His action in striking these answers and the answers in the case was, in all respects, proper.

Code, sections 2693, 2700.

Sixth.—The court allowed interest on the treble damages claimed from the time the alleged cause of action accrued to the date of the judgment. We think this was error.

This statute is penal in character and, therefore, liability should be limited to the amount fixed by the statute as compensation for the damages sustained, to-wit: The treble damages, attorneys' fees and costs.

The following decisions under other statutes are applicable:

Brentner v. C. M. & St. Paul Ry Co., 65 Iowa, 520; 21 N. W. Rep., 343, and 27 N. W. Rep., 605.

Herriman v. R. O. R. & N. Ry Co., 57 Iowa, 187; 9 N. W. Rep., 378, and 16 N. W. Rep., 340. Plaintiffs, however, having filed in this court an offer to remit the excessive amount allowed, it is ordered that judgment in each case be reduced in the following amount:

In *Blair v. these defendants*, in the sum of \$6.75.

In *Halloway v. these defendants*, in the sum of \$481.74.

In *Brown v. these defendants*, in the sum of \$97.93.

In *Macey v. these defendants*, in the sum of \$188.70.

The death of A. B. Brown, a plaintiff, is suggested, and John B. Brown, his administrator, is substituted as a party plaintiff.

The judgment of the court below, as thus modified, in each case will stand affirmed, including the allowance therein made of attorneys' fees, and said modified judgments will draw 6 per cent interest from the date they were rendered in the district court.

Affirmed.

We dissent from the conclusions of the majority. As the legislature has cured our objections by a statute enacted since the trial of this case in the court below, a statement of the reasons for the dissent is not important.

DEEMER AND LADD, Judges.

NOTE.—The opinion of the court was prepared by Kinne, C. J., substantially as it now appears, and after his retirement from the bench was adopted by the majority as the opinion of the court.

DECISION OF MINNESOTA SUPREME COURT IN MATTER OF REASONABLE RATES.

Steenerson et al. v. Great Northern Ry. Co.

[Supreme Court of Minnesota. October 20, 1897.]

Railroad commission—Discrimination—Reduction of rates—Reasonableness—Burden of proof—Review by court—Judicial notice—Value of railroad terminals—How determined—Income—Interest—Net earnings—Gross earnings—Cost of reproducing road—Feeders.

First.—Under chapter 10, general laws 1887, as amended by chapter 106, laws 1891, the state railroad and warehouse commission, when reducing rates on the complaint of any one that rates between certain points on a certain railroad are too high, may, for the purpose of preventing discrimination by its own acts, reduce the rates on the whole line or system.

Second.—The question whether the rates for transportation fixed by the state railroad and warehouse commission are unreasonable and confiscatory is not determined by the fact that the income under the rates as so fixed will not pay the amount of the fixed charges of the railroad. Neither can the amount at which the railroad sold years ago on mortgage foreclosure sale be taken as the basis on which to determine what are reasonable rates, but that question is determined by ascertaining what, under all the circumstances, is a reasonable income on the cost of reproducing the road at the present time.

Third.—Under said chapter 10, as so amended, the burden is on the railroad company to show that the rates fixed by the commission are unreasonable.

Fourth.—*Held:* The fixing of rates is a legislative or administrative act, not a judicial one, and under the constitution the court cannot place itself in the shoes of the commission and try *de novo* the question what are reasonable rates; and on appeal under said statutes the court can review the acts of the commission only so far as to determine whether the rates fixed by it are unreasonable and confiscatory, and to what extent, in much the same manner as an appellate court determines whether or not the verdict of a jury is excessive, and to what extent.

Fifth.—In appeal from the commission the court should take judicial notice of all those general matters of which the commission should have knowledge, and on which it would act without proof thereof made on formal hearing.

Sixth.—Evidence examined in the light of the court's findings, for the purpose of ascertaining what it would cost to reproduce the terminals of the Great Northern system at Minneapolis and St. Paul, and what it would cost to reproduce the rest of the lines of that system within this state.

Seventh.—Where the market price of urban or suburban property in or near a rapidly growing city is higher than is warranted by any annual income which can be obtained from any use to which the property can at present be put, and such excess in market value is caused by the anticipation of still higher prices in the future, *Held:* A reasonable annual income on the cost of reproducing railroad terminals out of such property is less than a reasonable income on the cost of reproducing other portions of the road, which, when reproduced, are not likely to increase in value. *Held:* The public, and not the courts, must be the judge of whether or not such property will increase in value in the future, and, if so how much. What is the lowest rate of annual income on the cost of reproducing such terminals in Minneapolis and St. Paul, which the courts would uphold as not being confiscatory, is not decided; but it is *held* that a net income of 2½ per cent per annum on such cost is, under the circumstances, a liberal income.

Eighth.—The great fall in the last few years in rates of interest, and in what are reasonable rates of income on capital invested, noticed, and the reasons for such fall stated. *Held:* A net income of 5 per cent in 1891 on the cost of reproducing all of said railroads except the terminals was not, under the circumstances, unreasonable or confiscatory.

Ninth.—The railroad lines in question extend beyond the state, and, for the purpose of determining the net earnings of the part of the lines within this state, the different methods proposed by counsel for apportioning the gross earnings among the states is considered. *Held:* The gross earnings on the through traffic extending across this state and into other states should not be apportioned on the "mileage basis," as that would give Minnesota the benefit of the higher rates which the carrier is entitled to charge in the more thinly settled country further west, where the traffic is lighter. *Held:* Further, such gross earnings cannot be apportioned on the theory that the patrons of the part of the lines within this state are not entitled to the benefit which should naturally come to them from the fact that just beyond the borders of this state there is a large area of fertile territory which furnishes a large amount of railroad traffic, which co-operates with similar traffic within this state to make reasonable rates lower than they otherwise would be; and a railroad which extended

from St. Paul and Minneapolis or Duluth to the west line of the state, and there terminated, without connections or feeders beyond, would not be an enterprise planned or conducted on business principles.

Tenth.—When any feeder or extension, portion of a railroad line or system, is an incumbrance on the rest of the line or system, so that the rest of the line or system would at the same rates produce more net income if such portion did not exist (that is, if all the gross earnings on all the traffic passing over such portion, and on the whole length of the haul on such traffic, will not pay the operating expenses on such traffic for the whole length of such haul, and pay for the wear and tear on the line or system caused by such additional traffic, and also pay a reasonable income on the cost of reproducing such portion of the line), and these conditions are not of a temporary character, but are the result of building the feeder or extension where there was not sufficient business to justify its existence, then such portion of the line is not self-supporting, but is an incumbrance on, and not a feeder of, the rest of the line or system, and, in determining what are reasonable rates for the rest of the line or system, such portion may be rejected. *Held:* Under the statute, the burden was on the railway company to show that the western portion of its line was self-supporting.

Eleventh.—*Held:* Under the statute, the burden was on the railway company to show what portion of the gross earnings on through business should be apportioned to Minnesota; that it failed to maintain this burden, and on the evidence, therefore, failed to prove that the rates fixed by the commission are confiscatory.

Twelfth.—The evidence examined for the purpose of ascertaining as near as possible the cost of reproducing the whole of the lines and terminals, and *held*, that the income on the same in 1894, with the rates as reduced by the commission, would produce 2½ per cent net income on the cost of reproducing the terminals, and 5 per cent net income on the cost of reproducing the rest of the road, and that, under the circumstances, the same is a fairly liberal income.

Thirteenth.—There are a number of feeders and portions of railroad lines which are separately incorporated, but which in fact form parts of the railway system of the Great Northern Railway company. There is also a steamship line on the great lakes, and a very valuable coal mine in Montana, each of which is separately incorporated. All, or nearly all, of the stock of each of these other corporations is owned by the Great Northern Railway company, and it or its officers manage and control all of these other corporations. The profits of each of them depend almost wholly on the division of profits on business in which it and the Great Northern Railway company are jointly concerned, and such division is a mere matter of bookkeeping. Some of these other corporations appear by the reports of the Great Northern company to have made very large net profits during the year in question. *Held:* The burden was on the Great Northern Railway company, in this case, to show that the division of profits between it and these other corporations was fair and reasonable, and it failed to maintain that burden.

(Syllabus by the court.)

Appeal from district court, Ramsey county; John W. Willis and Charles D. Kerr, judges. Elias Steenerson, the state of Minnesota, and others appeared before the railroad commission, which reduced the rates on grain on the lines of the Great Northern railroad; and from this order the railway company appealed to the district court, and from a reversal of the order the commission appeals. Reversed.

H. W. Childs, attorney-general, and Clapp & MacCartney, for appellants. M. D. Grover, for respondent, Great Northern Railway company. Frank B. Kellogg and Davis, Kellogg & Severance, for receivers of Northern Pacific Railroad company.

Chap. J. 1. Chapter 10, general laws 1887, as amended by chapter 106, laws 1891, provides that in fixing rates of transportation the state railroad and warehouse commission may act upon the complaint "of any person, firm, corporation or association, or any mercantile, agricultural or manufacturing society, or any body politic or municipal organization." It further provides: "If the tariffs of rates, fares, charges and classifications so complained of shall be found by the evidence to be unequal, or unreasonable, the commission shall state wherein they are unequal or unreasonable, and shall make a tariff of rates, fares, charges and classifications which shall be substituted for the tariff complained of." Steenerson appeared before the commission, and alleged that he was engaged in shipping grain over the railroad of the Great Northern Railway company from the stations of Crookston, Fisher and East Grand Forks to Minneapolis and Duluth, in this state, and that the rates between these points were too high. After summoning the railway company and having a hearing as provided by the statute, the commission made an order reducing rates on grain on all the lines of the railway company within the state. From this order the railway company appealed to

the district court, and after a hearing on the appeal the court reversed the order of the commission. From the order of the court the attorney-general appeals to this court. It is contended by counsel for the railway company that under the statute the commission had no authority to go beyond the relief asked for in the complaint, or to reduce rates between points not named in the complaint. We cannot agree with counsel. It is the duty of the commission, when reducing rates as prayed for in such a complaint, to see that its acts do not result in discrimination as against other points on the line or system not named in the complaint. The statute which makes it the duty of the commission to prevent discrimination, when complained of, clearly intends that the commission shall not itself create such discrimination. And, in order to avoid doing so when reducing the rates complained of, it may be necessary to reduce rates between all other points on the line or system. The complaint made in such a case is not at all analogous to the bringing of an action by a private suitor to redress a private grievance. The complainant before the commission need have no direct or immediate interest in the matter, and, even if he has, he is acting on behalf of himself and the rest of the public.

2. Of the lines of railroad here in question, 561 miles were built for and owned by other railroad companies prior to the foreclosure sales of 1879. At one of these sales the promoters of the St. Paul, Minneapolis & Manitoba Railway company bid off a part of the property; and the company itself, after it was organized, bid in the rest of said property. These properties, the franchise connected with the same, and a large land grant, earned and to be earned, were bid off for the aggregate sum of \$3,600,000, subject to a prior lien of \$486,000. The promoters transferred to the new company the part bid in by them, and the properties were immediately bonded by the new company for \$16,000,000, and it issued to the promoters its stock to the amount of \$15,000,000. It operated its railroads from 1879 to 1890, during which time it increased its mileage in Minnesota from 561 miles to nearly the present amount of 1,381 miles of main track. It also extended its lines beyond the state into North and South Dakota and beyond to the Pacific coast. Its stock was subsequently increased to \$20,000,000, and its bonded indebtedness now outstanding is \$24,558,484. It leased all of its lines to the Great Northern Railway company for 999 years. By the terms of the lease, which took effect February 1, 1890, the Great Northern Railway company guaranteed the payment of the principal and interest of said bonds, and guaranteed a dividend of 6 per cent per annum on said \$20,000,000 of stock. At the foreclosure sale of 1879 the 561 miles of main track then built were sold for a small part of their original cost, and a small part of what it would then cost to reproduce them, saying nothing of the large quantity of valuable lands included in the sale. The attorney-general contends that the price at which the property sold at the foreclosure sale must, as far as it goes, be taken as the basis for determining in this case what is a reasonable income to be derived from the operation of these lines of railroad. On the other hand, counsel for the railway company contend that the amount of the present fixed charges of the Great Northern Railway company is the controlling consideration in determining what is a reasonable income to be derived from operating the lines so leased by it. In our opinion, both positions are wholly untenable. If the Manitoba company and its promoters bought the properties at the foreclosure sales at a great sacrifice, that is their good fortune. If the leasing of the system by the Great Northern Railway company turns out to be a bad bargain, that is its misfortune. The patrons of the road should not gain by the one transaction or lose by the other. There is as much reason why the public should bear the loss of the bad bargain as there is why it should take the profits of the good bargain. To adopt any such principle would leave the public at the mercy of every railroad manipulator and offer a premium on all kinds of schemes for increasing the fixed charges of railroads. Again, in determining what are reasonable rates, it is perfectly immaterial whether the railroad is mortgaged for two or three times what it would cost to reproduce it or whether it is free from incumbrance. To hold otherwise would be to hold that the state or the public have indirectly guaranteed the payment of the mortgage bonds of every railroad. The state may as well guarantee the bonds directly as indirectly. But neither the state nor the public have done either the one or the other. It is immaterial how the property has been split up into different rights, interests and claims. For the purpose of fixing rates, the holders of all of these stand in the shoes of the sole owner of the property, unincumbered. The rights of the bondholders are no more and no less sacred than the rights of such an owner. Again, the railroad may have been constructed years ago, when iron rails cost \$5 per ton and everything else in proportion, or it may have been constructed yesterday, when steel rails cost but \$16 per ton and everything else nearly in proportion. Counsel for the railway company dwell much upon the original cost of the older portions of these lines of road. If a railroad was built thirty years ago at a cost of \$40,000 per mile, and another one equally as good was built within a year through the

same territory at a cost of \$12,000 per mile, on what principle should it be held that the old road is entitled to three and one-third times as much income as the new road? No guaranty was ever given by the state to the old road that the price of materials and the cost of construction would not decline, or that capital invested in railroads should not be subject to like vicissitudes as capital invested in other enterprises. Modern improvements and other causes have continued to reduce the cost of construction of all kinds of new plants, and to reduce the value of old plants or render them wholly worthless, and the state did not guarantee that those causes should not in like manner affect the capital invested in railroads. Then the material question is not what the railroad cost originally, but what it would now cost to reproduce it.

3. Section 8, chapter 10, general laws 1887, as amended by chapter 108, laws 1891, provides: "Such tariff of rates, fares, charges or classifications, so made by the commission, shall be deemed and taken in all courts of this state as *prima facie* evidence that the tariff of rates, fares, charges or classifications so made is equal and reasonable." Then the burden is on the railroad company to show that the rates fixed by the commission are unreasonable, and for this purpose the original cost of the road, the amount of its present fixed charges and its history are material only so far as they show what it would now cost to reproduce the railroad.

4. On appeal from the commission to the district court, on what principles shall the court proceed to review the act of the commission? Section 15 of said chapter 10, as amended by said chapter 108, provides: "Upon such appeal, and upon the hearing of any application * * * for the enforcement of any such order made by the commission, the district court shall have jurisdiction to, and it shall, examine the whole matter in controversy, including matters of fact as well as questions of law, and to affirm, modify or reverse such order in whole or in part as justice may require; and in case of any order being modified, as aforesaid, such modified order shall, for all the purposes contemplated by this act, stand in place of the original order so modified and have the same force and effect throughout the state as the orders of said commission." If by this the legislature intended to provide that the court should put itself in the place of the commission, try the matter *de novo*, and determine what are reasonable rates, without regard to the findings of the commission, such intent cannot be carried out, as a statute which so provided would be unconstitutional. The fixing of rates is a legislative or administrative act, not a judicial one. *State v. Railway Co.*, 38 Minn. 208, 37 N. W. 783. And the performance of such duties cannot, under our constitution, be imposed on the judiciary. *Foreman v. Board (Minn.)* 67 N. W. 307; *State v. Young*, 29 Minn. 474, 9 N. W. 787; *Reagan v. Trust Co.*, 154 U. S. 322, 14 Sup. Ct. 1947. But it is not necessary to construe this statute so as to render it unconstitutional. It does not by express words, or even by necessary implication, provide that the court shall stand in the shoes of the commission, and try the matter *de novo*. Under the constitution, the district court may, on appeal to it, review the findings of the commission in the same manner as an appellate court reviews the findings of the jury on a trial in the court below. And for this purpose the court may "examine the whole matter in controversy, including matters of fact, as well as questions of law." In other words, the court may examine matters of fact to ascertain whether there is any evidence reasonably tending to support the findings of fact disputed, and may examine questions of law arising on the facts as found. It seems to us that this is, then, the proper interpretation of this somewhat vague and obscure statute, and only the interpretation which will render it constitutional. While the district court takes the evidence *de novo*, it cannot put itself in the place of the commission, and try the facts in controversy *de novo*. The district court can review the findings of the commission only so far as to determine whether or not the rates fixed are so unreasonable as to be confiscatory, just as an appellate court reviews the verdict of a jury for the purpose of determining whether it is so excessive that it cannot stand. Under the statute, the district court should in this case have determined to what extent the rates fixed by the commission should be modified, so that such rates would not be confiscatory, just as an appellate court often determines how much an excessive verdict shall be cut down, so that it may stand for the balance, and a new trial be denied. The court below held that it had no jurisdiction to determine to what extent the rates here in question should be thus modified, and in this it erred. Of course, in determining whether the rates fixed are confiscatory, the court must incidentally consider what are reasonable rates, but it must also resolve every reasonable doubt on that question in favor of the findings of the commission.

5. There is another question in regard to the commission. Ordinarily, on appeal from one tribunal to another the evidence on which the lower tribunal acted is returned, and the decision is reviewed in the light of that evidence. But the commission need not base its decision wholly on any such evidence. It is not a judicial tribunal, but an administrative body, whose powers are somewhat legislative in their character; and, like other administrative or legis-

lative bodies, it acquires a knowledge of the facts, circumstances, and conditions in its own way, and need not act on the theory that the parties should have a formal hearing on notice, except so far as the statute expressly so requires. The members of such a commission should be men of great financial ability, who have had a large amount of training and experience to fit them for their responsible and difficult duties, and they should be thoroughly familiar with the many financial and economic problems which enter into the business of constructing and operating railroads. How is a judge, who is not supposed to have any of this special learning or experience, and could not take judicial notice of it if he had it, to review the decision of commissioners, who should have it and should act upon it? It seems to us that such a judge is not fit to act in such a matter. It is not a case of the blind leading the blind, but of one who has always been deaf and blind insisting that he can see and hear better than one who has always had his eyesight and hearing, and has always used them to the utmost advantage in ascertaining the truth in regard to the matter in question. Before a judge can act intelligently in such a matter, he must have an amount of this special knowledge and experience which it will take him years to acquire. It is not sufficient that he take his first lessons from the partisan, and perhaps perjured, experts, or so-called experts, produced by the parties at the trial. He must have a broader, clearer, and surer grasp of the subject than he can get from any such unreliable lessons. We see no way of disposing of this question except to hold that on appeal from the commission the courts should, to the best of their ability, take judicial notice of all such technical learning, knowledge, and information of a general character as should be known and understood by the commission. Whether the court should go further, and take judicial notice of the particular facts in the case, is a different question, and one which need not be now considered. The district court, on appeal to it, should at least take judicial notice of all these general matters, and on appeal from the district court this court must also take judicial notice of these matters. Thus, when the court below takes judicial notice of a particular ordinance, the appellate court must, on appeal to it, also take judicial notice of such ordinance, although in some other cases such appellate court would not do so. *Foley v. State*, 22 Neb. 231, 60 N. W. 574; *Smith v. Emporia*, 27 Kan. 328; *Town of Moundsville v. Velton*, 35 W. Va. 217, 12 S. E. 373. See, also, *Lloyd v. Matthews*, 135 U. S. 222, 15 Sup. Ct. 70. Then, although the constitutional jurisdiction of the courts to review the acts of the commission is thus limited, the statute, in providing for such appeals from such acts, has thrown upon the courts some new and extraordinary duties.

Let us now proceed to apply these general principles to this case. The four great questions involved are: (1) What would it cost to reproduce the railroad? (2) What is a reasonable income on such cost? (3) What amount of income will the maximum rates fixed by the commission produce? And (4) Is such amount so much below what is a reasonable amount that the court can say, as a question of law, that the rates so fixed are confiscatory? We will now, so far as necessary, take up each of these questions in its order.

1. (1) The court below found that the cost of reproducing the 1,321 miles of main track and the 249 miles of side track now owned by the lessor and operated by the lessee in this state is as follows:

Grading, etc.	\$ 7,000,000
Ballasting	1,440,000
Steel rails, etc.	4,000,000
Ties	2,025,000
Equipment (engines, cars, etc.)	5,178,750
Superintendence of construction	2,750,000
Total	\$22,393,750

After finding all these items specially, the court further finds: "Another item is interest upon the money which has been procured, and which lies idle during construction and before earnings can be had. As to this item the estimate made was not controverted. Taking into account the items to which we have referred, and the other items entering into construction, concerning which there is little, if any, dispute, also taking into account the cost of acquiring terminal grounds and terminal facilities in the cities of St. Paul and Minneapolis I find that it would reasonably cost to reproduce the lines of the Manitoba company in this state, with its equipments and terminal grounds, an facilities necessary for the traffic of this state, the sum of \$44,000,000, or something less than \$35,000 per mile of main track. The increased cost of production is largely attributable to the increased value of terminals, right of way, depot grounds, etc. The court was requested by the attorney-general to make more definite findings as to the cost of right of way and terminals, and refused to do so. In this the court erred, for the reason that, as will be hereinafter shown, the railway company is entitled to a

much less percentage of income on the value of its terminals than it is on the cost of reproducing the rest of the road. The uncontradicted evidence is that the interest charged during the time of construction, and the discount and commission, amount to 10 per cent of the total cost of construction. But we are at a loss to know what other items, outside of the cost of right of way and terminals, the court intended to find as entering into the cost of reproducing the roads. As we will now proceed to show, the cost of reproducing the right of way and terminals will not, according to the highest estimates, exceed \$18,971,585, and this would leave about \$25,000,000 of the \$44,000,000 of the total cost yet to be accounted for. D. O. Shepherd was called as a witness, and made the following estimate as to the cost of the right of way, exclusive of terminals:

Right of way, 19,380 acres, at \$25 per acre	\$ 4,845,000
Depot grounds, 1,800 acres, at \$700 per acre	1,260,000
Gravel pits, 657 acres, at \$100 per acre	65,700
Yards at division points, 479 acres, at \$700 per acre	335,300
Total	\$ 6,506,000

Colonel Crooks, the engineer of the railway company, in his testimony gave the following estimates:

Right of way, other than between St. Paul and Minneapolis, 16,280 acres, at \$50 per acre	\$ 814,000
Depot grounds, 1,800 acres, at \$500 per acre	900,000
Gravel pits, 657 acres, at \$100 per acre	65,700
Yards at division points, 490 acres, at \$750 per acre	367,500
Total	\$ 2,147,200

Kalman and two other witnesses gave as the value of the terminals in St. Paul \$6,077,125, and Dawson gave as their value \$2,583,747. C. Mc. Reeve estimates the value of the terminals in Minneapolis at \$5,520,250; T. B. Walker estimates their value at \$4,803,210; and J. B. Bassett, at \$4,318,023. In addition to these, Grover estimates the value of the interest of the lessor, the Manitoba company, in the Minneapolis Union Railway company, which owns the union depot grounds and tracks, at \$900,000; in the Minnesota Transfer Railroad company, which owns the general transfer yards between Minneapolis and St. Paul, at \$500,000; in the St. Paul union depot and its properties, at \$400,000. Adding together the highest estimates in right of way and terminals, it results as follows:

Right of way, etc. (Shepherd)	\$ 6,506,000
St. Paul terminals (Kalman)	6,077,125
Minneapolis terminals (Reeve)	5,520,250
Interest in Minneapolis Union Railway company	900,000
Interest in Minnesota Transfer Railway company	500,000
Interest in St. Paul union depot	400,000
Total	\$19,903,375
Deducting right of way, etc. (first item)	2,914,200
Cost of reproducing terminals	\$14,047,385

This gives in round numbers \$14,000,000 as the cost of reproducing the terminals, and \$36,000,000 as the cost of reproducing the rest of the road. Whether or not these findings as to the cost in 1894 of reproducing the road are in all respects sustained by reasonable and credible evidence, it is not necessary to consider. For instance, it may well be doubted whether the court was warranted in allowing an interest charge of 10 per cent on the whole cost of construction, although the evidence in favor of this charge (including discounts and commissions) was wholly uncontradicted. As we will endeavor hereafter to show, 10 per cent is, in these times, reasonable interest for more than two years on such a vast sum of money; and with the improved facilities which now exist for constructing railroads, it may well be doubted whether the capital invested in reproducing these roads through the fertile and comparatively well settled districts through which they run would, on an average, be all sunk for more than two years before it would commence to bear dividends. It may also be a question whether the court did not place an extravagant value on some items of construction, and an extravagant value on the terminals. In finding the cost of reproducing the roads within this state to be \$44,000,000, the court must have found the cost of reproducing the terminals to be

not less than \$14,000,000. Again, the court has allowed \$25 per ton for steel rails delivered in this state. As rails have since fallen greatly in price, until they are now worth but about \$16 per ton in the eastern markets, this could hardly be taken as a precedent for future cases.

7. (2) Let us now consider what in these times is a reasonable income on \$14,000,000 invested in these terminals, and \$30,000,000, invested in the rest of the road. The great value of the real estate covered by these terminals is given to it by anticipating the future. Very little of this real estate is in or near to the business center of either city. Most of it is outlying city property and suburban property. It is safe to say that other real estate similarly situated, in the same portions of St. Paul and Minneapolis, does not, on an average, yield an income of 1 per cent per annum above the taxes on the price or valuation at which it is held; and there is, as a general rule, no use to which such property can be put that will cause it to yield any greater income. In fact, it is doubtful if the same area of other property along and around these terminals could, on an average, by any use to which it could be put, be made to yield an annual income of 1 per cent on one-third of the valuation placed on these terminals. Again, it is safe to say that in ordinary times, at least, capital could readily be found to buy such property at its market value for the purpose of renting it for one per cent per annum above the taxes on it. In fact, millions have often been invested in such property without any prospect of any income at all from it for many years, and undoubtedly such will be the case again. Such real estate is valued, not on account of its present power to produce an annual income, but because it is believed that it will be still more valuable in the future. The owner of such property cannot expect to eat his loaf and still have it. He cannot expect that the property will pay a full sized annual dividend, and at the same time double or treble in value every ten or twenty years. He expects his dividends to accumulate in the form of increase in value. Thus, according to the railroad company's own showing in the present case, much the greater portion of the terminals which it now values at \$14,000,000, were originally procured for the sum of \$281,117. If this is true, the company has already realized some tremendously large dividends on these terminals. Again, if it and the owners of other property similarly situated have anticipated the future too much, and have set too high a value on their property, so that, in the opinion of the public, there is no prospect of any material increase in its value in the near future, that does not prove that the property should produce greater annual dividends. It simply proves that this property cannot be sold on the market for what they pretend to value it at, and that before sales can be made the price asked must be reduced, so that there will be a prospect of future increase in value sufficient to warrant investment, because the public, who fix the market price, do not and cannot expect that the annual income derived from such property will, ordinarily, be sufficient to pay interest on the investment. The market price of such property is not controlled, or, at most, is controlled only in part, by its power to produce immediate annual income. Again, the public, and not the court, must be the judge of whether or not such property will increase in value in the future, and, if so, how much. Whether the conditions warrant the opinion of the public in the matter is a question which the courts cannot go into in such a case as this, any more than in many other cases where public opinion establishes market prices. And, where such property cannot be made to produce a reasonable annual income on the present market price of the same, it is clear that the public have anticipated a future increase in such market price. It is no answer to this argument to say that the railroad company may not want to speculate, and is entitled to more definite, and perhaps more substantial, returns on its investment. It necessarily becomes a speculator when it invests in such property. It has so invested, and profited enormously by its speculations. The investments of a railroad company in this class of property are no more sacred in the eyes of the law than the investments of private parties in the same class of property. For the purpose of determining what is a reasonable income to a railway company from its investments in this class of property used for railroad purposes, we have a right to consider what is a reasonable income to private persons from their investments in the same class of property when used for private purposes.

There is another consideration which, it seems to us, adds most conclusive proof that our position here is correct. The traffic on these railroad terminals will not bear any such excessive and unreasonable charges as it would be necessary to make in order to produce full-sized dividends on the enormous valuation placed on the terminals. In this case the cost of reproducing the terminals is, as we have seen, one-third of the cost of reproducing the whole railroad system within the state. If rates were fixed by the law or by the railway company for the terminals, and separate rates for the rest of the road, so that the public would have a right to use the rest of the road without using the terminals, and these rates were fixed on the basis of requiring the terminals to produce one-third of the net earnings within

this state, grass would soon be growing on the terminals. The public would soon find ways by which to avoid incurring the enormous expense of using the terminals. Rather than pay \$1, \$4, or \$2 for riding on the terminals, the passenger coming to St. Paul or Minneapolis would leave the train beyond the terminals, and ride to his destination on a street car, for 5 or 10 cents. Rather than incur an expense of \$5, \$10, or \$12 for hauling a car of freight over the terminals, the shipper could afford to unload the car beyond the terminals, and haul the freight to its destination on wagons and drays. But he would not have to do this very long. Some one would soon construct a belt line or a system of switches to connect him with other railroad tracks and other terminals, over which his car would be hauled to its destination for the ordinary switching charges of from \$2 to \$5 per car. If these excessive charges for the use of terminals could not be thus avoided, they would constitute a prohibitory tariff, which would prevent a large amount of public traffic from entering or passing through the cities. Nearly all the through freights would go around the cities, and all the grain elevators would have to be erected beyond the limits of these costly terminals, at points where connections could be made for reshipping without having to use the terminals at all. A number of the companies owning the railroads radiating west, northwest, and southwest from Chicago claim that the cost of reproducing their Chicago terminals would be as great as the cost of reproducing all the rest of their systems of roads. If they were required by law to make a separate charge to each patron for the use of these terminals, and another separate charge for the use of the rest of the road, so that he might avoid using the terminals if he could, and they attempted on this basis to make the terminals produce one-half the net earnings of the whole system—how absurd would be the results? It is well known that, for the use of such terminals, ordinary switching charges are from \$2 to \$5 per car. But why should rates over these terminals be so low for the short haul and so high for the long haul? In the economy of railroading, the charge for the long haul should not be greater in proportion than the charge for the short haul; not greater, certainly, than the sum of all the charges for the short hauls, which, connected together, would make the long haul. But the position taken here by the railway company violates this rule most grossly. Then, from all of these considerations, it is clear that where real estate outside of the business center, and in the outlying districts, of a city, has been given a large speculative or prospective value, it cannot, whether used for railroad terminals or other purposes, be made, ordinarily, to produce a reasonable annual income on the investment, and the profits which are expected from such investments are not annual, but accumulated, profits, to be realized by future increase in value. Neither do these considerations deter railroad companies from investing liberally in such property. They, as well as other investors, have always been desirous of taking advantage of any such expected increase in value, and it has been quite common for companies having the means to acquire terminals in a growing city far beyond their present needs. It is not necessary to determine here what rate of annual income on the cost of reproducing these terminals is the lowest which the court would uphold before declaring the rates fixed by the commission confiscatory. But we are of the opinion that, exclusive of taxes, 2½ per cent per annum is a liberal income on such cost, and that is as far as it is necessary to go for the purposes of this case.

8. Let us now consider what is a reasonable income on the other \$30,000,000, the cost of reproducing the rest of the road. The rate of interest on money and the ordinary rates of income on capital invested have fallen enormously in the last few years. Every one knows this, and the court that does not know it is certainly not fit to review the acts of a commission that should know it. Professor Farnham, of Yale, in the Yale Review for August, 1895 (volume 4, pp. 199-201), gives statistics to prove that since 1873 rates of interest had up to that time fallen 63 per cent. They have fallen greatly since. The London Economist of July 3, 1897 (page 918), states that in Great Britain, within the last six months, large loans have been placed by the cities of Glasgow, Leeds and Brighton at less than 2½ per cent interest per annum, and that the bonds of those cities, drawing that rate of interest, sold above par. Every court ought to know that there is now, and has been for some time, a glut of capital in the world's markets. For a long time the great wars of the world absorbed the principal portions of the world's surplus capital. This ended in 1871 with the Franco-Prussian war. For more than twenty years after that, enormous amounts of the world's surplus capital were absorbed in constructing railroads and other internal improvements. But this capital, unlike that consumed in the wars, earned enormous amounts of income, which were again added to the world's surplus capital, seeking new investments, modern improvements, resulting in increased production, and other causes, have, in progressive countries, been accumulating vast amounts of capital. The amount of such capital seeking investment has increased, while the demand for the same has fallen. And, where there are \$2 of idle capital to the \$1 of safe investment, the effect is the same as where there are two workmen to the one job. The amount of hire is

reduced. The competition of capital with capital is continually cutting down the profits on investments and the rates of interest on money. This is no new theory. John Stuart Mill, in his *Principles of Political Economy*, devotes a chapter to "The Tendency of Profits to a Minimum." Book 4, c. 4. See, also, Adam Smith's *Wealth of Nations*, bk. 1, c. 9; Id. bk. 2, c. 4; Well's *Recent Economic Changes*, pars. 418-422. Idle capital may increase enormously while there is no increase in the volume of the currency at all, and even while the volume of currency is decreasing. The amount of capital on hand seeking investment is something quite distinct from the volume of gold and silver money and other currency. Smith, *Wealth Nat.* bk. 2, c. 4; Mill, *Pol. Econ.* bk. 3, c. 33, § 4. On these points all the leading authorities of the world agree.

The court below made as a finding of fact the following: "Of the bonds of the said Manitoba company, the interest on which is assumed by the Great Northern Railway company as aforesaid, there are outstanding on account of its liens in the state of Minnesota \$26,312,000, of which \$2,222,000 bear interest at 7 per cent, \$16,536,000 at 5 per cent, and \$7,454,000 at 4½ per cent. Such rates of interest are not unreasonable, and are lower than the bonds of western railroads usually bear." The court seemed to consider a difference of 2½ per cent in the rate of interest as a trifling matter, but it amounts to a difference of \$1,100,000 a year on the \$44,000,000 which the court found it would cost to reproduce this road. Even the difference between 4½ per cent and 6 per cent per annum on \$44,000,000 would amount to \$260,000 a year. If 4½ per cent is reasonable interest on these bonds, 6 and 7 per cent are grossly excessive. A glance at the bond quotations in the back numbers of *Bradstreet's Journal* or the *Bankers' Magazine* will show that some of these 6 per cent bonds—those maturing in 1908 (2d -6's 1909)—were sold in the markets at an average of more than 118 during the first half of 1893 and the last half of 1894, and were on July 17, 1897, quoted at 122½. Those of said 6 per cent bonds maturing in 1933 (1st con. 6's, 1933) were during the first half of 1893 and the last half of 1894 sold at an average of more than 121, and on July 17, 1897, were quoted at 126. The 4½ per cent bonds above mentioned are the same series of bonds as the last, with the interest reduced before issue to 4½ per cent (1st con. 6's, 1933, reduced to 4½'s), and during the first half of 1893 and the last half of 1894 they sold on the markets for from 1 to 3 per cent above par, and on June 17, 1897, were quoted at 106½. Vice-President Clough, of the Great Northern company, testified that at the time these bonds were issued the interest was reduced to 4½ per cent because it was found that they could be floated at par at that rate. During the acute stages of the panic in the last half of 1893 and the first half of 1894, these bonds declined from 3 to 5 per cent, and fluctuated considerably in price. But the temporary effect of conditions which existed at that time can have but little weight in the consideration of the questions here involved. A railroad company is not entitled to a greater income during the acute stages of a panic because rates of interest are temporarily higher during such times. Permanent investments do not, as a general rule, bring higher rates of income during such times. It would rather seem from these quotations that 4½ per cent per annum was in 1894 a very reasonable rate of interest on such railroad bonds, and that 6 and 7 per cent per annum was grossly excessive and unreasonable. If the railway company has made what turns out to be a bad bargain by issuing its bonds for 6 and 7 per cent interest per annum, that should be its misfortune, and not the misfortune of the public. As before stated, neither the state nor the public has either directly or indirectly guaranteed that rates of interest and rates of income would not fall, to the detriment of the railway company. It is true that the market quotations to which we have referred show that bonds bearing 6 and 7 per cent interest per annum, of many other railroads, have during all of these times sold away below par. The management of the Great Northern system has, since the foreclosure of 1879, been so economical, and so much in the interest of its stockholders and bondholders, and so free from the jobbery and corruption that has characterized the management of some other roads, that its bonds sell at a premium. And we do not wish to be understood as taking the position that because of this faithful management this railway company should be rewarded by the cutting down of rates. The question before us is not whether the management was good or ill, but what in 1894 was a reasonable rate of interest on such large sums of money as are loaned to railroad companies where the loans are well secured, and this question is merely incidental to the main question of what, in 1894, was a reasonable income on the cost of reproducing the railroads. An examination of the bond quotations above referred to will show that, where railroad bonds are amply secured, 4 or 4½ per cent per annum has been for the last few years rather a high rate of interest. But by reason of the decline in the cost of construction, and the decline in what is a reasonable rate of income, the bonds of but few railroads are now well secured. Twenty years ago the cost of railroad construction was at least twice as much as at the present time, and a reasonable rate of income on such cost was twice as much as at the present time. Therefore a reasonable

amount of net income on the same mile of road (beyond the terminals) was about four times as much then as it is now. For these reasons a large amount of railroad bonds floated years ago, for the full cost of the roads, at high rates of interest, are now poorly secured. And on the maturity of such bonds, or when an attempt is made to reorganize the road on foreclosure, it is found difficult to scale down the amount of indebtedness to a point where the road will, under present conditions, be sufficient security for bonds drawing a fair rate of interest. These things tend to make the present rates of interest on railroad securities unreasonably high. The farmer does not expect to be able to float at a reasonable rate of interest a mortgage on his farm for more than one-half or two-thirds of its present cash value. The owner of a business block on a city lot cannot float a mortgage thereon at a fair rate of interest for more than one-half or two-thirds of what it would cost to reproduce the property at this time. It may have cost him twice as much to produce it twenty years ago as it would now, but that is immaterial. If the bonded indebtedness of such railroads (not including terminals) was reduced to one-half or two-thirds of the present cost of reproducing the road, the most of the roads in the Mississippi valley would not be bonded for more than \$10,000 or \$12,000 per mile; and it ought to be possible now to float that amount of indebtedness at an annual interest of about 3 or 3½ per cent—certainly at not more than 4 per cent—if the road traverses fertile territory, reasonably well populated, and not overbuilt with railroads. Where the loss in value caused by the decline in the cost of construction is compensated by the increased value of terminals, and the bonds are liens on such terminals, the security, of course, is better. But as I have already shown, such terminals cannot be expected to pay annual dividends in proportion to their value, and cannot be made to do so. Thus, while such increase in the value of the terminals may compensate for the loss of value in the rest of the road, it cannot compensate for the loss of power to pay annual dividends caused by such decline in the cost of construction, and the decline in rates of income from investments generally. But should the losses caused by all of these economic changes be borne by the public, or by the owners of the railroad? There can be but one answer to this question. As we have repeatedly stated, neither the state nor the public have ever guaranteed that railroads would always be worth the amount originally invested in them, or that what is a reasonable rate of income would not be less in the future than it was at the time of the investment, and have never guaranteed directly or indirectly, either the interest or principal of railroad bonds. These losses must be borne, not by the public, but by the owners of the railroad; and, as against the public, the holders of the bonds have no greater rights than the railroad company itself.

It is not necessary here to determine just what rate of annual income on the cost of reproducing all of the road except the terminals is the least which the court would uphold before declaring the rates fixed by the commission confiscatory, but we are of the opinion that in such times as existed in 1894 an income of 5 per cent per annum on such cost is certainly not unreasonably low or confiscatory, and that is as far as it is necessary to go in this case. More especially is this true since it appears from the evidence that in years prior to 1894 this system of roads had produced some very large amounts of income, sufficient to make extraordinary improvements and betterments in the road, as well as ordinary repairs, to pay large dividends, and accumulate a cash surplus which in 1894 amounted to about \$3,500,000. Besides, the Minnesota Eastern Railway company, which is owned and controlled by the Great Northern Railway company, had at that time a cash surplus of \$1,000,000. The managers of railroads have no right to play with the public the game of "heads we win, tails you lose." "When times are prosperous and dividends large, we win. When times are hard and business dull, the public must lose." If bondholders put themselves in a position where this game can be played on them, that is their fault. But there is no ground for saying that the bondholders of this system of roads are in any such position. The profits of the railroad business fluctuate very considerably. When times are prosperous, and capital invested in other lines of enterprise is, as a general rule, bringing good returns, that invested in the railroad business brings good returns also. In times of financial stringency, when other classes of commercial concerns are doing business at a loss, there is no reason why a railroad company must still make good profits. This system of roads earned large dividends when times were prosperous. If times become again prosperous, its prospects for making good profits on the cost of reproducing the system are at least as good as the prospects of business concerns generally. While the courts should not take judicial notice of what is said in the books and publications above cited, the courts should in this case take judicial notice of the facts as to which the citations are made, regardless of where such facts are published. It is the fact itself of which the court takes judicial notice, not the publication in which it is laid down. In determining whether the rates fixed by the commission are confiscatory, we have not found it necessary to determine the effect of the very important fact that this railroad received from the state a very large and valuable land grant.

9. (3) Let us now consider the third question.—what amount of income will the maximum rates fixed by the commission produce? As to the rates for shipping grain, the court below found: "At the time the complaint herein was made, the said two competing railroad companies, the Great Northern Railway company and the Northern Pacific Railway company, had so established the rates, and each charged from East Grand Forks and Fisher to Minneapolis or to Duluth the sum of 17 cents per 100 lbs. and from Crookston to Minneapolis or Duluth 16.5 cents per 100 lbs. Under the rates as fixed by the commission the Great Northern company would charge as follows: For 100 lbs. from East Grand Forks to Duluth, 16.5 cents; for 100 lbs. from Fisher to Duluth, 16.3 cents; for 100 lbs. from Crookston to Duluth, 16 cents; for 100 lbs. from East Grand Forks to Minneapolis, 15 cents; for 100 lbs. from Fisher to Minneapolis, 14.8 cents; for 100 lbs. from Crookston to Minneapolis, 14.5 cents." The rates of the Great Northern Railway company for carrying grain within this state for all other distances and from all other points were correspondingly reduced, and the court below found that, if such change in the rates had been in force in 1894, the reduction in the revenue of the Great Northern Railway company by reason thereof would have been \$348,922. The court further found that the rates as thus reduced are unreasonable and confiscatory. As lessee of the Manitoba Railway company, the Great Northern company operates 3,816 miles of main track, of which only 1,381 are within this state. For the purpose of this case, the railroad company classifies its business into local and through business,—local business when the haul both begins and ends in this state, and when it begins or ends in this state; through business when the haul begins beyond the state on one side, extends across the state and ends beyond it on the other side. For the purpose of the payment of taxes on their gross earnings in this state, the railway companies have always divided the gross earnings from their interstate business on a mileage basis; and counsel for the state contend that for the purposes of this case, also, the gross earnings on such through business should be apportioned on a mileage basis (that is, that the part of the net earnings on such through business which should be regarded as earned in this state corresponds to the part which the number of miles of haul in this state is of the number of miles in the whole haul). The court finds that, on this basis—

The gross earnings in this state from such through business was in 1894.....	\$3,355,239
Gross earnings in state from other business.....	2,949,415
Total earnings in state.....	\$6,334,654

On the other hand, while the railway company admits that the gross earnings on all interstate business except such through business should be divided on the mileage basis, it contends that the gross earnings on such through business should, for the purpose of fixing rates, be divided as follows: First, there should be credited to Minnesota the operating expenses within this state on such through traffic, and this should be deducted from the total gross earnings on such traffic; second, there must be deducted from the remainder the operating expenses beyond the state on such traffic and the amount of all fixed charges beyond the state; and, third, the remainder should be credited to Minnesota. We do not understand counsel to claim that the net earnings on local business beyond the state should not first be applied to the payment of fixed charges beyond the state, though the wording of his rule would so imply. The court finds that on this basis the gross earnings in this state in 1894 on such through business were \$1,700,883, making the total gross earnings in this state in that year \$4,650,995, or \$1,684,556 less than when the gross earnings on such through business are divided on a mileage basis, as contended for by the state. The court found the operating expenses in 1894 of the Minnesota part of the lines to be \$2,774,856, and the fixed charges which the Great Northern company was bound to pay on account of such part of its lines to be in 1894 as follows:

Interest on Minnesota portion of bonded debt (the items of which are given in a part of the findings above quoted, and will be again given hereafter).....	\$ 1,400,130
Taxes.....	184,798
Rentals.....	123,496
Six per cent dividend on \$15,000,000 of Manitoba stock.....	900,000
Total.....	\$ 2,708,424

Dividing the gross earnings on the through business on the mileage basis, the gross earnings in 1894 on the part of the lines in this state are.....	6,334,654
Operating expenses.....	2,774,856
Net earnings.....	\$ 3,560,798
Fixed charges.....	2,708,424
Balance of net profits.....	\$ 852,416
Deduction which would be caused by rates as fixed by commission.....	248,993
Balance of net profits with rates reduced.....	\$ 603,424

On these figures the court held that, if it is proper to divide the gross earnings on through business on the mileage basis, the rates fixed by the commission are not unreasonable or confiscatory, but that, if such gross earnings should be divided in the manner contended for by the railway company, it would leave a net deficit of (\$1,684,556—\$603,424) \$1,081,132, and that such rates would be confiscatory. The court did not attempt to settle the controversy as to how the gross or net earnings on such through business should be divided, but held the rates fixed by the commission confiscatory, for reasons which will be hereinafter stated. It may well be that for the purpose of taxation, under the constitution and laws of this state, such gross earnings should be divided on one basis, and that, for the purpose of determining whether the rates fixed are confiscatory, the net earnings on such through business should be divided on some other basis. The total gross earnings in 1894 from all the leased lines were \$11,385,770. If this is divided on a mileage basis, it gives \$6,334,654 as earned on the 1,381 miles of main track in Minnesota (\$4,587 per mile), and \$5,051,116 as earned on the 2,435 miles of main track west of Minnesota (\$2,074 per mile). It will be observed, therefore, that the traffic on these lines is considerably more than twice as heavy in Minnesota as it is beyond the state. Under these circumstances, a division of the gross earnings on the mileage basis is neither just nor reasonable. Operating expenses are proportionately higher on the portion of the road having the least business. Besides, higher rates must be charged on the business of that portion of the road, in order to make a reasonable income on the cost of reproducing it. Therefore, if the business is divided on the mileage basis, it may give Minnesota the benefit of high rates charged elsewhere, which the railway company is not entitled to charge in this state. Let us now examine the rule of apportioning the earnings contended for by the railway company. Its position is that if this system of roads had been built from St. Paul and Minneapolis to the west line of this state, and no further, the patrons of the road in this state would have had no benefit from any traffic west of the state, and that under the rule proposed these patrons have at nothing by the extension of the lines beyond the state, as they are not required to pay any of the fixed charges beyond the state, for this rule requires such through traffic to pay at least its own operating expenses in this state. This position is untenable. It is perfectly natural that a railroad extending to the great wheat fields of the Red River valley should draw traffic from one side of that valley as well as the other, regardless of the fact that this valley is divided by the state line; and a road from St. Paul and Minneapolis or Duluth that extended only to such state line, and had always terminated at that point, with no railway connections or feeders beyond, would not be an enterprise planned or conducted on business principles. The people of Minnesota are entitled to all the benefits which should come to them from the fact that just beyond the border of this state there is a large area of fertile territory, which furnishes a very considerable amount of railroad traffic that co-operates with a large amount of similar traffic in this state to make reasonable rates on each side of the line much lower than they would be if the railroad could only get business on the one side of the line or the other.

10. Again, it is asserted that this rule would not compel the patrons of the road in this state to pay any part of the fixed charges of the road outside of the state. Let us see if this assertion is necessarily true. Let us suppose that this system of roads had been built across Minnesota and the east half of North and South Dakota, but no further, and that the fixed charges on all parts of the system were equal to a reasonable income on the cost of reproducing the same. All parts of this system being in fertile territory, comparatively well settled, and capable of furnishing a large amount of railroad traffic, the system would earn a fair income at very low rates; and, on the additional business obtained by the extension of the lines from Minnesota into the eastern half of the Dakotas, sufficient would be earned, at reasonable rates, not only to pay all the operating expenses on such additional business for the whole length of the haul on the same, and the fixed charges in the Dakotas, but also to pay such just and equitable portions of the fixed charges in Minnesota as all the business to and from the Dakotas should pay because of a part of the haul on the same being over the lines in Minnesota. And it does not necessarily follow that such just and equitable portion

must be found by dividing the gross earnings on such business on such mileage basis. We will now suppose that, after this state of things had existed for many years, the management extended the lines out through the less fertile and almost uninhabited regions farther west, to the west line of the Dakotas, and that the fixed charges on such extensions were equal to a reasonable income on the cost of reproducing the same. Let us further suppose that the additional traffic obtained by such extensions did not more than pay the operating expenses on the whole length of the haul on such traffic and one-fourth of the fixed charges on such extensions. The other three-fourths of such fixed charges would have to be paid out of the earnings of other Dakota business, and, although rates in the Dakotas were raised to make up the deficiency on such fixed charges, there would be left no part of the earnings on the Dakota through business, which passes entirely across Minnesota, to apply on the fixed charges in Minnesota; and rates in Minnesota would have to be raised, for two reasons: First, to meet the deficiency in net earnings to pay the fixed charges in this state; and second, because rates would now be comparatively lower in this state than in the Dakotas. Then it is clear that the traffic in Minnesota would, either directly or indirectly, have to bear a portion of the fixed charges on the new extensions in western Dakota.

But why should the people of Minnesota and eastern Dakota be made to pay an income on this idle railroad property further west? If these extensions of the lines turn out to be an unprofitable venture, clearly the loss should be borne by the railway company, and not by the people of Minnesota and eastern Dakota. To say that the country owes a railroad company a living is one thing. To say that the country must indefinitely a railroad company against all of its own mistakes is a very different thing. To hold that a railroad company can impose on the public all kinds of burdens, by all kinds of unbusinesslike ventures and speculations, would be monstrous. These considerations lead to the conclusion that when any feeder or extension, portion of a railroad line or system, is an incumbrance on the rest of the line or system, so that the rest of such line or system would, at the same rate, produce more net income if such portion did not exist, then such portion is not self-supporting; that is, if all the gross earnings on all the traffic passing over such portion, and on the whole length of the haul on such traffic, will not pay the operating expenses on such traffic for the whole length of such haul, and pay for the wear and tear on the line caused by such additional traffic, and also pay a reasonable income on the cost of reproducing such portion of the line, and these conditions are not of a temporary character, but are the result of building the feeder or extension where there was not sufficient business to justify its existence, then such portion is not self-supporting. A portion of a line that is not self-supporting is not a feeder, but an incumbrance; and in determining what are reasonable rates on the rest of the line or system, any state has a right to reject such portion from the line or system. Of course, in rejecting the same all benefit to the rest of the line or system from traffic passing over such portion must also be rejected, and nothing can be allowed to the rest of the line or system on such traffic, except the operating expenses on the same, including the additional wear and tear on the rest of the road caused by such traffic. Whether this rule would apply where such a portion of a line or system ceased to be self-supporting by reason of some temporary cause, such as an unusual draught or a pestilence, we need not consider. It seems to us that there is scarcely any good reason why a railway system should be divided on state lines at all, for the purpose of fixing rates. After rejecting the portions that are not self-supporting, the balance of the system may be considered as a whole; and, in fixing rates in one state, it will only be necessary to see that, if rates are properly adjusted throughout so as to correspond with the rates thus fixed, the whole of such balance of the system will yield a reasonable income on the cost of reproducing the same. In determining what is a proper adjustment of rates as between the different portions of the system, every case must depend on its own circumstances. We do not wish to be understood as assuming that in fact any portion of the railway system here in question is not self-supporting. There is no evidence on that point either one way or the other. But under the statute the burden was on the railway company to make out its case, and when it showed such a great disparity between the earnings in this state and the earnings outside of the state, and when it claimed that the people of Minnesota were entitled to so little benefit (\$158 per mile) from the large amount of through business carried across the state, it should have gone further, and shown that all, or substantially all, of its system, was self-supporting; that no substantial portion of the system was an incumbrance on the rest of it.

II. Let us now proceed to consider further some of the other questions in the case. As we have seen, it is not the amount of bonds and stocks and the amount of interest or dividends which some one has guaranteed or agreed to pay that determines whether or not the rates fixed by the commission are confiscatory, but this is determined by what, under the circumstances, is a fair income on the cost of producing the road. The court below adopted

the former test instead of the latter. In finding the amount of "interest on Minnesota portion of bonded debt," it adopted the table furnished by the railway company, and called "Second Supplement to Exhibit J," which is as follows:

Details of interest, \$1,490,130, on Minnesota proportion of bonded debt of St. P., M. & M. properties:	
\$ 2,322,000 at 7 per cent.....	\$ 162,540
7,454,000 at 4½ per cent.....	335,430
16,338,000 at 5 per cent.....	822,160
\$ 26,112,000.....	\$ 1,490,130

To this the court added a further charge of 5 per cent on \$15,000,000 of the Manitoba stock, on which the Great Northern company agreed to pay a dividend of 5 per cent per annum. In these times, as we have seen, 5 per cent per annum on the cost of reproducing all of the road except the terminals, and 2½ per cent on the cost of reproducing the terminals, is a liberal income, and the fact that the railroad company agreed to pay interest and dividends at the rate of 5 and 7 per cent per annum does not concern the patrons of the road. The court found the cost of reproducing the part of the road within this state to be \$44,000,000. Of this, as we have seen, about \$14,000,000 is the cost of reproducing the terminals, on which 2½ per cent per annum is a liberal rate of income, and 5 per cent is a liberal rate on the balance.

5 per cent of \$30,000,000 equals.....	\$ 1,500,000
2½ per cent on \$14,000,000 equals.....	350,000
Total amount of reasonable income.....	\$ 1,850,000
Taxes.....	194,756
Rentals (to companies other than the Manitoba).....	133,496
Total.....	\$ 2,178,252

Then if the net earnings in 1894 in this state would, under the rates fixed by the commission, amount to the last-named sum, such rates were not confiscatory. This sum is very much less than the \$1,500,795 of net earnings in this state, which we get by dividing on the mileage basis the gross earnings on the through business; and, after deducting from the last-named sum the \$268,992 which the net earnings would be reduced by the rates fixed by the commission, we have \$5,311,908. Deducting said \$2,178,252 from this leaves \$1,143,656 to compensate for whatever error may exist in the rule of apportioning the earnings on through business on the mileage basis. In other words, by so apportioning the earnings on the mileage basis we would have the last-named sum earned, or assumed to be earned, in this state, to apply to fixed charges and expenses beyond the state, and still the rates fixed by the commission would not be confiscatory. But the railway company made no case which required the court to make any division of the earnings between the parts of its lines within and the parts of its lines without this state. Under our statute the burden is on the railway company to prove that the rates fixed by the commission are confiscatory. The witnesses for the railway company did not give the data on which they estimated what part of the gross earnings on such through business should be credited to Minnesota. And, in estimating the amount of fixed charges, it is evident that these witnesses and the court below assumed that the proceeds of all of the \$84,522,484 of bonds outstanding, except the \$26,312,000 apportioned to Minnesota as aforesaid, went into the construction of the lines of road beyond this state, and that the proceeds of the bonds so apportioned to the lines beyond the state were equal to the face of the bonds. But, as we will hereafter show, the proceeds of such bonds which went into the construction of the lines beyond the state must be held, on the evidence, to be about \$17,750,000 less than the face of the bonds. This is a very large discrepancy, which renders wholly worthless the estimates of these witnesses as to the amount of fixed charges which the parts of the lines beyond the state should bear. Then the railway company did not maintain the burden of proof placed upon it by the statute, and show to what extent, if any, a division of the gross earnings on such through business on the mileage basis was unfair and inequitable. The railway company must prove every fact necessary to make out its case. It did not prove what its rates were beyond the line of the state, or that the rates fixed by the commission were comparatively lower than the rates on through business, or comparatively lower than the rates on local business outside of this state. It offered evidence tending to prove the cost of reproducing the part of the roads in Minnesota, but it offered no direct evidence tending to prove the cost of reproducing the parts of the roads outside of this state. Neither have we any light as to the original cost of the latter, except what may be gathered from the amount of bonds issued, and the estimates of the witnesses of the railway company as to the amount of these bonds which should be apportioned to the part of the lines in Minnesota. But it

appears from the evidence that considerable of the proceeds of the rest of these bonds went into other enterprises fostered by the railway company.

12. As before stated, the total amount of bonds issued was, in round numbers, \$84,000,000; the amount so apportioned to Minnesota, \$26,000,000; the Manitoba company sold \$5,000,000 of stock for cash at par; and its stockholders paid into its treasury in cash \$10,000,000 more when the lease was made to the Great Northern company; and all of the proceeds of these transactions went into the construction of said leased lines of railroad, and the fostering of said other enterprises. But the evidence does not show very clearly how much went into each. We will now state some of these transactions more in detail. Of the \$84,000,000 or more of bonds now outstanding, \$7,805,000, known as "Montana Extension Bonds," are a lien only on that part of the road in Montana, and \$28,848,484, known as "Pacific Extension Bonds," are a first lien only on that part of the road west of Montana. Both series are 4 per cent fifty-year bonds, and Vice-President O'ough testified that they were sold at about 80 cents on the dollar, so that they would net 5 per cent interest per annum. To net 5 per cent interest per annum for the fifty years, they should be sold for 81½ cents on the dollar, and their proceeds would be \$6,780,594 less than the face of the bonds. Therefore that much less went into the construction of the road. It is easy to understand why these bonds, secured only by a mortgage on sections of this road running through this undeveloped country, would have to be sold at such a discount. But if these bonds were not at the time adequately secured, so that they could be floated at such reasonably low rates of interest as bonds adequately secured might be, the loss resulting from the transaction should be borne by some one else than the patrons of the road. But in any event, the cost of constructing or reproducing the road must be that much less, and for the purpose of this case this six and three-quarter millions (nearly) should be thrown out in ascertaining the amount of capital invested in this road. It will be remembered that after the foreclosure sales of 1879 the Manitoba company issued to its promoters \$15,000,000 of its stock. Some time afterwards it issued \$5,000,000 more, which was sold for cash at par. The manner in which the \$10,000,000 was paid by the stockholders of the Manitoba company into its treasury at the time of the lease as aforesaid is well stated by the court in its findings of fact as follows:

"At the time of the lease of its road by the Manitoba company to the Great Northern company, in 1890, a large amount of miscellaneous property was sold and transferred by said Manitoba company to said Great Northern company. Said properties consisted of the following items, of the agreed value set opposite each, as follows:

BONDS.	
Willmar & Sioux Falls railway.....	\$ 2,025,000.00
Duluth, Watertown & Pacific railway.....	1,375,000.00
Montana Central railway.....	500,000.00
St. Paul, Minneapolis & Manitoba railway, first mortgage bonds.....	100.00
St. Paul, Minneapolis & Manitoba railway, Montana extension.....	5,000.00
Minnesota Transfer railway.....	100,000.00
Todd county.....	30,000.00
Town of Hutchinson.....	12,000.00
Town of Breckenridge.....	4,300.00
County of Pipestone.....	30,000.00
Town of Minnesota Falls.....	2,000.00
Town of Sandness.....	2,000.00
Total.....	\$ 4,605,400.00
STOCKS.	
Eastern Railway company of Minnesota.....	\$ 2,000,000.00
Montana Central Railway company.....	5,000,000.00
Willmar & Sioux Falls Railway company.....	1,500,000.00
Duluth, Watertown & Pacific.....	750,000.00
Northern Steamship company.....	1,500,000.00
Minneapolis Union Railway company.....	500,000.00
St. Paul Union Depot company.....	70,000.00
Minneapolis Transfer company.....	7,000.00
St. Paul, Minneapolis & Manitoba Railway company.....	5,400.00
Sand Coulee Coal company.....	250,000.00
Climax Coal company.....	148,000.00
St. Paul Foundry company.....	75,000.00
Ft. Benton Bridge company.....	11,500.00
Lake Superior Terminal Railway company.....	10,700.00
Total.....	\$14,814,900.00

OTHER PROPERTIES.	
Land contracts.....	\$ 621,771.93
St. Anthony elevator.....	30,322.63
Hotel Lafayette.....	307,079.22
Minnetonka Beach lands.....	75,502.71
Pine lands, Millie Lake county.....	53,563.56
Devil's Lake town site.....	33,361.90
Sundry town sites.....	5,000.000
St. Paul, Minneapolis & Manitoba company bonds.....	750,000.00
Land grant, St. Cloud to Hinckley.....	503,823.74
Total.....	\$ 2,326,823.99

"Said properties so transferred were of the aggregate value of \$1,835,123.59, and were paid for by the Great Northern company by its stock then issued, to the amount of \$20,000,000, in the manner following, as shown by the reports to the commissioners in evidence: The properties so transferred as aforesaid were subject to a lien of \$8,250,000. The stockholders of the Manitoba company paid to the Great Northern company \$10,000,000 in cash, and transferred it to said properties as aforesaid. The Great Northern company assumed and paid said lien of \$8,250,000, and thereupon issued to said stockholders of the Manitoba company \$20,000,000 of Great Northern stock; each stockholder of the Manitoba company being given a share of the stock of the Great Northern company for each share that he held in the Manitoba."

Because the Great Northern company paid for these properties with \$20,000,000 of its stock, the court below held that these properties and the income from the same must be excluded from consideration in this case; that, for the purposes of this case, these properties, and the income from the same, must be set aside and appropriated exclusively to the payment of dividends on these \$20,000,000 of Great Northern company stock, and that at the same time the road operated by the Great Northern company in its own name must earn enough to pay all of the interest on all of these \$24,000,000 of bonds, and all of the other fixed charges on this road; and, because it would fall to do so under the rates fixed by the commission, these rates are confiscatory. This is clearly error. For the purposes of this case, said \$20,000,000 of Great Northern Railway company stock represent only \$10,000,000 paid in. The rest is water. These other properties above enumerated not only represent these \$10,000,000, but, as we have seen, they must also represent over \$11,000,000 more of the proceeds of these \$24,000,000 of bonds issued by the Manitoba company, with which proceeds these properties were originally acquired, and yet the interest on all of these bonds is charged up against the earnings of the Great Northern Railway company's road. Then, if the position of the court below is correct, the stockholders of the Manitoba company have succeeded in taking out over \$11,000,000 of its capital, on which the road must still earn an income. If these other properties are to be thus excluded, the \$10,000,000 paid for the \$20,000,000 of Great Northern Railway company stock must also be excluded, and about \$11,000,000 more must be deducted from said \$24,000,000 of bonds. Perhaps, with the data which has now been given, we can approximate the original cost of the parts of these roads outside of this state.

Of the \$24,000,000 of bonds outstanding, the witnesses of the railway company apportion to the part of the road in this state.....	\$ 26,312,000.00
Discount on Montana extension and Pacific extension bonds.....	6,780,594.00
Bonds, the proceeds of which acquired said other properties.....	11,000,000.00
Total.....	\$ 44,092,594.00

Deducting this from \$24,528,484, the total amount of bonds outstanding, we have \$40,485,425 as the total amount of the proceeds of these bonds invested in the construction of the parts of these lines outside of this state. Add to this the \$5,000,000 in cash paid for said \$5,000,000 of Manitoba stock, and we have:

As the total approximate cost of the parts of these lines outside of this state.....	\$ 45,485,425.00
Cost of reproducing road in this state.....	44,000,000.00
Total cost of road.....	\$ 89,485,425.00

Of this total, \$14,000,000 is the cost of reproducing the terminals in St. Paul and Minneapolis, and 2½ per cent per annum is, as we have seen, a liberal income on the same. On the other 75½ millions (nearly), 5 per cent per annum is, in these times, a liberal income.

Five per cent of \$75,000,000.....	\$ 3,750,000.00
Two and one-half per cent of \$14,000,000.....	350,000.00
Total reasonable income.....	\$ 4,100,000.00

Let us now ascertain what amount of income the whole road produced in 1894. The Great Northern Railway company reported for the fiscal year of 1894 as follows:

Total gross earnings for entire road, not including other revenue.....	\$ 11,265,770.90
Total operating expenses.....	6,488,770.21
Net earnings for the year from the operation of the road.....	\$ 4,796,991.75
Miscellaneous income arising from lease of terminals and parts of road, interest, exchange, etc.....	773,397.54
Total.....	\$ 5,670,389.29

From this must be deducted:

Interest on separate debt of Great Northern company.....	600,000.00
Rentals paid to other companies than the Manitoba Railway company.....	285,000.00
Taxes.....	411,948.29
Total.....	\$ 1,296,948.29

From said total income of.....	\$ 5,670,389.29
Deduct said sum of.....	1,296,948.29

And we have, total net income.....	\$ 4,373,441.00
Reduction which the rates fixed by the commission would cause.....	248,992.00
Total net income under rates as so fixed.....	\$ 4,124,449.00

This, it will be observed, is but a few hundred dollars less than the above estimate of what under the circumstances, would be a liberal income in 1894 from the whole of these leased lines, and, in our opinion, is neither an unreasonable nor a confiscatory income. In the above computation we have assumed, without proof, that the interest on the separate debt of the Great Northern Railway company is but reasonable income on capital acquired by incurring such debt, and invested in the road after the making of said lease. If so, it is a proper charge to be deducted from the net earnings, in determining the amount of the net income. But, for the purposes of this case, there is no difference in principle between this interest and interest on the debts of the Manitoba company which the Great Northern company agreed to pay as rent. If the amount of such fixed charges exceed the amount of what is a reasonable income on the cost of reproducing the road, the patrons of the road should not be required to pay the excess.

13. But there are still other reasons why the railway company did not maintain the burden of proof cast upon it by the statute, and which would be cast upon it without the aid of any statute. For the purpose of showing that the rates fixed by the commission are confiscatory, the railway company has presented to the court only a part of its entire railway system. Portions of this system have been separately incorporated, but the whole is under one management, and is in fact managed as one entire system. The stocks of these other separately incorporated portions are all, or nearly all, owned by the Great Northern Railway company. Not only is this so, but it appears from the testimony of Vice-President Clough that the stocks of some, if not of all, of these separate corporations have been placed in the hands of the trustees for the purpose of preserving the integrity of the whole system. There are also some other incorporated enterprises whose stocks are owned by the Great Northern company. These stocks are all enumerated in the portion of the court's findings last above quoted. We will now proceed on the assumption that, for the purposes of this case, the Great Northern Railway company has a right thus to divide up its entire system. It appears from the report of the Great Northern company to the railroad commission for the fiscal year of 1894 (its evidence in this case) that some of these stocks earned some very large dividends in that year. The following is taken from one of the tables in that report:

STOCKS OWNED.

NAME.	Total par value.	Rate.	Income or dividend received.	Valuation.
Eastern Railway Company of Minnesota.....	\$5,000,000.00	4 1/2	\$400,000.00	\$5,000,000.00
Willmar & Sioux Falls Railway company.....	1,000,000.00	10 1/2	150,000.00	1,000,000.00
Northern Steamship company.....	1,500,000.00	10 1/2	150,000.00	1,500,000.00
Minneapolis Union Railway company.....	500,000.00	15 1/2	75,000.00	500,000.00
Sand Coulee Coal company.....	250,000.00	10 1/2	300,000.00	250,000.00

Besides declaring these dividends, the Minnesota Eastern Railway company paid 5 per cent interest on \$4,700,000 of bonds issued by it, and the Willmar & Sioux Falls Railway company paid 5 per cent interest on \$3,625,000 of bonds issued by it. None of these bonds are now held by the Great Northern company. The Northern Steamship company connects with the Great Northern railway system at its terminus at West Superior, Wis., and carries freight and passengers from that point eastward over the great lakes as far as Buffalo, N. Y. The Sand Coulee Coal company furnishes a large portion of the coal consumed in operating the lines of the Great Northern Railway company, and the balance of the coal produced by its mines is distributed by the railway company to consumers along its lines. These separate corporations are all controlled absolutely by the Great Northern company, and the amount of the profits of each depends almost wholly on the character of its dealings with the Great Northern company, and is in fact a mere matter of book-keeping, in which the officers of the latter company divide the joint profits as they see fit. But, so far as the rights of the patrons of the railroad may be prejudiced by any such division, they are not bound by it. When the two contracting parties are in fact one, so that the one party is merely dealing with himself, the rights of third parties cannot be concluded by such dealing. And when a party deals with himself in such a case the burden is on him to show that the transaction is a fair and equitable one. The burden was on the Great Northern Railway company, in this case, to show that the division of profits between it and these other corporations was fair and reasonable, and it failed to offer any evidence on that point. The presumption against it is also heightened by the appearance of things. Here are some parts of its railway system and some of these other corporations earning as dividends from 8 to 100 per cent per annum, and no explanation is given. It is highly commendable, in the management of this system, that it organized all of these profitable enterprises for the benefit of all of its stockholders, and not for the benefit of the managers and their favorites, as has been done by railway managers in so many other instances. But the fact that it has organized for the benefit of its stockholders all these profitable side enterprises which feed off this railroad system does not change the presumption as between it and the public, or show that it has been equally fair and disinterested toward the patrons of the road. Here, for instance, is the Willmar & Sioux Falls branch, which is a mere feeder of one of the main lines, earning in these dull times a dividend of 10 per cent, above the interest on its bonds, while, as the railway company claims, the main line is earning no dividend at all, or scarcely any. The division of profits in this instance may be fair and reasonable, but it will certainly take evidence to prove that it is. It may be a question whether this entire railway system should be thus divided up at all. As appears by the court's findings above quoted, there are a number of other separate railroad corporations whose stocks are owned by the Great Northern company. The railroad properties of most of these other companies are a part of the Great Northern system. A fair dividend was declared on the stocks of some of these companies, and none at all on the stocks of others. It may be that this whole railroad system is tied together for better and for worse; that it is immaterial how the management has apportioned the profits between the different parts of the system, and that for the purpose of determining whether rates fixed by one state are confiscatory, the only division that can be made of the whole system is into the portion which is self-supporting and the portions which are not self-supporting, as before stated; and that, after rejecting the latter portions, it only remains to be determined whether the rates thus fixed by the state are comparatively lower than the rates beyond the state, so that a like reduction of the latter rates to the same comparative level would result in such a deficiency of income as to be confiscatory. On these points we will express no opinion. But, unless substance is sacrificed to form, it may be that the separately incorporated portions of this railway system should not, for the purposes of such a case as this, be regarded as separate railroads. But even if these separately incorporated portions must be regarded as one railroad, or a single system, it is still a question

whether the plant of the Northern Steamship company should be regarded as a part of that system, and it is still more doubtful whether the mines or plant of the Sand Coulee Coal company should be so regarded; and, if these plants should not be considered a part of the railway system, the Great Northern Railway company would not have to put into the common pot, in this case, such profits of those two concerns as result from a just and equitable division of profits between the railway system and each of these other plants. But the burden would still be on the railway company in this case to show that it has made such a just and equitable division of such profits, and, as before stated, it has failed to maintain that burden. The presumption against the Great Northern company on this point is further strengthened by the fact that all of its revenues in 1894 from all its properties were such that they only lacked \$104,153.58 of paying all of the fixed charges for that year, including the 6 per cent dividend on the \$20,000,000 of Manitoba stock, and paying also a dividend of \$1,187,500 on the stock of the Great Northern company. The deficiency was taken from the surplus of over \$1,500,000 on hand, accumulated from the revenues of former years. This appears by the "income account" of the Great Northern company in its said report for 1894, which is as follows:

Gross earnings from operation.....	\$11,385,770.96	
Less operating expenses.....	6,488,779.21	
Income from operation.....		\$ 4,896,991.75
Dividend on stocks owned.....	\$ 1,084,607.25	
Interest on bonds owned.....	133,197.49	
Miscellaneous income, less expenses.....	733,297.57	
Total.....		\$ 1,951,102.31
Total income.....		\$ 6,848,094.06

DEDUCTIONS FROM INCOME.

Interest on funded debt accrued (separate debt of Gt. N. Ry. Co.)....	\$ 600,000.00
Rents paid for lease of road.....	4,736,504.91
Taxes.....	411,942.83
Total deductions from income.....	\$ 5,768,447.74
Net income.....	\$ 1,083,346.32
Dividends 5 per cent preferred (Great Northern) stock.....	1,187,500.00
Deficit from operations of year ending June 30, 1894.....	104,153.66
Surplus on June 30, 1893 (from general balance sheet, 1893 report).....	3,257,666.82
Surplus on June 30, 1894 (for entry on general balance sheet).....	3,433,805.14

Then, from every view that can be taken of this case, it must be held that the railway company failed to maintain the burden of proof that was upon it, and show that the rates complained of are confiscatory. In said report of the dividend declared by the Sand Coulee Coal company in 1894 is a note stating that this dividend of \$300,000 was "paid out of the profits of the Sand Coulee Coal company for the last four years." We do not see that this fact, standing alone, changes any presumption in this case, or raises a presumption that it had not declared large dividends in prior years. It is also claimed that a considerable portion of the profits of the Great Northern company for years prior to 1894 were invested in the different properties, instead of being distributed among its stockholders, but the amount of the profits so invested does not appear. We do not see that these facts should have any very controlling influence in the result of this case. If the Great Northern company has made such large profits in the past that it was able to pay very large dividends, and still accumulate such large amounts of surplus to invest in its properties, or to carry along for several years, it should be content to get along with smaller profits in such times of financial stringency as existed in 1894. Then, from any view that can be taken of the case, it must be held that the railway company failed to maintain the burden of proof that was upon it, and show that the rates complained of were confiscatory. We are of the opinion that, therefore, the order appealed from should be reversed, and a new trial granted. It is so ordered.

Mitchell, J. I concur in the result arrived at in the foregoing opinion, and in most of the grounds upon which it is based; but, in view of the importance of the case, I wish to emphasize a few principles which I think should govern this class of cases in the courts. I will do this in the form of a statement of certain propositions, without entering into any extended argument in their support:

1. It must now be accepted as the settled law, that, when rates of charges by railway companies have been fixed by the legislature or a commission, the determination of the

question whether such rates are "reasonable" or "unreasonable" is a judicial function. But this is so, not because the fixing of rates is a judicial function (for all the authorities agree that it is a legislative one), but solely by virtue of the constitutional guaranty that no one shall be deprived of his property without due process of law. Therefore, the only function of the courts is to determine whether the rates fixed violate this constitutional principle. Courts should be very slow to interfere with the deliberate judgment of the legislature or a legislative commission in the exercise of what is confessedly a legislative or administrative function. To warrant such interference, it should clearly appear that the rates fixed are so grossly inadequate as to be confiscatory, and hence in violation of the constitution. It is not enough to justify a court in holding a rate "unreasonable," and hence unconstitutional, that, if it was its province to fix rates, it would, in its judgment, have fixed them somewhat higher. Any such doctrine would result, in effect, in transferring the power of fixing rates from the legislature to the courts, and making it a judicial, and not a legislative, function. When there is room for a reasonable difference of opinion, in the exercise of an honest and intelligent judgment, as to the reasonableness of a rate, the courts have no right to set up their judgment against that of the legislature or of a legislative commission. In my opinion, it is only when a rate is manifestly so grossly inadequate that it could not have been fixed in the exercise of an honest and intelligent judgment, that the courts have any right to declare it to be confiscatory. This seems to be substantially the doctrine suggested in *Waterworks v. Schottler*, 110 U. S. 347-354, 4 Sup. Ct. 48, which, so far as I can discover is the first case in which that court suggested any modification or limitation of the doctrine of the so-called "Granger cases." And I think it is the doctrine which the courts must finally settle down on, unless they are prepared to assume the function of themselves fixing rates.

2. What is a reasonable rate is a difficult question, and it is doubtful whether any single rule for determining it can be laid down that would be complete, and alike applicable to all cases. But as good a general rule as I have found to that stated by counsel for the Northern Pacific Railway company in this case, to-wit: "If a railroad is built and operated wisely and economically; if it is located where public need requires it, where there is business to justify its existence, and constructed so as to be fit and well adapted for the business which it aims to accommodate,—it should be entitled to return as good interest on the cost of the reproduction of the road as capital invested in the average of other lines of enterprise." It seems to me that it follows, as corollaries from this rule, that—First, the cost of reproduction must be estimated on a present cash basis, and that it can make no difference whether a road was originally built with cash capital paid in by the stockholders, or with borrowed money secured by mortgage on the property; and, second, a rate may be reasonable during times of general financial depression, when capital invested in all lines of enterprise is yielding a small return, which would be unreasonable in prosperous times, when capital invested in business enterprises is yielding a much larger return. There is no constitutional principle which guarantees the capital invested in railroads immunity from business vicissitudes to which capital invested in all other enterprises is subject. These propositions are fully discussed in the opinion. The courts should take notice of the general depression in business prevailing in 1894.

3. Where capital (including labor) invested in the production of any article or commodity is comparatively unremunerative, yielding but a small return, a rate for the transportation of such article or commodity may be reasonable, although, if the carrier was required to do all his business at rates fixed on a corresponding basis, such rates would be unreasonable, to the extent of being confiscatory. This is but an enlarged application of a principle already suggested. It is a principle upon which railroads themselves act every day in fixing rates, recognizing as they do that rates are largely dependent upon competition among producers or shippers. Of course, this proposition has its limitations, but it is unnecessary to discuss them here. The courts, I think, should take notice of the small profit in raising grain in Minnesota in and about 1894, owing to the comparatively low prices then prevailing.

I will not go into any discussion of the evidence, or any analysis of the labyrinth of figures and estimates presented in the testimony. That has been very exhaustively, and, as I think, correctly, done by Justice Cauty. Applying the rules I have suggested to the evidence, I do not think any court would be justified in holding that the railroad company has satisfactorily proved that the rates fixed by the commission for the transportation of grain are "unreasonable;" that is, if enforced, they would be confiscatory.

Two propositions, however, are advanced in the foregoing opinion, to the entire correctness of which I do not care to commit myself. I refer to the propositions—First, that a railway company is entitled to a much less percentage on the value of its terminals than it is on the

cost of reproducing the rest of its road; and, second, that, in determining what are reasonable rates on the rest of a line or system of railway, a state has a right to reject from the calculation such portions of the line or system as are not self-supporting. While it is doubtless true that, rightly understood and rightly applied, there is at least an element of truth in both of these propositions, yet they open up such a vast and difficult field for discussion, and would, at best, be subject to so many limitations and qualifications, depending upon the facts and circumstances of each particular case, that I do not now wish to either affirm or deny the correctness of what is said on those points, especially as they are not discussed by counsel, and are not, in my judgment, necessary to the determination of the present case.

Collins, J. I concur in the conclusion reached in the foregoing opinion, but will state my views upon some matters not specially referred to by Mr. Justice Cauty.

The complaint herein was filed under the provisions of subdivision e, § 8, c. 10, general laws 1887, as amended by general laws 1891, c. 106, § 1. This subdivision provides for such filing, the giving of notice to the common carrier, and a hearing before the commission, if the carrier refuses or neglects to change its tariff of rates as demanded in the complaint. After a hearing or investigation the commission makes its report to both complainant and carrier, and, if it finds by the evidence that the tariff of rates complained of is unequal or unreasonable, the "commission shall state wherein they are unequal or unreasonable, and shall make a tariff of rates, fares, charges and classifications which shall be substituted for the tariff complained of." It is then provided that "such tariff of rates, fares, charges or classifications, so made by the commission, shall be deemed and taken in all courts of this state as *prima facie* evidence that the tariff of rates, fares, charges or classifications so made is equal and reasonable, and such tariff so made shall be in full force and effect during the pendency of any appeal that may be taken in the matter to the courts." Here we find that by legislative enactment an order of the commission fixing and prescribing a tariff of rates must be deemed and taken, in all of the courts in our state, as *prima facie* evidence that the tariff so fixed and prescribed is equal and reasonable; the onus being thus cast upon the appealing carrier. In all of our legal tribunals and in all proceedings, to show that it is not. The burden of proof was therefore upon this respondent carrier to overcome the *prima facie* case presented in the court below by means of the order of the commission. And this burden rested upon the carrier at every stage of the trial, and in respect to all matters affecting its earning capacity, its sources of revenue, its operating expenses, the fixed charges, and the value of the investment. The question then arising is whether, in all respects, the evidence justified and warranted the finding, in effect, that the tariff rates fixed by the order of the commission upon wheat, oats, barley, rye, and corn, and the mill products of these grains, were so unjust and unreasonable as to be confiscatory in their nature, and, when enforced, to operate as a practical destruction of the rights of property. The court below found that the tariff rates charged by respondent on grain prior to the order in controversy, which order reduced the rates on the kinds of grain mentioned, and their mill products, about 10 per cent, were low in comparison with rates on other classes of traffic; and it also found, should the rates complained of be reduced as ordered, that "the evidence fails to show that there is any class of traffic in this state upon which the rates can be reasonably increased to make good the amount of such reduction." The finding that the rates complained of were low in comparison with rates on other classes of traffic, admitting that this finding was supported by the evidence, does not tend to support the decision, ultimately reached, that the rates fixed in the order were unjust and unreasonable; for the rates on other classes of traffic, when compared with rates on grain, might be much below what would be a just and reasonable compensation to the carrier. Nor would it follow from the fact that, by comparison, grain rates were lower than rates upon other commodities, that the rates upon these commodities could not be advanced so as to relieve grain from part of the cost of transportation. If sound business principles justified, or justice to the public demanded such action. And when making the finding that the evidence failed to show that there was any class of traffic upon which the rates could reasonably be increased so as to make the loss to the carrier arising from the reduction of revenues caused by the order, the court seems to have disregarded the rule that the burden of proof was on the respondent to show that the rates upon some other, or all other, classes of traffic, could not be raised so as to cover the reduction, and make good any decrease in its revenues growing out of the operation of the order, and to have overlooked the important fact that it was not incumbent upon the complainant to show by a preponderance of evidence that the carrier's loss by reason of the reduction of tariff rates upon the grains mentioned in the order could be made good by increasing, without injustice to any one, the tariff rates upon other classes of traffic. It is well known that, in the business of transportation, common carriers are continually applying principles which are forced upon them by reason of peculiar conditions and situations. Competition between carriers and producers

brings about these conditions and situations, and the result is that arbitrary rates must yield to hard, unyielding facts. Because of this the rate for carrying any particular commodity cannot always be regulated and governed by comparison with the rates fixed for other articles. These rules compel what appears, at first glance, to be discrimination between commodities. That this is an every day practice with carriers, and that it is well known and justified in business circles, and is tolerated and approved because of the necessity, cannot be overlooked by the courts any more than it is by legislatures or by commissioners, or by the carriers themselves, when making schedules of rates for the transportation of either passengers or merchandise. And if this business policy actuates and influences the carriers themselves to disregard a rule of strict comparison and strict equality, as between bulk or weight or value of the various commodities, and to carry one article many more miles for the same money than they do another, although there may be so substantial a difference in bulk or weight, or otherwise, between these two articles, and this is approved by the public as good business policy under the circumstances, there is no reason why the legislature or the commission should not be actuated, influenced, and governed by the same rule. And there is no reason why the courts should not heed and act upon it when called upon to consider and review an order of the character of the one at bar. No better rule for the government of a public commission or a court when investigating rates can be adopted than one applied by the railroads themselves—a rule which will so adjust rates as to secure the largest interchange of commodities; a rule which will stimulate, encourage, and induce the movement of any commodity which can be produced in any section of the country in large quantities. Of course, such rates should not be established so low as to impose an unreasonable burden on other traffic, but should be fixed "so as to have reasonable relation to the cost of production and the value of the transportation service to the producer and shipper." The rule I speak of as being constantly recognized and acted upon by railroads has often been referred to and countenanced by the Interstate Commerce Commission when considering the question of long and short hauls. In *re Louisville & N. Ry. Co.*, 1 Interst. Commerce Com. R. 31; *Thurber v. Railway Co.*, 2 Interst. Commerce Com. R. 473; *Lehmann v. Railway Co.*, 4 Interst. Commerce Com. R. 1; *Warner v. Railway Co.*, id. 32; In *re Excessive Freight Rates*, etc., fd. 48. In fact, the rule which permits a greater rate per mile on the short haul than is charged upon the long is based upon the same principle as that which allows a greater rate to be charged upon certain classes of freight than upon other classes, where there is no material difference in weight, bulk, value, or cost of transportation, and is justified by the same argument. I am of the opinion that evidence should have been introduced in this case which would have supported a finding to the effect that there was no class of traffic in the state upon which rates could have been reasonably increased or fixed so as to make good the amount of reduction upon the articles mentioned in the order appealed from, and that without such a finding of fact the conclusion of the court below reversing the order of the commission was erroneous. I see no reason for holding, as claimed by the appellants, that the court below erred in receiving the evidence tendered by the Northern Pacific Railway company, or that it erred in basing its order of reversal upon the condition of the affairs of that road as shown by the evidence, if it was so based. I am of the opinion that the learned trial court adhered very closely upon the hearing to what was said in this cause when it was here before upon this subject.

I do not quite understand what was meant by the court below when it used the following language in its eighteenth finding of fact: "The order appealed from does not constitute a tariff. It cannot be published as a tariff. It simply fixes the maximum rates upon the mileage basis." I think, when examining schedule A, in which the rate in cents per 100 pounds for various distances, commencing with 4 cents per 100 for five miles and under, and increasing for every five miles until the rate for 400 miles was fixed at 18.7 per 100, the court overlooked the order, for that concluded as follows: "It is therefore ordered that the tariff rates and charges on the above mentioned articles be reduced and fixed at the rate shown in said schedule A." This was a fixing of the tariff rates by the commission, although it is quite possible that a schedule of rates based thereon would have to be prepared by the carrier for the use and guidance of its employes. The order must be regarded as a tariff of rates upon a mileage basis between the points mentioned in the complaint. It is not operative elsewhere, although in terms it may be broad enough to cover the entire line of road owned or operated by the Great Northern company. If, by the fourth subdivision of the main opinion, this court means to hold that the district court can, upon appeal from an order fixing a tariff of rates made by the commission, determine what the rates should be when unable to affirm the order, I must dissent. I am of the opinion that the court below did not err when it refused to find a just and reasonable freight rate for the commodities mentioned in the order, and when it held that it is without the purview of a court of law to determine the question. The claim

of the appellant on this point is that power to find, fix and determine what are reasonable rates is conferred by the statute which authorizes the court on appeal to affirm, modify or reverse the order, in whole or in part, as justice may require. General laws 1891, chapter 196, §3, subdivision d. The fixing of rates is a legislative or administrative function. It is not a judicial question, except as judicial power may be invoked and used to prevent and restrain an abuse of legislative or administrative authority, by the exercise of which a rate unreasonably low, and confiscatory in fact, has been established. When we consider that the commission has power to make many orders which do not affect or fix rates, but which are appealable and may be modified by the courts, I am obliged to hold that the word "modify" comprises "only those modifications which would be an exercise of judicial power, and as not including modification essentially involving an exercise of legislative or administrative power." Thus construing the word, we can give it an effect which harmonizes the section in which it is found with what was said in *Reagan v. Trust Co.*, 154 U. S., 922; 14 Sup. Ct., 1047, as follows: "Courts are not authorized to revise or change the body of rates imposed by legislature or a commission. They do not determine whether one rate is preferable to another, or what, under all the circumstances, would be fair and reasonable as between the carriers and the shippers. They do not engage in any mere administrative work, but still there can be no doubt of their power and duty to inquire whether a body of rates prescribed by a legislature or the commission is unjust or unreasonable and such as to work a practical destruction to rights of property, and, if found to be so, to restrain its operation." Commenting on this and other cases, the circuit court remarked in *Railroad Co. v. Dey*, 38 Fed., 663: "It would be strange, indeed, after the various adjudications of the supreme court, if any court should assume to prescribe a schedule of rates." It has been invariably held that courts are without authority to change rate tariffs when fixed by either legislature or commission. I see nothing in our statute which suggests that the well settled rule should be departed from.

SYLLABI OF CASES DECIDED BY THE INTERSTATE COMMERCE COMMISSION.

August 21, 1896, to December 1, 1897.

The Commercial Club of Omaha v. The Chicago, Rock Island & Pacific Railway company; The Chicago, Rock Island & Texas Railway company; The Missouri Pacific Railway company; The Burlington & Missouri River Railroad company in Nebraska; The Kansas City, St. Joseph & Council Bluffs Railroad company; The Missouri, Kansas & Texas Railway company; The Atchison, Topeka & Santa Fe Railroad company, and Aldace F. Walker, John J. McCook and J. C. Wilson, receivers thereof; The Gulf, Colorado & Santa Fe Railway company; The Houston & Texas Central Railroad company; The International & Great Northern Railroad company; The Texas & Pacific Railway company; The Chicago, Burlington & Quincy Railroad company, and The Wabash Railroad company.

Decided August 21, 1896.

First.—Carriers have no right to disregard distance and natural advantages for the purpose of bringing about commercial equality.

Second.—The practice, if lawful, of giving to Kansas City, on shipments from the west through Pueblo, Colorado Springs, Denver and Cheyenne, and from the northwest through Cheyenne, rates not higher than on such shipments to Omaha, furnishes no warrant for giving Omaha rates from Texas points not higher than those to Kansas City,—the circumstances and conditions in the two cases being substantially dissimilar.

Third.—Through rates are matters of contract between carriers composing through lines, and the commission has no power to compel connecting carriers to contract with each other.

Fourth.—In a case before the commission, instituted by complaint and strictly *inter partes*, matter not expressly put in issue by the pleadings or necessarily involved in issues so presented, cannot be authoritatively determined by the commission.

Fifth.—If, in cases of shipments under a through bill of lading and a through rate, the privilege of "stoppage in transit" at an intermediate point and trying the market there, and if it be found unsatisfactory, of reshipping on to the point of original destination at the balance of the through rate, be lawful, the granting of it to one locality and denying of it to another under substantially similar circumstances, would be an unjust discrimination against the latter.

Sixth.—The maxima class rates between Omaha and Texas points should not be as high as those between Chicago and Texas points, and should not exceed those between Davenport, Rock Island and Moline and Texas points, and the rate on syrup from Omaha should not be in excess of that from Davenport.

Wolf Brothers v. Allegheny Valley Railway Company and Others.

Decided January 28, 1897.

Complainants' open-end envelopes, though made by a different and cheaper process than that employed in the manufacture of other open-end or side envelopes, and usually from an inferior grade of paper, are nevertheless made, used and shipped like merchandise envelopes, and not like paper bags, which defendants place in a lower class; and rating complainants' envelopes in the higher class provided for merchandise envelopes is not unlawful.

POSTING SCHEDULES, CLASSIFICATION, GROUP RATES, REPARATION.

W. R. Rea v. Mobile & Ohio Railroad company.

Decided February 24, 1897.

First.—Posting notices in a railway station that all rates are on file in the office of the station agent and may be examined upon application to such agent does not constitute com-

pliance with the requirements of the act to regulate commerce, in respect to the posting by a common carrier of printed schedules showing its rates, fares and charges.

Second.—Evidence presented concerning defendant's alleged unlawful practice of charging second-class rates on beans, while tomatoes are carried by it at rates provided for third-class articles. *Held:* Not sufficient to justify an order requiring a change in classification. *Held further:* That the present difference of almost one-half in the rate on beans and tomatoes shipped from Verona, Miss., to East St. Louis, Ill., the actual cost of transportation being nearly the same, ought to be remedied.

Third.—Group rates of 70 cents on second-class articles and 44 cents on third-class applying within a distance of 271 miles from Prichard, Ala., to Verona, Miss., on shipments over an extreme distance of 640 miles to East St. Louis, and which in the next 200 miles fall to 30 cents, second-class, and 22 cents, third-class. *Held, prima facie* unreasonable and unjustly discriminating against points within the group which are nearer to East St. Louis, and unlawful as to shipments from Verona.

Fourth.—Issuance of order in regard to defendant's group-rate practice suspended, and case held open to permit readjustment of rates by defendant, but with leave to complainant to file such application for an order in that respect as may be necessary, and with leave, also, to either party to introduce further evidence.

Fifth.—Complainant offered the defendant a carload of potatoes at Verona, Miss., and asked that the shipment be forwarded to Cleveland, Ohio, via a connecting line with which defendant had at the time through billing arrangements and through rates, but defendant's agent refused to receive and route the shipment in accordance with such direction, and complainant was thereby damaged to the extent of \$100. *Held:* That complainant was entitled to have his merchandise carried over the route which he directed, and that the failure of defendant to receive and forward the shipment accordingly was a discrimination against complainant in violation of the act to regulate commerce. Reparation ordered.

The Board of Railroad and Warehouse Commissioners of the State of Missouri v. The Eureka Springs Railway company.

PASSENGER RATES.

Complaint filed January 29, 1895—Answer filed February 19, 1895—Testimony taken April 19, 1895—Decided February 26, 1897.

The through rate over a railroad 18½ miles long (10½ miles in Arkansas and 8 in Missouri) was \$1.35, 10 cents per mile. The local charges between the stations in Arkansas were on the basis of 5 cents per mile, any higher charge being unlawful under the statute of the state. On roads of this class in Missouri the rate authorized is 4 cents to the mile. The net earnings are in excess of a moderate return on the actual investments of the railway company, but are less than in former years. *Held:* That the through rate is unreasonable and unjust, and *Held, further,* that any through rate over the road in excess of \$1.20 (8½ cents per mile) is unreasonable and unlawful.

W. H. Boyer & Co. v. The Chesapeake, Ohio & Southwestern Railway company; The Ohio & Mississippi Railway company; The Baltimore & Ohio Railroad company; The Illinois Central Railroad company.

January 4, 1894, hearing had at Washington, D. C.—January 20, 1897, Illinois Central Railroad company made a party defendant—February 15, 1897, answer of Illinois Central Railroad company, filed. Decided February 27, 1897.

VIOLATION OF FOURTH SECTION.

The defendant carriers charged 29 cents per 100 pounds on cotton-seed meal from Memphis to Philadelphia, and 34 cents from Dyersburg, a shorter distance intermediate point on the same line. After hearing, the line or road of one of the companies complained against passed into the control of, and was being operated by, a company not a party to the proceeding. This company on being made a party answered that it had put in effect the same rate 26 cents, from both Memphis and Dyersburg, which on further investigation was found to be the fact.

Held: The cause of complaint being removed, the statute substantially complied with, reparation was made. No order was necessary, and the case was dismissed.

In the matter of alleged violations of the fourth section of the act to regulate commerce by the Atchison, Topeka & Santa Fe Railway company and the receivers thereof, and others. (No. 430.)

Decided March 1, 1897.

No disturbance of rates, secret or open, creates such dissimilarity of circumstances and conditions under section 4 of the act to regulate commerce as will justify either of two or more competing carriers subject to that act in charging more for the short than for the long haul, without an order of the commission.

ELECTRIC RAILWAY. INTERSTATE COMMERCE. PASSENGER RATES.

Charles M. Willson v. Rock Creek Railway company of the District of Columbia. Decided March 12, 1897.

First.—The defendant, operating a line of electric railway lying partly in the District of Columbia and partly in the state of Maryland, is subject to the provisions of the act to regulate commerce, although it appears to be constructed upon or along public highways, and is essentially a street surface road for the conveyance of urban and suburban passengers. *Yeomans and Prouty*, Commissioners, dissenting.

Second.—All internal commerce is either state or interstate. Commerce carried on between the state of Maryland and the District of Columbia is not subject to regulation by Maryland laws, and is therefore within the jurisdiction of congress.

Third.—The defendant railway company and a land company owning land and a suburban hotel along the line of railway are distinct corporations, but under substantially the same ownership and control. The land company purchased passenger tickets of the railway company at full rates of fare, and sold them at half rates to guests of its hotel, to persons residing upon land which it had sold or otherwise transferred, and to others, but refused to sell such tickets at half rates to complainant, who, though living in the same locality, resided upon ground not acquired from the land company. *Held:* Upon the evidence presented, that no discrimination was practiced by the railway company; that the community of interest between the two corporations resulting from common ownership was not made a device for enabling the railway company to evade its legal obligations; and that the action of the land company in discriminating between persons in the sale of tickets for the benefit of its separate business is not subject to correction by this commission. *Morrison and Clements*, commissioners, dissenting.

Fourth.—Defendant charged one fare of 5 cents for the ride in Maryland and another for the ride in the District of Columbia, selling, however, six tickets for 25 cents, good for passage in either the district or state, making a through fare of 10 cents, or two such tickets for a continuous ride between Maryland and the district, the total length of its road being about seven and one-half miles. *Held:* That unreasonableness cannot be presumed from the amount of fare so charged, and the other facts incidentally appearing, no direct evidence upon that question having been presented.

Fifth.—Complaint to be dismissed without prejudice, unless complainant shall file application for rehearing.

In the matter of the tariffs and classifications of the Pennsylvania Railroad company and other companies. (No. 385.)

Decided April 3, 1897.

Investigation of freight rates charged by carriers to southern points during a rate war in June and July, 1894 (report of which was daily made and published—Eighth Ann. Rep. Int. Com., 20-24), discontinued on supplemental report and opinion stating the restoration on August 1, 1894, of rates in force prior to June of that year, and citing decision of commission awarding reparation to injured merchants and dealers at Lynchburg, Va. (6 I. C. C. Rep., 632.)

Freight Bureau of the Cincinnati Chamber of Commerce v. Cincinnati, New Orleans & Texas Pacific Railway company, Louisville & Nashville Railroad Company, et al. Decided May 22, 1897.

First.—A city is entitled to benefits arising from its location, and the fact that it enjoys exceptional advantages in one respect is no reason why it should be subjected to discrimination in other respects.

Second.—The location of Cincinnati upon the north bank of the Ohio river, and the fact that railroads leading south must cross that river by expensive bridges for which an arbitrary or toll is charged, or allowed in the division of rates, justify some higher differential from Cincinnati over rates from Louisville, on the south bank of the river, to destination points in so-called "Montgomery and Southwestern Territory."

Third.—Distance is an important element in the determination of rates, and in the absence of other influences it is a controlling factor. When carriers claim justification for higher rates from a competing locality on the ground of greater distance, and the complainant, representing such locality, fails to show circumstances which operate to eliminate distance from consideration or to counteract its influence, such higher rates, if made in accordance with the principle of distance, will not be held unreasonable.

Fourth.—While existing differentials which result in higher freight rates from Cincinnati than from Louisville to "Montgomery Territory" and "Southwestern Territory" may, as a whole, discriminate against Cincinnati, the inequality arises, if it exists, through combinations of rates to Cincinnati and Louisville from territory north of the Ohio river with rates from those points south; there is no showing whether the fault lies with rates north or south of the river, and neither of the carriers operating north of the river is a party to this proceeding. It fairly appears, on the other hand, that if such differentials were entirely abolished, the rates from a large section north of the Ohio would be against Louisville. The complainant asks in its petition that the higher rates from Cincinnati than from Louisville be prohibited; readjustment of present rates is not prayed for, and only the fact of distance is presented as a basis for determining whether the higher rates from Cincinnati are unjust or what rates would be just. *Held:* That the complaint should be dismissed without prejudice.

Charles G. Freeman v. Atchison, Topeka & Santa Fe Railroad company, and Aldace F. Walker and John J. McCook, receivers thereof; Chicago, Rock Island & Pacific Railway company; Kansas City, Ft. Scott & Memphis Railroad company; Missouri, Kansas & Texas Railway company; St. Louis & San Francisco Railway company, and Aldace F. Walker and John J. McCook, receivers thereof; St. Louis, Iron Mountain & Southern Railway company; St. Louis Southwestern Railway company; Southern Pacific company, and Texas & Pacific Railway company.

Complaint filed November 2, 1895—Answers filed November 23, December 10, 1895—Hearing at Chicago, Ill., February 19, 1896—Brief filed April 4, 1896—Decided May 28, 1897.

A combination rate of 72 cents on potatoes in carloads, from Cadillac, Mich., via Grand Rapids, Mich., to Texas common points, made effective since this proceeding was instituted, was a reduction of 5 cents in the rate complained of, and was a substantial satisfaction of the complaint; but it appeared that local rates in force to and from the Mississippi river were charged on said shipments from Cadillac, while defendants operating west of that river accepted less than their said charges west of the river on like shipments which originated at Grand Rapids, Mich., and other points in so-called Detroit-Cleveland territory. *Held:* That without approving defendants' system of shrinking rates, the complaint should be dismissed without prejudice.

Mt. Vernon Milling company v. Chicago, Milwaukee & St. Paul Railway company. (No. 484.) Complaint filed December 4, 1895—Hearing at Chicago, Ill., February 12, 1896, and at Mt. Vernon, S. D., July 23, 1896—Decided May 28, 1897.

Defendant's failure or refusal to provide at its own cost and thereafter maintain a spur or sidetrack from its main line to complainant's mill and elevator at Mt. Vernon, S. D., was not, by the evidence adduced as to the provision and maintenance of sidetracks from defendant's line to mills or elevators at other points in South Dakota, shown to be in violation of section 3 of the act to regulate commerce.

LOWER RATES ON EX-LAKE GRAIN IN CARGO LOTS THAN ON SUCH GRAIN IN CARLOADS.

Paine Brothers & Company v. Lehigh Valley Railroad company; Philadelphia & Reading Railroad company and Joseph S. Harris, Edward M. Paxson and John Lowber Welsh, receivers thereof; Central Railroad company of New Jersey; Wilmington & Northern Railroad company; New York, Susquehanna & Western Railroad company; Erie Railroad company; Delaware & Hudson Canal company; New England Railroad company; Fitchburg Railroad com-

pany; Fall Brook Railway company; Delaware, Lackawanna & Western Railroad company; Central Vermont Railroad company and E. C. Smith and Chas. M. Hays, receivers thereof; New York Central & Hudson River Railroad company.

Decided June 24, 1897.

Defendants established rates on "ex-lake" grain from Buffalo, N. Y., to New York and Philadelphia, and points taking New York and Philadelphia rates, which were lower on so-called cargo lots of 10,000 bushels of oats and 8,000 bushels of other grain than on shipments of oats and such other grain in carload lots, but afterwards modified their tariffs so that, with few exceptions, the lower rates for cargo lots were restricted to export shipments. Such modification of tariffs removed the principal grievance complained of, and no evidence was offered concerning rates on shipments of grain for export. *Held:* That the principle involved under lower rates for cargo or trainload quantities than for carload shipments, whether for export or domestic use, violates the rule of equality and tends to defeat its just and wholesome purpose; and such purpose is not fully accomplished by making all cargo shippers pay the same rate and charging all carload shippers alike. That defendants should reconsider their grain tariffs with a view to amendment thereof in accordance with the opinion herein expressed, and that the case be held open for such further action as may be deemed appropriate.

The New York, New Haven & Hartford Railroad company v. Thomas C. Platt and Marsden J. Perry, receivers of the New York & New England Railroad company. (No. 383.)

Decided June 23, 1897.

First.—Rates established by a single carrier "upon its route" and shown on individual tariffs, and joint rates "over continuous lines or routes operated by more than one carrier" shown on joint tariffs, are the rates authorized by section 6 of the act to regulate commerce, and required to be posted at stations and filed with the commission. The word "joint," and the express reference in the statute to the several carriers over a continuous line and the joint tariffs which they establish, import concurrence and assent in fixing aggregate rates for a combined service, as distinguished from the separate rates of a single carrier for transportation "upon its route."

Second.—Joint rates may be so divided between the carriers that each receives less than its established local rate, or so that the full local charge is secured by one or more of the carriers, the other party or parties accepting less than local rates, but whatever the basis of division, the essential feature of such rates is that the connecting carriers have agreed or mutually consented to carry traffic over the connecting line for a less aggregate charge than the sum of their established local rates.

Third.—In the absence of some agreement or understanding with a connecting line by which a joint tariff of rates is authorized, a given carrier cannot lawfully publish or apply any other rates than those which it fixes for transportation between points reached by its railroad; and the rates so fixed are the only lawful rates which such carrier can charge for any transportation service which it may perform, whether the traffic carried is destined to points on its own road or to points on the line of some other carrier.

Fourth.—A carrier which has published and filed its rates as the law requires may combine such rates with the lawfully established rates of a connecting carrier or carriers, and thus announce the aggregate amount for which traffic will be transported from points on its railroad to points on the line of such connecting carrier or carriers; but one carrier cannot lawfully add to the duly established rates of another carrier any amount it pleases less than its own local rates, and publish and use that sum as a through rate to points on the line of such other carrier without its consent. Such a through rate is not a "joint rate," for joint rates can be made only by concurrence or assent; nor is it a combination rate, for one of its component parts has no legal existence or sanction as a separate or local charge; there must be lawful rates upon each of the roads before there can be a lawful combination of rates.

Fifth.—While through routes and reduced through rates, which would facilitate the movement of traffic and thereby benefit the public, are in some cases prevented by the unreasonable refusal of carriers to unite in granting such facilities, and the statute was apparently designed to require connecting carriers to join in the formation of through routes at lower aggregate rates than a combination of locals, the machinery necessary to accomplish that purpose is not provided, and the commission has repeatedly called attention to this defect in the law.

Sixth.—Defendant published a schedule purporting to be a joint tariff of rates on coal from a point on its road to a number of destinations reached by the complainant railroad company, whereby the complainant company received its full local charges to said destinations from

junction points with defendant's road, and the defendant accepted the remainder, which was in each instance less than its established local rate from the place of shipment to the point of connection. Complainant, which also carried coal to the same destinations by a longer route over its own rails, thereby securing greater compensation than was afforded from coal coming to it by defendant's road, refused to unite in the rates named by defendant in said so-called joint tariff, and protested against the use of such rates by a connecting carrier as unauthorized and unlawful for want of mutual consent. *Held:* That the complaint should be sustained and the defendant company be required to cease and desist from publishing or applying through rates to points on complainant's lines which are less than the sums of their respective local charges.

Brewer & Hanletter v. Louisville & Nashville Railroad company; Nashville, Chattanooga & St. Louis Railway company; Western & Atlantic Railroad company; Central of Georgia Railway company. (No. 467.)

Decided June 29, 1897.

First.—Rates charged by defendants for the transportation of freight articles from Cincinnati, Ohio, and Louisville, Ky., to Griffin, Ga., are materially higher than their rates on like traffic carried from Cincinnati and Louisville through Griffin to Macon, Ga., and Griffin and Macon are competing localities. *Held:* Upon the facts, that Griffin is entitled to Macon rates from Louisville and Cincinnati, and that charging any higher rate to Griffin is an unjust discrimination under section 3 of the act to regulate commerce.

Second.—Water competition, to justify higher shorter-distance charges under the fourth section, must be actual competition for the transportation involved, and such as to dictate the rate by rail. A railroad rate so low as to drive water transportation out of existence cannot be justified by showing the possibility of water competition; the law permits railroads to meet, not to extinguish, such competition.

Third.—Competition between markets, or between carriers subject to the regulating statute, does not create such dissimilarity of circumstances and conditions as will justify carriers in charging more for the short than for the long haul, under the fourth section, without an order of the commission.

Fourth.—Defendants are engaged in competition with other carriers by railroad in the transportation of freight to both Griffin and Macon, Ga., but the defendants and their competitors make greatly lower rates from Louisville and Cincinnati for the longer distance to Macon than for the shorter distance to Griffin, which is an intermediate point between Atlanta and Macon. While the rates to Atlanta and Macon are substantially the same, such rates to Griffin are the rates to Atlanta added to local rates from Atlanta to Griffin. Rates for the transportation of freight from New York and other eastern points to Griffin and Macon are practically the same. Although there is railroad competition for traffic to Griffin as well as to Macon, the carriers from Louisville and Cincinnati, while making low rates on account of such competition to Macon, refuse to establish like rates for Griffin. *Held:* That if there can be exceptional instances in which competition between carriers subject to the act may create the dissimilarity of circumstances and conditions under the fourth section, this case, where such competition is shown at both the shorter and longer distance points, is not one of them.

Fifth.—Railroad companies have the right to earn a proper return upon some investment; just what has not been very definitely determined; but in carrying such return they must operate their properties in accordance with the provisions of the statute forbidding discrimination between localities and charging more for the short than for the long haul.

In the matter of alleged unlawful rates and practices in the transportation of grain and grain products by Atchison, Topeka & Santa Fe Railway company and others.

Decided June 29, 1897.

First.—Shipments of grain were carried to Kansas City, Mo., from points west thereof at local rates, and quantities of grain were afterwards reshipped and rebilled from Kansas City to Chicago or other destinations at the balance of the established through rate from the original point of shipment to Chicago or other ultimate destination, instead of the higher local rate in force from Kansas City to such destination. There was no agreement for through carriage between shipper and carrier at the original point of shipment, no other destination than Kansas City was named, and upon carriage of the grain to that point and delivery to consignee the transportation was completed and the local rate in effect to Kansas City was paid; but the practice was to allow the consignee or other owner of grain at Kansas City

to ship from Kansas City to Chicago and other points at the "balance of the through rate," upon presentation of the paid expense bill to Kansas City and certification by a joint agent of carriers at Kansas City. Under this "expense bill" practice it was practicable, through transfer of expense bills, to secure a lower "balance of through rate" than would result from deducting the local rate between the actual point of origin and Kansas City from the through rate between said point of origin and the final destination, and other rate manipulations were possible. *Held:* That such shipment and re-shipment did not constitute a through shipment from the point of origin to the point of final destination, and grain so shipped and reshipped was not entitled to the benefit of the through rate in force. *Held, further:* That the shipment from the point of origin to Kansas City was local, resulting in the grain becoming Kansas City grain, and the fact that it had come from a point farther west was no reason for applying on shipments of such grain from Kansas City any less or different rate than was in force from Kansas City.

Second.—No opinion upon the practices of milling or reconsigning or holding in transit, if the shipment is a through shipment upon a through rate, is expressed.

Suffern, Hunt & Company v. Indiana, Decatur & Western Railway company. (No. 448.)
Suffern, Hunt & Company v. Indiana, Decatur & Western Railway company, and Cincinnati, Hamilton & Dayton Railway company. (No. 448.)

Decided July 1, 1897.

First.—Rules or regulations which in any wise change, affect or determine any part or the aggregate of a carrier's rates, fares or charges, must be shown separately upon the carrier's posted schedule of rates, fares and charges; and any such carrier regulations promulgated by the carrier in circulars issued independently of its rate schedules are not lawfully in force.

Second.—Rules or regulations which, if enforced, would result in charging or affecting rates or charges shown on published schedules must be notified to the public for the time required by law for other rate changes. The notice should set forth the changes proposed to be made in the schedules then in effect, and such changes must be shown by printing new schedules or be plainly indicated upon the schedules in force at the time.

Third.—Circulars issued by a railway company prescribed maximum and minimum carload weights for grain depending upon the capacity of the car furnished by the railway company to the shipper; the rules so prescribed were not shown upon the carrier's posted schedule of rates and charges; and application of the rules to three carload shipments of corn under the carrier's published rate schedules, materially increasing the charges above those in force carried for complainant resulted to materially increasing the charges above those in force under the carrier's published rate schedules. *Held:* That complainant only had to consult the schedule showing defendant's rates and charges, and that complainant is entitled to recover charges collected on its shipments in excess of those set forth in such schedule.

Fourth.—Under judicial interpretation of the statute, shippers and consignees cannot depend for the lawful rate or charge upon what may be quoted by the carrier's agent, but they must be guided by the published rate sheets themselves; and this emphasizes the duty of carriers to make their schedules of rates comply precisely with the mandatory provisions in the statute concerning the contents and publication of such schedules, so that shippers may readily and accurately determine therefrom what rates, and what transportation rules affecting rates, are actually in force for a particular service.

Fifth.—The fact that circulars containing rules concerning carload weights had been filed with the commission, and no opinion had been thereupon expressed by the commission as to the legality thereof, raises no presumption of approval by the commission of the rules or regulations therein set forth, or of the manner in which they were established.

Sixth.—A carrier which had not provided track scales at stations prescribed a rule or regulation forbidding shippers to load grain in cars beyond a specified weight above the marked capacity under a so-called "penalty" of increased rates on the excess weight. *Held:* That such rule or regulation, if properly established, is not unlawful, provided the increase in charges for excessive weight is not unreasonable, and the margin between such maximum and the carrier's minimum carload weight for grain is so wide that shippers may, without scales, readily comply with both rules.

Seventh.—A carrier enforced minimum carload weights for corn and other grain (except oats) which were 4,000 pounds less than the capacity of the car furnished by the carrier; the capacity of the car ordered by the shipper when such order could not be complied with, but this only on application to the superintendent, thus entailing more or less delay and sometimes loss to shippers; the capacity of the car furnished by the carrier on shipments destined to Indianapolis; and a general minimum weight of 28,000 pounds. *Held:* Upon all the

facts, that minimum carload weights for corn or other grain which vary with the size of cars furnished by the carrier are unreasonable and unjust and operate to subject complainant and other shippers to unjust discrimination and undue prejudice and disadvantage; and that the carrier should establish a fixed, reasonable and just minimum carload weight for corn and for each other kind of grain.

W. L. Fewell v. Richmond & Danville Railroad company (operating the Georgia Pacific railway), and Samuel Spencer, F. W. Huldekoper and Reuben Foster, receivers thereof; Alabama Great Southern Railroad company; Alabama & Vicksburg Railway company; Mobile & Ohio Railroad company; Georgia Pacific Railway company, and Samuel Spencer, F. W. Huldekoper and Reuben Foster, receivers thereof; The Southern Railway company. (No. 378.)

In the matter of rates charged by the Alabama Great Southern Railroad company and the Alabama & Vicksburg Railway company for the transportation of coal from points in the state of Alabama to points in the state of Mississippi. (No. 427.)

Decided August 20, 1897.

First.—Defendants and other carriers, all subject to the act to regulate commerce, are engaged in the interstate transportation of coal, wholly by railroad, from various mines in Alabama and other states to Jackson, Miss., under agreed rates, which are less for each line than is charged on coal for shorter distances over the same line in the same direction, the shorter being included within the longer distance. *Held:* That the transportation by defendants of coal in carloads from such mines to Jackson and shorter distance localities is performed "under substantially similar circumstances and conditions," within the meaning of the fourth section of the statute.

Second.—Coal transported from Corona, Birmingham or Blocton, Ala., to Vicksburg, Miss., must go by railroad, and the competition of such coal and coal from other Alabama mines in the Vicksburg market is with coal brought over long distances down the Ohio and Mississippi rivers from Pittsburg, Pa., and other points in that mining district. *Held:* That this is not competition between rail and water lines for transportation from a particular locality, but the competition of markets or mines for the supply of coal at Vicksburg, the force and effect of which is determined by commercial considerations peculiar to the business of shippers, and wholly disconnected from the circumstances and conditions under which transportation is conducted.

Third.—Section 4 of the act applies when the traffic is "over the same line" and "in the same direction," and to "transportation under substantially similar circumstances and conditions," and "the shorter" must be included within "the longer" distance; and any injustice or undue hardship which may result to carriers from compliance with the statute is removable by the commission upon application by such carriers under the procedure authorized by the proviso clause of that section.

UNJUST DISCRIMINATION AND UNREASONABLE RATES.

J. W. Cary, R. M. Thornton, S. A. Brown & Co., R. L. Smith, A. N. Matthews, W. J. Lloyd, J. H. Gadd, W. H. Linsy, T. E. Clark, F. A. Pickard, and W. S. Wadsworth, merchants and dealers at Eureka Springs, Arkansas, complainants, v. The Eureka Springs Railway company, The St. Louis & San Francisco Railway company, and Aldace F. Walker and John J. McCook, receivers thereof, The Atchison, Topeka & Santa Fe Railroad company, and Aldace F. Walker and John J. McCook, receivers thereof, defendants. (No. 433.)

Decided August 21, 1897.

First.—The defendant companies, by joint tariffs, established through lines from St. Louis and Springfield to Eureka Springs, and by an arrangement with the Harrison Transportation company, attempted to extend by wagon carriage, such through lines to Harrison, Berryville, and many other points in Arkansas not reached by either or any line of railroad, charging much less to Eureka Springs on goods to be so forwarded, than on the same goods from same points of origin for Eureka Springs proper. *Held:* The provisions of the act to regulate commerce do not apply to transportation by team or wagon, and neither the joint tariffs nor the arrangement of defendants with the Harrison Transportation company constitute substantially dissimilar circumstances and conditions nor make them joint carriers with said transportation company, nor carriers at all beyond Eureka Springs, and such unequal charges to Eureka Springs constitute unjust discrimination, and subject complainants, their

business and Eureka Springs, to unreasonable disadvantage and give undue preference to Harrison, and such other localities and shippers.

Second.—The rate on goods of the first class between St. Louis and Eureka Springs proper being \$1.25 per 100 pounds and on the same goods from or to the Harrison district the charge for the same service being \$1 and on other classes in proportion; between Springfield and Eureka Springs the first class rate being 75 cents, and for or from the Harrison district 45 cents. *Held:* Such rates to and from Eureka Springs proper are unreasonable and unlawful.

Third.—The average annual earnings for a term of years would warrant a reduction of the Eureka Springs rates to the basis of rates conceded to the Harrison district, but the current annual earnings do not justify a reduction to the full extent of such discriminations and a moderate present reduction is recommended.

Fourth.—The charges of the Eureka Springs Railway company between Seligman and Eureka Springs on first class goods to or from the Harrison district are 19 cents per 100 pounds, and on the business of Eureka Springs proper are 35 cents, with proportionate rates on all classes, which Eureka Springs rates are found to be unreasonable and unlawful.

Fifth.—Transportation charges should be liberal until the earnings are fully sufficient for a fair return on actual investment, but it does not follow that rates long maintained and grossly discriminative must be continuous or may be lawfully exacted year by year.

Sixth.—"Under the interstate commerce act the commission has no power to prescribe the tariff of rates which shall control in the future." (167 U. S. 479.)

"The reasonableness of the rate in a given case depends on the facts, and the function of the commission is to consider the facts and give them their proper weight." (168 U. S. 194.)

Under the law as construed by the court the commission has power to say what in respect to the past was reasonable and just, but as to rates complained of as unreasonable, unjust and unlawful, and so found to be by the commission, it can make no provision or order for their reduction which the courts are required to enforce or the carriers obliged to obey.

When rates are found to be unreasonable, the commission can declare them unlawful and recommend their reduction, and where, after investigation, rates of carriers complained of are found to have been in the past, and still to be, unjust, unreasonable and in violation of the statute, it is made the duty of the commission, by section 15 of the act to regulate commerce, to notify and require such carriers to cease and desist from such violations.

The Board of Railroad Commissioners of the State of Kentucky v. The Cincinnati, New Orleans & Texas Pacific Railway company, The Southern Railway company, et al.

Decided October 19, 1897.

First.—Comparison of wheat rates charged by defendants from Nicholasville, Ky., with higher rates to the same points from St. Louis, Chicago or Milwaukee, much more distant points of shipment, or with a lower wheat rate in force from Louisville, Ky., to Newport News, Va., while tending to support complainant's case, not found to fairly establish the fact that the rates complained of were unreasonable or that they discriminated against Nicholasville.

Second.—Rates charged over the Cincinnati, New Orleans & Texas Pacific and Southern railways for the transportation of wheat in carloads to Morristown and other points in Tennessee, found to have been higher for the shorter distance from Nicholasville, Ky., than for the longer distance over the same line, in the same direction, from Cincinnati, Ohio; but by a joint tariff recently filed the rates from Nicholasville were made not higher than those from Cincinnati. *Held:* That the former rates were in violation of the fourth section of the act, but that the present charges are not, and that formal order in that respect should not now be issued.

In the matter of alleged violations of the fourth section of the act to regulate commerce by the Atchison, Topeka & Santa Fe Railway company and the receivers thereof, and others. (No. 490.)

Decided March 1, 1897.

No disturbance of rates, secret or open, creates such dissimilarity of circumstances and conditions under section four of the act to regulate commerce as will justify either of two or more competing carriers subject to that act in charging more for the short than for the long haul, without an order of the commission.

A. J. Gustin v. The Illinois Central Railroad company et al.

Decided October 18, 1897.

Freight rates from Memphis, New Orleans, Dallas and other southern and southwestern points to Kearney, Neb., made up of rates to and from Omaha, were alleged to be unreasonable, unjust and unlawful, but no joint through rates were published or fixed, the defendants either denied or did not admit that the shipment and carriage was continuous, and no proof was submitted by complainant showing that defendants make a through route in fact by their course of business. *Held*: That the commission has no power to compel a through route and, no issue of law or fact having been presented over which the commission has jurisdiction, the complaint should be dismissed.

Commercial Club of Omaha, complainant, v. Chicago & North Western Railway company; Fremont, Elkhorn & Missouri Valley Railroad company; Chicago, Milwaukee & St. Paul Railway company; Chicago, Rock Island & Pacific Railway company; Chicago, Burlington & Quincy Railroad company; Burlington & Missouri River Railroad company in Nebraska; Union Pacific Railway company, and S. H. Clark, Oliver W. Mink, E. Ellery Anderson, John W. Doane and Frederick B. Conder, receivers of Union Pacific Railway company, defendants. (No. 407.)

Decided November 18, 1897.

First.—While like or "group" rates are frequently applied to cities considerably further apart than are Omaha and Council Bluffs, the usage in this regard is not so uniform and well established as to make an exception at those cities even *prima facie* unlawful.

Second.—The public right to a just relation of rates between rival communities arises from the statute which forbids discriminating charges, and that right cannot be abridged or enlarged by agreements of carriers with each other, nor by promises made to shippers.

Third.—Council Bluffs, on the east bank of the Missouri river, is more favorably situated than Omaha, on the west side of that river, in regard to traffic with points in Iowa, and the defendant carriers are not to be condemned for recognizing such natural advantage of location in adjusting their charges; nor does it follow that rates should be the same from Omaha and Council Bluffs into Iowa because they are the same from those cities into Nebraska.

Fourth.—Omaha and Council Bluffs, on opposite sides of the Missouri river, are connected by an expensive bridge owned and operated by the Union Pacific railway, and also used under lease by other carriers. Rates at Omaha and Council Bluffs are substantially the same to and from all points, except points in Iowa west of the west bank of the Mississippi river, and rates to and from those points are usually the bridge toll higher for Omaha than for Council Bluffs. Rates from the south are made the same to both cities by the competition of railways operated on both sides of the Missouri river. Rates from the west are the same to these cities and other common points as far east as Chicago, and are part of an extensive system of charges applied by the transcontinental lines. Rates from the east are as low to Omaha as to Council Bluffs; and this equality was brought about some fifteen years since by increasing rates to Council Bluffs to the amount of the bridge toll as then fixed. For reasons stated in the report, this parity of rates from eastern points is a considerable advantage to Omaha. In view of the conditions affecting transportation to and from points in Iowa, and of the whole rate situation of the two places,—*Held*: That the charge of unjust discrimination against Omaha is not sustained, and that the complaint should be dismissed without prejudice.

Fifth.—To justify interference by the commission with the adjustment of rates as between rival localities, it must appear that the preference and advantage to the one, and the corresponding prejudice and disadvantage to the other, are so appreciable, and established with such a degree of certainty, as to be justly declared unreasonable.

THE ACT

TO

REGULATE COMMERCE

AS AMENDED,

TOGETHER

WITH ACTS SUPPLEMENTARY THERETO.

ORIGINAL AND AMENDING ACTS.

Public No. 41, approved February 4, 1887, and in effect April 5, 1887 (U. S. Stat. at Large, Vol. 24, p. 379; Sup. to Rev. Stat., Vol. 1, p. 529). Public No. 125, approved and in effect March 2, 1889 (U. S. Stat. at Large, Vol. 25, p. 865; Sup. to Rev. Stat., Vol. 1, p. 684). Public No. 72, approved and in effect February 10, 1891 (U. S. Stat. at Large, Vol. 26, p. 743; Sup. to Rev. Stat., Vol. 1, p. 891). Public No. 38, approved and in effect February 8, 1895 (U. S. Stat. at Large, Vol. 28, p.—).

SUPPLEMENTARY ACTS.

Public No. 54, approved and in effect February 11, 1893 (U. S. Stat. at Large, Vol. 27, p. 443). Public No. 114, approved and in effect March 2, 1893 (U. S. Stat. at Large, Vol. 27, p. 531). Public No. 237, approved and in effect August 7, 1898 (U. S. Stat. at Large, Vol. 25, p. 384; Sup. to Rev. Stat., Vol. 1, p. 602).

THE ACT TO REGULATE COMMERCE.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this act shall apply to any common carrier or carriers engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water when both are used, under a common control, management, or arrangement, for a continuous carriage or shipment, from one state or territory of the United States, or the District of Columbia, to any other state or territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States, and also to the transportation in like manner of property shipped from any place in the United States to a foreign country and carried from such place to a port of trans-shipment, or shipped from a foreign country to any place in the United States and carried to such place from a port of entry either in the United States or an adjacent foreign country: *Provided, however,* That the provisions of this act shall not apply to the transportation of passengers or property, or to the receiving, delivering, storage, or handling of property, wholly within one state, and not shipped to or from a foreign country from or to any state or territory as aforesaid.

The term "railroad" as used in this act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

All charges made for any service rendered or to be rendered in the transportation of passengers or property as aforesaid, or in connection therewith, or for the receiving, delivering, storage, or handling of such property, shall be reasonable and just; and every unjust and unreasonable charge for such service is prohibited and declared to be unlawful.

SEC. 2. That if any common carrier subject to the provisions of this act shall, directly or indirectly, by any special rate, rebate, drawback, or other device, charge, demand, collect or receive from any person or persons a greater or less compensation for any service rendered, or to be rendered, in the transportation of passengers or property, subject to the provisions of this act, than it charges, demands, collects, or receives from any other person or persons for

doing for him or them a like and contemporaneous service in the transportation of a like kind of traffic under substantially similar circumstances and conditions, such common carrier shall be deemed guilty of unjust discrimination, which is hereby prohibited and declared to be unlawful.

Unjust discrimination defined and forbidden.

SEC. 3. That it shall be unlawful for any common carrier subject to the provisions of this act, to make or give any undue or unreasonable preference or advantage to any particular person, company, firm, corporation, or locality, or any particular description of traffic, in any respect whatsoever, or to subject any particular person, company, firm, corporation, or locality, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

Undue or unreasonable preference or advantage forbidden.

Every common carrier subject to the provisions of this act shall, according to their respective powers, afford all reasonable, proper, and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding and delivering of passengers and property to and from their several lines and those connecting therewith, and shall not discriminate in their rates and charges between such connecting lines; but this shall not be construed as requiring any such common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business.

Facilities for interchange of traffic.

Discrimination between connecting lines forbidden.

SEC. 4. That it shall be unlawful for any common carrier subject to the provisions of this act to charge or receive any greater compensation in the aggregate for the transportation of passengers or of like kind of property, under substantially similar circumstances and conditions, for a shorter than for a longer distance over the same line, in the same direction, the shorter being included within the longer distance; but this shall not be construed as authorizing any common carrier within the terms of this act to charge and receive as great compensation for a shorter as for a longer distance: *Provided, however,* That upon application to the commission appointed under the provisions of this act, such common carrier may, in special cases, after investigation by the commission, be authorized to charge less for longer than for shorter distances for the transportation of passengers or property; and the commission may from time to time prescribe the extent to which such designated common carrier may be relieved from the operation of this section of this act.

Long and short haul provision.

Commission has authority to relieve carriers from the operation of this section.

SEC. 5. That it shall be unlawful for any common carrier subject to the provisions of this act to enter into any contract, agreement, or combination with any other common carrier or carriers for the pooling of freights of different and competing railroads, or to divide between them the aggregate or net proceeds of the earnings of such railroads, or any portion thereof, and in any case of an agreement for the pooling of freights as aforesaid, each day of its continuance shall be deemed a separate offense.

Pooling of freights and division of earnings forbidden.

SEC. 6. (As amended March 2, 1889.) That every common carrier subject to the provisions of this act shall print and keep open to public inspection schedules showing the rates and fares and charges

Carriers and transportation subject to the act.

Act does not apply to transportation wholly within one state.

What the terms "railroad" and "transportation" include.

Charges must be reasonable and just.

for the transportation of passengers and property which any such common carrier has established and which are in force at the time upon its route. The schedules printed as aforesaid by any such common carrier shall plainly state the places upon its railroad between which property and passengers will be carried, and shall contain the classification of freight in force, and shall also state separately the terminal charges and any rules or regulations which in any wise change, affect, or determine any part or the aggregate of such aforesaid rates and fares and charges. Such schedules shall be plainly printed in large type, and copies for the use of the public shall be posted in two public and conspicuous places, in every depot, station, or office of such carrier where passengers or freight, respectively, are received for transportation, in such form that they shall be accessible to the public and can be conveniently inspected.

Any common carrier subject to the provisions of this act receiving freight in the United States to be carried through a foreign country to any place in the United States shall also in like manner print and keep open to public inspection, at every depot or office where such freight is received for shipment, schedules showing the through rates established and charged by such common carrier to all points in the United States beyond the foreign country to which it accepts freight for shipment; and any freight shipped from the United States through a foreign country into the United States, the through rate on which shall not have been made public as required by this act, shall, before it is admitted into the United States from said foreign country, be subject to customs duties as if said freight were of foreign production: and any law in conflict with this section is hereby repealed.

No advance shall be made in the rates, fares, and charges which have been established and published as aforesaid by any common carrier in compliance with the requirements of this section, except after ten days' public notice, which shall plainly state the changes proposed to be made in the schedule then in force, and the time when the increased rates, fares, or charges will go into effect; and the proposed changes shall be shown by printing new schedules, or shall be plainly indicated upon the schedules in force at the time and kept open to public inspection. Reductions in such published rates, fares, or charges shall only be made after three days' previous public notice, to be given in the same manner that notice of an advance in rates must be given.

And when any such common carrier shall have established and published its rates, fares, and charges in compliance with the provisions of this section, it shall be unlawful for such common carrier to charge, demand, collect, or receive from any person or persons a greater or less compensation for the transportation of passengers or property, or for any services in connection therewith, than is specified in such published schedule of rates, fares, and charges as may at the time be in force.

Every common carrier subject to the provisions of this act shall file with the commission hereinafter provided for copies of its sched-

Printing and posting of schedules of rates, fares, and charges including rules and regulations affecting the same, terminal charges and freight classifications.

Printing and posting of schedules of rates on freight carried through a foreign country.

Freight subject to customs duties in case of failure to publish through rates.

Ten days' public notice of advances in rates must be given.

Three days' public notice of reduction in rates must be given.

Published rates not to be deviated from.

ules of rates, fares, and charges which have been established and published in compliance with the requirements of this section, and shall promptly notify said commission of all changes made in the same. Every such common carrier shall also file with said commission copies of all contracts, agreements, or arrangements with other common carriers in relation to any traffic affected by the provisions of this act to which it may be a party. And in cases where passengers and freight pass over continuous lines or routes operated by more than one common carrier, and the several common carriers operating such lines or routes establish joint tariffs of rates or fares or charges for such continuous lines or routes, copies of such joint tariffs shall also, in like manner, be filed with said commission. Such joint rates, fares, and charges on such continuous lines so filed as aforesaid shall be made public by such common carriers when directed by said commission, in so far as may, in the judgment of the commission, be deemed practicable; and said commission shall from time to time prescribe the measure of publicity which shall be given to such rates, fares, and charges, or to such part of them as it may deem it practicable for such common carriers to publish, and the places in which they shall be published.

No advance shall be made in joint rates, fares, and charges, shown upon joint tariffs, except after ten days' notice to the commission, which shall plainly state the changes proposed to be made in the schedule then in force, and the time when the increased rates, fares, or charges will go into effect. No reduction shall be made in joint rates, fares, and charges, except after three days' notice, to be given to the commission as is above provided in the case of an advance of joint rates. The commission may make public such proposed advances, or such reductions, in such manner as may, in its judgment, be deemed practicable, and may prescribe from time to time the measure of publicity which common carriers shall give to advances or reductions in joint tariffs.

It shall be unlawful for any common carrier, party to any joint tariff, to charge, demand, collect, or receive from any person or persons a greater or less compensation for the transportation of persons or property, or for any services in connection therewith, between any points as to which a joint rate, fare, or charge is named thereon than is specified in the schedule filed with the commission in force at the time.

The commission may determine and prescribe the form in which the schedules required by this section to be kept open to public inspection shall be prepared and arranged, and may change the form from time to time as shall be found expedient.

If any such common carrier shall neglect or refuse to file or publish its schedules or tariffs of rates, fares, and charges as provided in this section, or any part of the same, such common carrier shall, in addition to other penalties herein prescribed, be subject to a writ of mandamus, to be issued by any circuit court of the United States in the judicial district wherein the principal office of said common carrier is situated, or wherein such offense may be committed, and if

Copies of schedules of rates, fares, and charges must be filed with commission.

Copies of contracts, agreements, and arrangements must be filed with commission.

Joint tariffs must be filed with commission.

Power of commission to prescribe publicity.

Ten days' notice to commission of advances in joint rates, fares, and charges. Three days' notice to commission of reduction in joint rates, fares, and charges.

Power of commission to make advances or reductions public.

Joint rates, fares, and charges must not be deviated from.

Commission may prescribe forms of schedules of rates, fares, and charges.

Penalties for neglect or refusal to file or publish rates, fares, and charges.

such common carrier be a foreign corporation in the judicial circuit wherein such common carrier accepts traffic and has an agent to perform such service, to compel compliance with the aforesaid provisions of this section; and such writ shall issue in the name of the people of the United States, at the relation of the commissioners appointed under the provisions of this act; and the failure to comply with its requirements shall be punishable as and for a contempt; and the said commissioners, as complainants, may also apply, in any such circuit court of the United States, for a writ of injunction against such common carrier, to restrain such common carrier from receiving or transporting property among the several states and territories of the United States, or between the United States and adjacent foreign countries, or between ports of transshipment and of entry and the several states and territories of the United States, as mentioned in the first section of this act, until such common carrier shall have complied with the aforesaid provisions of this section of this act.

SEC. 7. That it shall be unlawful for any common carrier subject to the provisions of this act to enter into any combination, contract, or agreement, expressed or implied, to prevent, by change of time schedule, carriage in different cars, or by other means or devices, the carriage of freights from being continuous from the place of shipment to the place of destination; and no break of bulk, stoppage, or interruption made by such common carrier shall prevent the carriage of freights from being and being treated as one continuous carriage from the place of shipment to the place of destination, unless such break, stoppage or interruption was made in good faith for some necessary purpose, and without any intent to avoid or unnecessarily interrupt such continuous carriage or to evade any of the provisions of this act.

SEC. 8. That in case any common carrier subject to the provisions of this act shall do, cause to be done, or permit to be done any act, matter or thing in this act prohibited or declared to be unlawful, or shall omit to do any act, matter, or thing in this act required to be done, such common carrier shall be liable to the person or persons injured thereby for the full amount of damages sustained in consequence of any such violation of the provisions of this act, together with a reasonable counsel or attorney's fee, to be fixed by the court in every case of recovery, which attorney's fee shall be taxed and collected as part of the costs in the case.

SEC. 9. That any person or persons claiming to be damaged by any common carrier subject to the provisions of this act may either make complaint to the commission as hereinafter provided for, or may bring suit in his or their own behalf for the recovery of the damages for which such common carrier may be liable under the provisions of this act, in any district or circuit court of the United States of competent jurisdiction; but such person or persons shall not have the right to pursue both of said remedies, and must in each case elect which one of the two methods of procedure herein provided for he or they will adopt. In any such action brought for the recovery of damages the court before which the same shall be plead-

Continuous carriage of freights from place of shipment to place of destination

Liability of common carriers for damages.

Persons claiming to be damaged may elect whether to complain to the commission or bring suit in a United States court.

ing may compel any director, officer, receiver, trustee, or agent of the corporation or company defendant in such suit to attend, appear, and testify in such case, and may compel the production of the books and papers of such corporation or company party to any such suit; the claim that any such testimony or evidence may tend to exonerate the person giving such evidence shall not excuse such witness from testifying, but such evidence or testimony shall not be used against such person on the trial of any criminal proceeding.

SEC. 10. (As amended March 2, 1889.) That any common carrier subject to the provisions of this act, or, whenever such common carrier is a corporation, any director or officer thereof, or any receiver, trustee, lessee, agent, or person, acting for or employed by such corporation, who, alone or with any other corporation, company, person, or party, shall wilfully do or cause to be done, or shall willingly suffer or permit to be done, any act, matter, or thing in this act prohibited or declared to be unlawful, or who shall aid or abet therein, or shall wilfully omit or fail to do any act, matter, or thing in this act required to be done, or shall cause or willingly suffer or permit any act, matter, or thing so directed or required by this act to be done not to be so done, or shall aid or abet any such omission or failure, or shall be guilty of any infraction of this act, or shall aid or abet therein, shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof in any district court of the United States within the jurisdiction of which such offense was committed, be subject to a fine of not to exceed \$5,000 for each offense: *Provided*, That if the offense for which any person shall be convicted as aforesaid shall be an unlawful discrimination in rates, fares, or charges, for the transportation of passengers or property, such person shall, in addition to the fine hereinbefore provided for, be liable to imprisonment in the penitentiary for a term of not exceeding two years, or both such fine and imprisonment, in the discretion of the court.

Any common carrier subject to the provisions of this act, or, whenever such common carrier is a corporation, any officer or agent thereof, or any person acting for or employed by such corporation, who, by means of false billing, false classification, false weighing, or false report of weight, or by any other device or means, shall knowingly and wilfully assist, or shall willingly suffer or permit, any person or persons to obtain transportation for property at less than the regular rates then established and in force on the line of transportation of such common carrier, shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof in any court of the United States of competent jurisdiction within the district in which such offense was committed, be subject to a fine of not exceeding \$5,000, or imprisonment in the penitentiary for a term of not exceeding two years, or both, in the discretion of the court, for each offense.

Any person and any officer or agent of any corporation or company who shall deliver property for transportation to any common carrier, subject to the provisions of this act, or for whom as consignee or consignee any such carrier shall transport property, who shall knowingly and wilfully, by false billing, false classification, false weighing,

Officers, etc., of defendant may be compelled to testify.

Penalties for violations of act by carriers, or when the carrier is a corporation, its officers, agents, or employees: Fine and imprisonment.

Penalties for false billing, etc., by carriers, their officers or agents: Fine and imprisonment.

Penalties for false billing, etc., by shippers and other persons: Fine and imprisonment.

false representation of the contents of the package, or false report of weight, or by any other device or means, whether with or without the consent or connivance of the carrier, its agent or agents, obtain transportation for such property at less than the regular rates then established and in force on the line of transportation, shall be deemed guilty of fraud, which is hereby declared to be a misdemeanor, and shall, upon conviction thereof in any court of the United States of competent jurisdiction within the district in which such offense was committed, be subject for each offense to a fine of not exceeding \$5,000 or imprisonment in the penitentiary for a term of not exceeding two years, or both, in the discretion of the court.

Penalties for inducing common carriers to discriminate unjustly. Fine and imprisonment. Joint liability with carrier for damages.

If any such person, or any officer or agent of any such corporation or company, shall, by payment of money or other thing of value, solicitation, or otherwise, induce any common carrier subject to the provisions of this act, or any of its officers or agents, to discriminate unjustly in his, its, or their favor as against any other consignor or consignee in the transportation of property, or shall aid or abet any common carrier in any such unjust discrimination, such person or such officer or agent of such corporation or company shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof in any court of the United States of competent jurisdiction within the district in which such offense was committed, be subject to a fine of not exceeding \$5,000, or imprisonment in the penitentiary for a term of not exceeding two years, or both, in the discretion of the court, for each offense; and such person, corporation, or company shall also, together with said common carrier, be liable, jointly or severally, in an action on the case to be brought by any consignor or consignee discriminated against in any court of the United States of competent jurisdiction for all damages caused by or resulting therefrom.

Interstate commerce commission—how appointed.

Terms of commissioners.

SEC. 11. That a commission is hereby created and established to be known as the Inter-State Commerce Commission, which shall be composed of five commissioners, who shall be appointed by the president, by and with the advice and consent of the senate. The commissioners first appointed under this act shall continue in office for the term of two, three, four, five, and six years, respectively, from the first day of January, anno Domini eighteen hundred and eighty-seven, the term of each to be designated by the president; but their successors shall be appointed for terms of six years, except that any person chosen to fill a vacancy shall be appointed only for the unexpired time of the commissioner whom he shall succeed. Any commissioner may be removed by the president for inefficiency, neglect of duty, or malfeasance in office. Not more than three of the commissioners shall be appointed from the same political party. No person in the employ of or holding any official relation to any common carrier subject to the provisions of this act, or owning stock or bonds thereof, or who is in any manner peculiarly interested therein, shall enter upon the duties of or hold such office. Said commissioners shall not engage in any other business, vocation, or employment. No vacancy in the commission shall impair the right of the remaining commissioners to exercise all the powers of the commission.

"SEC. 12. (As amended March 2, 1889, and February 10, 1891.) That the commission hereby created shall have authority to inquire into the management of the business of all common carriers subject to the provisions of this act, and shall keep itself informed as to the manner and method in which the same is conducted, and shall have the right to obtain from such common carriers full and complete information necessary to enable the commission to perform the duties and carry out the objects for which it was created; and the commission is hereby authorized and required to execute and enforce the provisions of this act; and, upon the request of the commission, it shall be the duty of any district attorney of the United States to whom the commission may apply to institute in the proper court and to prosecute under the direction of the attorney-general of the United States, all necessary proceedings for the enforcement of the provisions of this act and for the punishment of all violations thereof, and the costs and expenses of such prosecution shall be paid out of the appropriation for the expenses of the courts of the United States; and for the purposes of this act the commission shall have power to require, by subpoena, the attendance and testimony of witnesses and the production of all books, papers, tariffs, contracts, agreements, and documents relating to any matter under investigation.

"Such attendance of witnesses, and the production of such documentary evidence, may be required from any place in the United States, at any designated place of hearing. And in case of disobedience to a subpoena the commission, or any party to a proceeding before the commission, may invoke the aid of any court of the United States in requiring the attendance and testimony of witnesses and the production of books, papers, and documents under the provisions of this section.

"And any of the circuit courts of the United States within the jurisdiction of which such inquiry is carried on may, in case of contumacy or refusal to obey a subpoena issued to any common carrier subject to the provisions of this act, or other person, issue an order requiring such common carrier or other person to appear before said commission (and produce books and papers if so ordered) and give evidence touching the matter in question; and any failure to obey such order of the court may be punished by such court as a contempt thereof. The claim that any such testimony or evidence may tend to criminate the person giving such evidence shall not excuse such witness from testifying; but such evidence or testimony shall not be used against such person on the trial of any criminal proceeding.

"The testimony of any witness may be taken, at the instance of a party in any proceeding or investigation pending before the commission, by deposition, at any time after a cause or proceeding is at issue on petition and answer. The commission may also order testimony to be taken by deposition in any proceeding or investigation pending before it, at any stage of such proceeding or investigation. Such depositions may be taken before any judge of any court of the United States, or any commissioner of a circuit, or any clerk of a district or circuit court, or any chancellor, justice, or judge of a supreme

Power and duty of commission to inquire into business of carriers and keep itself informed in regard thereto.

Commission required to execute and enforce provisions of this act.

Duty of district attorney to prosecute under direction of attorney-general. Costs and expenses of prosecution to be paid out of appropriation for courts.

Power of commission to require attendance and testimony of witnesses and production of documentary evidence. Commission may invoke aid of courts to compel witnesses to attend and testify.

Penalty for disobedience to order of the court.

Claim that testimony or evidence will tend to criminate will not excuse witness.

Testimony may be taken by deposition.

Commission may order testimony to be taken by deposition.

or superior court, mayor or chief magistrate of a city, judge of a county court, or court of common pleas of any of the United States, or any notary public, not being of counsel or attorney to either of the parties, nor interested in the event of the proceeding or investigation. Reasonable notice must first be given in writing by the party or his attorney proposing to take such deposition to the opposite party or his attorney of record, as either may be nearest, which notice shall state the name of the witness and the time and place of the taking of his deposition. Any person may be compelled to appear and depose, and to produce documentary evidence, in the same manner as witnesses may be compelled to appear and testify and produce documentary evidence before the commission as hereinbefore provided.

Reasonable notice must be given.

Testimony by deposition may be compelled in the same manner as above specified.

Manner of taking depositions.

"Every person deposing as herein provided shall be cautioned and sworn (or affirm, if he so request) to testify the whole truth, and shall be carefully examined. His testimony shall be reduced to writing by the magistrate taking the deposition, or under his direction, and shall, after it has been reduced to writing, be subscribed by the deponent.

When witness is in a foreign country.

"If a witness whose testimony may be desired to be taken by deposition be in a foreign country, the deposition may be taken before an officer or person designated by the commission, or agreed upon by the parties by stipulation in writing to be filed with the commission. All depositions must be promptly filed with the commission."

Depositions must be filed with the commission.

Fees of witnesses and magistrates.

Witnesses whose depositions are taken pursuant to this act, and the magistrate or other officer taking the same, shall severally be entitled to the same fees as are paid for like services in the courts of the United States.

Complaints to commission.

How and by whom made. How served upon carriers.

SEC 13. That any person, firm, corporation, or association, or any mercantile, agricultural, or manufacturing society, or any body politic or municipal organization complaining of anything done or omitted to be done by any common carrier subject to the provisions of this act in contravention of the provisions thereof, may apply to said commission by petition, which shall briefly state the facts; whereupon a statement of the charges thus made shall be forwarded by the commission to such common carrier, who shall be called upon to satisfy the complaint or to answer the same in writing within a reasonable time, to be specified by the commission. If such common carrier, within the time specified, shall make reparation for the injury alleged to have been done, said carrier shall be relieved of liability to the complainant only for the particular violation of law thus complained of. If such carrier shall not satisfy the complaint within the time specified, or there shall appear to be any reasonable ground for investigating said complaint, it shall be the duty of the commission to investigate the matters complained of in such manner and by such means as it shall deem proper.

Reparation by carriers before investigation.

Investigations of complaints by the commission.

Complaints forwarded by state railroad commissions.

Said commission shall in like manner investigate any complaint forwarded by the railroad commissioner or railroad commission of any state or territory, at the request of such commissioner or com-

mission, and may institute any inquiry on its own motion in the same manner and to the same effect as though complaint had been made. No complaint shall at any time be dismissed because of the absence of direct damage to the complainant.

Institution of inquiries by the commission on its own motion. Complainant need not be directly damaged.

SEC 14. (As amended March 2 1889.) That whenever an investigation shall be made by said commission, it shall be its duty to make a report in writing in respect thereto, which shall include the findings of fact upon which the conclusions of the commission are based, together with its recommendation as to what reparation, if any, should be made by the common carrier to any party or parties who may be found to have been injured; and such findings so made shall thereafter, in all judicial proceedings, be deemed prima facie evidence as to each and every fact found.

Commission must make report of investigations.

All reports of investigations made by the commission shall be entered of record, and a copy thereof shall be furnished to the party who may have complained, and to any common carrier that may have been complained of.

Findings of commission prima facie evidence in judicial proceedings. Reports of investigations must be entered of record.

The commission may provide for the publication of its reports and decisions in such form and manner as may be best adapted for public information and use, and such authorized publications shall be competent evidence of the reports and decisions of the commission therein contained, in all courts of the United States, and of the several states, without any further proof or authentication thereof. The commission may also cause to be printed for early distribution its annual reports.

Service of copies on parties. Reports and decisions. Authorized publication to be competent evidence. Publication and distribution of annual reports of commission.

SEC 15. That if in any case in which an investigation shall be made by said commission it shall be made to appear to the satisfaction of the commission, either by the testimony of witnesses or other evidence, that anything has been done or omitted to be done in violation of the provisions of this act, or of any law cognizable by said commission, by any common carrier, or that any injury or damage has been sustained by the party or parties complaining, or by other parties aggrieved in consequence of any such violation, it shall be the duty of the commission to forthwith cause a copy of its report in respect thereto to be delivered to such common carrier, together with a notice to said common carrier to cease and desist from such violation, or to make reparation for the injury so found to have been done, or both, within a reasonable time, to be specified by the commission; and if, within the time specified, it shall be made to appear to the commission that such common carrier has ceased from such violation of law, and has made reparation for the injury found to have been done, in compliance with the report and notice of the commission, or to the satisfaction of the party complaining, a statement to that effect shall be entered of record by the commission, and the said common carrier shall thereupon be relieved from further liability or penalty for such particular violation of law.

Notice to common carrier to cease from violation of act.

Compliance with notice to cease from violation of act. Reparation.

SEC 16. (As amended March 2, 1889.) That whenever any common carrier, as defined in and subject to the provisions of this act, shall violate, or refuse or neglect to obey or perform any lawful order or requirement of the commission created by this act, not founded

Petition to United States courts in cases of disobedience to order of commission.

upon a controversy requiring a trial by jury, as provided by the seventh amendment to the constitution of the United States, it shall be lawful for the commission, or for any company or person interested in such order or requirement, to apply in a summary way, by petition, to the circuit court of the United States sitting in equity in the judicial district in which the common carrier complained of has its principal office, or in which the violation or disobedience of such order or requirement shall happen, alleging such violation or disobedience, as the case may be; and the said court shall have power to hear and determine the matter, on such short notice to the common carrier complained of as the court shall deem reasonable; and such notice may be served on such common carrier, his or its officers, agents, or servants, in such manner as the court shall direct; and said court shall proceed to hear and determine the matter speedily as a court of equity, and without the formal pleadings and proceedings applicable to ordinary suits in equity, but in such manner as to do justice in the premises; and to this end such court shall have power, if it think fit, to direct and prosecute in such mode and by such persons as it may appoint, all such inquiries as the court may think needful to enable it to form a just judgment in the matter of such petition; and on such hearing the findings of fact in the report of said commission shall be prima facie evidence of the matters therein stated; and if it be made to appear to such court, on such hearing or on report of any such person or persons, that the lawful order or requirement of said commission drawn in question has been violated or disobeyed, it shall be lawful for such court to issue a writ of injunction or other proper process, mandatory or otherwise, to restrain such common carrier from further continuing such violation or disobedience of such order or requirement of said commission, and enjoining obedience to the same; and in case of any disobedience of any such writ of injunction or other proper process, mandatory or otherwise, it shall be lawful for such court to issue writs of attachment, or any other process of said court incident or applicable to writs of injunction or other proper process, mandatory or otherwise, against such common carrier, and if a corporation, against one or more of the directors, officers, or agents of the same, or against any owner, lessee, trustee, receiver, or other person falling to obey such writ of injunction, or other proper process, mandatory or otherwise; and said court may, if it shall think fit, make an order directing such common carrier or other person so disobeying such writ of injunction or other proper process, mandatory or otherwise, to pay such sum of money, not exceeding for each carrier or person in default the sum of \$500 for every day, after a day to be named in the order, that such carrier or other person shall fail to obey such injunction or other proper process, mandatory or otherwise; and such moneys shall be payable as the court shall direct, either to the party complaining or into court, to abide the ultimate decision of the court, or into the treasury; and payment thereof may, without prejudice to any other mode of recovering the same, be enforced by attachment or order in the nature of a writ of execution, in like manner as if the same had

Power of United States courts to hear and determine cases of disobedience.

Findings of fact of the commission shall be prima facie evidence.

Writs of injunction or other process against carriers in cases of disobedience.

Punishment for refusal to obey writs of injunction or other proper process: Fine, \$500 for every day, after a day to be named in the order, that such carrier or other person shall fail to obey such injunction or other proper process, mandatory or otherwise; and such moneys shall be payable as the court shall direct, either to the party complaining or into court, to abide the ultimate decision of the court, or into the treasury; and payment thereof may, without prejudice to any other mode of recovering the same, be enforced by attachment or order in the nature of a writ of execution, in like manner as if the same had

been recovered by a final decree in personam in such court. When the subject in dispute shall be of the value of \$2,000 or more, either party to such proceeding before said court may appeal to the supreme court of the United States, under the same regulations now provided by law in respect of security for such appeal; but such appeal shall not operate to stay or supersede the order of the court or the execution of any writ or process thereon; and such court may, in every such matter, order the payment of such costs and counsel fees as shall be deemed reasonable. Whenever any such petition shall be filed or presented by the commission it shall be the duty of the district attorney, under the direction of the attorney-general of the United States, to prosecute the same; and the costs and expenses of such prosecution shall be paid out of the appropriation for the expenses of the courts of the United States.

If the matters involved in any such order or requirement of said commission are founded upon a controversy requiring a trial by jury, as provided by the seventh amendment to the constitution of the United States, and any such common carrier shall violate or refuse or neglect to obey or perform the same, after notice given by said commission as provided in the fifteenth section of this act, it shall be lawful for any company or person interested in such order or requirement to apply in a summary way by petition to the circuit court of the United States sitting as a court of law in the judicial district in which the carrier complained of has its principal office, or in which the violation or disobedience of such order or requirement shall happen, alleging such violation or disobedience as the case may be; and said court shall by its order then fix a time and place for the trial of said cause, which shall not be less than twenty nor more than forty days from the time said order is made, and it shall be the duty of the marshal of the district in which said proceeding is pending to forthwith serve a copy of said petition, and of said order, upon each of the defendants, and it shall be the duty of the defendants to file their answers to said petition within ten days after the service of the same upon them as aforesaid. At the trial the findings of fact of said commission as set forth in its report shall be prima facie evidence of the matters therein stated, and if either party shall demand a jury or shall omit to waive a jury the court shall, by its order, direct the marshal forthwith to summon a jury to try the cause; but if all the parties shall waive a jury in writing then the court shall try the issues in said cause and render its judgment thereon. If the subject in dispute shall be of the value of \$2,000 or more either party may appeal to the supreme court of the United States under the same regulations now provided by law in respect to security for such appeal; but such appeal must be taken within twenty days from the day of the rendition of the judgment of said circuit court. If the judgment of the circuit court shall be in favor of the party complaining he or they shall be entitled to recover a reasonable counsel or attorney's fee, to be fixed by the court, which shall be collected as part of the costs in the case. For the purposes

Appeals to supreme court of United States shall not operate to stay order or writs issued by the court. Costs and counsel fees. Duty of district attorneys to prosecute under direction of attorney-general. Costs and expenses of prosecutions to be paid out of appropriations for courts.

Petition to United States courts in cases of disobedience, when trial by jury is necessary.

Findings of fact of the commission shall be prima facie evidence. Trial by jury.

Trial by court.

Appeals to supreme court of United States

Counsel or attorney's fees.

of this act, excepting its penal provisions, the circuit courts of the United States shall be deemed to be always in session.

SEC. 17. (As amended March 2, 1889.) That the commission may conduct its proceedings in such manner as will best conduce to the proper dispatch of business and to the ends of justice. A majority of the commission shall constitute a quorum for the transaction of business, but no commissioner shall participate in any hearing or proceeding in which he has any pecuniary interest. Said commission may, from time to time, make or amend such general rules or orders as may be requisite for the order and regulation of proceedings before it, including forms of notice and the service thereof, which shall conform, as nearly as may be, to those in use in the courts of the United States. Any party may appear before said commission and be heard, in person or by attorney. Every vote and official act of the commission shall be entered of record, and its proceedings shall be public upon the request of either party interested. Said commission shall have an official seal, which shall be judicially noticed. Either of the members of the commission may administer oaths and affirmations and sign subpoenas.

SEC. 18. (As amended.) That each commissioner shall receive an annual salary of \$7,500, payable in the same manner as the judges of the courts of the United States. The commission shall appoint a secretary, who shall receive an annual salary of \$3,500, payable in like manner. The commission shall have authority to employ and fix the compensation of such other employes as it may find necessary to the proper performance of its duties. Until otherwise provided by law, the commission may hire suitable offices for its use, and shall have authority to procure all necessary office supplies. Witnesses summoned before the commission shall be paid the same fees and mileage that are paid witnesses in the courts of the United States.

All of the expenses of the commission, including all necessary expenses for transportation incurred by the commissioners, or by their employes under their orders, in making any investigation, or upon official business in any other places than in the city of Washington, shall be allowed and paid on the presentation of itemized vouchers therefor approved by the chairman of the commission.

SEC. 19. That the principal office of the commission shall be in the city of Washington, where its general sessions shall be held; but whenever the convenience of the public or the parties may be promoted or delay or expense prevented thereby, the commission may hold special sessions in any part of the United States. It may, by one or more of the commissioners, prosecute any inquiry necessary to its duties, in any part of the United States, into any matter or question of fact pertaining to the business of any common carrier subject to the provisions of this act.

SEC. 20. That the commission is hereby authorized to require annual reports from all common carriers subject to the provisions of this act, to fix the time and prescribe the manner in which such reports shall be made, and to require from such carriers specific answers to all questions upon which the commission may need informa-

Interstate commerce commission. Form of procedure.

Parties may appear before the commission in person or by attorney.

Official seal.

Salaries of commissioners.

Secretary—how appointed; salary.

Employes. Offices and supplies.

Witnesses' fees.

Expenses of the commission—how paid.

Principal office of the commission.

Sessions of the commission. Commission may prosecute inquiries by one or more of its members in any part of the United States. Carriers subject to the act must render full annual reports to commission.

tion. Such annual reports shall show in detail the amount of capital stock issued, the amounts paid therefor, and the manner of payment for the same; the dividends paid, the surplus fund, if any, and the number of stockholders; the funded and floating debts and the interest paid thereon; the cost and value of the carrier's property, franchises, and equipments; the number of employes and the salaries paid each class; the amounts expended for improvements each year, how expended, and the character of such improvements; the earnings and receipts from each branch of business and from all sources; the operating and other expenses; the balances of profit and loss; and a complete exhibit of the financial operations of the carrier each year, including an annual balance sheet. Such reports shall also contain such information in relation to rates or regulations concerning fares or freights, or agreements, arrangements, or contracts with other common carriers, as the commission may require; and the said commission may, within its discretion, for the purpose of enabling it the better to carry out the purposes of this act, prescribe (if in the opinion of the commission it is practicable to prescribe such uniformity and methods of keeping accounts) a period of time within which all common carriers subject to the provisions of this act shall have, as near as may be, a uniform system of accounts, and the manner in which such accounts shall be kept.

SEC. 21. (As amended March 2, 1889.) That the commission shall, on or before the first day of December in each year, make a report, which shall be transmitted to congress, and copies of which shall be distributed as are the other reports transmitted to congress. This report shall contain such information and data collected by the commission as may be considered of value in the determination of questions connected with the regulation of commerce, together with such recommendations as to additional legislation relating thereto as the commission may deem necessary; and the names and compensation of the persons employed by said commission.

SEC. 22. (As amended March 2, 1889, and February 8, 1895.) That nothing in this act shall prevent the carriage, storage, or handling of property free or at reduced rates for the United States, state, or municipal governments, or for charitable purposes, or to or from fairs and expositions for exhibition thereat, or the free carriage of destitute and homeless persons transported by charitable societies, and the necessary agents employed in such transportation, or the issuance of mileage, excursion, or commutation passenger tickets; nothing in this act shall be construed to prohibit any common carrier from giving reduced rates to ministers of religion, or to inmates of the mental for the transportation of indigent persons, or to inmates of the national homes or state homes for disabled volunteer soldiers, and of soldiers' and sailors' orphan homes, including those about to enter and those returning home after discharge, under arrangements with the boards of managers of said homes; nothing in this act shall be construed to prevent railroads from giving free carriage to their own officers and employes, or to prevent the principal officers of any railroad company or companies from exchanging passes or tickets

What reports of carriers shall contain.

Commission may prescribe methods of keeping accounts.

Annual reports of the commission to congress.

Persons and property that may be carried free or at reduced rates.

Mileage, excursion, or commutation passenger tickets.

Passes and free transportation to officers and employes of railroad companies.

Provisions of act are in addition to remedies existing at common law. Pending litigation not affected by act. Joint interchangeable five thousand mile tickets. Amount of free baggage.

with other railroad companies for their officers and employes; and nothing in this act contained shall in any way abridge or alter the remedies now existing at common law or by statute, but the provisions of this act are in addition to such remedies: *Provided*, That no pending litigation shall in any way be affected by this act: *Provided further*, That nothing in this act shall prevent the issuance of joint interchangeable five-thousand mile tickets, with special privileges as to the amount of free baggage that may be carried under mileage tickets of one thousand or more miles. But before any common carrier, subject to the provisions of this act, shall issue any such joint interchangeable mileage tickets with special privileges, as aforesaid, it shall file with the interstate commerce commission copies of the joint tariffs of rates, fares, or charges on which such joint interchangeable mileage tickets are to be based, together with specifications of the amount of free baggage permitted to be carried under such tickets, in the same manner as common carriers are required to do with regard to other joint rates by section six of this act; and all the provisions of said section six relating to joint rates, fares, and charges shall be observed by said common carriers and enforced by the interstate commerce commission as fully with regard to such joint interchangeable mileage tickets as with regard to other joint rates, fares, and charges referred to in said section six. It shall be unlawful for any common carrier that has issued or authorized to be issued any such joint interchangeable mileage tickets to demand, collect, or receive from any person or persons a greater or less compensation for transportation of persons or baggage under such joint interchangeable mileage tickets than that required by the rate, fare, or charge specified in the copies of the joint tariff of rates, fares, or charges filed with the commission in force at the time. The provisions of section ten of this act shall apply to any violation of the requirements of this proviso.

Publication of rates.

Sale of tickets.

Penalties.

Jurisdiction of United States courts to issue writs of peremptory mandamus commanding the movement of interstate traffic or the furnishing of cars or other transportation facilities.

Peremptory mandamus may issue notwithstanding proper compensation of carrier may be undetermined.

NEW SECTION (Added March 2, 1889) That the circuit and district courts of the United States shall have jurisdiction upon the relation of any person or persons, firm, or corporation, alleging such violation of a common carrier, of any of the provisions of the act to which this is a supplement and all acts amendatory thereof, as prevents the relator from having interstate traffic moved by said common carrier at the same rates as are charged, or upon terms or conditions as favorable as those given by said common carrier for like traffic under similar conditions to any other shipper, to issue a writ or writs of mandamus against said common carrier, commanding such common carrier to move and transport the traffic, or to furnish cars or other facilities for transportation for the party applying for the writ: *Provided*, That if any question of fact as to the proper compensation to the common carrier for the service to be enforced by the writ is raised by the pleadings, the writ of peremptory mandamus may issue, notwithstanding such question of fact is undetermined, upon such terms as to security, payment of money into the court, or otherwise, as the court may think proper, pending the determination of the

question of fact: *Provided*, That the remedy hereby given by writ of mandamus shall be cumulative, and shall not be held to exclude or interfere with other remedies provided by this act or the act to which it is a supplement.

Public No. 41, approved February 4, 1887, as amended by Public No. 125, approved March 2, 1889, and Public No. 72, approved February 10, 1891. Public No. 38, approved February 8, 1895.

An act in relation to testimony before the Interstate Commerce commission, and in cases or proceedings under or connected with an act entitled "An act to regulate commerce," approved February 4, 1887, and amendments thereto.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That no person shall be excused from attending and testifying, or from producing books, papers, tariffs, contracts, agreements and documents before the interstate commerce commission, or in obedience to the subpoena of the commission, whether such subpoena be signed or issued by one or more commissioners, or in any cause or proceeding, criminal or otherwise, based upon or growing out of any alleged violation of the act of congress, entitled "An act to regulate commerce," approved February 4, 1887, or of any amendment thereof, on the ground or for the reason that the testimony or evidence, documentary or otherwise, required of him, may tend to criminate him or subject him to a penalty or forfeiture. But no person shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter or thing, concerning which he may testify, or produce evidence, documentary or otherwise, before said commission, or in obedience to its subpoena, or the subpoena of either of them, or in any such case or proceeding: *Provided*, That no person so testifying shall be exempt from prosecution and punishment for perjury committed in so testifying.

Remedy cumulative, and shall not interfere with other remedies provided by the act.

Attendance and testimony of witnesses and production of documentary evidence compulsory before the commission, and in any case, criminal or otherwise, in the courts.

Any person who shall neglect or refuse to attend and testify, or to answer any lawful inquiry, or to produce books, papers, tariffs, contracts, agreements and documents, if in his power to do so, in obedience to the subpoena or lawful requirement of the commission, shall be guilty of an offense, and upon conviction thereof by a court of competent jurisdiction shall be punished by fine not less than \$100, nor more than \$5,000, or by imprisonment for not more than one year, or by both such fine and imprisonment.

Penalties: fine or imprisonment, or both.

Public No. 54, approved February 11, 1893.

An act to promote the safety of employes and travelers upon railroads by compelling common carriers engaged in interstate commerce to equip their cars with automatic couplers and continuous brakes and their locomotives with driving-wheel brakes, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That from and after the first day of January, eighteen hundred and ninety-eight, it shall be unlawful for any common carrier engaged in interstate commerce by railroad to use on its line any locomotive engine in moving interstate traffic not equipped with a power driving wheel brake and appliances for operating the train brake system, or to run any train

Driving wheel and train brakes.

In such traffic after said date that has not a sufficient number of cars in it so equipped with power or train brakes that the engineer on the locomotive drawing such train can control its speed without requiring brakemen to use the common hand brake for that purpose.

Automatic couplers.

SEC. 2. That on and after the first day of January, eighteen hundred and ninety-eight, it shall be unlawful for any such common carrier to haul or permit to be hauled or used on its line any car used in moving interstate traffic not equipped with couplers coupling automatically by impact, and which can be uncoupled without the necessity of men going between the ends of the cars.

When carriers may lawfully refuse to receive cars from connecting lines or shippers.

SEC. 3. That when any person, firm, company, or corporation engaged in interstate commerce by railroad shall have equipped a sufficient number of its cars so as to comply with the provisions of section one of this act, it may lawfully refuse to receive from connecting lines of road or shippers any cars not equipped sufficiently, in accordance with the first section of this act, with such power or train brakes as will work and readily interchange with the brakes in use on its own cars, as required by this act.

Grab irons and handholds.

SEC. 4. That from and after the first day of July, eighteen hundred and ninety-five, until otherwise ordered by the interstate commerce commission, it shall be unlawful for any railroad company to use any car in interstate commerce that is not provided with secure grab irons or handholds in the ends and sides of each car for greater security to men in coupling and uncoupling cars.

Standard height of drawbars for freight cars.

SEC. 5. That within ninety days from the passage of this act the American Railway association is authorized hereby to designate to the interstate commerce commission the standard height of drawbars for freight cars, measured perpendicular from the level of the tops of the rails to the center of the drawbars, for each of the several gauges of railroads in use in the United States, and shall fix a maximum variation from such standard height to be allowed between the drawbars of empty and loaded cars. Upon their determination being certified to the interstate commerce commission, said commission shall at once give notice of the standard fixed upon to all common carriers, owners, or lessees engaged in interstate commerce in the United States by such means as the commission may deem proper. But should said association fail to determine a standard as above provided, it shall be the duty of the interstate commerce commission to do so, before July first, eighteen hundred and ninety-four, and immediately to give notice thereof as aforesaid. And after July first, eighteen hundred and ninety-five, no cars, either loaded or unloaded, shall be used in interstate traffic which do not comply with the standard above provided for.

Penalty for violation of the provisions of this act.

SEC. 6. That any such common carrier using any locomotive engine, running any train, or hauling or permitting to be hauled or used on its line any car in violation of any of the provisions of this act, shall be liable to a penalty of one hundred dollars for each and every such violation, to be recovered in a suit or suits to be brought by the United States district attorney in the district court of the United States having jurisdiction in the locality where such violation

shall have been committed, and it shall be the duty of such district attorney to bring such suits upon duly verified information being lodged with him of such violation having occurred. And it shall also be the duty of the interstate commerce commission to lodge with the proper district attorneys information of any such violations as may come to its knowledge: *Provided*, That nothing in this act contained shall apply to trains composed of four-wheel cars or to locomotives used in hauling such trains.

Duty of United States district attorney

Duty of interstate commerce commission

Exceptions to the act.

Power of interstate commerce commission to extend time of carriers to comply with this act.

Employees not deemed to assume risk of employment.

SEC. 7. That the interstate commerce commission may from time to time upon full hearing and for good cause extend the period within which any common carrier shall comply with the provisions of this act.

SEC. 8. That any employe of any such common carrier who may be injured by any locomotive, car, or train in use contrary to the provision of this act shall not be deemed thereby to have assumed the risk thereby occasioned, although continuing in the employment of such carrier after the unlawful use of such locomotive, car, or train had been brought to his knowledge.

Public No. 113, approved, March 2, 1893.

An act supplementary to the act of July first, eighteen hundred and sixty-two entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes," and also of the act of July second, eighteen hundred and sixty-four, and other acts amendatory of said first-named act.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all railroad and telegraph companies to which the United States has granted any subsidy lands or bonds or loan of credit for the construction of either railroad or telegraph lines, which, by the acts incorporating them, or by any act amendatory or supplementary thereto, are required to construct, maintain, or operate telegraph lines, and all companies engaged in operating said railroad or telegraph lines shall forthwith and henceforward, by and through their own respective corporate officers and employes, maintain, and operate, for railroad, governmental, commercial, and all other purposes, telegraph lines, and exercise by themselves alone all the telegraph franchises conferred upon them and obligations assumed by them under the acts making the grants as aforesaid.

Government-aided railroad and telegraph lines must themselves maintain and operate.

SEC. 2. That whenever any telegraph company which shall have accepted the provisions of title sixty-five of the Revised Statutes shall extend its line to any station or office of a telegraph line belonging to any one of said railroad or telegraph companies, referred to in the first section of this act, said telegraph company so extending its line shall have the right and said railroad or telegraph company shall allow the line of said telegraph company so extending its line to connect with the telegraph line of said railroad or telegraph company to which it is extended at the place where their lines may meet, for the prompt and convenient interchange of telegraph business between said companies; and such railroad and telegraph companies, referred

Connecting telegraph lines.

to in the first section of this act, shall so operate their respective telegraph lines as to afford equal facilities to all, without discrimination in favor of or against any person, company, or corporation whatever, and shall receive, deliver, and exchange business with connecting telegraph lines on equal terms, and affording equal facilities, and without discrimination for or against any one of such connecting lines; and such exchange of business shall be on terms just and equitable.

SEC. 3. That if any such railroad or telegraph company referred to in the first section of this act, or company operating such railroad or telegraph line shall refuse or fail, in whole or in part, to maintain, and operate a telegraph line as provided in this act and acts to which this is supplementary, for the use of the government or the public, for commercial and other purposes, without discrimination, or shall refuse or fail to make or continue such arrangements for the interchange of business with any connecting telegraph company, then any person, company, corporation, or connecting telegraph company may apply for relief to the interstate commerce commission, whose duty it shall thereupon be, under such rules and regulations as said commission may prescribe, to ascertain the facts, and determine and order what arrangement is proper to be made in the particular case, and the railroad or telegraph company concerned shall abide by and perform such order; and it shall be the duty of the interstate commerce commission, when such determination and order are made, to notify the parties concerned, and, if necessary, enforce the same by writ of mandamus in the courts of the United States, in the name of the United States, at the relation of either of said interstate commerce commissioners: *Provided*, That the said commissioners may institute any inquiry, upon their own motion, in the same manner and to the same effect as though complaint had been made.

SEC. 4. That in order to secure and preserve to the United States the full value and benefit of its liens upon all the telegraph lines required to be constructed by and lawfully belonging to said railroad and telegraph companies referred to in the first section of this act, and to have the same possessed, used and operated in conformity with the provisions of this act and of the several acts to which this act is supplementary, it is hereby made the duty of the attorney-general of the United States, by proper proceedings, to prevent any unlawful interference with the rights and equities of the United States under this act, and under the acts hereinbefore mentioned, and under all acts of congress relating to such railroads and telegraph lines, and to have legally ascertained and finally adjudicated all alleged rights of all persons and corporations whatever claiming in any manner any control or interest of any kind in any telegraph lines or property, or exclusive rights of way upon the lands of said railroad companies, or any of them, and to have all contracts and provisions of contracts set aside and annulled which have been unlawfully and beyond their powers entered into by said railroad or telegraph companies, or any of them, with any other person, company or corporation.

Equal facilities required.

Complaints to interstate commerce commission.

Duties of the commission where complaint is made.

Commission may institute inquiries on its own motion.

Duty of the attorney-general under this act.

SEC. 5. That any officer or agent of said railroad or telegraph companies, or of any company operating the railroads and telegraph lines of said companies, who shall refuse or fail to operate the telegraph lines of said railroad or telegraph companies under his control, or which he is engaged in operating, in the manner directed in this act and by the acts to which it is supplementary, or who shall refuse or fail, in such operation and use, to afford and secure to the government and the public equal facilities, or to secure to each of said connecting telegraph lines equal advantages and facilities in the interchange of business, as herein provided for, without any discrimination whatever for or adverse to the telegraph line of any or either of said connecting companies, or shall refuse to abide by, or perform and carry out within a reasonable time the order or orders of the interstate commerce commission, shall in every such case of refusal or failure be guilty of a misdemeanor, and, on conviction thereof, shall in every such case be fined in a sum not exceeding \$1,000, and may be imprisoned not less than six months; and in every such case of refusal or failure the party aggrieved may not only cause the officer or agent guilty thereof to be prosecuted under the provisions of this section, but may also bring an action for the damages sustained thereby against the company whose officer or agent may be guilty thereof, in the circuit or district court of the United States in any state or territory in which any portion of the road or telegraph line of said company may be situated; and in case of suit process may be served upon any agent of the company found in such state or territory, and such service shall be held by the court good and sufficient.

SEC. 6. That it shall be the duty of each and every one of the aforesaid railroad and telegraph companies, within sixty days from and after the passage of this act, to file with the interstate commerce commission, copies of all contracts and agreements of every description existing between it and every other person or corporation whatsoever in reference to the ownership, possession, maintenance, control, use or operation of any telegraph lines, or property over or upon its rights of way, and also a report describing with sufficient certainty the telegraph lines and property belonging to it, and the manner in which the same are being then used and operated by it, and the telegraph lines and property upon its right of way in which any other person or corporation claims to have a title or interest, and setting forth the grounds of such claim, and the manner in which the same are being then used and operated, and it shall be the duty of each and every one of said railroad and telegraph companies annually hereafter to report to the interstate commerce commission, with reasonable fullness and certainty, the nature, extent, value and condition of the telegraph lines and property then belonging to it, the gross earnings, and all expenses of maintenance, use, and operation thereof, and its relation and business with all connecting telegraph companies during the preceding year, at such time and in such manner as may be required by a system of reports which said commission shall prescribe; and if any of said railroad or telegraph companies shall refuse or fail to make such reports or any report as

Penalties for failure to comply with the provisions of this act or the orders of the interstate commerce commission.

Actions for damages may also be brought.

Duty of railroad and telegraph lines subject to this act to file copies of contracts and a report with the commission.

Annual reports to the commission.

Penalties for refusal to make reports to commission.

Duty of attorney-general to prosecute.

may be called for by said commission, or refuse to submit its books and records for inspection, such neglect or refusal shall operate as a forfeiture, in each case of such neglect or refusal, of a sum not less than \$1,000 nor more than \$5,000, to be recovered by the attorney-general of the United States, in the name and for the use and benefit of the United States; and it shall be the duty of the interstate commerce commission to inform the attorney-general of all such cases of neglect or refusal, whose duty it shall be to proceed at once to judicially enforce the forfeitures hereinbefore provided.

Right of congress to alter, amend or repeal.

SEC. 7. That nothing in this act shall be construed to affect or impair the right of congress, at any time hereafter, to alter, amend, or repeal the said acts hereinbefore mentioned; and this act shall be subject to alteration, amendment, or repeal as, in the opinion of congress, just ice or the public welfare may require; and nothing herein contained shall be held to deny, exclude, or impair any right or remedy in the premises now existing in the United States, or any authority that the postmaster-general now has under title sixty-five of the revised statutes to fix rates, or, of the government, to purchase lines as provided under said title, or to have its messages given precedence in transmission.

Equity rights of the government preserved.

Public No 237, approved August 7, 1888.

APPENDIX.

Index to all volumes—1878 to 1897, inclusive.

	YEAR.	PAGE.
ABANDONMENT OF ROAD.		
Clarinda, citizens of, v. C. & St. L., abandonment of C. & St. L. R'y.....	1889	1041
Elkader, citizens of, v. C. M. & St. P.....	1886	479
Fort Dodge, citizens of, v. C., R. I. & P. et al., Tara & Ft. Dodge.....	1889	962, 987
Supreme court decision in, referred to.....	1892	2
General subject discussed.....	1889	44
Northwood, citizens of, v. Central Iowa.....	1882	408
Northwood, citizens of, v. Iowa Central, petition for rehearing.....	1883	509
Court proceedings in.....	1884, 45	xxxix
Ottumwa & Kirksville, 3.83 mi., Clarinda, St. Louis, I. S.....	1891	5
Rights of contracting parties protected by courts.....	1889	1043
Expenses incurred in constructing spur track, parties entitled to return of, on abandonment of track.....	1891	738
W. & W. R'y., Osage, for temporary removal.....	1895	190
ABANDONMENT OF STATION—see also Station.		
Bismarck, Nell & Campbell v. C. M. & St. P.....	1880	992
Kingston, Decatur county, citizens of, v. D. M. & K. C., protest against removal.....	1880	863
Leslie, citizens of, v. D. M. & K. C., protest against abandonment of station.....	1889	1027
Dissenting opinion by Commissioner Dey.....	1889	1080
Pekin, Spiers & Richardson v. B. & W., petition for reopening.....	1890	822
Vec. Jones, J. M., v. B. & M., petition for reopening of station.....	1890	939
ABSORPTION OF BRIDGE TOLL—see Bridge Toll.		
ACCIDENTS TO PERSONS		
Remarks of President Harrison.....	1892, 18	1890 70
ACCIDENTS—INVESTIGATION OF.		
Afton, C., B. & Q.....	1887	148
Altoona.....	1878	45
Brush Sliding, on C., B. & Q.....	1893	360
Coon Rapids, on C., M. & St. P.....	1892	843
Crescent, on C. & N.-W., near Council Bluffs.....	1891	271
Des Moines, collision between C., R. I. & P. fair ground train and C. & N.-W. freight train at, report of commissioners.....	1889	1114
Danger to boys playing around trains, etc., B., C. R. & N.....	1891	841
Eagle Point, C., M. & St. P.....	1887	153
Glendale, on C. M. & St. P., investigation of by commissioners.....	1889	1107
Highland Center, C., M. & St. P.....	1892	873
Inwood, C., M. & St. P.....	1887	102
Nansen, seven miles southeast of Council Bluffs, on O. & St. L.....	1890	961
New Hampton, on C. G. W. R'y.....	1892	871
Maynard, on B., C. R. & N.....	1891	839
Stratford, on C. & N.-W.....	1893	270
Stratford, on C. & N.-W.....	1891	845
Valley Junction, on C., R. I. & P.....	1895	241
Vincent, C., R. I. & P.....	1891	841
Washington, on C., R. I. & P.....	1891	841

ACCOUNTS—RAILWAY.	YEAR.	PAGE.
Bureau of Railway Statistics and Accounts, railway question.....	1893	40 c
Law requiring uniformity in, recommended.....	1892	21
Uniformity in.....	1878, 74; 1879, 113; 1882, 38; 1892	43
ACTUAL CASH VALUE OF ROAD AND EQUIPMENT—see <i>Value</i>.		
ADVANCE IN HAY RATES, PETITION OF D. M. & N.-W.—see <i>Rates</i>.		
APPORTIONMENT OF COST OF OVER AND UNDER RAILROAD CROSSINGS—see <i>Crossing, Railroad</i>.		
APPROPRIATION OF COAL.		
Aurelia, coal dealers of v. Illinois Central railroad, during scarcity of fuel.....	1888	677
Hogaboom, S. E., Creston, v. C. B. & Q.....	1894	286
Knowles, J. Elliott, v. C. B. & Q.....	1831	140
Le Mars, Townsend, D. W., v. Illinois Central.....	1888	678
AGENTS, STATION, PETITION FOR—see <i>Station Service</i>.		
AGREEMENTS BETWEEN RAILWAYS, violation of.....		
AGREEMENT OF RAILWAY COMPANIES TO ADOPT COMMISSIONERS' RATES—see <i>Rates, Freight</i>.		
AID TO RAILROADS—see <i>Taxes</i>.		
AINSWORTH, W. W., elected secretary.....		
Re-elected.....	1883, 3; 1889, 4; 1890, 3; 1891, 3; 1892, 3; 1893, 3; 1894, 3; 1895, iv; 1896, 12; 1897	3
ARBITRATION.		
Ashburn, J. M., Lamoni, v. C. B. & Q., claim for car of stock.....	1889	989
Consolidation Coal Company v. Central Iowa.....	1878	20
Illinois Central et al. v. Waverly Short Line et al., grade crossing.....	1886	576
Mason City & Fort Dodge R'y Co. v. Crooked Creek R'y Co., grade crossing.....	1887	732
More, Thos. and Bishop, O. W., Turin, v. C. & N.-W., overflow damages.....	1889	909
Webster City & Crooked Creek v. M. C. & Ft. D. R'y Co., grade crossing.....	1886	598, 601
ATTENDANCE WITH L. C. L. LIVE STOCK SHIPMENTS.....		
ATTORNEY-GENERAL, REPORT OF—see <i>Litigation</i>.		
AUTOMATIC COUPLERS—see also <i>Couplers, Automatic</i>.		
Paper on, by Commissioner Coffin.....	1885	92
Brakes, Burlington test.....	1884, 40; 1888, 46, 47, 48	
AUTHORITY OF COMMISSIONERS—see <i>Commissioners</i>.		
ADAMS, CHARLES FRANCIS JR., quotation from.....		
Discussion of commissioner system.....	1878	59
Railroads, origin and problems.....	1879	73
Remarks on watered stock.....	1881	81
Remarks on watered stock.....	1886	56
ADAMS, HENRY C., statistician Interstate com. com., paper on accounts, etc.....		
ADEQUATE EQUIPMENT DEFINED—see <i>Equipment</i>.		
ADEQUATE CROSSING—see <i>Crossing, Adequate</i>.		
ADOPTION OF COMMISSIONERS' RATES—see <i>Rates</i>.		
ADDITIONAL DEPOT GROUNDS—see <i>Condemnation Proceedings</i>.		
ADVANCED CHARGES.		
Brenneck Bros., Eagle Grove, v. C. & N.-W., discrimination in applying.....	1892	842
Mouhan Bros., Charlotte, v. C. & N.-W.....	1886	825
Wasson, J. A., Roscoe, Kan., v. U. M. & St. P., duties of carriers in accepting guarantee for.....	1883	656
BAD ORDER, RECEIPT OF GOODS IN—see <i>Damages</i>.		
BACK WATER, CAUSED BY RAILROAD CONSTRUCTION, OVERFLOW—see <i>Drainages, Damages, Obstruction and Overflow</i>.		
BACK WATER, IN RELATION TO RAILROAD CROSSINGS—see <i>Drainage</i>.		
BACK WATER, STOCK DROWNED BY—see <i>Damages</i>.		
BAGGAGE—EXCESS AND STORAGE CHARGES. Discussion of.....		
Anderson, T., Rockford, Ill., v. C. M. & St. P., sample trunks containing jewelry not baggage.....	1885	541
Ashall, F. C., Chicago, v. Central Iowa, excess charges.....	1882	433
Bullock, N. P., Leon, v. Union Depot, Council Bluffs, storage.....	1887	784
Carpenier, C. C., Gilman, v. Cent. Iowa and C. & N.-W., refusal to receive tool chest as baggage.....	1886	538
Dusey, H., et al., Creston, v. C. B. & Q., refusal to carry mechanic's tool box as baggage.....	1885	513
Edmundson, Ed., Cedar Rapids, v. C. M. & St. P., excess baggage.....	1892	824

BAGGAGE—EXCESS AND STORAGE CHARGES—Continued—	YEAR.	PAGE.
Glover, H. B., et al., Dubuque, v. various lines, excess baggage charges.....	1885	638
Goodwin, Mrs. Patience, Traer, v. C. R. I. & P., delay and storage charges.....	1883	645
Krause & Co., Davenport, v. various lines.....	1894	850
BAGGAGE—DELAY AND LOSS.		
Block, M., Des Moines, v. C. & N.-W., delay in forwarding sample case.....	1892	853
Taylor, R. B., West Side, v. C. & N.-W., lost.....	1885	571
Woodward, W. H., Creston, v. D. M. & K. C., lost.....	1891	727
BAGGAGE, INSUFFICIENT FACILITIES FOR HANDLING AND TRANSFER—see also <i>Transfer Facilities</i>.		
Roybar, F., v. Cent. Iowa, et al., insufficient facilities for handling baggage.....	1886	588
Iowa Falls v. C. & N.-W., regulations.....	1887	753
Reynard, J. S., Creston, v. C. B. & Q. and O. G. W., Afton Junction transfer.....	1833	137
BANKRUPT ROADS—see <i>Receivers</i>.		
BILLING IN TRANSIT, Bevins Bros., Hawkeye, v. C. M. & St. P., discrimination in.....		
BIRD, A. C., G. F. A. C. M. & St. P., LETTERS OF, on reduction of corn rates in Iowa.....	1886	621
BLACK, JEREMIAH, LETTER OF, on railway legislation, railroads are highways, etc.....	1881	77
BLOCKADING HIGHWAY WITH TRAINS—see <i>Obstruction</i>.		
BLOCKADING STREETS WITH TRAINS—see <i>Obstructing Streets</i>.		
BLOCKADE, SNOW—see <i>Snow Blockade</i>.		
BRANCH LINES.		
App-rtioning earnings of, method of.....	1889	1005
Expenses of operation should be partly borne by main line.....	1883	47
Profitable as feeders to main lines.....	1889	1005
Train service on, restoration of, on Iowa branches, C. R. I. & P.....	1889	10-1009
BRANCH LINES, TRAIN SERVICE ON—see also <i>Train Service</i>.		
BRAKES, AUTOMATIC AND POWER—see also <i>Automatic Couplers and Power Brakes</i>.		
Brakes, automatic.....	1884, 41; 1885	94
Discussion of and law concerning.....	1890, 7; 1891, 18, 20; 1892	10, 46
Paper on, by Commissioner Coffin.....	1889	47
BREWER, JUDGE, decision of, in relation to rates—see also <i>Rates</i>.		
Temporary injunction by restraining promulgation of June, 1888, schedule 1888, 30; 1894	1889	31, 32, 34
208		
BRIDGES.		
Laws relating to, discussed.....	1878	17
Safety of, railroad companies responsible for.....	1878	17, 18, 19
Bridge toll, absorption of at Omaha.....	1888	670
UNSAFE CONDITION OF—see also <i>Unsafe Condition of Road</i>.		
Euy, P. H., Richland Center, Wis., v. U. M. & St. P., Coon Rapids.....	1894	179
Harrison, H., et al., v. A. T. & S. E., neglect of bridgeman at Ft. Madison.....	1895	199
Reno, B. F., Marengo, v. C. R. I. & P.....	1880	20
Waller, J. N., road supervisor, St. Charles, v. U. M. & St. P., unsafe condition of bridge and highway.....	1886	569
Watkins, W. W., Bellevue, v. C. M. & St. P., unsafe condition of bridge.....	1889	101
"BUGGY CARE."		
Barber, Ed., Glidden, v. C. & N.-W., overcharge.....	1884	65-67
Anderson's, commissioner, opinion on.....	1884	49
Coffin's, commissioner, opinion on.....	1884	57
Dey's, commissioner, opinion on.....	1884	68
Judge Baylies' opinion on.....	1885	57
BURLINGTON, SHIPPERS OF, COMPLAINT ON RATES—see <i>Rates</i>.		
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, application of for reduced rates on seed grain.....	1892	838
BERLINGTON TEST OF AUTOMATIC COUPLERS—see <i>Automatic Couplers</i>.		
BUTTER AND EGG SHIPMENT, DISCRIMINATION IN INSPECTION OF—see <i>Inspection</i>.		
CARHOUSE, STOPPAGE OF AT PLATFORMS—see <i>Stopping Trains at Platforms</i>.		
CAMERON, J. S., ELECTED SECRETARY.....		
Resigned.....	1889	3
CAMP MEETING AND OTHER ASSEMBLY RATES—see <i>Rates</i>.		
CAPACITY OF FREIGHT CARS—see <i>Cars</i>.		
CAPITAL STOCK, WATERED—see <i>Watered Stock</i>.		
CAPITALIZATION, EXCESSIVE.....		
CARE OF STATION BUILDINGS—see <i>Station Service</i>.		

CARR.	YEAR.	PAGE.
DISTRIBUTION OF—see <i>Distribution of Cars</i> .		
Must be distributed equitably in time of scarcity.....	1888, 719; 1892	827
Not to be used for warehouse purposes.....	1889	996
WHEN USED FOR WAREHOUSE PURPOSES, CHARGES FOR—see <i>Demurrage</i> .		
LACK OF—see also <i>Failure to Furnish Cars</i> .		
Discussed by L. S. Coffin.....	1887	70
SENDING OFF OWN LINE—see <i>Refusal to Receive and Forward Freight</i> .		
WARMING OF.		
LIGHTING OF—see <i>Lighting Cars</i> .		
WHAT CONSTITUTES ADEQUATE SUPPLY OF—see <i>Equipment</i> .		
CAR LOAD RATES.		
Attempted abolition of.....	1885, 45, 47; 1886	31
Iowa State Jobbers and Manufacturers' association, protest against abolition of.....	1885	47
Merrill & Keeney, Des Moines, v. C. & N.-W, et al., on furniture.....	1883, 678; 1894	69
On mixed car load of linseed and carbon oils.....	1892	844
Proposition to abolish indefinitely postponed.....	1885	53
Recognition of by Colorado law.....	1885	48
CARS OFF ITS OWN LINE—see <i>Refusal to Receive and Forward Freight</i> , also <i>Failure to Furnish Cars</i> .		
OWNED BY SHIPPER, unjust discrimination of, paper on, by Judge Schoonmaker, ex-Interstate commerce commissioner.....	1891	961
PRIVATE, DISCRIMINATION IN USE OF—see <i>Discrimination</i> .		
CARRIERS.		
Bound by quotation of rates by agents.....	1886	609
Their relations to each other discussed.....	1884	7
CARRIER'S RISK—see <i>Owner's Risk</i> .		
CARRIED PAST STATION.		
Boyle, I. W., Clarkville, v. C. G. W., carried past station.....	1889, 981; 1892	852
Lightner, F. E., Carthage, Mo., v. C. G. W.....	1887	187
Windell, W. S., Castalia, v. C. M. & St. P., refusal to stop at Castalia.....	1892	862
Damages on account of.....	1887	756
CARRYING PASSENGERS ON FREIGHT TRAINS—see <i>Train Service</i> .		
CASH VALUE—see <i>Value, Present Cash</i> .		
CATTLE GUARDS—see also <i>Crossings</i> .		
Bell, W. S., Des Moines, v. B. C. R. & N., refusal to construct.....	1889	1066
Campbell, F. R. et al., Bismarck, v. C. M. & St. P., danger to cattle from location of fence, petition for cattle guards.....	1892	856-857
Chapman, H. G., Sioux City, v. C. M. & St. P., petition for.....	1892	888
Frazier, George, v. Pandora, v. D. M. N. & W., defective, stock killed.....	1897	110
Gardner, John M., Leon, v. D. M. O. & S., cattle guards and fencing.....	1884	549
Jamison, J. R., Oskaloosa, v. C. B. & Q., failure to put in.....	1882	556
Jarvis, M., Morning Sun, v. Iowa Central, petition for.....	1895	153
Long, Ira, Luther, v. St. L., D. M. & N., application for at farm crossing.....	1886	737
Mohr, John, Fort Dodge, v. M. C. & Ft. D., application for.....	1887	730
McCall, W. B., Ogden, v. M. & St. L., petition for.....	1885	566
Moore, N. B., Clarinda, v. C. B. & Q., cattle guards at crossing.....	1882	487
Omeron, J. L. et al., Thor, v. C. & N.-W., petition for cattle guards.....	1885	558
Petition for rehearing.....	1886	571
Tibbetts, D. D. et al., Ogden, v. C. Ft. M. & D. M., petition for.....	1892	827
CHANGING NAME OF STATIONS.		
Arlington, citizens of petition for, C. M. & St. P. from Brush Creek to v.....	1890	19
Enfield, Couley, E. G., v. C. M. & St. P., Strawberry Point.....	1884	563
Luvens, citizens of, v. C. & N.-W., application for.....	1887, 730; 1888	705
River Junction, Musser, J. D. et al., v. B. C. R. & N., petition for.....	1888, 749; 1893	811
Sewal, Banta, Ira, v. C. M. & St. P.....	1895	145
Strawberry Point, citizens of, v. C. M. & St. P., petition for.....	1888	734
Tlionic, Grant township, citizens of, v. C. & D., petition for.....	1888	725
Vincent, Anderson & Richards, v. C. R. I. & P.....	1892	833
CHARGES.		
Crary Bros., Boone, v. St. L., D. & N., prepayment of freight charges.....	1893	804
Wasson, J. A., Roscoe, Kan., v. C. M. & St. P., duties of carriers.....	1883	656
CHARITY FREIGHT—Shaw, H. B., Nora Springs, free carriage of.....	1893	166

CHARITABLE INSTITUTIONS, churches not such, as contemplated by law, with respect to special rates (Commissioner Dey)..... <th>YEAR.</th> <th>PAGE.</th>	YEAR.	PAGE.
CHOICE OF MARKETS, SHIPPERS AND ROUTES, RIGHT TO—see <i>Rights of Shippers</i> .	1888	838
CHURCHES may obtain special rates on building material.....	1885	837
CLAIMS—see also <i>Damages</i> .		
FOR DAMAGES RESULTING FROM OBSTRUCTIONS—see <i>Obstruction</i> .		
FOR DAMAGE RESULTING FROM FAILURE TO RECEIVE CARS—see <i>Failure to Furnish Cars</i> .		
FOR REFUND OF OVERCHARGE—see <i>Overcharge</i> .		
PRIVATE, Commissioners no authority to collect.....	1889	1082
FOR GOODS LOST IN TRANSIT—see <i>Lost in Transit</i> .		
FOR STOCK KILLED—see <i>Stock Killed</i> .		
CLASSIFICATION OF FREIGHT.		
Basalt Plaster, Basalt Plaster Co., Des Moines.....	1894	240
Boilers, second-hand.....	1892	647
Boilers, second-hand, Gottsteln, F., v. Inspection Bureau.....	1892	847
Bottles, empty, returned, T. W. Rogers for Iowa Bottlers' Association.....	1891	305
Capacity of Cars, Francis, H. C., Rose Hill, v. C. R. I. & P.....	1897	155
Coal, Keefe Coal Co., Ft. Dodge, v. Ill. Cent.....	1896	168
Corn Planters, K. D.....	1890	957
Crackers, Shaver & Dows, Cedar Rapids, v. Joint Western Classification.....	1883	659
Crushed stone for road purposes.....	1894	859
Discrimination in, Westphal, Hinds & Co., Dubuque, v. B. C. R. & N.....	1881	125
Discrimination in Classification of Hour, Crystal Mill and Grain Co., Council Bluffs, v. Iowa Pool Lines.....	1883	703
Dog skins, Herman & Cownte, Des Moines, petition for change in.....	1825	231
Drugs, Miller, W. G., Ottumwa, Iowa Classification maximum not minimum.....	1896	166
Farm wagons, Star Wagon Co., Cedar Rapids, v. R'y C's.....	1885	903
Glucose, James V. Mahoney, Sioux City.....	1894	273
Gravel and sand.....	1891	359
Hancock, John T. & Son, Dubuque, v. B. C. R. & N. R'y, lack of uniformity.....	1880	23
Logs, rough, Des Moines Fence Co. and Des Moines Excelsior Works et al.....	1891	782
Linseed and carb in oils in mixed carloads, application for carload rates.....	1892	844
Live stock, H. G. S. Codd, Westfield.....	1894	290
Merchandise, Hummer, George, Iowa City, v. B. C. R. & N., discrimination in.....	1880	163
Minimum weights, Ketcham & Johnson Co., Marshalltown, v. C. & N.-W.....	1897	108
National Uniform freight classification discussed.....	1897, 49; 1896	11
Of freights, commissioners'.....	1889	953
Railroad ties, J. G. Taylor, Percy.....	1894	240
Sand, Blesley, L. C., Council Bluffs, v. C. B. & Q., petition for restoration of previous classification on.....	1895	247
Sand and stone.....	1894	359
Sawdust and fuel, Minesh, E. D. & Co., Engle Grove.....	1897	154
Silicon wall plaster.....	1894	359
Syrup in pails, Mendel, H., Neola, v. C. R. I. & P.....	1887	759
Syrup in pails, Tucker Bros., Brooks, v. C. B. & Q. R'd Co.....	1887	759
Wagons, democrat spring.....	1894	359
Western Wheeled Scraper Co., Aurora, Ill., v. road-making machines.....	1894	182
Worcester & Son, Des Moines, v. various lines, change of on goods in transit.....	1885	540
CLASSIFICATION OF RAILROADS—see also <i>Rates, Freight</i> .		
A., B. and C.....	1878, 54, 67; 1881	85
Milner, T. H., Iowa Falls, v. B. C. R. & N., complaint of.....	1892	484
COAL APPROPRIATION OF BY CARRIERS—see <i>Appropriation of Coal</i> .		
COAL HOUSE SITES—see <i>Sites</i> .		
COAL MINIMUM WEIGHT OF IN CAR LOADS—see <i>Minimum Weight</i> .		
SIWART, James, et al., v. C. & N.-W., scarcity of.....	1882	442
COAL RATES—see <i>Rates</i> .		
PETITION FOR ADVANCE IN—see <i>Rates</i> .		
For distance less than five miles.....	1890	903-922
CLEANING GRAIN IN TRANSIT—see <i>Milling in Transit</i> .		
COFFIN, L. S., paper on automatic couplers and brakes.....	1887, 50; 1889	47
CONCESSIONS TO LARGE SHIPPERS—see <i>Car Load Rates</i> .		

COMMISSIONERS—AUTHORITY, POWERS AND DUTIES OF.	YEAR.	PAGE.
To act, when in doubt, should not be exercised.....	1889	1092
Derived from statute, beyond its express provisions they cannot act.....	1889	1092
Have no authority to require crossings where no highway has been established as required by law.....	1893	265
To stop the running of trains in cases of unsafe condition of road.....	1892	765
No authority to interpret the law differently from its plain reading.....	1892	845
May order additional train service—see also <i>Train Service</i>	1891	306
To order freight transfer for L. O. L. shipments.....	1893	158
To order undercrossings.....	1892	25
Duties and jurisdiction of.....	1878, 5, 17, 50, 63, 51;	1879 71
under the law of 1884.....	1884	42
increased powers of discussion in relation to shippers and carriers.....	1884	81
law giving additional power to.....	1887	903
Duties of, enlarged by legislature.....	1892	24
Jurisdiction of.....	1891	28, 802
Old and new laws compared.....	1899	25
Duties and powers discussed.....	1892	21, 39
Duties and powers as defined by United States supreme court.....	1894	199
Laws of 1888, granting additional power and making elective.....	1888	31
Decisions of, enforced in courts.....	1892	21, 30
In different states.....	1878	52
Expenses of boards of railroad commissioners, by states.....	1897	242, 243
In Great Britain.....	1878	57
Original organization of.....	1878	3
COMMISSIONERS—		
Anderson, A. R.,		
appointed.....	1881	3
term expired.....	1884	3
Campbell, Frank T.,		
appointed.....	1883	3
elected.....	1889	3
drew three years term by lot.....	1889	4
term expired.....	1892	3
Carpenter, U. O.,		
appointed.....	1878	3
resigned.....	1878	3
Coffin, L. S.,		
appointed.....	1882	3
reappointed.....	1885	3
term expired.....	1888	3
Dawson, E. A.,		
appointed to fill vacancy.....	1896	12
elected.....	1897	12
Dey, Peter A.,		
appointed.....	1878	3
reappointed.....	1896	3
elected.....	1889	3
drew two years term by lot.....	1889	4
term expired.....	1891	3
re-elected.....	1892	3
term expired.....	1893	1v
Luke, John W.,		
elected.....	1891	3
re-elected.....	1894	3
deceased, memorial statement.....	1895, 1;	1896 12
McDill, J. W.,		
appointed.....	1878	3
resigned.....	1881	3
reappointed.....	1884	3
term expired.....	1887	3

COMMISSIONERS—Continued—

	YEAR.	PAGE.
Perkins, George W.,		
elected.....	1893	3
re-elected.....	1896	12
Smith, Spencer,		
appointed.....	1887	3
elected.....	1889	3
drew one year term by lot.....	1889	4
re-elected.....	1890	3
term expired.....	1893	3
Wilson, James,		
appointed.....	1882	3
resigned.....	1883	3
Woodruff, M. C.,		
appointed.....	1878	3
term expired.....	1882	3
COMBINATIONS BETWEEN TRUNK LINES AND FEDERALS—see <i>Pro-rating</i> .		
COMMERCE, INTERSTATE—see <i>Interstate Commerce</i> .		
COMMON CARRIERS, must not discriminate in favor of themselves as private merchants.....	1889	1046
COMMUTATION TICKETS—see <i>Passenger Fare</i>		
COMPARATIVE TONNAGE, in car loads and less than car loads.....	1883	39
COMPETITION, its effect on rates.....	1886	34
CONCEALMENT IN RAILROAD AFFAIRS—see <i>Publicity</i> .		
CONDITION OF ROADS, improved physical.....	1891	25
CONDITION OF WESTERN RAILROADS—see <i>Railroad Situation, etc.</i>		
Amount of business offered railroads.....	1891	4
CONFLICTING AND DISPUTED PROVISIONS OF THE LAW—see <i>Law</i> .		
CONNECTION, CROSSINGS, discussion of.....	1884	79
CONSIDERATION, TAXES VOTED FOR RAILROADS, A PART OF—see <i>Stations</i> .		
CONSIDERATION OF IOWA RAILROADS, discussed.....	1879	69
CONDEMNATION PROCEEDINGS.		
Can not be maintained where company has no road in operation.....	1893	136
Commissioners no authority to compel the railroad companies to exercise.....	1893	191
Duty of carrier to exercise in certain cases.....	1891	823
Law granting for depot purposes.....	1894	80
Right to exercise not included in right of eminent domain.....	1887	679
Applications for—		
Charles City, Cedar Falls & Minnesota Rd. Co. v. land owners.....	1896	15
Cedar Rapids, C. & N.-W. and B. C. R. & N. Ry. v. land owners.....	1896	24
Des Moines, C., B. & Q. Rd. Co. v. Thos. Caughan, Sr., et al.....	1885	849
Des Moines, Des Moines & Kansas City Rd. Co. v. certain land owners.....	1891	707
Dixon, B., C. R. & N. Ry. Co. v. G. W. King, et al.....	1884	600
Dubuque, Union Depot company of.....	1886	480
Ehler, Dubuque & Sioux City Rd. Co. v. certain land owners.....	1893	146-221
Evanston, Mason City & Fort Dodge v. certain land owners.....	1891	798
Garner, Fitch & Hayward of, inquiries concerning.....	1884	545
Goose Lake, C. & N.-W. Ry. Co. v. certain property owners.....	1890	247
Marion, Chicago, Santa Fe & California Ry. Co. v. John Yager, et al.....	1887	788
Oelwein, for tracks to shops of C. G. W. Ry. Co.....	1895	136
Onawa, Cherokee & Dakota Rd. Co. v. certain land owners.....	1888	708
Oto, Cherokee & Dakota Rd. Co. v. certain land owners.....	1888	708
Osceola, Des Moines & Kansas City Rd. Co. v. land owners.....	1896	96
Osceola, C., B. & Q. Rd. Co. v. land owners.....	1890	27
Oskaloosa, Cent. Iowa Ry. v. Baldwin, Mary et al.....	1895	572
Oskaloosa, on Iowa Central.....	1897	45
Ottumwa, C. M. & St. P. Ry. Co. v. Daniel and Bridget Sughrus.....	1884	592
Ottumwa, for union depot at.....	1887	699
Sheldon, Cherokee & Dakota v. certain land owners.....	1885	686
Sioux City, Sioux City, Chicago & Baltimore Ry. Co. v. certain land owners.....	1892	135
Waterloo, Dub. & S. C. Rd. Co. v. Waterloo Water Co. et al., petition in.....	1890	891
Waterloo, Dub. & S. J. Rd. Co. v. certain land owners.....	1890	953

	YEAR	PAGE.
CONTRACTS.		
Road work by	1891	26
Quotation of rates by agent and acceptance thereof constitutes	1886	800
For exemption of liability from fires set by engines	1895	XXXV
Concerning contract of release from liability by fire caused by railway company	1897	156
CONTRACT, VIOLATION OF.		
Berry, W. T., Marshalltown, v. W. I. & N., in providing crossing	1886	557
Davison, M., Plano, v. Wabash, in building side track, etc.	1883	849
Day, F. A., Castana, v. Maple River R. Co. in loc. tion of railroad	1884	585
Dorcas, John, Shiloh, v. C. & N.-W. Ry., failure to construct side track	18-96	973
Elliott, W. P., Morning Sun, v. C. B. & Q., failure to fence	1883	729
Fausner, W. D., Wirt, v. H. & S., violation of right of way contract	1887	662
Fort Dodge, city of, v. C. R. I. & P. et al., failure to operate road	1889	982, 987
Harshbarger, W. A., Oakland Mills, v. St. L., K. & N.-W., failure to provide cross-ings and fence in consideration of right of way	1892	841
Hunter, A., Wyman, v. B. & N. W., failure to build cattle guards, fences, etc.	1883	701
Kenyon, F. L. et al., Iowa City, v. B. C. R. & N., failure to run chair cars	1883	675
Macrae, D., mayor of Council Bluffs, v. C., R. I. & P. and C. & N.-W., in abandon- ing Council Bluffs as western terminus	1892	845
Orylls, citizens of, v. C. G. W., in maintaining station	1894	238
Phelan, James, Maitland, Dakota, v. C. M. & St. P. Ry. Co., failure to furnish shipping facilities	1885	512
Seevers, W. A. et al., Oskaloosa, v. Central Iowa, station accommodations	1886	320
Springer, A., Prairie City, v. C., R. I. & P., refusal to redeem commutation tickets	1885	580
Torkeison, Nels et al., Austin, v. C. M. & St. P., failure to put in station	1892	862
Yaggy, E. H., Audubon, v. B. C. R. & N., on rates on emigrant movables	1885	583
CONVENTION OF STATE RAILROAD COMMISSIONERS.		
With interstate commerce commission, 1889, 19; 1891, 20-29; 1892, 44; 1893, 40a; 1894, 361; 1895, xxxviii; 1894, 19	1897	11
With commissioners of surrounding states	1881	164
GOLEY, JUDGE T. M., on Railroad Commissions	1883	45
Address on "The Railway Problem"	1891	39
Articles on "Popular and Legal Views of Traffic Pooling"	1897	34
CONSTRUCTION ACCOUNTS, open, discussed	1878	28-39
CONTROL OF RAILROADS BY GOVERNMENT—see Government Control.		
CONTROL BY STATE—see State Control.		
CONTROL OF STATION GROUNDS—see Omnibus Privileges.		
CONVENTION RATES—see Rates.		
CORN RATES, request of commissioners for temporary reduction of	1886	619
COST.		
Average of roads in different states	1880	175
Difficulty in obtaining information on	1884	17
Discussion on	1887	51
Earnings of, in excess of 5 per cent on \$30,000 per mile	1891	38, 37
Of construction, per mile	1878	35
Of equipment, per mile	1878	36
To move freight, per ton per mile, discussed	1884, 29; 1888	704-783
OF OVER AND UNDER RAILROAD CROSSINGS, APPOINTMENT OF—see Crossings.		
COUPLERS—AUTOMATIC—AND BRAKES—see also Automatic Couplers.		
Automatic, paper on, by Commissioner Coffin	1885, 91; 1887, 59; 1889	47
Different types of couplers considered	1891	50, 35
Discussion of Iowa law requiring their use	1890	7
Law concerning	1891	18-20
Law of 1890, as amended in 1892	1892	10
Recommendations of commissioners' convention for law concerning	1892	46
Test of in Massachusetts, reported	1894	40
COUPLING CARS.		
Loss of life and personal injury discussed	1884	29
COURTS, CASES PENDING IN. REPORT OF ATTORNEY-GENERAL—see Litigation.		
State courts to take cognizance of order of commissioners	1891	802

	YEAR.	PAGE.
CROSSINGS, FARM.		
At grade, and over or under grade, discussed	1893	18, 23
Decision of supreme court regarding	1892	25, 28
Matters of public right, decision by supreme court	1892	28
Overhead farm crossing, decision of supreme court on, discussed	1892	28, 29
Legislation recommended	1889, 48; 1891	43
PETITIONS FOR COMPLAINTS CONCERNING.		
Amundson, Helga, Elsworth, v. C. & N.-W., obstructed by snow	1888	738
Anderson, W. M., St. Charles, v. D. M. & K. C., at grade	1897	93
Barnes, R. H. and J. H., Olivet, v. C. R. I. & P., under, open	1893	261
Beck, Jos., Marcus, v. D. & S. C. (H. Cent.), under	1891	826
Berry, W. T., Marshalltown, v. W. I. & N., contract for violated	1886	557
Berry, W. T., Marshalltown, v. C. G. W., under crossing	1893	164
Blackman, G. M., Newton, v. C., R. I. & P., at grade, farm	1890	909
Brockman, William, Baxter, v. C. St. P. & K. C., open farm	1890	912
Brownell, H. S., Spirit Lake, v. C. M. & St. P., open—cattle guard	1892	845
Burns, Thomas, Breda, v. C. & N.-W., as grade	1883	630
Cahn, Dennis, Arthur, v. C. & N.-W., unsuitable	1888	730
Chapman, H. G., Sioux City, v. C. M. & St. P., location of	1890	849
Cole, Lyman, v. B., C. R. & N., under, petition for	1896	157
Cunningham & Jones, Marshalltown, v. C. M. & St. P., petition for	1892	830
Cuttsfeld, J. W., Lucas, v. C. B. & Q., ordinary	1895	186
Cutler, G. L., Clarion, v. M. C. & Ft. D., open and cattle guards	1887	716
Cutler, G. L., Clarion, v. M. C. & Ft. D., under farm	1889	1039
Cutler, G. L., Clarion, v. M. C. & Ft. D., petition for under	1890	850
Cutler, G. L.,	1893	23
Davis, James, Cummings, v. C. G. W., under	1895	123
Denison, T. W., Clarion, v. M. C. & Ft. D., replacing and repairing farm crossing	1896	32
Dennis, I. V., Coralville, v. C. R. I. & P., under, failure to maintain	1889	979
Detultery, T., Sumner, v. M. & N. W., farm and cattle guards	1886	596
Eckstein, H., et al., Cresco, v. C. M. & St. P., open	1895	202
Emmesy, P., New Hampton, v. C., St. P. & K. C., petition for under	1889	1067
Emmesy, P., New Hampton, v. C. G. W., defective under bridge	1893	167
Fausner, W. D., Wirt, v. H. & S., contract providing, ignored	1887	682
Fisher, E. B., Knoxville, v. C., R. I. & P., overhead	1882	420
Fordyce, Harry, Libertyville, v. C., R. I. & P., petition for farm	1888	619
Fuller, H. E., Kalo, v. M. & St. L., petition for farm	1885	563
Glays, J., Libertyville, v. C., Ft. M. & D. M., petition as per contract	1893	237
Graves, R. T., Mason City, v. M. C. & Ft. D., under	1895	136
Hamilton, William R., Washington, v. C., R. I. & P., under bridge	1893	145
Hankoe, August, Wall Lake, v. C. & N.-W., petition for open	1886	499-532
Heavilin, S. R., Gladbrook, v. C. G. W., replacing	1897	122
Helmert, M. F., Mechanicsville, v. C. & N.-W., repairs on	1894	274
Hickman, C. J., Metz, v. C., R. I. & P., petition to restore plank la	1891	760
Hickman, C. J., Metz, v. C., R. I. & P., defective farm	1892	852
Hoover, C. E., Delphos, v. C. B. & Q., under and cattle guard	1889	1004
Hopkins, David, Panora, v. D. M., N. & W., petition for under	1893	225
Humphrey, Sanford, Jefferson county, v. C., R. I. & P., protest against filling crossing under bridge	1893	207
Ives, Julius, Dickens, v. C. M. & St. P., petition for open	1889	1063
Jarvis, Myers, Morning Sun, v. Ia. Cent., cattle guards and fencing	1895	153
Kiel, De Kalb, v. H. & S., petition for farm	1892	831
Korns, Jacob, Hartwick, v. C. & N.-W., under, failure to repair	1891	730
Lemen, J. H., Colfax, v. C., R. I. & P., ordinary, at grade	1895	188
Lewis, J. F., New Hampton, v. C. G. W., petition for open farm	1893	203
Lister, William, Newton, v. C., R. I. & P., petition for open	1889	1003
Lynch, P., New Hampton, v. C., St. P. & K. C., under farm	1888, 701; 1889	578
Madsen, C., et al., Cresco, v. C. M. & St. P., open	1895	302
Martin, J. H., Tripoli, v. C. St. P. & K. C., protest against removing	1890	875
Meyer, Arend, Holland, v. B., C. R. & N., under grade	1897	70
Miller, James T., Bristow, v. Dub. & Dak., impassable condition of	1886	501
Morrison, D., Arthur, v. C. & N.-W., petition to repair under	1891	791
McDonald, Thomas, Bayard, v. C. M. & St. P., overhead farm	1886, 587; 1889	975

PETITIONS FOR COMPLAINTS CONCERNING—Continued—

	YEAR.	PAGE.
McDonald, Thomas, Bayard, v. C. M. & St. P., board's decision discussed.....	1892	29
Supreme court's opinion in.....	1892	292
Norton, B. P., Cresco, v. C. M. & St. P., board's decision discussed.....	1890	916
Overholt, E. S., Wyoming, v. C. & N.-W., petition for under.....	1891	212
Pease, John, Farragut, v. C. B. & Q., petition for reopening farm.....	1893	223
Peek, J. W., Truro, v. D. M. & K. C., open.....	1895	190
Poorbaugh, H., Colfax, v. C. B. & Q., R. I. & P., at grade.....	1890	119
Plato, O., for A. Bartlett, Correctionville, v. Ill. Cent., open crossing.....	1890	180
Pryor, A. M., Leon, v. D. M. & K. C., petition for farm.....	1891	812
Ryan, R. B. J., Leighton, v. C. B. & Q., over.....	1894	245
Scanlon, Thos., Grafton, v. C. M. & St. P., petition for farm.....	1892	815
Schads, Conrad, Glenwood, v. C. B. & Q., petition to leave, under bridge.....	1892	956
Shrimper, Mrs. F., Lion Junction, v. C. M. & St. P., under grade.....	1897	129
Smith, J. H., Ipa, v. C. G. W., petition to open farm crossing as per contract.....	1893	231
Smith, E. C., Crown, v. C. B. & Q., petition for under farm.....	1892	929
Stephens, A. C., Glidden, v. C. & N.-W., petition for open farm.....	1888	738
Swain, J. W., Guthrie county, v. C. M. & St. P., petition for under.....	1893	211
Swisher, J. D. W., Sigourney, v. C. B. & Q., over.....	1895, 115; 1897	17
Tunstall, G. and C., Bingham, v. C. & N.-W., petition for open.....	1893	214
Wakeman, M. A., Otho, v. M. & St. L., taking up plank.....	1896	109
Walleck, S. M., Shambaugh, v. C. B. & Q., petition for open.....	1892	798
Warfel, B. J., Washington, v. C. B. & Q., under, for stock.....	1885	237
Welday, James, Fairfield, v. C. B. & Q., D. M., open.....	1893	141
Warnock, Alexander, Sigourney, v. B. C. R. & N., petition for under.....	1892	807
Warnock, Alexander, case, petition for under.....	1893	18
Warnock, Alexander, Sigourney, v. B. C. R. & N. (test case) in court.....	1893	171
Warnock, Alexander, Sigourney, attorney-general's report concerning.....	1895	xxxviii
Warnock, Alexander, Sigourney, supreme court's opinion or discussion of.....	1896	5
White, Dr. S. S., Oreston, v. C. B. & Q., protest against filling under bridge.....	1893	218
Zurcher, Farmersburg, v. C. M. & St. P., petition for under.....	1891	770

CROSSINGS—HIGHWAY.

At grade, their construction over station grounds discussed.....	1893	16-156
Expense of re-location must be borne by railroad company, opinion by attorney-general.....	1893	1665
Discussion of.....	1896	10
Legislation recommended.....	1895, 60; 1899, 30	44
Jurisdiction of commission in ordering.....	1894	172
Should railway companies grade full width on right of way.....	1895	195
Number in Iowa.....	1893	1

PETITIONS FOR COMPLAINTS CONCERNING—

Adams, R. M., road supervisor, Clarke county, v. C. B. & Q.....	1891	729
Anderson, William M., St. Charles, v. D. M. & K. C., alley.....	1897	23
Arcadia, town of, v. C. & N.-W., opening street.....	1897	38
Bargfriede, Wm. et al., Arcadia, v. C. & N.-W., street crossing.....	1892	847
Binford, J. D., Allen's Grove, v. C. M. & St. P., unsafe condition of.....	1896	555
Boatwright, G. J., Hastis, v. Wabash, petition for reopening of.....	1892	837
Brooks, M. et al., v. C. & N.-W., dangerous.....	1894	344
Bryan, J. C., Bouton, v. C. M. & St. P., petition for.....	1895	950
Burch, A. M., road supervisor, Dixon, v. B. C. R. & N., defective.....	1889	1081
Carpenter, for board of supervisors, Iowa Falls, v. Ill. Cent., petition for.....	1896	68
Center township, Mills county, v. C. B. & Q., dangerous condition of.....	1885	578
Clark, J. S., Davis City, v. C. B. & Q., opening street across right of way.....	1892	822
Coffin, L. S., v. Ill. Cent. and M. & St. L. dangerous at Fort Dodge.....	1893	713
Comstock, J. L. et al., Hardy, v. B. C. R. & N., petition for street crossing.....	1896	132
Cordell, J. L., road supervisor, Boone, v. D. M. & K. C., petition for.....	1893	227
Corsant, Benjamin et al., Bagley, v. C. M. & St. P., petition for.....	1893	209
Corwith, citizens of, v. M. & St. L., petition for.....	1896	602
Crawford, M. A., Glard, v. C. M. & St. L., failure to plank.....	1897	148
Davis, George W., mayor of Hastings, v. C. B. & Q., for flagman at.....	1892	891
Davis, L. B., Bridgewater, v. C. B. & Q., petition for.....	1894	311
Dicker, F. E., Correctionville, v. C. & N.-W., relocation of highway.....	1891	799
Dodd, Andrew, Traer, v. B. C. R. & N.....	1882	525

CROSSINGS—HIGHWAY—Continued

	YEAR.	PAGE.
Elkport, town of, v. C. M. & St. P., failure to plank.....	1897	143
Felton, J. B., supervisor, New Virginia, v. D. M. & K. C., defective.....	1892	790
Ferguson, W. P., county attorney, Page county, Shenandoah, for board of supervisors, v. C. B. & Q., petition for highway crossings.....	1893, 202; 1894	172
Fort Dodge, city of, v. C. B. & Q., R. I. & P. and M. & St. L., overhead, street.....	1892	802
Francis, P. H., Cedar Rapids, inquiry as to duty of railway company as to grade.....	1895	185
Francis, S. G., Blairstadt, v. C. & N.-W., petition for.....	1894	315
French, D. A., road supervisor, Rowan, v. B. C. R. & N., petition for.....	1892	824
Funk, J. H., Iowa Falls, v. Ill. Cent., dangerous and dark street crossing.....	1893	59
Gafford, Joseph, Burlington, v. Citizens of Murray, dangerous obstruction.....	1887	697
Graft, N. H., v. C. & N.-W., dangerous street crossing.....	1896	128
Haviland, D. A., Fort Dodge, v. M. & St. L. and Ill. Cent., dangerous.....	1886	509
Herson, H., Diagonal, v. B. & S., highway.....	1894	251
Hutchinson, attorney for Sioux county supervisors, v. C. & N.-W., under grade.....	1890	71
Hutchinson, attorney for Sioux county, near Maurice.....	1897	59
Independence township, Jasper county, trustees of, v. W. I. & N., unsafe.....	1885	543
Johnson, H., Casey, v. C. B. & Q., petition for.....	1895	165
Joat, F. J., mayor of Remsen, v. Ill. Cent., defective, street.....	1892	649
Keep, Fred A., Rock Rapids, v. C. M. & St. P., dangerous highway.....	1884	596
Kincaid, A. W., Mt. Pleasant, v. St. L., K. & N. W., overhead, defective.....	1889	1085
Lamolle, trustees of, v. C. & N.-W., unfit condition of.....	1896	170
Latham, Fred, Fort Dodge, v. Ill. Cent. et al., obstructing view of.....	1890	847
Laubach, H., Goldfield, v. C. & N.-W., highway.....	1894	254
Louisa county supervisors, v. Iowa Cent. et al., under grade.....	1896	34
Lestina, road supervisors, Froelich, v. C. M. & St. P., overflow of.....	1897	119
Long Creek township, Van Wert, v. H. & S., overhead, too low.....	1897	124
Luther C. D., road supervisor, Marcus, v. Ill. Cent., grading road crossing.....	1893	245
Marshall county, supervisors of, v. C. & N.-W., petition for new highway crossing on relocation of highway.....	1890	1064
Meyers, N. W., Lamolle, v. C. & N.-W., condition of approaches.....	1896	169
McGregor, city of, v. C. M. & St. P., over-crossing on highway.....	1889	1009
McKimpson, L., Thayer, v. C. B. & Q., petition for.....	1897	112
Merritt, George H., Glidden, v. C. & N.-W., refusal to put in.....	1885	569
Michellville v. C. B. & Q., R. I. & P., street across station grounds.....	1894	368
Molsberry, M. M., Clarksville, v. B. C. R. & N., highway crossing.....	1896	129
Moon, C. H., Ackworth, v. C. B. & Q., dangerous approach to.....	1889	1047
Moralee, O., Allison, v. C. St. P. & K. C., petitions for two highways.....	1891	817
Mouw, B. et al., Sioux Center, v. S. C. & N., dangerous.....	1890	110
Murray, citizens of, v. C. B. & Q., obstruction of view at highway.....	1886	565
Nagle, Conrad, supervisor, Odebolt, v. C. & N.-W., defective highway.....	1892	897
Neola, v. C. B. & Q., R. I. & P., and C. M. & St. P., overhead street crossings.....	1892	805
Nicholas, James, road supervisor Hamilton township, Iowa county, v. C. M. & St. P., dangerous crossing near highway, Williamsburg.....	1891	795
Page county, supervisors of, v. C. B. & Q., jurisdiction of commissioners in establishing highway crossings.....	1894	172
Poffinberger, A., Marshall county, v. C. G. W. R'y., highway.....	1895	293
Polk county, citizens of, v. C. St. P. & K. C., protest against dangerous.....	1887	716
Portland township, Algona, v. C. & N.-W., petition for.....	1894	261
Pottawattamie county, citizens of, v. C. M. & St. P., better approaches to.....	1892	796
Pottawattamie county, v. C. & St. L., petition to repair.....	1893	305
Pfundt, F., Iowa county, v. C. M. & St. P., petition for.....	1893, 260; 1904	314
Raymond, J. C., Algona, v. B. C. R. & N., opening of.....	1897	51
Redmond, J. M., Cedar Rapids, v. C. & N.-W., electric signal for.....	1893	137-138
Rogers, F. H., et al., Britt, v. C. M. & St. P., petition for.....	1885	589
Rogers, H. A., Boone, v. C. & N.-W., petition for.....	1887	777
Ruehle, Charles, Ruthven, v. C. B. & Q., R. I. & P., repairs on, drainage, etc.....	1894	959
Russell, John W., et al., Kilduff, v. Central Iowa, petition for.....	1896	561
Ruthven, citizens of, v. C. M. & St. P., over station grounds.....	1886	590
Schooler, Peter, Summeret, v. C. B. & Q., petition for highway crossing.....	1895	225
Stimpson, J. H., Rock Valley, v. C. M. & St. P., petition for.....	1896	32
Steamboat Rock, citizens of, v. Ia. C., street crossing at grade.....	1893	156
Thomas, A. D., Fredericksburg, v. C. G. W., across station grounds.....	1893	156

	YEAR.	PAGE.
CROSSINGS—HIGHWAY—Continued—		
Turner, John, supervisor, Lenox, v. C. B. & Q., petition for	1892	825
Union township, Boone county, trustees of, v. M. & St. L., defective	1896	594
Vincet, Leon, et al., Fort Dodge, v. D. & S. C. (Ill. Cent.), overhead	1893	148
Wells, L., township clerk, Mallard, v. C. R. I. & P., petition for	1892	501
Woodford, S. C., road supervisor, Clay, v. Ia. Cent., petition for	1896	145
Yates, William, Gildeden, v. C. & N.-W., petition for and cattle guard	1894	563
Zenor, W. H., road supervisor, Ontario, v. C. & N.-W., petition for	1894	320
CROSSINGS AT STATION GROUNDS—see Obstruction; also, Crossings, Highway.		
CROSSINGS BLOCKADED BY TRAINS—see Obstructing Streets.		
CROSSING, STREET, BLOCKADED WITH TRAINS—see Obstruction.		
CROSSING STOPS.		
Adel, citizens of, v. D. M. & Ft. D., failure to let passengers off	1893	558
Altoona, citizens of, v. C. R. I. & P., failure to stop at intersection	1894	181
Bennett, L. D., Mason City, v. B. O. R. & N., failure to stop	1893	855
Boyd, J. L., Herndon, v. O. M. & St. P., failure to stop	1894	593
Carr, C. W., et al., Dow City, v. C. & N.-W., failure to stop at Arion	1891	305
Doughty, B. F., and C. W. Carr, Dow City, v. C. & N.-W., failure to stop	1894	530
Dunamore, N., Rockwell, v. Central Iowa, failure to stop	1892	539
Foster, W. J., Clarksville, v. B. O. R. & N. R'y., failure to stop	1894	540
Requirement concerning stopping of trains at	1894	95
CROSSING—RAILROAD.		
Adequate, should be defined by legislative enactment	1892	26
At grade, dangerous	1892	28
At grade, discussed	1893	23
At grade, laws of various states concerning	1887	711
Connection at grade	1894	79
Intersecting	1894	76
Crossing over railroad, what constitutes "an adequate crossing"	1893	23
Requirement concerning stopping of trains at	1894	85
COMPLAINTS CONCERNING.		
C. Ft. M. & D. M. R. R. Co. v. O. B. & Q. and St. L., K. & N.-W., petition for grade	1890	926
C. & N.-W. Ry. Co. v. S. C. & N., protest against grade, at Maurice	1889	1014
C. R. I. & P. Ry. Co. v. C. B. & Q., St. P. & K. C., at grade	1897	735
C. R. I. & P. Ry. Co. v. Ft. M. & D. M., at grade, at Libertyville	1892	743
C. R. I. & P. v. D. L. & D. R. R. Co. in Muscatine county	1888	899
Humeston & Shen, R. R. Co. v. C. St. P. & K. C., at grade	1887	709
Ill. Cent. and Oed. Falls & Minn. v. Waverly Short Line, et al., at grade	1895	575
Lake Manawa Ry. Co. v. C. R. I. & P., et al., at grade in city	1887	739
Law requiring, discussed	1894	85
Mason City & Fort Dodge R. R. Co. v. Crooked Creek Ry. Co., at grade	1887	732
Sutherland and Paullina, citizens of, v. C. & N.-W., et al., at grade	1887	754
Webster City & C. O. R. R. Co. v. M. C. & Ft. D., arbitration	1886	595, 601
GULLEN INVESTIGATION COMMITTEE from United States senate	1885	82
DAMAGES TO PROPERTY when shipped at owner's risk, company not liable when less rate is given in consideration of such release. —see, also, Owner's Risk.		
	1890	878
DAMAGES RESULTING FROM FAILURE TO RECEIVE CARS FOR SHIPMENTS—see Failure to furnish cars.		
DAMAGES FROM FIRE SET BY ENGINE—see, also, Fire set by engine.		
DAMAGES.		
Allee, S. R., Lynnville, v. Iowa Cent., delay in handling poultry	1891	769
Ashburn, J. M., Lamoni, v. C. B. & Q., delay in furnishing car for stock	1889	859
Axman, John, Dedham, v. C. M. & St. P., neglect of stock in transit	1899	1049
Ayers & Co., Des Moines, v. C. R. I. & P., goods broken Interstate	1892	415
Babcock, G. E., Ft. Dodge, v. D. M. & F. D., for right of way	1885, 541	532
Bangs, A. A., Dows, v. C. St. P., M. & O. and C. & N.-W., delay in transit	1891	775
Bazelzy, B., Paullina, v. C. & N.-W., claim for additional right of way	1887	702
Beach, A. B., Pattersonville, v. C. M. & St. P., delay of agricultural implements	1881	598
Beck, M., Marcus, v. Ill. Cent., butter, lack of refrigerator car	1893	320
Beeson, R. R., Pattersonville, v. B. O. R. & N., et al., delay of live stock	1893	723
Benedict, George, Maxwell, v. O. M. & St. P., to goods in transit	1882	653

	YEAR.	PAGE.
DAMAGES—Continued.		
Block, M., Des Moines, v. C. & N.-W., delay in forwarding sample trunk	1892	853
Bond, N. J., Council Bluffs, v. Wabash, failure to furnish cars	1892	451
Bousquet, H. F., Pella, v. C. R. I. & P., to goods in transit	1892	335
Brodsky, L., Plover, v. C. B. I. & P., to hay in transit on account of delay	1890	1080
Brown, G. H., Pilot Mound, v. M. & St. L., failure to fence	1894	499
Brown, H. C., Dumont, v. C. G. W., live stock killed in transit, claim for	1893	207
Brown, W. R., Wallingford, v. O. M. & St. P. Ry., delay of live stock	1883	697
Bulla & Hammer, Macedonia, v. C. M. & St. P., delay in delivery	1883	630
Buts Bros. & Co., Des Moines, v. G. B. & Q., delay of fruit in transit	1890	491
Campbell, Daniel, Biencoe, v. S. C. & P. and C. & N.-W., owner's risk	1882	465
Cassady & Whitney, Whiting, v. G. & N.-W., death of hogs in transit	1887	785
Childs, H. A., Lenox, v. C. B. & Q., to goods in transit	1887	702
Chaplin, W. E., Des Moines, v. C. R. I. & P., carried past station	1887	759
Chantland, Thomas, Badger, v. C. R. I. & P., delay of live stock	1885	531
Clark, Rev. S. F., Nassau, v. B. C. H. & N., ejection from train	1887	696
Currier, J. P., Melrose, v. C. B. & Q., delay of grain in transit	1893	587
Cutler & Lindon, Rockford, v. B. C. H. & N., delay in transit	1883	665
Doyle, Charles T., Panora, v. G. & N.-W., delay of household goods	1893	638
Duffus & Corrough, Malcom, v. C. R. I. & P., goods broken in transit	1891	739
Earle, W. C., Waukon, v. C. M. & St. P., delay in handling live stock	1883	719
Eaton, M. W., Waukon, v. C. M. & St. P., delay of live stock in transit	1886	555
Eaton, M. W., Waukon, v. C. M. & St. P., to live stock in transit	1887	741
Flanders, M. D., Hamilton, v. C. B. & Q., breakage of machinery in transit	1889	1044
Glover, H. B. & Co., Dubuque, v. B. C. H. & N., delay in shipping goods	1883	602
Goodwin, Mrs. P., Traer, v. C. R. I. & P., delay and detention of baggage	1883	645
Hall, James, Milo, v. C. B. & Q., burning of hedge by section men	1833	653
Hanger, J. et al., Sac City, v. C. & N.-W., changing grade of side track	1890	923
Hanna, J. Q., Goldfeld, v. C. & N.-W., violation of right of way contract	1892	421
Harris, H. W., Perry, v. D. M. & Ft. D., stock killed on highway crossing	1884	694
Haskins, A. N., Esterville, v. B. O. R. & N., fire from locomotive	1883	541
Helzer, M. & Son, Waukon, v. C. M. & St. P., damage to goods in transit	1892	832
Hexter, David, Waukon, v. C. M. & St. P., perishable freight	1892	857
Hoeck, O. H., Marshalltown, v. Wabash Ry. Co., private claim	1889	1082
Hofer, L., Kearney, Neb., v. C. R. I. & P. and U. P.	1833	731
Hoffman, M. P., Redding, v. C. B. & Q., live stock died in transit	1884	504
Hornaday, O. A., Unionville, v. C. R. I. & P., failure to deliver freight	1882	481
Hughey & Son, Wirt, v. H. & S. R. R. Co., lack of refrigerator car	1884	567
Hull, J. B., Ft. Dodge, v. G. & N.-W., negligence and damage	1881	137
Humphrey, J. M., Lovilla, v. W. St. L. & P., to live stock at highway	1887	697
Huttox & Durette, Randolph, v. C. B. & Q., to stock in transit	1882	421
Jesmer & Day, Clark, v. C. M. & St. P., delay in forwarding merchandise	1884	584
Johnson, S. E., Richland, v. Central Iowa and C. R. I. & P., to eggs	1884	543
Johnston, W. F., Toledo, v. B. O. R. & N., delay and decline in price	1895	854
Leech, J. F., Mt. Pleasant, concerning contract of release from liability from damage by fire	1897	155
Kline, Bennett, Manson, v. Ill. Cent., to coal thrown from car	1896	144
Majors, C. V., with Omaha Rubber Co., v. C. B. & Q., delay of baggage	1931	787
Maple, E. R., Clarinda, v. C. B. & Q., from fire by lightning	1890	560
Marshall & Son, Chariton, v. C. B. & Q., to butter, delay in transit	1893	457
Matthews, Wm. K., Sully, v. Central Iowa, right of way damages	1887	703
McCoskey, J. K., Onawa, v. S. C. & P., to stove pipe from water	1884	599
McCracken, C. S., Rock Valley, v. Adams Ex. Co., to books in transit	1892	853
McNaughton, M. N., Villisca, v. C. B. & Q., stock drowned by back water	1887	798
Meade, S. K., Rockwell City, v. C. & N.-W., erroneous delivery of goods	1892	863
Melrose, N. M., Goldfeld, v. C. & N.-W., failure to deliver at station	1884	560
Molling, Frank, Milwaukee, v. B. O. R. & N., to goods in transit	1896	84
Miley, Ell, Benton, v. C. G. W., injury to stock in transit	1893	233
Nickson, John, Wacousta, v. G. & N.-W., to stock in transit	1893	574
Raff, Peter, Maxwell, v. C. M. & St. P., to goods in transit	1883	580
Reid, Charles, Westington, Dak., v. B. O. R. & N., for personal injury	1883	579
Riche, W. S., Muscatine, v. B. O. R. & N., delay of melons in transit	1882	415
Richie, W. S., Muscatine, v. B. O. R. & N., erroneous delivery of oats	1884	507

DAMAGES—Continued—	YEAR.	PAGE.
Robinson, Wm., Fort Dodge, v. Ill. Cent., damages to potatoes in transit.....	1889	1069
Royce, L., Malcom, v. C. R. I. & P., damages to machinery in transit.....	1888	825
Runyon, A. G., Webster City, v. B. C. R. & N., expiration of excursion ticket.....	1885	505
Shanks & Coates, West Mitchell, v. C. B. & Q. et al., to perishable goods.....	1883	350
Shanks & Coates, West Mitchell, v. Central Iowa, to goods in transit, refusal of carriers to comply with board's decision.....	1884	530
Shepard Bros., Fruitland, v. C. R. I. & P., delay in forwarding melons.....	1889	1031
Sibley & Co., State Center, v. C. & N.-W., to eggs frozen in transit.....	1889	1030
Smith, C. W., Belmont, v. M. C. & P. D., snow drifting in car of oats.....	1888	672
Snow, E., Grinnell, v. C. R. I. & P., to goods in transit.....	1884	511
Stevens, Charles, Donnellson, v. C. R. I. & P. and C. B. & Q., potatoes frozen.....	1892	831
Sylvester & Topliff, Davis City, v. C. B. & Q., goods lost and broken.....	1892	831
Tucker & Sims, Bussey, v. C. B. & Q., to goods in transit.....	1890	126
Vorse, Frank W., Des Moines, v. Wabash, St. L. & P., goods lost.....	1883	692
Walton, Charles, Paton, v. C. R. I. & P., to merchandise in transit.....	1888	714
Walton, Charles, Paton, v. C. R. I. & P., for injury to goods in transit.....	1890	874
Wasson, J. A., Boscoe, Kan., v. C. M. & St. P., on account delay in transit.....	1883	656
Way & Pickard, Cedar Falls, v. B. C. R. & N., from failure to furnish cars.....	1883	559
Willbur & Cook, Mt. Airy, v. H. & S., erroneous billing, shipment misssent.....	1889	1037
Williams, V. J. & Co., Dubuque, v. C. & N.-W., to goods in transit.....	1888	628
Wilson, J. F., Jolley, v. D. M. N. & W., fire set by section men.....	1897	150
Windell, W. S., Castalia, v. C. M. & St. P., carried past station.....	1892	862
Withington, H. H., Toledo, v. B. C. R. & N. and C. & N.-W., to live stock.....	1882	541
Woodman, A. J., Russell, v. C. B. & Q., to sheet iron by water.....	1884	568
Woren, H. A., B. Iknop, v. C. R. I. & P., in handling butter.....	1884	586
DANGEROUS CROSSINGS, ELECTRIC SIGNALS AT—see <i>Electric Signals</i> .		
DANGEROUS LOCATION OF DEPOTS—see <i>Obstruction to View of Highway Crossing</i> .		
DAYENPORT, SHIPPERS OF; COMPLAINT OF ON RATES—see <i>Rates</i> .		
DECREASE OF RATES—see <i>Rates</i> .		
DEFINITION OF SWITCH—see <i>Switch</i> .		
DELAY IN TRANSIT—see, also, <i>Damages</i> .		
DELAY—		
Bianch, John S., Nugent, v. Ill. Cent., in delivering goods.....	1886	522
Brotsky, L., Plover, v. C. R. I. & P., damage to hay on account of delay.....	1889	1080
Butz Bros. & Co., Des Moines, v. C. B. & Q., delay in fruit shipments.....	1885	491
Cameron, W. W., Mason City, v. Central Iowa et al., damage to live stock.....	1888	734
Campbell & Mehlman, Massena, v. C. B. & Q., in handling loaded cars.....	1889	1015
Casey & Dolan, Griswold, v. C. B. & Q., in shipment of live stock.....	1887	782
Coad, N. G. O., Hull, v. C. M. & St. P., in oil shipments.....	1890	114
Evans, A. & Co., Onawa, v. K. C. St. J. & C. B., household goods.....	1886	483
Gillette, A. H., Fort Madison, v. C. & N.-W. et al., of household goods.....	1889	1043
Great Western Fuel Co., Gilmore, v. C. & N.-W., on shipment of coal.....	1887	691
Hancock, John T. & Sons, Dubuque, v. B. C. B. & N., of merchandise in transit.....	1880	109
Hancock, John T., Dubuque, v. B. C. R. & N., delay in transit.....	1884	521
Judge, J. T., Carroll, v. C. M. & St. P., of tent in transit.....	1880	150
Kelley, J. W. & son, Osceola, v. C. B. & Q., in handling coal.....	1885	513
Kiron & McKay, Waucoma, v. C. St. P. & K. C. and C. M. & St. P., flour.....	1892	855
McConnell, S. R. & L. C., Burlington, v. C. R. I. & P., delay transporting and delivering goods.....	1892	851
McDonald, T. B., Lovilla, v. Wabash Western, in delivery of goods.....	1888	710
Moody, H. H., Greeley, v. C. M. & St. P., on account of strike.....	1888	707
O'Neal, Felix & Co., Aurelia, v. Ill. Cent., in transit.....	1884	578
Toft, K., Estherville, v. C. & N.-W., damage to live stock on account of.....	1888	760
Tube Hose Ure.inery, Corning, v. C. B. & Q., of butter in transit.....	1888	736
Sanford, W. H., Amber, v. C. M. & St. P., in handling merchandise.....	1892	798
Shepard Bros., Fruitland, v. C. R. I. & P., in transporting melons.....	1889	1031
Spies & Son, Graettlaxer, v. B. C. R. & N., declining stock market.....	1892	865
Witmer, F. R. & Son, Mingo, v. C. St. P. & K. C., in handling goods.....	1892	849
DELIVERY, WHAT CONSTITUTES.....	1885	555

DEMURRAGE.	YEAR.	PAGE.
Butler, William, Clarinda, v. Wabash, loading cars from wagons.....	1893	711
Bebbington, George, Council Bluffs, v. ———, time allowed for loading.....	1892	843
Campbell & Mehlman, Massena, v. C. B. & Q., delay in forwarding freight.....	1889	1017
Cars loaded from wagon, same rates as when loaded for elevators.....	1884	826
Discussion of.....	1888	678
Hoffman, A. G., Plato, v. B. C. R. & N., reciprocity in demurrage charges.....	1893	823
Kline, Bennett, Manson, v. Illinois Central, time for unloading cars.....	1890	144
Lefferts, C. S., Council Bluffs, inquiry concerning.....	1895	228
Montzheim, O. H., Pringhar, v. Illinois Central, inquiries concerning.....	1893	834
Red Oak, trustees of, v. C. B. & Q., time for loading and unloading cars.....	1882	554
Rothchild, D., & Co., Davenport, v. C. & N.-W., on cars detained.....	1887	783
Tasker, K. S., Onslow, v. C. & N.-W., on erroneous weight.....	1895	182
DEPOT GROUNDS, ADDITIONAL LANDS FOR—Power of company to condemn.....	1884	86
DEPOT GROUNDS, CONDEMNING LANDS FOR—see <i>Condemnation Proceedings</i> .		
DEPOTS, ETC., DANGEROUS LOCATION OF—see <i>Stations</i> , also <i>Obstruction to View of Highway Crossing</i> .		
DEPOTS, UNION—see <i>Union Depots</i> .		
DETENTION—see <i>Damages</i> .		
DEY, PETER A., commissioner, paper on reasonable rates.....	1893	403
Dis dissenting opinion of, in Iowa rate case.....	1891	229
Paper on pooling.....	1894	863
DIRECT ROUTE, most, shipper entitled to rates based on.....	1892	841
DISCRIMINATION.		
In rates—see <i>Rates</i> .		
In furnishing cars—see <i>Failure to Furnish Cars</i> .		
In granting sites—see <i>Sites</i> .		
In granting monopoly of shipping facilities against public policy—see <i>Monopoly</i> .		
In inspection of butter and egg shipments.....	1893	284
Against towns in rates.....	1885	44
Laws against, obeyed in letter, violated in spirit.....	1878	16
In use of private cars.....	1891	30
Just and unjust—see, also, <i>Just Discrimination</i>	1880, 179; 1884	75
Law prohibiting.....	1888	31
In passenger rates.....	1891	759
Discussion of, by L. S. Coffin.....	1883	86
COMPLAINTS CONCERNING		
Adair, Silas, Co'fax, v. C. R. I. & P., in refusing to stamp excursion tickets.....	1885	571
Ames, M. Y., Marcus, v. Illinois Central, in size of cars furnished.....	1886	518
Anderson, T., Rockford, Ill., v. C. M. & St. P., jewelry sample trunks.....	1885	541
Arnold, J. M., Davis City, v. C. B. & Q., in rates on posts.....	1888	731
Atkins & Sons, Osceola, v. C. B. & Q., in furnishing cars.....	1881	127
Baker Bros., Ottumwa, v. C. R. I. & P., special rates on butter and eggs.....	1889	74
Baker Wire Co., Des Moines, v. Various Railways, in carload rates.....	1887	714
Ball & Minert, Bristow, v. Dubuque & Dakota, in live stock rates.....	1885	511
Barrett, J. E., & Son, Mt. Vernon, v. C. & N.-W., in rates on flour.....	1886	482
Beeman, G. D., Waukon, v. C. M. & St. P., interstate in rates.....	1897	96
Bellamy & Sons, Knoxville, v. Various Railway Lines, in rates.....	1882	493
Bingham Alliance v. Wabash, against shippers who load from wagons.....	1884	525
Blow, M., Estherville, v. B. C. R. & N., refusal to lease site for coal shed.....	1886	497
Board of Trade and Henry Coker, Council Bluffs, v. C. R. I. & P., coal.....	1888	834
Hogart, George, Shenandoah, v. C. R. I. & P., in honoring round trip tickets.....	1890	939
Rechtbill & Byers, Berlin, v. C. St. P. & K. C., cars for certain markets.....	1890	933
Burlington, shippers of, v. B. C. R. & N., in local Iowa rates.....	1890	869
Bussard, J., & Co., Imogene, v. Wabash, St. L. & P., in coal rates.....	1884	497
Butler, William, Clarinda, v. Wabash, on grain when loaded from wagons.....	1883	711
Byram, M. W., Fremont, v. Iowa Cent., in sale of round trip tickets.....	1891	737
Campbell, F. R., Bismark, v. C. M. & St. P., in sale of excursion tickets.....	1892	849
Clark & Shute, Geneva, Iowa Cent., in coal rates, schedule fixed.....	1890	58
Coal Exchange, Boone, v. C. & N.-W., in coal rates.....	1884	559
Coal Exchange, Boone, v. C. & N.-W., in rates on coal and overcharge.....	1884	559
Council Bluffs Board of Trade v. K. C. St. J. & C. B. and Pullman Palace Car Co., in sleeping car accommodations.....	1888	708

DISCRIMINATION—Continued—	YEAR.	PAGE.
Council Bluffs, citizens of, v. Union Pacific, against Council Bluffs	1888	530
Council Bluffs Board of Trade v. various lines, in inspection service	1889	977
Crystal Mill Co., Council Bluffs, v. pool lines, in classifying flour	1883	703
Crystal Mill Co., Council Bluffs, in flour rates	1888	735
Crystal Mill & Grain Co., Council Bluffs, v. C., R. I. & P. et al., in coal rates	1896	165
Davenport, shippers of, v. B. C. R. & N. and C., H. I. & P., against local and in favor of interstate shipments, in withdrawing and refusing joint tariffs on local business while permitting same on interstate business; in delaying local shipments by compelling rebilling at West Liberty, and forwarding interstate shipments in special car attached to passenger train	1889 1023-1087	
Diamond Jo line of steamers, v. C., R. & Q., in prepayment of charges	1889 1074, 1077	
Donabus, Robert, Burlington, v. Cent. Iowa, prepayment of freight	1884	550
Dunwoode, Jos., Cylinder, v. C., M. & St. P., in refusing to stop trains	1891	739
Dusey, H. et al., Creston, v. C., B. & Q. R. Co., refusal to carry mechanic's tool box as baggage	1885	513
Earle, W. C., Waukon, v. C., M. & St. P. and B., C. R. & N., stock rates	1886	908
Fonda Implement Co. v. D. M. N. & W., in short haul rates	1896	137
Fowler Company, The, Waterloo, v. Ill. Cent., in rates on apples	1886	484
Frazer & Balou, Pringbar, v. D. & S. C. (Ill. Cent.) in furnishing cars	1893	949
Fritz & Douglas, Waverly, v. Ill. Cent. et al., in not applying commissioners' schedule of rates	1889	1062
Gally, W. B., Zearing, v. Cent. Iowa, cars loaded from wagons	1885	573
Gray, M. J., Ledyard, v. C. & N.-W., in shipment of hay	1885	168
Green, J. A. et al., Stone City, v. C., M. & St. P., in requiring shippers to protect cars for stone shipments at private expense	1892	890
Hackmen of Sioux City v. all railways, in omnibus privileges	1890	881
Hale, George H., Washington, v. C., R. I. & P., in grain rates	1887	726
Hartleek, W. B., Winthrop, v. Ill. Cent., in rates on live stock	1889	1056
Hanner, J. R. A., Delmar, v. C., M. & St. P., in passenger fares	1896	112
Harmon, A. B., Havelock, v. C. & N.-W., in rates	1888	746
Hayes, Michael, Washington, v. C., K. I. & P., in distribution of cars	1882	689
Hill, John N., Fort Dodge, v. M. & St. L., in freight rates	1862	557
Hise Bros., Washington, v. C., H. I. & P., refrigerator cars	1885	568
Hodges, N. W., Storm Lake, v. Ill. Cent., in side-track privileges and site	1899	887
Hummer Co., George, Iowa City, v. B. C. R. & N., in classification	1889	153
Huntington, William, Calamus, v. C. & N.-W., in coal rates	1883	698
Independence Mill Co. v. Ill. Cent. and C., M. & St. P., on wheat and flour	1883 413, 444	
Iowa Flour & Oil Co., Des Moines, v. C., R. I. & P., in flour rates	1888	694
Iowa State Jobbers & Mfrs. Assn., v. Iowa trunk lines, in rates	1885	535
Irwin, Phillips & Co., Keokuk, v. D. M. & St. D., in merchandise rates	1889	71
Jamesson, G. C., Clarion, v. M. C. & St. D., in rates on grain, coal, etc.	1888	713
Jansen, Anten, Davenport, v. C., M. & St. P., in furnishing shipping facilities	1888	825
Jerome, F. H., Villisca, v. C., B. & Q., in corn rates	1882	445
Johnson, J., Huxley v. C., M. & St. P., in corn rates	1887	691
Kanau, Sprunkle, Imogene, v. Wabash, in corn rates	1881	704
Keeler, A., Imogene, v. C. B. & St. L., in rates on posts	1886	882
Keokuk & D. M. Ry. Cor'p. v. D. M. & St. D. R. Co., in forwarding cars	1873	5
Knowles, W. F., James, v. C., St. P., M. & O., in sale of tickets	1893	198
Larrabee, Gov. William, v. C., B. & Q., in coal rates	1887 624, 670	
Leese & Long, Crawfordville, v. B. & N.-W., rates on lumber	1881	123
Lighthall, B., Alden, v. Ill. Cent., in rates	1882	564
Long, G. L., Manson, v. C., R. I. & P., in grain rates to Chicago	1879	1093
Malden, T. E. et al., Manson, v. Ill. Cent. R. R. Co., in lumber rates	1883	611
McCalsburg, citizens of, v. Cent. Iowa, in elevator privileges	1885	574
McNutt, H. S., Algona, v. C., M. & St. P., in furnishing cars	1891	826
Merrill & Co., Ottumwa, v. Cent. Iowa, in rates	1881	124
Merrill, J. H., & Co., Ottumwa, v. K. & W., in freight charges	1888	789
Merrill & Keeney, Des Moines, v. C. & N.-W., in carload rates	1883	673
Dissenting opinion by Commissioner Anderson	1883	688
Mooney & Jones, St. Anthony, v. Cent. Iowa, in coal rates	1884	510
Nye, J. P., Essex, v. C., B. & Q. R. Co., in corn rates	1883	724
Nonpareil Printing Co. v. Various Lines, in newspaper privileges	1892	807

DISCRIMINATION—Continued—	YEAR.	PAGE.
Parker, S. F., Eastville, v. C. & N.-W., in rates—minimum charge	1882	457
Pritchard & Skewis, Inwood, v. C. M. & St. P., in lumber rates	1888	704
Rand Lumber Co., Burlington, v. C., B. & Q., in rates	1882	550
Red Oak, township trustees of, et al., v. C., B. & Q., in rates and rebates	1882	554
Red Oak, township trustees of, et al., v. C., B. & Q., against small shippers	1882	554
Riley, W. H., Crawfordville, v. B. & N.-W., in rates on lumber	1880	147
Roberts, C. L., Grinnell, v. C., R. I. & P., in side track facilities	1889	1027
Rosa, Albert, Waukon, v. C., M. & St. P., in corn rates to Chicago	1882	484
Saucer, W. H., Ackley, v. Ill. Cent., in rates on marble	1883	689
Schell, F. J., Breda, v. C. & N.-W., in furnishing cars	1891	828
Shaver & Dows, Cedar Rapids, v. Joint Western Classification, cracker's	1883	639
Shepherd & Carpenter, Iowa City, v. C., R. I. & P. and B., C. R. & N., in rates to non-competing points	1881	637
Smith & Boynton, Spencer, v. C., M. & St. P., in coal rates	1885	524
Smith Bros., Waterloo, v. B. C. R. & N., in hard coal rates	1883	676
Smith, J. N., Fairfield, v. C., B. & Q., in size of cars, etc	1883	647
Spencer Bros., Randolph, v. C., B. & Q., in rates and overcharge	1882	540
State of Iowa, by Gov. Larrabee, in coal rates	1887 624, 670	
Steer, William M., West Branch, v. B., C. R. & N., on coal and mileage ticket	1884	557
Stevenson, C. E., Rockwell City, v. D. M. N. & W., in passenger fares	1893	153
Sullivan, J. W., et al., Algona, v. C. & N.-W., in sale of excursion tickets	1892	947
Taylor, J. C., Des Moines, v. C., H. & Q., in freight rates	1885	541
Toledo, Peoria & Warsaw Ry., v. B., C. R. & N., in bridge privileges	1878	38
Tomlinson, R. B. & Co., Cedar Rapids, v. Ill. Cent., 1,000-mile tickets	1882	439
Vincent, T. F., Union Stock Yards, Des Moines, v. C., R. I. & P., in switching charges, etc	1896	105
Way & Packard, Cedar Falls, v. B., C. R. & N., in allowing damages	1883	899
Wells, W. W., Webster City, v. W. C. & S. W., in coal rates and site	1880	1045
Westphal, Hinds & Co., Dubuque, v. B., C. R. & N., in classification	1881	185
White & Kline, M'riden, v. Ill. Cent., in furnishing cars	1896	148
Williams, E. D., Given, v. Cent. Iowa, in distribution of cars	1881	120
Williams, George T., Ida Grove, v. C. & N.-W., in rates	1884	551
Wilson, John L., West Liberty, v. C., R. I. & P., rebates	1885	504
Winkler, J. W., Woodward, v. C., M. & S. P., grain and live stock	1883	705
York, Joseph, Zenosville, v. C. & N.-W., in coal rates	1888	669
DISTRIBUTION OF CARS.		
Equitable rule for in time of scarcity	1888, 719; 1889, 906	1892 827
Consolidation Coal Co. v. Cent. Iowa		1878 33
Howard & Son, Oskaloosa, v. Cent. Iowa, discrimination in		1881 130
Johnson, T. N., Reasoner, v. C., R. I. & P., discrimination in		1881 131
Mott, E. H., Ogden, v. C. & N.-W., discrimination in		1861 141
Storker, J. W., Logan, v. C. & N.-W., discrimination in		1881 127
DIVERSION OF BUSINESS—see, also, Freight.		
Clow, W. D., Traer, v. B., C. R. & N., of freight		1883 581
Noraa, citizens of, v. M. & St. L., building side track		1887 685
Reed, W. H., Vinton, v. B., C. R. & N., of grain		1886 491
DIVISION OF RATES TO SHORT LINES—see Percentages and Short Lines.		
DIVISION AND PERCENTAGES IN POOLS—see Pooling.		
DODGE, GEA. G. M., "Railroad Situation in the West"	1888	39
DRAINAGE—see, also, Obstruction and Overflow.		
Duty of railway company in relation thereto		1884 85
In relation to railroad crossings		1887 735
DUBUQUE & DAKOTA RAILROAD, history of		1879 108
DUBUQUE SHIPPERS OF, COMPLAINT ON RATES—see Rates.		
DYNAMITE, EXPLOSION OF, AT COUNCIL BLUFFS—see Explosion.		
EARNINGS.		
Average per mile under Granger tariff	1878	62
Of branch lines	1889	1005
Of fictitious capital and miles of road built therefrom, table of	1891	36, 37
Discussed in letter of W. G. Purdy, vice-president of C., R. I. & P. Ry. Co.	1889	8
In excess of 6 per cent on \$30,000 per mile, 1874 to 1888	1891	36, 37
Increase over previous year	1880	160

EARNINGS—Continued—

	YEAR.	PAGE.
Increase of under commissioners' rates—see Rates.		
In Iowa, difficulty of obtaining satisfactory information concerning.....	1889	7
In Iowa, 1887-1891, compared.....	1891	16
per mile greater than in Nebraska.....	1894	186
comparative table in Iowa, 1887 to 1891, inclusive.....	1894	214
decrease of state and Interstate in 1891, compared with 1890.....	1894	215
decrease not chargeable to effect of Iowa schedule.....	1894	216
decrease of an account of crop failure and business depression.....	1895	1v
Losses in, from low rates at competitive points must be made up at non-competiting stations.....	1892	48
Under commissioners' rates.....	1891	13
EFFECT OF COMMISSIONERS' RATES ON IOWA ROADS—see Rates, Freight.		
EJECTION FROM TRAIN.		
Clark, Rev. S. F., Nassau, v. B. C. R. & N., wrongful.....	1887	895
Ovren, Olof, Sioux Rapids, v. C. & N.-W., failure to purchase ticket.....	1891	780
Potter, John, Lynnville, v. C., R. I. & P., wrongful.....	1890	899
ELECTRICITY.		
Possibility of electricity superseding steam as motive power.....	1891	35
Signal, electric, at dangerous crossing.....	1892, 806; 1893	136
ELEVATION OF RAILROADS—see Topographical Discussion.		
ELEVATOR.		
Right of company to order removal of when obstructing view of crossing.....	1886	566
ELEVATOR SITES—see Sites.		
ELEVATOR, FORCED REMOVAL OF—see Site.		
EMINENT DOMAIN, POWER OF, IN CONDEMNING DEPOT GROUNDS—see Condemnation Proceedings.		
EMPLOYEES.		
Decrease in number of, account of crop failure.....	1895	1v
Hours of service of, should be limited by statute.....	1891	18
Number of.....	1879	50, 131
Number and compensation of, decrease in 1891 compared with 1890.....	1894	215, 216
not chargeable to effect of Iowa schedule.....	1894	216
Reduction of number lo, discussed.....	1891	17
EMPLOYEES AND SALARIES IN IOWA, comparative table of, 1882-1893.....	1893, 9; 1894	216
In Iowa.....	1892	13, 14
ENGINEERS, INCOMPETENT.		
Oreston, citizens of, v. C., B. & Q., employed on account of strike.....	1887	787
ENGINEERS' STRIKE—see Strikes.		
ENGLISH commissioner system.....	1878	57
EQUALIZED RATES—see Rates.		
EQUIPMENT.		
Carriers must anticipate and provide sufficient for ordinary business, but not for unexpected or extraordinary demands.....	1892	761
What constitutes adequate.....	1891	833
COST OF—see Cost.		
REFUSAL OF COMPANY TO SEND OFF ITS OWN LINE—see Refusal to Receive and Forward Freight; also, Failure to Furnish Cars.		
ERRORS BY AGENTS IN QUOTING RATES; LIABILITY OF CARRIERS FOR—see Liability.		
ESTABLISHMENT OF STATIONS—see Stations.		
EXCESS BAGGAGE CHARGES—see Baggage Charges.		
EXCESS PASSENGER FARE—see Passenger Fare.		
EXCESS CAPITALIZATION—see Capitalization and Watered Stock.		
EXCESSIVE EXPRESS CHARGES—see Express Charges.		
EXCESSIVE RATES—see Rates.		
EXCESSIVE HOURS FOR TRAIN MEN.		
Ogilvie, C. G., Muscatine, v. C., R. I. & P.....	1897	79
EXCLUSIVE USE OF STATION GROUNDS, must not be granted to one person.....	1890	853-855
EXCURSION RATES—see Rates.		
EXCURSION TICKETS.		
Adair, Elias, Colfax, v. C., R. I. & P., refusal to stamp excursion tickets.....	1885	571
Von Rolf, Th., West Union, v. B. C. R. & N., failure to honor.....	1895	300
Rights of holders of, after limitation has expired.....	1885	565

EXPENSES.

	YEAR.	PAGE.
Reduction of, recommended.....	1890	10
Decrease in, 1894 compared with 1891.....	1894	215
not chargeable to effect of Iowa schedule.....	1894	216
EXPENSES OF COMMISSION.		
Special fund should be set apart for this purpose.....	1879	8
EXPLOSION—of dynamite in Council Bluffs.....	1881	69
EXPLOSIVES, DANGEROUS.		
Bouquet, H. T., Pella, v. C. R. I. & P., refusal of company to carry.....	1894	264
EXPRESS COMPANIES.		
Law concerning express rates.....	1890, 5; 1897	5
Live stock contracts of.....	1897	5
EXPRESS CHARGES.		
Fremman, F. M., Davis City, v. American Express Co., overcharge, dogs.....	1892	854
Furry, A. R., Alden, v. Adams Express Co., rates based on shortest route.....	1892	841
Joseph, J. M., Oreston, v. American Express Co., excessive on pig.....	1890	801
Joseph, J. M., Oreston, v. American Express Co., request for reopening case.....	1891	802
Knowles, W. F., James, v. American Express Co., excessive.....	1891	771
McCracken, Rev. C. S., Rock Valley, v. Adams Express Co., damage to books.....	1892	853
EXTRA BAGGAGE CHARGES—see Baggage.		
Extra charge for special train to carry freight.....	1887	782
EXTRA FARE FOR FAILURE TO PURCHASE TICKET—see Passenger Fare.		
FACILITIES FOR DOING BUSINESS AT STATIONS—see, also, Stations.....	1895	xxix
FACILITIES INCREASED—on railroads for handling business.....	1891	25
FAILURE TO FURNISH CARS.		
Achors, C. E., Sutherland, v. C. & N.-W., for certain market.....	1891	806
Achors, C. E., Sutherland, v. C. & N.-W., failure to forward foreign cars.....	1896	73
Advance Alliance No. 415, Kirkman, v. C. & N.-W., for shipment of coal.....	1890	943
Ashburn, J. M., Lamoni, v. C. B. & Q., damage for delay in furnishing.....	1889	890
Bacon, W., Greenfield, v. C. B. & Q., for hay shipments.....	1887	807
Baker, J. O., Emmetsburg, v. C., M. & St. P. railway, for coal.....	1881	145
Band, N. J., Council Bluffs, v. Wabash, for corn.....	1882	451
Bennett, J. E. O., Britt, v. M. & St. L., for general shipments.....	1887	805
Benson, Geo., et al., Muscatine, v. C. R. I. & P., for veg. tables.....	1887	738
Bergman, H., McGregor, v. C., M. & St. P., for shipments of ice.....	1890	833
Brenzeale, J. A., Centerville, v. Wabash, for shipments of coal.....	1883	868
Brosky, L., Flover, v. C., R. I. & P., for hay shipments.....	1887	808
Brown, G. H., & Co., Armstrong, v. B. C. R. & N., for hay.....	1895	179
Brown, M., & Son, Whittemore, v. C., M. & St. P., for shipment of hay.....	1887	791
Bruning & Son, Breda, v. C. & N.-W., for shipment of potatoes.....	1892	845
Bruning & Son, Breda, v. C. & N.-W., for grain shipments.....	1892	840
Butler, Geo. I. & Co., Knoxville, v. C., B. & Q., for coal.....	1890	141
Butler, W. E., et al., Galva, v. C. & N.-W., for shipments of grain.....	1887	798
Butts, F. M., Wesley, v. B. C. R. & N., for coal.....	1887	806
Canavan, John, Paton, v. C. R. I. & P., for shipping corn.....	1889	996
Carpenter, D. J., Beloit, v. C., M. & St. P., for grain shipments, 1891, 812; 1892, 896;.....	1893	201
.....	1895	212
Cathcart Bros., et al., Kingsley, v. C. & N.-W., for grain shipments.....	1887	795
Cathcart Bros., Kingsley, v. C. & N.-W., at non-competitive points.....	1888	739
Chapman, H. G., Sioux City, v. C., M. & St. P., for baled hay.....	1892	759
Chubb, William, What Cheer, v. B. C. R. & N., for coal.....	1880	135
for general discussion of—see also Coal Problem.....	1880	371
Corcoran, P., Postville, v. C., M. & St. P., damages on account of.....	1888	727
Corey, George W., et al., v. Crooked Creek Railroad company, for coal.....	1891	838
Corey Coal Co., Lehigh, v. M. C. & Ft. D., for shipment of coal.....	1892	830
Corey Coal Co., Lehigh, v. M. C. & Ft. D. and Ill. Cent., for coal shipments.....	1893	262
Corey Coal Co., Lehigh, v. Ill. Cent., for coal.....	1896	74
Corkhill, T. E., Jr., Minnura, v. C. R. I. & P., damages from delay.....	1888	721
Crylic, Robert, Glidden, v. O. & N.-W., for loading stock.....	1888	888
Davenport Syrup Refining Co., Adair, v. U. R. I. & P., for grain.....	1895	219
Des Moines Linsseed Oil Works v. B. C. R. & N., for fax seed.....	1894	357
Duke, W. H., Centerville, v. C., R. I. & P., for coal.....	1890	5

FAILURE TO FURNISH CARS—Continued—

	YEAR	PAGE.
Douahoe, E. A., Havelock, v. C. & N.-W., for hay shipments	1887	793
Edmonds, E. J., Marcus, v. Ill. Cent., for grain shipments	1886, 141;	1507
Elgin Canning Co., Elgin, v. B., C. R. & N. et al. for shipments to St. Paul	1892	729
Farmers Alliance, Coon Rapids, v. C. M. & St. P., for shipments of coal	1892	845
Fockler, P. H., Independence, v. Ill. Cent., for hay shipments	1887	805
Frazer & Ballou, Primghar, v. D. & S. C. (Ill. Cent.), for shipment of grain	1890	940
Garlock, W. E. et al., Gilmore City, v. C., R. I. & P., for hay shipments	1887	804
General complaint concerning	1887, 791,	810
Globe Coal Co., Des Moines, v. Iowa Cent., for coal shipments	1886	154
Gray, M. J., Ledyard, v. C. & N.-W., hay	1895	188
Green, J. A. et al., Stone City, v. C. M. & St. P., for stone shipments unless protected by shipper at private expense	1892	869
Green, J. C. S., Aurelia, v. Ill. Cent., for grain shipments	1890	951
Haddock, Wm. J., Iowa City, v. B., O. R. & N., for coal	1893	581
Hambledon Milling Co., Keokuk, v. C., R. I. & P., for grain	1895	234
Hanna, H. W., Audubon, v. C., R. I. & P., for coal shipments	1887	800
Harrison, George, Emmetsburg, v. C. M. & St. P., for coal	1881	143
Hastings, mayor and council of, v. C. B. & Q.	1880	39
Hayes, Michael, Washington, v. C., R. I. & P.	1882	469
H-raney Lumber Co. et al., Muscatine, v. C., R. I. & P.	1892	782
Hickey Bros., Aspinwall, v. C. M. & St. P., for grain shipments	1892	850
Holcomb, T. B. et al., Muscatine, v. B., C. R. & N. et al. for melons	1892	781
Hoghey & Son, Wirt, v. H. & S. R. R., refrigerator cars	1884	866
Iowa Fuel Co., Des Moines, v. C., St. P. & K. C., for coal shipments	1888	718
Jordan, W. E., Bancroft, v. C. & N.-W., for grain shipments	1887	800
Krystone Coal Co., Rippey, v. D. M. & Ft. D., for coal	1881	135
Lewis, Wm., Macedonia, v. C. B. & Q., for damages	1885	924
Marion Coal Co. v. C., R. I. & P., for shipment of coal	1892	807
Marshall & Son, Ohariton, v. C. B. & Q., failure to run refrigerator cars	1874	597
Mason, David, Harlan, v. C. M. & St. P., for shipment of hay	1894	851
McNutt, H. S., Algona, v. C. M. & St. P., discrimination in	1891	826
Moberly, I. N., Humphry, Mo., v. Ill. Cent., for cattle	1886	67
Muscatine Melon Shippers v. C., R. I. & P., for melons	1895	314
O'Neal, Felix et al., Aurelia, v. Ill. Cent., for grain, etc	1887	805
Pierson, shippers of, v. C. & N.-W., for grain shipments	1887	795
Priest & Stocker, Carroll, v. C. & N.-W., for shipment of live stock	1886	499, 526-527
Rauks & Sternbach, Redmon, v. B., C. R. & N., for hay shipments	1893	324
Rauks & Sternbach, Redmon, v. C. & N.-W., cars off its own line	1892	848
Relly, Thomas, Blencoe, v. S. C. & P., for hay to Sioux City	1895	228
Ritsely, A. et al., Rockwell City, v. D. M. & N.-W., for hay shipments	1887	404
Rothschild & Co., Davenport, v. C. & N.-W., for patrons	1887	783
Rothschild, D., Muscatine, v. Ill. Cent., for shipments of barley	1881	126
Russell & Co., Silver City, v. Wabash, for shipment of corn	1883	653
Said Mound Melon Co., Fruitland, v. C., R. I. & P., for melons	1890	897
Schell, F. J., Breda, v. C. & N.-W., discrimination in distribution of	1891	828
Seuffert, L., Burlington, v. C. St. P. & K. C., failure and delay in	1891	768
Seymour, T. S., Milford, v. C. M. & St. P., for hay shipments	1887	793
Spencer, city and citizens of, v. C. M. & St. P., appeal for coal cars	1881	139
Stoughton, T. S., Pierson, v. C. & N.-W., must be distributed equitably	1892	826
Townsend, Le Mars, v. Ill. Cent., for lumber	1883	615
Tuttle Bros., Whittemore, v. C. M. & St. P., for shipment of hay	1887	791
Way & Packard, Cedar Falls, v. B., O. R. & N., damage by reason of	1883	659
Wayne, E. M., Woolstock, v. C. & N.-W., for grain	1895	230
Wells, A. A., Emmetsburg, v. C. M. & St. P., coal	1881	144
White, Slayton, Beloit, Kan., v. C. R. I. & P. et al., for stock	1887	708
Williams, Richard, Ida Grove, v. C. & N.-W., for live stock	1888	693
Young, O. W., Gildden, v. C. & N.-W., for live stock	1888	691
Resolution of Twenty-second General Assembly, directing action for relief	1887	798

FAILURE TO FURNISH CARS FOR CERTAIN MARKETS—see Rights of Shippers.

FAILURE TO STOP AT RAILROAD CROSSINGS—see Crossing Stops.

FAILURE TO PURCHASE TICKET—EXTRA FARE MAY BE COLLECTED—see Passenger Fare.

FAILURE TO STOP PASSENGER TRAINS—see Passenger Trains.

FAILURE OF COMPANIES TO REPORT—see Report.

FAILURE TO OPERATE ROAD—see Abandonment of Road.

FAILURE TO STOP AT CROSSINGS—see Crossing, Stop.

FARM CROSSINGS—see Crossings, Farm.

FAST TRAINS IN CITIES—see Speed of Trains.

FAST TRAINS, PETITION TO STOP AT SMALL STATIONS—see Train Service.

"FENCERS"—see Local Lines.

	YEAR	PAGE.
FENCING.		
Law suggested	1886	18
Liability of carriers in case of failure to fence	1884	499
Provisions of law in relation to	1888	19
Railroads' need of fencing	1883	91
Recommendations concerning	1884	27
COMPLAINTS CONCERNING.		
Adams, J. Q., Spencer, v. C. M. & St. P., failure to fence	1885	521
Bates, L. P., Russell, v. Wabash, St. L. & P., et al., failure to fence	1886	603
Buson, R. B., Pattersonville, v. C. M. & St. P., failure to fence	1885	567
Buckley, Philip, Pattersonville, v. C. M. & St. P., failure to fence	1886	569
Buras, Thomas, Breda, v. C. & N.-W., failure to fence	1885	526
Carpenter, O. W., Dedham, v. C. M. & St. P., failure to repair	1891	745
Cleaver, M. G., and Irwin, J. M., Milo, v. C. B. & Q., failure to fence	1884	581
Curtis, T. J., Fonda, v. Ill. Cent., fencing track	1892	511
Gardner, John M., Leon, v. D. M. O. & S., fencing and cattle guards	1884	548
Gatton, Russell, Moscow, v. C., R. I. & P., had condition of	1894	324
Harshbarger, W. A., Oakland Mills, v. St. L., K. & N. W., failure to build	1892	841
Howe, E. A., Bridgewater, v. C. B. & Q., relocation of fence	1892	804
Hush, R. M., and Huan, H., Boone, v. M. & St. L., failure to build	1894	557
Ingersoll, M. J., Edgewood, v. C. M. & St. P., failure to fence	1884	948
Lange, Adams, Froelich, v. C. M. & St. P., hog-tight fence	1896	138
Lockwood, J. C., Greene, v. B., C. R. & N., failure	1897	107
McDowell, Palmer, et al., Angus, v. M. & St. L. Ry. Co., failure to build	1885	554
McJee, H., Martinsburg, v. B. & W., failure	1897	133
Mehs, George, Comanche, et al., Clinton, v. B., C. R. & N., petition for	1890	323
Müller, H. V., Pattersonville, v. C. M. & St. P., failure to fence	1885	560
Nico, Bert, David, v. W. & W., fencing station grounds	1895	808
Olsen, John R., Thor, v. C. & N.-W., failure to fence	1884	516
Ourbelm, J. L., Thor, v. C. & N.-W., failure to fence	1884	546
Price, E. T., Winfield, v. B. & W., failure to fence	1885	530
Rehd, r. Max H., Gladbrook, v. W., I. & N., failure to fence	1886	591
Ringland, G. S., Ft. Dodge, v. Crooked Creek, failure to fence	1895	150
Sheffhammer, C., Bvulab, v. C. M. & St. P., failure to repair	1891	791
Smull, John, Wick, v. D. M. O. & S., failure to fence	1886	556
Tibbels, D. D., et al., Ozden, v. C., Ft. M. & D. M., petition for	1892	827
Wakaman, M. A., Otho, v. M. & St. L., to connect with cattle guards	1887	716
W-Idorf, O., Hudson, S. D., v. C. M. & St. P., failure to fence	1892	833
White, E. J., Plymouth, v. C. M. & St. P., maintenance of	1884	550
Willkaes, O. W., Thor, v. C. & N.-W., failure to build	1884	514
FIRE SET OUT BY ENGINES—see, also, Damages.		
Liability of carriers, exemption by contract, supreme court's opinion	1895	XXXX
COMPLAINTS CONCERNING.		
Barslow, P. M., Burt, v. C. & N.-W., fire from engine	1885	519
Bradley, O. J., Gowrie, v. C. R. I. & P., property destroyed by fire	1889	1083
Bridge, A. M., Goldfield, v. B., C. R. & N., to hay	1887	682
Brinskil, D., Hawarden, v. C. M. & St. P., damage to crops	1889	1068
Butts, L. A., Russell, v. C. B. & Q., fire set out by engine	1886	597
Deming, O., Brush Creek, v. C. M., and St. P., fire from engine	1896	611
Esfield, James, Herndon, v. C. M. & St. P., to house from fire by engine	1884	584
Ericson, E. B., Huxley, v. C. M. & St. P., fire set by engine	1887	730
Guthrie, I. N., Newton, v. C., R. I. & P., fire set by engine	1889	1061
Hasking, A. N., Eatherville, v. B., C. R. & N., fire from locomotive	1883	641
McNamara, Martin, Grafton, v. C. M. & St. P., fire from locomotive	1884	522
Rog, Peter, Tara, v. D. M. & Ft. D. R. R. Co., fire set by engine	1885	503

	YEAR.	PAGE.
FIRE SET OUT BY ENGINES—Continued—		
Searles, D. D., Sloan, v. S. C. & P., fire set by engine.....	1887	725
Stevens, C. B., Donnellson, v. C. R. & K. C., fence destroyed.....	1888	587
Tartsch, William, Paton, v. C. R. I. & P., damage to hay.....	1890	935
Travis, S. N., Fort, v. C. St. P. & K. C., damages resulting from.....	1892	76
Wertz, J. J., Russell, v. C. R. & Q., fire on meadow, set by engine.....	1896	697
FLOODS, losses by In Iowa		
FORWARDING CARS—see <i>Refusal to Receive and Forward Freight.</i>		
FREE TRANSPORTATION—see <i>Transportation</i>; also <i>Rates.</i>		
FREIGHT CARS—see <i>Cars.</i>		
FREIGHT CHARGES, per ton, per mile.....	1880	173
FREIGHT CHARGES GUARANTEED—see <i>Charges Prepaid or Guaranteed.</i>		
FREIGHT CHARGES, prepayment demanded, insolvency of connecting line.....	1878	15
—see also <i>Charges.</i>		
FREIGHT, CLASSIFICATION OF—see <i>Classification</i>	1885	54
FREIGHT, DIVERSION OF—see <i>Diversion of Freight.</i>		
FREIGHT PREPAYMENTS—see, also, <i>Charges</i>		
Donahue, Robert, Burlington, v. Cent. Iowa, prepayment of.....	1884	530
FRIGHT—REFUSAL TO DELIVER.		
Dow & Mercer, McVeigh, v. Ft. Mad. & N. W., wrongful withholding.....	1884	500
Melrose, N. M., Goldfeld, v. O. & N.-W., failure to deliver at station.....	1884	550
FREIGHT TRAINS, STOPPING OF AT PLATFORMS—see <i>Stopping Trains at Platforms.</i>		
FREIGHT TRAINS CARRYING PASSENGERS—see <i>Train Service.</i>		
FUEL, APPROPRIATION OF BY CARRIERS—see <i>Appropriation of Coal.</i>		
GONG, electric, for crossing—see <i>Electric Signals.</i>		
GOVERNMENT CONTROL OF OWNERSHIP OF RAILROADS.....	1893	138
GOVERNOR'S QUESTIONS FOR REPORTS—see <i>Reports.</i>		
GRADE CROSSINGS, FARM—see <i>Crossings, Farm.</i>		
GRADE CROSSINGS, HIGHWAYS OR STREETS—see <i>Crossings, Highway.</i>		
GRADE CROSSING, RAILROAD—see <i>Crossings, Railroad.</i>		
GRAIN FOR FEED, reduced rates for		
GRAIN HOUSE, SITES FOR—see <i>Sites.</i>	1892	838
GRANGER LAW, and tariff, workings of discussed		
GRANGER LAW, discussion of.....	1878, Appendix cxi; 1878	51
GRANGER LAW, discussion of.....	1885	34
CHANGES MOVEMENT IN THE WEST, history of, by Spencer Smith.....	1890	21
GRANGER TAXES, EARNINGS UNDER—see <i>Earnings.</i>		
GREAT BRITAIN, RAILROAD COMMISSIONERS OF—see <i>Commissioners.</i>		
HACKS AND OMNIBUSES, PRIVILEGES OF AT STATION—see <i>Omnibus Privileges and Discrimination.</i>		
HAY RATES, petition of D. M. N. & W. for advance in.....	1893	166
HEATING OF CARS—see <i>Warming Cars.</i>		
HEIGHT OF PLATFORMS AT STATIONS		
HERRBURN, committee report.....	1889	1071
HIGHWAY, The, and the railway.....	1890 174, 181	
HIGHWAYS, establishment of, commissioners no authority over.....	1881	79
HIGHWAY, relocation, expense of crossing must be borne by railroad company.....	1892	826
HIGHWAY CROSSINGS, DANGEROUS—see <i>Crossings, Highway.</i>	1890	1065
Keop, F. A., Beloit, v. O. & St. P., by relocation of track.....	1885	561
HISTORY OF IOWA RAILROADS		
HISTORY OF THE RAILROAD QUESTION IN IOWA—see <i>Railroad Question.</i>	1879, 83; 1880, 239; 1896	179
HOTEL PATRONAGE, SOLICITATION OF—see <i>Omnibus Privileges.</i>		
IMPROVEMENTS OF roads and rolling stock		
INCOMPETENT ENGINEERS—see <i>Engineers.</i>	1891	4
INCREASE OF EARNINGS UNDER COMMISSIONERS' RATES—see <i>Rates.</i>		
INJUNCTION, B. C. R. & N., IN JOINT RATES—see <i>Joint Rates.</i>		
INJUNCTION—see <i>Rates and Joint Rates.</i>		
INJUNCTION, by Judges Brewer and Fairall v. Schedule of 1888.....		
INJURIES TO PERSONS—see <i>Personal Injuries.</i>	1888	36
INSOLVENCY OF CONNECTING LINE, prepayment demanded		
INSPECTION SERVICE.....	1878	15
Baker Bros. and Samuel Lilburn Co., Ottumwa, butter and egg shipments.....	1893	234
Council Bluffs Board of Trade v. C. R. I. & P. and C. & N.-W.....	1880	977

	YEAR.	PAGE.
INSUFFICIENT PASSENGER TRAIN SERVICE—see <i>Train Service.</i>		
INTERLOCKING SWITCHES, advisability of their adoption discussed		
Adoption of in Iowa.....	1897	8
Belknap, C. R. I. & P. and Wabash.....	1897	35
Carnforth, crossing of, C. & N.-W. and C. R. I. & P.....	1896	48
Davenport, C. R. I. & P. and B. C. R. & N.....	1897	46
Fairfield, C. R. I. & P. and C. R. & Q.....	1897	47
Libertyville, C. R. I. & P. and C. Ft. M. & D. M.....	1897	35
Neola, C. R. I. & P. and C. M. & St. P.....	1897	47
Ottumwa, C. R. I. & P. and C. B. & Q.....	1897	45
Seymour, crossing of, M. & St. P. and C. R. I. & P.....	1896	47
INTERSECTIONS, FAILURE TO STOP AT—see <i>Crossing Stops.</i>		
INTERSTATE COMMERCE LAW, VIOLATION OF see <i>Rates.</i>		
INTERSTATE COMMERCE—see, also, <i>State Commerce.</i>		
Application for suspension of long and short haul clause.....	1887	714
Committee on, from United States senate.....	1895	32
Desirability of establishment of interstate commerce commission.....	1882	40
Discussion of.....	1889	42
Discussion of, Interstate Commerce Railway association.....	1890	24
Interstate commerce law, violation of.....	1888	698
Interstate and state commerce, discussion of.....	1886	36
Interstate and state commerce.....	1886, 168; 1894, 164; 1895	316
Interstate commerce law anticipated.....	1882	38
Its nature discussed in supreme court's decision.....	1892	38, 39
Law of 1873.....	1878	55
Law regulating, discussed by the board.....	1887	31
Powers of the state in reference to.....	1887, 50; 1894	164
Reagan bill.....	1882	42
Rates on, necessity for elasticity in.....	1882	45
Resolution of the Twentieth General Assembly, asking congressional action.....	1884	86
What constitutes, Diamond Jo line case.....	1880, 1074, 1077	
D. J. Carpenter case.....	1890	840
H. B. Heath & Son's case.....	1894	164
IOWA COAL RATES, PETITION FOR ADVANCE IN—see <i>Rates.</i>		
IOWA COMMISSIONER LAW DISCUSSED—see <i>Commissioners.</i>		
IOWA FALLS & SIOUX CITY RAILROAD, history of.....	1879	100
IOWA MIDLAND RAILWAY, history of.....	1879	110
IOWA RAILROADS, HISTORY OF—see <i>History of Iowa Railroads.</i>		
JOBBERIES—Number of persons employed in 1884		
JOBBERIES AND MANUFACTURING.		
Amount of sales in 1884.....	1884	76
Products in 1884.....	1884	77
Net increase of business of 1883.....	1884	76
Materials in 1884.....	1884	77
Jobbing in Iowa, number of people interested in.....	1885	49
JOBBERIES' RATES DISCUSSED—see <i>Coal Rates and Rates.</i>		
Tons of freight moved in 1884.....	1884	76
Petition for restoration of jobbers and manufacturers' rates.....	1885	535
Wages paid by, in 1884.....	1884	77
Capital employed in, in Iowa.....	1884	76
Jobbers in Iowa should be placed on equality with those of outside points.....	1885	52
JOINT RATES—see, also, <i>Rates, Joint.</i>		
Commissioners enjoined from establishing by B. C. R. & N.....	1890	6
Commissioners' joint rates discussed.....	1891	14
Deemer, J., decision concerning.....	1895	xx111
Desirability of, between all Iowa lines.....	1887	717
Joint rates, status of discussed.....	1896	5
Dissenting opinion of Justices Rothrock and Robinson concerning.....	1891	49
Eighty per cent schedule higher than rates voluntarily charged by carriers or those now in effect on interstate traffic.....	1891	15
Failure to apply on flaxseed shipments.....	1891	762
In force in other states, but refused in Iowa.....	1894	197

JOINT RATES—Continued—	YEAR.	PAGE.
Injunction proceedings against commission	1891	45
Law and discussion in reference to joint rates	1890	4
Laws relating to	1895	xvii
Legislation recommended	1891, 90; 1895	xxix
List of roads refusing to accept commissioners'	1891	14
List of roads accepting same	1891	15
Litigation on	1890	6
Must be applied for and refused to shippers before petitioning board	1895	xxviii
Opinion of Iowa supreme court concerning	1891, 45-50; 1895	xxv
Opinion of supreme court in reference to B., C. R. & N. injunction case	1893	
Opinion of supreme court in reference to Blair v. S. C. & N.	1897	236
Overcharges on account of roads failing to apply, ordered refunded.	1891	763
Power of the state to fix through rates over two or more lines	1891	47
Petition by carrier to extend time of trial of, account of apparent increase of earnings under	1891	15
Reasons for motion to dissolve injunction and reasons for injunction	1891	46
Rules for fixing rates for continuous haul (80 per cent schedule)	1890	6
Schedule and order concerning	1895	xxii
Status and discussion of	1895	xxiii
Violation of joint rate law by one carrier no excuse for another	1891	763
Willingness of Ill. Cent. to apply in Iowa	1891	763
COMPLAINTS CONCERNING.		
Baker, W., manager Columbia Coal Co., Diamond, v. Iowa Central	1891	397
Campbell, F. M., & Co., Randolph, v. C. B. & Q., failure to apply	1895	194
Cedar Falls Paper Mfg. Co. v. C., R. I. & P. and B., C. H. & N., petition for	1889	1085
Cedar Falls Paper Mfg. Co. v. Iowa Cent. and C. G. W., refusal to apply	1893	250
Columbia Coal Co., Diamond, v. Iowa Cent., refusal to apply	1891	397
Coon Valley Coal Co., Des Moines, v. C., St. P. & K. C., discrimination in	1892	707
Cory Coal Co., Lehigh, v. M. C. & Ft. D., petition for	1892	539
Darby, J. H., Belmont, v. M. C. & Ft. D., refusal to apply, overcharge	1893	303
Davenport, shippers of, v. B., C. R. & N. et al., petition for	1880	1022, 1067
Flint, F. C., Manchester, v. C., M. & St. P., refusal of, through billing	1896	81
Fort Madison Chair Co. v. C., B. & Q. and B., O. R. & N., refusal to make	1889	1055
Holman, C. J. & Bro., Sargent's Bluffs, v. C. & N.-W. et al., petition for	1880	1018
McGillora, L. E., Larchwood, v. B., C. H. & N. et al., refusal to apply	1892	863
McCarthy, M. H., Dubuque, letter of, concerning	1896	81
Steeves, J. C., Page Center, v. H. & S. and C., B. & Q., refusal to apply	1892	659
Smith, H. D., Monticello, v. Ill. Cent., refusal to apply	1891	762
Tims, J. B., Tama, v. C. & N.-W., refusal to grant	1890	994
JOINT STATIONS—see also <i>Wyes</i> .		
And Y connections, legislation recommended	1889	40
At intersections, discussion of	1884	78
At railroad crossings	1884	78
Laws of Missouri and Wisconsin concerning, at crossings	1883	706
COMPLAINTS CONCERNING AND PETITIONS FOR.		
Allen Grove township, Scott county, citizens of, v. C., M. & St. P. and B., C. R. & N.	1885	499
Brown, J. G., Marshalltown, v. Cent. Iowa and Wis., Iowa & Neb.	1884	562
Carnforth, citizens of, v. C., R. I. & P., freight facilities at	1889	967
Crandall, J. B., Sterling, Ill., v. C. & N.-W. and Wabash, at Lohrville	1884	578
Crooked Creek Rd. Co., union depot at Webster City	1893	512
Davenport, Moline & Rock Island, petition for at Wheatland	1887	754
Dean, George W., et al., Conway, v. H. & S. and C., B. & Q. Rd. Co.	1884	533
Denicos, citizens of, v. C. & N.-W. et al., petition for	1887	727
Diagonal, citizens of, v. C., St. P. & K. C. and H. & S., petition for	1889	1083
Donnan, Fayette county, citizens of, v. C., M. & St. P. and B., C. R. & N.	1890	859
Fayette county, citizens of, v. C., M. & St. P. et al., at Donnan Junction	1887	705
Goldfield, citizens of, v. C. & N.-W. and B., C. R. & N.	1884	536
Harrison township, Mahaska county, citizens of, v. C. & N.-W. et al.	1888, 907; 1887	704
Harveyville, citizens of, v. C., R. I. & P. and Wabash, St. L. & P.	1885	500
Hawarden, citizens of, v. C. & N.-W. and C., M. & St. P.	1884	527
Herndon, citizens of, v. C., M. & St. P. and Wabash, St. L. & P.	1884	518
Iowa county, citizens of, v. C., R. I. & P. and C., M. & St. P.	1884	542

JOINT STATIONS—Continued—	YEAR.	PAGE.
Jenks, A. M., Sheldahl, v. C. & N.-W. et al., platform crossings, etc.	1887	849
Jessup, Elias, et al., New Providence, v. Iowa Cent. and Toledo & N.-W. R'y	1895	545
Krysher, Levi, Avon, v. C. B. & Q. and C., R. I. & P., petition for	1889	903
Louden Machinery company, Fairfield, v. C., B. & Q. and C. G. W., petition for	1890	161
Freight station at Afton Junction	1890	16
Melbourne, J. H., Bagley, et al. of, v. C. G. W., joint station at crossing	1884	323
Malvern, citizens of, v. C., B. & Q. and Wabash, St. L. & P.	1885	535
Mason, E. H., Carnforth, v. C. & N.-W. and C., R. I. & P., petition for	1897	41
New Boston, citizens of, v. A., T. & S. F., et al.	1885	657
Noel, J. T., Noel, v. C., M. & St. P. and B., C. R. & N., petition for	1889	1017
Onaida, citizens of, v. C., M. & St. P. and C., St. P. & K. C., petition for	1884	312, 513
Palestine, trustees of, v. C., M. & St. P. and C. & N.-W.	1890	136
Reynard, J. S., Creston, v. C., B. & Q. and C. G. W., at Afton Junction	1887	704
Robinson, C. E., et al., Hawarden, v. C., M. & St. P.	1891	738
Rockwell City, citizens of, et al., v. C. & N.-W., et al., at Lohrville	1891	742
Romans, J. B., et al., Denison, v. C., M. & St. P. and C. & N.-W., at Arion	1885	502
Row, Samuel, et al., Oskaloosa, v. C. & N.-W. and Buri & Western	1892	735
St. Charles, citizens of, et al., v. C., R. I. & P. et al., near Bevington	1886	570
Sheldahl, citizens of, v. C., M. & St. P. and C. & N.-W., petition for	1887	697
Sheldon, citizens of, v. C., M. & St. P. et al., inadequate accommodations at	1883	708
Shibley, H. F., et al., Herndon, v. C., M. & St. P. et al.	1890	864
Smith, A., et al., Conway, v. C., B. & Q. and H. & S., petition for	1887	679
Stile, T. R., et al., St. Charles, v. C., R. I. & P. and D. M., O. & S.	1892	736
Truro, citizens of, et al., v. D. M. & K. C. et al., near Bevington	1886, 479; 1887	683
Walnut and Vernon townships, Palo Alto county, citizens of, v. B., C. H. & N. and C., M. & St. P.	1884	505
Warren township, citizens of, Poweshiek county, v. C. & N.-W. and C., R. I. & P.	1883	578
Warren township, Keokuk county, trustees of, v. C. & N.-W. and C., R. I. & P.	1883	578
Winterset, St. Charles and Truro, citizens of, v. C., R. I. & P. and D. M. & K. C., petition for, near Bevington	1892	755
JURISDICTION OF RAILROAD COMMISSIONERS—see, also, <i>Commissioners</i> .		
of commissioners.	1878, 8; 1891	28, 262
of commissioners in matters of private right	1890	26-28, 38-39
JUST DISCRIMINATION discussed.	1884	73
KEOKUK & DES MOINES RAILWAY, history of	1879	110
LACK OF CARES—see <i>Failure to Furnish Cars</i> ; also, <i>Cars, Lack of</i> .		
LACK OF DEPOT FACILITIES—see <i>Station</i> .	1885	59
LAKES, INLAND, crossed by railroads without authority	1878, 45; 1895	12
LAND GRANTS, first and final report of	1889	42
LARGE AND SMALL SHIPPERS—see <i>Carload Rates</i> .		
LARRABEE, WILLIAM, governor, questions for commissioners' reports	1889	42
LAW GRANTING POWER TO COMMISSIONERS—see <i>Commissioners</i> .		
LAW AND LEGISLATION relating to railways	1890	Appendix
Affecting railroads discussed—see <i>Railroad Question</i> .		
Amendments suggested	1878	33
Chronological arrangement of	1880, 87; 1891	43
Conflicting and disputed provisions of	1895	x1
Decisions of court construing	1887	50
In reference to automatic couplers and brakes	1890	Appendix
In Iowa affecting railroads	1895	vii
Provisions of in surrounding states	1887	57-58-59, 75
Recommendations of commissioners concerning legislation	1891	42
Recommended by commissioners	1889	37-45
Recommended by commissioners	1896	x1
Revisions and present status of	1879	4
Suggestions concerning amendments to law requiring reports of carriers	1892	46
Uniformity in	1879	65
LEARNED ROADS, discussion of advisability of consolidation	1884	85
LEVEES, their maintenance by railroad companies	1884	85

LIABILITY OF CARRIER.

BEYOND ITS OWN LINE—see Damages.	
CONCERNING LIVE STOCK—see, also, Live Stock.	
For care of in transit.....	1889 1050
For killing.....	1893 248
For shrinkage or decline of market during delay in transportation.....	1892 305
Smith, J. N., Fairfeld, v. C. B. & Q., shipments of without attendant.....	1888 648
FOR FAILURE TO SOUND WHISTLE AT CROSSING—see Stock Killed; also, Crossing-Highway.	
For failures to stop at platforms.....	1891 777
FOR GOODS SHIPPED "OWNER'S RISK"—see Owner's Risk.	
FOR RATES QUOTED BY AGENT.....	1889 1060
Hamilton, J. M., Welda, Kad., v. O., B. & Q.....	1885 350
FROM FIRE, SUPREME COURT'S OPINION.....	1895 XXXV
see, also, Fire set Out by Engine; also, Damages.	
NOT EXEMPT FROM, BY CONTRACT—see Owner's Risk.	
Of initial carrier.....	1885 505
LIGHTING CARS.	
Discussion of.....	1890 6
Discussion of dry carburettor system.....	1892 43-44
LIMITED TICKETS, WHAT CONSTITUTES NOTICE OF LIMITATION, ETC.—see Tickets.	
LITERATURE, objectionable, sold on trains.....	1883 93
LITIGATION—see also Railroad Question.	
Cases pending in state courts to enforce commissioners' orders.....	1891 38
Decisions of supreme court discussed.....	1892 21, 39
In reference to commissioners' rates.....	1889 30
Report of attorney-general concerning..... 1892, 39, 43; 1893, 39; 1890, 10; 1895, 27; 1896	175
LIVE STOCK—see also Liability of Carriers—	
Brown, W. R., Wallingford, v. C. M. & St. P., delay in transit.....	1883 687
Care of when being shipped.....	1887 741
Engle E., Onawa, v. C. & N.-W., R'y, cruelty to stock in transit.....	1884 541
IN PALACE CARS, METHOD OF REGULATING CHARGES FOR—see Palace Stock Cars.	
Passenger fare for attendant, with L. C. L. shipments, not authorized by commissioners' schedule.....	1894 276, 347
Confinement in transit, not exceeding twenty-eight hours.....	1878 56
SUBSTITUTION OF, IN TRANSIT—see Stealing Live Stock in Transit.	
LIVE STOCK RATES—see Rates, Freight.	
LOADING CARS FROM WAGONS—see also Demurrage.	
Galley, W. H., Zearing, v. Central Iowa, refusal to furnish cars for.....	1885 573
Strong & Co., Luton, v. C. M. & St. P., for track shipments.....	1895 156
Time allowed for.....	1884, 525; 1889 996
LOADING AND UNLOADING L. C. L. SHIPMENTS.	
Hoebel, P., Blarstown, v. all lines, regulations concerning.....	1894 638
LOCAL FREIGHT, percentage of..... 1883, 30; 1885, 31; 1886, 30; 1887	30
LOCAL FREIGHT, TONNAGE IN IOWA, PERCENTAGE OF—see Tonnage.	
LOCAL RATES—see Rates.	
LOCAL TRAIN SERVICE—see Train Service.	
LOCAL RATES, percentage of charges received on through shipments.....	1893 33
LOCOMOTIVES, net weight of.....	1879 54
LOGS, CLASSIFICATION OF—see Classification.	
LOG RATES COMPARED—see Rates.	
LONG AND SHORT HAUL, RATES FOR AND VIOLATION OF—see, also, Rates.	
Farnaam & Kilbourne, Akron, v. C. M. & St. P., violation of.....	1888 695
Fowler Company, The, Waterloo, v. Ill. Cent.....	1886 435
Hogboom, S. R., Creston, v. C. B. & Q., on hard coal.....	1895 226
Joyce, D., Carroll, v. C. M. & St. P. and C. & N.-W., on lumber.....	1894 279
Lane Implement Co., Red Oak, v. O., B. & Q., on car of implements.....	1895 175
Low rates for long haul, importance of to the state.....	1880 181
New York and other laws concerning.....	1885 55
Merrill, J. H. & Co., Ottumwa, v. K. & W., violation of.....	1888 739
Principle of referred to.....	1888 52
LOSSES BY FLOODS—see Floods.	
LOSSES ON THROUGH BUSINESS MADE UP BY HIGH LOCAL RATES—see Rates.	

LUMBER RATES—see Rates.

LOST IN TRANSIT.

	YEAR.	PAGE.
Harbor Med. Co., Davis City, v. C. B. & Q., carboy of vitriol.....	1892	730
Barnacle, John, Dana, v. C. R. I. & P., shortage of oats shipped to Peoria.....	1891	774
Brower, D. M., Adel, v. C. R. I. & P., hogs.....	1891	834
Bruce, J. J., Rolfe, v. C. & N.-W., failure to deliver goods as marked.....	1893	651
Calkins & Homan Bros., Corning, v. C. B. & Q., stove.....	1886	611
Cary, George T., Grant, v. C. B. & Q., goods.....	1891	813
Clark, A., Canton, v. C. & N.-W., loss of veal.....	1894	393
Conrad, Ed. A., Forest City, v. M. & St. L. and C. & N.-W., household goods.....	1884	409
Creswell, M., Bonaparte, v. C. R. I. & P., hogs.....	1883	629
Cummings, J. M., Spencer, v. C. R. I. & P., household goods.....	1890	111
Esstick, M. L., Indianola, v. C. St. P. & K. C., potatoes.....	1890	940
Fowler, C. W., Rowan, v. B. C. R. & N., veal damaged in transit.....	1895	106
Fremont Butter and Egg Co., v. C. B. & Q., car of eggs misssent.....	1890	844
Fuller, H. E., Otho, v. Ill. Cent., box of goods.....	1888	741
Germer, Otto, Imogene, v. C. M. & St. P.....	1897	143
Goerger, H., Grant, v. B. & O., household goods damaged.....	1894	398
Gross, F. P., Sibley, v. B. C. R. & N., goods.....	1892	855
Halloway, H. G., Paton, v. C. R. I. & P., steel.....	1892	824
Hartman, G. A., Creston, v. C. B. & Q., shortage of coal.....	1889	997
Healy, H. M. & Son, Grundy Center, v. B. C. R. & N., damage to flour.....	1894	258
Hebron, S., Strawberry Point, v. C. M. & St. P., damage to stock.....	1894	341
Heaton, H. J., Anderson, v. C. B. & Q., goods stolen.....	1892	459
Hurley, A. S., Cherokee, v. B. & M., of tools.....	1897	148
Judge, J. T., Carroll, v. C. & N.-W., tent outfit.....	1895	210
Kendall, E. S., Kellerton, v. C. & N.-W., household goods.....	1893	537
Lingham, M., Van Cleave, v. Iowa Central, loss of oil on platform.....	1895	325
Luther, M. H., Swede Point, v. Ill. Cent. and C. B. & Q., household goods.....	1892	537
Martindale, J. M., Prairie City, v. C. B. & K. C., box of books.....	1896	77
Marquardt, C. G., of the Iowa Phonograph Co, v. Ill. Cent., goods.....	1892	866
McFarlane, James, Blencoe, v. S. C. & P., boxes of tobacco.....	1895	589
McNail, A. H., Maxwell, v. C. M. & St. P., merchandise.....	1894	801
McNail, A. H., Maxwell, v. C. M. & St. P. and W. I. & N., merchandise.....	1895	525
McNail, A. H., Maxwell, v. C. M. & St. P., barrel of sugar.....	1895	567
Phelps, P. E., Rockford, v. B. C. R. & N., flax seed.....	1895	240
Raber, John, Newberg, v. C. & N.-W., household goods.....	1892	458
Ryan, J. A., Laurens, v. C. & N.-W., loss of hogs.....	1890	940
Sokol & Kegley, Monmouth, v. C. & N.-W., damage to sorghum.....	1894	319
Spencer Bros., Randolph, v. C. B. & Q., car of coal.....	1892	449
Stafford, H. W., Grundy Center, v. B. C. R. & N., shortage in car of oats.....	1891	829
Stebbins, W. F., Decora, Ill., v. C. G. W., merchandise.....	1894	237
Stebbins, W. F., Des Moines, v. C. R. I. & P., household goods.....	1896	127
Van Norman, J., Moville, v. C. R. I. & P. et al., merchandise.....	1895	161
Vetter, D., Grant, v. C. B. & Q., oilcloth.....	1891	731
Warnstaff, N., Grand River, v. B. & M. et al., merchandise.....	1898	679
Whittier, L., Whiting, v. S. C. & P. and C. & N.-W., merchandise.....	1893	584
Witmer, F. R. & Son, Mingo, v. C. St. P. & K. C., goods stolen.....	1890	876
Wood, Alfred, Traer, v. C. M. & St. P. and H., C. R. & N.....	1893	532

MAIL FACILITIES AND MAIL SERVICE—see Station Service, also Train Service.

MAPLE RIVER RAILROAD, history of.....	1879	111
MARKED CAPACITY OF CARS.		
Franco, H. O., Rose Hill, v. C. R. I. & P., rule governing.....	1897	135
MARKETS, CHOICE OF, SHIPPERS ENTITLED TO—see Rights of Shippers.		
MARRS, M. L., testimony of, in Davenport rate cases.....	1888	761
MASSACHUSETTS, attitude of, concerning grade crossings.....	1893	16
MAXIMUM AND MINIMUM RATES, discussion of.....	1885	53
MAXIMUM RATES, opinion of supreme court concerning, discussed.....	1897	9
MAXIMUM RATES, in Davenport, Dubuque and Burlington rate cases.....	1888, 733, 773, 797	
MCCLEIN, EMLIN, "Statutes of Iowa relating to railways".....	1890	3

	YEAR.	PAGE.
MILEAGE.		
Increase in Iowa discussed.....	1891	5
Iowa, fifth of the states in.....	1861	5
In Iowa, table of.....	1879	128
Of road built from earnings in excess of 8 per cent on \$30,000 per mile.....	1891	37
Proportion of earnings credited to branch lines.....	1899	1006
MILEAGE BOOK.		
Hultz, Webb, Chariton, v. Iowa Central, claim for rebate on.....	1890	851
Dissenting opinion by Commissioner Day.....	1890	851
Naah, C. J., Ottumwa, v. Wabash, C. R. I. & P. et al., refusal to honor.....	1886	575
Pollans, F. E., Waterloo, v. Ill. Cent., use of by other than purchaser.....	1897	194
MILLING IN TRANSIT.		
Application of principle to barbed wire.....	1887	715
Edmonds, E. J., Marcus, v. Illinois Central, cleaning grain in transit.....	1893	252
Tiede, A. G., & Co., Elkport, v. C., M. & St. P., petition for.....	1892	850
MINIMUM CHARGE.		
Barard Bros., Ackley, v. Central Iowa, 25-cent charge.....	1890	19
Iowa Jobbers v. All Railroads, attempted advance, 25c. to 50c.....	1894	335
Parker, S. F., Earlville, v. C. & N-W.....	1882	457
MINIMUM WEIGHT.		
Brown, W. S., Manson, v. Ill. Cent.....	1896	61
MINIMUM WEIGHT AND MARKED CAPACITY OF CAR.		
Brown, J. G., Marshalltown, v. C., M. & St. P., charges for excess.....	1887	718
Codd, H. G. R., Westfield, v. C. & N-W., on live stock.....	1894	200
Dunlap, J. H., Clarinda, v. C., B. & Q., on wagons, parts of.....	1887	700
Des Moines Lined Oil works, v. Illinois Central, on flax seed.....	1895	218
France, H. C., Rose Hill, v. C., R. I. & P., rule governing marked capacity of cars.....	1897	135
Leonard, Daniel, Corning, v. All Railroads, on car of sheep.....	1894	159
Ketchum & Johnson Co., Marshalltown, v. C. & N-W., agricultural implements.....	1897	108
McGrath, J., Tyrone, v. C. B. & Q., of coal.....	1892	865
Morris, Daniel, Lawn Hill, v. C. & N-W., of carloads.....	1882	450
Sheldon, H. C., Tingley, v. C. B. & Q., on sheep in carloads.....	1895	201
MINK, OLIVER W., comptroller, letter of, in Council Bluffs complaint.....	1888	545
MISCELLANEOUS.		
Adams, E. E., Britz, v. C. I. & D. R. R. Co., compensation for printing.....	1886	515
Astor, citizens of, v. C., M. & St. P., location of new town near Astor.....	1886	589
Brown, A. P., Newton, v. Central Iowa, failure to run Odd Fellows' train.....	1888	730
Carlson, S. G., Stratford, v. C. & N-W., rental for site for scales.....	1893	212
Casselman, J. H., Ames, v. C., St. P., M. & O., claim for lost mileage book.....	1892	848
David, et al., Sanborn, v. C., M. & St. P., unsanitary cabooses.....	1896	92
Dow & Mercer, McVeigh, v. Ft. M. & N. W., withholding of freight.....	1884	500
Expenses in constructing spur track, parties entitled to return of, on abandonment of track.....	1891	728
Gillespie, Mrs. R., Chadron, v. C. B. & Q., refund for ticket stolen.....	1889	1026
Indebtedness of railway companies, law concerning.....	1884	77
Jones, F. C., Herndon, v. D. M. & N. W., et al., storing cars on Y track.....	1892	830
Paralta, Linn county, citizens of, v. C., M. & St. P., highway to depot.....	1892	814
Randall, L. D. & Co., Dubuque, v. Illinois Central, division of territory between railroads.....	1881	132
Slosson, J. M., Northwood, v. B. C. R. & N., feeding snow-bound passengers.....	1884	674
Spre, William J., Barnes City, v. C. R. I. & P., misconduct of train men.....	1892	656
Valentine, H. K., Casey, v. United States Express Co., claim for perishable goods shipped with charges guaranteed.....	1892	847
MISQUOTED RATES BY AGENTS, LIABILITY OF CARRIERS FOR—see Liability.		
MIXED CARLOADS—see Carloads.		
MIXED TRAIN SERVICE—see Train Service.		
MONOPOLY of shipping facilities on station grounds against public policy.....	1890, 893-895; 1891, 736, 814;	1892
MORGAN, E. G., appointed secretary of the board.....	1889	3
Resigned.....	1887	3
NATIONAL CONVENTION of railroad commissioners.....	1881	164
NAVIGATION, OBSTRUCTION OF—see Obstruction and Overflow.		
NEGLECT IN CARE OF STATION—see Station.		

NIGHT STATION SERVICE—see Station.**NORTHWOOD CASE—see, also, Abandonment of Road.**

	YEAR.	PAGE.
Certified to attorney-general.....	1884	45

NUISANCE.

Woman's Village Imp. Co., Coon Rapids, v. C., M. & St. P., unsightly piles of dirt.....	1887	106
---	------	-----

OBSTRUCTING STREETS AND HIGHWAY CROSSINGS—see, also, Crossing, Highway.

Dodd, F. B., Waucoma, v. C., M. & St. P., with standing trains.....	1896	111
Gafford, Joseph, Burlington, v. Citizens of Murray, by elevator.....	1887	687
Barney, B., mayor of Meservey, v. M. C. & Ft. D., street with cars.....	1894	133
Johnson and Erickson, Pickering, v. C., M. & St. P., by fence.....	1893	209
Le Mars, citizens of, v. Ill. Cent.....	1890	861, 889
Murchison, A. S., Williamsburg, v. C., M. & St. P., by trains.....	1886	517
Murray, citizens of, v. C., B. & Q., at highway crossing.....	1886	565
Murray, citizens of, v. C., B. & Q., protest of Joseph Gafford.....	1887	687
Ochiltree, T. J., Morning Sun, v. B. C. R. & N., blockading streets.....	1884	535
Roley, T. T., Keewick, v. B., C. R. & N., by standing train.....	1896	126
Russell, J. M., Storm Lake, v. Ill. Cent., by elevator.....	1883	134
Thomas, A. D., Fredericksburg, v. C. & N-W., streets across station grounds.....	1893	156
Turner, et al., Colfax, v. C. R. I. & P., by train.....	1893	210
Waters, James, Des Moines, v. C. & N-W., with cars.....	1892	822
Wyatt, E. R., et al., Lamolle, v. C. & N-W., with train.....	1886	554
Zeldier, J. O., Mallard, v. C. R. I. & P., by building and platform.....	1899	155

OBSTRUCTION AND OVERFLOW.

Amundson, H., Ellsworth, v. C. & N-W., watercourse and highway.....	1888	728
Anderson, A. A., et al., Okoboji, v. C., M. & St. P., navigation.....	1892	741
Armstrong, J. R., road supervisor, Marlon, v. C., M. & St. P., watercourse.....	1894	246
Barnholdt, Clause, Wiota, v. C. R. I. & P., lack of culverts.....	1890, 951; 1894	328
Beebe, J. W., Talmage, v. C. G. W., waste water from tank.....	1892, 857; 1893	210
Boal, John, et al., Mitchellville, v. C. R. I. & P., insufficient drainage.....	1897	144
Campbell, J. S. K., Morning Sun, v. Iowa Cent., drainage.....	1896	173
Craig, W. F., et al., Davis City, v. C., B. & Q., of watercourse.....	1890	879
Crozier, C. E., Oskaloosa, v. B. & W. and C. & N-W., of watercourse.....	1890	890
C., R. I. & P. Ry Co., v. C., St. P. & K. C., at grade railroad crossing.....	1887	785
Donner, J. D., et al., Marshalltown, v. W. I. & N., by defective construction.....	1887	713
Eldon drainage case.....	1895	125
Fortney, David, Otho, v. M. & St. L., refusal to lower culvert.....	1885	581
Giles, Charles, Talmage, v. C., B. & Q., of waterway.....	1890	845
Greenwood township, trustees of, Bancroft, v. C. & N-W., of watercourse.....	1884	343
Guthrie county, citizens of, v. C., M. & St. P., near Bagley.....	1893	142
Hendrie, J. S., et al., Pacific Junction, v. C., B. & Q., of creek.....	1884	569, 574
Huxley, citizens of, by O. L. Haiteberg, v. C., M. & St. P., of watercourse.....	1893	230
Innis, W. H., et al., Emmetsburg, v. B. C. R. & N., navigation.....	1886	474
Jenks, A. N., Sheldahl, v. C. & N-W., by surface water.....	1885	579
Kelly, W. F., Decatur county, v. D. M. & K. C., damages on account of.....	1890	885
Kendall, W. T., et al., Spirit Lake, v. C., M. & St. P., navigation.....	1885	491
Kline, George, Glidden, v. C. & N-W., insufficient water way.....	1891	771
Koons, J. H., Des Moines, v. C. G. W., drainage.....	1895	152
Laage, A., Froelich, v. C., M. & St. P., insufficient drainage.....	1892	832
Lestina, F., Froelich, v. C., M. & St. P., highway crossing.....	1897	119
Lewis, J. F., New Hampton, v. C. G. W., damage on account of.....	1893	203
McConnell, T. D., Botna, v. C. & N-W., from embankment.....	1896	139
McNaughton, M. N., Villisca, v. C., B. & Q., stock drowned.....	1897	766
Mitchell, L., Blairburg, v. Ill. Cent., drainage.....	1895, 197; 1896	57
Moore, Thomas, et al., Turin, v. C. & N-W., arbitration.....	1889	999, 1002
Powell, Charles, et al., Bagley, v. C., M. & St. P., damage by reason of.....	1899	143
Ricke, James G., Grainger, v. D. M., N. & W., defective drainage.....	1897	113
Rodgers, G. W., Fort Dodge, v. M. & St. L., petition to drain excavation.....	1886	524
Shoppell, Henry, Mt. Union, v. B. & N. W., damage caused by.....	1883	654
Smith, E. J., North English, v. C., M. & St. P., improper drainage.....	1892	822
Terry, J. L., Martelle, v. C., M. & St. P., of watercourse.....	1892	740
Tibbets, D., Miles, et al., v. C., R. I. & P., drainage near Eldon.....	1895	125
Turner, James R., Wiota, v. C., R. I. & P., insufficient drain pipe.....	1891	790

OBSTRUCTION AND OVERFLOW—Continued—

	YEAR.	PAGE.
Wilcox, J. A., Saborn, v. C. M. & St. P., of watercourse.....	1893	230
Wright, W. H. H., Dunlap, v. C. & N.-W., insufficient drainage.....	1890	39
Yungclass, J. H., Duncombe, v. Ill. Cent., of highway.....	1885	845
Yungless, J. H., Webster City, v. Ill. Cent., defective culvert.....	1882	567
OFFICERS' SALARIES.....	1888	645
OMNIBUS PRIVILEGES.		
Anderson, P. G., & Son, Mason City, v. C. M. & St. P., discrimination in.....	1895	222
Close, George V., Iowa Falls, v. H. C. R. & N., et al., discrimination in.....	1894	768
Hackmen of Sioux City v. R'y Companies, discrimination in.....	1890	851
Smith, et al., Manila, v. C. M. & St. P., hotel runners at stations.....	1888	607
Stalker, J. W., Iowa Falls, v. Illinois Central, discrimination.....	1897	120
Thomassen, John G., Pella, v. C. R. I. & P., discrimination in.....	1890	903
Todd, J. B., Manila, v. C. M. & St. P., privileges of hotel runners at stations.....	1894	277
Van Houser, F. and C., Cedar Falls, v. Ill. Cent., discrimination in.....	1881	135

OPERATING EXPENSES.

Must be met by earnings.....	1886	178
Percentage of different classes of.....	1880	162

OPERATORS, TELEGRAPH, PETITION FOR—see Station.

ORDERS OF COMMISSIONERS, their nature should be specific, instead of advisory:

opinion by supreme court.....	1892	21, 39
-------------------------------	------	--------

OVER-CAPITALIZATION—see Watered Stock.

OVERCHARGE ON SAND—see Rates.

OVERCHARGE

Allen, D. P., Carroll, v. C. M. & St. P., et al., on car of junk.....	1889	1055
Amos, T. B., Essex, v. C. B. & Q., on calves.....	1887	732
Archer, W. F., Spencer, v. C. M. & St. P., refund ordered.....	1881	137
Arnold, J. M., Davis City, v. C. B. & Q., on posts.....	1888	731
Ayo, Rolf, Grundy Center, v. B. C. R. & N., on timothy seed.....	1895	234
Banks, J. A., Cooper, v. D. M. N. & W., on thresher engine for repairs.....	1892	834
Barber, Ed., Gildden, v. C. & N.-W., in rate on buggy.....	1884	49, 69
Barr, S. P., Eagle Grove, v. M. C. & Ft. D., on empty baskets.....	1887	654
Barrett & Son, Mount Vernon, v. C. & N.-W., on corn.....	1887	689
Bathe, G. E., Tuskego, v. C. B. & Q., on cars of hogs.....	1889	1054
Baxter, J. W., Lewis, v. C. R. I. & P., on live stock.....	1888	833
Beach, C. L., Stratton, Neb., v. M. & St. L., error in quoting rates.....	1886	612
Blanchard, D. A., Adel, v. C. & N.-W. et al., on wagons.....	1897	690
Blanchard, D. A., Adel, v. D. M. N. & W., on buggy, Interstate.....	1896	93
Borum, S. J., Des Moines, v. C. B. & Q. and D. M. N. & W., on billiard tables.....	1896	129
Bowers, Charles, Quincy, Ill., v. C. R. I. & P., on ticket.....	1892	843
Bunker & Hazard, Newell, v. Ill. Cent. et al., on agricultural feed steamer.....	1891	770
Bussard, J. & Co., Imogene, v. Wabash, refund of.....	1884	497
Breezley, W. H., Kelly, v. C. & N.-W. et al., refusal of joint rates.....	1892	846
Brent, L. H., Weston, v. C. & N.-W., erroneous classification.....	1882	531
Brockway, E. F., Alnsworth, v. C. R. I. & P., on live stock, etc.....	1898	683
Brown, C. M., Anamosa, v. B. C. R. & N. and C. M. & St. P., on heifer.....	1883	533
Brown, W. S., Manson, v. Ill. Cent., marked capacity of car.....	1895	61
Brown, J. G., Marshalltown, v. C. M. & St. P., on account of minimum weight.....	1887	718
Brown, L. A., of Jeffries & Brown, Davis City, v. C. B. & Q., on apples.....	1891	772
Canfield, Charles, Estherville, v. C. M. & St. P., on household goods.....	1883	667
Carpenter, D. J., Beloit, v. C. M. & St. P., on account of applying Interstate rates to state commerce.....	1890	849
Carpenter & Geunung, Independence, v. C. B. & Q., on horsepower.....	1889	905
Carroll, E. L., Adel, v. D. M. N. & W., on wheat.....	1881	133
Chambers, S. E., Corwith, v. C. R. I. & P., on wagon.....	1885	469
Clarke, O. J., Sibley, v. C. St. P., M. & O., on merchandise.....	1888	715
Cline & Bennett, Meriden, v. Ill. Cent., incorrect weight on lumber.....	1883	698
Cline, J., Reasner, v. C. R. I. & P., on live stock.....	1888	730
Cochran, Robert, Audubon, v. B. C. R. & N., on bull.....	1894	549
Codd, H. G. S., Westfield, v. C. & N.-W., on live stock.....	1894	560
Cole, J. L. & Son, Greene, v. B. C. R. & N., on wall paper.....	1884	524
Cooper, A. A., Dubuque, v. C. M. & St. P., on wagons.....	1881	138
Cooper, A. M., Tracy, v. C. B. & Q., on car of corn.....	1895	76

OVERCHARGE—Continued—

	YEAR.	PAGE.
Corwin, J. H., Dedham, v. B. C. R. & N. et al., on household goods.....	1889	1048
Costy, C. F., South English, v. C. R. I. & P., passenger fare.....	1879	25
Cox, J. R., Dexter, v. C. & N.-W. and C. R. I. & P., on threshing outfit.....	1892	845
Cunningham & Gray, Blencoe, v. C. & N.-W. et al., on fence posts.....	1889	1061
Crandall & Eyer, Webster City, v. Ill. Cent., on spring wagons.....	1881	132
Dammier, Wm., Newton, v. C. R. I. & P., refund of overcharge.....	1896	149
Darby, J. H., Belmond, v. C. M. & St. P., failure to apply joint rates on hogs.....	1893	203
Davis, J. E., Colo., v. C. M. & St. P., on household goods.....	1893	163
Denton, Robert, Iowa City, v. C. R. I. & P., on bull.....	1884	547
Des Moines Lined Oil Works v. Ill. Cent., charges on marked capacity of car.....	1885	218
Dickey, William G., Maxwell, v. C. St. P. & K. C., et al., on coal.....	1887	799
Downing, W. E., Selma, v. C. B. & K. C. et al., on lumber.....	1888	733
Dunlap, J. H., Clarinda, v. C. B. & Q., on wagon.....	1887	750
Dunlap, W. E., Alliance, Neb., v. C. M. & St. P., refund of bridge toll.....	1894	310
Earle, W. C., Waukon, v. C. M. & St. P., stock in Ames palace car.....	1888	834
Ellis, G. M., Emmetsburg, v. C. M. & St. P., on sully.....	1899	998
Ellyson, Zed, West Liberty, v. B. C. R. & N., on horse.....	1886	511
Ferguson, T. W., Dallas Center, v. C. R. I. & P., on roll of harness leather.....	1886	600
Fowler, L. M., Watkins, v. C. & N.-W., on light top buggy.....	1888	677
Freeman, P. M., Davis City, v. American Express Co., on two dogs.....	1892	854
Frizzell, Thomas, Malcolm, v. C. R. I. & P., on smoke stack.....	1892	853
Fuller, J. W., Kellerton, v. C. B. & Q., on hardware.....	1887	731
Garvin, William, Marcus, v. Ill. Cent., on horse power.....	1890	848
Garvin, William, Marcus, v. Ill. Cent., on corn.....	1894	236
Giant Coal Co., Des Moines, v. C. & N.-W., on coal.....	1885	604
Gibbs, E. H., Oskaloosa, v. C. B. & Q. and B. & Western, on merchandise.....	1885	519
Gilbert, H. A., Estherville, v. B. C. R. & N., on car of coal.....	1889	1090
Gillespie, J. T., Nevada, v. C. & N.-W., overweight on empty barrels.....	1889	906
Golden, O. M., Kellogg, v. C. R. I. & P., shipment of seeds.....	1888	732
Goodsell, L., Fergus Falls, Minn., v. B. C. R. & N., in passenger fare.....	1883	617
Griffin, E. A., Tekamah, Neb., v. C. M. & St. P., on household goods.....	1861	773
Griffin, Patrick, Grand River, v. H. & S., on car of corn.....	1888	680
Groneweg & Schoentgen, Council Bluffs, v. K. C. St. J. & O. B.....	1882, 553	1893
Guthrie, S. C., Webster City, v. Ill. Cent., on oil tank wagon.....	1888	745
Hale, W. O., Wellman, v. C. K. I. & P., on car of oats.....	1887	791
Hall, O. E., Glenwood, Neb., v. C. B. & Q., on bull.....	1884	544
Hadley, A. J., Delta, Col., v. C. R. I. & P. and D. & R. G., on household goods.....	1897	81
Hall, Truman, Bedford, v. C. M. & St. P. and C. B. & Q., on buggy.....	1896	65
Hamilton, J. M., Weida, Kan., v. C. B. & Q., on bull.....	1885	559
Hershey, Lumber Co., Muscatine, v. B. C. R. & N., on lumber, change of rates without notice.....	1883	565
Hersey, L. G., Earlville, v. Ill. Cent., on five cars of corn.....	1887	713
Hill, F. W., Maxwell, v. C. M. & St. P., on flour from Waterloo to Melbourne.....	1888	681
Hong, J. M., Maquoketa, v. C. M. & St. P., on car of ponies for state fair.....	1889	1063
Holmes, Jos., Marshalltown, v. C. & N.-W., on cars of apples.....	1891	757
Hoopes, T. J., Eugene, v. C. B. & Q., on household goods and lumber.....	1882	497
Hoyt, M. A. & Bro., Carroll, v. C. & N.-W.....	1879	28
Hughes, J. C., Norwalk, v. D. M. & K. C., on logs.....	1897	89
Hunna, A., Abingdon, v. C. R. I. & P., household goods, Interstate.....	1892	731
Hurlbut, L. E. et al., Fort Dodge, v. M. & St. L., on coal.....	1881	141
Hutchcroft & Co., Kossuth, v. B. C. B. & N., on slack coal.....	1889	1093
Igo, Lewis, Palmyra, v. C. & N.-W., on corn shipments.....	1887	691
Jackson, A., Tama City, v. U. P., on mixed car of live stock.....	1883	564
Japp, Gust., Escedale, v. C. R. I. & P. and C. & N.-W., on horse power.....	1889	1041
Jergens, Fred, Everly, v. C. M. & St. P., on household goods.....	1896	99
Jickling, William, Ira, v. C. G. W., on buggy.....	1894	239
Johnson, J. F., Paton, v. C. R. I. & P., on car of horses.....	1892	834
Johnson, J., Red Oak, v. Central Iowa, on live stock.....	1884, 519	1885
Johnston, A., Tingley, v. H. & S. et al., on coal.....	1888	678
Keefe, James, Ft. Dodge, v. M. & St. L., on coal.....	1889	1094
Keefe, James, Ft. Dodge, v. M. C. & Ft. D., on coal.....	1889	991
Kelley, J. W., Osceola, v. C. B. & Q., on lime.....	1889	17

OVERCHARGE—Continued—

	YEAR.	PAGE.	
Knowles, W. F., Sioux City, v. Ill. Cent., on light, bulky package.....	1882	450	
Knowles, W. H., James, v. American Express Co., on small package.....	1891	771	
Knowlton Mfg. Co., Rockford, Ill., v. C. M. & St. P., on implements.....	1885	547	
Kreutzer & Wassen, Marshalltown, v. C. & N.-W., on lumber.....	1881	1133	
Krueger, C. F., Des Moines, v. C. & N.-W., on household goods.....	1894	252	
LaGrange, J. H., Storm Lake, v. Ill. Cent., on junk to Chicago.....	1897	65	
Lane Implement Co., Red Oak, v. C. B. & Q., on short haul.....	1895	175	
Leech, James, Derby, v. C. B. & Q., on bob-sleds.....	1887	696	
Leeper, J. E. & Co., Pleasanton, v. C. B. & Q. et al., petition for refund.....	1889	1013	
Leimkuhler, F., Moscow, v. C. R. I. & P., on binding twine.....	1897	417	
Looker, J. K. M., Bonaparte, v. C. R. I. & P., emigrant movables.....	1891	835	
Lumms, W. D. F., Perry, v. C. & N.-W., on iron safe.....	1885	534	
Marshall, Ed., Casey, v. C. R. I. & P., on household goods.....	1894	293	
Mathews, E., Randall, v. B. C. R. & N., mixed car of live stock.....	1893	234	
McDonald & Co., D. H. & Co., Iowa City, v. B. C. R. & N., on dead hogs.....	1885	555	
McDonald, G. W., Dysart, v. B. C. R. & N., on merchandise.....	1884	519	
McGlorra, L. E., Larchwood, v. B. C. R. & N., traffic from point to point in Iowa, though passing outside the state in transit, is state commerce.....	1892	602	
McKay, F. D., Adel, v. D. M. N. & W., on coal.....	1897	115	
McKinley, Geo. F., St. Ansgar, v. B. C. R. & N., on household goods.....	1895	304	
Mende, S. K., Rockwell City, v. D. M. N. & W., on butter and eggs.....	1888	891	
Mende, S. K., Rockwell City, v. D. M. N. & W., on salt and other merchandise.....	1889, 900,	1002	
Miller, H. C., Corydon, v. H. & S., on car of corn.....	1887	706	
Miller, John, Waukon, v. C. M. & St. P., on broom corn.....	1892	830	
Moore & Gill, Kansas City, v. K. C. St. J. & C. B., on car of merchandise.....	1888	676	
Moore, N., Van Meter, v. C. R. I. & P., on wheat to Chicago.....	1897	55	
Moran & McManus, Adair, v. C. R. I. & P., on merchandise.....	1895	550	
Morris, Daniel, Lawn Hill, v. C. & N.-W., minimum carload.....	1892	459	
Murray, George P., Wiota, v. C. M. & St. P., on emigrant movables.....	1891	773	
Nichols, Pliny, West Liberty, v. C. R. I. & P., on stock for fairs.....	1881, 141;	1884	507
Nicholson, H., Maple River Junction, v. C. & N.-W., on emigrant movables.....	1888	710	
Norton, C. W., Durant, v. C. R. I. & P. and C. M. & St. P., on live stock.....	1884	520	
Nye, J. P., Essex, v. C. B. & Q., on corn.....	1883	724	
Nye & Bourne, Grundy Center, v. B. C. R. & N., excessive rates.....	1883	733	
Ormsby, A. L., Emmetsburg, v. B. C. R. & N., on carriage, Interstate.....	1896	99	
Owens, A., Carlisle, v. C. B. & Q., excessive freight charges.....	1894	843	
Persons, B. D., Blencoe, v. C. & N.-W. et al., on car of posts.....	1891	1053	
Preston, F. B., Adel, v. D. M. N. & W., on empty egg cases.....	1891	769	
Radwich, S., Davis City, v. C. B. & Q., passenger fare.....	1888	750	
Reasoner, Mrs. B. M., Reasoner, v. C. R. I. & P., on live stock.....	1889	1066	
Redhead, George S., Des Moines, v. D. M. & K. C., on young bulls.....	1896	96	
Reinberger & Schroeder, Des Moines, v. C. & N.-W., on furniture, K. D.....	1886	514	
Renken & Tammen, Parkersburg, v. Ill. Cent., on brick in carloads.....	1883	691	
Ribern, Thomas, New Albin, v. C. M. & St. P. and B. C. R. & N., on bull.....	1884	532	
Riseley, T. E. D., Shenandoah, v. C. B. & Q., on horses, lack of joint rates.....	1893	150	
Ritchie, W. S. & Son, Muscatine, v. B. C. R. & N. et al., on car of oats.....	1895	588	
Rippy Coal Co., Rippey, v. C. M. & St. P., on coal.....	1895	1016	
Roberts, J. & Co., Columbus, Neb., v. C. B. & Q., on shelled corn.....	1884	547	
Rogers, Warren, Marathon, v. C. & N.-W., on emigrant movables.....	1888	722	
Rosegrant, S. C., Galva, v. C. & N.-W., on oil meal.....	1885	511	
Rosenberg, Isaac, Traer, v. B. C. R. & N., on merchandise.....	1884	503	
Saucer, W. H., Ackley, v. Ill. Cent., on marble.....	1883	689	
Schneck, Walter, Burlington, v. C. M. & St. P., on passenger ticket.....	1895	525	
Shearer, F. W., Ida Grove, v. C. & N.-W., on telephone poles.....	1884	587	
Sheldon, H. C., Tingley, v. C. B. & Q., minimum weight on sheep.....	1895	301	
Shultz, H. E., Dows, v. B. C. R. & N., on show case.....	1884	532	
Smith, E. H., Dubuque, v. Ill. Cent. et al., on goods for state fair.....	1884	540	
Smith, H. O., New Hartford, v. Ill. Cent., on household goods.....	1884	505	
Smith, H. D., Monticello, v. C. M. & St. P., on feed.....	1882	563	
Smith, H. D., Monticello, v. Ill. Cent. et al., joint rates refused.....	1891	762	
Smith, S. et al., New Market, v. St. L., K. & N. W., on household goods.....	1888	508	

OVERCHARGE—Continued—

	YEAR.	PAGE.	
Smith & Shaul, Quimby, v. K. C. St. J. & C. B., on car of apples.....	1890	860	
Stallin, John, Missouri Valley, v. Wabash, on stone.....	1884	408	
Steer, William M., West Branch, v. B. C. R. & N. R'y Co., on coal.....	1884	391	
Steeves, J. C., Page Center, v. H. & S. and C. B. & Q., joint rates refused.....	1892	852	
Tasker, Thomas G., Onslow, v. C. & N.-W., on corn.....	1887	738	
Tasker, K. S., Onslow, v. O. M. & St. P., on corn to Chicago.....	1890	131	
Taylor, H. L., East Peru, v. C. B. & Q. et al., on emigrant movables.....	1893, 211,	223	
Teal, C., Ocheydian, v. B. C. R. & N., on general merchandise.....	1885	549	
Thomas, A. E., Des Moines, v. C. B. & Q., on cow.....	1887	781	
Tuttle, L., Lawrence, Kan., v. M. & St. L., on hay.....	1885	498	
Verse, F. W., Des Moines, v. M. & St. L., on agricultural implements.....	1884	545	
Voss, Fred, Logan, v. C. & N.-W., on live stock.....	1889	1059	
Wagner, Phil., Des Moines, v. C. & N.-W., on emigrant movables.....	1891	750	
Watson, Mrs., Sioux City, v. K. C. St. J. & C. B. et al., on house hold goods.....	1883	609	
Watson, J. A., Hull, v. O. M. & St. P., on emigrant movables, interstate.....	1906	162	
Webb, Henry, Kew, v. C. B. & Q., exorbitant rates.....	1883	626	
Weir, H. C., Mt. Pleasant, v. C. B. & Q., on live stock by weight.....	1889	1019	
Weir, R. H., Winthrop, Dak., v. B. C. R. & N., on household goods.....	1885	363	
Williams Imp. Co., Dubuque, v. B. C. R. & N., goods not shipped O. B.....	1894	628	
Williams, R. H., Keb, v. C. B. & Q., on house.....	1897	95	
Wilson, J. C., Harper, v. C. R. I. & P., on carriage.....	1892	544	
Wilson, E. L., Truro, v. C. G. W., on buggy.....	1896	117	
Wiss Bros., Alta, v. Ill. Cent., on live stock prior to acceptance of commissioners' rates and pending injunction proceedings.....	1894	282	
Wiswell, E. R., Rolfe, v. C. & N.-W., on hay.....	1888	718	
Witham, J. W., Des Moines, v. D. M. & K. C., in passenger fare.....	1892	849	
Wright, W. T., Oskaloosa, v. C. & N.-W. et al., on passenger ticket.....	1887	732	
Yaggy, E. H., Audubon, v. B. C. R. & N., on emigrant movables.....	1885	383	
Yocum, A. et al., Van Cleve, v. C. St. P. & K. C., tickets to state fair.....	1880	1001	
Young, Charles, Taintor, v. Iowa Cent., on emigrant movables.....	1891	756	
Zager, H. A., Ottumwa, v. C. B. & K. C., on whiskey.....	1884	598	
OVERCHARGE, refunded in case of violation of long and short haul clause.....	1894	579	
OVER-CROSSINGS—see Crossing.			
OVERFLOW—see Drainage, Damages, Obstruction.			
OWNERSHIP AND CONTROL OF RAILROADS BY GOVERNMENT—see Government.			
OWNER'S RISK.			
Contract exempting common carrier from liability not authorized by law.....	1882	415	
Law concerning.....	1884, 828;	1892	831
COMPLAINTS CONCERNING.			
Campbell, Daniel, Blencoe, v. S. C. & P. and C. & N.-W., damages.....	1882	465	
Crawford, W. H., Hampton, v. Iowa Cent., on bulk flaxseed.....	1881	138	
Erickson, C. A., Mesery, v. M. C. & Ft. D., released shipments.....	1892	831	
Shanks & Coats, West Mitchell, v. C. B. & Q. et al.....	1883	553	
Walton, Charles, Paton, v. C. R. I. & P., damages for breakage.....	1890	878	
Williams Imp. Co., Dubuque, v. B. C. R. & N., carrier's liability unaffected.....	1884	628	
Williams, W. L., Corning, v. C. B. & Q., in shipments of dairy products.....	1893	810	

PALACE STOCK CARE.

Fields & Bro., W. M., Cedar Falls, v. all lines, extra charge for..... 1892 830

PASSENGERS CARRIED ON FREIGHT TRAINS—see Train Service.

PASSENGER FARES.

Discussed at national convention of commissioners.....	1891	30, 35	
In New York.....	1878	83	
Reduction of discussed.....	1887, 475;	1890	42
With reference to improved condition of roads.....	1891	25	
Ten cents extra on failure to purchase ticket. See also, Ejection from Train.....	1891	790	
COMPLAINTS CONCERNING.			
Armour, Volney, Livermore, v. M. & St. L., extra fare paid on train.....	1892	835	
Baker, T. M., Cumming, v. O. G. W., excessive passenger fare.....	1894	235	
Bradford, W. E., Britt, v. C. M. & St. P., excessive passenger rates.....	1893	712	
Cosby, O. F., South English, v. C. R. I. & P., excessive.....	1879	37	
Carl, C. E., Bloomfield, v. C. B. & Q., advertised excursion rates refused.....	1893	537	

PASSENGER FARES—Continued—	YEAR.	PAGE.
Cade, R. C., Carroll, v. C. & N.-W., on railway ticket.....	1897	49
Dammier, William, Newton, v. C. R. I. & P., not part of freight charges.....	1896	149
Danner, W. W., Des Moines, for Hollies Association, camp meeting rates, 1894, 1895.....	1896	193
Day, Homer, Blythedale, Mo., v. C. B. & Q., fare paid on train.....	1892	332
Frazier, J. S., Nevada, v. C. & N.-W., overcharge on account of longest route.....	1897	121
Harris, A., Avoca, v. C. R. I. & P., overcharge in.....	1851	127
Herring, I., Des Moines, v. C. St. P. & K. C.....	1892	250
Howard, E. A., Fairfield, v. C., St. P., M. & O., fare paid on train.....	1892	261
Iowa Leather and Saddlery Co., Des Moines, v. O. & St. L., inquiry.....	1897	110
Ives, C. J., v. B., C. R. & N., reduced rates to Y. M. C. A. secretaries.....	1892	254
Leeds Improvement Co. v. Ill. Cent., five-cent fare to Leeds.....	1839	1086
Lindeman, M., Epworth, v. Ill. Cent., can companies be compelled to issue com- mutation tickets.....	1897	80
Madison, E. P., Ottumwa, v. C. B. & Q., stop-over checks.....	1850	78
Poolman, D. A., Des Moines, v. C. B. & Q., extra fare paid on train.....	1891	835
Springer, A., Prairie City, v. C. R. I. & P., refusal to redeem tickets.....	1885	580
Stevenson, E. C., Rockwell City, v. D. M. N. & W., discrimination.....	1895	283
Stewart, A. D., Yale, v. C. M. & St. P., petition for refund of excess.....	1893	229
Tracey, L. D., Des Moines, letter concerning excess paid on train.....	1879	21
White, D. F., Grinnell, v. C. R. I. & P., 10 cents extra paid on train.....	1895	251
Witham, J. W., Spirit Lake, v. B., C. R. & N., excessive.....	1886	573
PASSENGERS TO SHIPPERS OF LIVE STOCK.....	1883	649
PATRONAGE FOR HOTEL, SOLICITATION OF—see Omnibus Privileges.		
PAVING, carriers must pave between and one foot outside of rails in streets.....	1884	77
PENALTIES, for failure to apply commissioners' rates, agreement concerning.....	1889	35
PERCENTAGE OF IOWA TONNAGE—see Tonnage.		
PERCENTAGES TO SHORT LINES..... 1878, 15; 1879, 65-69; 1883, 737; 1893.....		33
PERISHABLE PROPERTY, DELAY IN HANDLING—see Damages.		
PERKINS, C. E., president C. B. & Q., letter of, on long and short haul.....	1886	487
Letter of, adopting commissioners' rates.....	1889	29
PERSONAL INJURY.		
Frizer, James, Paulina, v. C. & N.-W., thrown out of buggy.....	1884	521
Hill, Enoch, Mitchellville, v. C. R. I. & P., mail pouch thrown from train.....	1896	130
Martin, F. A., Washington, v. C. R. I. & P.....	1882	531
Reid, Chas., Wessington, v. B., C. R. & N., damages on account of.....	1883	579
Stephens, U. W., Woodward, v. C. M. & St. P., in caboose in collision.....	1888	715
Stringham, Alonzo, Kellerton, v. C. B. & Q., damages for.....	1895	232
PLATFORMS, height of at stations.....	1889	1071
PLATFORMS AT RAILROAD CROSSINGS—see Joint Stations.		
POLITICAL SITUATION IN IOWA DISCUSSED.....	1888	44-45
POOLS AND POOLING.		
Discussion of..... 1878, 48; 1879, 69; 1883, 48; 1889, 42, 56; 1894.....		261
Discussion of, in national convention of commissioners.....	1894	261
Effect of, on trade and commerce.....	1886	55
Fallure of, as a method of controlling rates.....	1896	57, 58
Forbidden by law.....	1883	648
Legality of.....	1887	39
Paper on, by Peter A. Dey.....	1894	363
Pooling contracts, sanctions for.....	1887	42
"Popular and Legal View, Concerning," Judge Cooley.....	1886	34
Potter, T. J., letter on.....	1883	647
POSTING OF TARIFFS—see Tariffs.		
POWER OF COMMISSIONERS—see Authority; also, Commissioners.		
PREPAID CHARGES—see Charges, Rates, Prepayment; also, Freight Charges.		
PREPAYMENT OF CHARGES.		
Conesville, Carpenter, C. O., of, v. B., C. R. & N., guaranty of charges on perish- able freight.....	1886	40
Doyle, Charles T., Panora, v. C. & N.-W., on household goods.....	1883	638
Prepayment, no discrimination allowable. (Diamond Jo case).....	1889	1074
PRESENT CASH VALUE—see Value.		
PRIVATE CLAIMS—see, also, Damages.		
Commissioners no authority to collect.....	1889	1082

PRIVATE SIDE TRACKS—see Side Tracks.			PAGE.	YEAR.
PROCEDURE before railroad commissioners.....			1892	21-29
PROPORTION OF EARNINGS TO SHORT LINES—see Percentage to Short Lines.				
PRO-RATING DISCUSSED IN RE MERRILL V. K. & W.....			1888	739
In Iowa, discussed.....			1884	6
For "feeding" lines.....			1879	65
PROSPERITY OF ROADS.....			1891	4
PROTECTION FROM CROSSINGS—see Crossing.				
PUBLIC WAREHOUSES—see Warehouses, public.				
PUBLICITY OF RAILROAD MATTERS DESTROYABLE.....			1878	71
PURDY, W. G., vice-pres. C. R. I. & P., earnings discussed by.....			1889	8
Letter of, on cash value of railroads.....			1888	42-43
QUOTATION OF RATES BY AGENTS BINDS CARRIERS—see Rates.				
RAILROAD QUESTION.				
Address by Thomas M. Cooley.....			1891	29
Anderson, Commissioner, Paper on, by.....			1883	52
Discussion of.....			1884	4-39
In its relation to accounts and statistics of companies.....			1893	407
Origin and Problem of, Adams.....			1881	81
Spencer Smith, Commissioner, on.....			1880	21
RAILROAD SITUATION IN THE WEST. Paper by Gen. G. M. Dodge.....			1888	39
RAILROADS.				
Abandonment of road and taking up track—see Abandonment of Road.				
Are public highways.....			1881, 77; 1885	54
Classification of, "A," "B," "C".....			1881	85
Crossing railroad, failure to stop at—see Crossing Stops.				
Elevation of—see Topographical Discussion.				
History of—see, also, History.....			1880	229
In hands of receivers—see Receivers.				
In the West, Situation of, General Dodge.....			1888	39
Laws—see Laws Relating to Railroads.				
Legislation concerning—see Legislation.				
Owneership or control by government—see Government.				
Present cash value of, letters concerning, etc.....			1887, 131-147; 1888	661
Progress of railroad building discussed.....			1881	77
Stockholders and public equally interested in prosperity of.....			1886	54
Their Origin and Problems, Adams.....			1881	81
Their relation to the territory they were built to serve.....			1886	50, 53
When in private business, cannot discriminate in favor of themselves.....			1889	1046
RAILROAD COMMISSIONERS.				
Additional powers of, discussed—see, also, Commissioners, authority of.....			1885	86
Authority of, discussion concerning law granting additional power to.....			1884	42, 81
Conference of—see Commissioners.				
Convention of.....			1881	164
Discussion of, by Judge Cooley.....			1885	45
List of Iowa commissioners—see Commissioners.				
Law, discussed.....			1885	30
Made elective.....			1889	25
National convention of, at Columbus—see, also, Commissioners.....			1878	73-74
Report to the Quillom committee on interstate commerce.....			1885	33
RATES, FREIGHT—see Passenger Fares.				
Adoption of commissioners' rates by railroads, February, 1889.....			1889	29-30
Agreement of companies to adopt commissioners' schedule.....			1889	35
Application by Iowa trunk lines for advance in.....			1894	184
based solely on comparison with rates in other states.....			1894	193
As between through lines and local lines, percentages.....			1889	35
Authority of commissioners to make, under law of 1878.....			1889	25
Car load rates on mixed cars of linseed and carbon oils.....			1892	84
Carriers no ground for complaint at reduction of by public authority to the average it voluntarily accepts. Int. Com. Com'n.....			1891	10

RATES, FREIGHT—Continued—

	YEAR	PAGE
Carriers using class A rates on interstate business cannot plead for class B locally, when such rates discriminate against Iowa. <i>B, C, R. & N.</i>	1890	871
Cerro Gordo and Ida counties, citizens of, petition of, to reduce.....	1895	220
Coal, ice, etc., for less than five miles.....	1890, 903-922; 1891	729
Coal, petition for advance in for 200 miles and upwards.....	1892	701
Coal, protest of operators against advance in.....	1894	191
Coal, schedule in 1889.....	1880	28, 37
Coal, schedule suggested by Governor Larrabee in Glenwood case.....	1887	633
Commissioners', apply on shipments from point to point in Iowa, though passing outside in transit.....	1892	38, 39
Commissioners', criticised by W. G. Purdy, vice-president C. R. I. & P.....	1888	41, 43
Commissioners', effect of on purely local roads.....	1891	13, 14
Commissioners', effect on Iowa business.....	1891, 9-16; 1894	215
Commissioners', intended to afford relief to business interests of state and give reasonable compensation for service.....	1888	35
Commissioners' original schedule, higher than voluntary by carriers.....	1888	38
Commissioners', promulgated under law of 1888.....	1888, 39; 1890	933
Commissioners', proven satisfactory.....	1892	25
Commissioners', reasonable maximum a check on rate wars.....	1891	4
Commissioners' schedule, applies to shipments beginning and ending in Iowa, though passing outside in transit.....	1895	316
Commissioners' schedule, effect of as applied to C. R. I. & P. local traffic.....	1888	764
Commissioners' schedule, in Dubuque shippers' case.....	1888	793
Commissioners' schedule, effect of as applied to C. B. & Q. traffic in Iowa.....	1888	816, 817
Commissioners', what was taken into consideration in fixing.....	1888	35
Commissions paid for business evidence of, too high. <i>Int. Com. Com'n.</i>	1891	10
Commodity, to manufacturers in Iowa impracticable to grant.....	1894	199
Comparison the proper method of judging a tariff.....	1888, 764-794-815; 1884	191
Comparison of, in Wisconsin, Minnesota, Missouri, Indiana, Illinois, Ohio and Michigan, with Iowa distance tariff.....	1888, 757, 785, 801; 1894	193
Comparison of between Chicago and Iowa points, and Davenport, Dubuque and Burlington and Iowa points for same distances.....	1888, 782, 790, 805, 812	
Comparative table of, for distances five miles to 450 miles.....	1879	10, 12
Competition in, or equality of.....	1886	3
Complaints of, usually from non-competitive points.....	1882	50
Conspiracy concerning, charge of not sustained.....	1888	706
Corn, from point to point in Iowa unreasonable.....	1886	54
Crosby, G. H., freight auditor C. R. I. & P., concerning effect of.....	1888	45
Cutting, effect of on revenue—see also <i>Rate Wars</i>	1891	4
Cut rates or rebates, burden of borne by public instead of carriers.....	1891	10
Davenport shippers' complaint.....	1888	768
Decrease of.....	1880	173
Differential.....	1882	32
Disastrous effect of, lack of uniformity in.....	1882	48
Discussed in "Railroad Question"—see <i>Railroad Question</i> , Discussed.....	1879, 65, 65, 70; 1881	6
Discussion of, by President Perkins of C. B. & Q.....	1884	10
Discussed at national convention of commissioners.....	1891	30-35
Discrimination between stations and shippers.....	1883	61
Discrimination in, against localities.....	1885	44
Discrimination in, just and unjust.....	1880	179
Discrimination in, evil effects of.....	1883	55
Discrimination in to Iowa jobbing centers.....	1882	83
Distances for over 400 miles.....	1889	1103
Earned, distribution of, among expenses.....	1895	54
Earnings in Iowa under commissioners'.....	1891	13
Effect of adoption of class A on roads entitled to a 20 per cent higher.....	1891	14
Elevators favored in.....	1883	62
Express, discussed.....	1897	8
Farm products discussed.....	1884	30
Fixed by board, contested in the courts, discussion of.....	1888	35
Flexibility of, desirable.....	1886	59

RATES, FREIGHT—Continued—

	YEAR	PAGE
Fluctuation of.....	1885	43
General discussion of in reference to wholesalers and retailers.....	1881	71
Gradual reduction of, comparative tables of.....	1881, 7, 10-51	
Grain and other products in Iowa, rates on discussed.....	1884	7-13
High.....	1883	92
How may just rates be determined? etc.....	1893	401, 404
Increase of.....	1878	59
In Iowa on corn, oats and stock, compared by years.....	1884	31
Iowa, railroads receive full amount of allowed by schedule.....	1894	196
Iowa rates, supreme court's opinion on, in Barris case, discussed.....	1897	9
Illinois, rates fixed by commissioners not actually charged.....	1894	195
Illinois, rates based on mileage percentage of through rates or arbitraries.....	1894	196
Inter-state on corn, voluntary reduction of by Iowa lines.....	1884	12
Interstate, regulation of by state authority not authorized.....	1882	28
Interstate, discriminating against Iowa points.....	1888	700
Jobbers and retailers equal.....	1884	69
Jobbers, withdrawn by railroad companies.....	1884	70
Largest immediate returns not necessarily most profitable.....	1883	41
Law granting power to fix, § 24, literal copy of Illinois law.....	1888, 31; 1894	205
Law cannot be construed away by commissioners.....	1894	190
Laws of surrounding states, provisions of regarding.....	1893	vii
Legislation recommended.....	1889	42
Litigation concerning.....	1889	30
Live stock in palace cars—see <i>Palace Stock Cars</i> , Live stock, in less than car loads, requirement of company for attendants, etc.....	1894	347
Local, conference between commissioners and railroad officials.....	1879	9
Logs in Indiana and Illinois compared with log rates in Iowa.....	1891	786
Logs should be the same as elm wood, opinion by President C. J. Ives.....	1891	786
Logs compared with rates on manufactured lumber.....	1891	786
Losses by competitive made up at non-competitive Lower, than published tariff, accepted by carrier, conclusive evidence that published rates are unreasonably high. <i>Int. Com. Com'n.</i>	1882	49
Low rates in dull seasons, no criterion for establishment of new schedule.....	1889	1005
Manufacturers in Iowa should have low on raw material.....	1882	35-45
Maximum in Iowa higher than in Illinois.....	1882	28
Maximum and minimum, discussion of.....	1885	53
May legitimately be reduced to average of what is received for railroad service, including that done free or at reduced rates. <i>Int. Com. Com'n.</i>	1891	11
Mileage on cars furnished by shippers, acts as rebate (Schoonmaker).....	1891	30
Misquoted by agents—see <i>Liability</i> , Nebraska, Justice Brewer's opinion of rates in.....	1894	198
Nebraska, not correct basis of comparison with Iowa.....	1894	198
On branch lines, not determined by cost of service thereon.....	1883	45
Overcharge accruing during injunction against commissioners' rates.....	1894	282
Per cent of increase of in tariff of May 10, 1888, over Illinois rate.....	1888	752-753
Percentage of Iowa local to through, on C. B. & Q.....	1888	817
Percentage of through rates effective in Illinois, but not in Iowa.....	1895	vii
Percentages of, allowed to short lines on through business.....	1879	65
Per ton per mile compared, 1868 to 1881, for 300 miles.....	1881	8
Per ton per mile from Chicago to Iowa points compared with Iowa rates.....	1880	1090
Per ton per mile.....	1884	29
Petition of Cerro Gordo and Ida counties for reduction in Posting of—see <i>Tariffs</i> , Population and earnings per mile in various states.....	1895	x, 220
Power of legislature to delegate power to fix discussed.....	1889	35-36
Procedure followed.....	1892	25
Producer forgotten in fixing.....	1882	49-50
Proportion of through should not be higher than local.....	1894	515
Pro-rating per mile as a rate-making basis.....	1879	69
Pro-rate percentage.....	1894	190
Pro-rate percentage not permitted west of Mississippi river.....	1894, 197, 198; 1895	vii
Publicity of tends to prevent abuses.....	1883	34-51

RATES, FREIGHT—Continued—	YEAR, PAGE.
Publicity of, good results from.....	1891 4
Reasonable, discussion of.....	1896 29
Reasonableness and stability of, the first requirement.....	1892 49
Reasonable, discussed, paper by Commissioner Fleming, Kentucky.....	1891 218
Reasonable, discussed by Judge Brewer.....	1894 218
Reasonable, decision of Minnesota supreme court, affecting.....	1897 302
Reasonableness of, experiment the only test—Judge Brewer's decision.....	1899 22-34
Reasonable, defined by Interstate commerce commission.....	1891, 10; 1894 218
Reasonable, defined by Judge Brewer.....	1894 218, 219
Reasonable, defined by Iowa commissioners.....	1894 221
Reasonable, value of railroad property an element in determining.....	1894 221, 227
Reasonable, discussed.....	1892 45
Reasonable, report of committee on, at national convention of.....	1893 490
Reduced on several carloads.....	1890 182
Reduction in by railway companies.....	1890 24
Reduction of on grain.....	1894 9-12
Reduction, 80 per cent in local, by Illinois railroad commission.....	1892 86
Reduction of not always followed by reduction of gross or net revenue—Judge Brewer's decision.....	1889 34
Relation of to business depression and market price of article hauled.....	1894 9-8
Request by commission for temporary reduction of corn rates in Iowa on account of partial failure of corn crop.....	1893 619
Retail and wholesale—see <i>Carload Rates</i> .	
Review of rate hearing in 1894.....	1895 5
Revised on request of railroads for 900 miles.....	1893 95
Ripley, E. P., testimony of concerning effect on C., B. & Q. revenue.....	1888 817
Sand case, Barris v. C., B. & Q., maximum rates.....	1897 9
Schedule of adopted in Davenport, Dubuque and Burlington rate cases.....	1888, 751, 773, 797
Schedule of proposed by Commissioner Doy in 1894 case.....	1894 282
Schedule of—see <i>Schedule of Rates</i> .	
Should share prosperity and adversity of locality.....	1878 49
Should sympathize with circumstances and conditions of the people.....	1886 54
Should they be "what the traffic will bear?".....	1883 92
Special to favored shippers.....	1885 43
Stability of desirable.....	1885 43
Statute concerning cannot be construed away by commission.....	1894 199
Success of commissioners' rates due in part to absence of rate wars.....	1891 11
Switching in Des Moines street railroad case—see also <i>Switching</i>	1892 790
Tariff not always evidence of actual rates charged— <i>Int. Com. Com'n.</i>	1891 10
Tariff of 1879 a result of conference.....	1879 9-14
Temporary injunction by Judge Brewer.....	1888 36
Territorial assignment in.....	1882 51
Their alleged effect requiring reduction in number of employes.....	1891 17
Through, too low; local, too high.....	1878 49
Through and local compared.....	1881 10
Through rates as related to local.....	1882 27
Uniformity in desired.....	1878 49
United States and Austria-Hungary compared.....	1881 10
Via shortest route, shipper entitled to.....	1891 773
Voluntarily charged by carriers fix the maximum that can be claimed from the public— <i>Int. Com. Com'n.</i>	1891 10
When lowered, can be raised with difficulty.....	1886 54
When quoted by agents, carriers are bound by.....	1886 609
Which induce largest volume of business at reasonable return for services rendered, most profitable to carriers and the public.....	1883 41
Wholesale and retail.....	1880 189
Wholesale and retail features of transportation problem.....	1884 71
Wholesale and retail justified.....	1873 20
With reference to improved condition of roads, discussed.....	1891 25
COMPLAINTS CONCERNING.	
Armstrong, D. & Co., Farley, v. E'y Co., discrimination in.....	1879 15
Baker Wire Co., Des Moines, v. Various E'ys, petition for equalization of.....	1887 714

RATES, FREIGHT—Continued—	YEAR, PAGE.
Barber, Ed., Giddlen, v. C. & N.-W., excessive, on buggy.....	1884 49-50
Barrett, J. E. & Son, Mt. Vernon, v. C. & N.-W., discrimination in, on flour.....	1886 482
Besley, L. C., Council Bluffs, v. C., B. & Q., for restoration of sand rates.....	1893 247
Boles, Horace, governor, v. B. O. E. & N., petition for reduced on round trip shipments of stock cattle.....	1893 246
Brazil Coal Co., Chicago, v. C., M. & St. P., on coal, refusal to apply Iowa rates as proportion of through rate.....	1895 185
Burlington, B. F. & Co., Red Oak, v. C., B. & Q., excessive on wheat.....	1879 30
Burlington, shippers of, v. C., B. & Q. et al., extortionate of May 10, 1888.....	1888 797
Butler, Wm., Clarinda, v. Wabash, against grain loaded from wagons.....	1883 711
Cade, H., Lenox, attendant with live stock shipments, L. C. L.....	1894 347
Cerro Gordo and Ida counties, petition of citizens of, for lower freight rates.....	1895 2
Chamberlain & Co., Winthrop, v. Ill. Cent., on flour.....	1887 61
Chase & Co., Red Oak, v. C., B. & Q., excessive on wheat.....	1879 31
C., St. P. & K. C., ruling on reduced rates for seed grain.....	1-92 838
Coal Exchange, Boone, v. C. & N.-W., discrimination on coal.....	1884 559
Coker, Henry, and board of trade, Council Bluffs, v. C., R. I. & P., extortionate on coal, and discrimination.....	1888 834
Cole, J. S. & Son, Greene, v. B., C. R. & N., proportion of through rates should not be higher than local.....	1884 524
Conaway, J. A., Charlton, v. C., B. & Q., on excess of ten head of live stock.....	1896 102
Council Bluffs board of trade, v. C. & N.-W., O. & St. L., K. C., St. J. & C. B., unreasonable and discriminative, petition for adoption of commissioners' schedule.....	1889 1051
Crystal Mill Co., Council Bluffs, v. K. C., St. J. & C. B., on flour.....	1883 718
Daugherty, J. F., Sup'r, Keokuk, v. St. L., K. & N.-W., excessive on coal.....	1885 217
Davenport, shippers of, v. various railways, extortionate of May 10, 1888.....	1888 753
Davenport shippers, petition for revision of, on B., C. R. & N., on basis of interstate rates.....	1889 1084, 1087
Davenport, shippers of, v. B., C. R. & N. et al., petition for establishment of class A rates.....	1890 1022, 1017
Dennis, J. B., Traer, v. B., C. R. & N., excessive on merchandise.....	1884 685
D. M. N. & W., on hay, petition of, for an advance in.....	1893 168
Dickey, Wm. G., Maxwell, v. J., M. & St. P. et al., on coal.....	1887 770
Dickey, Wm. G., Maxwell, v. C., M. & St. P. et al., unreasonable on coal.....	1888 675
Donahue, Robert, Burlington, v. railway companies, on iron.....	1894 327
Doolittle, M. B., Cresco, v. C., M. & St. P., discriminative on hay.....	1888 711
Dorn, A. A., Neola, v. C., R. I. & P., excessive on hogs to Omaha.....	1888 670
Downs, J. O., Albia, v. C., B. & Q., discrimination in lumber rates.....	1879 84
Dubuque, citizens of, v. C., M. & St. P., extortionate.....	1881 144
Dubuque, shippers of, v. C., M. & St. P. et al., extortionate of May 10, 1888.....	1888 753
Ellyson, Zed, West Liberty, v. B., C. R. & N., on horse.....	1886 511
Express companies, law concerning rates.....	1896 12
Fassett & Hanson, Stanton, v. C., B. & Q., on cattle.....	1879 35
Fleming, W. J., McGregor, v. C., M. & St. P., excessive on lumber.....	1889 7
Foster, Suel, Muscatine, v. B., C. R. & N., on small and large shipments, long and short hauls.....	1885 557
Fowler company, The, Waterloo, v. Ill. Cent., discrimination in, on apples.....	1883 484
Gasper Bros., Kingsley, v. C. & N.-W., extortionate local in Iowa.....	1888 692
Groneweg & Schoentgen, Council Bluffs, v. K. C., St. J. & C. B., excessive.....	1882 533
Groneweg & Schoentgen, Council Bluffs, v. K. C., St. J. & C. B., unreasonable.....	1883 604
Harris, H. P., Des Moines, v. C., R. I. & P., excessive on wood.....	1884 506
Hay rates, Rodgers et al., Britt, petition for reduction.....	1890 27
Haver, J. & Co., Tingley, v. C., R. & Q., exorbitant, on corn to Chicago.....	1888 741
Heaton Fuel Co., Council Bluffs, v. C., R. I. & P., excessive on coal.....	1888 703
Hemmingway, M., Hampton, attendant with L. C. L. live stock.....	1894 347
Hershey Lumber Co., Muscatine, v. B., C. R. & N., change without notice.....	1883 565
Hewett, S. M., Hamburg, v. K. C., St. J. & C. B. et al., excessive rates.....	1882 536
Hill, John N., Ft. Dodge, v. M. & St. L., discrimination in.....	1882 557
Hogaboom, S. R., Creston, v. C., B. & Q., higher for short than for long hauls.....	1896 229
Huntington, W. A., Calmus, v. C. & N.-W., extortionate on coal.....	1883 693
Huse, S. E., Coon Rapids, v. C., M. & St. P., excessive, short coal haul.....	1887 722

RATES, FREIGHT—Continued—	YEAR.	PAGE.
Dissenting opinion by Commissioner Dey	1887	723
Iowa Central, application for increase, on live stock	1894	347
Iowa State Jobbers' and Manufacturers' association v. Iowa trunk lines, petition for restoration of former	1885	536
Iowa State Jobbers' and Manufacturers' association v. Iowa trunk lines, petition for reduction in Iowa rates to correspond with reduction in Interstate rates	1894	286
Iowa trunk lines, petition of, for advance in low rates	1891	184
Ives, C. D., general freight agent B. C. R. & N., as special committee Western Freight association, application for withdrawal of stock cattle rates	1891	728
Jameson, Leon, Adel, inquiry of, concerning right of large and small shippers to	1889	837
Judd, A. T., et al., v. Various Lines, excessive, on breeding animals	1884	496
Kanau, Sprengle, Imogene, v. Wabash, on corn to Chicago	1883	704
Keefe, James, Fr. Dodge, v. M. & St. L., unreasonable on coal	1889	1094
Kingsley, citizens of, v. C. & N.-W., excessive	1888	696
Laird Implement Co., Red Oak, v. C., B. & Q., higher charge for short than for long distances	1895	175
Larrabee, Gov. William, v. C., B. & Q., discrimination in, on coal	1887	624, 670
Lehigh, citizens of, v. Crooked Creek Railway company, unreasonable	1878	28
Lighthall, B., Alden, v. Ill. Cent., discrimination in	1883	564
Manatry, J. P., Fairfield, v. C., B. & Q., on live stock, L. C. L.; passenger fare for attendant accompanying not authorized	1894	927
Mason City & Ft. Dodge Railroad company, application for increase in	1890	906
McClintock, Wm., West Union, v. B., C. R. & N. Railway company, excessive	1879	17
Merrill, J. H. & Co., Ottumwa, v. K. & W., discrimination in	1888	789
Merrill & Keeney, Des Moines, v. C. & N.-W., et al., on furniture C. L.	1883	678
Merrill & Keeney case, to Jobbers and retailers	1884	69
Minneapolis Lumber Co., Belmont, v. M. C. & Ft. D., coal	1892	843
Mitchell, C. W., Dubuque, v. all lines, implements returned for repairs	1892	833
Muffy, W. H., Osage, v. Ill. Cent., discrimination in, on wheat	1879	16
Nye & Bourne, Grundy Center, v. B., C. R. & N. et al., on merchandise	1883	733
Oskaloosa Water Co., Oskaloosa, v. Cent. L. wa, excessive, switching	1886	590
Ottumwa Iron Works, v. C., R. I. & P., application for special	1882	482
Palm, W. J., Grundy Center, v. B., C. R. & N., interstate on coal	1895	231
Pierce, J. K., Lockridge, v. C., B. & Q., excessive on coal	1887	695
Raney Bros., Fairfield, v. Railway Companies, on paving brick	1897	111
Rand Lumber Co., Burlington, v. C., B. & Q., on lumber	1892	800
Red Oak township, trustees of, et al., v. C., B. & Q., rates, rebates, etc.	1882	554
Richie, W. S., Muscatine, v. C., M. & St. P., excessive on potatoes	1880	136
Risk, O. C., Fairfield, v. C., B. & Q., on corn	1887	686
Robleson, C. W., Dubuque, v. B., C. R. & N., discrimination excessive	1882	560
Rodefer, J. W., Council Bluffs, v. C. & N.-W., transfer charges	1879	38
Saucer, W. H., Ackley, v. Ill. Cent., on marble	1883	689
Shaver & Dows, Cedar Rapids, v. joint western classification, crackers	1883	659
Shepherd & Carpenter, Iowa City, v. C., E. I. & P., et al., non-competitive	1883	637
Smith, B. D., Monticello, v. C., M. & St. P., excessive	1883	663
Smith Bros., Waterloo, v. B., C. R. & N., on hard coal	1889	673
Smythe, Robert, v. C. & N.-W., protest against increase in	1879	8
Spencer Bros., Randolph, v. C., B. & Q., excessive	1883	740
Squires & Son et al., Milo, v. C., B. & Q., excessive	1886	511, 612
Dissenting opinion by Commissioner Coffin	1888	612
State of Iowa, by Governor Larrabee, v. C., B. & Q., discrimination in on coal	1887	624, 670
Stewart, John T., Council Bluffs, v. C. & N.-W., et al., on live stock	1879	26
Stocker et al., v. railway companies, discrimination in, on various commodities	1879	7
Stotts & Houston, Exira, v. C., R. I. & P., discrimination in, on stove	1879	20
Summers, William & Sons, Ft. Atkinson, v. C., M. & St. P., special	1894	180
Sweet, A. L., Chicago, v. C. & N.-W., through rates on coal	1895	178
Taylor, J. C., Des Moines, v. C., B. & Q., discrimination in	1882	531
Townsend, J. W., Kahoka, Mo., v. C., R. I. & P., excessive on oats	1886	574
Van Valkenburgh, A. B., Ames, excessive	1879	21
Webb, Henry, Kew, v. C., B. & Q., exorbitant	1883	626
Whitebreast Fuel Co. et al., application of, for advance in coal rates	1892	791
Whiting, T. H., Clermont, v. B., C. R. & N., excessive, on tile	1887	753

RATES, FREIGHT—Continued—	YEAR.	PAGE.
Wood, W. A., Harvester Co., St. Paul, commissioners' rates apply on shipments beginning and ending in Iowa, though passing outside in transit	1895	216
York, J., Zenorsville, v. C. & N.-W., on coal	1888	836
RATE WARMS—see, also, Rates.		
Discussion of, by Charles Francis Adams	1883	39
Discussed in relation to earnings	1891	16
In 1881	1882	32
REASONABLE RATES FOR SWITCHING CARS—see Switching.		
REASONABLE RATES—see Rates.		
REBATES:		
Allowed to Omaha and refused to Council Bluffs	1886	537
Carriers should not discriminate in between shippers	1883	708
General practice of carriers to grant	1888	705
Merrill & Keeney, Des Moines, v. C. & N.-W., et al., on furniture	1883	678
Should they be allowed?	1885	38-42
Tasker, A. C. and T. G., Onslow, v. C. & N.-W., on hay	1886	684
Winkler, J. W., Woodward, v. C., M. & St. P., on grain and live stock	1883	705
RE BILLING—see Through Billing.		
RECEIVERS. Roads in hands of	1890, 8; 1891	17
RECEIVING AND FORWARDING CARS—see Refusal to Receive and Forward Cars.		
"RACIOPROFIT."		
Hoffman, A. G., Plato, v. B., C. R. & N., in demurrage charges	1880	253
REDUCED PASSENGER FARE—see Passenger Fare.		
REDUCED RATES, ON CORN, CATTLE, LOADS OF COMMODITIES, ETC.—see Rates.		
ON ROUND SHIPMENTS OF STOCK CATTLE—see Rates.		
REFRIGERATOR CARS		
Powder, C. W., Rowan, v. B., C. R. & N., failure to use, veal damaged	1895	160
Hise Bros., Washington, v. C., R. I. & P., for dairy products	1886	565
Hughes & Son, Wirt, v. H. & S., refusal to furnish	1884	564
Marshall & Son, Chariton, v. C., B. & Q., failure to furnish	1884	597
Shaver Cheese Co., Cedar Rapids, v. B., C. R. & N., rights of shippers	1894	305
REFUNDING OF OVERCHARGE—see Overcharge.		
Shacks & Coats, West Mitchell, v. C., B. & Q.	1883	554
Swezey & Bohman, Newell, v. Illinois Central	1883	539
REFUSAL TO CARRY PASSENGERS ON FREIGHT TRAINS—see Train Service.		
REFUSAL TO FURNISH REFRIGERATOR CARS—see Refrigerator Cars; also Failure to Furnish Cars.		
REFUSAL TO FURNISH CARS—see Failure to Furnish Cars.		
REFUSAL TO SWITCH—see Switching.		
REFUSAL OF USE OF PRIVATE SWITCH FOR LOADING CARS—see Side Track		
REFUSAL TO RECEIVE AND FORWARD FREIGHT AND CARS		
When destined to certain markets	1890	102
Beed, William G., Hampton, v. Illinois Central, to send cars off its own line	1888	671
Bernard Bros., Malcom, v. C., R. I. & P.	1895	186
Carlton, E. O., Grand Junction, v. C., R. I. & P., hog shipment	1892	549
Converse, S. A., Cresco, v. C., M. & St. P., to haul Burton stock cars	1888	700
Crawford, R. W., Fort Dodge, v. D. M. & Ft. D., to carry alcohol	1884	682
Dodge, Daniel, What Cheer, v. C., R. I. & P., coal in carloads	1887	729
Great Western Fuel Co., Gilmore, v. C. & N.-W.	1885	870
Greene, J. A., et al., Stone City, v. C., M. & St. P., refusal to forward cars of stone unless shippers pay the expense of staking and planking the end	1892	860
Hambleton Milling Co., Keokuk, v. C., R. I. & P., grain shipments	1895	534
Hammond, H. E., Carroll, v. C., R. I. & P., for points on other lines	1888	674
Hastings, mayor and council of, v. C., B. & Q., coal shipments	1869	39
Hong, J. M., Maquoketa, v. C., M. & St. P., ponies for state fair	1889	1063
Iowa Fuel Co., Des Moines, v. C. St. P. & K. C., coal shipments	1888	718
Iowa Central Railway v. C., E. I. & P., flour	1895	197
Irwin, Phillips & Co., Keokuk, v. C., R. I. & P., refusal to make joint rates	1887	717
Jennings Bros., Malcom, v. C., R. I. & P.	1895	180
Jerome, F. H., v. C., B. & Q.	1882	445
Keokuk & D. M. Ry. Co., v. D. M. & Ft. D. Ry. Co.	1888	5
Lilburn, Samuel, & Co., Ottumwa, v. C., R. I. & P.	1880	77

REFUSAL TO RECEIVE—Continued—	YEAR.	PAGE.
Mitchell, M. W., Warren, v. B. & S. W.	1880	111
Muscantine melon shippers v. C. R. I. & P., melons	1895	310
Norris & Co., Prairie City, v. C. R. I. & P., to send cars off its own line	1896	142
Perry, N. H., La Mars, v. D. M. & Ft. D.	1881	143
Phillips Fuel Co., Ottumwa, v. C. B. & Q. et al.	1892	836
Ranks & Sterzbach, Rodman, v. B., C. R. & N. et al.	1892	846
Richards & Black, Wapello, v. B., C. R. & N.	1881	134
Risk, Alex., Winthrop, v. Ill. Cent.	1880	115
Smith, E. F., Wellman, v. B., C. R. & N.	1892	849
Standard Lumber Co., Dubuque, v. B. & M.	1884	586
Townsend, La Mars, v. Ill. Cent.	1883	615
Van Houten, E., Pella, v. C. R. I. & P.	1881	128
Vincent, J. F., Union stock yards, Des Moines, v. C. R. I. & P., refusal to deliver cars	1896	165
Ward, C. H. & Co., Des Moines, v. C. R. I. & P., to handle Wabash cars	1884	334
Willard, Son & Co., Marshalltown, v. U. G. W., to forward hides	1896	44
Wis., Iowa & Neb. v. Iowa Northern, to switch	1886	559
REGULATIONS OF CARRIERS, methods proposed	1885	34
RELATIONS OF RAILROADS TO SURROUNDING TERRITORY	1886	50-53
RELEASED SHIPMENTS, right of shippers in—see <i>Owners' Risk</i> .		
RELOCATION OF HIGHWAYS, expense of crossing borne by railway company	1889	1065
REMOVAL OF STATION OR FREIGHT HOUSE—see <i>Station</i> .		
REMOVAL OF ELEVATOR—see <i>Site</i> .		
RENTAL FOR PALACE STOCK CARS—see <i>Palace Stock Cars</i> .		
REPORT OF HEPBURN COMMITTEE—see <i>Hepburn Committee</i> .		
REPORTS OF CARRIERS.		
Difficulty of obtaining information from	1893, 3, 33; 1895; 1897	4
Governor's questions for railway companies discussed	1880	42
Incomplete and inaccurate, 1878, 34; 1879, 40, 42; 1880, 156; 1890, 9; 1892, 21; 1893, 35; 1894, 223-227, 230		
On Iowa business, discussed	1891	3
Of carriers to commissioners, difficulty in obtaining	1893	3
Suggestions in reference to amendment of law concerning	1879	4
RESPONSIBILITY OF CARRIERS—see <i>Liability</i> ; also <i>Damages</i> .		
RETURNS OF RAILWAY COMPANIES—see <i>Reports of Carriers</i> .		
RIGHTS OF BUILDERS OF SIDE TRACK TO CONNECT WITH MAIN LINE	1880	981
RIGHTS OF CARRIER TO CONTROL STATION GROUND, subject to rights of the public	1891	736
RIGHT OF COMPANY TO RETAIN ITS CARS ON ITS OWN LINE—see <i>Refusal to Receive and Forward Freight</i> ; <i>Failure to Furnish Cars</i> .		
RIGHTS OF THE PUBLIC AT CROSSING BLOCKED BY TRAINS	1886	554
RIGHTS OF THE PUBLIC CONTRIBUTING IN AID OF RAILROAD PROTECTED BY THE COURTS WHEN ROAD IS IN THE HANDS OF A RECEIVER	1889	1043
RIGHTS OF SHIPPERS.		
Chapin, Merritt & Co., Des Moines, v. C., M. & St. P., to select routes	1884	518
Clow, W. D., Traer, v. B., C. R. & N., to select route	1885	581
Dalhoff & Co., Burlington, v. C., B. & Q. and Wabash, to select route	1882	561
Entitled to same rates as shippers from elevators when cars are loaded from wagons in same time	1884	585
Hambilton Milling Co., Keokuk, v. C., R. I. & P., choice of market	1895	234
Jerome, F. H., v. C., B. & Q., to choose market	1882	445
Muscantine melon shippers v. C. R. I. & P., choice of market	1895	213
Nye & Bourne, Grundy Cent., v. B., C. R. & N., to select routes	1883	733
Smith, J. N., v. C., B. & Q., pooling—large and small cars—pass to live stock shippers	1883	648
To select route for shipments	1885	491
To rates by shortest route	1887, 751; 1891	773
To choice of market	1890, 932; 1892, 759, 858	
Townsend, La Mars, v. Ill. Cent., to select markets and routes	1883	615
RIGHT OF WAY DAMAGES—see <i>Damages</i> .		
RIPLEY, E. P., G. F. A. C. R. I. & P., letter of, on reduction of corn rates in Iowa	1886	519
ROAD, ABANDONMENT OF—see <i>Abandonment of Road</i> .		
ROAD BUILT FROM EARNINGS IN EXCESS OF 5 PER CENT ON \$30,000 PER MILE—see <i>Mileage</i> .		

ROAD WORK BY CONTRACT—see *Contract*.ROUND-TRIP RATES—see *Rates*.ROUND-TRIP SHIPMENTS OF STOCK CATTLE—see *Rates*.ROUND-TRIP TICKETS—see *Excursion Tickets*; also, *Tickets*.ROUTES, RIGHTS OF SHIPPERS TO SELECT—see *Rights of Shippers*.RULE FOR EQUITABLE DISTRIBUTION OF CARS—see *Distribution of Cars*.RUNNING RAILWAY CROSSINGS—see *Crossing Stops*.SAFETY APPLIANCES—see *Couplers and Brakes, automatic*.SAGE, W. M., G. F. A. C. R. I. & P., letter of, on reduction of corn rates
 1890 | 621 |
ST. L., K. & N. W., information concerning ownership of
 1892 | 824 |
SALARIES OF OFFICERS
 1888 | 645-650 |
SAMPLE CASES—see *Boycotts*.SAND RATES—see *Rates*.

SANITARY AND UNSANITARY CONDITIONS.

Colfax, citizens of, v. C., R. I. & P., improved in outbuildings
 1889 | 1087 |
Everett, H., Connel Bluffs, v. C., R. I. & P., of outbuildings
 1881 | 135 |
Marengo, citizens of, v. C., R. I. & P.
 1894 | 274 |
SCALES, TRACK—see *Track Scales*.SCARCITY OF COAL
 1880 | 571 |
SCHEDULE OF RATES—see, also, *Rates*.Adopted in Davenport, Dubuque and Burlington cases
 1888, 732, 773-797 | |
Commissioners' was in force pending injunction suits
 1889 | 1062 |
Distance above 403 miles
 1889 | 1103 |
Must be posted for public inspection
 1889 | 1101 |
Reasonable maximum rates, adoption of, by C. & N.-W.
 1889 | 1081 |
SECURITY in railroad matters to be avoided
 1878 | 71 |
SENATE COMMITTEE, United States, investigation of, on interstate commerce
 1885 | 32 |
SENDING CARS OFF THEIR OWN LINES—see *Refusal to Receive and Forward Freight*.

SHIPMENTS FROM POINT TO POINT IN IOWA.

 Though passing outside in transit, state commerce
 1892 | 38, 39 |

SHIPPERS AND CARRIERS.

 Shippers at stations must be afforded like facilities for doing business
 1885 | 429 |
 Their relation to each other discussed
 1884 | 7 |
SHIPPERS entitled to rates via shortest routes—see *Rights of Shippers*.SHIPPING FACILITIES, MONOPOLY OF AGAINST PUBLIC POLICY—see *Monopoly*.SHIPPING FACILITIES—see *Station Facilities, Failure to Furnish Cars, Refrigerator Cars*.

SHIPPING REGULATIONS.

 Budd, J. L., Ames, v. C. & N.-W.
 1881 | 494 |
 Crawford, W. H., Hampton, v. Central Iowa, release on flax seed
 1881 | 138 |
 Cressier, O. W., & Co., Scranton, v. C. & N.-W., in shipment of butter
 1890 | 877 |
 Loading and unloading L. O. L. shipments
 1892 | 838 |
 Shippers required to protect cars for stone shipments at private expense
 1892 | 860 |
 Stocker, J. W., et al., Logan, v. C. & N.-W., in live stock
 1880 | 68 |
SHORTAGE IN TRANSIT—see *Lost in Transit*.SHORTAGE OF CARS—see *Failure to Furnish Cars*.SHORTEST ROUTE—Shippers entitled to rates based on—see *Rights of Shippers*.

SHORT LINES.

 Percentage of through rates allowed to
 1893 | 33 |
SHORT LINE RATES—see *Percentages to Short Lines*.SIDE TRACKS—see, also, *Spur Track*. Authority of commissioners to order construction of, questioned
 1890 | 857 |
 Changing grade of, damages for
 1890 | 923 |
 Should private builders be allowed to connect with railroads?
 1895 | xxxv |

COMPLAINTS CONCERNING.

 Alta, citizens of, v. Illinois Central, insufficient to mill
 1885 | 577 |
 Davidson, M., Piano, v. Wabash, violation of contract in matter of building
 1882 | 549 |
 Dawson, S. R., Perry, v. W., St. L. & P., to coal and wood house
 1887 | 684 |
 Dennis, citizens of, v. A. & C., restoration of
 1895 | 120 |
 Dorcas, John, Shiloh, v. C. & N.-W., failure to furnish as per contract
 1886 | 573 |
 Fraser, J., Holmes, v. B., C. R. & N., trespassing on land designed for
 1888 | 683 |
 Hill Bros., Clarion, v. M. O. & Ft. D., refusal of use of private
 1887 | 755 |

SIDE TRACKS—Continued—

	YEAR.	PAGE.
Marcus Roller Mills, Marcus, v. Illinois Central, petition for, to warehouse.....	1894	392
Norman, citizens of, v. M. & St. L., building of, diverted business.....	1887	895
Passos Bros., What Cheer, v. C. & N.-W., enforcing contract to construct.....	1889	940
Plover, citizens of, v. C. R. I. & P., petition for additional.....	1890	935
Rights of builders of to connect with other railroads.....	1889, 981;	1891 45
Roberts, C. L., Grinnell, v. C. R. I. & P., discriminative privileges on.....	1880	1027
Showman, William, et al., v. C. M. & St. P., petition to restore.....	1890	917
Stadt, W. V., Holstein, v. C. & N.-W., to warehouse.....	1894	278
SIGNALS, PUBLIC HIGHWAYS, Dubuque switching case.....	1889	1034
SIGNALS, ELECTRIC, AT CROSSINGS—see <i>Electric Signals</i> .		
SIOUX CITY & DAKOTA R. R., history of.....	1879	111
SITES FOR COAL HOUSES, ELEVATORS, WAREHOUSES, ETC.		
Carriers must not discriminate in granting.....	1890	857
Decision of the supreme court reviewed in Sunny Hill Alliance case.....	1892	20-31
Discussion of.....	1897	4
Exclusive rights to single shippers against public policy.....	1885 xxx, xxxiv	
COMPLAINTS CONCERNING, Petition for.....		
Blow, M., Estherville, v. B. C. R. & N., for coal shed.....	1880	497
Campbell, Joel, Ayreshire, v. C. R. I. & P., for coal house.....	1892	801
Carlson, S. G., Stratford, v. C. & N.-W., rental for scales.....	1893	212
Carpenter, W. B., Marion, v. O. M. & St. P., removal of elevator.....	1893	144
Cook, R. W., Crawfordville, v. B. & N.-W., for coal house.....	1895	207
Eckert & Williams, Northwood, v. B. C. R. & N., at Kennett.....	1890	925
Edmonds, E. J., Marcus, v. O. St. P. & O., for elevator.....	1892	843
Farmers' Alliance, of Hartley, v. C. M. & St. P., for coal house.....	1890	911
Supreme court opinion reviewed.....	1892	20-31
Frazier & Ballou, Pringhar, v. D. & S. C. (Ill. Cent.) for warehouse.....	1890	940
French & King, Maxwell, v. C. M. & St. P., information concerning rights of lessees of elevators on station grounds or right of way.....	1893	240
Fry, U. S., Van Horne, inquiry relative to.....	1897	67
Gaffard, Joseph, Burlington, v. citizens of Murray, obstructing street.....	1887	687
Gier & Belz, Conrad Grove, v. O. & N.-W., expense of relocation.....	1893	843
Hardin county, citizens of, v. B. C. R. & N., for elevator.....	1890	868
Hodges, N. W., Storm Lake, v. Ill. Cent., discrimination and refusal of.....	1890	867
Hollis, Thomas, Badcliffe, v. C. & N.-W., application for additional.....	1890	799
Jansen, Antem, Haverhill, v. C. M. & St. P., for elevator.....	1888	828
Jansen, J. G. L., Gilman, v. Iowa Central, elevator.....	1891	731
Kenyon & Hilliard, Mt. Union, v. B. & N. W., for elevator.....	1894	254
Kline Bros., Rockwell, v. Iowa Cent., for warehouse.....	1895	172
Lancaster, W., Bradgate, v. C. & N.-W., for elevator.....	1892	323
Lewis, R. G., Des Moines, v. C. R. I. & P., removal of elevator.....	1895	211
McCallsburg, citizens of, v. Cent. Iowa, refusal to grant.....	1885	574
McCord & Co., et al., Storm Lake, v. Ill. Cent., for coal house.....	1893	199
McNamara, J. F., Vincent, v. M. C. & F. D., for coal house.....	1894	894
Parsons & Heath, Gait, v. B. C. R. & N., for grain warehouse.....	1891	813
Pickering-Johnson Grain Co., Shenandoah, v. O. & St. L., at Summit.....	1894, 621;	1895 xxxix
Porter, James, Sutherland, v. Ill. Cent., removal at Larrabee.....	1891	824
Price & Palmer, et al., Ellsworth, v. C. & N.-W., elevator.....	1893	829
Richardson & Kaufman, Belmond, v. M. C. & F. D., removal of elevator.....	1896	159
Robinson, J. C., et al., Muratlon, v. C. & N.-W., coal house.....	1892	859
Ross & Brady, Akron, v. C. M. & St. P., grain warehouse.....	1892	781
Russell, J. M., Storm Lake, v. Ill. Cent., removal of elevator at crossing.....	1893	154
Smith, E. R., Cherokee, v. Ill. Cent., for coal house.....	1895	228
Smith, C. J., Ogden, v. M. & St. L., for warehouse.....	1895	227
Smith, J. B., Jewell, v. C. & N.-W., for elevator.....	1891	794
Steer, William M., West Branch, v. B. C. R. & N., for warehouse.....	1890	854
Sunny Hill Alliance, Hartley, v. C. M. & St. P., coal house.....	1890	911
Webster Bros., Waucoma, v. C. St. P. & K. C., at Boyd.....	1890	930
Webster Bros., Waucoma, v. C. M. & St. P., at Jackson Junction.....	1894	271
Wellis, W. W., Webster City, v. W. C. & S. W., failure to furnish.....	1889	1045
Wellsburg, citizens of, v. B. C. R. & N., for elevator.....	1891	820
Wertz, C. C., Greene, v. B. C. R. & N., for coal house.....	1897	21

SITES FOR COAL HOUSES, ETC.—Continued—

	YEAR.	PAGE.
Wilbur, D. W., Hawkeye, v. C. M. & St. P., grain warehouse.....	1895	135
Williams Bros., Pringhar, v. Ill. Cent., for elevator.....	1898	134
Winnabago Farmers' Alliance v. M. & St. L., coal house.....	1891	732
York, Joseph, Zenorville, v. C. & N.-W., for coal sheds.....	1888	836
SLEEPING CARS.		
Dowell, A. B., Vinton, v. C. & N.-W., holders of second-class tickets not entitled to.....	1893	652
Privileges, discrimination in, at Council Bluffs.....	1888	702
SMALL AND LARGE SHIPPERS—see <i>Car Load Rates</i> .		
SMITH, SPENCER, COMMISSIONER, paper on the "Railroad Question".....	1889	21
SNOW BLOCKADE.		
Belmond, citizens of, v. Central Iowa, failure to keep road open.....	1884	517
Cass, S. F., Sumner, v. Dub. & Dak., failure to run trains on account of.....	1890	805
Goeben, citizens of, v. H. & S., petition to raise.....	1890	807
Jackson, E. P., et al., Gilmore, v. D. M. & Ft. D., asking removal of.....	1883	573
Tripoll, citizens of, v. C. G. W., failure to remove, and delay of trains.....	1893	225
SOFT COAL RATES—see <i>Rates</i> .		
SOLICITATION OF HOTEL PATRONAGE AT STATIONS—see <i>Omnibus Privileges</i> .		
SPECIAL TRAIN to carry live stock, extra charge for.....	1897	792
SPECIAL RATES, on building material for churches, permissible.....	1888	837
SPECIAL RATES, large shipper not entitled to, as against small shipper.....	1888	837
SPECIAL EMERGENCY RATES ON CORN—see <i>Rates</i> .		
SPECIAL RATES TO LARGE SHIPPERS—see <i>Car Load Rates</i> ; also, <i>Rates</i> .		
SPEED OF FREIGHT TRAINS.....	1875	65
SPEED OF TRAINS IN CITIES.		
Hill, E. Mitchellville, v. C. R. I. & P., through town.....	1890	130
Maivern, city of, v. C. B. & Q., danger from fast trains.....	1889	1040
SPUR TRACKS—see, also, <i>Side Tracks</i> .		
Doolley, George, Newton, v. Iowa Central, protest against removal of.....	1891	737
Excelsior Coal Co. v. Central Iowa, compulsory operation of.....	1878	54
Robertson, S. A., Des Moines, taxation of quarry track.....	1881	133
Connection of with main line—see <i>Side Track</i> .		
STANWOOD & TIFTON RAILWAY, history of.....	1879	112
STATE AND INTERSTATE COMMERCE—see, also, <i>Interstate Commerce and Rates</i>	1885	4
Diamond Jo Line v. C. B. & Q.....	1889, 1074,	1077
Opinion of supreme court.....	1892	901
WHAT CONSTITUTES—		
Carpenter, D. J., Beloit, v. C. M. & St. P., shipments from point to point within the state, though passing outside in transit, are state commerce.....	1890	849
Freight shipped from point to point within the state of Iowa, though passing outside in transit, held to be state commerce.....	1889, 1074-1077;	1890 849
Hamilton & Co., Algona, v. B. C. R. & N., what constitutes.....	1897	118
Heath, H. R. & Sons, Ft. Dodge, v. Ill. Cent., shipments from points in the state to points outside, though rebilled in transit, interstate commerce.....	1894	164
McGlorra, L. E., Larchwood, v. B. C. R. & N., traffic from point to point in Iowa, though passing outside in transit, is state commerce.....	1893	662
STATE CONTROL OF C. R. I. & P. RY.....	1890	177
STATIONS—FACILITIES AND SERVICE—see, also, <i>Joint Stations</i> .		
Abandonment of—see <i>Abandonment of Station</i> .		
Changing name of, legislation recommended.....	1889, 20;	1891 44
Cleanliness and removal of disorderly persons recommended.....	1884	43
Control of grounds, omnibus privileges—see <i>Omnibus Privileges</i> .		
Exclusive use of must not be granted to one person.....	1890 863-864	
Establishing of new, legislation recommended.....	1889	39
Facilities for doing business at.....	1895	xxix
Finances of company cannot be considered by board in ordering.....	1884	509
Grade of highway crossing over station grounds.....	1893	15, 186
Joint and Y connections—see <i>Joint Stations</i> ; also, <i>W'yes</i> .		
New, legislation, recommended.....	1891	43
Profits to carriers not sole element in establishment of.....	1884	496
COMPLAINTS CONCERNING.		
Albracht, A. S., et al., Mederville, v. C. M. & St. P., petition to rebuild station.....	1896	101

STATION—Continued—	YEAR.	PAGE.
Adena, citizens of, v. D. M. N. & W., petition for depot.....	1896	173
Algona, citizens of, v. C. M. & St. P., for relocation of.....	1889	167
Aplington, citizens of, to keep open at night.....	1882	435
Ashaw, v. C. R. I. & P., petition for removal of.....	1891	789
Austin, citizens of, v. C. M. & St. P., petition for removal of.....	1892	863
Avery, citizens of, v. C. B. & Q., petition for.....	1892	742
Barnum, C. F., Bryant, Recorder v. Ill. Cent., dangerous location of depot.....	1895	219
Bassett, citizens of, v. C. M. & St. P., for flag station.....	1896	121
Bayless, F. D., Elkhader, v. C. M. & St. P., facilities at Osborne.....	1892	830
Bigelow, M. F., Alden, v. Ill. Cent., insufficient night service.....	1884	505
Bingham, L. R. & Son, Estherville, v. B. C. R. & N., facilities for storing and handling perishable freight.....	1890	104
Bismarck station case.....	1890, 95, 992;	1895
Bouton, citizens of, v. C. M. & St. P. depot, etc.....	1890	943
Boyd, G. J., Herndon, v. C. M. & St. P., night service.....	1885	576
Browns, Hale & Riggs, citizens of, v. C. M. & St. P., reopening.....	1891	746
Bryan, D. B., Bonton, v. C. M. & St. P. depot.....	1888	582
Bunch, citizens of, v. C. R. I. & P., depot at Bunch postoffice and Paris siding.....	1891	793
Butt, M., et al., Harvey, v. Wabash, platform.....	1893	210
California Junction, citizens of, v. F., E. & M. V. et al., depot.....	1887	653
Calloway, F., Atlantic, v. C. R. I. & P., privileges of stockyards.....	1895	233
Campbell, F. R., Bismarck, v. C. M. & St. P., restoration of.....	1889, 96, 992;	1895
Capron, G. F., Capron station, v. C. M. & St. P., facilities as per contract.....	1889	1056
Claypool, W. W., et al., Spencer, v. C. M. & St. P., at Hay siding.....	1893	904
Cleghorn and Cherokee county, citizens of, v. Dub. & S. C. depot.....	1889	1019
Dissenting opinion by Commissioner Campbell.....	1889	1020
Cleveland, E. S., Holmes, v. B. C. R. & N., better accommodations.....	1888	706
Cleveland, E. S., Holmes, v. B. C. R. & N., facilities.....	1890	783
Cochran, William, et al., Elmira, v. B. C. R. & N., facilities.....	1892	736
Supplemental decision.....	1892	737
Colfax, citizens of, v. C. R. I. & P., improved sanitary conditions.....	1890	1067
Cone, citizens of, v. B. C. R. & N., flag station.....	1887	775
Corning, citizens of, v. C. B. & Q., relocation of depot.....	1887	780
Council Bluffs, citizens of, v. U. P., insufficient facilities.....	1886	530-670
Council Bluffs, city of, v. All Entering Railways, additional facilities.....	1892	809
Craigton, C. E., Oakville, v. Iowa Central, depot.....	1894	244
Crippen Creamery Co., Crippen, v. C. M. & St. P., platform.....	1894	276
Crozier, M. W., Stark, v. B. & N. W., petition for.....	1890	857
Cylinder, citizens of, v. C. M. & St. P., depot.....	1891	815
Dallas Center, Benton Bros. of, v. C. R. I. & P., keeping depot open.....	1895	83
Davidson Bros., Hull, v. C. M. & St. P., changing name of.....	1887	692
Dissenting opinion by Commissioner Coffin.....	1887	693
Dawson, citizens of, v. C. M. & St. P., petition for.....	1890	937
Dawson, S. E., Percy, v. W., St. L. & P., for wood and coal.....	1887	684
Dennis, citizens of, v. A. & C., restoration of switch.....	1895	120
Diagonal, citizens of, v. C. G. W., freight station.....	1894	156
Doon, citizens of, v. C. St. P., M. & O., petition for depot at Lunt's Siding.....	1896	38
Elrick, citizens of, v. Iowa Central, for re-establishment of.....	1887	72
Everly, citizens of, v. C. M. & St. P., petition for.....	1887	742
Felton, J. B., New Virginia, v. D. M. & K. C., bad condition of.....	1892	789
Fifield, citizens of, v. Wabash, petition for.....	1894	287
Gallagher, J. S., et al., Wesley, v. C. M. & St. P., for night operator.....	1893	226
Gaston, E. E., Van Wert, v. Wabash Western, condition of, conduct in.....	1888	692
Glendale, citizens of, v. C. B. & Q., petition for.....	1890	961
Grey, L. E., Perry, v. C. M. & St. P., night service at Herndon.....	1887	623
Halley, J. R., Nashville, v. C. & N.-W., station service.....	1896	94
Ham & Carver, Dubuque, v. B. C. R. & N., better mail service.....	1883	791
Hanna, J. Q., Goldfield, v. C. & N.-W., location of.....	1882	433
Harrington, D. E., Postville, v. C. M. & St. P., insufficient service.....	1890	890
Harwarden, citizens of, v. C. M. & St. P., for building.....	1883	696
Herndon, citizens of, v. C. M. & St. P. and W., St. L. & P., approaches to.....	1889	552
Hickory Grove township, Jasper county, citizens of, v. Iowa Central, facilities.....	1890	900

STATION—Continued—	YEAR.	PAGE.
Rehearing declined.....	1890	901
Hodges, C. H., et al., Sexton, v. C. M. & St. P., petition for.....	1892	800
Hornaday, J. C., Wall, J. J., et al., v. C. R. I. & P., at Udell.....	1892	864
Hutchins, citizens of, v. C. M. & St. P., petition for.....	1895	147
Independence, citizens of, v. Illinois Central, to stop at platforms.....	1892	788
Ira, station service.....	1895	150
Jenks, A. M., Sheldahl, v. C. & N.-W. et al., platform.....	1887	680
Johnson, T. S., et al., Bonair, v. C. M. & St. P., petition for.....	1892	799
Kenwood Park, citizens of, v. C. M. & St. P., petition for.....	1893	844
Kiemme, citizens of, v. B. C. R. & N., petition for.....	1890	884
Kalfin, citizens of, v. C. R. I. & P., petition for facilities.....	1891, 751;	1895
Krysher, Levi, Avon, v. C. B. & Q. and C. R. I. & P., for removal.....	1886	503
Latty, citizens of, v. B. C. R. & N., for additional room at.....	1886	322
Le Grand, citizens of, v. C. & N.-W., relocation of.....	1894	313
Le Mars, citizens of, v. Illinois Central et al., for more commodious.....	1890	889
Lemon, H. F., et al., Elm Springs, v. C. M. & St. P., agent.....	1897	157
Lemmer, John, et al., Dallas county, v. C. R. I. & P., removal of Ashawa.....	1892	907
Lida, citizens of, v. C. St. P. & K. C., petition for.....	1889	1010
Lieser et al., Abbott, v. B. C. R. & N. and Central Iowa, joint.....	1882	440
Little Wall Lake, citizens of, v. M. C. & Ft. D., petition for flag.....	1891	830
Lunt's Siding, petition for depot by citizens of Doon.....	1896	38
Lux, Peter, et al., Hopkinton, v. C. M. & St. P., at Lux Siding.....	1890	141
Malone, J. D., et al., Santiago, v. C. St. P. & K. C., petition for.....	1893	814
Marengo, citizens of, v. C. R. I. & P., sanitary condition of.....	1894	274
McCusker, Edward, Loretto, v. C. St. P. & K. C., abandonment of Lida.....	1889	1010
McFarlane, William, et al., Blencoe, v. S. C. & P., petition for.....	1894	508
McKinney, Mrs. J. C., Decorah, v. Ill. Cent., care of.....	1883	337
McLaughlin, D. E., David, v. W. & S. W., petition for.....	1893	257
Meibourne, citizens of, v. C. St. P. & K. C., petition for.....	1888	793
Meibourne, J. H., Bagley, et al., v. C. G. W., joint station at crossing.....	1896	15
Meriden, citizens of, v. Ill. Cent., for rebuilding of burned.....	1886	614
Miller, J. D., et al., Ida Grove, v. C. & N.-W., petition for.....	1884, 495;	1885
Miller, J. T., Iowa Falls, v. B. C. R. & N.....	1881	143
Miller, J. T., Iowa Falls, v. B. C. R. & N., for.....	1884, 898;	1885
Morning Sun, citizens of, v. Central Iowa and B. C. B. & N., for.....	1891	741
New Hartford, citizens of, v. D. & S. C., for reopening, night.....	1886	501
Oakley, citizens of, v. C. B. & Q., petition to reopen.....	1891, 797;	1894
Oakville, citizens of, v. Iowa Central, petition for additional.....	1892	853
O'Brien Bros., Valeria, v. C. St. P. & K. C., freight house.....	1891	258
Orilla, citizens of, v. C. G. W., reopening.....	1891	740
Osborne, citizens of, v. C. M. & St. P., petition for.....	1882	780
Otho, citizens of, v. M. & St. L., petition for.....	1895	170
Petition for reopening.....	1892	731
Otranto, citizens of, v. C. M. & St. P., for larger building.....	1892	780
Page Center, citizens of, v. C. B. & Q., for agent.....	1885	552
Pauller, J., et al., New Hartford, v. Ill. Cent., for night service.....	1890	935
Plover, citizens of, v. C. R. I. & P., petition for.....	1891	835
Poorman, D. A., Des Moines, v. C. B. & Q., lack of.....	1885	568
Prichard, N., Warren, v. C. M. & St. P.....	1893	321
Randa, citizens of, v. D. M. N. & W., petition for.....	1889	991
Red Oak, citizens of, v. C. B. & Q., relocation of freight house.....	1893	218
Reed, J. G., et al., Lime Springs, v. C. M. & St. P., night service.....	1888	711
Reynolds, J. J., et al., Blencoe, v. S. C. & P., petition for stock yards.....	1890	924
Richardson, G. W., Clear Lake, v. C. M. & St. P., at Ventura.....	1889	1079
Richardson & Berard, Fairfax, v. C. & N.-W., unsuitable condition of depot.....	1888	751
Ridgeway, citizens of, v. O. M. & St. P., rebuilding of burned.....	1890	875
Riggs, W. K., Castalia, v. B. C. R. & N., petition to reopen.....	1895	315
Robbins, E. R., Herndon, v. C. M. & St. P., for freight house.....	1889	1071
Roybar, F., Valeria, v. C. St. P. & K. C., for platform.....	1886	506
Russell, citizens of, v. C. B. & Q., for night service.....	1886	551
Ruthven, citizens of, v. C. M. & St. P., for removal of.....	1890	899
Sandsky, citizens of, v. St. L., K. C. & N. W., for rebuilding.....	1892	794
Schell, John W., et al., Graham, v. B. C. R. & N., shipping facilities.....	1892	794

STATION—Continued—	YEAR.	PAGE.
Seevers, W. A., et al., Oskaloosa, v. Central Iowa, accommodations.....	1886	520
Sheldon, citizens of, v. C. M. & St. P., inadequate.....	1887	967
Shiple Bros., Herndon, v. C. M. & St. P., insufficient approaches.....	1885	508
Showman, William, et al., Showman, v. C. M. & St. P., for restoration of.....	1890	917
Slater, citizens of, v. C. & N.-W., petition for billing.....	1888	689
Snyder, A. B., et al., Spaulding, v. C. B. & Q., for reopening.....	1891	747
Solomon, citizens of, v. O. & St. L., petition for.....	1892	757
Thornton, citizens of, v. M. C. & Ft. D., petition for depot.....	1889	961
Todd, C. J. and J. T., Diagonal, v. St. P. & K. C., facilities.....	1892	828
Udell, citizens of, v. C. R. I. & P., establishment of.....	1894	162
Uister, citizens of, v. C. M. & St. P., petition for.....	1890	805
Van Saun, George B., Cedar Falls, v. C. G. W., opening of.....	1894	285
Warner, W. F., Luana, v. C. M. & St. P., insufficient depot grounds.....	1897	53
Watts, Fremont, Goose Lake, v. C. & N.-W., shipping facilities.....	1890	947
Westfield, citizens of, v. C. M. & St. P., petition for.....	1890	919
West-Id. citizens of, v. C. M. & St. P., amended decision.....	1891	802
Williams, citizens of, v. Ill. Cent., for night mail service.....	1888	712
Wilson, G. M., et al., Ira, v. C. G. W., insufficient.....	1895	150
Wilson, J. S., Hill's Siding, v. B., O. B. & N., petition for.....	1892, 736	183
Wisdom, F., Creston, v. C. B. & Q. et al., additional at Afton Junction.....	1897	191
Wright, A. G., et al., Whiting, v. S. C. & P., for night service.....	1883	512
Young, James & Co., Sidney, v. C. B. & Q., negligence of agent.....	1894	307
STATISTICS, difficulty in obtaining.....	1897	4
SEAFOTES RELATING TO RAILWAYS—see <i>Laws</i> .		
STEALING LIVE STOCK IN TRANSIT—see <i>Substitution of Live Stock, etc.</i>		
STEEL RAILS, introduction of, duty on, etc.....	1880	183
STOCK, CAPITAL—see <i>Capital Stock</i>		
STOCK CATTLE, PETITION FOR WITHDRAWAL OF RATES ON—see <i>Rates</i> .		
STOCK CATTLE, REDUCED RATES FOR ROUND TRIP SHIPMENTS OF—see <i>Rates</i> .		
STOCK AND DEBT, per mile.....	1880	157
STOCKHOLDERS, LISTS OF.....	1888	650-657
STOCK KILLED AND INJURED—see, also, <i>Damages</i> .		
Bailey, J. S., Searsboro, v. Cent. Iowa, at crossing, failure to whistle.....	1818	669
Bantes, L., Weldon, v. K. & W., on crossing.....	1892	844
Bates, L. P., Russell, v. W., St. L. & P., et al., failure to fence.....	1886	603
Barkley, E. A., Odeboth, v. C. & N.-W., by train.....	1895	165
Bianchard, John, Blencoe, v. S. C. & P., on crossing.....	1897	739
Boatwright, D. J., Hastie, v. Wabash, hogs on account of defective fence.....	1892	965
Butin, D. F., Des Moines, v. C. M. & St. P., damages for.....	1888	685
Condit, A. B., Paton, v. C. R. I. & P., at cattle guard.....	1888	828
Cowry, Patrick, Paton, v. C. R. I. & P., near station.....	1888	746
Decker, J. L., East Peru, v. C. St. P. & K. C., by train.....	1890	862
Dickman, John, Westgate, v. C. St. P. & K. C., at crossing.....	1889	1047
Earle, W. C., Waukon, v. C. M. & St. P., hogs in transit.....	1888	735
Emery, H. A., Thayer, v. C. B. & Q.....	1895	240
Ferguson, J. A., Paton, v. C. R. I. & P., cow.....	1889	1945
Fowler, F. H., Cedar Rapids, v. B., C. R. & N., failure to whistle and ring.....	1892	851
Fraser, W. W., Bevington, v. C. R. I. & P., on depot grounds.....	1886, 743-744	
Fraser, J., Paulina, v. C. & N.-W.....	1895	170
Frazier, Geo., Panora, v. D. M. N. & W., defective cattle guards.....	1897	110
Gould, M., Van Wert, v. H. & S., struck by engine.....	1896	845
Gruwell, E. T., West Branch, v. B., C. R. & N., claim for.....	1889	1083
Helmer, M. F., Mechanicsville, v. C. & N.-W., on right of way.....	1894	522
Harris, B. W., Perry, v. D. M. & Ft. D. Rd., on highway crossing.....	1883	694
Harris, John, Osawat, v. Iowa Northern, claim for on crossing.....	1892	826
Hibbard, A. A., Paulina, v. C. & N.-W., calf.....	1895, 998	1894
Hibbard, A. A., Paulina, v. C. & N.-W., hogs.....	1889, 1060	1895
Ives, Julius, Dickens, v. C. M. & St. P., damage for.....	1889	1025
Leeper, J. W., Truro, v. D. M. & K. C., injured in cattle guard.....	1893	886
Logan, Mrs. R. E., Rhodes, v. C. M. & St. P., on account of defective fence.....	1892	843
Mackinnon, J. C., Gen. Mgr. O. F. M. & D. M., inquiry as to liability.....	1893	240
March, O. H., Grinnell, v. Cent. Iowa, at crossing, failure to whistle.....	1888	680

STOCK KILLED AND INJURED—Continued—	YEAR.	PAGE.
Mayhew, N. P., Villisca, v. C. B. & Q., in transit.....	1885	847
McCahill, M., et al., Conger, v. C. St. P. & K. C., claim for.....	1891	818
McCracken, Mrs. E., Thornburg, v. B., C. R. & N., failure to fence.....	1892	866
McCracken, Mrs. E., Thornburg, v. B., C. R. & N., claim for.....	1893	218
McWilliams, H., Denton, v. C. & N.-W., claim for.....	1890	914
Peter, John, Paulina, v. C. & N.-W., claim for.....	1892	830
Raybourne, A., Woodward, v. D. M. & Northern, claim for.....	1891	778
Richards, W., Davis City, v. C. B. & Q., claim for.....	1893	831
Roberts, Anthony, Van Wert, v. K. & W., hog, on depot grounds.....	1888	714
Robmer, J., Paulina, v. C. & N.-W., claim for.....	1887	680
Rudabaugh, C. S., Davis City, v. C. B. & Q., claim for.....	1892	883
Shay, John, Maloy, v. C. St. P. & K. C., claim for.....	1893	330
Stout, J. C., Thayer, v. C. B. & Q.....	1895	208
Tallman, J. H., Paton, v. C. R. I. & P., on station grounds.....	1889	1068
Tasker Bros., Onslow, v. C. & N.-W.....	1885	546
Wagoner, Henry, Odeboth, v. C. & N.-W.....	1894	306
Week, C. F., Clermont, v. B. C. R. & N., damages for.....	1886	510
White, S. J., Plymouth, v. C. M. & St. P., account of defective fence.....	1892	848
Wilson, E. O., Van Wert, v. H. & S., injured on bridge.....	1888	682
STOCK IN TRANSIT, DAMAGE TO—see <i>Damages</i> .		
STOCK WATERING, Hepburn Committee Report.....	1880	178
STOCK WATERING—see <i>Watered Stock</i> .		
STOCK YARDS.....		
Calloway, Dr. P., Atlantic, v. C. R. I. & P., discrimination in privileges.....	1895	233
Conger, R. F., Woodward, v. C. M. & St. P., discrimination in privileges.....	1894	345
Conover, citizens of, v. C. M. & St. P., lack of water at.....	1895	135
Marous, city of, v. Ill. Cent., removal of.....	1897	125
McCullough & Fudge, Marne, v. C. R. I. & P., lack of water in.....	1897	133
Meehan, P. F. and William Drews, Clayton, v. C. B. & Q., petition for.....	1894	291
Reynolds, J. J., et al., Blencoe, v. S. C. & P., petition for.....	1888	711
Shannon City, Ewing, J. K., of, v. C. G. W., condition of stock yards.....	1890	51
Vincent, J. F., prop. union stock yards, Des Moines, v. C. B. I. & P., refusal to deliver cars.....	1890	105
	1892	860
STONE SHIPMENTS, regulations concerning.....		
STOPPING FAST TRAINS AT SMALL STATIONS—see <i>Train Service</i> .		
STOPPING THE RUNNING OF TRAINS, power of the commissioners in, when road is declared unsafe.....	1893	790
	1892	861
STOP-OVER CHECKS AND PRIVILEGES—see, also, <i>Passenger Fare</i>	1889	967
STOPPING TRAINS AT PLATFORMS.....	1897	89
Beck, W. J. R., Ft. Madison, v. St. L., K. & N. W., stopping caboose at platform.....	1897	907
McGuire, E. H., Marsong, v. C. R. I. & P., refusal to.....	1890	907
Selma, citizens of, v. C. R. I. & P., caboose, liability of carriers.....	1891	776
STOPPING TRAINS AT RAILROAD CROSSINGS—see <i>Crossing Stops</i> .		
STORAGE, USE OF CARS FOR WAREHOUSE PURPOSES—see <i>Demurrage</i> .		
STORAGE, CHARGES FOR—see <i>Baggage</i> .		
STREET CROSSING, BLOCKADING OF WITH TRAINS—see <i>Obstructing of Streets</i> .		
STRIKES.....		
Employment of incompetent engineers on C. B. & Q.....	1887	767
Discussion, and effect of.....	1888, 44	1889
Delay of freight on account of—see <i>Delay in Transit</i> .		
SUBSTITUTION.....		
Wilson, A. R., Traer, v. C. & N.-W., of light for heavy steer.....	1888	728
SUNDAY TRAINS.....		
Discussed, recommendations concerning, etc.....	1893, 81; 1884, 42; 1895, 96; 1896	50
SUPREME COURT OPINIONS.....		
Alcona V case, defining discretion of commissioners in ordering "Y".....	1893	896
Carpenter, D. J., Beloit, v. C. M. & St. P., what constitutes state commerce.....	1892	901
Cutler, G. L., Clarion, under farm crossing.....	1892	889
Ft. Dodge v. C. B. I. & P. et al., rebuilding of Tara track.....	1893	879
McDonald, Thomas, Bayard, under farm crossing case.....	1893	893
Sunny Hill Alliance, Hartley, asking for site for coal house.....	1892	903

	YEAR.	PAGE
SUPREME COURT, decisions of in reference to orders of railroad commissioners dis-	1892	51-30
cussed.....	1878	85
Decisions of in Granger cases.....		
SWITCH TRACK—see <i>Spur Track</i> .		
SWITCH, definition of, what constitutes.....	1860, 901, 922; 1891, 792; 1892, 798; 1894	310
SWITCHES, INTERLOCKING—see <i>Interlocking Switches</i> .		
SWITCHING.		
Charges for.....	1895	217
Legislation recommended.....	1889, 38; 1891	43
Less rate for greater number of cars switched.....	1898	607
Regulations of commissioners concerning.....	1891	862
Schedule for, in Dubuque case established.....	1887, 749; 1889, 1034-1036	
COMPLAINTS CONCERNING.		
Advance Thresher Co. v. C. & N.-W., refusal.....	1891	708
Aultman, C. & Co., Cedar Rapids, v. C. & N.-W., refusal and discrimination.....	1893	206
Bausler Bros., Clinton, v. C. & N.-W., refusal, car of wheat.....	1891	778
Bigelow, Bros., New Hampton, v. C. G. W., refusal.....	1894	281
Cathcart & Woodruff, Correctionville, v. Ill. Central et al.....	1894	350
C. Ft. M. & D. M. Ry. Co. v. St. L., K. & N. W. Ry. Co., exorbitant.....	1894	356
Conant, Homer, Sheldon, v. Illinois Central et al., refusal.....	1894	339
Council Bluffs Water Works Co. v. C. & N.-W., excessive.....	1888	607
Cunningham, T. A., Clare, v. C. & N.-W., excessive.....	1890	860
Cunningham, T. A., Clare, v. C. & N.-W., rehearing.....	1891	800
Day & Sons, Minneapolis, v. Illinois Central, unreasonable charges for.....	1889	490
Deaf Institute, Council Bluffs, v. C. & N.-W., excessive.....	1891	792
Des Moines Lined Oil Co. v. C. & N.-W., refusal to.....	1897	182
Des Moines Northern & Western Ry. Co. v. C. & N.-W., refusal.....	1895	229
Des Moines Oil Tank Line Co. v. C. & N.-W., refusal, tank cars.....	1888	827
Des Moines Street R. R. Co. v. C. & N.-W., exorbitant charges, rate fixed.....	1892	790
Dubuque Board of Trade v. Illinois Central et al., refusal to.....	1887	743
Dissenting opinion by Commissioner Dey.....	1887	749
Dubuque, fuel oil switching case.....	1889	1032
Farmington Coal and Mining Co. v. C. & N.-W., charges.....	1894	308
Firmenich Mfg. Co., Marshalltown, v. Iowa Cent. and C. & N.-W., refusal.....	1890	868
Gould, E. E., Goldfield, v. B. C. R. & N., failure.....	1882	550
Hambleton Milling Co., Keokuk, v. C. & N.-W., discrimination.....	1894	353
Hampton Milling Co., Hampton, v. Iowa Central, refusal.....	1890	867
Heath, H. B. & Sons, Fort Dodge, v. Ill. Cent., discrimination.....	1894	164
Heath, H. B. & Sons, Fort Dodge, v. M. & St. L., at Sheldon.....	1891	60
Heaton Fuel Co., Council Bluffs, v. C. & N.-W., excessive charges.....	1889	607
Jones county, supervisors of, v. C. & N.-W.....	1888	873
Keokuk & W. R. R. Co. v. St. L., K. & N. W. et al., exorbitant charges.....	1889	964
Lane, H. D. & Co., Tama, v. C. & N.-W., exorbitant rate.....	1892	854
Littie, E. J., Lima, Ohio, v. C. & N.-W., refusal, cars of oil at Dubuque.....	1889	1033, 1036
Lyons Paper Mill Co. v. C. & N.-W., excessive rates on coal.....	1892	865
Malden, T. E., Manson, v. Ill. Cent., exorbitant charges.....	1881	131
Miller, A. H., Melbourne, v. C. & N.-W., refusal to.....	1893	315
Norwegian Plow Co., Dubuque, v. Ill. Cent., refusal to.....	1889	1037
Oskaloosa Water Co., Oskaloosa, v. Central Iowa, excessive rates for.....	1886	560
Ottumwa Iron Works, v. C. & N.-W., excessive charges on coal.....	1891	727
Randall & Dickey, Des Moines, v. C. & N.-W., refusal cars of implements.....	1892	837
Swezey & Borman, Newell, v. Ill. Cent., excessive rates.....	1883	539
Talbot, D. H., Sioux City, v. C. & N.-W., excessive charges.....	1890	884
Thompson, Watson, Clinton, v. C. & N.-W., refusal to.....	1888	666
Townsend, E., Cedar Falls, v. Ill. Cent., overcharge.....	1881	142
Townsend, J. W., Keokuk, v. C. & N.-W., discrimination in.....	1894	353
Vincent, J. F., Des Moines, v. C. & N.-W., cars to Union stockyards.....	1895	105
Western White Bronze Co., Des Moines, v. C. & N.-W., refusal.....	1895	192
Wisconsin, Iowa & Nebraska Ry. Co., v. C. & N.-W., refusal to.....	1884	5
Wisconsin, Iowa & Nebraska Ry. Co., v. Iowa Northern, refusal to, and forward.....	1886	559
Wolf, F. A., Cedar Rapids, v. C. & N.-W., refusal to.....	1893	244
Wylie, J. S., Davenport, v. C. & N.-W., excessive charges.....	1890	901, 900

	YEAR.	PAGE.
TAKING UP TRACK—see <i>Abandonment of Road</i> .		
TARIFFS.		
Posting of, legislation recommended.....	1889	42
Rolling of board, concerning posting of.....	1889	1099
TARIFF, GRANGER—see <i>Granger Tariff</i> .		
TAXES, TAXATION AND TAX AID.		
Discussion of law concerning.....	1884	83
In aid of railroads, discussed.....	1894	84
In aid of railroads to secure stations—see <i>Stations</i> .		
Hich, Geo. L., Fort Dodge, v. Ft. Dodge & Ft. Ridgeley and M. & St. L. Rys.....	1883	290
Returns to be made to railroad commissioners.....	1878	60
Taxation of railroad property.....	1886	14
Taxation of railroads discussed.....		
TERMINAL CHARGES.		
Huss, S. E., Coon Rapids, v. C. & N.-W., excessive on short haul of coal.....	1887	733
Dissenting opinion by Commissioner Dey.....	1887	733
Petition for establishment of at 1 cent per hundred.....	1889	1094
TERMINAL, DIVISION OF, BETWEEN ROADS—see <i>Miscellaneous</i> ; also <i>Rates</i> .		
THROUGH BILLING.		
Davenport, shippers of, v. B. C. R. & N. et al., at West Liberty.....	1889	1022, 1097
THROUGH RATES, PERCENTAGE OF, ALLOWED TO LOCAL LINES.....	1893	33
THROUGH TRAIN SERVICE—see <i>Train Service</i> .		
TICKETS.		
Bogart, George, Shenandoah, v. C. & N.-W., in honoring round-trip tickets.....	1890	930
Burns, Thomas, Breda, v. C. & N.-W., refund paid for but not issued.....	1893	316
Syran, M. W., Frempont, v. Iowa Cent., discrimination in sale of round trip.....	1891	737
Discrimination in sale of—see <i>Discrimination</i> .		
Grisell, A. H., Menlo, v. C. & N.-W., regulations concerning, limited.....	1890	996
TIME RATE—see <i>Rates</i> .		
TIME FOR LOADING AND UNLOADING CARS—see <i>Demurrage</i> .		
TOLL BRIDGE, ABSORPTION OF—see <i>Bridge Toll</i> .		
TONNAGE.		
Earnings, on state and interstate, decrease in for 1894, compared with 1893.....	1894	215
East and west compared.....	1878	64
From point to point in Iowa as compared with total Iowa tonnage.....	1892	15-30
Failure of companies to report commodity.....	1878	61
Failure to separate for different states.....	1878	68
In car loads and less than car loads, comparative amount in car.....	1893	33
In Iowa, increase of.....	1890, 36; 1891	4
In Iowa, has reached its maximum.....	1883	32
Local freight, percentage of in Iowa.....	1884	31
Percentage of.....	1885	33
TOOL CHEST, MECHANICS', TRANSPORTATION OF AS BAGGAGE—see <i>Baggage</i> .		
TOPOGRAPHICAL—Discussion of elevation of railroads.....	1879	59-63
TRACKS, SPUR, COMPULSORY OPERATION OF—see <i>Spur Tracks</i> .		
TRACK, TAKING UP—see <i>Abandonment of Road</i> .		
TRACK SCALES.		
Calloway, Dr. P., Atlantic, v. C. & N.-W.....	1895	223
For weighing grain and live stock.....	1895 xxxvii	
Sanders, W. B., Rolfe, v. C. & N.-W., conditions necessary for securing.....	1892	851
TRAFFIC POOLING—see <i>Pooling</i> .		
TRAINS BLOCKING STREETS—see <i>Obstructing Streets</i> .		
TRAIN CONNECTION—see <i>Train Service</i> .		
TRAINS CARRYING PASSENGERS TO BE STOPPED AT PLATFORM—see, also, <i>Stopping Trains at Platforms</i> .		
TRAINS, SPEED OF—see <i>Speed of Trains</i> .		
TRAIN SERVICE—see, also, <i>Stopping Trains at Platforms</i> .		
Carriers required to furnish adequate and reasonable facilities.....	1891	810
Obligation to furnish first-class service in consideration of aid received.....	1889	1007
Restoration of on branch lines.....	1889	19
Should be so arranged as to carry passengers to principal towns in forenoon and return in the afternoon.....	1891	796, 810

TRAIN SERVICE. COMPLAINTS CONCERNING.		YEAR.	PAGE.
Afton, citizens of, v. C. G. W., insufficient mail service at Talmage	1896	78	
Albia, citizens of, v. Central Iowa, insufficient number of trains	1893	589	
Alden, F. E., Furry, v. Illinois Central, stopping fast train	1892	94	
Alton, J. F., Vinton, v. C. M. & St. P., petition for additional	1899	1081	
Aplington, citizens of, v. Ill. Cent., re-establishment of night service, etc.	1893, 219;	1896	
Atalssa, citizens of, v. C. R. I. & P., stopping through trains	1897	88	
Aurora, citizens of, by H. J. Griswold, Winthrop, v. C. G. W., better mail	1894	76	
Bayless, F. D., Elkader, v. C. M. & St. P., insufficient	1894	204	
Cascade, citizens of, v. C. M. & St. P., inadequate freight train service	1889	1013	
Cass, citizens of, v. B. C. R. & N., stopping additional trains	1896	85	
Corning, citizens of, v. C. H. & Q., stopping trains	1889	1014	
Cozser, H. F. W., Indianola, v. C. & N.-W. et al., connection at Sheldahl	1891, 788;	1893	
Dumming, citizens of, v. C. G. W., additional train service	1887	727	
Dashell, M. A., et al., Indianola, v. C. R. I. & P.	1896	324	
Davis, W. J., Harlan, v. C. R. I. & P., withdrawal of, on branch lines	1892	859	
Deane, citizens of, et al., v. C. M. & St. P., additional train	1889	1008	
De Soto, Earibam, Dexter, citizens of, v. C. R. I. & P., additional	1892	783	
Denison, citizens of, v. C. & N.-W., petition to stop fast train	1897	91	
Dunsmore, N., Rockwell, v. Central Iowa, failure to stop at stations, etc.	1892	793	
Earibam, citizens of, v. C. R. I. & P., petition to stop additional trains	1882	529	
Elkader, citizens of, C. M. & St. P., on branch line	1899	519	
Forbes, Frank, Osage, v. C. M. & St. P. et al., train connections	1897	97	
Green Bros., et al., East Peru, v. C. G. W., insufficient freight	1888	684	
Greenfield, Orient, Bridgewater, Fontanelle and Massena, citizens of, v. C. R. & Q., additional train service for branch line	1885	119	
Hancock, J. T. & Sons, Dubuque, v. C. G. W., passenger	1891	763	
Hosper, citizens of, v. C. St. P., M. & O., petition for night train service	1895	171	
Hoyt, O. N., Green Mountain, v. C. G. W., stopping train on signal	1896	45	
Hummer, George, Mercantile Co., Iowa City, v. C. R. I. & P., insufficient	1897	116	
Jenison, E. M., Ottumwa, v. Wabash, v. C. R. I. & P., insufficient	1894	316	
Jones, O. D., Independence, v. C. R. I. & P. and Ill. Cent., insufficient	1895	180	
Keosauqua, citizens of, v. C. R. I. & P., petition for	1894	301	
Kirkpatrick, J. W., Wyoming, v. C. & N.-W., carrying passengers on freight trains	1897	875	
Knowles, W. F., James, v. C. St. P., M. & O., petition for local	1897	351	
Knowles, W. F., James, v. Ill. Cent., et al., Le Mars to Sioux City	1893	128	
Latty, citizens of, v. B. C. R. & N., passenger train	1895	672	
Leinkuehler, Frank, Moscow, v. C. R. I. & P., additional trains	1887	928	
McCaulsbury, John P., Sunde et al., of, v. Iowa Central, branch line train service	1893	217	
McDougall, D. J., et al., Arcadia, v. C. & N.-W., insufficient	1886	49	
Milo, Lacona, Ackworth, Chariton, v. C. R. & Q.	1884	517	
Mt. Ayr and citizens of Ringold county v. C. R. & Q., inadequate	1896	164	
Dissenting opinion of Commissioner Day	1899	1004	
Mt. Ayr, citizens of, v. C. B. & Q., letter from attorney-general concerning	1899	1028	
Murphy, D. D., Elkader, v. C. M. & St. P., improved	1893	940	
Numa and Centerville, citizens of, v. C. R. I. & P., additional	1892	864	
Olinger, William, Thayer, v. C. B. & Q., additional	1891	791	
Panama and Persia et al., citizens of, v. C. M. & St. P., additional	1894	285	
Persia, citizens of, et al., v. C. M. & St. P., additional	1892	793	
Pleasanton, citizens of, v. D. M. & K. C., additional	1892	793	
Priny, H. C., Center Point, v. B. C. R. & N., additional	1893	139	
Reynard, Joseph S., et al., Creston, v. C. St. P. & K. C. and C. B. & Q., additional	1892	742	
at Afton Junction	1893, 779;	1893	
Rudd, citizens of, v. C. M. & St. P., stopping fast train, 1894, 117; rehearing	1893	136	
Sandusky, citizens of, v. St. L., K. & N. W., stopping fast train	1895	115	
Santiago and Berwick, citizens of, v. C. St. P. & K. C., additional	1894	204	
Scott, J. H., Mediapolis, v. B. & N. W., train to carry passengers	1892	797	
Seamans, H. W., Clinton, v. B. C. R. & N., insufficient	1892	849	
Shannon City, J. K. Ewing et al., of, v. C. G. W., stopping fast train	1890	945	
Sioux, citizens of, v. S. C. & P., additional	1896	50	
Snook, D. H., et al., Duraat, v. C. R. I. & P., insufficient	1899	1072	
Talmage, citizens of, v. C. G. W., insufficient mail service	1896	146	
Tiffin and 16 other cities and towns on C. R. I. & P., additional	1891	802	

TRAIN SERVICE—Continued—		YEAR.	PAGE.
Waukon, citizens of, v. C. M. & St. P., additional	1892	732	
Wehrle, D. C., Berwick, v. C. G. W., stopping certain trains	1893	130	
Westgate, R. K. Robinson of, v. C. G. W., stopping fast train	1896	22	
White, George F., Low Moor, v. C. & N.-W., additional	1899	1097	
Whiting, city of, v. S. C. & P., stopping fast train	1896	45	
Whitmore, Frank, Osceola, v. C. B. & Q., insufficient passenger	1887	708	
Whitney, W. C., Whiting, v. S. C. & P., stopping trains	1896	80	
Wehrle, William E., v. C. M. & St. P., from McGregor	1885	808	
Wilson, F. M., Templeton, v. C. M. & St. P., stopping of "flyer"	1893, 213;	1894	
Yorkshire, citizens of, et al., v. C. M. & St. P., additional	1893	783	
TRAMPS	1879	45	
TRANSFER AND TRANSFER FACILITIES, CHARGES, ETC.—see, also, Wyes.			
Baggage, passenger or freight, discussion of law concerning	1884	78-79	
Fogg, J. Leland, Cedar Rapids, v. C. M. & St. P. et al., charges	1892	818	
Fayette county, citizens of, v. C. M. & St. P., at Donna Junction	1887	705	
Harris & Cole Bros., Cedar Falls, v. C. & N.-W., Ill. Cent., C. B. & Q. C. St. P. & K. C. and H. & S., petition for transfer for less than carload freight in O'Brien county, near Afton, and in Ringold county	1899	908	
Lieser, L. M., Abbott, v. B. C. R. & N., failure to furnish	1890	196	
Louden Machinery company, Fairfield, v. C. B. & Q. and C. G. W., at Afton	1893	197	
Miller, Jay D., Ida Grove, v. C. M. & St. P. et al., petition for crossing	1887	758	
Nelson, Oley, et al., v. C. & N.-W. and C. M. & St. P., at Sheldahl	1893	686	
Reynard, J. S., Creston, v. C. B. & Q. and C. G. W., at Afton Junction	1890	196	
Rodifer, J. W., Council Bluffs, v. C. & N.-W., protest against requiring transfer of coal at Junction	1879	39	
Waldo & Thornley, Woodward, v. C. R. I. & P. et al., at Junction	1897	192	
TRANSPORTATION FACILITIES FOR COAL—see, also, Failure to Furnish Cars			
TRANSPORTING FREIGHT—see Refused to Receive and Forward Freight.			
TRANSPORTATION FREE FOR COMMISSIONERS AND SECRETARY—see, also, Loans	1878	33	
TRAVELING MEN'S SAMPLE CASES—see Baggage.			
TRESPASSING ON TRACK, DANGER OF	1891	841	
TUCKER, HORACE, G. F. A. Ill. Cent., on reduction of Iowa corn rates	1886	821	
UNDER CROSSING—see Crossing.			
UNIFORMITY OF RAILROAD ACCOUNTS—see Accounts.			
UNIFORM CLASSIFICATION, discussed	1887	4	
UNION DEPOTS—see, also, Stations and Joint Stations.			
At Junction points, discussed and recommended	1884	43, 75, 82	
Discussion of, by L. S. Coffin	1893	89	
Liabilities of companies using same	1884	92	
Legislation recommended	1889, 40;	1891	
COMPLAINTS CONCERNING			
Adams county, citizens of, v. C. St. P. & K. C., et al., petition, near Afton	1888	744	
Council Bluffs, city of, v. all entering railways, petition for	1892	809	
Council Bluffs, citizens of, v. various lines, petition for	1886	57	
Harrison Twp., Mahaska Co., citizens of, v. B. & W. and C. & N.-W., petition	1887	754	
Koekuk, city of, v. C. R. I. & P. et al., petition for	1886	612	
Dissenting opinion by Commissioner Coffin	1886	617	
Morning Sun, citizens, v. B. C. R. & N. et al., petition for	1889	739	
Ottumwa case	1887	899	
Wheatland case	1887	756	
UNIT OF RATES, the car load—see, also, Car Load Rates.	1880	192	
UNJUST DISCRIMINATION—see Discrimination.			
UNSAFE CONDITION OF BRIDGE—see Bridge, Unsafe Condition of.			
UNSAFE CONDITION OF ROAD.			
Barnes, A. B., Albia, v. Albia & Cent.	1893	739	
Bristol, citizens of, v. C. G. W., of Sumner & Hampton branch	1892	764	
Cochran, M., Oasis, v. B. C. R. & N.	1881	134	
Edwards, N. W., Moulton, v. St. L., K. C. & N.	1890	64	
Employs, committee of, v. O. & St. L.	1892	703	
Hotchkiss, A. C., Adel, v. D. M. & N. W.	1892	848	
Kasson, L. J., Des Moines, v. Iowa Cent.	1896	553	
Sumner & Hampton branch on C. G. W.	1892	634	

VALUE.	YEAR.	PAGE.
Actual present cash, of road and equipment, letters concerning.....	1887	131-147
Letter of W. G. Parly, vice-president C. R. I. & P. Ry Co., and discussion.....	1888	41, 44-45
Present cash, of railroad property.....	1888	661
Of railroads as compared with other property.....	1878	86
VIADUCTS.		
City council, by laws of Iowa, given full control and jurisdiction over the streets, alleys and public grounds of the city.....	1903	152
Commissioners have no authority to order, where no street exists.....	1892	777
Conditions of in various cities.....	1894	159
Expense not a factor in protecting life at crossings.....	1888	806
Jurisdiction of commissioners over, appellate or supervisory in its nature.....	1888	153
Objections of abating property owners relatively unimportant as bearing upon the public safety and convenience.....	1893	153
Plans for construction must provide for closing street over railroad.....	1904	156
Rights of public to viaduct, expense not to be considered.....	1886	566
COMPLAINTS CONCERNING.		
Cedar Rapids, city of, v. B. C. R. & N., et al., petition for across Avenue A.....	1888	742
Cedar Rapids, city of, v. various railways, petition for.....	1891	601
Davenport, Chas. Francis, engineer, v. C. M. & St. P., petition for.....	1894	304
Des Moines, Iowa, in matter of, on Ninth street.....	1888, 735	184, 143
Des Moines, in matter of, on Seventh street.....	1888	736
Des Moines, plans for, on Seventh street, approved.....	1889	1079
Des Moines, city of, v. various railways, petition for, on Ninth street.....	1903	149
Fort Dodge, city of, v. C. R. I. & P. and M. & St. L., petition for.....	1902	802
McGregor, city of, v. C. M. & St. P., over-crossing on highway.....	1889	1009
Neola, citizens of, v. C. R. I. & P. and C. M. & St. P., petition for.....	1892	805
Oskaloosa, city of, v. C. R. I. & P., petition for.....	1882	758
Walnut, citizens of, C. R. I. & P., petition for overhead crossing.....	1889	979
VIOLATION OF CONTRACT—see Contract.		

WAREHOUSE SITES—see Sites.		
WAREHOUSES, PUBLIC, should be established.....	1895	xxxvi
WAREHOUSE, USE OF CARS FOR—see Demurrage.		
WARMING CARS—Discussion of.....	1887, 56	186 6
WAR, RATE—see Rate Wars.		
WATER, OVERFLOW, DRAINAGE, BACK WATER, ETC.—see Overflow, Drainage.		
WATER ROUTES for east-bound freights, effects on rates.....	1879	70
WATERED STOCK—see, also, Capitalization and Stock Watering.		
Discussion of.....	1881, 83; 1883, 31; 1886, 55; 1887	51-58
Earnings of, 1874 to 1888.....	1891	36, 37
Increase of, by C. R. I. & P.....	1880	178
Increase of, by C. R. & Q.....	1880	178
Legislative control in issuance of.....	1880	179
WATERWAY, OBSTRUCTION OF—see Obstruction and Overflow.		
WATT, JAMES, letter of, on maintenance of car load rates.....	1885	47
WEIGHING ASSOCIATION, WESTERN, Rules to govern shipments.....	1895	218
WHISTLING AT HIGHWAY CROSSINGS—see Stock Killed, Crossing, Highway.		
WHOLESALE AND RETAIL RATES—see, also, Car Load Rates.....	1880	182
WHOLESALE HOUSES, NUMBER IN IOWA—see Jobbers.		
WICKER, H. C., traffic mgr. C. & N.-W., on reduction of Iowa corn rates.....	1886	621
WYES.		
Discussed and legislation recommended.....	1889	46
Laws concerning, imperative and compulsory.....	1882, 429; 1887	754
Legislation recommended.....	1891	44
Will not be ordered unless required for commercial reasons.....	1893	171
COMPLAINTS CONCERNING.		
Adams county, citizens of, v. C. B. & Q., petition for near Afion.....	1888	747
Algona, citizens of, v. C. M. & St. P., petition for.....	1889, 1056-1059	
Algona, citizens of, v. C. & N.-W. et al., petition for.....	1890	843
Atwood, What Cheer Stove Co., v. C. R. I. & P. et al., petition for.....	1897	139
Bevington, D. M. & K. C. v. C. R. I. & P.....	1897	96
Hillings, E. Ogden, v. M. & St. L. and C. & N.-W., at Ogden.....	1882	559

	YEAR.	PAGE.
WYES—Continued—		
Brown, M. G. et al., Waterloo, v. C. G. W. et al.....	1897	30
Budd, H. J., Knoxville, v. C. & N.-W. and C. H. & Q., transfer track.....	1884	280
Burt, C. J., Dubuque, v. C. M. & St. P. and C. & N.-W., at Olliston.....	1897	139
Caurnforth, What Cheer Stove Co., v. C. R. I. & P. et al.....	1894	214
Central Iowa Coal Co., Des Moines, v. D. M. & Ft. D. et al., petition for.....	1884	591
Cox & Kirker, Deep River, v. C. R. I. & P. and C. & N.-W., at crossing.....	1889	1083
Diagonal, citizens of, v. C. St. P. & K. C. and H. & S., petition for.....	1887	705
Fayette county, citizens of, v. C. M. & St. P. et al., at Donnou Junction.....	1886	530
Geddings, C. S. Kelly, v. C. & N.-W., refusal to transfer cars at Sheldahl.....	1882	422
Hanna, J. Q., Goldfield, v. C. & N.-W.....	1882	225
Henry, W. G. et al., Emmetsburg, v. B. C. R. & N. and C. M. & St. P.....	1885	606
Lawrence, C. S., Manning, v. C. & N.-W. and C. M. & St. P.....	1897	30
Lehigh, Sam'l McClure, v. M. C. & Ft. D. et al.....	1880	136
Lieser, I. M., Abbott, v. B. C. R. & N., petition for.....	1882	436
Lieser et al., Abbott, v. B. C. R. & N. and Central Iowa, for establishment of.....	1896, 25; 1897	19
Lohrville, Patten, M. T. of, v. C. & N.-W., application for.....	1885	548
McCoy, H. C., Algona, v. C. M. & St. P. and C. & N.-W., at crossing.....	1887	755
Miller, J. D., Ida Grove, v. C. M. & St. P. et al., petition for.....	1892	756
Owston, citizens of, v. B. C. R. & N. and C. M. & St. P., petition for.....	1884	579
Richardson, G. H., Belmont, v. Central Iowa and B. C. R. & N., at crossing.....	1882	589
Robinson, C. W., Dubuque, v. C. & N.-W. and Ill. Cent., at Webster City.....	1892	762
Rock Rapids, citizens of, v. Ill. Cent. et al., for transfer track.....	1892	738
Seymour, citizens of, v. C. M. & St. P. et al., for transfer track.....	1896	33
Shannon City, citizens of, v. C. G. W.....	1889	603
Smith, R. H., Holstein, v. C. & N.-W. et al., at Correctionville.....	1897	754
Sutherland and Paullina, citizens of, v. C. & N.-W. et al.....	1886	745
Sutherland and Paullina, citizens of, v. C. & N.-W. et al., order for.....	1886	745
Y CONNECTIONS—see Wyes.		
Y. M. C. A. SECRETARIES, reduced rates for.....	1898	254

INDEX TO THIS VOLUME.

SEE APPENDIX REPORT 1895 FOR INDEX TO ALL VOLUMES—1878
TO 1897 INCLUSIVE.

	PAGE
A CCIDENTS, table of.....	241
ADDITIONAL TRAIN SERVICE. See <i>Train Service</i> .	
ADEL, F. D. McKay of, v. D. M., N. & W., overcharge on car of coal.....	115
AFTON JUNCTION, additional station facilities at.....	101
ALBIA & CRESTERVILLE RY. CO., condensed report of.....	247
ALGONA, Hamilton & Co. of, v. B., C. R. & N., what constitutes state commerce.....	115
ALGONA, J. C. Raymond, Co. Attorney Kossuth Co., v. B., C. R. & N., highway crossings....	51
AMES & COLLEGE RY. CO., condensed report of.....	247
ANDERSON, Wm. M., St. Charles, v. D. M. & K. C., farm and alley crossings.....	23
ARCADIA, town of, v. C. & N.-W., opening of street crossing.....	38
ASSETS AND LIABILITIES, tables of.....	210-211
ATALISSA, citizens of, v. C., R. I. & P., insufficient train service.....	75
ATCHISON, TOPEKA & SANTA FE RY. CO., condensed report of.....	248
B ECK, W. J. R. Ft. Madison, v. St. L., K. & N.W., stopping caboose at depot.....	59
BEEMAN, C. D., Waukon, v. C., M. & St. P., discrimination, interstate.....	95
BEVINGTON, application for Wye at, by D. M. & K. C.....	26
BLAIR v. S. O. & P., decision of Iowa supreme court affecting joint rates.....	255
BOAL JOHN, ET AL., Mitchellville, v. C., R. I. & P., insufficient drainage.....	144
BONDS, tables of.....	152-155, 185
BOONE VALLEY COAL AND RAILWAY COMPANY, condensed report of.....	250
BRANCH LINE TRAIN SERVICE. See <i>Train Service</i> .	
BUILDING, TRENTON, ETC., table of.....	220
BROWN, M. C., ET AL., Waterloo, v. C. G. W. et al., We at Waterloo.....	30
BURLINGTON, CEDAR RAPIDS & NORTHERN RY. CO., condensed report of.....	251
BURLINGTON & NORTHWESTERN RY. CO., condensed report of.....	225
BURLINGTON & WESTERN RY. CO., condensed report of.....	225
C ADE, R. C., Carroll, v. C. & N.-W., overcharge on railway ticket.....	49
CAPITAL STOCK, table of.....	159
CARRIED PAST STATION—	
Lightner, F. E., Carthage, Mo., v. C., G. W.....	137
CARROLL, R. C. Cade of, v. C. & N.-W., overcharge on railway ticket.....	49
CARRYING PASSENGERS ON FREIGHT TRAINS—	
Kirkpatrick, J. W., Wyoming, v. C. & N.-W., failure.....	151
CARTHAGE, MO., F. E. Lightner of, v. C. G. W., carried past station.....	137
CASES CLOSED BY CORRESPONDENCE.....	51
CATTLE GUARDS, table of.....	220
CATTLE GUARDS—	
Frazier, Geo., Panora, v. D. M. & N. W., stock killed on account of.....	110
CHEROKEE, A. S. Hurley of, v. B. & M., loss of goods in transit.....	145
CHICAGO, BURLINGTON & KANSAS CITY RY. CO., condensed report of.....	256
CHICAGO, BURLINGTON & QUINCY R. R. CO., condensed report of.....	253
CHICAGO, FT. MADISON & DES MOINES RY. CO., condensed report of.....	259

	PAGE
CHICAGO GREAT WESTERN RY. CO., condensed report of.....	261
CHICAGO, IOWA & DAKOTA RY. CO., condensed report of.....	260
CHICAGO, MILWAUKEE & ST. PAUL RY. CO., condensed report of.....	263
CHICAGO & NORTH-WESTERN RY. CO., condensed report of.....	258
CHICAGO, ROCK ISLAND & PACIFIC RY. CO., condensed report of.....	266
CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RY. CO., condensed report of.....	270
CLASSIFICATION—	
France, H. C., Rose Hill, v. C., R. I. & P., minimum weights, marked capacity of cars.....	135
Ketchum & Johnson Co., Marshalltown, v. C. & N.-W., minimum weights.....	108
Mineah, E. D. & Co., Eagle Grove, inquiry concerning sawdust and fuel.....	154
COMMISSIONS, cost of railroad, by states, tables of.....	242, 243
COMMUTATION TICKETS—	
Lindeman, M., Epworth, v. Ill. Cent., can company be compelled to sell.....	80
CONDEMNATION PROCEEDINGS—	
Oskajocosa, by Ia. Cent. for station grounds.....	45
CONVENTION OF RAILROAD COMMISSIONERS.....	11
COON RAPIDS, Woman's Village Improvement Soc. of, v. C., M. & St. P., unsightly piles of dirt.....	105
CORRESPONDENCE, cases closed by.....	51
COST OF RAILROAD COMMISSIONERS, table of, by states.....	242, 243
COST OF ROAD, table of.....	172
CRAWFORD, M. A., Glard, v. C., M. & St. P., failure to plank highway crossing.....	148
CRESTON, Frank Wisdom of, v. C., B. & Q., station facilities at Afton Junction.....	101
CROOKED CREEK RAILROAD & COAL CO., condensed report of.....	272
CROSSINGS, HIGHWAY AND FARM, table of.....	220
CROSSING, ALLEY—	
Anderson, Wm. M., St. Charles, v. D. M. & K. C., at grade.....	25
CROSSING, FARM—	
Anderson, Wm. M., St. Charles, v. D. M. & K. C., at grade.....	25
Heavilin, S. R., Gladbrook, v. C. G. W., replacing crossing.....	122
Meyer, Arend, Holland, v. B., C. R. & N., under farm crossing.....	70
Schrimer, Mrs. F., Lion Junction, v. C., M. & St. P., under cattle pass.....	129
Swisher, J. W. D., Sigourney, v. C., R. I. & P., overhead or open.....	17
CROSSING, HIGHWAY—	
Arcadia, town of, v. C. & N.-W., opening street crossing.....	38
Crawford, M. A., Glard, v. C., M. & St. P., failure to plank.....	148
Elkport, town of, v. C., M. & St. P., failure to plank.....	143
Hutchinson, County Attorney, Sioux County, v. S. C. & N., near Maurice.....	59
Lestina, Road Supervisor, Froelich, v. C., M. & St. P., overflow of highway crossing.....	110
Long Creek Township, Van Wert, v. H. & S., overhead crossing too low.....	124
McKimpson, L., Thayer, v. C., B. & Q., petition for.....	112
Raymond, J. C., Algona, v. B., C. R. & N., opening of.....	51
DAMAGE ON ACCOUNT OF DEFECTIVE DRAINAGE. See Drainage.	
DAMAGE FROM FIRE—	
Leech, J. F., mayor of Mt. Pleasant, inquiry concerning contract of release from liability by railway company.....	155
Wilson, J. F., Jolley, v. D. M., N. & W., fire set by section men.....	150
DAWSON, E. A., elected commissioner.....	12
DEBE, funded, table of.....	12
DECISIONS OF COMMISSIONERS.....	125-168
DECISION OF IOWA SUPREME COURT AFFECTING RAILROADS, digest of.....	17
DELTA, COLORADO, A. J. Hadley of, v. C., R. I. & P. and D. & R. G., overcharge on household goods, interstate.....	289
DEPOT FACILITIES—	81
Erick, citizens of, v. Iowa Cent., petition to have station re-established.....	75
DEPOT GROUNDS, insufficient—	
Warner, W. F., Luana, v. C., M. & St. P.....	53
DEPOTS, stopping cabooses at. See Stopping Cabooses at Depot.	
DEPOT, union. See Union Depot.	
DES MOINES, Iowa Leather & Saddlery Co. of, v. C. & St. L., inquiry concerning passenger fares.....	110

	PAGE
DES MOINES & KANSAS CITY RY. CO., condensed report of.....	278
Des Moines & Kansas City v. C., R. I. & P., "Y" at Bevington.....	59
DES MOINES LINSHERD OIL CO. v. C., M. & St. P., refusal to switch.....	152
DES MOINES, NORTHERN & WESTERN R. R. CO., condensed report of.....	273
DES MOINES UNION RY. CO., condensed report of.....	270
DESOTO, citizens of et al., v. C., R. I. & P., additional train service.....	91
DEKTER, citizens of et al., v. C., R. I. & P., additional train service.....	91
DIGEST OF JUDICIAL DECISIONS.....	280
DISCRIMINATION IN FREIGHT RATES—	
Boeman, C. D., Waukon, v. C., M. & St. P., Interstate.....	96
DISCRIMINATION IN OMNIBUS PRIVILEGES. See Omnibus Privileges.	
DIVIDENDS, table of.....	133, 130
DRAINAGE—	
Ricke, Jas. G., Granger, v. D. M., N. & W., defective.....	113
See Obstruction and Overflow.	
DUBUQUE & SIOUX CITY R. R. CO., condensed report of.....	274
EAGLE GROVE, E. D. Mineah & Co. of, classification of sawdust and fuel.....	154
EARLIAM, citizens of et al., v. C., R. I. & P., additional train service.....	91
EARNINGS, entire line, tables of.....	186-188
Passenger, per mile of road.....	228
Freight, per mile of road.....	229
EARNINGS, Iowa, tables of.....	182-185
Passenger, per mile of road.....	224
Freight, per mile of road.....	225
EDMONDS, E. J., Marcus, v. Ill. Cent., failure to furnish cars.....	145
ELEVATORS, sites for, discussion of.....	4
ELKADER, citizens of, v. C., M. & St. P., train service on Elkader branch.....	97
ELKPORT, town of, v. C., M. & St. P., failure to plank highway crossing.....	143
ELM SPRINGS, H. F. Leon et al. of, v. C., M. & St. P., petition for agent.....	127
ELBRICK, citizens of, v. Iowa Cent., petition for re-establishment of station.....	73
EMPLOYEES AND SALARIES, Iowa, tables of.....	215-219
entire line, tables of.....	219
EPWORTH, M. Lindeman of, inquiry concerning commutation tickets.....	80
EQUIPMENT, table of.....	222, 223
EXCESSIVE FREIGHT CHARGES. See Overcharge.	
EXCESSIVE FREIGHT RATES. See Discrimination.	
EXCESSIVE HOURS FOR TRAIN CREW—	
Ogilvie, C. G., Muscatine, v. C., R. I. & P.....	79
EXPENSES, operating, Iowa, tables of.....	180-197
entire line, tables of.....	198-205
EXPRESS COMPANIES, their rates, regulations, etc.....	5
FAILURE TO FURNISH CARS—	
Edmonds, E. J. & Co., Marcus, v. Ill. Cent. for grain shipments to Minneapolis.....	145
FAIRFIELD, Rancy Bros. of, v. railway companies, rates on paving brick.....	111
FAST TRAINS, stopping at small stations. See Train Service.	
FENCE—	
Lockwood, J. C., Greene, v. B., C. R. & N., failure to fence.....	107
McGee, H., Martinsburg, v. B. & W., failure to fence.....	123
FT. DODGE, H. R. Heath & Sons v. M. & St. L. et al. switching at Sheldon.....	60
FT. MADISON, W. J. R. Beck of, v. St. L., K. & N.-W., stopping cabooses at depot.....	86
FRANCE, H. C., Rose Hill, v. C., R. I. & P., marked capacity of car.....	135
FRAZIER, GEO., Panora, v. D. M., N. & W., defective cattle guards—stock killed.....	110
FRAZIER, J. S., Nevada, v. C. N.-W., overcharge in passenger fare.....	121
FREIGHT RATES, discrimination in. See Discrimination.	
FROELICH, FRANK, Lestina, v. C., M. & St. P., overflow of highway crossing.....	119
FRY, U. S., Van Horn, inquiry relative to elevator site.....	67
FUEL CONSUMED BY LOCOMOTIVES, table of.....	239
GERMAM, OTTO, Imogens, v. C., M. & St. P., goods lost in transit.....	142
GIARD, M. A., Crawford of, v. C., M. & St. P., planning for highway crossing.....	148
GLADSBROOK, S. R. Heavilin of, v. C. G. W., replacing farm crossing.....	122

	PAGE
CHICAGO GREAT WESTERN RY. Co., condensed report of.....	281
CHICAGO, IOWA & DAKOTA RY. Co., condensed report of.....	292
CHICAGO, MILWAUKEE & ST. PAUL RY. Co., condensed report of.....	293
CHICAGO & NORTH WESTERN RY. Co., condensed report of.....	298
CHICAGO, ROCK ISLAND & PACIFIC RY. Co., condensed report of.....	296
CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RY. Co., condensed report of.....	279
CLASSIFICATION—	
France, H. C., Rose Hill, v. C. R. I. & P., minimum weights, marked capacity of cars.....	135
Ketchum & Johnson Co., Marshalltown, v. C. & N.-W., minimum weights.....	168
Mineah, E. D. & Co., Eagle Grove, inquiry concerning sawdust and fuel.....	154
COMMISSIONS, cost of railroad, by states, tables of.....	242, 243
COMMUTATION TICKETS—	
Lindeman, M., Epworth, v. Ill. Cent., can company be compelled to sell?.....	240
CONDEMNATION PROCEEDINGS—	
Oskaloosa, by Ia. Cent. for station grounds.....	45
CONVENTION OF RAILROAD COMMISSIONERS.....	11
COON RAPIDS, Woman's Village Improvement Soc. of, v. C. M. & St. P., unsightly piles of dirt.....	105
CORRESPONDENCE, cases closed by.....	51
COST OF RAILROAD COMMISSIONERS, table of, by states.....	242, 243
COST OF ROAD, table of.....	172
CRAWFORD, M. A., Giard, v. C. M. & St. P., failure to plank highway crossing.....	148
CRESTON, Frank Wisdom of, v. C. B. & Q., station facilities at Afton Junction.....	101
CROOKED CREEK RAILROAD & COAL CO., condensed report of.....	272
CROSSINGS, HIGHWAY AND FARM, table of.....	220
CROSSING, ALLEY—	
Anderson, Wm. M., St. Charles, v. D. M. & K. O., at grade.....	23
CROSSING, FARM—	
Anderson, Wm. M., St. Charles, v. D. M. & K. O., at grade.....	23
Heavilin, S. R., Gladbrook, v. C. G. W., replacing crossing.....	122
Meyer, Ared, Holland, v. B. C. R. & N., under farm crossing.....	70
Shrimper, Mrs. F., Linn Junction, v. C. M. & St. P., under cattle pass.....	120
Swisher, J. W. D., Sigourney, v. C. R. I. & P., overhead or open.....	17
CROSSING, HIGHWAY—	
Arcadia, town of, v. C. & N.-W., opening street crossing.....	38
Crawford, M. A., Giard, v. C. M. & St. P., failure to plank.....	148
Elkport, town of, v. C. M. & St. P., failure to plank.....	143
Hutchinson, County Attorney, Sioux County, v. S. C. & N., near Maurice.....	59
Lestina, Road Supervisor, Froelich, v. C. M. & St. P., overflow of highway crossing.....	119
Long Creek Township, Van Wert, v. H. & S., overhead crossing too low.....	134
McKimpson, L., Thayer, v. C. B. & Q., petition for.....	112
Raymond, J. O., Algona, v. B. C. R. & N., opening of.....	51
DAMAGE ON ACCOUNT OF DEFECTIVE DRAINAGE. See Drainage.	
DAMAGE FROM FIRE—	
Leech, J. F., mayor of Mt. Pleasant, inquiry concerning contract of release from liability by railway company.....	155
Wilson, J. F., Jolley, v. D. M., N. & W., fire set by section men.....	150
DAWSON, E. A., elected commissioner.....	150
DEBT, funded, table of.....	12
DECISIONS OF COMMISSIONERS.....	162-166
DECISION OF IOWA SUPREME COURT AFFECTING RAILROADS, digest of.....	17
DELTA, COLORADO, A. J. Hadley of, v. C. R. I. & P. and D. & R. G., overcharge on household goods, interstate.....	81
DEPOT FACILITIES—	
Elrick, citizens of, v. Iowa Cent., petition to have station re-established.....	72
DEPOT GROUNDS, insufficient—	
Warner, W. F., Luana, v. C. M. & St. P.....	53
DEPOTS, stopping cabooses at. See Stopping Cabooses at Depot.	
DEPOT, union. See Union Depot.	
DES MOINES, Iowa Leather & Saddlery Co. of, v. O. & St. L., inquiry concerning passenger fares.....	110

	PAGE
DES MOINES & KANSAS CITY RY. Co., condensed report of.....	278
Des Moines & Kansas City v. C. R. I. & P., "Y" at Bevington.....	26
DES MOINES LINEDER OIL CO. v. C. M. & St. P., refusal to switch.....	152
DES MOINES, NORTHERN & WESTERN R. R. Co., condensed report of.....	273
DES MOINES UNION RY. Co., condensed report of.....	275
DESOTO, citizens of et al., v. C. R. I. & P., additional train service.....	91
DEXTER, citizens of et al., v. O. R. I. & P., additional train service.....	91
DIGEST OF JUDICIAL DECISIONS.....	280
DISCRIMINATION IN FREIGHT RATES—	
Beemer, C. D., Waukon, v. C. M. & St. P., interstate.....	96
DISCRIMINATION IN OMNIBUS PRIVILEGES. See Omnibus Privileges.	
DIVIDENDS, table of.....	150, 160
DRAINAGE—	
Ricks, Jas. G., Granger, v. D. M., N. & W., defective.....	113
See Obstruction and Overflow.	
DRUQUE & SIOUX CITY R. R. Co., condensed report of.....	274
EAGLE GROVE, E. D. Mineah & Co. of, classification of sawdust and fuel.....	
Earlham, citizens of, et al., v. C. R. I. & P., additional train service.....	91
EARNINGS, entire line, tables of.....	
Passenger, per mile of road.....	228
Freight, per mile of road.....	229
EARNINGS, Iowa, tables of.....	
Passenger, per mile of road.....	224
Freight, per mile of road.....	225
EDMONDS, E. J., Marcus, v. Ill. Cent., failure to furnish cars.....	145
ELEVATORS, sites for, discussion of.....	4
ELKADER, citizens of, v. C. M. & St. P., train service on Elkader branch.....	97
ELKPORT, town of, v. C. M. & St. P., failure to plank highway crossing.....	143
ELM SPRINGS, H. F. Lyon et al. of, v. C. M. & St. P., petition for agent.....	127
ELIHO, citizens of, v. Iowa Cent., petition for re-establishment of station.....	72
EMPLOYEES AND SALARIES, Iowa, tables of.....	215-219
entire line, tables of.....	219
EPWORTH, M. Lindeman of, inquiry concerning commutation tickets.....	240
EQUIPMENT, table of.....	222, 223
EXCESSIVE FREIGHT CHARGES. See Overcharge.	
EXCESSIVE FREIGHT RATES. See Discrimination.	
EXCESSIVE HOURS FOR TRAIN CREW—	
Ogilvie, C. G., Muscatine, v. C. R. I. & P.....	79
EXPENSES, operating, Iowa, tables of.....	189-197
entire line, tables of.....	192-205
EXPRESS COMPANIES, their rates, regulations, etc.....	5
FAILURE TO FURNISH CARS—	
Edmonds, E. J. & Co., Marcus, v. Ill. Cent. for grain shipments to Minneapolis.....	145
FAIRFIELD, Roney Bros. of, v. railway companies, rates on paving brick.....	111
FAST TRAINS, stopping at small stations. See Train Service.	
FENCING—	
Lockwood, J. C., Greens, v. B. C. R. & N., failure to fence.....	107
McGee, H., Martinsburg, v. B. & W., failure to fence.....	133
FT. DODGE, H. R. Heath & Sons v. M. & St. L. et al. switching at Sheldon.....	60
FT. MADISON, W. J. R. Beck of, v. St. L., K. & N.-W., stopping cabooses at depot.....	89
FRANCE, H. C., Rose Hill, v. C. R. I. & P., marked capacity of car.....	135
FRAZIER, GEO., Panora, v. D. M., N. & W., defective cattle guards—stock killed.....	119
FRAZIER, J. S., Nevada, v. C. N.-W., overcharge in passenger fare.....	121
FREIGHT RATES, discrimination in. See Discrimination.	
FROELICH, FRANK, Lestina, v. C. M. & St. P., overflow of highway crossing.....	119
FRY, U. S., Van Horn, inquiry relative to elevator site.....	87
FUEL CONSUMED BY LOCOMOTIVES, table of.....	230
GERMAR, OTTO, Imogens, v. C. M. & St. P., goods lost in transit.....	
GIARD, M. A., Crawford of, v. C. M. & St. P., planning for highway crossing.....	148
GLAD BROOK, S. R., Heavilin of, v. C. G. W., replacing farm crossing.....	122

	PAGE
GRANGER, Jas. G. Ricke of, v. D. M., N. & W., defective drainage.....	113
GREENE, J. C. Lockwood of, v. B. C. R. & N., failure to fence.....	197
GREENE, C. G. Wertz of, v. B. C. R. & N., site for coal house.....	21
GREEN MOUNTAIN, Dr. O. N. Hoyt of, v. C. G. W., stopping train on signal.....	116
HADLEY, A. J., Delta, Col., v. D. & R. G., O., R. I. & P., overcharge on household goods, Interstate.....	81
HAMILTON & Co., Algona, v. B. C. R. & N., what constitutes state commerce.....	118
HEATH, H. R. & SOSS, Ft. Dodge, v. M. & St. L. et al., switching at Sheldon.....	60
HEAVILIN, S. R., Gladbrook, v. C. G. W., replacing farm crossing.....	122
HOLLAND, ARND Meyer of, v. B. C. R. & N., under farm crossing.....	70
HOYT, DR. O. N., Green Mountain, v. C. G. W., stopping train on signal.....	116
HUGHES, J. C., Norwalk, v. D. M. & K. C., overcharge on logs.....	58
HURLEY, A. S., Cherokee, v. B. & M., loss of goods in transit.....	148
HUTCHINSON, Wm., County Attorney Sioux County, v. S. C. & N., highway crossing near Maurice.....	69
I	
IMOGENE, Otto Germar of, v. C. M. & St. P., goods lost in transit.....	142
IOWA CENTRAL RY. CO., condensed report of.....	276
IOWA FALLS, J. W. Stalker of, v. Ill. Cent., discrimination in omnibus privileges.....	130
IOWA LEATHER AND SADDLERY CO., Des Moines, v. O. & St. L., passenger rates.....	110
IOWA NORTHERN RY. CO., condensed report of.....	277
INCOME ACCOUNT, Table of.....	174
INCOME ACCOUNT, IOWA Table of.....	175
INTERLOCKING SWITCHES, in Iowa.....	6
Belknap, C., R. I. & P. and Wabash.....	35
Davenport, C., R. I. & P. and B. C. R. & N.....	49
Fairfield, C., R. I. & P. and C. R. & Q.....	47
Libertyville, C., R. I. & P. and C., Ft. M. & D. M.....	85
Neola, C., R. I. & P. and C. M. & St. P.....	47
Ottumwa, C., R. I. & P. and O. B. & Q.....	45
INTEREST PAID DURING YEAR, table of.....	157
J	
JOINT RATES, decision of Iowa supreme court in reference to, Blair v. S. C. & P.....	285
JOLLEY, J. F. Wilson of, v. D. M., N. & W., fire set by section men.....	160
JUDICIAL DECISION, digest of.....	289
K	
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS R. R. CO., condensed report of.....	257
Keb, R. R. Williams of, v. C., B. & Q., overcharge on shipment of house.....	95
KEOKUK & WESTERN R. R. CO., condensed report of.....	277
KETCHUM & JOHNSON CO., Marshalltown, v. U. & N.-W., minimum weights.....	158
KIRKPATRICK, J. W., Wyoming, v. O. & N.-W., carrying passengers on freight trains.....	151
L	
L A GRANGE, J. H., Storm Lake, v. Ill. Cent., overcharge on junk to Chicago.....	68
LEBCH, J. F., Mt. Pleasant, inquiry concerning liability of Ry. Co. for fires.....	155
LEHIGH, application for Wye at, by Samuel McClure.....	36
LEIMKUEHLER, FRANK, Moscow, v. C., R. I. & P., overcharge on binding twine.....	117
LEMON, H. F., et al., Elm Springs, v. C. M. & St. P., petition for agent.....	127
LESTINA, FRANK, road sup'r., Froelich, v. C. M. & St. P., overflow on highway crossing.....	119
LIABILITIES AND ASSETS, tables of.....	316, 311
LIGHTNER, F. E., Carthage, Mo., v. C. G. W., carried past station.....	137
LINDEMAN, M., Epworth, inquiry of, concerning commutation tickets.....	80
LINN JUNCTION, Mrs. F. Shrimper v. C. M. & St. P., under farm crossing.....	129
LIVE STOCK CONTRACTS WITH EXPRESS COMPANIES.....	5
LOCKWOOD, J. C., Greens, v. B. C. R. & N., failure to fence.....	107
LOHRVILLE, application for Wye at, by M. T. Patten.....	19
LONG CREEK TWP., Van Wert, v. H. & S., overhead crossing too low.....	124
LOST IN TRANSIT—	
Germar, Otto, Imogene, v. C. M. & St. P., goods lost.....	142
Hurley, A. S., Cherokee, v. B. & M., loss of tools.....	148
LUANA, W. F. Warner et al. of, v. C. M. & St. P., insufficient depot grounds.....	53

	PAGE
M	
MARCUS, city of, v. Ill. Cent., stock yards a nuisance, removal of.....	125
MARCUS, E. J. Edmonds of, v. Ill. Cent., failure to furnish cars.....	145
MARKED CAPACITY OF CARS—	
France, H. C., Rose Hill, v. C., R. I. & P., rule governing.....	135
MARNE, McCullough & Fudge of, v. C., R. I. & P., lack of water in stock yards.....	132
MARSHALSTOWN, Ketchum & Johnson Co. of, v. C. & N.-W., minimum weights.....	158
MARTINSBURG, H. McGee of, v. B. & W., failure to fence right of way.....	133
MASON CITY & FT. DODGE RAILROAD CO., condensed report of.....	279
MATRIX CROSSING CASE, Storr county v. S. C. & N.....	59
MAXIMUM RATES, commissioners', opinion of supreme court concerning discussed.....	9
MCCLURE, SAMUEL, Lehigh, M. C. & Ft. D. et al., Wye at Lehigh.....	36
MCCULLOUGH & FUDGE, Marne, v. C., R. I. & P., lack of water in stock yards.....	132
MCGER, H., Martinsburg, v. B. & W., failure to fence.....	133
McKAY, F. D., Adel, v. D. M., N. & W., overcharge on car of coal.....	115
McKIMPSOK, L., Thayer, v. C., B. & Q., petition for highway crossing.....	113
MEYER, ARND, Holland, v. B. C. R. & N., under farm crossing.....	70
MILEAGE IOWA, tables of.....	214
traffic Iowa, tables of.....	224, 227
entire line, tables of.....	226-231
entire line, tables of.....	213, 213
tickets, Pollans, F. E., Waterloo, v. Ill. Cent., use of by other than purchaser.....	134
MINNEAP, E. D. & Co., Eagle Grove, classification of sawdust and fuel.....	154
MINIMUM WEIGHTS. See Classification.	
MINNEAPOLIS & ST. LOUIS, condensed report of.....	279
MITCHELLVILLE, John Boal et al. of, v. C., R. I. & P., insufficient drainage.....	144
MOORE, NATHAN, Van Meter, v. C., R. I. & P., overcharge—interstate.....	58
MOSCOW, Frank Leimkuehler of, v. C., R. I. & P., overcharge on binding twine.....	117
Mr. PLEASANT, J. F. Leech, mayor of, inquiry concerning right of release of railway company from liability for fires set out by engine, etc.....	153
MURCATINE, C. G. Ogilvie of, v. C., R. I. & P., excessive hours for train men.....	79
N	
NEVADA, J. E. Frazier of, v. C. & N.-W., overcharge in passenger fare.....	151
NEW BOSTON, citizens of, v. A., T. & S. F. et al., union depot.....	41
NORWALK, J. C. Hughes of, v. D. M. & K. C., overcharge on logs.....	58
NUISANCE—	
Marcus, City of, v. Ill. Cent., removal of stock yards.....	125
Woman's Village Imp. Co., Coon Rapids, Iowa, v. C. M. & St. P., unsightly piles of dirt.....	156
O	
OBSTRUCTION AND OVERFLOW—	
Boal, John et al., Mitchellville, v. C., R. I. & P., insufficient drainage.....	144
OGILVIE, C. G., Muscatine, v. C., R. I. & P., excessive hours for train men.....	79
OMAHA & ST. LOUIS RY. CO., condensed report of.....	280
OMNIBUS PRIVILEGES—	
Stalker, J. W., Iowa Falls, v. Ill. Cent., discrimination in.....	130
OPERATING EXPENSE. See Expenses.	
ORGANIZATION OF BOARD.....	12
OVERCHARGE IN PASSENGER FARES. See Passenger Fares.	
OVERCHARGE—	
Cade, R. C., Carroll, v. C. & N.-W., on railway ticket.....	69
Hadley, A. J., Delta, Col., v. C., R. I. & P. and D. & R. G., on household goods, Interstate.....	81
Hughes, J. C., Norwalk, v. D. M. & K. C., on shipment of logs.....	58
La Grange, J. H., Storm Lake, v. Ill. Cent., on junk to Chicago.....	68
Leimkuehler, Frank, Moscow, v. C., R. I. & P., on binding twine.....	117
McKAY, F. D., Adel, v. D. M., N. & W., on car of coal.....	115
Moore, Nathan, Van Meter, v. C., R. I. & P., on car of wheat to Chicago.....	58
Williams, R. R., Keb, v. C., B. & Q., on shipment of house.....	95
OVERFLOW—	
Lestina, Frank, road supervisor, Froelich, v. C. M. & St. P., on highway crossing.....	119
OVERFLOW. See also Drainage.	

PANORA, George Frazier of, v. D. M., N. & W., stock killed—defective cattle guards.....	110
PASSENGER FARES IN IOWA, highest and lowest.....	224
PASSENGERS CARRIED IN IOWA.....	224
carried one mile in Iowa.....	224
entire line.....	228
one mile.....	228
PASSENGER FARES—	
Frazier, J. S., Nevada, v. C. & N.-W., overcharge on account of longer route.....	121
Iowa Leather and Saddlery Co., Des Moines, v. O. & St. L., inquiry.....	110
PATTON, M. T., Lohrville, v. C. & N.-W. et al., application for "Y".....	19
POLLANS, P., Waterloo, inquiry concerning use of mileage tickets by other than purchaser.....	134
RAILROAD COMMISSIONS, cost of by states, tables of.....	242, 243
RAILS, renewal of, table of.....	221
RANEY BROS, Fairfield, v. railway company's rates on paving brick.....	111
RATES, express, discussed.....	9
RATES—	
Iowa supreme court's opinion of, in re Barris v. C., B. & Q. sand case, discussion of... 9	
joint. See <i>Joint Rates</i> .	
reasonable, decision of Minnesota supreme court affecting.....	302
Raney Bros., Fairfield, v. railway company's, on paving brick.....	111
RAYMOND, J. C., Algona, v. B. C. R. & N., highway crossings.....	51
REFUSAL TO SWITCH. See <i>Switching</i> .	
RENEWAL OF RAILS AND TIES, table of.....	221
RENTALS, table of.....	170
RIGKE, JAS. G., Granger, v. D. M., N. & W., defective drainage.....	113
ROLLING STOCK, table of.....	222, 223
ROSE HILL, H. C. France of, v. C., R. I. & P., marked capacity of car.....	135
ST. CHARLES, Wm. M. Anderson of, v. D. M. & K. C., farm and alley crossings.....	23
St. Louis, Kankuk & Northwestern Ry. Co., condensed report of.....	226
SAND CASE, Barris v. C., B. & Q., maximum rates.....	9
SHELDON, switching at, Heath & Sons v. M. & St. L. et al.....	60
SHRIMPER, Mrs. F., Lian Junction, v. C., M. & St. P., under farm crossing.....	129
SIGOURNEY, J. W. D., Swisher of, v. C., R. I. & P., farm crossing.....	17
SIOUX CITY & NORTHERN RD. CO., condensed report of.....	281
SIOUX CITY & PACIFIC RD. CO., condensed report of.....	271
SITES FOR ELEVATORS, WAREHOUSES, ETC., discussed.....	4
SITE—	
Fry, U. S., Van Horn, inquiry relative to elevator site.....	67
Wertz, C. C., Greene, v. B., C. R. & N., for coal house.....	21
STALKER, J. W., Iowa Falls, v. Ill. Cent., discrimination in omnibus privileges.....	120
STATE COMMERCE—	
Hamilton & Co., Algona, v. B., C. R. & N., what is state commerce.....	118
STATIONS, number of on roads and in Iowa, table of.....	22
STATION GROUNDS, condemnation of. See <i>Condemnation Proceedings</i> .	
STATION FACILITIES—	
Erick, citizens of, v. Iowa Cent., for re-establishment of.....	72
Lemon, H. F. et al., Elm Springs, v. C., M. & St. P., agent wanted.....	127
Wisdom, Frank, Creston, v. C., B. & Q. et al., additional at Afton Junction.....	101
STATISTICS, difficulty in obtaining.....	4
STEINERSON V. GREAT NORTHERN, reasonable rates, decision of Minnesota supreme court.....	302
STOCK, CAPITAL, table of.....	129
STOCK AND DEBT PER MILE, table of.....	127
STOCK KILLED—	
Frazier, George, Panora, v. D. M., N. & W., defective cattle guards.....	110
STOCK YARDS, nuisance. See <i>Nuisance</i> .	
STOCK YARDS—	
McCullough & Fudge, Marne, v. C., R. I. & P., lack of water in.....	122
STOPPING TRAIN ON SIGNAL. See <i>Train Service</i> .	
STOPPING CABOOSE AT DEPOT—	
Beck, W. J. R., Ft. Madison, v. St. L., K. & N.W.....	62

STORM LAKE, J. H. La Grange of, v. Ill. Cent., overcharge, junk to Chicago.....	68
SUPREME COURT, Iowa, digest of decisions of.....	220
Iowa, decision of, in Blair v. S. C. & P., joint rates.....	295
Minnesota, decision of, in Steenson v. G. N., reasonable rates.....	302
opinion in Barris v. C., B. & Q. sand case.....	9
SWISHER, J. W. D., Sigourney, v. C., R. I. & P., farm crossing.....	17
SWITCHING—	
Des Moines Linseed Oil Co. v. C., M. & St. P., refusal to switch.....	129
Heath, H. R. & Sons, Ft. Dodge, v. M. & St. L., et al., at Sheldon.....	60
TABOR & NORTHERN RY. CO., condensed report of.....	281
TAXES BY STATES, tables of.....	206-209
THAYER, L. McKimpton of, v. C., B. & Q., petition for highway crossing.....	112
TIES, renewal of, table of.....	221
TOSS OF FREIGHT, earning revenue in Iowa.....	225
carried one mile.....	225
entire line.....	229
carried one mile.....	229
TONNAGE, Iowa, tables of.....	222-224
entire line.....	225-228
crossing the Mississippi and Missouri rivers.....	240
TRAIN SERVICE—	
Atalissa, citizens of, v. C., R. I. & P., stopping through train.....	76
DeSoto, Earlham, Dexter, citizens of, v. C., R. I. & P., additional train service.....	91
Elkader, citizens of, v. C., M. & St. P., on branch line.....	97
Hoyt, O. N., Green Mountain, v. C. G. W., stopping train on signal.....	116
TRANSFER CHARGES, Waldo & Thornley, Woodward, v. C., R. I. & P., et al., at junction.....	122
TRANSFER TRACKS. See <i>Wyes</i> .	
WABASH RAILROAD CO., condensed report of.....	282
WALDO & THORNEY, Woodward, v. C., R. I. & P. et al., transfer charges.....	122
WARNER, W. F. et al., Luana, v. C., M. & St. P., insufficient depot grounds.....	53
WATERLOO, F. Pollans of, v. Ill. Cent., inquiry concerning use of mileage tickets by other than purchaser.....	134
WATERLOO, application for Wye at, by M. C. Brown et al.....	20
WAUKON, C. D. Beaman of, v. C., M. & St. P., discrimination—interstate.....	96
WERTZ, U. C., Grano, v. B., C. R. & N., site for coal house.....	21
WHAT CHEER STOVE COMPANY v. C., R. I. & P. et al., petition for Wyes at Atwood and Cornforth.....	129
WILLIAMS, R. R., Kah, v. C., B. & Q., overcharge on shipment of house.....	95
WILSON, J. F., Jolley, v. D. M., N. & W., fire set by section men.....	150
WINONA & WESTERN RAILWAY CO., condensed report of.....	284
WISDOM, FRANK, Creston, v. C., B. & Q., station facilities at Afton Junction.....	101
WOMAN'S VILLAGE IMPROVEMENT SOCIETY v. C. M. & St. P., unsightly piles of dirt.....	105
WOODWARD, Waldo & Thornley v. C., R. I. & P. et al., transfer charges.....	122
WYES—	
Atwood, What Cheer Stove Co. v. C., R. I. & P. et al., petition for.....	129
Brown, M. C., et al., Waterloo, v. O. G. W. et al., application for.....	20
Cornforth, What Cheer Stove Co. v. C., R. I. & P. et al., petition for.....	129
D. M. & K. C. Ry. Co. v. C., R. I. & P. Ry. Co., at Bevington.....	20
McClure, Sam'l, Lehigh, v. M. C. & Ft. D. et al.....	26
Patton, M. T., Lohrville, v. C. & N.-W. and D. M., N. & W., rehearing.....	19
Wyoming, J. W. Kirkpatrick of, v. C. & N.-W., carrying passengers on freight trains.....	151
UNION DEPOT—	
New Boston, citizens of, v. A., T. & S. Fe Ry. et al.....	41
VAN HORN, U. S. Fry of, inquiry relative to elevator site, etc.....	67
VAN METEN, Nathan Moore of, v. C., R. I. & P., overcharge—interstate.....	53
VAN WERT, Long Creek tp. trustees v. H. & S., overhead crossing too low.....	124
VIADUCTS. See <i>Crossings, Highway</i> .	
Y See <i>Wyes</i> .	