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IN THE

District Court of the United States for the District of New Jersey

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In Equity.

Trenton and Mercer County Traction Corporation, Mercer County Traction Company, Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company, Complainants,

against

The Inhabitants of the City of Trenton, Frederick W. Donnelly, Mayor, and Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, designated and known as the Board of Public Utility Commissioners, Defendants.

To the Honorable Judges of the District Court of the United States in and for the District of New Jersey:

The complainants, the Trenton and Mercer County Traction Corporation, the Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company, corporations severally organized and existing under and by virtue of the laws of the State of New Jersey, bring this their bill of complaint against the inhabitants of the city of Trenton, a municipal corporation of the State of New Jersey, Frederick W. Donnelly, mayor of the city of Trenton, and Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, designated and known as the Board of Public Utility Commissioners, created under and by virtue of the act of the legisla-

ture of New Jersey entitled "An act concerning public utilities; to create a Board of Public Utility Commissioners and to prescribe its duties and powers," approved April 21st, 1911, and thereupon complain and say:

FIRST.

(*a*) That your orator, the Trenton and Mercer County Traction Corporation, is a corporation organized and existing under the laws of the State of New Jersey; that it is the lessee of certain street railways in and outside of the city of Trenton, in the county of Mercer and State of New Jersey as hereinafter set forth.

(*b*) That your orator, the Mercer County Traction Company, is a corporation organized and existing under the laws of the State of New Jersey; that it is the owner of lines of street railway upon Market, Warren, Fall, Fair, Bridge and Prospect streets and Stuyvesant avenue in the city of Trenton aforesaid, consisting of five and thirty-four one-hundredths miles; that it is also the owner of another line of street railway outside of the city of Trenton, extending from Shippetauquin Creek, on the road between Lawrenceville and Princeton, to and into the borough of Princeton, a distance of five and one one-hundredths miles; that it leased the said lines of street railway to the Trenton Street Railway Company, under an indenture of lease dated August first, nineteen hundred and four, and recorded in the Mercer county clerk's office in Book N of Special Deeds, at pages 390, &c.; that under said lease the said Trenton Street Railway Company operated the said lines of street railway until the making of a certain indenture of lease hereinafter more particularly referred to by the said Trenton Street Railway Company to the Trenton and Mercer County Traction Corporation.

(*c*) That your orator, the Trenton Hamilton and Ewing Traction Company, is a corporation organized and existing under the laws of the State of New Jersey; that it is the owner of a line of street railway upon West State street and Asylum road from Parkside avenue to the city line, and upon Stuyvesant avenue from Whittlesey road to line of land of the New Jersey State Hospital, in the city of Trenton aforesaid, two and eighty-seven one-hundredths miles in extent; that it is also the owner of an-

other line of street railway extending from the line dividing the city of Trenton from the township of Ewing to Trenton Junction in the township of Ewing aforesaid, approximately one and two-one-hundredths miles in length; that it is also the owner of another line of street railway extending from the line dividing the city of Trenton from the township of Hamilton at Johnston avenue, to Hamilton Square in the township of Hamilton aforesaid, four and ninety-one one-hundredths miles in length; that it leased the said lines of street railway to the Trenton Street Railway Company under an indenture of lease dated the first day of May, nineteen hundred and six, and recorded in the Mercer county clerk's office in Special Deed Book O, pages 333, &c.; that under said lease the Trenton Street Railway Company operated said lines of railway until the making of the lease hereinafter referred to, to the Trenton and Mercer County Traction Corporation.

(*d*) That your orator, the Trenton Street Railway Company, is a corporation organized and existing under the laws of the State of New Jersey; that it is the owner of a system of street railway located principally within the city of Trenton aforesaid, twenty-five and eighty-one one-hundredths miles in extent, and covering the streets upon which tracks are located, other than those upon which the tracks of the Mercer County Traction Company and the tracks of the Trenton Hamilton and Ewing Traction Company are laid; that it is also the owner of another line of street railway extending from the city line of the city of Trenton along the road extending from Trenton to Princeton through Lawrenceville, to the Shippetauquin Creek, consisting of about five and sixty one-hundredths miles of track; that it is also the owner of another line of street railway in the township of Hamilton, in the county of Mercer aforesaid, extending from the line of the city of Trenton at Logan avenue to the Inter-State Fair Grounds in the township of Hamilton, of three and nineteen one-hundredths miles; that it is also the owner of another line of street railway extending from the city line of the city of Trenton at Cedar lane to Yardville in the township of Hamilton, of four and five one-hundredths miles; that said lines of street railway were operated by the Trenton Street Railway Company until the making of the lease, hereinafter referred to, to your order the Trenton and Mercer County Traction Corporation.

(*e*) That annexed hereto are true copies of the certificates of incorporation of the said Trenton and Mercer County Traction Corporation, Mercer County Traction Company, Trenton Hamilton and Ewing Traction Company, and the consolidation and merger agreement under and by which the Trenton Street Railway Company was formed, and your orators pray that the same may be taken as a part of this bill of complaint with the same effect as if averred in the body thereof.

(*f*) That the inhabitants of the city of Trenton, the above-named defendant, is a municipal corporation created by and existing under the laws of the State of New Jersey; that Frederick W. Donnelly, mayor, the above-named defendant, is the mayor thereof, elected under and by virtue of an act of the legislature of New Jersey, entitled "An act relating to, regulating and providing for the government of cities, towns, boroughs, and other municipalities within this state," approved April 27th, 1911; that Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, designated and known as the Board of Public Utility Commissioners of the State of New Jersey, the above-named defendants, were appointed by the governor of the State of New Jersey and confirmed by the senate to be and constitute a Board of Public Utility Commissioners for the State of New Jersey, under the provisions of a statute of the State of New Jersey, entitled "An act concerning public utilities; to create a Board of Public Utility Commissioners and to prescribe its duties and powers," approved April 21st, A. D. 1911, being chapter 195 of the laws of 1911, to which reference is hereby expressly made, and constitute and have become a Board of Public Utility Commissioners for the State of New Jersey; that all of said defendants are citizens of the State of New Jersey.

SECOND.

(*a*) That on the fifteenth day of October, nineteen hundred and ten, by an instrument in the nature of a lease, bearing said date, the Mercer County Traction Company, for the considerations therein mentioned, let and demised to Trenton and Mercer County Traction Corporation all its real estate, wheresoever located and any and all interest therein, legal or equitable, and its

railways as the same were then located and constructed, or as the same might thereafter be located and constructed, in pursuance of any and every lawful authority then existing, or which might thereafter exist, together with all franchises, equipment, and correlated property of every description appurtenant thereto, and all rights-of way, easements, licenses, public and private, all personal property of every kind and description, appurtenances, tenements and hereditaments, of whatever kind or description, and also all the rights, powers, privileges and franchises, which then were or at any time thereafter during the term in said agreement mentioned might be lawfully possessed, exercised, or enjoyed, in and about the use, occupation, management, maintenance, extension, improvement, or ownership of its railways, property, and appurtenances so demised, to have and to hold the premises thus leased, demised, transferred and set over to the said Trenton and Mercer County Traction Corporation, its successors and assigns, subject to all the covenants and conditions in said lease contained, for the full term of nine hundred and ninety years, beginning at the close of business on the fifteenth day of October, A. D. nineteen hundred and ten, unless the said term shall be ended and determined sooner, as in said lease provided. Reference to said lease and to every part thereof, as if the same were set forth at length in the body hereof, is hereby expressly made, which lease was received in the clerk's office of the county of Mercer on November twenty-second, nineteen hundred and eleven, and recorded in Book T of Special Deeds, at pages 245, &c.

(*b*) That on the fifteenth day of October, nineteen hundred and ten, by an instrument in the nature of a lease, bearing said date, Trenton Hamilton and Ewing Traction Company, for the considerations therein mentioned, let and demised to Trenton and Mercer County Traction Corporation all its real estate, wheresoever located and any and all interest therein, legal or equitable, and its railways as the same were then located and constructed, or as the same might thereafter be located and constructed, in pursuance of any and every lawful authority then existing, or which might thereafter exist, together with all franchises, equipment and correlated property of every description appurtenant thereto, and all rights of way, easements, licenses, public and private, all personal property of every kind and description, appurtenances, tenements and hereditaments, of whatever kind or description, and

also all the rights, powers, privileges and franchises, which then were or at any time thereafter during the term in said agreement mentioned might be lawfully possessed, exercised or enjoyed, in and about the use, occupation, management, maintenance, extension, improvement or ownership of its railways, property and appurtenances so demised, to have and to hold the premises thus leased, demised, transferred and set over to said Trenton and Mercer County Traction Corporation, its successors and assigns, subject to all the covenants and conditions in said lease contained, for the full term of nine hundred and ninety years, beginning at the close of business on the fifteenth day of October, A. D. nineteen hundred and ten, unless the said term shall be ended and determined sooner, as in said lease provided. Reference to said lease, and to every part thereof, as if the same were set forth at length in the body hereof, is hereby expressly made, which lease was received in the clerk's office of the county of Mercer on November twenty-second, nineteen hundred and eleven, and recorded in Book T of Special Deeds, at pages 217, &c.

(*c*) That on the fifteenth day of October, nineteen hundred and ten, by an instrument in the nature of a lease, bearing said date, the Trenton Street Railway Company, for the considerations therein mentioned, let and demised to the said Trenton and Mercer County Traction Corporation all its real estate, wheresoever located, and any and all interest therein, legal or equitable, and its railways, as the same were then located and constructed, or as the same might thereafter be located and constructed, in pursuance of any and every lawful authority then existing, or which might thereafter exist, together with all franchises, equipment and correlated property of every description appurtenant thereto, and all rights of way, easements, licenses, public and private, all personal property of every kind and description, appurtenances, tenements and hereditaments, of whatever kind or description, and also all the rights, powers, privileges and franchises which then were or at any time thereafter during the term in said agreement mentioned might be lawfully possessed, exercised or enjoyed, in and about the use, occupation, management, maintenance, extension, improvement or ownership of its railways, property and appurtenances so demised, to have and to hold the premises thus leased, demised, transferred and set over to said Trenton and Mercer County Traction Corporation, its suc-

cessors and assigns, subject to all the covenants and conditions in said lease contained, for the full term of nine hundred and ninety years, beginning at the close of business on the fifteenth day of October, A. D. nineteen hundred and ten, unless the said term shall be ended and determined sooner, as in said lease provided. Reference to said lease, and to every part thereof, as if the same were set forth at length in the body hereof, is hereby expressly made, which lease was received in the clerk's office of the county of Mercer, on November twenty-second, nineteen hundred and eleven, and recorded in Book T of Special Deeds, at pages 226, &c.

(*d*) That on March twenty-fourth, nineteen hundred and eleven, the Board of Public Utility Commissioners of the State of New Jersey, by orders of that date, approved each of said leases in this subdivision of this bill mentioned, a true copy of which orders are hereto annexed, and your orators pray that the same may be taken as a part of this bill of complaint with the same effect as if the same were set forth at length in the body thereof.

THIRD.

(*a*) On the fifteenth day of October, nineteen hundred and ten, the said Trenton and Mercer County Traction Corporation entered into possession of all the corporeal property of every description in said leases mentioned as having been let and demised to it by the said Mercer County Traction Company, Trenton Hamilton and Ewing Traction Company and Trenton Street Railway Company, and all the rights of way, easements, licenses, public and private, choses in action, liberties, rights, powers, privileges and franchises in and by said leases let and demised to said Trenton and Mercer County Traction Corporation, and since said date hath continuously had and now hath possession thereof, and hath continuously until the present time held, used, operated, managed and maintained the same, and now doth hold, use, operate, manage and maintain the same, and hath in all respects done and performed all the matters, things, agreements and covenants by it agreed to be done and performed in said leases.

(*b*) That the real estate, railways and property, corporeal and incorporeal, appurtenant thereto, licenses, liberties, rights, powers,

privileges and franchises mentioned in said several leases, and in and by said leases let and demised to Trenton and Mercer County Traction Corporation, were and are the railways and property, corporeal and incorporeal, appurtenant thereto, licenses, liberties, rights, powers, privileges and franchises wheresoever acquired and owned, and before said fifteenth day of October, A. D. nineteen hundred and ten, operated, used and exercised by said leasing companies since their incorporation or organization and under and by virtue of their several charters, or of the several charters of the constituent companies of which they were formed, through merger or consolidation.

FOURTH.

(*a*) That the said Trenton Street Railway Company is a corporation which was formed in the manner hereinafter set forth, and obtained the licenses, liberties, rights, powers, privileges and franchises hereinafter set forth.

(*b*) That by an act of the Legislature, approved March ninth, eighteen hundred and fifty-nine (P. L. 1859, p. 266), the Trenton Horse Railroad Company was incorporated, and by said act, and a supplement thereto, approved March twenty-first, eighteen hundred and sixty-three (P. L. 1863, p. 442), was given power and authority to construct a railway with necessary turnouts in the city of Trenton aforesaid, through Clinton and State streets, from the northeasterly to the westerly limits of said city, with a branch or branches to the railroad depot or depots as the same then were or thereafter might be, and such other branches in the streets of said city as might be deemed necessary, upon the condition that the said railway should not be constructed through any of said streets without the consent of the common council of the city of Trenton being first had and obtained by ordinance of said common council.

(*c*) That on the twenty-eighth day of July, eighteen hundred and sixty-three, the common council of the city of Trenton passed an ordinance, which was duly approved, empowering and authorizing the said Trenton Horse Railroad Company to construct a railroad with the necessary turnouts through Clinton and State streets, from the northeasterly to the westerly limits of the city of Trenton, and from the Feeder bridge, in Warren street, down Warren

street to Ferry street; that by a supplement to the above ordinance, passed September fourteenth, eighteen hundred and eighty-three, which was duly approved, the common council of the city of Trenton authorized the said Trenton Horse Railroad Company to construct a double-track railroad, in lieu of its then tracks, from the Clinton street station of the Pennsylvania railroad to the westerly termination of the tracks as they then existed.

(*d*) That on the first day of February, eighteen hundred and eighty-six, the borough of Chambersburg (now a part of the city of Trenton), acting through its council, passed an ordinance empowering and authorizing the said Trenton Horse Railroad Company to construct a single or double-track railway, with the necessary turnouts and turntables, from the Clinton avenue bridge across the Assunpink creek through Clinton street, in Chambersburg, to the southerly line of the borough of Chambersburg, to connect at the said last-mentioned point with a railway on Clinton avenue, in the city of Trenton; that on the seventh day of February, eighteen hundred and eighty-seven, the borough of Chambersburg, acting through its council, passed an ordinance which authorized the said Trenton Horse Railroad Company to construct and maintain a branch railroad, with the necessary switches and turnouts, beginning at the corner of Hamilton avenue and Prospect street (now Whittaker avenue) and continuing thence westwardly through Hamilton avenue to Clinton street, where said branch railroad would connect with the tracks of the Trenton Horse Railroad Company, then laid on Clinton street; that on the fifth day of December, eighteen hundred and eighty-seven, the said borough of Chambersburg, acting through its council, passed an ordinance authorizing the said Trenton Horse Railroad Company to construct and maintain a branch railroad, beginning at the corner of Hamilton avenue and Prospect street (now Whittaker avenue), and continuing thence easterly through Hamilton avenue to Chambers street; thence northwardly through Monmouth street to East State street; thence through East State street, from the middle of the Assunpink creek, to Chambers street; that on the second day of April, eighteen hundred and eighty-eight, the said borough of Chambersburg, acting through its council, by another ordinance, gave to the said Trenton Horse Railroad Company authority to construct and maintain a branch railroad, beginning at the corner of Hamilton avenue and Pros-

pect street (now Whittaker avenue), and running thence easterly through Hamilton avenue to Chambers street, and thence northerly through Monmouth street to East State street, and thence easterly through East State street to Chambers street.

(*e*) That on the nineteenth day of August, eighteen hundred and ninety-one, the city of Trenton, acting through its common council, by supplement to the ordinance of July twenty-eighth, eighteen hundred and sixty-three, hereinbefore referred to, authorized the said Trenton Horse Railroad Company to construct a single or double-track railroad from its then present tracks on South Clinton avenue, through Stanton street, from South Clinton avenue, to South Broad street, there to connect with the tracks of the City Railway Company.

(*f*) That true copies of the said acts of the Legislature of March ninth, eighteen hundred and fifty-nine, and of March twenty-first, eighteen hundred and sixty-three, and of the several ordinances of the city of Trenton and the borough of Chambersburg hereinbefore referred to, are hereto annexed, and your orators pray that the same may be taken as part of this bill of complaint with the same effect as if set forth at length in the body hereof.

FIFTH.

(*a*) That by a certificate bearing date the sixth day of September, eighteen hundred and seventy-five, the City Railway Company was incorporated under the laws of the State of New Jersey.

(*b*) That on the twenty-fourth day of January, eighteen hundred and seventy-six, the borough of Chambersburg, acting through its council, passed an ordinance authorizing the said City Railway Company to construct a street railway, with the necessary turnouts and turntables, through Broad street, from the line dividing the said borough of Chambersburg from the city of Trenton, to the southeasterly limits of the borough of Chambersburg, there to connect with the street railway on Broad street, in the city of Trenton; that on the first day of February, eighteen hundred and seventy-six, the city of Trenton, acting through its common council, by ordinance, authorized the said City Railway Company to construct a railway, single or double track, with the necessary turnouts and turntables, through Clinton avenue, from the city

limits on the north to Perry street; thence westerly through Perry street to Greene street, and thence southerly through Greene and Broad streets to the point where Broad street joins Centre street, with power to connect with the extension of said railway to be constructed on Broad street (or what was then known as the Trenton and Crosswicks turnpike), in Chambersburg, and with an extension to be constructed on the Millham road, or Clinton avenue, on the north end of said road; that on the ninth day of October, eighteen hundred and seventy-six, the city of Trenton, acting through its common council, authorized, by ordinance, the City Railway Company to lay either a single or double track on Greene street from Perry street to Robison's Corner, connecting there, and on Warren street, from the said point to Ferry street; on Ferry street from Warren street to Bridge street; on Bridge street from Ferry street to Centre street, and on Centre street to the Riverview cemetery and lands of Dr. J. P. Turner, with power to connect its tracks on Broad street, and with further power to connect its tracks on Bridge street, from Centre street to Broad street, and on Perry street, from Warren street to Greene street, or with the State street road at Greene street; that on October sixth, eighteen hundred and eighty-five, the city of Trenton, acting through its common council, by an ordinance amending the ordinance of February first, eighteen hundred and seventy-six, authorized the City Railway Company to construct a single or double track connecting at Bridge street, from the tracks on Broad street, through Bridge street to Centre street; thence through Centre street to Lalor street; thence through Lalor street to the Delaware and Raritan canal; that on December tenth, eighteen hundred and eighty-six, the city of Trenton, acting through its common council, authorized the said City Railway Company, by ordinance, to construct, maintain and operate a double-track branch connecting with the main line at the intersection of Greene and Perry streets; thence westerly through Perry street to Warren street, and thence through Warren street to Princeton avenue, and to continue the same as a single-track railroad through Princeton avenue to the northerly boundary of the city of Trenton; that on the nineteenth day of June, eighteen hundred and eighty-three, the borough of Chambersburg, acting through its council, by ordinance, authorized the City Railway Company to double its tracks on Broad street between Dye street and the canal.

True copies of the ordinances of the City Railway Company are annexed hereto and your orators pray that the same may be taken as a part of this bill of complaint with the same effect as if recited at length in the body hereof.

SIXTH.

That on September twelfth, eighteen hundred and ninety, by articles of incorporation filed in the office of the Secretary of State of New Jersey, the Hamilton Township Street Railway Company was organized under the act of the Legislature of New Jersey known as the "Street Railway Act," entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six.

SEVENTH.

That on October twenty-eighth, eighteen hundred and ninety, by articles of incorporation filed in the secretary of state's office of the State of New Jersey, the South Clinton Avenue and Broad Street Railway Company was organized under the said act of the Legislature of New Jersey known as the "Street Railway Act," approved April sixth, eighteen hundred and eighty-six.

EIGHTH.

(*a*) That on September twenty-first, eighteen hundred and ninety-one, the said Trenton Horse Railroad Company, the City Railway Company, the Hamilton Township Street Railway Company and the South Clinton Avenue and Broad Street Railway Company, merged and consolidated their capital stock, franchises and property under the name of the Trenton Passenger Railway Company, Consolidated, by articles filed in the office of the secretary of state on the said twenty-first day of September, eighteen hundred and ninety-one, and recorded in Book H of Corporations, at pages 535, &c., in the Mercer county clerk's office, pursuant to the provisions of the acts of the Legislature of New Jersey, approved February twenty-first, eighteen hundred and eighty-eight, and April sixteenth, eighteen hundred and ninety-one.

(*b*) That under and by virtue of the statutes aforesaid the said Trenton Passenger Railway Company, Consolidated, possessed all the rights, privileges and franchises of each of said corporations so consolidated.

(*c*) That said Trenton Passenger Railway Company, Consolidated, by an ordinance passed by the common council of the city of Trenton and approved December eighteenth, eighteen hundred and ninety-one, was authorized to lay double tracks on Clinton avenue from Hart avenue to Mulberry street, and a single track easterly and northerly through Mulberry street to Brunswick avenue.

(*d*) That the said Trenton Passenger Railway Company, Consolidated, by an ordinance passed by the common council of the borough of Wilbur (now a part of the city of Trenton) and approved August thirtieth, eighteen hundred and ninety-two, was authorized and empowered to construct a single or double track railway on East State street from the westerly boundary of the borough of Wilbur to the easterly boundary of said borough of Wilbur, and to connect with the tracks of said Trenton Passenger Railway Company, Consolidated, on East State street in the city of Trenton.

(*e*) That the said Trenton Passenger Railway Company, Consolidated, by an ordinance passed by the board of public works of the city of Trenton and approved February twelfth, eighteen hundred and ninety-four, known and hereinafter sometimes referred to as the "Electrification Ordinance," was granted the power to use electric motors as the propelling power of its cars on the following streets in the city of Trenton:

Second street, from the car house to Lalor street; Lalor street to Centre street; Centre street, from Riverview Cemetery to South Broad street; South Broad street, from the southerly line of the city to North Broad street, thence to Perry street; Perry street, from North Warren street to North Clinton avenue; North Clinton avenue to Mulberry street; Mulberry street to the southerly line of Brunswick avenue; Coleman street to Cummings avenue; Cummings avenue to Chestnut avenue; Chestnut avenue to Elmer street; Elmer street to Hudson street; Hudson street to Jennie street; Jennie street to South Broad street; State street, from the easterly limits to the westerly limits of the city; North Warren street, from State street to Princeton avenue; Princeton

avenue to city line; Bank street to Willow; Willow street to Spring street; Spring street to Prospect street; South Clinton avenue, from State street to city line; Stanton street, from South Clinton avenue to South Broad street; Hamilton avenue, from South Clinton avenue to city line; Whittaker avenue, from Hamilton avenue to South Clinton avenue; the said motors to be supplied with electricity from properly guarded overhead wires, supported by poles, which poles shall be of iron or steel on all the streets and avenues as aforesaid, excepting Whittaker avenue, Coleman street, Cummings avenue, Chestnut avenue, Elmer street, Hudson street, Jennie street, Stanton street, South Broad street, from city line to the Delaware and Raritan canal, Second street, Lalor street, Centre street, North Clinton avenue, from the stone bridge to Mulberry street; Mulberry street to the southerly line of Brunswick avenue; North Warren street, from the Feeder to Princeton avenue; Princeton avenue and Spring street.

(*f*) That the streets or portions thereof, hereinabove set forth, were all of the streets of the city of Trenton upon which lines of street railway had been constructed and were then being operated, and included all the streets covered by the ordinances hereinbefore referred to, except where the said Trenton Passenger Railway Company, Consolidated, or its constituent companies, had taken up the tracks upon the streets or portions of streets for which permission to lay the same had been previously given in the various ordinances hereinbefore referred to.

NINTH.

(*a*) That by articles of incorporation dated and filed on the fourteenth day of September, eighteen hundred and ninety-seven, under the said act known as the "Street Railway Act," approved April sixth, eighteen hundred and eighty-six, and recorded in the Secretary of State's office in Book K of Corporations, pages 406, &c., the Mulberry Street Railway Company was organized.

(*b*) That the said Mulberry Street Railway Company, by an ordinance passed by the common council of the city of Trenton, and approved on the twenty-third day of October, eighteen hundred and ninety-seven, was granted permission to lay tracks and to use electric motors as the propelling power of its cars, from a

point forming the junction of Mulberry street and North Clinton avenue; thence north and west through Mulberry street to the Pennsylvania railroad crossing.

TENTH.

(*a*) That by articles of incorporation dated and filed on the fourteenth day of September, eighteen hundred and ninety-seven, and recorded in the Secretary of State's office in Book K of Corporations, pages 404, &c., under the said act known as the "Street Railway Act," approved April sixth, eighteen hundred and eighty-six, the Pennington Avenue Passenger Railway Company was incorporated.

(*b*) That the said Pennington Avenue Passenger Railway Company, by an ordinance passed by the common council of the city of Trenton, and approved December twenty-second, eighteen hundred and ninety-seven, was granted the right to lay tracks and use electric motors for a line of railway beginning at the junction of Pennington avenue and Warren street, at the Battle Monument; thence west and north through Pennington avenue to the division line between the city of Trenton and the township of Ewing.

ELEVENTH.

(*a*) That by articles of incorporation dated and filed on the twenty-fifth day of February, eighteen hundred and ninety-six, under the said act known as the "Street Railway Act," approved April sixth, eighteen hundred and eighty-six, the Ewing Passenger Railway Company was organized.

(*b*) That the Ewing Passenger Railway Company, by an ordinance passed by the township of Ewing, through its township committee, on March twenty-eighth, eighteen hundred and ninety-eight, was authorized to lay tracks and use electric motors for a line of railway beginning at the boundary of the township of Ewing and the city of Trenton on Pennington avenue; thence north and west through Pennington avenue to a road known as Prospect street, crossing said Pennington avenue; that the part of Pennington avenue covered by said ordinance is now a part of the city of Trenton.

TWELFTH.

(*a*) That the said Trenton Passenger Railway Company, Consolidated, the Pennington Avenue Passenger Railway Company, the Mulberry Street Railway Company and the Ewing Passenger Railway Company merged and consolidated their capital stock, franchises and property under the laws hereinbefore referred to, under the name of the Trenton Street Railway Company, on June twenty-eighth, eighteen hundred and ninety-eight, by articles dated on that day and filed in the office of the Secretary of State of New Jersey, on the twenty-ninth day of June, eighteen hundred and ninety-eight.

(*b*) That under and by virtue of the statutes aforesaid, the said Trenton Street Railway Company possessed all the rights, privileges and franchises of each of said corporations so consolidated.

(*c*) That the said Trenton Street Railway Company, by an ordinance passed by the common council of the city of Trenton, and approved February tenth, eighteen hundred and ninety-nine, was granted permission to lay tracks at the junction of Paul street and Princeton avenue, and extending thence easterly on Paul street to its junction with Brunswick avenue; thence on Brunswick avenue to the boundary line between the township of Ewing and the city of Trenton.

(*d*) That the said Trenton Street Railway Company, by an ordinance passed December fifth, nineteen hundred and five, by the common council of the city of Trenton over the mayor's veto was granted the right to construct, maintain and operate a line of street railway on North Broad street, through Perry street, to connect with the railway on North Warren street.

(*e*) That the said Trenton Street Railway Company, by an ordinance passed by the common council of the city of Trenton, and approved June twenty-first, nineteen hundred and eleven, was authorized to construct a double track running upon Hamilton avenue from South Clinton avenue to Chambers street.

THIRTEENTH.

(*a*) That the Mercer County Traction Company was a corporation which was formed by certificate of incorporation bearing

date the nineteenth day of July, eighteen hundred and ninety-nine, and filed in the office of the Secretary of State under and by virtue of an act entitled "An act to authorize the formation of traction companies for the construction and operation of street railways, or railroads operated as street railways, and to regulate the same," approved March fourteenth, eighteen hundred and ninety-three (P. L. 1893, p. 302), commonly known as the "Traction Act," and hereinafter sometimes referred to as the "Traction Act."

(*b*) That the city of Trenton, acting through its common council, by ordinance passed and approved on October eleventh, nineteen hundred and one, authorized and empowered the Mercer County Traction Company to construct a street railway on Pennington avenue from Prospect street to Parkway avenue.

(*c*) That the city of Trenton, acting through its common council by ordinance passed and approved October eleventh, nineteen hundred and one, authorized the Mercer County Traction Company to construct a street railway, beginning at the corner of South Broad and Market streets; thence along Market street to South Warren street; thence along South Warren street to Fall street; thence along Fall street to Fair street; thence along Fair street to Bridge street; thence along Bridge street to Warren street; thence along Warren street connecting with the said line as hereinabove set forth.

(*d*) That the city of Trenton, acting through its common council by ordinance passed and approved January thirteenth, nineteen hundred and two, authorized the Mercer County Traction Company to construct a street railway from Chambers street, on Hamilton avenue, to Olden avenue, and thence along Olden avenue to East State street, to connect with the railroad of the Trenton Street Railway Company at said point.

(*e*) That the city of Trenton, acting through its common council, by ordinance passed and approved June twenty-seventh, nineteen hundred and four, authorized the Mercer County Traction Company to construct a double track street railway, beginning at West State and Prospect streets, connecting with the tracks of the Trenton Street Railway Company at said point, and extending along Prospect street to Stuyvesant avenue, and thence along Stuyvesant avenue, by certain courses and distances therein specified, to a point known as Whittlesey road.

FOURTEENTH.

(*a*) That the Trenton Hamilton and Ewing Traction Company is a corporation formed by a certificate of incorporation dated the eleventh day of August, nineteen hundred and five, and filed in the office of the Secretary of State of New Jersey on the same day, under the provisions of the said "Traction Act," approved March fourteenth, eighteen hundred and ninety-three.

(*b*) That the city of Trenton, acting through its common council, by an ordinance passed and approved on the fifth day of December, nineteen hundred and five, authorized the said Trenton Hamilton and Ewing Traction Company to construct a line of street railway on West State street beginning at Parkside avenue and extending out West State street and the public road leading to Trenton Junction to the dividing line between the city of Trenton and the township of Ewing.

(*c*) That the city of Trenton, acting through its common council, by ordinance passed and approved March first, nineteen hundred and six, authorized the said Trenton Hamilton and Ewing Traction Company to construct a street railway on Stuyvesant avenue from the westerly side of Whittlesey road to the easterly line of lands of the New Jersey State Hospital.

Reference to the certificates of incorporation of the several companies hereinbefore mentioned, to the articles of merger and consolidation, and to the ordinances hereinbefore mentioned and to every part thereof is hereby expressly made and true copies thereof are hereto annexed and marked as exhibits, and your orators pray that the same may be taken as a part of the bill of complaint, with the same effect as if averred in the body hereof.

FIFTEENTH.

That under the powers conferred by the several acts of the Legislature of New Jersey under which the street railway companies hereinbefore mentioned were incorporated, and under and by virtue of the power and authority for the construction, maintenance and operation of lines of street railway conferred upon the several corporations hereinbefore mentioned by the ordinances hereinbefore

referred to, the lines of street railway above mentioned were constructed, maintained, and have been operated, and are now being operated by your orator, Trenton and Mercer County Traction Corporation.

SIXTEENTH.

(*a*) That under the eleventh section of the act of the Legislature of New Jersey, approved March ninth, eighteen hundred and fifty-nine (P. L. 1859, p. 266), incorporating the Trenton Horse Railroad Company, the said Trenton Horse Railroad Company was authorized to demand and receive such sum or sums of money for the transportation of passengers and property thereon as the said Trenton Horse Railroad Company from time to time might think reasonable and proper, provided that not more than five cents should be demanded or received for conveying any person from any one point to another on said road.

(*b*) That the City Railway Company was incorporated under the act entitled "An act to authorize the formation of railroad companies and to regulate the same," approved April second, eighteen hundred and seventy-three; that under said act of the Legislature the said City Railway Company had power and authority to charge a rate of three cents per mile and a minimum charge of ten cents.

(*c*) That the said Hamilton Township Street Railway Company and the said South Clinton Avenue and Broad Street Railway Company were incorporated under the said act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty (P. L. 1880, p. 193); that under said act of the Legislature the said Hamilton Township Street Railway Company and the said South Clinton Avenue and Broad Street Railway Company were empowered to establish the rate or rates of fare on all passengers and property transported in its cars.

(*d*) That the Trenton Passenger Railway Company, Consolidated, formed on September twenty-first, eighteen hundred and ninety-one, by the consolidation of the capital stock, franchises and property of the Trenton Horse Railroad Company, the City Railway Company, the Hamilton Township Street Railway Company and the South Clinton Avenue and Broad Street Railway

Company, acquired the power and authority under the acts of the Legislature of New Jersey approved February twenty-first, eighteen hundred and eighty-eight, and April sixteenth, eighteen hundred and ninety-one, under which said merger and consolidation was made, to establish a rate or rates of fare for the transportation of passengers and property, possessed by each of the said constituent companies which formed the said Trenton Passenger Railway Company, Consolidated; that under and by virtue of the statutes aforesaid, the said Trenton Passenger Railway Company, Consolidated, possessed all the rights, privileges and franchises of each of said corporations so consolidated.

(*e*) That the said Mulberry Street Railway Company was incorporated under the said act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six; that under said act of the Legislature the said Mulberry Street Railway Company had the power and authority to establish the rate or rates of fare for all passengers and property it transported.

(*f*) That the said Pennington Avenue Passenger Railway Company was incorporated under the said act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six; that under said act of the Legislature the said Pennington Avenue Passenger Railway Company had the power and authority to establish the rate or rates of fare on all passengers and property it transported.

(*g*) That the said Ewing Passenger Railway Company was incorporated under the said act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six; that under the said act of the Legislature the said Ewing Passenger Railway Company had the power to establish the rate or rates of fare for all passengers and property it transported.

(*h*) That the said Trenton Street Railway Company, formed on June twenty-eighth, eighteen hundred and ninety-eight, by the consolidation of the capital stock, franchises and property of the said Trenton Passenger Railway Company, Consolidated, the said Mulberry Street Railway Company, the said Pennington Avenue Passenger Railway Company and the said Ewing Passenger Railway Company, acquired the power and authority under the acts

of the Legislature of New Jersey, approved February twenty-first, eighteen hundred and eighty-eight, and April sixteenth, eighteen hundred and ninety-one, as amended by a supplement thereto, approved March eighth, eighteen hundred and ninety-three (P. L. 1893, p. 129), under which said merger and consolidation was made, to establish a rate or rates of fare for the transportation of passengers and property, possessed by each of the said constituent companies which formed the said Trenton Street Railway Company; that under and by virtue of the statutes aforesaid the said Trenton Street Railway Company possessed all the rights, privileges and franchises of each of said corporations so consolidated.

(*i*) That the Mercer County Traction Company was incorporated under the act entitled "An act to authorize the formation of traction companies for the construction and operation of street railways, or railroads operated as street railways, and to regulate the same," approved March fourteenth, eighteen hundred and ninety-three; that under said act of the Legislature the said Mercer County Traction Company has the power and authority to operate the system of street railways constructed by it for the carriage of persons and property for compensation to be made to it, and in the exercise of the privileges so imposed has the power and authority to establish a rate or rates of fare for passengers and property transported by it; that under the provisions of the said act of the Legislature the terms and conditions of ordinances granted by municipal corporations to the said Mercer County Traction Company have the force and effect of a contract between the municipal corporation enacting said ordinance and the said Mercer County Traction Company upon the said Mercer County Traction Company consenting thereto and accepting the same in writing under its corporate seal; that the ordinances hereinbefore mentioned as having been granted to the said Mercer County Traction Company by the city of Trenton were accepted in writing by the Mercer County Traction Company under its corporate seal.

(*j*) That the Trenton Hamilton and Ewing Traction Company was incorporated under the said act entitled "An act to authorize the formation of traction companies for the construction and operation of street railways, or railroads operated as street railways, and to regulate the same," approved March fourteenth,

eighteen hundred and ninety-three; that under said act of the Legislature the said Trenton Hamilton and Ewing Traction Company has the power and authority to operate the system of street railways constructed by it for the carriage of persons and property for compensation to be made to it, and in the exercise of the privileges so imposed had power and authority to establish a rate or rates of fare for passengers and property transported by it; that under the provisions of the said act of the Legislature the terms and conditions of ordinances granted by municipal corporations to the Trenton Hamilton and Ewing Traction Company have the force and effect of a contract between the municipal corporation enacting said ordinance and the said Trenton Hamilton and Ewing Traction Company, upon the said Trenton Hamilton and Ewing Traction Company consenting thereto and accepting the same in writing under its corporate seal; that the ordinances hereinbefore mentioned as having been granted to the said Trenton Hamilton and Ewing Traction Company by the city of Trenton were accepted in writing by the Mercer County Traction Company under its corporate seal.

SEVENTEENTH.

(*a*) That the defendant, "The Inhabitants of the City of Trenton," is a municipal corporation, and was at the time of the incorporation, on March ninth, eighteen hundred and fifty-nine, of the Trenton Horse Railroad Company, and on July twenty-eighth, eighteen hundred and sixty-three, the date of the passage of an ordinance by the city of Trenton empowering and authorizing the Trenton Horse Railroad Company to construct a line of street railway in the city of Trenton, governed by an act of the Legislature of New Jersey, passed March seventh, eighteen hundred and thirty-seven (P. L. 1837, p. 366); that the act of March seventh, eighteen hundred and thirty-seven, gave the right to common council to pass ordinances to regulate cartmen and cartage, and to enact such other by-laws, ordinances and regulations not inconsistent with the laws and constitution of the State of New Jersey and of the United States, as should appear necessary for the good government of the said city and the inhabitants thereof; that subsequently the city of Trenton was granted by the State of New

Jersey a new charter entitled "An act to provide for the more efficient government of the city of Trenton," approved March nineteenth, eighteen hundred and seventy-four, and under said law and the laws supplemental thereto and amendatory thereof the city of Trenton has since been governed; that among the powers conferred upon the common council of the city of Trenton, under section twenty-five of said charter, was the power to make, establish, publish, amend and repeal ordinances, rules, regulations and by-laws, "to license and regulate cartmen, porters, hack, cab, omnibus, milk wagon, stage and truck owners and drivers, carriages and vehicles used for the transportation of passengers and merchandise, goods or articles of any kind, auctioneers, common criers, hawkers, pedlers, pawn-brokers, junkshop-keepers, sweeps and scavengers, and to fix the rates of compensation to be allowed to them, and to prohibit unlicensed persons from acting in such capacities;" that the common council of the city of Trenton was further given the power to make and establish such other ordinances, rules, regulations and by-laws, not contrary to the laws of this state or of the United States, as they may deem necessary to carry into effect the powers and duties conferred and imposed upon them by the said act of the Legislature or by any other law of this state, and also such other ordinances, rules, regulations and by-laws as they may deem necessary and proper for the good government or protection of persons and property, and for the preserving of the public health and prosperity of the city of Trenton and its inhabitants, and further to alter, amend or repeal said ordinances.

(*b*) That the borough of Chambersburg, hereinbefore referred to, was a corporation created under an act of the Legislature of the State of New Jersey entitled "An act to incorporate the borough of Chambersburg, in the township of Hamilton, in the county of Mercer," approved April second, eighteen hundred and seventy-two (P. L. 1872, p. 1044); that among the powers conferred upon the common council of said borough was the power "to regulate or prohibit the construction of horse railroads and the running thereof without the consent and under such conditions as may by council be prescribed;" that the common council of said borough of Chambersburg was further given the power to make and establish such ordinances, rules and regulations, not contrary to the laws of this state or of the United States, as they

may deem necessary to carry into effect the powers and duties imposed by the said act, and the same to alter, amend, modify or repeal.

(*c*) That the borough of Wilbur, hereinbefore referred to, was a corporation created under an act of the Legislature of the State of New Jersey entitled "An act for the formation and government of boroughs," approved April second, eighteen hundred and ninety-one; that the said borough of Wilbur became incorporated under and by virtue of the provisions of said act on the tenth day of May, eighteen hundred and ninety-two, by the filing of the certificate of the clerk and inspectors appointed by the judge of the Court of Common Pleas of the County of Mercer, under and by virtue of the provisions of the said act in the office of the clerk of the county of Mercer; that the common council of said borough of Wilbur was given the power under said act of the Legislature of New Jersey to enact such ordinances for the peace, good government, order, well being and convenience of said borough, as they might deem necessary, proper and expedient, not repugnant to the said act nor to the constitution of New Jersey or of the United States.

EIGHTEENTH.

(*a*) That under the provisions of the act of March ninth, eighteen hundred and fifty-nine, incorporating the Trenton Horse Railroad Company, it was provided that the consent of the city of Trenton by ordinance should be obtained for the construction of said street railway; that under ordinance enacted by the inhabitants of the city of Trenton through its common council, passed July twenty-eighth, eighteen hundred and sixty-three, it was provided in the eleventh section of said ordinance that "the fare for any distance within the city limits shall not exceed five (5) cents for each passenger."

(*b*) That under the ordinance of February first, eighteen hundred and eighty-six, granted to the Trenton Horse Railroad Company by the borough of Chambersburg, it was provided in the eleventh section of said ordinance as follows: "And the fare for any distance within the borough limits shall not exceed five cents for each passenger."

(*c*) That in the ordinance passed by the borough of Chambers-

burg on January twenty-fourth, eighteen hundred and seventy-six, granting to the City Railway Company the right to construct a railway in the said borough of Chambersburg, it was provided in the eleventh section of said ordinance that "the fare from one end to the other on said street railway shall not exceed five cents for each passenger;" that said provision was amended by an ordinance of the borough of Chambersburg passed June fifth, eighteen hundred and seventy-six, by which the word "six" was inserted instead of "five."

(*d*) That in the ordinance passed by the city of Trenton on February first, eighteen hundred and seventy-six, granting to the City Railway Company the right to construct a street railway in the city of Trenton upon certain streets therein designated, it was provided in the eleventh section of said ordinance that "the fare for any distance within the city limits shall not exceed six (6) cents for each passenger."

(*e*) That under the act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six, the board of aldermen, common council or township committee of any municipality or township was given the power to grant a petition of the directors of any company incorporated under said act for the location of its tracks within said municipality or township under such lawful restrictions as the said board of aldermen, common council or township committee might deem the interest of the public required; that under a supplement to the act entitled "An act concerning street railway companies," approved March sixth, eighteen hundred and eighty-six, which said supplement was approved March eleventh, eighteen hundred and ninety-three, it was therein provided in the second section thereof that any street or horse railway company in this state may use electric or chemical motors or grip cables as the propelling power of its cars, instead of horses, and further may erect poles on the public streets or highways with wires strung thereon for the purpose of supplying the motors with electricity, provided that the said street or horse railway company shall have first obtained the consent of the municipal authorities having charge of the public streets or highways for the use of said electric or chemical motors or grip cables and the erection and use of poles with wires strung thereon; that under the provisions of said acts of the Legislature the said

Trenton Passenger Railway Company, Consolidated, obtained from the city of Trenton by ordinance of the board of public works of the said city of Trenton, approved February twelfth, eighteen hundred and ninety-four, permission to use electric motors as the propelling power of its cars, through the streets and avenues of said city designated in said ordinance, and which were the streets and avenues designated by the previous ordinances hereinbefore referred to as the streets and avenues upon which the various constituent companies forming the said Trenton Passenger Railway Company, Consolidated, had the right to construct, maintain and operate lines of street railway, and further to place poles upon said streets and avenues; that among the terms, conditions and restrictions imposed by the said ordinance was the following contained in the fourth section thereof: "No greater sum shall be charged or received by said company for fare or toll for the carrying of passengers for any distance within the limits of the city of Trenton than five cents for each passenger over five years of age, and no sum shall be received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section;" that said ordinance further provided in the twentieth section thereof as follows:

"20. That the consent and permission, rights and privileges hereby granted and given the said The Trenton Passenger Railway Company, Consolidated, on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to in anywise be restricted or abridged by any limitation, restriction or provision contained in any existing ordinance of the city of Trenton, in force or effect at the time of the passage of this ordinance."

That by the twenty-first section of said ordinance the Trenton Passenger Railway Company, Consolidated, before exercising any of the rights and privileges conferred thereby, and as a condition precedent, was required to file with the clerk of the Board of Public Works of the City of Trenton a contract to abide by and fully perform all the matters and things contained in the said ordinance; that this contract was duly executed and filed by the said Trenton Passenger Railway Company, Consolidated.

(*f*) That by ordinance of the city of Trenton, approved October twenty-third, eighteen hundred and ninety-seven, the Mul-

berry Street Railway Company was granted permission to lay tracks and to use electric motors, from the junction of Mulberry street and North Clinton avenue; thence north and west through Mulberry street to the Pennsylvania railroad crossing; that said ordinance contained the same provision relative to fare as that contained in the ordinance granted by the Board of Public Works to the said Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that the said ordinance contained the same provision relating to the filing of a contract with the city of Trenton to abide by the terms of said ordinance, which said contract was duly executed and filed by the said Mulberry Street Railway Company.

(*g*) That by an ordinance of the city of Trenton, approved December twenty-second, eighteen hundred and ninety-seven, the Pennington Avenue Passenger Railway Company was granted the right to lay tracks and to use electric motors from the junction of Pennington avenue and Warren street, at the Battle Monument; thence west and north through Pennington avenue to the division line between the township of Ewing and the city of Trenton; that this ordinance contained the same provisions relative to the rate of fare as the ordinance granted by the Board of Public Works of the city of Trenton to the Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that said ordinance contained the same provision relating to the filing of a contract with the city of Trenton to abide by the terms of said ordinance, which said contract was duly executed and filed by the said Pennington Avenue Passenger Railway Company.

(*h*) That by an ordinance of the township of Ewing, passed March twenty-eighth, eighteen hundred and ninety-eight, by its township committee, the Ewing Passenger Railway Company was authorized to lay tracks and to use electric motors for a line of railway beginning at the boundary line of the township of Ewing and the city of Trenton, on Pennington avenue; thence north and west through Pennington avenue to the road known as Prospect street; that said line of railway is now wholly within the city of Trenton; that this ordinance contained the same provision relative to the rate of fare as the ordinance granted by the Board of Public Works of the city of Trenton to the Trenton Passenger Railway Company, Consolidated, and approved February twelfth,

eighteen hundred and ninety-four; that said ordinance contained the same provision relating to the filing of a contract to abide by the terms of said ordinance, which said contract was duly executed and filed by the said Ewing Passenger Railway Company.

(*i*) That the ordinance granted by the city of Trenton to the Trenton Street Railway Company, and approved February tenth, eighteen hundred and ninety-nine, for permission to lay tracks at the junction of Paul street and Princeton avenue and extending thence easterly on Paul street to its junction with Brunswick avenue, and thence to the boundary line between the township of Ewing and the city of Trenton, had embodied therein the same terms and conditions as the ordinance granted by the Board of Public Works to the Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four, which included the provision relative to the rate of fare.

(*j*) That the ordinance passed by the common council of the city of Trenton over the mayor's veto, on December fifth, nineteen hundred and five, granted permission to the said Trenton Street Railway Company to lay tracks and construct, maintain and operate a street railway on North Broad street, through Perry street, to connect with its railway on North Warren street; that said ordinance provided that the rights, privileges and franchises therein granted should be subject to all the conditions expressed in the several ordinances of the Trenton Passenger Railway Company, Consolidated, the Pennington Avenue Passenger Railway Company and the Mulberry Street Passenger Railway Company; that said ordinance further provided that a contract should be made and filed, which said contract was duly executed and filed by the said Trenton Street Railway Company.

(*k*) That the ordinance granted by the city of Trenton to the Trenton Street Railway Company, and approved July twenty-first, nineteen hundred and eleven, for permission to construct, maintain and operate a double-track railway upon Hamilton avenue, from South Clinton avenue to Chambers street, provided that said ordinance was granted under the terms of the said ordinance of the Board of Public Works, approved February twelfth, eighteen hundred and ninety-four; that said ordinance of July twenty-first, nineteen hundred and eleven, provided that a contract to abide by the terms and conditions of said ordinance should be

entered into and filed, which said contract was duly executed and filed by the said Trenton Street Railway Company.

(*l*) That by an ordinance of the city of Trenton, approved October eleventh, nineteen hundred and one, the Mercer County Traction Company was granted the right to construct, maintain and operate by electricity a street railway on Pennington avenue, from Prospect street to Parkway avenue (the line dividing the city of Trenton from the township of Ewing); that said ordinance contained the same provisions relative to fare as that contained in the ordinance granted by the Board of Public Works to said Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that said ordinance contained the same provisions relative to the filing of a contract with the city of Trenton, to abide by the terms of said ordinance, which said contract was duly executed and filed by the said Mercer County Traction Company.

(*m*) That by an ordinance of the city of Trenton approved October eleventh, nineteen hundred and one, the Mercer County Traction Company was granted permission to construct, maintain and operate by electricity a street railway beginning at the corner of South Broad street and Market street; thence along Market street to South Warren street; thence along Warren street to Fall street; thence along Fall street to Fair street; thence along Fair street to Bridge street; thence along Bridge street to Warren street; thence along Warren street connecting with the line as above described; that said ordinance contained the same provision relative to fare as that contained in the ordinance granted by the Board of Public Works to the Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that the said ordinance contained the same provision relating to the filing of a contract with the city of Trenton to abide by the terms of said ordinance, which contract was duly executed and filed by the said Mercer County Traction Company.

(*n*) That by an ordinance of the city of Trenton approved January thirteenth, nineteen hundred and two, the Mercer County Traction Company was granted permission to construct, maintain and operate a street railway on Hamilton avenue from Chambers street to Olden avenue, and thence along Olden avenue to East State street to connect with the line of the Trenton Street Rail-

way Company at that point; that said ordinance contained the same provision relative to fare as that contained in the ordinance granted by the Board of Public Works to the Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that the said ordinance contained the same provision relating to the filing of a contract with the city of Trenton to abide by the terms of said ordinance, which contract was duly executed and filed by the Mercer County Traction Company.

(*o*) That by ordinance of the city of Trenton, approved June twenty-seventh, nineteen hundred and four, the Mercer County Traction Company was granted permission to construct, maintain and operate by electricity a double track street railway beginning at West State and Prospect streets (connecting with the tracks of the Trenton Street Railway Company) and extending along Prospect street to Stuyvesant avenue, and thence along Stuyvesant avenue the courses and distances specified in said ordinance; that said ordinance contained the same provision relative to fare as that contained in the ordinance granted by the Board of Public Works to the said Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that the said ordinance contained the same provision relating to the filing of a contract with the city of Trenton to abide by the terms of said ordinance, which contract was duly executed and filed by the said Mercer County Traction Company.

(*p*) That by an ordinance passed over the mayor's veto December fifth, nineteen hundred and five, the Trenton, Hamilton and Ewing Traction Company was granted permission to construct, maintain, and operate by electricity a street railway on West State street, beginning at Parkside avenue and extending out West State street and the public road leading to Trenton Junction to the city line; that said ordinance contained the same provision relative to fare as that contained in the ordinance granted by the Board of Public Works to the Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that said ordinance contained the same provision relating to the filing of a contract with the city of Trenton to abide by the terms of said ordinance, which said con-

tract was duly executed and filed by the said Trenton, Hamilton and Ewing Traction Company.

(*q*) That by an ordinance of the city of Trenton, approved March first, nineteen hundred and six, the Trenton Hamilton and Ewing Traction Company was granted permission to construct, maintain and operate a street railway on Stuyvesant avenue from the westerly side of Whittlesey road to the easterly line of lands of the New Jersey State Hospital; that the said ordinance contained the same provisions relative to fare as that contained in the ordinance granted by the Board of Public Works to the Trenton Passenger Railway Company, Consolidated, and approved February twelfth, eighteen hundred and ninety-four; that the said ordinance contained the same provision relating to the filing of a contract with the city of Trenton to abide by the terms of said ordinance, which contract was duly executed and filed by the said Trenton Hamilton and Ewing Traction Company.

Reference to the ordinances and contracts mentioned in this paragraph of this bill is hereby expressly made and true copies thereof are hereto annexed and marked as exhibits, and your orators pray that the same may be taken as a part of the bill of complaint, with the same effect as if averred in the body hereof.

NINETEENTH.

(*a*) That by the acceptance of the ordinance of the city of Trenton approved February twelfth, eighteen hundred and ninety-four, the Trenton Passenger Railway Company, Consolidated, in consideration of the rights and privileges granted to it by said ordinance, contracted with the city of Trenton to transport passengers for a rate of fare less than that which it had the right prior thereto to charge upon portions of its system of street railways under ordinances previously granted to the City Railway Company, one of its constituent companies; that it further contracted to transport passengers under five years of age free of charge, which it was not required to do under any of the former ordinances of the city of Trenton, the borough of Chambersburg or the borough of Wilbur, or under the charters and acts under which it and its constituent companies were formed; that it further contracted to establish a system of transfers by which passengers would be trans-

ferred from one line of its street railway to another; that it further also contracted to do certain paving, to operate its railways in an efficient manner for the benefit of the public, and to expend adequate moneys from time to time in the performance of such services; that said rates of fare, said services, and the paving and other works to be done under the provisions of said ordinance constituted the consideration to the city of Trenton and its inhabitants for the granting of said ordinance; that the same provisions are embodied in the other ordinances to which reference has heretofore been made and copies of which are hereunto annexed and made a part hereof, and which were accepted by the various companies to which the same were granted.

(*b*) That for the purpose of paying for the substitution of electricity as the propelling power of its cars on its lines of street railway as authorized by the said ordinance of the Board of Public Works approved February twelfth, eighteen hundred and ninety-four, and for the other work required by the said and other ordinances, your orator, the Trenton Passenger Railway Company, Consolidated, issued its first mortgage six per cent. gold bonds to the amount of one million dollars, and secured the same by a mortgage to the Central Trust Company of New York City as trustee, covering all its real estate, leasehold lands, buildings, railroads, power plants, machinery, rolling stock, personal property and franchises; that upon the formation of the Trenton Street Railway Company, by the consolidation of the Trenton Passenger Railway Company, Consolidated, the Mulberry Street Passenger Railway Company, the Pennington Avenue Passenger Railway Company and the Ewing Passenger Railway Company, your orator, the Trenton Street Railway Company, issued its consolidated mortgage five per cent. gold bonds, dated June thirtieth, eighteen hundred and ninety-eight, to the amount of two million dollars, one million dollars thereof being reserved to refund the one million dollars of bonds outstanding, issued by the said Trenton Passenger Railway Company, Consolidated, and the proceeds of the remaining one million dollars of bonds were issued for the purpose of building extensions and improving said system of street railways; that said issue of two million dollars of bonds was secured by an indenture of mortgage made by your orator, the Trenton Street Railway Company, to the Girard Life Insurance Annuity and Trust Company of Philadelphia, trustee, covering all the real

estate, railroads, power plant, machinery, tools, rolling stock and personal property belonging to the said Trenton Street Railway Company; that thereafter your orator, the Trenton Street Railway Company, in order to further improve its lines of street railway and to extend the same, issued its general mortgage six per cent. gold bonds, dated June first, nineteen hundred and eleven, to the amount of five hundred thousand dollars, and secured the same by a mortgage made to the Bankers Trust Company as trustee, and used the proceeds thereof in extending and improving its lines of street railway; that your orator, the Mercer County Traction Company, in order to construct and maintain its lines of street railway issued its first mortgage five per cent., forty-year gold bonds, dated July 1st, 1904, to the amount of three hundred thousand dollars, and secured the same by a mortgage of its lines of railway and appurtenances, dated July 1st, 1904, made to the Real Estate Title Insurance and Trust Company of Philadelphia, as trustee, and used the proceeds thereof in constructing and maintaining its lines of street railway; that your orator, the Trenton Hamilton and Ewing Traction Company, in order to construct and maintain its lines of street railway, issued its first mortgage five per cent. fifty-year gold bonds, dated November 1st, 1905, to the amount of five hundred thousand dollars, and secured the same by a mortgage of its lines of railway and appurtnances, dated November 1st, 1905, made to the Real Estate Title Insurance and Trust Company of Philadelphia, as trustee; that your orator, the Trenton Hamilton and Ewing Traction Company, has of said issue of bonds issued and sold bonds to the amount of three hundred and fifty thousand dollars, and used the proceeds thereof in constructing and maintaining its lines of street railway; that under said mortgage a further issue of one hundred and ten thousand dollars additional bonds has been approved by the Board of Public Utility Commissioners of the State of New Jersey, and will shortly hereafter be issued and the proceeds thereof will be used in the improvement of its lines of street railway; that your orator, the Trenton and Mercer County Traction Corporation, in order to secure additional equipment for use on its leased lines of street railway, has issued and has outstanding equipment notes to the amount of sixty-eight thousand dollars, and has used the proceeds thereof in the purchase of equipment useful and necessary for the efficient operation of its leased lines of street railway.

(*c*) That your orator, the Trenton Street Railway Company, has an authorized capital stock of two million, five hundred thousand dollars, of which there is issued and outstanding capital stock to the amount of one million dollars; that your orator, the Mercer County Traction Company, has an authorized issue of one hundred thousand dollars of capital stock; that it has issued and outstanding capital stock to the amount of one hundred thousand dollars; that your orator, the Trenton Hamilton and Ewing Traction Company, has an authorized capital stock of two hundred thousand dollars; that it has issued and outstanding capital stock to the amount of two hundred thousand dollars; that your orator, the Trenton and Mercer County Traction Corporation, has an authorized capital stock of four hundred thousand dollars, of which two hundred thousand dollars is preferred capital stock and two hundred thousand dollars is common capital stock; that it has issued and outstanding one hundred and fifty thousand dollars of preferred capital stock and one hundred and fifty thousand dollars of common capital stock.

TWENTIETH.

That the several contracts hereinbefore referred to, made and entered into by the several street railway and traction companies hereinbefore mentioned with the city of Trenton, by which the rate of fare was agreed to be a sum not greater than five cents for the carrying of each passenger over five years of age for any distance within the limits of the city of Trenton, gave the right to your orators, the said Trenton Street Railway Company, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, to charge and receive the sum of five cents for the carrying of each passenger over five years of age within the limits of the city of Trenton, and your orator, the Trenton and Mercer County Traction Corporation, as lessee of the said Trenton Street Railway Company, the said Mercer County Traction Company and the said Trenton Hamilton and Ewing Traction Company, has the same right to charge and receive the sum of five cents for the carrying of each passenger over the age of five years within the limits of the city of Trenton; that the city of Trenton or the State of New Jersey, acting through

any of its agencies, has no power to reduce said fare below the sum of five cents for each passenger over five years of age within the limits of the city of Trenton; that the said contracts and agreements hereinbefore referred to, made with the city of Trenton, cannot be altered without the consent of both parties thereto; that any attempt on the part of the city of Trenton or the State of New Jersey, through any of its agencies, to prevent the charging and receiving of the sum of five cents for the transportation of each passenger over the age of five years within the limits of the city of Trenton is in violation of the tenth section of article one of the constitution of the United States, because it impairs the obligation of the contracts hereinbefore mentioned made between the city of Trenton and your orators or their predecessors, and further impairs the contracts hereinbefore mentioned made between the State of New Jersey and your orators or their predecessors, by which the State authorized your orators or their predecessors to fix and determine the rates for transportation of passengers and property over the lines of street railway authorized to be constructed under the charters of the several companies hereinbefore mentioned, and under the special and general acts of the Legislature of New Jersey by or under which your orators and their predecessors were incorporated or formed.

TWENTY-FIRST.

That by the special and general acts of the Legislature of New Jersey, hereinbefore referred to, by or under which the several street railway and traction companies, hereinbefore mentioned, were incorporated or formed through consolidation, the power was given to said several corporations subject to the limitations in said acts hereinbefore set forth, to fix and determine the rates of fare to be charged and collected for the transportation of passengers and property upon the several lines of street railway constructed, maintained and operated by the said several street railway and traction companies; that said acts of the Legislature accepted by said several companies were contracts the obligation of which could not be impaired by any law of the State of New Jersey or by any ordinance passed by the city of Trenton without the agreement thereto of the contracting company or its suc-

cessors or assigns; that the said several companies upon procuring the various municipal consents necessary to construct, maintain and operate the lines of street railway hereinbefore referred to by agreement and contract with the said several municipalities granting permission to lay tracks and operate lines of street railway limited or abridged the powers conferred upon them under the laws, special or general, of the Legislature of the State of New Jersey, relative to the fares to be charged and collected by said companies as hereinbefore set forth; that no limitation or abridgement of its rights made by any of said street railway and traction companies, fixed the fare to be charged and collected by your orators at a less sum than five cents for carrying each passenger over five years of age for any distance within the limits of the city of Trenton; that the obligations of said contracts and agreements could not be impaired by any law of the State of New Jersey or by any ordinance passed by the said city of Trenton without the agreement thereto of the contracting company or its successors or assigns.

TWENTY-SECOND.

(*a*) That prior to the passage of the ordinance of the Board of Public Works, approved February twelfth, eighteen hundred and ninety-four, authorizing the Trenton Passenger Railway Company, Consolidated, to use electric motors as the propelling power of its cars and to erect poles and to string wires thereon on certain designated streets in the said city of Trenton, the said Trenton Passenger Railway Company, Consolidated, had extended to the patrons of its line of street railway the privilege of purchasing, when they made the request, books of tickets, each book containing one hundred and fifty tickets and entitling the holder thereof to one hundred and fifty rides, for the sum of five dollars for each of said books, and had also extended to its patrons the privilege of purchasing, when they made the request, six tickets in a strip for the sum of twenty-five cents, each ticket entitling the holder to one ride; that on or about the first day of February, eighteen hundred and ninety-eight, the sale of said books of one hundred and fifty tickets was withdrawn by the said Trenton Passenger Railway Company, Consolidated; that the sale of

tickets in strips of six for twenty-five cents was continued until on or about September fifteenth, nineteen hundred and nine, when the sale of said tickets was discontinued on the cars of the Trenton Street Railway Company, which at that time was the company operating the system of street railways within the city of Trenton; that subsequently the sale of tickets was wholly withdrawn from the patrons of the road, and on September seventeenth, nineteen hundred and nine, no tickets whatsoever were sold to the patrons of the said Trenton Street Railway Company; that on September twenty-third, nineteen hundred and nine, the said Trenton Street Railway Company restored the privilege to its patrons of purchasing six tickets for twenty-five cents.

(*b*) That on October nineteenth, nineteen hundred and nine, the inhabitants of the city of Trenton, acting through its common council, passed an ordinance, which was approved by the mayor, on the twenty-second day of October, nineteen hundred and nine, a copy of which is hereto annexed and made a part hereof, which provided that the said Trenton Street Railway Company should at all times, on all cars operated by it within the city of Trenton, sell six tickets for twenty-five cents, each of which should be good and valid in lieu of the single fare or toll which the said company was authorized to collect under the various ordinances granted to the said company; that the said ordinance approved October twenty-second, nineteen hundred and nine, further provided that the mayor was authorized and empowered to revoke the license of any car upon which the provisions of said ordinance were violated.

(*c*) That the city of Trenton at the time of the passage of said ordinance claimed that it had the power to alter and amend the ordinances under which the Trenton Street Railway Company was operating said system, so as to compel said company to sell six tickets for twenty-five cents; that the municipal authorities of the city of Trenton stated to your orator, the said Trenton Street Railway Company, that the several ordinances of the city of Trenton theretofore passed, granting to the said Trenton Street Railway Company, or its predecessors, the rights therein mentioned, reserved the right in the city of Trenton to alter or amend said ordinances whenever in the judgment of its common council the public good required; that it was provided in said ordinances that no alteration or amendment to said ordinances could be made without giving to the railway company affected thereby one

month's written notice of such proposed alteration or amendment; that the city of Trenton then requested that the Trenton Street Railway Company waive the provisions of said ordinance relative to notice of the alteration or amendment thereof; that the board of directors of the Trenton Street Railway Company passed a resolution drafted and submitted by the counsel of the city of Trenton waiving its rights to receive notice of alteration or amendment of the ordinances under which the said Trenton Street Railway Company was operating its system of street railways; that action of said board of directors of the said Trenton Street Railway Company was further taken with reference to the execution of an agreement relative to the proposed ordinance requiring the sale of strip tickets on the cars operated by it; that subsequent to said action of the board of directors an examination of the ordinances referred to by the city of Trenton in the form of resolution presented by said city, disclosed that certain ordinances did not reserve the right to alter or amend the same; that the following are the ordinances in which the said right to alter was not reserved by the city of Trenton:

Ordinance, city of Trenton to the Trenton Passenger Railway Company, Consolidated, approved February twelfth, eighteen hundred and ninety-four.

Ordinance, city of Trenton to Mulberry Street Railway Company, approved October twenty-third, eighteen hundred and ninety-seven.

Ordinance, city of Trenton to Pennington Avenue Passenger Railway Company, approved December twenty-second, eighteen hundred and ninety-seven.

Ordinance, city of Trenton to Trenton Street Railway Company, approved February tenth, eighteen hundred and ninety-nine.

Ordinance, city of Trenton to Trenton Street Railway Company, approved February tenth, eighteen hundred and ninety-nine.

Ordinance, Ewing township to the Ewing Passenger Railway Company, passed March twenty-eighth, eighteen hundred and ninety-eight.

Ordinance, city of Trenton to Trenton Street Railway Company, passed over the mayor's veto December fifth, nineteen hundred and five.

Ordinance, city of Trenton to Mercer County Traction Company, approved October eleventh, nineteen hundred and one.

Ordinance, city of Trenton to Mercer County Traction Company, approved October eleventh, nineteen hundred and one.

Ordinance, city of Trenton to Mercer County Traction Company, approved January thirteenth, nineteen hundred and two.

Ordinance, city of Trenton to Mercer County Traction Company, passed June twenty-seventh, nineteen hundred and four.

That the agreement referred to in the said resolution, passed by the board of directors relative to the sale of strip tickets, was never executed by the said Trenton Street Railway Company, by reason of the discovery of the misstatements contained in the recitals of the resolution submitted by the city of Trenton to the said Trenton Street Railway Company, and which misstatements prompted the passage thereof; that subsequently the board of directors of the said Trenton Street Railway Company rescinded the passage of the resolution hereinbefore mentioned.

(*d*) That your orators charge that the right reserved in said ordinances to alter or amend the same as the public good may require, gives no authority or power to the city of Trenton to amend said ordinances so as to in effect lessen the amount which your orators had the right to charge for the transportation of passengers on its system of street railway; that the defendant, the inhabitants of the city of Trenton, obtained no right or power to amend the ordinances of the city of Trenton under which the said Trenton Street Railway Company had constructed, maintained and operated its system of street railways, in respect to the amount of fare to be charged and received by the said Trenton Street Railway Company upon its cars for the transportation of passengers, or to pass any ordinance affecting the powers of said Trenton Street Railway Company to charge and receive the amount of fare under which the said system of street railways had been constructed, maintained and operated within the city of Trenton; that the said Trenton Street Railway Company never entered into any agreement to abide by the terms of the said ordinance passed October nineteenth, nineteen hundred and nine, and approved October twenty-second, nineteen hundred and nine, relating to the sale of strip tickets upon the cars operated by it within the limits of the city of Trenton, as was contemplated by the agreement referred to in the resolution passed by the board of directors of the

Trenton Street Railway Company; that the said Trenton Street Railway Company has never received from the inhabitants of the city of Trenton any consideration, in money or in any other form, for the impairment, surrender, abridgment, curtailment or diminution of its rights, power and authority to charge and receive the amount of fare which it was authorized to charge, receive and collect by virtue of the laws of the State of New Jersey, and the ordinances and agreements under which its said system of street railways were constructed, maintained and operated; that said ordinance, passed October nineteenth, nineteen hundred and nine, and approved October twenty-second, nineteen hundred and nine, is illegal, void, discriminatory and arbitrary, in that the defendant, the inhabitants of the city of Trenton, had no right or authority to enact the same; in that said ordinance purports only to apply to cars being operated on the lines of the Trenton Street Railway Company, and not to cars being operated on other lines of street railway then and now operated within the city of Trenton.

(*e*) That said ordinance, approved October twenty-second, nineteen hundred and nine, does not by its terms apply to cars now operated by your orator, the Trenton and Mercer County Traction Corporation, or cars owned by it, or by your orators, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, or to cars operated by other lines of street railway in the city of Trenton, and existing either now or at the time of the passage of the said ordinance; that the mayor of the city of Trenton has no power or authority under the provisions of said ordinance to revoke the licenses of the cars of your orators, the Trenton and Mercer County Traction Corporation, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, now being operated by your orator, the Trenton and Mercer County Traction Corporation.

TWENTY-THIRD.

(*a*) That the said Trenton Street Railway Company operated the lines of street railway within the city of Trenton until the fifteenth day of October, nineteen hundred and ten, when your orator, the Trenton and Mercer County Traction Corporation, entered into the control and operation of the lines of street rail-

way of the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company; that the said Trenton Street Railway Company had continued the privilege to its patrons of purchasing upon request six tickets for twenty-five cents until it discontinued the operation of its said lines of street railway within the city of Trenton; that your orator, the Trenton and Mercer County Traction Corporation, continued the said privilege to its patrons of purchasing upon request six tickets for twenty-five cents.

(*b*) That your orator, the Trenton and Mercer County Traction Corporation, upon leasing the said lines of street railway was obliged to expend large sums of money in the purchase of double-truck cars to replace the single-truck cars formerly operated by the Trenton Street Railway Company, overhauling the equipment and doubling the capacity of electric current at the power house, constructing a retaining wall at the power house to prevent the street railway service from being interrupted by high water, renewing the wires for the flow and distribution of electric current, welding rail joints, repairing track and constructing new track; that since October fifteenth, nineteen hundred and eleven, it has expended upwards of eight hundred thousand dollars in the making of these improvements.

(*c*) That during the past year, owing to the poor business conditions, the competition of jitneys, and the use of automobiles by former patrons, the gross receipts of your orator, the Trenton and Mercer County Traction Corporation, have steadily declined; that the cost of the operation of said lines of street railway has been increased by advancing the wages of employes, increases in the cost of materials and supplies, necessary for the operation and maintenance of its system, the cost of paving and repaving the streets of the city of Trenton, and in the increase of taxes paid to the federal, state and city governments.

(*d*) That your orator, the Trenton and Mercer County Traction Corporation, for the reasons hereinbefore set forth, resolved and determined to discontinue the privilege heretofore offered to its patrons of purchasing six tickets for twenty-five cents, and to insist upon the right of its lessors, and upon its right as their lessee, to exact, receive and collect a fare of five cents for each passenger over five years of age transported over said lines of street railway within the city of Trenton, in accordance with the pro-

visions of the acts of the Legislature, by or under which its predecessors in the operation of said system of street railways in the city of Trenton were incorporated, and under and by virtue of the provisions of the ordinances hereinbefore set forth, under which a fare of five cents for each passenger over five years of age was agreed upon as the rate of fare, and under which within the limits of five cents your orator, the Trenton and Mercer County Traction Corporation, as lessee, has full power to fix the rate of fare to be charged and received.

(*e*) That your orator, the Trenton and Mercer County Traction Corporation, thereupon published an announcement on August 13th, 1915, to the citizens of Trenton that it was obliged and intended to discontinue the sale of six tickets for twenty-five cents on its lines of street railway on August 20th, 1915; that at the time of the making of said announcement your orator, the Trenton and Mercer County Traction Corporation, wrote a letter to the Board of Public Utility Commissioners, a copy of which is hereto annexed and made a part hereof, stating that under the charters and ordinances hereinbefore referred to the rate of fare had been fixed and agreed upon as five cents for each passenger above the age of five years; that the privilege of purchasing six tickets for twenty-five cents had been extended to its patrons; that your said orator proposed to withdraw this privilege; that if the city of Trenton contested this action by reason of the enactment of the said ordinance of October 22d, 1909, your orator would ask for an adjudication of this question by the courts; that in the opinion of your said orator the withdrawal of the sale of said tickets was not a change in the rate of fare; that thereupon the said Board of Public Utility Commissioners, by its secretary, wrote a letter dated August 13th, 1915, a copy of which is hereto annexed and made a part hereof, to the city of Trenton, addressed to its mayor enclosing a copy of the letter of your said orator; that the said Board of Public Utility Commissioners, by its secretary, also wrote a letter to your said orator, a copy of which is hereto annexed and made a part hereof, inquiring as to the date it proposed to withdraw the sale of said tickets; that your said orator thereupon replied that it proposed to discontinue the sale thereof on August 20th, 1915.

(*f*) That the defendant, the inhabitants of the city of Trenton, on the seventeenth day of August, 1915, appeared before the Board

of Public Utility Commissioners and filed a complaint, a copy of which is hereto annexed and made a part hereof, and through its counsel asked the said Board of Public Utility Commissioners to make an order prohibiting your orator, the Trenton and Mercer County Traction Corporation, from discontinuing the sale of said tickets; that thereupon the said Board of Public Utility Commissioners made an order suspending what it termed the proposed increase in the existing individual and special rate and the change or alteration of the existing classification until the sixteenth day of November, 1915, unless said board prior thereto should determine that the said alleged increase was just and reasonable and should approve the same; that said order was in writing and a copy thereof was received by your said orator, the Trenton and Mercer County Traction Corporation, on August 18th, 1915, by registered mail; that a copy of said order and of the transcript of the proceedings before the said board, on August 17th, 1915, are hereto annexed and made a part hereof.

(*g*) That the said Board of Public Utility Commissioners claimed that it had the power to make said order under the following provision of chapter 195 of the laws of 1911, under which said board was created and its powers defined, to wit:

> "When any public utility as herein defined shall increase any existing individual rates, joint rates, tolls, charges or schedules thereof, as well as commutation, mileage and other special rates, or change or alter any existing classification, the board shall have power, either upon written complaint or upon its own initiative, to hear and determine whether the said increase, change or alteration is just and reasonable. The burden of proof to show that the said increase, change or alteration is just and reasonable shall be upon the public utility making the same. The board shall have power pending such hearing and determination to order the suspension of the said increase, change or alteration until the said board shall have approved said increase, change or alteration, not exceeding three months. It shall be the duty of the said board to approve any such increase, change or alteration upon being satisfied that the same is just and reasonable." (h section 17.)

That your orators charge that said order was made without notice to them, or any of them, and without an opportunity for them, or any of them, to be heard; that the section of said act above quoted is subdivision h of section 17 of said act; that said section 17 provides that the said board shall only have power, after hearing, upon notice, by order in writing, to require every public utility to suspend any increase, change or alteration in rates pending the hearing thereon; that said order was not made pending a hearing of which your orators had notice, and was made without notice to your orators, or any of them, and without affording them, or any of them, an opportunity to be heard, and is null and void.

(*h*) That the sale or omission to sell tickets in strips of six for twenty-five cents has always been within the option of your ortaor, the Trenton and Mercer County Traction Corporation, and its predecessors, and constituted simply and only an accommodation, unenforceable by law, extended by your said orator and its predecessors to their patrons; that the withdrawal of said accommodation to their patrons was within the clear and undisputable rights of your orators; that the said Board of Public Utility Commissioners had no jurisdiction of said question at the time of the making of the said order of August 17th, 1915, and can take and have no jurisdiction of said question; that your orator, the Trenton and Mercer County Traction Corporation, has, as the lessee of the contracting parties or their predecessors a clear right to charge and receive five cents for the transportation of each passenger over the age of five years within the limits of the city of Trenton; that any attempt on the part of said Board of Public Utility Commissioners to take jurisdiction of said question for the purpose of determining whether the discontinuance of the sale of said tickets in strips of six is just and reasonable within the opinion of said board is an impairment of the contractual rights of your orators in violation of the tenth article of section one of the constitution of the United States of America; that the said board had no jurisdiction and power to make the said order of suspension of August 17th, 1915; that said order is an impairment of the contractual rights of your orators in violation of the tenth article of section one of the constitution of the United States of America.

(*i*) That the passage of the said statute by the Legislature of the State of New Jersey, the approval thereof by the Governor of said state, the creation of the said Board of Public Utility Com-

missioners under said act, the powers given to said board therein, the provisions in said act by which the said board, or any member thereof, is not bound at hearings and investigations by the technical rules of legal evidence, and the making of said order of August 17th, 1915, by the said Board of Public Utility Commissioners in manner and form and under the facts and circumstances as herein set forth, and each of them constitute a violation of the provisions of the first section of article fourteen of the amendments to the constitution of the United States of America, in that thereby your orators and each of them are deprived of property without due process of law, and are denied the equal protection of the laws, and is a taking, confiscatory in its nature, of the property of your orators for public use without compensation and without due process of law, contrary to the constitution of the State of New Jersey.

TWENTY-FOURTH.

That the right to charge and receive a fare of five cents for the transportation of each passenger over five years of age within the limits of the city of Trenton, as compared with the sale of strip tickets at the rate of six tickets for twenty-five cents, is a valuable right and worth to your orator, the Trenton and Mercer County Traction Company, and to your orators, the Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company, if the leases to the Trenton and Mercer County Traction Corporation be abrogated for any reason, at least the sum of one hundred thousand dollars annually, under usual and ordinary conditions of business, by reason of the increased income derived upon the charging of a straight fare of five cents per passenger as compared with the sale of said strip tickets at the rate of six tickets for twenty-five cents; that during the year ending August 19th, 1915, fourteen million two hundred and eight thousand and thirty-six strip tickets were sold in the city of Trenton; that if your orator, the Trenton and Mercer County Traction Corporation, had received a straight fare of five cents for each passenger the amount received by it would have been one hundred and eighteen thousand four hundred dollars and thirty cents in excess of the amount it did receive from the sale of said tickets; that the making of

the order of August 17th, 1915, has resulted in a loss to your orator, the Trenton and Mercer County Traction Corporation, between August 20th and the date of the filing of this bill of upwards of three thousand dollars; that on August 20th, 1915, your said orator sold five thousand three hundred and thirty-three strips of tickets; on August twenty-first, nineteen hundred and fifteen, eight thousand two hundred and nine strips of tickets; on August twenty-second, nineteen hundred and fifteen, six thousand one hundred and two strips of tickets; on August twenty-third, nineteen hundred and fifteen, six thousand three hundred and thirty-eight strips of tickets; on August twenty-fourth, nineteen hundred and fifteen, five thousand three hundred and two strips of tickets; on August twenty-fifth, nineteen hundred and fifteen, six thousand two hundred and seventy-four strips of tickets; on August twenty-sixth, nineteen hundred and fifteen, five thousand seven hundred and twenty-two strips of tickets, on August twenty-seventh, nineteen hundred and fifteen, five thousand five hundred and twenty-one strips of tickets; on August twenty-eighth, nineteen hundred and fifteen, eight thousand four hundred and twenty-one strips of tickets; and on August twenty-ninth, nineteen hundred and fifteen, four thousand one hundred and six strips of tickets, making a total of sixty-one thousand three hundred and twenty-eight strips of tickets, upon which the loss of your said orator was five cents per strip, or three thousand and sixty-six dollars and forty cents; that the loss resulting from a continuance of said order for a period of three months or until November 16th, 1915, will be twenty-six thousand six hundred and seventy dollars, approximately; that the abrogation by the said Board of Public Utility Commissioners of the rights of your orators to charge and receive a straight fare of five cents by a decision of said board that the discontinuance of the sale of tickets was not just or reasonable would result in the annual loss to your orator of the sum hereinbefore stated; that no public or private agency is obligated or bound to pay said losses or difference in income to your orator, the Trenton and Mercer County Traction Corporation, and the continuance of said order of August 17th, 1915, until November 16th, 1915, under the circumstances in this bill of complaint set forth, would result in irreparable injury to your said orator; and the assumption of jurisdiction of your orators for the purpose of determining the rights of your orators to charge

and receive a straight fare of five cents for all passengers above the age of five years and to order the sale of six tickets for twenty-five cents will result in irreparable injury to your orators.

TWENTY-FIFTH.

That under the provisions of the said act entitled "An act concerning public utilities; to create a Board of Public Utility Commissioners and to prescribe its duties and powers," approved April 21st, 1911, it is provided that in default of compliance with any order of said board when the same shall become effective the public utility affected thereby shall be subject to a penalty of one hundred dollars a day for every day during which such default shall continue, to be recovered in an action of debt in the name of the state; that said act further provides that any public utility who shall neglect, fail or omit to do or perform any act or thing required to be done or performed by it shall be guilty of a misdemeanor; that your orator, The Trenton and Mercer County Traction Corporation, would, if it disobeyed and ignored said order of August seventeenth, nineteen hundred and fifteen, be liable to suit for said penalty and to indictment; that the only remedy available to your orators for the protection of their rights is the exercise of the restraining powers and injunctive process of this Honorable Court.

TWENTY-SIXTH.

That the said Board of Public Utility Commissioners by its said order of August seventeenth, nineteen hundred and fifteen, of which your orators had no notice or opportunity to be heard, fixed the twenty-first day of September, nineteen hundred and fifteen, as the date of a hearing upon the alleged complaint as to the discontinuance of the sale of said strips of six tickets for twenty-five cents; that your orators aver that the said board has no jurisdiction to determine this question; that the only remedy available to your orators to prevent action by the said board is through the exercise of the restraining powers and injunctive process of this Honorable Court.

TWENTY-SEVENTH.

That your orators, the Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company, the lessor companies, allege and aver that the enforcement of the said order of August seventeenth, nineteen hundred and fifteen, of said Board of Public Utility Commissioners, and the making of an order directing permanently the continuance of the sale of strip tickets, would produce a condition which would very much affect the ability of the said The Trenton and Mercer County Traction Corporation, the lessee, to perform the covenants of its several leases, and would deprive your orators, the lessor companies, of the advantages and benefits secured to them under said leases, and may compel your orators, the lessors herein named, to take over and operate their respective lines of street railway in the city of Trenton; that such a necessity would not only entail a serious loss upon the security holders and stockholders of said lessee company, The Trenton and Mercer County Traction Corporation, and take away all of their property, but would deprive your orators, the lessor companies herein, of their property rights in said leases and the great benefits and advantages accruing to them under said leases; and your orators, the lessor companies, further aver that the cancellation of the leases existing between your orators, the lessor companies, and The Trenton and Mercer County Traction Corporation, the lessee company herein named, would deprive your orators of the guarantee of said lessee company not only to secure, as in said leases set forth, the obligations heretofore issued by your orators, the lessor companies, for moneys borrowed in and about the improvement or the extension of their respective lines of street railway herein mentioned, and the securing to the stockholders of your orators, the said lessor companies, a return upon their investment made in said street railways, but would also deprive your orators, the lessor companies, of the guarantee and assurance on the part of the said lessee company of the performance of all their obligations and duties under their respective charters to the public, including the sums necessary to be expended in the future for the maintenance of the roadbed and rolling stock, the paving required by the city of Trenton and the furnishing of adequate and sufficient service

for the public of the city of Trenton, the amounts of which expenditures in the future, while of necessity they cannot be particularly stated as to amount, yet your orators, the lessor companies, from their experience in operating said lines of street railway in the city of Trenton in the past, know and therefore aver, will involve the expenditure from time to time in the future of very large sums of money.

TWENTY-EIGHTH.

That the Honorable Frederick W. Donnelly, mayor of the city of Trenton, has threatened, if your orator, The Trenton and Mercer County Traction Corporation, refuses to sell on its cars at all times six tickets for twenty-five cents, to revoke under the alleged power and authority given him by the said ordinance of October twenty-second, nineteen hundred and nine, the licenses of said cars; that your orators aver and maintain that said revocation would be illegal and oppressive for the following reasons:

1. That said ordinance and the action threatened thereunder by the mayor of the city of Trenton impairs, abridges, curtails and diminishes the right, power and authority of the Trenton and Mercer County Traction Corporation, as lessee of the Trenton Street Railway Company, and Mercer County Traction Corporation and the Trenton Hamilton and Ewing Traction Company, to charge and receive the rate of fare authorized by virtue of the laws of the State of New Jersey and the ordinances and agreements hereinbefore recited, under which said systems of street railways were constructed and maintained and are now being operated by your orator, the Trenton and Mercer County Traction Corporation, contrary to the provisions of the tenth section of Article I. of the Constitution of the United States of America.

2. That the said ordinance and the action threatened thereunder by the mayor of the city of Trenton impairs, curtails and abridges the contractual obligations made by and between your orator, the Trenton Street Railway Company, and its predecessors, under the acts of the legislature of New Jersey, by or under which the said Trenton Street Railway Company, or its predecessors, were formed, and under the several ordinances of the city of Trenton hereinbefore recited, contrary to the rights guaranteed

to your orators by the said tenth section of Article I. of the Constitution of the United States of America.

3. That the said ordinance and the threatened action thereunder by the mayor of the city of Trenton deprives your orators of their property without due process of law, and denies to your orators as citizens of the United States the equal protection of the laws, guaranteed and accorded by the first section of Article XIV. of the Amendments to the Constitution of the United States of America.

4. That the said ordinance is illegal, void, discriminatory and arbitrary, in that it applies only to cars being operated by the Trenton Street Railway Company, and does not apply to cars operated on other lines of street railway existing in the city of Trenton at the time of the passage of said ordinances, and then and now being operated within the city of Trenton.

5. That said ordinance does not apply to the cars of your orators, The Trenton and Mercer County Traction Corporation, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, and now operated by The Trenton and Mercer County Traction Corporation, but only to the cars operated by the Trenton Street Railway Company.

6. That the threatened action of the mayor under said ordinance is illegal, void and oppressive in that he seeks to revoke the licenses of the cars of your orator, the Trenton and Mercer County Traction Corporation, under an ordinance which by the terms thereof applies only to the cars operated by the Trenton Street Railway Company.

7. That the Inhabitants of the City of Trenton had no power or authority to alter or amend by the enactment of said ordinance approved October twenty-second, nineteen hundred and nine, or by any other ordinance, the ordinances granted to your orators, the Trenton Street Railway Company, or its predecessors or the Mercer County Traction Company, or the Trenton Hamilton and Ewing Traction Company, in respect to the amount of fare which the said Trenton Street Railway Company or its predecessors, or the Mercer County Traction Company or the Trenton Hamilton and Ewing Traction Company were empowered and authorized to charge, receive and collect under the laws by or under which the said companies were formed, or by the several ordinances hereinbefore referred to.

TWENTY-NINTH.

That your orator, the Trenton and Mercer County Traction Corporation, as lessee, is now engaged in the operation of upwards of thirty-four miles of street railways in the city of Trenton; that in such operation it has in use upwards of one hundred cars which are propelled by electricity, and has in its employ in such operation upwards of two hundred and sixty-nine men as motormen and conductors; that it carries an average of forty-nine thousand passengers per day over the lines operated by it; that under and by virtue of the provisions of said ordinance entitled "An ordinance to provide for the sale of tickets by the Trenton Street Railway Company," approved October twenty-second, nineteen hundred and nine, and the obligation of your orator, the Trenton and Mercer County Traction Corporation, as lessee of said lines of street railway, to carry such passengers as may offer themselves for carriage, it will be subjected to innumerable demands on the part of the traveling public to sell to such persons as may make such demands tickets in accordance with the provisions of said ordinance approved October twenty-second, nineteen hundred and nine, and to sell as provided and required thereby and to accept for carriage of such passengers and transfer of the same one of said tickets to be sold at the rate of six tickets for twenty-five cents, which by the terms of said ordinance were to be good and valid in lieu of the fare and toll which said company by the several ordinances of the city of Trenton was authorized to charge and collect for the carrying of passengers, namely, five cents for each passenger over the age of five years; that upon its refusal to comply with such demands and requests your orator, The Trenton and Mercer County Traction Corporation, may be subjected to numerous actions at law by persons so refused, and to annoyance, litigation and loss by reason thereof; that said city of Trenton will seek and now attempts and threatens and intends, by such power and authority as it may possess, and by vexatious legal proceedings, to compel your said orator, the Trenton and Mercer County Traction Corporation, to comply with the provisions of said ordinance approved October twenty-second, nineteen hundred and nine, and as a result your orators will be put to great loss,

damage, hindrance and annoyance in the transaction of their business, which they are entitled to carry on without such suits, litigation, actions, annoyances, hindrance, loss and damage.

THIRTIETH.

That in full reliance upon its right to charge the full fare fixed by the various contracts and grants hereinbefore referred to and for the purpose of procuring such money as it was necessary it should have for the construction, maintenance, repair, reconstruction and operation of the various lines of railway hereinbefore described, The Trenton Passenger Railway Company, Consolidated, and your orators have issued for the purposes aforesaid the bonds hereinbefore mentioned, amounting in the aggregate to three million and two hundred and seventy-eight thousand dollars, payable in gold, together with annual interest at the rates of six and five per cent. per annum as hereinbefore set forth; that some of said bonds mature annually and it is necessary for your orators, or some of them, to borrow money to a considerable amount to use in the payment and retirement of said bonds by the issue and sale of bonds of the same general character; that all of said bonds outstanding are secured by mortgages given as hereinbefore recited by the terms of which all of the property, rights, privileges and franchises of your orators, the Trenton Street Railway Company, and its predecessors, and your orators, the Mercer County Traction Company, and the Trenton Hamilton and Ewing Traction Company, and the Trenton and Mercer County Traction Corporation, including the franchises or rights fixed by the said various contracts and grants to charge the rates of fare therein mentioned, together with all the tolls, fares, issues, earnings and profits arising therefrom, have been mortgaged to the trustees named in said mortgages for the security and benefit of the holders of said bonds; that said bonds have been sold to parties purchasing the same in the full faith and belief that your orators had the right to charge the full rate of fare fixed by the various contracts and grants without any right on the part of the city of Trenton, or any other person, corporation or authority to interfere with, lessen, reduce or impair the same, and the said right to have and receive the amount of fare so fixed being so mort-

gaged as a part of the security for the payment of the said bonded indebtedness, the action of the city of Trenton by the adoption of the ordinance approved October twenty-second, nineteen hundred and nine, is an impairment of the obligation of said contract as against the rights of said bondholders, under and by virtue of the security created by the said various mortgages, and in contravention of section ten of article one of the Constitution of the United States of America.

THIRTY-FIRST.

That the said mayor of the city of Trenton has threatened to call to his aid to enforce his action in revoking said car licenses the police department of the said city of Trenton, and has threatened to have arrested the motormen and conductors of said cars if they operate the same; that your orator, The Trenton and Mercer County Traction Corporation, is engaged in the business of transporting passengers in cars over its lines of railway for hire; that it requires the use of all its licensed cars for that purpose; that the public will suffer great inconvenience if the operation of its cars is prevented by the action of the mayor of the city of Trenton and the police department of the city of Trenton; that your said orator, The Trenton and Mercer County Traction Corporation, will sustain irreparable loss if all of its cars are prevented from being operated, and will also suffer irreparable loss if the threats of revocation of licenses and the stoppage of its cars are executed.

THIRTY-SECOND.

That your orators have been advised that the making of the said order of August seventeenth, nineteen hundred and fifteen, by the Board of Public Utility Commissioners, is illegal and void and an impairment, abridgment and curtailment of the rights of your orators and each of them; that the said ordinance approved October twenty-second, nineteen hundred and nine, is illegal, void and an impairment, abridgment and curtailment of the rights of your orators and each of them; that the threatened revocation of the licenses of cars operated by your orator, The Trenton and Mercer County Traction Corporation, by the mayor of the city of

Trenton and the "Inhabitants of the City of Trenton," the threatened action of the police of the city of Trenton to prevent the operation of said cars, is unlawful and illegal, and that all of said actions and doings of said Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, designated and known as the Board of Public Utility Commissioners, and the "Inhabitants of the City of Trenton," and Frederick W. Donnelly, mayor, are contrary to equity and good conscience, and to the manifest wrong and oppression of your orators in the premises.

THIRTY-THIRD.

And your orators further show that they have no adequate relief except in this Honorable Court, and that the immediate and active interference of this Court by way of injunction or restraining order is necessary to protect your orators from irreparable loss and injury.

THIRTY-FOURTH.

Your orators further aver that the matter in dispute herein exceeds, exclusive of interest and costs, the sum of three thousand dollars, and that this suit is of a civil nature in equity arising under the Constitution of the United States.

Wherefore, your orators pray as follows:

1. That said defendants, Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, known and designated as the Board of Public Utility Commissioners, the "Inhabitants of the City of Trenton," and Frederick W. Donnelly, Mayor, may, to the best and utmost of their knowledge, remembrance and belief, full, true and perfect answer make to all and singular the matters aforesaid, but not under oath, the same being expressly waived.

2. That your honors may grant to your orators a writ of injunction issuing out of and in accordance with the rules and practice of this honorable court, to be directed to the said Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, known and designated as the Board of Public Utility Commission-

ers, to restrain them and said board as an organized body, and its servants, employes and solicitor, from continuing in force the said order of August seventeenth, nineteen hundred and fifteen, directing your orator, the Trenton and Mercer County Traction Corporation, to suspend the alleged increase in the existing individual and special rate, and the change or alteration of the alleged existing classification as set forth in a letter of The Trenton and Mercer County Traction Corporation to the said Board of Public Utility Commissioners, dated August 13th, 1915, from enforcing the collection of the penalty of one hundred dollars per day if the said The Trenton and Mercer County Traction Corporation disobeys the said order of August 17th, 1915, from enforcing or attempting to enforce by *mandamus* or injunction, or by any other method, the performance of the commands of said order of August 17th, 1915, made on The Trenton and Mercer County Traction Corporation; from conducting the hearing on September 21st, 1915, on the question whether the said alleged increase is just and reasonable; and from assuming jurisdiction of said question against the protests of your orators.

3. That your honors may grant to your orators a writ of injunction, issuing out of and in accordance with the rules and practice of this honorable court, to be directed to the "Inhabitants of the City of Trenton" and Frederick W. Donnelly, Mayor, to restrain them, and each of them, and their or his servants and employes, from revoking the licenses of all or any of the cars operated within the city of Trenton by your orator, the said The Trenton and Mercer County Traction Corporation, upon which six tickets for twenty-five cents are not sold to persons requesting to purchase the same, and from revoking the licenses of the cars of your orators other than the said The Trenton and Mercer County Traction Corporation, operated by The Trenton and Mercer County Traction Corporation within the limits of the city of Trenton, upon which six tickets for twenty-five cents are not sold to persons requesting to purchase the same; and from enforcing any order for the revocation of the licenses of said cars by the arrest of the motormen or conductors of the said cars through the police department of the city of Trenton; or from using and employing any other means or method for stopping the operation of the cars of the said The Trenton and Mercer County Traction Corporation, or of the Trenton Street Railway Company, the Mercer County

Traction Company and the Trenton Hamilton and Ewing Traction Company, upon which six tickets for twenty-five cents are not sold to persons requesting to purchase the same.

4. That your honors may grant unto your orators a writ of preliminary injunction *pendente lite,* issuing out of and in accordance with the rules and practice of this honorable court, to be directed to the said Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, known and designated as the Board of Public Utility Commissioners, to restrain them and said board as an organized body, and its servants, employes and solicitor from continuing in force the said order of August 17th, 1915, directing your orator, The Trenton and Mercer County Traction Corporation, to suspend the alleged increase in the existing individual and special rate, and the change or alteration of the alleged existing classification as set forth in a letter to The Trenton and Mercer County Traction Corporation to the said Board of Public Utility Commissioners, dated August 13th, 1915; from enforcing the collection of the penalty of one hundred dollars per day if the said The Trenton and Mercer County Traction Corporation disobeys the said order of August 17th, 1915; from enforcing, or attempting to enforce, by *mandamus* or injunction, or by any other method, the performance of the commands of said order of August 17th, 1915, made on The Trenton and Mercer County Traction Corporation; from conducting the hearing on September 21st, 1915, on the question whether the said alleged increase is just and reasonable; and from assuming jurisdiction of said question against the protests of your orators.

5. That your honors may grant unto your orators a writ of preliminary injunction *pendente lite,* issuing out of and in accordance with the rules and practice of this honorable court, to be directed to the said "Inhabitants of the City of Trenton" and Frederick W. Donnelly, Mayor, to restrain them, and each of them, and their or his servants and employes, from revoking the licenses of all or any of the cars operated within the city of Trenton by your orator, The Trenton and Mercer County Traction Corporation, upon which six tickets for twenty-five cents are not sold to persons requesting to purchase the same, and from revoking the licenses of the cars of your orators other than The Trenton and Mercer County Traction Corporation, operated by The Trenton and Mercer County Traction Corporation, within the limits of the

city of Trenton, upon which six tickets for twenty-five cents are not sold to persons requesting to purchase the same; and from enforcing any order of revocation of the licenses of said cars by the arrest of the motormen or conductors of the said cars through the police department of the city of Trenton; or from using and employing any other means or method for stopping the operation of the cars of the said The Trenton and Mercer County Traction Corporation, or of the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, upon which six tickets for twenty-five cents are not sold to persons requesting to purchase the same.

6. That your honors may decree that the said order of said Board of Public Utility Commissioners of August 17th, 1915, is illegal, null and void, and that the said Board of Public Utility Commissioners has no jurisdiction whatsoever of the question as to whether the discontinuance by The Trenton and Mercer County Traction Corporation of the sale of six tickets for twenty-five cents is an increase, change or alteration in the rate of fare by The Trenton and Mercer County Traction Corporation, and whether the same is just and reasonable.

7. That your honors may decree that the ordinance passed by the city of Trenton and approved October 22d, 1909, is illegal and void and an impairment, abridgment and curtailment of the rights and privileges of your orators as granted by the statutes under which they and their predecessors were organized, and under the ordinances granted by the city of Trenton to your orators, the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, and their predecessors, and that your orator, The Trenton and Mercer County Traction Corporation, has the right to withdraw the sale of six tickets for twenty-five cents and charge and receive a straight fare of five cents for each passenger above the age of five years transported within the limits of the city of Trenton.

8. That your honors may grant to your orators such other relief in the premises as the nature and circumstances of the case may require and to your honors shall seem meet and agreeable to equity and good conscience.

9. And may it please your honors to grant unto your orators a writ of subpœna to be directed to the said Ralph W. E. Donges, John J. Treacy and John W. Slocum, constituting, being, desig-

nated and known as the Board of Public Utility Commissioners, and the "Inhabitants of the City of Trenton" and Frederick W. Donnelly, Mayor, thereby commanding them at a certain time and under a certain penalty therein to be limited, personally to appear before this honorable court, and then and there full, true, direct and perfect answer make to all and singular the premises and to stand, perform and abide by such order, direction and decree as may be made against them in the premises, as shall seem meet and agreeable to equity.

And your orators will ever pray, &c.

TRENTON AND MERCER COUNTY TRACTION CORPORATION,
By RANKIN JOHNSON,
President.

Trenton and Mercer County Traction Corporation.

Attest:
EDWARD M. HUNT,
Secretary.

MERCER COUNTY TRACTION COMPANY,
By JOHN A. RIGG,
President.

Mercer County Traction Company.

Attest:
T. W. GROOKETT, JR.,
Secretary.

TRENTON HAMILTON AND EWING
TRACTION COMPANY,
By JOHN A. RIGG,
President.

Trenton Hamilton and Ewing
Traction Company.

Attest:
T. W. GROOKETT, JR.,
Secretary.

TRENTON STREET RAILWAY COMPANY,
By JOHN A. RIGG,
President.

Trenton Street Railway
Company.

Attest:
T. W. GROOKETT, JR.,
Secretary.

EDWARD M. HUNT,
Solicitor for Complainants.

GEORGE W. MACPHERSON,
FRANK S. KATZENBACH, JR.,
Of Counsel with Complainants.

State of Pennsylvania,
City and County of Philadelphia. } ss.

John A. Rigg, being duly sworn according to law, on his oath deposes and says that he is the President of the Trenton Street Railway Company, Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, corporations created by and existing under and by virtue of the laws of the State of New Jersey; that the said Trenton Street Railway Company was formed by the merger and consolidation on June 28th, 1898, of the capital stock, franchises and property of the Trenton Passenger Railway Company, Consolidated, the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company and the Ewing Passenger Railway Company, under the acts of the Legislature of New Jersey, approved February 21st, 1888, and April 16th, 1891, as amended by a supplement thereto approved March 8th, 1893; that the said Trenton Street Railway Company operated the lines of street railway within the city of Trenton until the 15th day of October, 1910, when its lines of street railway were leased to the Trenton and Mercer County Traction Corporation; that at the same time the lines of the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company were also leased to the said Trenton and Mercer County Traction Corporation; that from the date of the formation of the Trenton Street Railway Company until September 15th, 1909, the said Trenton Street Railway Company voluntarily sold strip tickets at the rate of six tickets for twenty-five cents; that on September 15th, 1909, the sale of said tickets was discontinued on the cars of the Trenton Street Railway Company, and on September 17th, 1909, no tickets whatsoever were sold by the Trenton Street Railway Company to its patrons; that on September 23d, 1909, the Trenton Street Railway Company voluntarily resumed the sale of six tickets for twenty-five cents; that on October 19th, 1909, the common council of the city of Trenton passed an ordinance which was approved by the mayor on October 22d, 1909, a copy of which is hereto annexed and made a part hereof, which provided that the Trenton Street Railway Company

should at all times on all cars operated by it within the city of Trenton sell six tickets for twenty-five cents, each of which tickets should be good and valid in lieu of the single fare or toll which the said company was authorized to collect under the various ordinances granted to the said company or to its predecessors; that the said last-mentioned ordinance of October 22d, 1909, provided that in the event of the violation thereof the mayor of the city of Trenton was authorized and empowered to revoke the license of the car upon which the provisions of the ordinance were violated; that at the time of the passage of *said ordinance of October 22d, 1909, the city of Trenton claimed that it had the power to alter or amend the ordinances under which the Trenton Street Railway Company was operating said system, so as to compel the company to sell six tickets for twenty-five cents;* that the municipal authorities of the city of Trenton, *averring that the ordinances under which the lines of railway of the Trenton Street Railway Company had been constructed and operated reserved the right in the city of Trenton to alter or amend said ordinances whenever in the judgment of the common council of the city the public good so required; providing that no alteration or amendment thereto could be made without giving to the railway company affected thereby one month's written notice of such proposed alteration or amendment,* requested the Trenton Street Railway Company to waive the provisions of the ordinances relative to notice of alteration or amendment thereof; that upon the faith of such averment, believing the representation of the city authorities to be correct and true, the board of directors of the Trenton Street Railway Company passed a resolution, drafted and submitted by the counsel of the city of Trenton, waiving its rights to receive notice of the alteration or amendment of said ordinances; and furthermore, the said board of directors of the Trenton Street Railway Company, at the same time, and upon the same inducement and misstatement, passed a resolution authorizing the execution of an agreement to accept the provisions of the proposed ordinance with reference to strip tickets being sold on the cars operated by the Trenton Street Railway Company; that subsequent to said action of the board of directors of the Trenton Street Railway Company an examination of the ordinances referred to by the city of Trenton in the form of resolution presented by said

city disclosed that certain ordinances did not reserve the right to alter or amend the same; that no right to alter or amend was reserved by the city of Trenton in the following ordinances:

Ordinance, city of Trenton to the Trenton Passenger Railway Company, Consolidated, approved February twelfth, eighteen hundred and ninety-four.

Ordinance, city of Trenton to Mulberry Street Railway Company, approved October twenty-third, eighteen hundred and ninety-seven.

Ordinance, city of Trenton to Pennington Avenue Passenger Railway Company, approved December twenty-second, eighteen hundred and ninety-seven.

Ordinance, city of Trenton to Trenton Street Railway Company, approved February tenth, eighteen hundred and ninety-nine.

Ordinance, city of Trenton to Trenton Street Railway Company, approved February tenth, eighteen hundred and ninety-nine.

Ordinance, Ewing township to the Ewing Passenger Railway Company, passed March twenty-eighth, eighteen hundred and ninety-eight.

Ordinance, city of Trenton to Trenton Street Railway Company, passed over the mayor's veto December fifth, nineteen hundred and five.

Ordinance, city of Trenton to Mercer County Traction Company, approved October eleventh, nineteen hundred and one.

Ordinance, city of Trenton to Mercer County Traction Company, approved October eleventh, nineteen hundred and one.

Ordinance, city of Trenton to Mercer County Traction Company, approved January thirteenth, nineteen hundred and two.

Ordinance, city of Trenton to Mercer County Traction Company, passed June twenty-second, nineteen hundred and four.

And this deponent further says that by reason of the discovery of the misstatements which were contained in the recitals of the resolution submitted by the city of Trenton to the said Trenton Street Railway Company, and which misstatements had prompted the passage thereof, the said agreement was never executed by the Trenton Street Railway Company; that subsequently the board

of directors of the Trenton Street Railway Company rescinded the passage of the resolution which authorized the execution of said agreement by the Trenton Street Railway Company; that true copies of the resolution submitted by the city of Trenton and of the resolution passed by the board of directors of the Trenton Street Railway Company rescinding the same are hereto annexed.

And this deponent further says that the Trenton Street Railway Company received no consideration, in money or in any other form, from the city of Trenton at the time of the enactment of the said ordinance approved October 22d, 1909.

And this deponent further says that the Trenton Street Railway Company always claimed that the city of Trenton had no right to alter or amend the ordinances granted to the said Trenton Street Railway Company or to its predecessors, so as to in any way lessen the amount which the said Trenton Street Railway Company had the right to charge for the transportation of passengers over its system of street railways, under the laws of the State of New Jersey under which it was formed, and under the ordinances granted by the city of Trenton to it and to its predecessors.

And this deponent further says that he is informed by the Trenton and Mercer County Traction Corporation, and believes, that if said corporation were under compulsion to continue the sale of six tickets for twenty-five cents, it would produce a condition which would affect the ability of the Trenton and Mercer County Traction Corporation, the lessee of said system, to perform the covenants of said lease and of the leases of the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company; that the said lessor companies might be compelled to take over and operate the lines of street railway owing to the inability of the Trenton and Mercer County Traction Corporation to meet its obligations under the said leases; that the inability of the Trenton and Mercer County Traction Corporation to fulfill its obligations would deprive the said lessor companies of their property rights in said leases, and of the benefits and advantages accruing to the lessors by reason of said leases, and would also deprive the lessor companies of the guaranty and assurance on the part of the Trenton and Mercer County Traction Corporation of the performance of the obligations and duties under the respective char-

ters of the lessor companies to the public, including the expenditure of the sums necessary for the maintenance of roadbed and rolling stock, the paving required by the city of Trenton and the furnishing of adequate and sufficient service for the public of the city of Trenton.

JOHN A. RIGG.

Sworn and subscribed before me,
a Notary Public in and for the State
of New Jersey, at Philadelphia, this
8th day of September, A. D. 1915.

SACKETT M. DICKINSON,
M. C. C. of N. J.

STATE OF NEW JERSEY, }
COUNTY OF MERCER. } *ss.*

Rankin Johnson, being duly sworn according to law, on his oath deposes and says, that he is the President of the Trenton and Mercer County Traction Corporation, a corporation created by and existing under and by virtue of the laws of the State of New Jersey; that the said Trenton and Mercer County Traction Corporation is the lessee of the lines of street railway in the city of Trenton of the Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company, corporations severally organized and existing under and by virtue of the laws of the State of New Jersey; that the Inhabitants of the City of Trenton is a municipal corporation; that Frederick W. Donnelly is the mayor of the city of Trenton; that Ralph W. E. Donges, John J. Treacy and John W. Slocum, constitute a board known as the Board of Public Utility Commissioners, created under an act of the Legislature of New Jersey, approved April 21st, 1911, and entitled "An act to create a board of public utility commissioners and to prescribe its duties and powers."

And this deponent further says that he has read the foregoing bill of complaint and that the matters and things therein stated are true, except such matters as are stated upon information and belief, and that as to these matters he believes the statements contained in the said bill of complaint are true.

And this deponent further says that true copies are annexed to said bill of complaint of the leases made by the Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company to the said Trenton and Mercer County Traction Corporation; that said leases were approved by the said Board of Public Utility Commissioners; that under said leases the Trenton and Mercer County Traction Corporation has since the 15th day of October, 1910, operated and maintained the lines of street railway within the limits of the city of Trenton owned by the said Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company; that the said Trenton and Mercer County Traction Company claims the

right to exercise all the rights, powers, privileges and franchises in the operation of said lines of street railway, granted to the said Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton Street Railway Company under the laws of the State of New Jersey, and the ordinances particularly set forth in the foregoing bill of complaint, and which rights, powers, privileges and franchises were exercised by the lessor companies above mentioned prior to the said leases to the Trenton and Mercer County Traction Corporation.

And this deponent further says that he has been advised and believes that the various rates of fare authorized to be demanded and received for the conveying of passengers on the lines of the Trenton Street Railway Company and its various predecessors, and on the lines of the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, and under the several ordinances granted to the Trenton Street Railway Company and to its predecessors, and to the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, are correctly stated and set forth in the foregoing bill of complaint; that the provisions of the charters of the city of Trenton, the borough of Chambersburg and the borough of Wilbur set forth in the foregoing bill of complaint are correct, and that the agreements and contracts relating to the rate of fare made by and between the municipalities above mentioned and the Trenton Street Railway Company and its predecessors, and the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, are correctly stated and set forth in the said bill of complaint; that none of said charters, laws, ordinances, contracts or agreements made the rate of fare to be charged and received for the transportation of a passenger over the age of five years within the limits of the city of Trenton at a less sum that five cents.

And this deponent further says that the leases of the Trenton and Mercer County Traction Corporation provide for the payment of the interest upon the bonded indebtedness of said lines of street railway; that this deponent has ascertained the amounts of the various issues of bonds upon the properties of the companies above mentioned whose lines of street railway are leased to the Trenton

and Mercer County Traction Corporation; that this deponent has also familiarized himself with the amounts of capital stock issued by each of the said companies; that the bonds outstanding secured by mortgages upon the property of the Trenton Street Railway Company, the Mercer County Traction Company, the Trenton Hamilton and Ewing Traction Company and the Trenton and Mercer County Traction Corporation are as follows:

(*a*) An issue of first mortgage 6 per cent. gold bonds made by the Trenton Passenger Railway Company, Consolidated, dated September 30th, 1891, in the amount of $1,000,000, secured by a mortgage to the Central Trust Company of New York City, of which there are now issued and outstanding bonds to the amount of $910,000.00.

(*b*) An issue of Consolidated Mortgage 5 per cent. gold bonds, dated June 30th, 1898, made by the Trenton Street Railway Company, to the amount of $2,000,000, of which $1,000,000 were reserved to refund the $1,000,000 of the said bonds issued by the said Trenton Passenger Railway Company, Consolidated; that the amount of said bonds now outstanding is $1,090,000, secured by a mortgage to the Girard Life Insurance, Annuity and Trust Company of Philadelphia, as trustee.

(*c*) An issue of general mortgage 6 per cent. gold bonds, dated June 1st, 1911, to the amount of $500,000, secured by a mortgage made by the Trenton Street Railway Company to the Bankers Trust Company, as trustee; that all of said bonds are issued and outstanding.

(*d*) An issue of first mortgage 5 per cent. 40-year gold bonds, dated July 1st, 1904, made by the Mercer County Traction Company to the amount of $300,000 and secured by a mortgage to the Real Estate Title Insurance and Trust Company of Philadelphia, as trustee; that all of said bonds are issued and outstanding.

(*e*) An issue of first mortgage 5 per cent. 50-year gold bonds, dated November 1st, 1905, made by the Trenton Hamilton and Ewing Traction Company and secured by a mortgage of the same date to the Real Estate Title Insurance and Trust Company of Philadelphia, as trustee, to the amount of $500,000, of which there are issued and outstanding bonds to the amount of $350,000, and of which a further issue of $110,000 has been approved by the Board of Public Utility Commissioners and will shortly be issued.

(*f*) An issue of equipment notes, now outstanding, amounting to the sum of $68,000, made by the Trenton and Mercer County Traction Corporation.

And this deponent further says that the following amounts of capital stock are issued and outstanding:

(1) Capital stock of the Trenton Street Railway Company to the amount of $1,000,000.

(2) Capital stock of the Mercer County Traction Company to the amount of $100,000.

(3) Capital stock of the Trenton Hamilton and Ewing Traction Company to the amount of $200,000.

(4) Capital stock of the Trenton and Mercer County Traction Corporation to the amount of $300,000, of which $150,000 is preferred and $150,000 is common capital stock.

And this deponent further says that the money realized from the said issues of bonds and capital stock has been spent upon the construction, maintenance and improvement of the lines of street railway now under lease to the Trenton and Mercer County Traction Corporation, in reliance upon the laws, ordinances and agreements by which the Trenton and Mercer County Traction Corporation, as lessee of the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton Hamilton and Ewing Traction Company, as lessors, had the right, power and authority to charge and receive for the transportation of each passenger over the age of five years within the limits of the city of Trenton the sum of five cents.

And this deponent further says that he has been informed and believes that the Trenton Passenger Railway Company, Consolidated, sold upon request of its patrons books of tickets containing 150 tickets for the sum of five dollars; that the sale of said books of tickets was discontinued in the early part of the year 1898; that when the Trenton and Mercer County Traction Corporation entered upon the control and operation of its said leased lines of railway, it found that the patrons of said lines of railway were extended the privilege of purchasing upon request six tickets for twenty-five cents; that this privilege was continued by the Trenton and Mercer County Traction Corporation; that upon taking over the operation of said lines of railway the said Trenton and Mercer County Traction Corporation was obliged to expend large sums of money in the purchase of double-truck cars to replace the

single-truck cars, in overhauling the equipment and doubling the capacity of electric current at the power house, in constructing a retaining wall at the power house to prevent the interruption of the street railway service by high water, in renewing the wires for the flow and distribution of electricity, in welding rail joints, in repairing track and constructing new track; that since October 15th, 1910, the Trenton and Mercer County Traction Corporation has expended over $800,000 in the making of these improvements.

And this deponent further says that during the year just passed the gross receipts of the Trenton and Mercer County Traction Corporation have declined, due to poor business conditions, competition of jitneys and the use of automobiles by former patrons; that the cost of operation of said lines of street railway has been increased by advancing the wages of employes, by increases in the cost of materials and supplies necessary for the operation and maintenance, by the cost of paving and repaving the streets of the city of Trenton, and by increase of taxes paid to the federal, state and city governments; that for this reason the said Trenton and Mercer County Traction Corporation resolved and determined to discontinue the said privilege offered to its patrons of purchasing six tickets for twenty-five cents and to insist upon the right of its lessors, and upon its right as lessee, to exact, receive and collect a fare of five cents for each passenger over five years of age transported over said lines of railway within the limits of the city of Trenton, in accordance with the provisions of the laws, charters, ordinances and contracts hereinbefore referred to and also referred to particularly in the said bill of complaint; that the Trenton and Mercer County Traction Corporation on August 13th, 1915, published in the newspapers of Trenton a notice to the effect that on August 20th, 1915, the sale of six tickets for twenty-five cents would be discontinued; that on the same day the Trenton and Mercer County Traction Corporation wrote a letter to the Board of Public Utility Commissioners to the effect that it believed it had the right to charge five cents for each passenger above the age of five years, and that it would withdraw the privilege to its patrons of purchasing six tickets for twenty-five cents; that the Trenton and Mercer County Traction Corporation did not consider that the withdrawal of said privilege was any change in the rate of fare; that said letter also referred to an ordinance passed by the common council of the city of Trenton and approved

by the mayor on October 22d, 1909, which required the Trenton Street Railway Company to sell on all cars operated by it six tickets for twenty-five cents; that said letter further stated that if the city of Trenton contested the discontinuance of said sale of tickets under the provisions of said ordinance, the Trenton and Mercer County Traction Corporation would ask for an adjudication of the question in the courts; that this deponent is informed that the Board of Public Utility Commissioners on the same day wrote a letter to the city of Trenton referring to the letter received by the said Board of Public Utility Commissioners; that the said Board of Public Utility Commissioners also wrote to the Trenton and Mercer County Traction Corporation, asking for the date of the proposed discontinuance; that said company replied that it proposed to discontinue the sale on August 20th, 1915.

And this deponent is informed and believes that the city of Trenton, through its counsel, on August 17th, 1915, appeared before the Board of Public Utility Commissioners and filed a complaint against the proposed discontinuance of the sale of said tickets; that thereupon the Board of Public Utility Commissioners, without notice to the Trenton and Mercer County Traction Corporation, or to the Trenton Street Railway Company, the Mercer County Traction Company or the Trenton Hamilton and Ewing Traction Company, and without an opportunity for any of said companies to be heard, made an order suspending what it termed a proposed increase in the existing individual and special rate and the change and alteration of the existing classification until November 16th, 1915, unless said board should prior thereto determine that the alleged increase was just and reasonable and approve the same.

And this deponent further says that a copy of the said order of August 17th, 1915, was received on August 18th, 1915, by the Trenton and Mercer County Traction Corporation; that no notice of said action and no opportunity to be heard was afforded the Trenton and Mercer County Traction Corporation, or the lessor companies above named; that this deponent has been advised that said action of the Board of Public Utility Commissioners was illegal and contrary to the provisions of the act under which said board was created and its duties defined.

And this deponent further says that the sale or omission to sell tickets in strips of six for twenty-five cents each, as this deponent

believes, is within the option of said Trenton and Mercer County Traction Corporation, and that the withdrawal of said accommodation to its patrons was within its clear and indisputable rights; that said right to charge and receive five cents for the transportation of each passenger over the age of five years within the limits of the city of Trenton is a contractual right, and that the said Board of Public Utility Commissioners can have no jurisdiction of said question; that any attempt on the part of said Board of Public Utility Commissioners to assume jurisdiction thereof is an impairment of the contractual rights of the lessor companies above mentioned and of the lessee company above mentioned, and is in violation and contravention of the tenth article of section one of the constitution of the United States of America; that said order of August 17th, 1915, made by the Board of Public Utility Commissioners is an impairment of the contractual rights of the companies above mentioned, in violation of said tenth article of section one of the constitution of the United States of America; that the making of said order of August 17th, 1915, has deprived the Trenton and Mercer County Traction Corporation and its lessors of property without due process of law and that said companies have been denied the equal protection of the laws, and that the said action is a taking, confiscatory in its nature, of the property of the said companies for public use without compensation and without due process of law, contrary to the constitutions of the United States of America and the State of New Jersey.

And this deponent further says that the right to charge and receive a fare of five cents for the transportation of each passenger over five years of age within the limits of the city of Trenton, as compared with the sale of strip tickets at the rate of six tickets for twenty-five cents, is a valuable right, and is worth to the Trenton and Mercer County Traction Corporation, as lessee, and if said leases be abrogated for any reason to the lessor companies, at least the sum of one hundred thousand dollars annually, under the usual and ordinary conditions of business; that during the year ending August 19th, 1915, 14,208,036 strip tickets were sold in the city of Trenton; that if the Trenton and Mercer County Traction Corporation had received a straight five cent fare for each passenger the amount received would have been $118,400.30 in excess of the amount it did receive from the sale

of said tickets; that the making of the order of August 17th, 1915, has resulted in the loss to the Trenton and Mercer County Traction Corporation between August 20th and August 30th, 1915, of upwards of $3,000; that on August 20th, 1915, 5,323 strips of tickets were sold; on August 21st, 8,209 strips of tickets; on August 22d, 6,102 strips of tickets; on August 23d, 6,338 strips of tickets; on August 24th, 5,302 strips of tickets; on August 25th, 6,274 strips of tickets; on August 26th, 5,722 strips of tickets; on August 27th, 5,521 strips of tickets; on August 28th, 8,421 strips of tickets; on August 29th, 4,106 strips of tickets; that the aforesaid made a total of 61,328 strips of tickets upon which the loss was five cents per strip, or $3,066.40; that a loss resulting from a continuance of said order for a period of three months or until November 16th, 1915, will be $26,670, approximately; that in the opinion of this deponent the abrogation by the said Board of Public Utility Commissioners of the right to charge and receive a straight fare of five cents would result in the annual loss of approximately $100,000; that no public or private agency is obliged or bound to pay said losses to the Trenton and Mercer County Traction Corporation, and that the said company is being irreparably injured by the continuance of said order, and will be irreparably injured by the assumption of jurisdiction by the Board of Public Utility Commissioners over it for the purpose of determining the rights of the Trenton and Mercer County Traction Corporation and its lessors to charge and receive a straight fare of five cents for all passengers above the age of five years and to order the sale of six tickets for twenty-five cents.

And this deponent further says that he has been advised that the penalty for the disobedience of the order of the Board of Public Utility Commissioners is one hundred dollars per day, and that if disobeyed the Trenton and Mercer County Traction Corporation can be adjudged guilty of a misdemeanor.

And this deponent further says that the enforcement of the said order of August 17th, 1915, and the making of a permanent order of like character, would produce a condition which would very much affect the ability of the Trenton and Mercer County Traction Corporation to perform the covenants of its lease and would entail a serious loss upon its security holders and the stockholders.

And this deponent further says that he is informed and believes that the Honorable Frederick W. Donnelly, mayor of the city of Trenton, has threatened to revoke the license of any car operated by the Trenton and Mercer County Traction Corporation upon which it refuses to sell six tickets for twenty-five cents; that at the present time there are no cars on said lines of railway being operated by the Trenton Street Railway Company, the Trenton Hamilton and Ewing Traction Company or the Mercer County Traction Company; that the said Mayor has threatened to call to his aid in revoking said licenses the police department of the city of Trenton, and have arrested the motormen and conductors of said cars if they operate the same; that said cars are necessary for the transportation of passengers, and that any revocation of the licenses of same or all of said cars by which the Trenton and Mercer County Traction Corporation would be unable to use the same would be an irreparable injury to said company, and would result in the inconvenience and annoyance of the travelling public.

And this deponent further says that the said Trenton and Mercer County Traction Corporation is now engaged in the operation of upwards of thirty-four miles of street railway in the city of Trenton; that in such operation it has in use upwards of one hundred cars, which are propelled by electricity, and has in its employ in such operation upwards of two hundred and sixty-nine men as motormen and conductors; that it carries an average of 49,000 passengers per day over the lines operated by it; that it is obliged to carry such passengers as may offer themselves for carriage; that it will be subjected to innumerable demands on the part of the travelling public to sell to such persons as may make such demands tickets in accordance with the provisions of said ordinance approved October 22d, 1909; that upon refusal to sell the same the said Trenton and Mercer County Traction Corporation may be subjected to numerous actions at law by persons so refused, and to annoyance, litigation and loss by reason thereof; that said action upon the part of the persons refused tickets, and the threatened action of the mayor of the city of Trenton, would put the Trenton and Mercer County Traction Corporation to great loss, damage, hinderance and annoyance in the transaction of its business.

And this deponent further says that he has been advised that the said ordinance of October 22d, 1909, is illegal and void and is an impairment of the obligation or the contract or contracts embodied in the laws, charters, ordinances and agreements hereinbefore mentioned and is in contravention of section ten of article one of the Constitution of the United States of America.

RANKIN JOHNSON.

Sworn and subscribed before me
this 7th day of September, A. D.
1915, at Trenton, N. J.

SACKETT M. DICKINSON,
M. C. C. of N. J.

EXHIBIT C 1.

An Act to Incorporate the Trenton Horse Railroad Company.

1. Be it enacted *by the Senate and General Assembly of the State of New Jersey,* That Timothy Field, Robert Aitken, William M. Force, Lewis Perrine, Thomas P. Johnston, Jonathan S. Fish, Charles Moore, Joseph Whitaker and James T. Sherman, and such other persons as may be hereafter associated with them, shall be, and they are hereby ordained, constituted and declared a body politic and corporate, in fact and in law, by the name of the "Trenton Horse Railroad Company," and shall be capable of purchasing, holding and conveying any lands, tenements, goods and chattels necessary or proper for the object of the said corporation.

2. And be it enacted, That the amount of the capital stock of said corporation shall be thirty thousand dollars, with privilege to increase the same to one hundred thousand dollars, and shall be divided into shares of twenty-five dollars each, which shall be deemed personal property, and transferable, in such manner as the said corporation shall by their by-laws direct.

3. And be it enacted, That the above named persons, or a majority of them, shall be commissioners to open books to receive subscriptions to the capital stock of said corporation, at such time or times and place or places, as they, or a majority of them, may think proper, giving at least twenty days' notice of the same in two of the newspapers published in the city of Trenton, and that at the time of subscribing, ten per centum shall be paid for each share subscribed for to the commissioners, or some one of them; and as soon as twenty thousand dollars of the capital stock shall be subscribed, such commissioners shall give like notice for a meeting of the stockholders, to choose eleven directors, a majority of whom shall be residents of this state; and such election shall be made at the time and place appointed, by such of the stockholders as shall attend for that purpose, either in person or by proxy, each share of the capital stock entitling the holder thereof to one vote; and the said above named persons, or any three of them, shall be inspectors of the first election of directors of the said corporation, and shall certify under their hands, the names of those persons duly

elected, and deliver over the subscription books and money paid in, deducting all expenses previously incurred, to the said directors; and the time and place of holding the first meeting of said directors shall be fixed by the said persons named in the first section of this act, or a majority of them, and the directors chosen at such meeting, or at the annual election of said corporation, shall, as soon as may be after every election, choose out of their own number a president, who shall be a resident of this state; and in case of the death, resignation or removal of the president, or any director, such vacancy or vacancies may be filled for the remainder of the year in which they may happen, by the said board of directors, or a majority of them; and in case of the absence of the president, the said board of directors, or a majority of them, may appoint a president pro tempore, who shall have such power and functions as the by-laws of the said corporation shall provide.

4. And be it enacted, That in case it shall happen that an election of directors should not be made during the day, when, pursuant to this act, it ought to be made, the said corporation shall not for that cause be deemed to be dissolved, but such election may be held at any other time in the manner provided by law in such cases, and the directors for the time being shall continue to hold their office until others shall have been chosen in their places.

5. And be it enacted, That six directors of the said corporation shall be competent to transact all business of said corporation, and shall have power to call in the capital stock of said company, by such instalments and at such times as they may direct, and in case of the non-payment of said instalments, or any of them, to forfeit the share or shares upon which such default shall arise, and to make and prescribe such by-laws, rules and regulations as to them shall appear needful and proper touching the management and regulation of the stock, property, estate and effects of the said corporation, and also shall have power to appoint such officers, clerks and servants, as to them shall seem meet, and to establish and fix such salaries to them, and also to the President, as to the said board shall appear proper.

6. And be it enacted, That the said corporation shall have power and authority to construct a railroad, with necessary turnouts, through Clinton and State streets, from the northeasterly to the westerly limits of the city of Trenton, with a branch or branches to the railroad depot or depots as the same now or here-

after may be, and such other branches in the streets of said city as may be deemed necessary; provided, the said railroad shall not be constructed through any of said streets without the consent of the common council of the city of Trenton being first had and obtained by an ordinance of the common council; and provided further, that in crossing the railroad of "The Camden and Amboy Railroad and Transportation Company," the said railroad hereby authorized to be constructed shall be made at such intersections, on the level of that railroad, and the cuts in the rails thereof, and the crossings and connections, shall be made in the best and most approved manner, and so as not materially to interfere with or obstruct the travel thereon.

7. And be it enacted, That the rails used by the said company shall be of the pattern and shape now used by the Fifth and Sixth Street Passenger Railroad Company of the city of Philadelphia; that the track shall be of the same width as the wagon track now established by law, and said track and rails shall in all cases be laid level with the surface or face of the streets through which the same may pass, and in conformity with the grades of said streets, as the same now are or hereafter may be established by the common council, so that said railroad shall not present any obstruction to or in any way interfere with wagons or vehicles turning in or crossing said street.

8. And be it enacted, That the said company shall at all times maintain and keep in good repair from gutter to gutter the street through which said road may pass, and that no damages or other compensation shall be demanded or recovered from said company for the use of said streets or the right of way through the same either by the city or the landowners along said streets, other than the maintenance and repair of said streets as aforesaid; provided, that the said company shall be liable, as in other cases, for all damages done by them to private property.

9. And be it enacted, That the said company may purchase, have and hold real estate at the commencement and termini of their railroad, and at any other place or places in the city of Trenton, not exceeding two acres at each place, or five acres in the aggregate, and may erect and build thereon houses, warehouses, stables, machine shops, and such other buildings and improvements as they may deem expedient for the safety of property and the construction of carriages and other necessary uses, and take and receive the rents, profits and emoluments thereof.

10. And be it enacted, That the president and directors of the said corporation shall declare and make such dividends as they may deem prudent and proper, from time to time, out of the net profits of the said railroad.

11. And be it enacted, That the president and directors of said corporation shall have power to have constructed, or to purchase with the funds of said corporation, all such machinery, horses, cars, wagons, carriages, or other vehicles for the transportation of persons or any species of property on railroads as they may think fit, reasonable, expedient or right; but no steam power shall be used as a motive or propelling power on said railroad; and they are hereby authorized to demand and receive such sum or sums of money for the transportation of persons or property thereon as they, from time to time, may think reasonable and proper; provided, that not more than five cents shall be demanded or received for conveying any person from any one point to another on said road.

12. And be it enacted, That if any person shall willfully impair, injure, destroy or obstruct the use of said railroad, or any of its necessary works, carriages or machines, such person so offending shall forfeit and pay to the said company the sum of fifty dollars, to be by them recovered in any court having competent jurisdiction, in an action of debt, and further shall be liable for all damages.

13. And be it enacted, That the said corporation shall have power to borrow such sum or sums of money, from time to time, as shall be necessary to build, construct, repair or equip said road, and to secure the payment thereof by bond or mortgage or otherwise on the said road, lands, privileges, franchises and appurtenances of or belonging to said corporation, at a rate of interest not exceeding seven per centum per annum; provided, that it shall not be lawful for the said company to plead any statute or statutes of this state against usury in any suit in law or equity, instituted to enforce the payment of any bond or mortgage executed under this section.

14. And be it enacted, That if the said railroad shall not be commenced within three years, and be completed at the expiration of five years, from the fourth day of July next ensuing, that then, and in that case, this act shall be void.

Approved March 9, 1859.

EXHIBIT C 2.

A Supplement to an act entitled "An act to incorporate the Trenton Horse Railroad Company," approved March ninth, eighteen hundred and fifty-nine.

1. BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey,* That the sixth, seventh and eighth sections of the act to which this is a supplement be and the same are hereby repealed.

2. And be it enacted, That the said corporation shall have power and authority to construct a railroad, with the necessary turnouts, through Clinton and State streets, from the northeasterly to the westerly limits of the city of Trenton, with a branch or branches to the railroad depot or depots, as the same now are or hereafter may be located, and such other branches in the streets of said city as may be deemed necessary; said railroad and the branches aforesaid to be constructed from time to time and in such portions or sections as the said corporation shall deem expedient; provided, that said railroad, or the branches thereof, shall not be constructed through any of said streets without the consent of the common council of the city of Trenton aforesaid being first had and obtained, by an ordinance of the common council; and provided further, that said railroad shall be so constructed as to interfere as little as conveniently may be with the streets in which it shall be laid.

3. And be it enacted, That there shall be but seven directors of said corporation, instead of eleven as mentioned in said original act, and that seven directors shall have all the powers and perform all the functions conferred or made incumbent upon the said eleven directors; that of said seven directors four shall be a quorum and be competent to do, perform and discharge all the duties, offices and acts required of or authorized to be done by the quorum of six directors mentioned in the act to which this is a supplement.

4. And be it enacted, That such parts of the said act to which this is a supplement, and such parts of the supplements thereto heretofore enacted, as in anywise conflict with the provisions hereof, be and the same are hereby repealed.

5. And be it enacted, That this act shall take effect immediately.

Approved March 21, 1863.

EXHIBIT C 3.

An Ordinance to authorize the Trenton Horse Railroad Company to construct their road or track through the streets of the city of Trenton.

Passed July 28th, 1863.

BE IT ORDAINED AND ENACTED *by the Inhabitants of the City of Trenton, in Common Council assembled, and it is hereby enacted by the authority of the same:*

1. That the Trenton Horse Railroad Company be and they are hereby empowered and authorized to construct a railroad, with the necessary turnouts, through Clinton street and State street, from the northeasterly to the westerly limits of the city of Trenton, and from the feeder bridge in Warren street, down Warren to Ferry street; *provided,* that the said railroad and branches shall be constructed, as far as practicable, in the middle of said street, from time to time, and in such portions or sections as the said street committee and company may deem expedient; but should it be impossible or inconvenient for the said company to construct the said road or track in the middle of said streets, or should such construction interfere with the free and proper enjoyment of the public travel, then the said road or track shall be laid, under the direction and superintendence of the street committee, with the approval of common council, in such location in said streets as the said street committee shall designate.

2. That the rails of the said track shall be, in all cases, laid level with the surface or face of the streets through which the same may pass, and in conformity with the grades of the said streets, as the same are now or hereafter may be established, and if the common council shall hereafter alter the grade of any street through which the said railroad may pass, then the said company shall take up and relay their said track to conform to the said grade at their own cost and expense, and that the said track shall be five (5) feet and two (2) inches gauge, of the best and most approved pattern and description for the city railways, and be approved of before being laid by the said street committee; shall be such as to present the least obstruction in every respect to ordinary wagon travel, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

3. That the said company shall pave with good boulders, wherever the streets are now paved, or whenever council may order said street or streets to be paved, and, at their own cost and charge, maintain and keep in good repair that part of the said streets of the said city used and occupied by them for their said track or road, and included between the same, and also on each side thereof for the distance of three feet, and to put in repair such further distance as the said streets may be put out of repair at any time by reason of their said track or road; and all streets which may require grading preparatory to the laying of the said track, shall be graded by or at the expense of the said company to the same extent as above mentioned, and afterwards kept in proper repair by them as above directed, but all such work shall be done under the direction of the said street committee; and that the said company, in laying and maintaining their said road, shall not interfere with the crossing of the streets of the said city any further than may be necessary, and that whenever any of the said crossings shall be interfered with, all such portions thereof lying within the said track, and three feet beyond each side of the same, shall be maintained and kept in proper repair by the said company.

4. That no privilege or franchise hereby given to the said the Trenton Horse Railroad Company shall, in anywise, interfere with or obstruct the Trenton Gas Light Company, or the waterworks of the city of Trenton, in the full and free enjoyment of the rights and franchises heretofore conferred upon them by law; and that the said the Trenton Gas Light Company and the waterworks of the said city shall still have, use and exercise the right to dig in any of the streets of the said city, to lay and repair their pipes in the manner now prescribed, and used and exercised by them; and the city of Trenton shall have full and entire power to use all or any portion of the said streets through which the said track may pass, for the purpose of making sewers, culverts, drains, or any other alteration or improvement that may from time to time be necessary; and whenever the said railway shall be torn up or interfered with for the purposes aforesaid, either by the said the Trenton Gas Light Company or the said City Water Works of Trenton, the said railroad company shall relay their said track at their own cost and expense; *provided,* that on the occasion of using the said streets for the purposes as above mentioned in this section, no unnecessary delay shall be made or caused in any manner that

shall work prejudicially to the interests of the said railroad company.

5. That whenever it may be found necessary to lay iron plates, stones or other materials across any gutters along the line of the said railroad, the same shall be laid by and at the expense of the said company, from curbstone to curbstone, under the direction and superintendence of the said street committee; and the said company shall be required to keep the said gutters at all times open and free from all obstructions, whether from dirt, ice or from any other cause.

6. That the said railroad company shall not, in clearing off the snow from their said track, throw the same on either side thereof, in such a manner as to obstruct the passageway for carts and vehicles; and they shall remove gravel, dirt, materials or other obstructions placed by them in any street within twenty-four (24) hours after notice shall have been given to any officer of the said company by the said street committee so to do.

7. That the said road or track shall be laid as speedily as the same conveniently may be, so as to interfere as little as possible with the travel on the said streets; and that the said company shall be liable for all damages done by them unnecessarily, or by carelessness, to private property, in laying and maintaining their said road, and in running their cars upon the same.

8. That no motive power, other than horse or mule power, shall be used on said railway.

9. That no cars shall be run upon the said railway on Sunday, except at such time as the common council may, by ordinance or resolution, prescribe.

10. That bells of proper size and tone, to notify foot passengers and others passing in or across the streets in which said railway may be laid, of the approach of the cars, shall be attached to the horses drawing each car.

11. That the running speed of the cars of the said company shall not be a greater rate than six (6) miles an hour; and the fare for any distance within the city limits shall not exceed five (5) cents for each passenger.

12. That for each and every violation of any of the foregoing provisions of this ordinance the said company shall pay a penalty of fifty dollars ($50), and for every continual violation thereof, after notice from the said street committee, the penalty shall be

fifty dollars ($50) for each and every day the violation continues; and the said street committee shall have authority, when directed by the common council, to stop the running of all cars upon the said railway, if the said company shall refuse to pay the penalties as provided by this section.

13. That the said common council hereby reserves to itself the power of altering or amending this ordinance, at any future time, whenever it shall become necessary for the public good so to do.

14. That nothing in this ordinance contained shall be deemed, construed or held, in any way, to impair the right of the common council to grant to any other company the right to lay and use a track or railway in any of the streets of the said city of Trenton.

15. That so soon as eight per cent. dividend shall be divided among the stockholders, the said company shall pay an annual tax or license to the city of twenty dollars ($20) for each car run on said railroad; said tax to be payable at the office of the city treasurer on the first day of January in each year.

16. That if the said company should neglect to run cars upon their road, for the accommodation of the public, for the period of three consecutive months, the common council shall have the right to rent the said railroad to any other person or persons, company or companies, who will be willing to run cars on the same, and to cause the said rent to be paid to the city treasurer for the use of the city; or if the common council should be unable to rent the said railroad, or to cause the said company to place cars on the same, for three months after the same shall have been abandoned as aforesaid by the said company, then the common council shall have the right to cause the said railroad to be removed from the streets or highways of the city, and to sell or dispose of the materials thereof; and, after paying all expenses of such removal and sale, and of repairing said streets or highways, pay the balance, if any, to the legal representatives of the said company.

17. That the said railroad company shall file in the office of the city clerk a written acceptance, duly executed by their president, of the provisions of this ordinance, under their corporate seal; and a failure to file such written acceptance within sixty days after the passage of this ordinance shall be taken and deemed to be a refusal so to do on the part of said company, and thereupon all rights and privileges to them hereby granted shall forever cease and be at an end.

18. That this ordinance shall take effect immediately.

EXHIBIT C 4.

Supplement.

Passed September 4th, 1883.

The Inhabitants of the City of Trenton do ordain:

1. That the Trenton Horse Railroad Company be and they are hereby empowered and authorized to construct a double-track railroad in lieu of their present track, from the Clinton street station of the Pennsylvania railroad to their western termination; and that the work shall be done from time to time and in such sections or portions as the street committee of the common council of the city of Trenton and the said company may deem expedient; and that the tracks of the said railroad shall be laid according to the grades given therefor by the city surveyor.

2. That the said company shall, after every fall of snow, within six hours from the cessation thereof, cause the snow to be cleared off from those parts of the street between the rails and between the two tracks, and within three feet beyond the outer rails of each track, to be carted away and dumped in some suitable place or places; and for each and every violation of the requirements of this section, the said company shall be liable to a fine of one hundred dollars.

3. That one year after the completion of said road for travel, the said company shall pay an annual tax or license to the city of ten dollars ($10) for each passenger car run on said railroad; said tax to be payable at the office of the city treasurer on the first day of January in each year.

4. That this ordinance shall not take effect until the said Trenton Horse Railroad Company shall have filed in the office of the city clerk a written acceptance hereof, and also of the supplement to their said ordinance, passed December fifth, A. D. one thousand eight hundred and seventy-six, duly executed under their corporate seal.

5. That the said the Trenton Horse Railroad Company shall pay for advertising this ordinance according to law; and this ordinance shall not go into effect until payment for said advertising shall have been made by said company.

6. That all ordinances or parts of ordinances inconsistent with the provisions of this ordinance be and the same are hereby repealed.

EXHIBIT C 5.

An Ordinance to authorize the Trenton Horse Railroad Company to build a horse railroad in Chambersburg.

Passed February 1st, 1886.

The Mayor and Common Council of the Borough of Chambersburg do ordain as follows:

1. That the Trenton Horse Railroad Company be and they are hereby authorized and empowered to construct a single or double-track railroad, with the necessary turnouts and turntables, from the Clinton avenue bridge across the Assanpink creek through Clinton street, in Chambersburg, to the southerly limits of the borough of Chambersburg, and to connect with a railroad on Clinton avenue, Trenton; *provided,* that the said railroad and branches shall be constructed, as far as practicable, in the middle of said street, from time to time, and in such portions or sections as said company and the street committee may deem expedient; but should it be impossible or inconvenient for the said company to construct the said road or track in the middle of the said street, or should such construction interfere with the free and proper enjoyment of the public travel, then the said track shall be laid under the direction and superintendence of the street committee, with the approval of the common council, in such location in said street as the said street committee shall designate.

2. That the rails of the said track shall be in all cases laid level with the surface or face of the street, and in conformity with the established grade of the said street as the same is now or may hereafter be established; and if the common council shall hereafter alter the grade of the street, then the said company shall take up and relay the said track to conform to the said grade, at their own cost and expense, and that the said track shall be five (5) feet

and two (2) inches gauge, after the best and most approved rail for city railways, weighing not less than thirty-five pounds to the yard, twenty-four feet long, uniform with the track of said company, and be approved of by the said street committee before being laid; shall be such as to present the least obstruction in every respect to ordinary wagon traffic, and calculated and laid to facilitate as much as practicable the use thereof by ordinary wagons and vehicles.

3. That the said company shall pave, at their own cost and charge, maintain and keep in good repair, that part of said street occupied by them for their said track or road and included between the tracks, and also that part of said street on each side of said railroad track for the distance of three feet, and keep in repair such further distance as the said street may be put out of repair at any time by reason of their said track or road; and the said company laying or maintaining their said road shall not interfere with the crossing of the streets of the said borough any further than may be necessary, and that whenever any of the said crossings shall be interfered with, all such portions thereof lying within the said track and three feet beyond on each side of the same shall be maintained and kept in proper repair by the said company.

4. That nothing in this ordinance contained shall be deemed to restrict the authorities of the borough from exercising full authority over all parts of the streets of the borough, for the purpose of digging and excavating for the laying of drains, sewers, culverts, gas and water pipes, and all connections therewith, and making necessary alterations in and repairs to the same; and the same rights are hereby reserved to each and every company that may now or hereafter be duly authorized by common council to lay pipes as aforesaid; and whenever the track of said railroad company shall be torn up or interfered with for the purposes aforesaid, the said railroad company shall relay their said track at their own cost and expense; *provided,* that on the occasion of the using the said streets for the purposes above mentioned in this section, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interest of said railroad company.

5. That whenever it may be found necessary to lay iron plates, stones or other material across any gutters on the line of said rail-

road, the same shall be laid, at the expense of the said company, from curbstone to curbstone, under the direction and superintendence of the street committee, and the said company shall be required, at all times, to keep the said gutters open and free from obstructions, whether from dirt, ice or any other cause.

6. That the said road or track shall be laid as speedily as the same conveniently may be, so as to interfere as little as possible with the travel on said streets, and that the said company shall be liable for all damages done by them unnecessarily, or by carelessness, to private property in laying and maintaining their said road and in running their cars upon the same.

7. That no motive power other than horse or mule power shall be used on said railway.

8. That the said railroad company shall not, in cleaning off the snow from their track, throw the same on either side thereof in such a manner as to obstruct the passageway for carts and vehicles; and they shall remove gravel, dirt, materials or other obstructions placed by them in any street within twenty-four hours after notice shall have been given to any officer of said company by the street committee so to do.

9. That no cars shall be run upon the said railway on Sunday, except at such time as the common council may, by resolution, prescribe.

10. That bells of proper size and tone, to notify foot passengers and others passing in or across the streets, of the approach of the cars, shall be attached to the horses drawing each car.

11. That the running speed of the cars of the said railroad company shall not be a greater rate than six miles an hour; and the fare, for any distance within the borough limits, shall not exceed five (5) cents for each passenger.

12. That for each and every violation of any of the foregoing provisions of this ordinance, after notice from the said street committee, the said company shall pay a penalty of fifty dollars ($50), and for every continual violation thereof, the penalty shall be fifty dollars ($50) for each and every day the violation continues; and the said street committee shall have authority, when directed by the common council, to stop the running of all cars upon the said railway if the said company shall refuse to pay the penalties as provided by this section.

13. That the common council hereby reserves to itself the power

of altering or amending this ordinance at any future time, whenever it shall become necessary for the public good so to do; but this ordinance shall not be altered or amended without giving the railroad company a month's written notice, stating amendments to be made.

14. That nothing in this ordinance contained shall be deemed, construed or held in any way to impair the right of the common council to grant to any other company the right to lay and use a track or railway in any of the streets of the said borough.

15. That so soon as an eight per centum per annum dividend shall be divided among the stockholders, the said company shall pay an annual tax or license to the borough of ten dollars ($10) for each passenger car run regularly on said railroad; said tax to be payable at the office of the collector on the first day of January in each year, and to be in addition to all other legal taxes and assessments.

16. That if the said company should neglect to run cars upon their road for the accommodation of the public for the period of three consecutive months, the common council shall have the right to rent the said railroad to any other person or persons, company or companies, who will be willing to run cars on the same, and to cause the said rent to be paid to the borough collector for the use of the borough; or if the common council shall be unable to rent the said railroad, or to cause the said company to place cars on the same for three months after the same shall have been abandoned as aforesaid by the said company, then the common council shall have the right to cause the said railroad to be removed from the streets or highways of the borough, and to sell and to dispose of the materials thereof, and, after paying all expenses of such removal and sale, and of repairing said streets or highways, pay the balance, if any, to the legal representatives of the said company.

17. That the said company shall have the right at any time to remove their track or road from the streets of the borough, provided they give a guarantee and security to the satisfaction of council before so doing to put the road or any part they may disturb in as good condition as it may be when they begin to remove their said track.

18. That all persons using the track of said company by ordinary wagons and vehicles, shall turn out to afford free passage for the cars of said company, whenever notified so to do by the driver

of any such cars, under a penalty of five dollars for each and every such offense, to be forfeited and paid by the owner, driver or person having the care or charge of said wagon or vehicle.

19. That all persons using the said track with ordinary wagons or vehicles, shall keep the same at least ten feet from the rear of the cars, to prevent injury to passengers getting in or out of the same, under a penalty of five dollars ($5) for each and every offense, to be forfeited and paid by the owner, driver or person having charge or care of the same, severally and respectively.

20. That the said company shall complete the entire track by November first, one thousand eight hundred and eighty-six, and that the advertising of this ordinance be paid for by said company, and if said company fail to comply with this section, the ordinance shall be null and void.

21. That we further agree to run cars every ten minutes, and oftener if necessary.

22. All ordinances or parts of ordinances interfering with this ordinance are hereby repealed.

EXHIBIT C 6.

Supplement.

Passed February 7th, 1887.

The Mayor and Common Council of the Borough of Chambersburg do ordain as follows:

1. That the Trenton Horse Railroad Company be and it is hereby authorized and empowered to construct and maintain a branch railroad, with the necessary switches and turnouts, beginning at the corner of Clinton and Prospect streets, and running thence northwardly, through Prospect street to Hamilton avenue, and thence westwardly, through Hamilton avenue to Clinton street, and connect said branch railroad with the tracks of the Trenton Horse Railroad Company now laid on Clinton street, and to operate said branch railroad in connection therewith; *provided,* the

consent to the laying of said track or tracks on Hamilton avenue, by the said the Trenton Horse Railroad Company, is upon the express condition that another horse railroad company or companies who may hereafter apply to and obtain the consent of the common council of the borough of Chambersburg, shall have the joint use for their cars on such track or tracks as shall be laid on said avenue, and that if any disagreement shall arise between said companies as to the consideration for the use of said tracks or the expense or manner of laying, relaying, repairing, or the manner of using the same, that such disagreements shall be finally adjudicated and settled by the common council of said borough.

2. That the said branch railroad shall consist of a single track, with the necessary turnouts, fixtures and appurtenances, and, except on Hamilton avenue and at curves, shall be laid in the middle of the streets, but on said Hamilton avenue the track shall be laid not less than two nor more than three feet from the center line of said avenue, and on either side of the rail there shall be laid a square stone block not less than four by eight inches in dimensions; and the said branch railroad shall be completed on or before the first day of November, A. D. one thousand eight hundred and eighty-seven.

3. That said branch railroad shall be constructed, maintained and operated by said company under and in accordance with the provisions of the ordinance to which this is a supplement, so far as they are not changed by this ordinance, and the said the Trenton Horse Railroad Company, in operating said branch road, shall be subject to the burdens and restrictions, and shall possess the franchises and privileges imposed and given by the provisions of said ordinance, so far as the same shall be applicable to said branch railroad.

4. That this ordinance shall not take effect until the said Trenton Horse Railroad Company shall extend their road two squares further down Clinton street towards the borough line and pay the charges for printing the same.

EXHIBIT C 7.

Supplement.

Passed December 5th, 1887.

The Mayor and Common Council of the Borough of Chambersburg do ordain as follows:

1. That the Trenton Horse Railway Company be and it is hereby authorized and empowered to construct and maintain a branch railroad, with the necessary switches and turnouts, beginning at the corner of Hamilton avenue and Prospect street, and running thence easterly, through Hamilton avenue to Chambers street, and northwardly, through Monmouth street to East State street, and through East State street from the middle of the Assanpink creek to Chambers street, and to operate said branch railroad in connection with the proposed railroad on Hamilton avenue; *provided, however,* that the consent of this common council to the laying of the tracks and operating said railroad by the said Trenton Horse Railroad Company is upon the express condition that should any other company now formed or hereafter to be formed desire to lay tracks and operate a street railway upon said Hamilton avenue, that they, the said Trenton Horse Railroad Company, will give their written consent thereto; in case of neglect or refusal so to give their consent, then this ordinance to be void, and all rights and privileges granted thereunder to cease and be of no effect; and upon the further condition that any other horse railway company or companies who may hereafter apply to and obtain the consent of the common council of the borough of Chambersburg shall have the joint use for their cars on such track or tracks as shall be laid on said avenue; and that if any disagreement shall arise between said companies as to the consideration for the use of the said tracks, or the expense or manner of using the same, that such disagreement shall be finally adjudicated and settled by the common council of said borough; *provided, however,* that if any other company build a railroad on Hamilton avenue, they shall grant the same privilege to the Trenton Horse Railroad Company.

2. That the said branch railroad shall consist of a single track, with the necessary turnouts, fixtures and appurtenances, and, ex-

cept on Hamilton avenue and at curves, shall be laid in the middle of the streets; but on the said Hamilton avenue the track shall be laid not less than two nor more than three feet from the center line of said avenue, and on the southerly side thereof, and on either side of the rail there shall be laid a square stone block not less than four by eight inches in dimensions; and the said branch railroad shall be completed on or before the first day of November, A. D. one thousand eight hundred and eighty-eight.

3. That said branch railroad shall be constructed, maintained and operated by said company under and in accordance with the provisions of the ordinance to which this is a supplement, so far as they are not changed by this ordinance; and the said Trenton Horse Railway Company, in operating the said branch road, shall be subject to the burdens and restrictions, and shall possess the franchises and privileges imposed and given by the provisions of said ordinance, so far as the same shall be applicable to the said branch railroad.

4. That this ordinance shall not take effect until the said Trenton Horse Railway Company shall pay the charges for printing the same.

EXHIBIT C 8.

Supplement.

Passed April 2d, 1888.

The Mayor and Common Council of the Borough of Chambersburg do ordain as follows:

1. That the Trenton Horse Railroad Company be and is hereby authorized and empowered to construct and maintain a branch railroad, with the necessary switches and turnouts, beginning at the corner of Hamilton avenue and Prospect street, and running thence easterly, through Hamilton avenue to Chambers street, and northwardly, through Monmouth street to East State street, and through East State street from the middle of the Assanpink creek to Chambers street, and to operate said branch railroad in connection with the proposed railroad on Hamilton avenue.

2. That the said branch railroad shall consist of a single track, with the necessary turnouts, fixtures and appurtenances, and, except on Hamilton avenue and at curves, shall be laid in the middle of the street; but on said Hamilton avenue the track shall be laid not less than two nor more than three feet from the center line of said avenue, and on the southerly side thereof, and on either side of the rail there shall be laid a square stone block not less than four by eight inches in dimensions; and the said branch railroad shall be completed on or before November, A. D. one thousand eight hundred and eighty-eight.

3. That said branch railroad shall be constructed, maintained and operated by said company under and in accordance with the provisions of the ordinance to which this is a supplement, so far as they are not changed by this ordinance; and the said Trenton Horse Railroad Company, in operating said branch road, shall be subject to the burdens and restrictions and shall possess the franchises and privileges imposed and given by the provisions of said ordinance, so far as the same shall be applicable to the said branch railroad.

4. That this ordinance shall not take effect until the said Trenton Horse Railroad Company shall pay the charges for printing the same.

5. And that ordinances and parts of ordinances inconsistent herewith be and the same are hereby repealed.

EXHIBIT C 9.

A Further Supplement to an ordinance entitled "An ordinance to authorize the Trenton Horse Railroad Company to construct their road or track through the streets of the city of Trenton," passed July 28th, 1863.

Approved August 19th, 1891.

The Inhabitants of the City of Trenton do ordain:

1. That the Trenton Horse Railroad Company be and they are hereby authorized and empowered to construct a single or double-

track railroad, with the necessary turnouts and turntables, from their present tracks on South Clinton avenue through Stanton street, from South Clinton avenue to South Broad street, and there to connect with the City Railway Company's tracks now laid or hereafter to be laid.

2. That the said Trenton Horse Railroad Company shall pay for advertising this ordinance according to law, and this ordinance shall not go into effect until payment for said advertising shall have been made by said company.

EXHIBIT C 10.

Certified Copy of Certificate of Incorporation of "City Railway Company."

The "City Railway Company," a corporation organized in pursuance of a certain act of the legislature of the State of New Jersey entitled "An Act to authorize the formation of railroad corporations and regulate the same," approved April 2d, 1873, and the supplement thereto.

Know all men by these presents that the undersigned and subscribers hereto, to wit: Harry C. Freese, Morgan F. Mount, William L. Dayton, Joseph B. Yard, Adam Exton, William T. Nicholson, Henry L. Sprague, Jacob R. Freese, Jacob Hetzel, Henry J. Ashmore, Samuel Prior, Philip P. Dunn and Louie K. Freese, stockholders as hereinafter stated under and in pursuance of a certain act of the legislature of the State of New Jersey entitled "An Act to authorize the formation of railroad corporations and regulate the same," approved April 2d, 1873, and the supplement thereto, have associated ourselves together for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property, and for such purpose on this sixth day of December, in the year of our Lord one thousand eight hundred and seventy-five, do make and sign these articles of association in which are stated:

First—The name of this company is the "City Railway Company."

Second—This company is to continue in existence nine hundred and ninety-nine years.

Third—This company is organized and formed to construct and maintain and operate a railroad, which railroad is to be constructed, maintained and operated from a point in the middle line of Broad street, in the Borough of Chambersburg, in the County of Mercer and State of New Jersey, being the central point of intersection of Broad street and Coleman street in said borough; thence northwesterly through Broad street to Greene street in the City of Trenton, in said County of Mercer, thence, in said city, through Greene street to Perry street, thence through Perry street to Clinton street, thence through Clinton street and Clinton avenue to a point, in the middle line of said Clinton avenue, in the township of Lawrence and County of Mercer, opposite the centre of Cass street as the same joins Clinton avenue, aforesaid, on the northwesterly side thereof.

Fourth—The length of said road as near as may be is three miles and is intended to run in the County of Mercer.

Fifth—The amount of capital stock of said company shall be thirty thousand dollars, divided into shares of one hundred dollars each, and the names and residence of thirteen directors of the company who shall manage its affairs for the first year and until others are chosen in their places, respectively, are:

1.	Harry C. Freese,	Trenton, N. J.
2.	Morgan F. Mount,	" "
3.	William L. Dayton,	" "
4.	Joseph B. Yard,	" "
5.	Adam Exton,	" "
6.	William T. Nicholson	" "
7.	Henry L. Sprague,	New York City.
8.	Jacob R. Freese,	Trenton, N. J.
9.	Jacob Hetzel,	" "
10.	Henry J. Ashmore,	" "
11.	Samuel Prior,	" "
12.	Philip P. Dunn,	" "
13.	Louie K. Freese,	" "

In witness whereof we have hereunto set our hand and seals with the number of shares by each of us taken this sixth day of December in the year of our Lord one thousand eight hundred and seventy-five.

Subscribers.	*No. of Shares.*	*Residence.*	*Seals.*
Harry C. Freese,	14	Trenton, N. J.	L. S.
M. T. Mount,	5	" "	L. S.
Joseph B. Yard,	1	" "	L. S.
Adam Exton,	5	" "	L. S.
Wm. T. Nicholson,	5	" "	L. S.
William L. Dayton,	1	" "	L. S.
Henry L. Sprague,	5	New York City.	L. S.
Henry J. Ashmore,	5	Trenton, N. J.	L. S.
Jacob Hetzel,	1	" "	L. S.
J. R. Freese,	5	" "	L. S.
Samuel Prior,	2	" "	L. S.
Philip P. Dunn,	1	" "	L. S.
Louie K. Freese,	10	" "	L. S.

Signed, acknowledged and sealed in the presence of (Seal)

HARRY C. FREESE,
Notary Public.

Signed, sealed and acknowledged as to Harry C. Freese in the presence of (Seal)

L. L. HOWELL,
Notary Public.

The "City Railway Company."

We the undersigned hereby subscribe for and agree to take and pay for the number of shares in the capital stock of the "City Railway Company" mentioned opposite to our respective names at the price of one hundred dollars per share, dated December 6th, A. D. 1875.

	No. of Shares.
Harry C. Freese,	14
M. F. Mount,	5
Joseph B. Yard,	1
Adam Exton,	5
Wm. T. Nicholson,	5
William L. Dayton,	1
Henry L. Sprague,	5
Henry J. Ashmore,	5
Jacob Hetzel,	1
J. R. Freese,	5
Samuel Prior,	2
Louie K. Freese,	10
C. C. Haven,	1
Philip P. Dunn,	1

STATE OF NEW JERSEY, } *ss.*
MERCER COUNTY. }

Harry C. Freese, Joseph B. Yard, Morgan F. Mount, William T. Nicholson and Louie K. Freese, five of the directors named in the foregoing articles of association, being each duly sworn, severally say, that he is a director named in said articles and that there has been subscribed to the capital stock of the "City Railway Company," the corporation named in and formed by said articles, the sum of six thousand dollars, being sixty shares of said stock of one hundred dollars each, and which sum is at least two thousand dollars of stock for every mile of railroad proposed to be made under said articles, that said amount of stock hath been subscribed in good faith and that ten per centum of such amount subscribed, being the sum of six hundred dollars, hath been paid thereon in good faith and in cash to the directors named in said articles of association and they further say that it is intended in good faith to construct and to maintain and operate the railroad mentioned in said articles of association.

Sworn and subscribed before me at Trenton, this 9th day of December, A. D. 1875.

L. L. Howell,
Notary Public.

(Seal)

Harry C. Freese,
Joseph B. Yard,
M. F. Mount,
Wm. T. Nicholson,
Louie K. Freese.

Endorsed:

"Filed December 9th, 1875, and recorded in Book D of Incorporations, page 256, &c.

Henry C. Kelsey,
Secretary of State."

State of New Jersey.

Department of State.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby Certify that the foregoing is a true copy of the Certificate of Incorporation of "City Railway Company," and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the ninth day of December, A. D. 1875, and now remaining on file and of record therein.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

Thomas F. Martin,
Secretary of State.

EXHIBIT C 11.

An Ordinance to authorize the City Railway Company to build a horse railroad in Chambersburg.

Passed January 24th, 1876.

The Mayor and Common Council of the Borough of Chambersburg do ordain as follows:

1. That the City Railway Company be and they are hereby authorized and empowered to construct a railroad, with the necessary turnouts and turntables, through Broad street, from the Trenton city line to the southeasterly limits of the borough of Chambersburg, and to connect with the railroad on Broad street, Trenton; *provided,* that nothing herein contained shall be deemed to authorize the said company to interfere with any rights the Crosswicks and Trenton Turnpike Company may have in said Broad street; *and provided further,* that the said railroad and branches shall be constructed, as far as practicable, in the middle of said street, from time to time, and in such portions or sections as said company and the street committee may deem expedient; but should it be impossible or inconvenient for the said company to construct the said road or track in the middle of said street, or should such construction interfere with the free and proper enjoyment of the public travel, then the said track shall be laid under the direction and superintendence of the street committee, with the approval of the common council, in such location in said street as the said street committee shall designate.

2. That the rails of the said track shall be, in all cases, laid level with the surface or face of the street and in conformity with the grade of the said street, as the same is now or may hereafter be established, and if the common council shall hereafter alter the grade of the street, then the said company shall take up and relay the said track to conform to the said grade, at their own cost and expense, and that the said track shall be five (5) feet and two (2) inches gauge, of the best and most approved rail for city railways, weighing not less than thirty-five pounds to the yard, twenty-four feet long, and a new rail, and be approved of, before being laid, by the said street committee; shall be such as to present the least

obstruction in every respect to ordinary wagon traffic, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

3. That the said company shall pave or macadamize, and, at their own cost and charge, maintain and keep in good repair, that part of said street occupied by them for their said track or road, and included between the tracks, and also that part of the said street on each side of said railroad track for the distance of three feet, and to put in repair such further distance as the said street may be put out of repair at any time, by reason of their said track or road; and the said company, in laying or maintaining their said road, shall not interfere with the crossings of the streets of the said borough any further than may be necessary, and that whenever any of the said crossings shall be interfered with, all such portions thereof lying within the said track and three feet beyond on each side of the same, shall be maintained and kept in proper repair by the said company.

4. That nothing in this ordinance contained shall be deemed to restrict the authorities of the borough from having and exercising full authority over all parts of the streets of the borough, for the purpose of digging and excavating for the laying of drains, sewers, culverts, gas and water-pipes, and all connections therewith, and making necessary alterations in and repairs to the same; and the same rights are hereby reserved to each and every company that may now or hereafter be duly authorized by common council to lay pipes as aforesaid; and whenever the track of said railway company shall be torn up or interfered with for the purposes aforesaid, by any person duly authorized as aforesaid, the said railway company shall relay their said track at their own cost and expense; *provided*, that on the occasion of the using the said street for the purposes above mentioned in this section, no unnecessary delay shall be made or caused, in any manner, that shall work prejudicially to the interests of said railway company.

5. That whenever it may be found necessary to lay iron plates, stones, or other materials across any gutters on the line of said railway, the same shall be laid at the expense of the said company, from curbstone to curbstone, under the direction and superintendence of the street committee; and the said company shall be required, at all times, to keep the said gutters open and free from obstructions, whether from dirt, ice, or from any other cause.

6. That the said road or track shall be laid as speedily as the same conveniently may be, so as to interfere as little as possible with the travel on said street; and that the said company shall be liable for all damages done by them unnecessarily or by carelessness, to private property, in laying and maintaining their said road, and in running their cars upon the same; and the road shall be completed in three months from the time they commence to build.

7. That the said company shall commence to build their track at or near Coleman street, and shall build continuously until they connect with the road or track in Trenton, and they shall not be required to extend the track to the southeast limits of the borough until such time as they see fit so to do.

8. That the said railway company shall not, in cleaning off the snow from their tracks, throw the same on either side thereof in such a manner as to obstruct the passageway for carts and vehicles; and they shall remove gravel, dirt, materials or other obstructions placed by them in any street, within twenty-four hours after notice shall have been given to any officer of said company by the said street committee so to do.

9. That no cars shall be run upon the said railway on Sunday, except at such time as the common council may by resolution prescribe.

10. That bells of proper size and tone, to notify foot passengers and others passing in or across the streets, of the approach of the cars, shall be attached to the horses drawing each car.

11. That the running speed of the cars of the said railway company shall not be a greater rate than six miles an hour; and the fare from one end to the other of the said city railway shall not exceed five cents for each passenger. [See Section 1 of supplement passed June 5th, 1876, *post.*]

12. That for each and every violation of any of the foregoing provisions of this ordinance, the said company shall pay a penalty of fifty dollars, and for every continual violation thereof, after notice from the said street committee, the penalty shall be fifty dollars for each and every day the violation continues; and the said street committee shall have authority, when directed by the common council, to stop the running of all cars upon the said railway if the said company shall refuse to pay the penalties as provided by this section.

13. That the common council hereby reserves to itself the power of altering or amending this ordinance at any future time, whenever it shall become necessary for the public good so to do. [See Section 4 of supplement passed June 5th, 1876, *post.*]

14. That nothing in this ordinance contained shall be deemed, construed or held in any way to impair the right of the common council to grant to any other company the right to lay and use a track or railway in any of the streets of the said borough.

15. That so soon as an eight per cent. per annum dividend shall be divided among the stockholders, the said company shall pay an annual tax or license to the borough of ten dollars ($10) for each car run regularly on said railroad; said tax to be payable at the office of the collector, on the first day of January in each year, and to be in addition to all other legal taxes and assessments. [See Section 2 of supplement passed June 5th, 1876, *post.*]

16. That if the said company should neglect to run cars upon their road, for the accommodation of the public, for the period of three consecutive months, the common council shall have the right to take full and exclusive possession thereof, without notice and without liability for rent or charges for use and occupation, or otherwise, to said company, and to rent the said railroad to any other person or persons, company or companies, who will be willing to run cars on the same, and to cause the said rent to be paid to the borough collector, for the use of the borough; or should the common council be unable to rent the said railroad, or to cause the said company to place cars on the same, for three months after the same shall be abandoned as aforesaid by the said company, then the common council shall have the right to sell the track and material, with all the rights and franchises of said company within the borough, to any person who will operate the said road, or to cause the said railroad to be removed from the streets of the borough, and to sell or dispose of the materials thereof, and after paying all expenses of said removal and sale, and of repairing said street, pay the balance, if any, to the legal representatives of said company, provided a failure to operate any part of said road within the borough limits shall be construed as a failure to operate said road.

17. That the said company shall have the right, at any time, to remove their track or road from the streets of the borough, provided they give a guarantee and security to the satisfaction of council, before so doing, to put the road, or any part they may dis-

turb, in as good condition as it may be when they begin to remove their said track.

18. That all persons using the track of said company by ordinary wagons and vehicles, shall turn out to afford free passage for the cars of said company, whenever notified so to do by the driver of any such cars, under a penalty of five dollars for each and every such offense, to be forfeited and paid by the owner, driver or person having the care or charge of said wagon or vehicle.

19. That all persons using the said track with ordinary wagons or vehicles, shall keep the same at least ten feet from the rear of the cars, to prevent injury to passengers getting in or out of the same, under a penalty of five dollars for each and every such offense, to be forfeited and paid by the owner, driver or person having the charge or care of the same, severally and respectively.

20. That the City Railway Company shall commence to run their cars from the road end at Chambersburg at six o'clock, or before, in the morning, and to continue at least every half hour during the day, till nine o'clock at night, and on Saturday they shall run till eleven o'clock at night. [See Section 3 of supplement passed June 5th, 1876, *post.*]

21. That this ordinance shall take effect immediately.

EXHIBIT C 12.

An Ordinance to authorize the City Railway Company to lay their tracks in certain streets in the city of Trenton.

Passed February 1st, 1876.

The Inhabitants of the City of Trenton do ordain:

1. That the City Railway Company be and they are hereby empowered and authorized to construct a railroad, single or double track, with the necessary turnouts and turntables, through Clinton avenue, from the city limits on the north, to Perry street; thence westerly, through Perry street to Greene; and thence southerly, through Greene and Broad streets, to where Broad street joins

Chambersburg, with power to connect with an extension of this railroad to be constructed on Broad street, or what is known as the Trenton and Crosswicks turnpike, in Chambersburg, and with an extension to be constructed on the Millham road, or Clinton avenue, on the north end of said route; *provided,* that the said railroad and turnouts shall be constructed, as far as practicable, in the middle of said streets, from time to time, and in such portions or sections as the street committee and company may deem expedient; but should it be impossible or inconvenient for the said company to construct the said road or track in the middle of said streets, or should such construction interfere with the free and proper enjoyment of the public travel, then the said road or track shall be laid under the direction and superintendence of the street committee, with the approval of common council, in such location in said streets as the said street committee shall designate. [See Section 1 of supplement passed October 6th, 1885, and Section 1 of supplement passed November 9th, 1886, *post.*]

2. That the rails of the said track shall be, in all cases, laid level with the surface or face of the streets through which the same may pass, and in conformity with the grades of the said streets as the same are now or may be hereafter established; and if the common council shall hereafter alter the grade of any street through which the railroad may pass, then the said company shall take up and relay their track to conform to the said grade, at their own cost and expense; and that the said track shall be five (5) feet and two (2) inches gauge, of the best and most approved pattern and description for the city railways, weighing not less than thirty-five (35) pounds to the yard, and not less than twenty-four (24) feet long; must be a new rail, and be approved of before being laid, by the said street committee; shall be such as to present the least obstruction, in every respect, to ordinary wagon travel, and calculated and laid to facilitate as much as practicable the use thereof by ordinary wagons and vehicles.

3. That the said company shall pave with good stone blocks, or with whatever council may order the streets paved, wherever the streets are now paved or now ordered paved, or whenever council may order said street or streets to be paved, and at their own cost and charge, maintain and keep in good repair that part of said streets of the said city used and occupied by them for their said track or tracks and included between the same, and also on

each side thereof for the distance of two feet, if a double track, and three feet if a single track, and to put in repair such further distance as the said streets may be put out of repair at any time by reason of their said track or road; and all streets which may require grading preparatory to the laying of the said track, shall be graded by or at the expense of the said company, to the same extent as above mentioned, and afterwards kept in proper repair by them, as above directed; but all such work shall be done under the direction of the said street committee; and that the said company, in laying and maintaining their said road, shall not interfere with the crossings of the streets of said city any further than may be necessary, and that whenever any of the said crossings shall be interfered with, all such portions thereof lying within the said track, and three feet, if a single track, and two feet, if a double track, beyond each side of the same, shall be maintained and kept in proper order by the said company.

4. That no privilege or franchise hereby given to the said the City Railway Company shall in anywise interfere with or obstruct the Trenton Gas Light Companies, or any other company that may be organized, or the water-works of the city of Trenton, in the full and free enjoyment of the rights and franchises heretofore conferred, or that may be hereafter conferred upon them by law; and that the said the Trenton and City Gas Light Companies and the water-works of the said city shall still have, use and exercise the right to dig in any of the streets of the said city, to lay and repair their pipes, in the manner now prescribed and used and exercised by them; and the city of Trenton shall have full and entire power to use all or any portion of the said streets through which the said track may pass, for the purpose of making sewers, culverts, drains, or any other alteration or improvement that may from time to time be necessary; and whenever the said railway shall be torn up or interfered with for the purposes aforesaid, either by the said the Trenton or City Gas Light Companies or the said City Water Works of Trenton, or such other company as aforesaid, the said railroad company shall relay their said track at their own cost and expense; *provided,* that on the occasion of using the said streets for the purposes as above mentioned in this section, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interest of the said railroad company.

5. That whenever it may be found necessary to lay iron plates, stones or other materials across any gutters along the line of the said railroad, the same shall be laid by and at the expense of the said company, from curbstone to curbstone, under the direction and superintendence of the said street committee; and the said company shall be required to keep the said gutters at all times open and free from all obstructions, whether from dirt, ice or from any other cause.

6. That the said railroad company shall not, in clearing off the snow from their said track, throw the same on either side thereof in such a manner as to obstruct the passageway for carts and vehicles; and they shall remove gravel, dirt, materials or other obstructions placed by them in any street within ten (10) hours after notice shall have been given to any officer of the said company by the street committee so to do.

7. That the said road or track shall be laid as speedily as the same conveniently may be, so as to interfere as little as possible with the travel in the said streets; and that the said company shall be liable for all damages done by them, unnecessarily or by carelessness, to private property, in laying and maintaining their said road, and in running their cars upon the same.

8. That no motive power, other than horse or mule power, shall be used on said railway.

9. That no cars shall be run upon the said railway on Sunday, except at such times as the common council may by ordinance or resolution prescribe.

10. That bells of proper size and tone, to notify foot passengers and others passing in or across the streets in which said railway may be laid of the approach of the cars, shall be attached to the horses drawing each car.

11. That the running speed of the cars of the said company shall not be greater than six (6) miles an hour; and the fare for any distance within the city limits shall not exceed six (6) cents for each passenger.

12. That for each and every violation of any of the foregoing provisions of this ordinance the said company shall pay a penalty of fifty dollars ($50); and for every continual violation thereof, after notice from the said street committee, the penalty shall be fifty dollars ($50) for each and every day the violation continues; and the said street committee shall have authority, when directed

by the common council, to stop the running of all cars upon the said railway, if the said company shall refuse to pay the penalties as provided by this section.

13. That the said common council hereby reserves to itself the power of altering or amending this ordinance at any future time, whenever it shall become necessary for the public good so to do.

14. That nothing in this ordinance contained shall be deemed, construed or held in any way to impair the right of the common council to grant to any other company the right to lay and use a track or railway in any of the streets of the said city of Trenton.

15. That one year after the completion of said road for travel, the said company shall pay an annual tax or license to the city of ten dollars ($10) for each car run on said railroad; said tax to be payable at the office of the city treasurer on the first day of January in each year.

16. That if the said company shall neglect to run cars upon their road for the accommodation of the public for the period of two consecutive months, the common council shall have the right to rent the said railroad to any other person or persons, company or companies, who will be willing to run cars on the same, and to cause the said rent to be paid to the city treasurer for the use of the city; or if the common council should be unable to rent the said railroad, or to cause the said company to place cars on the same for two months after the same shall have been abandoned as aforesaid by the said company, then the common council shall have the right to cause the said railroad to be removed from the streets or highways of the city, and to sell or dispose of the materials thereof, and after paying all expenses of such removal and sale, and of repairing said streets or highways, pay the balance, if any, to the legal representatives of the said company.

17. That all persons using the track of said company by ordinary wagons and vehicles shall turn out to afford free passage for the cars of said company, whenever notified so to do by the driver of any such cars, under a penalty of five dollars for each and every such offense, to be forfeited and paid by the owner, driver or person having care or charge of said wagon or vehicle.

18. That all persons using said track with ordinary wagons or vehicles shall keep the same at least ten feet from the rear of the cars, to prevent injury to passengers getting out or in the same, under a penalty of five dollars for each and every offense, to be

forfeited and paid by the owner, driver or person having the care or charge of the same, severally and respectively.

19. That the said road shall be completed within six months from the time of commencement.

20. That this ordinance shall take effect immediately, subject to the provisions of the following section:

21. That the said the City Railway Company shall pay for the advertising of this ordinance according to law, and this ordinance shall not go into effect until payment for said advertising shall have been made by said company.

EXHIBIT C 13.

Supplement.

Passed October 9th, 1876.

WHEREAS, The said company have put a flat-car on their road, to cart dirt, cinders, &c., for their track; therefore,

The Inhabitants of the City of Trenton do ordain:

1. That section fifteen of the said ordinance is hereby amended by inserting the word "passenger" between the words "each" and "car," making it read, license or tax for each passenger car run on said road.

2. That the said City Railway Company shall have the right and privilege to lay either a single or a double track, in their discretion, upon the same conditions, and subject to the same qualifications as are contained in the ordinance to which this is a supplement, on Greene street from Perry street to Robison's corner, connecting there, and on Warren street from the said point to Ferry street, on Ferry street from Warren street to Bridge street, on Bridge street from Ferry street to Centre street, and on Centre street to the Riverview cemetery and lands of Dr. J. P. Turner, with power to connect their tracks on Bridge street, from Centre street to Broad street, and on Perry street, from Warren street to

Greene street, or with the State street road at Greene street; *provided,* the said additional routes be built in such sections and at such times as may appear most to the advantage of the said railroad company; but the privilege of this supplement shall not apply to any part or section uncompleted in two years from the passage of this supplement; *and provided further,* that before beginning work on any part or section of the proposed route, the street commissioner and the street committee shall be notified in writing.

3. That this ordinance shall take effect immediately.

EXHIBIT C 14.

Supplement.

Passed October 6th, 1885.

The Inhabitants of the City of Trenton do ordain:

1. That the first section of the ordinance entitled "An ordinance to authorize the City Railway Company to lay their tracks in certain streets in the city of Trenton," passed February 1st, 1876, be and the same is hereby amended by adding the following words: "And that the said company be and they are hereby empowered and authorized to construct a railroad, single or double track, with the necessary turnouts and turntables, connecting at Bridge street from the track on Broad street, through Bridge street to Centre street; thence through Centre street to Lalor street; and thence through Lalor street to the Delaware and Raritan canal."

2. That the said railroad shall be constructed and operated in all respects conformably to the regulations, restrictions and limitations contained in the ordinance to which this is a supplement, and in the various supplements thereto, with the exception only that the space between the rails shall be paved as follows: one line of Belgian block stone to be laid next the rails, and the remaining portion to be paved with cobble stones.

3. That the said the City Railway Company shall pay for the advertising of this ordinance according to law, and this ordinance shall not go into effect until payment for said advertising shall have been made by said company.

EXHIBIT C 15.

Supplement.

Passed December 10th, 1886.

The Inhabitants of the City of Trenton do ordain:

1. That the City Railway Company be and it is hereby authorized and empowered to construct, maintain and operate a double-track branch railway connecting with the main line of said company's railway at the intersection of Greene and Perry streets, thence westwardly through Perry street to Warren street, and thence northwardly through Warren street to Princeton avenue; and to continue the same as a single-track railway, with the necessary turnouts and turntables, through Princeton avenue to the northern boundary line of the city of Trenton.

2. That the said company be and it is hereby empowered and authorized to construct, maintain and operate a double-track railway on said Princeton avenue at such time as it shall deem proper, anything hereinbefore contained to the contrary notwithstanding.

3. That such branch railway shall be constructed and operated in all respects conformably to the regulations, restrictions and limitations contained in the ordinance to which this is a further supplement, excepting that the space or spaces between the rails on such parts of said route as are not now paved shall be paved with one line of Belgian block stone laid next to the rails, and the remaining portion shall be paved with cobble stones.

4. That the City Railway Company shall pay for the advertising of this ordinance according to law, and this ordinance shall not go into effect until payment for said advertisement shall have been made by said company.

EXHIBIT C 17.

Supplement.

Passed June 19th, 1883.

The Mayor and Common Council of the Borough of Chambersburg do ordain:

1. That the City Railroad Company be and it is hereby permitted to change the location of its tracks on Broad street, between Dye street and the canal, and to lay a double track for such distance within said limits as it may determine upon, and to remove the switch, as at present laid, at the junction of its tracks, and to join such double tracks to be laid by a switch at any point not more than seventy-five feet from the location from the present switch; *and provided also,* that in changing the grade of Broad street no crown-head be altered on said street.

2. That in making such change of location of its tracks, the said company is hereby further authorized to change the grade at Broad street, at and near its junction with the private way formerly called East Canal street, so far as it may be necessary to change the grade to allow for a double track with level road-bed, which tracks shall have a curve of sufficient radius for the easy passage of street cars; *provided,* that said tracks shall not be so laid as to obstruct the present sidewalk, or to admit of any obstruction of or interference with the use of said sidewalks by street cars or other vehicles running or to run upon said tracks.

3. That the said company is further authorized, in making such change, to remove and fill up the existing gutter on the north side of Broad street so far as shall be necessary to procure a level road-bed for said track on said curve, and not make too steep a grade of the street from the tracks to the curb for the easy running of vehicles upon said street; *provided,* that the said company shall construct a covered gutter of sufficient capacity across Broad street to carry the water now running in the existing gutter so to be removed; said covered gutter to connect with a trunk, such as is now used to pass the water from the existing gutter into the canal.

4. That the said changes and work shall be made and done by or at the expense of the said railway company, and under the

supervision and directions of the street committee and the borough surveyor; and the said company shall hereafter clean, keep and maintain said covered gutter under the direction of the street committee.

5. That said railway company shall, within sixty days from the passage of this ordinance, move the switch located in front of the borough hall to a position north of Dye street, and thereafter shall run each and every car to the extreme terminus of the railway, between the hours of six A. M. and eight A. M., and three P. M. and the time of running the last car at night.

6. That the mayor and common council hereby reserve to themselves the power of altering or amending this ordinance at any future time, whenever it shall become necessary for the public good to do so.

EXHIBIT C 18.

Certified Copy of Certificate of Incorporation of "The Hamilton Township Street Railway Company."

This is to certify that we, Lewis Perrine, Jr., Henry P. Perrine, Samuel K. Wilson, Jonathan H. Blackwell, Levi T. Hannum, Benjamin V. Hill, Willard S. Gulick, do hereby associate ourselves together for the purpose of forming a corporation, to construct, maintain and operate a street railway for the transportation of passengers, under and by virtue of the provisions of an act of the Legislature of the State of New Jersey entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April 6th, A. D. 1886, and the several supplements thereto, and to that end we do by this our certificate and articles of association set forth and state:

First—That the name of this company is "The Hamilton Township Street Railway Company."

Second—That the number of years such company is to continue is fifty years.

Third—That the points to and from which the road is to be constructed are as follows:

From the point in the boundary line between the city of Trenton, in the county of Mercer and State of New Jersey, and the township of Hamilton, in said county, at the intersection of the easterly line of Chambers street with the middle line of East State street and extending along said East State street in a northeasterly direction, to a point in the southerly line of the turnpike of "The Trenton and Allentown Turnpike Company," at the intersection of said last-mentioned line with the middle line of East State street aforesaid; and that the route to be followed by the said railway company in the location of its tracks and the construction of its road is as above described.

Fourth—That the length of the road is one mile and one hundred and seventy-three thirteen hundred and twentieths of a mile.

Fifth—That said road is intended to be made in the township of Hamilton, in the county of Mercer and State of New Jersey.

Sixth—That the amount of the capital stock of such company is the sum of twenty thousand dollars.

Seventh—That the number of shares of which said capital stock consists is two hundred.

Eighth—That the names and residences of the directors of such company are as follows, to wit:

NAMES.	RESIDENCES.
Lewis Perrine, Jr.,	Trenton, New Jersey.
Henry P. Perrine,	Trenton, New Jersey.
Samuel K. Wilson,	Trenton, New Jersey.
Jonathan H. Blackwell,	Trenton, New Jersey.
Levi T. Hannum,	Trenton, New Jersey.
Benjamin V. Hill,	Trenton, New Jersey.
Willard S. Gulick,	Trenton, New Jersey.

Ninth—That the place of residence of each subscriber hereto, and the number of shares of stock which each such subscriber agrees to take in said company, are respectively stated and subscribed by each such subscriber opposite his several name.

In witness whereof, we have hereunto set our hands and seals this eighth day of September, in the year of our Lord eighteen hundred and ninety.

Lewis Perrine, Jr., Trenton, New Jersey, one hundred and one shares. (Seal)
H. P. Perrine, Trenton, New Jersey, forty-eight shares. (Seal)
Sam'l K. Wilson, Trenton, New Jersey, forty-eight shares. (Seal)
Jonathan H. Blackwell, Trenton, New Jersey, one share. (Seal)
Levi T. Hannum, Trenton, New Jersey, one share. (Seal)
Benjamin V. Hill, Trenton, New Jersey, one share. (Seal)
Willard S. Gulick, Trenton, New Jersey, one share. (Seal)

Signed, sealed and delivered in the presence of
CARROLL ROBBINS.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER, }

Be it remembered that on this ninth day of September, in the year of our Lord eighteen hundred and ninety, before me, Carroll Robbins, a Master in Chancery of the State of New Jersey, personally appeared Lewis Perrine, Jr., Henry P. Perrine, Samuel K. Wilson, Jonathan H. Blackwell, Levi T. Hannum, Benjamin V. Hill and Willard S. Gulick, who, I am satisfied, are the persons named in and who executed the foregoing certificate of incorporation, and I having first made known to them the contents of the same they and each of them acknowledged that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

CARROLL ROBBINS,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER, }

Lewis Perrine, Jr., Henry P. Perrine, Samuel K. Wilson, Jonathan H. Blackwell and Levi T. Hannum, named in the foregoing articles of association, being by me duly sworn according to law on their respective oaths say and each for himself says that he is a director named in the articles of incorporation of "The Hamilton Township Street Railway Company" hereto annexed;

that the capital stock of said company as fixed in said articles of incorporation is not less than ten thousand dollars for every mile of road intended to be constructed by said company; that said capital stock has been subscribed for in good faith; that there has been paid to the directors of said company in cash on account of the stock subscribed, at least two thousand dollars for every mile of railroad and a proportionate sum for every fraction of a mile thereof proposed to be constructed; that the moneys so paid to the said directors is an installment and on account of the stock subscribed and not a full payment thereon; and that it is intended in good faith to construct, maintain and operate the road mentioned in said articles of association, or as its route may be designated by the township committee of the township of Hamilton, in the county of Mercer aforesaid, in which township it is intended to operate said road.

LEWIS PERRINE, JR.,
H. P. PERRINE,
SAML. K. WILSON,
JONATHAN H. BLACKWELL,
BENJAMIN V. HILL,
WILLARD S. GULICK,
LEVI T. HANNUM.

Sworn to and subscribed this ninth day of September, A. D. 1890, before me.

CARROLL ROBBINS,
Master in Chancery of New Jersey.

STATE TREASURER'S OFFICE.

TRENTON, N. J., Sept. 12, 1890.

Received from the directors named in the foregoing articles of association of the The Hamilton Township Street Railway Company the sum of two thousand two hundred and sixty-two 12/100 dollars ($2,262.12/100), being an amount equal to two thousand dollars ($2,000.00) per mile of the railway proposed to be constructed under the said articles of association, the same being deposited with me, as required by "An act to provide for the incor-

poration of street railway companies and to regulate the same," approved April 6, 1886, and supplements thereto.

JOHN J. TOFFEY,
State Treasurer.

Filed September 12, 1890, and recorded in Book H of Corporations, pages 321, &c.

HENRY C. KELSEY,
Secretary of State.

STATE OF NEW JERSEY,

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the certificate of incorporation of "The Hamilton Township Street Railway Company," and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the twelfth day of September, A. D. 1890, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

THOMAS F. MARTIN,
Secretary of State.

EXHIBIT C 19.

Certified Copy of Certificate of Incorporation of "The South Clinton Avenue and Broad Street Railway Company."

This is to certify, That we, Lewis Perrine, Jr., Henry P. Perrine, Samuel K. Wilson, Jonathan H. Blackwell, Levi T. Hannum, Benjamin V. Hill and Willard S. Gulick, do hereby

associate ourselves together for the purpose of forming a corporation to construct, maintain and operate a street railway for the transportation of passengers under and by virtue of the provisions of an act of the Legislature of the State of New Jersey entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April 6th, A. D. 1886, and the acts supplementary thereto and amendatory thereof, and to that end we do by this our certificate and articles of association set forth and state:

First—That the name of this company is "The South Clinton Avenue and Broad Street Railway Company."

Second—That the number of years such company is to continue is fifty years.

Third—That the points to and from which the road is to be constructed are as follows: From the intersection of the boundary line between the city of Trenton in the county of Mercer and State of New Jersey and the township of Hamilton in said county and state with South Clinton avenue, thence running southeasterly through South Clinton avenue to Cedar lane; thence southwesterly through Cedar lane to and upon a strip of land thirty-four feet wide duly dedicated to the public as and for a public road and forming a portion of the present public highway leading from Trenton to White Horse; thence easterly along and upon said strip of land thirty-four feet wide to the intersection of Harrison avenue therewith, and there to end. And that the route to be followed by said railway company in the location of its tracks and the construcion of its road is as above described.

Fourth—That the length of the road is thirty-nine hundred and fifty feet.

Fifth—That the said road is intended to be made in the township of Hamilton, in the county of Mercer and State of New Jersey.

Sixth—That the amount of the capital stock of the said company is the sum of ten thousand dollars.

Seventh—That the number of shares of which said capital stock consists is one hundred.

Eighth—That the names and residences of the directors of such company are as follows, to wit:

Names.	*Residences.*
Lewis Perrine, Jr.,	Trenton, New Jersey.
Henry P. Perrine,	Trenton, New Jersey.
Samuel K. Wilson,	Trenton, New Jersey.
Jonathan H. Blackwell,	Trenton, New Jersey.
Levi T. Hannum,	Trenton, New Jersey.
Benjamin V. Hill,	Trenton, New Jersey.
Willard S. Gulick	Trenton, New Jersey.

Ninth—That the place of residence of each subscriber hereto and the number of shares of stock which each subscriber agrees to take in said company, are respectively stated and subscribed by each such subscriber opposite his several name.

In witness whereof, we have hereunto set our hands and seals this eleventh day of October, in the year of our Lord eighteen hundred and ninety.

No. of Shares.		
Fifty-one shares,	Lewis Perrine, Jr.,	L. S.
One share,	Levi T. Hannum,	L. S.
One share,	Jonathan H. Blackwell,	L. S.
Twenty-three shares,	Henry P. Perrine,	L. S.
Twenty-two shares,	Samuel K. Wilson,	L. S.
One share,	Benjamin V. Hill,	L. S.
One share,	Willard S. Gulick,	L. S.

Signed, sealed and delivered in the presence of
Carroll Robbins.

State of New Jersey, } *ss.*
County of Mercer. }

Be it remembered that on this fifteenth day of October, in the year of our Lord eighteen hundred and ninety, before me, Carroll Robbins, a master in Chancery of the State of New Jersey, personally appeared Lewis Perrine, Jr., Henry P. Perrine, Samuel K. Wilson, Jonathan H. Blackwell, Levi T. Hannum, Benjamin V. Hill and Willard S. Gulick, who, I am satisfied are the persons named in and who executed the foregoing certificate of incorporation; and I having first made known to them the contents thereof,

they and each of them did thereupon acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

CARROLL ROBBINS,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Lewis Perrine, Jr., Henry P. Perrine, Samuel K. Wilson, Jonathan H. Blackwell and Levi T. Hannum, named in the foregoing articles of association, being by me duly sworn according to law on their respective oaths say, and each for himself says, that he is a director named in the articles of incorporation of "The South Clinton Avenue and Broad Street Railway Company" hereto annexed; that the capital stock of said company, as fixed in said articles of incorporation, is not less than ten thousand dollars for every mile of road intended to be constructed by said company; that said capital stock has been subscribed for in good faith; that there has been paid to the directors of said company, in cash, on account of the stock subscribed, fourteen hundred and ninety-six dollars and twenty-one cents, being at least two thousand dollars for every mile of railroad and a proportionate sum for every fraction of a mile thereof proposed to be constructed; that the moneys so paid to the said directors is an installment and on account of the stock subscribed and not a full payment thereon; and that it is intended in good faith to construct, maintain and operate the road mentioned in said articles of association, or as its route may be designated by the township committee of the township of Hamilton in the county of Mercer aforesaid in which township it is intended to operate said road.

LEWIS PERRINE, JR., L. S.
LEVI T. HANNUM, L. S.
JONATHAN H. BLACKWELL, L. S.
HENRY P. PERRINE, L. S.
SAMUEL K. WILSON, L. S.

Sworn to and subscribed this fifteenth day of October, A. D. 1890, before me.

CARROLL ROBBINS,
M. C. C.

STATE TREASURER'S OFFICE.

TRENTON, N. J., Oct. 28, 1890.

Received from the Directors named in the foregoing Articles of Association of the South Clinton Avenue and Broad Street Railway Company the sum of Fourteen Hundred and Ninety-six 21/100 Dollars ($1,496 21/100) being an amount equal to Two Thousand Dollars ($2,000.00) per mile of the Railway proposed to be constructed under the said Articles of Association, the same being deposited with me, as required by "An act to provide for the incorporation of Street Railway Companies and to regulate the same," approved April 6, 1886.

JOHN J. TOFFEY,
State Treasurer.

Endorsed:

"Filed October 28, 1890, and recorded in Book of Corporations, pages 347, &c.

"HENRY C. KELSEY,
"Secretary of State."

STATE OF NEW JERSEY,

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the certificate of incorporation of "The South Clinton Avenue and Broad Street Railway Company," and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the twenty-eighth day of October, A. D. 1890, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

THOMAS F. MARTIN,
Secretary of State.

EXHIBIT C 20.

Certified Copy of Agreement of Consolidation Between The Trenton Horse Railroad Company, et als., Forming The Trenton Passenger Railway Company, Consolidated.

Articles of Agreement and Consolidation, made and entered into this twenty-first day of September, in the year of our Lord eighteen hundred and ninety-one, by and between The Trenton Horse Railroad Company, of the first part, The City Railway Company, of the second part, The Hamilton Township Street Railway Company, of the third part, and the South Clinton Avenue and Broad Street Railway Company, of the fourth part, all of said parties being horse or street railroad companies, incorporated under the laws of the State of New Jersey, witnesseth as follows:

WHEREAS, The said parties hereto are horse or street railway companies or corporations incorporated by or under the laws of the State of New Jersey, and are all operators and the owners of lines of railway in the County of Mercer and State of New Jersey, and are desirous of merging and consolidating their capital stock, franchises and property, under and in pursuance of the laws of the State of New Jersey authorizing such merger and consolidation; and

WHEREAS, The said parties hereto have agreed upon the conditions, provisions and restrictions hereinafter set forth, as the terms and conditions of such consolidation and the mode of carrying the same into effect:

NOW THEREFORE, In consideration of the mutual agreements, covenants, provisions and grants herein contained, the said parties do by these presents merge, combine, and consolidate their respective capital stocks, franchises, grants, immunities, privileges, capacities, properties and rights of way of every name and nature, and railroads, into one company, to be called and known by the corporate name and style of "The Trenton Passenger Railway Company, Consolidated," which said consolidated company shall from henceforth have and possess all and singular the rights,

privileges and franchises, powers, immunities and capacities, which are, or have been, granted to, or conferred upon, or possessed, or enjoyed by either of the said parties hereto by virtue of any of the laws of the State of New Jersey.

And the said parties hereto have agreed upon and by these presents do agree upon and prescribe the following as the terms and conditions of said consolidation, which terms and conditions the said parties hereto do mutually and severally covenant, promise and agree to observe, keep and perform:

First—The corporate name of the said consolidated company shall be "The Trenton Passenger Railway Company, Consolidated."

Secondly—The number of directors of the said consolidated company for the first year shall be nine, and shall so remain until changed by the by-laws of the company.

Thirdly—The names and places of residence of the nine directors of the said consolidated company who shall be the first directors thereof and who shall manage its affairs during the first year and until others are chosen in their places are as follows, that is to say:

Names.	*Places of Residence.*
Lewis Perrine, Jr.,	Trenton, New Jersey.
Lyman P. French,	Boston, Massachusetts.
Samuel K. Wilson,	Trenton, New Jersey.
Jonathan H. Blackwell,	Trenton, New Jersey.
John H. Scudder,	Trenton, New Jersey.
Barclay L. Stokes,	Trenton, New Jersey.
Charles Y. Bamford,	Trenton, New Jersey.
Henry P. Perrine,	Trenton, New Jersey.
Levi T. Hannum,	Trenton, New Jersey.

Fourthly—The persons next hereinafter named shall be the first officers of the said consolidated company and shall hold their respective offices until others shall be duly elected and qualified in their stead, that is to say: Lewis Perrine, Jr., shall be the first president; Samuel K. Wilson shall be the first vice president; George H. Parker shall be the first treasurer, and J. Howard Solomon shall be the first secretary.

Fifthly—There shall be an annual meeting of the stockholders for the election of directors of the said consolidated company, which meeting shall be held at such time, and the election shall be conducted in such manner and under such regulations as shall be prescribed by the by-laws of the said consolidated company.

The president, vice president, treasurer and secretary shall be chosen by the board of directors in such manner and for such period as the by-laws of the said consolidated company shall prescribe.

The board of directors may provide for the appointment from time to time of such other officers as they may deem expedient, and may fill all vacancies that may happen in the board.

Sixthly—The amount of the capital stock of the said consolidated company shall be one million five hundred thousand dollars, consisting of fifteen thousand shares of a par value of one hundred dollars each.

Seventhly—The capital stock of the said companies hereby consolidated shall be convertible into the capital stock of the said consolidated company in manner following, that is to say:

The capital stock of The Trenton Horse Railroad Company which now consists of fourteen hundred and forty-four shares of the par value of twenty-five dollars each, amounting to thirty-six thousand one hundred dollars, shall be convertible into fourteen hundred and forty-four shares of the capital stock of the consolidated company, namely, one share of the stock of The Trenton Horse Railroad Company for one share of the stock of the consolidated company, deliverable to the officers of The Trenton Horse Railroad Company appointed for such purpose, upon the surrender of the shares of the capital stock of said last mentioned company for which the shares of the stock of the consolidated company are to be so exchanged.

The capital stock of The City Railroad Company which now consists of nine hundred shares of the par value of one hundred dollars each amounting to ninety thousand dollars shall be convertible into thirteen thousand two hundred and fifty-six shares of the capital stock of the consolidated company, namely, one share of the stock of said The City Railway Company for fourteen shares and one hundred and sixty-four two hundred and twenty-fifths of a share, of the stock of the consolidated company, deliverable to the officers of The City Railway Company appointed

for such purpose, upon the surrender of the shares of the capital stock of the said last mentioned company for which the shares of the stock of the consolidated company are to be so exchanged.

The capital stock of The Hamilton Township Street Railway Company which now consists of two hundred shares of the par value of one hundred dollars each, amounting to twenty thousand dollars, shall be convertible into two hundred shares of the capital stock of the consolidated company, namely, one share of the stock of The Hamilton Township Street Railway Company, for one share of the stock of the consolidated company, deliverable to the officers of The Hamilton Township Street Railway Company appointed for such purpose, upon the surrender of the shares of the capital stock of said last mentioned company for which the shares of the stock of the consolidated company are to be exchanged.

The capital stock of The South Clinton Avenue and Broad Street Railway Company which now consists of one hundred shares of the par value of one hundred dollars each amounting to ten thousand dollars, shall be convertible into one hundred shares of the capital stock of the consolidated company, namely, one share of the stock of The South Clinton Avenue and Broad Street Railway Company, for one share of the stock of the consolidated company, deliverable to the officers of The South Clinton Avenue and Broad Street Railway Company appointed for such purpose, upon the surrender of the shares of the capital stock af the said last mentioned company for which the shares of the stock of the consolidated company are to be exchanged.

Eighthly—And the said parties hereto in consideration of the premises and for other good and valuable consideration, them thereunto severally moving do hereby severally and respectively grant, convey and assign, set over to and vest in the said consolidated company for the purposes of such consolidation all their several and respective railroads and rights of way and all cars, horses, equipments, implements and materials used and acquired therefor by each of the parties respectively, and their several and respective rights, rights of way, privileges, immunities, franchises, powers and all their several and respective lands, real estate, property, moneys and effects, rights of action and things of every name and nature now held or owned by the said parties severally and respectively or in any way to which they severally and re-

spectively have any right, title, interest or claim either in law or in equity.

Ninthly—It is further understood and agreed that the parties hereto shall and do hereby agree to this consolidation upon the terms aforesaid, and the said consolidated company shall and does accept the property, rights, privileges and franchises of each of said companies respectively subject to the respective debts of The Trenton Horse Railroad Company and The City Railway Company as follows (no debt existing with respect to The Hamilton Township Street Railway Company or the South Clinton Avenue and Broad Street Railway Company), that is to say:

First—Bonds of said The Trenton Horse Railroad Company to the amount of one hundred thousand dollars secured by a mortgage upon the railroad of said last mentioned company bearing date the first day of December, eighteen hundred and eighty-seven, expressed to be made by and between said last mentioned company of the first part, and William S. Stryker, trustee of the second part and recorded in the Mercer County Clerk's office in Book No. 64 of Mortgages, pages 344–350.

Secondly—Bonds of said The City Railway Company to the amount of ninety thousand dollars secured by a mortgage upon the railroad of said last mentioned company bearing date the thirtieth day of June, eighteen hundred and eighty-seven, expressed to be made by and between said last mentioned company of the first part and Charles Whitehead and William Hancock, trustees of the second part, and recorded in said clerk's office in Book No. 62 of Mortgages, pages 304–306.

Tenthly—The parties hereto for the consideration aforesaid do mutually agree and declare that the said consolidation shall take effect and the said consolidated company shall go into operation immediately, upon the due making and perfecting of these articles of agreement and filing the same or copies of the same in the office of the Secretary of State of the State of New Jersey, as required by the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize horse railroad companies incorporated under the laws of this state to merge and consolidate their corporate franchises and other property," approved February 21st, 1888; and of another act of the legislature entitled "An act to authorize street railway companies incorpo-

rated by or under the laws of this state to merge and consolidate their corporate franchises and property," approved April 16th, 1891.

And the board of directors of the said consolidated company shall have full power to carry said consolidation into effect by all necessary or proper acts for that purpose.

In Witness Whereof the said parties hereto have caused their respective corporate seals to be hereunto affixed, and the same to be attested by their respective presidents and secretaries the day and year first above written.

Signed, sealed and delivered
in the presence of.

The Trenton Horse Railroad Company, (Seal)
By Lewis. Perrine, Jr.,
President.

J. Howard Solomon,
Secretary of The Trenton Horse Railroad Company.

The City Railway Company, (Seal)
By J. H. Blackwell,
President.

George H. Parker,
Secretary of The City Railway Company.

The Hamilton Township Street Railway Company, (Seal)
By H. P. Perrine,
President.

Willard S. Gulick,
Secretary of The Hamilton Township Street Railway Company.

The South Clinton Avenue and Broad Street Railway Company, (Seal)
By Benjamin V. Hill,
President.

Peter E. Hurley,
Secretary of the South Clinton Avenue and Broad Street Railway Company.

State of New Jersey, } ss.
County of Mercer. }

Be it remembered that on the twenty-first day of September, in the year of our Lord eighteen hundred and ninety-one, before me the subscriber a Master in Chancery of the State of New Jersey, personally appeared J. Howard Solomon, known to me to be the secretary of The Trenton Horse Railroad Company, one of the corporations described in and which executed the foregoing agreement who, being by me duly sworn on his oath did depose and say that he is the secretary of said The Trenton Horse Railroad Company, that he knows the corporate seal of the said last mentioned company, and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof, that the said seal was so affixed to the said agreement by order of the board of directors of the said last mentioned company, that Lewis Perrine, Jr., is the president of said last mentioned company, and did sign the said agreement by order of the said board of directors in this deponent's presence, and that this deponent by the like order of the said board of directors did sign his name thereto in attestation of the execution thereof.

James Buchanan,
Master in Chancery of New Jersey.

State of New Jersey, } ss.
County of Mercer. }

Be it remembered that on the twenty-first day of September, in the year of our Lord eighteen hundred and ninety-one, before me the subscriber a Master in Chancery of the State of New Jersey, personally appeared George H. Parker, known to me to be the secretary of The City Railway Company, one of the corporations described in and which executed the foregoing agreement, who being by me duly sworn on his oath did depose and say, that he is the secretary of said The City Railway Company; that he knows the corporate seal of the said last mentioned company, and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the board of directors of the said

company; that Jonathan H. Blackwell is the president of said last mentioned company and did sign the said agreement by order of the said board of directors in this deponent's presence, and that this deponent by the like order of the said board did sign his name thereto in attestation of the execution thereof.

JAMES BUCHANAN,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered that on the twenty-first day of September, in the year of our Lord eighteen hundred and ninety-one, before me the subscriber a Master in Chancery of the State of New Jersey, personally appeared Willard S. Gulick, known to me to be the secretary of The Hamilton Township Street Railway Company, one of the corporations described in and which executed the foregoing agreement, who being by me duly sworn on his oath did depose and say that he is the secretary of said The Hamilton Township Street Railway Company; that he knows the corporate seal of the said last mentioned company and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the board of directors of the said last mentioned company, that Henry P. Perrine is the president of the said last mentioned company and did sign the said agreement by order of the said board of directors in this deponent's presence, and that this deponent by the like order of the said board did sign his name thereto in attestation of the execution thereof.

JAMES BUCHANAN,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered that on the twenty-first day of September, in the year of our Lord eighteen hundred and ninety-one, before me the subscriber a Master in Chancery of the State of New Jersey, personally appeared Peter E. Hurley, known to me to be the secretary of The South Clinton Avenue and Broad Street Rail-

way Company, one of the corporations described in and which executed the foregoing agreement, who being by me duly sworn on his oath did depose and say that he is the secretary of said The South Clinton Avenue and Broad Street Railway Company; that he knows the corporate seal of the said last mentioned company and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the board of directors of the said last mentioned company; that Benjamin V. Hill is the president of the said last mentioned company and did sign the said agreement by order of the said board of directors in this deponent's presence, and that this deponent by the like order of the said board did sign his name thereto in attestation of the execution thereof.

JAMES BUCHANAN,
Master in Chancery of New Jersey.

The undersigned, secretary of The Trenton Horse Railroad Company, hereby certifies that at a meeting of the stockholders of said railroad company held at the corner of Greenwood and South Clinton evenues, in the City of Trenton, on the twenty-eighth day of September, eighteen hundred and ninety-one, at two o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Trenton Horse Railroad Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that thirteen hundred and forty-two votes were cast, of which thirteen hundred and thirty-eight being more than three-fourths of all the votes of all the stockholders of said last mentioned company, were for the adoption of said agreement

In witness whereof I have hereto set my hand and the corporate seal of said The Trenton Horse Railroad Company this

twenty-eighth day of September, eighteen hundred and ninety-one, pursuant to the statute in such case made and provided.

(Seal) J. Howard Solomon,
Secretary of The Trenton Horse Railroad Company.

The undersigned, secretary of The City Railway Company, hereby certifies that at a meeting of the stockholders of said railway company held at the corner of Greenwood and South Clinton avenues, in the City of Trenton, on the twenty-eighth day of September, eighteen hundred and ninety-one, at half past two o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and the South Clinton Avenue and Broad Street Railway Company were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The City Railway Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that eight hundred and ninety-three votes were cast, of which all, being more than three-fourths of all votes of all the stockholders of said last mentioned company, were for the adoption of the said agreement.

In witness whereof I have hereto set my hand and the corporate seal of said The City Railway Company this twenty-eighth day of September, eighteen hundred and ninety-one, pursuant to the statute in such case made and provided.

(Seal) George H. Parker,
Secretary of The City Railway Company.

The undersigned, secretary of The Hamilton Township Street Railway Company, hereby certifies that at a meeting of the stockholders of said railway company held at the corner of Greenwood and South Clinton avenues, in the City of Trenton, on the twenty-eighth day of September, eighteen hundred and ninety-one, at three o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agree-

ment and consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Hamilton Township Street Railway Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that one hundred and ninety-eight votes were cast, of which all, being more than three-fourths of all the votes of all the stockholders of said last mentioned company, were for the adoption of the said agreement.

In witness whereof I have hereto set my hand and the corporate seal of said The Hamilton Township Street Railway Company this twenty-eighth day of September, eighteen hundred and ninety-one, pursuant to the statute in such case made and provided.

(Seal) W. S. Gulick,
Secretary of The Hamilton Township Street Railway Company.

The undersigned, secretary of The South Clinton Avenue and Broad Street Railway Company, hereby certifies that at a meeting of the stockholders of said railway company held at the corner of Greenwood and South Clinton avenues, in the City of Trenton, on the twenty-eighth day of September, eighteen hundred and ninety-one, at half past three o'clock in the afternoon (due notice of the time and place of the said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The South Clinton Avenue and Broad Street Railway Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that ninety-seven votes were cast of which all, being more than three-fourths of all the votes of all the stockholders of said last mentioned company, were for the adoption of the said agreement.

In witness whereof I have hereto set my hand and the corporate seal of said The South Clinton Avenue and Broad Street

Railway Company, this twenty-eighth day of September, eighteen hundred and ninety-one, pursuant to the statute in such case made and provided.

(Seal) PETER E. HURLEY,
Secretary of the South Clinton Avenue and Broad Street Railway Company.

Endorsed.

"Filed September 30th, 1891, and recorded in Book H of Corporations, page 535, &c.

HENRY C. KELSEY,
Secretary of State."

STATE OF NEW JERSEY.

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby Certify that the foregoing is a true copy of Agreement of Consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company, forming The Trenton Passenger Railway Company, Consolidated, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the thirtieth day of September, A. D. 1891, and now remaining on file and of record therein.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth
[L. S.] day of August, A. D. 1915.

THOMAS F. MARTIN,
Secretary of State.

EXHIBIT C 21.

An Ordinance granting to the Trenton Passenger Railway Company the privilege of using Clinton avenue, from Hart avenue to Mulberry street, and of using Mulberry street, from Clinton avenue to Brunswick avenue, for the laying and operating a street railway.

Approved December 18th, 1891.

The Inhabitants of the City of Trenton do ordain:

1. That privilege is hereby given the Trenton Passenger Railway Company to lay a double-track railway on Clinton avenue, from Hart avenue to Mulberry street, and a single or double-track railway, easterly and northerly through Mulberry street to Brunswick avenue.

2. That the privilege hereby granted is upon the express condition that the said the Trenton Passenger Railway Company shall pay into the city treasury for the use of the owners of land abutting said section of Clinton avenue, such sum of money as shall equal the cost of the laying of so much of the vitrified brick pavement now laid on said avenue, as is embraced within the space to be occupied by a single railway track, from said Hart avenue to Olden avenue, and by a double railway track and two feet each side thereof, from said Olden avenue to said Mulberry street.

3. That such tracks shall be laid and constructed in conformity with and subject to the terms and conditions of the city ordinances relating to street railways.

4. That such track or tracks, upon Mulberry street, shall be laid and constructed within six months from the passage of this ordinance, otherwise this ordinance, so far as it relates to the laying of tracks on said Mulberry street, shall not go into effect.

EXHIBIT C 22.

An Ordinance to authorize the Trenton Passenger Railway Company to build, maintain and use a street railway in the borough of Wilbur.

Approved August 30th, 1892.

BE IT ENACTED *by the Mayor and Council of the Borough of Wilbur:*

1. That the Trenton Passenger Railway Company be and they are hereby authorized and empowered to construct, maintain and use a single or double-track railroad, with the necessary turnouts and turntables, on East State street, from the westerly boundary of the borough of Wilbur to the easterly boundary of the borough of Wilbur, and to connect with a railroad on East State street, Trenton; *provided,* that the said railroad and branches shall be constructed, as far as practicable, in the middle of said street; but should it be impossible or inconvenient for the said company to construct the said road or track in the middle of said street, or should such construction interfere with the free and proper enjoyment of the public travel, then the said track shall be laid under the direction and superintendence of the street committee with the approval of the common council, in such location in said street as the said street committee shall designate.

2. That the rails of the said track shall, in all cases, be laid level with the surface or face of the street, and in conformity with the established grade of the said street as the same is now or may hereafter be established; and if the council shall hereafter alter the grade of the street, then the said company shall take up and relay the said track to conform with the said grade, at their own cost and expense, and that the said track shall conform to the gauge of the said railroad as now laid and used in the city of Trenton, that the rail shall be the standard, best and most approved rail for city railways, uniform with the track of said company, and be approved of by the said street committee before being laid; shall be such as to present the least obstruction in every respect to ordinary wagon traffic, and calculated and laid to facilitate as much as practicable the use thereof by ordinary wagons and vehicles.

3. That the said company shall pave, at their own cost and charge, maintain and keep in good repair, that part of said street occupied by them or their said track or road and included between the tracks, and also that part of that street on each side of said track for the distance of eighteen inches, and keep in repair such further distance as the said street may be put out of repair at any time by reason of their said track or road; and the said company laying or maintaining their said road shall not interfere with the crossings of the streets of the said borough any further than may be necessary, and that whenever any of the said crossings shall be interfered with, all such portions thereof lying within the said track and eighteen inches beyond on each side of the same shall be maintained and kept in proper repair by the said company; that the said paving shall be of the following materials and laid in the manner following, to wit: with one line of good Belgian block stone along the inner side and the outer side of every rail and with boulders of uniform size upon the remaining part of said street so to be paved by said company as aforesaid; all bedded in good coarse sand.

4. That nothing in this ordinance contained shall be deemed to restrict the authorities of the borough from exercising full authority over all parts of the streets of the borough for the purpose of digging and excavating for the laying of drains, sewers, culverts, gas and water pipes, and all connections therewith, and making necessary alterations in and repairs to the same; and the same rights are hereby reserved to each and every company that may now or hereafter be duly authorized by council to lay pipes as aforesaid, and whenever the track of said railroad company shall be torn up or interfered with for the purpose aforesaid, by the officers of the borough for borough purposes only, the said railroad company shall relay their said track at their own cost and expense; *provided,* that on the occasion of the using of the said street for the purposes above mentioned in this section, no delay to the running of the cars shall be made or caused in any manner that shall work prejudicially to the interests of said railroad company.

5. That whenever it may be found necessary to lay iron plates, stones or other material across any gutters on the line of said railroad, the same shall be laid at the expense of the said company, from curbstone to curbstone, under the direction and superintend-

ence of the street committee, and the said company shall be required, at all times, to keep the said gutters open and free from obstruction, whether from dirt, ice or any other cause.

6. That the said company shall be liable for all damages done by them, unnecessarily or by carelessness, to private property in laying and maintaining their said road and in running their cars upon the same.

7. That the said the Trenton Passenger Railway Company are hereby authorized and empowered to use electric motors as the propelling power of its cars, to be supplied with electricity from properly-guarded overhead wires, supported by poles at least twenty feet high; which poles shall be of dressed and painted cedar or other suitable wood; to be the standard octagonal pole now in use in the city of Trenton; which poles are to be placed within the curb lines, opposite to each other and connected with steel wires; *provided,* when any of such poles shall be removed or replaced, they shall be replaced with the standard iron or steel pole; that the location and placing of the poles shall be under the supervision of the street committee of said council.

8. That said railroad company shall not, in cleaning off the snow from their track, throw the same on either side thereof in such a manner as to obstruct the passageway for carts and vehicles; and they shall remove gravel, dirt, materials, or other obstruction placed by them in any streets within twenty-four hours after notice shall have been given to any officer of said company by the street committee so to do.

9. That for each and every violation of any of the foregoing provisions of this ordinance, after notice from the said street committee, the said company shall pay a penalty of fifty dollars, and for every continual violation thereof the penalty shall be fifty dollars for each and every day the violation continues; and the said street committee shall have authority, when directed by the common council, to stop the running of all cars upon the said railway if the said company shall refuse to pay the penalties as provided by this section.

10. That the said council hereby reserves to itself the power of altering or amending this ordinance at any future time, whenever it shall become necessary, in its judgment, for the public good so to do; but this ordinance shall not be altered or amended with-

out giving the railroad company a month's written notice, stating amendments to be made.

11. That nothing in this ordinance contained shall be deemed, construed or held in any way to impair the right of the common council to grant to any other company the right to lay and use a track or railway in any of the streets of the said borough.

12. That if the said company should neglect to run cars upon their road for the accommodation of the public for the period of three consecutive months, the common council shall have the right to rent the said railroad to any other person or persons, company or companies, who will be willing to run cars on the same, and to cause the said rent to be paid to the borough collector for the use of the borough; or if the common council shall be unable to rent the said railroad, or to cause the said company to place cars on the same for three months after the same shall have been abandoned as aforesaid by the said company, then the common council shall have the right to cause the said railroad to be removed from the streets or highways of the borough, and to sell and to dispose of the material thereof, and after paying all expenses of such removal and sale, and repairing said streets or highways, pay the balance, if any, to the legal representatives of the said company.

13. That said company shall run cars over said road every half hour each way, and oftener if necessary.

14. That the said company shall have the right at any time to remove their track or road from the streets of the borough, provided they give a guarantee and security to the satisfaction of council, before so doing, to put the road, or any part they may disturb, in as good condition as it may be when they begin to remove their said track.

15. That all persons using the track of said company by ordinary wagons and vehicles, shall turn out to afford free passage for the cars of said company, whenever notified so to do by the driver of any such cars, under a penalty of five dollars for each and every such offense, to be forfeited and paid by the owner, driver or person having the care or charge of said wagon or vehicle.

16. That all persons using the said track with ordinary wagons or vehicles, shall keep the same at least ten feet from the rear of the cars, to prevent injury to passengers getting in or out of the same, under a penalty of five dollars ($5) for each and every

offense, to be forfeited and paid by the owner, driver or person having charge or care of the same, severally and respectively.

17. That the said railroad company shall file in the office of the borough clerk a written acceptance, duly executed by their president, of the provisions of this ordinance, under their corporate seal; and upon failure to file such written acceptance, all rights and privileges to them hereby granted shall cease and be at an end.

18. That the said railway company shall pay for advertising this ordinance according to law; and this ordinance shall not go into effect until payment for said advertising shall have been made by said company.

19. That all ordinances or parts of ordinances inconsistent with the provisions of this ordinance be and the same are hereby repealed.

EXHIBIT C 23.

Copy of Trenton Passenger Railway Company's acceptance of "An ordinance to authorize The Trenton Passenger Railway Company to build, maintain and use a street railway in the borough of Wilbur, approved August 30, 1892.

To all to whom these presents shall come:

The Trenton Passenger Railway Company, consolidated, a company existing under and by virtue of the laws of the State of New Jersey, sends greeting:

Know all men by these presents, that The Trenton Passenger Railway Company, consolidated, have accepted and do hereby accept the provisions and conditions of an ordinance entitled "An ordinance to authorize The Trenton Passenger Railway Company to build, maintain and use a street railway in the Borough of Wilbur; approved August 30th, A. D. 1892" (without waiving or altering any of the rights and privileges heretofore granted said company and its predecessors by the Township of Hamilton).

In witness whereof The Trenton Passenger Railway Company, consolidated, has hereunto set its common seal and caused this instrument

of acceptance to be signed by their president and attested by its secretary this 31st day of August, 1892.

THE TRENTON PASSENGER RAILWAY COMPANY,
[L. S.] (Consolidated).
LEWIS PERRINE, JR., *President.*

Attest:
J. H. SOLOMON,
Secretary.

EXHIBIT C 24.

"Electrification Ordinance."

An Ordinance to authorize the Trenton Passenger Railway Company, Consolidated, to use electric motors as the propelling power of its cars through certain streets and avenues in the city of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved February 12th, 1894.

WHEREAS, The Trenton Passenger Railway Company, Consolidated, a street railway company formed by the merger and consolidation of the Trenton Horse Railway Company, the City Railway Company, the Hamilton Township Street Railway Company and the South Clinton Avenue and Broad Street Railway Company, under and by virtue of the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize horse and street railway companies, incorporated under the laws of this state, to merge and consolidate their corporate franchises and other property," approved February 21st, 1888, and the supplements thereto, entitled to all and singular the rights, privileges and franchises of each of said corporation; *and whereas,* application has been made to the board of public works of the city of Trenton by the Trenton Passenger Railway Company, Consolidated, for permission to use electric motors as the propelling power of its cars through certain streets and avenues of said city; now, therefore,

The Board of Public Works of the City of Trenton do ordain:

1. That permission be and the same is hereby granted to the Trenton Passenger Railway Company, Consolidated, to use electric motors as the propelling power of its cars on its tracks which are hereby authorized to be laid, viz.: on Second street, from the car house to Lalor street; Lalor street to Centre street; Centre street, from Riverview cemetery to South Broad street; South Broad street, from the southerly line of the city to North Broad street, thence to Perry street; Perry street, from North Warren street to North Clinton avenue; North Clinton avenue to Mulberry street; Mulberry street to the southerly line of Brunswick avenue; Coleman street to Cummings avenue; Cummings avenue to Chestnut avenue; Chestnut avenue to Elmer street; Elmer street to Hudson street; Hudson street to Jennie street; Jennie street to South Broad street; State street, from the easterly limits to the westerly limits of the city; North Warren street, from State street to Princeton avenue; Princeton avenue to the city line; Bank street to Willow street; Willow street to Spring street; Spring street to Prospect street; South Clinton avenue, from State street to city line; Stanton street, from South Clinton avenue to South Broad street; Hamilton avenue, from South Clinton avenue to city line; Whittaker avenue, from Hamilton avenue to South Clinton avenue; the said motors to be supplied with electricity from properly guarded overhead wires, supported by poles, which poles shall be of iron or steel on all the streets and avenues as aforesaid, excepting Whittaker avenue, Coleman street, Cummings avenue, Chestnut avenue, Elmer street, Hudson street, Jennie street, Stanton street, South Broad street, from city line to the Delaware and Raritan canal, Second street; Lalor street, Centre street, North Clinton avenue, from the stone bridge to Mulberry street; Mulberry street to the southerly line of Brunswick avenue; North Warren street, from the Feeder to Princeton avenue; Princeton avenue and Spring street; on which streets and avenues the poles shall be of dressed and painted cedar or other suitable wood, which poles are to be placed within the curb lines and connected with steel wires; *provided,* that when any of such wooden poles shall be removed or replaced they shall be replaced with iron or steel poles.

2. The board of public works of the city of Trenton shall have the right from time to time to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number

of trips daily, and number of cars in a train; and the said company, in the operation of its street railway or railways, shall be governed by the provisions of any ordinance or ordinances heretofore passed by the said board of public works or the common council of the city of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

3. That should said company neglect to run cars upon their constructed railways for the accommodation of the public for the space of three consecutive months, the board of public works reserves the right to rent such constructed railways to any other person or company who will be willing to run cars on the same; or in the event of the said board being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then and in such case the said board reserves the right to cause such railway or railways to be removed from the streets and avenues of the city and to sell or dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and of repairing such street or avenue, pay the balance, if any, to the legal representatives of the company.

4. No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers for any distance within the limits of the city of Trenton than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section.

5. That on all streets or avenues in the city of Trenton which are unpaved at the time the said company lays its railway tracks therein, or on which the said company shall have heretofore laid its tracks, the said company shall pave inside the rails and between the tracks of its railway, with one line of good Belgian block stone along the inner side of every rail and with cobble stones of uniform size between the lines of said block stone, and between the tracks; and on the outside of the outer rails with Belgian block stone not less than twelve inches in length, laid transversely to the line of the rail, all to be bedded in good coarse sand; said paving to be taken up when the city orders the balance of the street paved

and to be repaved in such a manner and with such materials as the board of public works of the city of Trenton may direct.

6. That whenever said company shall lay its railroad tracks in any street already paved, said company shall lay its rails to conform to the grade of such street, and shall keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof for the distance of two feet if a double track, and three feet if a single track, if the same be put out of repair by reason of said tracks or road, and shall also repair the pavement such further distance as the same may be put out of repair at any time by reason of said tracks or road.

7. Whenever any paved street, through or upon which the tracks of said company are laid, is ordered repaved by the duly-constituted municipal authorities, then the said company shall repave inside its rails, between its tracks and for two feet if a double track, and three feet if a single track, outside the outer rails, with such material and in such manner as the board of public works may direct.

8. That in all the paved streets now used and occupied by the tracks of said railway company, and in which there is a different kind of pavement inside the rails and between the tracks than the rest of the street is paved with, the said company, upon being notified by the board of public works so to do, shall pave inside its rails and between the tracks with the same kind of material as the remainder of the street is paved with; *provided, however,* that the said company shall not, under the provisions of this section, be required to pave more than two thousand square yards in any one year.

9. Said company shall also pave at the intersection or crossing of any other railway tracks the whole distance between all the rails at the said crossing, and all cross-walks which may be taken up by said company in the construction or repair of its tracks, shall be relaid by the said company; and at all crossings of streets or the gutters thereof which the tracks of said company shall pass over, a proper culvert covered with iron or stone, the whole width of the street, shall be laid at the cost or expense of the said company, and shall be constructed under the direction of the city surveyor of said board; and all tracks shall be located and laid under the direction of said board of public works and subject to the approval thereof.

10. All streets or avenues which require grading, preparatory to laying of said tracks, shall be graded by or at the expense of said company, to the same extent as in case of paving above mentioned; all work to be done under the direction of and on notice by the board of public works of the city of Trenton.

11. Said company shall, immediately after every snow storm, remove the snow fallen upon their tracks in a manner satisfactory to the street commissioner; the street commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off of the line of any street, and in case said company shall fail to commence to remove such snow from such streets within six hours after receiving notice in writing from said street commissioner, and thereafter to remove the same with all possible dispatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the street commissioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the city of Trenton.

12. The said company shall pay to the city clerk of the city of Trenton, for the use of said city, as partial compensation for the franchises hereby granted, between the first and fifteenth days of January in each and every year, a license fee of fifteen dollars for each and every car used by said company for carrying passengers, and the city clerk shall furnish to the said company a certificate of such payment, which shall be placed in a conspicuous position in the car so licensed, and the said certificate shall contain the number of the car for which the license is granted; for any violation of the provisions of this section the said company shall be subject to a penalty of twenty-five dollars to be forfeited and paid according to law.

13. That the tracks to be laid for any railway lines of said company in the streets designated in this ordinance shall not be wider than five feet two inches gauge, and the rails shall be flanged girder rails of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved of by the board of public works, and shall be such as to present the least obstruction in every respect to ordinary wagon travel, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

14. That whenever and wherever it may be found necessary to lay iron plates or other material across any gutter along the lines of railroad of said company, the same shall be laid by and at the expense of the said company, from curbstone to curbstone, under the direction and supervision of the city surveyor; and the said company shall keep the said gutters at all times open and free from all obstructions, whether by dirt, ice or from any other cause.

15. All persons driving vehicles on the street railways of said company in any of the streets aforesaid, in the direction that the cars travel on such track, shall have the right to the railway track when meeting any other vehicle going in the opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirely off of such track; and any driver of a vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong or by a request of the conductor, driver or motorman on such car, immediately turn and drive his vehicle entirely off of such track, so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before the police justice of the city of Trenton.

16. That whenever it shall be found necessary on behalf of the city to occupy all or any portion of any street or avenue, whereupon the street railroad of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water-pipes, or any alteration or improvement that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power and authority to make such alterations, regulations or improvement, without recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement as herein recited, directed to be done or to be performed by authority of the board of public works, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interests of said company.

17. The said company, when the work of laying its tracks on the streets and avenues designated shall have commenced, shall proceed without any delay to the completion of such work of laying of such track or tracks within the limits of the city; and if the said company shall stop or delay its work before completion for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the board of public works, then the permission and consent hereby given to lay such tracks on such street or portion of a street, whereon such neglect or delay to complete such work shall occur, shall be null and void, and the said board shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company and restore such street to a proper condition.

18. That nothing contained in this ordinance shall be deemed, construed or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except by and with the express consent and authority of the board of public works; all the railway tracks of said company shall be laid in the streets or avenues of the city at the established grade thereof.

19. That the permission and consent for the use of poles, as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. Said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction, and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the streets within the curb line, to be of the material as provided in section 1, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded;

Second. The location and placing of the poles shall be under the supervision and direction of the board of public works of the city of Trenton, or its authorized agents;

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart;

Fourth. The said the Trenton Passenger Railway Company, Consolidated, before commencing the construction of its plant or any part thereof from time to time, or before making any changes in or additions to its tracks as they now exist, shall present to the said board of public works a detailed plan or description in writ-

ing of such proposed construction or constructions, changes or additions, the same to be approved by the said board before any work is done under the permission hereby granted;

Fifth. That said company shall establish and maintain a system of transfers for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company, and said company shall also give and receive like transfers to and from the lines of other street railways upon any equitable basis that can be agreed upon between such companies; and in case of failure of said company and any other street railway company to agree upon any such equitable basis of transfer, the question shall be submitted to arbitrators, one to be chosen by each of the disagreeing companies, a like number by the said board of public works, and a fifth by those so chosen, the decision of the majority of such arbitrators to be final and conclusive and binding upon each of the companies; *provided,* the foregoing provisions of this section shall not be deemed or construed to require transfers to be given or received to and from lines running in the same direction substantially parallel; which said system shall be submitted to the board of public works of the city of Trenton for approval, upon demand being made by said board, and shall be subject to any future regulations of the said board;

Sixth. The said the Trenton Passenger Railway Company, Consolidated, is to maintain gates upon the sides of the platforms of its cars so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb; all cars placed upon the lines of said company shall be of the most improved pattern, and, except summer or open cars and trail cars, shall have enclosed platforms;

Seventh. That the said company shall commence the construction of the electric system on the first day of April, one thousand eight hundred and ninety-four, or as soon thereafter as the plans required to be submitted by the company are approved by the board of public works, and complete the same on or before the first day of January, one thousand eight hundred and ninety-seven; and in case the said company are delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or equity, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much

additional time for completing said works of construction and equipment as shall be consumed by any such legal process or suit at law or equity;

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the commissioners of the fire department of the city of Trenton to make all necessary rules and regulations for the cutting or removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires;

Ninth. That all posts and poles, wires and overhead constructions, made and constructed from time to time or at any time by said company within the city of Trenton, shall be made, erected and constructed under the supervision and to the satisfaction of the board of public works of said city.

20. That the consent and permission, rights and privileges hereby granted and given the said the Trenton Passenger Railway Company, Consolidated, on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to in anywise be restricted or abridged by any limitation, restriction or provision contained in any existing ordinance of the city of Trenton in force or effect at the time of the passage of this ordinance.

21. The said company, upon the taking effect of this ordinance and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the clerk of the board of public works of the city of Trenton, a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the board of public works, thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained, to be observed, kept and performed.

22. That this ordinance shall not take effect until the said the Trenton Passenger Railway Company, Consolidated, shall pay the charges for printing the same.

New Jersey State Library

EXHIBIT C 25.

Certified Copy of Agreement Btween The Trenton Passenger Railway Company, Consolidated, and The Inhabitants of the City of Trenton.

"Electrification Ordinance" of February 12, 1894.

TRENTON, N. J., March 30th, 1894.

This is to certify that an agreement between the Trenton Passenger Railway Company, Consolidated, and The Inhabitants of the City of Trenton, accepting the provisions of an ordinance entitled "An ordinance to authorize the Trenton Passenger Railway Company, Con., to use electric motors as the propelling power of its cars through certain streets and avenues in the city of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," approved February 12th, 1894, was filed with the clerk of the said Board of Public Works on the thirtieth day of March, A. D. eighteen hundred and ninety-four, as is provided in said ordinance.

G. B. LA BARRE,
Clerk Board of Public Works.

This agreement, made this twenty-ninth day of March, eighteen hundred and ninety-four, between the Trenton Passenger Railway Company, Consolidated, a corporation existing under and by virtue of the laws of the State of New Jersey, party of the first part, and the Inhabitants of the City of Trenton, a municipal corporation, party of the second part, witnesseth:

That, whereas, application was made to the Board of Public Works of the city of Trenton, by the party of the first part, for permission to use electric motors as the propelling power of its cars through certain streets and avenues of the city of Trenton and that in pursuance of said application the Board of Public Works of the city of Trenton, in due form of law, did, on the eighth day of February ultimo, finally pass an ordinance entitled "An ordinance to authorize the Trenton Passenger Railway Company, Consolidated, to use electric motors as the propelling power of its cars

through certain streets and avenues in the city of Trenton and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," which said ordinance was duly approved by his honor the mayor of the city of Trenton on the twelfth day of February ultimo, and which said ordinance besides conferring certain rights, privileges, franchises and licenses upon the party of the first part, imposes certain restrictions, limitations and impositions upon the said party of the first part and contains the proviso, among others, that before exercising any rights and privileges by the said ordinance conferred and as a condition precedent, the said party of the first part shall file with the clerk of the Board of Public Works of the city of Trenton a contract to be drawn and approved as to form by the city counsel of the city of Trenton and to be approved by the Board of Public Works thereof, whereby and wherein the said party of the first part shall covenant and agree with the municipality of the city of Trenton for and on account of the rights, privileges and advantages thereby granted, to abide by and fully perform all the matters and things in said ordinance contained, on its part to be observed, kept and performed, as by the said ordinance or the record thereof will more fully and at large appear.

Now this agreement witnesseth, that for and in consideration of the premises and of the rights and privileges, franchises and licenses by the said ordinance conferred upon and granted to the party of the first part and for and in consideration of the sum of one dollar by the party of the second part to the party of the first part in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part for itself and its successors does hereby covenant and agree to and with the said party of the second part and their successors, that it, the said party of the first part, does hereby accept the aforesaid ordinance and all of its provisions and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors forever hereafter shall be bound by, observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisos directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and

bestowed to and upon the said party of the first part. It being the express intention of the said party of the first part by this agreement to accept the aforesaid ordinance and to be bound by all of its restrictions, limitations, impositions and conditions, fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In testimony whereof, the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary all on the day and year first above written.

THE TRENTON PASSENGER RAILWAY COMPANY
(CONSOLIDATED),
By LEWIS PERRINE, JR.,
President.

Attest:
J. HOWARD SOLOMON,
Secretary.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered that on the twenty-ninth day of March, eighteen hundred and ninety-four, before me, the subscriber, a master in chancery of the State of New Jersey, personally appears J. Howard Solomon, who, being by me duly sworn, doth depose and make proof to my satisfaction, that he well knows the corporate seal of the Trenton Passenger Railway Company, Consolidated, the grantor named in the foregoing deed of agreement; that the seal thereto affixed is the proper corporate seal of the said company; that the same was so affixed thereto and the said deed signed and delivered by Lewis Perrine, Jr., who was at the date and execution thereof the president of said company in the presence of the said deponent, as the voluntary act and deed of the said company, and that the said deponent thereupon signed the same as subscribing witness.

J. HOWARD SOLOMON.

Sworn and subscribed before me
this twenty-ninth day of March,
1894.

R. S. WOODRUFF,
M. C. C.

Certified from page 120, Ordinances of Board of Public Works.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 25, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 26.

Certified Copy of Certificate of Incorporation of The Mulberry Street Passenger Railway Company.

This is to certify that we, Henry C. Moore, Robert S. Woodruff, Jonathan H. Blackwell, Ferdinand W. Roebling, Peter E. Hurley, B. Frank Abbett, Levi T. Hannum and J. Howard Solomon, do hereby associate themselves together for the purpose of forming a corporation to construct, maintain and operate a street railway, for the transportation of passengers in the City of Trenton, Mercer County, New Jersey, under and by virtue of the provisions of an act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six, and the supplements thereto; and to that end we do by this our certificate set forth:

First—That the name which we have assumed, and do hereby assume, to designate such company, and to be used in its business and dealings is The Mulberry Street Passenger Railway Company.

Second—The number of years the said company is to continue is one hundred, from and after the date of these articles of association.

Third—The points to and from which the said street railway is to be constructed and the route of the same, are as follows: Beginning at the junction of Mulberry Street and North Clinton Avenue in the City of Trenton, thence north and west through Mulberry Street to the Pennsylvania Railroad Crossing.

Fourth—The length of said proposed road as near as may be, is two thousand feet.

Fifth—The name of the municipality in which it is intended to construct, maintain and operate said street railway is the City of Trenton.

Sixth—The amount of the capital of the said The Mulberry Street Passenger Railway Company is twelve thousand five hundred dollars divided into one hundred and twenty-five shares of the par value of one hundred dollars each.

Seventh—The names and residences of the directors of the said The Mulberry Street Passenger Railway Company, who shall serve for one year and until their successors shall have been chosen, a majority of whom are inhabitants of the City of Trenton, are as follows: Henry C. Moore, Trenton, New Jersey; Robert S. Woodruff, Trenton, New Jersey; Jonathan H. Blackwell, Trenton, New Jersey; Peter E. Hurley, Trenton, New Jersey; B. Frank Abbett, Trenton, New Jersey; Levi T. Hannum, Trenton, New Jersey, and Ferdinand W. Roebling, Trenton, New Jersey.

Eighth—The period at which the said company shall commence is the fourteenth day of September, eighteen hundred and ninety-seven, and the period at which it shall terminate is the fourteenth day of September, nineteen hundred and ninety-seven.

In witness whereof we have hereunto set our hands and seals this fourteenth day of September, A. D. eighteen hundred and ninety-seven.

Name of Subscriber.		*Residence.*	*No. of Shares.*
Henry C. Moore,	L. S.	Trenton, N. J.	Forty-four (44)
B. Frank Abbett,	L. S.	Trenton, N. J.	One (1)
J. Howard Solomon,	L. S.	Trenton, N. J.	One (1)
Levi T. Hannum,	L. S.	Trenton, N. J.	One (1)
R. S. Woodruff,	L. S.	Trenton, N. J.	One (1)
Ferdinand W. Roebling,	L. S.	Trenton, N. J.	(One)
P. E. Hurley,	L. S.	Trenton, N. J.	(One)
Jonathan H. Blackwell,	L. S.	Trenton, N. J.	(One)

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered that on this fourteenth day of September, eighteen hundred and ninety-seven, before me a Master in Chancery of New Jersey, personally appeared Henry C. Moore, Robert S. Woodruff, Jonathan H. Blackwell, Ferdinand W. Roebling,

Peter E. Hurley, B. Frank Abbett, Levi T. Hannum and J. Howard Solomon, who I am satisfied are the persons named in and who executed the annexed certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

JOHN H. BACKES,
M. C. C. of N. J.

STATE OF NEW JERSEY, }
COUNTY OF MERCER. } *ss.*

Henry C. Moore, Robert S. Woodruff, Jonathan H. Blackwell, Peter E. Hurley, B. Frank Abbett, Levi T. Hannum and Ferdinand W. Roebling, being duly sworn on their respective oaths say: that they are seven of the directors of The Mulberry Street Passenger Railway Company, the corporation mentioned in the certificate or articles of incorporation hereto annexed; that the length of the street railway which the said company intend to construct is two thousand feet as nearly as may be; that the amount of the capital stock of the said company is twelve thousand five hundred dollars, all of which has been subscribed in good faith, and that an installment of twenty per cent. thereof has been paid in cash to the directors named in the said articles of association, and the said company intend in good faith to construct, maintain and operate the road mentioned in the said articles of association, or as its route may be designated by the authorities of the city of Trenton.

Sworn and subscribed before me this fourteenth day of September, 1897.

JOHN H. BACKES,
M. C. C. of N. J.

HENRY C. MOORE.
R. S. WOODRUFF.
J. H. BLACKWELL.
P. E. HURLEY.
B. FRANK ABBETT.
FERDINAND W. ROEBLING.
L. T. HANNUM.

STATE TREASURER'S OFFICE.

TRENTON, N. J., Sept. 14th, 1897.

Received from the Directors named in the foregoing Articles of Association of The Mulberry Street Passenger Railway Co. the sum of seven hundred and sixty dollars ($760), being an amount equal to Two Thousand Dollars ($2,000.00) per mile of the railway proposed to be constructed under the said Articles of Association, the same being deposited with me, as required by "An act to provide for the incorporation of Street Railway Companies and to regulate the same," approved April 6, 1886.

GEO. B. SWAIN,
State Treasurer.

Endorsed:

"Filed Sep. 14, 1897.
"GEORGE WURTS,
"Secretary of State."

STATE OF NEW JERSEY,

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the Certificate of Incorporation of The Mulberry Street Passenger Railway Company, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the fourteenth day of September, A. D. 1897, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

THOMAS F. MARTIN,
Secretary of State.

EXHIBIT C 27.

An Ordinance to authorize the Mulberry Street Passenger Railway Company to lay tracks and to use electric motors as the propelling power of its cars through a portion of Mulberry street, in the city of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved October 23d, 1897.

WHEREAS, Application has been made to the common council of the city of Trenton by the Mulberry Street Passenger Railway Company for permission to lay tracks and to use electric motors as the propelling power of its cars through a portion of Mulberry street, of said city; now, therefore,

The Inhabitants of the City of Trenton do ordain:

1. That permission be and the same is hereby granted to the Mulberry Street Passenger Railway Company to lay tracks and to use electric motors as the propelling power of its cars on said tracks, which are hereby authorized to be laid, viz.: beginning at the junction of Mulberry street and North Clinton avenue, thence north and west through Mulberry street to the Pennsylvania railroad crossing; the said motors to be supplied with electricity from properly-guarded overhead wires, supported by poles, which poles shall be of dressed and painted cedar or other suitable wood, which poles are to be placed within the curb lines and connected with steel wires; *provided,* that when any of such wooden poles shall be removed or replaced, they shall be replaced with iron or steel poles.

2. The common council of the city of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number of trips daily and the number of cars in a train; and the said company, in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed by the said common council of the city of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

3. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the common council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or in the event of said common council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then and in such case the common council reserves the right to cause such railway to be removed from the said street and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale and of repairing such street, pay the balance, if any, to the legal representatives of the company.

4. No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section.

5. The said company shall pave inside the rails and between the tracks of its railway with one line of good Belgian block stone along the inner side of every rail, and with cobble stones of uniform size between the lines of said block stones and between the tracks; and on the outside of the outer rails with Belgian block stone not less than twelve inches in length, laid transversely to the line of the rail, all to be bedded in good coarse sand; said paving to be taken up when the city orders the street paved, and to be repaved by said company in such manner and with such materials as the common council of the city of Trenton may direct.

6. That said company shall lay its rails to conform to the grade of such street, and when the city shall order the said street to be paved, then the said company shall pave and keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof for the distance of two feet if a double track, and three feet if a single track.

7. Said company shall also pave at the intersection or crossing of any other railway tracks the whole distance between all the rails at the said crossing; and all crosswalks which may be taken up by said company in the construction or repair of its tracks

shall be relaid by the said company; and at all crossings of streets or the gutters thereof, which the tracks of said company shall pass over, a proper culvert covered with iron or stone, the whole width of the street, shall be laid at the cost or expense of the said company, and shall be constructed under the direction of the city surveyor of said city; and all tracks shall be located and laid under the direction of said common council and subject to the approval thereof.

8. That said street, preparatory to the laying of said tracks, shall be graded by or at the expense of said company, to the same extent as in case of paving above mentioned; all work to be done under the direction of and on notice by the common council of the city of Trenton.

9. Said company shall, immediately after every snowstorm, remove the snow fallen upon their tracks, in a manner satisfactory to the street commissioner; the street commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off the line of said street, and in case said company shall fail to commence to remove said snow from such streets within six hours after receiving notice in writing from said street commissioner, and thereafter to remove the same with all possible dispatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the street commissioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the city of Trenton.

10. The said company shall pay to the city clerk of the city of Trenton, for the use of said city, as partial compensation for the franchises hereby granted, between the first and fifteenth days of January in each and every year, a license fee of fifteen dollars for each and every car used by said company for carrying passengers, and the city clerk shall furnish to the said company a certificate of such payment, which shall be placed in a conspicuous position in the car so licensed, and the said certificate shall contain the number of the car for which the license is granted; for any violation of the provisions of this section the said company shall be subject to a penalty of twenty-five dollars, to be forfeited and paid according to law.

11. That the tracks to be laid for any railway lines of said company in the street designated in this ordinance shall not be wider than the five feet two inches gauge, and the rails shall be flanged girder rails of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved by the common council, and shall be such as to present the least obstruction in every respect to ordinary wagon travel, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

12. That whenever and wherever it may be found necessary to lay iron plates or other material across any gutter along the lines of railroad of said company, the same shall be laid by and at the expense of said company, from curbstone to curbstone, under the direction and supervision of the city surveyor; and the said company shall keep the said gutters at all times open and free from all obstructions, whether by dirt, ice or from any other cause.

13. All persons driving vehicles on the said railways of said company, in any of the streets aforesaid, in the direction that the cars travel on such track, shall have the right to the railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirely off of such track; and any driver of a vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong, or by request of the conductor, driver or motorman on such car, immediately turn and drive his vehicle entirely off of such track so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before the police justice of the city of Trenton.

14. That whenever it shall be found necessary, on behalf of the city, to occupy all or any portion of any street or avenue whereupon the street railroad company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water pipes, or any alteration or improvement that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power and authority to make such alteration, regulation or improvement, with-

out recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement as herein recited, directed to be done or to be performed by authority of the common council, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interests of said company.

15. That said company, when the work of laying its tracks on the street designated shall have commenced, shall proceed without any delay to the completion of such work of laying of such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the common council, then the permission and consent hereby given to lay such tracks on such street shall be null and void, and the said common council shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company and restore such street to a proper condition.

16. That nothing contained in this ordinance shall be deemed, or construed, or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except by and with the express consent and authority of the common council.

17. That the permission and consent for the use of poles as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. Said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction, and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the streets within the curb line, to be of the material as provided for in section 1, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded;

Second. The location and placing of the poles shall be under the supervision and direction of the common council of the city of Trenton, or its authorized agents;

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart;

Fourth. The said the Mulberry Street Passenger Railway Company, before commencing the construction of its plant or any part thereof, from time to time shall present to the said common council a detailed plan or description in writing of such proposed construction of constructions, the same to be approved by the said common council before any work is done under the permission hereby granted;

Fifth. That said company shall establish and maintain a system of free transfers with the Trenton Passenger Railway Company, for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company, or owned and operated by the said Trenton Passenger Railway Company, Consolidated;

Sixth. The said Mulberry Street Passenger Railway Company is to maintain gates upon the sides of the platforms of its cars, so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb; all cars placed upon the lines of said company shall be of the most improved pattern, and, except summer open cars and trail cars, shall have enclosed platforms;

Seventh. That the said company shall commence the construction of the said electric railroad on the first day of December, one thousand eight hundred and ninety-seven, or as soon thereafter as the plans required to be submitted by the company are approved by the committee on railroads of the common council, and complete the same on or before the first day of February, one thousand eight hundred and ninety-eight, and in case the said company are delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or equity, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing the said works of construction and equipment as shall be consumed by any such legal process or suit at law or equity;

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the commissioners of the fire department of the city of Trenton to make all necessary rules and regulations for the cutting or removal of

overhead wires of said company for the purpose of more readily and safely extinguishing fires;

Ninth. That all posts and poles, wires and overhead constructions, made and constructed from time to time or at any time by said company within the city of Trenton, shall be made, erected and constructed under the supervision and to the satisfaction of the common council of said city.

18. That the consent and permission, rights and privileges hereby granted and given the said the Mulberry Street Passenger Railway Company on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to in anywise be restricted or abridged by any limitation, restriction or provision contained in any existing ordinances of the city of Trenton in force or effect at the time of the passage of this ordinance.

19. The said company, upon the taking effect of this ordinance and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the city clerk of the city of Trenton a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council, thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

20. That this ordinance shall not take effect until the said the Mulberry Street Passenger Railway Company shall pay the charges for printing the same.

EXHIBIT C 28.

Certified Copy of Certificate of Incorporation of The Pennington Avenue Passenger Railway Company.

This is to certify that we, Henry C. Moore, Robert S. Woodruff, Ferdinand W. Roebling, Jonathan H. Blackwell, Peter E.

Hurley, B. Frank Abbett, Levi T. Hannum and J. Howard Solomon do hereby associate themselves together for the purpose of forming a corporation to construct, maintain and operate a street railway, for the transportation of passengers in the City of Trenton, Mercer County, New Jersey, under and by virtue of the provisions of an act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six, and the supplements thereto; and to that end we do by this our certificate set forth:

First—That the name which we have assumed, and do hereby assume, to designate such company, and to be used in its business and dealings is The Pennington Avenue Passenger Railway Company.

Second—The number of years the said company is to continue is one hundred, from and after the date of these articles of association.

Third—The points to and from which the said street railway is to be constructed and the route of the same, are as follows: Beginning at the junction of Pennington avenue and Warren street, at the Battle Monument in the City of Trenton, thence west and north through Pennington avenue to the division line of the City of Trenton and the Township of Ewing.

Fourth—The length of said proposed road as may be, is two thousand feet.

Fifth—The name of the municipality in which it is intended to construct, maintain and operate said street railway is the City of Trenton.

Sixth—The amount of the capital of the said The Pennington Avenue Passenger Railway Company is twelve thousand five hundred dollars divided into one hundred and twenty-five shares of the par value of one hundred dollars each.

Seventh—The names and residences of the directors of the said The Pennington Avenue Passenger Railway Company, who shall serve for one year and until their successors shall have been chosen, a majority of whom are inhabitants of the City of Trenton, are as follows: Henry C. Moore, Trenton, New Jersey; Robert S. Woodruff, Trenton, New Jersey; Ferdinand W. Roebling, Trenton, New Jersey; Peter E. Hurley, Trenton, New Jersey; B. Frank Abbett, Trenton, New Jersey; Levi T. Hannum, Tren-

ton, New Jersey, and Jonathan H. Blackwell, Trenton, New Jersey.

Eighth—The period at which the said company shall commence is the fourteenth day of September, eighteen hundred and ninety-seven, and the period at which it shall terminate is the fourteenth day of September, nineteen hundred and ninety-seven.

In witness whereof, we have hereunto set our hands and seals, this fourteenth day of September, A. D. eighteen hundred and ninety-seven.

Name of Subscriber.	*Residence.*	*No. of Shares.*
Henry C. Moore, (Seal)	Trenton, New Jersey,	Forty-four (44)
B. Frank Abbett, (Seal)	Trenton, New Jersey,	One (1)
J. Howard Solomon, (Seal)	Trenton, New Jersey,	One (1)
Levi T. Hannum, (Seal)	Trenton, New Jersey,	One (1)
R. S. Woodruff, (Seal)	Trenton, New Jersey,	One (1)
Ferdinand W. Roebling, (Seal)	Trenton, New Jersey,	One (1)
P. E. Hurley, (Seal)	Trenton, New Jersey,	One (1)
Jonathan H. Blackwell, (Seal)	Trenton, New Jersey,	One (1)

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered that on this fourteenth day of September, eighteen hundred and ninety-seven, before me, a Master in Chancery of New Jersey, personally appeared Henry C. Moore, Robert S. Woodruff, Ferdinand W. Roebling, Jonathan H. Blackwell, Peter E. Hurley, B. Frank Abbett, Levi T. Hannum and J. Howard Solomon, who I am satisfied are the persons named in and who executed the annexed certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

JOHN H. BACKES,
M. C. C. of N. J.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Henry C. Moore, Robert S. Woodruff, Ferdinand W. Roebling, Peter E. Hurley, B. Frank Abbett, Levi T. Hannum and Jona-

than H. Blackwell, being duly sworn on their respective oaths, say: that they are seven of the directors of The Pennington Avenue Passenger Railway Company, the corporation mentioned in the certificate of articles of incorporation hereto annexed; that the length of the street railway which the said company intend to construct is two thousand feet as nearly as may be; that the amount of the capital stock of the said company is twelve thousand five hundred dollars, all of which has been subscribed in good faith, and that an installment of twenty per cent. thereof has been paid in cash to the directors named in the said articles of association, and that the said company intend in good faith to construct, maintain and operate the road mentioned in the said articles of association, or as its route may be designated by the authorities of the City of Trenton.

Sworn and subscribed before me, this fourteenth day of September, 1897.

JOHN H. BACKES,
M. C. C. of N. J.

HENRY C. MOORE,
R. S. WOODRUFF,
J. H. BLACKWELL,
B. FRANK ABBETT,
L. T. HANNUM,
FERDINAND W. ROEBLING,
P. E. HURLEY.

STATE TREASURER'S OFFICE.

Trenton, N. J., Sept. 14th, 1897.

Received from the directors named in the foregoing articles of association of the The Pennington Avenue Passenger Railway Company the sum of seven hundred and sixty dollars ($760) being an amount equal to two thousand dollars ($2,000) per mile of the railway proposed to be constructed under the said articles of association, the same being deposited with me, as required by "An act to provide for the incorporation of street railway companies and to regulate the same," approved April 6th, 1886.

GEO. B. SWAIN,
State Treasurer.

Endorsed:

"Filed September 14th, 1897.

GEORGE WURTS,
Secretary of State."

STATE OF NEW JERSEY.

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the Certificate of Incorporation of The Pennington Avenue Passenger Railway Company, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the fourteenth day of September, A. D. 1897, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

THOMAS F. MARTIN,
Secretary of State.

EXHIBIT C 29.

An Ordinance to authorize the Pennington Avenue Passenger Railway Company to lay tracks and to use electric motors as the propelling power of its cars, through certain streets and avenues in the city of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved December 22d, 1897.

WHEREAS, Application has been made to the common council of the city of Trenton, by the Pennington Avenue Passenger Railway Company, for permission to lay tracks and to use electric motors as the propelling power of its cars through Pennington avenue; now, therefore,

The Inhabitants of the City of Trenton do ordain:

1. That permission be and the same is hereby granted to the Pennington Avenue Passenger Railway Company to lay tracks

and to use electric motors as the propelling power of its cars on said tracks, which are hereby authorized to be laid, viz.: beginning at the junction of Pennington avenue and Warren street, at the Battle Monument; thence west and north through Pennington avenue, to the division line of the city of Trenton and the township of Ewing; the said motors to be supplied with electricity from properly-guarded overhead wires, supported by poles, which poles shall be of dressed and painted cedar or other suitable wood, and which poles are to be placed within the curb line and connected with steel wires; *provided,* that whenever any of such wooden poles shall be removed or replaced, they shall be replaced with iron or steel poles.

2. The common council of the city of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number of trips daily, and number of cars in a train; and the said company in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed by the said common council of the city of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

3. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the common council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or in the event of said common council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then and in such case the common council reserves the right to cause such railway to be removed from the said street, and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and of repairing such street, pay the balance, if any, to the legal representatives of the company.

4. No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section.

5. The said company shall pave inside the rails and between the tracks of its railway with good Belgian block stone of uniform size; and on the outside of the outer rails with Belgian block stone not less than twelve inches in length, laid transversely to the line of the rail, all to be bedded in good coarse sand.

6. That said company shall lay its rails to conform to the grade of such street, and when the city shall order the said street to be paved, then the said company shall pave and keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof for the distance of two feet if a double track, and three feet if a single track.

7. Said company shall also pave at the intersection or crossing of any other railway tracks the whole distance between all the rails at the said crossing, and all cross-walks which may be taken up by said company in the construction or repair of its tracks shall be relaid by the said company; and at all crossings of streets or the gutters thereof, over which the tracks of said company shall pass, a proper culvert covered with iron or stone, the whole width of the street, shall be laid at the cost and expense of the said company, and shall be constructed under the direction of the city surveyor of said city; and all tracks shall be located and laid under the direction of said common council and subject to the approval thereof.

8. That said street, preparatory to the laying of the said tracks, shall be graded by or at the expense of said company, to the same extent as in the case of paving above mentioned; all work to be done under the direction of and on notice by the common council of the city of Trenton.

9. Said company shall, immediately after every snow storm, remove the snow fallen upon their tracks in a manner satisfactory to the street commissioner; the street commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off the line of said street, and in case said company shall fail to commence to remove said snow from such streets within six hours after receiving notice in writing from said street commissioner, and thereafter to remove the same with all possible dispatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the street commissioner shall be conclusive evidence of the cost of such removal; the notice above

mentioned may be left at the office of the company in the city of Trenton.

10. The said company shall pay to the city clerk of the city of Trenton, for the use of said city, as partial compensation for the franchises hereby granted, between the first and fifteenth days of January in each and every year, a license fee of fifteen dollars for each and every car used by said company for carrying passengers, and the city clerk shall furnish to the said company a certificate of such payment, which shall be placed in a conspicuous position in the car so licensed, and the said certificate shall contain the number of the car for which the license is granted; for any violation of the provisions of this section the said company shall be subject to a penalty of twenty-five dollars, to be forfeited and paid according to law.

11. That the tracks to be laid for any railway lines of said company in the street designated in this ordinance shall not be wider than five feet two inches gauge, and the rails shall be flanged girder rails of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved by the common council, and shall be such as to present the least obstruction in every respect to ordinary wagon travel, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

12. That whenever and wherever it may be found necessary to lay iron plates or other materials across any gutter along the lines of railroad of said company, the same shall be laid by and at the expense of said company, from curbstone to curbstone, under the direction and supervision of the city surveyor; and the said company shall keep the said gutters at all times open and free from all obstructions, whether by dirt, ice or from any other cause.

13. All persons driving vehicles on the said railways of said company, in any of the streets aforesaid, in the direction that the cars travel on such track, shall have the right to the railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirely off of such track; and any driver of a vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong, or by request of the conductor, driver or motorman on such car, immediately turn out and drive his vehicle entirely off of such

track, so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before the police justice of the city of Trenton.

14. That whenever it shall be found necessary, on behalf of the city, to occupy all or any portion of any street or avenue whereupon the street railroad of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water-pipes, or any alteration or improvement that may, from time to time, be found necessary, the proper municipal authorities of the city shall have full and entire power to make such alteration, regulation or improvement, without recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement, as herein recited, directed to be done or to be performed by authority of the common council, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interests of said company.

15. That said company, when the work of laying its tracks on the street designated shall have commenced, shall proceed without any delay to the completion of such work of laying such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the common council, then the permission and consent hereby given to lay such tracks on such street shall be null and void, and the said common council shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company, and restore such street to a proper condition.

16. That nothing contained in this ordinance shall be decreed, construed or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except by and with the express consent and authority of the common council.

17. That the permission and consent for the use of poles, as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. Said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction, and to string thereon the necessary wires, such poles to be placed, as nearly as practicable, opposite each other on the sides of the streets within the curb line, to be of the material as provided for in section 1, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded;

Second. The location and placing of the poles shall be under the supervision and direction of the common council of the city of Trenton, or its authorized agents;

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart;

Fourth. The said company, before commencing the construction of its plant, or any part thereof, from time to time, shall present to the said common council a detailed plan or description in writing of such proposed construction or constructions, the same to be approved by the said common council before any work is done under the permission hereby granted;

Fifth. That said company shall establish and maintain a system of free transfers with the Trenton Passenger Railway Company, for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company, or owned and operated by the said Trenton Passenger Railway Company, Consolidated;

Sixth. The said company is to maintain gates upon the sides of the platforms of its cars, so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb; all cars placed upon the lines of said company shall be of the most improved pattern, and, except summer open cars and trail cars, shall have enclosed platforms;

Seventh. That the said company shall commence the construction of the said electric railroad on the first day of February, one thousand eight hundred and ninety-eight, or as soon thereafter as the plans required to be submitted by the company are approved by the committee on railroads of the common council, and complete the same on or before the first day of May, one thousand eight hundred and ninety-eight; and in case the said company are

delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or equity, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said works of construction and equipment as shall be consumed by any such legal process or suit at law or equity;

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the commissioners of the fire department of the city of Trenton to make all necessary rules and regulations for the cutting or removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires;

Ninth. That all posts and poles, wires and overhead constructions, made and constructed from time to time, or at any time, by said company within the city of Trenton, shall be made, erected and constructed under the supervision and to the satisfaction of the common council of said city.

18. That the consent and permission, rights and privileges hereby granted and given the said company, on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to in anywise be restricted or abridged by any limitation, restriction or provision contained in any existing ordinances of the city of Trenton in force or effect at the time of the passage of this ordinance.

19. That said company, upon the taking effect of this ordinance and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the city clerk of the city of Trenton a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council, thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained, to be observed, kept and performed.

20. That this ordinance shall not take effect until the said the Pennington Avenue Passenger Railway Company shall pay the charges for printing the same.

EXHIBIT C 30.

Certified Copy of Certificate of Incorporation of The Ewing Passenger Railway Company.

This is to certify that we, Henry C. Moore, R. S. Woodruff, B. Frank Abbett, P. E. Hurley, J. H. Solomon, W. S. Gulick and F. P. Nippes do hereby associate themselves together for the purpose of forming a corporation to construct, maintain and operate a street railway, for the transportation of passengers in the Township of Ewing, Mercer County, New Jersey, under and by virtue of the provisions of an act entitled "An act to provide for the incorporation of street railway companies and to regulate the same," approved April sixth, eighteen hundred and eighty-six, and the supplements thereto; and to that end we do by this our certificate set forth:

First—That the name which we have assumed, and do hereby assume, to designate such company, and to be used in its business and dealings is The Ewing Passenger Railway Company.

Second—The number of years the said company is to continue is one hundred, from and after the date of these articles of association.

Third—The points to and from which the said street railway is to be constructed and the route of the same, are as follows: Beginning at the boundary line of the City of Trenton and the Township of Ewing on Pennington Avenue, and thence northwest through Pennington Avenue to the road known as Prospect Street in the said Township of Ewing.

Fourth—The length of said proposed road as near as may be, is two thousand feet.

Fifth—The name of the municipality in which it is intended to construct, maintain and operate said street railway is the Township of Ewing.

Sixth—The amount of the capital of the said the The Ewing Passenger Railway Company is twelve thousand five hundred dollars divided into one hundred and twenty-five shares of the par value of one hundred dollars each.

Seventh—The names and residences of the directors of the said The Ewing Passenger Railroad Company, who shall serve for one

year and until their successors shall have been chosen, a majority of whom are inhabitants of the city of Trenton, are as follows: Henry C. Moore, Trenton, New Jersey; R. S. Woodruff, Trenton, New Jersey; B. Frank Abbett, Trenton, New Jersey; P. E. Hurley, Trenton, New Jersey; J. H. Solomon, Trenton, New Jersey; W. S. Gulick, Trenton, New Jersey, and F. P. Nippes, Trenton, New Jersey.

Eighth—The period at which the said company shall commence is the twenty-fifth day of February, eighteen hundred and ninety-eight, and the period at which it shall terminate is the twenty-fifth day of February, nineteen hundred and ninety-eight.

In witness whereof we have hereunto set our hands and seals this twenty-fifth day of February, A. D. eighteen hundred and ninety-eight.

Name of Subscriber.		*Residence.*	*No. of Shares.*
Henry C. Moore,	L. S.	Trenton, N. J.	44
R. S. Woodruff,	L. S.	Trenton, N. J.	1
B. Frank Abbett,	L. S.	Trenton, N. J.	1
P. E. Hurley,	L. S.	Trenton, N. J.	1
J. Howard Solomon,	L. S.	Trenton, N. J.	1
W. S. Gulick,	L. S.	Trenton, N. J.	1
F. P. Nippes,	L. S.	Trenton, N. J.	1

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered that on this twenty-fifth day of February, eighteen hundred and ninety-eight, before me a Master in Chancery of New Jersey, personally appeared Henry C. Moore, B. Frank Abbett, P. E. Hurley, J. H. Solomon, W. S. Gulick and F. P. Nippes, who I am satisfied are the persons named in and who executed the annexed certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

R. S. WOODRUFF,
M. C. C.

STATE OF NEW JERSEY, }
COUNTY OF MERCER. } *ss.*

Be it remembered that on this twenty-fifth day of February, eighteen hundred and ninety-eight, before me a Master in Chancery of New Jersey, personally appeared Robert S. Woodruff, who I am satisfied is the person named in and who executed the annexed certificate, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed.

JAMES J. CAHILL,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, }
COUNTY OF MERCER. } *ss.*

Henry C. Moore, B. Frank Abbett, P. E. Hurley, J. H. Solomon, W. S. Gulick and F. P. Nippes being duly sworn on their respective oaths say: that they are six of the directors of The Ewing Passenger Railway Company, the corporation mentioned in the certificate or articles of incorporation hereto annexed; that the length of the street railway which the said company intend to construct is two thousand feet as nearly as may be; that the amount of the capital stock of said company is twelve thousand five hundred dollars, all of which has been subscribed in good faith, and that an installment of twenty per cent. thereof has been paid in cash to the directors named in the said articles of association, and that the said company intend in good faith to construct, maintain and operate the road mentioned in the said articles of association, or as its route may be designated by the authorities of the Township of Ewing.

Sworn and subscribed before me
this twenty-fifth day of February,
1898.

R. S. WOODRUFF,
M. C. C.

HENRY C. MOORE.
B. FRANK ABBETT.
P. E. HURLEY.
J. HOWARD SOLOMON.
W. S. GULICK.
F. P. NIPPES.

STATE OF NEW JERSEY, }
COUNTY OF MERCER. } *ss.*

Robert S. Woodruff, being duly sworn on his oath says: that he is one of seven of the directors of The Ewing Passenger Railway Company, the corporation mentioned in the certificate or articles of incorporation hereto annexed; that the length of the street railway which the said company intend to construct is two thousand feet as nearly as may be; that the amount of the capital stock of said company is twelve thousand and five hundred dollars, all of which has been subscribed in good faith, and that an installment of twenty per cent. thereof has been paid in cash to the directors named in the said articles of association, and that the said company intend in good faith to construct, maintain and operate the road mentioned in the said articles of association, or as its route may be designated by the authorities of the Township of Ewing.

R. S. WOODRUFF.

Sworn and subscribed before me
this twenty-fifth day of February,
1898.

JAMES J. CAHILL,
Master in Chancery of New Jersey.

STATE TREASURER'S OFFICE,

TRENTON, N. J., Feb. 25, 1898.

Received from the Directors named in the foregoing Articles of Association of the Ewing Passenger Railway Company the sum of seven hundred and sixty dollars ($760), being an amount equal to two thousand dollars ($2,000.00) per mile of the railway proposed to be constructed under the said Articles of Association, the same being deposited with me, as required by "An act to provide for the incorporation of Street Railway Companies and to regulate the same," approved April 6, 1886, and the supplements thereto.

GEO. B. SWAIN,
State Treasurer.

Endorsed:

"Filed Feb. 25, 1898.
"GEORGE WURTS,
"Secretary of State."

State of New Jersey,

Department of State.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the Certificate of Incorporation of The Ewing Passenger Railway Company, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the twenty-fifth day of February, A. D. 1898, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

Thomas F. Martin,
Secretary of State.

EXHIBIT C 31.

An Ordinance to authorize the Ewing Passenger Railway Company to lay tracks and to use electric motors as the propelling power of its cars through a portion of Pennington avenue in the township of Ewing, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Passed March 28th, 1898.

Whereas, The Ewing Passenger Railway Company, a corporation duly organized under the laws of the State of New Jersey, is entitled to all and singular rights, privileges and franchises of such duly organized corporations.

And whereas, Application has been made to the township committee of the Township of Ewing, by the Ewing Passenger Railway Company, for permission to lay tracks and to use electric motors as the propelling power of its cars through a portion of said township; now, therefore,

The Inhabitants of the Township of Ewing do ordain:

Section 1. That permission be and the same is hereby granted to the Ewing Passenger Railway Company to lay tracks and to use electric motors as the propelling power of its cars on said tracks which are hereby authorized to be laid, viz.:

Beginning at the boundary line of the Township of Ewing and the City of Trenton, on Pennington avenue, thence north and west through Pennington avenue to the road known as Prospect street, crossing said Pennington avenue.

The said motors to be supplied with electricity from properly guarded overhead wires, supported by wooden poles, which poles are to be placed within the curb lines and connected with steel wires.

Section 2. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the township committee reserves the right to rent such constructed railway to any other person or company who shall be willing to run cars on the same; or in the event of said township committee being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then and in such case the township committee reserves the right to cause such railway to be removed from the said street and to sell or dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and of repairing such street, pay the balance, if any, to the legal representative of the company.

Section 3. No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age.

Section 4. The said company shall pave inside of the rails and between the tracks of its railway, with one line of good Belgian block stone along the inner side of every rail and with cobble stones of uniform size between the lines of said block stone, and between the tracks; and on the outside of the outer rails with cobble stones, not less than eighteen inches, all to be bedded in good coarse sand.

Section 5. That said company shall lay its rails to conform to the grade of such street, and keep in good repair the pavement inside the rails, and also on each side thereof for the distance of two feet if a double track, and three feet if a single track.

Section 6. Said company shall also pave at the intersection or crossing of any railway tracks the whole distance between all the rails at the said crossing, and all cross walks which may be taken up by said company to the construction or repair of its tracks, shall be relaid by the said company; and at all crossing of streets or the gutters thereof which the tracks of said company shall pass over, a proper culvert covered with stone, the whole width of the street, shall be laid at the cost or expense of the said company, and shall be constructed under the direction of the surveyor of said township; and all tracks shall be located and laid under the direction of said township committee and subject to the approval thereof.

Section 7. That said street, preparatory to laying of said tracks, shall be graded by or at the expense of said company, to the same extent as in case of paving above mentioned; all work to be done under the direction of and on notice by the township committee of the township of Ewing.

Section 8. Said company and its officers, agents, servants and employes, shall not nor shall any or either of them be allowed to shovel or place any snow, ice or slush along the said tracks or track in any manner as to obstruct other public travel thereon, but when removing such snow, ice or slush from said tracks or track, shall cause same to be levelled between the gutter line on each side thereof within twenty-four hours, under a penalty of ten dollars, to be paid by the said company to the said township committee, for each and every offence, the same to be recovered before any justice of the peace of said county of Mercer.

Section 9. That the tracks to be laid for any railway lines of said company in the street designated in this ordinance shall not be wider than five feet two inches gauge, and the rails shall be flanged girder rails of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved of by the township committee, and shall be such as to present the least obstruction in every respect to ordinary wagon travel, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

Section 10. All persons driving vehicles on the said railways of said company in any of the streets aforesaid, in the direction that the cars travel on such track, shall have the right to the railway track when meeting any other vehicle going in the opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirely off of such tracks; and any driver of a vehicle on any such lines of the company, when overtaken by a car of the company shall, on being warned by the ringing of a bell or gong or by a request of the conductor, driver or motorman on such car, immediately turn and drive his vehicle entirely off of such track, so as to allow such railway cars to pass by. And the cars of said company shall have the first right of way over the tracks of the company. And the driver of any vehicle for any violation of the provisions of this section, shall pay a penalty of ten dollars and the costs, to be recovered before the justice of the peace of the township of Ewing.

Section 11. That whenever it shall be found necessary on behalf of the township to occupy all or any portion of any street or avenue, whereupon the street railroad of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water pipes, or any alteration or improvement that may from time to time be found necessary, the proper authorities shall have full and entire power and authority to make such alterations, regulation, or improvement, without recourse on the part of the said company against the township or its authorities for any obstruction or embarassment that the said company may meet with consequent upon such alteration, regulation or improvement as herein recited, directed to be done or to be preferred by authority of the township committee, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interest of said company.

Section 12. The said company, when the work of laying its tracks shall have commenced, shall proceed without any delay to the completion of such work of laying of such track or tracks within the limit aforesaid; and if the said company shall stop or delay its work before completion for a period of four weeks, consecutively, after notice to proceed therewith has been given said company by order of the township committee, then the permission and consent hereby given to lay such tracks on such

street shall be null and void, and the said township committee shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks therefore laid by the company and restore such street to a proper condition.

Section 13. That nothing contained in this ordinance shall be deemed, construed or held in any way to confer any right on said company to affect the grade of said street, except by and with the express consent and authority of the township committee.

Section 14. No cars belonging to the said railway company shall be allowed to obstruct any cross walk for more than five minutes by its servants or employes, under a penalty of ten dollars, to be paid by the said company for each and every offence, to be recovered before any justice of the peace of said county, and cars stopping to let off passengers at any road crossing, shall in all cases where there are double tracks or turnouts, stop at the far crossing and in no case, stop across the highway, under a penalty of ten dollars, to be recovered before any justice of the peace of the said county.

Section 15. That the permission and consent for the use of poles, as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. Said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction, and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the street within the curb line, to be of the material as provided in section 1, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded.

Second. The location and placing of the poles shall be under the supervision and direction of the township committee of the township of Ewing, or its authorized agents.

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart.

Fourth. The said The Ewing Passenger Railway Company before commencing the construction of its plant, or any part thereof, from time to time shall present to the said township committee a detailed plan or description in writing of such proposed construction or constructions, the same to be approved by the said

township committee before any work is done under the permission hereby granted.

Fifth. The said The Ewing Passenger Railway Company is to maintain gates upon sides of the platforms of its cars so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb. All cars placed upon the lines of said company shall be of the most improved pattern, and except summer or open cars and trail cars, shall have enclosed platforms.

Sixth. That the said company shall commence the construction of the electric system on the first day of May, 1898, or as soon thereafter as the plans required to be submitted by the company are approved by the township committee, and complete the same on or before the first day of July, unless prevented by municipal improvements on said Pennington avenue, and in case the said company are delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or equity, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said works of construction and equipment as shall be consumed by any such legal process or suit at law or equity.

Seventh. That all posts and poles, wires and overhead constructions, made and constructed from time to time or at any time by said company within the township of Ewing, shall be made, erected and constructed under the supervision and to the satisfaction of the township committee of said township.

Section 16. That the consent and permission, rights and privileges hereby granted and given the said The Ewing Passenger Railway Company, on behalf of the township of Ewing, are not intended and shall not be deemed, taken or construed to in anywise be restricted or abridged by any limitation, restriction or provision contained in any existing ordinance of the township of Ewing, in force or effect at the time of the passage of this ordinance.

Section 17. The said company, upon the taking effect of this ordinance and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the township clerk of the town-

ship of Ewing, a contract to be drawn and approved as to form by the township counsel of the township of Ewing, and to be approved by the township committee, thereby and therein covenanting and agreeing with the township of Ewing, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained, to be observed, kept and performed.

SECTION 18. That this ordinance shall not take effect until the said The Ewing Passenger Railway Company shall pay the charges for printing the same.

H. G. HOUGH,
Chairman.

J. ED. HARROP,
Clerk.

March 28th, 1898.

EXHIBIT C 32.

Certified Copy of Articles of Agreement of Consolidation Between The Trenton Passenger Railway Company, Consolidated, et als., forming The Trenton Street Railway Company.

Articles of agreement and consolidation made and entered into this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and ninety-eight, by and between the Trenton Passenger Railway Company, Consolidated, of the first part; the Pennington Avenue Passenger Railway Company, of the second part; the Mulberry Street Passenger Railway Company, of the third part; and the Ewing Passenger Railway Company, of the fourth part, all of said companies being street railroad or railway companies incorporated under the laws of the State of New Jersey, witnesseth, as follows:

WHEREAS, The said companies, parties hereto, are street railroad or railway companies or corporations incorporated by or under the laws of the State of New Jersey, having lines of street

railroads in the county of Mercer, in said state, and are desirous of merging and consolidating their capital stock, franchises and property, real, personal and mixed, under and in pursuance of the laws of said state authorizing such merger and consolidation; and

WHEREAS, The said parties hereto have agreed and hereby do agree upon the conditions, provisions and restrictions hereinafter set forth as the terms and conditions of such consolidation and the mode of carrying the same into effect;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions and grants herein contained, the said companies, parties to this agreement, do by these presents merge, combine and consolidate their respective capital stocks, franchises, privileges, immunities, grants, capacities, properties and rights of way of every name and nature and railroads into one company, to be called and known by the corporate name and style of Trenton Street Railway Company, which said consolidated company shall from henceforth have and possess all and singular the rights, privileges and franchises, powers, immunities and capacities which are or have been granted to or conferred upon or possessed or enjoyed by any of the said parties hereto by virtue of any laws of said state; and the said corporations, parties hereto, have agreed upon and by these presents do agree upon and prescribe the following as the terms and conditions of said consolidation, which terms and conditions the said parties hereto do hereby mutually and severally covenant, promise and agree to keep, observe and perform:

First—The corporate name of the consolidated company hereby formed shall be Trenton Street Railway Company.

Second—The location of the principal office of said Trenton Street Railway Company, in this state, is at the northwest corner of Clinton and Greenwood avenues, in the city of Trenton, county of Mercer. The name of the agent therein and in charge thereof upon whom process against said company may be served is Henry C. Moore.

Third—The number of the directors of the said company for the first year shall be seven; but the number of directors may be changed from time to time by the by-laws of the company.

Fourth—The names and places of residence of the directors of the said Trenton Street Railway Company, hereby formed, who shall be the first directors thereof, and who shall manage its affairs

during the first year and until others are chosen in their place, are as follows—that is to say:

Thomas C. Barr, Orange, N. J.
Jonathan H. Blackwell, Trenton, N. J.
Anthony R. Kuser, Newark, N. J.
John L. Kuser, Trenton, N. J.
Edward J. Moore, Philadelphia, Pa.
Henry C. Moore, Trenton, N. J.
Ferdinand W. Roebling, Trenton, N. J.

Fifth—The persons next hereinafter named shall be the first officers of the said Trenton Street Railway Company, and shall hold their respective offices until others shall be duly elected and qualified in their stead—that is to say: Henry C. Moore shall be the first President; Thomas C. Barr shall be the first Vice President; John L. Kuser shall be the first Treasurer, and John L. Kuser shall be the first Secretary of said company.

Sixth—There shall be an annual meeting of the stockholders of said company for the election of directors thereof, which meeting shall be held at such time and the election shall be conducted in such manner and under such regulations as shall be prescribed by the by-laws of the said Trenton Street Railway Company.

The president, vice president, treasurer and secretary shall be appointed by the board of directors in such manner and for such period as the by-laws of the company shall prescribe.

The board of directors may provide for the appointment from time to time of such other officers as they may deem expedient, and may fill all vacancies that may happen in the board for the unexpired terms.

Seventh—The amount of the capital stock of the said Trenton Street Railway Company shall be one million dollars, consisting of twenty thousand shares of the par value of fifty dollars each.

Eighth—The capital stock of the said companies, parties hereto and hereby consolidated, shall be convertible into the capital stock and bonds of the said Trenton Street Railway Company, in manner following—that is to say:

The capital stock of the Trenton Passenger Railway Company, Consolidated, which now consists of fifteen thousand shares of the par value of one hundred dollars each, shall be convertible into nineteen thousand eight hundred shares of the capital stock of

Trenton Street Railway Company, hereby formed, and into bonds of said Trenton Street Railway Company to the amount of five hundred and forty thousand dollars; said bonds to be part of an issue of bonds to the amount of two millions of dollars to be made by said Trenton Street Railway Company, of which bonds to the amount of one million dollars shall be reserved to take up or refund a like amount of bonds heretofore issued by the party of the first part hereto and now outstanding; twelve bonds shall be issued for the purpose of carrying out this agreement, as hereinafter provided, and the balance of said issue of bonds, namely, bonds to the amount of four hundred and forty-eight thousand dollars, or any part thereof, shall be issued from time to time as may be required by the board of directors of said Trenton Street Railway Company; said bonds shall be of the denomination of one thousand dollars each, to bear interest at the rate of five per centum per annum, payable semi-annually, on the first days of January and July; said bonds shall bear date June thirtieth, eighteen hundred and ninety-eight, and be payable July first, nineteen hundred and thirty-eight; the principal and interest thereof to be payable in gold coin of the United States of the present standard of weight and fineness, and to be secured by a consolidated mortgage or deed of trust, covering all the property owned and to be acquired by said Trenton Street Railway Company; said nineteen thousand eight hundred shares of stock and bonds, to the amount of five hundred and forty thousand dollars, to be divided among the owners of the stock of The Trenton Passenger Railway Company, Consolidated, *pro rata*, upon the surrender of the shares of the capital stock of said The Trenton Passenger Railway Company, Consolidated.

The capital stock of The Pennington Avenue Passenger Railway Company, which now consists of fifty-one shares of the par value of one hundred dollars each, shall be convertible into said bonds of said Trenton Street Railway Company to the amount of six thousand dollars upon the surrender of the shares of the capital stock of said The Pennington Avenue Passenger Railway Company.

The capital stock of The Mulberry Street Passenger Railway Company, which now consists of fifty-one shares of the par value of one hundred dollars each, shall be convertible into said bonds of said Trenton Street Railway Company, to the amount of six

thousand dollars, upon the surrender of the shares of the capital stock of said The Mulberry Street Passenger Railway Company.

The capital stock of The Ewing Passenger Railway Company, which now consists of fifty shares of the par value of one hundred dollars each, shall be convertible into two hundred shares of the capital stock of said Trenton Street Railway Company, namely, one share of the stock of said The Ewing Passenger Railway Company for four shares of the stock of said Trenton Street Railway Company, upon the surrender of the shares of the capital stock of said The Ewing Passenger Railway Company.

Ninth—And the said parties hereto, in consideration of the premises and for other good and valuable considerations them thereunto severally moving, do hereby severally and respectively grant, assign, convey and set over to and vest in the said Trenton Street Railway Company for the purpose of such consolidation, and for all other purposes, all their several and respective railroads and rights of way, and all buildings, cars, horses, equipments, implements and materials used and acquired therefor by each of the parties hereto, respectively, and their several and respective rights, rights of way, privileges, immunities, franchises, powers and all their several and respective lands, real estate, property, money and effects, rights of action and things of every name and nature now held or owned by the said parties, severally and respectively, or to which they severally and respectively have any right, title, interest or claim, either in law or in equity.

Tenth—And it is further understood and agreed that the parties hereto, and their respective directors, shall and do hereby agree to this consolidation upon the terms aforesaid, and the said consolidated company hereby formed, namely, Trenton Street Railway Company, shall and does hereby accept the property, rights, privileges and franchises of each of said companies, parties hereto, respectively, subject to the respective debts of said companies, parties hereto.

Eleventh—The parties hereto, for the considerations aforesaid, do mutually agree and declare that the said consolidation shall take effect and the said Trenton Street Railway Company, hereby formed, shall come into existence and go into operation immediately upon the due making and perfecting of these articles of agreement, and filing the same, or a copy of the same, in the office of the Secretary of State of New Jersey, as required by law; and

the board of directors and other officers of said company, hereby formed, shall have full power and authority to make, execute and deliver the mortgages and bonds referred to in the seventh paragraph of this agreement, and to perform this agreement in all respects by all necessary or proper acts for that purpose.

In witness whereof, the parties hereto have caused their respective seals to be hereto affixed, by authority of their respective boards of directors, and have caused the same to be attested by their respective presidents and secretaries the day and year first above written.

THE TRENTON PASSENGER RAILWAY COMPANY, CONSOLIDATED,
[L. S.] By HENRY C. MOORE,
President.

Attest:
J. L. KUSER,
Secretary.

THE PENNINGTON AVENUE PASSENGER RAILWAY COMPANY,
[L. S.] By J. HOWARD SOLOMON,
President.

Attest:
JOHN HYDE,
Secretary.

THE MULBERRY STREET PASSENGER RAILWAY COMPANY,
[L. S.] By PETER E. HURLEY,
President.

Attest:
F. P. NIPPES,
Secretary.

THE EWING PASSENGER RAILWAY COMPANY,
[L. S.] By B. FRANK ABBETT,
President.

Attest:
WILLARD S. GULICK,
Secretary.

STATE OF NEW JERSEY, }
COUNTY OF MERCER, } *ss.*

Be it remembered, That on this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared John L. Kuser, known to me to be the Secretary of The Trenton Passenger Railway Company, Consolidated, one of the corporations described in and which executed the foregoing agreement, who, being by me duly sworn, on his oath did depose and say that he is the Secretary of said The Trenton Passenger Railway Company, Consolidated; that he knows the corporate seal of the said company, and that the seal affixed to the said agreement, and purporting to be the seal of said company, is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the said company; that Henry C. Moore is the President of the said company, and did sign the said agreement by order of the said Board of Directors in this deponent's presence, and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

FRANK BERGEN,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, }
COUNTY OF MERCER, } *ss.*

Be it remembered, That on this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared John Hyde, known to me to be the Secretary of The Pennington Avenue Passenger Railway Company, one of the corporations described in and which executed the foregoing agreement, who, being by me duly sworn, on his oath did depose and say that he is the Secretary of said The Pennington Avenue Passenger Railway Company; that he knows the corporate seal of the said company, and that the seal affixed to the said agreement, and purporting to be the seal of said company, is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the

said company; that J. Howard Solomon is the President of the said company, and did sign the said agreement by order of the said Board of Directors in this deponent's presence, and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

FRANK BERGEN,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, }
COUNTY OF MERCER, } *ss.*

Be it remembered, That on this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared Frank P. Nippes, known to me to be the Secretary of The Mulberry Street Passenger Railway Company, one of the corporations described in and which executed the foregoing agreement, who, being by me duly sworn, on his oath did depose and say that he is the Secretary of said The Mulberry Street Passenger Railway Company; that he knows the corporate seal of the said company, and that the seal affixed to the said agreement, and purporting to be the seal of said company, is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the said company; that Peter E. Hurley is the President of the said company, and did sign the said agreement by order of the said Board of Directors in this deponent's presence, and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

FRANK BERGEN,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY, }
COUNTY OF MERCER, } *ss.*

Be it remembered, That on this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared Willard S. Gulick, known to me to be the Secretary of The Ewing Passenger Railway Company, one of the corporations described in and which executed the fore-

going agreement, who, being by me duly sworn, on his oath did depose and say that he is the Secretary of said The Ewing Passenger Railway Company; that he knows the corporate seal of the said company, and that the seal affixed to the said agreement, and purporting to be the seal of said company, is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the said company; that B. Frank Abbett is the President of the said company, and did sign the said agreement by order of the said Board of Directors in this deponent's presence, and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

FRANK BERGEN,
Master in Chancery of New Jersey.

The undersigned, Secretary of The Trenton Passenger Railway Company, Consolidated, hereby certifies that at a meeting of the stockholders of said company, held at the corner of Greenwood and South Clinton avenues, in the city of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Trenton Passenger Railway Company, Consolidated, for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that fourteen thousand nine hundred and sixty-seven votes were cast, being more than three-fourths of all the votes of all the stockholders of said company, for the adoption of said agreement.

In witness whereof, I have hereto set my hand and the corporate seal of said The Trenton Passenger Railway Company, Consolidated, this twenty-ninth day of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided.

[L. S.]

J. L. KUSER,
Secretary of The Trenton Passenger Railway Company, Consolidated.

The undersigned, Secretary of The Pennington Avenue Passenger Railway Company, hereby certifies that at a meeting of the stockholders of said company, held at the corner of Greenwood and South Clinton avenues, in the City of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation were, in pursuance of the notice aforesaid, submitted to the meeting of the stockholders of said The Pennington Avenue Passenger Railway Company, for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that fifty-one votes were cast, being the entire capital stock of the said The Pennington Avenue Passenger Railway Company, for the adoption of said agreement.

In witness whereof, I have hereto set my hand and the corporate seal of the said The Pennington Avenue Passenger Railway Company, this twenty-ninth day [L. S.] of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided.

JOHN HYDE,

Secretary of The Pennington Avenue Passenger Railway Company.

The undersigned, Secretary of The Mulberry Street Passenger Railway Company, hereby certifies that at a meeting of the stockholders of said company, held at the corner of Greenwood and South Clinton avenues, in the City of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Mulberry Street Passenger Railway Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that fifty-one votes were cast, being the entire capital stock of the said The Mulberry Street Passenger Railway Company, for the adoption of said agreement.

In witness whereof, I have hereunto set my hand and the corporate seal of the said The Mulberry Street Passenger Railway Company, this twenty-ninth day of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided.

[L. S.]

F. P. NIPPES,
Secretary of The Mulberry Street Passenger Railway Company.

The undersigned, Secretary of The Ewing Passenger Railway Company, hereby certifies that at a meeting of the stockholders of said company, held at the corner of Greenwood and South Clinton avenues, in the City of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Ewing Passenger Railway Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that fifty votes were cast, being the entire capital stock of the said The Ewing Passenger Railway Company, for the adoption of said agreement.

In witness whereof, I have hereunto set my hand and the corporate seal of the said The Ewing Passenger Railway Company, this twenty-ninth day of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided.

[L. S.]

WILLARD S. GULICK,
Secretary of The Ewing Passenger Railway Company.

Endorsed:

"Filed June 29th, 1898.

GEORGE WURTS,
Secretary of State."

STATE OF NEW JERSEY.

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby Certify that the foregoing is a true copy of Ar-

ticles of Agreement and Consolidation between The Trenton Passenger Railway Company, Consolidated, The Pennington Avenue Passenger Railway Company, The Mulberry Street Passenger Railway Company and The Ewing Passenger Railway Company, forming The Trenton Street Railway Company, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the twenty-ninth day of June, A. D. 1898, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

THOMAS F. MARTIN,
Secretary of State.

EXHIBIT C 33.

An Ordinance to authorize the Trenton Street Railway Company to lay tracks and to use electric motors as the propelling power of its cars through Paul street and a portion of Brunswick avenue, in the city of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved February 10th, 1899.

WHEREAS, Application has been made by the Trenton Street Railway Company for permission to lay tracks and to use electric motors as the propelling power of its cars through Paul street and a portion of Brunswick avenue; now, therefore,

The Inhabitants of the City of Trenton do ordain:

1. That permission be and the same is hereby granted to the Trenton Street Railway Company to lay tracks and to use electric motors as the propelling power of its cars on said tracks which are hereby authorized to be laid, viz.: beginning at the juncture of Paul street and Princeton avenue, and thence easterly on Paul street to its juncture with Brunswick avenue; thence

northerly on Brunswick avenue to the boundary line between the township of Ewing and the city of Trenton; commencing again at the juncture of Spruce street and Brunswick avenue at the boundary line between the township of Ewing and the city of Trenton, and thence northeasterly on Brunswick avenue to Strawberry street; the said motors to be supplied with electricity from properly-guarded overhead wires, supported by wooden poles, which poles are to be placed within the curb lines and connected with steel wires; *provided,* that when any of such wooden poles shall be removed or replaced, they shall be replaced with iron or steel poles.

2. The permission to lay tracks and to erect poles on the streets designated in section 1 shall be granted under all the terms and conditions of an ordinance passed by the board of public works of the city of Trenton, on February eighth, one thousand eight hundred and ninety-four, entitled "An ordinance to authorize the Trenton Passenger Railway Company, Consolidated, to use electric motors as the propelling power of its cars through certain streets and avenues in the city of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors."

EXHIBIT C 34.

Certified Copy of Agreement Between The Trenton Street Railway Company and The Inhabitants of the City of Trenton, Dated February 23, 1899.

Paul Street and Brunswick Avenue, Ordinance of February 10, 1899.

This agreement made this twenty-third day of February, eighteen hundred and ninety-nine, between the Trenton Street Railway Company, a corporation existing under and by virtue of the

laws of the State of New Jersey, party of the first part, and the Inhabitants of the City of Trenton, a municipal corporation, party of the second part, witnesseth:

That whereas, application was made to the common council of the city of Trenton, by the party of the first part, for permission to lay tracks and to use electric motors as the propelling power of its cars on Paul street from its juncture with Princeton avenue, and thence easterly on said Paul street to its juncture with Brunswick avenue; thence northerly on Brunswick avenue to the boundary line between the township of Ewing and the city of Trenton; commencing again at the juncture of Spruce street and Brunswick avenue at the boundary line between the township of Ewing and the city of Trenton, and thence northeasterly on Brunswick avenue to Strawberry street, and that in pursuance of said application the common council of the city of Trenton, in due form of law, did, on the seventh day of February, A. D. eighteen hundred and ninety-nine, finally pass an ordinance entitled "An ordinance to authorize the Trenton Street Railway Company to lay tracks and to use electric motors as the propelling power of its cars through Paul street and a portion of Brunswick avenue, in the city of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," which said ordinance was duly approved by his honor the mayor of the city of Trenton on the tenth day of February, A. D. eighteen hundred and ninety-nine, and which said ordinance besides conferring certain rights, privileges, franchises and licenses upon the party of the first part, imposes certain restrictions, limitations and impositions upon the said party of the first part and contains the proviso, among others, that before exercising any rights and privileges by the said ordinance conferred and as a condition precedent the said party of the first part shall file with the city clerk of the city of Trenton, a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council, thereby and therein covenanting and agreeing with the municipality of the city of Trenton for and on account of the rights, privileges and advantages thereby granted, to abide by and fully perform all the matters and things in said ordinance contained, on its part to be observed, kept and performed, as by the said ordinance or the record thereof will more fully and at large appear.

Now this agreement witnesseth, that for and in consideration of the premises and of the rights and privileges, franchises and licenses by the said ordinance conferred upon and granted to the party of the first part and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part for itself and its successors does hereby covenant and agree to and with the said party of the second part and their successors that it, the said party of the first part, does hereby accept the aforesaid ordinance and all of its provisions and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors forever hereafter shall be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisos directed to be observed, kept and performed by the said party of the first part, as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and bestowed to and upon the said party of the first part. It being the express intention of the said party of the first part by this agreement to accept the aforesaid ordinance and to be bound by all of its restrictions, limitations, impositions and conditions, fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In testimony whereof the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary, all on the day and year first above written.

TRENTON STREET RAILWAY COMPANY.
By HENRY C. MOORE, *President.*

Attest:
J. L. KUSER, *Secretary.*

STATE OF NEW JERSEY, }
COUNTY OF MERCER. } *ss.*

Be it remembered that on the twenty-third day of February, eighteen hundred and ninety-nine, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears John L. Kuser, who, being by me duly sworn, doth depose

and make proof to my satisfaction, that he well knows the corporate seal of the Trenton Street Railway Company and grantee named in the foregoing deed of agreement; that the seal thereto affixed is the proper corporate seal of the said company; that the same was so affixed thereto and the said deed signed and delivered by Henry C. Moore, who was at the time and execution thereof the president of said company, in the presence of the said deponent, as the voluntary act and deed of the said company, and that the said deponent thereupon signed the same as subscribing witness.

J. L. KUSER.

Sworn and subscribed before me
this twenty-third day of February,
A. D. 1899.

R. S. WOODRUFF,
M. C. C.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 24, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 35.

An Ordinance to authorize the Trenton Street Railway Company to construct, maintain and operate a street railway in, over and upon certain streets in the City of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Passed December 5th, 1905.

WHEREAS, The Trenton Street Railway Company is a corporation duly organized under the laws of the State of New Jersey, and on the twenty-eighth day of August, one thousand nine hundred and five, filed in the office of the Secretary of State a description of the route of the extension of its line of rail-

way, showing the termini of such extension, with the courses and distances thereof, and accompanied the said description of route and filed therewith a map exhibiting the said extension, and the termini thereof, with the courses and distances thereof, which route is the same as hereinafter set forth, and is entitled to all and singular the rights, privileges and franchises of such duly authorized corporation as hereinafter granted; and

WHEREAS, Application has been made to the Common Council of the City of Trenton, of said company, by a petition in writing, now on file with the City Clerk, for permission to construct, maintain and operate a street railway, and to use electricity and electric motors as the propelling power of the cars in, over and upon certain streets in said city, as hereinafter set forth, and has accompanied the said petition with a map now on file with the City Clerk, showing the proposed location of poles or conduits of said proposed railway; now therefore,

The Inhabitants of the City of Trenton do ordain:

SECTION 1. That consent be and is hereby granted to the Trenton Street Railway Company—

(*a*) To construct, maintain and operate a street railway in, upon and along Perry street, between North Broad street and North Warren street, in the City of Trenton, the centre line of which street railway upon the said street is described as follows: Beginning in North Broad street at a point in the centre line of the eastbound track of the Trenton Street Railway Company, said point being distant forty-nine feet southerly from the intersection of said centre line with the centre line of that part of Perry street lying between North Warren street and North Broad street; thence by a curve to the left, radius forty-seven and five-tenths feet, seventy-six feet to a point in Perry street; thence westerly, by the centre line of Perry street, two hundred twenty-five feet to a point of curve; thence by a curve to the left, radius forty-seven and five-tenths feet, sixty-four feet to a point in the centre line of the southbound track of the Trenton Street Railway Company in North Warren street. Also from the last-mentioned point of curve in Perry street, by a curve to the right, radius thirty-seven and

five-tenths feet, sixty-seven and three-tenths feet to a point in the centre line of the northbound track of the Trenton Street Railway Company in North Warren street.

The above-described line being the centre line of a single track railroad proposed to be constructed in Perry street, between North Warren street and North Broad street, by the Trenton Street Railway Company.

(*b*) To use electricity and electric motors as the propelling or motive power of its cars on said street railway; this grant or permission includes the right to construct, erect, use and maintain such poles, wires, conduits and other appliances as shall be appropriate or necessary to operate such street railway with electricity and electric motors.

Section 2. Said street railway shall consist of a single track of two grooved girder rails, of a gauge of five feet two inches, to be laid longitudinally in, upon and along said street, in such places and locations therein as indicated by the description of the route hereinbefore set forth, and as shown upon the map of the route of said railway filed with the Clerk of the City of Trenton aforesaid.

Section 3. The said poles necessary for the support of the overhead wires and construction shall be of iron; and said poles shall be erected along the lines of said street railway within the curb line, and at such places and locations in said street as shown upon the said map of the said railway filed with the City Clerk as above mentioned.

Section 4. That said company, upon the taking effect of this ordinance, and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the City Clerk of the City of Trenton a contract, to be drawn and approved as to form by the City Counsel of the City of Trenton, and approved by the Common Council, thereby and therein covenanting and agreeing with the municipality of the City of Trenton for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

Section 5. That nothing in this ordinance shall be construed as giving to said company the exclusive right to the use of the street above mentioned, and the Common Council of the City of

Trenton hereby reserves to itself the right to grant to any other company the privilege of running over such portions of said street herein granted to said company, as may be necessary to enable any such other company to pass from one part of the city to another; *provided, however,* that whenever the Common Council shall grant to any other company the privileges of running over such portions of said street, such other company or companies, as a condition precedent to the exercise of such privilege, shall bear and pay their proportionate part of the cost of construction of said railway to the said Trenton Street Railway Company, and if the said Trenton Street Railway Company and such other company to whom shall be granted such privilege, shall be unable to agree as to the amount of such proportionate part, the same shall be ascertained by two indifferent persons, one to be appointed by said Trenton Street Railway Company and the other by such other company obtaining such privilege, or by an umpire to be appointed by such two indifferent persons before they proceed to business, and if either party to such ascertainment shall fail to appoint a valuer of such proportionate part for the space of five days after being called on so to do by the other party, or shall appoint a valuer who shall refuse to act, the valuer appointed by the other party shall make a final valuation alone.

Section 6. In consideration of the granting of this franchise the said company hereby agrees to establish and maintain a system of transfers for a continuous ride within the city limits, for a single fare, on all lines now or hereafter owned by it, and also to give and receive like transfers to and from the lines of other street railways upon any equitable basis that can be agreed upon between said companies; and in case of failure of any of said companies to agree upon any equitable basis of transfer, the question shall be submitted to arbitrators, one to be chosen by each of the disagreeing companies, a like number by the Common Council of the City of Trenton, and one by those so chosen, the decision of a majority of such arbitrators to be final and conclusive and binding upon each of the companies.

Section 7. That the said Trenton Street Railway Company hereby assumes and will indemnify "The Inhabitants of the City of Trenton" against all damages or injury from electrolysis to the water mains or any other water pipes located in the streets of the City of Trenton, through, along and in which its tracks are located,

and to that end shall file in the office of the City Clerk a satisfactory bond, to be approved as to form by the City Counsel, within thirty days after the passage of this ordinance.

SECTION 8. The rights, privileges and franchises herein granted shall be subject to all the terms and conditions expressed in the several ordinances granting rights, privileges and franchises unto the Trenton Passenger Railway Company, Consolidated, the Pennington Avenue Passenger Railway Company and the Mulberry Street Passenger Railway Company, which said companies, with the Ewing Passenger Railway Company, were consolidated into one corporation by the name of the Trenton Street Railway Company, under and by virtue of the provisions of the statute in such case made and provided; and the said company shall be bound by, observe, keep and perform all and singular the conditions, limitations, impositions, matters and things expressed in said ordinances to the same extent and with like effect as if such conditions, limitations, impositions, matters and things were fully and expressly set forth at length in this ordinance.

SECTION 9. That this ordinance shall not take effect until the said company shall pay the charges for printing the same.

SECTION 10. That said company shall lay its rails to conform to the grade of the said street, and shall restore such portions of the pavement upon said street as may be torn up by the laying of its tracks, to as good condition as it was at the time of removing the portion of said pavement necessary for the laying of said tracks within thirty days after the completion of the road, and shall hereafter keep in good repair the pavement inside the rails and also on each side thereof for a distance of two feet outside of the rails, with such material as the duly-constituted municipal authorities shall at any time direct.

SECTION 11. That the said company shall commence the construction of said electric railway on or before the 1st day of April, 1906, and complete the same on or before the 1st day of July, 1906.

SECTION 12. That said Common Council hereby reserves to itself the power of altering or amending this ordinance at any future time, whenever, in the judgment of Common Council, it shall become necessary for the public good so to do.

Passed over the Mayor's veto, December 5, A. D. 1905.

EXHIBIT C 36.

Certified Copy of Agreement Between The Trenton Street Railway Company and "The Inhabitants of the City of Trenton," December 29, 1905.

Perry Street from North Broad to North Warren Street, Ordinance of December 5, 1905.

This agreement made this twenty-ninth day of December, in the year of our Lord nineteen hundred and five, between the Trenton Street Railway Company, a corporation existing under and by virtue of the laws of the State of New Jersey, party of the first part, and "The Inhabitants of the City of Trenton," a municipal corporation, party of the second part, witnesseth:

That whereas, application was made to the common council of the city of Trenton, by the party of the first part, for permission to construct, maintain and operate a street railway and to use electric motors as the propelling power of its cars, in, upon and along Perry street, between North Broad street and North Warren street, in the city of Trenton, the centre line of which street railway upon the said street is described as follows: Beginning in North Broad street at a point in the centre line of the east-bound track of the Trenton Street Railway Company, said point being distant forty-nine feet southerly from the intersection of said centre line with the centre line of that part of Perry street lying between North Warren street and North Broad street; thence by a curve to the left, radius forty-seven and five-tenths feet, seventy-six feet to a point in Perry street; thence westerly, by the centre line of Perry street, two hundred twenty-five feet to a point of curve; thence by a curve to the left, radius forty-seven and five-tenths feet, sixty-four feet to a point in the centre line of the southbound track of the Trenton Street Railway Company in North Warren street. Also from the last mentioned point of curve in Perry street, by a curve to the right, radius thirty-seven and five-tenths feet, sixty-seven and three-tenths feet to a point in the centre line of the northbound track of the Trenton Sreet Railway Company in North Warren street; and

Whereas, in pursuance of said application the common council of the city of Trenton, in due form of law, did, on the fourteenth day of November, A. D. nineteen hundred and five, finally pass an ordinance entitled "An ordinance to authorize the Trenton Street Railway Company to construct, maintain and operate a street railway in, over and upon certain streets in the city of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," which said ordinance was, on the eighteenth day of November, nineteen hundred and five, returned to the city clerk by the mayor of said city of Trenton, without his approval and with his objections to the approval thereof; and

Whereas, common council on the fifth day of December, nineteen hundred and five, proceeded to reconsider the said ordinance and notwithstanding the objections of his Honor, the mayor thereto, finally passed the said ordinance over the veto of the said mayor; and

Whereas, said ordinance besides conferring certain rights, privileges, franchises and licenses upon the said party of the first part, imposes certain restrictions, limitations and impositions upon the said party of the first part, and contains the proviso or condition, among others, that before exercising any rights and privileges by the said ordinance conferred, and as a condition precedent, the said party of the first part shall file with the city clerk of the city of Trenton, a contract, to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council of the city of Trenton, thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages thereby granted, to abide by and fully perform all the matters and things in said ordinance contained, on its part to be observed, kept and performed, as by the said ordinance, a copy of which is hereto annexed, and made a part hereof, will more fully and at large appear; now therefore,

This agreement witnesseth, that for and in consideration of the premises, and of the rights and privileges, franchises and licenses by the said ordinances conferred upon and granted to the party of the first part, and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part

in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part, for itself and its successors does hereby covenant and agree to and with the said party of the second part and their successors, that it, the said party of the first part, does hereby accept the aforesaid ordinance and all of its provisions and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors forever hereafter shall be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisions directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and bestowed to and upon the said party of the first part. It being the express intention of the said party of the first part by this agreement to accept the aforesaid ordinance and to be bound by all of its restrictions, limitations, impositions and conditions, fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In testimony whereof, the said party of the first part has caused its corporate seal to be hereunto affixed and those presents to be signed by its president and attested by its secretary, all on the day and year first above written.

TRENTON STREET RAILWAY COMPANY.

By JOHN N. RIGG,
President.

Attest:

T. W. GROOKETT,
Secretary.

Prepared by Geo. W. Macpherson, *Att'y.*
Approved as to terms, P. E. Hurley.
Approved as to form, Geo. Macpherson.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered, that on this day of December, in the year of our Lord nineteen hundred and five, before me, the subscriber, a commissioner of deeds of the State of New Jersey, personally

appeared Thomas W. Grookett, Jr., who, being by me duly sworn, doth depose and make proof to my satisfaction, that he is the secretary of the Trenton Street Railway Company, and that he well knows the corporate seal of the Trenton Railway Company, the grantee named in the foregoing deed of agreement; that the seal thereto affixed is the proper corporate seal of the said company; that the same was so affixed thereto and the said deed signed and delivered by John A. Rigg, who was at the time and execution thereof, the president of said company, in the presence of said deponent, as the voluntary act and deed of the said company, and that the said deponent thereupon signed the same as subscribing witness.

THOMAS W. GROOKETT, JR.

Sworn and subscribed before me this twenty-ninth day of December, A. D. 1905.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 24, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 37.

An Ordinance to authorize the Trenton Street Railway Company to construct, maintain and operate a double-track surface railway upon Hamilton avenue, from South Clinton avenue to Chambers street.

Approved July 21st, 1911.

The Inhabitants of the City of Trenton do ordain:

SECTION 1. That permission be and the same is hereby granted to the Trenton Street Railway Company to construct, maintain and operate a double-track railway with the necessary overhead construction in, upon and along the surface of Hamilton avenue from South Clinton avenue to Chambers street in said city; said tracks shall be laid in such manner that each of the inner

rails thereof shall be located two and five-tenths feet from the centre line of said avenue.

SECTION 2. Said tracks shall be constructed of grooved-girder rails of the type commonly known as the "trilby" rail, weighing not less than ninety-five (95) pounds to the yard, supported by cross ties laid on a six-inch broken stone ballast.

SECTION 3. Said tracks shall be protected along the outer side of each of the rails thereof by two lines of good Belgian block, laid parallel to the track on a concrete base and along the inner side of each of the rails thereof by one line of good Belgian block, laid parallel to the track on a concrete base. All lines of Belgian blocks to be well grouted with good Portland cement. All other portions of said street which shall be disturbed in the construction of said tracks shall be paved with sheet asphaltum laid upon a concrete base.

SECTION 4. All work incident to the construction, maintenance and repair of said tracks shall be performed under the supervision, and subject to the approval of the City Engineer and of the Street Committee of Common Council.

SECTION 5. That authority to construct, operate and maintain said double-track railway is hereby granted subject to all and singular the provisions, limitations, obligations and conditions contained in a certain ordinance of this city entitled, "An ordinance to authorize the Trenton Passenger Railway Company, Consolidated, to use electric motors as the propelling power of its cars through certain streets and avenues in the City of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," approved February twelfth, eighteen hundred and ninety-four, not inconsistent with the provisions of this ordinance. And this ordinance shall not become operative until said company shall have entered into an agreement in writing, to be approved as to form by the City Council, agreeing to be bound by the terms of this ordinance and of the ordinance above recited.

Passed July 20th, 1911.

Approved July 21st, 1911.

EXHIBIT C 38.

Certified copy of agreement, Trenton Street Railway Company and City of Trenton, accepting ordinance passed July 20, 1911, Dated August 1, 1911—Double track Hamilton Avenue.

This agreement, made this 1st day of August, A. D. 1911, between The Trenton Street Railway Company, a corporation of New Jersey, party of the first part, and the Inhabitants of the City of Trenton, a municipal corporation, party of the second part, witnesseth:

Whereas, the Common Council of the City of Trenton on the 20th day of July, 1911, granted permission to said party of the first part to construct and operate a double-track railway in and upon Hamilton Avenue from South Clinton Avenue to Chambers Street, in said city, which said ordinance was duly approved by his Honor, the Mayor; and

Whereas, said ordinance, besides conferring certain rights, privileges, franchises and licenses upon the said party of the first part, imposes certain restrictions upon the said party of the first part and contains the condition, among others, that said ordinance shall not become operative until said company shall have entered into an agreement in writing, to be approved as to form by the City Council, agreeing to be bound by the terms of said ordinance, and also to the terms of an ordinance entitled "An ordinance to authorize The Trenton Passenger Railway Company, Consolidated, to use electric motors as the propelling power of its cars through certain streets and avenues in the City of Trenton, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors;" approved February 12th, 1894.

Now, therefore, this agreement witnesseth, that for and in consideration of the premises and of the rights and privileges, franchises and licenses by the said ordinance conferred upon and granted to the party of the first part, and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part, in hand paid at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part, for itself and its successors, does hereby covenant and agree to and with the said party of the second part and their successors, that it, the said party of the first part, does hereby accept the aforesaid

ordinance and all of its provisions, and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors, forever hereafter shall be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by each of the said ordinances above referred to directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and bestowed to and upon the said party of the first part. It being the express intention of the said party of the first part by this agreement to accept the aforesaid ordinance and to be bound by all its restrictions, limitations, impositions and conditions, fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In testimony whereof the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary, all on the day and year first above written.

TRENTON STREET RAILWAY COMPANY,
By TRENTON & MERCER COUNTY TRACTION
CORPORATION, *Lessee,*
RANKIN JOHNSON, *Vice-President.*

Attest:
GEO. W. MACPHERSON,
Secretary.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 26, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 39.

Certified Copy of Certificate of Incorporation of Mercer County Traction Company.

This is to certify, that we, the undersigned, do hereby associate ourselves into a corporation under and by virtue of the provisions of an act of the legislature of New Jersey entitled, "An act to authorize the formation of traction companies for the construction and operation of street railways or railroads operated as street railways, and to regulate the same," approved March 4th, 1893, and we do hereby subscribe for and agree to take and pay for the number of shares of capital stock of such corporation set opposite our respective names.

First—The name of the corporation hereby formed and to be organized in pursuance hereof is Mercer County Traction Company.

Second—The location of the principal office of said company is at the corner of South Clinton and Greenwood avenues, in the City of Trenton, in the County of Mercer and State of New Jersey, and the name of the agent therein and in charge thereof upon whom process against this corporation may be served is Henry C. Moore.

Third—The total amount of the capital stock of said corporation is one hundred thousand dollars, and the amount with which the said corporation shall commence business is thirty thousand dollars. The number of shares into which said capital stock is divided is one thousand, and the par value of each share is one hundred dollars.

Fourth—The names and residences of the stockholders of said corporation and the number of shares held by each are as follows:

Henry C. Moore, Trenton, New Jersey,	60 shares.
John A. Rigg, Reading, Pennsylvania,	60 shares.
Ferdinand W. Roebling, Trenton, New Jersey,	60 shares.
Edward J. Moore, Philadelphia, Pennsylvania,	60 shares.
Thomas C. Barr, Newark, New Jersey,	60 shares.

Fifth—The period at which said corporation shall commence business is the thirty-first day of July, eighteen hundred and ninety-nine, and the period at which the same shall terminate is the thirty-first day of July, nineteen hundred and ninety-nine.

In witness whereof, we have hereunto set our hands and seals this nineteenth day of June, eighteen hundred and ninety-nine.

	HENRY C. MOORE,	[L. S.]
Signed, sealed and de-	JOHN A. RIGG,	[L. S.]
livered in the presence of	FERDINAND W. ROEBLING,	[L. S.]
R. S. WOODRUFF.	EDWARD J. MOORE,	[L. S.]
	THOS. C. BARR,	[L. S.]

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered, that on this nineteenth day of June, eighteen hundred and ninety-nine, before me, a Master in Chancery of New Jersey, personally appeared Henry C. Moore, John A Rigg, Ferdinand W. Roebling, Edward J. Moore and Thomas C. Barr, to me known to be the persons named in and who signed and executed the foregoing certificate of incorporation, and I having first made known to them the contents thereof, they did severally acknowledge that they signed, sealed and delivered the same as their, and each of their, voluntary act and deed for the uses and purposes therein expressed.

R. S. WOODRUFF.
Master in Chancery of New Jersey.

STATE OF NEW JERSEY.

OFFICE OF STATE TREASURER.

Trenton, July 31st, 1899.

Received from the Mercer County Traction Company, the sum of twenty-five thousand dollars ($25,000), the same being deposited with me, as required by "An act to authorize the formation of traction companies for the construction and operation of street railways or railroads operated as street railways, and to

regulate the same," approved March fourteenth, A. D. eighteen hundred and ninety-three, and the supplements thereto.

GEO. B. SWAIN,
State Treasurer.

Endorsed:

"Received in the clerk's office of the County of Mercer on the 31st day of July A. D. 1899, at o'clock in the noon, and recorded in Book D of Corporations for said county, on pages 344, &c.

B. GUMMERE, JR.,
Clerk."

"Filed July 31st, 1899.

GEORGE WURTS,
Secretary of State."

STATE OF NEW JERSEY.

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the Certificate of Incorporation of Mercer County Traction Company, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the thirty-first day of July, A. D. 1899, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

THOMAS F. MARTIN.
Secretary of State.

EXHIBIT C 40.

An Ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon a certain street in the city of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved October 11th, 1901.

WHEREAS, The Mercer County Traction Company is a corporation duly organized under the laws of the State of New Jersey, and is entitled to all and singular the rights, privileges and franchises of such duly-organized corporations as hereinafter granted; *and whereas,* application has been made to the common council of the city of Trenton by the said company for permission to construct, maintain and operate a street railway and to use electricity and electric motors as the propelling power of cars in, over and upon a certain street in said city, as hereinafter set forth; now, therefore,

The Inhabitants of the City of Trenton do ordain:

1. That permission be and is hereby granted to the Mercer County Traction Company—

(*a*) To construct, maintain and operate a street railway in, upon and along the following street and highway of the city of Trenton; the center line of said new line of railway, with the course and distances thereof upon the said street, is described as follows: beginning at a point in the center line of Pennington avenue, in the city of Trenton aforesaid, said point being in range with the center line of Prospect street, west of Pennington avenue, which point is the southerly terminus of the said new line of railway, and runs thence (1) north, thirty degrees west, fifty feet to a point of curve; thence, by a curve to the right, radius one hundred feet, thirty-five feet to a point; thence, by a curve to the left, radius one hundred feet, thirty-five feet to a point; thence north, thirty degrees west, nine hundred and sixty-five feet

to a point of curve; thence, by a curve to the right, radius eighteen hundred feet, three hundred feet to a point; thence north, twenty degrees west, two hundred and twenty feet to a point of curve; thence, by a curve to the right, radius five hundred feet, one hundred feet to a point; thence north, nine degrees and five minutes west, four hundred and thirty-six and five-tenths feet to a point in range with the center line of Parkway avenue, and in the line dividing the city of Trenton from the township of Ewing, which point is the northerly terminus of the said new line of railway;

(*b*) To use electricity and electric motors as the propelling or motive power of its cars on said street railway; this grant or permission includes the right to construct, erect, use and maintain such poles, wires, conduits and other appliances as shall be appropriate or necessary to operate such street railway with electricity and electric motors.

2. Said street railway shall consist of a single track of two rails of a gauge of five feet two inches, to be laid longitudinally in, upon and along said street and highway in such places and locations therein as indicated by the description of the route hereinbefore set forth and as shown upon a map of the route of the said railway, entitled "Mercer County Traction Company's New Line Through Pennington Avenue, Trenton, N. J.," filed with the clerk of the city of Trenton, which map accompanied the application for this ordinance.

3. The said poles necessary for the support of the overhead wires and construction shall be of wood; said poles shall be erected along the line of said street railway within the curb line and at such places and locations in said street and highway as shown upon the said map of the route of said railway above mentioned.

4. The common council of the city of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number of trips daily and number of cars in a train; and the said company, in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed by the said common council of the city of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

5. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the common council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or in the event of said common council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then and in such case the common council reserves the right to cause such railway to be removed from the said street, and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and of repairing such street, pay the balance, if any, to the legal representative of the company.

6. No greater sum shall be charged or received by such company as fare or toll for carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section.

7. The said company shall pave inside the rails and between the tracks of its railway with cobble stones of uniform size and on the outside of the rails with Belgian block stone not less than twelve inches in length, laid transversely to the line of the rail, all to be bedded in good coarse sand.

8. That said company shall lay its rails to conform to the grade of such street, and when the city shall order the said street to be paved, then the said company shall pave and keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof, for the distance of two feet if a double track and three feet if a single track.

9. Said company shall also pave at the intersection or crossing of any other railway tracks, the whole distance between all the rails at the said crossing, and all crosswalks which may be taken up by said company in the construction or repair of its tracks shall be relaid by the said company; and at all crossings of streets or the gutters thereof over which the tracks of the said company shall pass, a proper culvert covered with iron or stone, the whole width of the street, shall be laid at the cost and expense of the said company, and shall be constructed under the direction

of the city surveyor of said city; and all tracks shall be located and laid under the direction of said common council and subject to the approval thereof.

10. That said street, preparatory to the laying of the said tracks, shall be graded by or at the expense of said company, to the same extent as in the case of paving above mentioned; all work to be done under the direction of and on notice by the common council of the city of Trenton.

11. Said company shall immediately after every snow storm remove the snow fallen upon their tracks in a manner satisfactory to the street commissioner; the street commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off the line of said street, and in case said company shall fail to commence to remove said snow from such street within six hours after receiving notice in writing from said street commissioner, and thereafter to remove the same with all possible dispatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the street commissioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the city of Trenton.

12. The said company shall pay to the city clerk of the city of Trenton, for the use of said city as partial compensation for the franchises hereby granted, between the first and fifteenth days of January in each and every year, a license fee of fifteen dollars for each and every car used by said company for carrying passengers, and the city clerk shall furnish to the said company a certificate of such payment, which shall be placed in a conspicuous position in the car so licensed, and the said certificate shall contain the number of the car for which the license is granted; for any violation of the provisions of this section the said company shall be subject to a penalty of twenty-five dollars, to be forfeited and paid according to law.

13. That the tracks to be laid for any railway lines of said company in the street designated in this ordinance shall not be wider than five feet two inches gauge, and the rails shall be flanged girder rails of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved by the common council, and shall be such as to present

the least obstructions in every respect to ordinary wagon travel, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

14. That whenever and wherever it may be found necessary to lay iron plates or other materials across any gutter along the lines of railroad of said company, the same shall be laid by and at the expense of said company, from curbstone to curbstone, under the direction and supervision of the city surveyor; and the said company shall keep the said gutters at all times open and free from all obstructions, whether by dirt, ice or from any other cause.

15. All persons driving vehicles on the said railways of said company, in the street aforesaid, in the direction that the cars travel on such track, shall have the right of the railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirly off of such track; and any driver of a vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong, or by request of the conductor, driver or motorman of such car, immediately turn out and drive his vehicle entirely off of such track, so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before the police justices of the city of Trenton.

16. That whenever it shall be found necessary, on behalf of the company, to occupy all or any portion of any street or avenue whereupon the street railroad of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water-pipes, or any alterations or improvements that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power to make such alteration, regulation or improvement, without recourse on the part of said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement, as herein recited, directed to be done or to be performed by authority of the common council,

no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interest of said company.

17. That said company, when the work of laying its tracks on the street designated shall have commenced, shall proceed without any delay to the completion of such work of laying of such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the common council, then the permission and consent hereby given to lay such tracks on such street shall be null and void, and the said common council shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company, and restore such street to a proper condition.

18. That nothing contained in this ordinance shall be decreed, construed or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except by and with the express consent and authority of the common council.

19. That the permission and consent for the use of poles, as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. Said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction, and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the street within the curb line, to be of the material as provided for in section 1, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded;

Second. The location and placing of the poles shall be under the supervision and direction of the common council of the city of Trenton, or its authorized agents;

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart;

Fourth. The said company, before commencing the construction of its plant or any part thereof, from time to time, shall present to the said common council a detailed plan or description in writing of such proposed construction or constructions, the same to be approved by the said common council before any work is done under the permission hereby granted;

Fifth. That said company shall establish and maintain a system of free transfers with the Trenton Street Railway Company for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company, or owned and operated by the said Trenton Street Railway Company;

Sixth. The said company is to maintain gates upon the sides of the platforms of its cars, so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb; all cars placed upon the lines of said company shall be of the most improved pattern, and except summer open cars and trail cars, shall have enclosed platforms;

Seventh. That the said company shall commence the construction of the said electric railroads on or before the first day of April, one thousand nine hundred and two, or as soon thereafter as the plans required to be submitted by the company are approved by the committee on railroads of the common council, and complete the same on or before the first day of April, one thousand nine hundred and three; and in case the said company are delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or equity, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said works of construction and equipment as shall be consumed by any such legal process or suit at law or equity;

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the commissioners of the fire department of the city of Trenton to make all necessary rules and regulations for the cutting or removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires;

Ninth. That all posts and poles, wires and overhead constructions, made and constructed from time to time, or at any time, by said company within the city of Trenton, shall be made, erected and constructed under the supervision and to the satisfaction of the common council of said city.

20. The consent and permission, rights and privileges hereby granted and given the said company, on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to be in anywise restricted or abridged by any

limitation, restriction or provision contained in any existing ordinances of the city of Trenton in force or effect at the time time of the passage of this ordinance.

21. That said company, upon the taking effect of this ordinance, and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the city clerk of the city of Trenton a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages thereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

22. That this ordinance shall not take effect until the said company shall pay the charges for printing the same.

EXHIBIT C 41.

Certified copy of agreement, Mercer County Traction Company and City of Trenton, accepting ordinance passed October 1, 1901—Pennington Avenue, Prospect to Parkway, Dated October 26, 1901.

This agreement, made this twenty-sixth day of October, nineteen hundred and one, between the Mercer County Traction Company, a corporation existing under and by virtue of the laws of the State of New Jersey, party of the first part, and the City of Trenton, in the County of Mercer and State of New Jersey, party of the second part, witnesseth:

That whereas, application was made to the Common Council of the City of Trenton, in the County of Mercer, by the party of the first part, to construct, maintain and operate a street railway, for permission to use electric motors as the propelling power of its cars on the public street and highway known as Pennington Avenue, in

the City of Trenton and the County of Mercer and State of New Jersey, the center line of said new line of railway, with the courses and distances thereof, upon the said street is described as follows: Beginning at a point in the center line of Pennington Avenue, in the City of Trenton aforesaid, said point being in range with the center line of Prospect Street, west of Pennington Avenue, which point is the southerly termini of the said new line of railway, and runs thence (1) north, thirty degrees west, fifty feet to a point of curve; thence by a curve to the right, radius one hundred feet, thirty-five feet to a point; thence by a curve to the left, radius one hundred feet, thirty-five feet to a point; thence north, thirty degrees west, nine hundred and sixty-five feet to a point of curve; thence by a curve to the right, radius eighteen hundred feet, three hundred feet to a point; thence north, twenty degrees west, two hundred and twenty feet to a point of curve; thence by a curve to the right, radius five hundred feet, one hundred feet to a point; thence north nine degrees and five minutes west, four hundred and thirty-six and five-tenths feet to a point in range with the center line of Parkway Avenue, and in the line dividing the City of Trenton from the Township of Ewing, which point is the northerly terminus of the said new line of railway; and over and upon and across all intersecting roads, avenues or highways upon the foregoing route, and that in pursuance of said application the Common Council of the City of Trenton, in due form of law, did, on the first day of October, A. D. nineteen hundred and one, finally pass an ordinance entitled "An ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon a certain street in the City of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," and which said ordinance, besides conferring certain rights, privileges, franchises and licenses upon the party of the first part, imposes certain restrictions, limitations and impositions upon the party of the first part and contains the proviso, among others, that before exercising any rights and privileges by the said ordinance conferred, and as a condition precedent, the said party of the first part shall file with the City Clerk of the City of Trenton a contract to be drawn and approved as to form by the City Counsel of the City of Trenton, and to be approved by the Common Council, thereby and therein covenanting and agreeing with the City of Trenton, for and on account of the rights, privileges and advantages

granted by said ordinance, to abide by and fully perform all the matters and things in said ordinance contained, to be observed, kept and performed as by the said ordinance, or the record thereof, will more fully and at large appear, a copy of which is hereto annexed.

Now this agreement witnesseth, that for and in consideration of the premises and of the rights and privileges, franchises and licenses by the said ordinance conferred upon and granted to the party of the first part, and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part for itself and its successors, does hereby covenant and agree to and with the said party of the second part, and their successors, that it, the said party of the first part, does hereby accept the aforesaid ordinance and all its provisions and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors forever hereafter shall be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisions directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and bestowed to and upon the party of the first part. It being the express intention of the said party of the first part, by this agreement, to accept the aforesaid ordinance and to be bound by all its restrictions, limitations, impositions and conditions, fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In testimony whereof the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary, all on the day and year first above written.

MERCER COUNTY TRACTION COMPANY,
By HENRY C. MOORE, *President.*

Attest:
THOS. C. BARR,
Secretary.

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } *ss:*

Be it remembered, that on the twenty-sixth day of October, A. D. nineteen hundred and one, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears Thos. C. Barr, who, being by me duly sworn, doth depose and make proof to my satisfaction, that he well knows the corporate seal of the Mercer County Traction Company, the party of the first part named in the foregoing deed of agreement; that the seal thereto affixed is the proper corporate seal of the said company; that the same was so affixed thereto and the said deed signed and delivered by Henry C. Moore, who was at the time and execution thereof the president of said company, in the presence of the said deponent, as the voluntary act and deed of the said company; and that the said deponent thereupon signed the same as subscribing witness.

THOS. C. BARR.

Sworn and subscribed before me this twenty-sixth day of October, 1901, at Newark, N. J.

MICHAEL T. BARRETT,
Master in Chancery of New Jersey.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 26, 1915.

ALBERT G. HOWELL,
Acting City Clerk

EXHIBIT C 42.

An Ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the city of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved October 11th, 1901.

WHEREAS, The Mercer County Traction Company is a corporation duly organized under the laws of the State of New Jersey, and is entitled to all and singular the rights, privileges and franchises of such duly-authorized corporation as heretofore granted; *and whereas,* application has been made to the common council of the city of Trenton by the said company for permission to construct, maintain and operate a street railway and to use electricity and electric motors as the propelling power of its cars in, over and upon certain streets in said city, as hereinafter set forth; now, therefore,

The Inhabitants of the City of Trenton do ordain:

1. That permission be and is hereby granted to the Mercer County Traction Company—

(*a*) To construct, maintain and operate a street railway in, upon and along the following streets and highways of the city of Trenton, the center line of which street railway upon the said streets is described as follows: beginning at a point in the center line of South Broad street, in the city of Trenton, in the county of Mercer and State of New Jersey, at the northerly line of Market street; thence by a curved line to the right, with a radius of sixty feet, a distance of sixty-four feet to a tangent point in Market street; thence upon said Market street south, fifty-one degrees west, one thousand and sixty feet, more or less, to a point of curve; thence by a curved line to the left, with a radius of one hundred feet, a distance of one hundred and two feet to a tangent point in Warren street; thence upon said Warren street south, seven degrees and thirty minutes east, four hundred and fifty-two feet,

more or less, to a point of curve; thence by a curved line to the right, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Fall street; thence upon said Fall street south, eighty-two degrees and thirty minutes west, one hundred and eighty-five feet, more or less, to a point of curve; thence by a curved line to the left, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Fair street; thence upon said Fair street south, seven degrees and thirty minutes east, a distance of three hundred and sixty-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of fifty feet, a distance of seventy-nine feet to a tangent point in Bridge street; also, beginning at a point in the center line of Warren street, in said city, distant thirty feet northerly from the northerly line of Fall street; thence upon said Warren street south, seven degrees and thirty minutes east, four hundred and seventy-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Bridge street; thence upon said Bridge street south, eighty-two degrees and thirty minutes west, a distance of one hundred and ninety-five feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of fifty feet, a distance of seventy-nine feet to a tangent point in Fair street, and in the line of the route hereinbefore described;

(*b*) To use electricity and electric motors as the propelling or motive power of its cars on said street railway; this grant or permission includes the right to construct, erect, use and maintain such poles, wires, conduits and other appliances as shall be appropriate or necessary to operate such street railway with electricity and electric motors.

2. Said street railway shall consist of a single track of two rails of a gauge of five feet two inches, to be laid longitudinally in, upon and along said streets and highways in such places and locations therein as indicated by the description of the route hereinbefore set forth and as shown upon a map of the route of the said railway, entitled "Mercer County Traction Company's New Line of Railway in the City of Trenton, N. J.," filed with the clerk of the city of Trenton, which map accompanied the application for this ordinance; and also such curves, subways, turnouts and switches of single track as shown upon the said map.

3. The said poles necessary for the support of the overhead wires and construction shall be of iron; said poles shall be erected along the line of said street railway within the curb line and at such places and locations in said streets and highways as shown upon the said map of the route of the said railway above mentioned.

4. The common council of the city of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number of trips daily and number of cars in a train; and the said company, in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed by the said common council of the city of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

5. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the common council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or in the event of said common council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then and in such case the common council reserves the right to cause such railway to be removed from the said streets, and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and of repairing such streets, pay the balance, if any, to the legal representative of the company.

6. No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section.

7. The said company shall pave inside the rails and between the tracks of its railway with good Belgian block stone of uniform size; and on the outside of the outer rails with Belgian block stone not less than twelve inches in length, laid transversely to the line of the rail, all to be bedded in good coarse sand.

8. That said company shall lay its rails to conform to the grade of such streets, and when the city shall order the said streets to be paved, then the said company shall pave and keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof for the distance of two feet if a double track, and three feet if a single track.

9. Said company shall also pave at the intersection or crossing of any other railway tracks the whole distance between all the rails at the said crossing, and all cross-walks which may be taken up by said company in the construction or repair of its tracks shall be relaid by the said company; and at all crossings of streets or the gutters thereof over which the tracks of said company shall pass, a proper culvert, covered with iron or stone, the whole width of the street, shall be laid at the cost and expense of the said company, and shall be constructed under the direction of the city surveyor of said city; and all tracks shall be located and laid under the direction of said common council and subject to the approval thereof.

10. That said streets, preparatory to the laying of the said tracks, shall be graded by or at the expense of said company, to the same extent as in case of paving above mentioned; all work to be done under the direction of and on notice by the common council of the city of Trenton.

11. Said company shall, immediately after every snowstorm remove the snow fallen upon their tracks in a manner satisfactory to the street commissioner; the street commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off the line of said streets, and in case said company shall fail to commence to remove said snow from such streets within six hours after receiving notice in writing from said street commissioner, and thereafter to remove the same with all possible dispatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the street commissioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the city of Trenton.

12. The said company shall pay to the city clerk of the city of Trenton, for the use of said city, as partial compensation for the franchises hereby granted, between the first and fifteenth days of

January in each and every year, a license fee of fifteen dollars for each and every car used by said company for carrying passengers, and the city clerk shall furnish to the said company a certificate of such payment, which shall be placed in a conspicuous position in the car so licensed, and the said certificate shall contain the number of the car for which the license is granted; for any violation of the provisions of this section the said company shall be subject to a penalty of twenty-five dollars, to be forfeited and paid according to law.

13. That the tracks to be laid for any railway lines of said company in the streets designated in this ordinance shall not be wider than five feet two inches gauge, and the rails shall be flanged girder rails of the best and most approved pattern and description for the city street railways, and to be of a pattern to be approved by the common council, and shall be such as to present the least obstructions in every respect to ordinary wagon travel, and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

14. That whenever and wherever it may be found necessary to lay iron plates or other materials across any gutter along the lines of railroad of said company, the same shall be laid by and at the expense of said company, from curbstone to curbstone, under the direction and supervision of the city surveyor; and the said company shall keep the said gutters at all times open and free from all obstruction, whether by dirt, ice or from any other cause.

15. All persons driving vehicles on the said railways of said company, in any of the streets aforesaid, in the direction that the cars travel on such track, shall have the right to the railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirely off of such track; and any driver of a vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong, or by request of the conductor, driver or motorman on such car, immediately turn out and drive his vehicle entirely off of such track, so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of

ten dollars and costs, to be recovered before any police justice of the city of Trenton.

16. That whenever it shall be found necessary, on behalf of the company, to occupy all or any portion of any street or avenue whereupon the street railroad of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water-pipes, or any alteration or improvement that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power to make any such alteration, regulation or improvement, without recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement, as herein recited, directed to be done or to be performed by authority of the common council, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interest of said company.

17. That said company, when the work of laying its tracks on the streets designated shall have commenced, shall proceed without any delay to the completion of such work of laying such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the common council, then the permission and consent hereby given to lay such tracks on such streets shall be null and void, and the said common council shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company, and restore such streets to a proper condition.

18. That nothing contained in this ordinance shall be decreed, construed or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except by and with the express consent and authority of the common council.

19. That the permission and consent for the use of poles, as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. Said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction, and to string thereon the necessary wires, such poles to

be placed as nearly as practicable opposite each other on the sides of the streets within the curb line, to be of the material as provided for in section 1, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded;

Second. The location and placing of the poles shall be under the supervision and direction of the common council of the city of Trenton, or its authorized agents;

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart;

Fourth. The said company, before commencing the construction of its plant or any part thereof, from time to time, shall present to the said common council a detailed plan or description in writing of such proposed construction or constructions, the same to be approved by the said common council before any work is done under the permission hereby granted;

Fifth. That said company shall establish and maintain a system of free transfers with the Trenton Street Railway Company, for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company, or owned and operated by the said Trenton Street Railway Company;

Sixth. That said company is to maintain gates upon the sides of the platforms of its cars, so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb; all cars placed upon the lines of said company shall be of the most improved pattern, and except summer open cars and trail cars, shall have enclosed platforms;

Seventh. That the said company shall commence the construction of the said electric railroad on or before the first day of January, one thousand nine hundred and two, or as soon thereafter as the plans required to be submitted by the company are approved by the committee on railroads of the common council, and complete the same on or before the first day of January, one thousand nine hundred and three; and in case the said company are delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or equity, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said works of construction and equipment as shall be consumed by any such legal process or suit at law or equity;

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the commissioners of the fire department of the city of Trenton to make all necessary rules and regulations for the cutting or removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires;

Ninth. That all posts and poles, wires and overhead constructions, made and constructed from time to time, or at any time by said company within the city of Trenton, shall be made, erected and constructed under the supervision and to the satisfaction of the common council of said city.

20. The consent and permission, rights and privileges hereby granted and given the said company, on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to be in anywise restricted or abridged by any limitation, restriction or provision contained in any existing ordinances of the city of Trenton in force or effect at the time of the passage of this ordinance.

21. That said company, upon the taking effect of this ordinance and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the city clerk of the city of Trenton a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council, thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

22. That this ordinance shall not take effect until the said company shall pay the charges for printing the same.

EXHIBIT C 43.

Certified copy of acceptance of ordinance, City of Trenton, passed October 1, 1901, by Mercer County Traction Company, Dated October 6, 1901.

This is to certify that we, Henry C. Moore, Thomas C. Barr and Edward J. Moore, a majority of the directors of the Mercer County Traction Company, a corporation existing under and by virtue of the laws of the State of New Jersey, accept an ordinance granted by the Common Council of the City of Trenton, County of Mercer, and State of New Jersey, on the first day of October, A. D. nineteen hundred and one, giving authority to said railway company to construct, maintain and operate a street railway in, upon and along the following streets and highways of the City of Trenton, the center line of which street railway upon the said streets is described as follows: Beginning at a point in the center line of South Broad Street, in the City of Trenton, in the County of Mercer and State of New Jersey, at the northerly line of Market Street; thence by a curved line, to the right, with a radius of sixty feet, a distance of sixty-four feet to a tangent point in Market Street; thence upon said Market Street south fifty-one degrees west one thousand and sixty feet, more or less, to a point of curve; thence by a curved line to the left, with a radius of one hundred feet, a distance of one hundred and two feet to a tangent point in Warren Street; thence upon said Warren Street south, seven degrees and thirty minutes east, four hundred and fifty-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Falls Street; thence upon said Falls Street south, eighty-two degrees and thirty minutes west, one hundred and eighty-five feet, more or less, to a point of curve; thence by a curved line to the left, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Fair Street; thence upon said Fair Street south, seven degrees and thirty minutes east, a distance of three hundred and sixty-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of fifty feet, a distance of seventy-nine feet to a tangent point in Bridge Street.

Also, beginning at a point in the center line of Warren Street, in said city, distant thirty feet northerly from the northerly line of Falls Street; thence upon said Warren Street south, seven degrees and

thirty minutes east, four hundred and seventy-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Bridge Street; thence upon said Bridge Street south, eighty-two degrees and thirty minutes west, a distance of one hundred and ninety-five feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of fifty feet, a distance of seventy-nine feet, to a tangent point in Fair Street and in the line of the route hereinbefore described; a true, certified copy of said ordinance is hereto annexed and made a part hereof; that the said company accepts this ordinance and agrees to build its line under all the terms and conditions made therein.

In testimony whereof we, the said directors of the Mercer County Traction Company, have hereunto set our hands and seals this twenty-sixth day of October, in the year of our Lord one thousand nine hundred and one.

HENRY C. MOORE,
THOS. C. BARR,
EDWARD J. MOORE.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 26, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

Certified copy of agreement, Mercer County Traction Company and City of Trenton, relative to ordinance passed October 1, 1901—Market, Warren, Fall, Fair and Bridge Streets—Dated October 26, 1901.

This agreement, made this twenty-sixth day of October, nineteen hundred and one, between the Mercer County Traction Company, a corporation existing under and by virtue of the laws of the State of New Jersey, party of the first part, and the City of Trenton, in the County of Mercer and State of New Jersey, party of the second part, witnesseth:

That whereas, application was made to the Common Council of the City of Trenton, in the County of Mercer, by the party of the first part, to construct, maintain and operate a street railway, for

permission to use electric motors as the propelling power of its cars on the public streets and highways known as Market Street, Warren Street, Falls Street, Fair Street and Bridge Street, in the City of Trenton and the County of Mercer and State of New Jersey, the center line of which street railway upon the said streets and highways is described as follows: Beginning at a point in the center line of South Broad Street, in the City of Trenton, in the County of Mercer and State of New Jersey, at the northerly line of Market Street; thence by a curved line to the right, with a radius of sixty feet, a distance of sixty-four feet to a tangent point in Market Street; thence upon said Market Street south, fifty-one degrees west, one thousand and sixty feet, more or less, to a point of curve; thence by a curved line to the left, with a radius of one hundred feet, a distance of one hundred and two feet to a tangent point in Warren Street; thence upon said Warren Street south, seven degrees and thirty minutes east, four hundred and fifty-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Falls Street; thence upon said Falls Street south, eighty-two degrees and thirty minutes west, one hundred and eighty-five feet, more or less, to a point of curve; thence by a curved line to the left, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Fair Street; thence upon said Fair Street south, seven degrees and thirty minutes east, a distance of three hundred and sixty-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of fifty feet, a distance of seventy-nine feet to a tangent point in Bridge Street.

Also, beginning at a point in the center line of Warren Street, in said city, distant thirty feet northerly from the northerly line of Falls Street; thence upon said Warren Street south, seven degrees and thirty minutes east, four hundred and seventy-two feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of sixty feet, a distance of ninety-four feet to a tangent point in Bridge Street; thence upon said Bridge Street south, eighty-two degrees and thirty minutes west, a distance of one hundred and ninety-five feet, more or less, to a point of curve; thence by a curved line to the right, with a radius of fifty feet, a distance of seventy-nine feet to a tangent point in Fair Street and in the line of the route hereinbefore described; and that, in pursuance of said application, the Common Council of the City of Trenton, in due form of law, did, on the

first day of October, A. D. nineteen hundred and one, finally pass an ordinance, entitled "An ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the City of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," and which said ordinance, besides conferring certain rights, privileges, franchises and licenses upon the party of the first part, imposes certain restrictions, limitations and impositions upon the party of the first part and contains the proviso, among others, that before exercising any rights and privileges by the said ordinance conferred, and as a condition precedent, the said party of the first part shall file with the City Clerk of the City of Trenton a contract, to be drawn and approved as to form by the City Counsel of the City of Trenton, and to be approved by the Common Council, thereby and therein covenanting and agreeing with the City of Trenton, for and on account of the rights, privileges and advantages granted by said ordinance, to abide by and fully perform all the matters and things in said ordinance contained, to be observed, kept and performed as by the said ordinance, or the record thereof, will more fully and at large appear, a copy of which is hereto annexed.

Now this agreement witnesseth, that for and in consideration of the premises and of the rights and privileges, franchises and licenses by the said ordinance conferred upon and granted to the party of the first part, and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part, for itself and its successors, does hereby covenant and agree to and with the said party of the second part and their successors, that if the said party of the first part does hereby accept the aforesaid ordinance and all its provisions and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors, forever hereafter shall be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisions directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and bestowed to and upon the party of the first part. It being the ex-

press intention of the said party of the first part, by this agreement, to accept the aforesaid ordinance and to be bound by all its restrictions, limitations, impositions and conditions fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In testimony whereof the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary, all on the day and year first above written.

MERCER COUNTY TRACTION COMPANY,
By HENRY C. MOORE, *President.*

Attest:
THOS. C. BARR,
Secretary.

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } *ss:*

Be it remembered, that on the twenty-sixth day of October, A. D. nineteen hundred and one, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears Thos. C. Barr, who, being by me duly sworn, doth depose and make proof to my satisfaction, that he well knows the corporate seal of the Mercer County Traction Company, the party of the first part named in the foregoing deed of agreement; that the seal thereto affixed is the proper corporate seal of the said company; that the same was so affixed thereto and the said deed signed and delivered by Henry C. Moore, who was at the time and execution thereof the president of said company, in the presence of the said deponent, as the voluntary act and deed of the said company; and that the said deponent thereupon signed the same as subscribing witness.

THOS. C. BARR.

Sworn and subscribed before me, this twenty-sixth day of October, 1901, at Newark, N. J.

MICHAEL T. BARRETT,
Master in Chancery of New Jersey.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 26, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 44.

An Ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the city of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved January 13th, 1902.

WHEREAS, The Mercer County Traction Company is a corporation duly organized under the laws of the State of New Jersey, and on the second day of December, one thousand nine hundred and one, filed in the office of the secretary of state a description of the route of its new line of railway, showing the termini of such new line of railway, with the courses and distances thereof, and accompanied the said description of route and filed therewith a map exhibiting the said new line of railway, and the termini thereof, with the courses and distances thereof, which route is the same as hereinafter set forth, and is entitled to all and singular the rights, privileges and franchises of such duly-authorized corporation as hereafter granted; *and whereas,* application has been made to the common council of the city of Trenton by the said company, by a petition in writing now on file with the city clerk, for permission to construct, maintain and operate a street railway and to use electricity and electric motors as the propelling power of its cars in, over and upon certain streets in said city as hereinafter set forth, and has accompanied the said petition with a map, now on file with the city clerk, showing the proposed location of rails or tracks, and the location of poles or conduits of said proposed railway; now, therefore,

The Inhabitants of the City of Trenton do ordain:

(*a*) That consent be and is hereby given to the Mercer County Traction Company to the location of the route of the said new

line of railway as set forth in the description of route and map accompanying the same, filed as aforementioned.

1. That permission be and the same is hereby granted to the Mercer County Traction Company—

(*a*) To construct, maintain and operate a street railway in, upon and along the following streets and highways of the city of Trenton, the center line of which street railway upon the said streets is described as follows: beginning at a point in the center line of Hamilton avenue, where the same intersects the westerly line of Chambers street, which point is the westerly terminus of the said new line of railway, and runs thence (1) north, seventy-six degrees east through the center line of Hamilton avenue, two thousand nine hundred and sixty feet to a point of curve; thence (2) northeasterly, on a curve of fifty feet radius ninety-four feet and two inches to a point in the center line of Olden avenue; thence (3) north, thirty-one degrees and forty-five minutes west, through the center line of Olden avenue, two thousand nine hundred and forty feet to a point of curve marked (A) on said map; thence by a reverse curve to the right and left radius three hundred feet, seventy-five feet to another point of curve; thence by a curve to the left radius fifty-five feet, seventy-seven and three-tenths feet to a point in the center line of the track now laid in East State street, being the westbound track of the Trenton Street Railway Company, which point is the northerly terminus of the said new line of railway; beginning again at (A), on said accompanying plan, thence by a reverse curve to the left and right radius three hundred feet, seventy-five feet to another point of curve; thence by a curve to the left radius forty-five feet, sixty-four and five-tenths feet to a point in the center line of a track now laid in East State street, being the eastbound track of the Trenton Street Railway Company, which point is also the northerly terminus of the said new line of railway;

(*b*) To construct, maintain and operate such curves, subways, turnouts and switches of single track, part of said railway as shown upon the map filed with the said petition;

(*c*) To use electricity and electric motors as the propelling or motive power of its cars on said street railway; this grant or permission includes the right to construct, use and maintain such poles, wires, conduits and other appliances as shall be appropriate

or necessary to operate such street railway with electricity and electric motors.

2. Said street railway shall consist of a single track of two rails of a gauge of five feet two inches, to be laid longitudinally in, upon and along said streets and highways in such places and locations therein as indicated by the description of the route hereinbefore set forth and as shown upon the map of the route of said railway, filed with the clerk of the city of Trenton as aforesaid.

3. The said poles necessary for the support of the overhead wires and construction shall be of iron; said poles shall be erected along the line of said street railway within the curb line, and at such places and locations in said streets and highways as shown upon the said map of the said railway filed with the city clerk as above mentioned.

4. The common council of the city of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number of trips daily, and the number of cars in a train; and the said company, in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed by the said common council of the city of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

5. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the common council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or in the event of the said common council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then and in such case the common council reserves the right to cause such railway to be removed from the said streets, and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and of repairing such streets, pay the balance, if any, to the legal representatives of the company.

6. No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the li-

cense of any car which is not run in accordance with the provisions of this section.

7. That said company shall pave inside the rails, and between the rails of its railway, and for a distance of two feet outside the rails with the same materials as are now on said street or streets.

8. That said company shall lay its rails to conform with the grade of such streets, and whenever the city shall order the said streets to be paved or repaved, then the said company shall pave and keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof, for a distance of two feet if a double track, and three feet if a single track, with the same kind of pavement ordered by the city.

9. Said company shall also pave at the intersection or crossing of any other railroad tracks the whole distance between all the rails at the said crossing, and all crosswalks which may be taken up by said company in the construction or repair of its tracks shall be relaid by the said company; and at all crossings of streets or the gutters thereof over which the tracks of said company shall pass, a proper culvert covered with iron or stone, the whole width of the street, shall be laid at the cost and expense of the said company, and shall be constructed under the direction of the city surveyor of said city; and all tracks shall be located and laid under the direction of the said common council and subject to the approval thereof.

10. That said streets, preparatory to the laying of the said tracks, shall be graded by or at the expense of the said company, to the same extent as in case of paving above mentioned; all work to be done under the direction of and on notice by the common council of the city of Trenton.

11. Said company shall, immediately after every snowstorm, remove the snow fallen upon their tracks in a manner satisfactory to the street commissioner; the street commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off the line of said streets, and in case said company shall fail to commence to remove said snow from such streets within six hours after receiving notice in writing from said street commissioner, and thereafter to remove the same with all possible dispatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the street commis-

sioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the city of Trenton.

12. The said company shall pay to the city clerk of the city of Trenton, for the use of said city, as partial compensation for the franchises hereby granted, between the first and fifteenth days of January in each and every year, a license fee of fifteen dollars for each and every car used by said company for carrying passengers, and the city clerk shall furnish to the said company a certificate of such payment, which shall be placed in a conspicuous position in the car so licensed, and the said certificate shall contain the number of the car for which the license is granted; for any violation of the provisions of this section the said company shall be subject to a penalty of twenty-five dollars, to be forfeited and paid according to law.

13. That the tracks to be laid for any railway lines of said company in the streets designated in this ordinance shall not be wider than five feet two inches gauge, and the rails shall be flanged girder rails of the best and most approved pattern and description for the city street railways, and to be of a pattern to be approved by the common council, and shall be such as to present the least obstructions in every respect to ordinary wagon travel and calculated and laid to facilitate, as much as practicable, the use thereof by ordinary wagons and vehicles.

14. That whenever and wherever it may be found necessary to lay iron plates or other materials across any gutter along the lines of railroad of said company, the same shall be laid by and at the expense of the said company, from curbstone to curbstone, under the direction and supervision of the city surveyor; and the said company shall keep the said gutters at all times open and free from all obstructions, whether by dirt, ice or from any other cause.

15. All persons driving vehicles on the said railways of said company, in any of the streets aforesaid, in the direction that the cars travel on such track, shall have the right to the railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirely off such track; and any driver of a vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a

bell or gong, or by the request of the conductor, driver or motorman on such car, immediately turn out and drive his vehicle entirely off of such track, so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before any police justice of the city of Trenton.

16. That whenever it shall be found necessary, on behalf of the company, to occupy all or any portion of any street or avenue whereupon the street railway of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water-pipes, or any alteration or improvement that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power to make any such alteration, regulation or improvement, without recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement, as herein recited, directed to be done or to be performed by authority of the common council, no unnecessary delay shall be made or caused in any manner that shall work prejudicially to the interest of said company.

17. That said company, when the work of laying its tracks on the streets designated shall have commenced, shall proceed without delay to the completion of such work of laying of such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the common council, then the permission and consent hereby given to lay such tracks on such streets shall be null and void, and the said common council shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company, and restore such streets to a proper condition.

18. That nothing contained in this ordinance shall be decreed, construed or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except

by and with the express consent and authority of the common council.

19. That the permission and consent for the use of poles, as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. Said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction at such places as hereinbefore set forth and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the streets within the curb line, to be of the material as provided for in section 1, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded;

Second. The location and placing of the poles shall be under the supervision and direction of the common council of the city of Trenton, or its authorized agents;

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart;

Fourth. The said company, before commencing the construction of its plant or any part thereof, from time to time, shall present to the said common council a detailed plan or description in writing of such proposed construction or constructions, the same to be approved by the said common council before any work is done under the permission hereby granted;

Fifth. That said company shall establish and maintain a system of free transfer with the Trenton Street Railway Company for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company or owned and operated by the said Trenton Street Railway Company;

Sixth. That said company is to maintain gates upon the sides of the platform of its cars, so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb; all cars placed upon the lines of said company shall be of the most improved pattern, and, except summer open cars and trail cars, shall have enclosed platforms;

Seventh. That the said company shall commence the construction of the said electric railway on or before the first day of April, one thousand nine hundred and two, or as soon thereafter as the plans required to be submitted by the company are approved by the committee on railroads of the common council, and complete

the same on or before the first day of July, one thousand nine hundred and two; and in case the said company are delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or in equity, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said works of construction and equipment as shall be consumed by any such legal process or suit at law or equity;

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the commissioners of the fire department of the city of Trenton to make all necessary rules and regulations for the cutting or removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires;

Ninth. That all posts and poles, wires and overhead constructions, made and constructed, from time to time, or at any time by said company within the city of Trenton shall be made, erected and constructed under the supervision and to the satisfaction of the common council of said city.

20. The consent and permission, rights and privileges hereby granted and given to said company on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to be in anywise restricted or abridged by any limitation, restriction or provision contained in any existing ordinances of the city of Trenton in force or effect at the time of the passage of this ordinance.

21. That said company, upon the taking effect of this ordinance and within thirty days thereafter, and before exercising any rights and privileges thereby conferred and as a condition precedent, shall file with the city clerk of the city of Trenton a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council, thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

22. That nothing in this ordinance shall be construed as giving to the Mercer County Traction Company the exclusive right to the

use of the streets above mentioned, and the common council of the city of Trenton hereby reserves to itself the right to grant to any other company the privilege of running over such portions of any street herein granted to the said Mercer County Traction Company as may be necessary to enable any such other company to pass from one part of the city to another.

23. In consideration of the granting of this franchise the said company hereby agrees to establish and maintain a system of transfers for a continuous ride within the city limits, for a single fare, on all lines now or hereafter owned or operated by it, and also to give and receive like transfers to and from the lines of other street railways, upon any equitable basis that can be agreed upon between said companies; and in case of failure of any of said companies to agree upon any equitable basis of transfer, the question shall be submitted to arbitrators, one to be chosen by each of the disagreeing companies, a like number by the common council of the city of Trenton, and one by those so chosen, the decision of a majority of such arbitrators to be final and conclusive, and binding upon each of the companies.

24. That this ordinance shall not take effect until the said company shall pay the charges for printing the same.

EXHIBIT C 45.

Certified copy of agreement, Mercer County Traction Company and City of Trenton, accepting ordinance passed January 7, 1902—Hamilton and Olden Avenues, Dated January 27, 1902.

This agreement, made this twenty-seventh day of January, nineteen hundred and two, between the Mercer County Traction Company, a corporation existing under and by virtue of the laws of the State of New Jersey, party of the first part, and the Inhabitants of the City of Trenton, in the County of Mercer and State of New Jersey, party of the second part, witnesseth:

That whereas, application was made to the Common Council of the City of Trenton by the party of the first part to construct, maintain and operate a street railway, and for permission to use electricity and electric motors as the propelling power of its cars, in, upon and along the following streets and highways of the City of Trenton, beginning at a point in the center line of Hamilton Avenue, where the same intersects the westerly line of Chambers Street, which point is the westerly terminus of the said new line of railway, and runs thence (1) north, seventy-six degrees east, through the center line of Hamilton Avenue, two thousand nine hundred and sixty feet to a point of curve; thence (2) northeasterly on a curve of fifty feet radius ninety-four feet and two inches, to a point in the center line of Olden Avenue; thence (3) north, thirty-one degrees and forty-five minutes west, through the center line of Olden Avenue, two thousand nine hundred and forty feet to a point of curve, marked (A) on said map; thence by a reverse curve to the right and left radius three hundred feet, seventy-five feet to another point of curve; thence by a curve to the left, radius fifty-five feet, seventy-seven and three-tenths feet to a point in the center line of the track now laid in East State Street, being the west-bound track of the Trenton Street Railway Company, which point is the northerly terminus of the said new line of railway. Beginning again at (A) on said accompanying plan; thence by a reverse curve to the left and right, radius three hundred feet, seventy-five feet to another point of curve; thence by a curve to the left, radius forty-five feet, sixty-four and five-tenths feet to a point in the center line of a track now laid on East State Street, being the east-bound track of the Trenton Street Railway Company, which point is also the northerly terminus of the said new line of railway. Also such curves, subways, turnouts and switches as shown on the map filed with said petition. That in pursuance of said application the Common Council of the City of Trenton, in due form of law, did, on the seventh day of January, nineteen hundred and two, finally pass an ordinance, entitled "An ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the City of Trenton, and to use electric motors as the propelling power of its cars and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," and which said ordinance, besides conferring certain rights, privileges, franchises and licenses

upon the party of the first part, imposes certain restrictions, limitations and impositions upon the said party of the first part, and contains the proviso, among other things, that before exercising any rights and privileges by the said ordinance conferred, and as a condition precedent, the said party of the first part shall file with the City Clerk of the City of Trenton a contract, to be drawn and approved as to form by the City Counsel of the City of Trenton, and to be approved by the Common Council, thereby and therein covenanting and agreeing with the municipality of the City of Trenton, for and on account of the rights, privileges and advantages granted by said ordinance, to abide by and fully perform all the matters and things in said ordinance contained, to be observed, kept and performed, as by the said ordinance or the record thereof will more fully and at large appear, a true copy of which said ordinance is hereto annexed and made a part hereof.

Now this agreement witnesseth, that for and in consideration of the premises and of the rights and privileges, franchises and licenses by the said ordinance conferred upon and granted to the party of the first part and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part, for itself and its successors, does hereby covenant and agree to and with the said party of the second part and their successors, that it, the said party of the first part, does hereby accept the aforesaid ordinance and all its provisions, and does hereby covenant and agree to and with the said party of the second part that it, the said party of the first part, and its successors, shall forever hereafter be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisions directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and bestowed to and upon the said party of the first part. It being the express intention of the party of the first part by this agreement to accept the aforesaid ordinance and to be bound by all its restrictions, limitations, impositions and conditions, fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In testimony whereof the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary, all on the day and year first above written.

MERCER COUNTY TRACTION COMPANY,
By HENRY C. MOORE, *President.*

Attest:
THOS. C. BARR,
Secretary.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 26, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 46.

An Ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the city of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved July 2d, 1904.

WHEREAS, The Mercer County Traction Company is a corporation duly organized under the laws of the State of New Jersey, and on the seventh day of June, one thousand nine hundred and four, filed in the office of the Secretary of State a description of the route of its new line of railway, showing the termini of such new line of railway, with the courses and distances thereof, and accompanied the said description of route and filed therewith a map exhibiting the said new line of railway, and the termini thereof, with the courses and distances thereof, which route is the same as hereinafter set forth, and is entitled to all and singular the rights, privileges and franchises of such duly authorized corporation as hereinafter granted; and

WHEREAS, Application has been made to the Common Council of the City of Trenton by said company, by a petition in writing now on file with the City Clerk, for permission to construct, maintain and operate a street railway, and to use electricity and electric motors as the propelling power of its cars in, over and upon certain streets in said city, as hereinafter set forth, and has accompanied the said petition with a map now on file with the City Clerk, showing the proposed location of rails or tracks, and the location of poles or conduits of said proposed railway; now therefore,

The Inhabitants of the City of Trenton do Ordain:

SECTION 1. That consent be and is hereby granted to the Mercer County Traction Company—

(*a*) To construct, maintain and operate a street railway in, upon and along the following streets and highways of the City of Trenton, the center line of which street railway upon the said streets is described as follows: Beginning at a point in West State street, said point being midway between the east and westbound tracks of the Trenton Street Railway Company, as now laid and used in said street, and being distant eighteen feet easterly from a point where the easterly curb line of Prospect street (if extended) would intersect the center line between the tracks of said railway company, and runs thence (1) on a curve to the right with a radius of forty-seven feet (47 ft.) and one and three-sixteenths inches (1 3-16 in.) for a distance of one hundred and twenty-two and eight-tenths feet (122 8-10 ft.) to a point of tangent; thence (2) north, eighty-three degrees (83 deg.) thirteen minutes (13 min.) east, one hundred eight and three-tenths feet (108.3 ft.), to a point of curve; thence (3) on a curve to the left with a radius of forty-four feet (44 ft.) eight and one-half inches (8½ in.) for a distance of fifty-three and eight-tenths feet (53.8 ft.) to a point of tangent; thence (4) north, forty-five degrees (45 deg.) forty-two minutes (42 min.) east, fourteen hundred and thirteen feet (1,413 ft.) to a point of curve thence (5) on a curve to the left for a distance of one hundred and seven feet (107 ft.); thence (6) north, thirty degrees (30 deg.) thirty-two minutes (32 min.) east, two hundred and sixty-three feet (263 ft.) to a point of curve; thence (7) on a curve to the left, with a radius of fifty feet (50 ft.) for a distance of sixty-five and two-tenths feet (65.2

ft.) to a point of tangent; thence (8) north, forty-four degrees (44 deg.) eighteen minutes (18 min.) west, nineteen hundred and seventy-seven and three-tenths feet (1,977.3 ft.); thence (9) north, forty-five degrees (45 deg.) fifty-two minutes (52 min.) west, twelve hundred and forty and six-tenths feet (1,240.6 ft.) to a point; thence (10) north, forty-two degrees (42 deg.) twenty-eight minutes (28 min.) west, eight hundred seventy-one and five-tenths (871.5 ft.) feet to a point; thence (11) north, forty-four degrees (44 deg.) thirty minutes (30 min.) west, fifteen hundred ninety-two and two-tenths feet (1,592.2 ft.) to a point.

The above-described line being the center line of a double-track railroad proposed to be constructed in Prospect street and in Stuyvesant avenue by the Mercer County Traction Company.

(*b*) To use electricity and electric motors as the propelling or motive power of its cars on said street railway; this grant or permission includes the right to construct, erect, use and maintain such poles, wire, conduits and other appliances as shall be appropriate or necessary to operate such street railway with electricity and electric motors.

Section 2. Said street railway shall consist of a double track, consisting of two single tracks of two rails each, of a gauge of five feet two inches, to be laid longitudinally in, upon and along said streets, in such places and locations therein as indicated by the description of the route hereinbefore set forth, and as shown upon a map of the route of said railway, filed with the Clerk of the City of Trenton, as aforesaid.

Section 3. The said poles necessary for the support of the overhead wires and construction shall be of iron; said poles shall be erected along the line of said street railway within the curb line, and at such places and locations in said streets and highways as shown upon the said map of the said railway filed with the City Clerk as above mentioned.

Section 4. The Common Council of the City of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number of trips daily and the hours of the day during which cars shall run and the number of cars in a train; and the said company, in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed or hereafter to be passed by the said Common Council of the City of

Trenton; *provided,* such provisions are not inconsistent with this ordinance.

Section 5. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the Common Council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or, in the event of the said Common Council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then, and in such cases, the Common Council reserves the right to cause such railway to be removed from the said streets and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and repairing such streets, pay the balance, if any, to the legal representatives of the company.

Section 6. No greater sum shall be charged and received by said company as fare or toll for the carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the Mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section.

Section 7. That upon that portion of Prospect street which is already paved, said company shall lay its rails to conform to the grade thereof, and shall restore such portions of said pavement as may be torn up by the laying of its tracks to as good condition as it was at the time of removing the portion of said pavement necessary for the laying of said tracks, and shall hereafter keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof for a distance of two feet outside of the outer rails with the same kind of material that is now used on said street.

Section 8. That said company, upon the remaining portions of Prospect street not included in the previous section, and upon Stuyvesant avenue, shall lay its rails to conform with the grade of such streets and shall pave inside the rails and between the tracks of its railway with good Belgian block stone, known as No. 1; and on the outside of the rails with like Belgian block stone, not less than twelve inches in length, laid transversely to the lines

of the rail, all to be laid on a five-inch concrete base, which need not be replaced if kept in good condition for a period of fifteen years.

Section 9. That whenever and as often as any paved street, or any part thereof, through or upon which the tracks of the said company are laid, is ordered repaved by the duly constituted municipal authorities, and such work has been completed and accepted, then the said company shall become liable to pay forthwith the entire cost and expense of repaving that part of such street lying inside the rails, between the tracks and for a distance of two feet outside of each outer rail of the tracks of said company, if double track, and three feet outside of each outer rail, if a single track, upon the presentation to it of a certificate of the cost and expense of such work, properly authenticated by the City Engineer.

Section 10. That whenever and as often as any unpaved street, or any part thereof, through or upon which permission is granted to said company to lay its tracks, is ordered paved by the duly constituted municipal authorities, and such work has been completed and accepted by them, then the said company shall forthwith pay to the Treasurer of the City of Trenton, the entire cost and expense of paving or repaving that part of said street lying inside the rails, between the tracks of said company, and for a distance of twelve inches outside of each outer rail of said tracks upon presentation to the said company of a certificate of the cost and expense of such work, signed by the City Engineer.

Section 11. Said company shall also pave at the intersection or crossing of any other railroad tracks the whole distance between all the rails at the said crossing, and all crosswalks which may be taken up by said company in the construction or repair of its tracks shall be relaid by the said company; and at all crossings of streets or the gutters thereof, over which the tracks of said company shall pass, a proper culvert, covered with iron or stone, the whole width of the street, shall be laid at the cost and expense of the said company, and shall be constructed under the direction of the City Engineer of said city; and all tracks shall be located and laid under the direction of the said Common Council and subject to the approval thereof.

Section 12. That the whole of said streets, preparatory to the laying of said tracks, shall be graded by or at the expense of the

said company, all work to be done under the direction of and on notice by the Common Council of the City of Trenton.

Section 13. Said company shall, immediately after every snowstorm, remove the snow fallen upon their tracks, in a manner satisfactory to the Street Commissioner; the Street Commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off the line of said streets, and in case said company shall fail to commence to remove said snow from such streets within six hours after receiving notice in writing from said Street Commissioner, and thereafter to remove the same with all possible despatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the Street Commissioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the City of Trenton.

Section 14. The said company shall pay to the City Clerk of the City of Trenton, for the use of said city, as partial compensation for the franchises hereby granted between the first and fifteenth days of January, in each and every year, a license fee of fifteen dollars for each and every car used by said company for carrying passengers, and the City Clerk shall furnish to the said company a certificate of such payment, which shall be placed in a conspicuous position in the car so licensed, and the said certificate shall contain the number of the car for which the license is granted; for any violation of the provisions of this section, said company shall be subject to a penalty of twenty-five dollars, to be forfeited and paid according to law.

Section 15. That the railway tracks to be laid by this company in the streets designated by this ordinance, shall not be wider than five feet two inches gauge, and the rails upon all that portion of the route covered by West State street and Prospect street, shall be girder groove rails, and upon the remaining portion of the route covered by Stuyvesant avenue the rails may be flanged girder rails, all rails to be of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved by Common Council, and shall be such as shall present the least obstruction in every respect to ordinary wagon travel.

Section 16. That whenever and wherever it may be found necessary to lay iron plates or other materials across any gutter

along the lines of railroad of such company, the same shall be laid by and at the expense of the said company, from curbstone to curbstone, under the direction and supervision of the City Engineer; and the said company shall keep the gutters, at all times, open and free from all obstructions, whether by dirt, ice or from any other cause.

SECTION 17. All persons driving vehicles on the said railways of the said company, in any of the streets aforesaid, in the direction that the cars travel on such tracks, shall have the right to the railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle entirely off such track, and any driver of any vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong, or by the request of the conductor, driver or motorman on such car, immediately turn out and drive his vehicle entirely off such track so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before any police justice of the City of Trenton.

SECTION 18. That whenever it shall be found necessary, on behalf of the city, to occupy all or any portion of any street or avenue whereupon the street railway of said company may be constructed for the purpose of making improvements thereon, such as culverts or sewers, or laying of water pipes, or any alteration or improvement that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power to make any such alterations, regulations or improvements, without recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement, as herein recited, directed to be done or to be performed by authority of the Common Council, no unnecessary delay shall be made or caused in any manner that shall work prejudice to the interests of said company.

SECTION 19. That said company, when the work of laying its tracks on the streets designated shall have commenced, shall pro-

ceed without delay to the completion of such work of laying of such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion for a period of four weeks consecutively after notice to proceed therewith has been given said company by order of the Common Council, then the consent and permission hereby given to lay such tracks on such streets shall be null and void, and the said Common Council shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company, and restore such streets to a proper condition.

Section 20. That nothing contained in this ordinance shall be decreed, construed or held in any way to confer any right on said company to effect the grade of any street or avenue of the city, except by and with the express consent and authority of the Common Council.

Section 21. That the permission and consent for the use of poles as aforesaid to be placed within the public street lines, is granted upon the following terms and conditions:

First. That said company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction at such places as hereinbefore set forth, and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the streets within the curb line, to be of the material as provided for in Section 3, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded.

Second. The location and placing of the poles shall be under the supervision and direction of the Common Council of the City of Trenton, or its authorized agent.

Third. The poles shall be placed at an average of one hundred and twenty-five feet apart.

Fourth. The said company, before commencing the construction of its plant or any part thereof from time to time, shall present to the Common Council a detailed plan or description in writing of such proposed construction or constructions, the same to be approved by the said Common Council before any work is done under the permission hereby granted.

Fifth. That said company shall establish and maintain a system of free transfers with the Trenton Street Railway Company for a continuous ride within the city limits, for a single fare, on all the

lines owned or operated by said company or owned and operated by the said Trenton Street Railway Company.

Sixth. That said company is to maintain gates upon the sides of the platform of its cars, so that ingress and egress to and from said cars can only be had from the side of the car nearest the curb; all cars placed upon the lines of said company shall be of the most approved pattern, and, except summer open cars and trail cars, shall have enclosed platforms.

Seventh. That the said company shall commence the construction of the said electric railway on or before the eleventh day of July, nineteen hundred and four, or as soon thereafter as the plans required to be submitted by the company are approved by the Committee on Railroads of the Common Council, and diligently prosecute and complete the same on or before the first day of October next; and in case the said company is delayed, enjoined or interfered with in their work of construction and equipment in any way by any legal process or suit at law or in equity, or by strikes or the laying of water pipes, sewers or culverts by the municipal authorities, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said work of construction and equipment as shall be consumed by any such legal process or suit at law or equity or strikes.

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the Commissioners of the Fire Department of the City of Trenton to make all necessary rules and regulations for the cutting and removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires.

Ninth. That all posts and poles, wires and overhead constructions made and constructed from time to time, or at any time, by said company within the City of Trenton, shall be made, erected and constructed under the supervision and to the satisfaction of the Common Council of said city.

Section 22. The consent and permission, rights and privileges hereby granted and given to said company on behalf of the municipality of the City of Trenton, are not intended and shall not be deemed, taken or construed to be in anywise restricted or abridged

by any limitation, restriction or provision contained in any existing ordinances of the City of Trenton in force and effect at the time of the passage of this ordinance.

SECTION 23. That said company, upon the taking effect of this ordinance, and within thirty days thereafter, and before exercising any rights and privileges thereby conferred, and as a condition precedent, shall file with the City Clerk of the City of Trenton, a contract, to be drawn and approved as to form by the City Counsel of the City of Trenton, and approved by the Common Council, thereby and therein covenanting and agreeing with the municipality of the City of Trenton, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

SECTION 24. That nothing in this ordinance shall be construed as giving to said company the exclusive right to the use of the streets above mentioned, and the Common Council of the City of Trenton hereby reserves to itself the right to grant to any other company the privilege of running over such portions of said streets herein granted to said company as may be necessary to enable any such other company to pass from one part of the city to another; *provided, however,* that whenever the Common Council shall grant to any other company the privilege of running over such portions of said streets, or either of them, or any portion of either, such other company or companies, as a condition precedent to the exercise of such privilege, shall bear and pay their proportionate part of the cost of construction of said railway to the said Mercer County Traction Company, and if the said Mercer County Traction Company and such other company to whom shall be granted such privilege shall be unable to agree as to the amount of such proportionate part, the same shall be ascertained by two indifferent persons, one to be appointed by said Mercer County Traction Company and the other by such other company obtaining such privilege, or by an umpire to be appointed by such two indifferent persons before they proceed to business, and if either party to such ascertainment shall fail to appoint a valuer of such proportionate part for the space of five days after being called on so to do by the other party, or shall appoint a valuer who shall refuse to act, the valuer appointed by the other party shall make a final valuation alone.

SECTION 25. In consideration of the granting of this franchise the said company hereby agrees to establish and maintain a system of transfers for a continuous ride within the city limits, for a single fare, on all lines now or hereafter owned or operated by it, and also to give and receive like transfers to and from the lines of other street railways upon any equitable basis that can be agreed upon between said companies; and in case of failure of any of said companies to agree upon any equitable basis of transfer, the question shall be submitted to arbitrators, one to be chosen by each of the disagreeing companies, a like number by the Common Council of the City of Trenton, and one by those so chosen, the decision of a majority of such arbitrators to be final and conclusive and binding upon each of the companies.

SECTION 26. That the said The Mercer County Traction Company hereby assumes and will indemnify "The Inhabitants of the City of Trenton" against all damages or injury from electrolysis to the water mains and water and other pipes located in the streets of the City of Trenton, through, along and in which its tracks are located, and to that end shall file in the office of the City Clerk a satisfactory bond, to be approved as to form by the City Counsel, within thirty days after the passage of this ordinance.

SECTION 27. That this ordinance shall not take effect until the said company shall pay the charges for printing the same.

Passed June 27, 1904.

Approved July 2, 1904.

EXHIBIT C 47.

Certified Copy of Acceptance of Ordinance of City of Trenton, Dated July 6, 1904.

Prospect Street and Stuyvesant Avenue, Ordinance of June 27, 1904.

This is to certify that the Mercer County Traction Company, a corporation existing under and by virtue of the laws of the State of New Jersey, accepts an ordinance granted by the common

council of the city of Trenton, on the twenty-seventh day of June, one thousand nine hundred and four, giving authority to said railway company to construct, maintain and operate a street railway upon and along Prospect street and Stuyvesant avenue, beginning at a point in West State street, said point being midway between the east and west bound tracks of the Trenton Street Railway Company, as now laid and used in said street, and being distant eighteen feet easterly from a point where the easterly curb line of Prospect street (if extended) would intersect the center line between the tracks of said railway company, and runs thence (1) on a curve to the right with a radius of forty-seven (47 ft.) and one and three-sixteenths inches (1 3/16 in.) for a distance of one hundred and twenty-two and eight-tenths feet (122 8/10 ft.) to a point of tangent; thence (2) north, eighty-three degrees (83 deg.) thirteen minutes (13 min.) east, one hundred eight and three-tenths feet (108.3 ft.) to a point of curve; thence (3) on a curve to the left with a radius of forty-four feet (44 ft.) eight and one-half inches (8½ in.) for a distance of fifty-three and eight-tenths feet to a point of tangent; thence (4) north, forty-five degrees forty-two minutes east, fourteen hundred and thirteen feet to a point of curve; thence (5) on a curve to the left, for a distance of one hundred and seven feet; thence (6) north, thirty degrees thirty-two minutes east, two hundred and sixty-three feet to a point of curve; thence (7) on a curve to the left, with a radius of fifty feet, for a distance of sixty-five and two-tenths feet to a point of tangent; thence (8) north, forty-four degrees, eighteen minutes west, nineteen hundred and seventy-seven and three-tenths feet; thence (9) north, forty-five degrees fifty-two minutes west, twelve hundred and forty and six-tenths feet to a point; thence (10) north, forty-two degrees, twenty-eight minutes west, eighteen hundred and seventy-one and five-tenths feet to a point; thence (11) north, forty-four degrees thirty minutes west, fifteen hundred and ninety-two and two-tenths feet to a point.

We further certify that a true copy of said ordinance is hereto annexed and made a part thereof; that the said company accepts said ordinance so as aforesaid granted by the said common council of the city of Trenton, and agrees to build its lines under all the terms and conditions made therein.

In witness whereof, the said Mercer County Traction Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary, this sixth day of July, nineteen hundred and four.

MERCER COUNTY TRACTION COMPANY,

(Seal) JOHN A. RIGG,
President.

Attest:
T. W. GROOKETT, JR.,
Secretary.

STATE OF NEW JERSEY, }
COUNTY OF MERCER. } *ss.*

Be it remembered, that on the sixth day of July, nineteen hundred and four, before me, the subscriber, a commissioner of deeds of the State of New Jersey, personally appears Thomas W. Grookett, Jr., who, being by me duly sworn, doth depose and make proof to my satisfaction, that he well knows the corporate seal of the Mercer County Traction Company, the grantee named in the foregoing certificate; that the seal thereto affixed is the proper corporate seal of the said company; that the same was so affixed thereto and the said certificate signed and delivered by John A. Rigg, who was at the time and execution thereof the president of said company, in the presence of the said deponent, as the voluntary act and deed of the said company, and that the said deponent thereupon signed the same as subscribing witness.

THOMAS W. GROOKETT, JR.

Sworn and subscribed before me, this sixth day of July, A. D. 1904.

MARGARET T. SIMPSON,
Commissioner of Deeds of N. J.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 24, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 48.

Certified Copy of Agreement Between Mercer County Traction Company and The Inhabitants of the City of Trenton, Dated July 6, 1904.

Prospect Street and Stuyvesant Avenue, Ordinance of June 27, 1904.

This agreement, made this sixth day of July, in the year of our Lord, nineteen hundred and four, between the Mercer County Traction Company, a corporation existing under and by virtue of the laws of the State of New Jersey, party of the first part, and "The Inhabitants of the City of Trenton," a municipal corporation of the State of New Jersey, party of the second part, witnesseth:

That whereas, application was made to the common council of the city of Trenton, by the party of the first part, for permission to construct, maintain and operate a street railway and to use electric motors as the propelling power of its cars in, upon and along the following streets and highways of the city of Trenton, the centre line of which street railway is described as follows: beginning at a point in West State street, said point being midway between the east and westbound tracks of the Trenton Street Railway Company, as now laid and used in said street, and being distant eighteen feet easterly from a point where the easterly curb line of Prospect street (if extended) would intersect the center line between the tracks of said railway company, and runs thence (1) on a curve to the right with a radius of forty-seven (47 ft.) and one and three-sixteenths inches (1 3-16 in.) for a distance of one hundred and twenty-two and eight-tenths feet (122 8-10 ft.) to a point of tangent; thence (2) north, eighty-three degrees (83 deg.) thirteen minutes (13 min.) east, one hundred eight and three-tenths feet (108.3 ft.) to a point of curve; thence (3) on a curve to the left with a radius of forty-four feet (44 ft.) eight and one-half inches (8½ in.) for a distance of fifty-three and eight-tenths feet (53.8 ft.) to a point of tangent; thence (4) north, forty-five degrees (45 deg.) forty-two minutes (42 min.) east, fourteen hundred and thirteen feet (1,413 ft.) to a point of curve; thence (5)

on a curve to the left for a distance of one hundred and seven feet (107 ft.); thence (6) north, thirty degrees (30 deg.) thirty-two minutes (32 min.) east, two hundred and sixty-three feet (263 ft.) to a point of curve; thence (7) on a curve to the left with a radius of fifty feet (50 ft.) for a distance of sixty-five and two-tenths feet (65.2 ft.) to a point of tangent; thence (8) north, forty-four degrees (44 deg.) eighteen minutes (18 min.) west, nineteen hundred and seventy-seven and three-tenths feet (1,977.3 ft.); thence (9) north, forty-five degrees (45 deg.) fifty-two minutes (52 min.) west, twelve hundred and forty and six-tenths feet (1,240.6 ft.) to a point; thence (10) north, forty-two degrees (42 deg.) twenty-eight minutes (28 min.) west, eight hundred and seventy-one and five-tenths (871.5 ft.) to a point; thence (11) north, forty-four degrees (44 deg.) thirty minutes (30 min.) west, fifteen hundred and ninety-two and two-tenths feet (1,592.2 ft.) to a point;

Whereas, in pursuance of said application the common council of the city of Trenton, in due form of law, did, on the twenty-seventh day of June, A. D. nineteen hundred and four, finally pass an ordinance entitled "An ordinance to authorize the Mercer County Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the city of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," which said ordinance was, on the said twenty-seventh day of June, A. D. nineteen hundred and four, duly passed by the said common council of the city of Trenton; and

Whereas, the said ordinance has now become a valid and subsisting ordinance of the city of Trenton; and

Whereas, said ordinance, besides conferring certain rights, privileges, franchises and licenses upon the said party of the first part, imposes certain restrictions, limitations and impositions upon the said party of the first part, and contains the proviso or condition, among others, that before exercising any rights and privileges by the said ordinance conferred, and as a condition precedent, the said party of the first part shall file with the city clerk of the city of Trenton a contract to be drawn and approved as to form by the city counsel of the city of Trenton, and to be approved by the common council of the city of Trenton, thereby and therein covenanting and agreeing with the municipality of the city of

Trenton for and on account of the rights, privileges and advantages thereby granted, to abide by and fully perform all the matters and things in said ordinance contained on its part to be observed, kept and performed, as by the said ordinance, a copy of which is hereto annexed, and made a part hereof, will more fully and at large appear; now, therefore,

This agreement witnesseth, that for and in consideration of the premises, and of the rights and privileges, franchises and licenses by the said ordinance conferred upon and granted to the said party of the first part, and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part, for itself and its successors, does hereby covenant and agree to and with the said party of the second part and their successors, that it, the said party of the first part, does hereby accept the aforesaid ordinance and all of its provisions, and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors, forever hereafter shall be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisions directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment by it of the aforesaid rights, privileges, franchises and licenses so by the said ordinance given, granted and bestowed to and upon the said party of the first part; it being the express intention of the said party of the first part by this agreement to accept the aforesaid ordinance and to be bound by all of its restrictions, limitations, impositions and conditions, fully, effectually and to all intents and purposes, and this agreement shall be so construed.

In witness whereof, the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary, all on the day and year first above written.

MERCER COUNTY TRACTION COMPANY,

(Seal) JOHN A. RIGG,

President.

Attest:

T. W. GROOKETT, JR.,

Secretary.

State of New Jersey, } ss.
County of Mercer, }

Be it remembered, that on the sixth day of July, in the year of our Lord one thousand nine hundred and four, before me, the subscriber, a Commissioner of Deeds of the State of New Jersey, personally appeared Thomas W. Grookett, Jr., who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of the Mercer County Traction Company, and that he well knows the corporate seal of the Mercer County Traction Company, the grantee named in the foregoing deed of agreement; that the seal thereto affixed is the proper corporate seal of said company; that the same was so affixed thereto and the said deed signed and delivered by John A. Rigg, who was at the time and execution thereof the President of said company, in the presence of the said deponent, as the voluntary act and deed of the said company, and that the said deponent thereupon signed the same as subscribing witness.

Thomas W. Grookett, Jr.

Sworn and subscribed before me,
this sixth day of July, A. D. 1904.

Margaret T. Simpson,
Commissioner of Deeds of N. J.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 24, 1915.

Albert G. Howell,
Acting City Clerk.

EXHIBIT C 49.

Certified Copy of Certificate of Incorporation of Trenton, Hamilton and Ewing Traction Company.

This is to certify that we, Karl G. Roebling, Louis C. Taylor, William A. Anderson, Benedict C. Kuser and Duncan M. Ander-

son, do hereby associate ourselves into a company under and by virtue of the provisions of an act of the legislature of New Jersey entitled "An act to authorize the formation of traction companies for the construction and operation of street railways, or railroads operated as street railways, and to regulate the same," approved March 14th, 1893, for the purposes mentioned in the act aforesaid, and to that end we do, by this certificate, set forth:

First—That the name which we have assumed, and do hereby assume, to designate such company and to be used in its business and dealings, is Trenton, Hamilton and Ewing Traction Company.

Second—That the place in this state where the principal office of said company is to be located is at 103 East State street in the City of Trenton, New Jersey, and the person in charge thereof and on whom process may be served is Peter E. Hurley.

Third—That the total amount of capital stock of the company is two hundred thousand dollars ($200,000), and the number of shares into which the same is divided is two thousand (2,000), of the par value of one hundred dollars ($100) each.

The amount with which the said company shall commence business is thirty thousand dollars ($30,000), which is divided into three hundred (300) shares of the par value of one hundred dollars each.

Fourth—The names and residences of the stockholders of said corporation and the number of shares held by each are as follows, to wit:

Name.	*Residence.*	*No. of Shares.*
Karl G. Roebling,	Trenton, N. J.	260
Louis C. Taylor,	" "	10
William A. Anderson,	" "	10
Benedict C. Kuser,	" "	10
Duncan M. Anderson,	" "	10

Fifth—The period at which said company shall commence is the eleventh day of August, one thousand nine hundred and five, and the period at which it shall terminate is the first day of August, two thousand and five.

In witness whereof, we have hereunto set our hands and seals, this eleventh day of August, A. D. one thousand nine hundred and five.

	KARL G. ROEBLING,	[L. S.]
Signed, sealed and delivered in the presence of	L. C. TAYLOR,	[L. S.]
	W. A. ANDERSON,	[L. S.]
NELSON L. PETTY.	BENEDICT C. KUSER,	[L. S.]
	DUNCAN M. ANDERSON.	[L. S.]

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Be it remembered, that on this eleventh day of August, one thousand nine hundred and five, before me, the subscriber, a Master in Chancery of New Jersey, personally appeared Karl G. Roebling, Louis C. Taylor, William A. Anderson, Benedict C. Kuser and Duncan M. Anderson, who, I am satisfied, are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each severally acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

NELSON L. PETTY,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY.

OFFICE OF STATE TREASURER.

Trenton August 11th, 1905.

Received from the Trenton, Hamilton and Ewing Traction Company, the sum of twenty-five thousand dollars ($25,000), the same being deposited with me, as required by "An act to authorize the formation of traction companies for the construction and operation of street railways or railroads operated as street railways, and to regulate the same," approved March fourteenth, A. D. eighteen hundred and ninety-three, and the supplements thereto.

FRANK O. BRIGGS,
State Treasurer.

Endorsed:

"Filed and recorded August 11th, 1905.

S. D. Dickinson,
Secretary of State."

State of New Jersey.

Department of State.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, do hereby Certify that the foregoing is a true copy of the Certificate of Incorporation of Trenton, Hamilton and Ewing Traction Company, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the eleventh day of August, A. D. 1905, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this nineteenth day of August, A. D. 1915.

[L. S.]

Thomas F. Martin,
Secretary of State.

EXHIBIT C 50.

An Ordinance to authorize the Trenton, Hamilton and Ewing Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the City of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Passed December 5th, 1905.

Whereas, The Trenton, Hamilton and Ewing Traction Company is a company duly organized under the laws of the State of New Jersey, and has filed in the office of the Secretary of State a description of the route of its new line of railway,

showing the termini of such new line of railway, with the courses and distances thereof, and accompanied the said description of route and filed therewith a map, exhibiting the said new line of railway and the termini thereof, with the courses and distances thereof, the said new line of railway being partly in the city of Trenton and partly in the township of Ewing, in the county of Mercer, which route, so far as the same lies in the city of Trenton, is the same as hereinafter set forth, and is entitled to all and singular the rights, privileges and franchises of such duly authorized corporation as hereinafter granted; and

WHEREAS, Application has been made to the common council of the city of Trenton of said company, by a petition in writing, now on file with the city clerk, for permission to construct, maintain and operate a street railway, and to use electricity and electric motors as the propelling power of its cars in, over and upon certain streets in said city, as hereinafter set forth, and has accompanied the said petition with a map now on file with the city clerk, showing the proposed location of rails or tracks and the location of poles or conduits of said proposed railway; now, therefore,

The Inhabitants of the City of Trenton do Ordain:

SECTION 1. That consent be and is hereby granted to the Trenton, Hamilton and Ewing Traction Company—

(*a*) To construct, maintain and operate a street railway in, upon and along the following streets and highways of the city of Trenton, the centre line of which street railway upon the said streets is described as follows: Beginning at a point in the centre of West State street and the south line of Parkside avenue; thence along the centre of West State street and public road leading to Trenton Junction, the following courses and distances, to wit: North, forty-seven degrees and thirty minutes west (N. 47° 30′ W.), six hundred seventy and five-tenths feet (670.5 ft.) to a point; north, fifty-one degrees and forty-two minutes west (N. 51° 42′ W.), eleven hundred twenty-two and three-tenths feet (1122.3 ft.) to a point; north, forty-seven degrees and twenty-eight minutes west (N. 47° 28′ W.), eight hundred twenty-nine and three-tenths feet (829.3 ft.) to a point; north thirty-one de-

grees and twenty-nine minutes west (N. 31° 29′ W.), five hundred and sixty-nine feet (569 ft.) to a point; north, twenty-one degrees and thirty-nine minutes east (N. 21° 39′ E.), crossing Belvidere branch of the Pennsylvania railroad and the feeder of the Delaware and Raritan canal, two hundred and sixty-one feet (261 ft.) to a point; north, sixty-one degrees and twenty-six minutes west (N. 61° 26′ W.), six hundred fifty-three and two-tenths feet (653.2 ft.) to a point; north, thirty-eight degrees and nine minutes west (38° 9′ W.), nine hundred forty-one and nine-tenths feet (941.9 ft.) to a point; north, thirty-nine degrees and eight minutes west (N. 39° 8′ W.), eleven hundred twenty-three and one-tenth feet (1123.1 ft.) to a point; north, twenty-two degrees and six minutes west (N. 22° 6′ W.), seven hundred and fifty-eight feet (758 ft.) to a point. Also such other route as may be required adjoining the route above described, for all necessary curves, cross-overs and switches that may be required for the safe, proper and economical operation of the above-described route.

The above-described line being the centre line of a double-track railroad proposed to be constructed on West State street, from the south line of Parkside avenue to the River road, and a single-track railroad from the junction of West State street and the River road, along West State street to the city line, by the Trenton, Hamilton and Ewing Traction Company.

(*b*) To use electricity and electric motors as the propelling or motive power of its cars on said street railway; this grant or permission includes the right to construct, erect, use and maintain such poles, wires, conduits and other appliances as shall be appropriate or necessary to operate such street railway with electricity and electric motors.

Section 2. Said street railway shall consist of a double track, consisting of two single tracks of two rails each, of a gauge of five feet two inches, to be laid longitudinally in, upon and along West State street from the south line of Parkside avenue to the River road, and a single track of two rails, of a gauge of five feet two inches, to be laid longitudinally in, upon and along West State street from its junction with the River road to the city line, in such places and locations therein as indicated by the description of the route hereinbefore set forth, and as shown upon the map of the route of said railway filed with the clerk of the city of Trenton as aforesaid.

Section 3. The said poles necessary for the support of the overhead wires and construction shall be of iron, and said poles shall be erected along the line of said street railway within the curb line, and at such places and locations in said street as shown upon the said map of the said railway filed with the city clerk as above mentioned.

Section 4. The common council of the city of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of cars, the manner of stoppage thereof, the number of trips daily and the hours of the day during which cars shall run and the number of cars in a train; and the said company, in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed or hereafter to be passed by the said common council of the city of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

Section 5. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the common council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or in the event of said common council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then, and in such cases, the common council reserves the right to cause such railway to be removed from the said streets, and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and repairing such streets, pay the balance, if any, to the legal representative of the company.

Section 6. No greater sum shall be charged and received by said company as fare or toll for the carrying of passengers than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section.

Section 7. That whenever and as often as any paved street, or any part thereof, through or upon which the tracks of said company are laid, is ordered repaved by the duly constituted municipal authorities and such work has been completed and accepted,

then the said company shall become liable to pay forthwith the entire cost and expense of repaving that part of such street lying inside the rails, between the tracks and for a distance of two feet outside of each outer rail of the tracks of said company, if a double track, and three feet outside of each outer rail if a single track, upon the presentation to it of a certificate of the cost and expense of such work, properly authenticated by the city engineer.

SECTION 8. That whenever and as often as any unpaved street, or any part thereof, through or upon which permission is granted to said company to lay its tracks, is ordered paved by the duly constituted municipal authorities, and such work has been completed and accepted by them, then the said company shall forthwith pay to the treasurer of the city of Trenton the entire cost and expense of paving or repaving that part of said street lying inside the rails, between the tracks of said company, and for a distance of two feet outside of each outer rail of said tracks, upon presentation to the said company of a certificate of the cost and expense of such work, signed by the city engineer.

SECTION 9. Said company shall also pave at the intersection or crossing of any other railroad tracks the whole distance between all the rails at the said crossing, and all cross-walks which may be taken up by said company in the construction or repair of its tracks shall be relaid by the said company; and at all crossings of streets or the gutters thereof, over which the tracks of said company shall pass, a proper culvert, covered with iron or stone, the whole width of the street, shall be laid at the cost and expense of the said company, and shall be constructed under the direction of the city engineer of said city; and all tracks shall be located and laid under the direction of the said common council and subject to the approval thereof.

SECTION 10. That said company shall pave inside the rails and between the tracks of its railway with Belgian block stone, known as No. 1 stone, and on the outside of the rails with like Belgian stone, not less than twelve inches in length, laid transversely to the lines of the rails, all to be bedded in good coarse sand, which need not be replaced if kept in good condition for ten years; and shall also construct the road on each side of each outer rail of the said trolley track for a distance of at least twenty feet with macadam, in accordance with the plans adopted for stone roads by

the state supervisor of county roads. The said company may use the stone now on the road.

Section 11. That the whole of said street, preparatory to the laying of said tracks, shall be graded by or at the expense of the said company, all work to be done under the direction of and on notice by the common council of the city of Trenton.

Section 12. Said company shall immediately after every snowstorm remove the snow fallen upon their tracks in a manner satisfactory to the street commissioner; the street commissioner shall have the right to require said company to remove the snow falling upon their tracks entirely off the line of said street, and in case said company shall fail to commence to remove said snow from such street within six hours after receiving notice in writing from said street commissioner, and thereafter to remove the same with all possible despatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the street commissioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the city of Trenton.

Section 13. That the railway tracks to be laid by this company in the streets designated by this ordinance shall not be wider than five feet two inches gauge and the rails shall be flanged girder rails. All rails to be of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved by common council, and shall be such as shall present the least obstruction in every respect to the ordinary wagon travel.

Section 14. That whenever and wherever it may be found necessary to lay iron plates or other materials across any gutter along the lines of railroad of such company, the same shall be laid by and at the expense of the said company, from curbstone to curbstone, under the direction and supervision of the city engineer; and the said company shall keep the gutters at all times open and free from all obstructions, whether by dirt, ice or from any other cause.

Section 15. All persons driving vehicles on the said railways of the said company, in any of the streets aforesaid, in the direction that the cars travel on such tracks, shall have the right to the railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite di-

rection shall turn his vehicle entirely off such track, and any driver of any vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong, or by the request of the conductor, driver or motorman of such car, immediately turn out and drive his vehicle entirely off such track so as to allow such railway car to pass by; and the cars of said company shall have the first right of way over the tracks of the company; and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before any police justice of the city of Trenton.

Section 16. That whenever it shall be found necessary, on behalf of the city, to occupy all or any portion of any street or avenue whereupon the street railway of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water pipes, or any alteration or improvement that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power to make any such alterations, regulations or improvements, without recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration, regulation or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement, as herein recited, directed to be done or to be performed by authority of the common council, no unnecessary delay shall be made or caused in any manner that shall work prejudice to the interests of said company.

Section 17. That said company, when the work of laying its tracks on the streets designated shall have commenced, shall proceed without delay to the completion of such work of laying of such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion, for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the common council, then the consent and permission hereby given to lay such tracks on such streets shall be null and void, and the said common council shall be authorized, at the cost and expense of the company, to take up such incomplete track or tracks theretofore laid by the company, and restore such streets to a proper condition.

SECTION 18. That nothing contained in this ordinance shall be decreed, construed or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except by and with the express consent and authority of the common council.

SECTION 19. That the permission and consent for the use of poles as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. That this company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction at such places as hereinbefore set forth, and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the streets within the curb line, to be of the material as provided for in Section 3, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded.

Second. The location and placing of the poles shall be under the supervision and direction of the common council of the city of Trenton, or its authorized agents.

Third. The poles shall be placed at an average of one hundred feet apart.

Fourth. The said company, before commencing the construction of its plant or any part thereof, from time to time, shall present to the common council a detailed plan or description, in writing, of such proposed construction or constructions, the same to be approved by the said common council before any work is done under the permission hereby granted.

Fifth. That said company shall establish and maintain a system of free transfers with the Trenton Street Railway Company for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company, or owned and operated by the said Trenton Street Railway Company.

Sixth. That said company is to maintain gates upon the sides of platforms of its cars, so that ingress and egress to and from said cars can only be had from the sides of the cars nearest the curb; all cars placed upon the lines of said company shall be of the most approved pattern, and, except summer cars, shall have enclosed platforms.

Seventh. That the said company shall commence the construction of the said electric railway on or before the first day of April,

nineteen hundred and six, or as soon thereafter as the plans required to be submitted by the company are approved by the Committee on Railroads of common council, and diligently prosecute and complete the same on or before the first day of April, nineteen hundred and seven; and in case the said company is delayed, enjoined or interfered with in their work of construction and equipment in any way, by any legal process or suit at law or in equity, or by strikes or by the laying of water pipes, sewers or culverts by the municipal authorities, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said work of construction and equipment as shall be consumed by any such legal process or suit at law or equity or strikes.

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the Commissioners of the Fire Department of the city of Trenton to make all necessary rules and regulations for the cutting and removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires.

Ninth. That all posts and poles, wires and overhead constructions made and constructed from time to time, or at any time, by said company within the city of Trenton, shall be made, erected and constructed under the supervision and to the satisfaction of the common council of said city.

Section 20. The consent and permission, rights and privileges hereby granted and given to said company on behalf of the municipality of the city of Trenton are not intended and shall not be deemed, taken or construed to be in anywise restricted or abridged by any limitation, restriction or provision contained in any existing ordinances of the city of Trenton in force and effect at the time of the passage of this ordinance.

Section 21. That said company, upon the taking effect of this ordinance, and within thirty days thereafter, and before exercising any rights and privileges hereby conferred, and as a condition precedent, shall file with the city clerk of the city of Trenton a contract, to be drawn and approved as to form by the city counsel of the city of Trenton, and approved by the common council, thereby and therein covenanting and agreeing with the municipality of the city of Trenton, for and on account of the rights,

privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

SECTION 22. That nothing in this ordinance shall be construed as giving to said company the exclusive right to the use of the streets above mentioned, and the common council of the city of Trenton hereby reserves to itself the right to grant to any other company the privilege of running over such portions of said streets herein granted to said company as may be necessary to enable any such other company to pass from one part of the city to another; *provided, however,* that whenever the common council shall grant to any other company the privilege of running over such portions of said street, or any portion of said street, such other company or companies, as a condition precedent to the exercise of such privileges, shall bear and pay their proportionate part of the cost of construction of said railway to the said Trenton, Hamilton and Ewing Traction Company, and if the said Trenton, Hamilton and Ewing Traction Company and such other company to whom shall be granted such privilege, shall be unable to agree as to the amount of such proportionate part, the same shall be ascertained by two indifferent persons, one to be appointed by said Trenton, Hamilton and Ewing Traction Company and the other by such other company obtaining such privilege, or by an umpire to be appointed by such two indifferent persons before they proceed to business, and if either party to such ascertainment shall fail to appoint a valuer of such proportionate part for the space of five days after being called on so to do by the other party, or shall appoint a valuer who shall refuse to act, the valuer appointed by the other party shall make a final valuation alone.

SECTION 23. In consideration of the granting of this franchise the said company hereby agrees to establish and maintain a system of transfers for a continuous ride within the city limits for a single fare, on all lines now or hereafter owned or operated by it, and also to give and receive like transfers to and from the lines of other street railways upon any equitable basis that can be agreed upon between said companies; and in case of failure of any of said companies to agree upon any equitable basis of transfer, the question shall be submitted to arbitrators, one to be chosen by each of the disagreeing companies, a like number by the common council of the city of Trenton, and one by those so chosen, the decision

of a majority of such arbitrators to be final and conclusive and binding upon each of the companies.

SECTION 24. That the said Trenton, Hamilton and Ewing Traction Company hereby assumes and will indemnify "The Inhabitants of the City of Trenton" against all damages or injury from electrolysis to the water mains or any other water pipes located in the streets of the city of Trenton, through, along and in which its tracks are located, and to that end shall file in the office of the city clerk a satisfactory bond, to be approved as to form by the city counsel, within thirty days after the passage of this ordinance.

SECTION 25. That said common council hereby reserves to itself the power of altering or amending this ordinance at any future time whenever in the judgment of common council it shall become necessary for the public good so to do.

SECTION 26. That this ordinance shall not take effect until the said company shall pay the charges for printing the same.

Passed over the Mayor's veto December 5, 1905.

EXHIBIT C 51.

Certified copy of agreement, Mercer County Traction Company and City of Trenton, accepting ordinance passed December 5, 1905—West State Street, Parkside Avenue to City Line, Dated December 30, 1905.

This agreement, made this thirtieth day of December, in the year of our Lord nineteen hundred and five, between the Trenton, Hamilton and Ewing Traction Company, a corporation existing under and by virtue of the laws of the State of New Jersey, party of the first part, and "The Inhabitants of the City of Trenton," a municipal corporation, party of the second part, witnesseth:

That whereas, application was made to the Common Council of the City of Trenton, by the party of the first part, for permission to construct, maintain and operate a street railway and to use electric mo-

tors as the propelling power of its cars in, upon and along the following streets and highways of the City of Trenton, the center line of which street railway upon the said streets is described as follows: Beginning at a point in the centre of West State Street and the south side of Parkside Avenue; thence along the center of West State Street and public road leading to Trenton Junction, the following courses and distances, to wit: North, forty-seven degrees and thirty minutes west (N. 47 deg. 30 min. W.), six hundred and seventy and five-tenths feet (670.5) to a point; north, fifty-one degrees and forty-two minutes west (N. 51. deg. 42 min. W.), eleven hundred and twenty-two and three-tenths feet (1122.3 ft.) to a point; north, forty-seven degrees and twenty-eight minutes west (N. 47 deg. 28 min. W), eight hundred and twenty-nine and three-tenths feet (829.3 ft.) to a point; north, thirty-one degrees and twenty-nine minutes west (N. 31 deg. 29 min. W.), five hundred and sixty-nine feet (569 ft.) to a point; north, twenty-one degrees and thirty-nine minutes east (N. 21 deg. 39 min. E.), crossing Belvidere Branch of the Pennsylvania Railroad and the feeder of the Delaware and Raritan Canal two hundred and sixty-one feet (261 ft.) to a point; north, sixty-one degrees and twenty-six minutes west (N. 61 deg. 26 min. W.), six hundred and fifty-three and two-tenths feet (653.2 ft.) to a point; north, thirty-eight degrees and nine minutes west (N. 38 deg. 9 min. W.), nine hundred and forty-one and nine-tenths feet (941.9 ft.) to a point; north, thirty-nine degrees and eight minutes west (N. 39 deg. 8 min. W.), eleven hundred and twenty-three and one-tenth feet (1123.1 ft.) to a point; north, twenty-two degrees and six minutes west (N. 22 deg. 6 min. W.), seven hundred and fifty-eight feet (758 ft.) to a point. Also such other route as may be required, adjoining the route above described, for all necessary curves, cross-overs and switches that may be required for the safe, proper and economical operation of the above-described route; and

Whereas, in pursuance of said application the Common Council of the City of Trenton, in due form of law, did, on the fourteenth day of November, A. D. nineteen hundred and five, finally pass an ordinance entitled "An ordinance to authorize the Trenton, Hamilton and Ewing Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the City of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors," which said ordinance was, on the twenty-

first day of November, nineteen hundred and five, returned to the City Clerk by the Mayor of said City of Trenton, without his approval and with his objections to the approval thereof; and

Whereas, Common Council, on the fifth day of December, nineteen hundred and five, proceeded to reconsider the said ordinance, and notwithstanding the objections of his Honor, the Mayor, thereto, finally passed the said ordinance over the veto of the said Mayor; and

Whereas, said ordinance, besides conferring certain rights, privileges, franchises and licenses upon the said party of the first part, imposes certain restrictions, limitations and impositions upon the said party of the first part, and contains the proviso or condition, among others, that before exercising any rights and privileges by the said ordinance conferred, and as a condition precedent, the said party of the first part shall file with the City Clerk of the City of Trenton a contract, to be drawn and approved as to form by the City Counsel of the City of Trenton, and to be approved by the Common Council of the City of Trenton, thereby and therein covenanting and agreeing with the municipality of the City of Trenton, for and on account of the rights, privileges and advantages thereby granted, to abide by and fully perform all the matters and things in said ordinances contained, on its part to be observed, kept and performed, as by the said ordinance, a copy of which is hereto annexed, and made a part hereof, will more fully and at large appear; now, therefore,

This agreement witnesseth, that for and in consideration of the premises, and of the rights and privileges, franchises and licenses by the said ordinances conferred upon and granted to the party of the first part, and for and in consideration of the sum of one dollar by the party of the first part to the party of the second part in hand paid, at and before the signing and sealing of this agreement, the receipt whereof is hereby acknowledged, said party of the first part, for itself and its successors, does hereby covenant and agree to and with the said party of the second part and their successors, that it, the said party of the first part, does hereby accept the aforesaid ordinance and all of its provisions and does hereby covenant and agree to and with the said party of the second part, that it, the said party of the first part and its successors forever hereafter shall be bound to observe, keep and perform all the conditions, limitations, impositions, matters and things by the said ordinance and its provisions directed to be observed, kept and performed by the said party of the first part as a consideration to the enjoyment of it of the aforesaid rights, privileges,

franchises and licenses so by the said ordinance given, granted and bestowed to and upon the said party of the first part. It being the express intention of the said party of the first part by this agreement to accept the aforesaid ordinance and to be bound by all of its restrictions, limitations, impositions and conditions fully, effectually and to all intents and purposes, and this agreement shall be so construed.

And it is further agreed that the tenth section of said ordinance shall be construed to mean that if the said company shall pave inside the rails and between the tracks of its railway with Belgian block stone, known as No. 1 stone, and on the outside of the rails with like Belgian block not less than twelve inches in length, laid transversely to the lines of the rail, all to be imbedded in good, coarse sand, and keep the same in good condition, it shall not be required to replace said paving for a period of at least ten years with any other kind of pavement which may be ordered by the municipality.

In witness whereof, the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary, all on the day and year first above written.

TRENTON, HAMILTON & EWING TRACTION COMPANY,
By KARL G. ROEBLING, *President.*

Attest:
L. C. TAYLOR,
Secretary.

STATE OF NEW JERSEY, } *ss:*
COUNTY OF MERCER, }

Be it remembered, that on this second day of January, nineteen hundred and six, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared Louis C. Taylor, who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the secretary of the Trenton, Hamilton and Ewing Traction Company, and that he well knows the corporate seal of the Trenton, Hamilton and Ewing Traction Company, the grantee named in the foregoing deed of agreement; that the seal thereto affixed is the proper corporate seal of the said company; that the same was so affixed thereto and the said deed signed and delivered by Karl G. Roebling, who was at the time and execution thereof the president of said company, in

the presence of said deponent, as the voluntary act and deed of the said company, and that the said deponent thereupon signed the same as subscribing witness.

Sworn and subscribed before me, second day of January, nineteen hundred and six.

GEO. W. MACPHERSON,
Master in Chancery of New Jersey.

I hereby certify that this is a true copy.
Dated, Trenton, N. J., August 26, 1915.

ALBERT G. HOWELL,
Acting City Clerk.

EXHIBIT C 52.

An Ordinance to authorize the Trenton, Hamilton and Ewing Traction Company to construct, maintain and operate a street railway in, over and upon certain streets in the City of Trenton, and to use electric motors as the propelling power of its cars, and to provide for the erection of poles and the stringing of wires thereon to supply electricity to the motors.

Approved March 1st, 1906.

WHEREAS, The Trenton, Hamilton and Ewing Traction Company is a corporation duly organized under the laws of the State of New Jersey, and on the sixth day of February, one thousand nine hundred and six, filed in the office of the Secretary of State a description of the route of its new line of railway, showing the terminal of such new line of railway, with the courses and distances thereof, and accompanied the said description of route and filed therewith a map exhibiting the said new line of railway, and the terminal thereof, with the courses and distances thereof, which route is the same as hereinafter set forth, and is entitled to all and singular the rights, privileges and franchises of such duly authorized corporation as hereinafter granted; and

WHEREAS, Application has been made to the Common Council of the City of Trenton by said company, by petition in writing, now on file with the City Clerk, for permission to construct, maintain and operate a street railway, and to use electricity and electric motors as the propelling power of its cars, in, over and upon certain streets in said city, as hereinafter set forth, and has accompanied said petition with a map now on file with the City Clerk, showing the proposed location of rails or tracks and the location of poles or conduits of said proposed railway; now therefore,

The Inhabitants of the City of Trenton do Ordain:

SECTION 1. That consent be and is hereby granted to the Trenton, Hamilton and Ewing Traction Company—

(*a*) To construct, maintain and operate a street railway in, upon and along Stuyvesant avenue, described as follows: Said street railway to be a double-track street railway, with a gauge of five feet two inches for the whole distance, that is to say, from the westerly side of Whittlesey road, in the said City of Trenton, running westerly in, through and along the street known as Stuyvesant avenue, in the said City of Trenton, until it reaches lands of the New Jersey State Hospital, the centre line of which, with the courses and distances thereof, is described as follows: Beginning at a point in the centre line of Stuyvesant avenue where the easterly line of Whittlesey road (produced) intersects the centre line of Stuyvesant avenue, and runs thence (1) north, thirty-nine degrees and fifty-eight minutes west (N. 39° 58′ W.), along the centre line of Stuyvesant avenue, as laid out through lands of the New Jersey State Home for Girls and lands of the Park Place Land Company, three thousand and sixty feet (3,060) to a point in the easterly line of lands belonging to the New Jersey State Hospital.

(*b*) To use electricity and electric motors as the propelling or motive power of its cars on said street railway; this grant or permission includes the right to construct, erect, use and maintain such poles, wires, conduits and other appliances as shall be appropriate or necessary to operate such street railway with electricity and electric motors.

SECTION 2. Said street railway shall consist upon Stuyvesant avenue, of a double track, consisting of two single tracks of two

rails each, of a gauge of five feet two inches, to be laid longitudinally in, upon and along such street in such places and locations therein as indicated by the description of the route hereinbefore set forth and as shown upon a map of the route of said railway, filed with the Clerk of the City of Trenton as aforesaid.

SECTION 3. The said poles necessary for the support of the overhead wires and construction shall be of wood, and when directed by Common Council shall be of iron; said poles shall be erected along the line of said street railway within the curb line, and at such places and locations in said streets and highways as shown upon the said map of the said railway filed with the City Clerk as above mentioned.

SECTION 4. The Common Council of the City of Trenton shall have the right, from time to time, to make reasonable regulations governing the speed of the cars, the manner of stoppage thereof, the number of trips daily and the hours of the day during which cars shall run, and the number of cars in a train, and the said company, in the operation of its street railway, shall be governed by the provisions of any ordinance or ordinances heretofore passed or hereafter to be passed by the said Common Council of the City of Trenton; *provided,* such provisions are not inconsistent with this ordinance.

SECTION 5. That should said company neglect to run cars upon their constructed railway for the accommodation of the public for the space of three consecutive months, the Common Council reserves the right to rent such constructed railway to any other person or company who will be willing to run cars on the same; or in the event of the said Common Council being unable to rent such railway, or to place cars upon the same for six months after the same shall have been abandoned as aforesaid by the company, then, and in such case, the Common Council reserves the right to cause such railway to be removed from the said streets and to sell and dispose of the materials thereof, and after paying therefrom all expenses of such removal and sale, and repairing such streets, pay the balance, if any, to the legal representatives of the company.

SECTION 6. No greater sum shall be charged and received by said company as fare or toll for the carrying of passengers, than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the Mayor is hereby empowered to

revoke the license of any car which is not run in accordance with the provisions of this section.

SECTION 7. That whenever and as often as any paved street, or any part thereof through or upon which the tracks of said company are laid, is ordered repaved by the duly constituted municipal authorities, and such work has been completed and accepted, then the said company shall become liable to pay forthwith the entire cost and expense of repaving that part of such street lying inside the rails, between the tracks and for a distance of two feet outside of each outer rail of the tracks of said company, if a double track, and three feet outside of each outer rail if a single track, upon the presentation to it of a certificate of the cost and expense of such work properly authenticated by the City Engineer.

SECTION 8. That whenever and as often as any unpaved street, or any part thereof through or upon which permission is granted to said company to lay its tracks, is ordered paved by the duly constituted municipal authorities, and such work has been completed and accepted by them, then the said company shall forthwith pay to the Treasurer of the City of Trenton the entire cost and expense of paving or repaving that part of said street lying inside the rails, between the tracks of said company, and for a distance of two feet outside of each outer rail of said tracks, upon presentation to the said company of a certificate of the cost and expense of such work, signed by the City Engineer.

SECTION 9. Said company shall also pave at the intersection or crossing of any other railroad tracks, the whole distance between all the rails at the said crossing, and all crosswalks which may be taken up by said company in the construction or repair of its tracks shall be relaid by the said company; and at all crossings of streets or the gutters thereof, over which the tracks of said company shall pass, a proper culvert, covered with iron or stone, the whole width of the street, shall be laid, at the cost and expense of the said company, and shall be constructed under the direction of the City Engineer of said city; and all tracks shall be located and laid under the direction of said Common Council and subject to the approval thereof.

SECTION 10. That said company shall pave inside the rails and between the tracks of its railway with cobble stones, and on the outside of each outer rail, for a distance of two feet, with like cobble stones, all to be bedded in good coarse sand; said portion of

the street so paved with cobble stones shall be repaved by said company, when the city authorities shall, by ordinance, order the balance of said Stuyvesant avenue paved, and with such material as the remaining portion of such avenue shall be paved.

SECTION 11. That the whole of said street preparatory to the laying of said tracks shall be graded by or at the expense of the said company, all work to be done under the direction of and on notice by the Common Council of the City of Trenton.

SECTION 12. Said company shall, immediately after every snowstorm, remove the snow fallen upon their tracks in a manner satisfactory to the Street Commissioner; the Street Commissioner shall have the right to require said company to remove snow falling upon their tracks entirely off the line of the said street, and in case said company shall fail to commence to remove said snow from such street within six hours after receiving notice in writing from said Street Commissioner, and thereafter to remove the same with all possible dispatch, the city shall have the right to remove the same at the expense of the company, and the cost thereof shall be repaid to the city on demand; the certificate of the Street Commissioner shall be conclusive evidence of the cost of such removal; the notice above mentioned may be left at the office of the company in the City of Trenton.

SECTION 13. That the railway tracks to be laid by this company in the streets designated by this ordinance shall not be wider than five feet two inches gauge, and the rails shall be flanged girder rails. All rails to be of the best and most approved pattern and description for city street railways, and to be of a pattern to be approved by Common Council, and shall be such as shall present the least obstruction in every respect to the ordinary wagon travel.

SECTION 14. That whenever and wherever it may be found necessary to lay iron plates or other materials across any gutter along the line of railroad of such company, the same shall be laid by and at the expense of the said company, from curbstone to curbstone, under the direction and supervision of the City Engineer; and the said company shall keep the gutters at all times open and free from all obstructions, whether by dirt, ice or from any other cause.

SECTION 15. All persons driving vehicles on the said railways of the said company, in any of the streets aforesaid, in the direction that the cars travel on such tracks, shall have the right to the

railroad track when meeting any other vehicle going in an opposite direction; and the driver of the vehicle going in the opposite direction shall turn his vehicle off such track; and any driver of any vehicle on any such line of the company, when overtaken by a car of the company, shall, on being warned by the ringing of a bell or gong, or by the request of the conductor, driver or motorman of such car, immediately turn out and drive his vehicle entirely off such track, so as to allow such railway car to pass by; and the cars of the said company shall have the first right of way over the tracks of said company, and the driver of any vehicle, for any violation of the provisions of this section, shall pay a penalty of ten dollars and costs, to be recovered before any police justice of the City of Trenton.

Section 16. That whenever it shall be found necessary, on behalf of the city, to occupy all or any portion of any street or avenue whereupon the street railway of said company may be constructed, for the purpose of making improvements thereon, such as culverts or sewers, or laying of water pipes, or any alteration or improvement that may from time to time be found necessary, the proper municipal authorities of the city shall have full and entire power to make any such alterations, regulations or improvements, without recourse on the part of the said company against the city or its authorities for any obstruction or embarrassment that the said company may meet with consequent upon such alteration or improvement; *provided, however,* that on the occasion of any alteration, regulation or improvement, as herein recited, directed to be done or to be performed, by authority of the Common Council, no unnecessary delay shall be made or caused in any manner that shall work prejudice to the interests of said company.

Section 17. That said company, when the work of laying its tracks on the streets designated shall have commenced, shall proceed without delay to the completion of such work of laying of such track or tracks within the limits aforesaid; and if the said company shall stop or delay its work before completion, for a period of four weeks consecutively, after notice to proceed therewith has been given said company by order of the Common Council, then the consent and permission hereby given to lay such tracks on such streets shall be null and void, and the said Common Council shall be authorized, at the cost and expense of the company, to take

up such incomplete track or tracks theretofore laid by the company, and restore such streets to a proper condition.

SECTION 18. That nothing contained in this ordinance shall be decreed, construed or held in any way to confer any right on said company to affect the grade of any street or avenue of the city, except by and with the express consent and authority of the Common Council.

SECTION 19. That the permission and consent for the use of the poles as aforesaid, to be placed within the public street lines, is granted upon the following terms and conditions:

First. That this company is hereby authorized to erect and maintain such poles as may be necessary for the support of its overhead construction at such places as hereinbefore set forth, and to string thereon the necessary wires, such poles to be placed as nearly as practicable opposite each other on the sides of the streets within the curb line, to be of the material as provided for in Section 3, and to be at least twenty feet high, and the wires to be strung thereon to be properly guarded.

Second. The location and placing of the poles shall be under the supervision and direction of the Common Council of the City of Trenton, or its authorized agents.

Third. The poles shall be placed at an average of one hundred feet apart.

Fourth. The said company, before commencing the construction of its plant or any part thereof, from time to time, shall present to the Common Council a detailed plan or description, in writing, of such proposed construction or constructions, the same to be approved by the said Common Council before any work is done under the permission hereby granted.

Fifth. That said company shall establish and maintain a system of free transfers with the Trenton Street Railway Company for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by the said company, or owned and operated by the said Trenton Street Railway Company.

Sixth. That said company is to maintain gates upon the sides of platforms of its cars, so that ingress and egress to and from said cars can only be had from the sides of the car nearest the curb; all cars placed upon the lines of said company shall be of the most approved pattern, and, except summer cars, shall have enclosed platforms.

Seventh. That the said company shall commence the construction of the said electric railway on or before the first day of April, nineteen hundred and six, or as soon thereafter as the plans required to be submitted by the company are approved by the Committee on Railroads of Common Council, and diligently prosecute and complete the same on or before the first day of April, nineteen hundred and seven; and in case the said company is delayed, enjoined or interfered with in their work of construction and equipment in any way, by any legal process or suit at law or in equity, or by strikes or by the laying of water pipes, sewers or culverts by the municipal authorities, the time of such delay shall not be counted as part of such limitation of time as is fixed by this paragraph, but said company shall be entitled to so much additional time for completing said work of construction and equipment as shall be consumed by any legal process or suit at law or equity, or strikes.

Eighth. That nothing in this ordinance contained shall be so construed as to interfere in any way with the right of the Commissioners of the Fire Department of the City of Trenton to make all necessary rules and regulations for the cutting and removal of overhead wires of said company for the purpose of more readily and safely extinguishing fires.

Ninth. That all posts and poles, wires and overhead constructions made and constructed from time to time, or at any time, by said company within the City of Trenton shall be made, erected and constructed under the supervision and to the satisfaction of the Common Council of said city.

Section 20. The consent and permission, right and privileges hereby granted and given to said company, on behalf of the municipality of the City of Trenton, are not intended and shall not be deemed, taken or construed to be in anywise restricted or abridged by any limitation, restriction or provisions contained in any existing ordinances of the City of Trenton in force and effect at the time of the passing of this ordinance.

Section 21. That said company, upon the taking effect of this ordinance, and within thirty days thereafter, and before exercising any rights and privileges hereby conferred, and as a condition precedent, shall file with the City Clerk of the City of Trenton a contract, to be drawn and approved as to form by the City Counsel of the City of Trenton, and approved by the Common Council,

thereby covenanting and agreeing with the municipality of the City of Trenton, for and on account of the rights, privileges and advantages hereby granted, to abide by and fully perform all the matters and things in this ordinance contained to be observed, kept and performed.

Section 22. That nothing in this ordinance shall be construed as giving to said company the exclusive right to the use of the streets above mentioned, and the Common Council of the City of Trenton hereby reserves to itself the right to grant to any other company the privilege of running over such portions of said streets herein granted to said company as may be necessary to enable any such other company to pass from one part of the city to another; *provided, however,* that whenever the Common Council shall grant to any other company the privilege of running over such portions of said street, or any portion of said street, such other company or companies, as a condition precedent to the exercise of such privileges, shall bear and pay their proportionate part of the cost of construction of said railway to the said Trenton, Hamilton and Ewing Traction Company, and if the said Trenton, Hamilton and Ewing Traction Company and such other company to whom shall be granted such privilege, shall be unable to agree as to the amount of such proportionate part, the same shall be ascertained by two indifferent persons, one to be appointed by said Trenton, Hamilton and Ewing Traction Company and the other by such other company obtaining such privilege, or by an umpire to be appointed by such two indifferent persons before they proceed to business, and if either party to such ascertainment shall fail to appoint a valuer of such proportionate part for the space of five days after being called on so to do by the other party, or shall appoint a valuer who shall refuse to act, the valuer appointed by the other party, shall make a final valuation alone.

Section 23. In consideration of the granting of this franchise, the said company hereby agrees to establish and maintain a system of transfers for a continuous ride within the city limits for a single fare, on all lines now or hereafter owned or operated by it, and also to give and receive like transfers to and from the lines of other street railways and upon any equitable basis that can be agreed upon between said companies; and in case of failure of any of said companies to agree upon any equitable basis of trans-

fer, the question shall be submitted to arbitrators, one to be chosen by each of the disagreeing companies, a like number by the Common Council of the City of Trenton, and one by those so chosen, the decision of a majority of such arbitrators to be final and conclusive and binding upon each of the companies.

SECTION 24. That the said Trenton, Hamilton and Ewing Traction Company hereby assumes and will indemnify "The Inhabitants of the City of Trenton" against all damages or injury from electrolysis to the water mains or any other water pipes located in the streets of the City of Trenton, through, along and in which its tracks are located, and to that end shall file in the office of the City Clerk a satisfactory bond, to be approved as to form by the City Counsel, within thirty days after the passage of this ordinance.

SECTION 25. That Common Council reserves to itself the right to alter and amend this ordinance in whole or in part whenever in the judgment of Common Council it is deemed proper so to do.

SECTION 26. That this ordinance shall not take effect until the said company shall pay the charges for printing the same.

Passed February 23, 1906.

Approved March 1, 1906.

EXHIBIT C 52.

Certified Copy of Certificate of Incorporation of Trenton and Mercer County Traction Corporation.

This is to certify that we, the undersigned, do hereby associate ourselves into a corporation, under and by virtue of the provisions of an act of the Legislature of the State of New Jersey, entitled "An act concerning corporations" (Revision of 1896), approved April 21st, 1896, and the several supplements thereto and acts amendatory thereof, and do severally agree to take the number of shares of capital stock set opposite our respective names.

First—The name of the corporation is Trenton and Mercer County Traction Corporation.

Second—The location of the principal office in the State of New Jersey is at No. 103 East State street in the city of Trenton and county of Mercer.

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served, until otherwise changed, is Peter E. Hurley.

Third—The objects for which this corporation is formed are:

To purchase, subscribe for, or otherwise acquire and own, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of the shares of the capital stock of or any bonds, securities, or evidences of indebtedness created by any other corporation or corporations, private, public, or quasi-public, of this state or any other state, or of the United States, and while owner of such stock to exercise all the rights, powers, and privileges of ownership, including the right to vote thereon.

To aid in any manner any corporation any of whose shares of capital stock, bonds or other obligations are held or are in any manner guaranteed by this company, and to do any acts or things for the preservation and protection, improvement or enhancement of the value of any such shares of capital stock, bonds, or other obligations, or the property represented thereby; to do any and all acts and things tending to increase the value of any of the property at any time held or controlled by this company; to further and otherwise facilitate the organization of subsidiary companies; to issue bonds and to secure the same by pledge or deed of trust or mortgage of or upon the whole or any part of the property, real and personal, including shares of stock, bonds, leases, contracts, or other obligations held by the company, or any property which may be acquired by it, not excluding any class of property, real or personal, not herein specifically enumerated, and to sell or pledge such bonds for proper corporate purposes, as and when the board of directors shall determine; to construct, maintain, extend, enlarge and operate in this state, works for the supply and distribution of electricity for electric lights, heat and power; to acquire and hold such works with the franchises and rights under which the same are or may be operated by purchase, lease or otherwise; to operate such works and exercise and enjoy such franchises and rights; to make, execute, accept, hold, perform, assign and transfer leases of works constructed and to be constructed for the purpose of supplying and distributing elec-

tricity for electric lights, heat or power; to operate such works under and in pursuance of such leases, and to use the public roads, highways, streets, avenues and alleys in this state for the purpose of erecting posts or poles on the same to sustain the necessary wires and fixtures and to lay pipes or conduits and to lay wires therein beneath the public roads, highways, streets, avenues and alleys of this state as may be deemed necessary. The company shall also have power to issue obligations, other than those mentioned above, including perpetual interest bearing certificates in payment for property, real or personal, including shares of stock, purchased or acquired by it, or for any other object in or about its business; to mortgage and to pledge any stocks, bonds, leases, contracts or other obligations, or any property which may be acquired by it, not excluding any class of property, real or personal, not herein specificially enumerated; to secure any bonds or other obligations by it issued or incurred; to guarantee any dividends or the principal and interest of bonds or other obligations, and the performance of contracts, agreements and leases made by other corporations, and to issue its stock, bonds or other obligations in payment for any such guarantee when made by any other corporation, for the improvement or enhancement of the value of any shares of stock, securities or other property owned by this company or any corporation in which it is interested; and as a primary object of this incorporation and also in furtherance of its corporate business and to the extent authorized by law to lease, purchase, hold, sell, assign, transfer, pledge, mortgage and convey real and personal property of any name and nature, the company shall also have power to acquire, in any lawful manner, by lease or other instrument, the property and franchises of any corporation or corporations, for such terms and upon such conditions as may be agreed upon, and to perform the obligations of any such lease or other instrument with reference to the maintenance, operation, extension and improvement of the leased property; to purchase, or otherwise acquire, and hold, own, mortgage, pledge, assign and transfer, or otherwise dispose of, trade, deal in and deal with property of every class and description. The company shall have and exercise all the powers conferred by the laws of the State of New Jersey upon corporations formed under "An act concerning corporations" (Revision of 1896), and its several amendments and supplements; it being expressly provided

that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the company.

Fourth—The total authorized capital stock of the corporation is ten thousand dollars, divided into one hundred shares of one hundred dollars each.

The amount of the capital stock with which the corporation will commence business is one thousand dollars.

Fifth—The names and post-office addresses of the incorporators, and the number of shares of stock subscribed for by each, the aggregate of which, being one thousand dollars ($1,000), is the amount of capital stock with which the corporation will commence business, are as follows:

Name.	*Post-Office Address.*	*Number of Shares.*
Oscar T. Crosby.	Warrenton, Virginia.	5
Rankin Johnson.	37 Madison avenue, New York City, N. Y.	4
George W. Macpherson.	Trenton, N. J.	1

Sixth—The duration of the corporation shall be perpetual.

Seventh—The number of the directors may be increased or diminished as may from time to time be provided in the by-laws. In case of any increase of the number of directors, the additional directors shall be elected as may be provided in the by-laws, either by the directors or by the stockholders at an annual or special meeting; and one-third of their number shall be elected for the then unexpired portion of the term of the directors of the first class; one-third of their number for the unexpired portion of the term of the directors of the second class, and one-third of their number for the unexpired portion of the term of the directors of the third class, so that each class of directors shall be increased equally.

The board of directors shall have power to hold its meetings, to have one or more offices, and to keep the books of the corporation (except as otherwise provided by law) outside of the State of New Jersey, at such places as may be from time to time designated by them.

The board of directors may appoint from the directors an

executive committee, of which a majority shall constitute a quorum, and to such extent as shall be provided in the by-laws such committee shall have and may exercise all or any of the powers of the board of directors, including the power to cause the seal of the corporation to be affixed to all papers that may require it.

The board of directors may appoint any other standing committees, and such standing committees shall have and may exercise such powers as shall be conferred or authorized by the by-laws.

The board of directors shall have power from time to time to fix and to determine and to vary the amount of the working capital of the company and to direct and determine the use and disposition of any surplus or net profits over and above the capital stock paid in.

There shall be no obligation upon the directors to declare dividends on any date or in any month specified by statute. In the absence of by-laws regulating or fixing the date of declaration and payment of dividends, the board of directors may declare and pay dividends among the stockholders out of the earnings of the company applicable thereto, and said dividends shall be of such amounts and declared and paid at such times as shall be fixed by the board of directors in their discretion.

The board of directors shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the company, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account or book or document of the company, except in his capacity as a stockholder, and then only with respect to his interests as a stockholder and respecting matters germane to his status as a stockholder, and not for a purpose hostile to the interests of the corporation.

The board of directors, before the issue of any new or additional shares of the capital stock of the corporation, over and above the amount of the capital stock with which the corporation commences business, viz.: one thousand dollars, may determine that such new or additional shares, or any part thereof, shall be offered in the first instance to all of the then stockholders, in proportion to the number of shares of stock then held by them, respectively, or said

board, in its discretion, may make any other provision respecting the issue and allotment of the new or additional shares of capital stock.

As authorized by an act of the Legislature of the State of New Jersey, approved March 22d, 1901, amending the seventeenth section of "An act concerning corporations" (Revision of 1896), any corporate action which theretofore required the consent of the holders of two-thirds of the stock of any meeting, after due notice to them given, or required their consent in writing, to be filed, may be taken upon the consent of and the consent given and filed by, the holders of two-thirds of the stock, represented at such meeting in person or by proxy.

No contract or other transaction between this company and any other corporation, firm, co-partnership or individual, shall be affected by the fact that directors of this company are directors, officers or stockholders of such other corporation, or are interested in such contracts or transaction, if, at the meeting of the board of directors, or of any committee of this company making, authorizing or confirming such contract or transaction, there shall be present and voting affirmatively thereon, a quorum of the directors or of the committee, respectively, none of whom are directors, officers or stockholders of such other corporation.

Any contract or transaction that shall be approved or ratified by the vote of the holders of a majority of the capital stock of the company, which is represented in person or by proxy, at any meeting of the stockholders called, solely or in part, for the purpose of considering any such contract or transaction shall be valid and binding upon the corporation, and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation, notwithstanding that any officer or director of this company shall be personally interested in any such contract or transaction, or a director officer of any corporation with which any such contract or transaction may be made.

Subject always to alteration and repeal by the stockholders, and to by-laws made by the stockholders, the board of directors may make by-laws and from time to time may alter, amend or repeal any by-laws; and any by-laws made by the board of directors may be so altered or repealed by the stockholders at any annual meeting or at any special meeting, provided notice of such proposed alteration or repeal be included in the notice of the special meeting.

In witness whereof, we have hereunto set our hands and seals the fifth day of October, A. D. 1910.

OSCAR T. CROSBY. [L. S.]
RANKIN JOHNSON. [L. S.]
GEO. W. MACPHERSON. [L. S.]

Signed, sealed and delivered in the presence of
EDWIN C. LONG.

STATE OF NEW JERSEY, }
COUNTY OF MERCER, } *ss.*

Be it remembered, that on this fifth day of October, A. D. 1910, before me, a Master in Chancery of New Jersey, personally appeared Oscar T. Crosby, Rankin Johnson and George W. Macpherson, who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

EDWIN C. LONG,
M. C. C. of N. J.

Endorsed:

"Received in the clerk's office of the county of Mercer, on the 5th day of Oct. A. D. 1910, at 3:00 o'clock in the afternoon, and recorded in Book H of Corporations for said county, on pages 593, &c.

GEO. R. ROBBINS,
Clerk."

"Filed and recorded Oct. 5, 1910.

S. D. DICKINSON,
Secretary of State."

STATE OF NEW JERSEY.

DEPARTMENT OF STATE.

I, S. D. Dickinson, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the certificate of incorporation of Trenton and Mercer County Traction

Corporation, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the fifth day of October, A. D. 1910, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this sixteenth day of [L. S.] February, A. D. 1912.

S. D. DICKINSON,
Secretary of State.

EXHIBIT C 53.

Certified Copy of Certificate of Increase of Capital Stock and Change of Articles of Incorporation of The Trenton and Mercer County Traction Corporation.

The location of the principal office in this state is at No. 103 East State street, in the City of Trenton, County of Mercer.

The name of the agent therein and in charge thereof, upon whom process against this Corporation may be served is John C. Thompson.

RESOLUTION OF DIRECTORS.

The board of directors of the Trenton and Mercer County Traction Corporation, a corporation of New Jersey, on this twenty-ninth day of September, A. D. 1911, do hereby resolve and declare that it is advisable that the authorized capital stock of this company be increased from ten thousand dollars to four hundred thousand dollars, divided into four thousand shares of the par value of one hundred dollars each; of such total authorized stock two thousand shares amounting to two hundred thousand dollars shall be preferred stock, and two thousand shares amounting to two hundred thousand dollars shall be common stock. The holders of the preferred stock shall be entitled to receive, when and as declared from

the surplus or net profits of the corporation, dividends at the rate of six per centum per annum and no more, payable semi-annually on dates to be fixed by the by-laws. The dividends on preferred stock shall after three years from the organization of said company be cumulative, and from and after that date shall be payable before any dividend on the common stock shall be paid or set apart; so that if in any year after the lapse of three years dividends amounting to six per centum shall not have been paid thereon, the deficiency shall be payable before any dividend shall be paid on or set apart upon the common stock. Whenever all cumulative dividends on the preferred stock for all previous years shall have been declared and shall have become payable, and the accrued semi-annual installments for the current year shall have been declared and the company shall have paid such cumulative dividends for the previous years and such accrued semi-annual installments, or shall have set aside from its surplus or net profits a sum sufficient for the payment thereof, the board of directors may declare dividends on the common stock, payable then or thereafter out of any remaining surplus or net profits.

In the event of any liquidation, dissolution or winding up (whether voluntary or involuntary) of the corporation, the holders of the preferred stock shall be entitled to be paid in full both the par amount of their shares and the unpaid dividends accrued thereon before any amount shall be paid to the holders of the common stock; and after the payment to the holders of the preferred stock of its par value and the unpaid accrued dividends thereon, the remaining assets and funds shall be divided and paid to the holders of common stock according to their respective shares; and such preferred stock shall be subject to redemption at any times after three years from the issue thereof at a price not less than ten per centum above par.

The holders of preferred stock shall have no voting powers on any question.

and do hereby call a meeting of the stockholders, to be held at the company's office, in the city of Trenton, on the fifth day of October, 1911, at ten o'clock A. M., to take action upon the above resolution.

CERTIFICATE OF CHANGE.

The Trenton and Mercer County Traction Corporation, a corporation of New Jersey, doth hereby certify that it has increased its authorized capital stock from ten thousand dollars to four hundred thousand dollars, divided into four thousand shares of the par value of one hundred dollars each; of such total authorized stock two thousand shares amounting to two hundred thousand dollars to be preferred stock and two thousand shares amounting to two hundred thousand dollars to be common stock; and has changed its articles of incorporation, said increase of stock and change having been declared by resolution of the board of directors of said corporation (above recited) to be advisable, and having been duly and regularly assented to by the vote of two-thirds in interest of each class of stockholders having voting powers, at a meeting duly called by the board of directors for that purpose; and the written assent of said stockholders is hereto appended.

In Witness Whereof, said corporation has caused this certificate to be signed by its president and secretary, and its corporate seal to be hereto affixed the twenty-seventh day of October, A. D. 1911.

Oscar T. Crosby, *President.*

[corporate seal.] George W. Macpherson, *Secretary.*

State of New Jersey, } *ss.*
County of Mercer. }

Be it remembered, that on this thirty-first day of October, A. D. 1911, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared George W. Macpherson, secretary of the Trenton and Mercer County Traction Corporation, the corporation mentioned in and which executed the foregoing certificate, who, being by me duly sworn, on his oath says he is such secretary, and that the seal affixed to said certificate is the corporate seal of said corporation, the same being well known to him; that Oscar T. Crosby is president of said corporation, and signed said certificate and affixed said seal thereto, and delivered said certificate by authority of the board of directors and with the assent of at least two-thirds in interest of each class of the stockholders of said corporation having voting powers as and for his

voluntary act and deed, and the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

And he further says that the assent hereto appended is signed by at least two-thirds in interest of each class of stockholders of said corporation having voting powers, either in person or by their several duly constituted attorneys in fact, thereunto duly authorized in writing.

GEO. W. MACPHERSON.

Sworn and subscribed to this first day of November, A. D. 1911.

EDWIN C. LONG,
M. C. C. of N. J.

STOCKHOLDERS' ASSENT TO CHANGE.

We, the subscribers, being at least two-thirds in interest of each class of the stockholders of the Trenton and Mercer County Traction Corporation having voting powers, having, at a meeting regularly called for the purpose, voted in favor of increasing its authorized capital stock from ten thousand dollars to four hundred thousand dollars, divided into four thousand shares of the par value of one hundred dollars each; of such total authorized stock two thousand shares amounting to two hundred thousand dollars to be preferred stock and two thousand shares amounting to two hundred thousand dollars to be common stock; and changing its articles of incorporation to conform thereto as set forth in the resolution of the board of directors above recited, do now, pursuant to the statute, hereby give our written assent to said change.

Witness our hands this twenty-seventh day of October, A. D. 1911.

Stockholders.	*No. of Shares.*
Oscar T. Crosby,	Five Shares.
Rankin Johnson,	Four Shares.
George W. Macpherson,	One Share.

Endorsed:

"Filed and recorded Nov. 1, 1911.

S. D. DICKINSON,
Secretary of State."

STATE OF NEW JERSEY.

DEPARTMENT OF STATE.

I, S. D. Dickinson, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of certificate of increase of capital stock and change of articles of incorporation of The Trenton and Mercer County Traction Corporation, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the first day of November, A. D. 1911, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this first day of November, A. D. 1911.

[SEAL.] S. D. DICKINSON,
Secretary of State."

EXHIBIT C 54.

Certified Copy of Certificate Increasing the Authorized Capital Stock of The Trenton Street Railway Company.

The location of the principal office in this state is at No. 103 East State street, in the city of Trenton, county of Mercer.

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served is F. W. Roebling.

RESOLUTION OF DIRECTORS.

The board of directors of the Trenton Street Railway Company, a corporation of New Jersey, on this first day of August, A. D. 1911, do hereby resolve and declare that it is advisable that the

authorized capital stock of this company be increased from one million dollars ($1,000,000), consisting of twenty thousand (20,000) shares of the par value of fifty dollars ($50) each, to two million five hundred thousand dollars ($2,500,000), consisting of fifty thousand (50,000) shares of the par value of fifty dollars ($50) each, and do hereby call a meeting of the stockholders, to be held at the company's office in the city of Trenton, on the seventh day of August, 1911, at 10 o'clock A. M., to take action upon the above resolution.

CERTIFICATE OF CHANGE.

The Trenton Street Railway Company, a corporation of New Jersey, doth hereby certify that it has increased its authorized capital stock from one million dollars ($1,000,000), consisting of twenty thousand (20,000) shares of fifty dollars ($50) each, to two million five hundred thousand dollars ($2,500,000), consisting of fifty thousand (50,000) shares of fifty dollars ($50) each, said authorized increase having been declared by resolution of the board of directors of said corporation (above-recited) to be advisable, and having been duly and regularly assented to by the vote of two-thirds in interest of each class of stockholders having voting powers, at a meeting duly called by the board of directors for that purpose; and the written assent of said stockholders is hereto appended.

In witness whereof, said corporation has caused this certificate to be signed by its president and secretary, and its corporate seal to be hereto affixed the ninth day of August, A. D. 1911.

JOHN A. RIGG, *President.*

[CORPORATE SEAL.]

T. W. GROOKETT, JR., *Secretary.*

STATE OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA. } *ss.*

Be it remembered, that on this ninth day of August, A. D. 191 , before me, the subscriber, a foreign commissioner of deeds, personally appeared T. W. Grookett, Jr., secretary of the Trenton

Street Railway Company, the corporation mentioned in and which executed the foregoing certificate, who, being by me duly sworn, on his oath says he is such secretary, and that the seal affixed to said certificate is the corporate seal of said corporation, the same being well known to him; that John A Rigg is president of said corporation, and signed said certificate and affixed said seal thereto, and delivered said certificate by authority of the board of directors and with the assent of at least two-thirds in interest of each class of the stockholders of said corporation having voting powers as and for his voluntary act and deed, and the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

And he further says that the assent hereto appended is signed by at least two-thirds in interest of each class of stockholders of said corporation having voting powers, either in person or by their several duly constituted attorneys in fact, thereunto duly authorized in writing.

[L. S.] JOSEPH F. COTTER,
Commissioner of Deeds for New Jersey in Pennsylvania.

STOCKHOLDERS' ASSENT TO CHANGE.

We, the subscribers, being at least two-thirds in interest of each class of the stockholders of the Trenton Street Railway Company having voting powers, having, at a meeting regularly called for the purpose, voted in favor of increasing the authorized capital stock from one million dollars ($1,000,000), consisting of twenty thousand (20,000) shares of fifty dollars ($50) each, to two million five hundred thousand dollars ($2,500,000), consisting of fifty thousand (50,000) shares of fifty dollars ($50) each, do now, pursuant to the statute, hereby give our written assent to said change.

Witness our hands this seventh day of August, A. D. 1911.

Stockholders.	*No. of Shares.*
The United Power and Transportation Company, John A Rigg, President. Attest: Jno. W. Goodwin, Secretary.	19,969–12/50
John A. Rigg,	1
Jno. W. Goodwin,	1
T. W. Grookett, Jr.,	1
F. W. Roebling, Jr.,	1
F. W. Roebling,	1
Edwin H. Ginnelley,	1
Richmond L. Jones,	1

Endorsed:

"Filed and recorded August 22d, 1911.

S. D. Dickinson,
Secretary of State."

State of New Jersey.

Department of State.

I, S. D. Dickinson, Secretary of State of the State of New Jersey, do hereby Certify that the foregoing is a true copy of Certificate Increasing the Authorized Capital Stock of The Trenton Street Railway Company, from $1,000,000 to $2,500,000, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the twenty-second day of August, A. D. 1911, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this twenty-second day of August, A. D. 1911.

[L. S.]

S. D. Dickinson,
Secretary of State.

EXHIBIT C 55.

An Ordinance to provide for the sale of tickets by the Trenton Street Railway Company.

The Inhabitants of the City of Trenton do ordain:

SECTION 1. That from and after the passage of this ordinance the Trenton Street Railway Company be and it hereby is required to sell at all times upon all of the cars operated by said company, in the city of Trenton, tickets, at the rate of six tickets for twenty-five cents, which shall be good and valid (in lieu of the fare or toll which said company, by the several ordinances of this city, was heretofore authorized to charge or collect for the carrying of passengers) over any and all of the lines of the street railway operated by said company within the corporate limits of said city.

SECTION 2. That no toll or fare shall be charged or received by the said company for the carrying of children under the age of five years, but that all children within the age aforesaid shall and may ride free of toll as heretofore.

SECTION 3. That the mayor of this city be and he hereby is authorized and empowered to revoke the license of any car operated by the said company upon which the requirements and provisions of this ordinance are willfully violated or disregarded.

SECTION 4. That all ordinances and parts of ordinances inconsistent with the terms of this ordinance be and they hereby are repealed, and that this ordinance shall take effect immediately.

Passed October 19, 1909.

Approved October 22, 1909

This Indenture, made and entered into this fifteenth day of October, A. D. 1910, by and between the TRENTON STREET RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called "RAILWAY"), party of the first part, and TRENTON AND MERCER COUNTY TRACTION CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called "TRACTION"), party of the second part, WITNESSETH:

WHEREAS, Traction has offered to lease for the term of nine hundred and ninety-nine years from Railway its entire street railway system, all its property, real and personal, of every kind, and all its rights, franchises and privileges now held, possessed, operated, controlled, used and enjoyed by it, or which may be hereafter, during the term of said lease, held, possessed, operated, controlled, used and enjoyed by it, in consideration of the covenants, stipulations and agreements in this Indenture of Lease contained; and

WHEREAS, said offer has been accepted and an Agreement has been accordingly entered into by and between Railway and Traction in the terms hereinafter set forth, which Agreement has been duly made by the Board of Directors of the respective companies duly assembled,

New Jersey State Library

and by the stockholders of the respective companies duly assembled for such purpose.

NOW THIS INDENTURE WITNESSETH: That for and in consideration of the covenants and agreements of Traction hereinafter contained, and the sum of One Dollar by it in hand paid to Railway, the receipt whereof is hereby acknowledged, Railway doth hereby let and demise to Traction, its successors and assigns, all its real estate, wheresoever located, and any and every interest therein, legal or equitable, and its railways, as the same are now located and constructed or as the same may be hereafter located and constructed, in pursuance of any and every lawful authority now existing or which may hereafter exist, together with all the branches, extensions, bridges, sidings, turn-outs, tracks, rights of way, easements, licenses public and private, fixtures, equipment, choses in action, liberties, lands, machinery, depots, stables, shops, stations, buildings, structures, improvements, poles, wires, motors, power-houses, engines, boilers, dynamos, electrical plants, electrical apparatus, horses, cars and other rolling stock, tools, implements, rails, machinery, harness, equipment, stable furniture and other personal property generally of every kind or description, appurtenances, tenements and hereditaments of whatever kind or description and wherever situate, excepting supplies in storeroom, now held, owned, used or controlled by Railway and which at any time hereafter, during the term of this lease, may be by it held, owned, used or acquired, incident to or connected with the main-

tenance, operation, construction, extension or business of its said railways and appurtenances; also all the rights, powers, privileges and franchises which are now or at any time hereafter during the term aforesaid may be lawfully possessed, exercised or enjoyed in or about the use, operation, management, maintenance, renewal, extension, improvement or ownership of its railways, property and appurtenances above demised, also all the executory contracts of Railway for construction, operation, protection, and improvement of its said railways, property, rights and business, and for the purchase or supply to it of material, machinery, engines, boilers, cars, rails, power-houses and equipment, and also all the right of Railway to enter into contracts by lease or otherwise; saving and excepting out of this Lease and Contract all books and papers relating to the corporate existence, business and accounts of Railway; Provided that nothing herein contained shall be deemed or taken in any manner to affect the right of corporate existence of Railway or its powers or franchises, the existence or exercise of which may from time to time be necessary to fully carry out the provisions and intent of this Lease, and to protect the interests of its stockholders hereunder.

TO HAVE AND TO HOLD the premises thus leased, demised, assigned, transferred and set over to Traction, its successors and assigns, subject to all the covenants and conditions hereinafter contained, for the full term of nine hundred and ninety years, beginning at the close of business on the fifteenth day of October, A. D. one

thousand nine hundred and ten, unless the said term be ended and determined sooner, as hereinafter provided.

IN CONSIDERATION OF THE PREMISES, Traction and Railway do covenant and agree as follows, each binding itself, its successors and assigns to the other, its successors and assigns:

ONE.—Traction shall and will, in addition to the payments hereinafter provided, pay to Railway, as the rent of the premises hereby demised, in lawful money of the United States of America, the yearly rent or net sum of Forty-seven thousand Dollars for the first year of this lease, Forty-nine thousand five hundred Dollars for the second year of this lease, Fifty-two thousand Dollars for the third year of this lease, Fifty-seven thousand Dollars for the fourth year of this lease, Sixty-two thousand Dollars for the fifth year of this lease, Sixty-four thousand Dollars for the sixth year of this lease, Sixty-six thousand five hundred Dollars for the seventh year of this lease, Seventy-one thousand five hundred Dollars for the eighth year of this lease, Seventy-six thousand five hundred Dollars for the ninth year of this lease, Eighty-one thousand five hundred Dollars for the tenth year of this lease, Eighty-three thousand five hundred Dollars for the eleventh year of this lease, Eighty-six thousand Dollars for the twelfth year of this lease, Ninety-one thousand Dollars for the thirteenth year of this lease, Ninety-five thousand Dollars for the fourteenth year of this lease, Ninety-eight thousand Dollars for the fifteenth

year of this lease, One hundred thousand Dollars for the sixteenth year of this lease, and the like sum of One hundred thousand Dollars for each succeeding year for and during the remainder of this lease; said yearly rental shall be paid in equal quarterly payments on or before the first days of January, April, July and October in each year, the first payment, being for two and one-half months' rent, shall be paid on the twenty-sixth day of December, nineteen hundred and ten, and thereafter the payments shall be made quarterly, when due as aforesaid. There shall be no abatement whatever upon these payments by reason of any advances or other payments which Traction may hereafter be compelled to make on account of Railway, or for any other reason whatsoever, it being intended that Railway shall receive from Traction a total net revenue equivalent to the rentals above mentioned and no more, and that Railway shall receive the same clear of all deduction of every sort and kind and free and clear of all deductions, charges, taxes and assessments whatsoever, it being intended that said charges, taxes and assessments are assumed and must be primarily paid, as they shall become payable, by Traction.

Two.—Traction will pay to Railway Eight hundred and fifty Dollars per annum, payable quarterly, in equal instalments, on the first days of January, April, July and October of each year, for maintaining the corporate organization of Railway, and agrees to provide Railway, without cost or charge, suitable office and safe room, with light, heat and janitor service.

THREE.—Traction agrees to pay the semi-annual interest on all bonds and mortgages now outstanding affecting the property hereby demised, which said bonds are secured by a mortgage or mortgages upon the property hereby demised, as follows:

The Trenton Passenger Railway Company, Consolidated, now Railway, made, executed and delivered: To The Central Trust Company of New York, as of the thirtieth day of September, 1899, a mortgage upon all its railways, real and personal property then held, or thereafter to be acquired in fee simple or as lessee, to secure Bonds to the extent of One million Dollars ($1,000,000) with interest as therein specified.

Railway also made, executed, and delivered: To The Girard Life Insurance, Annuity and Trust Company of Philadelphia, as of the thirtieth day of June, 1898, a mortgage upon all its railways, real and personal property then held, or thereafter to be acquired, in fee simple or as lessee, to secure Bonds to the extent of Two million Dollars ($2,000,000) with interest as therein specified.

Thomas Mullen and Wife made, executed and delivered, as of the seventh day of April, A. D. 1894, a mortgage covering certain real estate, now of Railway, situate in the township of Hamilton, in the County of Mercer and State of New Jersey (now known as Spring Lake Park property), to William H. Rusling and James F. Rusling, to secure the payment of Twenty thousand Dollars, upon which interest is payable at the rate of five per centum per annum, semi-annually, on the seventh day of April and October in each year,

which said Mortgage is now outstanding and held by James F. Rusling and Miriam H. Demarest.

or any renewal or substitute of said bonds or mortgages made as hereinafter provided, on the respective due dates until maturity thereof, together with the taxes payable by Railway on the principal or interest of said bonds and mortgages, according to the several terms thereof, and agrees to pay the principal thereof when demanded, to the holders thereof, provided that Railway shall, upon the request of Traction in writing, from time to time make and issue other mortgages and accompanying bonds in renewal in payment or substitution thereof, and if Traction is compelled to pay the same, it may hold said bonds and mortgage or mortgages or the bonds and mortgages made in lieu thereof, with all rights of subrogation, subject, however, to all its covenants in this lease as lessee or otherwise; this covenant to renew, extend or make and execute substitutes shall continue despite repeated renewals during the terms. Any increase that may be made in the rate of interest upon the renewal, substitution, replacement or extension of said bonds and mortgage or mortgages shall be subject to the approval of Railway, and Traction shall pay the interest upon the security so extended, substituted, replaced or renewed, whatever the rate may be, and shall have the benefit of any diminished rate.

FOUR.—Traction shall and will, during the continuance of the term hereby created, assume the payment of

and will faithfully and punctually pay all taxes, charges, licenses and public assessments now or hereafter lawfully imposed upon Railway or for which Railway would otherwise in any manner be liable or chargeable on account of its corporate existence, its franchises, property, real and personal, business, earnings, bonds, capital stock, dividends or profits, so that Railway shall be able to declare and pay dividends out of the rentals mentioned in paragraph one hereof free from all tax of any and every kind levied by any authority, national, state or local, during the continuance of this lease, and upon the making of such payments or upon the deposit of the money required for that purpose, as herein elsewhere provided, Traction shall promptly certify to Railway in writing that such payments or deposits have been made, furnishing a copy in each case of the voucher or credit received therefor. Provided, that nothing in this Agreement contained shall be so construed as to require Traction to pay any indebtedness, due-bills or obligations of any description, owed or issued by Railway, except as shall in this Agreement be expressly mentioned and payment stipulated for.

FIVE.—Traction shall pay, within sixty days from the date of this Lease, all amounts recently paid by Railway to United Paving Company for contract work done by said Paving Company for said Railway on Princeton Avenue, State Street and Clinton Avenue in the City of Trenton, plus cost of new material used and furnished by said Railway on account of such contract of the United

Paving Company, less value of old material removed. Traction shall pay, also, within said sixty days, to said Railway, for all moneys expended by said Railway for other contract work done by said Railway on Olden Avenue in the City of Trenton, plus cost of new material used and furnished by said Railway on account of such contract, less value of old material removed, and said Traction shall pay, also, at maturity, with interest, the following notes given by Railway, covering the cost of ten new "Pay as you enter" cars and equipments recently purchased by Railway:

> To General Electric Company, dated April 28th, 1910, payable twelve (12) months after date, amounting to Eighteen Thousand Three Hundred and Eighty-two Dollars ($18,382).
>
> To J. G. Brill Company, three (3) notes, dated July 15th, 1910, for Nine Thousand Seven Hundred and Ninety Dollars ($9,790) each, amounting to Twenty-nine Thousand Three Hundred and Seventy Dollars ($29,370).

and said Traction shall pay also, within sixty days for all other miscellaneous equipment, such as fenders, registers, etc., put on said cars. And an inventory and appraisement shall be made of all stores and supplies now in the possession of said Railway, the same to be made by one person appointed by said Railway and one person appointed by said Traction; said appraisers shall place a valuation of all stores and supplies; such as may be accepted by said Traction shall be paid for in cash within sixty days from the date of this Lease, and such

as are not accepted by said Traction to be removed from the premises by said Railway. Said Railway shall pay for all tickets outstanding and issued by it at the rate of six tickets for a quarter of a dollar, as they are redeemed by Traction.

SIX.—At the request of Traction, said Railway will mortgage its property and franchise to secure an issue of Five hundred thousand Dollars of five per cent. bonds, said bonds to be authorized or certified when Two hundred and fifty thousand Dollars ($250,000) of the Capital Stock of Traction has been paid into the treasury of Traction, in cash; period of said bonds to be determined by Traction, the same to be sold at not less than eighty-five per cent. of par; the proceeds of said bonds to be used solely for betterments, additions and rehabilitations of the property of the said Railway as may be from time to time determined by Traction.

SEVEN.—At the request of Traction, the unissued bonds of the Trenton, Hamilton and Ewing Traction Company now owned or controlled by said Railway may be issued and sold at par, if Traction finds a purchaser, and the proceeds thereof to be applied according to the terms of the mortgage for which said bonds may be issued.

EIGHT.—Traction shall, at all times during the continuance of this lease, do all the paving, repairing and repaving of streets along which the tracks of any of the lines hereby leased to or operated by Traction are or

hereafter may be laid, which Railway by any law or ordinance, or for any other reason, will be required to do.

NINE.—With the written consent of the parties hereto, this lease may be modified or rescinded. Railway further covenants that it hath power to enter into this Lease and that its property and franchises are unencumbered except as hereinbefore set forth.

TEN.—Railway shall pay all of its indebtedness of every description, excepting as above provided, whether said indebtedness is liquidated, accrued, accruing or to accrue, admitted, disputed, in suits or otherwise, whether evidenced by bonds, obligations, promissory notes, due-bills or book accounts, and including all suits or claims for penalties or for damages to persons or to property, pending on the fifteenth day of October, A. D. 1910, the date of this Indenture, or growing out of any cause of action whatsoever arising or existing prior to the taking effect of this Lease, and including all costs and expenses of any suit brought or to be brought thereon. Traction shall assume and pay all liability of every kind whatsoever arising from and after the close of business on the fifteenth day of October, A. D. 1910, the date of this Indenture; the true intent and meaning of this Agreement being that the date of this Lease shall be the dividing line, and the obligations and liabilities aforesaid, accrued or otherwise, shall be assumed and paid by Railway and Traction, respectively, in accordance with this express understanding. All periodical payments for taxes, interest, insurance, license, or for any other cause, or of income of

any kind, to Railway, the period of payment or maturity of which shall antedate or postdate said fifteenth day of October, A. D. 1910, it is understood and agreed shall be ratably and proportionately divided between Railway and Traction, according to the length of time covered by each.

ELEVEN.—If, at any time during the continuance of this Lease, it shall be found that the whole or any part of the real estate hereby demised shall not be necessary for the maintenance and operation of the said railways by Traction, then and in that event, Traction may sell the whole or such part or parts of said real estate as may be found unnecessary for its business aforesaid, with the consent of Railway, and Railway will then grant and convey the same to such person or persons, corporation or corporations as Traction may designate, for such price or prices as may be agreed upon by all the parties in interest, and in the event of any such sale or sales being made, then Traction shall invest the proceeds thereof in the purchase of such other real estate or other property for betterments or additions as may be necessary or convenient for the operation of said railway, the title to which shall be taken in the name of Railway, subject, however, to the rights of Traction as lessee thereof, and to all the conditions of this Lease, and if any part of said proceeds shall not be so invested in other real estate or other property for betterments or additions, such part shall be paid by Traction to Railway upon the termination of this Lease, by expiration, forfeiture or

otherwise, Traction shall have the right, from time to time and at all times during the continuance of this Lease, to sell, exchange and dispose of all such horses, cars, rolling stock, tools, implements, machinery or equipment as may be worn out or for any reason considered unnecessary for the management of the said railways; provided, however, that all sums received from such sales, exchanges or other disposition of such property, shall be reinvested in the purchase of other cars, rolling stock and equipment as Traction may deem necessary or advantageous, and that each car, motor, implement, machine or other article from time to time so substituted or purchased, shall be and become the property of, and is hereby assigned and transferred to Railway, subject, however, to the rights of Traction, as lessee thereof, and to all the conditions of this Lease.

TWELVE.—Traction shall indemnify and save harmless Railway from all loss, damage, claim and liability of every description arising from or out of the management, use or operation or the property herein demised, or from or by reason of anything that may be done by Traction in the premises.

THIRTEEN.—It is understood that the growth of the community during the term of this Lease will require, from time to time, extension by Traction of the railway system controlled by it (which will include certain railways and traction systems besides those herein demised). Traction shall have the right to make such extensions under any franchise, in the discretion of the Board of

Directors of Traction; Provided, however, that all lines so constructed shall, before any cars can be operated thereon, be leased by Traction upon a fair and reasonable rental, and in the event of the termination of this Lease by any default of Traction or by expiration of term, that then and in such case, Railway shall have the right to require from Traction an assignment of the leases of such lines as are proper extensions of the system of Railway.

FOURTEEN.—Traction shall, at its own expense, keep up such lines of insurance upon the demised premises as shall be adequate in amount and usual in such cases. Railway shall have a right to object to insurance being effected or maintained in companies which are not financially able to respond in case of loss. Traction shall, whenever requested by Railway, furnish the latter with a list of all insurance in force covering the property subject to this Lease. In no event shall moneys received from insurance be appropriated without the consent of Railway otherwise than in and about the replacement or restoration of the lost or damaged property.

FIFTEEN.—Traction shall and will, from time to time and at all times during the continuance of this Lease, manage and operate the railways and other property hereby demised in such manner as in the judgment of Traction will tend to best develop the business of the system.

The true intent and meaning of this Agreement being that the railway system hereby demised to Traction, in-

cluding any extensions thereof, shall be at all times kept in good order, repair and condition by Traction; and all necessary and proper betterments and improvements thereof shall be made by Traction during the term of this Lease.

SIXTEEN.—A full and correct description, inventory and appraisement of the cars and other rolling stock hereby demised, and of all the horses, tools, implements, machinery, harness, equipments, stable furniture and such like property hereby demised, or intended so to be, shall be made by appraisers appointed in accordance with paragraphs five and nineteen hereof. A duplicate of the inventory and appraisement so made shall be delivered to each of the parties after having been identified by the signature of the Presidents of the parties hereto. It shall be the duty of Traction, on the determination of this Lease, either by expiration hereby created or by any sooner ending under the provisions hereof, to deliver to Railway like or similar personal property of value at least equal to the amount of said inventory and appraisement as found by the appraisers as aforesaid.

SEVENTEEN.—Railway shall and will, during the term hereby demised, continue its corporate existence and organization. At all times, and from time to time during the said term, when requested by Traction, it shall and will put in force and exercise each and every lawful corporate power and do each and every lawful corporate act which Railway might have or may at any time hereafter lawfully put in force or exercise, to enable Traction

to enjoy, avail itself of, and exercise every right, franchise and privilege in respect to the use, management, maintenance, extension or improvement of the premises hereby demised or intended so to be, Traction hereby agreeing to indemnify and save harmless Railway against all expense, loss, damage or liability for such exercise of the corporate powers or performance of corporate acts when exercised or done at the request of Traction. Railway will do all that may be necessary to be done in the exercise of its franchises, by application to City Councils and otherwise, to secure the proper advantage to Traction of this contract. It shall not, however, be subjected to any expense by reason of the exercise of its franchises, in the way provided for, nor by reason of such application thus stipulated to be made.

EIGHTEEN.—Traction, keeping and performing the covenants herein contained upon its part to be kept and performed, shall and may, at all times, and from time to time, peaceably and quietly have, hold, use and enjoy the demised premises, the income, rents, issues and profits thereof and every part and parcel thereof, with the appurtenances, without any manner of let, suit, trouble or hindrance from Railway, its successors or assigns, Railway shall and will, at any time hereafter, execute and deliver such further assurances as may be reasonably required fully to effectuate the objects and purposes of this Indenture, and more fully to cause to accrue unto Traction the rights and privileges herein mentioned, accorded and granted, or intended so to be.

NINETEEN.—It is expressly understood and agreed that if any breach of any of the covenants in this Agreement contained on the part of either party hereto be alleged by the other, or if any difference shall arise at any time between the parties hereto in relation to the construction of this Agreement or the due performance of any of the covenants hereof, the question shall be submitted to arbitrators. The method of appointment of arbitrators or appraisers under any of the provisions of this Lease shall be as follows: The party aggrieved, or moving in the matter, shall give to the other party written notice of its desire to have an arbitration or appraisement, in which it shall state generally its grievance, and name an arbitrator or appraiser. The other party shall thereupon name an arbitrator or appraiser within ten days after receipt of such notice, and in case of its failure to do so, the moving party may appoint the second arbitrator or appraiser. The two thus appointed (in either manner) shall select a third, and in case of their failure to agree upon a third within ten days, the associate Judge of the State of New Jersey in Mercer County shall, at the instance of either party, appoint such third arbitrator or appraiser; all of the arbitrators or appraisers shall be men of skill and experience in railroad management. The Board of Arbitrators or Appraisers thus constituted shall thereupon proceed to make appraisement or determine the matter in dispute. It shall have authority to examine the property, books, papers and accounts of each party; to summon witnesses, take testimony and hear argument; and the decision of any two (including the disposition of

the costs of arbitration or appraisement) shall be final and conclusive upon both parties as to all questions of fact involved in such arbitration, without any appeal, *certiorari,* writ of error or other process of any Court to review the award of such arbitrators upon any such questions of fact in aid of the party against whom such award or decision shall at any time be made: Provided, however, that the party in whose favor any award is made may apply to any Court of law or equity for aid in enforcing such award against the other party.

TWENTY.—It is expressly understood and agreed that, as to the payment of rental stipulated to be made by Traction in paragraph one hereof, and as to each and every of the other payments stipulated to be made by it in paragraphs two, three, four and five hereof, respectively, when the time for paying said rental or making any of said payments is specified in any of said paragraphs, respectively, the time thus specified shall be regarded as of the essence of the contract, and shall not be relieved against under any circumstances or in any manner whatsoever; and that any failure or default on the part of Traction to pay any instalment of said rental upon the day upon which such instalment is required to be made in paragraph one, or within ten days thereafter, or any failure or default on the part of Traction to make any other payment or payments required to be made under paragraphs two, three, four and five hereof, respectively, upon the day or days when the same are therein respectively required to be made, if such default shall continue for ten days after Railway shall have given

to them notice in writing of the existence of such default, shall, at the option of Railway, work the immediate and absolute forfeiture and determination of this Lease, and of all rights of Traction thereunder, without any arbitration, and it shall be the right of Railway immediately to repossess itself of the hereby demised premises in the manner hereinafter provided in paragraph twenty-two.

TWENTY-ONE.—At the expiration of the term of this Lease, the herein demised premises shall immediately revert to Railway, and Traction shall surrender to Railway peaceable possession of all the real estate hereby demised, not so sold as hereinbefore mentioned in paragraph eleven, and also all the real estate purchased as hereinbefore provided, together with the now existing lines of tracks, turn-outs, sidings, etc., in as good order and condition as the same now are, and also all extensions, branches or additions thereto made as hereinbefore provided, together with all the cars, machinery and all other equipment used in the management thereof.

TWENTY-TWO.—If, upon the expiration of the term hereby created, Traction shall fail to deliver up to Railway all of the premises and properties demised or included or forming part of this Lease and Agreement, or if at any prior time, Railway shall exercise the option hereinbefore given to it to terminate the same by reason of any breach of condition by Traction as hereinbefore provided, then and in either event, it shall be lawful for Railway to enter into and upon the hereby demised premises, or such as may be substituted in their place

and form the subject of this Lease, and take possession of the same, with the appurtenances and with all additions and improvements thereon, and upon such re-entry to remove all persons therefrom, and thenceforth to have, hold, possess and enjoy, and take the same as of its former estate thereunder, and thereafter all the estate and interest of Traction in and to the same shall absolutely cease and determine as though these presents had never been made; Provided, however, that such re-entry shall not in any manner affect any claim of Railway for rent or for damages resulting from the breach of the covenants herein contained; and, provided further, that any failure or continued failure of Railway to enforce any of its rights under this lease shall not operate as a waiver of said rights, or as an estoppel against Railway in the premises; but upon each and every breach of any condition or covenant by Traction, Railway shall be entitled to enforce its rights hereunder as promptly as though it were the first breach by Traction of said covenant or condition, although the same or similar failures on the part of Traction shall have been, from time to time, acquiesced in by Railway. In case of such default by Traction and such determination of this Lease by Railway, if it shall be necessary for the protection of the rights, interests and estate of Railway, in the hereby demised premises to commence proceedings in ejectment, or other action in law or equity, for the whole or any part of the hereby demised premises, it shall be competent for any attorney of any court of record in this State to appear on behalf of Traction, for which this, or a certified

copy hereof, shall be sufficient warrant, and confess judgment in such ejectment or other proceedings, and thereupon a writ of *haberi facias possessionem* may forthwith issue. And it is further agreed that in the event of a confession of judgment having been obtained, Railway, in order to recover possession of the personal property hereby demised and such other personal property as may have been substituted for it, and of all improvements and constructions which may have been made by Traction under the provisions of this Lease may commence an action of replevin against Traction, and any person or persons, corporation or corporations in possession thereof through Traction; and in such action, any attorney of any court of record of this State may appear for the defendant or defendants, for which this shall be sufficient warrant, and Traction hereby releases Railway and its surety and sureties in said action from any and all actions, suits and claims by reason of the issuing of such writ or the giving of a replevin bond. Neither of the actions or proceedings above mentioned shall exclude Railway from any other action or proceeding which it may deem necessary for the preservation and enforcement of its rights under this Lease, it being the intention of the parties hereto that immediate possession shall be had by Railway on the termination of this Lease.

TWENTY-THREE.—Contemporaneously and as parts of a single transaction herewith, Traction has also entered into parallel leases for terms of nine hundred and ninety years with Trenton, Pennington and Hopewell Street Railway Company, Trenton, Hamilton and Ewing Traction Com-

pany, and Mercer County Traction Company, all corporation of the State of New Jersey; Wherefore, it is further stipulated and agreed by and between Traction and Railway, as a condition precedent to the execution, validity and operation of this lease, that when and in case of the determination of any one of said leases, under the provisions thereof, during the terms therein created, or if and when, at any time during said terms, any one of said above-mentioned lessor companies shall exercise the option in its said respective lease reserved to it to terminate the same by reason of any breach of condition by leasee therein respectively provided for, this lease shall also cease and determine, and Railway shall thereupon be entitled to exercise all the rights and remedies, and be entitled to all the relief as provided in paragraph Twenty-two hereof. The true intent and meaning of the foregoing covenant being that the said leases of Trenton, Pennington and Hopewell Street Railway Company, Trenton, Hamiliton and Ewing Traction Company and Mercer County Traction Company to Traction and this lease shall terminate at one and the same time, for the causes aforesaid, and that the determination of any one of said leases, under the terms thereof, shall work a forfeiture of all of said leases, and entitle each of said companies to all the rights, remedies and relief provided in its respective lease upon breaches of the conditions thereof working a forfeiture or termination thereof.

In witness whereof, each of the parties hereto hath caused the hand of its President or Vice-President to be hereunto set and its common or corporate seal to be here-

unto affixed and the same to be attested by its Secretary, as of the day and year first above written.

TRENTON STREET RAILWAY COMPANY,
JOHN A. RIGG,
President.

[SEAL]

Attest:
T. W. GROOKETT, JR.,
Secretary.

TRENTON AND MERCER COUNTY TRACTION CORPORATION,
RANKIN JOHNSON,
Vice-President.

[SEAL]

Attest:
GEO. W. MACPHERSON,
Secretary.

STATE OF NEW JERSEY, } ss.:
County of Mercer, }

BE IT REMEMBERED, that on this Fifteenth day of October, in the year of our Lord nineteen hundred and ten, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears Thomas W. Grookett, Junior, who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of TRENTON STREET RAILWAY COMPANY; that he well knows the corporate seal of said company, the company named in the foregoing Lease; that the seal thereto affixed is the proper corporate seal of said company; that the same was so affixed thereto and the said Lease signed and delivered by John A. Rigg, who was, at the date and execution thereof, the President of said

company, in the presence of deponent, as the voluntary act and deed of said company; and that deponent thereupon signed the same as subscribing witness.

THOMAS W. GROOKETT, JR.

Sworn and subscribed before me at Trenton the date aforesaid

HARRY R. WILSON,
M. C. C. of N. J.

STATE OF NEW JERSEY, County of Mercer, } ss.:

BE IT REMEMBERED, that on the Fifteenth day of October, in the year of our Lord nineteen hundred and ten, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears George W. Macpherson, who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of TRENTON AND MERCER COUNTY TRACTION CORPORATION; that he well knows the corporate seal of said corporation, the corporation named in the foregoing Lease; that the seal thereto affixed is the proper corporate seal of said corporation; that the same was so affixed thereto and the said Lease signed and delivered by Rankin Johnson, who was, at the date and execution thereof, the Vice-President of said corporation, in the presence of deponent, as the voluntary act and deed of said corporation; and that deponent thereupon signed the same as subscribing witness.

GEORGE W. MACPHERSON.

Sworn and subscribed before me at Trenton the date aforesaid.

HARRY R. WILSON,
M. C. C. of N. J.

Memorandum of Agreement

Between MERCER COUNTY TRACTION COMPANY, hereinafter called "Mercer Company," party of the first part; and TRENTON STREET RAILWAY COMPANY, hereinafter called "Trenton Company," party of the second part.

WHEREAS, Mercer Company on the first day of July, A. D. nineteen hundred and four, entered into an operating agreement with Trenton Company, whereby track connection between said Companies, the right to run cars of either Company over the tracks of the other Company, connecting time schedules, the furnishing of motive power by Trenton Company, and other matters and things were mutually agreed upon by and between said companies, which operating agreement, was by its terms to continue in force for nine hundred and ninety-nine years; and by Indenture bearing date the first day of August, A. D. nineteen hundred and four, said Mercer Company entered into a lease to Trenton Company of the railways, property and franchises then owned and thereafter to be owned, operated or possessed by Mercer Company for a term of nine hundred and ninety-nine years; and for greater certainty of the terms of said Operating Agreement and Lease reference is hereby made thereto.

AND WHEREAS, by said Lease it was provided that if said Lease should be terminated for any reason or in any manner before the expiration of the said term of nine hundred and ninety-nine years, then, and in that

case, said Operating Agreement should at once revive and come into full force and effect, and should thenceforth be performed by the parties thereto as if said Lease had not been made.

AND WHEREAS said Mercer Company and said Trenton Company are mutually desirous of entering into separate leases by their respective companies to Trenton and Mercer County Traction Corporation, hereinafter called "Traction Corporation," of their respective railways, property and franchises, and to that end of waiving the provisions of said Operating Agreement and Lease which are inconsistent with the making of such separate leases.

NOW THEREFORE, in consideration of the sum of One Dollar each to the other now paid, the receipt of which is severally hereby acknowledged, and of the mutual promises herein contained, it is hereby mutually covenanted, understood and agreed by and between said Mercer Company and Trenton Company for themselves, their successors and assigns as follows:

FIRST.—That the covenants and agreements in said Operating Agreement and said Leases, so far as they are inconsistent with the making of independent leases by each of said companies, parties hereto, of all their railways, property, rights and franchises to said Traction Corporation for a term of nine hundred and ninety years, are hereby mutually waived, released, quit claimed, and suspended for and during the term of said proposed and intended leases to said Traction Corporation or so

long as said leases to said Traction Corporation shall continue in force and operation; Provided that if and when said proposed leases by said Mercer Company and said Trenton Company to said Traction Corporation, or either of such leases, shall be terminated for any reason or in any manner, whether by the expiration of the terms of said leases or before such expiration of such terms, then and in that case the said Operating Agreement and said Lease, with all their agreements, covenants, mutual relations and priorities, shall at once revive and come into full force and effect, and shall thenceforth be performed by the parties hereto as if this Agreement had not been made.

SECOND.—All the terms of said Operating Agreement and said Lease between the parties hereto, not inconsistent with the said proposed leases to Traction Corporation, and which the said Traction Corporation, as lessee of either party hereto, shall deem to be beneficial to said Traction Corporation, may at the option of said Traction Corporation, evidenced by its adoption and user thereof, be continued in full force and operation during the pleasure of said Traction Corporation, Provided that nothing herein shall be construed to prevent or preclude Traction Corporation, at any time or times, and from time to time, from instituting new, different or other business arrangements for the joint, mutual or separate management, of the property and franchises of the parties hereto of any character not inconsistent with said proposed leases to Traction Corporation.

In testimony whereof, the said Mercer Company and Trenton Company have severally caused the hands of their respective Presidents or Vice-Presidents to be hereunto set and their respective corporate seals to be hereunto affixed this fifteenth day of October, A. D. nineteen hundred and ten.

Mercer County Traction Co.,
by Jno. W. Goodwin,
Vice-President.

[seal]

Attest
T. W. Grookett, Jr.,
Secretary.

Trenton Street Railway Co.,
by John A. Rigg,
President.

[seal]

Attest
T. W. Grookett, Jr.,
Secretary.

Sealed and Delivered in the presence of
S. R. Harvey.

STATE OF NEW JERSEY, } ss.:
County of Mercer, }

BE IT REMEMBERED, that on this Fifteenth day of October, in the year of our Lord nineteen hundred and ten, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears Thomas W. Grookett, Junior, who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of MERCER COUNTY TRACTION COMPANY; that he well knows the corporate seal of said Company, the company named in the foregoing Instrument of Writing; that the seal thereto affixed is the proper corporate seal of the said Company; that the same was so affixed thereto and the said instrument signed and delivered by John W. Goodwin, who was, at the date and execution thereof, the Vice-President of said Company, in the presence of deponent, as the voluntary act and deed of the said Company; and that deponent thereupon signed the same as subscribing witness.

THOMAS W. GROOKETT, JR.

Sworn and subscribed before me }
at Trenton the date aforesaid. }

HARRY R. WILSON,
M. C. C. of N. J.

STATE OF NEW JERSEY, } ss.:
County of Mercer, }

BE IT REMEMBERED, that on this Fifteenth day of October, in the year of our Lord nineteen hundred and ten, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears Thomas W. Grookett, Junior, who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of the TRENTON STREET RAILWAY COMPANY; that he well knows the corporate seal of said Company, the company named in the foregoing Instrument in Writing; that the seal thereto affixed is the proper corporate seal of the said Company; that the same was so affixed thereto and the said Instrument signed and delivered by John A. Rigg, who was, at the date and execution thereof, the President of said Company, in the presence of deponent, as the voluntary act and deed of the said Company; and that deponent thereupon signed the same as subscribing witness.

THOMAS W. GROOKETT, JR.

Sworn and subscribed before me }
at Trenton the date aforesaid. }

HARRY R. WILSON,
M. C. C. of N. J.

KNOW ALL MEN BY THESE PRESENTS, That Trenton and Mercer County Traction Corporation, in consideration of the sum of One Dollar to it in hand jointly paid by Mercer County Traction Company and Trenton Street Railway Company, the receipt whereof is hereby acknowledged, and of the prospective leases to be made to it, the said Traction Corporation, by said Companies, doth hereby for itself, its successors and assigns, accept the provisions of the above and foregoing Agreement between the said Companies.

IN TESTIMONY WHEREOF, the said Trenton and Mercer County Traction Corporation hath caused the hand of its Vice-President to be hereunto set and its common or corporate seal to be affixed, this fifteenth day of October, A. D. nineteen hundred and ten.

TRENTON AND MERCER COUNTY TRACTION CORPORATION,

[SEAL.] By RANKIN JOHNSON,
Vice-President.

Attest:
GEO. W. MACPHERSON,
Secretary.

Sealed and Delivered in the Presence of

STATE OF NEW JERSEY, } ss.:
County of Mercer, }

BE IT REMEMBERED, that on this Fifteenth day of October, in the year of our Lord nineteen hundred and ten, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears George W. Macpherson, who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of TRENTON AND MERCER COUNTY TRACTION CORPORATION; that he well knows the corporate seal of said Corporation, the Corporation named in the foregoing Instrument of Writing; that the seal thereto affixed is the proper corporate seal of said Corporation; that the same was so affixed thereto and the said Instrument signed and delivered by Rankin Johnson, who was, at the date and execution thereof, the Vice-President of said Corporation, in the presence of deponent, as the voluntary act and deed of the said company; and that deponent thereupon signed the same as subscribing witness.

GEORGE W. MACPHERSON.

Sworn and subscribed before me }
at Trenton the date aforesaid. }

HARRY R. WILSON,
M. C. C. of N. J.

This Indenture, made and entered into this fifteenth day of October, A. D. 1910, by and between the MERCER COUNTY TRACTION COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called "MERCER") party of the first part; and TRENTON AND MERCER COUNTY TRACTION CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called "TRACTION"), party of the second part,

WITNESSETH:

WHEREAS, Traction has offered to lease for the term of nine hundred and ninety years from Mercer its entire street railway system, all its property, real and personal, of every kind, and all its rights, franchises and privileges now held, possessed, operated, controlled, used and enjoyed by it, or which may be hereafter, during the term of said lease, held, possessed, operated, controlled, used and enjoyed by it, in consideration of the covenants, stipulations and agreements in this Indenture of Lease contained; and

WHEREAS, Said offer has been accepted and an Agreement has been accordingly entered into by and between Mercer and Traction in the terms hereinafter set forth, which Agreement has been duly made by the Board of Directors of the respective companies duly assembled,

and by the stockholders of the respective companies duly assembled for such purpose.

NOW THIS INDENTURE WITNESSETH: That for and in consideration of the covenants and agreements of Traction hereinafter contained, and the sum of One Dollar by it in hand paid to Mercer, the receipt whereof is hereby acknowledged, Mercer doth hereby let and demise to Traction, its successors and assigns, all its real estate, wheresoever located, and any and every interest therein, legal or equitable, and its railways, as the same are now located and constructed or as the same may be hereafter located and constructed, in pursuance of any and every lawful authority now existing or which may hereafter exist, together with all the branches, extensions, bridges, sidings, turn-outs, tracks, rights of way, easements, licenses public and private, fixtures, equipment, choses in action, liberties, lands, machinery, depots, stables, shops, stations, buildings, structures, improvements, poles, wires, motors, power-houses, engines, boilers, dynamos, electrical plants, electrical apparatus, horses, cars and other rolling stock, tools, implements, rails, machinery, harness, equipment, stable furniture and other personal property generally of every kind or description, appurtenances, tenements and hereditaments of whatever kind or description and wherever situate, excepting supplies in store room, now held, owned, used or controlled by Mercer and which at any time hereafter, during the term of this lease, may be by it held, owned, used or acquired, incident to or connected with the maintenance, opera-

tion, construction, extension or business of its said railways and appurtenances; also all the rights, powers, privileges and franchises which are now or at any time hereafter during the term aforesaid may be lawfully possessed, exercised or enjoyed in or about the use, operation, management, maintenance, renewal, extension, improvement, or ownership of its railways, property and appurtenances above demised, also all the executory contracts of Mercer for construction, operation, protection, and improvement of its said railways, property, rights and business, and for the purchase or supply to it of material, machinery, engines, boilers, cars, rails, powerhouses, and equipment, and also all the right of Mercer to enter into contracts by lease or otherwise; saving and excepting out of this Lease and Contract all books and papers relating to the corporate existence, business and accounts of Mercer; Provided that nothing herein contained shall be deemed or taken in any manner to affect the right of corporate existence of Mercer or its powers or franchises, the existence or exercise of which may from time to time be necessary to fully carry out the provisions and intent of this Lease, and to protect the interests of its stockholders hereunder.

TO HAVE AND TO HOLD the premises thus leased, demised, assigned, transferred and set over to Traction, its successors and assigns, subject to all the covenants and conditions hereinafter contained, for the full term of nine hundred and ninety years, beginning at the close of business on the fifteenth day of October, A. D., one thou-

sand nine hundred and ten, unless the said term be ended and determined sooner, as hereinafter provided.

In consideration of the premises, Traction and Mercer do covenant and agree as follows, each binding itself, its successors and assigns to the other, its successors and assigns:

One.—Traction shall and will, in addition to the payments hereinafter provided, pay to Mercer, as the rent of the premises hereby demised, in lawful money of the United States of America, the yearly rent or net sum of Six thousand Dollars for each of the first five years of the term of this lease, the net sum of Seven thousand Dollars for each of the next five years of the term of this lease, the net sum of Eight thousand Dollars for each of the next three years of the term of this lease, the net sum of Nine thousand Dollars for each of the next two years of the term of this lease, and the net sum of Ten thousand Dollars for each year during the remainder of the term of this lease; said yearly rental shall be paid in equal quarterly payments on or before the first days of January, April, July and October, in each year, the first payment, being for two and one-half months' rent, shall be paid on the twenty-sixth day of December, nineteen hundred and ten, and thereafter the payments shall be made quarterly, when due as aforesaid. There shall be no abatement whatever upon these payments by reason of any advances or other payments which Traction may hereafter be compelled to make on account of Mercer, or for any other reason whatsoever, it being intended that

Mercer shall receive from Traction a total net revenue equivalent to the rentals above mentioned and no more, and that Mercer shall receive the same clear of all deduction of every sort and kind and free and clear of all deductions, charges, taxes and assessments whatsoever, it being intended that said charges, taxes and assessments are assumed and must be primarily paid, as they shall become payable, by Traction.

TWO.—Traction will pay to Mercer Fifty Dollars per annum, payable quarterly, in equal instalments, on the first days of January, April, July and October of each year, for maintaining the corporate organization of Mercer, and agrees to provide Mercer, without cost or charge, suitable office and safe room, with light, heat and janitor service.

THREE.—Traction agrees to pay the semi-annual interest on all bonds now outstanding affecting the property hereby demised, which said bonds are secured by a mortgage upon the property hereby demised, as follows:

> MERCER made, executed and delivered: To The Real Estate Title Insurance and Trust Company of Philadelphia, Trustee, as of the first day of July, A. D. 1904, a mortgage upon all its railways, real and personal property and franchises, then held or thereafter to be acquired, to secure its five per cent. First Mortgage Bonds to the extent of Three Hundred Thousand Dollars, payable on the first day of July, A. D. 1944, with interest as therein specified.

or any renewal or substitute of said bonds or mortgage

made as hereinafter provided, on the respective due dates until maturity thereof, together with the taxes payable by Mercer on the principal or interest of said bonds and mortgage, according to the several terms thereof, and agrees to pay the principal thereof when demanded, to the holders thereof, provided that Mercer shall, upon the request of Traction in writing, from time to time make and issue other mortgages and accompanying bonds in renewal in payment or substitution thereof, and if Traction is compelled to pay the same, it may hold said bonds and mortgage or mortgages or the bonds and mortgages made in lieu thereof, with all rights of subrogation, subject, however, to all its covenants in this lease as lessee or otherwise; this covenant to renew, extend or make and execute substitutes shall continue despite repeated renewals during the terms. Any increase that may be made in the rate of interest upon the renewal, substitution, replacement or extension of said bonds and mortgage or mortgages shall be subject to the approval of Mercer, and Traction shall pay the interest upon the security so extended, substituted, replaced or renewed, whatever the rate may be, and shall have the benefit of any diminished rate.

FOUR.—Traction shall and will, during the continuance of the term hereby created, assume the payment of and will faithfully and punctually pay all taxes, charges, licenses and public assessments now or hereafter lawfully imposed upon Mercer or for which Mercer would otherwise in any manner be liable or chargeable on account of its corporate existence, its franchises, prop-

erty real and personal, business, earnings, bonds, capital stock, dividends or profits, so that Mercer shall be able to declare and pay dividends out of the rentals mentioned in paragraph one hereof free from all tax of any and every kind levied by any authority, national, state or local, during the continuance of this lease, and upon the making of such payments or upon the deposit of the money required for that purpose, as herein elsewhere provided, Traction shall promptly certify to Mercer in writing that such payments or deposits have been made, furnishing a copy in each case of the voucher or credit received therefor; Provided, that nothing in this Agreement contained shall be so construed as to require Traction to pay any indebtedness, due-bills or obligations of any description, owed or issued by Mercer, except as shall in this Agreement be expressly mentioned and payment stipulated for.

FIVE.—Traction shall, at all times during the continuance of this lease, do all the paving, repairing and repaving of streets along which the tracks of any of the lines hereby leased to or operated by Traction are or hereafter may be laid, which Mercer by any law or ordinance, or for any other reason, will be required to do.

SIX.—With the written consent of the parties hereto, this lease may be modified or rescinded. Mercer further covenants that it hath power to enter into this Lease and that its property and franchises are unencumbered except as hereinbefore set forth.

SEVEN.—Mercer shall pay all of its indebtedness of every description excepting as above provided, whether said indebtedness is liquidated, accrued, accruing or to accrue, admitted, disputed, in suit or otherwise, whether evidenced by bonds, obligations, promissory notes, due-bills or book accounts, and including all suits or claims for penalties or for damages to persons or to property, pending on the fifteenth day of October, A. D. 1910, the date of this Indenture, or growing out of any cause of action whatsoever arising or existing prior to the taking effect of this Lease, and including all costs and expenses of any suit brought or to be brought thereon. Traction shall assume and pay all liability of every kind whatsoever arising from and after the close of business on the fifteenth day of October, A. D. 1910, the date of this Indenture; the true intent and meaning of this Agreement being that the date of this Lease shall be the dividing line, and the obligations and liabilities aforesaid, accrued or otherwise, shall be assumed and paid by Mercer and Traction respectively, in accordance with this express understanding. All periodical payments for taxes, interest, insurance, license, or for any other cause, or of income of any kind, to Mercer, the period of payment or maturity of which shall antedate or postdate said fifteenth day of October, A. D. 1910, it is understood and agreed shall be ratably and proportionately divided between Mercer and Traction, according to the length of time covered by each.

EIGHT.—If, at any time during the continuance of this Lease, it shall be found that the whole or any part

of the real estate hereby demised shall not be necessary for the maintenance and operation of the said railways by Traction, then and in that event, Traction may sell the whole or such part or parts of said real estate as may be found unnecessary for its business aforesaid, with the consent of Mercer, and Mercer will then grant and convey the same to such person or persons, corporation or corporations as Traction may designate, for such price or prices as may be agreed upon by all the parties in interest, and in the event of any such sale or sales being made, then Traction shall invest the proceeds thereof in the purchase of such other real estate or other property for betterments or additions as may be necessary or convenient for the operation of said Railway, the title to which shall be taken in the name of Mercer, subject, however, to the rights of Traction as lessee thereof, and to all the conditions of this Lease, and if any part of said proceeds shall not be so invested in other real estate or other property for betterments or additions, such part shall be paid by Traction to Mercer upon the termination of this Lease, by expiration, forfeiture, or otherwise, Traction shall have the right, from time to time and at all times during the continuance of this Lease, to sell, exchange and dispose of all such horses, cars, rolling stock, tools, implements, machinery or equipment as may be worn out or for any reason considered unnecessary for the management of the said railways; Provided, however, that all sums received from such sales, exchanges or other disposition of such property, shall be reinvested in the purchase of other cars, rolling stock and equipment as Traction may deem necessary or advantageous, and

that each car, motor, implement, machine or other article from time to time so substituted or purchased, shall be and become the property of, and is hereby assigned and transferred to Mercer, subject, however, to the rights of Traction as lessee thereof, and to all the conditions of this Lease.

NINE.—Traction shall indemnify and save harmless Mercer from all loss, damage, claim, and liability of every description arising from or out of the management, use or operation of the property herein demised, or from or by reason of anything that may be done by Traction in the premises.

TEN.—It is understood that the growth of the community during the term of this Lease will require, from time to time, extension by Traction of the railway system controlled by it (which will include certain railways and traction systems besides those herein demised.) Traction shall have the right to make such extensions under any franchise, in the discretion of the Board of Directors of Traction: Provided, however, that all lines so constructed shall, before any cars can be operated thereon, be leased by Traction upon a fair and reasonable rental, and in the event of the termination of this Lease by any default of Traction or by expiration of term, that then and in such case, Mercer shall have the right to require from Traction an assignment of the leases of such lines as are proper extensions of the system of Mercer.

ELEVEN.—Traction shall, at its own expense, keep up such lines of insurance upon the demised premises as

shall be adequate in amount and usual in such cases, Mercer shall have a right to object to insurance being effected or maintained in companies which are not financially able to respond in case of loss. Traction shall, whenever requested by Mercer, furnish the latter with a list of all insurance in force covering the property subject to this Lease. In no event shall moneys received from insurance be appropriated without the consent of Mercer otherwise than in and about the replacement or restoration of the lost or damaged property.

TWELVE.—Traction shall and will, from time to time and at all times during the continuance of this Lease, manage and operate the railways and other property hereby demised in such manner as in the judgment of Traction will tend to best develop the business of the system.

The true intent and meaning of this Agreement, being that the railway system hereby demised to Traction, including any extensions thereof, shall be at all times kept in good order, repair and condition by Traction; and all necessary and proper betterments and improvements thereof shall be made by Traction during the term of this Lease.

THIRTEEN.—A full and correct description, inventory and appraisement of the cars and other rolling stock hereby demised, and of all horses, tools, implements, machinery, harness, equipments, stable furniture and such like property hereby demised, or intended so to be, shall be made by appraisers appointed in accordance with para-

graph sixteen hereof. A duplicate of the inventory and appraisement so made shall be delivered to each of the parties after having been identified by the signature of the Presidents of the parties hereto. It shall be the duty of Traction, on the determination of this Lease, either by expiration hereby created or by any sooner ending under the provisions hereof, to deliver to Mercer like or similar personal property of value at least equal to the amount of said inventory and appraisement as found by the appraisers as aforesaid.

FOURTEEN.—Mercer shall and will, during the term hereby demised, continue its corporate existence and organization. At all times, and from time to time during the said term, when requested by Traction, it shall and will put in force and exercise each and every lawful corporate power and do each and every lawful corporate act which Mercer might have or may at any time hereafter lawfully put in force or exercise, to enable Traction to enjoy, avail itself of, and exercise every right, franchise and privilege in respect to the use, management, maintenance, extension or improvement of the premises hereby demised or intended so to be, Traction hereby agreeing to indemnify and save harmless Mercer against all expense, loss, damage or liability for such exercise of the corporate powers or performance of corporate acts when exercised or done at the request of Traction. Mercer will do all that may be necessary to be done in the exercise of its franchises, by application to City Councils and otherwise, to secure the proper advantage to

Traction of this contract. It shall not, however, be subjected to any expense by reason of the exercise of its franchises, in the way provided for, nor by reason of such application thus stipulated to be made.

FIFTEEN.—Traction, keeping and performing the covenants herein contained upon its part to be kept and performed, shall and may, at all times, and from time to time, peaceably and quietly have, hold, use and enjoy the demised premises, the income, rents, issues, and profits thereof and every part and parcel thereof, with the appurtenances, without any manner of let, suit, trouble or hindrance from Mercer, its successors or assigns. Mercer shall and will, at any time hereafter, execute and deliver such further assurances as may be reasonably required fully to effectuate the objects and purposes of this Indenture, and more fully to cause to accrue unto Traction the rights and privileges herein mentioned, accorded and granted, or intended so to be.

SIXTEEN.—It is expressly understood and agreed that if any breach of any of the covenants in this Agreement contained on the part of either party hereto be alleged by the other, or if any difference shall arise at any time between the parties hereto in relation to the construction of this Agreement or the due performance of any or the covenants hereof, the question shall be submitted to arbitrators. The methods of appointment of arbitrators or appraisers under any of the provisions of this Lease shall

be as follows: The party aggrieved, or moving in the matter, shall give to the other party written notice of its desire to have an arbitration or appraisement, in which it shall state generally its grievance, and name an arbitrator or appraiser. The other party shall thereupon name an arbitrator or appraiser within ten days after receipt of such notice, and in case of its failure to do so, the moving party may appoint the second arbitrator or appraiser. The two thus appointed (in either manner) shall select a third, and in case of their failure to agree upon a third within ten days, the associate Judge of the State of New Jersey in Mercer County shall, at the instance of either party, appoint such third arbitrator or appraiser; all of the arbitrators or appraisers shall be men of skill and experience in railroad management. The Board of Arbitrators or Appraisers thus constituted shall thereupon proceed to make appraisement or determine the matter in dispute. It shall have authority to examine the property, books, papers and accounts of each party; to summon witnesses, take testimony and hear argument; and the decision of any two (including the disposition of the costs of arbitration or appraisement) shall be final and conclusive upon both parties as to all questions of fact involved in such arbitration, without any appeal, certiorari, writ of error or other process of any court to review the award of such arbitrators upon any such questions of fact in aid of the party against whom such award or decision shall at any time be made: Provided, however, that the party in

whose favor any award is made may apply to any court of law or equity for aid in enforcing such award against the other party.

SEVENTEEN.—It is expressly understood and agreed that, as to the payment of rental stipulated to be made by Traction in paragraph one hereof, and as to each and every of the other payments stipulated to be made by it in paragraphs two, three and four hereof respectively, when the time for paying said rental or making any of the said payments is specified in any of said paragraphs respectively, the time thus specified shall be regarded as of the essence of the contract, and shall not be relieved against under any circumstances or in any manner whatsoever; and that any failure or default on the part of Traction to pay any instalment of said rental upon the day upon which such instalment is required to be made in paragraph one, or within ten days thereafter, or any failure or default on the part of Traction to make any other payment or payments required to be made under paragraphs two, three and four hereof respectively, upon the day or days when the same are therein respectively required to be made, if such default shall continue for ten days after Mercer shall have given to them notice in writing of the existence of such default, shall, at the option of Mercer, work the immediate and absolute forfeiture and determination of this Lease, and of all rights of Traction thereunder, without any arbitration, and it shall be the right of Mercer immediately to repossess

itself of the hereby demised premises in the manner hereinafter provided in paragraph nineteen.

EIGHTEEN.—At the expiration of the term of this Lease, the herein demised premises shall immediately revert to Mercer, and Traction shall surrender to Mercer peaceable possession of all the real estate hereby demised, not so sold as hereinbefore mentioned in paragraph eight, and also all the real estate purchased as hereinbefore provided, together with the now existing lines of tracks, turn-outs, sidings, etc., in as good order and condition as the same now are, and also all extensions, branches or additions thereto made as hereinbefore provided, together with all the cars, machinery and all other equipment used in the management thereof.

NINETEEN.—If, upon the expiration of the term hereby created, Traction shall fail to deliver up to Mercer all of the premises and properties demised or included or forming part of this Lease and Agreement, or if at any prior time, Mercer shall exercise the option hereinbefore given to it to terminate the same by reason of any breach of condition by Traction as hereinbefore provided, then and in either event, it shall be lawful for Mercer to enter into and upon the hereby demised premises, or such as may be substituted in their place and form the subject of this Lease, and take possession of the same, with the appurtenances and with all additions and improvements thereon, and upon such re-entry to

remove all persons therefrom, and thenceforth to have, hold, possess and enjoy, and take the same as of its former estate thereunder, and thereafter all the estate and interest of Traction in and to the same shall absolutely cease and determine as though these presents had never been made; Provided, however, that such re-entry shall not in any manner affect any claim of Mercer for rent or for damages resulting from the breach of the covenants herein contained; and, provided further, that any failure or continued failure of Mercer to enforce any of its rights under this lease shall not operate as a waiver of said rights, or as an estoppel against Mercer in the premises; but upon each and every breach of any condition or covenant by Traction, Mercer shall be entitled to enforce its rights hereunder as promptly as though it were the first breach by Traction of said covenant or condition, although the same or similar failures on the part of Traction shall have been, from time to time, acquiesced in by Mercer. In case of such default by Traction and such determination of this Lease by Mercer, if it shall be necessary for the protection of the rights, interests and estate of Mercer, in the hereby demised premises, to commence proceedings in ejectment, or other action in law or equity, for the whole or any part of the hereby demised premises, it shall be competent for any attorney of any court of record in this State to appear on behalf of Traction, for which this, or a certified copy hereof, shall be sufficient warrant, and confess judgment in such ejectment or other proceedings, and

thereupon a writ of *haberi facias possessionem* may forthwith issue. And it is further agreed that in the event of a confession of judgment having been obtained, Mercer, in order to recover possession of the personal property hereby demised and such other personal property as may have been substituted for it, and of all improvements and constructions which may have been made by Traction under the provisions of this Lease may commence an action of replevin against Traction, and any person or persons, corporation or corporations, in possession thereof through Traction; and in such action, any attorney of any court of record of this State may appear for the defendant or defendants, for which this shall be sufficient warrant, and Traction hereby releases Mercer and its surety and sureties in said action from any and all actions, suits and claims by reason of the issuing of such writ or the giving of a replevin bond. Neither of the actions or proceedings above mentioned shall exclude Mercer from any other action or proceeding which it may deem necessary for the preservation and enforcement of its rights under this Lease, it being the intention of the parties hereto that immediate possession shall be had by Mercer on the determination of this Lease.

TWENTY.—Contemporaneously and as parts of a single transaction herewith, Traction has also entered into parallel leases for terms of nine hundred and ninety years with Trenton Street Railway Company, Trenton, Penn-

ington and Hopewell Street Railway Company and Trenton, Hamilton and Ewing Traction Company, all corporations of the State of New Jersey; Wherefore, it is further stipulated and agreed by and between Traction and Mercer, as a condition precedent to the execution, validity and operation of this lease, that when and in case of the determination of any one of said leases, under the provisions thereof, during the terms therein created, or if and when, at any time during said terms, any one of said above-mentioned lessor companies shall exercise the option in its said respective lease reserved to it to terminate the same by reason of any breach of condition by lessee therein respectively provided for, this lease shall also cease and determine, and Mercer shall thereupon be entitled to exercise all the rights and remedies, and be entitled to all the relief as provided in paragraph nineteen hereof. The true intent and meaning of the foregoing covenant being that the said lease of Trenton Street Railway Company, Trenton, Pennington and Hopewell Street Railway Company and Trenton, Hamilton and Ewing Traction Company to Traction and this lease, shall terminate at one and the same time, for the causes aforesaid, and that the determination of any one of said leases, under the terms thereof, shall work a forfeiture of all of said leases, and entitle each of said companies to all the rights, remedies and relief provided in its respective lease upon breaches of the conditions thereof working a forfeiture or termination thereof.

IN WITNESS WHEREOF, each of the parties hereto hath caused the hand of its President or Vice-President to be hereunto set and its common or corporate seal to be hereunto affixed and the same to be attested by its Secretary, as of the day and year first above written.

MERCER COUNTY TRACTION COMPANY,
JOHN A. RIGG,
President.

[SEAL]

Attest:
T. W. GROOKETT, Jr.,
Secretary.

TRENTON AND MERCER COUNTY
TRACTION CORPORATION,
RANKIN JOHNSON,
Vice-President.

[SEAL]

Attest:
GEO. W. MACPHERSON,
Secretary.

STATE OF NEW JERSEY, }
County of Mercer, } ss.:

BE IT REMEMBERED, that on the Fifteenth day of October in the year of our Lord nineteen hundred and ten, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears Thomas W. Grookett, Junior, who being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of Mercer County Traction Company, that he well knows the corporate seal of said company, the company named in the foregoing Lease, that the seal thereto affixed is the proper corporate seal of said company, that the same was so affixed and the said Lease signed and delivered by John A. Rigg, who was, at the date and execution thereof, the President of said company, in the presence of deponent, as the voluntary act and deed of said company, and that deponent thereupon signed the same as subscribing witness.

THOMAS W. GROOKETT, JR.

Sworn and subscribed before me }
at Trenton the date aforesaid. }

HARRY R. WILSON,
M. C. C. of N. J.

STATE OF NEW JERSEY, } ss.:
County of Mercer, }

BE IT REMEMBERED, that on the Fifteenth day of October in the year of our Lord nineteen hundred and ten, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appears George W. Macpherson, who being by me duly sworn, doth depose and make proof to my satisfaction that he is the Secretary of Trenton and Mercer County Traction Corporation, that he well knows the corporate seal of said corporation, the corporation named in the foregoing Lease, that the seal thereto affixed is the proper corporate seal of said corporation, that the same was so affixed and the said Lease signed and delivered by Rankin Johnson, who was, at the date and execution thereof, the Vice-President of said corporation, in the presence of deponent, as the voluntary act and deed of said corporation, and that deponent thereupon signed the same as subscribing witness.

GEORGE W. MACPHERSON.

Sworn and subscribed before me }
at Trenton the date aforesaid. }

HARRY R. WILSON,
M. C. C. of N. J.

Memorandum of Agreement.

Between TRENTON, HAMILTON AND EWING TRACTION COMPANY, hereinafter called "Ewing Company," party of the first part; and TRENTON STREET RAILWAY COMPANY, hereinafter called "Trenton Company," party of the second part;

WHEREAS, Ewing Company by Indenture bearing date the first day of May, A. D. nineteen hundred and six, entered into a lease to Trenton Company of the railways, property and franchises then owned and thereafter to be owned, operated or possessed by Ewing Company for a term of nine hundred and ninety-nine years; and for greater certainty of the terms of said Lease reference is hereby made thereto.

AND WHEREAS, said Ewing Company and said Trenton Company are mutually desirous of entering into separate leases by their respective companies to Trenton and Mercer County Traction Corporation, hereinafter called "Traction Corporation," of their respective railways, property and franchises, and to that end of waiving the provisions of said Lease which are inconsistent with the making of such separate leases.

NOW, THEREFORE, in consideration of the sum of One Dollar each to the other now paid, the receipt of which is severally hereby acknowledged, and of the mutual promises herein contained, it is hereby mutually covenanted, understood and agreed by and between said Ewing Company and Trenton Company, for themselves, their successors and assigns as follows:

FIRST.—That the covenants and agreements in said Lease, so far as they are inconsistent with the making

of independent leases by each of said companies, parties hereto, of all their railways, property, rights and franchises to said Traction Corporation for a term of nine hundred and ninety years, are hereby mutually waived, released, quit claimed, and suspended for and during the term of said proposed and intended leases to said Traction Corporation, or so long as said leases to said Traction Corporation shall continue in force and operation; Provided, that if and when said proposed leases by said Ewing Company and said Trenton Company to said Traction Corporation, or either of such leases, shall be terminated for any reason or in any manner, whether by the expiration of the terms of said leases or before such expiration of such terms, then and in that case the said Lease, with all its agreements, covenants, mutual relations and priorities, shall at once revive and come into full force and effect, and shall thenceforth be performed by the parties hereto as if this Agreement had not been made.

SECOND.—All the terms of said Lease between the parties hereto, not inconsistent with the said proposed leases to Traction Corporation, and which the said Traction Corporation, as lessee of either party hereto, shall deem to be beneficial to said Traction Corporation, may at the option of said Traction Corporation, evidenced by its adoption and user thereof, be continued in full force and operation during the pleasure of said Traction Corporation; Provided, that nothing herein shall be construed to prevent or preclude Traction Corporation, at any time or times, and from time to time, from instituting new, different or other business arrangements for the joint, mutual or separate management, of

the property and franchises of the parties hereto of any character not inconsistent with said proposed leases to Traction Corporation.

IN TESTIMONY WHEREOF, the said Ewing Company and Trenton Company have severally caused the hands of their respective Presidents to be hereunto set and their respective corporate seals to be hereunto affixed this fifteenth day of October, A. D. nineteen hundred and ten.

TRENTON, HAMILTON AND EWING
TRACTION COMPANY,
By KARL G. ROEBLING,
President.

[SEAL.]

Sealed and Delivered in the presence of
HARVEY COOLEY.

Attest:
L. C. TAYLOR,
Secretary.

TRENTON STREET RAILWAY CO.,
By JOHN A. RIGG,
President.

[SEAL.]

Attest:
T. W. GROOKETT, Jr.,
Secretary.

Sealed and Delivered in the presence of
S. R. HARVEY.

STATE OF NEW JERSEY, } ss.:
County of Mercer, }

BE IT REMEMBERED, that on the Fifteenth day of October, in the year of our Lord, nineteen hundred and ten, before the subscriber, a Master in Chancery of the State of New Jersey, personally appeared L. C. Taylor, of full age, who being duly sworn according to law, and on his oath says that he is the Secretary of TRENTON, HAMILTON AND EWING TRACTION COMPANY, that he knows the Common Seal of said Company, that the Seal affixed to the foregoing Instrument of Writing is the Common Seal of said Company, that Karl G. Roebling, who is the President of said Company, did by their order sign, seal and deliver said Instrument as their voluntary act and deed in the presence of deponent, and that deponent did at the execution thereof subscribe his name as a witness thereto.

L. C. TAYLOR.

Sworn and subscribed before me this }
Fifteenth day of October, A. D. 1910. }

HARRY R. WILSON,
M. C. C. of N. J.

STATE OF NEW JERSEY, } ss.:
County of Mercer, }

BE IT REMEMBERED, that on the Fifteenth day of October, in the year of our Lord, nineteen hundred and ten, before the subscriber, a Master in Chancery of the State of New Jersey, personally appeared T. W. Grookett, Junior, of full age, who being duly sworn according to law

on his oath says, that he is the Secretary of TRENTON STREET RAILWAY COMPANY, that he knows the Common Seal of said Company, that the Seal affixed to the foregoing Instrument of Writing is the Common Seal of said Company, and John A. Rigg, who is the President of said Company, did by their order sign, seal and deliver said Instrument as their voluntary act and deed in the presence of deponent, and that deponent did at the execution thereof subscribe his name as a witness thereto.

T. W. GROOKETT, JR.

Sworn and subscribed before me this
Fifteenth day of October, A. D. 1910.

HARRY R. WILSON,
M. C. C. of N. J.

KNOW ALL MEN BY THESE PRESENTS, That Trenton and Mercer County Traction Corporation, in consideration of the sum of One Dollar to it in hand jointly paid by Trenton, Hamilton and Ewing Traction Company and Trenton Street Railway Company, the receipt whereof is hereby acknowledged, and of the prospective Leases to be made to it, the said Traction Corporation, by said Companies, doth hereby, for itself, its successors and assigns, accept the provisions of the above and foregoing Agreement between the said Companies.

IN TESTIMONY WHEREOF, the said Trenton and Mercer County Traction Corporation hath caused the hand of its Vice-President to be hereunto set and its common or

corporate seal to be affixed this fifteenth day of October, A. D. nineteen hundred and ten.

Sealed and Delivered in the presence of

TRENTON AND MERCER COUNTY TRACTION CORPORATION,

By RANKIN JOHNSON,

Vice-President.

[SEAL]

Attest:

GEO. W. MACPHERSON,

Secretary.

STATE OF NEW JERSEY, County of Mercer, ss.:

BE IT REMEMBERED, that on the Fifteenth day of October, in the year of our Lord, nineteen hundred and ten, before the subscriber, a Master in Chancery of the State of New Jersey, personally appeared George W. Macpherson, of full age, who being duly sworn according to law on his oath says, that he is the Secretary of TRENTON AND MERCER COUNTY TRACTION CORPORATION, that he knows the Common Seal of said Company, that the Seal affixed to the foregoing Instrument of Writing is the Common Seal of said Company, and Rankin Johnson, who is the Vice-President of said Company, did by their order sign, seal and deliver said Instrument as their voluntary act and deed in the presence of deponent, and that Deponent did at the execution thereof subscribe his name as a witness thereto.

GEORGE W. MACPHERSON.

Sworn and subscribed before me this Fifteenth day of October, A. D. 1910.

HARRY R. WILSON,

M. C. C. of N. J.

This Indenture, made and entered into this fifteenth day of October, A. D. 1910, by and between the TRENTON, HAMILTON AND EWING TRACTION COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called "EWING"), party of the first part; and TRENTON AND MERCER COUNTY TRACTION CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter called "TRACTION"), party of the second part, WITNESSETH:

WHEREAS Traction has offered to lease for the term of nine hundred and ninety years from Ewing its entire street railway system, all its property, real and personal, of every kind, and all its rights, franchises and privileges now held, possessed, operated, controlled, used and enjoyed by it, or which may be hereafter, during the term of said lease, held, possessed, operated, controlled, used and enjoyed by it, in consideration of the covenants, stipulations and agreements in this Indenture of Lease contained; and

WHEREAS said offer has been accepted and an Agreement has been accordingly entered into by and between Ewing and Traction in the terms hereinafter set forth, which Agreement has been duly made by the Board of Directors of the respective companies duly assembled, and by the stockholders of the respective companies duly assembled for such purpose.

NOW THIS INDENTURE WITNESSETH: That for and in consideration of the covenants and agreements of Traction hereinafter contained, and the sum of One Dollar by it in hand paid to Ewing, the receipt whereof is hereby acknowledged, Ewing doth hereby let and demise to Traction, its successors and assigns, all its real estate, wheresoever located, and any and every interest therein, legal or equitable, and its railways as the same are now located and constructed or as the same may be hereafter located and constructed, in pursuance of any and every lawful authority now existing or which may hereafter exist, together with all the branches, extensions, bridges, sidings, turnouts, tracks, rights of way, easements, licenses public and private, fixtures, equipment, choses in action, liberties, lands, machinery, depots, stables, shops, stations, buildings, structures, improvements, poles, wires, motors, power-houses, engines, boilers, dynamos, electrical plants, electrical apparatus, horses, cars and other rolling stock, tools, implements, rails, machinery, harness, equipment, stable furniture and other personal property generally of every kind or description, appurtenances, tenements and hereditaments of whatever kind or description and wherever situate, excepting supplies in store room, now held, owned, used or controlled by Ewing and which at time hereafter, during the term of this lease, may be by it held, owned, used or acquired, incident to or connected with the maintenance, operation, construction, extension or business of its said railways and appurtenances; also all the rights, powers, privileges and franchises which are now or at any time hereafter during the term afore-

said may be lawfully possessed, exercised or enjoyed in or about the use, operation, management, maintenance, renewal, extension, improvement or ownership of its railways, property and appurtenances above demised, also all the executory contracts of Ewing for construction, operation, protection, and improvement of its said railways, property, rights and business, and for the purchase or supply to it of material, machinery, engines, boilers, cars, rails, power-houses and equipment; and also all the right of Ewing to enter into contracts by lease or otherwise; saving and excepting out of this Lease and Contract all books and papers relating to the corporate existence, business and accounts of Ewing; Provided, that nothing herein contained shall be deemed or taken in any manner to affect the right of corporate existence of Ewing or its powers or franchises, the existence or exercise of which may from time to time be necessary to fully carry out the provision and intent of this Lease, and to protect the interests of its stockholders hereunder.

TO HAVE AND TO HOLD the premises thus leased, demised, assigned, transferred and set over to Traction, its successors and assigns, subject to all the covenants and conditions hereinafter contained, for the full term of nine hundred and ninety years, beginning at the close of business on the fifteenth day of October, A. D. one thousand nine hundred and ten, unless the said term be ended and determined sooner, as hereinafter provided.

IN CONSIDERATION OF THE PREMISES, Traction and Ewing do covenant and agree as follows, each binding itself,

its successors and assigns to the other, its successors and assigns:

ONE.—Traction shall and will, in addition to the payments hereinafter provided, pay to Ewing, as the rent of the premises hereby demised, in lawful money of the United States of America, the yearly rent or net sum of Twelve thousand Dollars for each of the first five years of the term of this lease, the net sum of Fourteen thousand Dollars for each of the next five years of the term of this lease, the net sum of Sixteen thousand Dollars for each of the next four years of the term of this lease, the net sum of Eighteen thousand Dollars for the next year of the term of this lease, and the net sum of Twenty thousand Dollars for each year during the remainder of the term of this lease; said yearly rental shall be paid in equal quarterly payments on or before the first days of January, April, July and October in each year, the first payment, being for two and one-half months' rent, shall be paid on the twenty-sixth day of December, nineteen hundred and ten, and thereafter the payments shall be made quarterly, when due as aforesaid. There shall be no abatement whatever upon these payments by reason of any advances or other payments which Traction may hereafter be compelled to make on account of Ewing, or for any other reason whatsoever, it being intended that Ewing shall receive from Traction a total net revenue equivalent to the rentals above mentioned and no more, and that Ewing shall receive the same clear of all deductions of every sort and kind and free and clear of all deductions, charges, taxes and assessments whatso-

ever, it being intended that said charges, taxes and assessments are assumed and must be primarily paid, as they shall become payable, by Traction.

Two.—Traction will pay to Ewing Fifty Dollars per annum, payable quarterly, in equal instalments, on the first days of January, April, July and October of each year, for maintaining the corporate organization of Ewing, and agrees to provide Ewing, without cost or charge, suitable office and safe room, with light, heat and janitor service.

Three.—Traction agrees to pay the semi-annual interest on all bonds now outstanding affecting the property hereby demised, and the unissued bonds when issued, which said bonds are secured by a mortgage upon the property hereby demised, as follows:

> Ewing made, executed and delivered to The Real Estate Title Insurance and Trust Company of Philadelphia, Trustee, as of the first day of November, A. D. 1905, a mortgage upon all its railways, real and personal property and franchises, then held or thereafter to be acquired, to secure its five per cent. First Mortgage Bonds to the extent of Five hundred thousand Dollars, payable on the first day of November, A. D. 1955, with interest at the rate of five per cent. per annum, as therein specified, of which Five hundred thousand Dollars of bonds, Three hundred and fifty thousand Dollars of bonds have been issued and are now outstanding, and One hundred and

fifty thousand Dollars are retained by Trustee, to be issued under the terms of the Mortgage.

or any renewal or substitute of said bonds or mortgage made as hereinafter provided, on the respective due dates until maturity thereof, together with the taxes payable by Ewing on the principal or interest of said bonds and mortgage, according to the several terms thereof, and agrees to pay the principal thereof when demanded, to the holders thereof, provided that Ewing shall, upon the request of Traction in writing, from time to time make and issue other mortgages and accompanying bonds in renewal in payment or substitution thereof, and if Traction is compelled to pay the same, it may hold said bonds and mortgage or mortgages or the bonds and mortgages made in lieu thereof, with all rights of subrogation, subject, however, to all its covenants in this lease as lessee or otherwise; this covenant to renew, extend or make and execute substitutes shall continue despite repeated renewals during the terms. Any increase that may be made in the rate of interest upon the renewal, substitution, replacement or extension of said bonds and mortgage or mortgages shall be subject to the approval of Ewing, and Traction shall pay the interest upon the security so extended, substituted, replaced or renewed, whatever the rate may be, and shall have the benefit of any diminished rate.

FOUR.—Traction shall and will, during the continuance of the term hereby created, assume the payment of and will faithfully and punctually pay all taxes, charges,

licenses and public assessments now or hereafter lawfully imposed upon Ewing or for which Ewing would otherwise in any manner be liable or chargeable on account of its corporate existence, its franchises, property real and personal, business, earnings, bonds, capital stock, dividends or profits, so that Ewing shall be able to declare and pay dividends out of the rentals mentioned in paragraph one hereof free from all tax of any and every kind levied by any authority, national, state or local, during the continuance of this lease, and upon the making of such payments or upon the deposit of the money required for that purpose, as herein elsewhere provided, Traction shall promptly certify to Ewing in writing that such payments or deposits have been made, furnishing a copy in each case of the voucher or credit received therefor; Provided, that nothing in this Agreement contained shall be so construed as to require Traction to pay any indebtedness, due-bills or obligations of any description, owed or issued by Ewing, except as shall in this Agreement be expressly mentioned and payment stipulated for.

FIVE.—Traction shall, at all times during the continuance of this lease, do all the paving, repairing and repaving of streets along which the tracks of any of the lines hereby leased to or operated by Traction are or hereafter may be laid, which Ewing by any law or ordinance, or for any other reason, will be required to do.

SIX.—With the written consent of the parties hereto, this lease may be modified or rescinded. Ewing further

covenants that it hath power to enter into this Lease and that its property and franchises are unencumbered except as hereinbefore set forth.

SEVEN.—Ewing shall pay all of its indebtedness of every description excepting as above provided, whether said indebtedness is liquidated, accrued, accruing or to accrue, admitted, disputed, in suit or otherwise, whether evidenced by bonds, obligations, promissory notes, due-bills or book accounts, and including all suits or claims for penalties or for damages to persons or to property, pending on the fifteenth day of October, A. D. 1910, the date of this Indenture, or growing out of any cause of action whatsoever arising or existing prior to the taking effect of this Lease, and including all costs and expenses of any suit brought or to be brought thereon. Traction shall assume and pay all liability of every kind whatsoever arising from and after the close of business on the fifteenth day of October, A. D. 1910, the date of this Indenture; the true intent and meaning of this Agreement being that the date of this Lease shall be the dividing line, and the obligations and liabilities aforesaid, accrued or otherwise, shall be assumed and paid by Ewing and Traction respectively, in accordance with this express understanding. All periodical payments for taxes, interest, insurance, license, or for any other cause, or of income of any kind, to Ewing, the period of payment or maturity of which shall antedate or postdate said fifteenth day of October, A. D. 1910, it is understood and agreed shall be ratably and proportionately divided be-

tween Ewing and Traction, according to the length of time covered by each.

EIGHT.—If, at any time during the continuance of this Lease, it shall be found that the whole or any part of the real estate hereby demised shall not be necessary for the maintenance and operation of the said railway by Traction, then and in that event Traction may sell the whole or such part or parts of said real estate as may be found unnecessary for its business aforesaid, with the consent of Ewing, and Ewing will then grant and convey the same to such person or persons, corporation or corporations as Traction may designate, for such price or prices as may be agreed upon by all the parties in interest, and in the event of any such sale or sales being made, then Traction shall invest the proceeds thereof in the purchase of such other real estate or other property for betterments or additions as may be necessary or convenient for the operation of said railway, the title to which shall be taken in the name of Ewing, subject, however, to the rights of Traction as lessee thereof, and to all the conditions of this Lease, and if any part of said proceeds shall not be so invested in other real estate or other property for betterments or additions, such part shall be paid by Traction to Ewing upon the termination of this Lease, by expiration, forfeiture or otherwise. Traction shall have the right, from time to time, and at all times during the continuance of this Lease, to sell, exchange and dispose of all such horses, cars, rolling stock, tools, implements, machinery,

or equipment as may be worn out or for any reason considered unnecessary for the management of the said railways; Provided, however, that all sums received from such sales, exchanges or other disposition of such property shall be reinvested in the purchase of other cars, rolling stock and equipment as Traction may deem necessary or advantageous, and that each car, motor, implement, machine or other article from time to time so substituted or purchased shall be and become the property of, and is hereby assigned and transferred to Ewing, subject, however, to the rights of Traction as lessee thereof, and to all the conditions of this Lease.

NINE.—Traction shall indemnify and save harmless Ewing from all loss, damage, claim, and liability of every description arising from or out of the management, use or operation of the property herein demised, or from or by reason of anything that may be done by Traction in the premises.

TEN.—It is understood that the growth of the community during the term of this Lease will require, from time to time, extension by Traction of the railway system controlled by it (which will include certain railways and traction systems besides those herein demised). Traction shall have the right to make such extensions under any franchise, in the discretion of the Board of Directors of Traction: Provided, however, that all the lines so constructed shall, before any cars can be operated thereon, be leased by Traction upon a fair and reasonable rental,

and in the event of the termination of this Lease by any default of Traction or by expiration of term, that then and in such case, Ewing shall have the right to require from Traction an assignment of the leases of such lines as are proper extensions of the system of Ewing.

ELEVEN.—Traction shall, at its own expense, keep up such lines of insurance upon the demised premises as shall be adequate in amount and usual in such cases. Ewing shall have a right to object to insurance being effected or maintained in companies which are not financially able to respond in case of loss. Traction shall, whenever requested by Ewing, furnish the latter with a list of all insurance in force covering the property subject to this Lease. In no event shall moneys received from insurance be appropriated without the consent of Ewing otherwise than in and about the replacement or restoration of the lost or damaged property.

TWELVE.—Traction shall and will, from time to time and at all times during the continuance of this Lease, manage and operate the railways and other property hereby demised in such manner as in the judgment of Traction will tend to best develop the business of the system.

The true intent and meaning of this Agreement being that the railway system hereby demised to Traction, including any extensions thereof, shall be at all times kept in good order, repair and condition by Traction; and all necessary and proper betterments and improvements

thereof shall be made by Traction during the term of this Lease.

THIRTEEN.—A full and correct description, inventory and appraisement of the cars and other rolling stock hereby demised, and of all the horses, tools, implements, machinery, harness, equipments, stable furniture and such like property hereby demised, or intended so to be, shall be made by appraisers appointed in accordance with paragraph sixteen hereof. A duplicate of the inventory and appraisement so made shall be delivered to each of the parties after having been identified by the signature of the Presidents of the parties hereto. It shall be the duty of Traction, on the determination of this Lease, either by expiration hereby created or by any sooner ending under the provisions hereof, to deliver to Ewing like or similar personal property of value at least equal to the amount of said inventory and appraisement as found by the appraisers as aforesaid.

FOURTEEN.—Ewing shall and will, during the term hereby demised, continue its corporate existence and organization. At all times, and from time to time during the said term, when requested by Traction, it shall and will put in force and exercise each and every lawful corporate power and do each and every lawful corporate act which Ewing might have or may at any time hereafter lawfully put in force or exercise, to enable Traction to enjoy, avail itself of, and exercise every right, franchise and privilege in respect to the use, management,

maintenance, extension or improvement of the premises hereby demised or intended so to be, Traction hereby agreeing to indemnify and save harmless Ewing against all expense, loss, damage or liability for such exercise of the corporate powers or performance of corporate acts when exercised or done at the request of Traction. Ewing will do all that may be necessary to be done in the exercise of its franchises, by application to City Councils and otherwise, to secure the proper advantage to Traction of this contract. It shall not, however, be subjected to any expense by reason of the exercise of its franchises, in the way provided for, nor by reason of such application thus stipulated to be made.

FIFTEEN.—Traction, keeping and performing the covenants herein contained upon its part to be kept and performed, shall and may, at all times, and from time to time, peaceably and quietly have, hold, use, and enjoy the demised premises, the income, rents, issues and profits thereof and every part and parcel thereof, with the appurtenances, without any manner of let, suit, trouble, or hindrance from Ewing, its successors or assigns. Ewing shall and will, at any time thereafter, execute and deliver such further assurances as may be reasonably required fully to effectuate the objects and purposes of this Indenture, and more fully to cause to accrue unto Traction the rights and privileges herein mentioned, accorded and granted, or intended so to be.

SIXTEEN.—It is expressly understood and agreed that if any breach of any of the covenants in this Agreement

contained on the part of either party hereto be alleged by the other, or if any difference shall arise at any time between the parties hereto in relation to the construction of this Agreement or the due performance of any of the covenants hereof, the question shall be submitted to arbitrators. The method of appointment of arbitrators or appraisers under any of the provisions of this Lease shall be as follows: The party aggrieved, or moving in the matter, shall give to the other party written notice of its desire to have an arbitration or appraisement, in which it shall state generally its grievance, and name an arbitrator or appraiser. The other party shall thereupon name an arbitrator or appraiser within ten days after receipt of such notice, and in case of its failure to do so, the moving party may appoint the second arbitrator or appraiser. The two thus appointed (in either manner) shall select the third, and in case of their failure to agree upon a third within ten days, the Associate Judge of the State of New Jersey in Mercer County shall, at the instance of either party, appoint such third arbitrator or appraiser; all of the arbitrators or appraisers shall be men of skill and experience in railroad management. The Board of Arbitrators or Appraisers thus constituted shall thereupon proceed to make appraisement or determine the matter in dispute, it shall have authority to examine the property, books, papers and accounts of each party; to summon witnesses, take testimony and hear argument; and the decision of any two (including the disposition of the costs of arbitration or appraisement) shall be final and conclusive upon both parties as to all questions of

fact involved in such arbitration, without any appeal, *certiorari,* writ of error or other process of any court to review the award of such arbitrators upon any such questions of fact in aid of the party against whom such award or decision shall at any time be made; Provided, however, that the party in whose favor any award is made may apply to any court of law or equity for aid in enforcing such award against the other party.

SEVENTEEN.—It is expressly understood and agreed that, as to the payment of rental stipulated to be made by Traction in paragraph one hereof, and as to each and every of the other payments stipulated to be made by it in paragraphs two, three and four hereof respectively, when the time for paying said rental or making any of said payments is specified in any of said paragraphs respectively, the time thus specified shall be regarded as of the essence of the contract, and shall not be relieved against under any circumstances or in any manner whatsoever; and that any failure or default on the part of Traction to pay any instalment of said rental upon the day upon which such instalment is required to be made in paragraph one, or within ten days thereafter, or any failure or default on the part of Traction to make any other payment or payments required to be made under paragraphs two, three and four hereof respectively, upon the day or days when the same are therein respectively required to be made, if such default shall continue for ten days after Ewing shall have given to them notice in writing of the existence of such default, shall, at the option of Ewing, work the immediate and absolute for-

feiture and determination of this Lease, and of all rights of Traction thereunder, without any arbitration, and it shall be the right of Ewing immediately to repossess itself of the hereby demised premises in the manner hereinafter provided in paragraph nineteen.

EIGHTEEN.—At the expiration of the term of this Lease, the herein demised premises shall immediately revert to Ewing, and Traction shall surrender to Ewing peaceable possession of all the real estate hereby demised, not so sold as hereinbefore mentioned in paragraph eight, and also all the real estate purchased as hereinbefore provided, together with the now existing lines of tracks, turn-outs, sidings, etc., in as good order and condition as the same now are, and also all extensions, branches or additions thereto made as hereinbefore provided, together with all the cars, machinery and all other equipment used in the management thereof.

NINETEEN.—If, upon the expiration of the term hereby created, Traction shall fail to deliver up to Ewing all of the premises and properties demised or included or forming part of this Lease and Agreement, or if at any prior time, Ewing shall exercise the option hereinbefore given to it to terminate the same by reason of any breach of condition by Traction as hereinbefore provided, then and in either event, it shall be lawful for Ewing to enter into and upon the hereby demised premises, or such as may be substituted in their place and form the sub-

ject of this Lease, and take possession of the same, with the appurtenances and with all additions and improvements thereon, and upon such re-entry to remove all persons therefrom, and thenceforth to have, hold, possess and enjoy, and take the same as of its former estate thereunder, and thereafter all the estate and interest of Traction in and to the same shall absolutely cease and determine as though these presents had never been made; Provided, however, that such re-entry shall not in any manner affect any claim of Ewing for rent or for damages resulting from the breach of the covenants herein contained; and, provided further, that any failure or continued failure of Ewing to enforce any of its rights under this Lease shall not operate as a waiver of said rights, or as an estoppel against Ewing in the premises; but upon each and every breach of any condition or covenant by Traction, Ewing shall be entitled to enforce its rights hereunder as promptly as though it were the first breach by Traction of said covenant or condition, although the same or similar failures on the part of Traction shall have been, from time to time, acquiesced in by Ewing. In case of such default by Traction and such determination of this lease by Ewing, if it shall be necessary for the protection of the rights, interests and estate of Ewing, in the hereby demised premises, to commence proceedings in ejectment, or other action in law or equity, for the whole or any part of the hereby demised premises, it shall be competent for any attorney of any court of record in this State to appear on behalf of

Traction, for which this, or a certified copy hereof, shall be sufficient warrant, and confess judgment in such ejectment or other proceedings, and thereupon a writ of *haberi facias possessionem* may forthwith issue. And it is further agreed that in the event of a confession of judgment having been obtained, Ewing, in order to recover possession of the personal property hereby demised and such other personal property as may have been substituted for it, and of all improvements and construction which may have been made by Traction under the provisions of this Lease may commence an action of replevin against Traction, and any person or persons, corporation or coroprations in possession thereof through Traction; and in such action, any attorney of any court of record of this State may appear for the defendant or defendants, for which this shall be sufficient warrant, and Traction hereby releases Ewing and its surety and sureties in said action from any and all actions, suits and claims by reason of the issuing of such writ or the giving of a replevin bond. Neither of the actions or proceedings above mentioned shall exclude Ewing from any other action or proceeding which it may deem necessary for the preservation and enforcement of its rights under this Lease, it being the intention of the parties hereto that immediate possession shall be had by Ewing on the termination of this Lease.

TWENTY.—Contemporaneously and as parts of a single transaction herewith, Traction has also entered into

parallel leases for terms of nine hundred and ninety years with Trenton Street Railway Company, Trenton, Pennington and Hopewell Street Railway Company and Mercer County Traction Company, all corporations of the State of New Jersey; Wherefore, it is further stipulated and agreed by and between Traction and Ewing as a condition precedent to the execution, validity and operation of this lease, that when and in case of the determination of any one of said leases, under the provisions thereof, during the terms therein created, or if and when, at any time during said terms, any one of said above-mentioned lessor companies shall exercise the option in its said respective lease reserved to it to terminate the same by reason of any breach of condition by lessee therein respectively provided for, this lease shall also cease and determine, and Ewing shall thereupon be entitled to exercise all the rights and remedies, and be entitled to all the relief as provided in paragraph nineteen hereof. The true intent and meaning of the foregoing covenant being that the said leases of Trenton Street Railway Company; Trenton, Pennington and Hopewell Street Railway Company; and Mercer County Traction Company to Traction and this lease, shall terminate at one and the same time, for the causes aforesaid, and that the determination of any one of said leases, under the terms thereof, shall work a forfeiture of all of said leases, and entitle each of said companies to all the rights, remedies and relief provided in its respective lease upon breaches of the conditions thereof working a forfeiture or termination thereof.

IN WITNESS WHEREOF, each of the parties hereto hath caused the hand of its President or Vice-President to be hereunto set and its common or corporate seal to be hereunto affixed and the same to be attested by its Secretary, as of the day and year first above written.

TRENTON, HAMILTON AND EWING
TRACTION COMPANY,
KARL G. ROEBLING,
President.

[SEAL]

Attest:
L. C. TAYLOR,
Secretary.

TRENTON AND MERCER COUNTY
TRACTION CORPORATION,
RANKIN JOHNSON,
Vice-President.

[SEAL]

Attest:
GEO. W. MACPHERSON,
Secretary.

STATE OF NEW JERSEY, }
County of Mercer, } ss.:

BE IT REMEMBERED, that on the fifteenth day of October, in the year of our Lord Nineteen hundren and ten, before the subscriber, a Master in Chancery of the State of New Jersey, personally appeared L. C. Taylor of full age, who being sworn according to law, on his oath says, that he is the Secretary of TRENTON, HAMILTON AND EWING TRACTION COMPANY, that he knows the Common Seal of said Company, that the Seal affixed to the foregoing Lease is the Common Seal of said Company, that Karl G. Roebling, who is the President of said Company, did by their order, sign, seal, and deliver said Lease as their voluntary act and deed in the Presence of deponent, and that deponent did at the execution thereof subscribe his name as a witness thereto.

L. C. TAYLOR.

Sworn and subscribed before me }
this Fifteenth day of October, }
A. D. 1910. }

HARRY R. WILSON,
M. C. C. of N. J.

STATE OF NEW JERSEY, }
County of Mercer, } ss.:

BE IT REMEMBERED, that on the Fifteenth day of October, in the year of our Lord nineteen hundred and ten, before the subscriber, a Master in Chancery of the State of New Jersey, personally appeared George Macpherson, of full age, who, being duly sworn according to law, on his oath says, that he is the Secretary of TRENTON AND MERCER COUNTY TRACTION CORPORATION, that he knows the Common Seal of said Corporation, that the Seal affixed to the foregoing Lease is the Common Seal of said Corporation, that Rankin Johnson, who is the Vice-President of said Corporation, did by their order, sign, seal and deliver said Lease as their voluntary act and deed in the presence of deponent, and that deponent did at the execution thereof subscribe his name as a witness thereto.

GEORGE W. MACPHERSON.

Sworn and subscribed before me this Fifteenth day of October, A. D. 1910.

HARRY R. WILSON,
M. C. C. of N. J.

EXHIBIT C 59.

Certificate.

BOARD OF PUBLIC UTILITY COMMISSIONERS
FOR THE STATE OF NEW JERSEY.

IN THE MATTER OF THE APPLICATION OF THE TRENTON AND MERCER COUNTY TRACTION CORPORATION FOR APPROVAL OF LEASE OF THE TRENTON STREET RAILWAY COMPANY.

Application being made to the Board of Public Utility Commissioners for the State of New Jersey by the Trenton and Mercer County Traction Corporation, by petition in writing, for approval of a lease, dated October fifteenth, one thousand nine hundred and ten, made by the Trenton Street Railway Company to the Trenton and Mercer County Traction Corporation, and the Board having, after hearing, by a Memorandum, filed under date of March seventh, one thousand nine hundred and eleven, signified its readiness to approve such lease, provided that certain modifications indicated in said Memorandum were made, and these modifications having now been formally made, the Board

HEREBY APPROVES said lease as so modified.

Dated March 24th, 1911.

[Seal.] BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY,
By
(Signed) FRANK H. SOMMER,
President.

Attest:
(Signed) ALFRED N. BARBER,
Secretary.

I hereby certify the foregoing to be a true copy of Certificate of the Board of Public Utility Commissioners for the State of New

New Jersey State Library

Jersey adopted at its meeting Friday, March 24th, 1911, and recorded in the minutes of said meeting.

ALFRED N. BARBER,
Secretary.

EXHIBIT C 60.

Certificate.

BOARD OF PUBLIC UTILITY COMMISSIONERS
FOR THE STATE OF NEW JERSEY.

IN THE MATTER OF THE APPLICATION OF THE TRENTON AND MERCER COUNTY TRACTION CORPORATION FOR APPROVAL OF LEASE OF THE MERCER COUNTY TRACTION COMPANY.

Application being made to the Board of Public Utility Commissioners for the State of New Jersey by the Trenton and Mercer County Traction Corporation, by petition in writing, for approval of a lease, dated October fifteenth, one thousand nine hundred and ten, made by the Mercer County Traction Company to the Trenton and Mercer County Traction Corporation, and the Board having, after hearing, by a Memorandum, filed under date of March seventh, one thousand nine hundred and eleven, signified its readiness to approve such lease, provided that certain modifications indicated in said Memorandum were made, and these modifications having now been formally made, the Board

HEREBY APPROVES said lease as so modified.

Dated March 24th, 1911.

BOARD OF PUBLIC UTILITY COMMISSIONERS
[Seal.] FOR THE STATE OF NEW JERSEY,
By
(Signed) FRANK H. SOMMER,
President.

Attest:
(Signed) ALFRED N. BARBER,
Secretary.

I hereby certify the foregoing to be a true copy of Certificate of the Board of Public Utility Commissioners for the State of New Jersey adopted at its meeting Friday, March 24th, 1911, and recorded in the minutes of said meeting.

ALFRED N. BARBER,
Secretary.

EXHIBIT C 61.

Certificate.

BOARD OF PUBLIC UTILITY COMMISSIONERS
FOR THE STATE OF NEW JERSEY.

IN THE MATTER OF THE APPLICATION OF THE TRENTON AND MERCER COUNTY TRACTION CORPORATION FOR APPROVAL OF LEASE OF THE TRENTON, HAMILTON AND EWING TRACTION COMPANY.

Application being made to the Board of Public Utility Commissioners for the State of New Jersey by the Trenton and Mercer County Traction Corporation, by petition in writing, for approval of a lease, dated October fifteenth, one thousand nine hundred and ten, made by the Trenton, Hamilton and Ewing Traction Company to the Trenton and Mercer County Traction Corporation, and the Board having, after hearing, by a Memorandum, filed under date of March seventh, one thousand nine hundred and eleven, signified its readiness to approve such lease, provided that certain modifications indicated in said Memorandum were made, and these modifications having now been formally made, the Board

HEREBY APPROVES said lease as so modified.

Dated March 24th, 1911.

BOARD OF PUBLIC UTILITY COMMISSIONERS
FOR THE STATE OF NEW JERSEY,
By
(Signed), FRANK H. SOMMER,
President.

[Seal.]

Attest:
(Signed) ALFRED N. BARBER,
Secretary.

I hereby certify the foregoing to be a true copy of Certificate of the Board of Public Utility Commissioners for the State of New Jersey adopted at its meeting Friday, March 24th, 1911, and recorded in the minutes of said meeting.

ALFRED N. BARBER,
Secretary.

EXHIBIT C 62.

Letter, August 13th, 1915, Trenton and Mercer County Traction Corporation to Public Utility Commissioners.

August 13th, 1915.

To the Honorable Board of Public Utility Commissioners of the State of New Jersey.

GENTLEMEN—Under the charters of the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company, the companies owning the lines of street railway in the City of Trenton now being operated by our company, the Trenton and Mercer County Traction Corporation, as lessees, and the ordinances granted to the three companies above mentioned by the City of Trenton under which their lines of railway were constructed, and the agreements between these companies and the City of Trenton, the rate of fare was fixed and agreed to be the sum of five cents for carrying each passenger over five years of age within the limits of the City of Trenton.

For many years past the above-mentioned companies, and also the Trenton and Mercer County Traction Corporation have been extending the privilege to their patrons of purchasing six tickets for twenty-five cents. This privilege we are obliged to withdraw, owing to the decreased revenue and increased cost of operation during the past few years. This withdrawal of the privilege may be contested by the City of Trenton, as in October, 1909, the city passed an ordinance which sought to compel the Trenton Street Railway Company to sell at all times six tickets for twenty-five cents. This ordinance we believe to be illegal and void and, if the City of Trenton takes

action under the ordinance we will ask the courts to adjudicate this question.

We do not consider the withdrawal of the sale of the tickets as a change in rate, as the rate of fare is and has always been five cents, but we deemed it but courteous to advise you of this intended action.

Yours respectfully,

TRENTON AND MERCER COUNTY TRACTION CORPORATION,
By RANKIN JOHNSON, *President.*

EXHIBIT C 63.

Copy letter, August 13th, 1915, from Secretary of Public Utility Commissioners to Mr. Rankin Johnson.

STATE OF NEW JERSEY.
BOARD OF PUBLIC UTILITY COMMISSIONERS.

TRENTON, August 13th, 1915.

In re proposed discontinuance of sale of tickets by Trenton and Mercer County Traction Corporation.

Mr. Rankin Johnson, President, Trenton and Mercer County Traction Corporation, Trenton, New Jersey.

DEAR SIR—I am instructed by the Board to acknowledge receipt of your letter of the 13th inst. This does not state upon what date it is proposed to make effective the withdrawal of the tickets. Please advise with respect to this. I send you herewith copy of a letter sent to Mayor Donnelly, of Trenton, which explains itself.

Very truly yours,

(Signed) A. N. BARBER,
Secretary.

R/B

EXHIBIT C 64.

Copy letter, August 13th, 1915, Secretary of Board of Public Utility Commissioners to Frederick W. Donnelly, Mayor.

August 13th, 1915.

In re proposed discontinuance of sale of tickets by Trenton and Mercer County Traction Corporation.

Hon. Frederick W. Donnelly, Mayor, Trenton, New Jersey.

DEAR SIR—I am instructed by the Board to send you the enclosed copy of a letter from the Trenton and Mercer County Traction Corporation, from which the Board notes the corporation proposes to discontinue its practice of selling six tickets for twenty-five cents.

The Board notes further that the corporation states:

> "We do not consider the withdrawal of the sale of the tickets as a change in rate, as the rate of fare is and has always been five cents."

The Board is not advised as to the position of the City of Trenton with respect to the proposed action of the company. If the city desires to submit anything to the Board in this connection, or to make any motion with respect to the proposed action by the Trenton and Mercer County Traction Corporation, an opportunity will be afforded at the meeting of the Board at the State House, Trenton, on Tuesday, August 17th, at 11 A. M.

Very truly yours,

R/B *Secretary.*

EXHIBIT C 65.

Letter, August 17th, 1915, Frederick W. Donnelly, Mayor, to Board of Public Utility Commissioners.

TRENTON, August 17th, 1915.

To the Honorable the Board of Public Utility Commissioners of the State of New Jersey.

GENTLEMEN—I beg to acknowledge the receipt of your letter of the 13th inst., enclosing a copy of a letter from the Trenton and Mercer County Traction Corporation regarding its intention to discontinue its practice of selling six tickets for twenty-five cents. At a conference of the Commissioners of this city, held yesterday, I laid your communication, with the copy of the letter from the Traction Company, before them for consideration.

As the communication from the Traction Corporation prays for no affirmative action upon the part of your honorable Board, the Board of Commissioners of this city is at a loss to understand its purpose.

If it is the intention of the company to ask for an order permitting it to discontinue the sale of strip tickets, we regard the communication as being disingenuous. We feel that no such order should be made by your honorable body at this time. The Trenton and Mercer County Company and its predecessors have sold six tickets for twenty-five cents upon all the lines operated by them, which tickets were good upon all cars operated upon any of the lines controlled by them. This practice upon the part of these different companies has prevailed for more than twenty years.

In addition to this custom, the Common Council of the City of Trenton enacted an ordinance in the year 1909, requiring the Traction Company to sell six tickets for twenty-five cents on all cars operated by it within the City of Trenton. This ordinance, the city contends, was accepted by the company at that time and is binding upon it and its successors. Hence, it is the opinion of this Board that a discontinuance of the sale of tickets is in effect a change in the legal rate of fares which the Traction Company is entitled to charge for transportation of passengers desiring to purchase such tickets.

If it should be the intention of the Traction Company to ask for

an order permitting it to discontinue the sale of tickets because of the increased cost of operation, or the decrease in revenue received, this Board respectfully suggests that such order shall not be allowed until the company has clearly established the necessity for such action, and that such action is essential to the successful operation of the road.

In view of the express intention of the Traction Company to discontinue the sale of strip tickets, as shown in its communication to your honorable Board, it is the judgment of this body that your honorable Board should make an order prohibiting the company from discontinuing the sale of such tickets until such time as formal application shall have been made, and the reasonableness thereof determined by your Board.

Respectfully yours,

FREDERICK W. DONNELLY,
Mayor.

EXHIBIT C 66.

Order of Public Utility Commissioners calling hearing and suspending increase in the matter of the proposed discontinuance by the Trenton and Mercer County Traction Corporation of the sale of tickets for transportation on street railways operated by it at the rate of six tickets for twenty-five cents; dated August 17th, 1915.

STATE OF NEW JERSEY.
BOARD OF PUBLIC UTILITY COMMISSIONERS.

In the matter of the proposed discontinuance by the Trenton and Mercer County Traction Corporation of the sale of tickets for transportation on street railways operated by it at the rate of six tickets for twenty-five cents. } *Order Calling Hearing and Suspending Increase.*

The Trenton and Mercer County Traction Corporation operates, as lessee, the street railways of the Trenton Street Railway Com-

pany, the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company. It appears that, beginning on the twentieth day of August, 1915, the said Trenton and Mercer County Traction Corporation proposes to discontinue the sale, for transportation over the street railways operated by it, of tickets at the rate of six tickets for twenty-five cents. It further appears that from the time the Trenton and Mercer County Traction Corporation discontinues the sale of tickets, as above noted, the said company proposes to charge passengers traveling on its leased lines a fare of five cents for each trip of each passenger so traveling. An act concerning public utilities, to create a Board of Public Utility Commissioners, and to prescribe its duties and powers (Chap. 195, N. J., P. L. 1911) provides:

> "When any public utility as herein defined shall increase any existing individual rates, joint rates, tolls, charges or schedules thereof, as well as commutation, mileage and other special rates, or change or alter any existing classification, the Board shall have power, either upon written complaint or upon its own initiative, to hear and determine whether the said increase, change or alteration is just and reasonable. The burden of proof to show that the said increase, change or alteration is just and reasonable shall be upon the public utility making the same. The Board shall have power, pending such hearing and determination, to order the suspension of the said increase, change or alteration until the said board shall have approved said increase, change or alteration, not exceeding three months. It shall be the duty of the said Board to approve any such increase, change or alteration upon being satisfied that the same is just and reasonable." (H, Sec. 17.)

It appearing that the discontinuance of the sale of six tickets for twenty-five cents, as intended by the Trenton and Mercer County Traction Corporation, will result in an increase, change or alteration, within the contemplation of the statute as quoted above, the Board of Public Utility Commissioners hereby calls a hearing on the question whether the said increase, change or alteration is just and reasonable; and the Board hereby fixes Tuesday, the twenty-first day of

September, 1915, eleven o'clock in the morning, as the time, and the State House, in the City of Trenton, as the place of said hearing.

The Board hereby orders the suspension of the increase in the existing individual and special rate, and the change or alteration of the existing classification, as set forth in a letter to this Board dated August 13th, 1915, signed Trenton and Mercer County Traction Corporation, Rankin Johnson, President, by the said Trenton and Mercer County Traction Corporation for the transportation of passengers over lines operated by it until the sixteenth day of November, 1915, unless this Board, prior to said date, shall determine that the said increase, change or alteration is just and reasonable and shall approve the same.

The secretary of the Board is directed to mail a copy of this order to the Trenton and Mercer County Traction Corporation, which copy so mailed shall constitute notice to the said corporation of this order of suspension and of the hearing hereby called.

Dated August 17th, 1915.

BOARD OF PUBLIC UTILITY COMMISSIONERS,
(Signed) By RALPH W. E. DONGES, *President.*

[SEAL.]

Attest:

(Signed) ALFRED N. BARBER,
Secretary.

I hereby certify the foregoing to be a true copy of order adopted by the Board of Public Utility Commissioners at a meeting held on Tuesday, August 17th, 1915, and recorded in the minutes of said meeting.

[SEAL.] (Signed) ALFRED N. BARBER,
Secretary.

EXHIBIT C 67.

Transcript of proceedings before Board of Public Utility Commissioners on August 17th, 1915. In re proposed discontinuance of sale of six tickets for twenty-five cents by Trenton and Mercer County Traction Corporation.

BOARD OF PUBLIC UTILITY COMMISSIONERS,

TRENTON, N. J., Tuesday, August 17th, 1915.

In re Proposed Discontinuance of Sale of Six Tickets for Twenty-five Cents by Trenton and Mercer County Traction Corporation.

Before the Following Commissioners—R. W. E. Donges, Esq., J. J. Treacy, Esq.

For the City of Trenton appear *C. E. Bird, Esq.*, and *Henry M. Hartman, Esq.*

For Lawrence Township appears *H. T. Satterthwaite.*

For the Central Labor Union of Mercer County appears *George L. Record, Esq.*

For Ewing Township appears *W. P. Bainbridge, Esq.*

Commisioner Donges—Mr. Bird, I understand the City of Trenton desires to be heard this morning.

Mr. Bird—We have a communication, under the hand of the Mayor, setting forth our position in this matter.

Commissioner Donges—In the trolley matter?

Mr. Bird—In the trolley matter; yes.

Mr. Record—If the Board please, I would like to have it entered on the minutes that I appear for the Central Labor Union of Mercer County, and I would like to be heard on this after the city has been heard.

Commissioner Donges—Mr. Bird, I do not understand; it seems to be the impression of the city officials that the communication of

the Traction Company to this Board was an application for an order permitting the discontinuance of the sale of six tickets for a quarter.

Mr. Bird—We did not assume that in our communication. We simply took the ground that the practice of the company should——

Commissioner Donges—The statement is made, that if it is the intention of the company to ask for an order; but the Board does not understand the company makes any application or contemplates making any application to this Board. On the contrary, the communication of the company would indicate that the judgment of the company is that the Board has no jurisdiction over the subject-matter.

Mr. Bird—That was our thought when we read the communication, but we state there that we are at a loss to understand why the communication was ever made to this Board, unless it were to be followed by some kind of application to this Board, and, of course, our position is in the matter that the Board should, in view of the communication of the Traction Company, and the assertions by it that it intended to discontinue the sale of these strip tickets, the Board should make an order prohibiting them from discontinuing the sale. That was the position we assumed. The matter is formally before the Board, because the Traction Company has advised the Board that they propose to do this particular thing.

Commissioner Treacy—Yes; this Board is going to take cognizance of that particular thing.

Commissioner Donges—Of course, the Board notified the city of the receipt of the communication and advised the city that an opportunity would be afforded today for any application which the Mayor or City Commissioners might desire to make, and the Board felt that in a matter of such public consequence the city probably would desire to be heard.

Mr. Bird—Our formal application would be for an order, then, to prohibit the company from discontinuing the sale.

Commissioner Treacy—You have stated that in your letter.

Mr. Bird—Yes; in my letter.

Mr. Record—I have this morning been retained by the Central Labor Union of this county, the members of which are perhaps more extensively interested in this procedure than anybody else. They are the workingmen of this section, and if they are deprived of the present rate it means something like five dollars a head to each of the workingmen, girls and children that avail themselves of this privilege.

Commissioner Donges—Per annum?

Mr. Record—Per annum. It would probably amount to something like $100,000 a year above and upon the community, of which these morning and evening patrons of the line would be the bulk. I wish, on behalf of my clients, to endorse the application of the city. I think there should be some facts laid before this Board, upon this preliminary application, in support of that order or that application for an order. There ought to be; when we appear before the Board, there ought to be something in the nature of reason and evidence in support of whatever we ask.

The history of this company is the usual stock-watering performance of the public-utility corporation. We have seen it everywhere in the State of New Jersey. Your Board has run into it whenever you have considered any rate in a large place. This concern, about six or eight years ago—in 1909—was known by its local name and had about thirty-three hundred thousand dollars of bonds outstanding, and it had about a million dollars of stock outstanding; and it was paying on an average a little over five per cent. upon those bonds. Now, I am satisfied from what I know of the cost of building these plants that this whole Trenton proposition can be duplicated for about half what the securities were upon it then.

Commissioner Treacy—Mr. Record, those are all matters that would properly be brought out in evidence at a hearing, by witnesses.

Mr. Record—I think so.

Commissioner Treacy—The question now is, whether or not the Board has jurisdiction over the situation here involved, the Traction Company denying that the Board has jurisdiction. If we have jurisdiction, then we have the right to suspend.

Mr. Sommer—For a period not exceeding three months.

Commissioner Treacy—If it be an increase.

Mr. Record—I am coming to that. I want to lay the foundation for it.

Commissioner Treacy—The question now is, Shall we suspend or not, and have we the right to do so?

Mr. Record—I am not missing that point by a good deal. I am coming directly to that. I say, in 1909, with a capitalization then two times what they had ever put into the property, or what it would cost to duplicate, they execute one of the familiar "phoney" leases, in order to further increase the capitalization; and then they agree—one company agrees with the other—they will take over this load of al-

ready watered securities of at least twice the value of the plant, and, in addition to that, guarantee $80,000 the first year in a rental and running up to $150,000—in $5,000 a year until it reaches $150,000. My first point is—and this is where your jurisdiction comes in: when those are facts before this Board, which indicate the watering of the stock, which in turn indicates not only a watering of the stock, but putting a charge upon this business, irrespective of the cost of doing it, because that five thousand dollars a year, and that eighty thousand dollars, had no relation whatsoever to the situation; that was just a stock-watering game that was to go on indefinitely——

Commissioner Donges—Assume that all you say is true; how does that affect the question of whether contemplated procedure on the part of the company is an increase in fare?

Mr. Record—Irrespective of whether it is an increase in fare——

Commissioner Donges—I think the present proposition—Judge Treacy and I agree that we need go no further than discuss the question of whether the contemplated action results in an increase of fare and whether the Board ought to suspend.

Mr. Record—That is true; but if I present to this Board an argument to show that you could interfere if it were not an increase of fare, certainly I am within the lines of the argument, because that cinches the question as your Honor states it. You say the question is, whether this is an increase in fare. I say, first, if it is not an increase in fare, nevertheless you have the right to put your oar in whenever you please.

Commissioner Donges—And suspend?

Mr. Record—And suspend any action this company is about to take. That is your jurisdiction; that is what you are here for. You cannot do it whimsically; you cannot do it because you don't like the company, but you can do it upon a statement of fact.

Let us go to the question of whether it is an increase of fare. What is it for? Is it possible that we have come to the time when we have to seriously debate the question as to whether, when you pay five cents and you are compelled—when you pay four cents and are compelled to pay five that more money is extracted out of your pocket by that process? Is there any doubt about that? Where is the arithmetic taught in the schools? What are they doing it for? For fun? What are we here objecting to it for? Because they are going to take more money out of the pockets of our people.

Commissioner Treacy—I guess there is no question about that.

Mr. Record—It is an increase in fare if anything is an increase in fare.

Commissioner Treacy—The question, I take it, is principally whether or not they have the right to charge five cents; whether under the ordinance granting them permission to operate in Trenton originally they have the right to charge five cents, and whether the subsequent ordinance fixing the rate of twenty-five cents for six tickets is invalid and in derogation of the former ordinance.

Mr. Record—That is another question. The first question was, Is it an increase in fare? It is an increase in fare in fact. There is no question about that.

Commissioner Donges—If that is true, then the Board has power to suspend. Now the question is, whether the order ought to be suspended.

Mr. Record—I understand the company's position to be—and that is where all of my argument will be founded upon—this company's position is going to be, as near as I can get it, they have the guaranteed right to charge five cents and that the other was a privilege, the other was privileged. The City Attorney says he has seen nobody here in behalf of the company, and I am not familiar with the local representatives. They assumed this Board has nothing to do with it. All they have got to do is to withdraw these privileges which they have been giving, as the city communication says, for twenty years.

Commissioner Donges—Pardon me just a minute: The Board is of the opinion that we do not probably require any further argument from counsel; that, in view of the situation, we are satisfied that the proposed action of the company will result in an increase in fare. The board has jurisdiction and that, pending an investigation of the merits of the controversy, there ought to be an order of suspension. All questions as to the effect of the various ordinances, or whether the increase is justified for other reasons, and all matters of that kind will come up on merits in the inquiry.

Mr. Satterthwaite—If the Commission please, I represent Lawrence Township, one of the municipalities concerned in this matter, and I assume the same order will be made as to Lawrence Township.

Commissioner Donges—Of course; it will be made generally. Mr. Barber suggests that the six-for-a-quarter tickets are sold only within the City of Trenton.

Mr. Satterthwaite—As a matter of fact, they are used over the entire system.

Commissioner Donges—That is to say, a journey begun in the City of Trenton——

Mr. Satterthwaite—Yes; and I am quite sure you can buy them outside the city.

Commissioner Donges—Wherever the practice obtains the order will apply.

Mr. Satterthwaite—All we ask is that the *status quo* will be maintained.

Commissioner Donges—Wherever the practice obtains the status will be maintained.

Mr. Record—There is an ordinance—a Hopewell ordinance—where they contracted to deliver six tickets at the rate of six for a quarter.

Commissioner Donges—The order will apply wherever the practice obtains.

Mr. Bainbridge—I represent Ewing Township. I received notice this morning, and I would like to have my appearance entered. They have two companies in Ewing Township—one running to Trenton Junction, and the other to Hopewell.

Commissioner Donges—The Board will enter an order of suspension covering the period of three months, which is the maximum period allowed by the statute, and will set the matter for hearing at Trenton, Tuesday, September 21st.

State of New Jersey, }
County of Essex. } *ss.*

I hereby certify that the testimony herewith is a true and correct transcript of my notes of the evidence given *in re* Trenton and Mercer County Traction Company, passenger rates, heard before the Board of Public Utility Commissioners sitting in the State House, Trenton, N. J., Tuesday, August 17th, 1915, to the best of my knowledge and belief.

J. A. Buehner.

Sworn and subscribed to before me
this 3d of September, A. D. 1915.

Mary O. Barton,
Notary Public, N. J.

EXHIBIT C 68.

Resolution Trenton Street Railway Company.

Whereas, in and by the several ordinances of the City of Trenton, granting the Trenton Horse Railroad Company, the City Railway Company, the Trenton Street Passenger Railway Company (Consolidated), the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company, the Mercer County Traction Company, and the Trenton, Hamilton and Ewing Traction Company the right to construct and operate street railway lines in and upon the public streets of the City of Trenton, the right was reserved to alter such ordinances at any future time whenever in the judgment of the Common Council it should become necessary for the public good so to do; and

Whereas, in and by the ordinances aforesaid, or some of them, it is provided that no such alterations or amendments shall be made without giving to the railway company affected thereby one month's written notice of such proposed alterations or amendments; and

Whereas, by a resolution of the Common Council of the City of Trenton, adopted at a meeting held on the twenty-first day of September, A. D. 1909, it appears that the said Common Council is desirous of amending the several ordinances aforesaid, or of passing a new ordinance providing for the uninterrupted sale of tickets on the cars operated and to be operated by this company in said city at the rate of six tickets for twenty-five cents, which shall be good and valid over any and all of the lines operated by the company in said city; and

Whereas, the amendment of the several ordinances aforesaid would involve greater delay, and entail a larger expense on said municipality than would be necessitated by the passage of said proposed new ordinance; and

Whereas, the City Counsel of the City of Trenton, on behalf of said city, has submitted to this company a draft of said proposed new ordinance, and of a written form of agreement to be executed by this company (copies of which said proposed new ordinance and agreement are hereunto attached), and this Board having fully considered the premises and being willing to aid in the more speedy passage of said proposed new ordinance; therefore, be it

Resolved, that this company do, and it hereby does, waive any and all right to which it may be entitled, whether by virtue of the ordinances aforesaid or otherwise however, to receive from said city any notice or notices relating to the introduction or passage of the ordinance aforesaid, and that the proper officers of this company be, and they hereby are, authorized and directed to forthwith transmit to the proper authorities of said city a duly authenticated copy of this resolution; and be it further

Resolved, that immediately after the passage of said ordinance by the Common Council of said city, and its approval by the Mayor thereof, in the form, or substantially in the form, embodied in the copy hereunto annexed, that the proper officers of this company be and they hereby are authorized and directed to execute said agreement on behalf of this company, in manner and form substantially similar to the draft of said proposed agreement hereunto annexed.

TRENTON STREET RAILWAY COMPANY,
By W. A. ROSEN, *Vice-President.*

Attest:
T. W. GROOKETT, JR., [SEAL.]
Secretary.

EXHIBIT C 69.

Resolution Trenton Street Railway Company.

Whereas, at a special meeting of the board of directors of this company (Trenton Street Railway Company), held on October 4th, 1909, the following resolution was adopted:

"Whereas, in and by the several ordinances of the City of Trenton, granting the Trenton Horse Railroad Company, the City Railway Company, the Trenton Street Passenger Railway Company (Consolidated), the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company the right to construct and operate street railway lines in and upon the public streets of the City of Trenton, the right was reserved to alter such ordinances at any future

time whenever in the judgment of the Common Council it should become necessary for the public good so to do; and

"Whereas, in and by the ordinances aforesaid, or some of them, it is provided that no such alteration or amendments shall be made without giving the railway company affected thereby one month's written notice of such proposed alterations or amendments; and

"Whereas, by a resolution of the Common Council of the City of Trenton, adopted at a meeting held on the twenty-first day of September, A. D. 1909, it appears that the said Common Council is desirous of amending the several ordinances aforesaid, or of passing a new ordinance providing for the uninterrupted sale of tickets on the cars operated and to be operated by this company in said city at the rate of six tickets for twenty-five cents, which shall be good and valid over any and all of the lines operated by the company in said city; and

"Whereas, the amendment of the several ordinances aforesaid would involve greater delay, and entail a larger expense on said municipality than would be necessitated by the passage of said proposed new ordinance; and

"Whereas, the City Counsel of the City of Trenton, on behalf of said city, has submitted to this company a draft of said proposed new ordinance, and of a written form of agreement to be executed by this company (copies of which said proposed new ordinance and agreement are hereunto attached), and this Board having fully considered the premises, and being willing to aid in the more speedy passage of said proposed new ordinance; therefore, be it

"Resolved, that this company do, and it hereby does, waive any and all right to which it may be entitled, whether by virtue of the ordinances aforesaid, or otherwise however, to receive from said city any notice or notices relating to the introduction or passage of the ordinance aforesaid, and that the proper officers of this company be, and they hereby are, authorized and directed to forthwith transmit to the proper authorities of said city a duly authenticated copy of this resolution; and be it further

Resolved, that immediately after the passage of said ordinance by the Common Council of said city, and its approval by the Mayor thereof, in the form, or substantially in the form, embodied in the copy hereunto annexed, that the proper officers of this company be, and they hereby are, authorized and directed to execute said agreement on behalf of this company, in manner and form substantially similar to the draft of said proposed agreement hereunto annexed;" and

Whereas, said resolution was presented to the board of directors of this company by the City of Trenton and passed in the form presented at said meeting of the board under the belief that said resolution properly and correctly referred to the provisions of the ordinances therein mentioned, relative to the alteration of the terms of said ordinances, and that the right to alter said ordinances at any future time, whenever in the judgment of the Common Council of the City of Trenton it should become necessary so to do, was reserved in all of said ordinances; and

Whereas, after the passage of the resolution an examination of said ordinances disclosed that the following ordinances did not reserve the right to alter the same:

Ordinance, City of Trenton to the Trenton Passenger Railway Company (Consolidated); approved February 12, 1894.

Ordinance, City of Trenton to Mulberry Street Railway Company; approved October 23, 1897.

Ordinance, City of Trenton to Pennington Avenue Passenger Railway Company; approved December 22, 1897.

Ordinance, City of Trenton to Trenton Street Railway Company; approved February 10, 1899.

Ordinance, City of Trenton to Trenton Street Railway Company; approved February 10, 1899.

Ordinance, Ewing Township to the Ewing Passenger Railway Company; passed March 28, 1898.

Ordinance, City of Trenton to Trenton Street Railway Company; passed over the Mayor's veto December 5, 1905.

Ordinance, City of Trenton to Mercer County Traction Company; approved October 11, 1901.

Ordinance, City of Trenton to Mercer County Traction Company; approved October 11, 1901.

Ordinance, City of Trenton to Mercer County Traction Company; approved January 13, 1902.

Ordinance, City of Trenton to Mercer County Traction Company; passed June 27, 1904; and

Whereas, the agreement referred to in said resolution has never been executed by this company, by reason of the discovery of the misstatement in the recitals of said resolution which prompted the passage thereof; now, therefore, be it

Resolved, that for the reasons aforesaid the said resolution passed at the said meeting of the board of directors of this company on October 4th, 1909, be rescinded.

EXHIBIT C 70.

Copy Form of Agreement.

This agreement, made this day of , in the year of our Lord one thousand nine hundred and nine, between the Trenton Street Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part, and "The Inhabitants of the City of Trenton," a municipal corporation of the county and state aforesaid, party of the second part;

WHEREAS, the said party of the first part is engaged in operating sundry lines of street railway lying wholly or partially within the limits of the city of Trenton aforesaid, which said lines of railway were constructed under and by virtue of the provisions of the several ordinances of said city granting to the Trenton Horse Railroad Company, the City Railway Company, the Trenton Passenger Railway Company, Consolidated, the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company (party of the first part hereto), the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company, the right to construct and operate lines of street railway in, upon and through the several streets, avenues and highways of said city in said ordinances respectively mentioned and described; and

WHEREAS, the said party of the first part, by lease, merger, consolidation or otherwise, has acquired control of, and is now actually engaged in operating, each and every of the line of street railway heretofore constructed by each of the companies aforesaid pursuant to the grant and authority contained in the several and respective ordinances above referred to; and

WHEREAS, in and by the said several ordinances, it is provided that no greater fare shall be charged or received by said companies, respectively, as fare or toll for the carrying of passengers, than five cents for each passenger over five years of age, and that no sum shall be charged or received as fare or toll for the carrying of children under five years of age; and

WHEREAS, in and by the several ordinances aforesaid, or some of them, the right was reserved by the said party of the second part to alter or amend said ordinances, at any future time, whenever, in the judgment of the common council of said city, it should become or be necessary for the public good so to do; and

WHEREAS, in and by the several ordinances aforesaid, or some or one of them, it was further provided, that no such alterations or amendments should be made without giving to the company or companies thereby affected, one month's written notice of such proposed alterations or amendments; and

WHEREAS, at a meeting of the common council of the city of Trenton, held on the twenty-first day of September, in the year of our Lord one thousand nine hundred and nine, a resolution was introduced and regularly adopted reciting (among other things) that in the judgment of the common council of the city of Trenton, it is necessary for the public good that each and every of the ordinances aforesaid should be altered or amended so as to provide for the uninterrupted sale of said railway companies, or their respective successors, of tickets, at the rate of six tickets for twenty-five cents, good and valid over any or all of the lines of the company now operating the same within the corporate limits of the city of Trenton, or that, in lieu of such alterations or amendments, a new ordinance should be passed requiring the sale of such tickets by the said party of the first part hereto upon the terms aforesaid; *provided,* the said party of the first part, by its proper officers, should first waive, in writing, one month's notice thereof, and should signify its willingness to enter into a written contract or agreement with the said party of the second part, accepting the terms of such proposed new ordinance, and agreeing to comply with the requirements thereof; and

WHEREAS, at a meeting of the board of directors of said party of the first part, duly convened and held on the
day of in the year of our Lord one thousand nine hundred and nine, it was

"*Resolved,* That this company do, and it hereby does, waive any and all right to which it may be entitled, whether by virtue of the ordinances aforesaid, or otherwise, however, to receive from said city any notice or notices relating to the introduction or passage of the ordinance aforesaid and that the proper officers of this company be

and they hereby are authorized and directed to forthwith transmit to the proper authorities of said city a duly authenticated copy of this resolution, and be it further

"Resolved, That immediately after the passage of said ordinance by the common council of said city, and its approval by the mayor thereof, in the form, or substantially in the form, embodied in the copy hereunto annexed, that the proper officers of the company be and they hereby are authorized and directed to execute said agreement on behalf of this company, in manner and form substantially similar to the draft of said proposed agreement hereunto annexed;" and

WHEREAS, in pursuance of said waiver, an ordinance entitled "An ordinance to provide for the sale of tickets by the Trenton Street Railway Company" has been duly passed by the common council of the city of Trenton, and was duly approved by the mayor of said city on the day of instant;

Now therefore, this agreement witnesseth, that the said party of the first part, for and in consideration of the premises aforesaid, and of the sum of one dollar, lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, for itself, its successors and assigns, hereby covenants, promises and agrees to and with the said party of the second part and its successors that it shall and will, at all times hereafter, comply with all and singular the requirements of the ordinance above entitled, and shall not nor will, in any manner whatsoever, attack the validity thereof, or call into question the regularity or legality of the proceedings attending the passage thereof.

In witness whereof, the said party of the first part hath hereunto caused its corporate seal to be hereunto affixed, duly attested by the signature of its secretary, and hath caused this agreement to be signed by its president, the day and year first above written.

Certified Copy of Certificate of the Borough of Wilbur.

To Hon. Robert S. Woodruff, Law Judge of the Court of Common Pleas in and for the County of Mercer:

Your petitioners, whose names are hereunto subscribed, by this, their petition, respectfully set forth:

First—That they are residents and owners of at least one-tenth in value of taxable real estate situate in the limits of the borough commission of Wilbur, in said county of Mercer, as the same appears upon the assessors' duplicate of the township of Hamilton, county of Mercer, in which township said borough commission is situate; and which borough commission does not embrace an area of more than two square miles and in which there is taxable real estate of not less than one hundred thousand dollars, and within which area resides, during any portion of the year, a population of not less than two hundred, and which is now subject to the form of municipal government known and created by law as a borough commission.

Second—That we desire that there be formed in the place and stead of the said borough commission of Wilbur; and that we accept the provisions of an act entitled "An act for the formation and government of boroughs," approved April 2d, 1891, and become subject to all the rights, privileges, powers and liabilities in said act specified; and become in fact and in law a borough agreeably to the provisions of the above-mentioned act, said borough be known by the name of The Borough of Wilbur, and having the following boundaries, to wit: Beginning in the middle of the Assanpink Creek, at a point where the eastern line of the East State Street and Greenwood Avenue Land Association, if continued, would intersect the said creek, and running thence westerly along the line of the said Assanpink Creek to a point where Chambers Street Bridge crosses the said Creek; thence southerly along Chambers Street to Jefferson Street; thence northeasterly along Jefferson Street to Olden Avenue; thence northerly along Olden Avenue to Hamilton Avenue; thence easterly along Hamilton Avenue to a point opposite the eastern line of East State Street and Greenwood Avenue Land Association; thence northerly along said easterly line of East State Street and

Greenwood Avenue Land Association in a straight course to the Assanpink Creek aforesaid and the place of beginning.

Your petitioners therefore pray that you will call a special election to be held at some convenient place within the said borough commission, according to the provisions of the said act, to the end that it may be decided by the votes of the electors of said borough commission whether such proposed borough shall be formed therefrom.

Dated March 25th, 1892.

Nahor B. Yard, 859 E. State St., $1,200.
Geor. W. Price, 801 E. State St., $4,000.
Thos. Humphrey, Hamilton Ave., $1,300.
Elmer E. Willy, 869 E. State St., $1,400.
John Bogart, 855 E. State St., $1,000.
P. J. Lawton, 827 E. State St., $2,000.
Wm. R. Thropp, 912 E. State St., $8,000.
A. R. Chambers, No. 461 Greenwood Ave., $20,400.
Henry R. Witter, No. 851 E. State St., $1,200.
Wm. Thomas, 857 E. State St., $1,200.
A. D. Carnagy, 809 E. State St., $5,000.
Harry H. Kriegner, 881 E. State St., $3,500.
William A. Sanford, No. 1 Melrose Ave., $1,200.
Benj. S. Colvell, 1201 E. State St., $1,000.
Michael McKevr, 990 E. State St., $4,500.
Oscar D. Fine, 980 E. State St., $3,200.
Stephen Bunster, 383 Cedar Ave., farm, $1,000.
Charles Lynch, lots on E. State St., $1,000.
Amanda R. Allen, 861 E. State St., by N. B. Yard, Agt., $1,000.
John Exton lots, $2,000.
Michael Bohan, Yard Lean and $900.
Michele Colucci, 657 Lyndale Ave., $500.
Peter Sperduto, 658 Lyndale Ave., $500.
Kate E. Whyte, 653 Lyndale Ave., $500.
George Kaiser, Kearney Ave., $600.
Alois Eldracher, Union Ave., $600.
Joseph Baur, Centennial Ave., $400.
St. Francis Hospital, Sr. M. Hyacintha, Pres., $50,000.
S. J. Emley, 867 E. State St., $1,200.
John Bradshaw, 1226 E. State St., $1,200.
Stephen Bennett, 972 E. State St., $1,200.

STATE OF NEW JERSEY, } ss.
MERCER COUNTY. }

Charles H. Pullen, being duly sworn according to law, deposeth and saith that he did on the twenty-eighth day of March, A. D. 1892, set up in ten public places within the limits of the borough commission of Wilbur, a notice of the application for the changing of the borough commission of Wilbur in the borough of Wilbur, as appears by a copy of the notice hereto attached and which is a true copy of the notice set up as aforesaid. And this deponent further says that there is no newspaper published within the limits of the said borough commission of Wilbur.

CHAS. H. PULLEN.

Sworn and subscribed before me
this 8th day of April, A. D. 1892.

W. HOLT APGAR,
M. C. C. of N. J.

To whom it may concern. Take notice that on the eighth day of April next, at the court house, in the city of Trenton, county of Mercer and State of New Jersey, at ten o'clock in the forenoon, or as soon thereafter as can be heard, a petition will be presented to the Hon. Robert S. Woodruff, law judge of the Court of Common Pleas in and for said county, requesting him to call a special election for the purpose of changing the borough commission of Wilbur into a borough to be known as the borough of Wilbur, agreeably to the provisions of an act entitled "An act for the formation and government of boroughs," approved April 2d, 1891; the boundaries of which proposed borough are as follows: Beginning in the middle of the Assanpink creek at a point where the eastern line of the East State street and Greenwood Avenue Land Association, if continued, would intersect the said creek, and running thence westerly along the line of the said Assanpink creek to a point where Chambers street bridge crosses the said creek; thence southerly along Chambers street to Jefferson street; thence northeasterly along Jefferson street to Olden avenue; thence northerly along Olden avenue to Hamilton avenue; thence easterly along Hamilton avenue to a point opposite the eastern line of the East State Street and Greenwood Avenue Land Association; thence northerly along said easterly line of the East

State Street and Greenwood Avenue Land Association on a straight course to the Assanpink creek, aforesaid, and the place of beginning.

GEO. W. PRICE,
THOMAS HUMPHREYS,
NAHOR B. YARD,
P. J. LAWTON,
and others, *Petitioners.*

STATE OF NEW JERSEY, *ss.*

George W. Price, being duly sworn according to law, on his oath deposeth and saith that he resides within the limits of the borough commission of Wilbur and that he is acquainted with the handwriting of the petitioners who have signed the above petition and that to the best of his knowledge and belief the same are the genuine signatures of the persons they purport to be; and this deponent further says that said petitioners are all owners of taxable real estate within the limits of the borough commission of Wilbur aforesaid and that they together own at least one-tenth in value of all such real estate within the said limits as the same appears upon the assessor's duplicate of the township of Hamilton whereon the assessed value of said real estate appears. And this deponent further says that upon the assessor's duplicate the taxable real estate in said borough commission of Wilbur is assessed at a sum not exceeding and about five hundred thousand dollars and that upon the petition above is represented property holders, whose assessed valuation is at least one hundred and twenty thousand dollars. And this deponent further says that the area of said borough commission is not more than two square miles, that there is at least one hundred thousand dollars of taxable real estate within said limits, that at least two hundred persons reside therein the year around and that it at present is under the form of government known as a borough commission.

GEORGE W. PRICE.

Sworn and subscribed before me
this 8th day of April, A. D. 1892.

W. HOLT APGAR,
M. C. C. of N. J.

State of New Jersey, } ss.
Mercer County. }

Robert S. Chevrier, being duly sworn, says that he is a clerk in the employ of the State Gazette, a newspaper printed and published in the city of Trenton, in the county and state aforesaid, and that an advertisement, of which the annexed is a true copy, was published in the daily issue of said newspaper twice, once on the twenty-fifth day of March and one on the first day of April, A. D. 1892.

Robert S. Chevrier.

Sworn and subscribed before me
this 8th day of April, A. D. 1892.
W. Holt Apgar,
M. C. C. of N. J.

To Whom It May Concern. Take notice that on the eighth day of April next, at the court house, in the city of Trenton, county of Mercer and State of New Jersey, at ten o'clock in the forenoon, or as soon thereafter as can be heard, a petition will be presented to the Hon. Robert S. Woodruff, law judge of the Court of Common Pleas in and for said county, requesting him to call a special election for the purpose of changing the borough commission of Wilbur into a borough, to be known as the borough of Wilbur, agreeably to the provisions of an act entitled "An act for the formation and government of boroughs," approved April 2d, 1891; the boundaries of which proposed borough are as follows: Beginning in the middle of the Assanpink creek at a point where the eastern line of the East State Street and Greenwood Avenue Land Association, if continued, would intersect the said creek, and running thence westerly along the line of the said Assanpink creek to a point where Chambers street bridge crosses the said creek; thence southerly along Chambers street to Jefferson street; thence northeasterly along Jefferson street to Olden avenue; thence northerly along Olden avenue to Hamilton avenue; thence easterly along Hamilton avenue to a point opposite the eastern line of the East State Street and Greenwood Avenue Land Association; thence northerly along said easterly line of the East State

Street and Greenwood Land Association on a straight course to the Assanpink creek, aforesaid, and the place of beginning.

GEO. W. PRICE,
THOMAS HUMPHREYS,
NAHOR B. YARD,
P. J. LAWTON,
AND OTHERS,
Petitioners.

NOTICE OF SPECIAL ELECTION.

Notice is hereby given to the electors of the borough commission of Wilbur, that a special election will be held at the William G. Cook school house near East State street on Tuesday, the tenth day of May, A. D. 1892, commencing at six o'clock in the forenoon and closing at seven o'clock in the evening; the object of which election is to vote for or against the accepting of the provisions of an act entitled "An act for the formation and government of boroughs," approved April 2d, 1891, thereby changing the form of government of said municipality from that of a borough commission to that of a borough, agreeably to the provisions of said act.

The boundaries of the said borough commission, and of the proposed borough, are as follows: Beginning in the middle of the Assanpink creek at a point where the eastern line of the East State Street and Greenwood Avenue Land Association, if continued, would intersect the said creek, and running thence westerly along the line of the said Assanpink creek to a point where Chambers street bridge crosses the said creek; thence southerly along Chambers street to Jefferson street; thence northeasterly along Jefferson street to Olden avenue; thence northerly along Olden avenue to Hamilton avenue; thence easterly along Hamilton avenue to a point opposite the eastern line of the East State Street and Greenwood Avenue Land Association; thence northerly along said easterly line of the East State Street and Greenwood Avenue Land Association on a straight course to the Assanpink creek aforesaid, and the place of beginning.

April 29th, A. D. 1892.

R. S. WOODRUFF,
Law Judge of the Court of Common Pleas of Mercer County.

STATE OF NEW JERSEY, }
MERCER COUNTY. } ss.

Robert S. Chevrier, being duly sworn, says that he is a clerk in the employ of the State Gazette, a newspaper printed and published in the city of Trenton, in the county and state aforesaid, and that an advertisement of which the annexed is a true copy, was published in the daily issue of said newspaper on April 30th and May 4th, 1892.

ROBERT S. CHEVRIER.

Sworn and subscribed before me,
this 14th day of May, A. D. 1892.
WM. T. FURMAN,
Notary Public. (Seal)

NOTICE OF SPECIAL ELECTION.

Notice is hereby given to the electors of the borough commission of Wilbur that a special election will be held at the William G. Cook School House, near East State street, on Tuesday, the 10th day of May, A. D. 1892, commencing at six o'clock in the forenoon and closing at seven o'clock in the evening; the object of which election is to vote for or against the accepting of the provisions of an act entitled "An act for the formation and government of boroughs," approved April 2d, 1891, thereby changing the form of government of said municipality from that of a borough commission to that of a borough, agreeably to the provisions of said act.

The boundaries of the said borough commission and of the proposed borough are as follows: Beginning in the middle of the Assanpink creek at a point where the eastern line of the East State Street and Greenwood Avenue Land Association, if continued, would intersect the said creek, and running thence westerly along the line of the said Assanpink creek to a point where Chambers street bridge crosses the said creek; thence southerly along Chambers street to Jefferson street; thence northeasterly along Jefferson street to Olden avenue; thence northerly along Olden avenue to Hamilton avenue; thence easterly along Hamilton avenue to a point opposite the eastern line of the East State Street and Greenwood Avenue Land Association; thence north-

erly along said easterly line of East State Street and Greenwood Avenue Land Association on a straight course to the Assanpink creek aforesaid, and the place of beginning.

April 29th, A. D. 1892.

R. S. WOODRUFF,
Law Judge of the Court of Common Pleas of Mercer County.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

Charles H. Pullen, of full age, being duly sworn, deposeth and saith that he did, on the thirtieth day of April, A. D. 1892, set up in five of the most public places within the boundaries of the proposed borough of Wilbur the notice of special election, a copy of which is hereto attached, which said day of election was ten days and more after the aforesaid date of setting up said notices. And this deponent further says that there is no newspaper published within the limits of the said proposed borough.

CHARLES H. PULLEN.

Sworn and subscribed before me, this fourteenth day of May, A. D. 1892.

W. HOLT APGAR,
Notary Public of N. J.

NOTICE OF SPECIAL ELECTION.

Notice is hereby given to the electors of the borough commission of Wilbur that a special election will be held at the William G. Cook school house, near East State street on Tuesday, the tenth day of May, A. D. 1892, commencing at six o'clock in the forenoon and closing at seven o'clock in the evening; the object of which election is to vote for or against the accepting of the provisions of an act entitled "An act for the formation and government of boroughs," approved April 2d, 1891, thereby changing the form of government of said municipality from that of a borough commission to that of a borough, agreeably to the provisions of said act.

The boundaries of the said borough commission and of the proposed borough are as follows: Beginning in the middle of the Assanpink creek at a point where the eastern line of the East State Street and Greenwood Avenue Land Association, if continued, would intersect the said creek, and running thence westerly along the line of said Assanpink creek to a point where Chambers street bridge crosses the said creek; thence southerly along Chambers street to Jefferson street; thence northeasterly along Jefferson street to Olden avenue; thence northerly along Olden avenue to Hamilton avenue; thence easterly along Hamilton avenue to a point opposite the eastern line of the East State Street and Greenwood Avenue Land Association; thence northerly along said easterly line of the East State Street and Greenwood Avenue Land Association on a straight course to the Assanpink creek, aforesaid, and the place of beginning.

April 29th, A. D. 1892.

R. S. WOODRUFF,
Law Judge of the Court of Common Pleas of Mercer County.

CERTIFICATE OF APPOINTMENT OF CLERK AND INSPECTORS.

I, R. S. Woodruff, law judge of the Court of the Common Pleas of Mercer County, do hereby appoint the following persons, who are freeholders and legal voters in the proposed borough mentioned in the notice of election by me given and hereto annexed, to be clerk and inspectors of the said election by me called, and to be held at the William G. Cook school house on East State street in said borough commission of Wilbur, on Tuesday the tenth day of May, A. D. 1892, to wit:

Clerk, JOHN BRADSHAW.
Inspectors, MELVIN SALLIE,
NAHOR B. YARD.

Witness my hand this 6th day of May, A. D. 1892.

R. S. WOODRUFF,
Law Judge of the Court of Common Pleas of Mercer County.

NOTICE OF SPECIAL ELECTION.

Notice is hereby given to the electors of the borough commission of Wilbur that a special election will be held at the William G. Cook school house, near East State street on Tuesday, the tenth day of May, A. D. 1892.

Commencing at six o'clock in the forenoon and closing at seven o'clock in the evening; the object of which election is to vote for or against the accepting of the provision of an act entitled "An act for the formation and government of boroughs," approved April 2d, 1891, thereby changing the form of government of said municipality from that of a borough commission to that of a borough, agreeably to the provisions of said act.

The boundaries of the said borough commission and of the proposed borough are as follows: Beginning in the middle of the Assanpink creek at a point where the eastern line of the East State Street and Greenwood Avenue Land Association, if continued, would intersect the said creek, and running thence westerly along the line of the said Assanpink creek to a point where Chambers street bridge crosses the said creek; thence southerly along Chambers street to Jefferson street; thence northeasterly along Jefferson street to Olden avenue; thence northerly along Olden avenue to Hamilton avenue; thence easterly along Hamilton avenue to a point opposite the eastern line of the East State Street and Greenwood Avenue Land Association; thence northerly along said easterly line of the East State Street and Greenwood Avenue Land Association on a straight course to the Assanpink creek, aforesaid, and the place of beginning.

R. S. WOODRUFF,
Law Judge of the Court of Common Pleas of Mercer County.

April 29th, A. D. 1892.

To the Clerk of the County of Mercer:

We, John T. Bradshaw, clerk, and Melville Sallie and Nahor B. Yard, inspectors, of a special election held at the William G. Cook school house near East State street in the township of Hamilton, county of Mercer and State of New Jersey, on the tenth

day of May, A. D. 1892, called by Robert S. Woodruff, law judge of the Court of Common Pleas of the county of Mercer, and held by virtue of the provisions of an act of the Legislature of this state, entitled "An act for the formation and government of boroughs," approved April 2d, 1891, as by the petition of the owners of real estate, and the call for said election, and the proofs of publication thereof, hereunto annexed, will more fully appear, do hereby certify that the following is a true statement of the result of said election: The whole number of votes on the poll list is 143. The whole number of ballots cast containing the words "For incorporation into a borough" is 134. The whole number of ballots cast containing the words "Against incorporation into a borough" is 9.

In witness whereof we have hereto set our hands the tenth day of May, A. D. 1892.

NAHOR B. YARD,
MELVIN SALLIE,
Inspectors of Election.

JOHN BRADSHAW,
Clerk of Election.

STATE OF NEW JERSEY, } *ss.*
COUNTY OF MERCER. }

I, George R. Robbins, clerk of the county of Mercer, and also clerk of the Circuit Court and Court of Common Pleas, holden therein, do hereby certify that the foregoing is a true and correct copy of a certain certificate of the borough of Wilbur as the same remains on file in my office, being filed May 17th, 1892.

In testimony whereof, I have hereunto set my hand and affixed my seal of office, at Trenton, this third day of September, A. D. 1915.

[L. S.]

GEO. R. ROBBINS,
Clerk.

STATE OF NEW JERSEY, }
MERCER COUNTY. } *ss.*

Albert G. Howell, being duly sworn according to law, on his oath deposes and says that he is the assistant city clerk of the municipal corporation, the Inhabitants of the City of Trenton, more commonly referred to and known as the "City of Trenton;" that during the period the city clerk was on his vacation this deponent acted under the title of acting city clerk; that as acting city clerk this deponent certified to the acceptance of ordinances passed by the common council of the city of Trenton; that the foregoing are the acceptances so certified by this deponent; that the city clerk is the custodian of the ordinances and the books of ordinances of the city of Trenton; that the foregoing ordinances are true and correct copies taken from the volume of ordinances printed and published by the authority of the common council and of the officials of the city of Trenton in pursuance of the twenty-seventh section of article 36 of the charter of the city of Trenton.

ALBERT G. HOWELL.

Sworn and subscribed before me
this 3d day of September, A. D. 1915.

WALTER D. COUGLE,
M. C. C. of N. J.

NEW JERSEY COURT OF ERRORS AND APPEALS.

TRENTON & MERCER COUNTY TRACTION CORPORATION, *Prosecutor-Appellant*, vs. RALPH W. E. DONGES, JOHN J. TREACY and JOHN W. SLOCUM, constituting the Board of Public Utility Commissioners of the State of New Jersey, and the inhabitants of the City of Trenton, *Defendants.*	ON APPEAL.

BRIEF FOR APPELLANT.

This is an appeal from the decision rendered by the Supreme Court of New Jersey, affirming two orders made by the Board of Public Utility Commissioners and directed to the Trenton and Mercer County Traction Corporation which were brought by certiorari before the Supreme Court for review.

The first of said orders is dated August 17, 1915, and suspended what the board alleged to be a proposed increase in the existing rate of fare by the

proposed discontinuance of the sale by the prosecutor of six tickets for twenty-five cents, each of which tickets was equivalent to one fare of five cents.

The second order, dated January 16, 1916, made after a hearing before the board, ordered the prosecutor not to put into effect the proposed withdrawal of the sale of six tickets for twenty-five cents upon the lines of street railway operated by it in the city of Trenton.

HISTORY OF THE CASE.

The appellant is the Trenton and Mercer County Traction Corporation (hereinafter called the Traction Corporation) which leased under three separate leases dated October 15th, 1910, the property, rights and franchises of the Trenton Street Railway Company, the Mercer County Traction Company and The Trenton, Hamilton and Ewing Traction Company. The three lessor companies owned the local street railway system of Trenton. The Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company were incorporated under the Traction Act of March 14th, 1893. The Trenton Street Railway Company was a corporation formed by the merger and consolidation of the following companies:

(1) Trenton Passenger Railway Company, Consolidated.

(2) Pennington Avenue Passenger Railway Company.

(3) Mulberry Street Railway Company.

(4) Ewing Passenger Railway Company.

The Trenton Passenger Railway Company, Con-

solidated, had been formed by the merger and consolidation of the following four companies:

(1) Trenton Horse Railroad Co., Inc. March 9, 1859.

(2) City Railway Co., Inc. Sept. 6, 1875.

(3) Hamilton Township St. R. Co., Inc. Sept. 12, 1890.

(4) South Clinton Ave. and Broad St. R. Co., Inc. Oct. 28, 1890.

The special charter of 1859 to The Trenton Horse Railroad Company contained the provision that a reasonable fare could be demanded and received, provided that not more than five cents should be demanded or received for carrying any person from any one point to another. By a supplement to this act the rate was afterward made six cents.

On February 12, 1894, the city of Trenton by its Board of Public Works authorized the said Trenton Passenger Railway Company, Consolidated, to electrify its system under authority given to the city to grant such a franchise by the act of the legislature of New Jersey, approved March 11, 1893 (*Pamphlet Laws of New Jersey* 1893, p. 241).

This ordinance contained the following provisions:

> "No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers for any distance within the limits of the city of Trenton than five cents for each passenger over five years of age, and no sum shall be charged or received as fare or toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section."

The ordinance further provided that before the rights granted thereunder could be exercised the company must execute a contract with the city to abide by and perform the matters and things contained in the ordinance. This contract was executed.

The ordinances of the city of Trenton granting franchises to the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company for the lines of railway constructed by them in the city of Trenton contained the same provision as to the fare to be received. Similar contracts were made with the city of Trenton upon the granting of these ordinances.

Upon the faith of these ordinances and contracts large sums of money were raised and expended in building the present system of electric railways in the city of Trenton.

Upwards of twenty years ago the Trenton Passenger Railway Company, Consolidated, offered to sell to such persons as requested them six tickets for twenty-five cents, each ticket good for one fare. This was continued by that company and its successor, the Trenton Street Railway Company, until September 15th, 1909.

On September 13, 1909, the Trenton Street Railway Company announced that on September 15th, at 6 P. M. it would withdraw the sale of six tickets for twenty-five cents. This announcement caused Mayor Madden of Trenton to write a letter to Mr. Rigg, president of the Trenton Street Railway Co. (record page 481), dated September 14th, 1909. Mr. Rigg replied under date of September 15th, 1909, and on September 16th, 1909, Mayor Madden wrote again to Mr. Rigg (record pages 482-484). The letters of Mayor Madden requested the withdrawal of the order, and in the last letter stated he had communi-

cated with the common council of the city and had written a letter to the city counsel asking him to examine the ordinances under which the company operated to determine whether the sale of tickets could not be restored by legal proceedings if such proceedings were necessary. Mayor Madden also wrote two messages to the common council of the city of Trenton on the subject, dated September 15th, 1909, and September 17th, 1909, (record pages 520-525). In the second message Mayor Madden called the attention of the council to the fact that the City Railway Company, one of the original companies, had been incorporated under the Steam Railroad Act, and that, in his judgment, that company never had the right to operate a street railway, and that an appeal to the courts would compel the Trenton Street Railway Company to remove its tracks (record page 525). While Mayor Madden was writing messages to the common council, the president of the common council together with Messrs. Swartz and Mayers had had an interview with the directors of the company, Messrs. Rigg, Roebling and Moore, and the general counsel of the company, Mr. George W. MacPherson (record page 524). At this interview, Mr. Swartz urged that the company restore the sale of the tickets, and referred to the fact that the right of the company to maintain its tracks on Broad Street had been questioned by eminent counsel, and that, if the tickets were not restored, the whole matter would be made a political issue at the next campaign. As a result of the interview just mentioned, the sale of the tickets was restored on or about the 18th day of September. This announcement was communicated to the president of common council by Mr. Rigg in a letter (record page 517). On September 21st, the common council of the city of Trenton passed the following resolution:

Whereas, In and by the several ordinances of this city granting the Trenton Horse Railroad Company, the City Railway Company, the Trenton Passenger Railway Company, Consolidated, the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company, the Mercer County Traction Company, and the Trenton, Hamilton and Ewing Traction Company the right to construct and operate street railway lines in and upon the public streets of the city of Trenton, the right was reserved to alter or amend such ordinances, at any future time whenever in the judgment of the common council it should become necessary for the public good so to do; and,

Whereas, In and by the ordinances aforesaid, or some of them, it is provided that no such alterations or amendments shall be made without giving to the railway company affected thereby one month's written notice of such proposed alterations or amendments; and,

Whereas, In the judgment of the common council of the city of Trenton, it is necessary for the public good that each and every of the ordinances aforesaid should be altered or amended so as to provide for the uninterrupted sale by said railway companies, or by their respective successors, of tickets at the rate of six tickets for twenty-five cents, good and valid over any or all of the lines of the company now operating the same within the corporate limits of the city of Trenton, or that, in lieu of such alterations or amendments, a new ordinance should be passed requiring the sale of such tickets by said Trenton Street Railway Company upon the

terms aforesaid: provided, the said Trenton Street Railway Company, by its proper officers, shall first waive, in writing, one month's notice thereof, and signify its willingness to enter into a written contract or agreement with the inhabitants of the city of Trenton, accepting the terms of such proposed new ordinance and agreeing to comply with the requirements thereof; therefore, be it

"Resolved, That John D. Howell, Clinton J. Swartz, and William Mayers, Charles H. Reichert, Peter Backes, be and they hereby are, constituted a committee to forthwith confer with the proper officers of the Trenton Street Railway Company relative to the matter aforesaid, and in the event of failure of said Trenton Street Railway Company within ten days from the date hereof to give such written waiver and to signify its willingness to enter into a written agreement in manner aforesaid; be it further:

"Resolved, That the city clerk be and he is hereby directed to forthwith give one month's written notice to the said the Trenton Street Railway Company, that it is the intention of the common council of the city of Trenton to alter and amend each and every of the ordinances aforesaid in the manner aforesaid; and be it further:

"Resolved, That in the event of the waiver of such notice and the agreement by said company to accept the terms of such proposed new ordinance, that the city counsel be and he hereby is directed to prepare a draft of such proposed new ordinance for introduction at the meeting of this body to be held next thereafter."

On October 5th, 1909, the following resolution passed by the directors of the Trenton Street Railway Company on October 4th, 1909, was submitted to the common council of the city of Trenton:

> "Whereas, In and by the several ordinances of the city of Trenton, granting the Trenton Horse Railroad Company, the City Railway Company, the Trenton Street Passenger Railway Company, Consolidated, the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company, the Mercer County Traction Company, and the Trenton, Hamilton & Ewing Traction Company, the right to construct and operate street railway lines in and upon the public streets of the city of Trenton, the right was reserved to alter such ordinances at any future time, whenever in the judgment of the common council it should be necessary for the public good so to do; and
>
> "Whereas, In and by the ordinances aforesaid, or some of them, it is provided that no such alterations or amendments shall be made without giving to the railway company affected thereby one month's written notice of such proposed alterations or amendments; and
>
> "Whereas, By a resolution of the common council of the city of Trenton, adopted at a meeting held on the 21st day of September, A. D., 1909, it appears that the said common council is desirous of amending the several ordinances aforesaid, or of passing a new ordinance providing for the uninterrupted sale of tickets on cars operated and to be operated by this company in said city at the rate of six tickets for twenty-five cents, which shall be good and valid

over any and all of the lines operated by the company in said city; and

"Whereas, The amendment of the several ordinances aforesaid would involve greater delay, and entail a larger expense on said municipality than would be necessitated by the passage of said proposed new ordinance; and

"Whereas, The city counsel of the city of Trenton, on behalf of said city, has submitted to this company a draft of said proposed new ordinance, and of a written form of agreement to be executed by this company (copies of which said proposed new ordinance and agreement are hereunto attached), and this board having fully considered the premises, and being willing to aid in the more speedy passage of said proposed new ordinance; therefore, be it

"Resolved, That this company do, and it hereby does waive any and all right to which it may be entitled, whether by virtue of the ordinances aforesaid, or otherwise however, to receive from said city any notice or notices relating to the introduction or passage of the ordinances aforesaid, and that the proper officers of this company be and they hereby are authorized and directed to forthwith transmit to the proper authorities of said city a duly authenticated copy of this resolution; and be it further

"Resolved, That immediately after the passage of said ordinance by the common council of said city, and its approval by the mayor thereof, in the form or substantially in the form embodied in the copy hereunto annexed, that the proper officers of this company be and they hereby are authorized and directed to execute said agreement on behalf of this company, in manner

and form substantially similar to the draft of said proposed agreement hereunto annexed.

TRENTON STREET RAILWAY COMPANY,
[L. S.] by (Signed) W. A. ROSEN,
Vice-President.

Attest:
(Signed) T. W. GROOKETT, JR.,
Secretary.

The form of agreement referred to in the resolutions was as follows:

"This agreement, made this day of in the year of our Lord one thousand nine hundred and nine, between the Trenton Street Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part, and 'The inhabitants of the city of Trenton a municipal corporation of the county and state aforesaid,' party of the second part;

"Whereas, The said party of the first part is engaged in operating sundry lines of street railway lying wholly or partially within the limits of the city of Trenton aforesaid; which said lines of railway were constructed under and by virtue of the provisions of the several ordinances of said city granting to the Trenton Horse Railroad Company, the City Railway Company, the Trenton Passenger Railway Company, Consolidated, the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company (party of the first part hereto), the Mercer County Traction Company, and the Trenton, Hamilton & Ewing Traction, the right to construct and operate lines of street railway in,

upon and through the several streets, avenues and highways of said city in said ordinances respectively mentioned and described; and

"Whereas, The said party of the first part, by lease, merger, consolidation or otherwise, has acquired control of, and is now actually engaged in operating, each and every line of street railway heretofore constructed by each of the companies aforesaid pursuant to the grant and authority contained in the several and respective ordinances above referred to; and

"Whereas, In and by the said several ordinances it is provided that no greater fare shall be charged or received by said companies, respectively, as fare or toll for the carrying of passengers, and five cents for each passenger over five years of age, and that no sum shall be charged or received as fare or toll for the carrying of children under five years of age; and

"Whereas, In and by the several ordinances aforesaid, or some of them, the right was reserved by the said party of the second part to alter or amend said ordinances, at any future time, whenever, in the judgment of the common council of said city, it should become or be necessary for the public good so to do; and

"Whereas, In and by the several ordinances aforesaid, or some or one of them, it was further provided, that no such alterations or amendments should be made without giving to the company or companies thereby affected, one month's written notice of such proposed alterations or amendments; and

"Whereas, At a meeting of the common council of the city of Trenton, held on the twenty-first day of September, in the year of our Lord,

one thousand nine hundred and nine, a resolution was introduced and regularly adopted reciting (among other things) that in the judgment of the common council of the city of Trenton, it is necessary for the public good that each and every of the ordinances aforesaid should be altered or amended so as to provide for the uninterrupted sale of said railway companies, or their respective successors, of tickets, at the rate of six tickets for twenty-five cents, good and valid over any or all of the lines of the company now operating the same within the corporate limits of the city of Trenton, or that, in lieu of such alterations or amendments, a new ordinance should be passed requiring the sale of such tickets by the said party of the first part hereto upon the terms aforesaid; provided, the said party of the first part, by its proper officers, should first waive, in writing, one month's notice thereof, and should signify its willingness to enter into a written contract or agreement with the said party of the second part, accepting the terms of such proposed new ordinance, and agreeing to comply with the requirements thereof; and

"Whereas, At a meeting of the board of directors of said party of the first part, duly convened and held on the day of in the year of our Lord, one thousand nine hundred and nine, it was

"Resolved, That this company do, and it hereby does, waive any and all right to which it may be entitled, whether by virtue of the ordinances aforesaid, or otherwise, however, to receive from said city any notice or notices relating to the introduction or passage of the ordinance

aforesaid and that the proper officers of this company be and they hereby are authorized and directed to forthwith transmit to the proper authorities of said city a duly authenticated copy of this resolution, and be it further

" 'Resolved, That immediately after the passage of said ordinance by the common council of said city, and its approval by the mayor thereof, in the form, or substantially in the form, embodied in the copy hereunto annexed, that the proper officers of the company be and they hereby are authorized and directed to execute said agreement on behalf of this company, in manner and form substantially similar to the draft of said proposed agreement hereunto annexed;' and

"Whereas, In pursuance of said waiver, an ordinance entitled 'An ordinance to provide for the sale of tickets by the Trenton Street Railway Company' has been duly passed by the common council of the city of Trenton, and was duly approved by the mayor of said city on the

day of instant;

"Now, therefore, this agreement witnesseth, that the said party of the first part, for and in consideration of the premises aforesaid, and of the sum of one dollar, lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, for itself, its successors and assigns, hereby covenants, promises and agrees to and with the said party of the second part and its successors that it shall and will, at all times hereafter, comply with all and singular the re-

quirements of the ordinance above entitled, and shall not nor will, in any manner whatsoever, attack the validity thereof, or call into question the regularity or legality of the proceedings attending the passage thereof.

"In witness whereof, the said party of the first part hath hereunto caused its corporate seal to be hereunto affixed, duly attested by the signature of its secretary, and hath caused this agreement to be signed by its president, the day and year first above written."

On October 22nd, 1909, the following ordinance was approved:

"An ordinance to provide for the sale of tickets by the Trenton Street Railway Company.

"The Inhabitants of the City of Trenton do ordain:

"Section 1. That from and after the passage of this ordinance the Trenton Street Railway Company be and it hereby is required to sell at all times upon all of the cars operated by said company, in the city of Trenton, tickets, at the rate of six tickets for twenty-five cents, which shall be good and valid (in lieu of the fare or toll which said company, by the several ordinances of this city, was heretofore authorized to charge or collect for the carrying of passengers) over any and all of the lines of the street railway operated by said company within the corporate limits of said city.

"Section 2. That no toll or fare shall be charged or received by the said company for the carrying of children under the age of five years, but that all children within the age aforesaid shall and may ride free of toll as heretofore.

"Section 3. That the mayor of this city be and he hereby is authorized and empowered to revoke the license of any car operated by the said company upon which the requirements and provisions of this ordinance are willfully violated or disregarded.

"Section 4. That all ordinances and parts of ordinances inconsistent with the terms of this ordinance be and they hereby are repealed, and that this ordinance shall take effect immediately.

"Passed October 19, 1909.

"Approved October 22, 1909."

The Trenton Street Railway Company never executed the agreement, and its board of directors subsequently passed the following resolution:

"Whereas, At a special meeting of the board of directors of this company (Trenton Street Railway Company), held on October 4th, 1909, the following resolution was adopted:

" 'Whereas, In and by the several ordinances of the city of Trenton, granting the Trenton Horse Railroad Company, the City Railway Company, the Trenton Street Passenger Railway Company (Consolidated), the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company the right to construct and operate street railway lines in and upon the public streets of the city of Trenton, the right was reserved to alter such ordinances at any future time whenever in the judgment of the common council it should become necessary for the public good so to do; and

"Whereas, In and by the ordinances aforesaid, or some of them, it is provided that no such alteration or amendments shall be made without giving the railway company affected thereby one month's written notice of such proposed alterations or amendments; and

"Whereas, By a resolution of the common council of the city of Trenton, adopted at a meeting held on the twenty-first day of September, A. D. 1909, it appears that the said common council is desirous of amending the several ordinances aforesaid, or of passing a new ordinance providing for the uninterrupted sale of tickets on the cars operated and to be operated by this company in said city at the rate of six tickets for twenty-five cents, which shall be good and valid over any and all of the lines operated by the company in said city; and

"Whereas, The amendment of the several ordinances aforesaid would involve greater delay, and entail a larger expense on said municipality than would be necessitated by the passage of said proposed new ordinance; and

"Whereas, The city counsel of the city of Trenton, on behalf of said city, has submitted to this company a draft of said proposed new ordinance, and of a written form of agreement to be executed by this company (copies of which said proposed new ordinance and agreement are hereunto attached), and this board having fully considered the premises, and being willing to aid in the more speedy passage of said proposed new ordinance; therefore, be it

"Resolved, That this company do, and it hereby does, waive any and all right to which it may be entitled, whether by virtue of the or-

dinances aforesaid, or otherwise however, to receive from said city any notice or notices relating to the introduction or passage of the ordinance aforesaid, and that the proper officers of this company be, and they hereby are, authorized and directed to forthwith transmit to the proper authorities of said city a duly authenticated copy of this resolution; and be it further

"Resolved, That immediately after the passage of said ordinance by the common council of said city, and its approval by the mayor thereof, in the form, or substantially in the form, embodied in the copy hereunto annexed, that the proper officers of this company be, and they hereby are, authorized and directed to execute said agreement on behalf of this company, in manner and form substantially similar to the draft of said proposed agreement hereunto annexed; and

"Whereas, Said resolution was presented to the board of directors of this company by the city of Trenton and passed in the form presented at said meeting of the board under the belief that said resolution properly and correctly referred to the provisions of the ordinances therein mentioned, relative to the alteration of the terms of said ordinances, and that the right to alter said ordinances at any future time, whenever in the judgment of the common council of the city of Trenton it should become necessary so to do, was reserved in all of said ordinances; and

"Whereas, After the passage of the resolution an examination of said ordinances disclosed that the following ordinances did not reserve the right to alter the same.

"Ordinance, City of Trenton to the Trenton Passenger Railway Company (Consolidated); approved February 12, 1894.

"Ordinance, City of Trenton to Mulberry Street Railway Company; approved October 23, 1897.

"Ordinance, City of Trenton to Pennington Avenue Passenger Railway Company; approved December 22, 1897.

"Ordinance, City of Trenton to Trenton Street Railway Company; approved February 10, 1899.

"Ordinance, City of Trenton to Trenton Street Railway Company; approved February 10, 1899.

"Ordinance, Ewing Township to the Ewing Passenger Railway Company; passed March 28, 1898.

"Ordinance, City of Trenton to Trenton Street Railway Company; passed over the Mayor's veto December 5, 1905.

"Ordinance, City of Trenton to Mercer County Traction Company; approved October 11, 1901.

"Ordinance, City of Trenton to Mercer County Traction Company; approved October 11, 1901.

"Ordinance, City of Trenton to Mercer County Traction Company; approved January 13, 1902.

"Ordinance, City of Trenton to Mercer County Traction Company; passed June 27, 1904; and

"Whereas, the agreement referred to in said resolution has never been executed by this company, by reason of the discovery of the misstate-

ment in the recitals of said resolution which prompted the passage thereof, now, therefore, be it

"Resolved, That for the reasons aforesaid the said resolution passed at the said meeting of the board of directors of this company on October 4th, 1909, be rescinded."

At the time of the passage of this ordinance the properties of the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company were leased for 999 years to The Trenton Street Railway Company. These leases were abrogated by written agreements (record pages 304, *et seq.*) executed at the time of the execution of the leases to the appellant, the Traction Corporation. The sale of tickets was continued by the appellant.

On August 13, 1915, notice was given to the city of Trenton and the public that the sale of tickets would be withdrawn on August 20, 1915. The Traction Corporation on August 13, 1915, wrote a letter to the Board of Public Utility Commissioners (record, volume 3, p. 308), stating that under the charter and ordinances of the companies owning the lines of street railway the rate of fare was agreed to be five cents; that the privilege of purchasing six tickets for twenty-five cents had been extended to patrons; that the company, owing to decreased revenue and increased expenses, was obliged to withdraw this privilege; that the withdrawal might be contested by the city of Trenton by reason of the passage of the October 22nd, 1909, ordinance; that if contested, resort to the courts would be taken.

On August 17, 1915, counsel for the city of Trenton appeared before the Board of Public Utility Commissioners, without notice to the complainants

or an opportunity being afforded them to be heard, and without having jurisdiction of the case, as the appellant contends, that board made an order suspending until November 16, 1915, what the board held to be an increase in the rate of fare, or, in other words, compelling the Trenton and Mercer County Traction Corporation to continue the sale of tickets.

The appellants and its lessor companies then filed their bill in the United States District Court to enjoin the Board of Public Utility Commissioners from continuing in force the order of August 17, 1915, from conducting a hearing and from taking jurisdiction of the matter, and the city of Trenton and its mayor from enforcing the city ordinance of October 22, 1909.

The District Court denied the writ of preliminary injunction. Its decision was that the complainants, in the matter of the making of said order of August 17, 1915, were not entitled to notice or an opportunity to be heard under the public utility act of New Jersey, and that it was not necessary for the District Court to consider whether the complainants had the contracts they claimed because the District Court through comity would not attempt to adjudicate questions already before the New Jersey board, where the jurisdiction of that board had been invoked, before that board had had an opportunity to pass upon them. This decision resulted in the matter being heard before its Board of Public Utility Commissioners which made its final order January 11, 1916.

The position taken by the counsel for the Board of Public Utility Commissioners before the District Court of the United States was as follows:

I. The power to fix and regulate the rates charged in the conduct of a business "affected with a public interest" is an undoubted power of government, continuing in its nature.

II. That this power of government is not lost by non-user.

III. The state may directly, or through one of its municipal corporations authorized thereto, establish by an inviolable contract the rates to be charged in the conduct of a business "affected with a public interest."

The power of the state to establish such rates by an inviolable contract is subject to a limitation. The contract must be confined to "a definite term, not grossly unreasonable in point of time."

IV. When the state has established by an inviolable contract the rates to be charged during a "definite term, not grossly unreasonable in point of time," the effect of the contract is to suspend during the life thereof the governmental power to fix and regulate rates.

V. The state did not by statutes referred to in the bill of complaint, which in general terms grant authority to fix fares, renounce its governmental power to fix and regulate rates.

VI. The fixing by the statutes and ordinances referred to in the bill of complaint a maximum rate of fare which should not be exceeded, did not operate to create an inviolable contract as to rates, precluding the subsequent exercise by the state of the power to fix and regulate rates, and the establishing,

through such power, of a rate less than the maximum fixed by such statutes and ordinances, if such lesser rate is just and reasonable.

VII. The legislature of the state of New Jersey has not conferred upon the municipalities of the state, power to enter into inviolable contracts with street railway or traction companies establishing rates of fare and suspending the state's power to fix and regulate such rates.

VIII. If the municipal corporation was vested with power to engraft upon the franchises of the companies a provision limiting the rate of fare as a condition of the use of the highways for street railway purposes, the act of the municipality in imposing such limitation was that of an agency of the state in molding the corporate franchises, and is, therefore, subject to the power reserved to the state, by constitution and by statute, to amend, alter or repeal corporate charters.

The enactment of the statute creating the Board of Public Utility Commissioners and vesting in it power to fix just and reasonable rates whenever it determines existing rates to be unjust or unreasonable and temporarily, pending hearing, to suspend proposed increases in existing rates, was an exercise by the state of its reserved power to amend, alter or repeal corporate charters.

IX. That the Board of Public Utility Commissioners had the power to make the order without hearing or notice.

The city of Trenton maintained that the contracts relied upon by the Traction Corporation for a five-cent fare were invalid in view of the creation of the

Board of Public Utility Commissioners and the powers conferred upon it, and also that the ordinance of October 22nd, 1909, compelled the sale of the tickets on the cars operated by it, and that the Traction Corporation was not entitled to notice or hearing with reference to the order of August 17, 1915, of the Board of Public Utility Commissioners.

The Traction Corporation contended that it was entitled to notice and hearing under the Public Utility Act; that the charters and ordinances of its lessor companies entitled it to charge each passenger a straight fare of five cents, and that the ordinance of October 22nd, 1909, was inapplicable, and, if applicable, void, and no contract had been made by the Trenton Street Railway Company to abide by its provisions, and, if contract had been made, said contract was void.

The argument of Mr. Sommer, counsel for the Board of Public Utility Commissioners, was able and eloquent. The substance of it was that the Board of Public Utility Commissioners would give to the Traction Corporation a fare that was reasonable and just if the matter were only left to that board for final hearing. After the denial of the injunction by the United States District Court the Traction Corporation was obliged by its decision to have the questions in controversy heard by the Board of Public Utility Commissioners, but entered upon the hearing with confidence feeling that as all the street railways in the other cities of New Jersey were getting a fare of five cents for each passenger, that no sufficient reason could be advanced why under the existing conditions of increased cost of operation and diminished receipts the street railway companies of Trenton should not be placed in the same position as to revenue as the companies operating in the other municipalities of New Jersey.

The finding of the board was a rude awakening. It demonstrated that the theory upon which these boards were advocated and constituted, of an impartial tribunal giving equal and exact justice to the corporation and to capital as well as to the public, is in practice a failure.

In the instant case the board dismissed in the following words in their opinion the legal and jurisdictional questions raised:

> "The company contended that the board was without jurisdiction to inquire into the justice and reasonableness of the proposed change because the ordinances passed by the city of Trenton, under which it operates, constituted inviolable contracts by which the rate of fare for each passenger over five years of age is fixed at five cents.
>
> "We have examined the acts of incorporation and ordinances upon which this claim is based. In our judgment they do not support such claim, nor do they preclude us from the exercise of the jurisdiction conferred by the act creating this board and defining its powers."

The board also found that the company in its opinion was obtaining sufficient revenue by the sale of tickets to secure an adequate return on its capital, which it found was the amount of the investment. A writ of certiorari was allowed and the case taken to the Supreme Court for review. It was argued at the November Term, 1916. On December 1st, 1916, the Supreme Court in the case of *Atlantic Coast Electric Railway Company vs. Board of Public Utility Commissioners and Borough of Bradley Beach*, 89 N. J. Law, 407, decided that when a traction company obtains from a municipality an ordinance

granting a location of street railway tracks, and accepts the same, a regulation of the rate of fares contained therein, if lawful and reasonable, constitutes a contract between the company and the municipality which during the life of the franchise remains inviolable, and it is incompetent for the Board of Public Utility Commissioners to impose upon the company an additional burden in violation of such contract respecting fares.

This decision thus disposed of the principal question in the instant case and adversely to the decision of the Utility Commission, and the contention of its counsel, Mr. Sommer. The question as to whether it was just and reasonable that the Traction Corporation should have a straight five-cent fare was eliminated.

As the charter and ordinances granted to the predecessors of the Trenton Street Railway Company, one of the lessor companies, and to the Mercer County Traction Company, and the Trenton, Hamilton and Ewing Traction Company by the city of Trenton gave the right to exact and receive a fare of five cents, the only question left, after the above decision, for consideration by the Supreme Court was whether the ordinance passed by the city of Trenton and approved October 22nd, 1909, which required the Trenton Street Railway Company to sell six tickets for twenty-five cents upon all the cars operated by said company in the city of Trenton barred the appellant from charging a straight five cent fare. The ordinance itself of course could not make it obligatory upon the Trenton Street Railway Company to sell these tickets at the rate of six for twenty-five cents, because if a contract for a five-cent fare were valid, as held, no ordinance or action by the city

of Trenton any more than the Utility Commission could abridge this right.

Minneapolis vs. Minneapolis Street Railway Company, 215 U. S. 417;
Detroit vs. Detroit Citizens' Street Railway Company, 184 U. S. 368.

The Supreme Court held that there was a valid contract between the Trenton Street Railway and the city of Trenton to sell six tickets for twenty-five cents and "hence the Public Utility Commissioners might well conclude that such a rate was just and reasonable."

The result of this litigation and the opinion of the Supreme Court is that the appellant is still selling six tickets for twenty-five cents. The importance of this controversy to the appellant can not be magnified. The record shows that in the year ending December 31st, 1914, on the entire system there was received 3,197,012 cash fares and 14,413,498 tickets. The proportion of the total number of riders who paid by ticket, that is to say, who paid on the basis of 4 1/6 cents for a ride, was a little over 82 per cent. of the entire riding public. (Record, vol. 1, pp. 163-164.)

Within the limits of the city of Trenton for the year ending December 31st, 1914, the number who paid their fare by ticket within the first fare zone was 12,887,958. If each of these riders had paid the full fare of five cents the company would have received $107,399.65 more in gross receipts for the year ending December 31st, 1914.

This is an actual loss to the company of more than this amount annually as each year the number of riders is larger than the preceding year. The cost of labor, materials (especially coal and steel prod-

ucts), is so high that any increase in gross receipts does not suffice to meet the increases in labor, materials, and supplies. If the decision of the Supreme Court is that for all time to come six tickets for twenty-five cents must be sold by the appellant, then the appellant will be financially ruined. A street railway in a city of the size of Trenton cannot carry passengers at this rate under present conditions. Even the railways securing a straight fare of five cents are asking the commission for an advance in rate and it is a matter of common knowledge that some commissions, such as exist in the state of Massachusetts, are granting such increases and allowing street railways to collect six cents for the ride for which the passenger formerly paid five cents.

Since, as has been pointed out, the city of Trenton had no power to amend the ordinances changing the fare to be received, the case of the city of Trenton rests upon the alleged agreement of the Trenton Street Railway Company to comply with the requirements of the ordinance. The Supreme Court did not take up for consideration the question as to whether the provisions of the October 22nd, 1909, ordinance applied to the Traction Corporation. It assumed in its opinion that they did, although the appellant has always contended that they did not. This was a question not considered in the opinion below and will be first considered.

POINT I.

The ordinance of October 22nd, 1909, requiring the Trenton Street Railway Company "to sell at all times upon all of the cars operated by said company, in the city of Trenton, tickets, at the rate of six tickets for twenty-five cents," does not obligate the appellant, the Trenton and Mercer County Traction Corporation, to sell said tickets on the cars operated by it.

The first section of the October 22nd, 1909, ordinance is as follows:

> "Section 1. That from and after the passage of this ordinance the Trenton Street Railway Company be and it hereby is required to sell at all times upon all of the cars operated by said company, in the city of Trenton, tickets, at the rate of six tickets for twenty-five cents, which shall be good and valid (in lieu of the fare or toll which said company, by the several ordinances of this city, was heretofore authorized to charge or collect for the carrying of passengers) over any and all of the lines of the street railway operated by said company within the corporate limits of said city."

The language of this section is clear and unambiguous. It requires the Trenton Street Railway Company to sell at all times upon all of the cars operated by said company in the city of Trenton tickets at the rate of six tickets for twenty-five cents which shall be good and valid * * * over any and all of the lines of the street railway operated by said company within the corporate limits of the

city of Trenton. It limits the cars upon which tickets are to be sold to cars "operated by the said company." The ordinance does not seek to make it obligatory to sell tickets on all cars operated on said street railway, or upon the cars of any company which in the future might operate the railway owned by the Trenton Street Railway Company. It does not make it obligatory upon any successor in ownership or operation to sell tickets.

The city of Trenton in September and October, 1909, believed, or pretended to believe, that it had the power to amend the several ordinances of the street railway companies so as to provide for the sale of six tickets for twenty-five cents. The directors of the Trenton Street Railway acted as if they believed the city had this power, although the city did not have it. The city presented to the Trenton Street Railway Company an alternative proposition either to receive notice of the amendment of all former ordinances so as to provide for the sale by said companies or by their respective successors of tickets, or in lieu thereof a new ordinance should be passed "requiring the sale of such tickets by said Trenton Street Railway Company upon the terms aforesaid," provided it would waive notice and signify its willingness to enter into a written contract to accept the terms of said new ordinance. The Trenton Street Railway Company took the alternative of the one ordinance which was drafted for the city by the city counsel and sent to the company, and which limited the sale of tickets to the cars operated by that company. With this alternative presented and a copy of the ordinance before them the directors of the Trenton Street Railway Company passed a resolution containing the following recital:

"Whereas, In and by the several ordinances

of the city of Trenton, granting the Trenton Horse Railroad Company, the City Railway Company, the Trenton Street Passenger Railway Company (Consolidated), the Mulberry Street Railway Company, the Pennington Avenue Passenger Railway Company, the Trenton Street Railway Company, the Mercer County Traction Company, and the Trenton, Hamilton and Ewing Traction Company the right to construct and operate street railway lines in and upon the public streets of the city of Trenton, the right was reserved to alter such ordinances at any future time whenever in the judgment of the common council it should become necessary for the public good so to do; and

"Whereas, In and by the ordinances aforesaid, or some of them, it is provided that no such alterations or amendments shall be made without giving to the railway company affected thereby one month's written notice of such proposed alterations or amendments; and

"Whereas, By a resolution of the common council of the city of Trenton, adopted at a meeting held on the twenty-first day of September, A. D. 1909, it appears that the said common council is desirous of amending the several ordinances aforesaid, or of passing a new ordinance providing for the uninterrupted sale of tickets on the cars operated and to be operated by this company in said city at the rate of six tickets for twenty-five cents, which shall be good and valid over any and all of the lines operated by the company in said city; and

"Whereas, The amendment of the several ordinances aforesaid would involve greater delay, and entail a larger expense on said municipality

than would be necessitated by the passage of said proposed new ordinance; and

"Whereas, The city counsel of the city of Trenton, on behalf of said city, has submitted to this company a draft of said proposed new ordinance, and of a written form of agreement to be executed by this company (copies of which said proposed new ordinance and agreement are hereunto attached), and this board having fully considered the premises and being willing to aid in the more speedy passage of said proposed new ordinance; therefore, be it, &c."

This recital clearly shows that the sale of tickets was only agreed to upon the cars operated by the company over lines operated by the company in Trenton.

While the agreement as drafted by the city counsel provided that the Trenton Street Railway Company for itself and its successors agrees to comply with the requirements of said ordinance, yet as the requirements of the ordinance were to sell tickets on the cars operated by the Trenton Street Railway Company it seems clear that the terms of the ordinance cannot now be made to apply to cars operated by the appellant. As the appellant, the Traction Corporation, was operating the cars at the time the Board of Public Utility Commissioners made its orders, the orders could not be valid because the ticket ordinance did not cover cars operated by the appellant and the appellant could charge the rates fixed by the ordinances of its lessor companies, so long as the cars were not operated by the Trenton Street Railway Company.

In considering this question it must always be borne in mind that these resolutions, form of contract

and ordinance were prepared by the city counsel of Trenton and delivered to the Trenton Street Railway Company, and must, therefore, in the vent of any ambiguity as to their meaning be construed most strongly against the city of Trenton, as the party drafting them.

POINT II.

The Mercer County Traction Company and the Trenton, Hamilton, and Ewing Traction Company having taken no official action with reference to the ordinance of October 22, 1909, the appellant as lessee of the railways of these companies has the power to charge the rate of five cents fixed by the ordinances of these companies over the lines of said companies.

Mr. Justice Swayze in his opinion in the Supreme Court on this question said:

> "It is said, however, that the Mercer County Traction Company and the Trenton and Hamilton and Ewing Traction Company could not be affected by the ordinance because no official action was taken by either with reference to its terms. This argument overlooks the fact that both of these companies were at the time under lease to the Trenton Street Railway Company for a term of which more than 990 years were still to come. The probability of the two lessor companies being affected prejudicially by the ordinance is negligible."

Mr. Justice Swayze overlooked the fact in this part of his opinion that while it was true that on October 22nd, 1909, the Trenton Street Railway Company was the lessee of the property of the Mercer County Traction Company, and The Trenton, Hamilton and Ewing Traction Company, that on October 15, 1910, the leases of these two traction companies to the Trenton Street Railway Company were rescinded and new leases made to a new company, the Trenton and Mercer County Traction Corporation, the appellant. While it is true that while these two properties were leased to the Trenton Street Railway Company and were receiving the rentals under said leases the injury to them by the action of its lessee in agreeing to carry passengers for less than the franchise rate allowed to them was negligible, yet as a lessee could not abridge in such manner the rights of its lessors, and the lessors entered into no agreement to abridge their rights by selling tickets at the rate of six for twenty-five cents, the appellant, after the annulment of the leases to the Trenton Street Railway Company and the making of the new leases to it, had the full powers of the two traction companies which included the right to charge a straight five-cent fare. Mr. Justice Swayze entirely overlooked the cancellation of the leases to the Trenton Street Railway Company and the making of the new leases to the appellant, which greatly changes the situation.

Stone's Adm's vs. U. S. Casualty Co., 5 Vroom, 375.

POINT III.

There was no sufficient legal consideration for the agreement to the Trenton Street Railway Company.

Mr. Justice Swayze in his opinion held that there was a sufficient consideration to uphold the agreement; that the benefit to the company was in what the ordinance omitted, not in what it contained; that the situation was that the company was liable to attack and the ordinances might be altered or amended in such a way as to be very harmful or at least productive of long and expensive litigation.

The ordinance certainly was no benefit to the Trenton Street Railway Company. If the construction contended for it by the city of Trenton is upheld it reduces forever the income of the company twenty per cent. Was it a detriment to the other party, the city, the promisee? Clearly not, for the reason that the city gave up nothing. Assuming that the ordinances of the company were liable to attack as stated in the opinion, these ordinances were just as much liable to attack after the passage of the ticket ordinance and the making of the alleged agreement as before. The city did not agree not to make an attack. In fact the city has pursued a strenuous offensive against the street railway ever since. The threat that the ordinance of the City Railway Company on Broad Street was invalid because that company was formed under the steam railroad act and the tracks therefore could be removed by the city was absurd, because in 1875 when the City Railway Company was formed there was no street railway act under which to form street railways, so street railway companies were formed under the steam

railroad act. In 1896 the legislature passed an act validating these companies and their franchises. P. L. 1896, p. 357. The city after the passage of the ticket ordinance was in the possession of every right it had before the passage of the ordinance. If it had power to make drastic changes in the ordinances, as suggested by the opinion of the Supreme Court, it could make them just the same after the passage of the ticket ordinance. How can it be said that the benefit to the Trenton Street Railway Company was in what the ordinance omitted, when the city was as free to do anything it desired and could do after the passage of the ordinance as it was before?

The ordinance was one that was invalid and could have been set aside. It meant a loss to the company of over $100,000.00 a year profit, the interest on $2,000,000 at five per cent. Yet the Supreme Court suggests that the mere passage of this invalid ordinance is a sufficient consideration to uphold an agreement to abide by its terms. If this be so, then no consideration is required to uphold a contract.

POINT IV.

As the negotiations between the city of Trenton and the Trenton Street Railway Company contemplated the execution of a written agreement by the railway company and no written agreement was ever executed, there exists no agreement on the part of the railway company to abide by the provisions of the ordinance of October 22nd, 1909.

The questions considered under points I, II and III assume the existence of an agreement. The question now to be considered is whether an agree-

ment exists. It is necessary for the city of Trenton to claim that an agreement to sell six tickets for twenty-five cents does exist, for the reason that as the ordinance is illegal and void the city cannot maintain its position except on the theory of an agreement. The city passed the resolution of September 21st, 1909, falsely reciting that in the several ordinances of the city, granted to the various companies named in the resolution, the right was reserved to alter or amend such ordinances, and giving to the Trenton Street Railway Company, as one of the alternatives mentioned, the waiving of notice of amendment and the signifying of its willingness to enter into a written contract to abide by the terms of the proposed ordinance. The company, by its resolution of October 4th, 1909, directed its officers to execute the proposed agreement after the passage and approval of the ordinance. The officers did not execute the agreement. The directors rescinded the resolution. There is, therefore, no written agreement by the Trenton Street Railway Company to abide by the provisions of the ordinance as intended by the city and the railway company.

The action of the officers of the railway company in declining to execute the agreement and of its directors in rescinding its resolution directing its officers to execute the agreement was due perhaps in part to the discovery that all the ordinances did not give the right to amend and in part probably to the discovery that no amendment of the ordinance as to the rate of fare specified therein could be valid. It is perhaps true, as stated in the opinion of the Supreme Court, that the directors should have known the terms of the ordinances and whether they reserved to the city the power to amend. It is perhaps true that the directors believed at first that the

city could amend the ordinances so as to provide for the sale of tickets. It is likely that they afterwards decided that the city did not have this right, and, therefore, sought to avail themselves of the provision that the negotiations had provided for the execution of a formal written agreement which had not been executed. Can the appellant avail itself of this contention? That is, can the appellant maintain that the city and railway company did not intend that these should be a complete contract until the written agreement was executed, and that until the written agreement was executed by the officers of the railway company the railway company could rescind its resolution and decline to execute the written agreement. This question will be considered briefly because it is so interwoven with the question of consideration already considered that it ceases to be of much importance. In other words, if there was no consideration moving from the city to the railway company to support an agreement if it exists, it made little difference if no agreement existed.

The Supreme Court was referred on this subject to the cases of *Water Commissioner of Jersey City vs. Brown,* 32 N. J. Law, 504 and *Donnelly vs. Currie Hardware Company,* 66 N. J. Law, 388. The Supreme Court held these cases inapplicable and sought to distinguish them, although admitting that the fact that the parties intended a subsequent agreement to be made is strong evidence to show that they did not intend the previous negotiations to amount to an agreement. The Supreme Court held that the case of *Wharton vs. Stoutenburgh,* 35 N. J. Eq. 266, was applicable in the present case. In that case, which was one for the specific performance of an agreement to lease ore lands, the defendant had entered into possession of the lands thereby recognizing the

agreement. In the present case there was no change of position. The railway company had recommended the sale of tickets before the passage of the resolution of September 21st, 1909, by the city of Trenton. The negotiations contemplated the execution of a written agreement by the railway company. As the city of Trenton gave up nothing and did nothing except to pass an invalid ordinance, could not the railway company recede from its position and rescind its action at any time before it executed and delivered to the city the written agreement? The railway company was making the offer in fact for the sale of tickets. The sale of tickets could not be compelled by the city. A party who is voluntarily offering to do something can at any time withdraw his offer. That was the situation in the present case. The railway company was making a voluntary offer to do something it could not be compelled to do, that is, sell tickets. Until it finally executed the written agreement it could recede from its position.

POINT V.

The charters of the companies, the ordinances granted by the city of Trenton to the several companies, and acceptances of said ordinances in the form of agreements constituted contracts by which the rate of fare for each passenger over five years of age was made five cents.

The rate of fare which the appellant contends they have a right to charge for each passenger over five years of age is five cents. This right is claimed, first, under the provisions of the ordinance known

as the "electrification ordinance," approved February 12th, 1894, and which contains the following fare provision:

> "No greater sum shall be charged or received by said company as fare or toll for the carrying of passengers for any distance within the limits of the city of Trenton than five cents for each passenger over five years of age and no sum shall be charged or received as toll for the carrying of children under five years of age; the mayor is hereby empowered to revoke the license of any car which is not run in accordance with the provisions of this section."

The ordinance containing this provision was granted to the Trenton Passenger Railway Company, Consolidated, which was a company formed by the merger and consolidation of the Trenton Horse Railroad Company, the City Railway Company, the Hamilton Township Street Railway Company and the South Clinton Avenue and Broad Street Railway Company.

These corporations were merged and consolidated under New Jersey legislative acts found in pamphlet laws of 1888, at page 74, and in pamphlet laws of 1891, at page 455. The necessary parts of these acts are as follows:

> "An Act to authorize horse railroad companies incorporated under the laws of this state to merge and consolidate their corporate franchises and other property.
>
> "1. *Be it enacted by the Senate and General Assembly of the State of New Jersey,* That it shall be lawful for any horse railroad company or corporation organized under the laws of this state to merge and consolidate its capital stock,

franchises and property, with those of any other horse railroad company or companies having lines of railway in the same county, which consolidation shall be made under the conditions, provisions, restrictions and with the powers hereafter in this act mentioned and contained, that is to say:

"3. And be it enacted, That upon the consummation of said act of consolidation as aforesaid, all and singular the rights, privileges and franchises of each of said corporations, parties to the same, and all property, real, personal and mixed, and all debts, due on whatever account, as well as of stock subscriptions, shall be taken and deemed to be transferred to and vested in such new corporation, without further act or deed and all property, all rights of way and all and every other interests shall be effectually the property of the new corporation as they were of the former corporations, parties by said agreement, and the title to real estate, either by deed or otherwise under the laws of this state, vested in either of such corporations, shall not be deemed to revert, or be in any way impaired by reason of this act; provided, however, that all rights of creditors and all liens upon the property of either of said corporations shall be preserved unimpaired, and the respective corporations may be deemed to continue in existence to preserve the same; and all debts, liabilities and duties of either of said companies shall henceforth attach to said new corporation, and be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

"Approved February 21, 1888."

"An Act to authorize street railway companies incorporated by or under the laws of this state to merge and consolidate their corporate franchises and other property.

"1. *Be it enacted by the Senate and General Assembly of the State of New Jersey,* That it shall be lawful for any horse or other street railway incorporated by or under the laws of this state to merge and consolidate its corporate franchises and other property with the corporate franchises and other property of any other horse or other street railway company in the same county incorporated by or under the laws of this state, which merger and consolidation may be effected in the same manner provided by the statutes of this state for the merger and consolidation of horse railroad companies.

"2. And be it enacted, That such consolidated company and all its real estate, franchises and other property shall be subject to taxation and shall be assessed in the manner provided by law from time to time for the taxation and assessment of the real estate, franchises and other property of horse or other street railway companies in this state.

"3. And be it enacted, That this act shall take effect immediately.

"Approved April 16, 1891."

From these acts it will be seen that the consolidated company possessed all the rights, privileges and franchises and was subject to all the restrictions, disabilities and duties of each of the corporations so consolidated. To ascertain the rights, privileges and franchises of the Trenton Passenger Railway Company, Consolidated, formed by this merger and con-

solidation on September 21, 1891, reference must be had to the rights, privileges and franchises of each of the companies so merged and consolidated. It is necessary to deal only with the rights, privileges and franchises of two companies, the Trenton Horse Railroad Company and the City Railway Company, for the reason that the Hamilton Township Street Railway Company and the South Clinton Avenue and Broad Street Railway Company had no franchises within the limits of the city of Trenton. Under the charter (P. L. 1859, p. 266) (Record, p. 75), of the Trenton Horse Railroad Company, that company by the eleventh section of said charter was granted the following rights and powers; that is to say, the corporation was authorized "to demand and receive such sum or sums of money for the transportation of persons and property thereon as they from time to time may think reasonable and proper; provided, that not more than five cents shall be demanded or received for conveying any one person from any one point to another on said road."

By a supplement to this act approved April 19, 1875 (P. L. 1875, p. 285), the sum was increased to six cents.

In the charter was also a delegation by the legislature of the power to contract with the city of Trenton as to the rate to be charged upon a street railway erected under the powers given to the Trenton Horse Railroad Company by this charter, for the reason that the charter of the Trenton Horse Railroad Company provided that the said railroad should not be constructed through any of the streets of Trenton without the consent of the common council of the city of Trenton being first had by ordinance.

Where a municipality under a law has been given power to consent or withhold its consent to the con-

struction of a street railway it has been held that a municipality has the power to contract. *Jersey City vs. Jersey City and Bergen Railway Co.*, 41 Vroom, 360; *Trenton vs. Trenton Street Railway Company*, 43 Vroom, 317.

On July 28, 1863, the common council of the city of Trenton consented to the use of certain streets designated in said ordinance by the Trenton Horse Railroad Company in pursuance of the power vested in the city and in the Trenton Horse Railroad Company under said act of 1859. In this ordinance was inserted the following provision: "And the fare for any distance shall not exceed five cents for each passenger."

The City Railway Company, one of the constituent companies of the Trenton Passenger Railway Company, Consolidated, was incorporated under an act entitled "An act to authorize the formation of railroad corporations and to regulate the same," approved April 2, 1873, and the supplements thereto. This company was incorporated December 6, 1875, and after the passage of the constitutional amendments of 1875, which prohibited the incorporation of companies except under general laws. There was, in December, 1875, but one general law under which corporations desiring to operate as street railway companies could be incorporated, and that was the act to incorporate railroad companies above referred to.

Under the act of April 2, 1873, under which the City Railway Company was incorporated, that company had the power to charge for transportation three cents a mile for each passenger and a minimum charge of ten cents.

On March 19, 1874, a new charter was granted to the city of Trenton by the legislature which con-

ferred upon the common council of the city of Trenton the power "to license and regulate * * * * carriages and vehicles used for the transportation of passengers and merchandise, * * * * and to fix the rates of compensation to be allowed to them."

The City Railway Company was also incorporated for the purpose of operating lines of street railway within the borough of Chambersburg, a community adjacent to the city of Trenton, and which subsequently became a part of the city of Trenton. The borough of Chambersburg had been incorporated by an act of the legislature, approved April 2, 1872 (P. L. 1872, p. 1044), and among the powers conferred upon the borough council was the power "to regulate or prohibit the construction of horse railroads and the running thereof without the consent and under such conditions as may by council be prescribed."

Under the power given by its charter to the City Railway Company, and under the powers given respectively to the city of Trenton and the borough of Chambersburg by their respective charters, ordinances were granted by both the city of Trenton and the borough of Chambersburg to the said City Railway Company. In both of these ordinances the sum which the City Railway Company was given the right to charge each passenger was six cents. It was first made five cents in the Trenton ordinance and afterwards changed to six cents. Under the powers thus given these municipalities could and did contract with the company for a rate of six cents.

As there was no general law under which street railway companies could be incorporated until the passage by the legislature of an act approved April 6, 1886, entitled "An act to provide for the incorporation of street railway companies and to regulate the same," numerous street railway companies had

been formed under the act of April 2, 1873, to incorporate railroad companies. In order to settle any question as to the validity of the franchises, rights and privileges granted by municipalities to corporations incorporated under the said act of April 2, 1873, and prior to the passage of the street railway act of April 6, 1886, a validating statute was passed by the legislature of New Jersey which provided as follows: "Any company incorporated as a street railway company or attempted to be so incorporated under the act entitled 'An act to authorize the formation of railroad corporations and to regulate the same,' approved April 2, 1873, and the supplements thereto prior to the passage of the act entitled 'An act to provide for the formation of street railway companies and to regulate the same,' approved April 6, 1886, and prior to the passage of the last-mentioned act had actually constructed and had in operation a street railway, shall be deemed and taken to be a street railway duly incorporated as such, and all rights and franchises heretofore granted that company so incorporated by the municipal authorities of any municipality within which such railway was constructed and operated shall be valid and effectual; and all the general laws of this state relating to street railways shall be deemed and taken to apply to and govern corporations so incorporated," P. L. 1896, p. 357.

Under this act the legislature ratified and confirmed the contracts created by the ordinances of the City Railway Company under which the sum to be received for carrying each passenger was six cents.

With these ordinances in force and effect and unquestioned in any judicial proceeding, a new propelling power in the form of electricity began to be used in some municipalities instead of the animal

power to move the cars. On March 11, 1893 (P. L. 1893, p. 241), the legislature of the state of New Jersey authorized the use of electric motors as the propelling power of cars upon street railways, provided the municipal authorities having charge of the streets consented thereto.

The pertinent part of this act is as follows:

> "2. And be it enacted, That any street or horse railway company in this state may use electric or mechanical motors, or grip cables, as the propelling power of its cars, instead of horses; provided, it shall have first obtained the consent of the township committee, or the municipal authorities having charge of the public streets or highways on which it is proposed to use such motors or grip cables, which consent may be granted by ordinance.
>
> "Approved March 11, 1893."

Under the power and authority given to the city of Trenton in this act, taken in connection with the powers already existing in each of the constituent companies which on September 21, 1891, had merged and consolidated to form the Trenton Passenger Railway Company, Consolidated, and the other powers of the city of Trenton granted by its charter hereinbefore referred to, the city of Trenton granted to the Trenton Passenger Railway Company, Consolidated, by an ordinance approved February 12, 1894, (Record, vol. 3, 139), the right to lay tracks in the streets designated in said ordinance, to use electric motors as the propelling powers of its cars and to erect poles for an overhead construction. The ordinance further provided that on all unpaved streets on which the company laid its tracks the company should pave inside the rails and between

the tracks of its railway with Belgian blocks and cobble stones, and that said paving was to be taken up when the city ordered the balance of the street paved, and the company was then to repave in such manner and with such materials as the city of Trenton should direct; that when the said company should lay its railroad tracks in any street already paved, the company should keep in good repair the pavement inside the rails and between the tracks and also on each side thereof for the distance of two feet if a double track and three feet if a single track, if the same were put out of repair by reason of said tracks, and should also keep in repair the pavement for such further distance as the same might be put out of repair by reason of said tracks; that whenever any paved street was ordered repaved by the city, then the company was required to pave inside its rails, between its tracks and for two feet if a double track, and three feet if a single track, outside the outer rails with such material as may be directed; that said ordinance also contained other street paving provisions and provisions for the removal of snow. This ordinance also provided for a system of transfers so as to give a continuous ride within the city limits for a single fare of "five cents." Prior to this there had been no right of transfer as there had been two separate and distinct operating companies which were not required and did not give transfers from one line to the other.

In this ordinance there was contained the provision above recited as to the sum to be received as fare, namely, five cents.

This ordinance further provided that before exercising any rights and privileges conferred by said ordinance, the Trenton Passenger Railway Company, Consolidated, should enter into a contract cov-

enanting and agreeing with the municipality of the city of Trenton, for and on account of the rights, privileges and advantages thereby granted, to abide by and fully perform all the matters and things in the ordinance contained, to be observed, kept and performed. This contract was executed by the Trenton Passenger Railway Company, Consolidated, and filed with the city as provided in said ordinance. (Record, vol. 3, p. 148.)

The insistment of the appellant is that this ordinance and its acceptance in writing constituted a valid contract between the Trenton Passenger Railway Company, Consolidated, and the city of Trenton.

In the case of *Jersey City vs. Jersey City and Bergen Railway Company*, 41 Vroom, 360, which was a case where the charter of the company provided that the consent of common council should be obtained in order to permit the company to operate a street railway in the city of Jersey City, Justice Dixon said:

> "As the legislature was itself the representative of the general public and had power to grant unconditionally to the company the right to construct its railroad through the streets of Jersey City, the fact that the right was granted upon the condition that the consent of the common council should first be obtained, indicates that such consent might be given or withheld on grounds of advantage or disadvantage to the local public represented by the municipal body. The construction of the railroad through the streets of Jersey City might in various ways lead to an increase in the burdens of the municipality, and its consent was made requisite, doubtless, in order that provision should be made to

meet or mitigate these burdens. What the provision should be the legislature did not prescribe, and so long as it was satisfactory to the city and the company, other persons were not concerned. These parties chose, by the ordinance of the council and its acceptance by the company to put the provision in the form of an annual contribution by the latter to the municipal treasury, graduated by the company's use of the streets, and we see no reason to question their power of doing so, or the legality of their bargain. If the right of the city to impose such a condition was to be denied, the ordinance should not have been accepted, but should have been attacked directly, for if the council had not that right the consent which was given on this condition, and was inseparably connected with it, must fail on its annulment. Davis vs. Town of Harrison, 17 Vroom, 79, 85."

"We think the declaration shows a contract between the plaintiff and defendant, made under legislative authority and confirmed by express legislative sanction."

In the case of *Trenton vs. Trenton Street Railway Company,* 43 Vroom, 317, the very ordinance in question, of February 12th, 1894, was held to be a valid contract between the city of Trenton and the Trenton Street Railway Company, the successor of the Trenton Passenger Railway Company, Consolidated. In this case the Trenton Street Railway Company claimed that the paving provisions inserted in this ordinance and to which it had agreed to conform were *ultra vires* the municipality. The Court held that this case could not be differentiated from the

case of Jersey City vs. Jersey City and Bergen Railway Company and sustained the legality of the contract.

The ordinance of February 12th, 1894, was advantageous to the city of Trenton and to its inhabitants. For the rights and privileges granted by the ordinance the city of Trenton and its inhabitants received the following rights and privileges which they had not theretofore enjoyed:

(a) A rate of fare less than the charter of the Trenton Horse Railroad Company provided, and less than that prescribed by the ordinance of the City Railway Company, which was six cents.

(b) The transportation of children under five years of age free. This was not required by the former ordinances or by the charters of the constituent companies forming the Trenton Passenger Railway Company, Consolidated.

(c) A system of transfers by which a continuous ride for a single fare could be obtained. Prior to this a person going from the Clinton Street railroad station to East Trenton would have had to pay eleven cents; five cents on the Trenton Horse Railroad Company's line and six cents upon the line of the City Railway Company.

(d) The paving by the company of streets unpaved where its railway tracks were laid, inside the rails, between the tracks and on the outside of the other rails.

(e) The maintenance of the paving on paved streets between the tracks, inside the rails and out-

side the outer rails for a distance of two feet, if a double track, and three feet if a single track.

(f) The paving of a like portion of streets which were paved when ordered repaved by the municipal authorities.

(g) The payment of license fees for cars.

(h) The removal of snow, etc.

In consideration of these advantages to the city and its inhabitants the company was given only in addition to the right to lay its tracks and use electricity for the propelling power of its cars and the erection of poles for the carrying of its overhead construction, the right to charge five cents for each passenger over the age of five years. This last provision was the very essence of the contract. It was the thing most material to the company. Without this provision is it conceivable that the stockholders would invest money for the construction of the road if this right had not been given, and so given by contract that it could not be impaired? Is it reasonable to say that the power of the state to regulate rates was reserved, and that the state when it authorized the municipality to consent or withhold its consent did not delegate to the municipality the power to contract for a rate?

In considering this question it must also be borne in mind that the customary method of fixing rates of fare at the time this ordinance was passed and this contract made was by agreement. There was no power in the city charter to regulate rates for transportation. The method pursued was to fix rates by agreement. This custom and the absence of a char-

ter provision to regulate are persuasive of the intention of the parties to the contract that the rate should be fixed by agreement and not by regulation.

Birmingham Water Works Company vs. City of Birmingham, 211 Fed. Rep. 507.

There is also no power reserved in the ordinance of February 12, 1894, to regulate the rate, which is strong evidence of the intention to contract as to the rate. It also must be remembered, in determining whether the city made a contract, that the city of Trenton prepared the ordinance and passed it. The terms and conditions of the ordinance are the language of the city. The city offered it to the company and said, "If you want the rights and privileges granted to you by this ordinance, accept it in writing in the form of a contract." Under these circumstances could it be said that the contract is valid as to all the things which bind the company to the performance of its terms, and invalid as to the one essential thing, namely, the rate of fare to be derived by the company for the transportation of each passenger, and from the total of which fares must be paid the operating expenses of the road, the interest upon its bonds, the taxes imposed by the municipality and by the state, the cost of street paving and dividends to the stockholders of the company, who have in good faith put their money into the construction of the street railway. Can it be possible that a court would say that there is a reserved power still retained in the state, by the exercise of which it would be made impossible on the part of the company to make the very payments it had contracted to make under the contract by which the terms of this grant was accepted?

The Supreme Court of the state of New Jersey held this very contract to be a valid contract. Great

weight has been given in all of these cases to the decisions of the state courts which have determined whether or not the ordinances of the municipalities have in fact been contracts, the protection of which from impairment is guaranteed by the constitution of the United States. In this respect the language of Mr. Justice Peckham, in the case of *Detroit vs. Detroit Citizens' Street Railway Co.*, 184 U. S. 368, is pertinent. In this case it was stated that the Supreme Court of Michigan had held the contract between the Detroit Citizens' Street Railway Company and the city of Detroit a valid contract in considering the subject of taxes. 125 Mich. 673. The language of Mr. Justice Peckham was as follows:

> "If the ordinance constituted a contract between the parties in relation to taxes which were to be levied upon the company, we do not see any reason, in the language used providing for the rates of fare, for not holding that there is a contract as to rates equally binding with that in regard to taxes."

City Railway Co. vs. Citizens' Railway Co., 166 U. S. 537;

Vicksburg Water Works vs. Vicksburg, 206 U. S. 496;

Freeport Water Co. vs. Freeport, 180 *U. S.* 587;

Birmingham Water Works vs. City of Birmingham, 211 *Fed. Rep.* 497.

The ordinances granted to the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company contained the same provisions as to the fare to be charged and received were accepted, and similar contracts made with the city of Trenton. These two companies were incorporated

under the traction act (Pamphlet Laws of New Jersey 1893, page 302). Under this act the body having control of streets may either refuse or grant the consent, and if granted, may grant the same under such lawful restrictions as they deem the interests of the public may require, and the consent, when accepted by the corporation, in writing, under its corporate seal and filed according to the statute, has the force and effect of a contract.

The pertinent sections of the traction act on this subject are seven and thirty-two, which are as follows:

> "7. And be it enacted, That the board of aldermen, common council, or the body having control of streets or highways, or other governing body of any city, town, borough, village, township or county, upon the petition of the directors of any company incorporated under this act, or a majority thereof, for location of the tracks of any extension or new line of its railway conformably to the route designated in description of the route of such extension or new line, and the map exhibiting the same filed as aforesaid in the office of the Secretary of State, shall give notice to all parties interested by publication in one or more newspapers published and circulated in said municipality, or if none be published there, then by posting in five of the most public places in such municipality or township, at least fourteen days before their meeting, of the time and place at which they will consider such application for location, and after hearing they shall either pass a resolution refusing such location or pass a resolution or ordinance, as may be necessary or proper, granting the said location or any part thereof, under such lawful restrictions as they

deem the interests of the public may require, and the location thus granted shall be deemed and taken to be the true location of the tracks of the railway, if an acceptance thereof in writing by said directors shall be filed with the Secretary of State within thirty days after receiving notice thereof, and a copy thereof delivered to the clerk or other equivalent officer of the municipality or township.

"32. And be it enacted, That any consent required by this act to be given by any public body may be given by a resolution or ordinance of such body, which consent, when accepted by any corporation created under this act in a writing under its corporate seal, filed with the clerk of such body, or in the office of the clerk of the county in which such body exists shall have the force and effect of a contract.

"Approved March 14, 1893."

All the conditions necessary to make the municipal consents granted by ordinance to the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company contracts were complied with. These acceptances in the form prescribed by statute are held to be contracts. *Rutherford vs. Traction Company,* 73 N. J. L. 228.

The defendants concede in their argument that the state may directly or through one of its municipal corporations, authorized thereto, establish by an inviolable contract the rates to be charged in the conduct of a business "affected with a public interest," but their insistment is that such a contract must be confined to "a definite term not grossly unreasonable in point of time." In the present case they concede that a contract was entered into between the

city of Trenton and the railway company, but they contend that as the ordinances which were the basis of this contract granted perpetual franchises, these contracts are subject to what is termed "the sovereign power of the state to regulate rates of fare."

They call attention to the fact that the cases which they cite in their brief in which the contracts were sustained by the Supreme Court of the United States as inviolable, involved contracts for periods between 25 and 50 years in duration. They challenge the appellant to point to any case in which a contract has been held to be valid when made in perpetuity.

In answer to this challenge attention is called, in the first place, to the fact that no case has been cited by them where the contract has been either declared void or subject to the so-called "sovereign power to regulate rates" because granted in perpetuity, where it would have been valid and not subject to the so-called "sovereign power to regulate rates" if for a fixed term of years reasonable in duration.

The courts of the United States and the courts of New Jersey have recognized the validity of franchises where the franchises were granted in perpetuity. In the recent case in the United States Supreme Court of *Owensboro vs. Cumberland Tel. and Tel. Co.*, 230 U. S. 58 (decided June 16, 1913), Mr. Justice Lurton said as follows:

> "The grant by ordinance to an incorporated telephone company, its successors and assigns, of the right to occupy the streets and alleys of a city with its poles and wires for the necessary conduct of a public telephone business, is a grant of a property right in perpetuity, unless limited in duration by the grant itself, or as a consequence of some limitation imposed by the general law of the state, or by the corporate powers of the city making the grant."

Citing *Detroit vs. Detroit Citizens' St. Ry. Co.*, 184 U. S. 368, and other cases including *State, Hudson Tel. Co., Prosecutor, vs. Jersey City*, 49 N. J. L. 303. Mr. Justice Lurton then continued as follows:

> "If there be authority to make the grant, and it contains no limitation or qualification as to duration, the plainest principles of justice and right demand that it shall not be cut down, in the absence of some controlling principle of public policy. This conclusion finds support from a consideration of the public and permanent character of the business such companies conduct, and the large investment which is generally contemplated. If the grant be accepted and the contemplated expenditure made, the right cannot be destroyed by legislative enactment, or city ordinance based upon legislative power, without violating the prohibitions placed in the constitution for the protection of property rights. To quote from a most weighty writer upon municipal corporations, in approving of the decision in People vs. O'Brien, 111 N. Y. 1, 42; 2 L. R. A. 255; 7 Am. St. Rep. 684; 18 N. E. 692—a decision accepted and approved by this court in Detroit vs. Detroit Citizens' St. Ry. Co., 184 U. S. 368, 395; 46 L. Ed. 592, 610; 22 Sup. Ct. Rep. 410—'the grant to the railway company may or may not have been improvident on the part of the municipality, but having been made, and the rights of innocent investors and of third parties as creditors and otherwise having intervened, it would have been a denial of justice to have refused to give effect to the franchise according to its tenor and import, when fairly construed, particularly when the construction adopted by the court was in accord with the general understand-

ing. In the absence of language expressly limiting the estate or right of the company, we think the court correctly held, under the legislation and facts that the right created by the grant of the franchise was perpetual, and not for a limited term only.' Dill. Mun. Corp. (5th ed.), No. 1265."

In the case of *Atlantic City Water Works vs. Atlantic City,* 48 N. J. L. 378, Chief Justice Beasley, in construing a contract made between the Atlantic City Water Works and Atlantic City, a municipal corporation, said:

"In the next place, it was urged that the contract in question is perpetual, it being asserted that the city had not the capacity to bind itself for an indefinite period. In the formulation of this proposition the counsel for the defendant somewhat overstated the force of the contract referred to, for, in point of fact, it has not necessarily indefinite extension in time, as by one of its clauses the city is empowered to put an end to it, whenever so minded, by a purchase of the works of the plaintiff. But waiving this, the conclusive answer to the position is that the power to provide the city with a supply of water has been conferred by the legislature upon the common council in an unqualified form, and that the court has no competency to circumscribe such a grant. It is true that if the ordinance warranting the making of this contract was an act of gross indiscretion, this court, by force of its prerogative to supervise corporations of this class, might, such ordinance having been brought before it on certiorari, have adjudged it to be invalid. But this ordinance has not been an-

nulled, and not being an act *ultra vires*, the contract founded upon it is obligatory in law."

The language of the decisions relied on by the defendants does not bear out their construction. Thus, for example, in *Detroit vs. Detroit Citizens' St. Ry. Co.*, 184 U. S. 368, they quote from the opinion of Mr. Justice Peckham, as follows:

> "There can be no question in this court as the competency of a state legislature, unless prohibited by constitutional provisions, to authorize a municipal corporation to contract with a street railway company as to the rates of fare, and so to bind during the specified period any future common council from altering or in any way interfering with such contract. * * * The contract once having been made, the power of the city over the subject, so far as altering the rates of fare or other matters properly involved in and being a part of the contract, is suspended for the period of the running of the contract."

It will be observed that Mr. Justice Peckham merely states that the contract is binding during the specified period, and that the power of the city on the subject of fares is suspended for the period of the running of the contract.

From this it cannot be inferred that Mr. Justice Peckham intended by this language to hold that if a contract was perpetual, the right to regulate or of the state to regulate was not, therefore, suspended in perpetuity.

The case of *Home Telephone and Telegraph Company vs. City of Los Angeles*, 211 U. S. 265, is cited, and attention is called to the following statement of Mr. Justice Moody therein:

> "It has been settled by this court that the state may authorize one of its municipal corporations to establish by an inviolable contract the rates to be charged by a public service corporation (or natural person) for a definite term, not grossly unreasonable in point of time, and that the effect of such a contract is to suspend, during the life of the contract, the governmental power of fixing and regulating rates."

The words "not grossly unreasonable in point of time" were not justified by any Supreme Court decision, and so far as that case is concerned were a dictum.

The case of *Milwaukee Electric and Light Company*, 35 Sup. Ct. Reporter, is cited. In that case the Supreme Court of Wisconsin had held that the municipality had no authority to make the contract in question.

The defendants refer to a number of cases in which courts have held that the state had not renounced its power to fix and regulate rates. The number of these cases cited is so great that it seems unnecessary to take up each one and show its distinguishing features from the case under consideration.

The answer to each of these cases is found in the following excerpt taken by the defendants from *Home Telephone Co. vs. City of Los Angeles*, 211 U. S. 265.

> "It is obvious that no case, unless it is identical in its facts, can serve as a controlling precedent for another, for differences slight in themselves, may through their relation with other facts, turn the balance one way or the other. Illustrations of the truth of this may be found in the cases of Freeport Water Co. vs. Freeport

City (180 U. S. 587); Rogers Park Water Co. vs. Fergus, 180 U. S. 624, and Knoxville Water Co. vs. Knoxville, 189 U. S. 434, where no authorized contract was found, as contrasted with Detroit vs. Detroit Citizens' St. Ry. Co. (184 U. S. 368) and Cleveland vs. Cleveland City Ry. Co., 194 U. S. 517, where a contrary conclusion was reached."

The defendants do not contend that the contract was void but that the power to regulate rates could only be suspended for a term, not grossly unreasonable. In the cases cited the contract in some of them suspended the power to regulate for as long as fifty years. In the present case the franchise granted by the "electrification ordinance" has only run for twenty-two years. Who is to say, if the municipal body had not the power to make a perpetual contract, when the unreasonable period of time commences and the reasonable period of time ends in a state where perpetual contracts have been recognized and approved and there is no constitutional prohibition against such grants, and no statutory prohibition at the time the franchises in question were granted?

The defendants contend that even if a municipal corporation is vested with power to make a contract with a street railway company with reference to the rate of fare, this power is subject to the power reserved to the state to amend, alter or repeal corporate charters, and that the passage of the statute creating the Board of Public Utility Commissioners was an exercise of such reserved power.

This proposition is inapplicable to the charter of the Trenton Horse Railroad Company, because this charter was granted by special act of the legislature in 1859, and the amendment to the constitution of New Jersey was not made until 1875.

It was held in *United States vs. Yard,* 95 U. S. 104, that where the state of New Jersey had granted a special charter with a tax exemption, this charter could not be altered, amended or repealed so as to affect this exemption. This decision has been followed in *State Board of Assessors vs. Morris and Essex,* 49 New Jersey Law, 193, and in *Hancock vs. Singer Mfg. Co.,* 62 N. J. Law, 289.

Had the charter of the Trenton Horse Railroad Company been subject to the right of the state to alter, amend and repeal the same, the passage of a general act like the public utility act which repealed acts and parts of acts inconsistent therewith, would not repeal acts granting charters to private corporations, or affect privileges and immunities granted to such, even though they may be repealable.

State vs. Minton, 23 N. J. Law, 523;
Vail vs. Easton and Amboy R. R. Co., 44 N. J. Law, 237.

The distinguishing feature of all these cases has been lost sight of by the defendants, and that is the difference between the exercise of powers which are legislative or governmental, and powers which are proprietary or business. If a city is exercising its business powers and in so doing makes a contract with reference to rates for water, gas, or street railway service, such contract cannot be affected by any provision of the state to alter, amend or repeal laws under which corporations have been organized.

Judge Sanborn, in *Omaha Water Co. vs. City of Omaha,* 147 Fed. Rep. 1, makes this distinction clear. He held that the ordinance granted to the Omaha Water Company by the city of Omaha was a contract and could not be impaired by an order of the water board reducing rates.

POINT VI.

If said charters and ordinances did constitute inviolable contracts, these contracts were impaired contrary to the provisions of the tenth section of article one of the constitution of the United States by the passage of the public utility act, the assumption of jurisdiction by the Board of Public Utility Commissioners over the withdrawal of the sale of six tickets for twenty-five cents, and its order of August 17, 1915, suspending the withdrawal of the sale thereof, or by the enactment and enforcement of the ordinance of the city of Trenton of October 22, 1909.

The Board of Public Utility Commissioners created by chapter 195 of the laws of 1911 is an instrumentality of the state of New Jersey for the accomplishment of public purposes, and its acts in and about matters committed to it are the acts of the state. If under this act the Board of Public Utility Commissioners has taken, as it has done, jurisdiction of a question as to whether the proposed withdrawal of the sale of six tickets for twenty-five cents is an increase in rate or a change or alteration of an existing classification, and has instituted proceedings to hear and determine the justness and reasonableness of said increase, when the company intending to withdraw the sale of six tickets for twenty-five cents has a contractual right to charge a straight fare of five cents, it necessarily follows that the contract by which the company has a right to charge five cents is impaired, especially when the Public Utility Commissioners have made an order of which the effect is to continue the sale of six tickets for twenty-five cents and to oblige the company to continue a custom

under which it loses over three hundred dollars a day. Such action of the Public Utility Commissioners in assuming jurisdiction and making the orders in question impairs the contract under which the company is authorized to charge a straight fare of five cents, and is violative of the provisions of the federal constitution.

Wilmington Street Railway Company vs. Taylor, et al., 198 Fed. Rep. 159.

If it is held that a contract for a straight fare of five cents was made by the Trenton Passenger Railway Company, Consolidated, and the city of Trenton by the ordinance of February 12, 1894, it necessarily follows that the ordinance of October 22, 1909, which compelled the sale of six tickets for twenty-five cents on all cars of the Trenton Street Railway Company, operating within the city of Trenton, is an impairment of this contract, for the enforcement of this ordinance will result in a fare of four and one-sixth cents to all persons purchasing tickets, instead of a straight fare of five cents from each passenger.

It has been held in the following cases that an ordinance seeking to compel the sale of six tickets for twenty-five cents is an impairment of a contract between a street railway company and a city by which a straight fare of five cents has been agreed upon: *Minneapolis vs. Minneapolis Street Railway Co.*, 215 U. S. 417; *Detroit vs. Detroit Citizens' Street Railway Company*, 184 U. S. 368.

The city of Trenton claimed to have authority to pass the ordinance of October 22, 1909, under the alleged power to alter or amend the ordinances of the railway company, which was reserved in the following ordinances, set forth in vol. 3, viz.:

Ordinance, city of Trenton to the Trenton Horse

Railroad Company, passed July 28, 1863. (Record, p. 80.)

Ordinance, borough of Chambersburg to City Railway Company, passed January 24, 1876. (Record, p. 99.)

Ordinance, city of Trenton to City Railway Company, passed February 1, 1876. (Record, p. 103.)

Ordinance, borough of Chambersburg to Trenton Horse Railroad Company, passed February 1, 1886.

Ordinance, borough of Wilbur to the Trenton Passenger Railway Company, Consolidated, approved August 30, 1892. (Record, p. 134.)

After the passage of these ordinances the ordinance of the city of Trenton to the Trenton Passenger Railway Company, Consolidated, referred to as the "Electrification Ordinance," was approved February 12, 1894. (Record, p. 139.) This was the ordinance under which the electrification of the entire system was made and this ordinance did not reserve by its terms, to the city, any power to alter or amend the same. The ordinances which followed that of February 12, 1894, under which the various extensions of the system were made, contained no provision with reference to alteration or amendment. These ordinances are as follows:

Ordinance, city of Trenton to Mulberry Street Railway Company, approved October 23, 1897. (Record, p. 155.)

Ordinance, city of Trenton to Pennington Avenue Passenger Railway Company, approved December 22, 1897. (Record, p. 165.)

Ordinance, city of Trenton to Trenton Street Railway Company, approved February 10th, 1899. (Record, p. 193.)

Ordinance, Ewing Township to the Ewing Passenger Railway Company, passed March 28th, 1898. (Record, p. 176.)

Ordinance, city of Trenton to Trenton Street Railway Company, passed over the mayor's veto December 5th, 1905. (Record, p. 197.)

Ordinance, city of Trenton to Mercer County Traction Company, approved October 11th, 1901. (Record, p. 212.)

Ordinance, city of Trenton to Mercer County Traction Company, approved October 11th, 1901. (Record, p. 223.)

Ordinance, city of Trenton to Mercer County Traction Company, approved January 13th, 1902. (Record, p. 236.)

Ordinance, city of Trenton to Mercer County Traction Company, passed June 27th, 1904.

The electrification ordinance also contained the following provision in the twentieth section thereof:

> "20. That the consent and permission, rights and privileges hereby granted and given the said the Trenton Passenger Railway Company, Consolidated, on behalf of the municipality of the city of Trenton, are not intended and shall not be deemed, taken or construed to in anywise be restricted or abridged by any limitation, restriction or provision contained in any existing ordinance of the city of Trenton in force or effect at the time of the passage of this ordinance."

This provision, it will be observed, specifically provided that no right granted by the electrification ordinance was to be limited or abridged by any provision contained in any existing ordinance in force or effect at the time of the passage of the electrification ordinance. It is, therefore, insisted that the provisions of the earlier ordinances regarding alteration or amendment cannot be availed of to amend the electrification ordinance which is the basic ordinance,

since this ordinance did not contain any provision for its amendment or repeal.

The only ordinances in which the right to alter or amend has been reserved since the passage of the electrification ordinance are the ordinances granted to the Trenton, Hamilton and Ewing Traction Company by the city of Trenton, on August 11th, 1905, and on December 5th, 1905. These ordinances contained the provisions that common council reserved to itself the power to alter or amend at any future time, whenever in the judgment of common council it should become necessary for the public good so to do.

A provision in an ordinance reserving the power to alter or amend does not reserve to a municipality the power to change the rate of fare which has been fixed and agreed upon in a prior ordinance. It has so been held in the following cases:

Owensboro vs. Cumberland Tel. & Tel. Co., 230 U. S. 55, 71, citing *Owensboro vs. Cumberland Tel. & Tel. Co.*, 174 Fed. Rep. 739;

Detroit Citizens' Ry. Co. vs. Detroit, 64 Fed. Rep. 628-636;

Grand Trunk, &c., R. R. vs. South Bend, 227 U. S. 544;

Chicago M. & S. T. P. R. R. vs. Wisconsin (1914), 35 Supreme Court Reporter, 869, citing *D., L. & W. R. R. vs. Public Utility Commission*, 85 N. J. L. 28;

Detroit vs. Detroit Citizens' Ry. Co., 184 U. S. 368;

New Orleans Gas Light Co. vs. Louisiana L. & H. P. Mfg. Co., 115 U. S. 650;

City Ry. Co. vs. Citizens' St. Ry. Co., 166 U. S. 557;

Lehigh Valley R. R. Co. vs. McFarland, 31 N. J. Eq. 706-722;
Pennsylvania R. R. Co. vs. Jersey City, 49 N. J. L. 540-545, affirmed on opinion below, 51 N. J. L. 564;
United N. J. R. R. & Canal Co. vs. Jersey City, 57 N. J. L. 563;
Hudson Telephone Company vs. Jersey City, 49 N. J. L. 303;
Old Colony Trust Company vs. Atlanta, 83 Fed. Rep. 39; affirmed, 88 Fed. Rep. 859;
Louisville vs. Cumberland Tel. & Tel. Co., 224 U. S. 649;
Proprietors of Bridges, etc., vs. Hoboken Land Company, 13 N. J. Eq. 81; affirmed, 13 N. J. Eq. 503; affirmed, 1 Wallace, 116; 3 Wallace, 782.

POINT VII.

Was the proposed withdrawal of the sale of six tickets for twenty-five cents an increase in an existing individual and special rate or a change or alteration of an existing classification, as held by the Board of Public Utility Commissioners?

The appellant contends that the withdrawal of the sale of six tickets for twenty-five cents is not an increase in rate, but the mere withdrawal of a cash discount or a commutation rate.

The orders of the board assumed that the withdrawal of the sale of six tickets for twenty-five cents was an increase in rate.

The portion of the public utility act bearing on this subject is as follows:

> "When any public utility as herein defined shall increase any existing individual rates, joint rates, tolls, charges or schedules thereof, as well as commutation, mileage and other special rates, or change or alter any existing classification, the board shall have power either upon written complaint or upon its own initiative to hear and determine whether the said increase, change or alteration is just and reasonable."

The proposed withdrawal of the sale of tickets could not be a change or alteration in a classification for passenger service for the reason that there was no classification of passenger service made by the Traction Corporation;that is to say,there was no distinction made between one who paid a fare of five cents and one who tendered in payment of the five-cent fare a ticket which had cost four and one-sixth cents. Both the passenger who pays the five-cent fare and one who pays his fare by tendering a ticket costing four and one-sixth cents have the same ride and enjoy the same privileges. There is no distinction or difference in the service that is afforded to each. One does not get first-class service and the other second-class service. One is not obliged to ride in one part of the car and the other in another part of the car.

The proposed withdrawal of the sale of tickets could not be a change in an individual and special rate. The statute draws a line of distinction between individual rates and special rates. There is nothing in the statute called "an individual and special rate," as stated in the order of August 17th, 1915. The language of subdivision H of section seventeen

appears to make one classification to consist of "existing individual rates, joint rates, tolls, charges or schedule thereof," and another classification to consist of "commutation, mileage and other special rates."

The single fare of five cents which is the only rate recognized by the Traction Corporation and the only rate referred to in the ordinance and charters is the existing individual rate. The second class referred to in the statute is "commutation, mileage and other special rates." The sale of six tickets for twenty-five cents must fall in this class, if it comes within the language of any of the classes of this statute. The sale of six tickets for twenty-five cents could not be called a commutation rate for the reason that there is no limit as to the time in which these tickets are to be used, and there is no limit or condition that the purchaser of the tickets should be the user thereof, and that the ticket shall be forfeited if presented by any other person. The sale of tickets is also not a mileage rate, because mileage is recognized as a definite term by which a certain rate per mile is fixed. A ticket of the Traction Corporation can be used for a ride of a mile, or a ride of five miles, or in some cases, a ride of nine miles, so that it bears no similarity to the mileage of railroad corporations.

This leaves but one other class, "special rate." A special rate is a rate for a particular class, such as school children, or a party-rate ticket—that is, where tickets are taken by a number of people for a definite ride together. The sale of tickets is not a special rate within the meaning of the given definition of "special rate." The tickets can be used by any person at any time.

The ticket which costs four and one-sixth cents is made the equivalent of five cents, so that it is not a

commutation, mileage or special rate, as it has no limitations as to time, or user, and is in effect a five-cent piece tendered in payment of fare; so that what the Traction Corporation has done is to give a discount of five cents for the payment of six rides at one time, each of which tickets good for one ride can be used by any one at any time.

It, therefore, seems that there is nothing in the statute which defines the ticket sold by the Traction Corporation or which makes these tickets either a commutation rate, mileage or other special rate. It is, therefore, insisted that there is no increase in any recognized division under the statute, but the mere withdrawal of the privilege of securing a cash discount where a person is willing to purchase at one time in advance six rides for twenty-five cents.

If, however, we should assume that the sale of six tickets for twenty-five cents was a commutation, mileage or other special rate, it has been settled that a railroad can withdraw, when it sees fit so to do, commutation, mileage or other special rates. See decision of Interstate Commerce Commission in Commutation Cases, 21 Interstate Commerce Commission Reports, 428.

The New Jersey statute recognizes this distinction —that is to say, the difference between an increase in commutation, mileage or special rates and the withdrawal of commutation, mileage or special rates, for the reason that the statute only provides for a condition where there is a change in the commutation, mileage or special rate and not a withdrawal of the commutation, mileage or special rate. In other words, if the Traction Corporation had signified its intention of discontinuing the sale of six tickets for twenty-five cents and substituting therefor the sale of eleven tickets for fifty cents, then there would have

been a change in the special rate (assuming to be a special rate) to which the provisions of subdivision H of section 17 would apply. But this section does not apply to the present case, for the reason that there is no change or increase in the special rate, but a withdrawal thereof, which the Traction Corporation has a perfect right to do under this statute.

It is interesting to note that in this class of cases a carrier is not precluded from changing the rate merely because it has established a rate which is low. In other words, there is no presumption to be drawn from the fact of the carrier having established a low rate. See *Southern Pacific Railroad Co. vs. Interstate Commerce Commission*, 219 U. S. 433. See also, *Atwater vs. Delaware, Lackawanna and Western Railroad Co.*, 19 Vroom, 55.

POINT VIII.

The order of the Board of Public Utility Commissioners of August 17, 1915, made without notice to the appellants and without affording them an opportunity to be heard, did deprive the appellants of property without due process of law, contrary to the provisions of the first section of article XIV of the amendments to the constitution of the United States.

The proceeding instituted by the city of Trenton through the presentation of its complaint to the Board of Public Utility Commissioners, on August 17, 1915, and resulting in the order of that date, was for the purpose of compelling the Trenton and Mercer County Traction Corporation to receive from those who were ready and willing to pay at one time

twenty-five cents for street car fares only four and one-sixth cents for each fare, instead of the established rate of five cents per fare. In this manner it was sought to take or deprive the traction company of its property. This could not be constitutionally done "without due process of law."

The decisions leave no doubt as to the general features and requirements of due process of law. While it varies according to the nature of the proceedings, in such a proceeding as that under consideration notice and a fair opportunity to defend are essentials. In *Iowa Central Railway Co. vs. Iowa*, 160 U. S. 389, 16 Sup. Ct. 344, 40 L. Ed. 467, the Court through Mr. Justice, now Chief Justice, White said:

> "It is clear that the fourteenth amendment in no way undertakes to control the power of a state to determine by what process legal rights may be asserted or legal obligations be enforced, provided the method of procedure adopted for these purposes gives reasonable notice and affords fair opportunity to be heard before the issues are decided."

In *Simon vs. Craft*, 182 U. S. 427, 21 Sup. Ct. 836, 45 L. Ed. 1165, the Court through the same learned Judge said:

> "The essential elements of due process of law are notice and opportunity to defend. In determining whether such rights were denied we are governed by the substance of things and not by mere form. * * * The due process clause of the fourteenth amendment does not necessitate that the proceedings in a state court should be by a particular mode, but only that there shall be a regular course of proceedings in which notice is given of the claim asserted and an opportunity afforded to defend against it."

In *Hooker vs. Los Angeles*, 188 U. S. 314, 23 Sup. Ct. 295, 47 L. Ed. 487, 63 L. R. A. 471, the Court, through Mr. Chief Justice Fuller, said:

> "The fourteenth amendment does not control the power of a state to determine the form of procedure by which legal rights may be ascertained, if the method adopted gives reasonable notice and affords a fair opportunity to be heard."

In *Twining vs. New Jersey*, 211 U. S. 78, 39 Sup. Ct. 14, 53 L. Ed. 97, the Court, through Mr. Justice Moody, refers to the requirements of due process of law, namely, that "the Court which assumes to determine the rights of parties shall have jurisdiction" and that "there shall be notice and opportunity for hearing given the parties" as "two fundamental conditions, which seem to be universally prescribed in all systems of law established by civilized countries."

Wilmington City Railway Company vs. Taylor, 198 Fed. Rep. 159.

In the light of these principles, so reiterated as to have become elementary, was due process of law observed by the Board of Public Utility Commissioners in the procedure which resulted in the making of the order complained of, that is to say, the order of August 17, 1915?

The three elements of due process of law are (1) jurisdiction, (2) notice and (3) opportunity to be heard.

If the appellant had a contractual right to charge five cents for the transportation of each passenger, then it follows that the Board of Public Utility Commissioners had no jurisdiction of the question as to the withdrawal of the privilege of purchasing six

tickets for twenty-five cents, and that to assume jurisdiction is to take the property of the prosecutor without due process of law.

If it is found that a contractual right to charge five cents did exist, then the Board of Public Utility Commissioners has no power to hear and determine the controversy.

On August 13, 1915, the complainant, the Trenton and Mercer County Traction Corporation, as has been stated, sent a letter to the Board of Public Utility Commissioners reading as follows:

"August 13th, 1915.

"To the Honorable Board of Public Utility Commissioners of the State of New Jersey:

"Gentlemen:—Under the charters of the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company, the companies owning the lines of the street railway in the city of Trenton now being operated by our company, the Trenton and Mercer County Traction Corporation, as lessees, and the ordinances granted to the three companies above mentioned by the City of Trenton under which their lines of railway were constructed, and the agreements between these companies and the City of Trenton, the rate of fare was fixed and agreed to be the sum of five cents for carrying each passenger over five years of age within the limits of the City of Trenton.

"For many years past the above-mentioned companies, and also the Trenton and Mercer County Traction Corporation have been extending the privilege to their patrons of purchasing six tickets for twenty-five cents. This privilege we are obliged to withdraw, owing to the de-

creased revenue and increased cost of operation during the past few years. This withdrawal of the privilege may be contested by the City of Trenton, as in October, 1909, the City passed an ordinance which sought to compel the Trenton Street Railway Company to sell at all times six tickets for twenty-five cents. This ordinance we believe to be illegal and void, and if the City of Trenton takes action under the ordinance we will ask the courts to adjudicate this question.

"We do not consider the withdrawal of the sale of the tickets as a change in rate, as the rate of fare is and has always been five cents, but we deemed it but courteous to advise you of this intended action.

"Your respectfully,
"Trenton and Mercer County
Traction Corporation,
"By Rankin Johnson, President."

That it was well understood by the Board of Public Utility Commissioners what the claim of the prosecutor was is evidenced by the statement of Commissioner Treacy at the time the board made the order in question, for from the transcript of the proceedings (Record, vol. 1, p. 31), we read that Commissioner Treacy said:

"The question, I take it, is principally whether or not they have the right to charge five cents; whether under the ordinance granting them permission to operate in Trenton originally they have the right to charge five cents, and whether the subsequent ordinance fixing the rate of twenty-five cents for six tickets is invalid and in derogation of the former ordinance."

With full information as to the position of the prosecutor and without any consideration of its contention the board declared it had jurisdiction and made the order of suspension which results in the loss of upwards of three hundred dollars per day to the prosecutor.

The second essential of due process of law is "notice." Did the Board of Public Utility Commissioners give to the Trenton and Mercer County Traction Corporation notice of the hearing at which the order of August 17, 1915, was made?

The evidence shows no notice was given. This is conceded by the defendants.

The Board of Public Utility Commissioners in making the order of August 17, 1915, acted as set forth in the order under subdivision (h) of section 17 of the act creating the board. This subdivision is as follows:

> "(h) When any public utility as herein defined shall increase any existing individual rates, joint rates, tolls, charges or schedules thereof, as well as commutation, mileage and other special rates, or change or alter any existing classification, the board shall have power either upon written complaint or upon its own initiative to hear and determine whether the said increase, change or alteration is just and reasonable. The burden of proof to show that the said increase, change or alteration is just and reasonable shall be upon the public utility making the same. The board shall have power pending such hearing and determination to order the suspension of the said increase, change or alteration until the said board shall have approved said increase, change or alteration, not exceeding three months. It shall be the duty of the board to

approve any such increase, change or alteration upon being satisfied that the same is just and reasonable."

This subdivision is part of section 17 of the said act, which provides as follows:

"17. The board shall have power, after hearing upon notice, by order in writing, to require every public utility as herein defined:"

"(a)," etc., to "(h)," which is the subdivision above set forth.

In subdivision (h) two powers are given to the board (1st) to hear and determine whether an increase, change or alteration is just and reasonable, (2nd) to suspend the said increase, change or alteration pending such hearing until the board shall have approved said increase, change or alteration, not exceeding three months. Both of these powers, it is contended, are governed, however, by the power given to the board in the first part of this section which is made applicable to each division thereof, and that is that the board can only issue its order "after hearing, upon notice."

It must be remembered that this act subjects a corporation which disobeys an order of the board to a penalty of one hundred dollars a day and makes the officers or attorneys of a corporation who advise the doing of forbidden acts guilty of a misdemeanor. It is, therefore, a penal and criminal statute and should be construed strictly. *Public Service Gas Co. vs. Board of Public Utility Commissioners,* 84 N. J. Law, 463. It should be construed so as to require that notice and hearing be given to a corporation before an order is made which deprives that corporation of its property rights. It is true that the power of suspen-

sion is given by a new sentence, but, on the other hand, this sentence is a part of subdivision (h), of section 17, which provides for notice and hearing upon the matters set forth in the several following subdivisions, of which subdivision (h), which provides for an order of suspension, is one.

A statute should be construed so as to make it constitutional and the proceedings thereunder constitutional. If this section of the statute means that the board has power without notice and hearing and without jurisdiction of the subject-matter, then the statute is itself unconstitutional, because under it property can be taken without due process of law.

In the case of *Wilmington City Ry. Co. vs. Taylor, et al.*, 198 Fed. Rep. 159, it was held that where a public utility board positively refused to take into consideration the chartered rights of the lessor companies and made an order to restore the sale of six tickets for twenty-five cents, the property of the railway company had been taken without due process of law.

POINT VIII.

The language of the ordinance of February 12, 1894, that "no greater sum shall be charged or received * * * * than five cents," fixes an absolute and not a maximum charge, that is to say, the company had the right to charge each passenger over five years of age five cents.

In the case of *Detroit vs. Detroit Citizens' Railway Company, supra,* the language of the ordinance under consideration was: "The rate of fare for any distance shall not exceed five cents in any one car

or any route named in this ordinance, except where cars or carriages are chartered for specific purposes." In construing this, the Supreme Court of the United States, through Mr. Justice Peckham, said: "Nor can the language of the ordinance which provides that the fare for one passenger shall not be more than five cents give any right to the city to reduce it below the rate of five cents established by the company. It is a contract which gives the company the right to charge a fare up to five cents for a single passenger, and gives the city no power to reduce it without the consent of the company." To the same effect are the cases of *Cleveland vs. Cleveland City Railway Co.*, 194 U. S. 517; *Vicksburg vs. Vicksburg Water Co.*, 206 U. S. 496; *Atlantic Coast Railway Company vs. Board of Public Utility Commissioners*, 4 Gummere, 407.

POINT IX.

Burden of Proof.

This board held at the commencement of the hearing that the burden of proof was upon the Traction Corporation. The Traction Corporation had entered its protest that the board had no jurisdiction of this question for the reason that the withdrawal of the sale of six tickets for twenty-five cents was not an increase in any existing individual rate, joint rate, toll, or charge or schedule thereof, commutation, mileage or other special rate, or a change or alteration of any existing classification. It also entered its protest against assuming the burden of proof. In other words, the position of the Traction Corporation

was that the sale of six tickets for twenty-five cents was a privilege accorded to its patrons which at any time could be withdrawn. The board having held that the withdrawal of the sale of six tickets for twenty-five cents was an increase in rate, the further question must be considered as to what extent (assuming for he purpose of argument that the withdrawal of the sale of tickets is a change in rate) the burden of proof must be assumed by the Traction Corporation. In other words, is the burden of proof upon the Traction Corporation to show only that the increase is just and reasonable, or whether the burden of proof is upon theTractionCorporation to show not only that the increase is just and reasonable, but that the whole of the fare, namely, five cents, is just and reasonable? It is insisted that the Traction Corporation is only called upon to assume the burden of proof in so far as it is necessary to show that the increase is just and reasonable. In other words, it is not necessary for the Traction Corporation to assume the burden of showing by a valuation of its property that the sum of four and a sixth cents, plus the increase of five-sixths of a cent; making in all five cents, is just and reasonable. There has been no contention in fact that the single fare of five cents is not just and reasonable.

The language of the New Jersey statute supports this contention, in that it states "The burden of proof to show that the said increase, change or alteration is just and reasonable shall be upon the public utility making the same." This statute is modeled after the English Act of 1894, which provides that the burden of proof is upon the company to justify the "increase of the rate." See *Mansion House Case*, 9 R. & C. T. cases.

The language of the interstate commerce act is

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different from the New Jersey statute and also the English act, for the interstate commerce act states that the burden to show that the "increased rate" or "proposed increased rate" is just and reasonable shall be upon the common carrier (amendment of June 18, 1910).

It is therefore insisted that the burden is only upon the Traction Corporation to prove that the increase in rate is just and reasonable. This has been proved by the evidence showing the decreased gross receipts and increased cost of operation by which a sufficient rate of return is not afforded to the Traction Corporation. See *Rate Increase Cases*, 20 Interstate Commerce Reports.

POINT X.

Consideration of the omissions, errors and mistakes in the report of the Board of Public Utility Commissioners.

The Board of Public Utility Commissioners by their report and decision of December 13th, 1915, undertook to determine the reasonableness and justness of the action contemplated by the company of discontinuing the sale of six-tickets-for-twenty-five-cents, each ticket having the value for transportation purposes of one five-cent fare.

Having set aside all jurisdictional and legal questions, the board assumed the task of solving the problem of whether gross revenues received by the company from the transportation of passengers were sufficient to meet all expenses. The solution of this problem involved consideration by the board of all

the evidence offered which included studies made by its own employes and a careful examination of past and present tendencies, as indicated by the evidence, which would affect future revenues and expenses. This latter point is of particular importance because any increase in the revenues of a company can not well be made retroactive, but must be designed to meet future requirements.

For convenience of examination the annual expenditures are distributed under two main headings, namely:

(1) Operating costs, including operating expenses, maintenance and depreciation and taxes.

(2) Return on capital.

It is obvious that gross revenues should be amply sufficient to meet operating costs, plus return on capital, and leave a surplus sufficient to enable the company to secure further capital investment for the extensions and additions made desirable by the needs of a growing community. In other words, gross revenues must equal operating expenses plus maintenance and depreciation expenses, plus taxes, plus return on capital, plus surplus.

Total expenses exceed total revenue.

The evidence showed that expenses during the period from January 1st, 1911, to October 1st, 1915, increased much faster than revenue. From and after January 1st, 1914, the gross revenues were not sufficient to meet operating costs and a return on capital, but left a deficit instead of a surplus.

Total revenue for the year 1911	$691,947.80
Total expenses for the year 1911	614,670.65
Surplus	$77,277.15
Total revenue for the year 1912	$715,685.70
Total expenses for the year 1912	685,259.25
Surplus	$30,426.45
Total revenue for the year 1913	$770,954.57
Total expenses for the year 1913	734,694.92
Surplus	$36,259.65
Total revenue for the year 1914	$776,548.48
Total expenses for the year 1914	812,418.53
Deficit	$35,870.05
Total revenue for the year 1915	$753,860.99
Indicated expenses	871,076.06
Anticipated deficit	$117,215.07

It will be noted from the above that after January 1st, 1914, the expenses had grown to such an extent that revenue could no longer provide for them. This consequent elimination of annual surplus must tend to prohibit the company from securing capital for further additions and betterments to the property. This tendency for expenses to increase more rapidly than revenue during the past few years is country wide. It has resulted in a number of increases in fares being allowed common carriers throughout the country. Application for such increases are con-

stantly increasing. The evidence before the commission showed a continuous diminishing margin between the receipts and the expenses of the company until during the year 1914, a deficit was shown. This deficit largely increased for the first nine months of 1915. The evidence further showed that this tendency for expenditures to rapidly increase was due to the demands of the public for better and more expensive service resulting in improved rolling stock, track, pavements and power facilities, and to constantly increasing taxes, wages, and advances in prices of materials. There is no indication of a change in this respect.

During the seven years ending December 31st, 1914,

Annual expenditures for taxes increased	109%
Annual expenditures for wages increased	82%
Annual expenditures for operation (including maintenance but not including taxes) increased	70%
While annual gross revenue increased only	47%

The evidence having, therefore, shown that this continuous tendency for expenses to increase faster than receipts had reached a point in 1914 where annual surplus had not only been wiped out, but where a deficit existed. In meeting expenses, it only remained, first—to be convinced that all reported expenditures had actually occurred, and second—that these expenditures actually made, were justified by the operation and maintenance of the property in question.

All expenditures actually made.

As to the first point, the books of the company are subject to the supervision of the Board of Public Utility Commissioners. They are kept in the manner prescribed by that board. An annual report is made to the board giving all information required by them and during the investigation in question a special examination of the books of the company was made by the employes of the board. No charge was made and no question was raised during the hearings nor is there any evidence to show any expenditure reported which was not actually made.

Annual expenses not excessive.

As to the second point, namely—Were the annual expenditures which resulted in a deficit in 1914, greater than justified by the operation and maintenance of the property in question?

The expenditures were reported in the evidence under the following headings: Operating expenses, maintenance (including depreciation), taxes and return on capital represented.

The uncontradicted evidence was that the operating expenses of the system during the year 1914, including maintenance and depreciation, but excluding taxes, amounted to 13.9 cents per car mile. On other systems for same period operating expenses per car mile were as follows:

Scranton, Pa.	21.2 cents
Albany, N. Y.	17.6 "
Worcester, Mass.	21.2 "
Des Moines, Iowa	17.9 "
Springfield, Mass.	20.3 "

The evidence also shows that estimates by the representatives of the city of Trenton placed the proper average annual depreciation expenses at $95,000.00 while the company estimated a fair annual maintenance and depreciation expenditure at $135,000.00. The actual annual expenditure for maintenance and depreciation of the prosecutor were:

1911	$38,208.68	1912	$42,813.80
1913	61,480.47	1914	69,710.09

In considering the relation between revenue and expenditure during the years 1911 to 1914, inclusive, the board in its report confused the issue and incorrectly stated the facts by averaging these items for the four years.

The board says (page 9 of report):

> "The operating revenues have shown an increase each year from 1911 to 1914, the average for the four years being $736,840.38. The operating expenses have also increased each year, but not in the same proportion, the average for the four years being $389,923.34. Taxes have shown an increase each year, average for the four years being $45,061.89. The operating income or net revenue has not shown the same increase as has been the case with the gross revenue * * * *. The average net revenue for the four years being $301,856.00."

The following is a statement of revenues and operating costs for the years from 1911 to 1914:

	Operating Revenue	Operating Expense	Taxes	Net Revenue
1911	$691,947.80	$331,011.83	$36,712.88	$323,012.62
1912	715,685.70	373,029.19	44,997.57	295,536.61
1913	770,954.57	408,825.97	47,810.69	312,006.47
1914	776,548.48	446,826.37	50,971.54	276,866.87

Increase 1914 over 1911	84,600.68	115,814.54	14,258.66	Decrease 46,145.75

The board confused the issue by averaging the expenditures for the four years thereby obscuring the tendency for expenses to increase faster than revenue and thereby obscuring the fact that the prosecutor will have to meet in the years to come the last increases in expenses, not the average expenses for a number of years. In other words, there being a constantly decreasing margin between annual receipts and expenses the average margin for a series of years will necessarily be much larger than the margin for the last year of the series or more particularly for the years to come. The years to come are the only ones which would be affected by a contemplated increase of revenue.

The board incorrectly stated the facts, first—by saying that (Record, vol. 2, page 841), the operating expenses have not increased in the same proportion as the operating revenue. The reverse is the case. Operating expenses increased faster than operating revenues. Operating revenue increased during the four years by $84,600.68.

Operating expenses increased during the same period by $115,814.54.

The board stated that net revenue has not shown the same increase as has been the case with gross revenue. The fact is that net revenue has shown a decrease of $46,145.75 during the same period. This is no increase.

Although the evidence shows that operating expenses are low as compared with other properties and that maintenance and depreciation charges will continue to increase, the commission in its report

stated (Record, p. 842), that operating expenses for the year 1914 were unusually heavy and unjustifiably intimated that they probably would be lower in future years.

Taxes annually increasing.

The amount of taxes are beyond the power of the company to control. They have increased during the four years ending December 31, 1914, by $14,258.66. Although the evidence showed that a further large increase was indicated for the year 1915 this fact was apparently not considered by the commission in arriving at its decision.

It is, therefore, clear from the evidence that operating expenses were rather low than high. Both operating expenses and taxes which with the other expenses resulted in a deficit after January 1st, 1914, showed a tendency to further increase.

The evidence showed (pp. 171 and 172), that while the actual deficit for 1914 amounted to $35,870.05, if the estimated annual average requirements for depreciation, namely—$135,000.00, had been applied for depreciation purposes the deficit for that year would have been increased to $75,870.05.

For the year 1915, the evidence showed an indicated deficit of $117,215.07 in view of decreasing receipts and increasing expenditures.

Probable deficit in 1915.

Gross receipts, 1914	$776,548.48
Decrease to Oct. 1st, 1915	22,687.49
Estimated receipts, 1915	$753,860.99

Operating expenses, taxes, rehabilitation for year 1914		$523,861.78
Balance for depreciation fund, bond interest and rentals		$229,999.21
Depreciation fund less maintenance		65,000.00
Balance for bond interest and rentals		$164,999.21
Interest on bonds	$190,172.61	
Rentals	92,041.67	
Total		$282,214.28
Amount available as above		164,999.21
Anticipated deficit		$117,215.07

The commission in its report apparently did not consider this evidence. From the above it must be clearly evident:

First. That operating costs are lower than is usual with similar properties.

Second. That operating costs are annually increasing.

Third. That revenues from the transportation of passengers are no longer sufficient to meet expenses.

It then becomes necessary to examine the expenditures which were made for account of return on capital in order to determine whether they were greater than justified by the operation and maintenance of the property.

This problem divides itself into two lines of study:

First. What percentage on the capital represented is a reasonable annual expenditure?

Second. What amount of capital is reasonably represented by the property under consideration?

Reasonable rate of return on capital.

As to the first question—if limitations on return to capital are at all to be adopted, it is obvious that this reasonable percentage must be greater than the cost of obtaining capital, because a surplus must exist if the company is to secure further capital investment for additions and extensions needed by a growing community.

The Public Utility Commission in approving the sale of $500,000.00 6% bonds (Record, pp. 853, 863, 866), authorized the company to sell at 88, thereby approving a cost for capital of 6.82 per cent. Cost to traction companies of securing capital in several specified instances was shown to range from 7.9% to 8.7% (Record, pp. 385 and 386), and 10% was recommended as a just and reasonable allowance for annual return on the capital represented in order to assure a surplus by means of which additional capital could be secured to provide for the additions and extensions yearly necessary to meet the needs of a growing community.

Amount of capital represented by property.

The second question—what amount of capital is reasonably represented by the property under consideration involves three separate studies, viz.:

A. Par value and market value of all outstanding securities.

B. The actual investment in the property as determined from the company's books, if there are in existence sufficient records to ascertain such investment.

C. The cost of reproduction of the property taking into consideration original investment prices as well as those prevailing at present.

Evidence was produced in the brief under the first of these studies to show that the par value of total outstanding securities amounted to $4,550,000.00 and on (pp. 201, 204, 207), it was shown that the market value did not greatly differ from the par value.

In making the study indicated by B it was found that construction had been first commenced during the year 1859 and that while books showing complete operations during recent years were available there was no continuous record extending back to the early years of the enterprise. It was, therefore, impossible to draw up from the books even an approximate statement of the total investment in the property.

Before commencing the study indicated by paragraph C it became necessary to consider what elements properly enter into an estimate of the cost of reproduction new of a traction property.

In the first place it must be constantly borne in mind that the valuation of such a property for rate making purposes is an effort to determine the investment in that property, plus whatever increases may have taken place in investment values.

As the evidence shows (references to be made later), the various elements entering into the cost, involving investment in a property, are:

Physical costs consisting of tracks and roadway; paving; right of way; bridges, and culverts; special work; overhead construction including feeders; rolling stock and equipment; car houses; repair shops; tools and stock with adjacent real estate; power station and equipment with adjacent real estate.

Overhead charges during construction consisting of omissions, interest and taxes during construction, insurance and casualties during construction, administration and organization expenses during construction and contractor's profit.

Intangible or going concern value.

Franchise value.

Working capital.

Allowance for deficiency of return on capital during past years.

As the evidence shows three estimates were made of the cost of reproduction new of the property. One of these was made in 1910 by the chief engineer of the board, Mr. Betts, in connection with studies then being made by the board involved in approval of leases. One was made in the year 1910 by Rankin Johnson, president of the company, for the information of the company. One was made during the year 1915 by Messrs. Rand and Brackenridge, representatives of the city of Trenton.

Estimates of cost of reproduction new of physical property of traction companies in and about Trenton now operated by the Trenton and Mercer County Traction Corporation:

	Betts	Johnson	Rand and Bracken-ridge
	1910	1910	1915
Tracks and roadway	$974,100.00	$1,400,000.00	$695,527.19
Paving	322,100.00	400,000.00	358,845.02
Right of way	36,350.00	100,000.00	110,025.00
Bridges and culverts	14,800.00	50,000.00	
Special work		150,000.00	70,662.00
Overhead construction including feeders	132,650.00	320,000.00	307,100.30
Rolling stock and equipment	408,000.00	350,000.00	400,000.00
Car houses, repair shops, tools, stock, and adjacent real estate	134,750.00	140,000.00	155,900.00
Power station and equipment with adjacent real estate	365,000.00	300,000.00	265,500.00
Signal system			1,052.75
Total	$2,387,750.00	$3,210,000.00	$2,364,612.26

Each of these estimates was made hastily in a space of time too short for a careful detailed examination of the property. Not more than three weeks' time was used in the preparation of the estimate of either Mr. Betts or of that of the representatives of the city and in both cases not all of that time was so occupied.

Such hasty examination and preparation must necessarily have caused the overlooking and omission of many items as indeed was shown in the evidence.

A great deal of testimony was taken at the hearings concerning these estimates.

The board in its report was of the opinion that the "best estimate" could be made by taking Mr. Betts'

estimate which he submitted in February, 1911, making such adjustments in it as the evidence justified and adding expenditures made since 1910 properly chargeable to capital account.

In other words, the board proposed to take the Betts report as a base and build from it by means of records and other data contained in the evidence a fair valuation of the property.

They then proceeded to make deductions from the Betts figures entirely unjustified by the evidence and records and they failed to make additions which had clearly been shown in the evidence to have been omitted in the Betts estimate, finally, arriving at a physical valuation $846,530.00 below that clearly represented by the property and justified by the evidence.

Adjustments in Betts estimate.

In making his estimate Mr. Betts did not have in hand data upon several points and by reason of the lack of this data the estimate of Mr. Betts was low.

Track and roadway.

In its report the board states "After an examination of the testimony of the several witnesses as to unit prices the estimate of Mr. Betts will be allowed to stand as the value new in 1911. The same may be said with regard to paving."

In the item of track and roadway the estimate of Mr. Betts was $974,100.00. Mr. Betts in making up this amount estimated $14,000 to $14,500, per mile for track within the city of Trenton. Track in the

city costs $22,000.00 to $23,000.00 per mile exclusive of paving. It is perhaps true that some of the girder track in the city was not built according to present high standards. It would be proper to make some allowance for this. There are, however, forty-one miles of girder rail tracks inside and outside of the city which should be included in the higher rate of cost of construction and thirty-one miles of T rail track which should be estimated at at least $14,000.00 per mile. These estimates would include necessary grading but would not cover paving, bridges or special work. A moderate estimate would be

41 miles of girder rail track @ $20,000.00	$820,000.00
31 miles of T rail track @ $14,000.00	434,000.00
	$1,254,000.00
Estimate adopted by the board	$974,100.00
Deficiency of estimate by board	279,900.00

Paving

In Mr. Betts' study of the property, he found 193,000 square yards of paving which he estimated at $1.67 per square yard. Records of the company show more than 200,000 square yards of paving with an average cost per square yard of $2.20. The engineer of the city of Trenton in his statement (Record, p. 1070), shows 167,000 square yards of paving laid at an average cost of $2.19 per square yard. Under the statement shown on page 1004 of the Record 31,593.8 square yards of paving are indicated which were not included in Mr. Swan's statement shown on page 1071 of the Record. On page 1003 of the Record there is shown a statement locating

4,380 lineal feet of paved track not included in Mr. Swan's statement. To summarize Mr. Swan's statement of square yards of paving 167,000 square yards

Additional paving outside of city	31,592	"	"
Additional paving within the city	4,380	"	"
	202,973	"	"

at average price for paving $2.20 per square yard. Total cost of paving $446,540.00. The amounts allowed by the board for paving $322,100.00. Deficiency of board's estimate for paving $124,440.00.

Right of way.

Right of way was estimated by Mr. Betts at	$36,350.00
The company's estimate of value of right of way was	100,000.00
Messrs. Rand and Brackenridge estimated the assessed value of right of way at	110,025.00

The board added to Mr. Betts' estimate for right of way $22,000.00 on account of a section which he had omitted along the Princeton line; also an addition of $6,750.00 was allowed for omitted piece of private right of way along the Trenton Junction line, making total additions for private right of way $28,750.00.

The board then deducted $875.00 for piece of private right of way at Yardville, part of which is being used for station at that place and $16,875.00 for a

piece of land covering somewhat more than 90 acres, part of which is leased by this company as an amusement park and from which the company cuts nearly all the supply of hay needed for its horses. To summarize allowances for right of way:

Mr. Betts' estimate	$36,350.00
Additions by board	28,750.00
Total	$65,100.00
Deductions by board	17,750.00
Amount allowed by the board for right of way	$47,350.00

It is submitted that the cost of replacing the right of way which amounts to somewhat less than 50,000 lineal feet and including station grounds and a 90-acre tract of land very useful to the company would be at least 100,000, which would leave a deficiency in the allowance by the board on this item of $52,650.00.

Bridges and culverts.

Mr. Betts' estimate of cost of replacing the bridges and culverts existing at the end of the year 1910 was an illustration of one of the subjects on which he lacked data. Mr. Betts, in his estimate, allowed $14,800.00 for bridges and culverts. No allowance was made by the representatives of the city to cover bridges and culverts. The representative of the company estimated the value of bridges and culverts in 1910 at $50,000.00. The board states in its report with regard to this item: "There appears to have been an omission of certain bridges." In the testi-

mony in this proceeding it is clearly shown that the cost of reproduction for all the bridges found in this system will approximate $50,000.00. The board, therefore, added the sum of $35,200.00 to Mr. Betts' estimate for bridges and culverts. This is considered reasonable and no additions are now suggested to the estimate of the board for this item.

Special work.

Mr. Betts, in his estimate, did not make any allowance for the value of special work. Messrs. Rand & Brackenridge allowed $7,662.00. The estimate by the company showed that the cost of reproduction of special work would amount to $150,000.00. On page 1006 of the record a statement based on quoted manufacturer's prices shows that cost of material at the factory for special work existing in 1910, with estimated cost of installation, would amount to $167,766.00. This is a very low estimate and should be added in its entirety as no allowance for special work was included by the board in its report.

Overhead construction including feeders.

In Mr. Betts' estimate he allowed for the cost of overhead construction including feeders $132,650.00. The estimate of Messrs. Rand & Brackenridge on this item as of the year 1915 was $307,100.30. The amount allowed in the estimate by the company for overhead construction including feeders as of year 1910 was $320,000.00. The board states in its report that the evidence showed that in Mr. Betts' estimate an insufficient amount was allowed for copper feeder.

The board also stated that there appeared to be insufficient allowance in the estimate for track bonds. The board did, however, accept the Brackenridge estimate of $307,100.30, plus allowance of $5,000.00 for overhead special work at the draw bridges as their estimate of the cost to reproduce the overhead construction including feeders as of the year 1915. This was done by the board, although the company had shown (Record, pages 775-778) that the Rand & Brackenridge estimate for material in overhead construction was calculated at prices much too low. On (page 987) of the Record, it is shown that the value of the copper wire alone in the overhead structure, not including cost of transportation, would equal $190,000.00. The cost of transportation and installation of this wire with the cost of the material and labor required to erect poles and overhead structure along the 70 miles of track could not be done for $2000.00 per mile or $140,000.00, making the total cost of replacing the overhead structure, including feeders as of 1910 at least $320,000.00. Messrs. Rand and Brackenridge in their estimate not only omitted certain items of feeder line but calculated the whole structure on a depreciated price basis. Mr. Brackenridge allowed 50¢ for each rail bond installed. Each rail bond costs 65¢ installed. Mr. Brackenridge allowed from 14¢ to 15¢ per pound for copper wire. The company has paid from 16¢ up. Mr. Brackenridge allowed $13.00 for the cost of steel trolley pole. The company has to pay $21.83 for such poles at the factory. All the other items in Mr. Brackenridge's estimate of the cost to reproduce overhead construction were on an equally depreciated basis.

The board then took the Brackenridge estimate, deficient in both price and quantity, and made the following calculations:

Brackenridge estimate	$307,000.00
Overhead specials	5,000.00
	$312,000.00
Deduct cost of additions since 1911, added hereafter in allowance for additions made since 1910	16,906.00
Estimated value 1911	$295,094.00
Deduct estimate in Betts' report of 1911 and already included	152,547.00
Amount to be added for fair value of overhead construction	$142,547.00
Taken as	$142,550.00

In this calculation there is clearly an error amounting to $19,897.00 for the reason that the board deducted on account of estimate in the Betts report of 1911, as already included, an item of $152,-547.00. The amount of the Betts estimate for overhead construction including feeders was only $132,-650.00. The total allowance by the board for overhead construction including feeders was, therefore, the sum of the Betts allowance for this item amounting to $132,650.00 and the board's additional allotment of $142,550.00, making $275,200.00. This estimate is deficient by an amount of $44,800.00, which would bring the board's allowance for cost of reproduction of overhead construction including feeders as of 1910 to a total of $320,000.00.

Rolling stock and equipment.

The board allowed Mr. Betts' estimate amounting to $408,000.00 to stand after having deducted the sum of $50,370.00 on account of ten cars which were included in Mr. Betts' estimate, and also included in the amount expended since December 31st, 1910, and, therefore, properly deducted in this instance. This made the board's allowance for rolling stock and equipment as of the year 1910 amount to a total of $357,630.00, which is considered reasonable.

Car houses, repair shops, tools and adjacent real estate.

Under this heading Mr. Betts made an allowance as of 1910 of $134,750.00. The company's estimate under this heading as of 1910 was $140,000.00. Messrs. Rand and Brackenridge allowed as of 1914, $155,900.00. The board states concerning this item of value "with the exception of real estate which has been referred to above, we see no reason to make any adjustment in the amount allowed in the Betts estimate." As a matter of fact the board did make several reductions in the amount allowed under this heading by Mr. Betts. From this $134,750.00 allowed by Mr. Betts, the board first deducted, as eliminated from consideration, the estimated value of the old horse car barns which they placed at $26,887.00, leaving $107,863.00 still in the Betts estimate. From this $107,863.00, the board then deducted $3,000.00, which they allowed for office furniture, supplies and office cash, and $24,000.00, which they allowed for material and supplies and fuel. A careful examination of the

Betts report fails to disclose any allowance by him for material and supplies and fuel. This left $80,-863.00 for car houses, repair shops, machinery, tools and adjacent real estate. The real estate belonging to the company fronting on Lalor Street, Davies Street and Second Street was shown at the hearings to have a value of $20,000.00. $12,350.00 was allowed by Mr. Betts for machinery and tools and included in his estimate of the cost to reproduce the car houses and shops. Deducting these two items leaves $48,-513.00 for the estimate allowed by the board for reproduction new of car houses standing in 1910. Mr. Betts, himself, in 1910, estimated that it would cost $50,000.00 to reproduce the car barn facing on Lalor Street alone. It seems unnecessary to show further how unjustifiably small was the allowance by the board under this heading. $140,000.00 should be the minimum estimate allowed for cost of reproduction under this heading. This does not include stores or fuel. The board in its report allowed, not including stores or fuel, $80,863.00. In arriving at this allowance of $80,863.00, the board had excluded $26,887.00 for account of the old horse car barns, most of which are being used by the company for a stable and storage yard. The board, in fact, allowed only $80,-976.00, which should be increased by $59,024.00 to bring the allowance to the $140,000.00, which is a minimum estimate for cost to reproduce the car houses, repair shops, machinery, tools and adjacent real estate.

Power house and equipment with adjacent real estate.

Mr. Betts in his estimate allowed $365,000.00 as the cost of reproducing the power house with its equipment and adjacent real estate. Mr. Betts, in making this estimate, allowed $50,000.00 for the cost of reproducing the power house building. It was shown at the hearings that based on the cost of the addition which was made to the power house building since 1910, the original building would have cost $80,000.00 to reproduce, not including the stacks or the retaining wall which was erected along the adjacent creek to prevent flood waters from entering the power house building. Mr. Betts has a thorough knowledge of the development of electric machinery having been associated in his engineering experience with undertakings which have made him unusually familiar with all the stages of development of such machinery. Mr. Betts, in making his estimate of the cost of the machinery in the power house, was able through his knowledge of the dates of purchase of the different machines and his familiarity with the selling prices to attach to each machine the probable cost to the company. This resulted in his having allowed as the probable investment by the company for power house machinery an amount which averaged $120.00 per kilowatt for machinery having a capacity of 2200 kilowatts, or total allowance for such machinery of $264,000.00.

The board, in making adjustments to Mr. Betts' estimate under this heading, first—eliminated 300 kilowatts at $120.00 per kilowatt, from Mr. Betts' estimate on account of the fact that one machine had been removed from the power house since 1910, hav-

ing a capacity of 300 kilowatts. This deduction was justifiable and amounted to $36,000.00. The board then deducted $30.00 per kilowatt for the remaining machinery having a capacity of 1900 kilowatts, thereby reducing Mr. Betts' estimate of investment in this machinery by the sum of $57,000.00. The board then further reduced Mr. Betts' estimated investment in a 750 kilowatt unit, by $22,500; this deduction being at the rate of $30.00 per kilowatt, on the ground that this unit was nearly obsolete. This was done, although the company had shown that they had received bids from manufacturers agreeing to put this machine in first-class condition for the total cost of $5,000.00. The total deductions made by the board in Mr. Betts' allowance on this 750 kilowatt machine amounted to $60.00 per kilowatt or $45,000.00, although for $5,000.00 it could be put in first-class condition, and although Mr. Betts with his knowledge and experience along this particular line had estimated that the investment by the company in this machine with its necessary adjuncts must have been $90,000.00. The board then reduced Mr. Betts' estimate by $2500.00 on account of two 125 H. P. boilers which were permanently out of use when Mr. Betts made his estimate, and which were, therefore, probably not included by him, and which in any case would have been eliminated as part of adjuncts to the 300-kilowatt machine which the board discarded as indicated above from Mr. Betts' estimate. The board then reduced Mr. Betts' estimate by $950.00 on account of a battery booster which is still in use, in good condition and giving very satisfactory service. The board then deducted from Mr. Betts' estimate $20,000.00 on account of two storage batteries, although the buildings are still available for use and one of them is being used as a store room and work shop.

We contend that Mr. Betts' estimate should have been increased in the sum of $30,000.00 for deficiency in Mr. Betts' allowance for the power house building. This building was constructed on loose gravel with quicksand strata and on a necessarily heavy foundation which was probably not known to or considered by Mr. Betts in his estimate. We contend that Mr. Betts' estimate should be reduced by only $36,000.00 on account of 300 kilowatt unit discarded since 1910 and by not more than $5,000.00 on account of the 750 kilowatt unit and by not more than $10,000.00 for the two storage batteries. This would make total deductions from Mr. Betts' estimate of $51,000.00. Then the board allowed an increase of $2,000.00 in Mr. Betts' estimate for real estate adjacent to the power house. This should be added to the $30,000.00 on account of power house building cost, making total additions to Mr. Betts' estimate of $32,000.00.

Mr. Betts' estimate for power house and equipment with adjacent real estate	$365,000.00
Total deductions	51,000.00
	$314,000.00
Total additions	32,000.00
	$346,000.00

After adjusting Mr. Betts' estimate under this heading, the board allowed only $228,050.00 This should be increased by $117,950.00 in order to make the total allowance under this heading $346,000.00.

Additions to be made to the estimate allowed by the board as indicated above.

Track and roadway	$279,900.00
Paving	124,440.00
Right of way	52,650.00
Bridges and culverts	
Special work	167,766.00
Overhead construction including feeders	44,800.00
Rolling stock and equipment	
Car houses, repair shops, tools, and adjacent real estate	59,024.00
Power house and equipment with adjacent real estate	117,950.00
	$846,530.00

By making adjustments indicated above, Mr. Betts' estimate would be as follows:

Estimate by Mr. Betts of the cost of physical property as of 1910, revised as suggested above.

Track and roadway	$1,254,000.00
Paving	446,540.00
Right of way	100,000.00
Bridges and culverts	50,000.00
Special work	150,000.00
Overhead construction, including feeders	320,000.00
Rolling stock and equipment	357,630.00
Car houses, repair shops, tools and adjacent real estate	140,000.00
Power house and equipment with adjacent real estate	346,000.00
Total physical costs	$3,164,170.00

Overhead charges during construction.

Much testimony was taken at the hearings concerning the subject of overhead charges during construction and the allowances which are customarily made to the estimates for other physical costs under this heading. Overhead charges during construction is included as an addition to physical costs, not as an item under intangible values.

Mr. Frank R. Ford, of the engineering firm of Ford, Bacon and Davis, one of the oldest and best-known engineering firms in the country, testified concerning customary allowances under this heading, as indicated on pages 196, 197, 198 of the Record.

In Mr. Betts' estimate as of 1910, he included an allowance, for account of engineering contingencies, amounting to $216,720.00, which he added to his estimate of the cost of physical property. In Mr. Betts' report, dated February, 1911, he says in regard to this allowance: "With the exception of an allowance for engineering contingencies, no attempt has been made to estimate the cost of organization, experimentation due to changes in methods of operating, good will, franchise value, or expenditures during constructions, for interest, taxes, insurance or casualties." In the estimate of physical values prepared by the representatives of the city, an allowance was made for "contingencies including engineering, superintendents, omissions, administrations, management, insurance, incidentals and builders' risk" amounting to $354,691.84.

In Mr. Ford's testimony above referred to, he states:

> "I think that to Mr. Betts' estimate should be added certain percentages which go to make up

what is usually called an overhead precentage on construction, for instance, he omitted, as he so stated, insurance and taxes during construction which would amount to somewhere between 5 and 10% of the physical value. I should also judge that the percentage which he testified as having allowed for incidentals, engineering and contractor's profit of from 12 to 15%, would be too small. The estimate which he made was, evidently from his testimony, a very approximate estimate and not made in sufficient detail to warrant such a small charge for those parts of the overhead percentage."

Mr. Ford further states in his testimony in regard to his own experience as follows:

"In regard to the question of engineering and contractor's profit, I would say that in my own experience in a number of cases throughout the country, the usual charge for engineering for the construction of a system of this character would amount to between five and ten per cent., and the contractor's overhead charges and profits would usually amount to as much more. In addition to these there would be the administration cost of the company itself during the construction period, which might amount to as much as five per cent. If, however, you group these three things in an engineering contracting organization, you might reduce the total to, say, fifteen per cent. To that amount you should add the item of contingencies or incidentals, the size of which percentage would depend largely, in the case of a valuation, to how carefully that valuation is made. In the case of an approximate valuation, such as Mr. Betts has testified to, I

think that percentage would have to be larger than what he has testified to. In other words, it would be more than, say, five per cent. If you add the interest and taxes during the construction, I should think the total of those overhead charges in the case of an approximate estimate such as this one was testified to be, would run to probably thirty per cent."

The following is a statement of the minimum percentages customarily added to estimates of costs of reproduction new of properties, on account of overhead charges during construction as described above:

For interest and taxes during construction	5%
For omissions, contingencies and incidentals	10%
For engineering	5%
For contractor's profits	5%
For administration during construction	5%
Total	30%

The board, in its report, states in regard to overhead charges during construction:

"For overhead charges we consider the allowance of 15% sufficient to cover engineering, errors and omissions, contingencies, and interest during construction, considering the piecemeal manner in which a number of these roads and extensions were constructed. Calculated upon the items subject to such charges, we obtain the amount of $324,000.00 which will be included.

"We allow for organization expenses at 2½% upon bare structural cost, which for this purpose will be assumed to be $2,500,000.00 $62,500.00

"In view of all of the circumstances in this case, we allow for contractor's profit, the sum of $140,000.00. We regard this sum as liberal in any circumstances."

The total amount allowed by the board under this heading was, therefore, $526,500.00, which the board states was made up of 15% for certain items, 2½% for other items and the sum of $140,000.00 for contractor's profit. Evident efforts of the board to reduce their estimate of valuation of property by every means is seen in the application of these percentages. They were applied after deducting nearly $300,000.00 from the estimate of physical value on account of depreciation. Why should not this allowance have been calculated on what the physical property was estimated to have cost new? Surely no depreciation had occurred during construction.

We believe that at least a minimum percentage indicated above should be added to the estimate of the cost of reproduction of the physical property new in order to arrive at a reasonable allowance for overhead charges during construction. The sum of these minimum percentages has been shown to be 30%, which applied to the estimated cost of the physical property new, as of 1910, which has been shown to be $3,164,170.00, would amount to $949,251.00.

The board's allowance under this heading of $526,500.00 was, therefore, deficient by the sum of $422,751.00.

Revised estimate of cost of physical property as of 1910	$3,164,170.00
Allowance for overhead charges during construction	949,251.00
Total	$4,113,421.00

Accrued Depreciation

The board deducted from Mr. Betts' estimate on account of depreciation the following amounts:

For power house machinery	$ 79,500.00
For single truck car bodies	100,000.00
For track, roadway and overhead system	120,000.00
Total	$299,500.00

Much testimony was given concerning the subject of depreciation, particularly as an element to be considered as entering into the estimated value of the property for rate-making purposes. It was believed by the company that since the valuation of a property for rate-making purposes is an effort to arrive at the investment in that property, plus any increases which may have occurred in investment values, that no deductions should be made from such estimate on account of supposed depreciation. Any such deductions from the estimated cost to reproduce a property would have the effect of reducing the rate, thereby diminishing the ability of the company to meet such depreciation.

Mr. Ford stated in his testimony, on page 189:

> "* * * in a rate case, I would not figure depreciation in arriving at the capital value on which a rate of return was applied to obtain the proper rate of fare."

> "I think if the property of the street railway company is properly maintained and if it is adequate for the purpose that the value of the service rendered, the street car ride is just as much, whether the property is brand new or whether

it is 25% worn out or any reasonable percentage of depreciation. I think it is the same question which would arise in the case of a water company, the water is worth just as much to the consumer whether the pipe is new pipe or 25 years old."

Again on page 190, Mr. Ford states as follows:

"I think I would not depreciate the capital value represented by the cost of reproduction new in a rate case, because I think the rate of return has to be applied to the cost new, which is the real investment or the capitalization, assuming that that represents the investment. I think that if you apply a rate of return to a depreciated value you do not get the correct result for ascertaining the rate of fare, for the reasons which I started to say. The first reason was the question of the value of the service. You might take another illustration, the question of electric energy. These lights will burn just the same and are worth just as much whether the wire is new or depreciated. The same thing, another illustration, would be the taxicab, assuming that the taxicab is properly repaired and maintained, they charge just the same to travel from the Pennsylvania station here, whether the taxicab is new or twenty-five per cent. depreciated. In order to get the point of view, we take the taxicab. If you are about to buy that taxicab, you would then want to take off the depreciation, but if you are fixing a rate of fare for that taxicab, you would not do it, you should not do it."

We respectfully submit that in the present case nothing should be deducted for depreciation. In the

first place, this theory of depreciation is supported in the opinion of the Supreme Court by the case of *Wilcox vs. The Consolidated Gas Company,* 212 U. S. 19. This case was one where the question to be considered was one of confiscation, and it was not a case where a rate was to be fixed. It is respectfully submitted that the trend of the latter decisions has been to recognize this distinction, and only in cases where the question was one of confiscation has there been a deduction for depreciation in order to ascertain present value. This distinction has also been recognized in the recent decisions of many commissions. The New York Service Commission (Buffalo cases) found present value to be the investment made, plus the unearned increment on real estate, no allowance being made for depreciation. The Nevada commission in the case of Ely Light and Power Company recently decided that present value was the cost of reproduction new. In the consideration of the Minnesota rate case by the commission, the commission of Nevada stated that the court in that case "nowhere lays down the rule, that in the actual work of rate making, the body which is invested with such power must consider only the depreciated value."

To the same effect, see the decision of the Public Service Commission of Montana in the case of the *City of Helena vs. The Helena Light and Railway Company.* See also the further decision of the Wisconsin commission. *Fullmer vs. Wausau Street Railway Company,* 5 W. R. C. R. 114 (page 127); *Hill, et al., vs. Antigo Water Co.,* 3 W. R. C. R. 623; *City of Whitewater vs. Whitewater E. L. Co.,* 6 W. R. C. R. 132, (page 138).

The St. Louis Public Service Commission in the case of Union Electric Light and Power Company, of St. Louis, declared for the principle contended for. In this case the commission said:

> "In depreciating to arrive at the present value of the depreciable property, the commission does not consider it fair to make deductions for anything but the present physical condition, and for items where it is plainly apparent that the property has become obsolete and inadequate. The usual estimate of the life of the different parts of a public service property, so far as they deal with obsolescence or inadequacy, are extremely problematical. These elements should not be generally taken into account in determining the present value."

See also the opinion of the same commission in the Southwestern Tel. & Tel. Co. case.

The Connecticut Public Utility Commission has fully accepted this theory in the case of *Bowers, et al., vs. Connecticut Company.* Other cases could be cited, but these are sufficient to show that in fixing a rate the company is entitled to have its property valued at a valuation which does not deduct accrued depreciation.

In recent decisions of the New Hampshire and Massachusetts commission it has also been held that it is only equitable, where a company has not paid out in dividends sums which should be set aside for depreciation in the modern system of account, that nothing should be deducted for depreciation, but that the rate fixed by the commission should permit an ample fund for depreciation to be set aside to be utilized when needed for the replacement of the utility's physical property.

Intangible or going concern values.

As recorded on page 64 of the Record, the following question was asked Mr. Betts:

> "Did you include anything in your valuation except tangible property?"

Answer by Mr. Betts:

> "Only tangible property is included in this."

Mr. Ford, in his testimony, stated (Record, page 198):

> "I think there is an element of value which is sometimes called going concern value, sometimes called intangible value and sometimes called cost of development, which has to be added to the cost of producing the physical property."

On page 199, Mr. Ford states:

> "It would take several years to develop the traffic which would be the normal traffic per capita of the property. It takes time, in other words, to educate the people to travel on any system of transportation. Then the organization of the company, the personal organization, and the physical property has to be broken in, all of which involves expense. I think those are some of the elements which enter into the going concern value or the cost of development. In addition, however, there is the cost, the original cost of securing the rights and capital which are necessary to produce the physical property. I have, in a number of these other cases, made an inventory of what transpires from the original

inception of the idea of building a street railway to the time when the street railway is built, and by taking that list and giving values, estimated values to each item on the list in several of these other cases of appraisal, I have developed an idea or opinion of what that would cost in the ordinary street railway property. I have also in a number of these cases been familiar with the value which has been applied to the intangible part of the value of the property, such, for instance, as was allowed by the city of Chicago in the traction settlement of 1906, where this intangible value amounted to about forty-three per cent. of the cost of construction."

Again, on page 242, Mr. Ford states:

"I believe I testified as to the method of valuing going concern value or intangible property by making as far as possible a list of the intangible items and placing values upon them, which I have done in a number of cases in other street railway companies. In addition to that I mentioned the Chicago valuation, where approximately forty-three per cent. was allowed for the intangible value, and another appraisal that I was familiar with is the Cleveland appraisal, made under the supervision of Judge Taylor. In that case the intangible value which he allowed represented between twenty-five and thirty-eight per cent. of the physical value, depending on which column you placed certain items in. In one case, if you placed certain items in intangible value, it would make it a little larger, and if you placed them in physical value, it would make them smaller. It was rather difficult to subdivide the two classes in some of his

> items, but it would not be less than twenty-five per cent. nor more than thirty-eight per cent. of the physical value. From these cases and from my experience, I should say that I think somewhere from twenty-five to fifty per cent. of the physical value would be a reasonable allowance for intangible value or going concern value, or whatever name you might give it. I might say in addition, that if we could arrive at the cash investment in this property, there would be little, if any, going concern value to be added, because the cash investment would reflect the cost of producing a going concern. In the early years of operation the company probably did not get a fair return on its capital invested, and if, in arriving at the cash investment, you allow for that insufficient return, which, of course, the security holders originally had to provide, you would get the present cash investment, which would include such going concern value."

The law recognizes that a plant in operation is of more value than a plant new which has not acquired the patronage which goes with a going concern. This doctrine has been recognized by the courts of this state in the allowance made in the Passaic Gas Company case of thirty per cent. of the tangible value of the property as "Going Concern Value," or as some others choose to call it, the intangible value of the property.

The board, in its report, stated:

> "There is no proof in the record of development cost: * * * * No allowance on account of development costs * * * * can be made."

Why should not the customary practice elsewhere in such cases be adopted here in arriving at a conclusion? We see no reason for any distinction being made in this case. We believe that in view of the above testimony, at least 30% of tangible value should be added to the cost of reproduction new, as the going concern value of this traction company.

Total estimate of cost of reproduction of property as shown above in 1910	$3,164,170.00
Allowance for overhead charges during construction	949,251.00
	$4,113,421.00
Allowance for going concern value 30% of tangible value	$1,234,026.00
Total indicated investment in the property as of 1910	$5,347,447.00

Franchise value.

Nothing was included in any of the estimates nor allowed by the board for franchise value.

Working capital.

Every company requires working capital, and the importance of providing for working capital is becoming more widely recognized as regulating bodies and companies become more familiar with the problems involved.

On page 254, Mr. Ford states:

> "I usually figure between fifteen and twenty per cent., that has been my experience as the

amount of working capital which it is necessary to have on hand both for working cash, for materials and supplies, and for accounts receivable. My rule of thumb method of arriving at it is to take two months' gross receipts, which is one-sixth of the annual revenue. Applying that rule to the gross revenue of $776,548.48, which I understand is the revenue for 1914, we get $129,424.00, and I have roughly called that $130,000.00 as being a fair amount."

The board, in its report, stated:

"Under working capital, materials and supplies properly belong. These have been included in the appraisal of the physical property, and in view of the facts testified in this case, we do not deem proper any further allowances for working capital."

The amount allowed by the board under these headings was:

For office furniture, supplies, and office cash	$ 3,000.00
For material, supplies and fuel	24,000.00
Total	$27,000.00

As has been indicated earlier in this document, a careful examination of Mr. Betts' report fails to show where he had included any allowance for materials and supplies or cash. This sum of $27,000.00 must have been, therefore, deducted from Mr. Betts' estimate of the car house properties. It is extremely important that an ample working capital fund should not only be allowed companies, but maintained by them. We contend that the board's allowance of $27,000.00 under this heading should be increased by,

at least, $103,000.00, making total of $130,000.00 allowed for working capital.

Deficiency of return on capital during past year.

In estimating the investment in a property by the cost of reproduction method, it is customary to allow an addition to such capital investment on account of past losses and deficiency in return on capital invested.

On page 641, of the Record, it was shown that no dividends had been paid from 1891 to 1899.

On page 882, statement was made showing that the average return of dividends from 1899 to 1910 had been less than 3%. The exact record of losses does not exist, although it is commonly known in Trenton that during the early years of this property, many losses occurred and no dividends were paid.

The board, in its report, stated:

> "That as there was no proof in the record of inadequacy of a fair return at any time upon a fair value, no allowance on account of past inadequacy of fair return can be made."

Again, is it just and reasonable to refuse to make some allowance for this element, when, although it is known such losses occurred, the exact figures constituting them can not be shown?

We have shown above that the board by cutting down actual and proved costs, by the use of low unit prices and deficient quantities, by deducting excessive depreciation and by remitting in part or altogether certain proved and customary elements have reduced the just and reasonable estimate of the probable total investment in the property to January 1st, 1910, by the amount of $2,833,754.00.

Expenditures made and charged to capital account since 1910.

The books of the company which are kept in the manner prescribed by and subject to the supervision of the board, show in great detail all expenditures on the property since Dec. 31st, 1910.

The amount of such expenditures incurred from Dec. 31, 1910, to Sept. 30, 1915, which were charged to capital account, were shown in the evidence to have been $821,000.00.

At about the date of the approval by the board of the leases now in existence between the present operating company and its lessors, the board approved the issue by the company of $500,000.00 general mortgage bonds with the understanding that the proceeds were to be used for the purpose of making betterments and additions to the property. The board gave this approval subject to stipulations that the company should submit for the approval of the board the prices at which it should propose to sell the bonds and also statements each six months showing the purposes for which funds so received were expended.

Both of these stipulations were carried out. While the company, owing to the discount at which the bonds were sold, thereby added to its treasury a sum considerably less than the par value, was required to make expenditures for account of the proceeds of these bonds, amounting to the full $500,000.00.

The last statement showing item by item the purposes for which this $500,000.00 was expended, was prepared and submitted to the board as of April 27th, 1914.

In addition to this amount the company, prior to Sept. 30, 1915, had expended for account of capital $321,000.00.

Of this $821,000.00 the board, in its continuous effort to hold down the valuation of the property by every means, allowed as an addition to the estimated cost of the property since 1910, only the sum of $568,307.00, although a large proportion of the items excluded had previously been accepted by the board as properly included under the authorized bond issue; thereby in effect adding them to the capitalized value of the property. Furthermore, although the board excluded from its estimate of the cost of the property $252,693.00 actually expended by the company since 1910, although no question was at any time raised as to whether this amount had been actually expended and although itemized statements including these expended amounts had been submitted to the board from time to time; the board in its report and decision failed to include this expenditure under any other heading.

In other words, although a large part of this $252,693.00 had been distributed by the company and accepted by the board as a charge to capital account, a large part of it having been placed under a bond issue, it is now excluded from an estimate of the investment in the property and not admitted as a charge to operating expense.

By this act the board is attempting to use its power to eliminate from the record an expenditure of $252,693.00 made under its authority.

By adding this amount to the previously shown deficiency in the board's estimate, it is found that the proper indicated investment in the property to Sept. 30, 1915, has been reduced, by every means, in the sum of $3,086,447.00.

Revised estimate of the cost of reproduction of the property.

Track and roadway	$1,254,000.00
Paving	446,540.00
Right of way	100,000.00
Bridges and culverts	50,000.00
Special work	150,000.00
Overhead construction, including feeders	320,000.00
Rolling stock and equipment	357,630.00
Car houses, repair shops, tools, and adjacent real estate	140,000.00
Power house and equipment with adjacent real estate	346,000.00
Total physical costs, 1910	$3,164,170.00
Overhead charges during construction —30% of physical costs	949,251.00
Total tangible values	4,113,421.00
Intangible or going concern values, 30% of tangible values	1,234,026.00
	5,347,447.00
Franchise values	000,000.00
Working capital	130,000.00
Total investment values, 1910	$5,477,447.00
Expenditures to capital account made since 1910	821,000.00
Total investment values Sept. 30th, 1915	$6,298,447.00

The net revenue available as return on this capital and for surplus was shown to be:

1911	$323,012.62	
1912	295,536.61	
1913	312,006.47	
1914	276,866.87	
1915	164,991.21	(anticipated)

It is a recognized fact among those having experience in the valuation of public utility properties that many justified items of investment are sure to escape notice. There are many so-called hidden costs. During the life of a property many expenditures are made annually, properly chargeable to capital account which in the absence of continuous detailed records will not appear in an existing property.

If such valuations are not treated in a fair spirit great injustice is sure to be done not only to the investors but to the community for such action will surely result in a discontinuance of construction of further additions to those industries which are under governmental regulation.

The board, having reduced the estimate of cost to reproduce the property in the various ways which have been shown, having reduced that deficient estimate by a large depreciation, having excluded various elements of value which have been found justified by careful studies and allowed for similar properties elsewhere throughout the country, having disregarded evidence showing decreasing revenues and increasing expenses during the eight months of 1915, having disregarded the fact that the increased revenues contemplated were designed to meet present and future proved increases in expenses not past average expenses, the board arrived at a conclusion.

In arriving at this conclusion the board states, "The average net revenue for the four years, $301,-855.00." Here again the board disregarded the fact that increases in expenses had come to stay and to be succeeded by further increases, while revenues fluctuate.

The net revenue thus arrived at by the board was assumed to be available as return on the capital indicated by their deficient estimate. They could, therefore, make this net revenue appear larger by taking the average net revenue for four years than by using that shown for the year 1914, or for the first nine months of 1915. The net revenue for 1914 was shown to be $276,866.87 and for 1915 was estimated at $164,-999.21.

On the last page of its report, the board states: "that the value adopted is as of September 30th, 1915." Why did not the board use the net revenue for the year 1914 or 1915 as shown in the evidence, instead of the average net revenue for the previous four years? It is perfectly apparent from a study of the board's report and the record in the case that as the investment in and value of the property increases the net revenue decreases. How long will traction companies be able to continue to provide service under such conditions?

As has been shown above, the board excluded $252,693.00 actually expended by the company and charged to capital account. If they are to be finally excluded from capital account for purposes of this investigation, they must be added to operating costs. If this were done net revenues for each of these years would be reduced by one-fourth of $252,693.00 or $63,173.00, and the result would have been as follows:

1911	$323,012.62	— $63,173.00	$259,839.62

1912	295,536.61 —	63,173.00	232,363.61
1913	312,006.47 —	63,173.00	248,833.47
1914	276,866.87 —	63,173.00	213,693.87

As indicated above and shown in the evidence, present available annual net revenue representing return on this capital and for purposes of surplus can not be expected in the future to equal $200,000.00, which would represent less than 3% return on the capital represented.

Fare collected in Trenton lower than elsewhere.

If there were any doubts concerning the justness and reasonableness of the contemplated action by the company of discontinuing the sale of six tickets and charging only a five-cent fare for transportation of each passenger within the limit of the city of Trenton, they should be set aside by consideration of the fact that this is the rate of fare charged for similar service throughout the state of New Jersey, and the customary rate of fare prevailing generally throughout the country.

The same high standards of service, of track construction, of pavement, of power facilities and equipment, the same rates of wages and taxes are expected and required of this company as those which are required of other similar companies throughout New Jersey.

Surely it is not just and reasonable to require the same high standards of service and construction and maintenance as well as equally high rates of wages and taxes and at the same time withhold permission from this company alone to collect equal fares in return for such service.

Surely it is not just and reasonable to exact similar requirements and at the same time to withhold the means, elsewhere permitted, for meeting those requirements.

By subdivision H of section 17 of the act, it is made the duty of the board to approve any increase, change or alteration upon being satisfied that the same is just and reasonable. If the withdrawal of the sale of six tickets for twenty-five cents was a change or alteration of the rate, then upon being satisfied that the same is just and reasonable, that is to say, that it is just and reasonable to withdraw the sale of tickets in question, in order to give the Traction Company funds with which to give to the public safe, adequate and proper service, the statute makes it the duty of the board to approve such increase. How can it be anything but just and reasonable that the appellant should have in Trenton the same fare as that allowed to other traction companies in the other cities of New Jersey?

Equal fares produce less revenue per capita at Trenton than elsewhere.

Furthermore, it was shown by the evidence that equal rates of fare produce less revenue per capita at Trenton than is usual in similar communities.

The per capita amount spent for street railway service in Trenton in 1914 was $6.40 for population served (120,000). In case five cents had been paid for each ticket used, the per capita amount spent would have been $7.04.

In other cities of approximately the same size the per capita amounts are as follows:

Columbus, Ohio	$ 9.81

Denver, Colorado	14.80
Des Moines, Iowa	11.39
Duluth	8.47
Grand Rapids	10.97
Omaha and Council Bluffs	11.95
Springfield, Mass.	11.21
Syracuse, New York	11.10

The condition is explained by the peculiar layout of the city of Trenton occupying as it does land adjacent to a bend in the Delaware River, the large number of railroad and canal grade crossings and the fact that a large proportion of laborers live within easy walking distance of their places of employment.

Value of service rendered.

In undertaking to determine whether a particular fare is just and reasonable it should be constantly borne in mind that the entire property exists, the entire investment was made for the purpose of rendering a specified service to the community, and that the cost to the producer of rendering that service is only one of two considerations presented. The other concerns the value of that service to its patrons and to the community.

What is the value of the service received in return for the fare paid as compared with the value received for the fare charged by other enterprises having transportation for sale?

It was shown at the hearings that it is possible for a person to ride more than eight miles in Trenton on a trolley car for four and one-sixth cents. It was shown at the hearings that average length of route over which transportation is offered for four and one-sixth cents is about five miles.

The average rates of fare per mile collected for the transportation of passengers by steam railroads, taxicabs, horse cabs and so-called jitneys have been shown to be far in excess of average rates of fare per mile collected by traction companies.

It has been shown on pages 187-188 of the Record that the time saved by the purchase and use of traction company transportation over the time which would be consumed in walking between the same termini is a very profitable investment.

Comparison should also be made between the value received per unit cost in the purchase of traction company transportation and the value received per unit cost in the purchase of the various products of factory and farm in daily use.

It should be borne in mind that while cost to the consumer of all of the products of factories and farms, very many of which must be purchased by traction companies in connection with providing and maintaining their properties, can be advanced at any time at the option of the producer; any advance in the selling price of the product of traction companies must await the approval of government regulating bodies.

In any period of general advance for recognized universal economic reasons in the cost of all products, is it just and reasonable to withhold from industries, the selling prices of whose products are controlled by government, permission to make similar advances until they are strangled and made bankrupt by the necessity of maintaining and operating their properties on the basis of such largely increased costs?

Respectfully submitted,
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NEW JERSEY SUPREME COURT.

TRENTON AND MERCER COUNTY TRACTION CORPORATION,
Prosecutor,
vs.
RALPH W. E. DONGES, JOHN J. TREACY AND JOHN W. SLOCUM, constituting the the BOARD OF PUBLIC UTILITY COMMISSIONERS of the State of New Jersey, and the Inhabitants of the City of Trenton,
Defendants.
ON CERTIORARI.

ABRAM SWAN, JR., sworn on behalf of objectors, City of Trenton.

Direct examination.

By Mr. Record:

Q. Mr. Swan, where do you reside?

A. Trenton.

Q. What is your business?

A. Civil engineer.

Q. What is your occupation?

A. I am now the engineer of streets of the City of Trenton.

Q. How long have you been connected as an employee or officer with the City of Trenton?

A. I have been connected with the City of Trenton since 1888, excepting two years.

Q. What were the two years?

A. 1903 and 1904.

Q. During all of that time what has been the character of your service with the city?

A. I have been employed in the engineering department.

Q. What has that covered?

A. It covers the general engineering, the municipal engineering for the city. I have been assistant engineer for about ten years, and chief engineer, as city engineer, for about five years, and engineer of streets for about three years.

Q. And during the entire period of your service has your employment made you familiar with the condition of the streets of the City of Trenton?

A. Yes, sir.

Q. Has it made you familiar with the condition of the pavements of the City of Trenton?

A. Yes, sir.

Q. What have you had to do with the pavements of the City of Trenton in that period?

A. I have had charge of the construction work of all pavements that were laid in the City of Trenton from 1888, with the exception of 1903 and 1904, and partly I had something to do with them in a private way for the contractors.

Q. Are you familiar with what was done in those two years as to pavements?

A. Yes, sir.

Q. Have you, during all of this time, been familiar through the course of your occupation with the condition of the street car lines of this city, as to the rails in the streets?

A. Yes, sir.

Q. Does your business require you to be so familiar with the rails in the streets?

A. Yes, sir.

Q. Wherever there has been paving near the rails of the street railway since 1888 has it been done under your direction or have you been concerned in the carrying of it out?

A. It has, partly, the early days from 1888 to 1894, I worked in the engineering corps, and from 1894 to the present time generally under my supervision.

Q. Have you been generally familiar with the character of the paving on either side of the rails during that period?

A. Yes, sir.

Q. Have you had any knowledge, by virtue of your employment, of the other departments of the street railway, that is, under the head of construction or power house or any other department?

A. Just generally; nothing under my direct supervision.

Q. Have you prepared at my request a statement showing certain facts with reference to the rails of this company and the pavement alongside of it?

A. I have, yes, sir.

Q. I show you a paper marked for identification Exhibit O-10 and ask you what the general character of the information is about (handing witness paper)?

A. This tabulated form that I have here gives the location of the different street railways through the city. The first column giving the street in which the rail or track is laid and the trolley operates through; the second, the point from; the third, the point to; the fourth is the length; fifth, kind of pavement; sixth, is the present or estimated unit price per square yard of pavement; the seventh is the kind of rail; eighth is marked ballast; ninth, date when track was laid; tenth, date when pavement was laid; eleventh, distance outside to outside of tracks.

By Commissioner Donges:

Q. What was the last?

A. Distance outside to outside of tracks.

Q. Outside to outside of tracks?

A. Yes.

Q. What do you mean by that?

A. I mean outside to outside of rails, either single track or double track for the purpose of estimating the amount of paving.

By Mr. Record:

Q. That would be the distance?

A. Width over all.

Q. Between the two outer rails?

A. It would be the two outer rails. As a matter of explanation I will say, noting the first figures, fifteen feet plus two, as it appears in that column, meaning fifteen feet from outside to outside of tracks approximately; and two feet of paving that the trolley company would be obliged to do in accordance with their ordinance.

By Commissioner Donges:

Q. Does it include that?

A. Yes; plus two.

Q. Your figure of fifteen plus two ——

A. Fifteen feet plus two includes that extra paving. The last column was for the purpose of remarks. I should like to state that some of these are taken from the regular city records; the others from information obtained from the trolley company several years ago; and some are from my general recollection or knowledge of it.

By Mr. Record:

Q. Is it all made up from your knowledge ——

A. The best available sources, to get this information.

Q. And you have got it yourself?

A. Yes.

Q. And to the best of your knowledge it is correct?

A. To the best of my knowledge it is correct.

Mr. Record: I would like to offer that.

Mr. Katzenbach: I desire to object to the offer, because it seems to me it would be something the witness knows about and we should wait until we have an opportunity to cross-examine and study it. It may be we will have no objection then.

Mr. Record: I think that is fair.

Commissioner Donges: Suppose we hold it. You may renew your offer.

Mr. Record: My offer stands.

Commissioner Donges: So it may not be overlooked you better renew it.

Mr. Record: All right, I will remember to do that.

(Statement giving location of different Street Railways in the city, etc., marked O-10, for iden.)

Q. Mr. Swan, during the time you have been connected with the city officially have you taken photographs yourself or under your direction when you were present, of the condition of the tracks of this company at different times and at different places?

A. I have.

Q. Will you produce the photographs that you have taken?

A. (Complies.)

Q. I will ask you to take each photograph, briefly state what it is, where it is taken, and what it shows.

Mr. Katzenbach: Are these photographs of present conditions or past conditions?

Mr. Record: Past conditions and present conditions also.

Mr. Katzenbach: How would the past conditions have any relevancy?

Mr. Record: This way—I understand none of these go back more than three years.

Witness: No, sir.

Mr. Record: My point is going to be here that he produces some photographs, and the dates are on them; some of those photographs I shall argue that you have let depreciate to a dangerous point certain rails in different parts of this town as shown by these photographs. I shall argue they ought to have

been kept up and if you had kept them up your property wouldn't be run down, and that they are all within three years.

Mr. Katzenbach: I don't know I have any particular objection to that argument, Mr. Record. It sounds as if it came from the other side.

Mr. Record: All right; I will take the chances on that. If you want to stipulate on the record your property is run down you will find me a willing stipulator on that proposition.

Mr. Katzenbach: You are a good enough stipulator without me helping you.

Q. Briefly take those up.

A. Number 1 shows South Broad Street just north of Third, showing the crossing of the Trenton & Mercer County Traction Company's tracks crossing the spur leading to the American Bridge Company.

Q. What does it show?

A. It shows the condition of the track and pavement at the cross-over.

Mr. Record: I will offer each one of these photographs, with a brief comment, and have them offered in evidence, each one as we go along. I will offer that photograph as Exhibit Number 11.

Mr. Katzenbach: Would you mind asking, Mr. Record, as to the date of the photograph?

Witness: Haven't I noted it?

Mr. Katzenbach: The date appears on each one?

Witness: Yes.

Mr. Katzenbach: I am assuming you made these yourself.

Witness: No; they were done under my supervision and when I was present; I directed the photographs taken.

Q. Is it a correct representation of the condition at the time?

A. Absolutely.

Q. To your knowledge?

A. Absolutely. I appear in some of the photographs at the time.

Mr. Record: I offer that in evidence.

Commissioner Donges: If there is no objection it will be admitted.

(Photograph South Broad Street, north of Third, marked Ex. O-11.)

Witness: Number 12 is Pennington Avenue and Perry Avenue, shows the general condition ——

Q. When was it taken?

A. October, 1915, as showing the general condition of the track and paving at that point, looking in a southerly direction through Pennington Avenue.

Q. What does it show, according to your judgment, according to your testimony?

A. The general condition of the track; that is very much out of repair; the pavement ——

Commissioner Donges: I don't think this witness ought to comment on the photographs. It either exhibits the situation or it doesn't. I think there ought to be no more than the photograph itself. I think the comment is unnecessary; it is subject to argument.

Mr. Record: I offer that.

Commissioner Donges: If there is no objection it will be admitted.

(Photograph, Pennington Avenue and Perry Avenue, marked Ex. O-12.)

Commissioner Donges: Suppose we have it understood, in the absence of any objection that the Board has to pass on, they will be admitted as exhibits. Mr. Katzenbach may, if he wishes, offer objection to any one.

Q. Take the next one.
A. Number 13; taken October 15th, 1915, Brunswick Avenue between Mulberry and Pine Street.

Mr. Record: I offer that in evidence as Trenton Exhibit O-13.

(Photograph Brunswick Avenue between Mulberry and Pine Streets, marked Ex. O-13.)

Q. The next one?
A. Number 14; Pennington Avenue, East Trenton Railway crossing, taken October, 1915.

(Same is marked Ex. O-14.)

Witness: Number 15; showing South Broad Street just north of Liberty Street, taken 1912.

(Same is marked Ex. O-15.)

Witness: Number 16; showing North Clinton Avenue, north of Perry Street, taken 1912.

(Same is marked Ex. O-16.)

Mr. Katzenbach: Number 15, did you put the date on?

Witness: Is it marked 1912 at the bottom?

Mr. Katzenbach: Is that meant for 1912 or 1915?

Witness: 1912.

Mr. Katzenbach: Do you know the month?

Witness: I do not.

Mr. Katzenbach: Mark that 1912 over again.

(Witness complies.)

Witness: Number 17 shows South Broad Street opposite the Court House, taken 1912.

(Same is marked Ex. O-17.)

Witness: 18 shows South Broad Street ——

Mr. Katzenbach: Pardon me just a minute, Mr. Record, there must be some mistake about it; Mr. Swan marked it 1915, but it is down there rebuilt in 1913, is that correct?

Witness: The picture was taken prior to rebuilding it. It has been rebuilt. That is not an idea on there of mine. This is old track, but it has been rebuilt since 1913; that isn't the condition to date.

Q. You have marked this (indicating)?
A. It would be 1912.
Q. Number 16 should be 1912?
A. 1912.
Q. Go ahead.
A. Number 18, South Broad Street at Cass Street, 1912.

(Same is marked Ex. O-18.)

Witness: Number 19, North Clinton Avenue, north of Perry Street, 1912.

(Same is marked Ex. O-19.)

Witness: Number 20, South Olden Avenue near Farragut, taken 1912.

(Same is marked Ex. O-20.)

Witness: 21, West State Street near Gouvernor Street, 1915.

(Same is marked Ex. O-21.)

Commissioner Donges: Taken October, 1915?

Witness: Yes.

Q. 22 is what?
A. 22, West State Street at Calhoun, taken 1912.

(Same is marked Ex. O-22.)

Witness: Number 23, Pennington Avenue near Prospect Street, October, 1915.

(Same is marked Ex. O-23.)

Witness: 24, South Broad Street and Stanton Street, October, 1915.

(Same is marked Ex. O-24.)

Witness: 25, Fair and Fall Street, October, 1915.

(Same is marked Ex. O-25.)

Witness: 26, Stuyvesant Avenue near Whittlesey Road, October, 1915.

(Same is marked Ex. O-26.)

Witness: Number 27, Mulberry Street and North Clinton Avenue, October, 1915.

(Photograph marked Ex. O-27.)

Witness: Number 28, North Warren Street at canal feeder, October, 1915.

(Photograph marked Ex. O-28.)

Witness: Number 29, Mulberry Street and St. Joe Avenue, October, 1915.

(Photograph marked Ex. O-29.)

Witness: Number 30, North Broad Street, north of State Street, 1912.

(Same is marked Ex. O-30.)

Witness: Number 31, Perry Street, West of Montgomery Street, 1912.

(Photograph marked Ex. O-31.)

Witness: Number 32, Second Street at Lalor Street, 1912.

(Photograph marked Ex. O-32.)

Mr. Record: Do I understand the Board to say that I can't take those photographs and ask this witness to refresh his recollection by inspecting such and such photograph, of the conditions ——

Commissioner Donges: Your question was what the photograph showed.

Mr. Record: I admit that; I think I was correctly overruled on that.

Commissioner Donges: Yes. Mr. Katzenbach objected to your question as to what the photograph showed. The Board has made no ruling as to whether or not the witness may state some point ——

Mr. Record: I don't know as I want to do that.

I would like, after consultation with my expert, I would like to reserve the right, if I think wise, to make the offer.

Commissioner Donges: That, of course, you haven't made.

Mr. Record: I don't wish to make it now.

Commissioner Donges: No, the Board's ruling has not extended to that.

Q. Mr. Swan, Mr. Johnson testified with reference to work done upon the track at Stanton Street and said that the work was done because the city changed the grade, or that the grade had to be brought up, of the track, to the new grade established by the city. I will ask you what you know about that.

A. I will state that the city changed no grade. That the request was from myself to bring the track to the proper grade, as the city had established, prior to the time the request was made. The tracks were down on a level, practically with the gutter of the street, after improving Genesee Street, which crossed the track, we wanted the track brought up so they would conform with our improved paving. The tracks were raised to the grade, but the grade had never been changed. The tracks evidently had sunk or never were on grade.

By Commissioner Donges:

Q. Was that grade established before the tracks were laid?

A. Yes, sir.

By Mr. Record:

Q. Have you prepared a map which shows that situation?

A. I have a profile from my records made in 1911 for this proposed change, which is a part of the city's record, showing that raise.

Q. What does that profile map show?

A. It shows the established grade, and shows the track as it existed prior to the time of raising it. The black line shows the elevation of the track and the red shows the grading as established by the city.

Mr. Record: I offer that in evidence.

Commissioner Donges: If there is no objection it will be admitted.

(Profile of grade, Stanton Street, marked Ex. O-33.)

Mr. Record: I think that is all I want to ask this witness. Cross-examine.

Cross-examination.

By Mr. Katzenbach:

Q. Mr. Swan, you had been an engineer since 1888?

A. I have been employed in the department that long.

Q. In the department since 1888. Did you take any special course of engineering in any college or university?

A. No, sir.

Q. Your engineering then has been acquired since you have been connected with the City of Trenton, what knowledge you have?

A. Yes, sir.

Q. Now, this table which you have made up here, was that from your own knowledge?

A. Partly, and partly from the records, I think I testified.

Q. Those records were kept by whom?

A. We have a record in our street book.

Q. But kept by various persons?

A. In my office. Most of them kept by yourself, some kept by myself extending to the present time, and under my direction.

Q. And some records that were kept in the department when you were not connected with it?

A. During 1903 and 1904.

Q. Any part of the year 1902?

A. No. I was in the office in 1902.

Q. You recall testifying in the matter of the City of Trenton versus the Trenton Street Railway Company in 1911, do you not?

A. I believe I was a witness at that time. At the time that this ——

Q. Lease.

A. —— lease was ratified?

Q. Yes.

A. I believe so.

Q. Did you testify there that you had been in the office for a number of years, and in answer to this question, "For about twenty years?" "A. I have been City Engineer since 1888, with the exception of three years."?

A. I don't remember. I was out two years.

Q. Those two years were not three years, then?

A. Yes, sir. I will say between two and three years. I left in 1903 and came back in 1905.

Q. Now, then, Mr. Swan, you have made upon this paper which you testified to a great many distances outside to outside of tracks, and I notice that in some instances you have fifteen plus four. Will you just explain what you mean by that?

A. I tried to explain that before.

Q. I didn't quite catch your explanation.

A. The tracks vary in width and I was requested by Mr. Record's experts to give them an idea of about the amount of paving, and I gave them that approximate distances, or the average distances across the tracks generally through those streets. Those are the amounts, from outside of rail to outside of rail, of the double track where it is fifteen feet. And the plus four means the paving that is on the outside, the original paving that would have to be paved two feet outside the track, on other repaving they would have to pave one foot outside; in some of the ordinances or agreements of the city

and the trolley company. That is the reason that was marked plus four.

Q. Do you know of any ordinance where it says that the company shall pay for only one foot outside?

A. Yes.

Q. What ordinance?

A. Several. This one on West State Street from Parkside Avenue west. I believe the wording of the ordinance is to pave one foot in width with blocks to be laid transversely with the rails. I believe that is on West Street beyond Parkside Avenue.

Q. Isn't that all covered by the ordinance of September 12th, 1894?

A. I don't think so; I don't know. In 1894?

Q. Not in the Board of Directors or electrification ordinance?

A. That isn't included in that. That was in Ewing Township in 1894.

Q. Would you say there is a separate ordinance that deals with the paving of that part of West State Street?

A. I believe there is.

Q. Now, the electrification ordinance was that the road was to be paved for two feet outside of each outer rail, was it not?

A. I believe so, yes, sir.

Q. Now, then, Mr. Swan, you had taken these various photographs that you have testified to, and these photographs depict the condition of street pavement at the times of taking these photographs, as I understand it?

A. Yes.

Q. For instance, the photograph marked Number 15, South Broad Street north of Anderson Street, taken 1912; that is correct, is it not?

A. That is as it existed during 1912 and prior to 1912.

Q. Yes. Now, then, do you recall the agreement that was made between the City of Trenton and the Trenton Street Railway Company along in the year 1907, by which the city, in receipt of a gross sum each year, was to keep in repair that portion of the

pavement of the city which the street railway had agreed to keep in repair under the electrification ordinance of 1894? You remember that agreement?

A. There was no agreement. There was a verbal agreement, or agreement—if you will allow me to explain as I know it—there was an agreement between the trolley company and the street committee of the old Common Council, but I know of no agreement ever ratified by the Common Council while I was with the City of Trenton. The only agreement was between the Street Committee and the Railway Company.

Q. Do you mean to say there was no contract in writing between the City of Trenton and the Street Railway?

A. Not to my knowledge.

Q. By which the Street Railway paid certain sums each year for the maintenance of the pavement?

A. I know that was a practice, but I don't know of any agreement existing. I never saw it.

Q. What do you mean by a practice?

A. I know such a practice was maintained, that the Railway Company paid the Street Committee a certain sum of money, the Street Committee of the Common Council of the City of Trenton, a certain sum of money; I think it extended over a period of about three years; and they in turn kept the track, or kept the repairs to the pavement, kept up the repairs to the pavement within the tracks of the trolley company for that stated time, and it was made from year to year. I think the sum was something like between three thousand dollars and five thousand dollars, I don't know just which.

By Commissioner Donges:

Q. When was that practice first engaged in?

A. That practice was first about 1907 or 1908—1907, 1908, somewhere around there.

Q. That the company did actually make payments to the city, in consideration of which it was understood, whether by formal agreement with the city or

otherwise, it was understood it would cover the duty of the street railway company to maintain the pavement, is that right?

A. That covered that. The city would go along and repair the street and then in consideration of a certain sum, I forget what, that the trolley company should pay for a period of one year, the Street Committee or the Street Commissioners would make the repairs necessary in the streets where the trolley tracks existed.

Q. And when did that practice cease?

A. I believe about the time the Commissioners —

Q. Do you know?

A. No, just know generally; I have had nothing to do with it since that time, since the Board of City Commissioners came in; it is under my direction and supervision of that department.

Q. The City Commissioners were created in 1910?

A. In 1910; it was prior to that time.

By Mr. Katzenbach:

Q. Weren't they elected in 1911?

A. It was prior to 1910 or 1911 that this agreement existed.

Q. You say there was an agreement that did exist?

A. I say I don't know of any agreement, I have never seen it. You asked me if I knew one or saw one? I know some agreement of some kind was made between the Street Commissioners or Street Committee, because I heard of it since that time, but I had no knowledge at that time.

Q. At what time?

A. At the time you say it was in force. You say about 1907 such an agreement existed. I say I have heard since that time, there was a verbal agreement, not a regular contract on file, because I believe the trolley company wanted to renew it, and there was very serious objection to it, and I know I was taken into conference at that time, and I said no, we won't renew such an agreement, or have no agreement of that kind.

Q. If you said you won't renew the agreement, you must have known one existed?

A. I know none existed.

Q. You recall testifying on December 13th, 1910, in a proceeding between the City of Trenton and the Trenton Street Railway Company at the time of the question before this Board as to whether this lease should be ratified, in connection with which there were several complaints before the Trenton Street Railway Company?

A. I remember being up several times.

Commissioner Donges: Let me ask, was this testimony you refer to in December, 1910?

Mr. Katzenbach: Yes.

Commissioner Donges: Taken on the application for the approval of these leases?

Mr. Katzenbach: December 13th, 1910.

Commissioner Donges: It was not on that application.

Mr. Katzenbach: Not that application, but an application growing out of that. The application, I said, of some complaints.

Q. On that application did you not testify as follows: "Q. Do you know whether or not the railway company and the City of Trenton entered into an agreement by which, for the payment of a certain sum of money annually, the city agreed to look after all repairs that were needed to be done by reason of the injury to the pavement on account of the railroad?" "A. I do." "Q. There is such an agreement?" "A. Has been in existence for three years." "Q. And by reason of that agreement it is the duty of the city to repair those pavements?" "A. Yes, sir." Do you recall that testimony?

A. I do not recall the testimony. I think I said

that now, I knew it generally, but I knew of no existing contract or agreement drawn up; there was some sort of verbal agreement between the Street Committee, never with the city itself; never ratified by the Common Council, to my knowledge.

Q. Will you say it was not ratified by the Common Council and signed by the city under seal?

A. To my knowledge it was not.

Q. Did the city receive the money?

A. I don't know. I know they operated under that.

Q. The city operated?

A. They did, I know that; the Street Commissioners did the work under an agreement of some kind.

Q. Then it was the duty of the City of Trenton to keep up these repairs to these pavements?

A. If such an agreement existed, yes.

Q. In the photograph marked 15, has that track and street been entirely rebuilt and repaved?

A. Yes. Since this picture was taken?

Q. Yes.

A. Yes.

Q. I show you photograph number 16 of North Clinton, north of Perry Street, and ask you whether that has not been rebuilt and repaved?

A. It has.

Q. I show you number 18, South Broad Street at Cass Street, and ask you whether that, since the photograph was taken, has been rebuilt and repaved?

A. It has.

Q. Number 19, North Clinton Avenue north of Perry Street, and ask you whether that has not been rebuilt and repaved since that time?

A. It has.

Q. And number 20, South Olden Avenue, will you state whether or not there has been any repairs made upon that piece of pavement?

A. There has not. That is in much worse condition than shows on this here, now.

Q. Have you examined it recently?

A. Yes. I examined it yesterday and this morning—Saturday.

Q. West State Street at Calhoun Street, will you state whether that has not been rebuilt and repaved?

A. In part, at the curb line here. This exists at the present time.

Q. At the point where the photograph was taken?

A. It has been repaired.

Q. The depression in the street?

A. That has been replaced and rebuilt with new pavement, but the railroad has not been rebuilt. That railroad exists there now as it existed in this photograph, the pavement.

Q. Those depressions ——

A. That is the pavement that has been replaced.

Q. In part hiding the ——

A. Replaced; no intention of hiding; it was the intention to show the depth.

Q. Number 17, South Broad Street at the Court House, 1912; has that been rebuilt and repaved?

A. It has.

Q. And number 30 at North Broad Street, north of State Street, in 1912; has that been rebuilt and repaved?

A. That has been rebuilt and repaved with the exception of this cross-over, that is the same old cross-over at the present time. The tracks on either side have been rebuilt and the paving relaid.

Q. Number 31, Perry Street north of Montgomery Street, 1912; has that been rebuilt and repaved?

A. That has been rebuilt, yes, sir.

Q. Has the cross-over at North Broad Street been repaired?

A. Not to my knowledge.

Q. Would you say it hadn't been?

A. I don't think it has, unless there has been a little welding, something of that sort, to it; not generally.

Q. Twenty-one, West State Street near Gouvernor; that is where the trolley line is built in the middle of the street, is it not?

A. Yes, just the same as the rest of the streets.

Q. But I mean to say that it was built there prior

or at the same time as the widening and location of that street, was it not?

A. Well, this has been there for twenty some years. I don't understand.

Q. I mean to say when this street was laid out it was at the same time as the railway.

A. No.

Q. Do you remember when you had to take the bend around Cadwalder's there?

A. When this road was laid on West State Street, this track construction was moved from the old street to this road.

Q. Not reconstructed and put there?

A. That trolley road has been down there for twenty-three or twenty-two years.

Q. Yes; it was first built there in 1891 or 1892. In other words, is there any obligation on the part of the trolley road to pave that portion of West State Street inside the rails and the stretch known as Devil Strip between the two tracks?

A. I believe there is.

Q. Will you find out where it is and report?

A. I believe, according to the ordinance—it has always been disputed as to whether the trolley company holds a franchise for this part of the road. They haven't any franchise for this particular piece of road.

Q. That is your view of it?

A. That has been under discussion. I have asked them to produce it on several occasions.

Q. Do you know of any ordinance that requires them to pave that part of West State Street at that point?

A. Nothing any more than generally all their ordinances through the city requires them, whenever the city repaves the street ——

Q. That was in Ewing Township when it was built, wasn't it?

A. When part of it, the lower part—this particular piece, yes, was in Ewing Township.

Q. The photographs which you have marked Num-

bers 28 and 27 and 29 and 25 and 26, they have all been taken within the last few weeks?

A. October, yes.

Q. You took those photographs at the points where you thought that the track or roadway needed repair?

A. No, sir; I took them at the request of Mr. Rand, who left a note of where he wanted photographs taken. As we went and made an inspection of the road he gave me a little memoranda to have photographs taken for him.

Q. Those were taken at the request of Mr. Rand?

A. Yes, sir.

Q. At those points. You have taken also photograph 23, October, 1915; that was taken at the request of Mr. Rand also, I presume?

A. Yes.

Q. Do you know of any requirement for paving Pennington Avenue at that point, any ordinance?

A. I believe there is; the franchise in Ewing Township, I requested some time ago and got from Mr. Hunt, and I believe that calls for cobble, if I remember right, generally.

Q. You would call this cobble?

A. Cobble, cobblestone pavement.

Q. This is something you think should be replaced, provided the company gets sufficient funds to replace it?

A. I wouldn't say that. It should be replaced so people can drive over it.

Q. Would you say people couldn't drive over it?

A. They can't drive over it now.

Q. Do you think that the company should pay for better pavement than cobblestone at Pennington, at the point shown on the photograph?

A. I undoubtedly do.

Q. What is the pavement outside the rails?

A. It was one of the old roads willed to us by the county, or turned over to us by the county twenty-three years ago.

Q. What kind of pavement was it?

A. It was laid by the county, rock, asphalt laid

cold, and was in very bad condition when turned over to us, and we have since paved it up with a macadam, broken stone.

Q. What kind of pavement would you suggest that the railway company put down at that point?

A. Any kind of a substantial modern pavement, somewhere near to what they have in the other streets.

Q. Mr. Swan, I understand you admit at Stanton Street you wanted to fix up Genesee Street?

A. Yes, sir.

Q. And you were paving Genesee Street?

A. Yes.

Q. And in doing so you were elevating the grade of Genesee Street?

A. No.

Q. What were you doing on Genesee Street?

A. Paving Genesee Street with an improved pavement; it was a dirt street before.

Q. That necessitated the raising of Stanton Street, didn't it?

A. It necessitated the raising of the tracks in Stanton Street to conform with the grade of Genesee Street, which did not exist prior to the paving of the street, it being a dirt street and being full of depressions, and not up to the required grade.

Q. You yourself asked the railway company if they would elevate their tracks on Stanton Street?

A. In fact, insisted on their bringing them up so I could construct the pavement across there.

Q. It was done at your insistment then?

A. Yes, sir.

Mr. Katzenbach: That is all, Mr. Swan.

Mr. Record: That is all for Mr. Swan.

Commissioner Donges: We will recess until tomorrow morning.

Mr. Record: At a little after eleven?

Commissioner Donges: Yes.

Mr. Record: May I make this suggestion? I have two men I am going to call, one is an engineer, Mr. Rand, and one is Mr. Brackenridge, an engineer and contractor. They have been working for days past getting their stuff in shape so they would be expeditious when they got on the stand. I thought they would be called this morning. They were up pretty near all last night, under my instructions they must get ready. If it is possible to do it, I would like to have until two o'clock tomorrow. I think we can save time, and we will come fresh, and with everything at our fingers' ends, and will save time.

Mr. Katzenbach: I have no objection, if the Board is agreeable to us.

Commissioner Donges: Let us now discuss the question of further continuance after tomorrow.

Mr. Record: I should think each of those men should get through their testimony in an hour, each man in an hour. I don't see how I am going to take up an hour with them, because I am going to put it in in sheets and tables.

Commissioner Donges: It is not unlikely, if that is the case, that Mr. Katzenbach will require some time to go over the figures and prepare his cross-examination.

Mr. Record: I think I will not be more than two hours.

Commissioner Donges: Do you think you will complete the cross-examination of both witnesses in the afternoon?

Mr. Katzenbach: I could go on next day, or Wednesday.

Commissioner Donges: The Board ——

Mr. Katzenbach: I would be agreeable ——

Commissioner Donges: It is doubtful whether the Board could devote any other day this week, after tomorrow, to this case.

Mr. Katzenbach: Things might clarify themselves after Tuesday. I mean to say there might be some matters the Board thinks they should consider later in the week that will go off, and ——

Commissioner Donges: The Board's engagements the balance of the week are hardly subject to change.

Mr. Katzenbach: The balance of the week brings us near the sixteenth.

Commissioner Donges: Up to the 13th or 15th. I understood counsel had at one time stipulated that the status be maintained if this matter was not closed by the 16th.

Mr. Katzenbach: Yes. In other words, it was not to be definite at all, while everybody should be as expeditious as possible, if it then ran over we would enter into a stipulation, the stipulation in the record the status quo should not be changed; but I would like to have the matter disposed of as promptly as we can.

Commissioner Donges: The only question is the Board's order of suspension would expire under the statute.

Mr. Katzenbach: That we seek to take no advantage on. On the other hand, of course, we are anxious to finish as near after the 16th as can be done.

Commissioner Donges: If the Board understood that the stipulation did not hold, after last week, we would be obliged to force the taking of testimony, whereas we have proceeded more or less leisurely. We don't want to be the only ones hurried.

Mr. Record: If the Board calls this leisurely—we are nearly dead.

Commissioner Donges: We don't want to hurry you. I do understand, if there is any question about the stipulation, the Board will have to have time to consider, after counsel takes time to argue this matter, then it means we will have to insist on sessions of such continuity and length of time as to permit us to get in the testimony in the next forty-eight hours, which means night sessions ——

Mr. Record: I understand after we get through with our case, the Board wants a few days to fix the argument and a few days for the conclusion. We wouldn't object to that.

Mr. Katzenbach: We wouldn't object to anything within reason.

Commissioner Donges: So we should know we are not held to the 16th, and the stipulation holds.

Mr. Katzenbach: The next step in this matter would be the consideration by the Circuit Court of Appeals of the appeal that was taken from the order of the United States District Court, and, of course, we might never want to argue that, according to the decision of this Board.

Commissioner Donges: When would that ——

Mr. Katzenbach: We will have to take that when the Court reaches it, and be called to go forward.

Commissioner Donges: When would it be reached ordinarily? The Court is now in session?

Mr. Katzenbach: Yes. The law makes it obligatory on the Court to hear it at once. We will have to prepare argument upon that and we don't want to undertake new work.

Commissioner Donges: Not in super-arrogation. I don't know whether you propose to argue that and ——

Mr. Katzenbach: We haven't determined that. We want to get through as soon as we reasonably can.

Commissioner Donges: We have a list made up which consumes practically every day until December. It is not an easy matter to find time, when we have put aside other things which will in turn be crowding on us.

Mr. Record: If we can get this testimony in, and I think it would help the Board to have a reasonable time for briefs, and I think argument to simplify them.

Mr. Katzenbach: I will get on my brief.

Commissioner Donges: We can devote the afternoon to it; if a little more time is needed, we will take it, to get in the direct testimony of both of these witnesses. It is difficult for us to say how much time Mr. Katzenbach will need for the inspection of those exhibits for cross-examination.

Mr. Katzenbach: I would like to inspect them. I imagine it will not take so very long.

Commissioner Donges: Suppose we put it down after tomorrow, we may know how to govern our time; suppose we meet here Monday, the following week, which will be the 15th, for cross-examination. Will that afford you sufficient time?

Mr. Katzenbach: Yes, ample.

Mr. Sommer: We won't bring Mr. Sofmann and Mr. Lyon until the 15th.

Commissioner Donges: I think it important that

the direct examination of Mr. Record's witnesses be put in so Mr. Katzenbach may prepare his cross-examination. If that is satisfactory.

Mr. Katzenbach: Yes.

Adjourned until Tuesday, November 9, 1915, at the State House, Trenton, N. J., at 10.30 o'clock A. M.

Trenton, N. J., Tuesday, Nov. 9, 1915.

Before the following Commissioners: R. W. E. DONGES, ESQ., J. J. TREACY, ESQ., J. W. SLOCUM, ESQ.

For the Trenton & Mercer County Traction Corp. appear F. S. KATZENBACH, ESQ., and EDWARD HUNT, ESQ.

For the City of Trenton appears GEORGE RECORD, ESQ.

ROBERT R. VOLK, sworn on behalf of objectors.

Direct examination.

By Mr. Record:

Q. What is your occupation?
A. Member of the Trenton Board of Assessors.
Q. How long have you been such?
A. Since August, 1912.
Q. I show you what purports to be a letter dated July 24, 1905, from the Trenton Street Railway Company, by Peter E. Hurley, General Manager, addressed to John P. Dullard, Esq., President of Commissioners of Assessments of Taxes, Trenton, New Jersey, and ask you what you know about that paper?

A. I might say, I was clerk of the Board of Assessors at the time this letter was received.

Q. You handed me that letter, where did you get it?

A. From the office files of the Board of Assessors' office.

Q. That is, from the office files of the Board of Assessors?

A. Yes.

(Letter dated July 24, 1905, addressed to John P. Dullard, signed Trenton Street Railway Company by Peter E. Hurley, marked Trenton 34, for iden.)

Q. I show you letter addressed to the Commissioners of Assessments of Taxes under date of August 7, 1907, purporting to be signed by Peter E. Hurley, General Manager, and ask you where you got that paper?

A. From the files of the office.

(Letter dated August 7, 1907, addressed to Commissioners of Assessment of Taxes, signed Trenton Street Railway Company by Peter E. Hurley, General Manager, marked Trenton 35 for iden.)

Q. I show you letter addressed to Robert R. Volk, Clerk of the Commissioners of the Assessment of Taxes, dated August 26, 1907, signed Peter E. Hurley, General Manager, upon the letterhead of the Trenton Street Railway Company, and ask where you got that letter?

A. From the files of the Board of Assessors' office.

(Letter dated August 26, 1907, addressed to Robert R. Volk, signed Peter E. Hurley, General Manager, marked Trenton 36 for iden.)

Q. I show you Exhibits Trenton 2 for iden., 3, 4, 5, 6 and 7, and ask you where you got those letters?

A. From the files of the Assessors' office.

Mr. Record: I offer all of those letters in evidence the ones identified before and the new ones.

Commissioner Donges: They will be admitted.

(Letters previously marked Trenton 2, 3, 4, 5, 6, 7, 34, 35 and 36, for iden., received and marked Exs. O-2, O-3, O-4, O-5, O-6, O-7, O-34, O-35, O-36 respectively.)

Cross-examination.

By Mr. Katzenbach:

Q. The figures upon the right-hand side of Ex. 34 were not there when the letter was received, were they?

A. These, (indicating) no, sir. They were put on by members of the Board of, quite likely by myself as a memorandum.

Q. Are they in your handwriting?

A. I should say yes.

By Commissioner Treacy:

Q. The lead pencil figures?

A. Yes, the lead pencil figures.

J. C. Brackenridge, sworn on behalf of objectors.

Direct examination.

By Mr. Record:

Q. Mr. Brackenridge, where do you reside?

A. Richmond Hills, Long Island.

Q. What is your business?

A. I am an engineer and contractor.

Q. Have you had experience in building, promoting, and managing street railways, electric railways?

A. I have, yes.

Q. Will you state to the Commissioners what experience in your business and professional life you have had, commencing at the beginning of it, which in your judgment has given you information and knowledge with reference to the construction and building and operation of electric railways?

A. In 1885, I went on the engineer corps of the Brooklyn elevated road. A few months after that I was made superintendent of construction.

Q. How long were you connected with that work?

A. I was connected with that road for a little over four years.

Q. What were your duties there?

A. Building the elevated railroad in Brooklyn, making the surveys, ordering the steel and erecting, building the track.

Q. Did you have anything to do with prices and that sort of thing in that work?

A. Yes, we got bids on all the material that was used in the structure.

By Commissioner Donges:

Q. Are you a graduate of any engineering school?

A. No, I am a graduate of the New York Nautical school.

By Mr. Record:

Q. What was the next employment you had after that four years?

A. Assistant Engineer in charge of the electrical subways above 59th Street, in New York City, now the Borough of Manhattan.

Q. How long were you there?

A. I was there about six months.

Q. What was the nature of your work there?

A. Building the electric subways to put the electric wires underground in New York, during Mayor Grant's administration.

Q. Did that bring you into familiarity with the cost of such materials as that during that time?

A. Yes, sir. I had charge of the purchase of all materials and labor, had full charge of the work.

Q. What was the next experience that you had?

A. Assistant Engineer on the Brooklyn Aqueduct extension, about six miles of aqueduct that I had charge of on Long Island.

Q. What was the character of that work?

A. That was original surveys, building the brick conduit, gate houses, reservoirs, storage points, and all the work in connection with the aqueduct extension.

Q. What was the next experience that you had?

A. The East River Bridge, now the Williamsburg Bridge. I was principal assistant engineer on that for two years. I laid out the bridge, made the triangulation and established the location of it. The work was being done by a private company at that time, it was turned over to the city and I left there at that time.

Q. What was your next employment?

A. As chief engineer of construction of the Long Island Traction Company.

Q. What was the business of that company?

A. That was reconstructing the old horse railroads in Brooklyn, electrifying them. It afterwards became the Brooklyn Rapid Transit Company, and I was with that company for a little over ten years. First as chief engineer of construction and then as chief engineer of the entire company, and later as chief engineer and general manager. During that period I reconstructed or built the entire Brooklyn Rapid Transit system as it now exists today with the exception of possibly three or four miles.

Q. That system, you had charge of the actual turning of that over from the horse railroad system into an electrical system?

A. Yes.

Q. Did that work bring you in familiarity with the prices of electrical construction in those years?

A. Yes.

Q. What work have you had since that time?

A. Since that time I have been in private practice as an engineer and contractor.

Q. What experience have you had with electrical railways during that period of private practice?

A. I built the Santa Barbara and Suburban Railroad, put it in operation, I built the Suffolk Traction Company and put that in operation.

Q. How long are each of those roads?

A. The Suffolk Traction Company when completed will be about 28 miles, only 14 are now built. I built the Manhattan Bridge three cent line in that time.

Q. The Manhattan Bridge three cent line is the line extending from where to where?

A. It extends from the Manhattan end of the Manhattan Bridge to Flatbush Avenue, extension of Fulton Street, it is about three-quarters of a mile from the Brooklyn end of the bridge up into the City of Brooklyn.

Q. Anything else you have had in your professional experience that bears upon this question?

A. On the Manhattan Bridge three cent line I was vice-president and chief engineer as well as the contractor on that. I bought all the equipment and built the railroad and promoted it, got the franchise, did the whole work, took charge of the organization.

Q. What years did that represent?

A. That was 1912 to the early part of 1914.

Q. Is there anything else in your experience that can be mentioned along that line?

A. I was consulting engineer for the New York Central Railroad on their electrification and I have been appointed on numerous boards of experts and commissions by the Mayors of New York, the Brooklyn Grade Crossing Commission, the Condemnation Commission for condemning the right of way of the Long Island Railroad through Queens Borough, a portion of Queens Borough and on several boards of experts appointed by the Mayor of the City of New York on traffic congestion, matters of that kind. I was also on the commission that laid out the high

pressure fire service for the City of New York.

Q. Have you any knowledge—have you made a study of the condition of the Trenton Street Railway system that is now owned and operated by the Trenton & Mercer County Traction Company here in Trenton?

A. Yes, sir.

Q. Will you tell generally what you have done, how long have you studied it and what you did in a general way?

A. I was called here for the purpose of valuing the properties of the Trenton Street Railroads, that was in the latter part of October. Since that time when I have not been engaged at these hearings I have been going over the property and making estimates of the value to reproduce the property new as of this date. I have been over the entire property and made notes on the character of construction, the bridges, roadbed, rail, and so forth, and reinforced that with information which I got from Mr. Swan on the pavement and also from Mr. Johnson of the Railroad Company. On those figures I based my valuation.

Q. You got from Mr. Swan the figures as to the time the rails were laid and the life of such items as rails?

A. And pavement.

Q. And pavement?

A. Yes.

Q. That information you have taken from him?

A. I have also checked that with information that I got from Mr. Johnson.

Mr. Record: I put in the table that Mr. Swan offered, and from that this witness took some of his facts which he did not verify himself. I am reminded that was not admitted.

Mr. Katzenbach: That is all right, we do not object to its admission, of course, under the statement made by Mr. Swan that it was approximate and gathered in the way he stated.

Commissioner Donges: You offer it, it will be admitted.

Mr. Record: I offer that statement of Mr. Swan's. I think it was marked for identification.

Commissioner Donges: It will be admitted then.

(Exhibit O-10 for iden., received and marked Ex. O-10.)

Q. It was that statement that, so far as the life of the property that you could not determine by inspection, that you relied upon Mr. Swan with reference to it?

A. I relied upon Mr. Swan as to the date of its installation.

Q. Have you inspected personally the condition of this property?

A. Yes.

Q. To what extent?

A. I have been all over it, either on foot or in an automobile or in the cars.

Q. Have you made a study of it sufficient to justify you as a contractor and builder of electric lines in making a bid upon it?

A. Yes.

Q. You would be willing to make a bid upon such information as you now have?

A. Yes.

Q. And you have given it that character of inspection?

A. Yes, the price I put on I would be willing to build the road.

By Commissioner Donges:

Q. Do you mean duplicate the property now existing?

A. Yes.

By Mr. Record:

Q. Have you prepared a summary showing the

valuation of this property in sub-heads and the total valuation of such sub-heads?

A. Yes, sir.

Q. Is that the summary (handing witness paper)?

A. Yes.

Q. That was made up how?

A. This is made up from the figures I got from Mr. Swan and the figures I got from Mr. Johnson, and the figures I got from my own notes.

Q. From your personal inspection?

A. My personal inspection.

Mr. Record: This is a near summary sheet, but it is very brief and while I will have plenty of copies printed I would like to have back for convenience copied into the record at this point, and then I am going to ask a lot of questions.

Commissioner Donges: Do you want it offered as an exhibit or do you want it put into the record?

Mr. Record: I think it had better go right into the record.

Commissioner Donges: The practice is in these cases to put these tabulations in in the form of an exhibit.

Mr. Record: I will put that in as Exhibit Blank and ask to have it read into the record.

Mr. Katzenbach: We want to offer an objection to it without some supplementary testimony, of course.

Commissioner Donges: It is subject to cross-examination and you may call for supporting data, of course.

Mr. Record: I am going to ask him to put in all details.

Commissioner Donges: We will admit this.

Mr. Record: I think it ought to go right in here, that is a summary sheet and then he tells how he gets it.

(Summary sheet of estimate giving cost to reproduce new the depreciation and present value of the property operated by the Trenton Traction Co., as of Nov. 9, 1915, received and marked Ex. O-37.)

Q. Mr. Brackenridge, let us take the item of annual depreciation, how did you arrive at that item with reference, for instance, to the rails?

Mr. Katzenbach: That is objected to because the witness has not said that he has had any experience in matters relating to depreciation of street railway properties.

Mr. Record: For ten years he transformed the Brooklyn lines from horse railroads over into trolleys, and operated them.

Commissioner Donges: Do you object to the competency of the witness?

Mr. Katzenbach: I would like to ask a few questions.

Commissioner Donges: You may.

Cross-examination.

By Mr. Katzenbach:

Q. Mr. Brackenridge, in what cases have you testified as to depreciation of street railway properties?

A. The Third Avenue Railway case, the Metropolitan Railway of New York City, the Brooklyn Rapid Transit, in fact all the railroads in New York.

Q. Before what body did you testify, and when in the Third Avenue Railway case?

A. I don't remember the exact date but I was engaged in that work for the corporation counsel of the City of New York, covering a period of several years.

Commissioner Donges: You were asked before what body did you testify?

Witness: Before a Referee appointed by the Court.

Q. In what case, and before what Referee, and when?

A. In the franchise tax litigation between the City of New York and the Third Avenue Railway and the Metropolitan Street Railroad of New York. I don't remember the dates of the taxes, but it was about 1910, 1911.

Q. Before what Referee did you testify?

A. Judge Hall.

Q. Do you know the name of the case, what the title of the case was?

A. I don't remember the title.

Q. On what subjects did you testify in that case?

A. I testified to the life of rail ——

Mr. Record: Mr. Katzenbach, I can give you one of these cases and refresh his recollection, if you want to know the formal title.

Mr. Katzenbach: I want to find out whether he did remember or not. I will take it after a while, when I am through.

Q. In that case you testified as to the life of rails, is that correct?

A. Yes.

Q. On what other subject did you testify?

A. The life of cars, the life of power house machinery, the life of all the items going to make up the complete railroad.

Q. On each one of those subjects you testified in that case?

New Jersey State Library

A. Yes.

Q. Have you testified in any case where the value of property was to be determined for rate-making purposes?

A. Yes.

Q. In what case?

A. The Manhattan Bridge three cent line.

Q. When did you testify in that case and what was the title of that case?

A. The Manhattan Bridge three cent line against the Brooklyn Rapid Transit, Interborough, Third Avenue and Coney Island and Brooklyn Railroads, they all appeared against us.

Q. That Manhattan Bridge Railway as you have termed it was a railway of what length?

A. That was about 22 or twenty-three thousand feet single track, I should say.

Q. Twenty-two or twenty-three thousand feet you say, of single track?

A. Yes.

Q. Forming a loop over this bridge and into the City of Brooklyn?

A. Yes.

Q. In that case that railway was new, was it not?

A. Beg pardon.

Q. Was that railway new at the time this litigation occurred?

A. That was new.

Q. New?

A. Yes.

Q. So you did not testify in that case as to anything covering depreciation, did you?

A. No.

Q. Have you testified in any case, rate case, upon the subject of depreciation?

A. No.

Commissioner Donges: Have you completed your examination?

Mr. Katzenbach: Yes, I have completed my examination. I suppose somebody has got to start sometime, of course, and as an expert witness ——

Mr. Record: A fellow always has to start first as an expert witness, he can start the second time.

Mr. Katzenbach: I wanted to find out whether this was the first time he was to start.

Direct examination.

By Mr. Record (continued):

Q. Mr. Brackenridge, let us taken the item of annual depreciation. How did you arrive at that item with reference, for instance, to the rails?

A. By taking sections of the rails, by calibration to show the wear line.

Q. And from that personal inspection you figured the amount of the depreciation, and from the life of the rail as laid down, as shown by Mr. Swan's information?

A. Yes, I determined from that inspection and calibration that the nine-inch rail had a life of approximately 25 years, which would mean four per cent. depreciation on the nine-inch rail, and that the T rail had a life of about 33 1/3 years, which would mean an annual depreciation of three per cent.

Q. Does there appear in your statement the expired life of the rail?

A. Yes.

Q. Under the heading of accrued depreciation?

A. Yes.

By Commissioner Donges:

Q. That is the multiplication of the annual depreciation?

A. The annual depreciation and the percentage is shown in the first column.

Q. In other words, the number of years, nine into one hundred and nine?

A. Yes.

By Mr. Record:

Q. When you found the condition to be scrap, what did you do with it?

A. I depreciated—in cases where the rail had been down for more than 25 years, for instance, I depreciated it down to the value, the net value of the scrap rail to the company and I did not go below that.

Q. What did you figure that at?

A. At $13 a ton less the cost of putting it on the market $3 a ton, and 15 per cent. commission to the broker handling the old material.

Q. What did you make it net, what was the net to the company?

A. A little over $8.

By Commissioner Donges:

Q. Per ton?

A. Per ton.

By Mr. Record:

Q. Now, as to the track, you have two items here, one, tracks outside of the city to which you figure an annual depreciation of 3 per cent. Then the next item is tracks in the city on which you have figured the annual depreciation at 4 per cent. How did you arrive at that?

A. We arrived at that 4 per cent. by establishing the life of the rail, the average life of the rail at 25 years, which would mean an annual depreciation of 4 per cent.

Q. And from personal inspection, your accrued depreciation you arrived at in the same way by inspection and by information as to the life of the rail?

A. Yes.

Q. I think I will take that the other way and go through with one item alone. The tracks outside of the city you put the annual depreciation at 3 per

cent. You put the reproduction cost at $324,616.39. How did you arrive at that reproduction cost?

A. I arrived at that by unit prices which I know that character of work can be done for. I figured the rail as 75-pound rail, although Mr. Johnson told me that some of it was 70. I did not find any that looked as though it was 70, and I called it all 75 pounds at $30.40 a ton delivered in Trenton, with $1 a ton allowed for trucking to the work.

Q. That is on the theory of cost of reproduction new?

A. Cost of reproduction new.

Q. How did you arrive at your annual depreciation from there, just by applying your percentage?

A. By applying the percentage.

Q. How did you arrive at the accrued depreciation?

A. How did I arrive at it?

Q. Yes, in that item.

A. By subtracting the percentage from the cost to reproduce new gave me—at least, getting the percentage of the cost to reproduce new gave me the accrued depreciation and that subtracted from the cost to reproduce new gave me the present value.

Q. Your accrued depreciation came from applying your percentage to the expired life of the rail as shown by this information and your inspection, is that right?

A. Yes, the number of years it had been in, at a certain percentage.

Q. And that information appears upon Mr. Swan's sheet?

A. No, not all. It does in the city but not outside the city.

Q. Outside of the city, where did you get that information?

A. I got that from Mr. Johnson and from Mr. Swan.

Q. From both of them?

A. Yes.

Q. As to the life of the——

A. As to the time it was laid, to date, and I ap-

plied the life myself. For instance, if it was laid in 1900 I had 15 years; 3 per cent., that would be 45 per cent. depreciation on that particular item.

By Commissioner Donges:

Q. You multiplied the one year depreciation by 45 in that case and ascertained the accrued depreciation?

A. Yes.

Q. And then subtracted that from the value new?

A. As a matter of fact I applied the percentage direct. If it was fifteen years, at 3 per cent., I took 45 per cent. that is the way I did it.

By Mr. Record:

Q. The present value would be after the subtraction. I have not come to that item. The present value would be obtained by subtracting the accrued depreciation from the value new?

A. Yes, sir.

Q. As to the reproduction cost. I will take one or two more of these items before I try to form a general question. The tracks in the city you arrived at the reproduction cost how, in the same way?

A. In the same way, yes, sir.

Q. And the accrued depreciation, you arrived at in the same way?

A. In the same way, yes, sir.

Q. In the matter of the overhead line and feeders, how did you arrive at 4 per cent. annual depreciation?

A. I assumed a life of 20 years for all the structure of the overhead line except the copper wire.

Q. What did you do as to that?

A. I deducted the copper wire and did not apply any depreciation as to that.

Q. Why not?

A. Because the scrap copper is worth almost as much as the new copper, in fact, there are times when you can sell the scrap copper for more than you have to pay for the new wire.

Q. That is, when you take advantage of the market?

A. Take advantage of the market, yes.

Q. Then as to the item of reproduction cost, you arrived at that the same way as you described before?

A. Yes, except that the cost of the copper was taken out of the overhead line before the depreciation was applied.

Q. Then your accrued depreciation you arrived at by multiplying your four per cent. by the expired life of the overhead line. How did you arrive at the expired life?

A. In that case I took the whole overhead line and lumped it at ten years.

Q. Ten years?

A. Yes, fifty per cent. depreciation on everything but the wire.

Q. You assumed that it had a life of twenty years and half of it had expired?

A. Had expired.

Q. And your depreciation was made up that way?

A. Yes.

Q. The present value, of course, is the subtraction of the accrued depreciation from the reproduction cost. Under the special work you have put a ten per cent. annual depreciation; how did you arrive at that?

Commissioner Donges: Just a moment. Did you say you took five per cent. a year on overhead?

Mr. Record: Four per cent. he has it here.

Witness: Twenty years, that is five per cent.

Commissioner Donges: You have used four per cent. here.

Mr. Record: I have a pencil memorandum on here, that is four per cent.

Witness: Four per cent. taking the average life

as twenty-five years. That should be changed to twelve and a half years.

Q. As to your special work, you put a depreciation amount of ten per cent.?

A. Yes.

Q. How did you arrive at that?

A. By inspection of the work and track, establishing a life of ten years on that.

Q. You established a life of ten years?

A. Average life.

Q. On the special work?

A. Yes.

Q. Why is that a shorter life than rail?

A. It is subjected to more severe wear than the straight track is, it cuts out much quicker than straight rail.

By Commissioner Donges:

Q. By special work you mean curves, switches?

A. Curves, switches and frogs.

By Mr. Record:

Q. Is ten years a fair estimate of the life of such special work, according to your experience?

A. It is a very long life, according to my experience, most of my experience, in New York, it does not begin to last more than five years at the most in a busy street.

By Commissioner Donges:

Q. That includes cross-overs?

A. Cross-overs, switches, turnouts, branchoffs.

Q. Your reproduction cost and your annual depreciation are as you have explained, before, I assume. How did you arrive at the accrued depreciation, the amount of the accrued depreciation?

A. By multiplying the percentage per year by the

number of years to get the total percentage, and applying that to the cost to reproduce new.

Q. How did you determine how many years of unexpired life there was in a specific special piece of work?

A. From the information I got from Mr. Johnson and Mr. Swan.

Q. As to the time it was laid?

A. Yes.

Q. Paving; you put annual depreciation at five per cent. How did you arrive at that?

A. From my past experience and knowledge of pavement. It lasts about twenty years.

Q. Your accrued depreciation you arrived at upon what information?

A. From information given me by Mr. Swan as to the time the pavement was laid.

Q. Did you rely upon your inspection of it or didn't you make an inspection of it?

A. I made an inspection of it.

Q. Your power plant, you have put a four per cent. annual depreciation; upon what theory did you arrive at that?

A. On past experience and upon my examination of this plant.

Q. Your total value new of the power plant, $265,500, how did you arrive at that?

A. I just took the units that are necessary for the operation of the road and in operation, the DeLaval turbines.

Q. How did you figure?

A. I figured them, I figured the power plant at a lump sum of $118 per kilowatt.

Q. How many kilowatts?

A. 2250 kilowatts.

Q. At $118?

A. $118 a kilowatt.

Q. What did that include?

A. That included everything in connection with the plant, the engines, generators, buildings and land.

Q. The whole business?

A. Everything.

Q. Did it include the units not in use?

A. No, it did not.

Q. The units in use?

A. The units in use.

Q. How many units did you figure were in use; you have given twenty-two hundred and fifty, that accounts for that?

A. One 1500 and one 750 kw.

Q. The units you put down as not in use, what have you to say about them or what did you value them at?

A. I did not value them at anything at all.

Q. Did you consider them as scrap?

A. Yes.

Q. What would they be worth as scrap?

A. Whatever the weight of the copper and iron in them was. It is hard to say just what they would be worth as scrap.

By Commissioner Donges:

Q. Did you inventory and appraise the plant as you found it there, the units that are in service?

A. No, I did not.

Q. You took what your judgment would regard as good practice in reinstallation?

A. Yes, creating a plant of that capacity.

Q. Of the needed capacity, as you regard it?

A. Yes.

By Mr. Record:

Q. Are these unused units suitable for any purpose, useful purpose, emergency purposes, or otherwise?

A. They might be used in an emergency, but it is not good practice to use apparatus of that kind.

Q. They ought not to rely upon apparatus of that nature in your judgment?

A. No, they are not economical or good practice to use them.

Q. Did you figure in any item there separately for land or did you just lump it, or have you any figure for land in making that kind of an appraisal?

A. In the figures I used, we set aside five dollars a horse power for land which would in this case make about fifteen thousand dollars for the land.

Q. That was included in your $118 per kilowatt?

A. Yes, sir.

Q. Your car barns and contents, you have put a depreciation fund of two per cent.; how did you arrive at that?

Commissioner Donges: Just let me ask, what is the rates capacity of the units now installed?

Witness: One 1500 kw. DeLaval Turbine and one 750 DeLaval, two old belted engines, one is 750 I think, and another 300, and one 800, and one 800 direct connection. Is that right?

Mr. Johnson: Yes, then there are two motor generator sets.

By Commissioner Donges:

Q. You have taken 2250, one unit at 2250?

A. No, two units; two units, one of 750 and one of 1500 kw.

By Mr. Record:

Q. I went into car barns and contents before I meant to. I want to ask a question as to how you got at the accrued depreciation of that power plant. How did you get at the unexpired life of it?

A. From the records I got in Mr. Johnson's office I found that the DeLaval turbines were made in 1912, so I applied three years' depreciation there, twelve per cent., to those units.

By Commissioner Donges:

Q. Did you appraise the units now in the plant? I understood you to say you did not.

A. I did, the ones in operation, in use, the ones necessary for the operation of the road. I did not consider the others were.

Q. You did actually appraise the units now in operation?

A. Yes.

Q. I understood you to say that what you had done was to assume a plant that would be sufficient for the purpose.

A. No, I appraised that plant.

Q. The property actually there?

A. There, at a lump sum per kilowatt.

By Mr. Record:

Q. On the basis it was new?

A. On the basis it was new.

Q. When you applied the accrued depreciation that was from the unexpired life as determined by information that you got from Mr. Johnson's office as to the time that it had been there?

A. Yes.

Q. I come to car barns and contents. The two per cent. annual depreciation was arrived at how?

A. Five per cent.

Q. How did you arrive at that from your experience as a builder?

A. I made an inspection of all those cars——

Q. I am not talking about the cars; I am talking about car barns and contents. That seems to be your next item.

A. I measured up the buildings and figured them at eight cents a cubic foot.

Q. For the buildings?

A. Yes, sir.

Q. And the machinery and tools, what did you put in for that?

A. Machinery and tools? I put the machinery and tools in at $7500, the boilers and sand plant and heating apparatus at $6000.

Q. And the tracks?

A. And the track at $5000, the overhead line in

the barns at $1000 and the eight cents a cubic foot on the buildings made that total.

Q. And to all of that you applied two per cent. depreciation?

A. Two per cent.

Q. Does that fit in with your experience and knowledge of the life of such things?

A. Yes.

Q. How did you arrive at the account of accrued depreciation? Did you get the time the building was built?

A. One of those buildings was built quite recently; and I struck an average on those, I think, to get that two per cent., I mean, to get the number of years.

Q. You took an average for the whole of the car barn and contents, struck an average?

A. One of the buildings is recently built and the other one is an old corrugated iron affair that was second-hand when they put it up there, I understand.

Q. And you appraised that yourself?

A. Yes, I think that total sum there is a fair value to reproduce those things as they are.

By Commissioner Donges:

Q. To reproduce new?

A. New as they are, built out of second-hand material.

Q. Did you estimate second-hand material or new?

A. To reproduce the second-hand building out of second-hand material and the other buildings out of new material.

By Mr. Record:

Q. You have car barns and contents $156,000 in round numbers and a depreciation of $23,000. You figure the accrued depreciation on that upon your inspection of the plant, of the actual property as you find it?

A. Yes, sir.

Q. We come to the cars and other rolling stock, and your depreciation is figured on the life of what time?

A. Twenty years.

Q. That is five per cent. How did you arrive at the account of accrued depreciation?

A. I went over these cars, all that were in the barn, and saw what I could of those on the road, pretty carefully, and set opposite each car what I thought it was worth, and after I had done that and practically completed my estimate on it, Mr. Johnson stated that he was willing that seven years' life, seven years more life—seven years' life had gone, was a fair sum to assume over the entire equipment.

Q. Does that check up with your estimate?

A. My estimate of the depreciated value is $270,000, and applying Mr. Johnson's average of seven years, made $260,000. I accepted his figure on it.

Q. You put a figure based on the seven year period?

A. Yes.

Q. Outside of cars, what are these other items? You say other rolling stock, what are they?

A. Sweepers, plows, sand cars, work cars.

Q. What is the nature of those things, are they new or made over from other property?

A. The work cars I saw in the barn were just old passenger cars that had the seats knocked out, and were used for that purpose, for work cars, sand cars.

Q. What value did you put on the work cars, or didn't you value them separately?

A. In my first figure I put them down at $1500 apiece new.

Q. In the item of real estate you have simply said assessed value, $110,025. That was handed to you as the assessed value?

A. Yes, sir.

Q. And you just put it in upon information that it is the assessed value?

A. Yes.

Q. The item of the signal system, $1052, did you value that or did you just take that?

A. I valued that.

Q. There is no depreciation then in that?

A. I did not allow any; it is in as good condition now as it ever was.

Q. In these items of reproduction cost, or in these estimates of reproduction cost, did you include the item of contractors' profits?

A. Yes.

Q. That is, these are items of reproduction cost which you, as a practical contractor, would be willing to take the job of doing the work for?

A. Yes.

Q. In that item would be the profit that you would expect to be satisfied with as a contractor?

A. Yes.

Q. To that item you have added contingencies amounting to fifteen per cent.; that includes engineering, superintendence, and so forth. How did you arrive at that percentage?

A. That is a liberal allowance for matters that come up incident to the construction of a railroad.

Q. That is, after you figure on what you can see, you add that for contingencies? Is that the practice of builders and engineers?

A. They usually add ten or fifteen per cent.

Q. I would ask this question merely to read into the record, so it is handy there. Then as a result of that work you find the reproduction cost of this plant in Trenton to be $2,719,304.10?

A. Yes.

Mr. Katzenbach: Isn't that rather a leading question, Mr. Record?

Mr. Record: It is, but I just wanted the totals in the record merely for convenience. I don't think it is properly leading.

Mr. Katzenbach: All right; as long as it is only going to be used for convenience.

Q. The annual depreciation is $95,605.01?

A. Yes.

Q. And the accrued depreciation is $829,017.56?

A. Yes, sir.

Q. And the total present value of that property as it is, is $1,890,286.54?

A. Yes, sir.

Q. Does this annual depreciation of $95,000 represent what, in your judgment, ought to be set aside or expended each year to keep this property up-to-date?

A. It should be set aside, yes; not necessarily expended each year.

Q. But one year with another, your estimate of the amount of depreciation that will accrue to this road is $95,600?

A. Yes.

Q. That is what that means?

A. Yes, that is what that means.

Q. As a practical operator of roads of this character, what effect upon the earnings in the future would you consider the fact that this property has shown a decreased earning during the last year would have?

Mr. Katzenbach: Pardon me; I did not quite catch the question.

(Question read.)

Mr. Record: You made the point that the earnings have gone down. I want to ask him what his opinion is as to that, will it continue, is it sporadic, how should it be treated?

Commissioner Donges: Perhaps you better reframe it.

Mr. Katzenbach: It seems to me he has not shown he is a practical operator of roads of this character.

Mr. Record: Let us start the question without that.

(Question read as follows: "What effect upon the earnings in the future would you consider the fact that this property has shown a decreased earning during the last year would have?")

Mr. Katzenbach: If the witness can answer, I have no objection to it.

Commissioner Donges: Very well; answer the question.

Witness: In the absence of any information as to the specific cause of the decrease of receipts, I should not be alarmed about it, as a great many railroads throughout the country have had a decrease in this year, due to the unsettled condition of business.

Q. Is it fair to assume that in a railroad property generally, in a growing and thriving city, that the decrease in any one year is likely to be permanent?

Mr. Katzenbach: It seems to me that is just asking what his guess is.

Mr. Record: Your friend Ford guessed most elaborately and I did not object to it.

Mr. Katzenbach: He always had a basis for it.

Mr. Record: I don't know whether he did or not.

Commissioner Donges: Is the question objected to or not?

Mr. Katzenbach: I would like to hear that question again.

(Question read.)

Mr. Record: It would seem to me that anybody who has been for twenty years connected with street

railways in one way or another would know whether there were any sporadic instances of changes in earnings or when earnings started to go down they forever went—afterwards went way down and disappeared.

(Question read.)

A. No.

Q. Does a railroad of this kind need any working capital?

A. No.

Q. Why not?

A. When the railroad is constructed new and put in operation the bills and pay rolls do not have to be met until they can be made out of the receipts from operation of the road, and the same thing would apply to a railroad that had been in operation for a number of years; it accumulated sufficient receipts to pay its bills as they came in, and pay rolls. I have never had any working capital in any railroad I had to start in operation.

By Commissioner Donges:

Q. In other words, you got your working capital out of income, out of earnings?

A. Out of the receipts of the road, that is customary.

By Mr. Record:

Q. What, in your judgment, is the rate per cent. that a company well managed, with a proper depreciation fund maintained each year, will have to pay to get money for extensions, if the existing operation shows say six per cent.?

Mr. Katzenbach: I object to that question, because it seems to me the witness has not shown he has had any familiarity with the securing of money for railroad enterprises under present conditions.

Commissioner Donges: I understood his experience went so far as to include not only the building of railroads, but the equipping and operation of roads; it that right?

Witness: That is my principal occupation, trying to get money to build a railroad.

Mr. Katzenbach: Trying to get it?

Witness: Getting it.

Mr. Katzenbach: If he has been trying to get it I have no objection.

Commissioner Donges: I understood his experience covered the promotion of railroads, and the operation, in the first instance.

Mr. Katzenbach: He may make a very valuable witness, he may tell us where we can get it cheap.

Mr. Record: You cannot get it cheap if you have mismanaged the road.

(Question read.)

A. If the existing operation shows six per cent. over and above all these expenses, they should have no difficulty in getting money at from five to six per cent.

By Commissioner Donges:

Q. In the present market?
A. I think in the present market, yes. The market is a little different in the last week than what it was prior to that.
Q. What was the change?

Mr. Record: The money market has been disturbed for a year or so, has it not, generally?

A. Railroad securities are beginning to look up a little and have for the last week. Prior to that it was difficulty to get money for railroad purposes.

By Mr. Record:

Q. My question applies not to the present market, but to one year with another as you have found.

A. One year with another, there should be no difficulty in getting money at six per cent. on a road that had demonstrated its ability to earn the interest.

Mr. Record: I think that is all.

Mr. Katzenbach: I probably could shorten the examination of this witness, practically it is comprised in this exhibit of which Mr. Record has given me a copy, and I would suggest that as long as he has another witness here, he go on with the direct examination of that witness. I would take longer anyway than the Board would probably sit today.

Commissioner Donges: That was the arrangement yesterday; it would be well to adhere to it.

Mr. Record: All right; I will put Mr. Rand on.

E. C. M. Rand, sworn on behalf of objectors.

Direct examination.

By Mr. Record:

Q. Mr. Rand, where do you reside?

A. New York City.

Q. What is your business?

A. That of railway financial expert.

Q. Will you tell the Commission as briefly as you can what experience you have had in your business life bearing upon the question of the building,

operating and valuing of street railways and the market for money for such purposes, commencing with the beginning of your business experience?

A. Prior to 1885, I was connected in contracting on railroads in the west and northwest. About 1885 I went with Russell Sage as his expert and was with him for seventeen years acting as expert in valuing properties that he was purchasing, or the securities of which had been offered to him to make loans, also in administering the properties and constantly keeping supervision over properties in which he was a director or in which he had investments, and passing on questions relating to improvements, refunding of securities, increasing securities, increasing the amount of outstanding securities, and also advising him where additional investments were to be made or where he was making loans to these companies; also in practically all of the questions involved in administration, covering the question of rates to be imposed on various articles of traffic, covering the questions of rates that were to be placed upon bonds or securities that were put out. During that seventeen years my association was had also with a number of the leading lawyers and law firms in a discussion an study of the various questions involved. Among the lawyers and law firms with which I was associated first I mention Benjamin Harrison, who was President of the United States; Charles W. Fairbanks, who was Vice-President; Parrish & Pendleton of New York; Anderson, Pendleton & Anderson of New York; Thompson, Vanderpool & Cummins of New York; James Schnell & Elkus, New York; Carter, Hughes & Cravath, Mr. Hughes now a member of the United States Supreme Court; Davis, Kellogg & Severance of St. Paul, Minnesota; McCormick & Spence, Dallas, Texas; Goldwaite, Ewing & Ring, Houston, Texas; Hornblower, Miller & Byrne, New York City; Britton & Grey, Washington; George S. Coleman, General Counsel, Public Service Commission, First District, New York; Thomas Carmody, Attorney-General, State of New York; Corporation Counsel,

John J. Delaney, New York City; Corporation Counsel, William D. Ellison, New York City; Corporation Counsel F. K. Pendleton, New York City, Corporation Counsel, A. H. Watson, New York; Corporation Counsel, John J. Fallon, Hoboken; the association with these gentlemen was in the discussion and in association in various cases involving valuation, involving questions of valuation. In addition to that, during the time I was employed with Mr. Sage I also acted as engineer of the Toledo and Ohio Central Railway, chief engineer in reconstruction of the Iowa Central Railway, and chief engineer in reconstruction of the New York & Massachusetts Railroad, the successor name was the Poughkeepsie & Easton. I made a detailed physical examination of the Missouri, Kansas & Texas Railway.

Q. For whom?

A. For whom?

Q. In what capacity?

A. That was in a proceeding, there was an application made in the United States Court before Judge Brewer in the eastern district of Kansas, for a receiver. He claimed the facts before him did not justify a receiver.

Q. I just want to know the title. Go ahead.

A. Then, an examination and investigation and report on the earnings of the Missouri, Kansas & Texas in the determination of a case before Judge Lacombe of New York, in connection with the second mortgage, the second mortgage originally issued income payable for ten years, if earned. Four coupons were paid, six they claimed were not paid on account of the income not being sufficient. Valuation of the Anderson & Lebanon, valuation of the Chicago, Milwaukee & St. Paul in proceedings in the Supreme Court of Minnesota, valuation of the Southern Pacific in Texas in an action for accounting and receiver before Judge Bryan, Federal Judge in the Northern District of Texas; valuation of the Texas, Sabine Valley & North Western Railway; also in the Federal Court of Texas; valuation of the Oregon-Pacific Railway in foreclosure and receivership proceedings

in the State of Oregon. It was in that case that Judge Hughes was associated; valuation of the San Antonio & Arkansas Pass Railroad; valuation of the Union-Pacific property in foreclosure proceedings at Omaha; valuation and reconstruction of the Shore Line Railway in Canada; valuation of the Burlington, Cedar Rapids & Northern Railway in an action to set aside a lease to the Chicago, Rock Island & Pacific; valuation of the Iowa Central Railway and the Peoria & Pekin Union; valuation of the stragetic value of the terminal of the New York Central & Hudson River Railroad in New York City; as expert in the eighty cent gas case, in the rate case, the eighty cent gas case, Wilcox versus the Consolidated Gas, a separate valuation of the Consolidated Gas in another proceeding. As expert for the City and State of New York in the Jamaica Water Supply case—that is found in 139 New York Reports. In court proceedings in New York State Courts, valued for the city and also for the State of New York, the Consolidated Telegraph & Electric Subway, the Metropolitan Street Railway the Manhattan Elevated Railway, the Third Avenue Street Railway, the Brooklyn Heights Railway and its subsidiaries the Second Avenue Railway, New York City, the Ninth Avenue Railway, New York City, the Fourth and Madison Avenue Railroad, New York City, Eighth Avenue Railroad, New York City, Central Park Crosstown Railway; Twenty-third Street Railway; Thirty-fourth Street Railway; Forty-second Street Railway; United Electric Light & Power Company; Western Union Telegraph; valuation of the Albany & Susquehanna & Rensselear and Saratoga Railroads, in determining the value of those companies to the Delaware & Hudson. I was associated in the Minnesota Rate case, the Southern Rate case, and the Brooklyn Rapid Transit five-cent fare to Coney Island, Coney Island &Brooklyn, the Fifty-ninth Street case; engaged at the present time as expert for the City of Hoboken in the reduction in street car fare. Is that enough?

Q. I should think so. That brings you down to

date, I should think, with the Hoboken case. What period of years did you say that covered, from 1885?

A. From 1885 practically to date.

Mr. Record: Mr. Katzenbach, do you want to cross-examine about his qualifications?

Mr. Katzenbach: No. I think if he was associated with Russel Sage for seventeen years, he will do for us.

Q. Mr. Rand, have you made a study of this Trenton Street Railway system?

A. I have, so far as the time and conditions have permitted.

Q. Tell the Commissioners what you have done.

A. With Mr. Brackenridge and Mr. Swan, Mr. Mr. Swan pointing out the way and showing what property belonged to this company, the tracks which belonged to this company as distinguished from other tracks in the city, also stating the years and time when it was laid, and also giving any other information which he might have from personal knowledge or which he might obtain from his records, in connection with the original construction or what had been done to the property since——

Q. Have you worked in conjunction with Mr. Brackenridge?

A. In this physical examination, with Mr. Brackenridge, made various measurements of the different tangible items, also made notes of all of the physical property as we went over it and in connection with Mr. Brackenridge checked up those notes, and in connection with Mr. Brackenridge made computations on all the various items to which he has testified.

Q. You have helped Mr. Brackenridge in the preparation of this appraisement, the summary of which has gone in here?

A. I have.

Q. You have been in constant touch together in

working out the results that are shown upon that statement which has been offered in evidence?

A. That is true.

Q. In each of these items, we will take for instance the first item, tracks outside of the city; you start with the annual depreciation. Was that arrived at by you and Mr. Brackenridge after discussion and study between yourselves?

A. In this case?

Q. Yes, in this case.

A. In this case, yes, after a very careful consideration. I might say in one case particularly we had a great deal. We had practically determined for twenty years for the life of the rails in the streets, but after further discussion Mr. Brackenridge thought it was not quite fair to the city, so in order to settle that we went out and made a physical caliper of the various rails, having gotten the number of the section from Mr. Johnson, then had a print section made of that and fitted the calipers to that section, to that drawing, and after that was done we determined the extent of the life which he had only determined superficially, to twenty-five years.

Q. As far as the principal upon which these figures were worked out of depreciation, those are figures that were arrived at by discussion and comparison of past experience, and so forth?

A. Very careful discussion and consideration.

Q. When it came to the question of reproduction cost, how did you approach that?

A. The reproduction cost was taken from data in Mr. Brackenridge's office, from his files, showing the cost and bill and prices of various articles accompanied with labor estimates in each case.

Q. Did you apply to those figures your own experience?

A. My own experience and judgment.

Q. That is, whatever either of you turned up in these investigations you checked up with the other's experience and worked out what you had was a fair

price or figure to put down in each instance after discussion between you?

A. Yes.

Q. That is the method of it?

A. Yes.

Mr. Katzenbach: Don't you think that is a little leading?

Mr. Record: I think it is leading, but at the same time it is not leading in the true sense. These gentlemen worked together and I can get that all out in ten questions or I can pump it out at once. It is not to be supposed that men of this character need to be prompted. That is the way the work is done. That is the question. Is it overruled?

Commissioner Donges: The question has been answered.

Q. I ask you to state upon the record now, what, in your judgment, is the reproduction of this Trenton Street Railway system at the present time?

A. $2,719,304.10.

Q. What, in your judgment, is the annual depreciation fund that ought to be set aside to cover the annual depreciation of this property?

A. $95,605.01.

Q. What, in your judgment, is the accrued depreciation to this property at the present time?

A. $829,017.56.

Q. What, in your judgment, is the present value of this plant as depreciated?

A. $1,890,286.54.

Q. In the statement submitted by Mr. Brackenridge he allowed fifteen per cent. for contingencies upon all of the items, after the items had included the contractors' profit; in your judgment is that a liberal allowance?

A. Very liberal.

Q. What, in your judgment, should it cost, one year with another, a road like this, operated effi-

ciently and kept up-to-date and earning at least six per cent. upon its cost, what, in your judgment, should such a road have to pay for money for extensions as extensions were needed?

A. I would say six per cent.

Q. You would say six per cent.?

A. Six per cent.

Q. One year with another?

A. Yes.

Q. What is your definition of a depreciation fund?

A. This is a definition I have adopted after a great many years' experience, for the purpose of having a definite understanding as to what is meant when the expression "depreciation fund" is used. My definition is this: A fund based upon the average life or lives of the various items which go to make up a property, physically set aside at interest out of gross earnings annually, not merely a bookkeeping entry, to equalize operating expenses, to conserve the capital invested; a fund provided to replace the items of a property or other parts as they reach their age limit, or when deteriorated below a degree of safety or efficiency. All such replacements, when made, either replace the item or extend its life, and are charged to depreciation fund account as distinguished from expenditures charged directly to operating expense for repairs which only maintain the function of the item and do not necessarily extend its life.

By Commissioner Donges:

Q. What do you mean by equalize operating expenses?

A. Primarily, any expenditure which is made to keep up the property is chargeable to operating expense, but if you have not—experience has shown that you do not anticipate the going-to-pieces of an item, you will come to years when you will have to use all of your net earnings, all of your earnings to replace certain parts of the property. For instance, if you have to replace your rail and ties it

would consume all of your earnings. By anticipating, determining on the basis of the life, which is the fairest method, how long the life of the item is going to be, you then set aside each year an amount which represents the original cost on the basis of the percentage determined by the years.

Q. In other words, you put aside each year, covering the estimated life of each item, a proportion corresponding to the life and cost of that article.

A. And to that item charges are made; if your car is renewed, you take the old trucks out and put new trucks under, you charge that to depreciation fund, because the life of the car is extended.

Q. I did not know what you meant by the term equalize.

A. It means that.

By Mr. Record:

Q. Is that annual depreciation of $95,605 that fund upon this statement prepared by Mr. Brackenridge and you, a fund that in your judgment answers that theory, that definition?

A. It does.

Q. That is, it is your judgment that if that sum of money was set aside actually each year, that would keep this property up-to-date so far as the existing property is concerned?

A. And charge to it only items of replacement.

By Commissioner Donges:

Q. In other words, it would be a property of the present value at all times?

A. Yes. If this fund, in a case like this, if it had been done heretofore, we come to this date and there is a balance in the depreciation fund in the bank ——

Q. On your theory then, if that $95,000 is applied or put one side ready for application ——

A. Yes.

Q. —— and the necessary repairs are made out of operating expenses ——

A. Yes.

Q. —— whenever the Board chooses to value the property in coming years they would find a depreciated value which, plus the depreciation fund, would give a property of full value?

A. Full value, that is it exactly.

Q. Is that, in your judgment, the way an up-to-date road should be conducted?

A. That is.

Q. Have you any opinion, and if so what is it, upon the question of the need of working capital in a street railway of this kind?

A. Of this kind, I don't see any need, because your receipts shown there amount to in the neighborhood of a couple of thousand of dollars a day, they are accumulating; out of that you meet your operating expenses and I see no necessity, and I have never known of a case where working capital was actually set aside.

Q. Have you made a study of the companies leased by the Trenton & Mercer County Traction Company, as to their securities, with the idea of showing to what extent the securities outstanding represent what we popularly call watered securities, or which have been issued without the payment of money or its equivalent?

Mr. Katzenbach: That is objected to. I don't see how any one could—I have never heard a case where anybody could express anything more than a mere guess.

Commissioner Donges: Why isn't that, Mr. Katzenbach, nothing more than a statement of the judgment of this witness as to the value of the physical property and other property of each of the companies subject, as he views it, to capitalization, standing over against the existing issues of capital stock? We will permit the question to be answered.

The question is merely, have you made a study?

Mr. Record: I don't suppose that is objected to.

Mr. Katzenbach: I don't think that is objectionable, as to whether he made a study.

Q. What do you answer?
A. I have.

Mr. Katzenbach: I think we ought to show what study he has made.

Witness: I can tell that.

Q. Have you reduced to typewriting the result of that study?
A. I have.
Q. Will you produce it?
A. I do.

Mr. Record: Mark that for identification.

(Statement showing various issues of securities marked Trenton-38, for iden.)

Q. How have you made up this exhibit marked for identification 38?
A. May I tell just what I did?
Q. Yes, that is exactly what I want you to say.
A. I first, through Mr. Bird and yourself, made an effort to get at the books of the original companies and I was told by you that a subpoena was issued to the agent of the company to produce the books. Mr. Macpherson replied to that subpoena and stated that he would have the books over here, he was to bring the books to his office, meaning all of the books of these subsidiary companies, showing their transactions from the first, or as far back as available. You told me, Mr. Record told me that the books would be at Mr. Macpherson's office last Thursday. I went there on Friday and I found one ledger and one journal of the Trenton Street Railway Company, the ledger calling for two journals, that is, referring to two journals. It was not possible to make any definite investigation from what there was there, it

being segregated. Mr. Macpherson said he would make an effort to get the rest of the books over in his office. In the meantime Mr. Grookett told me he did not think he would be able to produce the books; he did not know where they were. I then went to my own office, where I keep files as complete as it is possible to get them, going back to 1831, covering steam and traction companies and utility companies. From those files, and also from the complaint in this case, statements in the complaint in the record of the case, I was able to make up this statement which you have just shown to me and marked for identification.

Q. What did you find was the amount of the stock issue of the Trenton Horse Railroad Company?

A. $144,400.

Q. You have that wrong, haven't you? The original stock issue of the Trenton Horse Railroad?

A. I did not understand you to say original. The Trenton Horse Railroad, originally, $36,100.

Q. The City Railway Company, original?

A. $90,000 of stock.

Q. The Hamilton Township Street Railway Company?

A. $20,000 stock.

Q. South Clinton Avenue and Broad Street?

A. $20,000 of stock.

Q. That aggregated how much?

A. $156,100.

Q. On the consolidation, how much was that $156,100 of stock expanded to?

A. $1,500,000.

Q. What do you say, so far as you can learn, as to the consideration of that $1,500,000?

Mr. Katzenbach: That is objected to. I cannot see how this witness could testify unless he showed some knowledge with reference to it.

Commissioner Donges: The witness says he has made a study, he has gone over the books.

Mr. Katzenbach: He said he had not gone over the books.

Commissioner Donges: I understood he had gone over the books.

Witness: I could not get only two. I took this from my records and also the complaint in this case.

Mr. Record: We applied for the books and did not get them.

Commissioner Donges: I understood he got some facts which shed some light.

Witness: No, they were not used, because they were not complete, one ledger and one journal, where there should be two journals.

Commissioner Donges: We will permit him to answer the question.

Mr. Katzenbach: I would like my objection noted, please.

Commissioner Donges: Yes.

Witness: The original stock ——

Commissioner Donges: The question is, what consideration supported this issue of $1,500,000 so far as your study showed?

Witness: The original stock, $156,100 and the assumption of the bonds.

Q. Bonds to what amount?
A. $190,000.
Q. Composed of what items?
A. Trenton Horse Railroad Company, $100,000; City Railway Company, $90,000.
Q. How many bonds did the Trenton Passenger Railway Company issue?

A. A million and a half.
Q. How many were outstanding in 1894?
A. $721,000.
Q. How were those to be paid?
A. By the provision of the mortgage deed, $10,000 was to be passed to the sinking fund in 1906 and thereafter to 1916, and in 1916 and thereafter to 1926, $15,000 annually, and thereafter $20,000 annually to 1931, which is the date of maturity.

By Commissioner Treacy:

Q. Do I understand you to say the Trenton Passenger Railway issued a million and a half?
A. A million.

Mr. Katzenbach: The witness said a million and a half; that shows the futility of all this examination.

By Mr. Record:

Q. Which is correct?
A. The Trenton Passenger Railway Company—I am reading from this memorandum—The Trenton Passenger Railway Company issued a million and a half of bonds.
Q. This statement is a million.
A. This statement says a million, six per cent. That may come from taking it from different sources, the records may have been that way. I can tell you where I got that.
Q. Where did you get that?
A. The first part was taken from the complaint; the million dollars was taken from the American Street Railway Journal, 1894, page 145.
Q. That was the statement of one million?
A. Yes, sir.
Q. You have here in this statement one million?
A. Yes.

Mr. Katzenbach: Pardon me. I think he said the

statement of a million and a half he took from the record, from the Street Railway Journal in 1894.

Witness: No; one million is what I took from that. The first part of the statement was taken from the complaint.

Q. That is the million and a half?
A. The million and a half.
Q. You have your statement here one million.
A. That was taken—I took it as I found it ——
Q. From the American Street Railway Journal?
A. From the American Street Railway Journal.
Q. The Trenton Street Railway consolidation in 1898; what was the capitalization there before and after, stock first; the Trenton Passenger Railway, the Pennington Avenue Railway, The Mulberry Street Railway Company, and the Ewing Passenger Railway Company?
A. $1,515,000.
Q. $1,515,000?
A. Yes.
Q. And the bonds?
A. $990,000 of bonds and $10,000 of bonds.
Q. That is one million of bonds?
A. Yes.
Q. For what was that exchanged; what was the capitalization after that consolidation?
A. I will just read this. The Trenton Passenger Railway Company, which had outstanding apparently one and a half million of bonds, received new stock—one and a half million of stock—received new stock to the amount of $990,000, and $540,000 of bonds. The Pennington Avenue Railway received $6,000 of bonds, the Mulberry Street Railway received $6,000 of bonds, the Ewing Passenger Railway, $10,000 of stock, making of the new issue $1,000,000 of stock and $652,000 of bonds, an expansion of $36,700.
Q. But an exchange thereof some stock into bonds, to the extent of $640,000?

A. Yes. Exchange of stock into bonds, $540,000, $6,000 and $6,000.

Q. That is, $552,000?

A. That is $552,000.

Q. Of the stock of the constituent companies was exchanged for bonds on the consolidation?

A. Yes. I think the statement in that application is a typographical error when it says one million, because it is stated as a million and a half, and another statement a million and a half, so I think the million and a half is unquestionably correct. I accepted the million and a half.

Q. Your statement here in this consolidation is $990,000 and $10,000?

A. That is correct.

Q. And then the two million was issued, with which a lot of this is taken up?

A. That is right.

Q. What did you find with reference to the Trenton Street Railway?

A. The Trenton Street Railway Company owns $128,000 five per cent. first mortgage bonds of the Mercer County Traction Company as of 1912. In 1905 the amount of bonds owned by the Trenton Street Railway Company appeared to be $163,000.

Q. What stock holdings has the Trenton Street Railway Company?

A. The Trenton Street Railway Company owns all of the stock of the Mercer County Traction Company, practically the entire stock of the Trenton, Pennington & Hopewell Railway Company since 1903, and all of the stock of the Trenton, Hamilton & Ewing Street Railway Company since 1906.

Q. What was the funded debt of the Mercer County Traction Company in 1904?

A. $276,000 first mortgage five per cent. gold bonds outstanding, authorized $300,000.

Q. The Trenton & Mercer County Traction Corporation you have on this statement the mere statement of what—I think it is in the bill, just the leasehold statement, that is the leasehold statement, isn't it? You state it in here as what you find?

A. Yes.

Q. The Trenton & Mercer County Traction Corporation, what they did?

A. They leased from the United Power & Transportation Company, which owns 19,963 shares of the Trenton Street Railway Company, the Trenton Street Railway Company, Mercer County Traction Company, Pennington & Hopewell Street Railway Company, the Trenton, Hamilton & Ewing Traction Company, at an annual total rental of $80,000 for the first year, $82,500 for the second, $85,000 for the third, and the increasing $5,000 per annum until $150,000 per annum is reached in the sixteenth year, which is to be the maximum annual rental.

Q. What do you find the total outstanding securities, stocks and bonds together, of these corporations? Take the Trenton Street Railway first, stock outstanding is how much?

A. Stock outstanding, one million dollars.

Q. And bonds?

A. Two million dollars.

Q. Stock of the subsidiary companies?

A. $550,000.

Q. And bonds of the subsidiary companies?

A. $1,000,000.

Q. Making how much outstanding?

A. $4,550,000.

Q. What do you find was the stock of subsidiary companies which were issued with bonds?

A. $550,000.

Q. What do you find is the extent of the increase of the stock at the time of the first consolidation?

A. $1,343,900.

Q. And at the time of the second consolidation?

A. $36,700.

Q. And you have put in the bonds of the Mercer County Traction Company you have referred to, the $128,000?

A. Yes.

Q. Why have you put that in?

A. I assumed they are in the same position that they would be if they had never been issued.

Q. That makes a total of how much?
A. $2,058,600.
Q. What, as the result of your study, is that $2,058,600?
A. Based upon?
Q. What is it?
A. I did not get the last.
Q. What is that $2,058,600 in your judgment, as the result of your study?
A. $2,491,400?

Mr. Record: Read the question.

(Question read.)

Q. What does it represent?
A. It is the expansion of the original securities.
Q. Does it represent money paid in, so far as your study shows?
A. There is nothing that I have seen that would represent any part of it as money which was paid in.
Q. Then deducting $2,058,600 from the total issue of $4,550,000, leaves $2,491,400, which in your judgment represents what?
A. The original property upon which the expansion was made.

Mr. Record: The witness has described the items and told the sources of his information, and I offer that in evidence.

Mr. Katzenbach: We object to the offer of the document in evidence. The witness has testified to his deductions from certain evidence given by Mr. Record, certain facts or certain statements made by Mr. Record and others, and I don't think it is a proper exhibit.

Commissioner Donges: Mr. Katzenbach, it appears that if this is material at all, that the evidence is in possession of these street railway companies. An effort has been made on the part of the city to

secure the books and the first-hand records from which the study could be made. That not being accessible, and insofar as the witness was concerned, procurable, he has made a study from the best he could get. The Board will receive it with the knowledge that if the statements are inaccurate, the probabilities are that the books will be open to the company, your clients, the respondent here, to secure the proper information. In view of the situation the Board will receive it.

Mr. Katzenbach: As I understand it, there are no books of the Trenton & Mercer County Traction Corporation to which this witness has not had access, and also all the books of the Trenton Street Railway which, by arrangement between Mr. Record and Mr. Macpherson, were in Mr. Macpherson's office. I put the question clearly to Mr. Record whether there was any objection to Mr. Grookett taking the books at that time and he said no.

Commissioner Donges: That is true, but the witness said the books which would provide the information necessary to determine what he is seeking to set forth in his statement were not provided. That may not be chargeable to your client at all.

Mr. Katzenbach: It may not be chargeable to any one, so far as that goes.

Commissioner Donges: They should be in the possession of the lessors, if anybody has them.

Mr. Katzenbach: But then the evidence submitted would show they were not the books of the lessor company.

Commissioner Donges: Not the books of the lessors?

Mr. Katzenbach: If the information would have been obtained anywheres, it would have been ob-

tained from the books of the Trenton Passenger Railway Company Consolidated.

Commissioner Donges: That is a constituent part.

Mr. Katzenbach: It was one of the factors or one of the companies which was consolidated to make the Trenton Street Railway Company. That is twenty-four years ago, long before these Commissions were ever thought of, and it may be that these books cannot be found, or something of that kind.

Commissioner Donges: It may be the evidence is not in existence, or it may be shown by cross-examination that this statement is valueless, but for what it purports to be in the circumstances, the Board will receive it.

(Statement marked Trenton-38, for iden., received and marked Ex. O-38.)

Mr. Record: That is all.

Commissioner Donges: Then you will defer your cross-examination of this witness?

Mr. Katzenbach: Yes. I suppose the Board would recess anyway.

Commissioner Donges: Until next Monday at 11.00 o'clock here.

Mr. Sommer: If we are to go on next Monday, can we not, before Mr. Katzenbach takes up the cross-examination, put on the two witnesses who are employes of the Board, so as to save their time?

Mr. Katzenbach: Yes, very well; I have no objection to that.

Adjourned until Monday, November 15, 1915, at the State House, Trenton, N. J., at 11.00 o'clock A. M.

NINTH HEARING.

Trenton, N. J., Monday, Nov. 15, 1915.

Before the following Commissioners:
R. W. E. DONGES, ESQ.,
J. W. SLOCUM, ESQ.
F. H. SOMMER, ESQ., General Counsel.
P. BETTS, ESQ., Chief Inspector.

For Petitioner, Trenton & Mercer County Traction Corporation, appears F. S. KATZENBACH, ESQ., and EDWARD M. HUNT, ESQ.
For Objector, City of Trenton, appear GEORGE RECORD, ESQ., and C. E. BIRD, ESQ.

Commissioner Donges: You were to cross-examine, Mr. Record.

Mr. Record: With the Board's permission I would like to put both Mr. Rand and Mr. Brackenridge on for one question which I completely forgot about; that is, development cost, and going concern value.

Commissioner Donges: You may do that.

J. C. BRACKENRIDGE resumes the stand on behalf of objector, City of Trenton.

Further direct examination.

By Mr. Record:

Q. You were present in court before the Board when Mr. Ford gave his ideas of going concern value?

A. Yes, sir.

Q. Intangible values. With reference to that I ask you the general question what is your experience and your opinion in reference to public utilities such as a street railway, as to the items of going concern, good will, franchise, or any other element of intangible value?

A. They have no place in the valuation of the physical property of a street railway. A great deal has been said on this subject. It reminds me of the fairy tales my mother used to tell me as a boy of fairies and goblins ——

Mr. Katzenbach: I object to that.

Commissioner Donges: The question has been answered.

Q. Is there any way to fix in percentages of gross, or any other way such items as going concern value?

A. In the work I have had in railroads, which has been quite extended, we have never used that term. We prefer to call that—at least I should call it, intangible value.

Q. What is intangible value?

A. Intangible value is represented by a sum over and above the operating expenses, taxes and a suitable sum set aside each year for depreciation. That sum capitalized at a given rate of interest would represent the intangible value.

Q. Is there any way to subdivide ——

Commissioner Donges: Wait a moment. Will you read the answer?

(Answer read.)

Mr. Record: That represents the total value ——

Mr. Katzenbach: That is objected to.

Mr. Record: All right.

By Commissioner Donges:

Q. What is the sum over and above operating expenses, taxes and depreciation? How do you arrive at the sum which would be set apart and capitalized? What does that represent?

A. Take for example a railroad property that cost $100,000; if that property earned $10,000 and it took $6,000 to pay the operating expenses and taxes and set aside an appropriate sum for depreciation, then $4,000 would be capitalized at a given per cent., say 4 per cent. of $100,000 would be the intangible value of the property.

Q. Intangible?

A. Yes.

Q. You mean that some of the $100,000 capitalized at 4 per cent. would represent some value, what you call intangible, not represented by physical property?

A. Yes. It would be considered separate.

Q. In the given case, in your illustration you make no allowance whatever for any return on the $100,000 which you say is the investment in physical property?

A. Well, I meant deducting—the interest on money invested.

Q. You said assuming an investment of $100,000 earning gross of $10,000, operating expenses, taxes and depreciation fund, amounting in the aggregate to $6,000?

A. And interest on investment, I should have said.

Q. Do you say that over and above a proper return on the investment in tangible property, assuming that to be definitely ascertained, operating expenses, taxes, and a proper allowance for depreciation that there is some value upon which the company is entitled to earn; do you say that?

A. Yes.

Q. How do you ascertain that?

A. You ascertain that by deducting your operat-

ing expenses and taxes and the six per cent. return on the money invested.

Q. And depreciation?

A. And a suitable amount for depreciation each year.

Q. Yes.

A. And the surplus, the difference between that and the gross earnings could be capitalized to represent intangible value.

Q. At six per cent.?

A. At a given rate of percentage. I should think six per cent. would be liberal.

Q. What is that?

A. I say six per cent. would be about right.

Q. In your judgment, intangible value depends upon the earnings of the company and represents that allowance equivalent to the excess of earnings above a net return of six per cent. upon the actual investment or actual value of tangible property, operating expenses, taxes and depreciation allowance, is that right?

A. Yes, sir.

Q. Then, if a company is earning a large sum in excess of the return its intangible value is high?

A. Is high.

Q. And if there were nothing above operating expenses, depreciation and taxes its intangible value would be practically nil?

A. Practically nothing.

Q. Isn't that in effect saying the same thing that the claim for franchise value chiefly depends upon the sum that the company has been earning; isn't that in effect the same thing?

Mr. Record: I don't think ——

Commissioner Donges: Let the witness answer.

A. I think that franchise value and intangible value represent practically the same thing.

Commissioner Donges: I gathered that from your answer.

By Mr. Record:

Q. Should any allowance, in your judgment, be made in these rate-making cases for this intangible element of value, whether you call it good will or franchise, or whatever definition you want to put to it?

A. No; there are no values which should be taken into account ——

Commissioner Donges: That don't answer the question. Read the question.

(Question read.)

A. No, I think not.

By Commissioner Donges:

Q. You wouldn't make any allowance for it?

A. No.

Mr. Record: I thought the chairman assumed the witness was saying something which he clearly hadn't said. I was trying to have him make a definition first, then whether it should be allowed or not comes afterward.

Commissioner Donges: It seems his answer was to the effect there should be some allowance.

Mr. Record: No; he didn't say that.

Commissioner Donges: And there was a value determined in that way.

By Commissioner Donges:

Q. If you can clear that up you might do it. I am not perfectly clear.

A. It should be made in this way: If the company, for instance, as is the case with many railroad

companies, in the early stages of their existence they actually make a deficit. I think it perfectly proper that this deficit, if it had been made and shown and definitely determined, should be credited to capital account.

Q. Would that be any part of your intangible value of which you spoke?

A. It ultimately would become part of it.

Q. Isn't that a very tangible thing?

A. No. It becomes part of the capitalization of the company. It is the cost of development in other words.

Q. Isn't the actual expenditure of money, whether it be for the purpose of acquisition of property, physical property, or whether money actually expended for development, soliciting for trade, and all that sort of thing, what it actually cost to tax the business, isn't that a tangible definite outlay?

A. That would be a tangible outlay. Soliciting wouldn't enter into the railroad business.

By Mr. Record:

Q. How would such an outlay be charged up the way you have operated your road?

A. It is customary in promoting a new railroad—when I go in for instance to secure money to build a railroad ——

Q. Pardon me. Suppose your railroad is running, the chairman has asked about soliciting and developing the business after you got started. The development of the company, I mean how is that expense charged up as an actual evidence of any such expense?

A. To an operating expense if there is any.

Q. Does it differ in any way, the way it is handled according to your experience; does it differ in any way from any other operating expense?

A. No. The expense incurred by employees of the company and paid for as operating expenses of the company.

By Commissioner Donges:

Q. Would you call that intangible in any sense?

A. That is an operating expense. That is a tangible expense, certainly.

Q. How do you then class that in your theory, in the determination of intangible value?

A. The intangible value is shown in the company's earnings over and above all these actual expenditures made in the company's construction.

Q. What practical effect is there for any purpose in determining this intangible value, as you regard it?

A. It is for the purpose of taxation.

Q. For the purpose of taxation?

A. And it ought to have a bearing on the question of rate-making.

Q. What effect, or what influence should it have in determining rate-making?

A. The influence would be if they showed an abnormal intangible value, showing that the franchise, the right to do business as a railroad, was worth a great deal of money, that they were making more than a six per cent. return on the investment, then the fare ought to be reduced.

Q. In other words, in your judgment the greater the intangible value the greater need there is of reducing revenue?

A. Yes, sir.

Q. Then, if I understand you, Mr. Brackenridge, it results in this: In your judgment, what a company is entitled to earn upon is the value of the property and a fair rate of return which you placed at six per cent., operating expenses, taxes and an allowance for depreciation, to which you would add a part of the capital in arriving at the basis at which six per cent. is to be determined, losses actually incurred in the early years in the process of development, is that right?

A. Yes, if that could be proved.

Q. But nothing else?

A. Nothing else.

Mr. Record: I will put Mr. Rand on and ask him the same question.

Commissioner Donges: Do you want Mr. Brackenridge cross-examined first?

Mr. Record: I want to get my record straight; there are two or three other things that I want to get.

E. C. M. Rand resumes the stand on behalf of objectors, City of Trenton.

Further direct examination.

By Mr. Record:

Q. Will you tell the Commission what is your idea of these elements of intangible value, franchises, going concern, good will and development cost, and whether or not any allowance should be made in a case like this for any intangible element of value beyond the physical value?

(Question read.)

A. I can better give my views by stating the concrete facts in connection with values. Starting with the gross earnings of a company which is the result of the rate which the company charges, if the rates are high the gross earnings are high; if they are low, proportionately it would be low. I deduct all moneys which are expended in creating the gross earning. The result of that deduction is a net earning.

Q. Which class of things are included in all moneys used to promote gross earning?

A. Labor, repairs, fuel, incidentals used, stationery, office rent, taxes and every disbursement incident to the operation. That deduction gives a net earning. From this net earning deduct a return on

the value of the property used at the rate of six per cent., is what I have usually followed; you also deduct ——

Q. How is the property ——

Mr. Katzenbach: I think he has not finished.

A. (continuing) Also deduct a depreciation fund which is sufficient to maintain and conserve the capital invested. That leaves a final net earning. This net earning capitalized at six per cent., is what we have followed in other cases, gives the intangible value of the franchises. As I have stated, the proposition; I have covered all of the items which you referred to as development cost, going value, good will, and franchise value, which are only used as a segregation of this term, franchise value. If you ask for the franchise value, if you will capitalize the fixed net earnings at six per cent., and a deduction from that will give you the franchise value. If you deduct from that the value of the property you then have the intangible value, which would be the same thing.

Q. Is there any way that you know of to subdivide these elements of intangible value and allocate to them a separate value to any intangible, whether you call it good will, going concern, development cost, or franchise?

A. I can answer that by saying I have been connected with something like two thousand cases involving questions of value and I have never yet seen any suggestion of a logical segregation of the value any different from what I have made.

Q. That is, the term intangible value, usually includes all of them?

A. It includes all of these suggested items. From my observation these items which you refer to are the outcome of the testimony of experts endeavoring to alter the facts as I have stated them.

Q. A part of my question was, whether in your judgment in valuing for rate-making purposes this Trenton Railway system that these intangible ele-

ments, this intangible element should be put into capitalization or what is the amount upon which —

A. Certainly not, because all of the expenditures which you have referred to which would tend to bring out the items you refer to, are included in operating expenses. For instance if a company advertises they are going to give an excursion on a certain date, that is in one sense a development cost; and other items along that line. If they go to an extreme, where you have an extraordinary expense for procuring business it certainly would still be charged to operating expenses. If it is an extraordinary item it would possibly be distributed over years; in other words amortized as you amortize discount on bonds or securities sold.

Q. Would you amortize, if paid for out of operating expenses, a balance; still enough to pay a fair return?

A. Amortize the operating expenses; it is still added to the operating expenses for subsequent years. In other words the public pay; they pay for it and only would be expected to pay for it once. If you put it into capital then it would appear they are paying for it twice.

Q. If this item of expenses whether extraordinary or ordinary, that is in the line of getting business, has actually been paid for at the time it was contracted out of earnings of that year and still there was enough left after paying operating expenses and setting aside a depreciation fund to pay more than six per cent. on the cost of that road, cost to reproduce it and plus depreciation, plus the depreciation fund, would you in that case amortize that extraordinary expense over again?

A. No; the only way that I would assume that a case as stated might take place, would be when the capital was originally determined upon a capitalization was determined upon if it is shown it is going to take three or four years, and if you show the exact amount of money that will result after that three or four years' operation, as a deficit; then the cap-

italist would say, we will have to provide in our bond issue for a sum to cover this deficit.

Q. If it occurred?

A. If it occurs and you can show it.

Q. If it occurred actually would you allow it? If the deficit was there in the early years would you allow the deficit?

A. I would deal with the deficit as part of the original cost, if you show me what it is. It certainly would be chargeable in the early years if the company was going ——

Q. Did you ever, in making the estimate of value in these cases, have you ever heard of this proposition of Mr. Ford's that an amount anywhere from 25 to 50 per cent. should be ——

A. I never have heard of it and I certainly would not consider it for a moment in valuing this property in Trenton.

Q. Has the development cost, whatever you term it to be, any relation to the cost of the property at all or a scientific relation to it?

A. None whatever.

Commissioner Donges: Do you mean relation, or in any fixed proportion?

Mr. Record: Whether 25 per cent. or 50 per cent.

Commissioner Donges: You said any relation. Read the question.

(Question read.)

A. As I understand, any ratio or percentage of the total?

Q. Yes.

A. No. I didn't finish ——

Mr. Record: That is all.

Commissioner Donges: You haven't completed your answer.

Mr. Rand: It won't add to it.

Commissioner Donges: Perhaps it might be well to finish the cross-examination in whatever order Mr. Katzenbach wishes to take it up.

Mr. Katzenbach: Mr. Sommer said he had some witnesses he wanted to put on. That was the arrangement that was made on Tuesday.

Mr. Record: I just wanted to offer a witness who is anxious to get away, and I must interrupt to put him on; just for one question.

SAMUEL HAVERSTICK, sworn on behalf of objectors, City of Trenton.

Direct examination.

By Mr. Record:

Q. Mr. Haverstick, where do you reside?
A. Trenton, N. J.
Q. What is your business?
A. I am Secretary and Director of the Standard Inlaid Manufacturing Company.
Q. Have you any connection with the Board of Trade in this town?
A. I was president this year; last year I was first vice-president.
Q. Are you generally familiar with industrial conditions of this city in the year 1914?
A. I come in contact with manufacturers at luncheon, and in the Board of Trade, and matters of business are discussed one with another.
Q. What were the conditions, the general industrial conditions in the year 1914, in the City of Trenton, as compared with the previous years?
A. In 1914, in our own particular business, it was our worst year since 1907.

Q. What was the condition as far as you could learn, industrially, generally in Trenton?

A. Our manufacturers, that I came in contact with, every one of them, to use their term, business is rotten.

Q. In 1914?

A. In 1914. We were working five days a week during 1914.

Q. You usually work six?

A. We worked day and night, six days and six nights.

By Commissioner Donges:

Q. In 1914 you worked five days and five nights?

A. Five days and four nights; one night and one day off.

Mr. Record: That is all I want to ask him.

Cross-examination.

By Mr. Katzenbach:

Q. Mr. Haverstick, haven't you known manufacturers and business men to say that business was rotten even in the most prosperous times?

A. I have never said it myself. If these other fellows have said it ——

Q. I am not asking you whether you said it. Do you know that is a common expression?

A. Well, I don't think it is altogether common. It might be with some men. I don't think all manufacturers would tell you business was rotten when it is good. They had no particular purpose in telling me that.

Q. You said you worked five days in 1914, in the Standard Inlaid Company?

A. Yes.

Q. What manufacturer told you business was rotten during the year 1914?

A. The president of our company and also Cook Linoleum Company, G. R. Cook.

Q. Did Mr. G. R. Cook tell you business was rotten, using that language?

A. He said it was rotten with us and you have to do some hustling to get the business.

Q. You went out and did your hustling?

A. I didn't get the business.

Q. You worked five days a week?

A. Yes.

Q. What other manufacturers in the City of Trenton told you business was rotten?

A. I don't know as I can just recall the names. Quite a number of them. As we met together and talked over the situation.

Q. Just mention some of the ones beside Mr. G. R. Cook.

A. J. B. Cornell, Empire Rubber Company.

Q. What did he say and when did he say it?

A. I don't know when he said it. I couldn't give you the date. Sometime in the year. I think everyone in business in Trenton knows business was bad in 1914.

Q. No, just answer the question. You say he said it; what concern did you say he was identified with?

A. I think he is with Empire Rubber Company and Empire Tire Company.

Q. Weren't they working day and night in the year 1914?

A. I don't know. I didn't go out to verify these statements.

Q. Will you say they were not working both day and night?

A. I don't think they were at that time; I think they are this year. I went over with Mr. Huber and they said business was good.

Q. And business has been good since the year 1914?

A. Yes.

H. S. Lyon, sworn on behalf of Commission.

Direct examination.

By Mr. Sommer:

Q. In what capacity are you employed with the Board of Public Utility Commissioners?

A. Statistician and Accountant.

Q. Were you requested to check up a statement submitted by the Trenton & Mercer County Traction Corporation of the expenditures made on account of the Trenton Street Railway Company in connection with a $500,000 bond issue?

A. Yes, sir.

Q. Did you check that statement?

A. I did.

Q. What comments as a result of your checking have you to make in respect to the first three items which appear upon the statement?

A. As far as the record ——

Mr. Katzenbach: Just a minute, Mr. Lyon.

Commissioner Donges: It might be well to state what these three items refer to.

Mr. Katzenbach: All right, go ahead.

Q. The first items to which the question related was one, reconstruction of track, Princeton Avenue, Warren Street to Paul Avenue, 4345 feet of single track charged to road and equipment, $22,772.43; second, reconstruction of track, East State Street, D. & R. canal at South Clinton, 1750 D. T., charges to road and equipment, $5,124.67, charges to rehabilitation $34.34, total $5,159.01; third reconstruction of track, South Clinton Avenue, East State Street to Pennsylvania Railroad bridge 1250 D. T., charges to

road and equipment, $6484.06. The question is as to what criticism, if any, you have to make of these items basing your criticism on what you found on the books of the company and upon an inspection of the vouchers that were produced to you?

A. As far as the examination of the vouchers would indicate only $13,000 of these amounts would seem to clearly represent additions to road and equipment.

Q. The item of $13,000 is attributable to what?

A. To the cost of the pavement.

Q. You mean by that you found no record in the books of the company, no vouchers that would indicate that these items were properly chargeable, except to the extent indicated, to additions and betterments?

A. Nothing to indicate they represented real additions to plant and equipment, other than the $13,000.

Q. Were you asked to prepare from the books of the company a statement of expenditures in connection with the welding of joints?

A. I wasn't asked to prepare; I was asked to check a statement.

Q. Prepared by the company?

A. Prepared by the company.

Q. Did you check a statement prepared by the company?

A. I did.

Q. Did you find it accurate?

A. Strictly accurate, according to the vouchers presented.

Commissioner Donges: Were these statements marked as exhibits?

Mr. Sommer: I think both were. Mine are not.

Mr. Katzenbach: There were statements I think that were submitted. I have no objection to these that are submitted by the witness being marked.

Mr. Sommer: That is all right, both of them. I will submit them at the end.

Q. You were further asked, were you not, to check up a statement made by the Trenton & Mercer County Traction Corporation entitled, "Expenditures by Trenton & Mercer County Traction Company for additions and betterments to the Trenton property, October 15, 1910, to September 30, 1915"?

A. Yes, sir.

Q. Did you check that statement?

A. This statement is checked with the books of the company.

Q. Have you any criticism to make with respect to that statement?

A. No criticism in regard to this statement.

Q. Taking the three statements, together with the matters which you have testified to, and indicate for the purposes of the record, what changes, if any, would be worked in the totals shown by these statements?

A. These statements indicated that there was charged to road and equipment, $549,722.89.

Mr. Katzenbach: Give me the figure a little slower.

Witness: $549,722.89. The sum of the first three items. In the first statement the amount of $34,415.50, and as previously stated there seemed only of this amount $13,000 which really represented additions to the plant and equipment. This would leave $21,415.50 of the items in the $549,722.89 which apparently did not add to the value of the road. Deducting this amount would leave $528,307.39 as the expenditures properly chargeable to road and equipment, instead of $549,722.89. There was, however, included in the charges, rehabilitation as carried on the books of the company, because of welding the joints which amounted $15,364.25, and there was also included in rehabilitation charges ——

Mr. Katzenbach: Give that figure a little slower.

Witness: $15,364.25. The company also submitted a statement showing the increased value of the railroad due to the substitution of heavier rails, creosoted ties and the substitution of Belgian and granite block for asphalt which it was claimed were not included in the charges for road and equipment. This statement was checked over and it was ascertained that in none of the charges to road and equipment as contained in either one of these first two statements had this increased cost been included. Adding this, this total increased cost amounting to $23,398.60, making the total $38,762.85, which might properly have been included in the charges to road and equipment. Adding this to the $528,307.39, makes the total of $567,070.24, as your total addition to this road and equipment made by the company during this period.

Q. Were you also asked to prepare a statement of the operating revenue, operating expenses, taxes and operating income, net revenue of the Trenton & Mercer County Traction Corporation for the years 1911, 1912, 1913 and 1914, as taken from the annual reports of the Board?

A. Yes.

Q. Did you prepare such a statement?

A. I did.

Q. Is the statement I hand you the statement you prepared (handing witness paper)?

A. It is.

Mr. Sommer: We will offer them; this statement together with the three statements furnished by the corporation and which were used by the witness.

(Statement of income account as shown in the annual reports to the Board, marked Ex. C-1A.)

(Statement of Trenton & Mercer County Traction Corporation, expenditures account of Trenton Street Railway Company $500,000 bond issue, marked Ex. C-1B.)

(Summary, expenditures by Trenton & Mercer County Traction Corp., for additions and betterments of the Trenton Street Railway, from Oct. 15, 1910, to Sept. 30, 1915, received and marked Ex. C-1C.)

(Statement, Trenton & Mercer County Traction Corp., joints welded by Lorain Steel Co., account Trenton Street Railway Co. tracks, received and marked Ex. C-1D.)

Q. You said the additions were not included in anything; they were included in the rehabilitation?

A. Yes, in the rehabilitation charges.

Cross-examination.

By Mr. Katzenbach:

Q. If you will refer to the first paper which you examined, being expenditures, as I understand it, under the bond issue of $500,000. You stated that the first three items, with the exception of $13,000, should not in your opinion be charged as additions to the property, that is added to road and equipment; is that the way that I understand your testimony?

A. I stated there was nothing to indicate that the expenditures represented real additions to the property other than the $13,000.

Q. In other words you don't mean to say that the expenditures were not made?

A. No. They were actually made.

Q. They were absolutely made?

A. Yes.

Q. And, therefore, it would be a question as to whether they should be put under the head of road and equipment or under some other head, is that it?

A. That is it.

By Commissioner Donges:

Q. Whether operating or capital expenditures?

A. Yes.

By Mr. Katzenbach:

Q. I understood that after you made these different deductions that you assigned to road and equipment $567,070.24, is that the correct figure?

A. That is the figure.

Q. Now, then, there would be, of course, then, $254,763.07 that was actually paid out, was there not?

A. Yes.

Q. And there is no question but what the sum of $254,763.07 was paid out by the company from your examination?

A. Yes.

By Mr. Sommer:

Q. There is no question?

A. No question.

By Mr. Katzenbach:

Q. The company actually paid it out, according to your examination. Then the question of where that item of $254,763.07 should be charged, is an open question, is it not? Well, in other words, it would have to be charged to some account, would it not?

A. Some account.

Q. To what account do you think it should be charged?

A. Well, I wouldn't care to say offhand, just what account.

Q. Would it be proper to charge it to rehabilitation, in your opinion?

Mr. Record: I object to that. There is no definition of rehabilitation, as far as this witness is concerned. He hasn't defined what he means by rehabilitation. You defined it.

Commissioner Donges: I don't know whether this witness would classify any expenditures as rehabilitation.

Mr. Sommer: There isn't any such item in our classification of accounts.

Mr. Katzenbach: I think I am entitled to draw this distinction.

Q. Do you know what rehabilitation is? What would you define it to be?

A. Restoring the property to its original condition, I should say was rehabilitation.

Q. Restoring the property to its original condition?

A. Yes.

Q. Supposing between the time the property was first installed and the time that it was rehabilitated (to use that word with your meaning) that the style—that the construction had changed so that there was a heavier rail, heavier ties, ballast, concrete and other materials used that cost more money over and above the construction as first made; to what would you charge that extra amount?

A. You mean the increased cost?

Q. Increased cost over the original cost of construction.

A. That would be charged to road and equipment account.

Q. You would charge that to road and equipment?

A. Yes.

Q. Now then, if you charge this $254,763.07 to road and equipment and that went to capital account then that would be just exactly the claim of the Trenton & Mercer County Traction Corporation, as you understand it, would it not?

A. I understood your first question was that the increased cost, this $254,000 ——

Q. I will limit it to the increased cost. I think the criticism is fair. What would you charge the increased cost to?

A. As I stated, to the road and equipment.

Q. Have you examined this $254,763.07 to ascertain whether any part of that sum represents increased cost of the character that I have spoken of?

Mr. Sommer: And should in his judgment be carried to road and equipment.

Mr. Katzenbach: Yes, I will add that.

A. There is no exhaustive examination made. This $254,000 was included in the statements, the detail figures included in statements filed with the Commission from time to time in conformance with Conference Order Number Seven.

Mr. Sommer: Filed with the Board?

Witness: Filed with the Board.

Q. That was in conformity with Conference Order Number Seven. In order to get it upon the record—that is simply a statement filed by the company as to how the proceeds of bonds for instance have been used?

A. Yes.

By Commissioner Donges:

Q. Or any security?

Mr. Katzenbach: Or any security. You don't know then exactly?

A. Not absolutely.

Q. If that sum $254,763.07 was not charged to capital account in any way, it would necessarily have to come out of operating expenses, would it not?

A. Yes.

Q. Now, in the income account which you have prepared and which has been marked C-1A, which shows the operating expenses for each year, 1911,

1912, 1913 and 1914, and the operating income or net revenue, has any of that $254,763.07 been charged?

A. No; it has not been included in any charges in that statement.

Q. So that if you exclude it from your capital account it then should be included, or rather deducted from your net revenue?

A. Not necessarily from the net revenue in that statement. It should have been deducted—it should have been provided for in depreciation charges in prior years.

Q. But if it was expended in the years 1911, 1912, 1913 and 1914, and there was not sufficient revenue of the company to provide a depreciation fund, where would you put it, as an accountant, if you had no depreciation fund out of which to take it, where would you have to take it from?

A. If it didn't come out of operating expenses it came out of the proceeds of bonds. In that case the expenditures might have been charged to suspense account and gradually written off during that period of years from operating expenses.

Q. Then you would say, if you kept it in suspense account and wrote it off in years to come, whether you wrote it off or not would depend on the earnings of your company, as to whether you could write it off?

A. Yes.

Mr. Katzenbach that is all.

Mr. Record: I have no questions.

Mr. Katzenbach: That is all.

N. SOFMAN, sworn on behalf of Commission.

Direct examination.

By Mr. Sommer:

Q. Mr. Sofman, in what capacity are you employed by the Board of Public Utility Commissioners?

A. Examiner of Accounts.

Q. Were you requested to make an analysis of the accounts of the Trenton & Mercer County Traction Company relating to earnings during the year 1914, and to operating expenses?

A. Only as far as operating expenses were concerned.

Q. Did you make the analysis with respect to operating expenses?

A. For 1914, yes.

Q. Have you embodied the result of the examination or analysis in a table?

A. I have.

Q. Have you that table with you?

A. Yes.

Q. Will you produce it?

A. (Complies.)

Mr. Sommer: I will offer that.

Commissioner Donges: It may be marked.

(Analysis of the accounts of Trenton & Mercer County Traction Corp., twelve months ending December 31, 1914, received and marked Ex. C2.)

Q. In connection with this analysis did you make a comparison of operating expenses?

A. I did.

Q. For 1914?

A. Yes.

Q. With 1913?

A. Yes.

Q. What did you find with respect to the increase or decrease?

A. I find that the total operating expenses were increased over 1913, $38,000.40.

Q. In general, how is that increase accounted for, taking the large items?

A. The largest item was the increase in the removal of snow, ice and sand which amounted $13,-284.41. Another large increase was on account of power plant equipment, which was $4639.17. A large increase was in the wages paid conductors, motormen, and trainmen which amounted to $9371.-96. There was a number of smaller increases in nearly all of the maintenance and repair accounts, which brought the total up to that $38,000.

Mr. Sommer: That is all, cross-examine.

Cross-examination.

By Mr. Katzenbach:

Q. Mr. Sofman, you say that you examined and made an analysis of the operating expenses of 1914?

A. Yes, sir.

Q. And you found there had been increases in the removal of snow in that year of $13,284.41?

A. $13,284.41.

Q. Yes. And that the other two items were increases in the power plant equipment?

A. That is, repairs.

Q. Do you know the character of the increases or repairs?

A. They were covered mainly by the bill, I believe of Underwood Company, for repairs to engines number 3 and number 4.

Q. Engines number 3 and number 4 were repaired at that time?

A. I believe those were the engines.

Q. And then the wages of the conductors, motormen, were increased $9371.96 over the preceding year?

A. Yes.

Q. And then you said there was an increase in all of the maintenance and repair charges; that is due to the increase in the cost of materials and labor, was it not, or in the number of accounts?

A. There was a new wage schedule which went into effect I think June, 1913, and a further increase went into effect the first of the year 1914, which I believe accounted for the greater part of this salaries of conductors and motormen, and probably accounted for part of the increase in the maintenance accounts due to higher wages. I don't know about the material.

Mr. Katzenbach: That is all.

Mr. Sommer: That is all.

Mr. Katzenbach: Have you further witnesses?

Mr. Sommer: No.

Mr. Katzenbach: Mr. Grookett is here with some statements that Mr. Record asked him to prepare. I suppose we need not keep him here.

T. W. Grookett resumes the stand.

Mr. Sommer: Mr. President, may I ask in connection with this statement of operating expenses that the reports of the company to the Board for the years 1911, 1912, 1913 and 1914, be considered as part of the record?

Mr. Katzenbach: No objection to that. I think we did offer them.

Commissioner Donges: But whether they were previously offered or not they will now be admitted and considered for the purpose of reference as part of the record.

(Same given the number of C3.)

Mr. Katzenbach: While Mr. Sommer is here, I want to offer the record, which I think exists, of this Board by which the three items first testified to by Mr. Lyon were made by order of the Board, allowances out of the proceeds of bond issues.

Mr. Record: Without admitting that is so, assuming it is ——

Commissioner Donges: What Mr. Katzenbach says is, he wants in the record of the Board relating to the approval of the Board of the bond—or security issues, whether capital or bonds, since 1910.

Mr. Katzenbach: Yes, and particularly some proceedings had before the Board which I am not familiar with by which the three items of reconstruction on Princeton Avenue, that is the track on Princeton Avenue, on East State Street and track on South Clinton Avenue were authorized to be paid out of this bond issue.

Commissioner Donges: Whether that was specially done or whether there was an application for approval of bond issues and then after the approval and issuance under Conference Ruling Number Seven, a statement was filed which shows expenditures on this account.

Mr. Katzenbach: I think in addition to that, those three items were taken up and discussed and especially allowed as capital expenditures.

Commissioner Donges: Very well; the record may go in for whatever it shows.

Mr. Katzenbach: I don't say it does exist. Mr. Johnson was familiar with it at that time and says it was taken up.

Commissioner Donges: Whatever covers these items may be considered in. I think all matters covering capital issues are in.

Mr. Katzenbach: Yes.

Further direct examination.

By Mr. Katzenbach:

Q. Now, Mr. Grookett, you were requested by Mr. Record to make a statement of the bonds outstanding on the property of the Trenton Street Railway Company and its subsidiary companies. Have you prepared such a statement?

A. I have.

Q. Have you that statement with you?

A. I have.

Q. Will you produce it?

A. That is the statement, the Trenton Street Railway Company (producing paper).

Q. Have you copies of that statement which you can give to Mr. Record?

A. I think I have. I don't have copies of the agreement. I think that is a matter of record.

Q. You say you haven't that?

A. There is one copy.

Mr. Katzenbach: This will be marked T. & M.-26.

(Agreement Trenton Street Railway Company marked Ex. T. & M.-26A.)

(Statement stock and bonds Trenton Street Railway Company marked Ex. 26B.)

Q. State what these papers are and what they contain, briefly.

A. Statements taken from the books of the company showing the capital stock and bonds issued each year from the date of our organization up to the end of 1910.

Q. What companies?

A. Trenton Street Railway Company. Here is the Mercer County Traction Company (handing counsel paper).

Mr. Katzenbach: I will offer this and ask to have it marked.

(Statement Mercer County Traction Company stock and bonds, marked Ex. T. & M.-27.)

Witness: Here is a copy of a construction contract and statement, Trenton, Pennington & Hopewell Street Railway Company. I notice this statement was made only to the year 1904, but it takes up to the present time.

Mr. Katzenbach: I will offer that and ask to have it marked.

(Agreement, Trenton, Pennington & Hopewell Street Railway Company marked Ex. T. & M.-28A.)

(Statement, stock and bonds, Trenton, Pennington & Hopewell Street Railway Company marked Ex. T. & M.-28B.)

Commissioner Donges: That is, the Trenton, Pennington & Hopewell Street Railway Company, there has been no change in capitalization since 1904?

Witness: No.

By Mr. Katzenbach:

Q. Have you a similar statement ——

A. Trenton, Hamilton & Ewing Traction Company up to December, 1910.

By Commissioner Donges:

Q. And no change in capitalization from 1910 of the Trenton, Hamilton & Ewing?

A. There has been some bond issues of the Trenton, Hamilton & Ewing just recently.

Mr. Katzenbach: That is in evidence in Mr. Johnson's testimony.

Witness: There is a copy of the construction contract of Trenton, Hamilton & Ewing (handing counsel paper).

Mr. Katzenbach: I will offer this statement as Ex. T. & M.-29.)

(Agreement, Trenton, Hamilton & Ewing Traction Company marked Ex. T. & M.-29A.)

(Statement stock and bonds, Trenton, Hamilton & Ewing Traction Company marked Ex. 29B.)

Q. You were also asked for a statement of the bonds, but that is included in these statements; these statements include both stock and bonds?

A. Of the four companies, yes.

Q. On page 520 of the record you were asked for a statement of the ownership of the bonds on the Mercer County Traction Company owned by the Trenton Street Railway Company; have you prepared such a statement?

A. I have.

Mr. Katzenbach: I will ask to have this marked Ex. 30.

(Statement of bonds of Mercer County Traction

Company owned by Trenton Street Railway Company marked Ex. T. & M.-30.)

Q. This statement shows that the Trenton Street Railway Company owns no bonds of the Mercer County Traction Company at this time.

A. At this time.

Q. Is that correct?

A. That is correct.

Q. Now, you were also asked for statements of the issue of bonds and stocks of the Trenton Street Railway Company, Trenton Pennington & Hopewell Street Railway Company, the Trenton, Hamilton & Ewing Traction Company and the Mercer County Traction Company; have you prepared those?

A. A list of the stockholders of those companies?

Q. Yes, a list of the stockholders.

A. I have.

Mr. Record: Of what company?

Mr. Katzenbach: The subsidiary companies.

Mr. Record: The only question I asked was the United Power ——

Mr. Katzenbach: I think that is the last thing you asked for. We will take these in chronological order. That doesn't seem to be wanted then?

Mr. Record: I didn't say I didn't want it. I said in reference to this business I thought I asked as to the United Power Company's list of stockholders.

Mr. Katzenbach: I think that is true. I wanted to get down to that.

Mr. Record: Whatever information you have, put it in.

Q. Have you a list of the stockholders of the

United Power and Transportation Company which I asked you to see if you could get?

A. I have.

Commissioner Donges: For the purpose of comparison can't these others be put in?

Mr. Katzenbach: I was going to; Mr. Record asked me twice about the United Power & Transportation Company. I thought I had better get it out of the way.

By Commissioner Donges:

Q. Let me ask: I see on Ex. T. & M.-30, on March 4, 1912, the Trenton Street Railway Company sold $148,000 of bonds which it held, being all of its holdings of bonds of the Mercer County Traction Company?

A. Yes.

Q. That matter was never submitted to the Board for the approval of the sale?

A. I don't recall.

Q. You are not able to say?

A. No.

Q. Your record don't show any certificate of approval of, or application to this Board for approval?

A. I didn't look into these details. That is not an orginal issue by the Mercer County Company at that time.

Q. No, but it was the selling of some of its property.

A. Trenton Street Railway property?

Q. Yes.

A. Yes; they had those bonds in its treasury.

Q. It is part of the sum of its property?

A. It was an asset of its property at that time.

Q. I understand it wasn't an original issue, the issue by the Mercer County Traction Company, but the sale by the Trenton Street Railway Company?

A. Sale by the Trenton Street Railway Company, yes.

By Mr. Katzenbach:

Q. Have you a list of the stockholders of the United Power & Transportation Company?

A. Yes. As of the twelfth, just the same thing.

Mr. Katzenbach: I ask to have that marked.

Commissioner Donges: It will be marked Ex. T. & M.-31.

(List of stockholders of United Power & Transportation Company marked Ex. T. & M.-31.)

Q. Mr. Grookett, you have some other statements there, have you not?

A. I have a list of the holders of the United Railway Gold Trust Certificates sold by the United Power & Transportation Company.

Q. I don't think those were asked for. I don't know what relation the gold certificates have.

A. The United Railway's Gold Trust Certificates which are issued by the United Power & Transportation Company.

Mr. Katzenbach: I don't think we care for that unless the Board wants it.

Commissioner Donges: I don't know.

Witness: They are bondholders. They are what are called United Gold Trust Certificates.

Mr. Katzenbach: Did you ask for the bond holders of the United Power & Transportation Company?

Mr. Record: My recollection is I asked for the security holders.

Mr. Katzenbach: If you want the security holders, all right.

Witness: This is the United Railway.

Commissioner Donges: That will be marked.

Witness: I only have one copy. This was furnished by the Register.

Mr. Katzenbach: That will be marked Ex. T. & M.-32.

Commissioner Donges: That will be admitted and marked Ex. 32.

(List of the United Railway Gold Trust Certificates marked Ex. T. & M.-32.)

Q. What was your understanding as to any other documents that were asked for?

A. I am treasurer of the United Power & Transportation Company and there were certain statements asked for there, at the proper time.

Q. What were the statements?

A. A list of directors of the United Power & Transportation Company (producing paper).

Commissioner Donges: That will be marked as Ex. 33.

(Certified list of Board of Directors, United Power & Transportation Company marked Ex. T. & M.-33.)

Q. Have you any other documents with reference to the United Power & Transportation Company which you understood were asked for?

A. I have the books here to show the issue of bonds and stock.

Q. Those were all contained in the statements you have?

A. Yes.

Q. You simply have the books as verification?

A. Verification.

Q. What other statements have you?

A. I have statements here of the stockholders of the Mercer County Traction Company, Trenton Street Railway Company, and Trenton, Pennington & Hopewell Street Railway Company.

Mr. Katzenbach: I will ask that that be offered as an exhibit.

Witness: Stockholders of the Trenton Street Railway Company as of today's date, (producing paper).

Commissioner Donges: That will be marked Ex. 34.

(Stockholders of record, Trenton Street Railway Company, November 15, 1915, marked Ex. T. & M.-34.)

Witness: I have them here of previous dates if you desire a list of them?

Q. During the year 1910, when these leases were made?

A. I have. I have a list of the stockholders of the Trenton Street Railway Company, October 11, 1910, at the time of the ratification of the lease to the Trenton & Mercer County Traction Corporation.

Mr. Katzenbach: I offer that in evidence.

Commissioner Donges: It will be admitted and marked as Ex. 35.

(Stockholders of record, Trenton Street Railway Company, October 11, 1910, marked Ex. T. & M.-35.)

Witness: I also have a list of the stockholders of the Trenton Street Railway Company at the time the stock was sold to the United Power & Transportation Company, June 20, 1899.

Mr. Katzenbach: I will offer this then.

Commissioner Donges: It will be admitted and marked Ex. 36.

(Stockholders of record, Trenton Street Railway Company, June 20, 1899, marked Ex. T. & M.-36.)

Witness: Trenton, Pennington & Hopewell Street Railway Company as of the ratification of the lease, (producing paper).

Mr. Katzenbach: I will offer this in evidence.

Commissioner Donges: It will be admitted and marked Ex. 37.

(Stockholders of record, Trenton, Pennington & Hopewell Street Railway Company, October 11, 1910, marked Ex. T. & M.-37.)

Witness: I have it as of today. (Producing paper.)

Commissioner Donges: That will be admitted and marked Ex. 38.

(Stockholders of record, Trenton, Pennington & Hopewell Street Railway Company, November 15, 1915, marked Ex. T. & M.-38.)

Witness: Trenton, Hamilton & Ewing at the time of the lease of the property, October 11, 1910.

Mr. Katzenbach: I will offer that list of stockholders of the Trenton, Hamilton & Ewing.

Commissioner Donges: That will be admitted and marked Ex. 39.

(Stockholders of record, Trenton, Hamilton &

Ewing Traction Company, January 18, 1910, October 11, 1910, marked Ex. T. & M.-39.)

Witness: And as of today's date, (producing paper).

Mr. Katzenbach: Also another list as of today's date, stockholders of the Trenton, Hamilton & Ewing.

(Stockholders of record, Trenton, Hamilton & Ewing Traction Company, November 15, 1915, marked Ex. T. & M.-40.)

Witness: Mercer County Traction Company as of October 11, 1910.

Mr. Katzenbach: List of stockholders, Mercer County Traction Company as of October 11, 1910.

Commissioner Donges: It will be admitted and marked Ex. 41.

(Stockholders of record, Mercer County Traction Company, October 11, 1910, marked Ex. T. & M.-41.)

Mr. Katzenbach: And list of stockholders, Mercer County Traction Company as of today.

(Stockholders of record, Mercer County Traction Company, November 15, 1915, marked Ex. T. & M.-42.)

Q. Mr. Grookett, have you prepared any other lists of the matters that you were interrogated about?

A. I went back as far as the Trenton Passenger Railroad and prepared a list here from their books, the year of the consolidation and made up a brief statement, the statement as I found on the books.

Mr. Katzenbach: Will you produce that?

(Witness complies.)

Mr. Katzenbach: I offer that.

Commissioner Donges: It will be admitted and marked Ex. 43.

(Trenton Passenger Railroad Company consolidated agreement marked Ex. T. & M.-43A.)

(Trenton Passenger Railroad Company statement stock and bonds marked Ex. T. & M.-43B.)

Q. I notice on this last exhibit there is an item under the head of Spring Lake Park, $17,926.61 as a capital charge on 43B; will you explain that?

A. Spring Lake property.

Q. That is an amusement park?

A. Yes.

Q. That is the value of the property?

A. No; there is a mortgage against that property of $20,000.

Q. Is the $17,000 the equity in the property?

A. The equity in the property.

Q. Have you examined the minute books of the Trenton Passenger Railroad Company consolidated and the Trenton Street Railway Company to ascertain whether any dividends were paid from 1891 to 1899?

A. I have.

Q. Were any dividends paid?

A. No dividends were paid by the Trenton Passenger Railroad Company from the year 1891 to the year 1899.

Q. Now, did you prepare a list of the amount of dividends of the Trenton Street Railway Company?

A. I did, yes, sir.

Commissioner Donges: It was the Trenton Passenger Railroad concerning which you just testified?

Mr. Katzenbach: They never paid anything.

Q. This is a statement of both the Trenton Passenger Railroad and the Trenton Street Railway Company dividends, is it?

A. Yes, sir; that is the dividends paid by those companies from 1891 to 1910.

Mr. Katzenbach: I will ask to have that marked as an exhibit.

Commissioner Donges: It will be marked Ex. 44.

(Statement of average of dividends paid on capital stock outstanding of Trenton system, years ending December 31, 1891 to December 31, 1910, inclusive, twenty years marked Ex. T. & M.-44.)

Commissioner Donges: What do you mean by showing the average of dividends?

A. I take the capital stock outstanding each year of the Trenton Passenger Railroad Company and of the Trenton Street Railway Company and the Mercer County Traction Company, and the Trenton, Pennington & Hopewell Street Railway Company, and the Trenton, Hamilton & Ewing Traction Company and have averaged that for twenty years. I have also taken the amounts of dividends paid during those years, if any, and averaged that for the twenty years.

By Commissioner Donges:

Q. This statement doesn't show the dividend on each of the company's stock, does it?

A. No, sir.

Q. For example, in the year 1902 the Trenton Street Railway Company, the Trenton, Pennington & Hopewell Street Railway Company with an aggregate issue of $1,350,000 paid $40,000.

A. Whatever it shows.

Q. It doesn't show which of those companies paid the dividend?

A. No, sir.

By Mr. Katzenbach:

Q. The capital stock of all of these subsidiary companies is owned by the Trenton Street Railway Company?

A. Yes, sir.

By Commissioner Donges:

Q. And was at that time?

A. Was at that time.

Q. And was covering the entire period for which this statement is made?

A. Some little periods in between; I don't just recall the time some of the original subscribers—the time they acquired it.

By Mr. Katzenbach:

Q. They came in after they were formed, after these subsidiaries companies were formed they came in and the Trenton Street Railway Company became the owner of the stock?

A. As far as the Mercer County Traction Company, the Trenton Hamilton & Ewing, if my memory serves me right, yes. The Trenton, Pennington & Hopewell there might be a little lapse of time.

Q. You are secretary of the Trenton Street Railway Company, are you not?

A. Yes.

Q. You have the minutes of the Trenton Street Railway Company?

A. I do.

Q. Will you state whether there is a record of a resolution rescinding a resolution passed October 4, 1909?

A. Yes.

Q. With reference to the execution of an agreement?

Mr. Record: What is that?

Commissioner Donges: He was asking whether the minutes of the Trenton Street Railway Company showed a resolution purporting to rescind a resolution of October 4, 1909. You answered the question?

Witness: I have.

Q. State whether or not that resolution which has been referred to as Ex. C69 was passed.
A. It was.

By Commissioner Donges:

Q. At a meeting of the directors?
A. A meeting of the directors.

By Mr. Katzenbach:

Q. When?
A. Thursday, July 22, 1915.

By Mr. Record:

Q. Thursday, July ——
A. Thursday, July 22, 1915.

By Commissioner Donges:

Q. The one now referred to is the one annexed to the bill of complaint?

Mr. Katzenbach: Yes, that is the one Mr. Record referred to the other day.

By Mr. Katzenbach:

Q. Was any agreement ever executed by the

Trenton Street Railway Company with reference to the sale of strip tickets under a resolution of October 4, 1909?

A. No, sir.

Mr. Katzenbach: That is all.

Cross-examination.

By Mr. Record:

Q. Where did you get the books from which you took these facts; were they in the custody—the facts you put on these statements?

A. Yes; I found them.

Q. Where did you find them?

A. Some of them were in the vault at Reading and some of them were in my possession.

Q. Did you find any books of the old Trenton Horse Railway?

A. I didn't locate any books. I have been going through the books and papers. I think there are some few books of them.

Q. Of the Trenton Horse?

A. Of the Trenton Horse. I don't know they are. They are in pretty bad shape ——

Q. In these statements where you show one railroad company owns the stock of these subsidiary companies (I can't carry those names in my mind) is anything on the books to show how they got possession of them?

A. What company?

Q. Didn't you say that these subsidiary companies that the Trenton Street Railway Company owned stock of them?

A. Yes.

Q. Just a moment ago you stated in answer to the Mayor's question whether the railroad company owns the stock of several of these subsidiary companies?

A. Yes.

Q. Was that the Trenton Railway Company?

A. The Trenton Street Railway Company owns the stock of the Mercer County Traction Company, the Trenton, Pennington & Hopewell, and the Trenton, Hamilton & Ewing.

Q. Is there anything on the books to show how they got possession of the stock?

A. Yes.

Q. What does it show?

A. I didn't go into that detail. The minutes here of the Mercer County Company, I think shows how it got possession of the Trenton, Hamilton & Ewing, under contract.

Mr. Record: That contract isn't in evidence?

Mr. Katzenbach: Yes, they are all attached.

Witness: Copies of the contracts are all attached.

Mr. Katzenbach: Which contract you said you only had one copy of?

Witness: No; that was the consolidation agreement, I have copies of it.

Q. Where are the books that show how they got possession of these subsidiary companies' stock?

A. They are in Trenton.

Q. They are in Trenton?

A. Yes.

Q. I don't know as I want to go into that at all. If those books are accessible, if it is understood we can get at them.

Mr. Katzenbach: Yes. That is why I brought them here. I thought you would ask that question so I had them here ready for you.

Mr. Record: Have you the Board of Directors and stockholders of this present company?

Mr. Katzenbach: We have that. We haven't put

it in because this witness knows nothing about our officers.

Commissioner Donges: You mean the Trenton & Mercer County Traction Corporation?

Mr. Katzenbach: Yes.

By Mr. Katzenbach:

Q. You have no connection with the Trenton & Mercer County Traction Corporation?
A. None whatever.
Q. Never been a stockholder, director, or officer of that company?
A. No, sir.
Q. And have no access to its books?
A. No, sir.

Mr. Record: I would like to clear up that $128,000, according to the last item, as I remember.

Commissioner Donges: Exhibit number 30.

By Mr. Record:

Q. The Trenton Street Railway Company owns these bonds of the Mercer County Traction Company?
A. They acquired them from time to time, the Mercer County Traction Company.
Q. What became of the money? At one time it owned $76,000 of them.
A. The Trenton Street Railway Company built the Mercer County Traction Company's lines and expended the money, and the Mercer County bonds were turned over to them to reimburse them for the construction of the road.
Q. Was that agreement in evidence?
A. I can find no agreement to that.
Q. The books show it?
A. The books show it.

Commissioners Donges: Mr. Record's question was what became of the proceeds of the sale of the bonds.

Mr. Record: He says they reimbursed ——

Witness: They expended the money in the construction of the Mercer County Traction.

Commissioner Donges: I understood your question was what the Trenton Street Railroad Company did with the proceeds after it sold the bonds which it held, the bonds of the Mercer County Traction Company.

Mr. Record: I understood that was answered.

Commissioner Donges: I understand the Mercer County Traction Company paid the Trenton Street Railroad Company for some construction work with the bonds.

Witness: With the bonds.

Mr. Katzenbach: They sold the bonds ——

Commissioner Donges: Nobody has testified to that.

Mr. Katzenbach: I thought he said they reimbursed themselves out of the bonds.

Commissioner Donges: He said they were paid by the issuing of the Mercer County Traction Company to pay for a construction which the Trenton Street Railroad Company did.

Witness: I thought you wanted to know what the Mercer County ——

Commissioner Donges: I didn't ask anything.

By Mr. Record:

Q. The Trenton Street Railroad Company built the Mercer County Traction Company's line?
A. Yes.
Q. And paid for it how?
A. Paid for it out of their own capital.
Q. What do you mean by that?
A. By cash out of their own treasury.
Q. Where did they get the cash?
A. I don't know ——
Q. The books show it?
A. Yes, the books will show.
Q. That amounted to how much all told?
A. I don't recall the amount.
Q. Several hundred thousand dollars?
A. Yes.
Q. Then the Mercer County Traction Company issued its bonds?
A. Yes.
Q. And gave them to the Trenton Street Railway Company, those bonds?
A. Yes.
Q. In pavement for what?
A. For work done on the Mercer County Traction Company's lines for construction work done on their lines which the books show.
Q. Did they pay bonds in excess of the expenditures in cash of the Trenton Street Railroad Company?
A. What is that?

(Question read.)

A. That I can't say.
Q. Were the bonds turned over to the Trenton Street Railroad Company and discounted?
A. I can't say.
Q. Were the bonds turned over to the Trenton Street Railroad Company with a bonus of stock?
A. There is a resolution on the minutes of the Mercer County Traction Company authorizing the

officers of that company to pay over to the Trenton Street Railway Company a certain amount of bonds and a certain amount of stock to reimburse them for certain expenditures made.

Q. Can you tell us where that memoranda is?

A. That is the minute book?

Q. Yes.

A. I can produce it, yes.

Q. Will you make a memoranda so we can see that particular occurrence? Have you got it right there?

A. No, I haven't it here.

Q. Will you produce it please; make that memoranda? Was that a completed transaction at the time for the whole business or was that just an instalment?

A. If my memory serves me right that was an instalment.

Q. Were there other similar resolutions?

A. There are, yes.

Q. Was there a final one?

A. I think so, yes.

Mr. Record: Let us see those resolutions.

Q. Now, finally the stock and bonds of the Mercer County Traction Company landed in the Treasury of the Trenton Street Railroad Company?

A. Yes; that is, the original issue of the Mercer County Traction Company.

Q. All the bonds and all the stock eventually?

A. Later on; eventually it came into the Treasury of the Trenton Street Railway Company.

Q. In return for what the Trenton Street Railroad Company did?

A. In stock or cash.

Q. The Trenton Street Railroad Company as late as March 4, 1912, had in its possession and sold $128,000 of those bonds, didn't it?

A. Yes.

Q. What did it do, the Trenton Street Railway Company with the $128,000 of cash?

A. Paid bills I presume; the books will show that. I didn't go into that detail.

Q. The books will show?

A. The books will show.

Q. What bills would they have to pay?

A. 1912?

Q. Yes; bills the Trenton Street Railroad Company would have to pay.

A. 1912; I don't just recall.

Mr. Katzenbach: There was a note I saw on here, City of Trenton, $84,000 for street pavement. When was that paid? I saw it in one of these.

Mr. Record: Let us locate it.

Witness: A certain amount paid the city of Trenton for paving?

Mr. Katzenbach: Yes; there is a pavement about that date of $86,000.

Commissioner Donges: That will show on the Trenton Street Railway Company?

Mr. Record: As long as they are all here and he has the books.

Commissioner Donges: Here it is on Exhibit 26, which shows on the third page in 1910 and 1911, at the foot of the page at the left-hand is shown an item, paving City of Trenton, $86,291.20.

Mr. Record: That is the Trenton Street Railway.

Commissioner Donges: That is on Ex. 26, Trenton & Mercer County Traction Company, and statement of the Trenton Street Railroad Company.

Witness: Trenton Street Railroad Company had some bills payable, outstanding. I am not sure but the records will show—I think the proceeds went to

pay those bills payable. I am just taking that from a slight knowledge. The record will show that.

Q. I want to get the information to show how those stocks and bonds of the Mercer County Traction Company landed in the hands of the Trenton Street Railway Company.

A. The books will show that.

Mr. Record: That is all.

Recess from one to two o'clock.

After Recess.

J. C. BRACKENRIDGE resumes the stand on behalf of objector, City of Trenton.

Mr. Record: My recollection is, when Mr. Brackenridge testified he gave his summary and then he stated his summary was based on sheets which we produced and I think were marked, which stated the facts as to pavement and data of laying of the rails, which he got from Mr. Swan or Mr. Johnson ——

Commissioner Donges: Testified to by Mr. Swan and an exhibit put in at that time.

Mr. Record: Yes. I have asked Mr. Brackenridge to just take that sheet, in the city, and put the details opposite the figures so you could have the detailed estimate as well as his summary estimate, so if anyone wanted to see the details you could run right across on the sworn sheet and then he has made such a sheet for outside the city based on the same information.

Direct examination.

By Mr. Record:

Q. I want you to say how you made this up and put it in.

A. This information I got from Mr. Johnson and Mr. Swan. That represents the classification of material in the pavement, relating to where used. Here is the street, from and to; and the distance and kind of pavement, and that is carried right over here and the amounts figured out for paving and track work and depreciation ——

Q. In other words these are the details of your general summary?

Mr. Katzenbach: There wasn't anything of that kind given, Mr. Record, on his direct examination.

Mr. Record: I agreed to that; I know that. After we got through I told him I thought that ought to go in in detail, something for the details. He has prepared his detailed figures.

Commissioner Donges: He testified to a figure as to the cost of paving, as I understand.

Mr. Record: No, sir, of each item.

Commissioner Donges: And that was made up by taking Mr. Swan's exhibit and applying thereto certain unit prices.

Mr. Record: A list of unit prices.

Commissioner Donges: This is the supporting data.

Mr. Record: This is the supporting data, that is all, taken up and made in convenient form.

Witness: The prices are furnished by Mr. Swan and Mr. Johnson.

Commissioner Donges: Very well; that may be admitted.

(Reproduction cost new of the property of the

Trenton Street Railway Company in the city, marked Ex. O-39A.)

(Reproduction cost new of the property of the Trenton Street Railway Company outside the city, marked Ex. O-39B.)

Commissioner Donges: Is that all from this witness, then?

Mr. Record: Yes.

Mr. Katzenbach: Mr. Brackenridge, will you take the stand for cross-examination?

J. C. Brackenridge resumes the stand for cross-examination.

Cross-examination.

By Mr. Katzenbach:

Q. Mr. Brackenridge, have you ever had a contract for the building of a street railway system entire, approximating between three million dollars and four million dollars?

A. No.

Q. Have you in the course of your experience ever undertaken as a contractor to build for a company with which you had no connection, a street railway system entire?

A. Yes.

Q. What street railway system entire have you built and completed?

A. I have built branches, extensions of the Brooklyn Rapid Transit system as contractor, and I built the Santa Barbara & Suburban Railroad and equipped it as contractor.

Q. When you built these extensions for the Brooklyn Rapid Transit Company, had you any connec-

tion as an employee or officer of that company with the company?

A. Not when I took the contracts I didn't.

Q. Not when you took the contracts. What amount did this Santa Barbara system amount to?

A. About $500,000.

Q. $500,000. What is the largest amount of any contract that you ever had?

Commissioner Donges: In a street railway?

Q. Where you have been an independent contractor?

A. That is about as large as any. The Suffolk Traction Company is about the same amount, that is not complete yet.

Q. What was the number of miles of the Santa Barbara system you built?

A. That is in the neighborhood of 15 miles altogether.

Q. Fifteen miles?

A. About that, yes.

Q. That is at Santa Barbara, California?

A. Yes.

Q. Now, have you ever been the operating head of any company, and chargeable with the details of the operating expenses and of the entire operation of the system?

A. Yes.

Q. What system?

A. Brooklyn Rapid Transit Company.

Q. Was there anybody over you in the operating department of that road?

A. The president and Board of Directors.

Q. What was the name of your position, that you held?

A. Chief engineer and general manager.

Q. How long did you hold that position?

A. Four or five years.

Q. What year did you commence and what year did you end, as chief engineer and general manager of the Brooklyn Rapid Transit Company?

A. I commenced in 1894 and finished in 1905.

Q. Were you chief engineer and general manager during all that time?

A. No; the first few years I was there I was chief engineer of construction.

Q. I am talking of when you became chief engineer and general manager and when yon ended that connection.

A. I think it was in 1900.

Q. How long did it last?

A. A little over four years.

Q. When did it end?

A. 1905.

Q. Now, Mr. Brackenridge, you have made a summary here of what you have entitled the reproduction cost new of the property of the Trenton Street Railway Company and its subsidiaries, have you not?

A. Yes.

Q. Have you a copy of that among your papers?

A. Yes.

Q. Will you produce it?

A. (Complies.)

Q. This you subdivide under track outside the city and track in the city, you have placed two figures. Will you just state what the total of those two figures are?

A. That is, the total cost of the road?

Q. Yes, of the tracks.

A. Just the tracks?

Q. Yes, just those first two items.

A. In the city there is $370,910.80.

Q. Yes. The tracks outside the city is how much?

A. That is in several different items; you have rails, ties, joints and so forth.

Q. You misunderstand my question. I am asking you what you made the total for tracks in the city.

A. That is the items here, all shown separately here?

Q. No, I am just asking you for your totals.

A. $695,526.19.

Q. —— $527.19, isn't it?

A. Yes, 27, that is right.

Q. Now, will you state just how you arrived at that calculation?

A. I put the price of rails at $30.40; that is $28 at the mill for the rail, "T" rail, $2.40 freight; I allowed a dollar a ton for handling it from the freight depot to the yard. On the "T" rail outside the city I allowed 20¢ a foot for labor of laying the track and where ballast was used, $1.60 a cubic yard for the ballast in place. I allowed 40¢ apiece for ties placed two foot, center to center. $3.20 a keg for spikes and 50¢ per joint for each joint, and 43¢ for copper, and 7¢ for the labor of putting it on. I allowed the actual measurement as I found in the piers and abutments at the various bridges and culverts at $6.00 per cubic yard, with the exception of the bridge on the Pennington & Hopewell line over the Pennsylvania and Reading Railroad, where I allowed $8.00 per cubic yard for that masonry. I allowed $40.00 a ton for all rolled beam construction in the bridges and culverts. I allowed $60.00 a ton for all riveted work in the bridges. I allowed a dollar apiece for all the bridge ties and guard timbers at $30.00 per thousand plus $1.00 a running foot for putting it on the bridge.

Q. Now, will you take from your data just the number of miles of track in the City of Trenton?

A. 32.3 miles in the city.

Q. State the amount you allowed for rails.

A. I didn't catch that question.

Q. State what tonnage you allowed for those rails in the city.

A. I took a section of rail and found the tonnage of the various sections, 85-pound rail, 103-pound rail, 90-pound rail.

Q. State from your data just how much of the various classes of rail that you figured on, and on what streets.

A. The prices used in the city, of rail, girder rail ——

Q. No, I want the length; I want the amounts.

A. That is all shown on that big sheet there.

Q. Give it to me.

A. Centre Street, Broad to Ferry, 650 double track, Belgian block estimated price per square yard of paving, $2.50, kind of rail, 7″ grooved rail. That rail weighs 103-pounds, according to Mr. Johnson; that is the way we figured.

Q. What price did you allow for that rail?

A. That rail is $36.40 for 30-foot lengths and $38.40 for 60-foot lengths.

Q. Which did you allow; how many of one length and how many of the other?

A. I considered it all 30-foot lengths. As a matter of fact, it doesn't make any difference in the estimate because the additional cost per ton just offsets the two additional joints you would get with the 30-foot lengths. On that particular street there is 4 inches of ballast and the track was laid in 1913, and the pavement was laid in 1913, and the company was obliged to pave 17 feet in width.

Q. Can you give me the price you allowed for girder rail joints in that piece of pavement?

A. Where the welded joint was used, I allowed $7.00 per joint. And where the ordinary joints were used, I allowed $2.00 a joint.

Q. How many welded joints did you allow for?

A. 2520, I think, altogether.

Q. Haven't you any record of it?

A. That is the record, 2520.

Q. What allowance did you make for ties; total price?

A. I allowed $1.00 apiece for treated ties and bridge ties and 40¢ apiece for untreated ties.

Q. How many treated ties did you allow for in your entire estimate?

A. About 17,000.

Q. And how many untreated ties?

A. $173,000, about that.

Q. From whom did you get the statement that there were only 17,000 treated ties in this system?

A. I am not sure whether I got that from Mr. Johnson or Mr. —right in that connection I would

like to state I figured those ties at two foot centers. For instance I have made that estimate; I understand they are not all two foot; they are two feet and a half in many instances. All the ties I saw, particularly on the suburban lines where they were exposed were two foot centers. Mr. Johnson testified to 150,000 ties which would mean they were two foot six centers throughout the whole system.

Q. Which has the most; two foot centers or two foot six centers?

A. You have more ties with two foot six centers; you have about 50,000 more ties in the system, which I allowed.

Q. Which you did allow or didn't?

A. I allowed 50,000 ties more than Mr. Johnson testified he had.

Q. Is it your recollection Mr. Johnson testified to only 150,000 ties in the entire system?

A. I remember that, yes.

Q. You remember his saying so?

A. Yes.

Q. Will you state what other materials and the prices therefor you allowed? For instance, in this first item of Centre Street.

A. I can give you the prices on most anything you want; I have them all here. Poles, number 1 light pole, measuring 5 inches at the base, 4 inches the next section, 3 inches the next section, was 27 feet long and weighed 350 pounds. I bought those poles all the way from 2.3¢ a pound to 2.6¢ per pound. I used in the computation in this estimate 2.6¢, which is the highest I paid from 1890 to 1912. Number 1, heavy pole, 5 inches at base, 4 inches next section, 3 inches next, 27 feet long, weighs 500 pounds. Number 2, light pole, 6 inches at base, 5 inches next section, and 4 at the top; 28 feet long, weighs 475 pounds. Number 2, heavy pole, 6 inches at base, 5 inches next section, 4 inches the next one, 25 feet long, weighs 700 pounds. Number 3, light pole, 7 inch base, 6 inches next section, 5 inches at the top, 30 feet long, weighs 600 pounds. Number

3, heavy pole same dimensions, 30 foot, weighs 1,000 pounds. Number 4, light pole, 8 inches at the base, 7 inches in the middle, 6 inches at the top, 30 feet long, weighs 825 pounds. And number 4, heavy, weighs 1300 pounds.

Q. Did you include the poles in this cost of track?

A. No.

Q. Well, I asked you what other items and number and the amount went into the cost of this track on Centre Street which was figured here as an item of $3,825, being the first item on your list?

A. The girder rail I used $36.40 a ton, plus a dollar for delivery on the ground. The spikes I allowed $3.20 a keg, 200 pounds to the keg, 450 spikes each.

Q. What I want, Mr. Brackenridge, is how many spikes you allowed in this particular track?

A. Four to each ties. I haven't come to that yet.

Q. All right, pardon me.

A. The ties; I allowed on these ties 40¢ for the uncreosoted and a dollar for the creosoted ties.

Q. Yes; but how many on this piece were creosoted and how many uncreosoted?

A. I understood from Mr. Johnson these 17,000 were just scattered around the system and were not put in continuously under any piece of track. They were in the total estimate but it wouldn't make any difference in the value whether they were all in together or whether they were scattered in two or three miles of track. I tried to be fair about this.

Q. Probably we can arrive at this in a little bit shorter method. You have then made up quantities of girder rail, and "T" rails, and the joints, and ties, and spikes and welded joints and so forth that go in to make up this entire system, have you not?

A. Yes. But each class of rail is treated separately. Those girder rail have different weights.

Q. That is all right, but you have some documents then which show the total amount, have you not?

A. Yes.

Q. In this entire system?
A. Total tons of 7-inch rail.
Q. And 9-inch rail?
A. And 9-inch rail.
Q. And "T" Rail?
A. And "T" Rail.
Q. Produce that document and tell me just how many tons of each kind of rail have gone into this trackage of this system.
A. Here is Centre Street, Broad to Ferry, 650 feet of double track laid in 1913, 7-inch grooved rail——
Q. Now, a shorter way would be to do just as I suggest, and you said you had the statement: that is, just read the totals in——

Commissioner Donges: In tons?

Q. (Continuing) In tons, in the entire system.
A. I have got it in here somewhere.
Q. That is the shortest way to get at it; so just take a little time and find it.
A. I will have to take each one of those items and add them up; it will be a whole afternoon's job. I have carried each on right across the line.
Q. I will ask you to prepare a statement which will show the number of tons of each class of girder rails and the price you allowed and a statement of the number of tons of "T" and the price allowed; and the number of pairs or continuous joints, and the price; the number of ties, and the price; the number of spikes used in the system; the number of welded joints; the number of rail braces.
A. There is no rail braces in this estimate at all. I haven't included them.
Q. You didn't include them?
A. I didn't include them.
Q. You say there is none in the system?
A. I didn't see any.
Q. I want you to say whether or not in your opinion there are none.
A. I wouldn't say that; I haven't seen any.

Q. You didn't calculate any?

A. They are not included in this. They are only a small item anyway.

Q. Did you see any tie rods?

A. Very few; saw a few; I didn't take any account of them.

Q. Didn't take any account of them?

A. No.

By Commissioner Donges:

Q. What do you mean by tie rods?

A. Those are rods to tie the tracks together about every five or six feet.

By Mr. Katzenbach:

Q. That would be covered up by the pavement, wouldn't they?

A. Yes. I saw a few on the Princeton line at Lawrence; that is the only place I saw any. I suppose they got in there by mistake. Nobody uses them nowadays to brace the tracks. That was some old piece of track; they just had them and put them in.

Q. You didn't take any account of tie rods throughout the entire system, as I understand?

A. No.

By Commissioner Donges:

Q. Is it good practice to use them, in the more modern practice?

A. I don't think so. We don't use it where there is improved pavement. The pavement affords the best level support to the rail you can get where it is graded. You put the tie rods in the middle, the webb of the rail, and it forms a fulcrum for the rail to run out. Instead of keeping the track to gauge, it more often gets a wide gauge than keeps it to gauge.

By Mr. Katzenbach:

Q. Will you give a statement of the amount of broken stone and the price you allowed?

A. That is all figured the same as the other; each piece of pavement——

Commissioner Donges: Mr. Katzenbach, wants you to give the total ballast.

Q. The total ballast you figured on. Then, will you give me the total sacks of cement?

A. Total what?

Q. Total sacks or bags of cement you figured on.

A. I figured so many cubic feet of concrete or stone masonry.

Q. You can reduce that into sacks?

A. Reduce it to sacks and give the cubic yards of sand and everything that goes into the concrete and mortar.

Q. I want it solely in the track, not bridge work; the total and you can prepare that for me?

A. There is no cement in the track, unless you consider it in the bridges or culverts.

Q. You did not allow any cement in between the ties?

A. Only as a pavement foundation, that is all.

Q. You didn't include it——

A. Not in the track, no.

Q. You didn't allow it on any part of the system, any kind of work?

A. That is under pavement, under pavement where they had concrete foundations when it was put in. I didn't understand or find any track laid on concrete in the system. I don't think there is any.

Q. How deep did you estimate the pavement to go to reach the top of the ties?

A. How deep?

Q. Yes.

A. With a 9-inch rail they use a 7-inch stone, if they use a stone pavement. You would have to have about one inch of sand cushion between the top of the ties and the bottom of the paving stone.

Q. Did you figure upon any cement being placed between the ties and in the stones——

A. Yes.

Q. ——between the ties in the system?

A. Where the pavement is laid on a concrete base the cement is figured, whatever the depth of the concrete base is to the pavement.

Q. Yes, but supposing the pavement is granite block pavement, did you figure upon any cement being used between the ties?

A. Yes, if laid on concrete.

Q. If a granite block pavement was laid?

A. But granite block is laid with cement sometimes and sometimes without it.

Commissioner Donges: Mr. Katzenbach didn't ask you that. Read the question.

(Question read as follows:

"Q. Suppose the pavement is concrete block pavement, did you figure upon any cement being used between the ties?")

A. Where my information stated there was a concrete foundation under this pavement I used cement and concrete.

Q. Then will you calculate the number of bags of cement used in this system?

A. Yes.

Commissioner Donges: You mean, both for the concrete base, and if any was used, in laying the stones themselves, laying the blocks?

Mr. Katzenbach: No, just between the ties.

Commissioner Donges: Just for the base?

Mr. Katzenbach: Just for the base, for the ties and not as part of the pavement.

Q. And also the price in each instance.

A. The prices?

Q. Yes, the prices in each instance. And the date that that price prevailed?

A. Well, that is up-to-date.

Q. All right, the present price. In figuring the labor of laying the tracks, what percentage of the total value of the track did you allow, or didn't you do it in the form of percentage?

A. I didn't do it in that form.

Q. What form did you do it in?

A. So much per foot for labor. Where ballast was used I allowed 60¢ for laying the track in the city on girder rail, and where ballast was not used I allowed 50¢ a foot.

Q. Then will you calculate on this statement in dollars and cents how much you allowed for labor?

Commissioner Donges: For the entire system?

Mr. Katzenbach: For the entire system.

Q. Mr. Brackenridge, the next item you have is overhead lines and feeders of which you said the reproduction cost according to your estimate was $307,100.30, is that correct?

A. $307,100.30.

Q. Now, that included the cost of copper, did it not?

A. Yes.

Q. You had a statement from Mr. Johnson or Mr. Swan, did you, of the amount of copper in this system?

A. I had it from Mr. Johnson, yes.

Q. You figured what the cost of that copper was, did you not?

A. Yes.

Q. Will you give me just exactly the amount of copper and the cost of that copper? Take Mr. Johnson's statement and give me the cost of each kind of copper.

A. Cost of each kind?

Q. Yes. Will you state just how much 2-0 trolley wire there is in the system and what is the cost of that? Have you that figured up now?

A. Yes.

Q. Will you let me have it?

A. I allowed a dollar a foot for all that submarine cable——

Q. Let us take up each item; tell me the first item on Mr. Johnson's list; you got from Mr. Johnson the amount of copper in the system.

A. I didn't figure mine the way he gave it. It totals up to that.

Q. Just state what was the first item that he gave you.

A. He gave me 66 miles of 500,000 circular mill feeder wire, he gave me 35-½ of 4-0 feeder wire. The trolley wire I took from the blue print he gave me, which is an equivalent to the mileage of tracks, which is 71.95 miles of 2-0 trolley wire. I credited all that as 2-0; I don't think it is all 2-0; some smaller wire.

Q. What I want, Mr. Brackenridge, is I want for instance what you found the value of the 71.95 miles of 2-0 trolley wire?

A. I think I called that 72 miles.

Q. That is all right, 72 miles. You must have some calculation somewhere that you have made of that.

Mr. Record: Does it appear he calculated it that way in there?

Commissioner Donges: He must have calculated it some way.

Mr. Record: I understand he has calculated it separately. The question is whether he hadn't better make a memoranda and figure it up.

Commissioner Donges: I understand Mr. Katzenbach don't ask that.

Witness: I haven't figured that; the weight of some much per mile, 72 times that, times 15¢; I used 15¢.

Q. Can you give me this, Mr. Brackenridge, of this sum of $307,100.30, how much of it represents copper?

A. I wouldn't want to answer that offhand.

Q. In order to have arrived at this figure of $307,100.30 you must have ascertained the cost of the copper?

A. I did, yes.

Q. Now, then, what did you estimate the cost of that copper to be, in any way or any form of mileage that you took?

A. Why, I haven't those figures with me, but I know that the 500,000 circular mill feeder wire was about 35¢ a foot. I have got all those figures and I can get them together for you. They are as big as a bale of cotton. I didn't want to bring them all down here.

By Commissioner Donges:

Q. You can supply that?

A. I can supply that.

By Mr. Katzenbach:

Q. You understood you were to be examined on this statement?

A. Yes.

Q. And, of course, that necessarily implied that we wanted to know how you arrived at these figures, you understood that?

A. I have got all the details of them.

Q. Where is this detail?

A. It is all here or in my office, but I haven't those particular items you ask for.

Mr. Record: Why not make a memoranda and let him produce it, just what you want?

Mr. Katzenbach: I suppose, of course, if he made up this figure he must have had some memoranda from which he made it up.

Commissioner Donges: What you want is the memoranda?

Mr. Katzenbach: Yes, I want to know where that memoranda is. If you haven't it here now.

Witness: I can't seem to find it. I may possibly have it. I have got something here that will answer your question.

Q. Very well; state what you have.

A. This is in the city, it will take care of that part of the double track; underspan iron poles per mile, $3500 per mile of track. That is made up of 88 heavy number 2 iron poles, 700 pounds each at 2.6¢ per pound, $18.20 per pole, $1601.16 per mile. Four miles of number 4 poles, 825 pounds each at $21.45 per pole, $8580, making a total $1687.40 per mile of track for poles. Hauling, setting, painting, $3.55 per pole, $326.60 per mile. This is assuming these poles are set in cement, which they ought to be, but I don't think that they all are. Cement and labor, including broken stone, $1.80 painting $8.25; labor, setting and painting, one coat, $43.75 per mile. That makes altogether for those items which I gave you $217.55. That reduced to a pole basis, the 88 number 2's, and four number 4 poles making 92 poles cost $326.60 at $3.55 per pole. That is, all set, painted, and up ready to put the wire on.

Now, the trolley wire: 4466 pounds of number 2-0 copper wire at 15¢ is $670.00 per mile double track. Labor running at $2.00 a span, 44 x 50 foot each; 2,200 of three-eighth inch, seven stranded wire—I have put stranded wire although you haven't it all over the system, you have just plain wire.

Q. You have figured something we haven't got?

A. You have some, it isn't all over the system. At $11.00 per thousand $24.20 for span wire. Labor putting up span wire $1.30 per span, $57.20. Eighty-eight strain insulators 50 foot, $44.00; bolts 12¢ per pole, $10.50. Eighty-eight hangers with 34½, $30.36. Eighty-eight twelve-inch ears at 35¢, $30.80. Four

splicing ears at $1.12, $4.48. Twenty globe strainers at 45¢, $9.00. Two sectional insulators at $6.90, $13.80. Two switches at $2.75, $5.50. Fifty bolt holes at 40¢, $20.00. Eighty-eight sets of sundries at 12¢—those are the entire bolts, sundries, those are bolt fasteners, on the bolt, 12¢; a bolt; eighty-eight bolts at 12¢ each, $10.56. Labor $175 that makes $3319.40 per mile. I called it $3500 a mile.

Q. That hardly answers my question, it would seem to me, Mr. Brackenridge, as to the cost of the copper. Now, will you take down the following items of copper in the system as given you by Mr. Johnson and then let me have your estimate as to the cost of that copper?

A. Yes, sir.

Q. I will now give you the items: 72 miles of 2-0 trolley wire——

Commissioner Donges: Where did you get these figures, Mr. Katzenbach?

Mr. Katzenbach: These are the figures which he stated that Mr. Johnson had given him and on which he based his calculation.

Q. You based your calculation upon the figures which Mr. Johnson gave you of the amount of copper in the system, did you not?

A. Yes, sir.

Commissioner Donges: I understand the witness made his own calculation on the quantity of copper.

Mr. Katzenbach: No.

Witness: It is the quantity, but not the lineal feet. I took the lineal feet of copper from Mr. Johnson's blue print showing the track miles. I got a foot of overhead wire for every foot of wire, I think it is safe to assume that, then I took the mileage in feed wire Mr. Johnson gave me and the submarine cable which he gave me.

By Commissioner Donges:

Q. Then the figures Mr. Katzenbach now gives you are the figures which you took for the basis of your calculation?
A. Yes.

By Mr. Katzenbach:

Q. 65 and 1/6 miles?
A. I got 66 miles.
Q. You may count it 66 then——

Mr. Record: Why not ask the witness is the information based upon the figures he testified to?

Commissioner Slocum: It seems to me you are entirely on different lines. The witness is testifying to certain things which he found per mile in this trolley system and you are asking him for certain estimates which he made on figures given or furnished by Mr. Johnson.

Mr. Katzenbach: He said that he made them.

Commissioner Slocum: They are entirely different propositions.

Mr. Katzenbach: It seems to me they are not, if you please, Mr. Commissioner, not different propositions; for the reason he said he calculated the amount of copper that was in this system and, therefore, if he had calculated the amount of copper in this system he must have used the figures which he said he got from Mr. Johnson who calculated the amount of copper.

Mr. Record: He didn't say he set the copper off on side and calculated that separately.

Commissioner Donges: What Mr. Katzenbach is asking is this: Mr. Brackenridge has just testi-

fied he took Mr. Johnson's estimate or statement as to the length of the system and that over the system there was a certain weight of copper wire used. Mr. Brackenridge, as I understand it, on that statement of the actual length of the system, finds the wire, divided the entire system by miles and made his calculation on the per mile basis, instead, as Mr. Katzenbach now asks him to do, to state the complete quantity of wire and the cost it would be, the number of pounds of wire multiplied by so many cents, as I understand it, instead of taking each mile of single track and each mile of double track and estimating it by the mile. I take it that is the difference. I understand there is no difference between Mr. Brackenridge's and Mr. Johnson's figures of 72 miles, nor of the weight of copper per foot. The only thing is that Mr. Katzenbach is now asking that Mr. Brackenridge's estimate be put in one figure for the entire system, how much copper wire over the entire system. Isn't that it?

Mr. Katzenbach: That is it.

Mr. Record: I have no objection.

Mr. Katzenbach: Mr. Brackenridge's statement would be all right if you had the same amount of copper in each foot of this distance, but there is many parts of this system where the feeder wire, which is copper, would be heavier than other parts of the system.

Commissioner Donges: Why wouldn't it be better to ask Mr. Brackenridge then to put, on the basis of what was furnished him, to supply you in answer to your inquiry the total number of pounds of copper used, the unit prices which he applied to it and give you the total cost of the copper? That would give you what you want.

Mr. Katzenbach: Some would be insulated copper wire and some wouldn't be insulated, and those

figures would all enter into—those factors all enter into the figure.

Commissioner Donges: You want to know how much was insulated and how much not, how much of one weight and how much of another?

Mr. Katzenbach: Certainly.

Commissioner Donges: That is what it amounts to.

Mr. Katzenbach: The number of lineal feet of each class.

Commissioner Donges: I dare say you can supply that?

Witness: Yes.

Commissioner Donges: It is a matter of calculation, as I understand it?

Witness: Yes.

Mr. Record: You make a memoranda to supply that?

Witness: Yes, sir.

Mr. Katzenbach: That is the number of lineal feet, the weight and price of each kind of copper wire used on the system?

Commissioner Donges: Yes. Then it is merely a question of calculation?

Mr. Katzenbach: Calculation.

Q. Now, then, Mr. Brackenridge, you stated in your direct examination that you did not allow any depreciation on copper wire. That is correct, isn't it?

A. Yes, sir.

Q. Now, the item of $307,100.30 includes the copper, does it not?

A. That includes the copper, yes, sir.

Q. You calculate that the annual depreciation is 4 per cent. on everything except copper wire, don't you?

A. Yes, sir.

Q. You have for the annual depreciation on the overhead line and feeders exclusive of copper wire, the sum of $12,284.01. Will you multiply $307,100.30 by 4 per cent. and tell me what figure you get?

A. $307——

Q. $307,100.30, take the annual depreciation of 4 per cent. and what amount do you get?

A. $12,284.01.

Q. Well, then, as a matter of fact, you have figured your depreciation on copper, haven't you?

A. That is the annual depreciation.

Q. Well, that includes the depreciation on the copper included in this overhead system, does it not, overhead line?

A. It is in the annual depreciation, but it isn't in the accrued depreciation.

Q. I am asking you whether it isn't in the annual depreciation?

A. Yes.

Q. And yet you said you didn't calculate any depreciation on it, is that correct?

A. That is correct. It is an error in my figure, it should be in there.

By Commissioner Donges:

Q. I want to know how many years, average life, you took on the copper to arrive at those figures of $82,549.90? It is easy enough to divide twelve into $82,000 and get the answer. How many years as a matter of fact did you take?

A. I don't remember what I took, but that is the way I got it.

Q. You multiplied 12,000 odd by some figure that gave you the 82,000, is that right?

A. Yes.

By Mr. Katzenbach:

Q. Now, then, Mr. Brackenridge, will you state just what the value of the overhead line——

A. I want to correct that answer. That answer is not right, $12,284 is not the correct annual depreciation. It is depreciation including the wire and it should be the depreciation with the wire out.

Q. Just give me what is the correct annual depreciation on the overhead line and feeders.

A. I would have to take copper from that $307,-100, the feeders that were in that particular place, 40 and 20.

Q. You must have had that in mind when you made that calculation, didn't you, as to how much copper there was? I will put the question this way: What did you ascertain the amount of this overhead structure or line to be without the copper?

A. That is the sum of the feeders and circular cables and trolleys?

Q. No; I want the sum of everything without copper; what did you find that to be?

A. I haven't got that separately.

Q. What is that?

A. I haven't got that separate.

Q. Will you state just how you arrived at $82,549.90 as the accrued depreciation according to your estimate?

A. That accrued depreciation is arrived at by subtracting the cost of the copper from the $307,-100.30 and then applying ten years' depreciation—I am not sure on the years, but you can get that by dividing, if you have got the original figure to make your deduction from. I think I assumed it was ten years' life gone, or forty per cent., as I recollect it.

Q. You must have ascertained, how did you ascertain how much life had been gone?

A. By examining the poles. A great many of the

poles are rusted off at the ground line and will have to be removed and put a sleeve on them.

Q. Then you made a personal examination of each pole?

A. Pretty nearly. I have been over the entire line, some of the poles I have examined round the ground and seen they were rusted. Others I have just looked at in passing in the car.

Q. What in your judgment is the life of a steel trolley pole, or iron trolley pole?

A. I think twenty years is a fair life.

Q. Well, if these poles had been here in the city we will say for twenty-two years, or twenty-one years, and they were still in good condition, you would think that the life of an iron pole was much longer than that, wouldn't you?

A. I would, yes.

Q. Then you think that the life of an iron trolley pole is about twenty years?

A. I should think about that, yes.

Q. And did you find any of these iron poles that had been in, either according to your inspection or according to the information which had been given you within the last ten years, that were placed in position within the last ten years?

A. No, I didn't. I didn't have any special date of the setting of any trolley poles. I just assumed they were put in when the track was laid and the road was built.

Q. What date did you fix as the date of the building of the road?

A. I think an average of ten years' depreciation on those poles.

Q. How did you arrive at that average of ten years?

A. By instinct, I suppose, as much as anything else. I just assumed that.

Q. Now, in your estimate of this overhead line what amount did you allow for special work in overhead construction at such points as bridges and railroads?

A. I allowed 60 feet of wire, trolley wire, and four

extra poles to the mile, and the difference between $3319.40 and $3500 a mile, which was ample to cover all those increases.

Q. Then you didn't allow anything for special work?

A. That covers it.

Q. Except in the estimate that you have made?

A. That allowed for the special work, in my per mile price. There is only 88 poles to the mile, on a straight track, and then where special work comes in, as the strain on the pole on a curve, where they put an extra pole, I took four extra poles over the entire system to cover that.

Q. What I want to know is whether you made any personal examination of any extra or special overhead work at bridges and railroad crossings and fixed a value upon that?

A. No, I didn't do that. I have seen them and noticed they were there and I assumed I had ample in my overhead rate to cover all those things, and I still think so.

Q. I am not saying you don't still think so. I am just asking you whether you did make any figures on that particular kind of work, piece by piece?

A. Yes, I would say that that was all taken into consideration in this estimate.

Q. I am just asking you whether you made any figures piece by piece of this special work, overhead work?

A. No, I didn't. If I had done that that estimate would have been less than $3500 a mile.

Q. Now, Mr. Brackenridge, how many pieces of special work is there in this system of track, not overhead special work, but track special work?

A. I don't remember just how many, I think 57, something like that; but I can tell you how I figured that.

Q. Let us not go too fast. You say there are 57 pieces of special work?

A. I think so, I am not sure about, just my recollection.

Q. Did you get a list of the special work in this system from anyone?

A. Yes, I took it myself. I made a sketch of every piece of special work in this city and figured it.

Q. All right. Now, then, just give in detail what each special piece of work was and what your figure was in detail.

A. I lumped those pieces of special work. I took as a fair average 60 feet of curved track for every curve I allowed $100, for every frog $120, for every mate $140, $150 per switch and $4.64 from point of switch to point of switch, or arc of the curve of the track which——

By Commissioner Donges:

Q. $4.64 for what?

A. Per foot. That includes double guard rail and the highest class of construction, which is not in here in every case.

By Mr. Katzenbach:

Q. What did you find that average lump sum to be? You say you took an average lump sum for these 57 pieces of special work.

A. I took each curve at 60——

Q. You just stated that—I am trying to find what is the average, what is the average in dollars and cents?

A. I didn't take that. I counted up the frogs, switches, mates, and curves.

Q. Did you do that from actual inspection all along the road?

A. Yes.

Q. And you only found 57 pieces of special work?

A. That is just from memory. I don't remember just how many I did find; but I found them all, however, many there were, I got them all.

Q. If you got them you must have some list of them somewhere, haven't you?

A. I have in my notes.

New Jersey State Library

Q. Just find that.
A. I have sixty-nine pieces here.
Q. Is that all over the system?
A. No, in the city.
Q. In the city?
A. Yes.
Q. Sixty-nine pieces in the city?
A. Yes.

By Commissioner Donges:

Q. Does that include bridges?
A. Everything in the nature of special track work. I can read this list off and the prices I put on each one.

By Mr. Katzenbach:

Q. You say that the special work in the city—will you read just what pieces of special work you have?
A. State Street at Canal bridge, double track crossing——
Q. And your value on each piece, or didn't you make a value on each piece?
A. Yes; I made the value.
Q. All right, state your value.
A. State Street at Canal bridge, double track crossing with Pennsylvania Railroad, complete without paving $1320. Second——
Q. Does that include superstructure, the laying of it?
A. Yes, sir. East State Street and South Clinton, two track right-hand branch-off, complete without paving $1637. Third; cross-over just west of South Clinton Street on State Street complete without paving $975. Fourth; East State Street and Monmouth, double track, double guard rail curve, $464. Five; cross-over just west of Olden Avenue, $975. Six; single track right-hand branch-off into Olden Avenue, $640. Seventh; siding at South Olden Avenue and Farragut, $1440. Eighth; single track,

double guard rail curve from South Olden Avenue into——

Q. Into North Clinton Avenue?

(Witness hesitates.)

Q. Never mind that.

A. It is $280. Ninth; siding on Hamilton between Quinton and Revere, $1440. Tenth; Hamilton Avenue at Chambers Street, single track running into double track $500. Eleventh; Hamilton Avenue and South Clinton double track left-hand branch-off, $1637. Twelfth; South Clinton between Elmer and Dye Street, industrial track crossing double track, $660. Thirteen; South Clinton and Dye Street double curves, single guard rails $370. Fourteen; South Clinton into Stanton Street, double curves, $464. That makes $12,802 on that sheet. South Broad Street, single track curving into Broad Street going south, $638. Sixteen; South Broad south of Stanton cross-over $975. Seventeen; double crossing at South Broad and Liberty Streets; that is a question whether that belongs to your company or the Public Service Company. I put it down $1200. Eighteen; double curves on South Broad near Dye Street, $280. Nineteenth; South Broad and Canal, Camden and Amboy Division, Pennsylvania Railroad, double curves, crossing double track of steam railroad, $2000. Twenty; South Broad and Third Street double track curves, $560. Number twenty-one, industrial siding single track crosses double track, $660; crossing a double track on Broad Street north of Third Street $660. Twenty-two; South Broad Street and Centre Streets, double curves right-hand branch-off $1300. Twenty-three; cross-over north of special work at North Broad and Centre Street, $975. Twenty-four; South Broad and Market Street, right-hand double curve, $1637. Twenty-five; South Broad and Factory Street, double curves, single guard, $370. Twenty-six State and Broad Street, double track crossing with connecting curves, one track from Broad to State east, and one track from Broad to State west, $2860. Twenty-seven; Broad

Street north of State cross-over $975. Twenty-eight; State Street west of Broad cross-over $975. Twenty-nine State Street at Warren, double right-hand branch-off, $1637. Thirty West State and Prospect, double curves with cross-over, at $1637 and $975, making $2612. Thirty-one; West State Street double curves into single track at Sandhicon Drive $500. Thirty-three; private right of way, of Park Place Land Company and Stuyvesant Avenue, single track, 60-pound rail guard, $325. Thirty-four; Stuyvesant Avenue west of Whittlesey Road, turnout, $1440. Thirty-five; Stuyvesant Avenue at Beechwood double track begins at cross-over $975. Thirty-six, Stuyvesant Avenue at Prospect, double plain curves, double guard, $464. Prospect Street and Spring Street, double plain curves, double guard, $464. Parkway Avenue and Pennington Avenue, turnout, $1440. Pennington Avenue and Prospect Street, turnout, $1440. Pennington Avenue and East Trenton Railroad, single track crossing single track, $330. Pennington Avenue between Calhoun and Revere, turnout, $1440. Pennington Avenue and North Warren, double track left-hand branch-off from North Warren into single track on Pennington Avenue, $1850. Forty-three; Princeton Avenue north of Pennington about 400 feet double track runs into single track $500. Princeton Avenue between Rose and Wayne, single track——

Q. Rose and Warren, isn't it?

A. Princeton Avenue between Rose and Wayne, single track curve, double guard rail, $280. Princeton Avenue and Morgan Avenue, turnout, $1440. Princeton Avenue and Paul Avenue, Single curve, double guard, $325. Paul and Nassau, turnout, $1440. Paul and Brunswick, single curve, double guard $325. Forty-nine; Brunswick Street at East Trenton Railroad single track crossing single track $330. Brunswick Street 50 feet north of East Trenton, Railroad, turnout, $1440. Brunswick Street between Mulberry and Pine, turnout, $1440. Fifty-two, Mulberry Street at St. Joss, turnout of curve at the end, $1760. Mulberry Street north of Clinton, end of single

track running into double track on North Clinton, $825. Fifty-four; North Clinton between Tyrell and Oak, cross-over, $975. North Clinton at Jefferson, double track, plain curve, $464. Fifty-six; North Clinton and Ferry, double plain curve, double guard, $464. Fifty-seven, Ferry Street at crossing of Pennsylvania Railroad, double track street railway crossing six tracks of Pennsylvania Railroad $3000. Fifty-eight; Ferry Street and North Broad, double curves with single track branch-off, $1460. Ferry and North Warren "Y" curve, $2,000. Sixty; North Warren, double track trolley crossing single track steam railroad, Bellvidere Division, Pennsylvania Railroad, $800. Sixty-one; Market Street about 175 South of Broad runs into single track, $500. Sixty-two; Market and South Warren, single track curve, double guard rails, $300. Sixty-three, South Warren and Paul, single track, branch-off, curve west end Falls, $640. Falls and Fair, single curve, $325. Sixty-five; Bridge and Fair, single curve and stub end of track to Bridge, $325. Centre Street north of Federal, American Bridge Company's track, private crossing put in and maintained by trolley company $600. Sixty-eight; Centre north of Lalor, double track runs into single curves from Centre into Lalor, $640. Special work going into car barn at Lalor and Second Streets $4,000. That seems to be about all of that.

Mr. Katzenbach: I would like to ask Mr. Brackenridge if he will bring with him so we can facilitate this examination, every single figure or all data with which you support this statement of your valuation of this property.

Witness: Yes, sir.

Commissioner Donges: You want that tomorrow morning?

Mr. Katzenbach: Yes.

Adjourned until Tuesday, November 16th, at the State House, Trenton, N. J., at 12 o'clock A. M.

TENTH HEARING.

Trenton, N. J., Tuesday, November 16, 1915.

Before the following Commissioners: R. W. E. DONGES, ESQ., J. W. SLOCUM, ESQ.

For Trenton & Mercer County Traction Corporation appears F. S. KATZENBACH, ESQ., and E. M. HUNT, ESQ.

For City of Trenton appears GEORGE L. RECORD, ESQ.

J. C. BRACKENRIDGE resumes the stand.

Cross-examination.

By Mr. Katzenbach (continued):

Q. Mr. Brackenridge, last evening you were giving prices which you had fixed on certain items of special work in the City of Trenton, and I think you had completed that list, had you not, at the time of adjournment?

A. Yes.

Q. From whom did you get that list of the different pieces of special work?

A. I got them myself, going over the ground.

Q. From what source did you get the present price of that special work?

A. From my knowledge of the business.

Q. Did you consult with any steel manufacturers during the time that you were engaged in this work, as to prices, present prices of this special work?

A. I did not. I am in almost daily communication with the manufacturers of special work.

Q. And you are familiar with all prices, with the present prices of special work?

A. Yes.

Q. What is the present price at the factory of a complete switch for a ninety-pound girder rail, including switch, mate and frog with connecting special work rails?

A. There are different types of rail. It is about $925.

Q. My question specified ninety-pound girder rail. You say at the factory that is $925?

A. About that, yes.

Q. There is a considerable item, is there not, in the laying of that piece of special work, the cost of laying is considerable, is it not?

A. Not when the track is built new, it doesn't amount to very much, because the switch pieces and frogs are laid right in with the rail.

Q. What part of the sub-structure do you have to have for a piece of special work?

A. Just the same as other track.

Q. Isn't it reenforced more with concrete and with more ties under it than the ordinary track?

A. There are more ties, but that is taken care of in the per foot of track. In the figures that Mr. Johnson gave me, on the blue-prints he gave me so many feet of single track including first track, second track, sidings, turnouts, cross-overs.

Q. I want to know whether, under a piece of special work, you don't have to use more ballast and more ties and more concrete, and whether the cost of labor in laying a piece of special work is not more than in laying a piece of ordinary track?

A. No, it is not; you get double the track labor on a piece of special work, it is more in that sense, but then the special work is allowed for per foot of track; it doubles over.

Q. What I want to know is, in your estimate, did you allow anything extra for the setting of this special work?

A. Yes, that allowance is made, it is practically double ——

Q. Did you allow it as special work?

A. No, I did not. I allowed it as feet of single track.

Q. You allowed it as feet of single track?

A. Yes. So in that particular instance if the price was fifty cents a foot for labor, it would be one dollar a foot for labor through this special work, because that special work is mentioned from point of switch to point of switch, so it overlaps.

Q. So the cost of labor in the placing of special work is about twice what it is in ordinary track laying?

A. Yes, that is the way it is allowed, about twice the amount.

Q. Is the cost of it about twice?

A. The cost of the labor.

Q. Have you any list of special work in the part of the system that is outside the City of Trenton?

A. Yes.

Q. Did you put any special price upon that work?

A. I did, yes, sir.

Q. From whom did you get that list?

A. I got it from my own knowledge of the price of that class of work.

Q. Have you that list with you?

A. I have it; I know what it is.

Q. Will you produce the list that you have?

Mr. Record: The list of what, of the prices?

Mr. Katzenbach: No, of the special work outside of the city.

Commissioner Donges: Do you mean the location of the special work?

Mr. Katzenbach: The kind of special work and the location outside of the city.

Witness: I can answer that question in this way:

the special work outside of the city principally consists of plain curves and turnouts. I allowed $180 plus the straight track price for every turnout, the $180 used to cover the switches, frogs and mates.

Q. On each of the turnouts?
A. Yes.
Q. How many turnouts did you find outside of the City of Trenton?
A. I have them all in my notes here, but it will take me a half hour to find them. Every turnout is allowed.
Q. You must have in your notes at least the number of turnouts?
A. I have, yes.

Mr. Record: Turn to it. Mr. Katzenbach asks you to give it specifically.

Witness: My eyes have failed me on this work. Can I have my boy up here?

Mr. Katzenbach: Yes; we have no objection.

By Commissioner Donges:

Q. Will it take some time?
A. Yes.

By Mr. Katzenbach:

Q. Would you rather do it at recess?
A. Yes. I can give two, the Pennington, Hopewell and Princeton line.
Q. I want them altogether, at least to be in the evidence altogether. What is the present cost of a seventy-five-pound T-rail switch, including mate and frog?
A. The present cost is, at the mill, is $160, I allowed $180 in all my work.
Q. Mr. Brackenridge, the special work is com-

posed of heavier material, is it not, than the ordinary rail?

A. No, it is made out of the same section of rail usually, in fact it always is.

Q. Isn't the special work on a curve made of heavier steel than the straight rail with which it connects?

A. Yes—it is not made of heavier work, but there is an additional rail used for a guard rail, but in many of these cases where you had a seventy, seventy-five-pound running rail, you had an old wornout sixty-pound rail for a guard rail.

Q. So you took into consideration then, in making this estimate, that an old rail of sixty-pounds was used as a guard rail?

A. Yes, in making this estimate I allowed twenty-four dollars a ton for the old sixty-pound guard rail that had been used, and where I found a new guard rail I allowed the thirty dollars and forty cents plus one dollar a ton for handling.

Q. Then when you saw a guard rail that was an old guard rail, as you said, in connection with a piece of this special work, you made an allowance in your estimate of the cost of the special work by reason of the age of the material; that is correct, isn't it?

A. Just for the material, yes.

Q. As a matter of fact, didn't you find that in pieces of special work that you examined in the city, that the curve was heavier than the connecting straight rail?

A. Yes.

Q. The purpose of making the curve heavier than the connecting straight rail is what?

A. The primary purpose is that they—they couldn't roll that same weight of rail, that same section because the rail used on curves has a high guard which adds considerable weight to the rail. If they tried to roll a ninety-pound guard rail, the guard would be so thin and the other portions of the rail would be so lightened, that it would not have the necessary wear.

Q. Take a ninety-pound girder rail, what would be the weight of the special curve?

A. The curves differ, sometimes they have one guard and sometimes two guards.

Q. We will take what would be the weight with one guard.

A. They vary in weight, but I should say 117 pounds was a good type of guard rail.

Q. 117 pounds is the guard rail itself?

A. 117 per yard.

Q. You would say that would be the weight where the girder was ninety pounds per yard, that is the straight girder rail?

A. Not necessarily, but that would be good practice to use as heavy a rail as that. That is what I would figure on using if I was going to replace it.

Q. Now, then, the life of special work, what is your estimate as to the life of a piece of special work? Take, for instance, a curve where the girder rail with which it connects is ninety pounds and the special work is made to correspond with that rail, what do you consider the life to be?

A. It depends entirely upon the traffic, but I should say the average life of special work throughout the city, with varied traffic on the different lines, would be about ten years.

Q. Then you consider a piece of special work with the traffic here in Trenton would last only ten years?

A. About that, I should say, yes.

Q. You said it depended, in your judgment, upon the traffic that passed over it?

A. Yes.

Q. Did you, in your calculation, estimate the traffic that passes over each one of these pieces of special work?

A. No, I did not; I just averaged the whole thing.

Q. You averaged the whole thing and your best judgment or instinct was ten years, was it?

A. Yes.

Q. You got that, as you call it, by the instinct of your profession?

A. I might add that I have given a great deal of

study to the life of special work, and there are places in the City of Brooklyn where a piece of special work would be entirely worn out, so it was not fit to run over, in three years. It is just a question of the number of ton miles that pass over that special work in a given time; that fixes the life of the special work.

Q. Did you estimate, in arriving at this conclusion with the Trenton property, how many ton miles passed over each one of these items of special work?

A. Just from my general—I did not make any figures as to the number of cars that pass over in twenty-four hours, or the number of tons that pass over; I did not do that.

Q. You just did, as I said, by instinct?

A. Yes, and that is within about five per cent. of the life anyway.

Q. I am not asking how near it is, but I am asking under what theory you arrived at it? I have stated, and, as I understand you, that you felt your experience was such that you could tell this by instinct, that is right?

A. Yes, sir.

Q. In the estimate you made of this property, did you set apart any sum for bridges and culverts?

Commissioner Donges: Before you take up that subject, suppose we recess now, and come back at half-past one.

Recess from 12.30 to 1.30 P. M.

After recess.

J. C. Brackenridge resumes the stand.

Cross-examination.

By Mr. Katzenbach (continued):

Q. Mr. Brackenridge, in your examination of this

line you ascertained that there were a number of bridges and culverts, did you not?

A. Yes, sir.

Q. Will you state how many bridges you ascertained to be upon this property?

A. I have the number of bridges, I have not counted them.

Q. Have you the number there that you estimate?

A. I have them here, yes, in these notes. I haven't got this all detailed, as you asked me to; some I have and some I have not. You did not ask for bridges yesterday.

Q. I don't know whether I specifically asked for bridges or not; as a matter of fact have you a detailed list of bridges?

A. Yes, I have.

Q. A detailed list of the culverts?

A. Yes.

Q. You will recall that I did ask you to bring all the details of every item upon which you base your estimate?

A. Yes, sir.

Q. Have you present the details of these bridges and culverts and your estimates made thereon?

A. I have, yes; they are in these papers, but I have not tabulated them as you asked me to yesterday.

Q. Is it possible for you to give us the bridges and the estimate on each bridge and the culverts and the estimate on each culvert by reference to your notes at the present time?

A. I cannot. The way I worked that, I measured ——

Q. Just answer the question, can you or can you not give it?

A. No, I cannot give it in the form you asked.

Mr. Record: Why can't the witness be allowed to state, as he started to say, he could not ——

Commissioner Donges: He has not been asked. I presume you could properly ask him on re-direct.

Mr. Record: He started to state it—I can make a memorandum.

Commissioner Donges: I suppose the cross-examiner, if he desires, has a right to have his cross-examination conducted his way.

Q. Mr. Brackenridge, from your examination of the property, you know that there were some long bridges and expensive bridges in connection with the construction, do you not?

A. Yes, sir.

Q. You examined each of these bridges, did you not?

A. Yes.

Q. On the Princeton division, do you recognize that to be the bridge that you examined (handing witness photo)?

A. Yes.

Q. That is known as the Stoney Brook bridge?

A. Yes.

Q. On the Hopewell division the road again crosses the Stoney Brook. Do you recognize that to be the bridge crossing Stoney Brook on the Hopewell division (handing witness photo)?

A. Yes.

Q. Do you recognize this photograph marked number 5, as the bridge over the Shabbaconk Creek?

A. Yes.

Q. You recognize that, and you have referred to a bridge across the Philadelphia & Reading Railroad at Pennington, on the Hopewell division; do you recognize this photograph marked number 3, as that bridge?

A. Yes.

Q. And on the Yardville division, do you recognize this as the bridge crossing the water at that point?

A. That bridge is beyond the end of the line, I think that is on that abandoned piece of track, isn't it?

Q. No, that is another bridge entirely. This

bridge crosses a pond known as Hutchinson's pond, and I just want to know whether you recognize it or not?

A. I recognize the bridge, but I was under the impression—that is right near the end of the line then?

Q. About a mile and a half or two miles.

A. I remember a bridge like that out there on that abandoned road, partly torn up, I examined all these bridges.

Q. You do remember a bridge crossing a pond out there on the road that was being operated and not the road that you call the abandoned road?

A. I don't recall.

Q. You would have it in your notes?

A. I would have it in my notes.

Mr. Katzenbach: I suppose there is no objection to putting these in evidence.

Q. Mr. Record suggests that I might refresh your recollection by asking you if you remember the bridge where you saw the ducks swimming, I don't know whether on the bridge or on the water?

A. Yes, I remember that bridge.

(Five photographs numbers 1 to 5, received and marked Ex. T. & M.-45 to 49, inc.)

Q. Mr. Brackenridge, have you at hand the estimate of the total amount of bridges and culverts?

A. I have got it in here somewhere, but I have reduced all that to a per foot of track basis in the total, so much a mile for all those suburban lines, and the way I arrived at that, I went over all these bridges and took the length of beams there, eighteen or twenty feet, or eighteen or twenty-inch I-beams, whatever they were, and I figured all the beams below eighteen inches in height at 1.6 cents. I figured them all at 1.6 cents a pound, at the mill, and forty dollars a ton on the work in place and the riveted work I figured at sixty dollars a ton in place, and that particular bridge that you showed the picture

of over the Philadelphia & Reading Railroad, I figured that at sixty dollars a ton and the masonry in that bridge at eight dollars a cubic yard.

Q. You did not make a separate estimate then of each one of these bridges or each of the culverts?

A. Yes, I did, I measured up all the beams, measured the masonry, measured the I-beams, angles and trusses, and approximately estimated the weight of the bridge.

Q. You had to estimate the weight of the bridge then by observation, did you not?

A. I measured the angles and the parts going into the construction, channels, and angles, and so forth, and all I have to do is to refer to a hand book and see what they weigh per foot, to get the weight.

Q. Will you furnish me with a detail statement of just how you arrived at the cost of each one of these bridges and culverts?

A. Yes, sir.

Mr. Record: What you really want is the cost, is the amount. He stated the manner in which he did it.

Mr. Katzenbach: I want these measurements and figures.

Commissioner Donges: You want the measurements and unit prices?

Mr. Katzenbach: And total amounts, that is, the amount for each bridge and culvert and the total.

Witness: The estimated weight of the bridge and the prices?

Mr. Katzenbach: Yes.

Q. You put in the cost of the bridges and culverts in the item "Tracks," is that what I understood you did?

A. I put those small culverts in the "Track," plus

the masonry abutments, plus the I-beams supporting the track, and plus the guard rail or guard timber, where they had any, and plus the bridge ties where they had bridge ties, they used a ten-foot tie on some of those bridges, which I put in at a dollar apiece.

Q. Then, will you give the estimate of the cost of the track outside of these bridges and culverts; you can do that, can you not?

A. Yes, sir.

Q. If you will prepare a statement of that. When you made an estimate of the cost of track, Mr. Brackenridge, what did you include in the cost of track, what items?

A. I included rail, bonds, ties, spikes, joints, bolts; that is all.

Q. Just state what so on is.

A. And ballast, where specified.

Q. And that is all?

A. That is all I recall; and the labor, of course.

Q. The labor? That is, of laying these materials which you have mentioned?

A. Yes.

Q. In the matter of paving, Mr. Brackenridge, I understood that you estimated the cost of paving according to the statement furnished by Mr. Swan; is that correct?

A. Yes.

Q. And the statement furnished by Mr. Swan, have you that statement with you?

A. I have.

Commissioner Donges: That has an exhibit number; it would be well to refer to it.

Mr. Katzenbach: Exhibit 10.

Commissioner Donges: That is the original.

Mr. Record: It is part of 39-A and B.

Q. This statement is marked Exhibit O-10. Your figures then were entirely based upon Mr. Swan's statement, Exhibit O-10, is that correct?

A. So for as it applies, yes.

Q. What do you mean by, so far as it applies?

A. To the length and certain character of pavement is in, and the section of rail, and whether or not there is ballast, and the time when the track was laid; that I relied on from information I got from Mr. Swan and also from Mr. Johnson.

Q. What I want to know is ——

A. And the distance outside the road to be paved, that is, the distance outside the rails to be paved.

Q. My question can all be grouped in this; you based your estimate of paving on Exhibit O-10 and nothing else?

A. Yes, nothing else.

Q. And you followed the prices in your estimate that were given on Exhibit O-10 prepared by Mr. Swan?

A. Yes.

Q. Will you state what you estimated the pavement made of cobble or waterstones, as we call them here in Trenton, how much per square yard, or wasn't that estimated?

A. I see cobble down here, but there is no price opposite it.

Q. Then, of course, it was not estimated, was it?

A. No, it seems not, no.

Q. Cobblestone pavement, of course, costs, does it not?

A. The cost is about fourteen cents a running foot of track.

Q. That is your estimate, fourteen cents a running foot?

A. Yes.

Q. How much would that be per square yard?

A. It depends upon—a square yard, that is about fourteen cents, a square yard, about a yard to the running foot of single track.

Q. About a yard to the running foot?

A. Of single track.

Q. You say you can get the stones furnished and the pavement laid at fourteen cents per square yard?

A. If you get them—that is not considering any

price for the stone, you usually get those stones for nothing; it is just the cost of hauling; at least, that has been my experience, they are glad to get rid of them.

Q. Did you get any estimate upon the cost of cobble pavement in making up this item of paving?

A. I did not make any estimate on it. I paid from fourteen cents to possibly, as a maximum figure, twenty cents, if it is a difficult place to get them.

By Commissioner Donges:

Q. You mean for laying or for material?

A. Per square yard for the pavement in place.

By Mr. Katzenbach:

Q. This document, Exhibit O-10, does not include any pavement outside the City of Trenton, does it?

A. No.

Q. Then, if there was pavement laid in other municipalities it is not included in your estimate?

A. Oh, yes, I put pavement in wherever I found it. There is some on the Pennington line and some on the Princeton line ——

Q. Where did you include the cost of paving that you found outside the City of Trenton, in what item?

A. There is an item in Hopewell, I think.

Q. I mean in what item of your summary sheet?

A. It is under the head of paving.

Q. Mr. Brackenridge, you said that under paving you simply included paving shown on Mr. Swan's statement, Exhibit O-10.

A. I thought you had reference to the city.

Q. What I want to know is, what pavement outside of the city you made an estimate on as to the cost?

A. I will have my man find them in the notes. I know from memory pretty well where they are; one piece, just as we are getting to Princeton, another one at Lawrence, Lawrenceville, another piece

at Hopewell, another little piece at the town between here and Hopewell, I don't remember the name.

Q. Pennington?

A. Pennington; those three pieces of pavement I remember.

Q. Weren't there other pieces?

A. I have notes of all the other pieces. If you will allow my man to dig them out.

Q. I will certainly allow him to dig them out; will you request him to dig them out so I can get a detail statement from you as to what pavement outside of the city you estimated the cost upon?

Mr. Record: Do you want to do that now or do you want to make a memorandum?

Commissioner Donges: If Mr. Brackenridge is not to come back tomorrow it would be well to have him to get it out now.

Q. You did nothing, Mr. Brackenridge, to see whether there were any omissions as to the pavement in Mr. Swan's Exhibit O-10, did you?

A. No. I will correct that answer; I went over the entire system with Mr. Swan and noted the pavement, after he had prepared his list of the pavements on the various streets we went over the entire system, over every street.

Q. And checked up his ——

A. And checked it up.

Q. Then you found there was no street in Trenton that was paved between the tracks, between the rails of the tracks and on the outside thereof by the street railway company that is not included in Mr. Swan's statement, from your personal examination?

A. There were some streets there that we noted no paving on, where there was an occasional cobblestone; we did not call it paving, exactly.

Q. What I want to know is as to whether you made an estimate about anything not included in Exhibit O-10, in the city?

A. Nothing inside the city.

Q. Then, if there was pavement inside of the city laid by the street railway company and not on Exhibit O-10, it was not estimated?

A. Not estimated, no.

Q. Mr. Brackenridge, as I understand it, in your estimate of the cost of reproduction of the power plant, your estimate was based upon a plant that you thought would be sufficient to operate this system; is this correct?

A. A plant of the capacity you had in operation there ——

Q. That we had in operation at the time that you visited the power plant, is that it?

A. And apparently was sufficient to operate the system.

Q. What you estimated was upon a power plant of 2250 kilowatt capacity, was it not?

A. Yes.

Q. As a matter of fact, there were units at the power plant that, while not in operation, yet were capable of operation, that you did not estimate?

A. They were making repairs on some of those old engines in there, I think, when I was there the one looked as if it was being taken down.

Q. What I want to know is what you based your estimate of $265,500 at the power plant upon, how did you arrive at that?

A. I arrived at it by estimating the value of the modern machinery that was in there and that was in use, the only machinery I saw in use there, and which seemed to be all that was necessary to operate the road, and should be sufficient to operate the road under any normal condition.

Q. By normal condition—will you tell me what number of cars you found to be operated here during the daytime, outside of what we term rush hours, how many cars?

A. I don't know how many cars are operated, I should imagine about a hundred.

Q. Do you consider a plant of 2250 kilowatt capacity, having one machine of 1500 kilowatts and

another of 750, is sufficient to operate a system of one hundred cars?

A. It depends on the weight of the cars. I assume that your cars, big cars, weigh about 40,000 pounds and the small ones about twenty. The big cars would take about two kilowatts per car mile and the small ones about one. About one hundred watt hours per ton mile is what they should consume, I should think, and at that rate that ought to be sufficient power house capacity to operate the road. As a matter of fact, they were operating it without any undue overload the night I was in there. I was in there just at the rush hour.

By Commissioner Donges:

Q. What units were in operation?

A. These two units that I mentioned, 750 and 1500 kw.

By Mr. Katzenbach:

Q. You didn't take into consideration any other units in arriving at this estimate of $265,500?

A. I took them into consideration; first I considered them as scrap, then I figured them at the depreciated value, and then I abandoned them altogether as obsolete and better out than in the station.

Q. Then you did not estimate the cost of any other units except the 1500 and 750, is that right?

A. I estimated it, but I did not use it in this estimate.

Q. I am asking you whether you estimated it and included it in this item of $265,500?

A. Not in that item, no.

Q. Did you examine these other units at the power plant?

A. Not closely; I just looked at them in passing through the power station, that is all.

Q. You just merely passed by them, is that it?

A. That is it.

Q. Do you know what kilowatt capacity that power plant has with all its units in operation?

A. Just from Mr. Johnson's memorandum which he gave me.

Q. That is all you know about it?

A. Yes, and from my own examination. I did not pay particular attention to those old units. One of them was installed in 1892 and the other in 1893; that was enough to warrant my not looking into them very carefully.

Q. A machine installed in 1892 or 1893, if kept in good repair, would be of use and of value, would it not, in the operation of the power plant, at a time, for instance, when the other units had given out or were stopped for repairs?

A. It would not be good practice to keep machinery of that kind in the station.

Q. I am not asking what you think is good practice. I am asking you whether you think they could not be utilized for that purpose?

A. They could, I suppose, at a good deal of expense and trouble.

Q. Do you say these machines that you saw were out of commission and out of repair?

A. The ones I saw were out of commission when I saw them, yes.

Q. They were not being operated when you saw them, do you say they could not immediately be operated?

A. I don't think they could be immediately operated.

Q. Do you know, or not, whether they could be immediately operated?

A. I know that one of them could not have been immediately operated.

Q. What about the other two? Will you say they could not be immediately operated?

A. I would say that they could not be immediately operated. It is possible that direct connected one might be, but I am not sure about that.

Q. How long did you spend in the power plant altogether, how much time?

A. I spent, I should say, twenty minutes.

Q. And you got your material for this estimate in that twenty minutes?

A. Yes. I would like to say in that connection that $118 a kilowatt is a very liberal estimate of the cost of a power plant in that locality at the present time. It can probably be put up for very much less than that.

Q. Did you examine the substructure, that is, the subsoil where the power station is located?

A. I did not dig any holes or anything of that kind. I looked over it, saw it was on the edge of a stream.

Q. Doesn't it cost more to erect a power plant on the edge of a stream where the land is marshy than it would where the land was not marshy?

A. Yes. Power houses are more often built in that kind of land than they are on other land.

Q. What does that require for the foundation, both for your machinery and for your structure?

A. It should require piles driven about two feet centers, and anywhere from two to six feet of concrete put over the entire floor under the engine.

Q. That is expensive construction, is it not?

A. Very.

Q. Did you estimate in the power plant, the building at the power house?

A. Yes.

Q. Did you make a separate estimate of the building?

A. Not of that particular building, but a building sufficient to enclose that kilowatt capacity.

Q. Then you did not make an estimate of the building as it was built and as you saw it?

A. Not that building, no.

Q. Did you see a retaining wall built along the edge of the creek there?

A. Yes.

Q. Did you examine that?

A. Not particularly, no.

Q. Did you include that in the cost of your power plant?

A. The price I put would include that.

Q. I am asking that question, as to whether you did specifically include that retaining wall, the cost of it?

A. I included everything in that power plant, that is, that was necessary to operate the road. I made a liberal allowance for buildings.

Commissioner Donges: Just answer Mr. Katzenbach's question.

Mr. Record. Let him finish; he said a liberal allowance for something.

Commissioner Donges: I think he answered the question, Mr. Record.

Q. You did not, then, measure that wall, examine it and compute the cost of it?

A. No.

Q. Is this sufficient or theoretical power plant which you estimated the cost of, what boiler capacity did you give it?

A. 3600 horse power.

Q. Did you examine to see what horse power the boilers in that plant had?

A. I examined the boilers as I walked through, but I got my capacity from Mr. Johnson.

Q. What I want to know is what capacity you found in the power plant as it existed, in horse power?

A. In operation?

Q. No, that is, that was there in operation or could be operated?

A. I think all the boilers could be operated. They were putting tubes in one battery, I think.

Q. What was the boiler capacity of the power plant as you actually saw it?

A. I think at the time I was there there were two 400 horse power boilers out of service; I would not be positive about that. I think the two boilers in the extreme northern end of the building were out of

commission through repair, some minor repairs being made.

Q. They were merely having minor repairs made?

A. I think so.

Q. What is the full horse power capacity of the boilers?

A. That is 3600 horse power.

Q. I mean of the boilers that are there now.

A. They are the ones that are there now, that is, everything in the station. I took the full boiler capacity of the station.

Q. In order to operate these two units?

A. It was not necessary, but I allowed that.

Q. How many boilers were being operated when you were there making this inspection?

A. I think there were three 500 horse power boilers in operation when I was there.

Q. Mr. Brackenridge, your next item is car barn and contents, $155,900. Will you state how you arrived at that figure?

A. I took the cubical contents of the buildings, brick buildings, at eight cents a cubic foot.

Q. In order to make that, you had to determine what the cubic feet were, did you not? You had to know the dimensions of the building?

A. Yes.

Q. Just state what building you examined and what the dimensions were that you found; have you got that?

A. Yes, I got that from Mr. Johnson. I took the dimensions that he gave me for the area and the height I averaged twenty-two feet to get the cubical contents; I think that is the figure I used.

Q. State what the dimensions were that Mr. Johnson gave you.

A. This is the sheet that Mr. Johnson gave me, showing the dimensions.

Q. Are those in his figures?

A. These are his figures. There is one note on there made by me that Mr. Johnson gave me and I wrote it down.

Mr. Katzenbach: I will ask to have this marked as an exhibit.

Commissioner Donges: No objection, it will be so marked.

(Sheet containing dimensions of car barns, furnished Mr. Brackenridge by Mr. Johnson, received and marked Ex. T. & M.-50.)

Q. What are the statements upon that Exhibit 50, which are in your handwriting?

A. Entire layout, building, contents and land, $140,000, including land at $20,000. This sheet was given J. C. B. by Mr. Johnson. In Mr. Johnson's handwriting on the side is land, $20,000, and he has put different prices on these different buildings that he figured they were worth.

Q. Have you any computation as to the dimensions which you used other than this Exhibit 50?

A. No; I used the dimensions given me by Mr. Johnson.

Q. And what height did you use for the buildings?

A. Twenty-two feet, I think.

Q. Where did you get that?

A. I just assumed that; I thought that was about the height, by looking at it.

Q. Did you measure it?

A. No, I did not.

Q. You just assumed by looking at it that the height was twenty-two feet?

A. That is the average height; to get the cubical contents I assumed twenty-two feet, I thought that was about a fair average.

Q. So that element or that dimension you estimated with the eye?

A. With my eye, yes. Of course, I had trolley cars and things standing around there that I could make a pretty close estimate as to that height from.

Q. What valuation did you put on the contents of the car barns? State the items.

A. I put the track—I can give all those items very close from memory, I figured them all out; I can testify to that, subject to correction. I know pretty nearly what they all are.

Q. Give them to me in any way that you choose to give them to me.

A. I figured about a mile of track in the barn, in the barn and in the lot between the barns, I put that in at $5,000.

Q. Was that for new track or depreciated track?

A. It was for the depreciated track, I should say, but not in the sense that we use depreciation in this estimate. Generally they used old rail in car barns. If they are re-railing, they don't put new rail in car barns, so I assumed this had been old rail when it was put in the car barns, and in rebuilding a new barn on this system they would pick out some good old rails and put them in there.

Q. Then the cost is for the old rail and not for new rail?

A. Yes, but it is pretty nearly the price of new rail, that is, a dollar a foot for that rail laid in dirt, which is very nearly the cost of new, not so very much difference there.

Q. Then you did not add anything for the labor of putting it down in that estimate of five thousand dollars?

A. Yes, that includes the rail and labor.

Q. The ties and everything else that goes into it?

A. Everything that goes into it.

Q. But you took it as of old material in making your estimate?

A. Yes, used material.

Q. You don't know, as a matter of fact, whether it was or was not used material?

A. I know it was.

Q. How do you know?

A. By the looks of it.

Q. That is all that you base your knowledge on, from your observation?

A. That is all, yes.

By Commissioner Donges:

Q. You mean you are satisfied, from an inspection of it, that it was old material when it was put in?
A. Yes: I think it is very safe to say it was old material when it was put in.
Q. An inspection of it would not disclose that?
A. Unless it was put in as new material in the old horse car days back in 1863.

By Mr. Katzenbach:

Q. Did you see any rail that looked like rail laid in 1863?
A. No, I did not. It is the old rail, the kind of rail that is very often used in car barns.
Q. What is the next item of contents?
A. The overhead wire I put in at one thousand dollars.
Q. Did you base that upon new material or old material?
A. That is new material.
Q. Absolutely new?
A. Absolutely new, yes.
Q. What amount of wire did you think was in the car barns? Did you make an actual measurement of it or do it from observation?
A. Practically a mile of wire in the car barn and outside and in the lot adjacent to it, a little less than a mile.
Q. What kind of wire?
A. I don't remember whether that is 1 or 2-0 wire.
Q. Would your estimate show whether it was 1 or 2-0 wire, that is, your note?
A. I am not quite sure about that; I think probably it would.
Q. You have it so you could refer to it?
A. I have it.
Q. What other items did you figure in the contents?
A. I figured in the boiler plant they have there and the sand dryer.

Q. Describe what the boiler plant is.

A. That is a little building that is in back of the power house; the boiler is for heating, and so forth. Then there is a sand dryer in there for drying sand. I put that equipment in at six thousand dollars.

Q. What kind of a building was that included in in the first place? What was the material of which the building was made?

A. It is a little brick building, as I remember it, a sort of annex to the main building; I would not be positive about that.

Q. Did you estimate that sand plant and heating apparatus at its cost value, what you could duplicate it for new?

A. That figure was given me by Mr. Johnson and I looked it over and it seemed reasonable, so I put it in there.

Q. What figure, six thousand dollars?

A. Five thousand dollars he gave me for his boiler house, and I added one thousand dollars to it for the other things.

Q. I want to now distinguish as between the house and the apparatus; did you make any different estimate upon the building and apparatus, and if so, what value did you place on it?

A. The building that Mr. Johnson gave me the five thousand dollars on was in a different location. I don't know what that building was; I don't think it is there now, but I imagine what was a similar building put on the back of the building instead of on the side, where it originally was.

Q. You estimated how much then for the building?

A. I put six thousand dollars for the whole thing.

Q. Did you separate the two?

A. No, I did not separate them.

Q. You did not separate them?

A. I made this estimate very hastily and went over all the property, and if Mr. Johnson's figures looked reasonable and right after looking it over, I accepted them. If they did not, I took a little more time and estimated it myself.

Q. So you did not make a separate estimate of the cost of this sand plant and heating apparatus?

A. No.

Q. What else did you include in the contents of the car barns?

A. Seventy-five hundred dollars for tools and machinery.

Q. How did you arrive at that?

A. I just made a lump sum of it. I thought the machinery and tools they had in there were worth about $7500.

Q. Did you examine each tool or just make an observation of them, and then arrive at that figure?

A. I just sort of made a general observation of them, saw the tools they had in there.

Q. You did not attempt then, to place a cost price upon each of the tools?

A. No, I did not.

Q. Was there anything else that you estimated that you can recall in the car barns?

A. The paint and carpenter shops, I considered that a part of the whole layout there.

Q. What I want to know it whether this paint shop is included in car barns or whether you put a separate value upon that paint shop and its tools and appurtenances?

A. I think I put the same value on that per cubic foot that I did on the others.

Q. Irrespective of what its contents were?

A. Yes, there would not be anything in it very much.

Q. Did you estimate any other car barn than the car barn known as Lalor Street, and upon that diagram Exhibit 50?

A. Yes, there is a corrugated iron building in behind there, that is, forty-two by three hundred.

Q. Did you put a separate estimate upon that corrugated iron building?

A. Yes.

Q. What estimate did you put on that?

A. I have marked on here nine thousand dollars; I think that is probably the estimate I put on it.

Q. Nine thousand dollars?

A. Yes.

Q. Did you estimate that as built of new material or of old material?

A. It was built of old material that had been on some other part of the property and I am under the impression that Mr. Johnson told me it cost six thousand dollars.

Q. I want to know whether you estimated its value as built of old material or of new material?

A. Estimated as built of old material.

Q. Did you examine any other car barns except the car barns shown on that diagram at Lalor Street?

A. No.

Q. You did not then put in your estimate anything for the Princeton Avenue property, did you? Were you shown a car barn in Princeton Avenue?

A. In Princeton?

Q. No, here in Trenton.

A. No; I only remember one brick building. Is that an abandoned building?

Q. I think it is in use for a car barn now, yes; you did not take any estimate of that?

A. Yes, I did get that, if it is here over near Princeton, outside of Trenton.

Q. No, right in the city.

A. I did not get that.

Q. Nor did you get the one on North Clinton Avenue?

A. No.

Q. In the contents of the car barns, did you make any estimate of the materials on hand?

A. No, I did not; I did not see any materials on hand to speak of.

Q. Did you make any separate estimate for the oil house, that you recall?

A. I did not. It would be an insignificant item anyway.

Q. I am asking whether you did or did not.

A. I would say yes, in the general estimate on

that whole building there; it ought to cover everything in that property, on the property.

Q. Have you any separate item for the oil house?

A. No, I have not.

Q. Or any separate item for the addition to the paint shop where mixing is done?

A. No, just the cubical contents.

Q. Did you make any separate estimate for the brick building that was on the corner of Lalor and Second Street and not included in that diagram?

A. That is the carpenter shop, isn't it? That building is all included in that, that is, paint and carpenter shop and storehouse covers all this property that is on here.

Q. Did you make any measurements to ascertain how thick the walls of the car barn were?

A. I did not measure them, no; I should say they were about two feet.

Q. Mr. Brackenridge, was there a list of cars and other rolling stock given to you by Mr. Johnson or how did you arrive at the estimate of cars and other rolling stock?

A. It was given to me by Mr. Johnson and I got a good many of them myself in the shop and by inquiry around the system, and I got a list of the cars.

Q. Will you take that list which you have of the cars and give me the estimate that you placed upon each type of car, and the number of cars of that type?

A. This list that I have here now, which is my own examination of the cars, is not the list upon which I base that figure that is in the estimate.

Q. I want the list upon which you based the figure in the estimate.

A. That was Mr. Johnson's list.

Q. I want the items upon which you based the sum of $400,000 as the value of cars and other rolling stock. Do you understand? I want to make myself plain.

A. Yes. I am a little bit mixed; I have part of it, but I haven't it all. Fifty of those cars I put in at five thousand dollars each.

Q. State the type of car that you put in at five thousand dollars each.

A. They are the long double truck, some equipped with two and some equipped with four motors, of which you have fifty on the system. Nearly all of them, some of them, are equipped with air brake and some have no air brake; some have four motors and some have two motors; but I took the average of those cars, and I think Mr. Johnson agreed with that figure of five thousand dollars apiece. I may be in error about that, but it is a liberal estimate.

Q. What is the cost new of each of those cars?

A. They could be reproduced for five thousand dollars apiece new.

Q. Five thousand dollars apiece new?

A. Yes, easily.

Q. Where can you get a type of car of that kind for five thousand dollars new equipped with air brakes?

A. I think any of the car builders would be glad to build them for that.

Q. What car builders would be glad to build them for five thousand dollars apiece?

A. I think the J. G. Brill Company would build them. I bought the three-cent cars from the St. Louis Car Company, which are much larger and handsomer cars in every way, for about that price.

Q. When did you get those cars?

A. There were some of them bought in 1913, and some bought last year. The ones bought last year were less than four thousand dollars.

Q. What I want to know is the present value of the double truck car, equipped with four motors and air brakes, of the character in use on this street railway company, as of today, or as of the thirtieth of October?

A. That is the best type which you describe. They might possibly be worth fifty-three hundred dollars.

Q. Where can you buy a car of that kind today for $5300?

A. You could probably buy them of the Brill Com-

pany or the St. Louis Car Company, I am quite sure you could get them for less than that from the Southern Car Company. That is a big price for that type of car.

Q. $5300?

A. Yes.

Q. Do you know of any one concern, street car company, that has purchased in the last year a type of car of that kind for $5300?

A. I cannot say offhand in the last year. But that is very similar to the cars used on the B. R. T., that cost $4200, bought a couple of years ago.

Q. I am asking you whether at the present time you can purchase a car of that type for $5300?

A. I would be quite sure I could.

Q. Have you made any inquiry as to that respect since you have been valuing this property?

A. Not since I have been valuing this property, but I have that sort of business up continually.

Q. Have you, in connection with any system that you have been connected with in the past six months, bought a car of that type for $5300?

A. In the last how long?

Q. Six months.

A. Well, if it is not six months, it is very close to it. We got two on the three-cent line, I think, within six months at less than $5,000.

Q. Of the same tonnage and of the same character, and equipped with air brakes?

A. They are larger cars than these.

Q. I am asking about these equipped with air brakes?

A. Yes.

Q. How long were these cars for the Manhattan road?

A. They, I think, are forty-one or forty-two foot bodies; I am not quite sure about that, but I think that is it; they are very long cars.

Q. Were they new cars when you got them?

A. Yes.

Q. Upon this list that you made, what is the next type of car that you valued?

A. Those are the twenty, sixteen and eighteen foot bodies, single truck cars.

Q. That is, by the use of twenty you mean twenty foot in length?

A. Between the corner posts; they speak of them as a twenty foot car.

Q. How many twenty foot single truck cars did you estimate in this item?

A. I estimated all those cars at the same price, $1500, I think, from memory, apiece.

Q. Can you get a twenty-foot single truck car equipped with motors today for $1500?

A. Yes, I can get them for about $600, lots of them.

Q. I am speaking of a new car from a reputable builder like J. G. Brill Company, or the St. Louis Car Company, if you prefer.

A. Yes, I think we can get them for that. As a matter of fact, those cars are not used now. Every big railroad in the country has hundreds of them for sale and you can buy them for two to six or seven hundred dollars apiece, equipped like these out here.

Q. Those are second-hand cars?

A. Second-hand cars, but in perfectly good condition, just as the best of yours are.

Q. Then you estimated these cars as used cars?

A. I estimated those cars at a price a little more than I have paid for them at the time those cars were built. I used to buy those cars for the B. R. T., for twelve to fifteen hundred dollars apiece, equipped, at the time they were in fashion.

Q. What I want to know is, first, what is the cost today of a twenty-foot single truck car from J. G. Brill & Company fully equipped?

A. It ought to be about $1500, but I am quite sure if you prepared your specifications and sent them out for competitive bids, you would be able to get one for $1500.

Q. That you would not be able or would?

A. You would.

Q. That you could get one for $1500?

A. Yes. I would like to amplify that a little bit

if I may. Those cars are equipped with G-800 motors and 1000 motors and Westinghouse threes, and all sorts of obsolete types of motors, which cost when new anywhere from three to six hundred dollars apiece. They don't make a great many of those motors any more, and the only way that I could base an estimate was to make it slightly in excess of what I used to pay for those cars new when I got them, and I think that was the fair way to do it. I tried to be fair about it. I put about three hundred dollars a car.

By Commissioner Donges:

Q. You put $300 a car?

A. About that, yes. I got lots of those cars for $1200 apiece new, and I called these $1500 new.

Q. What does the G-800 motor cost new when it is built, just the motor?

A. It cost about, anywhere from two to two hundred and seventy-five dollars.

Q. Do you know the time when they cost from $800 to $1400 apiece?

A. At that time they charged all sorts of prices. I bought G-68, Westinghouse 68 motors for $275 apiece on one order, and in three or four orders that followed that they finally got up to $611 a motor, and I went to the expense and trouble of taking the motor all apart and weighing every part of it, and putting a value on the different classifications of material that went into the motor and reassembling it to see just what the shop cost of the motor was, and threatened to go into the manufacturer of motors myself for the company if they were going to charge us what we considered an exorbitant price, $611, and the result was we got that motor for something under $400 instead of $611. I found the shop cost was $275 a motor. That is a forty horse power motor and these motors are twenty-five and thirty I am speaking of.

Q. Those prices were due to the fact that electrical

equipment was new at that time and there was a great demand for it?

A. There were earlier stages than that, electric motors were being changed pretty nearly every year up to 1898, I should say.

Q. How many of these single truck cars did you estimate? What is the number of cars that you estimated at $1500 a car?

A. Fifty double truck closed cars.

Q. We passed that item. I want the single truck now, how many single truck?

A. I have the list I took in the field, if I may read it, I have the whole business down here.

Q. I want what you estimated on; did you estimate from that list?

A. I estimated from this list, yes.

Q. All right; give the whole number of single truck cars.

A. I have got fifty single truck cars at $500 each.

Q. At $500?

A. Yes.

Q. You were talking about $1500 awhile ago.

A. $25,000. I haven't got that new estimated on here. This is depreciated value, I think, on here; that added up to $270,000.

Q. What I want is the estimate that you made by which you and Mr. Rand came to the estimate of $400,000 for the rolling stock. We have first an item of fifty double truck cars which you put in at $5,000 apiece. That accounts for $250,000.

A. I have come to it now. One hundred cars at $1500.

Q. That is, 100 cars at $1500?

A. Yes.

Q. That makes $150,000, doesn't it?

A. $150,000.

Q. So you estimated 100 single truck cars, is that it, at $1500?

A. Yes.

By Commissioner Donges:

Q. That is, the cars and motors, is it?

A. That is cars equipped and ready for operation. That type of car, sixteen, eighteen and twenty-foot bodies.

By Mr. Katzenbach:

Q. What did you estimate—how many sweepers did you find the company had?

A. I have got five sweepers.

Q. How much did you estimate those to be?

A. I cannot make that out, but I think I estimated those at $1500 apiece.

Q. Is that the cost of the sweeper new?

A. Yes, the general average of sweepers. There are different kinds of sweepers.

Q. Each one of these five sweepers was fully equipped, was it not?

A. I think so; I am not sure about that. They frequently take the motors off of open cars and put them on sweepers, they take the old motors off.

By Commissioner Donges:

Q. How did you estimate?

A. I just lumped those five sweepers. I cannot find my notes on that. I am pretty near blind; I cannot see.

Mr. Record: Why can't the witness be allowed to find that sheet? He is trying to make answers from the sheet.

Commissioner Donges: He may.

Mr. Record: State what you want and let him in due time dig it out and give his answer.

Commissioner Donges: It would be very much more desirable to get the supporting data.

Mr. Record: Why can't he make a memorandum of this, just like the others you asked him to produce?

Commissioner Donges: If he can find his supporting data, perhaps it would be better for him to go on.

Mr. Record: We haven't been able to find it; the boy has been through the papers and Mr. Rand has been through the papers, and we have not been able to locate that particular list.

Witness: I cannot find that.

Commissioner Donges: Have you any other data?

Witness: I have it here somewhere, but this is just the sheet I made up to compare with Mr. Johnson.

Mr. Record: I suggest that stand as information that is to be produced tomorrow.

Commissioner Donges: If you are willing to pass that then, Mr. Katzenbach, and let him find his supporting data and produce it tomorrow.

Mr. Katzenbach: The witness is not coming tomorrow; that is the reason I thought we better take a little time.

Commissioner Donges: Perhaps he can arrange to be here tomorrow if we are going to take a lot of time, perhaps you won't finish with him today.

Mr. Katzenbach: I want to finish with him today. I haven't many more items.

Witness: I cannot find that figure, but I am willing to put a value on them of $1500 apiece.

Q. $5800, that is for each of the five sweepers?
A. $1500 apiece for the sweepers.
Q. $1500 apiece?

A. Yes.

Q. Do you know of any place where you can today get a sweeper such as you saw complete for $1500?

A. Yes, I think I can get one for $1500.

Q. A new sweeper?

A. Yes.

Q. Where?

A. From most any of the builders. The sweepers are usually built with the brooms, everything ready to receive the motors; they only have a few days of snow-storms in a year, and they don't leave the motors on the sweepers all the year 'round. I don't imagine Mr. Johnson does. They are taken off of other cars and put on there.

Q. I want to know ——

Mr. Record: Let him describe what he knows about sweepers and the value.

Mr. Katzenbach: Just wait; You had your turn; I want mine; I am not going to take advantage of the witness.

Q. I want to know, whether your examination of the sweepers disclosed the fact as to whether they were complete sweepers or sweepers without motors?

A. No, I don't know whether they were equipped or whether they were or not.

Q. If equipped fully with electric motors, what would a sweeper of that character cost today?

A. A sweeper of that character would cost probably $1500, plus—you have three motors on your sweeper or two. Three motors at about $200 apiece, six hundred dollars.

Q. That would make what?

A. $2100 altogether.

Q. Do you know any place where you can buy a sweeper today of the character of these sweepers for $2100 fully equipped with motors?

A. I think you can get them at any of the builders.

Q. Well, J. G. Brill & Company?

A. I think so.

Q. What other rolling stock did you estimate the cost of besides the double truck cars, single truck cars, and five sweepers?

A. We have the old passenger cars turned into work cars.

Q. How many of those?

A. I would put them in the class with the 100 at $1500 apiece.

Q. So you did not make any separate valuation of those?

A. No.

Q. What did you value the tower wagons at?

A. I think it was $500; I just accepted Mr. Johnson's figure for that.

Q. Did you see any wagon known as an emergency wagon, with equipment?

A. No. I took Mr. Johnson's word for that. I think I put that in as $500.

Q. What value did you put upon the brake equipment? Did you put any value upon the brake equipment? What value would you put on that?

A. That is considered in the car equipment. You mean the air brakes?

Q. Yes.

A. They are in the $5000 cars.

Q. Will you give me your estimate as to a price for air brake equipment?

A. I did not put it in the estimate, no. That price is sufficient to cover that.

Q. Did you see any snow plows there?

A. Yes, I saw snow plows.

Q. What did you estimate the snow plows at?

A. The snow plow would be worth about twelve or fifteen hundred dollars. I forget just what I did put those in at.

Q. Mr. Brackenridge, you have an item here of real estate, $110,025, is that real estate the private right of way?

A. Mr. Rand got that real estate from the assessor, and it is just the real estate that was in the

City of Trenton, I think, or in the County of Trenton.

Q. It would make some difference as to whether it was within the city or within the county?

A. It is whatever comes within the jurisdiction of this assesor here; I suppose it is the county. I am not prepared to testify to that; he got that information.

Q. Of course, it did not include the land at the power plant, did it, or at the car barns?

A. I understand it included all the land.

Q. All the land in the city?

A. All the land except that which is outside the jurisdiction of this particular assessor.

Q. Or within the jurisdiction of this particular assessor?

A. Within. There is a $15,000 allowance in my estimate for power house, which would be a duplication of land value in that estimate.

Q. But then, if that was the assessor only within the City of Trenton, you would not have allowed anything for the private right of way on the Princeton road or the Hopewell road or the Trenton, Hamilton & Ewing traction roads, would you?

A. I understood that you only occupied that Trenton, Hamilton & Ewing road, that you had an easement there, that it did not belong to the company.

Q. Where was an easement that did not belong to the company?

A. I understood Mr. Swan to say you did not own that right of way.

Q. Which right of way do you mean?

A. On the Hamilton Square line.

Q. Mr. Brackenridge, I notice that you have in here an item of fifteen per cent. for contingencies, including engineering, superintendence, omissions, administration, management, insurance, incidentals, and builders' risks. That was an allowance during construction, I suppose, was it, of that amount?

A. Yes, that represents a possible part of the cost of the road turned over, ready for operation.

Q. And that would be money that would be ex-

pended for something that might arise in an unforeseen way, and then that would include also, all engineering, would it?

A. Yes.

Q. And that money would be expended during the course of construction?

A. Yes.

Q. The superintendence would all be expended during the course of construction?

A. Yes.

Q. The administration and management, insurance, incidentals, and builders' risks—insurance would have to be paid, would it not?

A. Yes.

Q. Administration means overhead expense, I suppose?

A. During construction.

Q. And insurance would have to be paid during construction?

A. Yes.

Q. Those are items that would have to be paid out?

A. Yes.

Q. If once paid out, insurance money and engineers' fees and superintendence fees and the managers' fees, how could there be any depreciation on those items, if once paid out, how would, for instance, your superintendence or engineering depreciate?

A. I should say that that would be a total depreciation on the life of the property; it is wiped out entirely.

Q. What is wiped out entirely?

A. All those items that you mention.

Q. It would be money expended entirely in the construction of the plant, but why would it be lost as capital? What is your view of that, how would you lose it as capital?

A. I mean in figuring—we are figuring the depreciation—if you arrive at a time where the road had to be entirely reconstructed, that particular item would be wiped out.

Q. Exactly, what do you mean by being wiped out? I can't understand that.

A. It is figured in depreciation. It would always remain a part of the capital, in the capital account of the railroad as a part of the cost of the road.

Q. Is it something that you think should be reimbursed through the revenues of the road, or charged to capital, which?

A. It is charged to capital originally; it is in capital to start with.

Q. How would it finally disappear in the capital account; how would you get it out of the capital account after you once put it in?

A. You don't want it out; leave it in there; that is where it belongs.

Q. If you left it in there, how would those items depreciate in value?

A. They would only depreciate, as a necessity for a renewal of the same character of service came up, or the wearing out of that particular service, just as the wearing out of the rail or ties or any other elements that go to make up the structure that we figure depreciation on.

Q. You could not wear out insurance?

A. Certainly, if it expires in a given time, and the time may come when you have to do it over again.

Q. Where would you put insurance, in the capital account?

A. That kind of insurance, yes.

Q. Don't you distinguish between insurance during construction and insurance after operation is commenced?

A. Yes.

Q. Then the insurance which has been secured and paid for during construction goes into capital account, should there be anything ultimately taken out of capital account for that insurance?

A. No.

Q. Then it should remain in there as capital?

A. It remains in there as part of the cost of construction in exactly the same way that the cost of

the original rails and ties, legal expenses, and securing franchises, all those different items that go to make up the cost of construction.

Q. Do you think that legal expenses in the cost of the construction of the road depreciate with age? What is your view as to that? That is, in other words, put it this way: in ascertaining the cost of a street railway system, do you think that you ought to lessen the legal expenses incurred during the construction of the road by deducting a certain per cent. each year for those legal expenses?

A. I think so, I think that is just incidental to the construction work.

Q. And that ought to be gradually charged out?

A. The same as superintendence and all other charges that are charged up against construction.

Q. And that they all depreciate?

A. Yes, that is part of the cost of the work.

Q. And that, as part of the cost of the work, there is depreciation in connection with those items?

A. Yes, not exactly depreciation in the legal services, but in the legal services as forming a part of the cost of the work there is depreciation.

Q. You were asked yesterday to give the cost of the copper in the overhead structure, have you prepared that?

A. I had it all the time, but I could not find it.

Q. What is the value of that copper, give me the different items as we agreed upon yesterday, showing the total cost of the copper in the overhead structure?

A. In these figures that I put in that estimate I had $151,791.40 for the feeders, and the trolley wire was figured $3500 a mile, $2800 a mile, and $2100 a mile, different class of construction. The trolley wire taken out of that amounts to—I figured this all out—fifteen cents a pound.

Q. When has copper been fifteen cents a pound, do you know?

Mr. Record: What do you want? To get some-

thing down here on the record, first, as to what he figured?

Commissioner Donges: He said that is what he estimated, fifteen cents a pound.

Q. When has copper been fifteen cents a pound?
A. That is about the normal price of it.
Q. When could you have bought it for fifteen cents a pound?
A. I don't remember exactly.
Q. Is there any time during the time that you have been at work on this case that you could have bought copper for fifteen cents a pound?
A. No. I found when I started this estimate it was eighteen cents a pound. I also discovered, on taking this up with Mr. Roebling, that I figured on 500,000 circular mill wire that was 500 pounds to the mile heavier than you really have it, so when I correct my figures to conform to the weights of the wire, you have at the market price today, which is nineteen and a half cents, and which is an abnormal price for copper wire, I am only $4700 over the figures I had in my estimate, which was $151,791.40 for feeder, and seventy-two miles of 2-O trolley at fifteen cents, was $22,993.20.
Q. Repeat that please.
A. Trolley, $22,993.20. I find that cable, the 500,000, as used here, weighs 10,000 pounds to the mile instead of 10,500, and the correct figures on those three items should be sixty-six miles of 500,000 circular mill at 10,000 pounds to the mile, fifteen cents a pound, $99,000; and thirty-five and a half miles of 4-0 at 4,050 pounds to the mile at fifteen cents, would be $21,566.25; and the trolley at $22,993.20 makes a total of $143,559.45. That is the basis that the estimate should have been computed on. What I wanted to make clear about that is this; that estimate as it stands, is $4945 lower than the market price would be today.

By Commissioner Donges:

Q. For the same kind of wire?

A. For the same kind of wire, with the trolley wire at twenty cents a pound, and the feeder wire at nineteen and a half cents a pound. I just say that to show my estimate in the first place was ample and liberal.

By Mr. Katzenbach:

Q. You say that the difference between twenty and nineteen and a half cents a pound for copper and fifteen cents only makes a difference of how much?

A. Also the weight of the wire, there is a difference of 500 pounds in the 500,000 circular mill to the mile; the wire you have up only weighs 10,000 pounds to the mile, and I estimated on 10,500 pounds to the mile at fifteen cents. The 10,000 pounds to the mile at nineteen and a half cents makes that difference, brings it down again.

Q. A difference of how much?

A. Makes a difference of $4945 in the whole; $187,393.73 if you take it on the nineteen-cent basis, and if you take it on the fifteen-cent basis, it is $143,559.45.

Q. Have you in your estimate included 1,050 of lead covered 1,000,000 circular mill cable?

A. That was all given to me; I have all that lead cable in here.

Q. Here is the lead cable used under the canal, what did you figure that at?

A. I have got three hundred feet of 1,000 circular mill submarine cable I put in at one dollar a foot, 1,050 feet of 1,000,000 circular mill lead cable at one dollar; 1300 feet of 500,000 circular mill lead covered cable at one dollar. I put it all in at one dollar a foot.

Q. No matter whether it was 500 circular mills or 1,000,000 circular mills?

A. It is so little, it did not make much difference; it is $2600 altogether, $2650.

Q. You did not distinguish the million circular mill cable, the cost of it?

A. There is only three hundred feet of the million.

Q. You did not distinguish between the lead and steel covered cable of one million circular mills or the lead covered cable of 1,000,000 circular mills or lead covered cable of 500,000 circular mills, but classified it all at one dollar a foot?

A. Yes, that is too high.

Q. Will you state where you can buy it today or within the past month for that price?

A. I think you can probably buy it from Mr. Roebling in Trenton, that is a big price for it.

Q. You say you think you could buy it there?

A. I think so.

By Commissioner Donges:

Q. Has there been any advance in price recently?

A. Yes, copper has jumped to—it has jumped up within the last two hours, when I made my inquiry last night, I said, "How long has that been the price?" And they said two hours; it is going up all the time.

Q. What was the price one year ago?

A. I did not get that information, but for my own protection in the preparation of this estimate I asked what it was on the 9th of November, and they told me it was eighteen cents, which would bring it below my figure here on account of the less weight of the cable.

By Mr. Katzenbach:

Q. In estimating the copper in the overhead structure, did you make any allowance for feeder taps and other copper wire?

A. For what?

Q. For feeder taps?

A. Side feeders to the trolley from the feeder?

Q. Yes.

A. That is all covered in the $3500, $2800 and $2100 a mile.

Q. That is the way you figured that in?

A. Yes.

Q. In making those estimates per mile, did you include that as a separate item or did you just estimate that from instinct?

A. That is in the $3500 a mile.

Q. When you made up the $3500 a mile, did you include that as a separate item?

A. Yes, it is in the $3500 as an item, the same as anything else that goes to make up the structure of overhead wire.

Q. In calculating that $3500 a mile, did you put that down and estimate anything on it, or did you just do it by observation or instinct?

A. I took the $3500 a mile would be the number of parts that go to make up the overhead structure, probably a dozen different cases, and added about nearly three hundred dollars to it for good measure, and made it $3500 instead of $3200.

Q. Mr. Brackenridge, did you make an estimate of the cost and amount of materials entering into your track construction inside and outside of the city?

A. Yes.

Q. Will you produce that?

A. I would like to correct my testimony a little on that overhead line. I figured all those poles in the city—you asked me for my list of cement; I haven't got any list; I haven't used any cement except in poles, and I figured all these iron poles in the city set in cement concrete.

Q. You figured each pole?

A. Yes.

Q. What cost did you give to each separate pole set in cement, that is, the cost of the pole and the setting of it, both as to labor and material?

A. The poles vary in cost, there are eight different types of poles at various costs. The cement and broken stone and sand used in mixing that concrete

cost $100.80 a mile; that is what we figure it, and in that there are 872 barrels of cement figured in. There is no way of my telling whether those poles are set in cement or not, but I assumed they were, that was the best class of construction and I assumed they were when I made my estimate, and now Mr. Swan tells me there are very few that are set in concrete, so that would make quite an item of difference. I was trying to be liberal in my estimate, and it is liberal.

Q. Just give your cost per pole set in cement, and then make it without cement.

Mr. Record: Didn't he read into the record yesterday an elaborate statement about the cost of the different types of poles, dimensions, cost and everything?

Commissioner Donges: He is asked now, what appears to be proper cross-examination, how much he estimated for setting poles in cement and without cement.

A. It is $3.55 a pole, that includes cement and broken stone, paint, labor of setting, trucking, painting one coat, and to that you add the cost of the pole, whichever type of pole you use.

Q. What type of pole—what are the present costs of an iron or steel pole?

Mr. Record: I don't object to this, except that my recollection is, that is all in the record.

Commissioner Donges: I think the witness did state what he estimated to be his cost of these poles.

Mr. Katzenbach: Of the steel pole, did he?

Commissioner Donges: I think he did.

Mr. Katzenbach: I think it was per pound; I want it per pole.

Commissioner Donges: It may be; I don't know. He took poles of various diameters. It may or may not be the answer to your question.

A. What type of pole would you like a price on? I had eight of them.

Q. Pick out any one that suits you, steel pole.

Commissioner Donges: Did you testify to all of those yesterday?

Witness: I did, but I did not give the price per pole. I gave the weight of the pole and the price per pound.

Mr. Katzenbach: I wanted the price per pole; I think that is a good deal better guide for us.

Commissioner Donges: You are entitled to have it that way.

A. That would be for a number one heavy pole, twenty-seven feet long, weighing five hundred pounds, 2.6 cents a pound, thirteen dollars plus $3.55, $16.55.

Q. You were to give the cost and amount of material in the track both inside and outside of the city; have you prepared that list?

A. I could not get them all; I have some of them.

Q. Will you just simply mail that statement to the Commissioners, as long as you are not coming back tomorrow?

A. Yes, I can do that.

Q. You can get it out and mail it?

A. Yes.

Q. So we could have it here on Thursday morning?

A. Yes, I think I can get it.

Q. Mr. Brackenridge, can you give the amount of your estimate for tracks outside of the city and tracks inside of the city, exclusive of special work and bridges and culverts? If you cannot do that

now, will you just make note of it, and send your estimate along with the other, so we can let you off?

A. Yes.

Mr. Katzenbach: That will conclude the examination.

Commissioner Donges: Of Mr. Brackenridge?

Mr. Katzenbach: Of Mr. Brackenridge. I understand he has some engagements that he cannot be here, and that is all right; I have finished with him, subject to his sending these statements.

Commissioner Donges: Would you then perhaps want to cross-examine him on those statements?

Mr. Katzenbach: No, I think not.

Commissioner Donges: Let us understand exactly what the situation is with respect to Mr. Brackenridge's testimony and whether Mr. Katzenbach is likely to want to examine him further. You say all you want is the statements?

Mr. Katzenbach: If I can get the statements, I think that is all I require, if the statements are complete.

Commissioner Donges: You understand what is wanted, Mr. Brackenridge?

Witness: Yes. I have all that material, but not in that form. I have taken the total number of beams of one size and the total number of everything on the line.

Mr. Katzenbach: Mr. Brackenridge, so we make no mistake, the statement I want you to furnish me is the valuation placed by you on tracks outside of the city exclusive of the special work, and the

value of bridges and culverts, and the same as to the tracks inside of the city.

Witness: Yes, sir.

Commissioner Donges: Is that all you ask the witness to produce?

Mr. Katzenbach: No; he has items of the other things. This is the last thing I ask.

Commissioner Donges: You have a memorandum of everything you are to produce?

Witness: I have a memorandum I got yesterday.

Mr. Katzenbach: You have supplemented it by some questions today, have you not, that is, these things we have asked you for?

Commissioner Donges: Several today, as I recall it.

Mr. Katzenbach: Yes; you have made notes of this, or somebody has for you.

Mr. Brackenridge's assistant: Prepare statement showing detail of bridges and culverts, estimated weight, measurements, prices, cost of track outside of bridges and culverts outside of the city.

Mr. Katzenbach: And in the city.

Mr. Brackenridge's assistant: Cost of bridges and culverts outside of the city.

Mr. Katzenbach: Then I want the cost of track outside of the city exclusive of special work and bridges and culverts.

Mr. Brackenridge's assistant: I have that.

Mr. Katzenbach: And tracks in the city, exclu-

sive of special work, so as to make these items, tracks outside of the city and tracks in the city, include as they specify here, simply cost of tracks, and then yesterday he was asked for the cost of all material that entered into the tracks outside of the city and inside of the city, the amount and prices that he estimated. I think now I have them all.

Re-direct examination.

By Mr. Record:

Q. You seemed to be in doubt about a question of the value of the cobble, as to whether it was fourteen cents or twenty cents, at the end of your testimony. I show you a sheet and ask you what it is, and if you can refresh your recollection of it; what is that sheet?

A. Cobble pavement.

Q. What is that sheet? Do you recognize it?

A. Yes; it is one of my sheets that I used in estimating this work.

Q. Refreshing your recollection from that sheet, what do you say as to the cost of cobble that you estimated?

A. At twenty cents a yard.

Q. Where is the memorandum which you entitled "Special Work," your original notes?

A. It is in the record.

Q. What is this memorandum that is entitled in blue pencil, "Special Work in the city," what is it?

A. That is a list of all the different pieces of special work.

Q. How was it made up and by whom?

A. It was made up by me.

Q. This is your original memorandum upon which you made up your calculations of special work?

A. Yes, sir.

Mr. Record: I want that offered in evidence. That shows such care that I am very anxious to have

the Board inspect that to show the care with which that work was done.

Commissioner Donges: Very well, it will be admitted.

Mr. Katzenbach: We have no objections.

(Statement entitled, "Special work in the city," received and marked Ex. O-40.)

Q. When you went through the power house, did you have any information before you finally made up your estimates, besides what you saw in the time you were there?

A. I got information about the power house from Mr. Johnson. What information I got, I don't remember whether I got it before I went to the power house or after I left the power house.

Q. In addition to what you saw there you got information with reference to what was there from Mr. Johnson?

A. Mr. Johnson.

Q. Your estimate was not made up solely on what you saw there?

A. No, I made my estimate on the capacity of the station as given me by Mr. Johnson.

Q. In your judgment was that machinery that was not in use machinery that can economically be operated for any purpose?

A. No, it cannot be economically operated.

Q. You said with reference to the snow plows you could not remember at the moment how you made your figures or how many there were; can you put that in your list and send it?

A. Yes, I think that snow plow was omitted from my list; I am not sure.

Q. Will you make a memorandum and send that?

A. Yes.

Q. What was the condition of the sweepers, were they new or were they old?

A. They were in about the same condition as the single truck cars.

By Commissioner Donges:

Q. Answer the question.
A. They were old.

By Mr. Record:

Q. You gave the same number of life years to it, that average, as you did to the cars in arriving at your value?
A. That would fairly apply, yes.
Q. I show you blue print and ask you what it is; what is it a copy of?
A. That is a section of a nine-inch ninety-pound rail, which I have taken the way I found in the street, and I have calibrated it to determine the wear, and the wear line is shown in lines on the head of this rail, and a number of years it has been in service and the point in the track where the rail is located.
Q. That represents an inspection in various parts of the city?
A. Yes, sir.
Q. And you used that in making up your estimate?
A. In making up my estimate, in the determination of the life of the rail.
Q. Is this blue print a copy of some original memorandum or drawing or some information that you have?
A. This is a true section of the rail taken from the steel company's catalogue, a tracing.
Q. I am asking about the blue print as distinguished from what the blue print was taken from; I don't seem to have the original memorandum, but I have the blue print. What is the original?

Commissioner Donges: Original sketch.

A. It is in my office.

Q. That is a correct copy of the original sketch?
A. That is a correct copy.
Q. That you made up?
A. Yes.

Mr. Record: I would like to have that offered in evidence.

(Blue print showing section of rail and the wear line, received and marked Ex. O-41.)

Mr. Record: Do I understand that list of culverts is in your list, Mayor? You asked him something about some culverts and he did not seem to be able to answer at the moment and I made a memorandum on my list. That is covered now?

Mr. Katzenbach: He is going to submit that statement.

Mr. Record: I think that is all.

Adjourned until Wednesday, November 17, 1915. at the State House, Trenton, N. J., at 11.00 o'clock A. M.

ELEVENTH HEARING.

Trenton, N. J., Wednesday, November 17, 1915.

Before COMMISSIONER R. W. E. DONGES, ESQ., F. H. SOMMER, ESQ., and P. BETTS, ESQ.

For petitioner, Trenton & Mercer County Traction Corporation, appear F. S. KATZENBACH, ESQ., and E. M. HUNT, ESQ.

For objectors, City of Trenton, appears G. L. RECORD, ESQ.

Commissioner Donges: You may proceed, gentlemen. Mr. Rand, I suppose, is the witness you desire to cross-examine?

Mr. Katzenbach: Yes.

Mr. Record: Mayor, I would like to call the attention of the Board to the fact that in this superstructure——

Mr. Katzenbach: The attention of the Board was was called to that yesterday.

Commissioner Donges: The Exhibits, Trenton & Mercer County Traction Company, 46 and 49, show the bridges and——

Mr. Record: Superstructure for the wagon bridge——

Mr. Katzenbach: That was stated by Mr. Brackenridge yesterday.

Mr. Record: The point was, in glancing hurriedly at it you might think this superstructure was their bridge.

Commissioner Donges: The bridge over which the trolley operates consists of the girders and ties and rails.

Mr. Record: And superstructure alongside of it.

E. C. RAND resumes the stand for cross-examination.

Cross-examination.

By Mr. Katzenbach:

Q. Mr. Rand, you stated in your direct examination that money for an extension of a street railway property could be secured for six per cent. at the present time, as I recall it?

A. That was my opinion.

Q. What kind of a street railway could obtain money at six per cent.? Are there any qualifications to that answer?

A. A street railway in a live city, that was in good condition, and conservatively managed, showing it was being operated within a reasonable measure of the gross earnings.

Q. Then in your opinion you assumed the city is a live city?

A. Yes.

Q. In that assumption exactly what do you mean by a live city; a city where the population pays a certain amount per capita for riding on street railways? Would there be, in your opinion, any difference in cities?

A. I don't think I would put it that way. I used the term a live city, I use that as what we all understand the meaning of a live city; a city meeting its obligations; its population is industrious, and that the business is reasonably good, the business of the general city—the general business of the city.

Q. Then you wouldn't take into account the lay-

out of the street railway system, or such fact as that a large part of those obtaining employment live within the vicinity of the plants or shops in which they were employed?

A. Just repeat that question.

(Question read.)

A. I think all of those things would have to be taken into account, for the reason that where shops are located year after year there is a tendency on the part of employees to get as near to their daily occupations as possible. If those industries are located away from the center of the city the bread winner or bread winners might not, of course—might not ride to their daily occupation, but the fact they are there, they have to patronize it, the center of the city, for their supplies.

Q. In the city that you had in mind, about what amount per capita would be expended upon street railway fare per year?

A. I don't think I analyzed it that way. I only judge it from the question of the sale of securities, that is my experience in the sales of securities of trolley companies, trolley companies that have securities out.

Q. Now, Mr. Rand, in the case which you had in mind in your testimony about a street railway who would obtain money for extensions and additions at six per cent., did you have in mind a city having a street railway company where the gross receipts had been sufficient to keep the property in a condition where there was sufficient in the treasury to set aside each year a sum that would pay for every piece of property as its life expired?

A. I don't think, in passing on a loan or investment, I would stop at the point you suggest there; that is, whether the gross earnings were sufficient. I would go into the question as to whether the administration of the company had handled those gross earnings in a way that would maintain the

property and conserve the capital which is invested; that would be the usual method followed.

Q. Conserve the capital that had been invested, they would have to have a sufficient sum actually set aside in any case?

A. That is true.

Q. Or its equivalent each year to meet what you have termed depreciation, wouldn't it?

A. That is true. But coupled with that must be ordinary economic administration of your operating expenditures. In other words, you might find a company that had gross earnings that would appear ample and yet they would not have a depreciation fund set aside and the operating expenses of operating expenditures would not maintain the property. In that case I would be inclined to say there was improvident handling of the gross earnings, the sum for operating expenses.

Q. Might not the result be due to insufficient rate of fare just as much as to improvident operation?

A. I will have to say it might be an insufficient fare.

By Commissioner Donges:

Q. Just a moment—You mean insufficient rate of fare, even though——

A. I mean on analysis it might show insufficient fare.

Q. Even though the gross earnings——

A. Appeared to be; that is, the requirements for operation and maintenance were such that the gross earnings were not commensurate with the amount of money.

Q. Even though the gross earnings, prima facie, appeared sufficient?

A. Yes.

By Mr. Katzenbach:

Q. Now, when you were advising Mr. Sage as to his investments, did you advise him with reference to any investment in street railway enterprises?

A. I think there were a great many of them.

Q. Was Mr. Sage always satisfied with six per cent. for the money that he invested in these street railway enterprises?

A. I think I can better answer that by giving a concrete illustration.

Q. You can answer it generally.

A. He was generally satisfied with the suggestion that I gave him.

Q. I am not saying he was not.

A. We never attempted to get over six per cent.

Commissioner Donges: The direct question was whether he was satisfied with a six per cent. return on the money invested.

Witness: Yes, sir.

Q. And his fortune was made by getting a six per cent. return on his capital in each instance, as far as you know?

Mr. Record: Is that a fair question?

Commissioner Donges: We will permit it.

A. As I happen to know where a great deal of his fortune came from, I think the greater part came from his economical administration of his own affairs. I have known him to buy two suits of clothes for $6.25 apiece.

Q. Did you ever observe that Mr. Sage wore any less suits per year than any other man?

A. No, more than others; they were so cheap he always got a supply.

Q. His fortune then was built up by wearing clothes at six dollars or nine dollars rather than sixty-five dollar or seventy-five dollar suits?

A. No. It was built up on the theory he must make every dollar help to earn money, and he was satisfied with six per cent.

Q. And you never knew, in your experience of

seventeen years with Mr. Sage, of his ever having asked or received more than six per cent. on any investment that he made?

A. I have known him to ask as high as 185 per cent. Whenever Mr.——

Q. He usually got it?

A. That was on call loans, and if Mr.— As I said first, he had from twenty-five million to thirty million dollars out on call loans constantly, and as the market went up he took advantage of the market. But that was not figuring on investment. At the same time you could go there and borrow money from him at four and four and a half per cent., those occasions only lasted a day.

Q. That is, when you could borrow at four and a half per cent.?

A. Yes.

Mr. Record: No, you have got that wrong. That isn't what he said.

Witness: Mr. Sage——

Mr. Record: Let us get it straight.

Commissioner Donges: The last question was whether borrowing at four and a half per cent. lasted one day or longer, or whether 185 per cent. was merely a matter of a day or a day or two. Your answer would appear to be that four and a half per cent. loans were a matter of days transactions only.

Witness: If you will allow me to get that straight. Call loans are always subject to the market rate of interest. The rates change daily, and in order to take advantage of the daily rate you must notify your borower before a quarter after one that your rate is changed from the day before. For instance, if it was ten per cent. the day before and it has gone up this morning to twelve per cent., we notify him before a quarter after one the rate is twelve, fifteen or twenty-five per cent. He can either pay off his

loan or accept the rate. Now, at this same time Mr. Sage would probably be loaning money for three months, six months or a year or two years at four and a half or five per cent., depending on the contingencies surrounding the loan, but that had nothing to do with call rates.

Q. That always depended on the collateral?

A. A great deal; and also the personal of the person borrowing.

Q. Of the person borrowing?

A. Of the person borrowing.

Q. Mr. Sage was like Mr. Morgan, it depended a great deal on the personal of the borrower?

A. It was almost everything.

By Commissioner Donges:

Q. In other words, a normal risk——

A. For instance, just an illustration: One loan was on a railroad out west that was offered by a gentleman, and Mr. Sage's remark was, "I won't entertain that, because he is a lawyer and I will have to get another lawyer to watch him."

By Mr. Katzenbach:

Q. You have known of instances where Mr. Sage has loaned on collateral stocks and bonds of a railroad where he eventually owned the railroad, have you not?

A. A good many cases.

Q. What I want to bring out, Mr. Rand, is, if you are going to get six per cent. only for your money, you would want to be certain that the chance that you take is properly protected, would you not?

A. I will go a step farther, I think it is due to you, that another element that was always considered by Mr. Sage and myself would be the ability of the people to pay six per cent. In other words, he wouldn't ask a higher rate of interest, although it might enter into the contract, if he knew the parties

couldn't pay it, that ultimately they wouldn't be able to carry on the business and pay it.

Q. If they showed a disability to pay, rather than a disinclination, why, you could get money as low as one per cent. from him?

A. I didn't quite understand your question.

Commissioner Donges: Read the question.

(Question read.)

Q. Say inability.

A. No, there wouldn't be any transaction with him at all.

Q. Of course, there must be a security or a permanency, a freedom from anything that would tend to make a loan or security less valuable, if six per cent. only was to be paid in interest, is that right?

Witness: Let me get that right.

(Question read.)

A. Six per cent., or any less sum.

Q. You have been studying street railways for at least twenty-five years, as I understood on your direct examination?

A. Yes.

Q. Do you consider a street railway investment as good an investment today as they were twenty years ago?

A. Intrinsically I would say better. I can give you the reason.

Q. We will come to that in a few minutes. You say intrinsically better?

A. Yes.

Q. What has been for the past twenty-five years the prevailing rate of fare in municipalities in the United States?

A. Five cents.

Q. That has been so for as far back as you can remember?

A. Ever since I have had any connection with them, except in isolated cases where there might have been different rates. I should add there that five cents is not the only rate that applied.

Q. I asked you for the prevailing rate of fare in American cities.

A. Five cents.

Q. Five cents. Now, then, from your study and observation during the past ten years has the operating expenses of companies economically administered been on the increase or decrease?

A. I think my observation is, it has tended to be less per passenger.

Q. That the operating expenses of street railway systems are less today than they were ten years ago?

A. Because we understand better how to apply the rules of economics, several steps. The skill has advanced so you can perform the service at really a less expense.

Q. Your opinion is that the operating expenses then have decreased rather than increased?

A. They should decrease per capita, not as a whole, but per capita.

Q. What has been the tendency with reference to extending the length of the ride given for five cents by the extension of municipal limits?

A. I think it has been—there has been a tendency to increase.

Q. The length of the ride?

A. I think it has.

Q. Well, that would necessarily increase the operating expenses per passenger, would it not?

A. Yes; but that is governed——

Q. Per passenger?

A. It would. Before you undertake an extension, to make that increase, the prospective earnings are taken into consideration and while you give the passenger a longer haul, that is, owing to the development and spreading out of the city, at the same time your number of passengers have thereby increased; thereby in that geometrical ratio reducing the cost per passenger. While you might make

an extension—your extensions are always based on prospective earnings. If there is no development in a certain district, it wouldn't be a wise policy to extend your line.

Q. Suppose you were operating within a city and the franchise under which you operated stated that the rate of fare should be five cents within the limits of the city, and the city limits were extended, you have to take those passengers that were brought within the city limits, or those that desired to go out to that section, and thereby decrease your fare, would you not; and hasn't there been a marked tendency in municipalities toward that end, that is to say, where the ride has been made longer for the same rate of fare?

A. Your question is rather long.

Commissioner Donges: Read the question.

(Question read.)

A. Answering the first part of that question: If your franchise limits the maximum of your charge to five cents within the city limits and the city limits are extended, it is true you couldn't charge any more than five cents.

Q. Now, then, do you consider that the increased use of transfers by extensions of lines and additions to the street railway system, has reduced the cost per passenger?

A. Well, I have had so many plans of that character that I am frank to say I wouldn't like to give an opinion on it; because the transfer question is still open to some definite way of determining a basis on which to work it out.

Q. What percentage——

Commissioner Donges: Well, but Mr. Katzenbach's question is, do you think it tends to increase the cost of transporting a passenger?

Mr. Record: What tends to?

Commissioner Donges: The use of transfers. Read Mr. Katzenbach's question.

(Question read.)

Commissioner Donges: You are not able to answer that?

Witness: I am not prepared on that; I want to think it over more carefully.

Q. Has the cost of labor, in your opinion, increased?

A. It has.

Q. And in the last ten years what, relatively, have the wages of platform men increased?

A. I should say from—taking it over the country, from ten to fifty per cent.

Q. Ranging from ten to fifty per cent.?

A. Ten to fifty per cent. Let me add there, always in applying an increased rate in administration of a company you take into consideration the economy in other respects. While a man is on the platform, while your motormen and conductors were running a car, before the increase began, of say a single truck car probably twenty feet, today those same men are serving a car with twice the capacity, and those things, of course, are taken into consideration, and I think, as a rule, the result of increased wages has been increased service which they have been giving; and in my way of thinking, to which they are entitled.

Q. Don't misunderstand me; I am not saying about their being entitled to increased wages. I just want to know whether the wages have been increased——

A. Yes.

Q. And whether that has increased operating expenses?

A. It has.

Q. That is equally true with all linemen and track-

men and power plant employees and car barn employees?

A. And some supplies too.

Q. And that is also true as to the cost of all materials that enter into construction?

A. Practically.

Q. And into repairs?

A. Because there has not only been an increase for motormen and conductors, but increased wages of miners getting the coal out.

Q. And increased coal, fuel, has there not?

A. Coupled along with that is increased efficiency of your boiler and supplies and product which you produce.

Q. In your opinion, does it offset the other?

A. I think, with a given amount of patronage, it would. I think it covers it pretty well.

Q. With a given amount of what?

A. Given amount of patronage.

Q. That depends on the patronage, does it not?

A. To equalize it.

Q. In other words, there has to be an increase in the gross receipts in order to equalize it?

A. There generally is an increase.

Q. I am not speaking of that. I meant to say the only source, where your rate of fare has not advanced, must be increased patronage to meet these expenses?

A. If there was not an increase you would have to go out of business.

By Commissioner Donges:

Q. Let me ask you, Mr. Rand, whether, in view of your statement the operating expenses per passenger have not increased, whether the capital expenditures per passenger have shown a tendency to increase or not?

A. I think the tendency of the capital investment has been to decrease.

Q. To decrease?

A. Yes. One illustration mentioned in this case I

happened to know about particularly. Mr. Ford, I think—someone referred to the capital expenses of the elevated. The capital expenditures of the elevated railroad in New York amounted originally on the books, taking the books all the way through, to $100,000.000, but as a matter of fact the capital expenditure today is only $92,000.000, as appears from these same books, showing, in the change of motive power, and certain portions written off, it has had the tendency to go down. So I would say, without increasing your territory, suppose you are serving the same territory today——

Q. Well, I know, but——

A. I think that I have answered that question.

Q. If you had the same conditions as ten years ago, the capital expenditure per passenger would be less for a ride of equal length?

A. Yes; and the capital expenditure, as a whole, should show a tendency to decrease.

Q. Per passenger?

A. Per passenger.

Q. Do you show that in fact when, as in this case, it is shown there are extensions to the territory served for the single fare, together with the privilege of transfer at a given point, whether the capital expenditure per passenger has shown a tendency to decrease or increase?

A. The capital expenditure would increase, but the amount put into expenses——

Q. And the average ride per passenger——

A. Show a tendency to decrease, because your main capital expenditure would show a tendency to decrease.

Q. My question was whether the average ride per passenger would show a tendency to lengthen or shorten?

A. I think it would.

Q. Do what?

A. That the capital expenditure as a whole would tend to decrease.

Q. I was asking now about the length of ride per passenger.

A. The length of ride has increased.

By Mr. Katzenbach:

Q. Now, Mr. Rand, within your experience in a city of 100,000 population there has been a tendency on the part of the public for improved service within the last five years as compared with the service rendered twenty years ago?

A. Very much so.

Q. That demand for improved service takes the form of a demand for more improved cars, doesn't it?

A. It does.

Q. There is a demand for double truck cars in place of single truck cars on the part of the public?

A. That is right.

Q. And it costs more to purchase a double truck car with modern air brake equipment than it does one of the single truck cars, of course?

A. It does.

Q. It also costs more to operate the car, doesn't it?

A. It does. You have to heat them nowadays; you didn't have to heat them.

Q. You can remember when you went into a car with the bottom filled with straw to keep your feet warm?

A. Yes.

Q. Your memory goes back that far?

A. Yes.

Q. Now, they have to heat by electricity?

A. Yes.

Q. And heating is expensive?

A. It is; and lighting too.

Q. And lighting is expensive. Of course, if there is not sufficient travel to fill a double truck car in the middle of the day, we will say, or from 10:00 A. M. to 5:00 P. M., and that same travel could be equally accommodated with a single truck car, but

the public desires double truck cars, there is, of course, an operating loss there, is there not?

A. No, because the administration is not going to run double truck cars unless they are justified in doing it; if they didn't have people to carry, then they would run single truck.

Q. Did you think that that statement is altogether so?

A. Yes, I think——

Q. In other words, haven't you in mind any instances where double truck cars are being operated in a city where the single truck cars would still suffice to accommodate the travel?

A. The best illustration of that (not going back to Mr. Sage for any particular instance), one case of a railroad was foreclosed and when I came to straighten the thing out I found they had all heavy cars, and in order to bring the road in bounds I sold the heavy cars and bought single truck cars.

Q. You weren't dealing with municipal councils or commissions then?

A. No, I wasn't then.

Q. You say fortunately you were not. Then that illustration would hardly suffice for the difficulty of modern day operation?

A. The illustration might not suffice, but the rule would.

By Commissioner Donges:

Q. Mr. Rand, do I understand that if the assumed potential capacity of the car, the double truck car, the large type, was used during commission hours, and that that potential capacity of the cars was not exhausted during other hours, would you withdraw the service of the double truck cars for any period of the day and substituted single truck cars?

A. My answer is—I don't know whether I get your whole question—You want to know whether I would not run double truck cars in the middle of the day if you had not people for them. I never yet found a commission would order anything except

within bounds; I don't know of a commission that would order double truck cars operated continuously unless it was justified.

Q. Would it be good practice, in your judgment, to withdraw the larger type?

A. Just as I stated, they would be justified for the odd hours when not used to their full capacity. Just as for the rush hours they put on more cars.

Q. In your judgment it would pay to have extra equipment of both types?

A. Certainly. It is really necessary. The same as to have open car equipment for summer.

Q. Isn't it a good practice in railroad operation to use the same motors on both classes of equipment, transferring from one to the other, as occasion requires the withdrawal of one type or the other?

A. I don't think it would be profitable, shifting motors. You would have to have single truck cars which you are supposed to have on hand when you buy a double truck. If you haven't them, it is a question of policy, buying them and having them, because it wouldn't be policy to shift motors.

Q. In your judgment, it would be wise to have sufficient double truck cars to take care of the travel in commission hours and sufficient single truck cars for the off hours?

A. Yes.

Q. You think that a wise capital expenditure?

A. I certainly do.

By Mr. Katzenbach:

Q. Mr. Rand, there are innumerable other expenses to which a street railway is subject today that it was not during the period of your association with Mr. Sage, is there not?

A. I think there is quite an advance—I don't recall just now the details of what you have in mind. I know as a rule that the public demand greater facilities than they used to. In other words, you can't put anything off on the public today like it was possible to in former years. The public today

wouldn't approve of having straw in the bottom of the car to keep your feet warm.

Q. Also, you can't adjust taxes on such a satisfactory basis as during the days of Mr. Sage, can you?

A. Taxes are a very hard problem, and I will add, for your case, they are increasing.

Q. And they have increased very much, have they not?

A. They have.

Q. And the end is not yet in sight?

A. Not yet in sight.

Q. In your opinion?

A. I don't know; the end may be in sight when you are able to change the policy of the politicians.

Q. Have you ever known of a road where a financial railway expert has been able, by a proper method, to change the course or conduct of a politician?

A. I think that is true.

Q. If you had stated, for instance, to Mr. Sage that there was a commission which insisted upon an amortization fund for certain bonds issued by one of his street railway enterprises, he would have likely jumped out of one of those six-dollar suits of clothes?

A. And he needed the interest on the money?

Q. Yes.

A. Do you know what he would say? "Put that road into liquidation."

Q. And the only people that would suffer as a result of the litigation would be the creditors?

A. He generally took care of the creditors.

Q. In exactly what way did he take care of them? There is various ways of taking care of creditors.

A. He was very careful not to get into anything unless he was the only creditor.

Q. Mr. Rand, you think there are additional expenses borne by street railway enterprises due, as a result of commissions, do you not?

A. You mean Utility Commissions?

Q. Well, we will take that as an illustration.

A. There certainly are, because the commissions are a source to which the the public can go with their grievances, and the commissions have to use their best judgment in adjusting grievances, and it has been my observation that commissions are very careful not to put additional burdens on the property.

Q. Your experience has been that the grievances are in respect to service usually, are they not?

A. Yes, they are with regard to service.

Q. And therefore if there are these increased expenses due to improved service there must be some way devised for street railway companies to meet that increased cost? You agree with that, of course?

A. Well, I think the way is already provided. You have the commission——

Q. And that is in the—I am speaking generally; I want to get your view generally as an expert. That is to say, there would have to be some way provided to meet these increased expenses.

A. If you haven't the capital, you would require more capital.

Q. More capital, or more money set aside for depreciation?

A. That is right.

Q. In other words, the demands generally are met, are they not, by street railway companies?

A. That is true; they would have to be.

Q. Now, from your observation there has been in the last two years a decline in the gross receipts of street railway companies?

A. There has.

Q. And to what causes do you assign that decline, Mr. Rand?

A. The general depression in business throughout the country.

Q. Well, but assuming a gentleman appeared and stated during a certain period business in a community was on the boom, and there was good times, and his plant was working day and night, and during that entire period the gross receipts of a street railway company declined, you would have to assign

to it some other cause than depression in business, wouldn't you? Now, on the——

A. I haven't answered that. You say, assuming in a community a manufacturing business, or several of them take the position business is on the boom——

Q. Assuming business is on a boom.

A. Then your question is, would I naturally expect that the traffic on a trolley system would be also on a boom? Is that your question?

Q. That is hardly the question, but if that is an easier way of answering it, I will frame it this way: Assuming that business is good in a community and the community is prosperous, would, in your opinion, the receipts of a street railway company increase?

A. I think—you refer to a boom in business having taken place after there has been a depression in business? Is that what I am to understand?

Q. I didn't assume that. I assumed a good business condition in a community and asked you whether, in your opinion, the receipts of a street railway company should increase?

A. I will answer that, not necessarily.

Q. If in good times the receipts of a street railway company did not increase, are there any other reasons that you would assign for the decrease of gross receipts?

A. If your business had been good, or prosperous, for a series of years, and your traffic on trolley lines did not show a reasonable increase, I would say it required looking into to see what the trouble was. Just offhand I can't say what the trouble was.

Q. Suppose business had been so good in the community that many people that had not theretofore enjoyed the pleasures and miseries of an automobile, purchased them, do you think that would show any effect on the receipts of a street railway company?

A. If the majority of the people in a community bought automobiles, for the time being I would say it would have a tendency to decrease earnings; if

all the people in the community, or a very considerable percentage, temporarily it might show a decrease. Those things, from my observation, equalize themselves.

Q. We haven't had yet an opportunity to determine whether the use of an automobile by private owners is a mere temporary thing, have we?

A. I can give you a very concrete illustration: In New York City after the subways were opened and in operation, the elevated railroad's earnings fell off tremendously—I forget what the amount was, but very, very greatly—it was only a matter of a few months, anyway not more than two or three years, until they recovered and were back, not only where they were before the subways were opened, but going ahead. The same might be true of a trolley line, because it has the same effect on them.

Q. That condition you take in New York City might be due to insufficient methods of transportation, might it not?

A. No. It it due to the tendency of the public to avail themselves of new things which they might imagine were in the way of luxuries. A man able to pay for an automobile, buy it and use it, for some time to get back and forth to his business, or other purposes, but sooner or later comes back to the trolley.

Q. But then there has arisen someone else to take his place.

A. In the way of jitneys?

Q. No, in the way of new purchasers of automobiles.

A. I don't think you can put an automobile in the same class as the trolley. An automobile, to anybody's mind I think, is considered a luxury, while you ride on a street car as a matter of business and convenience; it is not a luxury; it don't belong in the same class.

Q. As a matter of fact your observation has been that the use of privately owned automobiles has decreased——

A. Yes.

Q. Very considerably in many cases?
A. Very considerably, yes.
Q. And jitney service has?
A. I don't think you can say jitney service has increased.
Q. I mean to say has decreased the gross receipts.

Mr. Record: I don't want to be technical; there has been no proof of jitney service here.

A. Generally speaking, the jitney service might affect it, but in a very small way, not worth taking notice of, but even if it did your ratio of increase would certainly outstrip it in time, get ahead of it.
Q. As to whether it would or would not could only definitely be proved in any given instance, by the figures?
A. In any given instance by the figures.
Q. Mr. Rand, I think you stated you were graduated at a nautical school?
A. No, that was Mr. Brackenridge.
Q. I thought you stated you graduated at a nautical school, with reference to this financial statement?
A. No, that is Mr. Brackenridge.
Q. It would appear, however, a statement entitled, Trenton Street Railway Company—I don't appear to have the exhibit number, but you recollect that?
A. I do. I don't know about the number myself.
Q. You know the statement to which I refer?
A. Relating to the securities issued?
Q. Yes.
A. Headed, "Trenton Street Railway Company"?
Q. Yes.
A. I don't know what the exhibit number is.
Q. The next line is, "Trenton Passenger Railway, Consolidation September 30, 1891"?
A. Trenton Street Railway Company?
Q. Trenton Passenger Railway, Consolidation, September 30, 1891, is the next line?

A. That is right.

Q. Now, in the first column you have given the stock issues of the various constituent companies which form the Trenton Passenger Railway Company, Consolidated, have you not?

A. Yes.

Q. What was the total of those?

A. $156,100.

Q. The individual amounts were, Trenton Horse Railway, $361,100; City Railway, $90,000; Hamilton Township Street Railway, $20,000; South Clinton Avenue and Broad Street, $20,000; that is correct, is it not?

A. That is right.

Q. Will you just add those up and see whether they do or do not make $156,100?

A. They make more.

Q. Makes more than this figure?

A. Yes. Sixty-six.

Q. That, therefore, would make less in the items you have ——

A. $10,000.

Q. —— entitled, expansion of capital?

A. Yes.

Q. Mr. Rand, you have no knowledge as to whether the $36,100 of capital stock represented the whole value of the property of the Trenton Horse Railway Company at the time of consolidation, have you?

A. I have only the knowledge in relation to that matter which I gained from the complainant, I think, in this case, page 123, and also ——

Q. Do you know anything about the value of that property at the time of consolidation?

A. That is all I know.

Q. You don't know anything about the value of the other constituent factors in the consolidation, do you?

A. Nothing any more than I found, the items.

Q. Now, on the second sheet of that statement you included, or as you entitled it, owned $128,000 bonds of the Mercer County Traction Company, because

they were owned by the Trenton Street Railway Company. If the Trenton Street Railway Company didn't own them they shouldn't be included?

A. I don't think it should, If they didn't own them.

Q. Have you compared this statement with the sheets of the actual records of the company taken from the books of the company as testified to by Mr. Grookett?

A. I have not. I haven't had the time, Mr. Katzenbach.

Q. That is all right. I merely ask you if you had. If you didn't, there is no use going into it. There is no place in this country where the transportation problem is as involved and there are so many branches to it, as in the City of New York, is there?

A. I don't think there is.

Mr. Katzenbach: That is all.

Re-direct examination.

By Mr. Record:

Q. To what extent is the increase in earnings of these companies in live cities due to the continual growth of the community in population?

A. To what extent?

Q. Yes. Does the increase in the growth of the earnings depend on the growth of the community in population?

A. The facilities to get the travel?

Q. No, but if you take a live city that shows a steady increase in gross earnings year by year, I am asking you if that is due, and if so, to what extent, to the increase in the number of people in the town?

A. Certainly.

Q. Is that the main source of the increase, or is that a minor source, the growth of the town, in your judgment?

A. The increased population and the increased business which is done in the town?

Q. Would you expect to see the earnings increase steadily year by year if the census showed there was no increase in the number of people in the town?

A. I would not. Not necessarily.

Q. In your judgment then the steady increase is due largely, or almost entirely, to the steady growth of the population?

A. That is true.

Q. One goes with the other?

A. One goes with the other.

Q. When you take into consideration all of the different elements which go to make up the cost of installing and running a street railway today as compared with, say ten years ago, such as increased expenditures for wages and supplies on the one hand and decreased operating expenses, owing to greater efficiency of the plant, when you take all of the conflicting influences together, in your judgment has the cost of operating the road increased?

A. It has not.

Q. It has not?

A. Per passenger.

Q. In your experience has the ratio of operating expenses to gross earnings increased during the last ten years?

A. It has not, as a rule.

Q. Has it decreased?

A. I can't say it has, materially.

Q. But it hasn't materially increased?

A. It hasn't materially increased. It has remained for a number of years practically the same, in the neighborhood of the same percentage.

Q. That represents the efficiency of modern equipment and management?

A. That is true.

Mr. Record: That is all I want to ask.

Re-cross examination.

By Mr. Katzenbach:

Q. In giving the opinion you gave with reference

to the increase of operating expenses, did you carry in mind street railway companies alone?

A. I had in mind only street railways, in connection with his question.

Q. Now, would you state what street railway company, giving efficient modern service, has not increased its operating expenses?

Mr. Record: You mean with reference to gross of just total increase?

Mr. Katzenbach: I want to find out whether the operating expenses ——

Mr. Record: I submit that isn't the question at all.

Commissioner Donges: He is entitled to ask that question.

A. I couldn't give a specific case. I only keep in mind the general run and impression that is made on my mind from having the subject of percentage of expenses to earnings brought to my attention from day to day in different matters, and also as I find it in reports and in cases of opinions that are made; I couldn't give you a specific case. I might if I had time to go over my records and data.

Q. What is the present operating expenses, that is, the per cent.?

A. The general average will run from fifty to sixty per cent. Some go very much lower than that.

By Mr. Record:

Q. The ratio of operating expense to operating revenue?

A. The ratio of operating expenses to gross earnings.

By Mr. Katzenbach:

Q. What you mean to say is that if your gross

earnings increased rapidly enough, that that might be the same ratio of increase as the increase in operating expenses?

A. Yes.

Q. That is the correct way of putting it?

A. It might be, yes.

Q. That opinion of yours depends on the increase of gross receipts?

A. No. The opinion is based on observation. The cause of the increase or decrease of this percentage of expenses to earnings is the result of the administration and operating management.

Q. Well, where there is an efficient operating management, what do you consider the expenses of operating to gross receipts ought to be?

A. From fifty to sixty per cent. in round numbers.

By Commissioner Donges:

Q. What would you say the expenses per car mile of operation, the average expense in cities like Trenton would be?

A. I would say that the percentage of expenses to earnings in a city from 25,000 to 100,000 would range from twelve cents a car mile up to as high as twenty cents.

Q. Under your theory the earnings would be from twenty to twenty-five?

A. Yes.

By Mr. Katzenbach:

Q. Does that estimate include the setting aside of an amount for depreciation?

A. No.

Q. It doesn't include that?

A. No. It includes taxes.

Q. Of course, you have to see that side?

A. That is another proposition. It includes taxes, though.

Q. It doesn't include ——

A. No, no depreciation fund.
Q. Not what you call accrued depreciation?
A. Not accrued depreciation.
Q. Annual?
A. Annual depreciation.
Q. It would not include that?

By Commissioner Donges:

Q. Nothing except actual operating expenses as such?
A. And taxes. When I say operating expenses I mean expenditures of money, your current, cars, motormen, conductors, fuel ——
Q. Whatever is necessary to operate the line?
A. Necessary to operate the line, run the utility company, and taxes.

By Mr. Record:

Q. Not repair account? Is there a distinction between your repair account and depreciation account?
A. There is.
Q. It would include ordinary repairs?
A. It would include all ordinary repairs.
Q. But wouldn't include anything that prolongs the life of the material?
A. No.
Q. That is the distinction you make?
A. Yes.

Commissioner Donges: You are through with this witness?

Mr. Katzenbach: Yes. Mr. Johnson has prepared a few more statements, and there are a few more questions I want to ask him. Is there anything you want to ask him?

Mr. Record: No.

Commissioner Donges: Mr. Record's case is closed.

Mr. Record: No, I have a few more things to offer.

Commissioner Donges: Perhaps you better put them in before Mr. Katzenbach puts in his rebuttal.

Mr. Record: I want that list of stockholders of the traction company.

Mr. Katzenbach: I am going to put all that in when Mr. Johnson goes on.

Mr. Record: If he is going to put him on in a few moments, that is easier. I am trying, through Mr. Rand, based on the early capitalization, and a few matters, I am trying to bring up, and attempt to find how much money ever went into this property. I am trying to do that as best I can. I have put in already the existing taxes that they pay. I have got from the assessor the taxes paid in the city for the years, 1890, 1891, 1892, 1893 and 1894, and I would like to have that as an exhibit for whatever it may be worth.

Mr. Katzenbach: I assume it is right. Have his affidavit and I have no objection.

Mr. Record: He can come in at any time and verify it.

Mr. Katzenbach: That is back in 1890, if you will say this is furnished you by the assessor.

Commissioner Donges: Suppose this paper is admitted ——

Mr. Record: Subject to correction.

Commissioner Donges: And verification. If Mr. Katzenbach discovers any errors ——

Mr. Record: Or I will present the man.

Commissioner Donges: Admit it subject to verification.

Mr. Katzenbach: Yes.

Commissioner Donges: It will be admitted.

(Statement of taxes for the years 1890, 1891, 1892, 1893 and 1894, received and marked Ex. O-42.)

Mr. Record: Now I offer formally in evidence—I don't know whether I ought to have it formally in evidence or not—but this passenger railway company entered into a litigation with two of its officers over the moneys involved in this first consolidation of 1891 ——

Commissioner Donges: The Trenton Street Railway Company?

Mr. Record: The Trenton Passenger Railway Company. And that suit is entitled in our Courts, the Trenton Passenger Railway Company against Wilson and it appears in 55 New Jersey Equity, 273, and 56 New Jersey Equity, 783. There is another case over the demurrer, which started it, but that is immaterial. And the record is in Volume 240 of the Record of the Court of Errors for the year 1898. In there the Vice-Chancellor and the Court of Errors analyze this consolidation agreement of 1891, and there are facts in there which I want to use, and I offer that record. I don't know but what I am entitled to read from it and argue without offering it.

Mr. Katzenbach: I don't understand—I have some recollection of the litigation, but it was between two individuals.

Mr. Record: No; it was between the passenger railway company, and this was the substance of it: the passenger railway company entered into this consolidation, but the officers of the Trenton Street

Railway Company, who put up the deed, had an entirely different agreement than the one they went through with, and they were going to divide up some six hundred thousand dollars of this one million dollar bond issue among themselves, but they didn't do that. And in the course of actually running the consolidation out, their plans changed in such a way that finally there was left in the hands of Mr. Wilson, $260,000 of that $1,000,000 bond issue, and the company sued for those $260,000 of bonds. And the Vice-Chancellor said he should pay, and the Court of Errors reversed. The one salient fact in there is the $260,000 bonds remained in the hands of the promoter and owners of the Trenton Street Railway. My point is going to be, to that extent that money never went into this plant to reconstruct, to build it up.

Commissioner Donges: Is it the theory of your case that the capitalization of any of the companies affects the base upon which the operating company is entitled to earn to such an extent as to make this question pertinent?

Mr. Record: Yes. As I find all of the cases, this stock and bond proposition is to be considered. It isn't a base, but for instance, we find the bonds have been sold at par and the money has gone into the plant and a great deal of money has gone into the plant; the fact there is the bonds outstanding corroborates that. If you find the stock was never paid—the presumption is it was given there to represent the stock—if you find it hasn't been paid for, you check up back and forth, and it is a matter of checking up. These people will claim on argument, in 1891, they electrified this place and we ought to know what it cost that company. They have got the books, they can show it, they don't do so. Now, I am trying to make out of this four million dollars odd capitalization, pretty nearly half of it was just water, represents no money. I am try-

ing to build up, as best I can, to check up as to the cost of this road. What did it cost?

Commissioner Donges: As evidenced by the security issues from time to time?

Mr. Record: No; as evidenced by the money that got into the treasury. Presumably they can say we issued one million dollar bonds, that is for some extensions, one million dollars got in the treasury and we put it on the track, on some extensions. Here is a litigation in which at least $260,000 remained in the pockets of an individual and never went into this road at all. That remained over; they say he is not entitled to it and it belongs in the company. Vice-Chancellor Emery said, and the Court of Errors said that in effect. They say they can't get it back without putting it in the city company.

Commissioner Donges: What you want to offer is this record in order that you may have the use of such facts as were found to exist?

Mr. Record: Yes. The point is, of that record, as far as we know, $260,000 of that $1,000,000 bond issue never landed in the treasury of any company or put on this plant.

Mr. Katzenbach: From a mere inspection of the case, that statement isn't so. You couldn't draw that deduction from it. It seems to me that is a dangerous— I wouldn't say dangerous, but it is a rather anomalous situation that we would be bound by all the testimony that had been taken in some other case, where we had not had a chance to examine these witnesses in this proceeding.

Commissioner Donges: Wouldn't the determination of a Court of the State of New Jersey as evidence of a fact, be binding in any proceeding? If that is what was found by the court, the existence of a certain fact?

Mr. Katzenbach: I think it was purely a proposition of law.

Commissioner Donges: Wouldn't, for any purpose which might be material, the finding of a Court in New Jersey be binding as to the establishment of the existence of a fact which the court determined?

Mr. Katzenbach: Not unless those parties were the same parties, or their privies.

Mr. Record: These parties are your privies.

Mr. Katzenbach: No, they are not.

Mr. Record: Of course, they are.

Commissioner Donges: Do you assert you wouldn't be bound by the conduct of the Trenton Passenger Railway Company in the issue of capital securities?

Mr. Katzenbach: Yes, we would be bound by that fact.

Commissioner Donges: But wouldn't be bound —

Mr. Katzenbach: But we wouldn't be bound by the facts recited here in this litigation, which was substantially a litigation between two individuals.

Commissioner Donges: But wouldn't you be bound by the determination of a court of competent jurisdiction saying in a security issue no amount found its way into the treasury of one of your underlying predecessor companies?

Mr. Katzenbach: It would have to be determined in the opinion.

Commissioner Donges: Yes, the opinion might not be helpful at all. I am not familiar with the case.

Mr. Katzenbach: I know the case very well, as far as that is concerned, but I don't consider it ever had any application to this situation at all.

Commissioner Donges: I have some doubt whether we shall find it helpful, but I can't see that anybody could be injured by having this matter entered into, for the reason I don't think it would be made a part of this record, unless counsel desire it shall be.

Mr. Record: No. I was going to read from those, and also in my argument refer to it.

Mr. Katzenbach: I have no objection to Mr. Record reading from the opinion on argument.

Commissioner Donges: For that purpose it will be admitted.

Mr. Katzenbach: Anything in the opinion you can read that will help you, I can read something that will help me.

Commissioner Donges: It is admitted.

Mr. Katzenbach: It is not admitted as part of the record, admitted for reference.

Commissioner Donges: For reference.

Mr. Katzenbach: It is understood, if this battle unfortunately has to be reviewed, it wouldn't be necessary to print the whole record, the whole contents of the case.

Commissioner Donges: That is why I said it shouldn't be admitted as part of this case.

Mr. Katzenbach: Yes.

Commissioner Donges: It is understood the re-

ports and underlying records may be referred to in this matter.

Mr. Katzenbach: All right.

Mr. Record: I feel, with reference to all such matters as that, this is a statutory party that can explore any matters you want. This is not a law court, strictly.

Mr. Katzenbach: This is not a lawsuit in a technical sense. I concede that; because the statute itself practically says so.

Mr. Record: I understood there was offered in evidence the record in the case of their application to the Board of Public Utility for the approval of their lease. I understood that was so. I want to make sure that is so.

Commissioner Donges: Yes. Mr. Sommer offered the entire record.

Mr. Record: I want to make sure it is in.

Commissioner Donges: It is my impression there was also offered, either at that time by Mr. Sommer, or at some subsequent time, the proceeding before the Board and its record with respect to the various securities issued. I think Mr. Katzenbach offered the record.

Mr. Sommer: In order to clear that up, I will make the same offer with respect to those records relating to the proceeding before the Board upon application for issue of securities of various forms.

Mr. Katzenbach: Yes. I think those are already in the record.

Mr. Sommer: I don't know whether you did or not.

Mr. Katzenbach: Yes, I offered them.

Commissioner Donges: They will be admitted and considered as part of the record.

Mr. Katzenbach: Also the reports of the company as to the expenditures of money.

Commissioner Donges: Reports of the company under our conference number 7?

Mr. Katzenbach: Yes.

Commissioner Donges: Showing how the money received from the issuance and sale of securities was used?

Mr. Record: I take it, in that record offered by Mr. Sommer is the final order of the Board approving the lease.

Mr. Sommer: Yes.

Mr. Record: I want to use that order.

Commissioner Donges: Is it an order or report?

Mr. Record: It is called memorandum, that is the title of it. As I remember it, that is the final order of the Board.

Mr. Sommer: No; the order is finally based on that.

Mr. Record: I couldn't find that.

Mr. Sommer: You find that in the minutes. You see, an order is entered in the minutes from that memorandum.

Mr. Record: It would be in the same language.

Mr. Sommer: It would be in accordance with the concluding language of the report, whatever that may be. It may be a certificate of approval or disapproval, whatever it was.

Mr. Record: That memorandum reports the action of the Board?

Mr. Sommer: Yes.

Commissioner Donges: And the statement of the reasons which led the Board to the conclusion. That conclusion is finally summarized in an order, a formal order.

Mr. Record: I find in inspecting those records that at the same time that these gentlemen applied for the approval of the lease, that the City of Trenton applied to the Board and protested against the granting of the lease and also protested against the granting of the lease except upon such terms as would compel them to abide by whatever ordinances there were in the City of Trenton. Then I find there was another procedure, or this procedure grew out of that, which is entitled, "In the matter of the complaint of the Inhabitants of the City of Trenton, against the Trenton Street Railway Company." In that, the complaint set out with great detail the large number of defects in the operation of the road at that time, and it prayed that this Board should compel them to give better service and to make certain repairs, and such things which are specified. Now, I don't understand that is a part of this record, this offer of Mr. Sommer.

Mr. Sommer: I think not.

Mr. Record: Therefore, I wish to offer the record that is in the files of this Board, that was filed under the name of the Board of Public Utility Commissioners, State of New Jersey, in the matter of the complaint of the Inhabitants of the City of Trenton

against the Trenton Street Railway Company, which complaint was filed, as I now remember it, in November, 1910 (I am not sure about the date).

Commissioner Donges: Did that result in a finding by the Board?

Mr. Record: That resulted in an order under the same title, and the order is what I wish to use.

Commissioner Donges: The order or report?

Mr. Record: That is entitled order. I find that in the papers.

Mr. Sommer: You want to offer the entire record?

Mr. Record: I want to offer the entire record. I assume the bulk of that record I don't want anything to do with. I only had a chance to hastily go over it, and I found that, so I offer the whole record.

Commissioner Donges: If anything goes in, the whole record ought to go in to show what led up to it.

Mr. Katzenbach: I have no objection, if we make the same disposition; no objection to Mr. Record referring to it, but not made a part of this record.

Mr. Record: What do I understand by that?

Commissioner Donges: You may use it as fully as any other exhibit, but the exhibit itself, except such parts as are used, used in argument, will not be printed in the record.

Mr. Record: But if this order is needed, and all I need may go into the record.

Commissioner Donges: You may offer that as an exhibit.

Mr. Record: I offer that as an exhibit, if I want to use it, but I don't want it fully printed.

Commissioner Donges: No need, as part of this record, printing it on review, anything that is not really essential.

Mr. Record: I think that is right. I don't want to lumber it in any way.

Commissioner Donges: You would this part of your record?

Mr. Katzenbach: We will consent to the record going in in this way.

Mr. Record: The whole record?

Mr. Katzenbach: Yes, if you insist on it.

Mr. Record: I don't insist.

Mr. Katzenbach: You can put in what part you want, and what part I want.

Commissioner Donges: Let it go in with that understanding; any part may be printed by counsel on either side which is deemed essential.

Mr. Record: That is what I want.

(Record in matter of Board of Public Utility Commissioners, Inhabitants of City of Trenton versus Trenton Street Railway Company, November, 1910, received and marked Ex. O-43.)

Mr. Record: I will offer in evidence a copy of a letter which I took out of these files. I am not sure but what it is in evidence by the previous offer. But this is the letter which Mr. Johnson wrote to the Board on this subject of depreciation. It seems that the Board, when it granted this lease, ordered a de-

preciation fund, stated how much it should be and all about it. Then after a couple of years or so Mr. Johnson writes suggesting what has been done, and suggesting a modification of that. I found that in the record and I am not sure but it is included in either of these offers. I desire to offer that specifically. If there was such a letter.

Mr. Katzenbach: Have you another copy?

Mr. Record: No. I found that in the record this morning. This is typewritten. I am assuming there is such a letter, but I found that in the records downstairs.

Mr. Katzenbach: I have no objection to it, with the reservation we want to look it up and see whether he wrote such a letter.

Commissioner Donges: It will be admitted.

(Letter of Mr. Johnson to Board, April 24th, 1910, received and marked Ex. O-44.)

Mr. Katzenbach: Is that all?

Mr. Record: That is all, I think.

Recess from 12.45 to 1.45 o'clock P. M.

After recess.

RANKIN JOHNSON resumes the stand.

Further direct examination.

By Mr. Katzenbach:

Q. Mr. Johnson, when you were last on the stand, you stated that there were some schedules that you

New Jersey State Library

had dictated in answer to the question submitted by Mr. Record that were not yet copied out. Have those been copied out?

A. Yes.

Q. Will you produce them and just explain what each one is?

A. A statement for the year 1911, showing the length of each route in miles, the single trip and the revenue car mileage.

Mr. Katzenbach: I ask that that be marked as an exhibit.

(Statement of length of each route, 1911, single trip and revenue car mileage, marked Ex. T. & M.-51.)

Mr. Record: Is that in connection with any one exhibit?

Witness: We gave before, I think, the single trip and you asked for the mileage for each one of the routes on which we had given the single trip.

The same for the year 1912.

(Statement, 1912, length of each route in miles, single trip and revenue car mileage, received and marked Ex. T. & M.-52.)

Witness: The same for the year 1913.

(Statement, 1913, length of each route in miles, single trip and revenue car mileage received and marked Ex. T. & M.-53.)

Witness: The same for the year 1914.

(Statement, 1914, length of each route in miles, single trip and revenue car mileage, received and marked Ex. T. & M.-54.)

Witness: A list of the stockholders of the Trenton & Mercer County Traction Corporation.

(List of stockholders of Trenton & Mercer County Traction Corporation, received and marked Ex. T. & M.-55.)

Witness: You asked what the percentage of welded joints was to the total joints, and that is about—between nine and ten per cent. The welded joints to the total joints, the answer is between nine and ten per cent. That is all.

Q. Mr. Johnson, Mr. Brackenridge was to submit a statement of the cost of the material and the amount of the material in the tracks of the company outside and inside of the city, exclusive of bridges and culverts, and any overhead construction. Have you made an estimate of the amount and price of that material?

A. I have.

Q. Will you produce it?

A. Here it is. Shall I read the statement?

Mr. Katzenbach: No, just have it marked as an exhibit; just used for comparison purposes, that is all.

Mr. Record: Do you mean that ten per cent., Mr. Johnson, was on the whole system?

Witness: Yes, the whole system.

(Statement of amount and price of material in tracks inside and outside of the city, exclusive of bridges, and so forth, received and marked Ex. T. & M.-56.)

Q. Mr. Johnson, Mr. Brackenridge in his statement said he allowed eight dollars per ton, I think, for scrap rail. What are you offered for scrap rail?

A. We have been offered eleven dollars, and we are holding our rail in the hope of getting more. That is eleven dollars net.

Q. Mr. Brackenridge stated spikes cost $3.20 a keg

and each keg contained 450 spikes. What is the prevailing price per keg, and how many spikes in a keg?

A. The spikes we bought were $3.36 per keg, and 310 spikes in a keg.

Q. When did you buy the last spikes, or approximately the date?

A. Well, about four months ago, I should say.

Q. Have they declined in price since that time?

A. No, they have been increasing in price.

By Commissioner Donges:

Q. Just before you get away from it; this Exhibit T. & M.-56, which is headed, approximate estimate of cost of some of the material required, reconstruction new of the track operated by this company in and around Trenton, then follows certain quantities of certain material and prices given and the total is carried out. Do I understand that is a statement of all of the material of the kind mentioned which it would be required to reproduce this property new?

A. It is my opinion a little less in some cases, and there may be some omissions. That is why I don't wish to say this is the complete list of materials. This approximates it very closely.

Q. And is taken generally as your estimate of the quantity and the price of each kind of material which would be required to reproduce it?

A. Yes. In my opinion it would be a little more, some of the things.

Q. Each kind of thing is here mentioned?

A. Yes.

Q. Because you carry out your total. I didn't know whether this was your estimate of the cost of material necessary to reproduce it.

A. I think if I spent more time on it I would find some things I omitted. I didn't want to indicate that it would be a complete total. The total might be slightly larger.

By Mr. Record:

Q. What is the size of the spike?
A. I have brought some and there they are (indicating).
Q. Give the size.
A. I can give you the spikes.
Q. Just tell us the size.

By Commissioner Donges:

Q. Have you included in this statement any of the materials necessary for paving?
A. No. I might say in that case, when we let a contract for paving, our contract commences at the top of the ties for the paving, everything from the top of the ties down, and the rails is track laying. That is the labor of laying.

By Mr. Record:

Q. Six inch, five-eighth spikes?
A. I can find the bill, I think.

Mr. Katzenbach: There is no need of that. It is admitted they are six-inch, five-eighth spikes.

By Mr. Katzenbach:

Q. Mr. Brackenridge allowed fifty cents for each rail bond installed; will you state what the actual cost is?
A. Forty cents for the rail bonds and twenty-five cents to apply them.
Q. Mr. Brackenridge estimated hard wood ties at forty cents apiece; will you state what the price of hard wood ties is?
A. I recently tried to buy some ties, chestnut and oak, between here and Lawrenceville, which had been cut, and they said for specification ties the Pennsylvania Railroad were paying seventy cents;

we refused to get them. We got some for fifty cents.

By Mr. Record:

Q. How much?
A. Fifty cents.
Q. The size?
A. Six by eight by eight hewn ties and sawed, both. In my opinion any large number of ties, say in excess of twenty-five or thirty thousand, we would have to pay at least sixty cents, if you were buying more than twenty-five thousand.

By Mr. Katzenbach:

Q. Now, Mr. Brackenridge stated he allowed sixty cents a foot for the labor of laying track in the city. What has your company paid recently?
A. Between eighty cents and a dollar.
Q. Mr. Brackenridge, in his statement, made an allowance of $36.40 per ton for girder rail. What is the present price?
A. The last girder rail we bought was $39.90 a ton.
Q. Mr. Brackenridge stated that his allowance for continuous joints was two dollars per pair.

Mr. Record: What was the price of girder rail?

Witness: $39.90.

Commissioner Donges: Delivered here?

Witness: Yes.

Commissioner Donges: Have you finished your question?

Mr. Katzenbach: Yes.

A. Continuous rail joints, $4.25 a pair.

Q. Is that the prevailing price?
A. Yes.

By Commissioner Donges:

Q. Mr. Brackenridge's figures were in pairs?
A. Yes; in his evidence; I think that is in the record.

By Mr. Katzenbach:

Q. Mr. Brackenridge allowed $30.40 for T-rail per pound. What do you pay for it?

Witness: I think I said per rail joint; that is per pair of rail joints.

A. $31.58, some that we bought last year. We haven't bought any since.

By Mr. Record:

Q. Delivered?
A. Yes. That is f. o. b. cars Trenton, not delivered to the work.

By Mr. Katzenbach:

Q. Mr. Brackenridge, in his statement, said that he had included the concrete between the ties in a part of his paving estimate. Will you state as a matter of fact whether that concrete is done by the paving contractor or the company?
A. In all track construction, where we lay the track and paving, the contract rates for track laying include all work to the top of the ties and the rail and the paving contract is let for the work from the top of the ties up.
Q. Have you figured the cost of the copper in the overhead construction?
A. I have.
Q. Have you prepared that all in a schedule?

A. I have.

Q. Will you produce it?

A. (Complies.)

Q. Will you just read that statement so it can be copied in the record?

A. Seventy-two miles of 2-O trolley wire at $78.-98 a thousand feet, total $30,024.72.

By Commissioner Donges:

Q. Have you that in figures per pound?

A. I haven't. These prices were gotten from the Roebling works, where we buy it by the mile in thousand feet, and that is the company from which we usually buy our copper wire. Sixty-five and one-sixth miles of 500,000 C. M. cable at $365.75 per thousand feet.

Q. Are you able to say how many pounds there are in each thousand feet of wire?

A. I can't say that.

By Mr. Katzenbach:

Q. Can you furnish that in a statement?

A. Yes.

Commissioner Donges: For ready comparison?

Mr. Katzenbach: Probably that will be better.

Witness: I will furnish that. Total, $125,847.26. Thirty-five miles of 4-O cable insulated at $149.57 a thousand feet, $27,640.55. 375 feet of lead and steel covered 1,000,000 C. M. cable at $1215 per thousand feet, $455.63. 1050 feet of lead covered 1,-000,000 C. M. cable at nine dollars per thousand feet, $945. 1500 feet ——

By Mr. Record:

Q. What amount is that? $945 a thousand feet?

A. $9 a thousand feet, total $945. The last item

is 1500 feet of lead covered 500,000 C. M. cable at $516 a thousand feet, $774.

By Mr. Katzenbach:

Q. What is the total amount?
A. $185,687.16.
Q. Was there any other copper used?
A. Feeder taps and other copper wire, $4312.84. Making a grand total of $190,000.

By Commissioner Donges:

Q. You say you got these figures from Roebling?
A. Yes.
Q. As of what date?
A. They were gotten about the first of November.
Q. Of this year?
A. Yes. I might say that here is a statement which might be useful, showing the location of our feeder cables. Whether it is wanted in the record, or just for use ——

Mr. Katzenbach: You can submit that and we will have it marked, because someone or the Board might need that for reference.

Commissioner Donges: It will be marked as an exhibit. Also the statement of cost of copper in overhead construction.

(Statement of cost of copper in overhead construction, received and marked Ex. T. & M.-57.)

(Statement of location of feeder cable, received and marked Ex. T. & M.-58.)

Witness: The one I put in the record has some pencil notes showing what part of the cable was installed since 1910. This is a copy of the same statement without the notes (indicating).

Mr. Katzenbach: They are not material.

By Mr. Katzenbach:

Q. Mr. Johnson, Mr. Brackenridge gave the cost of a steel trolley pole as thirteen dollars and some cents; I think $3.55 for setting it. Will you tell what you actually have paid for poles, steel poles or iron poles?

A. For iron poles, $21.83—pardon me.

Q. What is the actual cost of the pole unset?

A. $21.83.

Q. Have you purchased any within the past two months at that price?

A. No. These were purchased a year ago.

Q. How many were purchased a year ago?

A. Fifty.

Q. Fifty at that price?

A. Yes.

Q. Has the cost decreased any in the past year?

A. I would say the cost would be considerably higher now.

By Mr. Record:

Q. Did you give the size of that pole?

A. I can't give you those sizes.

By Mr. Katzenbach:

Q. What I asked was what he called the number one. I want the standard pole in three sections.

A. That is a standard weight tubular iron trolley pole, thirty feet long, seven inch, six inch, five inch sections with twenty-four inch protecting sleeve, the bottom of the sleeve five feet above the bottom of the pole.

Q. Are you reading from a voucher of the company?

A. Yes.

Q. And as of what date?

A. 1913; May 14th, 1913.

By Mr. Betts:

Q. Does that give the wieght?

A. Yes. Forty-five of them weighed 34,835 pounds.

Q. Forty-five of them weighed that?

A. Yes. Here are five of them weighed 4245 pounds. Those last five are the same dimensions, except they are thirty-five feet long instead of thirty.

Q. You say five weighed 4245 pounds?

A. Yes.

Q. What was the length of the others?

A. Thirty feet.

By Mr. Katzenbach:

Q. Mr. Johnson, you examined the statement of Mr. Swan as to paving inside the city?

A. Yes, I have.

Q. Were there any omissions in the statement of Mr. Swan, that is to say, are there any streets that have been paved by the street railway company which are not on that list, and if so, what streets are they?

A. Mr. Swan does not show any tracks on Brunswick Avenue from Mulberry Street to the south line of Plum Street, a distance of about one thousand feet of single track.

By Mr. Record:

Q. Mulberry to ——

A. On Brunswick Avenue from Mulberry Street to Plum Street.

Q. What kind of paving?

A. I will answer that question a little later if I may, or I can find it now.

By Mr. Katzenbach:

Q. If you don't happen to have that just now, suppose you go on with the others.

A. That is Belgian block used on Brunswick Avenue.

Q. This is on Mulberry Street?

A. No, Brunswick Avenue.

Commissioner Donges: From Mulberry to Plum.

Q. Isn't that Belgian block inside the track?

A. Yes.

Q. And macadam on the outside?

A. Yes. It is Belgian block as far as the company's pavement goes.

Q. What other omissions are there in the city?

A. Princeton Avenue, from Battle Monument to near Ballantine and Wedins, a distance of 400 feet.

By Mr. Record:

Q. Ballantine's place of business?

A. Yes.

Q. What kind of pavement is it?

A. That is block.

Q. Belgian?

A. Yes.

By Mr. Katzenbach:

Q. The next item omitted?

A. He didn't include in the statement showing the width of paving, any allowance for single track sidings in the city, which would naturally make a bulge in the pavement at those points. There were other differences in the measurements, amounting altogether to eighty-three hundredths of a mile, 4830 feet. I have a statement here showing the total.

Q. Will you produce that statement, and I ask you to have it marked?

A. (Complies.)

By Commissioner Donges:

Q. Does the statement show the point where the difference occurs?

A. On the single track siding in the city.

Commissioner Donges: It may be marked.

(Statement of differences in paving between company's and Mr. Swan's estimate, single track sidings in the city, received and marked Ex. T. & M.-59.)

By Mr. Katzenbach:

Q. Mr. Brackenridge said he included no pavement outside of the city in his estimate. Have you prepared a statement of the amount of the pavement outside of the city which the company has done?

A. I have.

Mr. Record: Aren't you a little incorrect; he didn't say he didn't include any. Didn't he say there were places he did include it? Didn't he say there were a few places, but he didn't make any computation?

Mr. Katzenbach: Read his testimony and I think you will find he didn't make any calculation for them.

Mr. Record: That is our understanding. You can separate your question in such a way that it will be assuming that, if you like. I didn't want that to go unchallenged.

Q. Have you prepared a list of the paving outside of the city?

A. I have.

Q. Will you produce that list?

A. I have it here.

Mr. Katzenbach: I ask that be marked.

(List of paving outside of the city received and marked Ex. T. & M.-60.)

Q. Mr. Johnson, have you had occasion to secure bids for cobblestone pavement?

A. I have.

Q. And what has been the price?

A. There was paid in the year 1910, ninety-eight and a half cents a square yard, and there was a bid asked for the other day, a few days ago, November 16th, and it was given at one dollar a square yard.

By Mr. Record:

Q. What kind of a bid?

A. Cobblestone paving, labor and material.

By Commissioner Donges:

Q. On what foundation, dirt?

A. Yes.

By Mr. Record:

Q. How much?

A. One dollar a square yard, labor and material.

Q. Did that include filling?

A. No.

By Mr. Betts:

Q. From the tie up?

A. Yes.

Q. You said the track construction was from the surface of the tie; this is from the tie up?

A. Yes.

By Mr. Katzenbach:

Q. That includes such filling as is necessary from the tie up?

A. Yes.

By Mr. Record:

Q. Where do you get the cobble?

A. The contractor was to furnish the cobble. They get it from the river here, I believe; I don't know where they do get it.

Mr. Katzenbach: As a matter of fact, they get it from the river. The old ordinance states that is to be used.

Mr. Record: Mr. Rand says we have got your previous point about the paving outside the city.

Mr. Katzenbach: Paving outside the city? Did you produce that list?

Witness: I produced one copy.

By Mr. Katzenbach:

Q. In reference to the paving in the city—was there a piece of macadam pavement that the street railway was obliged to lay from Parkside Avenue to the city limits, do you know?

A. Yes, I understand there was.

Q. What was the cost of that?

A. I have been told it was five thousand dollars.

Mr. Record: Wait a moment. Should such a thing as that go down?

Commissioner Donges: You may cross-examine on his source of knowledge.

Mr. Record: I don't need to cross-examine. He says he was told.

Witness: It was done before I came here and I have no record of the cost.

Commissioner Donges: Very well.

Q. In the village of Pennington, or Borough of

Pennington, as a condition of the franchise, was the entire street macadamed?

A. Yes. I think that is on that statement.
Q. That is on the statement?
A. Yes.
Q. That was a cost of how much?
A. Four thousand dollars.

By Mr. Record:

Q. Where was the location?
A. The village of Pennington.
Q. The one before that?
A. West State Street, beyond Parkside Avenue.
Q. When was the Pennington macadam laid?
A. There was about five thousand feet.

Commissioner Donges: The question was, when was it laid, I think.

Mr. Record: No. I meant the length.

Commissioner Donges: I thought you said, "when."

By Mr. Katzenbach:

Q. Now, Mr. Johnson, have you prepared any list of the special work, and the location thereof?
A. I have.
Q. Will you produce that?
A. (Complies.)

Mr. Katzenbach: I offer that and ask that it be marked.

(List of special work with four sheets of supporting data, received and marked Ex. T. & M.-61.)

Witness: The supporting pages I have only one copy of.

Commissioner Donges: That is the summary and four sheets supporting it?

Witness: Yes.

Commissioner Donges: Exhibit T. & M.-61 has, as part of it, four sheets of supporting data which have not been furnished, but will be; in the meantime you may use this original, if you desire.

Mr. Record: He gives the location?

Mr. Katzenbach: Yes. I think he gives the location of each piece.

Commissioner Donges: Mr. Johnson says he will furnish you a copy of the supporting data, so your exhibit may be complete.

Q. I think in your previous testimony you gave the cost of the special work, did you not?

A. Yes.

Q. And the statement that you have submitted shows the character and the number of pieces of special work, does it not?

A. Yes, it does.

Q. Did you testify as to the kilowatt capacity of the power plant on your direct examination? I think you did not.

A. I think I did.

Q. Mr. Johnson, will you state what you have paid, your company has paid for double truck cars, which Mr. Brackenridge estimated at five thousand dollars?

A. From $5300 to $5600.

By Mr. Record:

Q. $5300 to $5600?

A. Yes.

By Mr. Katzenbach:

Q. Any less than $5300?

A. No.

Q. And what makes the difference between $5300 and $5600 of car, the time of purchase of the ——

A. The time of purchase and perhaps the type of car. They have been purchased at different times in ten car lots, and each ten cars the specifications vary slightly. We tried to group our specifications for each lot we buy.

Q. Can you state how many that you have paid $5300 for and how many $5600?

A. On ten of the cars we paid $52,904.03, and then added the pay-within.

By Mr. Record:

Q. Fifty-two hundred dollars?

A. $52,904.03.

By Mr. Katzenbach:

Q. You say you added the pay-within features? What did they cost additional?

A. That includes the material, but the labor of putting them on I have taken would make it $53,000. I have figured the pay-within features, labor and material, cost about $350 a car. For ten cars, $680, or $68 per car for some of the prepayment features, but it would cost $350 for a complete labor and material installation of the prepayment features, including the payment of royalty, which is $100 per car, so these would actually have cost a little more than $5300 apiece. Then there were ten of the cars which cost $55,898.78, and five more of the cars, without the prepayment feature or labor or material, $53,593.12; ten more of the cars, $53,739.71.

Q. Do you know what the present value of a single truck closed car is?

A. New?

Q. New, yes.

A. Yes, I asked for a quotation on a new single truck car equipped with K-10 controllers, G. E.-80 motors, $3300 each.

Q. And those would be the character of cars that Mr. Rand suggests might be used for service during the middle of the day?

A. Yes.

By Commissioner Donges:

Q. And that is the type which you have on the cars?

A. Yes.

Q. General Electric?

A. We have some Westinghouse and some General Electric.

Q. The prices are about the same?

A. I should say so.

By Mr. Katzenbach:

Q. Any difference between Westinghouse and General Electric?

A. Some of the oldest motors we have are Westinghouse, and some of the oldest motors we have are General Electric.

Q. There is practically no difference in the price now?

A. In the general run, I should say not.

By Commissioner Donges:

Q. When did you receive your bid?

A. November 12th, 1915.

Q. From a car builder?

A. From J. G. Brill & Company.

By Mr. Katzenbach:

Q. Did you submit a list of the bridges and culverts upon the road?

A. I did.

Q. You didn't submit that, did you?

A. I also have a bid on open car bodies.

Q. Open car bodies? What was your bid?

A. Made in 1913, $1990, without trucks or electrical equipment, for the arch roof, $2025, or monitor decked.

Q. Which have you yourself arched or ——

A. Monitor deck.

Q. From what builder?

A. J. G. Brill & Company. You asked me a question which I didn't answer, about bridges and culverts.

Q. Yes. I want to know whether you submitted a list of the bridges and culverts?

A. I submitted a total. I don't know whether the list was submitted or not.

Q. Have you prepared a list?

A. I have.

Mr. Katzenbach: I think we better submit that for the benefit of any examination the Board might want to make and ask that it be marked.

(List of bridges and culverts marked Ex. T. & M.-62.)

By Commissioner Donges:

Q. How did you arrive, Mr. Johnson, at these prices?

A. I have bids on those five bridges, photographs of which were put in, and I just made an estimate, estimate of those.

Q. Your bids were to reproduce the bridge?

A. New, yes.

Q. What date?

A. November, 1915.

By Mr. Katzenbach:

Q. What was that bid?

By Commissioner Donges:

Q. They are the figures in Exhibit 62?
A. Yes. Corresponding to those bridges, photographs of which were put in the record.
Q. In no case are these the actual cost of the bridge?
A. No, in no case.

By Mr. Katzenbach:

Q. What contractor did you ask an estimate from, or contractors?
A. Newton A. K. Bugbee & Company, of Trenton.
Q. In your direct examination you gave an estimate upon the car barns, and so forth, I think, did you not?
A. Yes.
Q. Did you in your direct examination, say, in reference to the amusement park that is owned by the trolley company, known as the Spring Lake Park, anything in regard to the value?
A. I did not.
Q. What is the value of that piece of real estate, if you know?
A. I don't know. I should estimate somewhere in the neighborhood of $35,000.
Q. Do you know whether that is subject to a mortgage?
A. It is.
Q. Of how much?
A. Of twenty thousand dollars.
Q. Is it under lease or not?
A. It is under lease.
Q. That is, the lessees have an option to purchase?
A. They do.
Q. At what price?
A. I think it is thirty-five thousand dollars.

Mr. Record: May it please the Board, I would

like to object to this, all of this. It is an amusement park they don't own.

Mr. Katzenbach: Yes, they do.

Commissioner Donges: They have leased it. There is an option by the lessee, the company being the owner and the lessor, as I understand.

Witness: That is a correct statement.

Mr. Record: How is that?

Commissioner Donges: The company is owner and lessor.

Mr. Katzenbach: Yes, Mr. Grookett testified to that.

Mr. Record: What company is the owner?

Mr. Katzenbach: The Trenton Street Railway Company.

Mr. Record: The Trenton Street Railway Company is the owner?

Commissioner Donges: And lessor.

Mr. Katzenbach: And lessor.

Mr. Record: That is part of the property that went under the lease?

Mr. Katzenbach: That is part of the property that went under the lease, yes.

Mr. Record: It doesn't appear that this is street railway property.

Commissioner Donges: That may be.

Mr. Katzenbach: That is all arguable.

Commissioner Donges: That may be proper argument, and it may be in the conclusion this might be excluded, but the object in this is to put in the part of the tangible, part of the property owned by the company.

Mr. Record: I object to it.

Commissioner Donges: I understand that. You may answer the question.

(Last question and answer read.)

Q. In connection with the summary sheet of Mr. Brackenridge and Mr. Rand, have you prepared any other statements than those you have produced here? My recollection is you have not, but I want to make certain whether you have.

A. There is only one point that occurs to me, and that was that Mr. Rand stated he had not allowed anything for stock ——

Q. You mean Mr. Brackenridge?

A. I mean Mr. Brackenridge stated he had not allowed anything for stock stores, that is in the company's storeroom.

Q. What is the amount of stores that you carry from day to day?

A. I have it only on the inventory, our inventory of December 31st, 1913, $22,044.19; on December 31st, 1914, $15.786.04.

Q. Has it decreased since the last inventory in December, last year?

A. I should say it was approximately the same.

Mr. Katzenbach: That is all.

Further cross-examination.

By Mr. Record:

Q. Mr. Johnson, what became of that original estimate that you put in and which you had the totals

of your valuation of 1910? What became of the additions and details of that which you were to prepare? Did you ever prepare such a statement?

A. Yes, they were put in the record, if I remember rightly.

Q. I don't know that; when did that get in the record?

A. When I was examined.

Q. When you were examined before you produced a statement of your valuation of 1910?

A. Yes.

Q. And it had no figures on it whatsoever, except a total at the bottom of each sheet, but there were twenty or thirty lines on each sheet stating the amount and all sorts of details, but no figures. I asked you to put a figure on each one of those items you had on each sheet and give me the details. I understood you were to prepare such a sheet. If it is here I haven't seen it.

A. I think I have prepared everything I was asked for, and I think there is one put in the record since that time, my complete statement. Isn't that true?

Q. The first exhibit that you put in—that was the first one. That is Exhibit Number 2?

A. After that there was put in ——

Q. Exhibit Number 2 you have all kinds of details there on each sheet and no prices?

A. Yes. Then a statement was prepared and put in the record, I believe; I know it was prepared and I think it was put in the record.

Q. Then that has gotten by us and we have been looking for that all along.

Mr. Katzenbach: I don't know where it is. I think a reference to the record will show it in there.

Mr. Record: How did it get by us? We have been looking for it all along.

Mr. Katzenbach: Just how it got by you, I can't answer that question.

Witness: I know it was prepared and I was under the impression it is put in.

Q. If it was put in you have a copy?
A. Yes.

Mr. Record: I would like to get hold of that.

Mr. Katzenbach: If it isn't we will furnish it. I thought you testified to that.

Mr. Record: When? When he was on the stand originally I asked him a lot of things and he hasn't been back since.

Witness: I think on the last direct examination when I was on the stand that was put in.

Q. You mean I asked you one day and you got it some other day?
A. Yes.

Mr. Katzenbach: If it isn't there ——

Mr. Record: I am sure it isn't there. I call the attention of the Board to it, if I have got that. My information is it isn't in; I would like to have it. If it is in, I am in the wrong. I don't think you will find that among the exhibits.

Q. When you made up that exhibit which I have asked you to give the details of in your valuation of 1910, did you compare it with Mr. Betts' valuation about the same time?
A. Yes—well, I have compared it, not in that statement it isn't compared, but I have compared it, yes.
Q. That wasn't my question. My question was, at the time you made up your statement, you made it up in 1910, your original valuation?
A. Yes.
Q. You put in here?
A. Yes.

Q. When you made it up at that time did you compare it with Mr. Betts' valuation?

A. No. It was after I made my valuation that I knew he made one; I saw his.

Q. How long after?

A. I should say several months.

Q. Before the lease was ratified?

A. I think I didn't see his report until after the lease was ratified. I am quite sure I didn't know there was such a report.

Q. How did you happen to find out, after the lease was ratified?

A. I understood there was such a report and I asked for it.

Q. How do you fix it as after the finding of the Commission rather than before?

A. Because I remember I had been here some time operating the property after the lease has been approved, and then I was told a report had been made of the property, and I asked Mr. Betts whether I could have a copy of it.

Q. In these matters you have testified to, the last question or two, you say scrap rail, you are asking or offered eleven dollars a ton?

A. Yes, sir.

Q. What has been the prevailing rate in the last five years?

A. We have sold rail never below ten dollars a ton, and we have gotten as high as, I should say, twelve dollars a ton. I have been hoping we could get fourteen dollars.

Q. What was the prevailing rate, I asked?

A. The average, from ten to twelve dollars a ton, I should say.

Q. And the price is now not higher than it has been on an average?

A. On an average, no, not higher.

Q. What have you been accustomed to pay for spikes, I mean in the last five years?

A. About the same price.

Q. Prices have gone up?

A. They fluctuate a little, but very little.

Q. Do you know what the spikes in your road actually cost the company?

A. I do not.

Q. With reference to the ties: Do you know what they cost the company?

A. I do not.

Q. What is the lowest price on ties that you ever got?

A. Outside the culls, you mean? We bought a few cull ties.

Q. I am talking about ties such as you spoke of here. I don't care about any other kind.

A. We have bought ties, some at forty cents, very few.

Q. When?

A. We picked up about two thousand ties at forty cents from a man who had cut them northwest of Trenton, but we haven't been able to get any more at that price; that is the lowest.

Q. You don't know what the ties that are actually down did cost?

A. We have paid fifty and sixty cents for ties since.

Q. The bulk of the ties in your street railway company, you don't know what they actually did cost the company when they were laid, do you?

A. No, I do not know.

Q. Do you know anything about the market price of ties when they were laid here?

A. No.

Q. Do you know what the girder rail actually down in this town has cost the company?

A. I do not.

Q. This $39.90 is a quotation when? Did you say around the 1st of November?

A. That was rail bought last spring. I think I have the bill, April 6th, 1914.

Q. 1914?

A. Yes.

Q. Who were those bought of?

A. Loraine Steel Company. That is that rail, you mean?

Q. The list of special work that you have offered as an exhibit, when did you get that list up?

A. It is a list that we have had in our office. We have revised it and worked over it during the past month.

Q. Did Mr. Rand or Mr. Brackenridge ask you for that list when we first started this case?

A. I don't remember they did.

Q. Do you deny that they did?

A. No, I don't deny it. I don't remember; they asked me for a good many things, and I gave them many.

Q. What?

A. They asked me for many lists and statements, and I gave them a good many.

Q. Did the company pay for all these sidings and specials that you put in this list?

A. No.

Q. Do you know which ones you paid for and which ones you didn't?

A. Yes, we have the records of everything we paid for.

Q. Here is a list of sidings, of special work?

A. Yes.

Q. If it was paid for by someone else, like the Public Service Corporation, of course, it has no bearing here?

A. I didn't understand the question.

Q. (Question read.)

A. I thought you said did we pay for our pieces of special work. There is one piece, as I understand it, is the only one we did not have to maintain.

Commissioner Donges: That doesn't leave the record very clear. The question was, are there any of them not paid for by the company? Mr. Record, your question to Mr. Johnson was, are there any of these pieces of special work not paid for by the company?

Mr. Record: Yes.

Commissioner Donges: That, I take it, to mean the traction corporation.

Mr. Record: I mean the traction corporation or its predecessors; I am talking loosely, in that way.

Witness: At first I didn't understand your question. I understand it now; you mean the railway corporation.

Q. The first seven items here of double track on South Clinton and Liberty Street, two tracks of the Public Service Railway Company; isn't that a special that was put in and paid for by the Public Service Railway?

A. It is my understanding that we have to pay for all special work, except the one at the New Jersey—Pennsylvania Traction Company. We have had a good many discussions as pieces of railroad crossing have worn out, but we have always had to pay for them since.

Q. Those seven items, didn't the Public Service actually put them in and pay for them?

A. It is just before I came, but it is my understanding we did it.

Q. Your understanding is from whom?

A. From the company.

Q. What company?

A. My company. The general manager of our company has given me to understand that all the railroad crossings we are under obligation to maintain, except this New Jersey-Pennsylvania.

Q. Now, there are seven items which are furnished, I might say, as a justification for this difference. You don't know anything about that, whether you have to pay for those, whether they were put in and paid for by the Public Service Railway or not, do you, except what you were told by the general manager?

A. Except what I was told; I wasn't there then.

Q. Have they been renewed?

A. Not since I have been here; not this one you

speak of. Each that has been renewed since I have been here we put in.

Q. There are no agreements, Mr. Johnson, you know of concerning these cross-overs?

A. I have searched through everything we have and there are no agreements, except where we are the ones to pay for it.

Q. Touching these particular cross-overs?

A. No, not touching these particular cross-overs. We have some with the Pennsylvania Railroad ——

By Mr. Record:

Q. Have you ever repaired any paving at these cross-overs, that is, on those seven items?

A. On what?

Q. On those seven items I asked you about.

Commissioner Donges: The ones you referred to as the Public Service.

Q. It is labeled on your statement, the first seven items, Public Service Railway Company. Did you ever repair any of the pavement at those places?

A. I don't remember that we have constructed that paving. I would say we have repaired it. We are repairing paving—three times this year we have been over the system and repaired all the pavement.

Q. Mr. Johnson, I don't care anything about how many times you have been over the system. There are seven special items; I am asking you if you ever repaired the pavement at those special items. You can either say yes or no, it seems to me.

A. I don't know.

By Commissioner Donges:

Q. There must be something somewhere, Mr. Johnson, which would indicate the duty of the company in respect to those cross-overs.

A. Yes; it could no doubt be located. I should

say it would be dependent on which company laid the track first.

Q. There must be something.

A. There was no agreement, but that is customary, that the company laying the track last maintains the crossing. That could be determined.

Q. On that basis which company would you say was required to?

A. It is my understanding they were there first.

Q. That the Public Service was there?

A. Yes, but I would have to support that by exact data.

By Mr. Record:

Q. Do you know who was there first?

A. It is my understanding the Public Service was there first.

Q. Do you know?

A. I don't know.

Q. Somebody else told you that?

A. Yes; it is very difficult ——

Q. When you got a bid on the single truck cars, from whom did you get it?

A. J. G. Brill & Company.

Q. When?

A. Very recently, November 12th, 1915.

Q. Did you submit specifications?

A. I asked him for a bid on a single truck car of about twenty feet long with the K-10 control and G. E. motors.

Q. Suppose you had been after that car on an order, bona fidely to purchase, what would you have done?

A. Ask for a bid the same way.

Q. And then pay the price?

A. I would have asked for a bid from some other company also.

Q. Did you do that in this case?

A. No.

Q. You didn't actually shop in this case as though you were an actual buyer?

A. We asked him for a bona fide bid.

Q. I mean you didn't go through the different precautions as you would go through when you actually buy, did you?

A. No.

Q. Is the same true as to this bid on the bridges?

A. I asked Mr. Bugby to let me know what he would construct those bridges for and he gave me that figure.

Q. He knew you weren't going to build those bridges over again?

A. Naturally.

Q. You just showed him a photograph?

A. Yes.

Q. How soon did he answer you?

A. About a day later, twenty-four hours later.

Q. All you really asked him was to put a figure as to what it would cost, in his judgment, to replace it?

A. Yes.

Q. You didn't go to him as a contractor who had so much work and asked him to bid on it?

A. As a contractor?

Q. Answer my question. You didn't go to him as a contractor and say, I have a bridge of so much dimensions and I want you to bid on it, we are going to build it, did you?

A. All but the last words; I didn't say we were going to build it.

Q. Did you say to him you were going to replace the bridge?

A. No. I said, what will you build this bridge for.

Q. And you showed him a photograph?

A. Yes.

Q. He knew that bridge didn't have to be rebuilt?

A. I suppose he did.

Q. As to this park property: How big is that?

A. As I remember it, there are about a hundred acres, a little more than a hundred acres in the property.

Q. What is it used for?

A. An amusement park.

Q. All of it is used as an amusement park?

A. All under lease of an amusement park.
Q. What is it used for, all used for an amusement park?
A. Yes.
Q. None used for any farming purposes?
A. I believe they cut hay there each year.
Q. Who cuts the hay?
A. My company; the company I represent.
Q. Isn't it let out for farming purposes?
A. Not that I know of.

By Commissioner Donges:

Q. Where is that located?
A. South Broad Street, away down.
Q. And on the line of your road?
A. Yes.
Q. And your company has no interest in the operation?
A. No; the lease was made before we came here.

By Mr. Record:

Q. Mr. Johnson, in your certified list of stockholders you appear as the holder of 748 of the common and 750 preferred; that is a half interest in the company?
A. About, yes.
Q. Do you own a half interest in the company?
A. I do.
Q. That is bona fidely in your name?
A. Yes.
Q. Mr. Oscar T. Crosby appears as owner of the other half, except for these qualifying shares?
A. Yes.
Q. Does he own the other half of this property?
A. He does.
Q. Do you know whether Mr. Crosby owns that stock put down here or not?
A. Yes. I know he did own it; I suppose he owns it today.
Q. When was the last time you knew he owned it?

A. Just before he went to Belgium. He must own it; he has made no announcement.

Q. You and he own the company?

A. Yes.

Q. How long have you owned the company, from the start?

A. Yes.

Q. You and he negotiated this lease?

A. Yes; he negotiated the lease.

Q. When was your last annual meeting?

A. The regular time; I don't remember; February, I think it was.

Q. Who appeared? Did he appear?

A. No— Yes, he didn't go until April—the record would show who were there.

Q. I am asking you. I know the record would show. I am asking you if he was there.

A. I think he was, if it was before he went away.

Q. When you formed this company how much money did you and Crosby put in it?

A. Mr. Crosby negotiated the lease and that was bought by the company.

Q. And the company's stock was issued for the lease?

A. No. The company paid Mr. Crosby $300,000 for the lease.

Q. Where did they get the $300,000?

A. From the sale of the stock.

Q. To whom?

A. To Mr. Crosby and myself.

Q. Yes, but Mr. Crosby turned that lease in for the $300,000 stock, didn't he, and then divided the stock with you; wasn't that the way it was done?

A. No.

Q. Was there any $300,000 cash paid in by anybody?

A. Yes.

Q. Was it paid right out again?

A. No.

Q. Do you mean to say that a check was drawn to the order of the company for $300,000?

A. Yes.

Q. By whom?

A. $150,000 by me and $150,000 by Mr. Crosby.

Q. Did each of you have in the bank the amount of money to answer those checks when they were drawn?

A. Yes.

Q. That amount of cash was paid bona fidely into that company?

A. Yes.

Q. What became of the money?

A. Paid for the lease.

Q. Paid to whom?

A. To Mr. Crosby.

Q. Then the $300,000 was going right in and turned right around and coming right out again?

A. Well, that was what was done.

Q. As a matter of fact that transaction was, you exchanged checks, one check cancelled the other, didn't it?

A. One check equalled the amount of the other.

Q. You put in $150,000 cash, into that property, and he put $150,000, and the company draw a check of $300,000 to Mr. Crosby for their lease; is that your version of it?

A. Yes.

Q. What did Mr. Crosby do with the $300,000?

A. I don't know.

Q. Didn't he give back half of it to you?

A. No.

Q. You put in $150,000 of your good money into this property?

A. Yes.

Q. Into the treasury of the company?

A. Yes.

Q. And the $300,000 that went into it all went back to him?

A. Yes.

Q. And he gave you no part of that?

A. No.

Q. Directly or indirectly?

A. No.

Q. Where is the individual stock that you hold, the certificates?

A. In the safe deposit vault.

Q. Where is his stock?

A. I don't know.

Q. When you say it is in the safe deposit vault, you mean in your vault; it isn't hypothecated?

A. No.

Q. It is unpledged and in your possession?

A. Yes.

Q. Did you ever have any arrangement or agreement with Mr. Crosby when you went into this transaction?

A. No.

Q. Did you borrow the $150,000 you put in there?

A. I borrowed some of it.

Q. How much?

A. $100,000.

Q. For whom?

A. From J. G. White & Company.

Q. What did you put up as collateral, stock?

Mr. Katzenbach: I don't know that is very material.

Mr. Record: I think it isn't fair, except—I don't want to pry into his private affairs——

Q. Did you put up this stock as collateral?

A. No.

Q. Did you secure them in any way by using your interest or prospective interest in this company?

A. No.

Q. Do you know where Mr. Crosby got his $150,000?

A. I do not.

Q. Where is the city line through Brunswick Avenue, Mulberry at Plum?

A. It is in the street.

Q. What part of the street, the center?

A. Yes.

Q. Don't the tracks run on the Lawrenceville road just east of Mulberry?

A. The tracks run on the Lawrenceville road.

Q. Just east of Mulberry?

A. Yes, pass Mulberry—yes, as I understand your question.

Q. And that is outside the city line?

A. It is where the city line is, in the center of the street. If it isn't inside, it is outside; it amounts to the same.

Q. There is no paving in the city outside the city; it is either in the city or it isn't.

A. I don't know as I can make it clear. Call it either one. If you call it in the city it goes to the paving in the city; call it outside, it is the paving outside and it is omitted in either case.

Q. Is there any paving there?

A. Yes.

Q. Do you remember where you dump your ashes for ballast, the Lawrenceville road?

A. Yes.

Q. Did you dump it there?

A. No; we dumped it just beyond there.

Q. Just east of Mulberry Street?

A. No, quite a little ways east in reference to the distance of Lawrenceville from Mulberry.

Q. Isn't Ferry and Plum Street beyond Mulberry Street?

A. I can tell you where Ferry and Plum is.

Q. You said you paved this much of the rail?

A. From Mulberry Street out it is paved.

Q. Is it paved from Mulberry Street out between your tracks?

A. Yes; out to the end of the girder rail.

Q. How far does the girder rail run beyond Mulberry? Isn't it only one hundred feet, Mr. Johnson?

A. I can't tell you without measuring. It is on our records.

Q. You said one thousand feet, I am asking you if it isn't one hundred feet.

A. No, just what our records say.

Q. Didn't you do this yourself?

A. This particular statement was made by our men.

Q. What do you mean by "our men"?

A. General manager and superintendent, Mr. Storer. After Mr. Swan's statement came out.

Q. Isn't Mr. Swan's width of fifteen feet for double track the widest you have in the city? Isn't that the widest land you have got?

A. No. The gauge of the track is five foot, two inches and where there is a double track, twice the gauge would be ten feet, four inches. The dummy between the tracks is, in many cases, four feet——

Q. Isn't it true in many places it is only thirteen and a half feet over all?

A. Yes, in some places the dummy is three foot, eight inches.

Q. Isn't it at the track in South State and South Clinton?

A. Where there is that width of street, that is true. In many cases it is more than that.

Mr. Katzenbach: You asked for the widest point.

Q. Where is the widest point? Where is it more than fifteen feet; what street can you remember where it is more than fifteen feet?

A. It is eighteen feet in a good many cases.

Q. Whereabouts?

A. It is arrived at in this way: The gauge of the track is five foot two inches, where there is double track twice the gauge would be ten foot, four inches.

By Commissioner Donges:

Q. That is the width of both tracks?

A. Yes. The width of the rail we take two inches, four times two inches is eight inches. We have to pave in double tracks two feet each side of the outside rail, that is four feet more. In some cases in the city our dummy is four feet wide. That all makes nineteen feet.

By Mr. Record:

Q. Who was the contractor that furnished the cobble pavement?

A. The Newton Paving Company.
Q. When?
A. On November 16th, 1915, and in 1910——
Q. They actually paved at places?
A. No. You said furnished the quotations, didn't you?
Q. No. You talked about a cobble pavement that had actually been done, I understood.
A. No; I said I got a quotation from the contractor of the cost of paving.
Q. You got a quotation from the Bugby people?
A. No. Newton Paving Company.
Q. Did you state to them you had some paving to be done with cobbles?
A. I just asked him to give me a quotation on paving, cobble, he furnishing the labor and material.
Q. Are they cobblestone people?
A. They do practically all the paving we have done. They are the paving contractors in Trenton.
Q. Did they ever lay cobble paving for you?
A. They haven't laid cobblestones.
Q. Have they ever laid any cobblestones, as far as you know?
A. I don't know. They do a great deal of paving. I don't know anything about it.
Q. Haven't you laid a lot of cobblestone paving?
A. Not since I have been here.
Q. On Pennington Avenue haven't you laid some?
A. Yes. We have done some cobblestone paving, repairing where cobblestone paving exists.
Q. What did it cost you?
A. Taking the labor of our own men, I haven't figured all that cost us. It is just doing repair work.

Mr. Record: I think that is all I want to ask.

Mr. Katzenbach: That is all. Do we meet here next Tuesday at twelve o'clock?

Mr. Record: Is this the end of the case?

Commissioner Donges: This, I understand, to be the conclusion by both sides.

Mr. Record: I will put Mr. Swan on for a few seconds. I don't want to leave it that way.

ABRAM SWAN, JR., resumes the stand for rebuttal.

Further direct examination.

By Mr. Record:

Q. Did you hear Mr. Rand request of Mr. Johnson this list of special work at the beginning of this trial?

A. He asked for the blue print of what special work there was.

Commissioner Donges: I guess the record is the best evidence of what was asked for.

Mr. Record: What is that?

Commissioner Donges: The stenographer's minutes are the best evidence of just what was asked for.

Mr. Record: I don't mean what was asked for in open court.

Q. That request took place in the company's office?

A. Yes, sir.

Mr. Record: The point is, this is brought in today; I would like to have it appear on the record they had it and didn't give it to us.

Q. Mr. Johnson has criticized your statement of the amount of pavement. What have you to say to that criticism?

A. Why, there was mention made of no allowance for certain turnouts. Well, I will state that the tracks, double tracks of the railroad company, are not of a uniform width throughout the city. In some places from outside of rail to outside of rail it is only thirteen and a half feet, and I allowed in those places as an average width fourteen and a half feet, and in almost the entire, or about seventy-five per cent. of the double track I allowed fifteen feet in width.

Q. Then in making this statement up you made an extra allowance to average for the extra width?

A. I gave them the full width, yes, sir.

Q. Is it your judgment that your average is sufficient——

A. It would more than balance what turnouts there are.

By Commissioner Donges:

Q. Does that include the paving outside the rail, Mr. Swan?

A. No; I have noted beyond that, on my statement, plus four. It is two feet, one foot on either side of the track at the beginning, and when the street is repaved, that is two feet on either side of the track.

By Mr. Record:

Q. You have given that?

A. I have allowed that and the calculation is made in addition to the fifteen feet.

Q. What do you know about the seven items on Commission Exhibit Blank, the first seven items labeled Public Service Railway, special work?

A. I know they were placed in there by the Public Service Railway on the first items, five I think, and two others the New Jersey & Pennsylvania Traction Company placed there by themselves, that is, by those companies that I have mentioned, the Public Service and the New Jersey & Pennsylvania Traction, and they maintained them, maintained the paving in them.

Q. What company was there first?

A. On Pennington Avenue and Willow Street the Trenton & Mercer County Traction Company's rail was there first; in every case the Trenton & Mercer County Traction Company's rail was there first.

Q. And then these people came and constructed the special work you describe?

A. Yes.

Q. That you know of your knowledge?

A. I know.

Mr. Record: That is all.

Further cross-examination.

By Mr. Katzenbach:

Q. Mr. Swan, you say that you asked Mr. Johnson for a list of the special work?

A. No, Mr. Rand did, I didn't.

Q. Didn't Mr. Brackenridge get a list of the special work from Mr. Johnson?

A. Not to my knowledge.

Q. Would you say he didn't?

A. I didn't. I merely answered the question. I heard Mr. Rand ask for it. I have gone over these papers and I have never seen it.

Q. Then this list of paving in the city which you offered here was, in some instances, approximate and not the actual dimensions of the pavement?

A. As I stated in my former testimony and testifying on that, it was only approximate in some cases. It was impossible to get the record. I asked the company for the record, or rather Mr. Johnson, and was told he hadn't it, and I made this up myself from time to time and I made it up from records I got from Peter E. Hurley in 1910, which is prior to his going there, prior to the company leasing it, which I have in my possession now.

Q. Who is Peter E. Hurley?

A. General manager of the Trenton Street Railway, or Trenton & Mercer County Traction Company.

Q. Do you know who maintains these Public Service crossings, whether it is the Trenton & Mercer County Traction Company or the Public Service?

A. The Public Service maintained them.

Q. That you know?

A. I will state I was only in touch with Mr. White this morning in regard to his paving in those bridges last year, and every year about this time he gives me authority to do the work and present a bill to him.

Q. For the paving?

A. For the paving and maintaining these crossings; not the track itself.

Q. The steel work?

A. The steel work. I know where I approached them on moving the tracks at the corner of Liberty and South Clinton about a month ago and they told me they didn't want to move it; that is, the Public Service Company; they would rather I not move that track and we did nothing; South Clinton Avenue, as it would be up to them to change their entire track there.

Mr. Katzenbach: That is all.

Commissioner Donges: There is nothing further?

Mr. Record: I just want to put in a special exhibit.

E. C. M. Rand resumes the stand.

Further direct examination.

By Mr. Record:

Q. I show you a paper and ask you what it is.

A. That is the result of my physical examination of the tracks and special work of this company in

the city and outside of the city made on the spots where the special work is located.

Mr. Katzenbach: Just let me see it.

Q. Do those sheets contain a free-hand sketch?

A. A free-hand sketch of every piece of special work.

Q. Taken in the city?

A. Taken in the city by me.

Q. Did you ask Mr. Johnson, before you did that work, for a list of that special work?

A. I did. Probably I had better tell how I happened to ask him.

Q. Yes.

A. When I started into this case I suggested to Mr. Bird that he make out a subpoena duces tecum for the blue prints and description of the property, all books and records. Then subsequently there was another subpoena duces tecum made out and in return to that Mr. Macpherson came here and Mr. Katzenbach said we would have free access to the records and data in the office. On that statement Mr. Swan and Mr. Brackenridge and myself after the hearing, went to the office. I personally asked Mr. Johnson, as one of the first things, for the blue prints and description of the special work belonging to the property, and the first I have seen is this statement here submitted——

Q. Did you get that?

A. No.

Q. Then you had to do the work personally, by personal inspection?

A. Personal inspection.

Mr. Record: I offer that in evidence as the original notes taken on the property.

Further cross-examination.

By Mr. Katzenbach:

Q. The question you asked Mr. Johnson was as to whether he had any blue prints of the special work?

A. I asked for them.

By Mr. Record:

Q. For the blue prints?
A. Yes, because I was anxious——

By Mr. Katzenbach:

Q. Mr. Johnson said what?
A. Mr. Johnson said he had no prints and did not have a list of them. I ask him where I could get it. He said I could probably get it in Philadelphia, because he didn't know where it was.

Commissioner Donges: Is there any objection to them?

Witness: It is my original memoranda.

Mr. Katzenbach: I don't think I will have, because I don't believe anybody can read it.

Witness: I made it in an automobile.

Mr. Katzenbach: I don't object to anything except if there are any comments I don't think the comments should go in.

Commissioner Donges: The field data.

Mr. Record: This was made on the property.

Commissioner Donges: This will be admitted and marked.

(Drawings of special work marked Ex. 0-61.)

Mr. Record: That is all.

Mr. Record: What is the status of this bill of complaint that originally made all the trouble and

what is the status here? After offering that in evidence we had some discussion one day, and I want to make sure at the end. My point is, he has a lot of affidavits attached to that bill. I objected before, and I reiterate my objection to the affidavits being considered in any way—I am perfectly willing any facts there that we all agree on, any data, anything not in controversy, you won't have any trouble proving it, but these affidavits——

Commissioner Donges: Let us see first what Mr. Katzenbach's idea is in making the offer.

Mr. Katzenbach: I think we understood one another as to that. I presume all this document is just simply a reprint of the certified copy of the original documents and there are certain affidavits there, and there were certain affidavits that were submitted by Mr. Record in printed form, that were used before the United States District Court. Now, the situation was that I have had no objection to the offering in evidence of Mr. Record's affidavits and they were all offered in evidence, except a stipulation as to the affidavit of Mr. Bird——

Commissioner Donges: Well, they were offered because they contained a statement of fact and were actual copies of city records, in lieu of the production of the officials and records themselves.

Mr. Katzenbach: Some of them didn't and they were also offered, and I said I had no objection to them. Mr. Record had no objection to my affidavits, except he did not want to admit that this resolution was rescinded; so that I proved that fact. I think that all of that is in evidence.

Commissioner Donges: I don't understand, however, that you offer this record with the idea that the affidavits are to be taken as testimony in this case, but simply the record was offered because it contained what you regarded as documents in the

form in which they were submitted to the District Court, which would be evidence here and it was for the purpose of getting those documents before this Board in a form that would be readily used that——

Mr. Katzenbach: Originally it was sought to prove the documents, then Mr. Record came forward with the printed copy of the affidavits he used. I admitted all those. Then Mr. Record, I think you will find the transcript shows he had no objection to the bill of complaint, affidavits or anything else, except he wanted proof of the fact of the rescinding of this resolution, and so I offered that.

Commissioner Donges: For what purpose do you offer this record? Do you offer the record with the idea that the affidavits annexed to your bill of complaint shall be taken as evidence?

Mr. Katzenbach: Shall be considered by the Board with reference to the legal questions involved.

Commissioner Donges: And nothing more?

Mr. Katzenbach: Nothing more.

Mr. Record: I think the Mayor stated my position accurately except one point. I said if these affidavits contained any statements, that it had gone out of my mind how many of them I objected to, but I remember one, I remembered there was no statement in any affidavit as to when that rescission was signed (that is a sample), that is my recollection. I treat that as a sample, I don't know of anything else in those, I don't know whether we are quarreling about anything. I haven't had a minute to find that out. Just as we close this up, I would rather take a short time and read those affidavits; I don't propose that those affidavits go in as though the man stood on the stand and testified. In my case I simply offered to prove things that these city officials could testify they took these record off the books. But in his case it wasn't so. You didn't object to it.

Mr. Katzenbach: I had no objection to his affidavits and I didn't think he had any objection to mine, except the rescission resolution.

Commissioner Donges: Is there any material fact contained in the affidavits annexed to the bill of complaint to which you refer which you desire to have treated as proof of that fact?

Mr. Katzenbach: Nothing except as to the consideration of the legal questions involved.

Commissioner Donges: By that you mean you desire, in the offer of the documents on which you base your legal contention, the right to have the affidavits as to the procedure affecting those documents, in the case?

Mr. Katzenbach: Yes. That is to the legal question involved in the case.

Commissioner Donges: The order and the time when the various steps were taken in passing the ordinances and entering into agreements, and things of that kind?

Mr. Katzenbach: Yes, most all the affidavits contain have been given in the evidence in this proceeding; as for instance, in Mr. Johnson's testimony—there were only two affidavits and Mr. Johnson has supplied the testimony practically of his affidavit as to the strip tickets, the amount and the numbers and things of that kind, and Mr. Grookett supplied most of the evidence that I think was in evidence by Mr. Rigg's president of the Trenton Street Railway Company.

Mr. Record: I am not sure we are quarreling over anything. Only I don't want—don't want to close until I read that affidavit. I ought to have done it before. I don't think we are quarreling about anything.

Commissioner Donges: Can you stipulate that the bill of complaint and the affidavits annexed thereto shall be considered by the Board only so far as they relate to the steps taken to accomplish the passage of the ordinances and agreements and other matters which affect only the legal question as to the right of this company to charge a five-cent fare?

Mr. Katzenbach: Yes.

Mr. Record: I would make this suggestion that if I, in reading over those affidavits, if I find one of those men if sworn would testify to the facts——

Commissioner Donges: As to the date when something occurred?

Mr. Record: To a fact to which I dissent, (do you see) to which our information is contrary, that then I have the right when we come here Tuesday to dissent to that and get him then and there to make the record right. I don't want the case——

Mr. Katzenbach: I don't feel like agreeing to any such stipulation as that. We threshed the affidavits out very carefully at one time. Mr. Record formally argued the case before the United States Court and if he will point out anything in the affidavits that is not so I might take a different view. I think all the facts are admitted.

Mr. Record: Just a minute. Here is the kind of statement I object to: John A. Rigg; Rigg states that these tickets were discontinued and then voluntarily put back and then he says that the City of Trenton asked the company to waive notice of a new ordinance and that the city claimed it had the right to amend an ordinance at any time after due notice. And then he says the city "requested the Trenton Street Railway Company to waive the provisions of the ordinance relative to notice of alteration or amendment thereof; that upon the

faith of such averment, believing the representation of the city authorities to be correct and true." They afterward come back and later on say they were imposed on by the city, and that is one of the statements. I don't want that to be testimony in this case.

Commissioner Donges: I don't understand you are bound by any of the statements contained in any of the affidavits, under Mr. Katzenbach's offer, except such statements as to the time and the order in which certain documents, which he has admitted were brought into being (as I understand your offer) that a statement of the kind read by Mr. Record it is not your intention to have——

Mr. Katzenbach: That is already stated in the resolution, of the documents themselves.

Mr. Record: That is very important.

Mr. Katzenbach: I can't see anything would be hinging on that one way or the other, because the resolution which I have offered and which I have agreed to accept, one that has been proved, recites that very thing. If there are any other things, Mr. Record——

Mr. Record: Yes. I think we can clear this right up. Here is the testimony of Mr. Johnson. Now, do you want any of that in? That is all about capitalization; he has gone over that and I cross-examined about it and that I would rather be the record than this.

Mr. Katzenbach: No objection to it at all.

Commissioner Donges: Mr. Katzenbach says he is willing you exclude it.

Mr. Record: We come to the further part "that the money realized from the said issues of bonds

and capital stock has been spent upon the construction, maintenance and improvement of the line of street railway now under lease to the Trenton & Mercer County Traction Corporation'' and so forth; ''in reliance upon the laws, ordinances and agreements by which the Trenton & Mercer Traction Corporation, lessee, had the right, power and authority to charge and receive for the transportation of each passenger over the age of five years within the limits of the City of Trenton the sum of five cents.'' That is all controversy; that is all we are fighting about. I don't want it to appear without cross-examination; I don't know what became of the proceeds of these preliminary issues of these stock and bonds of these predecessor companies.

Commissioner Donges: Mr. Record, it isn't your thought this Board would be bound by anything in the affidavits——

Mr. Record: It is my thought if I don't get that record right and it goes to the Supreme Court, we would be held by that affidavit.

Commissioner Donges: This Board wouldn't be precluded from determining what the fact might be, because it was contained in an affidavit because it might even be regarded as the testimony of the witness here; if it were admitted we would not be bound by it.

Mr. Record: No, you would not be bound by it. But if I let that go in by consent I am bound by it. I don't want any finding to be against me on that——

Commissioner Donges: But we would be precluded in determining what the truth might be about facts testified to?

Mr. Record: I don't think that is so, but I do think if I admitted it I am bound to admit it is in the record. Doesn't that——

Commissioner Donges: Suppose you do——

Mr. Record: This is the Johnson affidavit.

Commissioner Donges: Suppose Mr. Record makes a list of the matters to which he objects and next Tuesday—I assume it will make no difference perhaps in the argument of counsel whether these facts or any particular statements of this kind are admitted or not, if the documents upon which you base your claim are admitted, whether the affidavit in its entirety comes in or not—and we could settle it on Tuesday.

Mr. Katzenbach: I think an examination of the affidavits will disclose that substantially everything is in here and there might be a conclusion arrived at in the affidavit—from something in the affidavit.

Commissioner Donges: The point is it might take an hour to settle now, that then wouldn't take five minutes.

Mr. Record: And one other point, he says here in two or three places that you have the right to charge five cents; of course, that isn't important.

Mr. Katzenbach: That don't make it so.

Mr. Record: I don't wish to object to anything about which there is any consent.

Mr. Katzenbach: Mr. Record don't want to be alarmed that there is anything in the affidavit which makes such a claim as that, because that, as I say, is a matter of law. It was simply a statement or conclusion of law by Mr. Johnson in the affidavit.

Commissioner Donges: My suggestion was you take these affidavits up and consider them with a view to bearing on the whole controversy and then if you have any objection state it specifically when

we meet on Tuesday, as we will consider this case at that time, and they can then be disposed of. It may be then there will be no objection.

Mr. Record: It may be I will have no objection. Well, I agree to that, and further I will try to look at them tomorrow and write tomorrow if I see no objection to them.

Mr. Katzenbach: I will state my objection to any affidavits of yours.

Mr. Record: Yes. I haven't a thing here but what I stand ready to have the man prove.

Commissioner Donges: Suppose we leave the matter in this way: Mr. Record will let you know before Friday whether he has any objection, and what, and to what part——

Mr. Record: Yes.

Commissioner Donges: Of the affidavits.

Mr. Record:

Commissioner Donges: And if there is any objection on either side then we will go on Tuesday with the proof.

Mr. Record: Put the proof right on.

Adjourned until Tuesday, November 23rd, 1915, at the State House, Trenton, N. J., at eleven o'clock, A. M.

TWELFTH HEARING.

Trenton N. J., Tuesday, November 23, 1915.

Before the following Commissioners: R. W. E. Donges, Esq., J. J. Treacy, Esq., J. W. Slocum, Esq., F. H. Sommer, Esq., Gen. Counsel. P. Betts, Esq., Chief Inspector.

For City of Trenton appears George L. Record, Esq.

For Trenton & Mercer County Traction Corporation appears F. S. Katzenbach, Jr.

Mr. Katzenbach: I presume that Mr. Record will make his argument, as the burden is, according to the ruling of the Board, on the traction company.

Commissioner Donges: That ordinarily would give you the opening and closing.

Mr. Katzenbach: I presume there is no opening that probably is desired. If there is, I will make the opening.

Commissioner Donges: Perhaps Mr. Record will waive it.

Mr. Record: I don't care to make any stand about that. If I have to go first, I don't care.

Commissioner Donges: I presume if Mr. Katzenbach desires to waive the right of opening he can present his reply.

Mr. Katzenbach: That will leave everything entirely completed except the argument?

Mr. Record: That is right. Mr. Brackenridge was asked to produce a statement, and it has been a pretty complicated job, and he has just been able to get it.

Commissioner Donges: Supporting data?

Mr. Record: Yes.

Commissioner Donges: Calculations?

Mr. Record: Calculations, and so on, that were asked him. That ought to be marked, it seems to me.

Commissioner Donges: I think Mr. Katzenbach asked for details as to how he figured certain paving, and some concrete, and matters of that kind.

Mr. Record: Yes, and these are the statements made by Mr. Brackenridge, as I understand it. He is at the telephone; I offer them, or if you want, I will have him go on the stand.

Mr. Katzenbach: No, I don't care about that. The understanding was they were to be submitted.

Mr. Record: They ought to be marked in some way.

Commissioner Donges: It ought to be given the next number.

Mr. Record: This is offered in the record as Mr. Brackenridge's statement, submitted in response to the question of Mr. Katzenbach, explaining in detail, being another way of explaining how he arrived at his conclusions.

Commissioner Donges: It will be given an exhibit number.

(Supporting date of Mr. Brackenridge marked Ex. O-45.)

Mr. Record: I wrote Mr. Katzenbach a letter and I say I thought in those affidavits I ought not to have the affidavit of Mr. Rigg stand where Mr. Rigg says the Board of Directors was misled. I would like to have him say whatever he chooses about that. In the first place, it is one man dealing with seven or eight men's minds; it isn't good evidence; and in the second place, he hasn't been cross-examined. It seems to me in fairness that ought not to stand. I am not asking anything to stand that is a conclusion, anything else; I am just asking to stand as many affidavits of facts we could produce, what everybody admits.

Mr. Katzenbach: That is the only thing, I understand.

Mr. Record: That is the only thing.

Mr. Katzenbach: I have no objection to excluding that from the affidavit of Mr. Rigg. It seems to me to be immaterial, but I will consent to its being excluded.

Commissioner Donges: Then it is understood it shall be, as far as the record is concerned, expunged, the affidavit of Mr. Rigg, that part which deals with his statement that the Board of Directors were misled by any contention on the part of the city; is that it?

Mr. Record: Yes.

Commissioner Donges: And then, subject to that qualification, the affidavits offered by both sides are admitted.

Mr. Katzenbach: Yes.

Commissioner Donges: For use.

Mr. Record: The stipulation includes the state-

ment in Mr. Rigg's affidavit, the rescission was by reason—the rescission of their original resolution was caused by these misstatements, their discovering there were misstatements. That goes out too.

Mr. Katzenbach: Yes, it goes out of Mr. Rigg's affidavit.

Mr. Record: Yes, goes out of Mr. Rigg's affidavit.

Commissioner Donges: So it won't appear then before us?

Mr. Katzenbach: No.

Mr. Record: All it appears you did rescind.

Mr. Katzenbach: Yes.

Mr. Record: The cause of the resolution's rescission, that was testified to?

Mr. Katzenbach: Yes, that was proved.

Commissioner Donges: Mr. Grookett testified to that from the minute book; that is to say, he testified to the act of the directors.

Mr. Record: He testified only that was on the books of the company.

(Mr. Record submits his brief and argues on behalf of objectors, City of Trenton.)

(Mr. Katzenbach submits his brief and argues on behalf of petitioner, Mercer County Traction Corporation.)

(Matter taken into conference.)

REPORT OF PUBLIC UTILITY COMMISSIONERS, DEC. 13, 1915.

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITY COMMISSIONERS.

In the Matter of the Proposed Withdrawal from Sale of Six Tickets for Twenty-five cents by the Trenton & Mercer County Traction Corporation, on Street Railways Operated by It.

Report.

George L. Record and Charles E. Bird, for the City of Trenton.

Edward M. Hunt and Frank S. Katzenbach, Jr., for Trenton & Mercer County Traction Corporation.

Frank H. Sommer, for the Commission.

Under date of August 13th, 1915, the Board received a communication from Trenton & Mercer County Traction Corporation, by Rankin Johnson, President, which notified the Board that the company and its lessors had "for many years past" sold six tickets for twenty-five cents, that owing to decreased revenue and increased cost of operation the company intended to discontinue this practice and to withdraw the tickets from sale and would exact a

five-cent fare for carrying each passenger over five years of age, and that under the charters and ordinances by virtue of which it operated its roads it was entitled to exact such fare.

In a later communication the company advised the Board that it intended to withdraw the sale of such tickets on August 20th, 1915.

The Trenton & Mercer County Traction Corporation operates as lessee the railways of the Trenton Street Railway Company, the Mercer County Traction Company and the Trenton, Hamilton and Ewing Traction Company. The tickets, withdrawal of which was proposed, have been and are sold as mentioned above and each ticket has been and is accepted as the equivalent of a five-cent fare for transportation on all of the leased lines of said company.

On August 17th, 1915, the Board entered an order suspending the increase in the existing individual and special rate, and the change or alteration of the existing classification, as proposed by the company, and fixed a time for hearing. Hearings were held and the matter was finally submitted November 23rd, 1915.

The company contended that the Board was without jurisdiction to inquire into the justice and reasonableness of the proposed change because the ordinances passed by the City of Trenton, under which it operates, constituted inviolable contracts by which the rate of fare for each passenger over five years of age is fixed at five cents.

We have examined the acts of incorporation and ordinances upon which this claim is based. In our judgment they do not support such claim, nor do they preclude us from the exercise of the jurisdiction conferred by the Act creating this Board and defining its powers.

In the judgment of the Board the proposed withdrawal of tickets would result in requiring the users of such tickets to pay a higher charge or rate for carriage on the cars of respondent, and involves an increase in the charge or rate to be paid by them for

such service, and further involves a change or alteration in the existing classification or rates and charges.

The question before us is, therefore, whether the proposed increase, change or alteration in charge, rate or classification is just and reasonable. To determine this question we turn to the proofs before us.

Incidentally, it is to be noted that the tickets in question have been sold by the company and its predecessors for upwards of twenty years.

Valuation.

The books of the Trenton Street Railway Company and its subsidiaries produced, are incomplete and do not disclose the actual cost of the property. The books do disclose some information as to the amounts of stock and bonds which were issued by the subsidiary companies. The amount of stocks and bonds so issued, however, bear no necessary relation to reasonable cost or value.

There is in evidence a valuation made by the Board's engineer in the spring of 1911 in connection with the lease of the properties to a new operating company. There is also a valuation made in a very general way by Mr. Rankin Johnson, based upon an investigation which he made in 1910.

In addition, there is a valuation made for the purpose of this case by engineers representing the city, Messrs. Rand & Brackenridge, and, a fourth valuation made up practically as of the present time by Mr. Rankin Johnson for the company. There is also in testimony data concerning the expenditures upon this property since 1910. The proper classification of these expenditures as between construction and maintenance accounts is subject to some doubt and consequent criticism. An examination of the charges to these accounts has been made by the Board's examiners, assisted by one of its engineers, Mr. Ingham, who is familiar with street railway

construction. The Brackenridge estimate made for the city discloses certain errors and omissions due to the use of low unit prices and to insufficient estimates of quantity. When corrected in these respects, it will be found that the Brackenridge estimate of value does not differ greatly from the value of the property as determined by us.

The Johnson valuation is subject to some criticism, also, as it is more or less based upon his estimate of 1910, with additions for the work done since that time.

In view of all the testimony with regard to valuation of this property, we are of opinion that the best estimate can be made up by taking the Betts' report made in February, 1911, deducting from the inventory in that report the items which have since disappeared, adjusting the values where the testimony in this case shows substantial error, and adding thereto the amounts found by the Board's examiners to be properly chargeable to road and equipment during the period from February, 1911, to the present time.

The value placed upon this property by the Board's engineers in 1911, which valuation was made for the purpose of considering whether approval of the lease should be given, was, omitting overhead charges $2,387,950.

This valuation includes materials and supplies on hand at the time, these items being properly classified as a part of working capital.

Deductions from the above because of items removed, are as follows:

No. 1 engine and two generators 300 k. w. @ $120.	$36,000.
Two 125 h.p. h.r.t. boilers	2,500.
1 battery booster	950.
2 storage batteries	20,000.

Excess value allowed for old ma-

chinery, 1900 k.w. @ $30. per k.w.	57,000.	
No. 3 generating unit, nearly obsolete, 750 k. w. @ $30. (full value being $60. per k.w.)	22,500.	
Old horse car barns:—		
Land	7,687.	
Buildings	19,200.	
Line from Yardville to Crosswicks, not now in the service of the public	25,300.	
Land in Yardville	$875.	
Total deductions taken as		$192,012.
		$2,195,938.

Spring Lake Park, owned by the company and partly rented for resort purposes is valued by the company at $35,000. An outstanding mortgage leaves an equity of $15,000. The value allowed in the Betts' report for this property was $16,875. This amount should be deducted, because we conclude it is not property used or useful in transportation service. This reduces this figure to $2,179,063.

Additions.

Before adding the cost of work done since 1911 some additions must be made for inadequate allowances in the Betts' estimate of 1911. Value of land was obtained by taking the assessor's valuation and adding thereto 25% on the assumption that land was assessed at 80% of its true value. There does not appear to have been any great error in the valuation of the land occupied by the car barns, but the allowance of $4,000 for power station land is clearly insufficient. This land is so situated as to accommodate a siding from the railroad. It is contiguous to the Assunpink Creek from which an ample supply of water is obtained for condensing purposes. The value of $6,000 placed on this land by the company

is not regarded as excessive. An addition of $2,000, therefore, will be made for power house land.

Private right of way for the Princeton line was estimated by Mr. Betts at approximately 36,000, but for some reason he omitted a portion of it and allowed only $14,000. We accept $36,000 as value of this land. On account of Princeton right of way there will be an additional allowance made of $22,000.

In the western part of Trenton, on the Trenton Junction Line, there is a private right of way 2,700 feet in length. This appears to have been omitted entirely from the Betts' appraisal. We allow for this land $6,750. Total additions for land will, therefore, be $30,750.

Track and Roadway.

After an examination of the testimony of the several witnesses as to unit prices, the estimate of Mr. Betts will be allowed to stand as the value new in 1911. The same may be said with regard to paving.

Bridges and Culverts

With regard to this item there appears to have been an omission of certain bridges. From the testimony in this proceeding it is clear that the cost of reproduction for all the bridges found in this system will approximate $50,000. This agrees with the company's estimate (Ex. T. & M. #62). In the Betts' estimate, the amount allowed was $14,800. There will, therefore, be added the amount of $35,200.

Overhead Construction.

In the Betts' estimate of 1911 the total allowance for overhead construction including overhead charges was $152,547. The estimate made by the city's representative places the value at the present time at approximately $307,000, and that made

by the company at $320,000. Examination indicates that in the Betts' estimate an insufficient amount was allowed for copper feeders running from the power plant to points on the various lines. Additional feeders have been installed since 1911 and some further changes were made in the distribution system when the storage batteries were discarded. There appears to have been also a lack of proper allowances for track bonds. On the whole, we accept the Brackenridge estimate of $307,000 plus an allowance of $5,000 for special overhead work at drawbridges, which appears to have been omitted from his estimate.

Brackenridge estimate	$307,000.
Overhead specials	5,000.
	$312,000.
Deduct cost of additions since 1911, added hereafter in allowance for additions made since 1910	16,906.
Estimated value 1911	295,094.
Deduct estimate in Betts' report of 1911 and already included	152,547.
Amount to be added for fair value of overhead construction	142,547.
Taken as	142,550.

Rolling Stock and Equipment.

With regard to this class of property, we are inclined to let the estimate stand as the cost to reproduce the equipment owned by the company in 1911. It should be noted that Mr. Betts included the first ten new cars, the value of which must be deducted from his estimate, as they are also included in the figure for additions amounting to $568,307. The cost of the ten cars referred to was $50,370. This we deduct from Mr. Betts' figure of $408,000, leaving an amount of $357,630 as the value of the cars. Fur-

ther comment will be made upon this item in connection with the accrued depreciation.

Car Houses, Repair Shops, Tools, Stock and Adjacent Real Estate.

With the exception of the real estate which has been referred to above, we see no reason to make any adjustment in the amount allowed in the Betts' estimate.

Power Stations.

Proper deductions and allowances for power station and its equipment as of 1911 have already been made above.

Additions Made Since 1910.

Exhibit C-1 b & c submitted by the company contain detailed lists of the items of work done by the company since 1910. All of the work found in these lists was charged either to road and equipment account or to rehabilitation, but the total finally is found in charges to capital account. If we are to obtain the value of actual additions to the property made since 1910, a re-classification is necessary. Using Exhibit C-1 b & c as a basis, the accountants of the Board made an examination of the books of the company and arrived at the conclusion that of the amounts found in Exhibit C-1 b, which totalled $500,000, the correct amount chargeable to capital account is $338,256. Of the amount found in Exhibit C-1 c totaling $321,916 it was found that approximately $230,051, was properly chargeable to capital account, making a total addition to the value of the property up to September 30th, 1915, of $568,307.

Summary of Valuation.

Summarizing the above we have:	
Value Betts' report, 1911	$2,387,950.
Deductions for discarded plant	192,012.
	2,195,938.
Deduct for Spring Lake Park	16,875.
	2,179,063.
Additions—Land	30,750
Bridges and culverts	35,200.
Copper Feeders and Bonding	142,550.
Addition since 1910	568,307.
Total value of physical property, new	2,955,870.
Deduct for cars included twice	50,370.
Value as of Sept. 30th, 1915	$2,905,500.

Accrued Depreciation.

The depreciation that had accrued to the property in existence in 1911 was very considerable. Because of the failure to maintain the property, extension rebuilding was necessary, both with regard to the tracks, the overhead construction, and the cars. Additional machinery in the power plant and additional cars were required. Some of the depreciation which had accrued up to 1911 has been made good by expenditures upon the property in the last four years. These expenditures have been greater than normal, as the amount which was necessary to expend was considerably above the average which would have been necessary if the property had been well maintained prior to 1911. A deduction for accrued depreciation has already been made in connection with the No. 3 generating unit in the power station. Items of property not in existence in 1911 have been eliminated from the above appraisal. Included above is the full allowance for all of the cars upon a basis of

value new. There are one hundred single track cars which must either be replaced by new equipment or must undergo very considerable reconstruction, the cost of which in most cases would nearly equal that of new cars. These one hundred cars have an average cost value in excess of $3000 each, and therefore represent an original cost of perhaps $300,000. The motor equipments are but slightly depreciated. The car bodies and trucks have depreciated fully 75% and the total depreciation on cars is fully $100,000. There is an accrued depreciation in track and roadway and overhead system, not including copper wire, of not less than 10%. This amounts to at least $120,000.

We have made no further deductions for accrued depreciation.

Value as found above	$2,905,500
Accrued depreciation	220,000
Present Value Sept. 30, 1915	$2,685,500

The deduction made for accrued depreciation is based upon actual depreciation ascertained upon inspection, and not upon theoretical depreciation.

Intangible Allowances.

Except as hereinafter mentioned, all proper allowances for intangibles have been heretofore included.

Overhead Charges.

For overhead charges we consider the allowance of 15% sufficient to cover engineering, errors and omissions, contingencies, and interest during construction, considering the piecemeal manner in which a number of these roads and extensions were constructed. Calculated upon the items subject to such charges, we obtain the amount of $324,000 which will be included.

We allow for organization expenses at 2½% upon bare structural cost, which

for this purpose will be assumed to be $2,500,000 $62,500

In view of all of the circumstances in this case, we allow for contractor's profit, the sum of $140,000. We regard this sum as liberal in any circumstances.

Under working capital, materials and supplies properly belong. These have been included in the appraisal of the physical property, and in view of the facts testified in this case, we do not deem proper any further allowances for working capital.

There is no proof in the record of development cost; nor is there proof of inadequacy of a fair return at any time upon fair value. No allowance on account of development costs or past inadequacy of fair return can be made.

Throughout this valuation in the allowances made, full consideration has been given to the fact that the property valued was a harmonious operating system—a going concern—in successful operation.

In view of all the evidence we conclude that the value of the property, for the purpose of fixing rates, does not exceed $3,212,000 as follows:

Present value, Sept. 30, 1915	$2,685,500.
Overhead charges	324,000.
Organization expenses	62,500.
Contractor's profit	140,000.
Total	$3,212,000.

The complete summary of value by classes of property is as follows:

Land	$ 70,000.
Buildings	217,500.
Track and roadway and paving	1,285,000.
Bridges	50,000.
Overhead construction	312,000.
Rolling stock	475,500.
Office furniture and supplies and office cash	3,000.
Materials and supplies and fuel	24,000.

Power house machinery	248,500.
	2,685,500.
Overhead charges	324,000.
Organization expenses	62,500.
Contractor's profit	140,000.
	$3,212,000.

Earnings and Expenses.

The earnings and expenses of the Trenton & Mercer County Traction Corporation are summarized for the years 1911 to 1914 in Exhibit C-1-a. Exhibit C-2 gives the detail for the calendar year of 1914 and also gives the increase or decrease of each item. Page 5 of Exhibit C-2 gives the detail of the construction account for the calendar year 1914.

Before attempting to draw any conclusions with regard to the relation between the net revenues as shown on Exhibit C-1-a, it may be well to consider the differences between the operating expenses for 1914 and those of 1913. The operating revenues have shown an increase each year from 1911 to 1914, the average for the four years being $736,840.38. The operating expenses have also increased each year, but not in the same proportion, the average for the four years being $389,923.34. Taxes have shown an increase each year, average for the four years being $45,061.89. The operating income, or net revenue, has not shown the same increase as has been the case with the gross revenues, the net revenue for the four years being as follows:

1911	$323,012.62
1912	295,536.61
1913	312,006.47
1914	276,866.87

The average net revenue for the four years was $301,856.

The financial statement submitted by the company appears to show a deficit, but in arriving at this de-

ficit there has been included among the deductions the amounts required to pay the rentals which the Trenton and Mercer County Traction Corporation agreed to pay to owners of the Trenton Street Railway Company. These statements, therefore, cannot be considered as showing the actual relation between net revenues and value of property, when the relation between the earnings of the past four years and the value of the property used in the production of these revenues is considered. The charges to operating expenses made by the company have been inspected by the Board's examiners and it is found that they are properly classified.

Examination of the detail found in Exhibit C-2 shows that the disproportionate increase in operating expenses for 1914 over those for 1913 are due to several items, most important of which were the removal of snow and ice, which showed an increase of $13,284, an increase in the charges to maintenance of way and structures of approximately $5,000, and an increase in the cost of transportation amounting to $11,507, the larger portion of which was due to an increase of wages of motormen and conductors.

Based upon the value of property found above $3,212,000, the average net revenue for the four years $301,855 shows a net return of 9.4%. It will be noted that the value adopted above is as of September 30th, 1915, and it is quite clear that the value in each of the previous three years was less, so that if the average net revenue for the four years is set off against the average valuation for the same period, the percentage of net return will be higher. The average net revenue for the four years, $301,855 affords a return of 7% upon $4,312,000 and a return of 8% upon $3,773,000. If the company were allowed to earn upon its claim of value including all intangibles of $1,139,952 and making a total of tangible and intangible values, $5,900,793 the average return would be 5.11%.

It is claimed that the street railway properties in Trenton have not been maintained in a first-class

manner, and it may be that a larger amount should be set aside for depreciation and expended upon the property each year. The amount expended in 1914 was approximately $70,000. This included more than the average amount of replacement work. If, however, the allowance for depreciation is increased to $135,000 the amount which Mr. Johnson alleges is required, thus decreasing the average net revenue from $301,855 to $236,855 a net return of approximately 7.37% would still be shown on the value allowed.

After full consideration of all of the facts in this case as developed from the testimony and the exhibits which have been voluminous, the Board finds and determines that the proposed withdrawal of the sale of six tickets for twenty-five cents by the Trenton and Mercer County Traction Corporation, and the increase, change or alteration in charge, rate or classification which would result therefrom, is not just and reasonable, and DISAPPROVES the same.

Dated December 13th, 1915.

BOARD OF PUBLIC UTILITY COMMISSIONERS,
By
(Signed) RALPH W. E. DONGES,
President.

(SEAL)

Attest:
(Signed) ALFRED N. BARBER,
Secretary.

I Hereby Certify the foregoing to be a true copy of Report, made and filed by the Board of Public Utility Commissioners, at a meeting held Monday, December 13th, 1915.

ALFRED N. BARBER,
Secretary.

FINAL ORDER OF PUBLIC UTILITY COMMISSIONERS, JAN. 16, 1916.

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITY COMMISSIONERS.

In the Matter of the Proposed Withdrawal from Sale of Six Tickets for Twenty-five cents by the Trenton & Mercer County Traction Corporation on Street Railways Operated by It.

Order.

This matter having been duly heard and the Board having, under date of December thirteenth, one thousand nine hundred and fifteen, made and filed a report containing its findings of fact and conclusions thereon, which report by reference thereto is made part hereof, the Board,

Hereby Finds and Determines that the Trenton and Mercer County Traction Corporation has not shown that the increase, change or alteration, which would be effected by the discontinuance of the sale of six tickets for twenty-five cents on street railways operated by it is just and reasonable, and the said Board not being satisfied that such increase, change or alteration is just and reasonable,

Hereby Orders the said Trenton & Mercer County Traction Corporation not to put into effect the proposed withdrawal of the sale of six tickets for twenty-five cents on street railways operated by it, in said report mentioned.

This order shall become effective at once.

Dated January 11th, 1916.

BOARD OF PUBLIC UTILITY COMMISSIONERS,
By
(Signed) RALPH W. E. DONGES,
(SEAL) *President.*
Attest:
(Signed) ALFRED N. BARBER,
Secretary.

Asylum Rd.

Location	Streets		Track Length Feet			Rail						Paving		Square Yards			
					Sid'gs &												
On	*From*	*To*	1st Track	2nd Track	Cross-overs	Total	9" Tram Girder	9" Gr'v'd Girder	7" Tram Girder	6" Tram Girder	75# Tee	60# Tee	Asp'alt	Brick	G'anite Block	Belgi'n Block	Cobble	M'ca'm
MERCER COUNTY TRACTION CO.																		
Trenton City:																		
Prospect Av.	W. State St.	Stuyvesant Av.	2,000	2,000		4,000		4,000										
Stuyvesant Av.	Prospect Av.	Whittlesey Av.	5,715	5,715	65	11,495	11,495							3,350		420		
Pennington Av.	Prospect Av.	City Line	2,140		250	2,390			2,390							6,210		
Market St.	S. Broad St.	Warren St.	1,200	100		1,300	1,300									640	990	
Warren St.	Market St.	Bridge St.	1,020			1,020	1,020									935	250	
Bridge St.	Warren St.	Fair St.	350			350	350								1,230			
Fair St.	Bridge St.	Fall St.	450			450	450									105	160	
Fall St.	Fair St.	Warren St,	280			280	280									135	210	
Hamilton Av.	Chambers St.	Olden Av,	3,010		320	3,330			3,330							85	130	
Olden Av.	Hamilton Av.	E. State St.	3,060		320	3,380			3,380				2,440			1,800		
Total in Trenton City —			19,225	7,815	955	27,995	14,895	4,000	9,100				2,440	3,350	1,230	1,010	1,560	
																11,340	3,300	
Hamilton Township:																		
Crosswicks Pike	Yardville	Crosswicks	11,400			11,400					11,400							
Lawrence Township:																		
Right-of-way	Lawrenceville Rd.	Township Line	8,410		280	8,690					8,690							
Princeton Township:																		
Right-of-way	Township Line	Princeton Boro.	15,060		530	15,590					15,590							
Highway	Township Line	Princeton Boro.	60			60					60							60
Total in Princeton Township —			15,120		530	15,650					15,650							60
Princeton Borough:																		
Right-of-way	Borough Line	Pa. R. R. Sta.	1,410	370		1,780					1,780							
Highway	Borough Line	Pa. R. R. Sta.	360			360					360							360
Total in Princeton Borough —			1,770	370		2,140					2,140							360
Total Mercer County Traction Co. —			55,925	8,185	1,765	65,875	14,895	4,000	9,100		37,880		2,440	3,350	1,230	11,340	3,300	420
TRENTON, PENNINGTON AND HOPEWELL RAILWAY CO.																		
Ewing Township:																		
Highway	City Line	Township Line	18,890		500	19,390					19,390							
Hopewell Township:																		
Highway			35,500		1,250	36,750					36,750							
Right-of-way			2,230			2,230					2,230							
Total Hopewell Township —			37,730		1,250	38,980					38,980							
Pennington Borough:																		
Highway			4,575		250	4,825			4,825									
Right-of-way			200			200					200							5,080
Total Pennington Borough—			4,775		250	5,025			4,825		200							5,080
Hopewell Borough:																		
Highway			4,990			4,990			4,990									5,270
Total Trenton, Pennington & Hopewell Street Ry. Co.			66,385		2,000	68,385			9,815		58,570							10,350
TRENTON ST. R'WAY CO.																		
Trenton City:																		
W. State St.	Broad St.	Parkside Av.	9,250	9,250	150	18,650	18,650						2,030	13,400		1,010	1,690	
E. State St.	Broad St.	City Line	8,750	8,750	150	17,650	17,650						17,060			880		
Warren St.	State St.	Pennington Av.	2,160	2,160		4,320	4,320						4,480					
Pennington Av.	Warren St.	Prospect St.	4,260	200	470	4,930	4,630		300					1,540		1,970	1,140	
Princeton Av.	Pennington Av.	Paul Av.	4,165	210	540	4,915	4,915						3,070			2,660		
Paul Av.	Princeton Av.	Brunswick Av.	1,125		210	1,335	1,335									400	610	
Brunswick Av.	Paul Av.	City Line	4,500		420	4,920	4,920									2,870	870	
N. Broad St.	State St.	Perry St.	875	875	65	1,815				1,815			1,830					
Perry St.	Warren St.	N. Clinton Av.	3,810	3,510		7,320	3,860	430		3,030			7,500					
N. Clinton Av.	Perry St.	Mulberry St.	5,125	5,000	65	10,190			8,690	1,500				9,940				
Mulberry St.	N. Clinton Av.	Pa. R. R.	1,900		250	2,150	2,150									2,510		
S. Clinton Av.	E. State St.	Stanton St.	8,500	8,500	65	17,065	12,940		4,125				1,990	8,130		6,290	870	
Stanton St.	S. Clinton Av.	Broad St.	5,610	540		1,150	1,150									220	680	
Hamilton Av.	S. Clinton Av.	Chambers St.	3,260	200	250	3,710	3,710						2,620			1,990		
S. Broad St.	State St.	City Line	11,060	11,060	130	22,250	1,815		900	19,535			14,040	4,000		1,280	2,660	
Center St.	S. Broad St.	Car Barn	7,250	5,875		13,125	11,875			1,250						8,020	720	
Total in City of Trenton—			76,600	56,130	2,765	135,495	93,920	430	14,015	27,130			54,620	37,010		30,100	9,240	
Hamilton Township:																		
So. Broad St.	City Line	Yardville	20,370	3,140	500	24,010	910		1,530		20,990	580				270	420	
E. State St.) Johnston St.) Greenwood St.)	City Line	Fair Grounds	9,070	7,925	320	17,315	750			1,375	240	14,950						1,000
Total in Hamilton Township—			29,440	11,065	820	41,325	1,660		1,530	1,375	21,230	15,530				270	420	1,000
Lawrence Township:																		
Lawrenceville Rd.	City Line	Shippetauquin Creek	28,165		1,365	29,530	4,815				24,715					1,450	2,220	
Total Trenton St. R'way Co.			134,205	67,195	4,950	206,350	100,395	430	15,545	28,505	45,945	15,530	54,620	37,010		31,820	11,880	1,000
TRENTON, HAMILTON & EWING TRACTION CO.																		
Trenton City:																		
W. State St.	Parkside Av.	Pa. R. R.	3,330	2,605		5,935	5,935											
Stuyvesant Av.	Whittlesey Rd.	Right-of way	2,870		260	3,130	2,625									1,180	3,460	
Right-of-way	Stuyvesant Av.	Asylum Rd.	2,665		290	2,955					505					940	1,440	
Asylum Rd.	Right-of-way	City Line	3,150			3,150					2,955							
Total in City of Trenton—			12,015	2,605	550	15,170	8,560				3,150					945	1,450	
Hamilton Township:											6,610					3,065	6,350	
Highway	Johnston St.	Hamilton Sq.	14,310		1,140	15,450	3,370				12,080							
Right-of-way	Johnston St.	Hamilton Sq.	9,980	185	270	10,435					10,435					1,010	1,550	
Total Hamilton Township																		

Asylum Rd.	City Line	P. & R. R. R. track	5,025		390	5,415					5,415						
Total Trenton, Hamilton & Ewing Traction Co.—			41,330	2,790	2,350	46,470	11,930				34,540				4,075	7,900	
SUMMARY																	
Trenton Street Railway Co.																	
On Streets & Highways			134,205	67,195	4,950	206,350	100,395	430	15,545	28,505	45,945	15,530	54,620	37,010	31,820	11,880	1,000
On Right-of-way																	
Total—			134,205	67,195	4,950	206,350	100,395	430	15,545	28,505	45,945	15,530	54,620	37,010	31,820	11,880	1,000
Mercer County Traction Co,																	
On Streets & Highways			31,045	7,815	955	39,815	14,895	4,000	9,100		11,820		2,440	3,350	1,230	11,340	3,300	420
On Right-of-way			24,880	370	810	26,060					26,060							
Total—			55,925	8,185	1,765	65,875	14,895	4,000	9,100		37,880		2,440	3,350	1,230	11,340	3,300	420
Trenton, Hamilton & Ewing Traction Cy.																	
On Streets & Highways			28,685	2,605	1,790	33,080	11,930				21,150					4,075	7,900	
On Right-of-way			12,645	185	560	13,390					13,390							
Total—			41,330	2,790	2,350	46,470	11,930				34,540					4,075	7,900	
Trenton, Pennington & Hopewell Street Rwy. Co.																	
On Streets & Highways			63,955		2,000	65,955			9,815		56,140							10,350
On Right-of-way			2,430			2,430					2,430							
Total—			66,385		2,000	68,385			9,815		58,570							10,350
GRAND TOTAL																	
On Streets & Highways			257,890	77,615	9,695	345,200	127,220	4,430	34,460	28,505	135,055	15,530	57,060	40,360	1,230	47,235	23,080	11,770
On Right-of-way			39,955	555	1,370	41,880					41,880							
Total—			297,845	78,170	11,065	387,080	127,220	4,430	34,460	28,505	176,935	15,530	57,060	40,360	1,230	47,235	23,080	11,770

Estimated Cost of replacement
2100000.00
September 1910.

Rankin Johnson

EXHIBIT T. & M.—2.

MACHINERY AT POWER HOUSE

#1 1 16″ & 29″ x 42″ tandem compound condensing Watts Campbell engine, 90 r. p. m., 18 years old, belted to
1 100 K. W. 500 volt Short Generator, 500 r. p. m. and also to
1 200 K. W. 500 volt Westinghouse Generator 525 r. p. m.

#2 1 16″ & 29″ x 42″ tandem compound condensing Watts Campbell Corliss engine, 90 r. p. m., 18 years old, belted to
1 350 K. W. 575 volt, Bullock Mfg. Co. generator, 500 r. p. m.

#3 1 24″ & 44″ x 48″ tandem compound condensing Watts Campbell Corliss engine, 75 r. p. m., 17 years old, belted to
1 750 K. W. 550 volt General Electric generator 220 r. p. m.

#4 1 25″ & 46″ x 48″ cross compound condensing Wetherill Corliss engine, 100 r. p. m., 6 years old, direct connected to
1 800 K. W. 575 volt Stanley Generator.
x 2 125 H. P. horizontal return tubular boilers hand fired, 18 years old.

#6 & #7
2 500 H. P. Edgemore water tube boilers equipped with Wetzel mechanical stokers, 1 year old.

#1 2 400 H. P. Aultman & Taylor water tube boilers, equipped with Wetzel mechanical stokers, 6 years old.
1 10″ x 6″ x 10″ Worthington duplex piston steam pump, 18 years old.
1 10″ x 6″ x 12″ outside end packed pot valve, brass plunger pump, duplex, made by Stillwell-Bierce & Smith-Vaile Co., 6 years old.
1 7-¼″ x 4-½″ x 6″ Worthington duplex piston pump.

New Jersey State Library

1 vertical air pump jet condenser made by Dean Mfg. Co. for Wetherill engine.

1 16″ x 24″ x 24″ single cylinder horizontal air pump Dean jet condenser, being installed for large Watts Campell Corliss engine.

x 1 Western Electric type 15-½ battery booster set 90 volts, 650 amps., not used.

Switchboard consists of six generator panels, one motor generator panel, one storage battery panel, one station panel, seven double circuit feeder panels.

x 1 Storage battery 264 cells on Lincoln Ave.

x 1 Storage battery 264 cells on Princeton Line.

Including building and adjacent real estate.

Estimated Cost Reproduction $300,000.00.

Sept. 1910.

EXHIBIT T. & M.—3.

TROLLEY AND FEEDER CONSTRUCTION

Trolley Construction:	Trolley Wire 1st track	Trolley Wire 2nd track	Sidings	Total	Poles Iron	Poles Wood	Spans	Center pole bracket	Side bracket
Trenton Street R'way Co.									
Trenton City	76,600	56,130	2,765	135,485	777	540)	635)	37	
Hamilton Township	29,400	11,065	820	41,325	13	355)	160)	46	
Lawrence Township	28,165		1,365	29,530	4	290)	50)		200
	134,165	67,195	4,950	206,340	794	1,185	845	83	200
Mercer Co. Traction Co.									
Trenton City	19,225	7,815	955	27,995	195	135	170		
Lawrence Township	8,410		280	8,690		85)		)	
Princeton Township	15,120		530	15,650		160)	40	)	170
Princeton Borough	1,770	370		2,140		20)		)	
	44,525	8,185	1,765	54,475		400	210		170

Trenton, Hamilton & Ewing Tr. Co.										
Trenton City	12,015	2,605	550	15,170	116	85	105			
Hamilton Township	24,290	185	1,410	25,885		520	260			
Ewing Township	5,025		390	5,415		120	60			
	41,330	2,790	2,350	46,470		725	425			
Trenton, Pennington & Hopewell Street R'way Co.										
Ewing Township	18,890		500	19,390)				)		
Hopewell Township	37,730		1,250	38,980)		1,030	360	)	306	
Pennington Borough	4,775		250	5,025)				)		
Hopewell Borough	4,990			4,990)				)		
	66,385		2,000	68,385		1,030	360		306	
Totals	286,405	78,170	11,065	375,670	1,105	3,340	1,840	83	676	

FEEDERS:

Trenton Street R'way Co.

2—500,000	c. m.	positive	feeders	aggregating	116,750	ft.	in	length
3—500,000	"	negative	"	"	11,460	"	"	"
5—500,000	"	neg. & pos.	"	"	128,210	"	"	"
11—4/0		positive	"	"	95,670	"	"	"
7—4/0		negative	"	"	24,750	"	"	"
18—4/0		neg. & pos.	"	"	120,420	"	"	"
1—2/0			"	"	22,100	"	"	"

Trenton, Pennington & Hopewell Street R'way Co.

2—500,000	c. m.	positive	feeders	aggregating	94,530	"	"	"
1—500,000	"	Negative	"	"	10,500	"	"	"
3—500,000	"	pos. & neg.	"	"	105,030	"	"	"
1—4/0		positive	"	"	13,480	"	"	"

Estimated cost of replacement, $320,000.00 September, 1910.

EXHIBIT T. & M.—4.

CAR EQUIPMENT

10—30 foot Body Double Truck Closed Cars
5—20 " " Single " " "
40—18 " " " " " "
2—16 " " " " " "
3—15 " " " " " "
32—10 Bench " " " Open "
17— 9 " " " " " "

110—Open and Closed Cars

10—Brill No. 21 Trucks
59— " 21 E "
5—Pairs Brill 27 G Double Trucks
5— " " 27 G 1 Double Trucks

79—Single and Double Truck Equipments

52—25 H. P. Motors, Westinghouse No. 3
4—30 " " " " 49
36—25 " " GE 800
24—40 " " GE 80
34—35 " " GE 1000
20—27 " " GE 52
4—40 " " GE 70

174

174 Motors total, or
10—4 motor equipments and
67—2 " "
Estimated cost of replacement, $350,000.00.

October, 1910.

Rankin Johnson.

EXHIBIT T. & M.—5.

Board of Public Utility Commissioners for the State of New Jersey.

In the Matter of the Application of the Trenton Street Railway Company for approval of the issuance, sale and delivery of $500,000. Bonds. } Certificate.

Application being made to the Board of Public Utility Commissioners for the State of New Jersey, by petition in writing, for approval of a proposed issuance, sale and delivery by the Trenton Street Railway Company of Five Per Cent Mortgage Bonds to the amount of Five Hundred Thousand Dollars, at the par value thereof, and the said Board being satisfied, from the recitals in said petition; the results of the investigation made by its Chief Inspector of the Utilities Division, and statements made before it, that the proposed issuance, sale and delivery of said bonds is to be made in accordance with the provisions of law relating thereto, the said Board

Hereby Grants said application (subject to Conference Order Number Seven) and Approves said proposed issuance, sale and delivery of said bonds by said Company.

Dated March 24, 1911.

(Seal) Board of Public Utility Commissioners for the State of New Jersey,

By

(Signed) Frank H. Sommer,
President.

Attest:
(Signed) Alfred N. Barber,
(Seal) Secretary.

I Hereby Certify the foregoing to be a true copy of Certificate of the Board of Public Utility Commissioners for the State of New Jersey adopted at its meeting Friday, March 24, 1911, and recorded in the minutes of said meeting.

Alfred N. Barber,
Secretary.

Board of Public Utility Commissioners
for the State of New Jersey.

In the Matter of Reports as to Sales of Stock and Securities Approved under Section 6 of Chapter 41 of the Laws of 1910, and Disbursements of Proceeds Thereof. } Conference Order Number Seven.

Whenever approval is granted, under the provisions of Section 6, Chapter 41, of the Laws of 1910, of the issuance, sale and delivery of stock or of securities, the company securing such approval shall half-yearly file with the Board a statement setting forth: (1) The amount of the stock or securities issued, sold and delivered under the certificate of approval, and (2) the extent to, and purposes for, which the proceeds thereof have been disbursed.

November 18, 1910.

Board of Public Utility Commissioners for the State of New Jersey.

(Seal.)

By
(Signed) Frank H. Sommer,
President.

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Conference Order Number Seven of the Board of Public Utility Commissioners for the State of New Jersey, adopted at its meeting, Friday, November 18th, 1910, and recorded in the minutes of said meeting.

Alfred N. Barber,
(Seal) Secretary.

EXHIBIT T. & M.—6.

State of New Jersey
Board of Public Utility Commissioners.

In the Matter of the Application of the Trenton and Mercer County Traction Corporation for Approval of Issue of Notes. } Certificate.

Application was made to the Board of Public Utility Commissioners, by the Trenton and Mercer County Traction Corporation, by petition in writing, for approval of a proposed issue of Forty Three Thousand Dollars in Notes, payable to the Wilmington Trust Company under the terms of a proposed equipment agreement of conditional sale between the petitioner and the Wilmington Trust Company. A copy of this agreement was annexed to the said petition and made a part thereof. The Notes for the issue of which approval was asked, are to be used

in part payment for the purchase of ten (10) Electric Passenger Cars described in the petition.

The Board being satisfied, after investigation and due hearing, that the proposed issue of Forty Three Thousand Dollars Notes is to be made in accordance with law, and the purpose of such issue being approved by the Board, the said Board,

Hereby Grants said application in accordance with the terms of the petition (Subject to Conference Order Number Seven) and *Approves* said proposed issue of notes.

Dated April 30, 1912.

Board of Public Utility Commissioners.
By
(Signed) Robert Williams,
President.

(Seal)

Attest:
(Signed) Alfred N. Barber.
Secretary.

I Hereby Certify the foregoing to a true copy of Certificate adopted by the Board of Public Utility Commissioners at its meeting held on April 30th, 1912, and recorded in the minutes of said meeting.

Alfred N. Barber,
Secretary.

(Seal)

State of New Jersey.
Board of
Public Utility Commissioners.

In the Matter of Reports as to Sales of Stock and Securities Approved under Sub-division (e) of Section 18, Chapter 195 of the Laws of 1911, and Disbursements of Proceeds Thereof.	Conference Order Number Seven.

Whenever approval is granted, under the provisions of sub-division (e) of Section 18, Chapter 195, of the Laws of 1911, of the issue of stocks, certificates, bonds or other evidences of indebtedness, the company securing such approval shall half-yearly file with the Board a statement setting forth: (1) the amount of stocks, certificates, bonds or other evidences of indebtedness, issued under the certificate of approval, and (2) the extent to, and, in detail, the manner in which the proceeds thereof have been disbursed.

Board of Public Utility Commissioners
By
(Signed) Robert Williams,
President.

(Seal)

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Conference Order Number Seven of the Board of Public Utility Commissioners, as recorded in the minutes of the meeting of the Board held Friday, May 19th, 1911.

Alfred N. Barber,
Secretary.

EXHIBIT T. & M.—7.

State of New Jersey
Board of Public Utility Commissioners.

In the Matter of the Application of the Trenton and Mercer County Traction Corporation for Approval of the Issuance of its 5% Notes in the Sum of $45,000. and the Execution of an Equipment Trust Agreement with the Wilmington Trust Company.

Certificate.

Application being made to the Board of Public Utility Commissioners by the Trenton and Mercer County Traction Corporation, by petition in writing, for approval of the proposed issue of its five per cent. notes to the amount of Forty-five thousand dollars ($45,000.), under the terms of an equipment agreement of conditional sale dated August 1st 1914, by and between the Wilmington Trust Company and the said Trenton and Mercer County Traction Corporation, a copy of which proposed agreement was made a part of said petition, for the purchase of ten electric passenger cars, each of a seating capacity of forty-eight, manufactured or to be manufactured by the J. G. Brill Company and General Electric Company and others,

And the said Board being satisfied after investigation and due hearing that the proposed issue of said notes is to be made in accordance with law and the purpose of such issue being approved by the Board, the said Board

Hereby Grants said application (subject to Conference Order Number Seven) and *Approves* said proposed issue of said notes by said company.

Dated July 1st 1914.

Board of Public Utility Commissioners,
By
(Signed) Ralph W. E. Donges,
President.

(Seal)

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Certificate adopted by the Board of Public Utility Commissioners, at a meeting held Wednesday, July 1st 1914, and recorded in the minutes of said meeting.

Alfred N. Barber,
Secretary.

(Seal)

State of New Jersey.
Board of
Public Utility Commissioners.

In the Matter of Reports as to Sales of Stock and Securities Approved under Sub-division (e) of Section 18, Chapter 195 of the Laws of 1911, and Disbursements of Proceeds Thereof. } Conference Order Number Seven.

Whenever approval is granted, under the provisions of sub-division (e) of Section 18, Chapter 195, of the Laws of 1911, of the issue of stocks, certificates, bonds or other evidences of indebtedness, the

company securing such approval shall half-yearly file with the Board a statement setting forth: (1) the amount of stocks, certificates, bonds or other evidences of indebtedness, issued under the certificate of approval, and (2) the extent to, and, in detail, the manner in which the proceeds thereof have been disbursed.

Board of Public Utility Commissioners
By
(Signed) Robert Williams,
President.

(Seal)

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Conference Order Number Seven of the Board of Public Utility Commissioners, as recorded in the minutes of the meeting of the Board held Friday, May 19th, 1911.

Alfred N. Barber,
Secretary.

(Seal)

EXHIBIT T. & M.—8.

State of New Jersey
Board of Public Utility Commissioners

In the Matter of the Application of the Trenton, Hamilton & Ewing Traction Company for the Approval of Issue of Bonds to the Amount of One Hundred and Ten Thousand Dollars. } Certificate.

Application being made to the Board of Public Utility Commissioners, by the Trenton, Hamilton and Ewing Traction Company, by petition in writing, for approval of the proposed issue of bonds to the amount of One Hundred and Ten Thousand Dollars ($110,000.), the proceeds to be used for the purposes set forth in said petition, which, for the purpose of by reference thereto herein, is made part hereof, and the said Board being satisfied, after investigation and due hearing, that the proposed issue of said bonds is to be made in accordance with law, and the purpose of such issue being approved by the Board, the said Board

Hereby Grants said application (subject to Conference Order Number Seven), and Approves said proposed issue of said bonds by said Company, at a price not less than 90% of the par value thereof.

Dated June 10th, 1915.

Board of Public Utility Commissioners
(Seal) By
(Signed) Ralph W. E. Donges,
President.

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Certificate adopted by the Board of Public Utility Commissioners at a meeting held Thursday, June 10th, 1915, and recorded in the minutes of said meeting.

Alfred N. Barber,
Secretary.

(Seal)

State of New Jersey.
Board of
Public Utility Commissioners.

In the Matter of Reports as to Sales of Stock and Securities Approved under Sub-division (e) of Section 18, Chapter 195 of the Laws of 1911, and Disbursements of Proceeds Thereof.

Conference Order Number Seven.

Whenever approval is granted, under the provisions of sub-division (e) of Section 18, Chapter 195, of the Laws of 1911, of the issue of stocks, certificates, bonds or other evidences of indebtedness, the company securing such approval shall half-yearly file with the Board a statement setting forth: (1) the amount of stocks, certificates, bonds or other evidences of indebtedness, issued under the certificate of approval, and (2) the extent to, and, in detail, the manner in which the proceeds thereof have been disbursed.

Board of Public Utility Commissioners
By
(Signed) Robert Williams,
President.

(Seal)
Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Conference Order Number Seven of the Board of Public Utility Commissioners, as recorded in the minutes of the meeting of the Board held Friday, May 19th, 1911.

Alfred N. Barber,
(Seal) Secretary.

EXHIBIT T. & M.—9.

State of New Jersey.
Board of
Public Utility Commissioners.

In the Matter of the Application of the Trenton Street Railway Company for Approval of Issue of Its Six Per Cent Mortgage Bonds to the Amount of $100,000. } Certificate.

Application being made to the Board of Public Utility Commissioners, by the Trenton Street Railway Company, by petition in writing, for approval of the proposed issue of its six per cent mortgage bonds to the amount of One hundred thousand dollars, ($100,000.), for the purpose of providing for further additions to and improvements of property of said petitioners, and the said Board being satisfied, after investigation and due hearing, that the

proposed issue of said bonds, is to be made in accordance with law, and the purpose of such issue being approved by the Board, the said Board

Hereby Grants said application (subject to Conference Order Number Seven), and Approves said proposed issue of said bonds, by said Company.

Dated March 25th 1913.

Board of Public Utility Commissioners

(Seal) By

(Signed) Robert Williams,
President.

Attest:

(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Certificate adopted by the Board of Public Utility Commissioners at a meeting held March 25th 1913, and recorded in the minutes of said meeting.

Alfred N. Barber,
(Seal) Secretary.

State of New Jersey.
Board of
Public Utility Commissioners.

In the Matter of Reports as to Sales of Stock and Securities Approved under Sub-division (e) of Section 18, Chapter 195 of the Laws of 1911, and Disbursements of Proceeds Thereof.	Conference Order Number Seven.

Whenever approval is granted, under the provisions of sub-division (e) of Section 18, Chapter 195, of the Laws of 1911, of the issue of stocks, certifi-

cates, bonds or other evidences of indebtedness, the company securing such approval shall half-yearly file with the Board a statement setting forth: (1) the amount of stocks, certificates, bonds or other evidences of indebtedness, issued under the certificate of approval, and (2) the extent to, and, in detail, the manner in which the proceeds thereof have been disbursed.

Board of Public Utility Commissioners
By
(Signed) Robert Williams,
President.

(Seal)

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Conference Order Number Seven of the Board of Public Utility Commissioners, as recorded in the minutes of the meeting of the Board held Friday, May 19th, 1911.

Alfred N. Barber,
Secretary.

(Seal)

EXHIBIT T. & M.—10.

State of New Jersey.
Board of
Public Utility Commissioners.

In the Matter of the Application of the Trenton Street Railway Company for Approval of the Issue of Its Six Per Cent Bonds to the Amount of One Hundred Thousand Dollars. — Certificate.

Application being made to the Board of Public Utility Commissioners, by the Trenton Street Railway Company, by petition in writing, for approval of the proposed issue of its six per cent bonds to the amount of One Hundred Thousand Dollars, the proceeds to be used for the purpose of providing for contracts made in the improvements as contemplated by the Order of this Board, dated March 7th 1911, and the said Board being satisfied, after investigation and due hearing, that the proposed issue of said bonds is to be made in accordance with law, and the purpose of such issue being approved by the Board, the said Board

Hereby Grants said application (subject to Conference Order Number Seven), and Approves said proposed issue of said bonds, by said Company.

Dated April 12th 1912.

Board of Public Utility Commissioners
(Seal) By
(Signed) Robert Williams,
President.

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Certificate adopted by the Board of Public Utility Commissioners at a meeting held April 12th 1912, and recorded in the minutes of said meeting.

Alfred N. Barber,
Secretary.

(Seal)

State of New Jersey.
Board of
Public Utility Commissioners.

In the Matter of Reports as to Sales of Stock and Securities Approved under Sub-division (e) of Section 18, Chapter 195 of the Laws of 1911, and Disbursements of Proceeds Thereof.

Conference Order Number Seven.

Whenever approval is granted, under the provisions of sub-division (e) of Section 18, Chapter 195, of the Laws of 1911, of the issue of stocks, certificates, bonds or other evidences of indebtedness, the company securing such approval shall half-yearly file with the Board a statement setting forth: (1) the amount of stocks, certificates, bonds or other evidences of indebtedness, issued under the certificate of approval, and (2) the extent to, and, in detail, the manner in which the proceeds thereof have been disbursed.

Board of Public Utility Commissioners
By
(Signed) Robert Williams,
President.

(Seal)

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Conference Order Number Seven of the Board of Public Utility Commissioners, as recorded in the minutes of the meeting of the Board held Friday, May 19th, 1911.

Alfred N. Barber,
Secretary.

(Seal)

EXHIBIT T. & M.—11.

State of New Jersey
Board of Public Utility Commissioners.

In the Matter of the Application of the Trenton and Mercer County Traction Corporation for Approval of Agreement with the Interstate Fair Association, et al.	Certificate

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Application being made to the Board of Public Utility Commissioners, by the Trenton and Mercer County Traction Corporation, by petition in writing, for approval of agreement, dated September 8th 1913, between the Interstate Fair Association of Trenton, the Trenton and Mercer County Traction Corporation, and George W. Macpherson, Trustee, copy of which agreement has been filed with the Board, and is by reference thereto herein made part hereof,

The Board of Public Utility Commissioners, after hearing and investigation, no reason to the contrary appearing,

Hereby, on the sixteenth day of September, nine-

teen hundred and thirteen, *Approves* said agreement, as prayed for in said petition.

Board of Public Utility Commissioners,
By
(Signed) Ralph W. E. Donges,
President.

(Seal)

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of Certificate adopted by the Board of Public Utility Commissioners at a meeting held on Tuesday, September 16th 1913, and recorded in the minutes of said meeting.

Alfred N. Barber,
Secretary.

(Seal)

EXHIBIT T. & M.—16.

Trenton and Mercer County Traction Corporation

Gross - Receipts

Month	1914	1913	Increase	Decrease
February	$53,832.20	$55,701.53	———	$1,869.33
March	57,085.15	62,916.40	———	5,831.25
	$110,917.35	$118,617.93	———	$7,700.58

Nov. 21, 1915.

EXHIBIT T. & M.—17.

Trenton & Mercer County Traction Corporation Expenditures a/c Trenton Street Railway Co., $500,000.00 Bond Issue.

	TRACK		
	Reconstruction of Track Princeton Ave.,		
	Warren St. to Paul Ave. 4345 ft. Single Track		
	Charges to Road & Equipment		22772.43
	Reconstruction of Track E. State St.		
	D. & R. Canal to S. Clinton Ave. 750 ft. D.T.		
	Charges to Road & Equipment	5124.67	
	" " Rehabilitation	34.34	5159.01
	Reconstruction of Track S. Clinton Ave.		
	E. State St. to Penn. R. R. Bridge 1250 ft. D.T.		
	Charges to Road & Equipment		6484.06
	Reconstruction of Track S. Broad St.		
	State St. to Livingston St. 978 ft. D.T.		
	Charges to Road & Equipment (Ballast)	1377.71	
	Charges to Rehabilitation	6611.87	7989.58
	Reconstruction of Track E. State St.		
	Broad St. to D. & R. Canal 1645 ft. D.T.		
	Charges to Road & Equipment (Ballast)	1995.90	
	Charges to Rehabilitation	13167.63	15163.53

Reconstruction of Track S. Broad St.		
Greenwood Ave. to American Bridge Co's Crossing 1920 ft. D.T.		
Charges to Road & Equipment (Ballast)	1981.30	
Charges to Rehabilitation	18417.17	20398.47
Reconstruction of Track S. Clinton Ave.		
Penn. R. R. Bridge to Greenwood Ave. 630 ft. D.T.		
Charges to Road & Equipment (ballast)	216.38	
Charges to Rehabilitation	2785.62	3002.00
New Second Track Hamilton Ave.		
S. Clinton Ave. to Chambers St. 3250 ft. Track		
Charges to Road & Equipment		19030.67
Reconstruction of First Track Hamilton Ave.		
S. Clinton Ave. to Chambers St. 3250 ft. Track		
Charges to Rehabilitation		16678.38
Reconstruction of Track Centre St.		
Broad St. to Ferry St. 598 ft. D.T.		
Charges to Road & Equipment (Ballast)	321.60	
Charges to Rehabilitation	6487.22	6808.82
Reconstruction of Track N. Broad St.		
State St. to Perry St. 870 ft. D.T.		
Charges to Road & Equipment (Ballast)	531.30	

Charges to Rehabilitation	8866.40	9417.70
Reconstruction of Track S. Broad St. Livingston St. to Greenwood Ave. 1478 ft. D.T.		
Charges to Road & Equipment (Ballast)	1323.48	
Charges to Rehabilitation	17319.21	18642.69
Reconstruction of Track Stanton St. S. Clinton Ave. to S. Broad St. 600 ft.		
Charges to Road & Equipment (Ballast)	151.17	
Charges to Rehabilitation	833.33	984.50
Reconstruction of Track Centre St. near Lalor St. 80 ft. D.T.		
Charges to Road & Equipment (Ballast)	19.08	
Charges to Rehabilitation	516.22	535.30
Reconstruction S. Broad St. Hudson to Liberty Sts. 2984 ft. D.T.		
Charges to Road & Equipment		14257.02
Reconstruction Track Perry St. Broad St. to D. & R. Canal		
Charges to Rehabilitation		4.25
Atlas Joints & Bonds W. State St. Willow St. to Prospect St. & at Murray St.		
Charges to Road & Equipment (Ballast)	357.93	
Charges to Rehabilitation	6379.14	6737.07
Atlas Joints S. Clinton Ave.		
Charges to Rehabilitation		142.67
Joints Welded by Lorain Steel Co. S. Clinton Ave. from Greenwood Ave. to Dye St.		

Charges to Road & Equipment (Ballast)	26.66	
Charges to Rehabilitation	8161.97	8188.63
N. Clinton Ave. from Stone Bridge to Mulberry St.		
Charges to Road & Equipment (Ballast)	113.63	
Charges to Rehabilitation	3141.31	3254.94
Mulberry St. from Clinton Ave. to Terminus		
Charges to Road & Equipment (Ballast)	2.28	
Charges to Rehabilitation	506.47	508.75
N. Warren St. from Perry St. to Pennington Ave.		
Charges to Road & Equipment (Ballast)	99.02	
Charges to Rehabilitation	1561.49	1660.51
E. State St. from Clinton Ave. to Logan Ave.		
Charges to Road & Equipment (Ballast)	36.48	
Charges to Rehabilitation	6335.86	6372.34
W. State St. from Prospect St. to Overbrook Ave.		
Charges to Road & Equipment (Ballast)	32.79	
Charges to Rehabilitation	2477.51	2510.30
Paul Avenue.		
Princeton Ave. to Brunswick Ave.		
Charges to Rehabilitation		262.59
Pennington Ave. Frazier St. to Prospect St.		
Charges to Rehabilitation		605.37

Stanton St. at Switch		
Charges to Rehabilitation		18.90
Tracks Lowered—Pennington Ave.		
Charges to Road & Equipment (Ballast)	488.49	
Charges to Rehabilitation	1123.73	1612.22
New Guard Rail & Joints W. State St. & Murray St.		
Charges to Road & Equipment	5.04	
" " Rehabilitation	155.23	160.27
Crossover renewed Broad & State Sts.		
Charges to Road & Equipment		250.16
Renewal Curve S. Broad St. & D. & R. Canal		
Charges to Road & Equipment	269.66	
" " Rehabilitation	569.69	838.35
Renewal Special Work Centre & Lalor Sts.		
Charges to Road & Equipment	12.75	
" " Rehabilitation	547.76	560.51
Renewal Special Work S. Clinton & Hamilton Aves.		
Charges to Road & Equipment (Ballast)	207.69	
Charges to Rehabilitation	2810.25	3017.94
Renewal Switch State & Warren Sts.		
Charges to Rehabilitation		203.74
Renewal Special Work S. Broad & Market Sts.		
Charges to Rehabilitation		201.00
Renewal Curve Paul & Brunswick Aves.		
Charges to Rehabilitation		449.16
Renewal Curve Mulberry St.		
Charges to Rehabilitation		155.35
Renewal Crossover Broad & Hanover Sts.		
Charges to Rehabilitation		70.79

Renewal Steam Railroad Crossing N. Warren St.		
Charges to Rehabilitation		818.44
Renewal Steam Railroad Crossing E. State St.		
Charges to Rehabilitation		1124.06
Renewal Steam Railroad Crossing S. Broad St.		
Charges to Rehabilitation		1701.89
Renewal Steam Railroad Crossing Perry St.		
Charges to Rehabilitation		2957.42
Rebuilding Penn. R. R. Bridge E. State & Monmouth Sts.		
Charges to Rehabilitation		874.06
Renewal Switch Frog Broad & Centre Sts.		
Charges to Rehabilitation		124.94
Repairs to Asphalt Pavement		
Charges to Rehabilitation		10647.80
Paving W. State St. Overbrook Ave. to Parkside Ave.		
Charges to Road & Equipment		298.31
Plank Crossing S. Broad St.		
Charges to Road & Equipment		60.48
New Track Lalor St. Car House		
Charges to Road & Equipment		265.69
Installation Derailing Switch S. Broad St. Crossing		
Charges to Road & Equipment		282.58
Paving Lalor St. with Belgian Block		
Charges to Road & Equipment		180.78
Renewal Brick Pavement W. State St. Willow to Calhoun Sts.		
Charges to Rehabilitation		22.20
Rehabilitation of Suburban Lines:		
Princeton Line—Trenton to Shippetauquin Creek		
Charges to Road & Equipment	2252.08	
" " Rehabilitation	3312.87	5564.95

Yardville Line		
Charges to Road & Equipment	268.46	
" " Rehabilitation	610.43	878.89
Fair Grounds Line		
Charges to Road & Equipment	56.81	
" " Rehabilitation	237.04	293.85
Portable Crossover		
Charges to Road & Equipment		772.49
One Pellessier Rail Grinder		
Charges to Road & Equipment		1500.00
Miscellaneous Track Tools		210.60
Overhauling Bridges between Trenton & Lawrenceville		
Charges to Rehabilitation		288.41
		$233977.81

Power Plant.

Road & Equipment Charges.

Two Wetzel Mechanical Stokers installed 1911	1584.15
Steam Lines for 1500 K.W. Turbo Generator	5234.46
Extension to Power House Building	12095.81
New Concrete Floor under Turbines	2801.89
Two Wetzel Mechanical Stokers installed 1912	3125.00
One DeLaval Turbo-Generator 750 K.W. installed 1912	17125.47
Condensing Equipment for 750 K.W. Turbo Generator	5751.61
One Babcock & Wilcox Boiler installed 1911	538.41
Two Edge Moor Boilers installed 1912	111130.73
Two Connery & Co. Steel Smoke Stacks	2646.10
One DeLaval Turbo-Generator 1500 K.W. installed 1913	29427.49
One Steam Turbine Pump 55 h.p.	1469.40

Condensing Apparatus for 1500 K.W. Turbine		9321.75
Extra Condenser Pump Bushing		200.58
New 17 Panel Crocker-Wheeler Switchboard		
Charges to Road & Equipment 60% cost	$3031.27	
Charges to Rehabilitation 40% cost	1956.12	4987.39
Booster Switchboard—one panel		599.28
Addition to Switchboard for 1500 K.W. Turbine		432.24
Pipe Lines for 750 K.W. Turbo-Generator		1708.77
Pipe Lines from Intake & Discharge Wells		1939.84
Suction, Intake & Discharge Wells		3764.86
Retaining Wall Power House		6715.86
Asbestos Pipe Covering Old Equipment		120.00
Asbestos Pipe Covering Turbines		391.00
Oil Guards		36.20
Lightning Arrestors		49.88
Crosby Engine Indicator		60.35
Installation of Coal Conveyor		227.17
Miscellaneous Equipment for Power Plant		212.70
Iron Stairs from Turbine Floor to Basement		52.92
Arc Lights at Power House		18.24
Lights in cellar at Power House		63.96
New Storeroom Power House		24.46

Rehabilitation Charges.

Overhauling	Power House Machinery	8379.08
"	Electrical Instrument	49.83
"	Circuit Breakers	177.13
"	Boilers	487.80
"	Belts	12.00
"	Booster	9.50
"	Plumbing	70.00
"	Lights	13.96

"	Mechanical Stokers	1027.13
"	Building	210.00
Engine Parts		95.00
Replacing Wooden Floor with Concrete Floor		500.00
		$134889.40

Car Barn.

Cars & Equipments.
Road & Equipment.

Ten P. A. Y. E. Double Truck Cars #224-242 incl.	52193.63
Equipping Cars with Sand Boxes	643.28
Miscellaneous Equipment for Cars	499.69
Extra Car Wheels & Axles	30.40

Rehabilitation.

Rebuilding Cars	3782.56
Overhauling Car Bodies 1910	501.99
Overhauling Motor Equipment 1910	993.40
New International Registers	600.00
Snow Equipment	194.60
	$59439.55

Car Barn Buildings & Equipment.

Construction New Car Barn #5 Lalor & Davies Sts. property purchased from Jeremiah Lalor Estate for		30795.26
Corrugated Iron Barn #3 (Road & Equipment)	4333.66	
Moving & Erecting Corrugated Iron Barn #3 (Rehab)	3929.41	8263.07
New Tracks between Car Barns #3 & #5		187.12
Cement Sidewalks Davies, Lalor & Second Sts.		523.99
Vitrified Brick Pavement Davies St.		1860.87

Fire Pails A/C Insurance	33.77
New Floor Paint Shop	93.04
Time Clock Register	30.00
New Machinery in Shops	5325.82
Wreck Tools	255.17
Installation of Heating Plant Car Barn (Partial Cost)	4777.98

Rehabilitation.

Rehabilitation Roofs on Car Barns	448.12
Enlarging Storeroom	297.21
	$52891.42

Line:

Road & Equipment

New feeders S. Broad St.	2551.29
New Feeders Lawrenceville Line	7214.03
Overhead Line Hamilton Ave. second track	149.67
New Signals Princeton Line	23.44
Overhead Line Lalor St. Car House	36.76
New Feeder Cable at Mulberry St. & D. & R. Canal	13.61
New Pole S. Clinton & Roebling Sts.	3.80
Installation Bond Opener Mulberry St.	10.83
New Ground Wire Perry & Clinton Sts.	31.53
New Signal at White Horse	22.32
Cable Boxes Perry St. & D. &. R. Canal	361.97
New Feeder Poles Perry & Broad Sts.	108.71
Trolley Guard at S. Broad St. Railroad Crossing	306.76

Rehabilitation.

Overhauling Signal System	173.68
Overhauling Feeder Poles Perry St. Bridge	37.29
" Poles & Cables Power House	151.54
" Cables under Canal at Perry St.	225.19

" Cables under Canal at Mulberry St.	347.84
Replacing Trolley Wire	3030.93
Replacing Poles	1712.99
Painting Iron Poles	348.39
New Trough Warren St. Bridge	43.53
	$16906.10

Miscellaneous:

Road & Equipment.

Horse & Carriage	500.00
Horse for Line Wagon	150.00
Dump Wagon	125.00
Office Furniture	337.70
Payment A/C Plant Stores	538.40
Installation Western Union Clock Broad & State Sts.	10.84
A/C Stations, Waiting Rooms, etc.	4.60
New Stop Signs	26.98

Rehabilitation.

Overhauling Trolley Wagon	202.20
	$1895.72

Summary.

Track	$233977.81
Power Plant	134889.40
Cars & Equipments	59439.55
Car Barn Buildings & Equipment	52891.42
Line	16906.10
Miscellaneous	1895.72
	$500000.00
Charges to Road & Equipment	$319671.40
Charges to Rehabilitation	180328.60
	$500000.00

Trenton & Mercer County Traction Corp.

Expenditures for additions and betterments of Trenton property since October 15th, 1910.

Expended a/c Gen'l Mortgage Bond Issue, 1911		
Road and Equipment	$319,671.40	
Rehabilitation	180,328.60	$500,000.00
Trenton & Mercer County Traction Corporation		
Road and Equipment		128,562.38
Trenton Street Railway Company		
Road & Equipment	17,026.84	
Rehabilitation	56,841.61	73,868.45
Mercer County Traction Company		
Road and Equipment	25,791.75	
Rehabilitation	8,445.50	34,237.25
Trenton, Pennington & Hopewell St. Ry. Co.		
Road and Equipment	2,688.26	
Rehabilitation	9,236.84	11,925.10
Trenton, Hamilton & Ewing Traction Co.		
Road and Equipment	55,898.78	
Rehabilitation	192.96	56,091.74
		$804,684.92

1915

Construction work in progress:	
West State St. reconstruction Calhoun to Prospect Sts.	10,997.71
Suspense accounts:	
Inter-State Fair Terminal	3,171.11

Crosswicks Extension	2,351.81
Pay Within Features—large cars	627.76
	$821,833.31

October 22d, 1915.

EXHIBIT T. & M.—18.

Trenton and Mercer County Traction Corp.

	Outstanding Capital Stock of Trenton System	Rate of Dividend on Stock Issued
Dec. 31, 1899	$1,030,000.00	2.42
" 1900	1,030,000.00	2.42
" 1901	1,100,000.00	3.63
" 1902	1,350,000.00	2.96
" 1903	1,350,000.00	2.96
" 1904	1,350,000.00	4.44
" 1905	1,380,000.00	4.35
" 1906	1,380,000.00	4.35
" 1907	1,550,000.00	3.87
" 1908	1,550,000.00	3.87
" 1909	1,550,000.00	2.58
" 1910	1,550,000.00	0.00

Nov. 5th, 1915.

EXHIBIT T. & M.—18½.

Trenton and Mercer County Traction Corp.

Number of Track-men hours each year and total wages paid:

	Total Hours	Wages Paid
1911	90,731-¼	$15,498.20
1912	123,037	22,869.46
1913	209,529	42,449.92
1914	99,620	20,880.20
	522,917-¼	$101,697.78

Operating Expense per Car Mile.

1911	10.375¢
1912	11.560¢
1913	12.524¢
1914	13.932¢

The mileage used in this statement is revenue car miles only.

Nov. 5th, 1915.

EXHIBIT T. & M.—19.

Trenton and Mercer County Traction Corporation

Maximum Headway—Ordinary Daily Schedule

	1911	1912	1913	1914
W. State St. and Hamilton Ave.	8 min.	8 min.	8 min.	9 min.
Centre St. and East Trenton	10 "	10 "	10 "	10 "
Broad St. and East Trenton	10 "	10 "	10 "	10 "
Prospect St. and S. Clinton Ave.	8 "	8 "	8 "	9 "
Trenton Junction	32 "	32 "	32 "	36 "
Market St.	20 "	20 "	20 "	20 "
Wilbur and Pennington Ave.	22 "	16 "	16 "	16 "
Hutchinson Mills	22 "	16 "	16 "	16 "
Hamilton Square	44 "	32 "	32 "	32 "
Lawrenceville	40 "	20 "	20 "	20 "
Princeton	40 "	40 "	40 "	40 "

Pennington and Hopewell	60 "	60 "	60 "	60 "
Princeton and Brunswick Aves., to Harney Corner only, until Feb. 19, 1911, after that to Davis House, Lawrenceville.	20 "	(See Lawrenceville)		

Note: 11 min. headway between Odd Fellows' Home and E. State St. and Johnston Ave., until April 5th, 1911—8 min. headway beginning April 6th, 1911.

Nov. 5th, 1915.

EXHIBIT T. & M.—20.

Trenton and Mercer County Traction Corporation

Minimum Headway, excepting Holidays and Fair Week.

	1911	1912	1913	1914
W. State St. and Hamilton Ave.	4 min.	4 min.	4 min.	4 min.
Centre St. and East Trenton	5 "	5 "	5 "	5 "
Broad St. and East Trenton	3 "	3 "	3 "	3 "
Yardville	30 "	15 "	15 "	15 "
Prospect St. and S. Clinton Ave.	2 "	2 "	2 "	2 "
Trenton Junction	32 "	32 "	32 "	32 "
Market St.	20 "	20 "	20 "	20 "
Wilbur and Pennington Ave.	4 "	4 "	4 "	4 "
Hutchinson Mills	16 "	16 "	16 "	16 "
Hamilton Square	32 "	32 "	32 "	32 "
Lawrenceville	20 "	20 "	20 "	20 "

	Princeton	40 "	40 "	40 "	40 "
X	Pennington and Hopewell	45 "	45 "	60 "	60 "
	Princeton & Brunswick Aves., to Harney Corner only—	10 "	10 "	10 "	10 "

X Note: Extra cars on Pennington and Hopewell Division leave State and Broad Sts., at night and Pennington in the morning at same time as regular car, making headway the same at all times (year 1914 only).

Nov. 5th, 1915.

10 20 30 40

EXHIBIT T. & M.—21.

Trenton and Mercer County Traction Corporation.

Tax Assessments year 1910.

		Valuation	Rate	Tax
	City of Trenton			
	Property in Streets	226200	$1.96	$4433.52
	Personal Property	174600	"	3422.16
	Lincoln Ave.	26500	"	519.40
	Lincoln Ave. Storage Battery	3500	"	68.60
	N. Clinton Ave.	7900	"	154.84
	Sheridan Ave.—1 lot $500—1 lot $450	950	"	18.62
	Princeton Ave.	4000	"	78.40
	Lalor St.	36850	"	722.26
	Stuyvesant Ave.	1500	"	29.40
	Davies St.	1025	"	20.09
		483025		$9467.29
	Borough of Princeton			
	Princeton Terminus	1200	$1.57	18.84
	1600 ft. Track, etc.	2875	"	45.14
	250 ft. Track, etc.	450	"	7.06
	Princeton Township			
	Poles, Wires & Track	12375	$1.1668	144.37
	Lawrence Township			
	Tracks, etc.	25000	$1.00	250.00
	Power House	2000	"	20.00
	Ewing Township			
	Pennington Division	13500	$1.32	178.20
	Hamilton & Ewing (Trenton Jc. Line)	3000	"	39.60
	Pennington Borough			
	.87 miles wire	3600	$1.53	55.08
	Hopewell Township			
	7 miles of road	31500	$1.64	516.60
	Hopewell Borough			
	Tracks	3000	$1.49	44.70

Hamilton Township			
3 houses & Land White City Park	13500	$1.47	198.45
6.58 Miles Track E. State St. to Greenwood Ave.— Trenton to Yardville	29610	"	435.27
4 Lots Lafayette St.	600	"	8.82
Land at Yardville-Bowers	100	"	1.47
Hamilton & Ewing Ry. 4.06 miles to Hamilton Square	20700	"	304.29
	$646035		$11735.18

EXHIBIT T. & M.—22.

Trenton and Mercer County Traction Corporation.

Tax Assessments year 1914.

	Valuation	Rate	Tax
City of Trenton			
Property in Streets	230000	$2.16	$4968.00
Other Personal Property	325000	"	7020.00
Lincoln Ave. Power House	34500	"	745.20
" " Storage Battery	3500	"	75.60
Seward Ave. Lot	100	"	2.16
N. Clinton Ave. Stables & lot	7900	"	170.64
Sheridan Ave. Lot	500	"	10.80
" " "	450	"	9.72
Princeton Ave. Building	5100	"	110.16
Lalor St. Car Barns	53450	"	1154.52
Davies St. Car Barns	4025	"	86.94
Second St. Car Barns	2300	"	49.68
Stuyvesant Ave. Private Right of Way	1500	"	32.40
	668325		$14435.82

Borough of Princeton			
Tracks, Poles, Land, Bldgs., etc.	4525	$1.61	72.84
Entrance Alexander St.	270	"	4.35
Borough of Pennington			
Tracks, Poles, etc.	3600	$1.51	54.36
Borough of Hopewell			
Tracks, Poles, etc.	3600	$1.60	57.60
Lawrence Township			
Tracks, Poles, etc. also Private Right of Way	27000	$1.30	351.00
Storage Battery House	2500		32.50
Princeton Township			
Poles & Wires	6500	$1.18	
Private Right of Way	6000	"	147.50
Ewing Township			
Tracks, Poles, etc. Trenton Jc. Road	3000	$1.54	46.20
Tracks, Poles, etc. Pennington Road	13500	"	207.90
Hopewell Township			
7 miles of Road, etc.	31500	$1.62	510.30
Hamilton Township			
White City Park, 3 houses, 90 acres & 82 lots	20000	$1.46	292.00
Broad St. Park Land Asso. 4 lots	1600	"	23.26
Tracks, Poles, etc. Trenton to Yardville & E. State St. to Greenwood Ave.	29610	"	432.31
Lot at Yardville	2000	"	29.20
Tracks, Poles, etc. Hamilton Square Road & Private Right of Way	20700	"	302.22
Fire tax Broad St. Park			17.28
	844230		$17016.74

EXHIBIT T. & M.—23.

Trenton & Mercer County Traction Corp.

Approximate cost of reproduction of properties in and adjacent to the City of Trenton, owned and leased by the Trenton Street Railway Company made in 1910 by Rankin Johnson.

Estimate includes allowances for Engineering expenses and Contractors' profits and administration during construction, but does not include allowances for omissions, contingencies, interest during construction, taxes during construction, casualties during construction, working capital or intangibles.

72 miles of single track	$1,400,000.00	
180735 square Yards of paving	400,000.00	
26 bridges and culvert	50,000.00	
Right-of-Way—40,000 lin. feet	100,000.00	
99 pcs. Special Work, outside City 115 pcs. Special Work, inside City 19 Steam & Electric Crossings	150,000.00	
Total for Track, Substructure, Bridges & Paving		$2,100,000.00
72 Miles 2/0 trolley wire construction	140,000.00	
59.5 Miles 500,000 C. M. feeder construction 33 Miles 4/0 feeder construction 525 ft. 1,000,000 C.M. feeder under construction 1500 ft. 500,000 C.M. feeder under construction	180,000.00	
Total overhead wire construction		320,000.00

Power House real estate	6,000.00	
Brick Stack	16,000.00	
Power House with foundation	60,000.00	
Storage Battery— Lincoln Ave.	10,000.00	
Storage Battery— Princeton Line	10,000.00	
Switch Board	5,000.00	
2200 K. W. H. Units with accessories	193,000.00	
Total for Power House		300,000.00
Car Equipment:		
10—30 foot body double-truck cars	32,000.00	
5—20 foot body single-truck cars	20,000.00	
40—18 foot body single-truck cars	80,000.00	
2—16 foot body single-truck cars	3,200.00	
3—15 foot body single-truck cars	4,500.00	
32—10 bench open cars	48,000.00	
17— 9 " " "	22,100.00	
10— 4 motor equipments	28,000.00	
67— 2 " "	91,700.00	
5 Sweepers 1 Snow plow 1 Work Car 1 Sand Car 1 Line Car 2 - 1 Tower Wagon 1 Emergency Wagon	20,500.00	
Total for Car Equipment		350,000.00
Car Houses, Repair Shops, Tools and Adjacent Real Estate:		
Real Estate fronting on Lalor St., Davies St., Second St., N. Clinton Ave., & Princeton Ave.	$20,000.00	

Lalor Street Car Barn	60,000.00	
Iron Barn	9,000.00	
Paint and Carpenter Shops	30,000.00	
Boiler House and Heating Plant with Stack	5,000.00	
Car House Machinery and Tools	4,000.00	
Clinton Ave. Horse Barn	6,000.00	
Princeton Ave. Horse Barn	6,000.00	
Total for Car Houses		$140,000.00
Total		$3,200,000.00
Omissions and Contingencies—10%		320,000.00
		3,520,000.00
Interest, taxes and casualties during Construction—5%		176,000.00
		$3,696,000.00
Intangibles—30%		1,108,800.00
		4,804,800.00
Working Capital		140,000.00
Total cost to reproduce in 1910		4,944,800.00
Expenditures for capital account since 1910		800,000.00
		$5,744,800.00

EXHIBIT T. & M.—24.

Trenton and Mercer County Traction Corporation

	1911		1912		1913		1914	
	Tickets	Cash Fares	Tickets	Cash Fares	Tickets	Cash Fares	Tickets	Cash Fares
First Fare Zones								
Hamilton Ave. & W. State St.	2,482,431	644,421	2,774,247	634,125	2,840,014	686,898	2,953,185	670,435
Centre St. & East Trenton)			1,520,199	419,891	1,532,286	401,715	1,526,905	405,321
Broad St. & East Trenton)	3,693,594	998,149	2,359,062	581,904	2,488,414	605,461	2,500,700	583,020
Prospect St. & S. Clinton Ave.	2,479,119	660,943	2,526,446	614,558	2,657,583	636,114	2,662,150	646,990
Market St.	86,121	29,335	101,553	32,347	99,470	35,716	104,171	35,554
Pennington Ave. & E. State St.	1,616,336	432,783	1,694,791	433,207	1,910,634	476,537	1,919,256	457,433
Lawrenceville & Princeton	733,143	185,017	786,977	191,243	833,218	189,944	850,806	186,911
Pennington & Hopewell	226,481	21,940	275,170	32,117	325,261	37,363	371,462	40,344
First Fare Zones Totals	11,317,225	2,972,588	12,038,445	2,939,392	12,686,880	3,069,748	12,888,635	3,026,008
Second Fare Zones								
Yardville	201,666	29,588	215,266	31,305	241,735	33,064	243,325	34,177
Trenton Junction	33,615	7,363	30,594	5,500	30,271	5,285	25,828	4,796
Hutchinson Mills)			52,075	6,480	62,207	7,199	54,629	7,686

Hamilton Square)	305,178	41,000	253,219	28,491	282,487	28,904	275,971	28,651
Lawrenceville & Princeton (Lawr. Col.)	171,372	38,540	188,760	41,248	298,400	40,368	290,070	37,492
Pennington & Hopewell	269,298	17,260	240,301	17,726	271,115	18,674	283,140	19,245
Second Fare Zones Totals	981,129	133,751	980,215	130,750	1,186,215	133,494	1,172,963	132,047
Third Fare Zones								
Lawrenceville & Princeton (Prnct. Col)					151,238	23,429	141,204	18,761
Pennington & Hopewell	223,488	13,141	172,141	21,788	207,287	22,426	210,696	20,196
Third Fare Zones Totals	223,488	13,141	172,141	21,788	358,525	45,855	351,900	38,957
Fourth Fare Zone								
X Pennington & Hopewell	153,547	20,588	54,641	3,447				
Grand Totals	12,675,389	3,140,068	13,245,442	3,095,377	14,231,620	3,249,097	14,413,498	3,197,012

X Fare from Trenton to Hopewell reduced from four fares to three fares—May 1st, 1912.

Note—Third fare zone Princeton effective Feb. 5th, 1913.

Nov. 4th, 1915.

Exhibits

40 30 20 10

EXHIBIT T. & M.—25.

Power House Coal & Supplies

Year	Coal - Used		Water - Used		Oils - Used		Waste - Used	
1911	12,583.44 tons	$37,196.94	3,553,000 cu. ft.	$2,131.80	3,484-¼ gals.	$840.85	3,133 lbs.	$226.43
1912	15,426.15 "	45,420.48	4,267,000 " "	2,560.20	3,961-¾ "	911.16	1,732 "	122.74
1913	16,445.47 "	50,944.45	2,272,400 " "	1,363.44	2,195-½ "	514.66	155 "	11.16
1914	16,567.63 "	51,447.83	2,618,200 " "	1,570.92	2,939 "	840.75	510-½ "	25.39
					12,580-½ "	$3,107.42	5,530-½ lbs.	$385.72
1914					85 lbs. Grease	11.76	1200 Towels and Powder	62.75
Total	61,022.69 tons	$175,009.70	12,710,600 cu. ft.	$7,626.36		$3,119.18		$448.47

Cost of Power Generation per K. W. H.		Pounds of Coal per K. W. H.	
1911	0.74 c	1911	4.077
1912	0.79 c	1912	4.362
1913	0.74 c	1913	3.966
1914	0.78 c	1914	4.084

Nov. 3d, 1915.

EXHIBIT T. & M.—26A.

Articles of Agreement and Consolidation made and entered into this twenty-eighth day of June, in the year of our Lord one thousand eight hundred and ninety eight, by and between, The Trenton Passenger Railway Company, Consolidated, of the first part, The Pennington Avenue Passenger Railway Company, of the second part, The Mulberry Street Passenger Railway Company, of the third part, and The Ewing Passenger Railway Company, of the fourth part, all of said Companies being street railroad or railway companies, incorporated under the laws of the State of New Jersey, witnesseth as follows:

Whereas, The said Companies, parties hereto, are street railroad or railway companies or corporations, incorporated by or under the laws of the State of New Jersey, having lines of street railroads in the County of Mercer, in said State, and are desirous of merging and consolidating their capital stock, franchises and property, real, personal and mixed, under and in pursuance of the laws of said State authorizing such merger and consolidation, and

Whereas, The said parties hereto have agreed, and hereby do agree upon the conditions, provisions and restrictions hereinafter set forth as the terms and conditions of such consolidation and the mode of carrying the same into effect;

Now, Therefore, in consideration of the mutual covenants, agreements, provisions and grants herein contained, the said Companies, parties to this agreement, do by these presents merge, combine and consolidate their respective capital stocks, franchises, privileges, immunities, grants, capacities, properties and rights of way of every name and nature, and railroads into one company, to be called and known by the corporate name and style of Trenton Street Railway Company, which said consolidated company shall from hence forth have and possess all and singular, the rights, privileges and franchises, powers, immunities and capacities which are or have

been granted to or conferred upon or possessed or enjoyed by any of the said parties hereto, by virtue of any laws of said State; and the said corporations, parties hereto, have agreed upon and by these presents do agree upon and prescribe the following as the terms and conditions of said consolidation, which terms and conditions the said parties hereto do hereby mutually and severally covenant, promise and agree to keep, observe and perform;

First: The corporate name of the consolidated company hereby formed shall be Trenton Street Railway Company.

Second: The location of the principal office of said Trenton Street Railway Company in this State is at the northwest corner of Clinton and Greenwood Avenue, in the City of Trenton, County of Mercer. The name of the agent therein and in charge thereof upon whom process against said Company may be served is Henry E. Moore.

Third: The number of the directors of the said Company for the first year shall be seven; but the number of directors may be changed from time to time by the by-laws of the Company.

Fourth: The names and places of residence of the directors of the said Trenton Street Railway Company, hereby formed, who shall be the first directors thereof, and who shall manage its affairs during the first year and until others are chosen in their place, are as follows, that is to say:—

Thomas C. Barr,	Orange, N. J.
Jonathan H. Blackwell,	Trenton, N. J.
Anthony R. Kuser,	Newark, N. J.
John L. Kuser,	Trenton, N. J.
Edward J. Moore,	Philadelphia, Pa.
Henry C. Moore,	Trenton, N. J.
Ferdinand W. Roebling,	Trenton, N. J.

Fifth: The persons next hereinafter named shall be the first officers of the said Trenton Street Railway Company, and shall hold their respective offices until others shall be duly elected and qualified in their stead, that is to say: Henry C. Moore, shall be the first President, Thomas C. Barr, shall be the first

Vice President, John L. Kuser, shall be the first Treasurer, and John L. Kuser, shall be the first Secretary, of said Company.

Sixth: There shall be an annual meeting of the stockholders of said Company, for the election of directors thereof, which meeting shall be held at such time and the election shall be conducted in such manner and under such regulations as shall be prescribed by the by-laws of the said Trenton Street Railway Company.

The President, Vice President, Treasurer, and Secretary, shall be appointed by the board of directors in such manner and for such period as the by-laws of the Company shall prescribe.

The board of directors may provide for the appointment from time to time of such other officers, as they may deem expedient, and may fill all vacancies that may happen in the board for the unexpired terms.

Seventh: The amount of the capital stock of the said Trenton Street Railway Company shall be one million dollars, consisting of twenty thousand shares of the par value of fifty dollars each.

Eight: The capital stock of the said Companies, parties hereto and hereby consolidated, shall be convertible into the capital stock and bonds of the said Trenton Street Railway Company in manner following, that is to say:

The Capital stock of The Trenton Passenger Railway Company, Consolidated, which now consists of fifteen thousand shares, of the par value of one hundred dollars each, shall be convertible into nineteen thousand eight hundred shares of the capital stock of Trenton Street Railway Company, hereby formed, and into bonds of said Trenton Street Railway Company, to the amount of five hundred and forty thousand dollars, said bonds to be part of an issue of bonds to the amount of two millions of dollars to be made by said Trenton Street Railway Company, of which bonds to the amount of one million dollars shall be reserved to take or refund a like amount of bonds heretofore issued by the party

of the first part hereto and now outstanding; twelve bonds shall be issued for the purpose of carrying out this agreement, as hereinafter provided, and the balance of said issue of bonds, namely, bonds to the amount of four hundred and forty-eight thousand dollars, or any part thereof, shall be issued from time to time, as may be required by the board of directors of said Trenton Street Railway Company; said bonds shall be the denomination of one thousand dollars each, to bear interest at the rate of five per centum, per annum, payable semi-annually, on the first days of January and July; said bonds shall bear date, June thirtieth, eighteen hundred and ninety-eight, and be payable July first, nineteen hundred and thirty-eight; the principal and interest thereof to be payable in gold coin of the United States of the present standard of weight and fineness, and to be secured by a consolidated mortgage or deed of trust, covering all the property owned and to be acquired by said Trenton Street Railway Company; said nineteen thousand eight hundred shares of stock and bonds to the amount of five hundred and forty thousand dollars to be divided among the owners of the stock of The Trenton Passenger Railway Company, Consolidated *pro rata* upon the surrender of the shares of the capital stock of said The Trenton Passenger Railway Company, Consolidated.

The Capital stock of The Pennington Avenue Passenger Railway Company, which now consists of fifty-one shares of the par value of one hundred dollars each, shall be convertible into said bonds of said Trenton Street Railway Company, to the amount of six thousand dollars upon the surrender of the shares of the capital stock of said The Pennington Avenue Passenger Railway Company.

The capital stock of The Mulberry Street Passenger Railway Company, which now consists of fifty-one shares of the par value of one hundred dollars each, shall be convertible into said bonds of said Trenton Street Railway Company, to the amount of six thousand dollars upon the surrender of the

shares of the capital stock of said The Mulberry Street Passenger Railway Company.

The capital stock of The Ewing Passenger Railway Company, which now consists of fifty shares of the par value of one hundred dollars each, shall be convertible into two hundred shares of the capital stock of said Trenton Street Railway Company, namely, one share of the stock of said The Ewing Passenger Railway Company for four shares of the stock of said Trenton Street Railway Company, upon the surrender of the shares of the capital stock of said The Ewing Passenger Railway Company.

Ninth: And the said parties hereto, in consideration of the promises and for other good and valuable considerations them thereunto severally moving, do hereby severally and respectively grant, assign, convey and set over to and vest in the said Trenton Street Railway Company for the purpose of such consolidation, and for all other purposes, all their several and respective railroads and rights of way, and all buildings, cars, horses, equipment, implements and materials used and acquired therefor by each of the parties hereto respectively, and their several and respective rights, rights of way, privileges, immunities, franchises, powers, and all their several and respective lands, real estate, property, moneys and effects, rights of action and things of every name and nature now owned or held by the said parties, severally and respectively, or to which they severally and respectively have any right, title, interest or claim, either in law or in equity.

Tenth: And it is further understood and agreed that the parties hereto, and their respective directors, shall and do hereby agree to this consolidation upon the terms aforesaid, and the said consolidated company hereby formed namely, Trenton Street Railway Company, shall and does hereby accept the property, rights, privileges and franchises of each of said companies, parties hereto, respectively, subject to the respective debts of said companies parties hereto.

Eleventh: The parties hereto, for the considerations aforesaid, do mutually agree and declare that

the said consolidation shall take effect and the said Trenton Street Railway Company, hereby formed, shall come into existence and go into operation immediately upon the due making and perfecting of these articles of agreement, and filing the same, or a copy of the same in the office of the Secretary of State of New Jersey, as required by law, and the board of directors and other officers of said Company, hereby formed, shall have full power and authority to make, execute and deliver the mortgage and bonds referred to in the seventh paragraph of this agreement, and to perform this agreement in all respects by all necessary or proper acts for that purpose.

In witness whereof the parties hereto have caused their respective seals to be hereto affixed, by authority of the respective boards of directors, and have caused the same to be attested by their respective Presidents and Secretaries the day and year first above written.

The Trenton Passenger Railway Company,
Consolidated,
By
Henry C. Moore,
President.

(Seal of Company)
Attest:
J. L. Kuser,
Secretary.

The Pennington Avenue Passenger
Railway Company,
By
J. Howard Solomon,
President.

(Seal of Company)
Attest:
John Hyde,
Secretary.

The Mulberry Street Passenger
Railway Company.
By
Peter E. Hurley,
President.

(Seal of Company)
Attest:
T. P. Nippes,
Secretary.
The Ewing Passenger Railway Co.
By
B. Frank Abbett,
President.

(Seal of Company)
Attest:
Willard S. Gulick,
Secretary.

State of New Jersey } ss.
County of Mercer }

Be it remembered, That on this twenty-eighth day of June in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared, John L. Kuser, known to me, to be the Secretary of The Trenton Passenger Railway Company, Consolidated, one of the corporations described in and which executed the foregoing agreement, who, being by me duly sworn, on his oath did depose and say that he is the Secretary of said The Trenton Passenger Railway Company, Consolidated, that he knows the corporate seal of the said Company, and that the seal affixed to the said agreement and purporting to be the seal of said Company is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the said Company, that Henry C. Moore is the President, of the said Company, and did sign the said agreement by order of the said Board of Directors in this deponent's presence and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

(Signed)
Frank Bergen,
Master in Chancery of New Jersey.

State of New Jersey
County of Mercer } ss.

Be it remembered, That on this twenty-eighth day of June in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared, John Hyde, known to me, to be the Secretary of The Pennington Avenue Passenger Railway Company, one of the corporations described in and which executed the foregoing agreement, who, being by me duly sworn on his oath did depose and say that he is the Secretary of said The Pennington Avenue Passenger Railway Company, that he knows the corporate seal of the said Company, and that the seal affixed to the said agreement and purporting to be the seal of said Company, is in fact the corporate seal thereof, that the said seal was so affixed to the said agreement by order of the Board of Directors of the said Company, that J. Howard Solomon, is the President, of the said Company, and did sign the said agreement by order of the said Board of Directors in this deponent's presence, and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

Frank Bergen,
Master in Chancery of New Jersey.

State of New Jersey
County of Mercer, } ss.

Be it remembered, That on this twenty-eight day of June, in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared, Frank P. Nippes, known to me, to be the Secretary of The Mulberry Street Passenger Railway Company, one of the corporations de-

scribed in and which executed the foregoing agreement, who being by me duly sworn, on his oath did depose and say that he is the Secretary of said The Mulberry Street Passenger Railway Company, that he knows the corporate seal of the said Company and that the seal affixed to the said agreement and purporting to be the seal of said Company is in fact the corporate seal thereof, that the said seal was so affixed to the said agreement by order of the Board of Directors of the said Company, that Peter E. Hurley, is the President, of the said Company and did sign the said agreement by order of the said Board of Directors, in this deponent's presence and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

Frank Bergen,
Master in Chancery of New Jersey.

State of New Jersey }
County of Mercer, } ss.

Be it remembered, That on this twenty-eighth day of June in the year of our Lord one thousand eight hundred and ninety-eight, before me, the subscriber, a Master in Chancery of the State of New Jersey, personally appeared Willard S. Gulick, known to me, to be the Secretary of The Ewing Passenger Railway Company, one of the corporations described in and which executed the foregoing agreement, who, being by me duly sworn, on his oath did depose and say that he is the Secretary of said The Ewing Passenger Railway Company, that he knows the corporate seal of the said Company, and that the seal affixed to the said agreement and purporting to be the seal of said Company is in fact the corporate seal thereof, that the said seal was so affixed to the said agreement by order of the Board of Directors of the said Company, that B. Frank Abbett, is the President of the said Company, and did sign the

said agreement by order of the said Board of Directors in this deponent's presence, and that this deponent, by the like order of the said Board of Directors, did sign his name thereto in attestation of the execution thereof.

Frank Bergen
Master in Chancery of New Jersey.

The undersigned, Secretary of The Trenton Passenger Railway Company, Consolidated, hereby certifies that at a meeting of the stockholders of said Company, held at the corner of Greenwood and South Clinton Avenues, in the City of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock, in the afternoon, (due notice of the time and place of said meeting and the object thereof having been given, to the stockholders of said Company), the foregoing articles of agreement and consolidation were, in pursuance of the notice aforesaid submitted to the meeting of stockholders of said The Trenton Passenger Railway Company, Consolidated, for their action thereon, that a vote by ballot was taken for the adoption or rejection of the same, and that fourteen thousand nine hundred and sixty-seven votes were cast, being more than three-fourths of all the votes of all the stockholders of said Company, for the adoption of said agreement.

"In witness whereof I have hereto set my hand and the corporate seal of said The Trenton Passenger Railway Company, Consolidated, this twenty-ninth day of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided."

J. L. Kuser, Secretary, of
The Trenton Passenger Railway
Company, Consolidated.

(Seal of Company)

The undersigned, Secretary of The Pennington Avenue Passenger Railway Company, hereby certifies that at a meeting of the stockholders of said Company, held at the corner of Greenwood and South Clinton Avenues, in the City of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock in the afternoon, (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said Company), the foregoing articles of agreement and consolidation were, in pursuance of the notice aforesaid submitted to the meeting of stockholders of said The Pennington Avenue Passenger Railway Company, for their action thereon, that a vote by ballot was taken for the adoption or rejection of the same, and that fifty-one votes were cast, being the entire capital stock of the said The Pennington Avenue Passenger Railway Company, for the adoption of said agreement.

"In witness whereof, I have hereto set my hand and the corporate seal of the said The Pennington Avenue Passenger Railway Company, this twenty-ninth day of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided."

John Hyde,
Secretary of
The Pennington Avenue Passenger
Railway Company.

(Seal of Company)

The undersigned Secretary of The Mulberry Street Passenger Railway Company, hereby certifies that at a meeting of the stockholders of said Company, held at the corner of Greenwood and South Clinton Avenues, in the city of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock in the afternoon, (due notice of the time and place of said meeting and the object thereof having been given to the stockholders

of said Company), the foregoing articles of agreement and consolidation were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Mulberry Street Passenger Railway Company, for their action thereon, that a vote by ballot was taken for the adoption or rejection of the same, and that fifty-one votes were cast, being the entire capital stock of the said The Mulberry Street Passenger Railway Company, for the adoption of said agreement.

"In witness whereof I have hereunto set my hand and the corporate seal of the said The Mulberry Street Passenger Railway Company, this twenty-ninth day of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided."

F. P. Nippes,
Secretary of
The Mulberry Street Passenger
Railway Company.

(Seal of Company)

The undersigned Secretary of The Ewing Passenger Railway Company, hereby certifies that at a meeting of the stockholders of said Company, held at the corner of Greenwood and South Clinton Avenues, in the City of Trenton, on the twenty-ninth day of June, eighteen hundred and ninety-eight, at two o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said Company), the foregoing articles of agreement and consolidation were in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Ewing Passenger Railway Company, for their action thereon, that a vote by ballot was taken for the adoption or rejection of the same and that fifty votes were cast, being the entire capital stock of the said The Ewing Passenger Railway Company, for the adoption of said agreement.

"In witness whereof I have hereunto set my hand and the corporate seal of the said The Ewing Passenger Railway Company, this twenty-ninth day of June, eighteen hundred and ninety-eight, pursuant to the statute in such case made and provided."

W. S. Gulick,
Secretary of
The Ewing Passenger Railway Company.

(Seal of Company)

EXHIBIT T. & M.—26B.

STATEMENT

Trenton Street Railway Company

Issue of Capital Stock and Bonds, and how applied, as shown by the books of the Company each year ending December 31, 1898 to December 31, Inclusive.

Trenton Street Railway Company

Agreement of Consolidation

Dated June 28, 1898

between

The Trenton Passenger Railway Company, Consolidated, The Pennington Avenue Passenger Railway Company, The Mulberry Street Passenger Railway Company and The Ewing Passenger Railway Company, provides issues as follows:—

For

The Capital Stock of the Trenton Passenger Railway Company, Consolidated, 15,000 shares par $100. each,	$1,500,000.00
The Capital Stock of The Pennington Avenue Passenger Railway Company, 51 shares par $100. each,	5,100.00
The Capital Stock of The Mulberry Street Passenger Railway Company, 51 shares par $100. each,	5,100.00
The Capital Stock of The Ewing Passenger Railway Company, 50 shares par $100. each,	5,000.00

Trenton Street Railway Company.

Capital Stock, 19,800 shares of $50. each,	$990,000.00
Consolidated Mtge. 5% Bonds, 540 of $1,000. each,	540,000.00
Consolidated Mtge. 5% Bonds, 6 of $1000. each,	6,000.00
Consolidated Mtge. 5% Bonds, 6 of $1000. each,	6,000.00
Capital Stock, 200 Shares of $50.00 each,	10,000.00

Summary

Trenton Street Railway Company.

Capital Stock, 20,000 shares of $50.00, ea.	$1,000,000.00
Consolidated Mtge. 5% Bonds, 552 of $1000. each,	552,000.00

Against the Outstanding Bonds of The Trenton Passenger Railway Company Consolidated, at the time of consolidation, and the issuance of the Trenton Street Railway Company Capital Stock and Bonds under the Agreement of Consolidation as heretofore (above) shown, an entry appears on the books of the Trenton Street Railway Company of Charges to *Capital Account* as follows:—

1898			1898		
June 29			June 29		
Railroad and Appurtenances,		$2,587,093.40	Trenton Passenger Railway Company Consolidated Mtge. 6% Bonds,		1,000,000.00
Spring Lake Park,	37,926.61		Trenton Street Railway Company Consolidated Mtge. 5% Bonds,		552,000.00
Less Mortgage,	20,000.00	17,926.61	Trenton Street Railway Company Capital Stock,		1,000,000.00
		$2,605,020.01			$2,552,000.00

Subsequent records of Bonds issued, and how applied.

1898		1898	
June 29		June 29	
Railroad and Appurtenances,	2,587,093.40	Capital Stock outstanding,	1,000,000.00

Spring Lake Park,	37,926.61		Consolidated 6% Mtge. Bonds,		1,000,000.00
	20,000.00	17,926.61	Consolidated 5% " "		552,000.00
Dec. 31					
Railroad and Appurtenances,		23,176.79			
Construction	19,079.28				
Equipment,	4,097.51				
	23,176.79				
		$2,628,196.80			$2,552,000.00

1899			1899		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		2,610,270.19	Capital Stock,		1,000,000.00
Spring Lake Park,	37,926.61		Consolidated 6% Mtge. Bonds,		1,000,000.00
	20,000.00	17,926.61	Consolidated 5% " "		552,000.00
Dec. 31			July 5		
Railroad and Appurtenances,		112,622.01	Consolidated 5% Mtge. Bonds, issued,		200,000.00
Equipment Power House,	142.20				

Construction,	2,838.43	
Equipment cars,	24,238.44	
Lalor St. Car House,	6,068.55	
Lawrenceville Extension,	54,519.10	
Brunswick Ave. "	15,715.09	
Cars,	9,100.20	
	112,622.01	
		$2,740,818.81

1900.		
Jan. 1		
Railroad and Appurtenances,		$2,722,892.20
Spring Lake Park,	37,926.61	
	20,000.00	17,926.61
Dec. 31		
Railroad and Appurtenances,		74,304.75
Construction,	1,312.53	
Equipment,	8,946.74	

1900.	
Jan. 1	
Capital Stock,	$1,000,000.00
Consolidated 6% Mtge. Bonds,	1,000,000.00
" 5% " "	752,000.00
	$2,752,000.00

Equipment, Power House,	191.56				
Cars,	7,576.78				
Tools,	118.35				
Reconstruction,	1,246.95				
1899 & 1900					
Yardville Extension,	25,188.82				
Centre St. Improvement,	29,604.52				
East State St. Paving,	118.50				
	$74,304.75				
		$2,815,123.56			$2,752,000.00
1901			1901.		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		$2,797,196.95	Capital Stock,		$1,000,000.00
Spring Lake Park,	37,926.61		Consolidated 6% Mtge. Bonds,		1,000,000.00
	20,000.00	17,926.61	" 5% " "		752,000.00
			" 5% " "		
Dec. 31			Issued,		48,000.00
Railroad and Appurtenances,		25,657.19			

Electric Equipment of Cars,	6,862.36
Line Construction-Mat.	388.97
Tools,	108.95
Buildings,	150.00
Real Estate,	234.00
State & Warren Imp.	1,693.30
Wilbur Improvement,	4,489.24
Air Brakes,	825.00
Centre Street Imp.	3,725.77
Cars,	9,036.27
Yardville Extension,	10.00
	$27,523.86
Credit:	
By Cash a/c Fire,	1,866.67
	$25,657.19

Spring Lake Park,		154.60			
		$2,840,935.35			$2,800,000.00

1902.			1902.		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		$2,822,854.14	Capital Stock,		$1,000,000.00
Spring Lake Park,	38,081.21		Consolidated 6% Mtge. Bonds,		1,000,000.00
	20,000.00	18,081.21	" 5% " "		800,000.00
Dec. 31			Mch. 25		
			Consolidated 5% Mtge. Bonds, Issued,		143,000.00
Railroad and Appurtenances,		30,856.08			
Electric Equipment of Cars,	562.52		Oct. 16		
Overhead Construction,	5,854.48		Consolidated 5% Mtge. Bonds, Issued,		20,000.00
State Street Imp.	1,687.12				

Storage Battery Equip.	13,993.61		Dec. 11		
Cars,	129.58		Consolidated 5% Mtge. Bonds,		
S. Broad St. Imp.	8,628.77		Issued,		37,000.00
	$30,856.08				
		$2,871,791.43			$3,000,000.00

1903			1903		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		$2,853,710.22	Capital Stock,		$1,000,000.00
Spring Lake Park,	38,081.21		Consolidated 6% Mtge. Bonds,		1,000,000.00
	20,000.00	18,081.21	" 5% " "		1,000,000.00
Dec. 31					
Railroad and Appurtenances,		33,289.92			
Real Estate,	288.00				
Storage Battery Equip.	3.00				
Paving and Rebuilding, Tracks Broad St., Centre					

St., Perry St., Warren St. and Clinton Ave.	30,687.19			
Fenders,	2,159.38			
Feeder Line Constr.	152.35			
	$33,289.92			
		$2,905,081.35		$3,000,000.00

1904.			1904	
Jan. 1			Jan. 1	
Railroad and Appurtenances,		$2,887,000.14	Capital Stock,	$1,000,000.00
Spring Lake Park,	38,081.21		Consolidated 6% Mtge. Bonds,	1,000,000.00
	20,000.00	18,081.21	" 5% " "	1,000,000.00
Dec. 31				
Railroad and Appurtenances,		24,449.89		
Building Reconstruction,	1,200.00			
Fenders,	1,589.89			

Bridge over Hutchinson's Pond, Yardville,	2,600.00				
Power House Equipment,	19,060.00				
		$24,449.89			
		$2,929,531.24			$3,000,000.00
1905.			1905.		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		$2,911,450.03	Capital Stock,		$1,000,000.00
Spring Lake Park,	38,081.21		Consolidated 6% Mtge. Bonds,		1,000,000.00
	20,000.00	18,081.21	" 5% " "		1,000,000.00
Dec. 31					
Railroad and Appurtenances,		23,099.74			
Add. Feeder a/c Electrolysis,	4,995.15				
Reconstruction Tracks and Paving N. Clinton Ave.	15,811.87				

Track & Line Constr.		
Broad St.	62.40	
Paving Mulberry St.	1,790.56	
Power House Equip.		
540.00		
100.24	439.76	
	$23,099.74	
		$2,952,630.98

1906.		
Jan. 1		
Railroad and Appurtenances,		$2,934,549.77
Spring Lake Park,	38,081.21	
	20,000.00	18,081.21
		$2,952,630.98

	$3,000,000.00

1906.	
Jan. 1	
Capital Stock,	$1,000,000.00
Consolidated 6% Mtge. Bonds,	1,000,000.00
" 5% " "	1,000,000.00
Oct. 1, 1906, $10,000. Consolidated Bonds 6% Mtge., matured, and $10,000. Consolidated Mtge. 5% Bonds issued in lieu.	
	$3,000,000.00

40	30		20	10	
1907.			1907.		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		$2,934,549.77	Capital Stock,		$1,000,000.00
Spring Lake Park,	38,081.21		Consolidated 6% Mtge.		
	20,000.00	18,081.21	Bonds,	1,000,000.00	
				10,000.00	990,000.00
Dec. 31					
Railroad and Appurtenances,		14,275.60	Consolidated 5% Mtge.		
Reconstruction Tracks,			Bonds,	1,000,000.00	
East State St.	9,694.16			10,000.00	1,010,000.00
Warren St. Imp.	631.59				
Reconstruction Bridges,			Oct. 1, 1907—$10,000.00 Consolidated Mtge. 6% Bonds matured and $10,000.00 Consolidated Mtge. 5% Bonds issued in lieu.		
Princeton Lines,	3,949.85				
	$14,275.60				
		$2,966,906.58			$3,000,000.00
1908.			1908.		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		$2,948,825.37	Capital Stock,		$1,000,000.00

Spring Lake Park,	38,081.21	
	20,000.00	18,081.21
Dec. 31		
Railroad and Appurtenances,		18,860.63
Paving, City of Trenton	13,232.93	
Reconstruction Tracks, South Clinton Ave.	5,627.70	
	$18,860.63	
		$2,985,767.21

Consolidated 6% Mtge. Bonds,	$1,000,000.00	
	20,000.00	980,000.00
Consolidated 5% Mtge. Bonds,	1,000,000.00	
	20,000.00	1,020,000.00
Oct. 1, 1908, $10,000.00 Consolidated Mtge. 6% Bonds, matured, and $10,000.00 Consolidated Mtge. 5% Bonds issued in lieu.		
		$3,000,000.00

1909.	
Jan. 1	
Railroad and Appurtenances,	$2,967,686.00

1909.	
Jan. 1	
Capital Stock,	$1,000,000.00

Spring Lake Park,	38,081.21		Consolidated 6% Mtge.		
	20,000.00	18,081.21	Bonds,	$1,000,000.00	
				30,000.00	970,000.00
Dec. 31					
Railroad and Appurtenances,		38,992.05	Consolidated 5% Mtge.		
Paving City of Trenton,	38,992.05		Bonds,	1,000,000.00	
				30,000.00	1,030,000.00
			Oct. 1, 1909, $10,000.00 Consolidated Mtge. 6% Bonds matured, and $10,000.00 Consolidated Mtge. 5% Bonds issued in lieu.		
		$3,024,759.26			$3,000,000.00
1910.			1910.		
Jan. 1			Jan. 1		
Railroad and Appurtenances,		$3,006,678.05	Capital Stock,		$1,000,000.00

Spring Lake Park,	38,081.21		Consolidated 6% Mtge.		
	20,000.00	18,081.21	Bonds,	$1,000,000.00	
				40,000.00	960,000.00
Dec. 31					
Railroad and Appurtenances,		2,552.53	Consolidated 5% Mtge.		
Engineering Expense,	2,652.53		Bonds,	1,000,000.00	
Credit:—				40,000.00	1,040,000.00
Sale of Boilers,	100.00				
	$2,552.53		Oct. 1, 1910, $10,000. Consolidated Mtge. 6% Bonds matured, and $10,000.00 Consolidated Mtge. 5% Bonds issued in lieu.		
		$3,027,311.79			$3,000,000.00

1911.		1911.	
Jan. 1		Jan. 1	
Railroad and Appurtenances,	$3,009,230.58	Capital Stock,	$1,000,000.00

Spring Lake Park,	38,081.21	
	20,000.00	18,081.21
Dec. 31		
Railroad and Appurtenances,		102,215.27
1910 & 1911		
Paving City of Trenton,	86,291.20	
1910 Relaying Tracks, Broad St. to State St.	4,775.87	
1910 Relaying Tracks, Broad St. at Canal,	985.80	
1910 Relaying Tracks—State St. from Broad to Willow,	5,384.96	
1911 Power House Equipment, New Boiler,	7,424.30	
	$104,862.13	
Credit:—		
Sale of Boilers,	100.00	

Consolidated 6% Mtge.		
Bonds,	$1,000,000.00	
	50,000.00	950,000.00
Consolidated 5% Mtge.		
Bonds,	1,000,000.00	
	50,000.00	1,050,000.00

Oct. 1, 1911—$10,000. Consolidated Mtge. 6% Bonds matured and $10,000. Consolidated Mtge. 5% Bonds issued in lieu.

56.34 tons rail @ $38.40,	2,163.46		
70 prs. Joints @ 4.32,	302.40		
225 Rail braces @ .36,	81.00	2,646.86	
		$102,215.27	
		$3,129,527.06	$3,000,000.00

During the year 1911, an additional mortgage was made securing an issue of $500,000.00—6% bonds, as provided in lease dated October 15, 1910, of Trenton Street Railway Company to Trenton and Mercer County Traction Corporation, and subsequent approvals of the Board of Public Utility Commissioners for the State of New Jersey. The original records of the expenditures made from the proceeds of sale of these bonds will be found on the books of the Trenton and Mercer County Traction Corporation, Lessee.

EXHIBIT T. & M.—27.

STATEMENT

Mercer County Traction Company's Issue of Stock and Bonds and how applied each year ending December 31, 1899 to December 31, 1910 inclusive.

1899		
Aug. 1	Capital Stock issued, 300 shs. @ $100. ea.	$30,000.00
1900.		
Dec. 31	Capital Stock outstanding, 300 shs. @ $100. ea.	$30,000.00

Feb. 19	Railway and Appurtenances, Cash paid Trenton Street Ry. Co. on a/c Construction work.	$30,000.00	Jan. 1	Capital Stock outstanding, 300 shs. @ $100. ea.	$30,000.00
			Feb. 19	Capital Stock issued, 700 shs. @ $100. ea.	70,000.00
Dec. 31	Railway and Appurtenances, Issuance of 700 Shs. of Capital Stock of $100. ea. 70,000.00 and 130 First Mtge. Bonds @ $1000. ea. 130,000.00	200,000.00	Dec. 31	First Mtge. Bonds issued, 130 @ $1000. ea.	130,000.00
				Issued to Trenton Street Railway Co. account construction work done to Feb. 1, 1901.	
		$200,000.00			
	to Trenton Street Railway Company a/c construction work to Feb. 1, 1901.				
		$230,000.00			$230,000.00

1902.

Dec. 31	Railway and Appurtenances,	$230,000.00	Dec. 31 Capital Stock outstanding 1000 shs. @ $100. ea.	$100,000.00
			" " First Mtge. Bonds outstanding 130 @ $1000. ea.	130,000.00
		$230,000.00		$230,000.00

1903.

Dec. 31	Railway and Appurtenances,	$230,000.00	Dec. 31 Capital Stock outstanding 1000 shs. @ $100. ea.	$100,000.00
			" " First Mtge. Bonds outstanding 130 @ $1000. ea.	130,000.00
		$230,000.00		$230,000.00

1904.

Jan. 1 Railway and Appurtenances,	$230,000.00	Jan. 1	Capital Stock outstanding, 1000 shs. @ $100. ea.	$100,000.00
		" "	First Mtge. Bonds outstanding, 130 @ $1000. ea.	130,000.00
Dec. 31 Railway and Appurtenances,	146,000.00	Dec. 31	First Mtge. Bonds issued 146 @ $1000. ea.	146,000.00
Issuance of 146 First Mtge. Bonds of $1000. ea. to Trenton Street Railway Co. a/c organization, construction and equipment expenditures.			Issued to Trenton Street Railway Company for expenditures a/c organization, construction and equipment.	
	$376,000.00			$376,000.00

1905.

Dec. 31 Railway and Appurtenances,	$376,000.00	Dec. 31	Capital Stock outstanding, 1000 shs. @ $100. ea.	$100,000.00

			" "	First Mtge. Bonds outstanding, 276 @ $1000. ea.	276,000.00
		$376,000.00			$376,000.00

1906.

Dec. 31	Railway and Appurtenances,	$376,000.00	Dec. 31	Capital Stock outstanding, 1000 shs. @ $100. ea.	$100,000.00
			" "	First Mtge. Bonds outstanding, 276 @ $1000. ea.	276,000.00
		$376,000.00			$376,000.00

1907.

Dec. 31	Railway and Appurtenances,	$376,000.00	Dec. 31	Capital Stock outstanding, 1000 shs. @ $100. ea.	$100,000.00

			" "	First Mtge. Bonds outstanding, 276 @ $1000. ea.	276,000.00
		$376,000.00			$376,000.00

1908.

Jan. 1	Railway and Appurtenances,	$376,000.00	Jan. 1	Capital Stock outstanding, 1000 shs. @ $100. ea.	$100,000.00
			" "	First Mtge. Bonds outstanding, 276 @ $1000. ea.	276,000.00
May 13	Railway and Appurtenances,	9,000.00	May 13	First Mtge. Bonds issued 9 @ $1000. ea.	9,000.00
	Issuance of 9 First Mtge. Bonds of $1000. ea. of Trenton Street Ry. Co. a/c Construction and equipment expenditures.			Issued to Trenton Street Railway Co. for expenditures made to property and in accordance with lease.	
		$385,000.00			$385,000.00

40	30	20	10
		1909.	
Jan. 1 Railway and Appurtenances,	$385,000.00	Jan. 1 Capital Stock outstanding 1000 shs. @ $100. ea.	$100,000.00
		" " First Mtge. Bonds outstanding 285 @ $1000. ea.	285,000.00
Oct. 14 Railway and Appurtenances, Issuance of 15 First Mtge. Bonds of $1000. ea. to Trenton St. Ry. Co. a/c construction and equipment expenditures.	15,000.00	Oct. 14 First Mtge. Bonds issued 15 @ $1000. ea.	15,000.00
	$400,000.00		$400,000.00
		1910.	
Dec. 31 Railway and Appurtenances,	$400,000.00	Dec. 31 Capital Stock outstanding 1000 shs. @ $100. ea.	$100,000.00
		" " First Mtge. Bonds outstanding 300 @ $1000. ea.	300,000.00
	$400,000.00		$400,000.00

EXHIBIT T. & M.—27A.

Meeting of the Board of Directors of the Mercer County Traction Company, pursuant to notice duly given, was held at the office of the Company on Wednesday, October 13th, 1909, at 2:00 o'clock P. M.

Present:—Messrs. Rigg, Rosen, and Hurley, a quorum.

The President presented a notice received from the Trenton Street Railway Company, giving the details of additional expenditures made in the equipment of the Mercer County Traction Company from December 31, 1907, (the date of the previous settlement), to September 30th, 1909. After a general discussion of the matter, the following preamble and resolution was unanimously adopted:—

Whereas, Mercer County Traction Company is indebted to the Trenton Street Railway Company in the sum of $15,544.95, for additional expenditures made in the equipment of this Company; and

Whereas, Trenton Street Railway Company has requested this Company to forthwith deliver the balance of its bonds to provide on account of the amount of money necessary to pay said indebtedness; therefore

Resolved, That the President be and is hereby directed to deliver to Trenton Street Railway Company $15,000.00 par value, the balance, of this Company's First Mortgage 5% Gold Bonds, dated July 1st, 1904, with all coupons maturing after July 1st, 1909, attached; same to be accepted at their par value in payment on account of said indebtedness, in accordance with the terms and provisions of lease of Mercer County Traction Company to Trenton Street Railway Company, dated August 1st, 1904.

On motion, it was

Resolved, That the Board of Directors of Mercer County Traction Company request The Real Estate Title Insurance and Trust Company of Philadelphia, Trustee, to deliver to this Company $15,000.00 of

bonds, being the balance of an authorized issue of $300,000.00, secured by a mortgage of Mercer County Traction Company to The Real Estate Title Insurance and Trust Company of Philadelphia, dated July 1st, 1904, under and in accordance with the terms and conditions in said mortgage contained; said delivery to be made immediately upon said bonds being duly certified as belonging to the series secured by said mortgage of $300,000.00.

On motion, meeting adjourned.

(Signed) T. W. Grookett, Jr.
Secretary.

I, T. W. Grookett, Jr., Secretary of the Mercer County Traction Company, hereby certify that the foregoing is a true and correct copy of the minutes of a meeting of the Board of Directors of said Company, duly held on Wednesday, October 13th, 1909.

Witness my hand and the seal of the Company this 15th day of November, A. D. 1915.

T. W. Grookett Jr
(Seal) Secretary.

Pursuant to notice duly given, a meeting of the Board of Directors of the Mercer County Traction Company was held at the office of the Company on Monday, May 11th, 1908, at 11:00 o'clock A. M.

A quorum present.

The President presented a notice received from the Trenton Street Railway Company, giving the details of additional expenditures made in the construction and equipment of the lines of railway of this Company, from December 2nd, 1904, (the date of the previous settlement), to December 31st, 1907, After a general discussion of the matter, the following preamble and resolution were unanimously adopted:—

Whereas, Mercer County Traction Company is indebted to the Trenton Street Railway Company in the sum of $9,081.15, for additional expenditures made in the construction and equipment of various lines of railway of this Company; and

Whereas, Trenton Street Railway Company has requested this Company to forthwith deliver bonds sufficient to provide the amount of money necessary to pay said indebtedness; therefore

Resolved, That the President be and is hereby directed to deliver to Trenton Street Railway Company $9,000.00 par value of this Company's First Mortgage 5% Gold Bonds, dated July 1st, 1904, with all coupons maturing after Jan. 1st, 1908, attached; same to be accepted at their par value in payment on account of said indebtedness, in accordance with the terms and provisions of lease of Mercer County Traction Company to Trenton Street Railway Company, dated August 1st, 1904.

On motion, it was

Resolved, That the Board of Directors of Mercer County Traction Company requests The Real Estate Title Insurance and Trust Company of Philadelphia, Trustee, to deliver to this Company $9,000.00 of bonds, being a part of an authorized issue of $300,000.00 secured by a mortgage of Mercer County Traction Company to The Real Estate Title Insurance and Trust Company of Philadelphia, dated July 1st, 1904, under and in accordance with the terms and conditions in said mortgage contained; said delivery to be made immediately upon said bonds being duly certified as belonging to the series secured by said mortgage of $300,000.00.

On motion, meeting adjourned.

(Signed) T. W. Grookett Jr.
Secretary.

I, T. W. Grookett, Jr., Secretary of the Mercer County Traction Company, hereby certify that the foregoing is a true and correct copy of the minutes of a meeting of the Board of Directors of said Company, duly held on Monday, May 11th, 1908.

Witness my hand and the seal of the Company this 15th day of November A. D. 1915.

T. W. Grookett Jr
Secretary.

(Seal)

Pursuant to notice duly given, a meeting of the Board of Directors of Mercer County Traction Company was held at the office of the Company on Thursday, December 22nd, 1904, at 1.45 o'clock P. M.

A quorum present.

The President presented a notice received from Trenton Street Railway Company, giving the details of expenditures made in the organization, construction and equipment of the lines of railway of this Company, from February 19th, 1901 (the date of the previous settlement), to December 2nd, 1904. After a general discussion of the matter, the following preamble and resolution were unanimously adopted: —

Whereas, Mercer County Traction Company is indebted to the Trenton Street Railway Company in the sum of $146,002.75, for expenditures necessary in the organization, construction and equipment of various lines of railway of this Company, including the construction, during the year 1904, of Prospect Street and Stuyvesant Avenue extension; and

Whereas, Trenton Street Railway Company has requested this Company to forthwith deliver bonds sufficient to provide the amount of money necessary to pay said indebtedness; therefore

Resolved, That the President be and is hereby directed to deliver to Trenton Street Railway Company $146,000.00 par value of this Company's First Mortgage 5% Gold Bonds, dated July 1st, 1904, with all coupons maturing *after* January 1st, 1905, attached; same to be accepted at their par value in payment on account of said indebtedness, in accordance with the terms and provisions of lease of Mercer County Traction Company to Trenton Street Railway Company, dated August 1st, 1904.

On motion, it was

Resolved, that the Board of Directors of Mercer County Traction Company requests The Real Estate Title Insurance and Trust Company of Philadelphia, Trustee, to deliver to this Company $146,000.00 of bonds, being a part of an authorized issue of $300,000.00 secured by a mortgage of Mercer County

Traction Company to The Real Estate Title Insurance and Trust Company of Philadelphia, dated July 1st, 1904, under and in accordance with the terms and conditions in said mortgage contained; said delivery to be made immediately upon said bonds being duly certified as belonging to the series secured by said mortgage of $300,000.00.

On motion meeting adjourned.

(Signed) T. W. Grookett, Jr.
Secretary.

I, T. W. Grookett, Jr., Secretary of the Mercer County Traction Company, hereby certify that the foregoing is a true and correct copy of the minutes of a meeting of the Board of Directors of said Company, duly held on Thursday, December 22nd, 1904.

Witness my hand and the seal of the Company this 15th day of November A. D. 1915.

T. W. Grookett Jr
Secretary.

Transcript from the minutes of a meeting of the Board of Directors of the Mercer County Traction Company, duly held on Feb. 19, 1901.

"Upon motion it was also resolved that the President be authorized to settle the claim of Trenton Street Railway Company against the Mercer County Traction Company by issuing and delivering to said Trenton Company 130 four per cent forty year gold bonds of this Company of the denomination of $1,000. each, being part of the issue of bonds authorized at this meeting, and $70,000. in full paid stock of this Company and $30,000. in cash."

I, T. W. Grookett, Jr., Secretary of the Mercer County Traction Company, hereby certify that the foregoing is a true and correct transcript of the minutes of a meeting of the Board of Directors of said Company, duly held on February 19th, 1901.

Witness my hand and the seal of the Company this 15th day of November A. D. 1915.

T. W. Grookett Jr

(Seal) Secretary.

EXHIBIT T. & M.—28A.

THIS AGREEMENT

Made and entered into this 26th day of March, A. D. 1903, between *Interstate Railways Company,* of the first part, hereinafter called Contractor, and *Trenton, Pennington and Hopewell Street Railway Company,* of the second part, hereinafter called Railway Company; both parties being corporations of the State of New Jersey.

Witnesseth: That for and in consideration of the payments and covenants herein mentioned to be made and performed by Railway Company, Contractor hereby covenants and agrees to construct and equip a complete single track electric street railway, with turnouts, over, upon and along the Hopewell and Pennington Turnpike from the City of Trenton, via Pennington, to the Borough of Hopewell, in the County of Mercer and State of New Jersey, which construction and equipment shall include—

1. All the material and labor for all the grading, bridges, culverts and road crossings as shown upon the plan, location and profile hereto attached, and all the ballast, ties, rails, turnouts, guard rails, switches, frogs, angle plates, bolts, spikes and other appliances whatsoever, required for the successful operation of the said railway.

2. All the electric appliances for the operation of the said railway, to wit: poles, trolley wires, span wires, feed wires, insulators, frogs, switches, circuit breakers, circuit cut-outs, strain insulators, eye bolts, bonding wires, and other appliances whatsoever, set up complete in all respects, ready to operate.

3. A steam engine of 1250 Horse Power, with foundations and steam piping, complete, ready to operate, at such place as the President of Railway Company shall designate; also one 750 K. W. Stanley direct connected generator, with the necessary switch boards, cables, volt-meters, ampere meters, switches, lightning arrestors, and other appliances whatsoever, complete, ready to operate.

4. Five electric car equipments, of four motors each, and five air brake equipments, mounted, ready to operate, and ten trucks and five semi-convertible car bodies mounted thereon, of such dimensions as the President of Railway Company may determine.

5. Storage Battery of 264 cells, storage battery building, and land on which to locate and erect the same.

And Contractor hereby covenants and agrees to furnish all the materials, labor and equipment aforesaid and all minor articles necessary to the successful and convenient operation of the said electric railway, and not herein specifically enumerated, and to finish in a substantial and workmanlike manner, the entire railway aforesaid, ready to operate, to the satisfaction and acceptance of the Board of Directors of Railway Company.

And Contractor in further consideration of the premises agrees to settle and pay for all property purchased by Railway Company for the right of way, and procure all local franchises, and pay for all damages to private persons or corporations, arising out of the construction of said electric railway.

6. For and in consideration of the true and faithful performance by Contractor of the covenants and conditions contained in this agreement, Railway Company hereby promises and agrees to pay to said Contractor, its successors or assigns, for the work done and materials furnished as aforesaid, as follows; to wit:—

Six Hundred Thousand Dollars in lawful money of the United States from time to time as the engineer of Railway Company shall certify the progress of the work.

In Witness Whereof, the said parties hereto have caused their respective corporate seals to be hereunto affixed, duly attested, the day and year first above written.

Interstate Railways Company,
By
(Signed) John A. Rigg
President.

(Seal)

Attest:
(Signed) Remi Remont
Secretary.
Trenton, Pennington and Hopewell St. Ry. Co.,
By
(Signed) Henry C. Moore
President.
(Seal)
Attest:
(Signed) Wm. S. Bell
Secretary.

Received June First, 1904, of Trenton, Pennington & Hopewell Street Railway Company 350 First Mortgage Gold Bonds, numbered one to three hundred fifty inclusive, Par Value $1000.00 each, bearing interest at the rate of five per cent (5%) per annum, payable semi-annually, secured by mortgage of the Fidelity Trust Company (of Newark, N. J.) with all interest coupons maturing after June first 1904, attached, in full payment and satisfaction of the balance of the $350,000.00 due, and to become due, under terms of the contract dated March 26th, 1903, between Interstate Railways Company and Trenton, Pennington & Hopewell Street Railway Company, and in accordance with resolution of Board of Directors adopted May 26th, 1904.

Interstate Railways Company
By
(Signed) John A. Rigg
President.
(Seal)
Attest:
(Signed) Remi Remont
Secretary.

EXHIBIT T. & M.—28B.

STATEMENT

Trenton, Pennington and Hopewell Street Railway Company issue of Stock and Bonds and how applied, as shown by the books of the Company each year ending December 31, 1903 to December 31, 1910, inclusive.

1902.

Certain expenditures made but later reimbursed by Contractor.		Sept. 22	Capital Stock issued 5000 shs. @ $50. ea. 10% pd.	$50,000.00

1903.

Apr. 30 Railroad and Appurtenances, Estimate No. 1 on a/c Contract dated March 26, 1903.	$54,500.00	Jan. 1	Capital Stock outstanding 5000 shs. @ $50. ea. 10% pd.	50,000.00

40	30		20	10	
May 30 Railroad and appurtenances Estimate No. 2 on a/c Contract dated March 26, 1903, paid as follows:—		195,500.00	June 2	Capital Stock outstanding Balance of 80% pd.	200,000.00
May 8, 1903, Cash,	$50,000.00				
June 2, 1903, "	200,000.00				
		$250,000.00			$250,000.00

1904.

Jan. 1 Railroad and Appurtenances		$250,000.00	Jan. 1	Capital Stock outstanding 5000 shs. @ $50. ea.	$250,000.00
May 30 Railroad and appurtenances Estimate No. 3 on a/c Contract dated March 26, 1903, Paid in bonds.		250,000.00	June 1	First Mtge. Bonds issued 350 @ $1000. ea. Issued to Contractor a/c contract dated March 26, 1903.	350,000.00
Nov. 30 Railroad and Appurtenances, Estimate No. 4, and final account of Contract dated March 26, 1903. Paid in Bonds.		100,000.00			
		$600,000.00			$600,000.00

EXHIBIT T. & M.—29A.

This Agreement made this twenty-first day of March, one thousand nine hundred and six, between *Trenton Street Railway Company* of the first part, hereinafter called Contractor, and the *Trenton, Hamilton and Ewing Traction Company* of the second part, hereinafter called Railway Company, both parties being corporations of the State of New Jersey, *Witnesseth*:

That *Whereas,* Railway Company proposes to construct lines of street railway in the County of Mercer one of said lines to begin at the Westerly terminus of the lines of the street railway of Contractor on West State Street in the City of Trenton and continuing thence to the forks of the River Road and the Asylum Road; the second of said lines to begin at the Terminus of the Stuyvesant Avenue line of the Street Railway of the Mercer County Traction Company and continuing thence on Stuyvesant Avenue about three thousand feet, at which point turning westerly, over private right of way of the Railway Company, across the property of the Park Place Land Company until the Asylum Road is reached; thence following the Asylum Road to Trenton Junction. The third of said lines to begin at East State Street and Johnston Avenue and extend over East State Street to lands of the Fashion Farm Land Company; thence over the private right of way of the Railway Company, via Hutchinson's Mills to Mercerville in Hamilton Township, and thence by the highway to Hamilton Square. The three lines of railway aforesaid being shown on maps recently filed by Railway Company in the Office of the Secretary of State of New Jersey, and being authorized by ordinances passed by the Common Council of the City of Trenton, the Township Committees of the Townships of Hamilton and Ewing, and the Board of Chosen Freeholders of Mercer County; and

Whereas, it will be convenient and advantageous

for both parties to have said three lines constructed and equipped for operation by Contractor, *Now Therefore,*

This Agreement Witnesseth, that for and in consideration of the payments and covenants herein mentioned to be made and performed by Railway Company, Contractor hereby covenants and agrees to purchase all of the material for and to construct said lines of Street Railway as the same are indicated on the maps filed with the Secretary of State of New Jersey, and according to the construction specifically required by the ordinances of the Common Council of the City of Trenton, the Townships of Hamilton and Ewing and the Board of Chosen Freeholders of the County of Mercer, and to completely equip the same for operation by electricity, such equipment to consist of poles, trolley wires, span wires, feed wires, cars, motors, a snow plough and such other appurtenances and appliances whatsoever, required for the successful operation of the said Railway Company.

2. Contractor hereby further agrees to reimburse Railway Company for all expenditures heretofore or hereafter made in acquiring rights of way, franchises and for legal and other necessary expenses connected therewith. And Contractor further agrees to furnish all materials, labor and equipment aforesaid and all minor articles necessary to the successful and convenient operation of the said railway and not herein specifically enumerated, and to finish in a substantial and workmanlike manner the entire railway aforesaid ready to operate, to the satisfaction and acceptance of the Board of Directors of Railway Company.

3. For and in consideration of the true and faithful performances by Contractor of the covenants and conditions contained in this agreement, Railway Company hereby promises to and agrees to pay to said Contractor, its successors or assigns, for the work done and materials furnished as aforesaid, as follows, to wit:—

Thirty Thousand Dollars in lawful money of the

United States; *One Hundred and Seventy Thousand Dollars* in Stock of Railway Company, and *Three Hundred and Fifty Thousand Dollars* in First Mortgage 5% Gold Bonds, to be issued by Railway Company dated the first day of November A. D. 1905, payable in fifty years thereafter, secured by a mortgage on all the property and franchises of Railway Company, owned by the said Railway Company, at the time of execution of the said mortgage, or thereafter to be acquired. The aforesaid payments to be made from time to time as the engineer of Railway Company shall certify the progress of the work.

It is hereby further agreed, that the work of construction and equipping said proposed lines of street railway shall begin on each line as soon as the rights of way therefor, and permission to construct the same, shall have been obtained by the Railway Company, and shall be prosecuted as rapidly as possible to completion.

In Witness Whereof the parties hereto have caused these presents to be duly executed under their respective corporate seals and signed by each of their Presidents, in duplicate, the day and year first above written.

Trenton Street Railway Company,
By
(Signed) Remi Remont,
Vice President.

(Seal)

Attest:
(Signed) T. W. Grookett Jr.
Secretary.

Trenton Hamilton and Ewing
Traction Company
By
(Signed) Karl E. Roebling,
President.

(Seal)

Attest:
(Signed) L. C. Taylor,
Secretary.

Prepared by .....

Approved as to terms .....

Approved as to Form (Signed) F. Bergen, R. L. J.

Pursuant to notice duly given, meeting of the Board of Directors of the Trenton, Hamilton and Ewing Traction Company was held at the office of the Company, on Thursday, June 13th, 1907, at 12 o'clock M.

Present—Messrs. Karl G. Roebling, William A. Anderson, Benedict C. Kuser and Louis C. Taylor.

On motion, duly seconded, the following preamble and resolutions were unanimously adopted,

Whereas, on the 21st day of March, 1906, the Trenton, Hamilton and Ewing Traction Company entered into a Contract with Trenton Street Railway Company for the construction and equipment of three lines of railway in said contract described, which has been fully performed and completed in accordance with the terms and conditions of said Contract; therefore

Resolved, That the three lines of railway described in the Contract between this Company and the Trenton Street Railway Company, dated March 21st, 1906, and the equipment thereof and expenditures for right of way, &c., be and are hereby accepted in settlement and discharge of the duties, obligations and undertakings of the Trenton Street Railway Company, the Contractor, and that the President and Treasurer be and they are hereby directed to make payment to the said Trenton Street Railway Company, Contractor, of $170,000. in stock of Trenton, Hamilton and Ewing Traction Company, the balance due under the terms of said contract, in full settlement of all demands of said Trenton Street Railway Company arising under said Contract.

Resolved, That the Secretary be and is hereby authorized and directed to furnish a certified copy

of the above resolution to Trenton Street Railway Company.

On motion, meeting adjourned.

(Signed) Louis C. Taylor,
Secretary.

I, Louis C. Taylor, Secretary of the Trenton, Hamilton and Ewing Traction Company, hereby certify that the following is a true and correct copy of the minutes of the Directors' meeting of this Company, held June 13th, 1907.

Witness my hand and seal of the Company this 13th day of June, 1907.

(Signed) L. C. Taylor,
Secretary.

(Seal)

New Jersey State Library

EXHIBIT T. & M.—29B.

STATEMENT

Trenton, Hamilton and Ewing Traction Company issue of Stock and Bonds and how applied, as shown by the books of the Company, each year ending December 31, 1905 to December 31, 1910 inclusive.

		1905.			
Aug. 11	Paid to State Treasurer—later returned,	$25,000.00	Aug. 11	Capital Stock issued, 300 shs. @ 100 ea.	$30,000.00
		1906.			
Mch. 31	Railway and Appurtenances, Estimate No. 1 on a/c Contract dated March 21, 1906.	47,250.00	Jan. 1	Capital Stock outstanding 300 shs. @ 100 ea.	30,000.00

Apr. 27	Railway and Appurtenances, Estimate No. 2 on a/c Contract dated March 21, 1906. The above paid as follows:— Apr. 27, 1906, Bonds at par, $350,000.00 " 30, " Cash, 30,000.00	332,750.00	Apr. 27	First Mtge. Bonds issued 350 @ $1000. ea. Issued to Contractor a/c Contract dated March 21, 1906.	350,000.00
		$380,000.00			$380,000.00

1907.

Jan. 1	Railway and Appurtenances,	$380,000.00	Jan. 1	Capital Stock outstanding, 300 shs. @ $100. ea.	30,000.00
			" "	First Mtge. Bonds outstanding, 350 @ $1000. ea.	350,000.00
June 13	Railway and Appurtenances,	170,000.00	June 26	Capital Stock issued, 1700 shs. @ $100. ea.	170,000.00
	Final Estimate, in full of amount due under Contract dated Mch. 21, 1906,			Issued to Contractor a/c Contract dated March 21, 1906.	
		$550,000.00			$550,000.00

1908.

Dec. 31 Railway and Appurtenances,	550,000.00	Dec. 31	Capital Stock outstanding 2000 shs. @ $100. ea.	200,000.00
		" "	First Mtge. Bonds outstanding 350 @ $1000. ea.	350,000.00
	$550,000.00			$550,000.00

1909.

Dec. 31 Railway and Appurtenances,	$550,000.00	Dec. 31	Capital Stock outstanding 2000 shs. @ $100. ea.	200,000.00
		" "	First Mtge. Bonds, 350 @ $1000. ea.	350,000.00
	$550,000.00			$550,000.00

1910.

Dec. 31	Railway and Appurtenances,	$550,000.00	Dec. 31	Capital Stock outstanding 2000 shs. @ $100. ea.	$200,000.00
			" "	First Mtge. Bonds, 350 @ $1000. ea.	350,000.00
		$550,000.00			$550,000.00

40 30 20 10

EXHIBIT T. & M.—30.

Statement of Bonds
Mercer County Traction Company
Owned by
Trenton Street Railway Company.

December 31, 1901,	Received			$130,000.00
" 31, 1904,	"			146,000.00
				$276,000.00
December 31, 1904,	Sold			113,000.00
				$163,000.00
February 24, 1905,	Sold	34,000.00		
December 30, 1905,	"	28,000.00		62,000.00
				$101,000.00
May 13, 1908,	Received,			9,000.00
October 24, 1908,	Bought			18,000.00
December 31, 1908,	Bought			11,000.00
				$139,000.00
October 14, 1909,	Received			15,000.00
				$154,000.00
November 26, 1909	Sold			26,000.00
				$128,000.00
March 4, 1912,	Sold			128,000.00
				$ 0.00

EXHIBIT T. & M.—31.

The United Power and Transportation Company
Alphabetical List of Stockholders
November 12th, 1915.

Name.	Address.
Bar, Thomas C.,	Newark, N. J.
Buckley, R. Nelson,	Philadelphia, Penna.
Carson, Robert N.,	Philadelphia, Penna.
Catherwood, D. B. Cummins,	Philadelphia, Penna.
Frame, John M.,	Reading, Pennsylvania.
The Real Estate Title Insurance and Trust Co. of Philadelphia, Trustee,	Philadelphia, Penna.
Jones, Richmond L.,	Reading, Pennsylvania.
Lea, Preston,	Wilmington, Delaware.
Leiper, James G.,	Philadelphia, Penna.
MacFaden, John,	Philadelphia, Penna.
McIlvain, Wm.,	Reading, Pennsylvania.
Moore, Edward J.,	Philadelphia, Penna.
Moore, Henry C.,	Trenton, N. J.
Moore, Samuel Jr.,	Philadelphia, Penna.
Rigg, John A.	Reading, Pennsylvania.
Rigg, Walter A.,	Reading, Pennsylvania.
Roebling, Ferdinand W.,	Trenton, N. J.
Welsh, Charles W.,	Philadelphia, Penna.

I, Jno. W. Goodwin, Secretary of The United Power and Transportation Company, hereby certify that the foregoing is a true and complete statement of said Company's stockholders as of November 12th, 1915.

Witness my hand and the seal of the Company this 12th day of November, A. D. 1915.

Jno. W. Goodwin
Secretary.

(Seal)

EXHIBIT T. & M.—33.

Certified List
Board of Directors
The United Power and Transportation Company

John A. Rigg,
Richmond L. Jones,
F. W. Roebling,
Preston Lea,
R. Nelson Buckley,
D. B. C. Catherwood,
John M. Frame,
Chas. W. Welsh,
James G. Leiper,
Walter A. Rigg,
William McIlvain.

I, Jno. W. Goodwin, Secretary of The United Power and Transportation Company, hereby certify that the foregoing is a correct and complete list of the Directors of said Company as of this date.

Witness my hand and the seal of the Company, this 12th day of November, A. D. 1915.

Jno. W. Goodwin
(Seal) Secretary.

EXHIBIT T. & M.—34.

Stockholders of Record
Trenton Street Railway Company
November 15, 1915.

Name.	Address.
F. W. Roebling,	Trenton, N. J.
John A. Rigg,	Reading, Pa.
Richmond L. Jones,	Reading, Pa.
Thos. W. Grookett, Jr.	Philadelphia, Pa.

F. W. Roebling, Jr.	Trenton, N. J.
John W. Goodwin,	Wilmington, Del.
Dr. Edwin H. Ginnelley,	Trenton, N. J.
The United Power and Transportation Co.	Camden, N. J.

I, T. W. Grookett, Jr., Secretary of the Trenton Street Railway Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company as of the 15th day of November, 1915.

Witness my hand and seal this 15th day of November, A. D. 1915.

T. W. Grookett Jr
Secretary. (Seal)

EXHIBIT T. & M.—35.

Stockholders of Record
Trenton Street Railway Company
October 11, 1910.

Name.	Address.
F. W. Roebling,	Trenton, N. J.
John A. Rigg,	Reading, Pa.
Richmond L. Jones,	Reading, Pa.
Wm. R. McIlvain,	Reading, Pa.
T. W. Grookett, Jr.	Philadelphia, Pa.
J. H. Blackwell,	Trenton, N. J.
P. E. Hurley,	Trenton, N. J.
D. B. C. Catherwood,	Philadelphia, Pa.
Dr. Edwin H. Ginnelley,	Trenton, N. J.
The United Power and Transportation Co.	Camden, N. J.

I, T. W. Grookett, Jr., Secretary of the Trenton Street Railway Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company as of October 11, 1910.

Witness my hand and seal this 12th day of November A. D. 1915.

T. W. Grookett Jr (Seal)
Secretary.

EXHIBIT T. & M.—36.

Stockholders of Record
Trenton Street Railway Company
June 20, 1899.

Name.	Address.
Trenton Traction Co.	Trenton, N. J.
F. W. Roebling,	Trenton, N. J.
John L. Kuser,	Trenton, N. J.
J. H. Blackwell,	Trenton, N. J.
A. R. Kuser,	Trenton, N. J.
Thomas C. Barr,	Orange, N. J.
Edward J. Moore,	Philadelphia, Pa.
Henry C. Moore,	Trenton, N. J.
R. S. Woodruff,	Trenton, N. J.
R. N. Carson,	Philadelphia, Pa.
Hugh H. Hamill,	Trenton, N. J.
Geo. B. Jenkinson,	Newark, N. J.
B. C. Kuser,	Trenton, N. J.
James G. Leiper,	Philadelphia, Pa.
Howard A. Stevenson,	Philadelphia, Pa.
Wm. D. Frishmuth,	Philadelphia, Pa.
B. M. Shanley,	Newark, N. J.
J. Evarts Clancy,	Trenton, N. J.
E. B. Gaddis,	Newark, N. J.
E. J. Moore & Co.	Philadelphia, Pa.
Benjamin Rowland,	Philadelphia, Pa.

R. V. Kuser,	Trenton, N. J.
Edward H. Duryee,	Newark, N. J.
Howard W. Hayes,	Newark, N. J.
Benoni Frishmuth,	Philadelphia, Pa.
S. Arthur Whitaker,	Philadelphia, Pa.
Anna F. Francine,	Philadelphia, Pa.
Israel Kenton,	Philadelphia, Pa.
Howard Rowland,	Cheltenham, Pa.
Rush Rowland,	Cheltenham, Pa.
Lynford Rowland,	Cheltenham, Pa.
Lynford Rowland, Jr.	Cheltenham, Pa.
Katharine Raleigh,	Philadelphia, Pa.
Henry S. Tallman,	Woodbury, N. J.
Cecelia H. Rainsford,	Philadelphia, Pa.
Henry Fell and Chas. E. Heed, Trustees,	Philadelphia, Pa.
George D. King,	Chadd's Ford, Del. Co., Pa.
Walter Raleigh,	Philadelphia, Pa.
Edwin C. Weaver, (Executor)	Philadelphia, Pa.
Fire Association of Phila.	Philadelphia, Pa.
Estate of M. J. Dohan (Decd.)	Philadelphia, Pa.
Mary Tryon,	Philadelphia, Pa.
Horace Hugh Francine,	Philadelphia, Pa.
Samuel Walker,	Philadelphia, Pa.
Annie E. Ruff,	Philadelphia, Pa.
Estate of Henry Tilge (Dec'd.)	Philadelphia, Pa.
Henrietta W. Pearsall,	Philadelphia, Pa.
Mary Pearsall,	Philadelphia, Pa.
Mary J. McGlensey,	Philadelphia, Pa.
Edwin C. Weaver,	Philadelphia, Pa.
Charles W. Lee,	Philadelphia, Pa.
William G. Mayburry,	Philadelphia, Pa.
John Blood,	Philadelphia, Pa.
J. Lancaster Repplier,	Reading, Pa.
Mary L. McGlensey,	Philadelphia, Pa.
Ellen Moore,	Philadelphia, Pa.
Charles F. Wignall,	Philadelphia, Pa.
Henry T. Freyer,	Philadelphia, Pa.
Gilman & Finninger,	Philadelphia, Pa.
Francis H. Moore,	Philadelphia, Pa.
Henry Tatnall,	Philadelphia, Pa.
John S. Truitt,	Woodbury, N. J.

Lydia Ellicott Morris,	Philadelphia, Pa.
Barker Gummere, Jr.	Trenton, N. J.
Mrs. Louisa Dunn,	Newark, N. J.
A. R. & J. L. Kuser,	Trenton, N. J.

I, T. W. Grookett, Jr., Secretary of the Trenton Street Railway Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company as of June 20, 1899.

Witness my hand this 12th day of November, A. D. 1915.

T. W. Grookett Jr
Secretary.

EXHIBIT T. & M.—37.

Stockholders of Record
Trenton, Pennington and Hopewell Street Railway Co.
October 11, 1910.

Name.	Address.
F. W. Roebling,	Trenton, N. J.
D. B. C. Catherwood,	Philadelphia, Pa.
P. E. Hurley,	Trenton, N. J.
John A. Rigg,	Reading, Pa.
Wm. R. McIlvain,	Reading, Pa.
Richmond L. Jones,	Reading, Pa.
Dr. Edwin H. Ginnelley,	Trenton, N. J.
Trenton Street Railway Co.	Trenton, N. J.

I, T. W. Grookett, Jr., Secretary of the Trenton, Pennington and Hopewell Street Railway Company, hereby certify that the above is a correct and com-

plete statement of the stockholders of said Company as of October 11, 1910.

Witness my hand this 12th day of November, A. D. 1915.

T. W. Grookett Jr
Secretary.

EXHIBIT T. & M.—38.

Stockholders of Record
Trenton, Pennington and Hopewell Street
Railway Co.
November 15th, 1915.

Name.	Address.
F. W. Roebling,	Trenton, N. J.
John W. Goodwin,	Wilmington, Del.
F. W. Roebling, Jr.	Trenton, N. J.
John A. Rigg,	Reading, Pa.
Thos. W. Grookett, Jr.	Philadelphia, Pa.
Richmond L. Jones,	Reading, Pa.
Dr. Edwin H. Ginnelley,	Trenton, N. J.
Trenton Street Railway Company,	Trenton, N. J.

I, T. W. Grookett, Jr., Secretary of the Trenton, Pennington and Hopewell Street Railway Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company, as of November 15th, 1915.

Witness my hand this 15th day of November, A. D. 1915.

T. W. Grookett Jr
Secretary.

EXHIBIT T. & M.—39.

Stockholders of Record
Trenton Hamilton and Ewing Traction Company
January 18, 1910.
and
October 11, 1910.

Name.	Address.
Karl G. Roebling,	Trenton, N. J.
Louis C. Taylor,	Trenton, N. J.
Wm. A. Anderson,	Trenton, N. J.
Benedict C. Kuser,	Trenton, N. J.
William T. White,	Trenton, N. J.
Trenton Street Railway Company,	Trenton, N. J.

I, T. W. Grookett, Jr., Secretary of the Trenton, Hamilton and Ewing Traction Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company as of January 18, 1910 and October 11, 1910.

Witness my hand and seal this 12th day of November, A. D. 1915.

T. W. Grookett Jr (Seal)
Secretary.

EXHIBIT T. & M.—40.

Stockholders of Record
Trenton Hamilton and Ewing Traction Company
November 15th, 1915.

Name.	Address.
John A. Rigg,	Reading, Pa.
Dr. Edwin H. Ginnelley,	Trenton, N. J.

Richmond L. Jones,	Reading, Pa.
F. W. Roebling,	Trenton, N. J.
F. W. Roebling, Jr.	Trenton, N. J.
Trenton Street Railway Company,	Trenton, N. J.

I, T. W. Grookett, Jr., Secretary of the Trenton, Hamilton and Ewing Traction Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company as of November 15th, 1915.

Witness my hand and seal this 15th day of November, A. D. 1915.

T. W. Grookett Jr (Seal)
Secretary.

EXHIBIT T. & M.—41.

Stockholders of Record
Mercer County Traction Company
October 11th, 1910.

Name.	Address.
Dr. Edwin H. Ginneley,	Trenton, N. J.
F. W. Roebling,	Trenton, N. J.
P. E. Hurley,	Trenton, N. J.
John A. Rigg,	Reading, Pa.
Thos. W. Grookett, Jr.,	Philadelphia, Pa.
Trenton Street Railway Co.,	Trenton, N. J.

I, T. W. Grookett, Jr., Secretary of the Mercer County Traction Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company as of October 11th, 1910.

Witness my hand and seal this 12th day of November, A. D. 1915.

T. W. Grookett Jr (Seal)
Secretary.

EXHIBIT T. & M.—42.

Stockholders of Record
Mercer County Traction Company
November 15th, 1915.

Name.	Address.
Dr. Edwin H. Ginnelley,	Trenton, N. J.
F. W. Roebling,	Trenton, N. J.
F. W. Roebling, Jr.,	Trenton, N. J.
John A. Rigg,	Reading, Pa.
Richmond L. Jones,	Reading, Pa.
Trenton Street Railway Co.,	Trenton, N. J.

I, T. W. Grookett, Jr., Secretary of the Mercer County Traction Company, hereby certify that the above is a correct and complete statement of the stockholders of said Company as of November 15th, 1915.

Witness my hand and seal this 15th day of November, A. D. 1915.

T. W. Grookett Jr (Seal)
Secretary.

EXHIBIT T. & M.—43A.

Articles of Agreement and Consolidation: Made and entered into this twenty-first day of September, in the year of our Lord eighteen hundred and ninety one, By and Between The Trenton Horse Railroad Company, of the first part, The City Railway Company, of the second part, The Hamilton Township Street Railway Company, of the third part, and The South Clinton Avenue and Broad Street Railway, of the fourth part, all of said parties being horse or street railroad companies, incorporated under the

laws of the State of New Jersey, Witnesseth, as follows:—

Whereas, the said parties hereto are horse or street railway companies or corporations incorporated by or under the laws of the State of New Jersey and are all operators and the owners of lines of railway in the county of Mercer and State of New Jersey and are desirous of merging and consolidating their capital stock, franchises, and property under and in pursuance of the laws of the State of New Jersey authorizing such merger and consolidation; and

Whereas, the said parties hereto have agreed upon the conditions, provisions and restrictions hereinafter set forth, the terms and conditions of such consolidation and the mode of carrying the same into effect.

Now Therefore, in consideration of the mutual agreements, covenants, provisions and grants herein contained, the said parties do by these presents merge, combine, and consolidate their respective capital, stocks, franchises, grants, immunities, privileges, capacities, properties and rights of way of every name and nature, and railroads, into one company, to be called and known by the corporate name and style of "The Trenton Passenger Railway Company Consolidated," which said consolidated company shall from henceforth have and possess all and singular the rights, privileges and franchises, powers, immunities and capacities, which are, or have been granted to, or conferred upon, or possessed, or enjoyed by either of the said parties hereto by virtue of any of the laws of the State of New Jersey:

And the said parties hereto have agreed upon and by these presents do agree upon and prescribe the following as the terms and conditions of said consolidation, which terms and conditions the said parties hereto do mutually and severally covenant, promise and agree to observe, keep and perform.

First—The corporate name of the said consolidated company shall be "The Trenton Passenger Railway Company Consolidated."

Secondly—The number of directors of the said consolidated company for the first year shall be nine, and shall so remain until changed by the by-laws of the Company.

Thirdly—The names and places of residence of the nine directors of the said consolidated company who shall be the first directors thereof and who shall manage its affairs during the first year and until others are chosen in their places are as follows, that is to say:

Names.	Places of Residence.
Lewis Perrine, Jr.	Trenton, New Jersey,
Lyman P. French,	Boston, Massachusetts,
Samuel K. Wilson,	Trenton, New Jersey,
Jonathan H. Blackwell,	Trenton, New Jersey,
John H. Scudder,	Trenton, New Jersey,
Barclay L. Stokes,	Trenton, New Jersey,
Charles Y. Bamford,	Trenton, New Jersey,
Henry P. Perrine,	Trenton, New Jersey,
Levi T. Hannum,	Trenton, New Jersey,

Fourthly—The persons next hereinafter named shall be the first officers of the said consolidated company and shall hold their respective offices until others shall be duly elected and qualified in their stead, that is to say,

Lewis Perrine, Jr., shall be the first president.

Samuel K. Wilson shall be the first vice president.

George H. Parker shall be the first treasurer, and J. Howard Solomon shall be the first secretary.

Fifthly—There shall be an annual meeting of the stockholders for the election of directors of the said consolidated company, which meeting shall be held at such time, and the election, shall be conducted in such manner and under such regulations as shall be prescribed by the by-laws of the said consolidated company.

The President, vice president, treasurer and secretary shall be chosen by the board of directors in such manner and for such period as the by-laws of the said consolidated company shall prescribe.

The board of directors may provide for the ap-

pointment from time to time of such other officers as they may deem expedient, and may fill all vacancies that may happen in the board.

Sixthly—The amount of the capital stock of the said consolidated company shall be one million five hundred thousand dollars, consisting of fifteen thousand shares of a par value of one hundred dollars each.

Seventhly—The capital stock of the said companies hereby consolidated shall be convertible into the capital stock of the said consolidated company in manner following, that is to say.

The capital stock of The Trenton Horse Railroad Company which now consists of fourteen hundred and forty four shares of the par value of twenty-five dollars each, amounting to thirty six thousand one hundred dollars, shall be convertible into fourteen hundred and forty-four shares of the capital stock of the consolidated company, namely one share of the stock of The Trenton Horse Railroad Company for one share of the stock of the consolidated company, deliverable to the officers of The Trenton Horse Railroad Company appointed for such purpose, upon the surrender of the shares of the capital stock of said last mentioned company for which shares of the stock of the consolidated company are to be so exchanged.

The capital stock of The City Railway Company which now consists of nine hundred shares of the par value of one hundred dollars each amounting to ninety thousand dollars shall be convertible into thirteen thousand two hundred and fifty six shares of the capital stock of the consolidated company, namely one share of the stock of said The City Railway Company for fourteen shares and one hundred and sixty four two hundred and twenty fifths of a share, of the stock of the consolidated company, deliverable to the officers of The City Railway Company appointed for such purpose upon the surrender of the shares of the capital stock of the said last mentioned company for which the shares of the stock of the consolidated company are to be so exchanged.

The capital stock of The Hamilton Township Street Railway Company which now consists of two hundred shares of the par value of one hundred dollars each amounting to twenty thousand dollars, shall be convertible into two hundred shares of the capital stock of the consolidated company namely, one share of the stock of The Hamilton Township Street Railway Company, for one share of the stock of the consolidated company, deliverable to the officers of The Hamilton Township Street Railway Company appointed for such purpose, upon the surrender of the shares of the capital stock of said last mentioned company for which the shares of the stock of the consolidated company are to be so exchanged.

The capital stock of The South Clinton Avenue and Broad Street Railway Company which now consists of one hundred shares of the par value of one hundred dollars each amounting to ten thousand dollars, shall be convertible into one hundred shares of the capital stock of the consolidated company, namely, one share of the stock of The South Clinton Avenue and Broad Street Railway Company, for one share of the stock of the consolidated company, deliverable to the officers of The South Clinton Avenue and Broad Street Railway Company appointed for such purpose, upon the surrender of the shares of the capital stock of the said last mentioned company for which the shares of the stock of the consolidated company are to be exchanged.

Eighthly—And the said parties hereto in consideration of the premises and for other good and valuable consideration them thereunto severally moving do hereby severally and respectively grant, convey and assign, set over to and vest in the said consolidated company for the purposes of such consolidation all their several and respective railroads and rights of way and all cars, horses, equipments, implements and materials used and acquired therefor by each of the parties respectively, and their several and respective rights, rights of way, privileges, immunities, franchises, powers and all their several and respective lands, real estate, property, moneys

and effects, rights of action and things of every name and nature now held or owned by the said parties severally and respectively or in any way to which they severally and respectively have any right, title interest or claim either in law or equity.

Ninthly—It is further understood and agreed that the parties hereto shall and do hereby agree to this consolidation upon the terms aforesaid, and the said consolidated company shall and does accept the property, rights, privileges and franchises of each of said companies respectively subject to the respective debts of The Trenton Horse Railroad Company and The City Railway Company as follows (no debt existing with respect to The Hamilton Township Street Railway Company or The South Clinton Avenue and Broad Street Railway Company), that is to say:

First—Bonds of said The Trenton Horse Railroad Company to the amount of one hundred thousand dollars secured by a mortgage upon the railroad of said last mentioned company bearing date the first day of December, eighteen hundred and eighty seven, expressed to be made by and between said last mentioned company of the first part and William S. Stryker, trustee of the second part and recorded in the Mercer County Clerk's office in Book No. 64 of Mortgages pages 344-350.

Secondly—Bonds of said The City Railway Company to the amount of ninety thousand dollars secured by a mortgage upon the railroad of said last mentioned company bearing date the thirtieth day of June, eighteen hundred and eighty seven, expressed to be made by and between said last mentioned company of the first part, and Charles Whitehead and William Hancock trustees of the second part, and recorded in said clerk's office in Book No. 62 of Mortgages pages 304-306.

Tenthly—The parties hereto for the consideration aforesaid do mutually agree and declare that the said consolidation shall take effect and the said consolidated company shall go into operation immediately, upon the due making and perfecting of these articles of agreement and filing the same or copies of the

same in the office of the Secretary of State of the State of New Jersey, as required by the provisions of an act of the legislature of the state of New Jersey entitled "An Act to authorize horse railroad companies incorporated under the laws of this state to merge and consolidate their corporate franchises and other property" approved Febry. 21st, 1888; and of another act of the legislature entitled "An Act to authorize street railway companies incorporated by or under the laws of this state to merge and consolidate their corporate franchises and property" approved April 16th, 1891.

And the board of directors of the said consolidated company shall have full power to carry said consolidation into effect by all necessary or proper acts for that purpose.

In Witness Whereof the said parties hereto have caused their respective corporate seals to be hereunto affixed and the same to be attested by their respective presidents and secretaries the day and year first above written.

The Trenton Horse Railroad Company,
By (Seal)
Lewis Perrine, Jr.
President.

Signed, sealed and delivered
in the presence of
J. Howard Solomon
Secretary of The Trenton
Horse Railroad Company.

The City Railway Company,
By
J. H. Blackwell, (Seal)
President.

George H. Parker,
Secretary of The City
Railway Co.

The Hamilton Township Street
Railway Company,
By
H. P. Perrine, (Seal)
President.

Willard S. Gulick,
Secretary of The Hamilton Township Street Railway Company.
The South Clinton Avenue & Broad Street Railway Co.
By
Benjamin V. Hill, (Seal)
President.

Peter E. Hurley,
Secretary of South Clinton Ave. and Broad St. Railway Co.

State of New Jersey, } ss.
County of Mercer, }

Be it remembered that on the twenty-first day of September, in the year of our Lord eighteen hundred and ninety one, before me the subscriber, a master in Chancery of the State of New Jersey, personally appeared J. Howard Solomon, known to me to be the secretary of The Trenton Horse Railroad Company, one of the corporations described in and which executed the foregoing agreement who, being by me duly sworn on his oath did depose and say that he is the secretary of said The Trenton Horse Railroad Company, that he knows the corporate seal of the said last mentioned company, and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof, that the said seal was so affixed to the said agreement by order of the Board of Directors of the said last mentioned company; that Lewis Perrine Jr. is the president of said last mentioned company, and did sign the said agreement by order of said Board of Directors in this deponent's presence, and that this deponent by the like order of the said Board of Directors did sign his name thereto in attestation of the execution thereof.

James Buchanan,
Master in Chancery of New Jersey.

State of New Jersey,
County of Mercer, } ss.

Be it remembered that on the twenty-first day of September, in the year of our Lord eighteen hundred and ninety one, before me the subscriber, a master in Chancery of the State of New Jersey, personally appeared George H. Parker, known to me to be the secretary of The City Railway Company, one of the corporations described in and which executed the foregoing agreement, who being by me duly sworn on his oath did depose and say, that he is the secretary of said The City Railway Company; that he knows the corporate seal of the said last mentioned company, and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the said company; that Jonathan H. Blackwell is the president of said last mentioned company and did sign the said agreement by order of the said Board of Directors in this deponent's presence; and that this deponent by the like order of the said Board did sign his name thereto in attestation of the execution thereof.

James Buchanan,
Master in Chancery of New Jersey.

State of New Jersey,
County of Mercer, } ss.

Be it remembered that on the twenty-first day of September, in the year of our Lord, eighteen hundred and ninety one, before me, the subscriber, a master in Chancery of the State of New Jersey, personally appeared Willard S. Gulick, known to me to be the secretary of The Hamilton Township Street Railway Company, one of the corporations described in and who executed the foregoing agreement who

being by me duly sworn on his oath did depose and say that he is the secretary of said The Hamilton Township Street Railway Company; that he knows the corporate seal of the said last mentioned company and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the said last mentioned company, that Henry P. Perrine, is the president of the said last mentioned company and did sign the said agreement by order of the said Board of Directors in this deponent's presence and that this deponent by the like order of the said Board did sign his name thereto in attestation of the execution thereof.

James Buchanan,
Master in Chancery of New Jersey.

State of New Jersey, }
County of Mercer, } ss.

Be it remembered that on the twenty-first day of September, in the year of our Lord eighteen hundred and ninety-one before me the subscriber a master in Chancery of the State of New Jersey personally appeared Peter E. Hurley, known to me to be the Secretary of The South Clinton Avenue and Broad Street Railway Company, one of the corporations described in and which executed the foregoing agreement, who being by me duly sworn on his oath, did depose and say that he is the secretary of said The South Clinton Avenue and Broad Street Railway Company; that he knows the corporate seal of the said last mentioned company and that the seal affixed to the said agreement and purporting to be the seal of said last mentioned company is in fact the corporate seal thereof; that the said seal was so affixed to the said agreement by order of the Board of Directors of the said last mentioned company; that Benjamin V. Hill, is the

president of the said last mentioned company and did sign the said agreement by order of the said Board of Directors in this deponent's presence and that this deponent by the like order of the said Board did sign his name thereto in attestation of the execution thereof.

James Buchanan,
Master in Chancery of New Jersey.

The undersigned, secretary of The Trenton Horse Railroad Company, hereby certifies that at a meeting of the stockholders of said railroad company held at the corner of Greenwood and South Clinton Avenues in the city of Trenton, on the twenty-eighth day of September, eighteen hundred and ninety-one, at two o'clock in the afternoon, (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said Company), the foregoing articles of agreement and consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company were in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The Trenton Horse Railroad Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that thirteen hundred and forty two votes were cast, of which thirteen hundred and thirty eight being more than three fourths of all the stockholders of said last mentioned company, were for the adoption of said agreement.

In witness whereof I have hereto set my hand and the corporate seal of said
(Seal) The Trenton Horse Railroad Company this twenty-eighth day of September eighteen hundred and ninety one, pursuant to the statute in such case made and provided.

J. Howard Solomon,
Secretary of The Trenton Horse Railroad Company.

The undersigned, secretary of the City Railway Company hereby certifies that at a meeting of the stockholders of said railway company held at the corner of Greenwood and South Clinton Avenue in the City of Trenton, on the twenty-eighth day of September, eighteen hundred and ninety one at half past two o'clock in the afternoon, (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company) the foregoing articles of agreement and consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company in pursuance of the notice aforesaid, submitted to the meeting of the stockholders of said The City Railway Company for their action thereon, that a vote by ballot was taken for the adoption or rejection of the same, and that eight hundred and ninety three votes were cast, of which all, being more than three fourths of all the votes of all the stockholders of said last mentioned company, were for the adoption of the said agreement.

In Witness Whereof I have hereto set my hand and the corporate seal of said The City Railway Company this twenty-eighth day of September, eighteen hundred and ninety one, pursuant to the statute in such case made and provided.

(Seal)

George H. Parker,
Secretary of The City Railway Company.

The undersigned, secretary of The Hamilton Township Street Railway Company, hereby certifies that at a meeting of the stockholders of said railway company held at the corner of Greenwood and South Clinton Avenues, in the City of Trenton, on the twenty-eighth day of September, eighteen

hundred and ninty one, at three o'clock in the afternoon (due notice of the time and place of said meeting and the object thereof having been given to the stockholders of said company), the foregoing articles of agreement and consolidation between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company were, in pursuance of the notice aforesaid, submitted to the meeting of the stockholders of said The Hamilton Township Street Railway Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that one hundred and ninety eight votes were case of which all, being more than three fourths of all the votes of all the stockholders of said last mentioned company, were for the adoption of the said agreement.

In Witness Whereof I have hereto set my hand and the corporate seal of said The Hamilton Township Street Railway Company this twenty eighth day of September, eighteen hundred and ninety one, pursuant to the statute in such case made and provided.

(Seal)

W. S. Gulick,
Secretary of The Hamilton Township Street Railway Company.

The undersigned, secretary of The South Clinton Avenue and Broad Street Railway Company hereby certifies that at a meeting of the stockholders of said railway company held at the corner of Greenwood and South Clinton Avenues, in the City of Trenton, on the twenty-eighth of September, eighteen hundred and ninety one at half past three o'clock in the afternoon (due notice of the time and place of the said meeting and the object thereof having been given to the stockholders of said Company), the foregoing articles of agreement and consolidation

between The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company were, in pursuance of the notice aforesaid, submitted to the meeting of stockholders of said The South Clinton Avenue and Broad Street Railway Company for their action thereon; that a vote by ballot was taken for the adoption or rejection of the same, and that ninety seven votes were cast of which all being more than three fourths of all the votes of all the stockholders of said last mentioned company were for the adoption of the said agreement.

In Witness Whereof I have hereto set my hand and the corporate seal of said The South Clinton Avenue and Broad Street Railway Company, this twenty-eighth day of September, eighteen hundred and ninety-one, pursuant to the statute in such case made and provided.

(Seal)

Peter E. Hurley,
Secretary of The South Clinton Avenue and Broad Street Railway Company.

State of New Jersey

Department of State.

I, Henry C. Kelsey, Secretary of State of the State of New Jersey, Do Hereby Certify that the foregoing is a true copy of Agreement of Consolidation, by and between The Trenton Horse Railroad Company and The City Railway Company, The Hamilton Township Street Railway Company and The South Clinton Avenue and Broad Street Railway Company, to be known as "The Trenton Passenger Railway Company, Consolidated," as the same

is taken from and compared with the original—("Filed September 30, 1891"),—and now remaining on file and of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal,
(Seal) at Trenton, this Sixteenth day of May, A. D. 1895.

Henry C. Kelsey,
Secretary of State.

EXHIBIT T. & M.—43B.

The Trenton Passenger Railway Company, Consolidated.

Agreement of Consolidation

Dated Sept. 21, 1891.

between

The Trenton Horse Railroad Company, The City Railway Company, The Hamilton Township Street Railway Company, The South Clinton Avenue & Broad Street Railway Company.

The Trenton Horse Railroad Co. For		The Trenton Passenger Railway Company, Consolidated, issued:—	
1444 shares of $25.00 ea.	$36,100.00	1444 shares of $100.00 ea.	$144,400.00
The City Railway Co. For			
900 shares of $100.00 ea.	90,000.00	13256 shares of $100.00 ea.	1,325,600.00

The Hamilton Township Street Railway Co. For 200 shares of $100.00 ea.	20,000.00	200 shares of $100.00 ea.	20,000.00
The South Clinton Ave. & Broad St. Rwy. Co. For 100 shares of $100.00 ea.	10,000.00	100 shares of $100.00 ea.	10,000.00
		15000	$1,500,000.00

The Trenton Passenger Railway Company, in addition to above, assumed the liability of bonds of the following companies, viz:—

The Trenton Horse Railroad Company,	$100,000.00
The City Railway Company,	90,000.00

An entry appears on the books of the Company, October 1, 1891, as follows:—

Railroad and Appurtenances,	$1,938,636.62	Capital Stock,	$1,500,000.00
		Bonds of Trenton Horse R. R. Co.	100,000.00

		Bonds of City Railway Co.	90,000.00
		Mortgage Payable,	1,500.00
		Bills Payable of Trenton Horse R. R. Co.	104,825.65
		" " " City Railway Co.	4,404.05
		Interest on Bonds of Trenton Horse R. R. Co.	2,000.00
		Interest on Bonds of City Railway Co.	1,350.00
		Miscellaneous Discount and Interest,	37.50
		Labor,	2,619.42
		S. K. Wilson (cash advanced)	131,900.00
	$1,938,636.62		$1,938,636.62

Capital Charges and Stock and Bonds Outstanding

June 30, 1898.

Railroad and Appurtenances,	$2,564,299.35	Capital Stock,	$1,500,000.00
Spring Lake Park,	17,926.61	First Mtge, 6% Gold Bonds,	1,000,000.00
	$2,582,225.96		$2,500,000.00

EXHIBIT T. & M.—44.

STATEMENT

Showing average of Dividend paid on Capital Stock outstanding of Trenton System, years ending December 31, 1891 to December 31, 1910, inclusive,—20 years.

			Capital Stk.	Dividends
Dec. 31, 1891	Trenton Pass. Ry. Co.		$1,500,000.00	None
" " 1892	do.		1,500,000.00	None
" " 1893	do.		1,500,000.00	None
" " 1894	do.		1,500,000.00	None
" " 1895	do.		1,500,000.00	None
" " 1896	do.		1,500,000.00	None
" " 1897	do.		1,500,000.00	None
" " 1898	Trenton Str. Ry. Co.		1,000,000.00	None
" " 1899	do.	1,000,000.00		
	Mercer Co. Trac. Co.	30,000.00	1,030,000.00	25,000.00

" "	1900	Trenton Str. Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	30,000.00	1,030,000.00	25,000.00
" "	1901	Trenton Str. Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	100,000.00	1,100,000.00	40,000.00
" "	1902	Trenton Str. Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	100,000.00		
		Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00	1,350,000.00	40,000.00
" "	1903	Trenton Str. Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	100,000.00		
		Trenton, Pennington & Hopewell St. Ry Co.	250,000.00	1,350,000.00	40,000.00
" "	1904	Trenton Str. Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	100,000.00		
		Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00	1,350,000.00	60,000.00

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"	"	1905	Trenton Str. Ry. Co.	1,000,000.00	
			Mercer Co. Trac. Co.	100,000.00	
			Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00	
			Trenton, Hamilton & Ewing Traction Co.	30,000.00	1,380,000.00 60,000.00
"	"	1906	Trenton Str. Ry. Co.	1,000,000.00	
			Mercer Co. Trac. Co.	100,000.00	
			Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00	
			Trenton, Hamilton & Ewing Traction Co.	30,000.00	1,380,000.00 60,000.00
"	"	1907	Trenton Str. Ry. Co.	1,000,000.00	
			Mercer County Tr. Co.	100,000.00	
			Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00	
			Trenton, Hamilton & Ewing Traction Co.	200,000.00	1,550,000.00 60,000.00

" "	1908	Trenton Street Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	100,000.00		
		Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00		
		Trenton, Hamilton & Ewing Traction Co.	200,000.00	1,550,000.00	60,000.00
" "	1909	Trenton Str. Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	100,000.00		
		Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00		
		Trenton, Hamilton & Ewing Traction Co.	200,000.00	1,550,000.00	49,600.00
" "	1910	Trenton Street Ry. Co.	1,000,000.00		
		Mercer Co. Trac. Co.	100,000.00		
		Trenton, Pennington & Hopewell St. Ry. Co.	250,000.00		

Trenton, Hamilton & Ewing Traction Co.	200,000.00	1,550,000.00		None
20 Years,		$27,670,000.00		$519,600.00
Yearly Average,		$1,383,500.00		$25,980.00
" " Dividend,			.0187%	

EXHIBIT T. & M.—51.

Trenton and Mercer County Traction Corp.

Year — 1911

Name of Route	Length of Route—Miles	Single Trips	Revenue Car Mileage
Hamilton Ave. and W. State St. from W. St. terminal to E. State & Olden, via Hamilton Ave.	5.05	105,156	509,517.70
Broad St., Centre St. & E. Trenton:			
Centre St.—end of line, Mulberry St. to Lalor St. Car Barn	3.80)		
Broad St.—end of line, Mulberry St. to S. Broad St. and Park Ave.	4.81)	179,424	726,205.44
*Yardville:			
State & Broad Sts. to Yardville	5.48)		
E. Trenton—end of line Mulberry St., to Yardville	7.52)	27,038	163,017.86
Prospect St. & S. Clinton Ave.:			
S. Broad and Stanton Sts. to Stuyvesant Ave. & Whittlesey Road	4.59	94,828	397,967.76
Trenton Junction:			
S. Broad & Stanton Sts., to Trenton Junction	7.19	24,310	162,443.19
Market Street:			
Broad & Hanover Sts., to Bridge and Fair Sts.	.88	38,172	40,442.61
Pennington Ave. and E. State St.:			
Pennington & Parkway			

Aves. (Odd Fellows Home) to Fair Grounds	4.74	61,020	252,524.96
Hamilton Square & Hutchinson Mills:			
Pennington and Parkway Aves. to Hamilton Square until April 5th, 1911—See Hutchinson Mills	8.09	29,768	227,422.75
Hutchinson Mills: Effective Apr. 6th, 1911 Pennington and Parkway Aves. to Hutchinson Mills	5.09	18,852	97,881.97
Princeton and Brunswick Aves.:			
State and Broad Sts. to Harney Corner; ran until Feb. 18, 1911 only; ran two more Princeton cars	2.79	5,366	14,340.67
Lawrenceville: Effective May 1st, 1911			
State and Broad Sts. to Davis House, Lawrenceville	6.69	16,166	94,926.88
Princeton Div.:			
State and Broad Sts. to end of line—Princeton	12.48	27,622	291,709.69
Pennington and Hopewell:			
State and Broad Sts. to Hopewell	13.95	15,172	210,534.27
Total		642,894	3,188,935.75

*Cars ran from East Trenton to Yardville, excepting Saturday, then ran from State & Broad Sts. After Feb. 17, 1911, all cars ran from State and Broad Sts.

Nov. 5th, 1915.

Summary—Year—1911

	Single Trips	Revenue Car Mileage
Hamilton Ave. and West State Street	105,156	509,517.70
Centre St., Broad St., East Trenton and Yardville	206,462	889,223.30
Prospect St. & S. Clinton Ave., and Trenton Junction	119,138	560,410.95
Market Street	38,172	40,442.61
Pennington Ave., Wilbur, Hutchinson Mills & Hamilton Square	109,640	577,829.68
Lawrenceville and Princeton	49,154	400,977.24
Pennington and Hopewell	15,172	210,534.27
Totals	642,894	3,188,935.75

Nov. 5th, 1915.

EXHIBIT T. & M.—52.

Trenton and Mercer County Traction Corporation

Year—1912

Name of Route	Length of Route—Miles	Single Trips	Revenue Car Mileage
Hamilton Ave. and West State St. Div.:			
From West State St. terminal to East State St. and Olden Ave., via Hamilton Ave.	5.05	110,452	521,073.54
Centre St.:			
End of line—Mulberry St., to Car Barn	3.80	87,066	316,807.30

Broad St.:				
End of line—Mulberry St., to S. Broad St. and Park Ave.	4.81	81,848	355,790.07
Yardville:				
End of line—Mulberry St. to Yardville	7.52	29,190	200,527.44
Prospect St. and S. Clinton Ave.:				
S. Broad and Stanton Sts., to Stuyvesant Ave. & Whittlesey Rd.	4.59	98,684	380,886.83
Trenton Junction:				
S. Broad and Stanton Sts., to Trenton Junction	7.19	26,442	168,951.82
Market St.:				
Broad and Hanover Sts., to Bridge and Fair Sts.	.88	38,780	40,672.13
Pennington Ave. and E. State St:				
Odd Fellows' Home to Fair Grounds	4.74	78,774	271,626.78
Hamilton Square:				
From Odd Fellows' Home to Hamilton Square	8.09	31,120	216,544.07
Hutchinson Mills:				
From Odd Fellows' Home to Hutchinson Mills	5.09	29,986	132,435.88
Princeton & Brunswick Aves. (Extra cars only):				
From State and Broad Sts. to Harney Corner	2.79)		
Lawrenceville:	)		
State and Broad Sts., to Davis House, Lawrenceville	6.69)	24,188	140,571.01
Princeton:				
State and Broad Sts. to Princeton	12.48	22,958	266,656.49

Pennington and Hopewell: State and Broad Sts., to Hopewell	13.95	15,552	213,273.99
Totals		675,040	3,225,817.35

Nov. 5th, 1915.

Summary—Year—1912

	Single Trips	Revenue Car Mileage
Hamilton Ave. and West State St.	110,452	521,073.54
Centre St., Broad St., Yardville and East Trenton	198,104	873,124.81
Prospect St., S. Clinton Ave., and Trenton Junction	125,126	549,838.65
Market Street	38,780	40,672.13
Pennington Ave., Wilbur, Hutchinson Mills and Hamilton Square	139,880	620,606.73
Lawrenceville and Princeton	47,146	407,227.50
Pennington and Hopewell	15,552	213,273.99
Total	675,040	3,225,817.35

Nov. 5th, 1915.

EXHIBIT T. & M.—53.

Trenton and Mercer County Traction Corporation

Year—1913

Name of Route	Length of Route—Miles	Single Trips	Revenue Car Mileage
Hamilton Ave. and West			

	State St.:			
	From West State St. terminal to East State St. and Olden Ave., via Hamilton Ave.	5.05	114,504	546,362.63
	Centre St., and East Trenton:			
	End of line, Mulberry St., to Car Barn	3.80	89,754	322,078.57
10	Broad St. and East Trenton:			
	End of line, Mulberry St. to S. Broad St. and Park Ave.	4.81)		
	Yardville:	)		
	End of line, East Trenton to Yardville	7.52)	105,058	535,555.18
	Prospect St. and S. Clinton Ave.:			
	From S. Broad and Stanton			
20	Sts., to Stuyvesant Ave. and Whittlesey Road	4.59)		
	Trenton Junction:	)		
	S. Broad and Stanton Sts., to Trenton Junction	7.19)	136,222	561,913.85
	Market Street:			
	Broad and Hanover Sts., to Bridge and Fair Sts.	.88	40,402	34,664.46
	Pennington Ave. and East State Street:			
30	Odd Fellows Home to Fair Grounds	4.74)		
	Hamilton Square:	)		
	Odd Fellows Home to Hamilton Square	8.09)	127,822	637,527.03
	Hutchinson Mills:	)		
	Odd Fellows Home to Hutchinson Mills	5.09)		
	Princeton and Brunswick Aves:			
	(Extra cars only)			
40	State and Broad Sts. to Harney Corner	2.79)		

Lawrenceville:			
State and Broad Sts., to Davis House, Lawrenceville	6.69	49,034	422,446.56
Princeton:			
State and Broad Sts. to Princeton	12.48		
Pennington and Hopewell:			
State and Broad Sts. to Hopewell	13.95	14,702	202,329.60
Totals		677,498	3,262,877.88

Note: Mileage divided as to fare zones after April 1st, 1913—all in one total previous.

Nov. 5th, 1915.

Summary—Year—1913

	Single Trips	Revenue Car Mileage
Hamilton Ave. and West State St.	114,504	546,362.63
Centre St., Broad St., Yardville and East Trenton	194,812	857,633.75
Prospect St., S. Clinton Ave. and Trenton Junction	136,222	561,913.85
Market Street	40,402	34,664.46
Pennington Ave., Wilbur, Hutchinson Mills and Hamilton Sq.	127,822	637,527.03
Lawrenceville and Princeton	49,034	422,446.56
Pennington and Hopewell	14,702	202,329.60
Totals	677,498	3,262,877.88

Nov. 5th, 1915.

EXHIBIT T. & M.—54.

Trenton and Mercer County Traction Corporation

Year—1914

	Name of Route	Length of Route—Miles	Single Trips	Revenue Car Mileage
	First Fare Zone			
	Hamilton Ave. and West State Street:			
	West State St. Terminal, to State St. & Olden Ave., via Hamilton Ave.	5.05	124,606	530,917.28
	Centre St. and East Trenton:			
	End of line—Mulberry St. to Lalor St. Car Barn	3.80	90,320	321,768.79
	Broad St. and East Trenton:			
	End of line—Mulberry St. to White Horse	5.43	105,830	463,168.26
	Prospect St. and S. Clinton Ave.:			
	S. Broad & Stanton Sts., to City line near Asylum (Country Club)	6.24	123,898	519,105.94
	Market Street:			
	Broad and Hanover Sts. to Bridge and Fair Sts.	.88	38,604	33,953.17
	Pennington Ave. and East State Street:			
	Odd Fellows Home to Fair Grounds	4.74	133,938	442,180.53
	Lawrenceville and Princeton:			
	State and Broad Sts. to Darrah's Lane	4.18	49,444	193,875.38
	Pennington and Hopewell:			
	State and Broad Sts. to Cornell Switch	5.17	16,814	84,396.03
	Total First Fare Zone		683,454	2,589,365.38

Second Fare Zone			
Yardville: White Horse to Yardville	2.09	28,336	63,099.53
Trenton Junction: City Line near Asylum (Country Club) to Trenton Junction	.95	24,586	23,019.91
Hamilton Square: Logan Ave. to Hamilton Square	4.92	25,922	129,833.71
Hutchinson Mills: Logan Ave. to Hutchinson Mills	3.42	23,496	48,500.16
Lawrenceville & Princeton: Darrah's Lane to Boundary line between Lawrence and Princeton Townships	5.10	40,862	155,150.05
Pennington and Hopewell: Cornell Switch through Pennington Borough	3.31	16,102	53,498.36
Total Second Fare Zone		159,304	473,101.72
Third Fare Zone			
Lawrenceville and Princeton: Boundary Line between Lawrence and Princeton Townships to Princeton	3.20	20,714	65,917.95
Pennington and Hopewell: Pennington Borough line to Hopewell	5.47	3,860	76,307.45
Total Third Fare Zone		24,574	142,225.40

Summary—Year—1914

	Single Trips	Revenue Car Mileage
Hamilton Ave. and W. State St.	124,606	530,917.28
Centre St., Broad St., East Trenton and Yardville	196,150	848,036.58
Prospect St., S. Clinton Ave., and Trenton Junction	123,898	542,125.85
Market Street	38,604	33,953.17
Pennington Ave., Wilbur,		

Hutchinson Mills & Hamilton Square	133,938	620,514.40
Lawrenceville and Princeton	49,444	414,943.38
Pennington and Hopewell	16,814	214,201.84
Total	683,454	3,204,692.50

Nov. 5th, 1915.

EXHIBIT T. & M.—55.

List of Stockholders of The Trenton and Mercer County Traction Corporation on February 15th, 1915

	Common	Preferred
Rankin Johnson	748	750
Oscar T. Crosby	748	750
John H. Pardee	1	
Joseph K. Choate	1	
George W. Macpherson	1	
Edward M. Hunt	1	
	1500	1500

Nov. 13, 1915.

EXHIBIT T. & M.—56.

Trenton and Mercer County Traction Corporation

Low approximate estimate of cost of some of the materials required for reconstruction, new, of track operated by this Company in and around Trenton.

6,500 tons of Girder Rail @ $40.00	$260,000.00

13,500	pairs of Continuous Rail Joints @ $4.25	57,375.00
3,700	tons of Tee Rail @ $30.00	111,000.00
12,000	pairs of Tee Rail Joints @ $2.00	24,000.00
200,000	Ties @ 60¢	120,000.00
800,000	Spikes @ 1¢	8,000.00
2,300	Welded Joints @ $10.00	23,000.00
40,000	Rail Braces @ 35¢	14,000.00
16,000	Tie Rods @ 30¢	4,800.00
10,700	tons of Rail delivered @ $1.00	10,700.00
200,000	Ties delivered @ 10¢	20,000.00
48,000	sacks of Cement @ 37½¢	18,000.00
30,000	tons of Broken Stone @ $1.00	30,000.00
20,000	Rail Bonds @ 45¢	9,000.00
		$709,875.00

Nov. 16, 1915.

EXHIBIT T. & M.—57.

Trenton, N. J., Nov. 16, 1915.

Trenton & Mercer County Traction Corporation

Copper Wire in Overhead Structure

72 mi.	2/0 Trolley Wire @ $78.98 M ft.	$30024.72
65-1/6 mi.	500,000 C. M. Cable @ $365.75 M ft.	125847.26
35 mi.	4/0 Cable (Insulated) @ $149.57 M ft.	27640.55
375 ft.	Lead & Steel Covered 1,000,000 C. M. Cable @ $1215.00 M ft.	455.63
1050 ft.	Lead Covered 1,000,000 C. M. Cable 900.00 M ft.	945.00
1500 ft.	Lead Covered 500,000 C. M. Cable 516.00 M ft.	774.00
		$185,687.16
	Feeder Taps & Other Copper Wire	4,312.84
		$190,000.00

EXHIBIT T. & M.—58.

Trenton and Mercer County Traction Corp.

Statement showing amount of Positive and Negative Feeder on properties operated by the Trenton and Mercer County Traction Corporation in and adjacent to the City of Trenton.

	500,000 C.M. Cable	4/0 Cable
Princeton	14 miles	
Lawrenceville	2 "	2 miles
Broad Street	1-2/3 "	½ "
Centre Street		5 "
Yardville	6-½ "	
Hamilton Square	5-½ "	
East State St. and Fair Grounds		5 "
South Broad Street		3 "
Hamilton Ave. and South Clinton Ave.		2-½ "
East State St. and Clinton Ave.		1-¼ "
West State Street		6 "
Pennington Ave.		2 "
Pennington	7 "	
Hopewell	16 "	2-½ "
Trenton Junction	4-½ "	
East Trenton		1-¼ "
Princeton Ave.		3 "
Negative Wires	6 "	1 "
Total	65-1/6 Miles	35 Miles
(in pencil)	125847.26	27640.55

Length of Cable under Canal.

Since 1910
375 ft. lead & steel covered 1,000,000 C. M. Cable 42.06

1,050 ft. lead covered 1,000,000 C. M. Cable	945.00	
1,500 ft. lead covered 500,000 C. M. Cable	774.00	
Of above amount		
567 miles 500000 feeder added since 1910		
2 miles 4/0 feeder added since 1910		
375 ft. 1000000 C. M. Cable		
525 " " " "		
72 miles of 2/0 trolley wire	30024.72	10

20

30

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EXHIBIT T. & M.—59.

Trenton and Mercer County Traction Corporation.

		Miles
Mr. Swan's measurements of track in City of Trenton		
Length of double track—67085 ft—134170 ft. single track or		25.41
" " single "	36453	6.90
Total Double & Single Track	170623 " " "	32.31
Trenton & Mercer County Traction Corporation measurements		
Length of double track 68727 ft—137454 ft. single track		26.03
" " single "	37549 " " "	7.11
Total Double & Single Track	175003	33.14
" " Sidings		.70
		33.84

Total Track City of Trenton

Trenton & Mercer County Traction Corporation's measurements exclusive of Sidings	175003 ft.	33.14
City Engineer Swan's measurements	170623 "	32.31
Shortage on Mr. Swan's statement	4380 "	.83

Mr. Swan's statement does not show any track on Brunswick Avenue from Mulberry Street to City Line at Plum Street, a distance of about 1000 ft. single track, nor does he show double track on Princeton Avenue from Battle Monument to near Valentine & Weeden's, a distance of about 450 ft. The other differences in measurements of track are shown on statement attached together with track omitted as mentioned above.

Trenton and Mercer County Traction Corporation

Statement showing location of differences between track measurements City of Trenton by City Engineer Swan and Trenton & Mercer County Traction Corporation

FROM		TO		Feet of Track by Company	Feet of Track by Swan	Difference Feet
Centre St.	Broad St.	Lalor St.	D.	6,100	6,130	60
Perry St.	Warren St.	Broad St.	S.	300	280	20

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40						
	"					
N. Clinton Ave.	Broad St.	N. Clinton Ave.	D.	3,350	3,250	200
Mulberry St.	Perry St.	Mulberry St.	D.	4,675	4,590	170
Hamilton Ave.	N. Clinton Ave.	End of line—P. R. R.	S.	1,850	1,920	70
"	S. Clinton Ave.	Chambers St.	D.	3,250	3,240	20
Olden Ave.	Chambers St.	Olden Ave.	S.	3,000	2,980	20
Prospect St.	Hamilton Ave.	E. State St.	S.	3,250	3,130	120
Stuyvesant Ave.	State St.	Stuyvesant Ave.	D.	2,080	2,010	140
"	Prospect St.	Whittlesey Road	D.	5,462	5,363	198
"	"	" "	S.	288	288	
Private Right-of-Way	Whittlesey Road	Private Right-of-Way	S.	2,868	2,920	52
Market St.	Stuyvesant Ave.	City Line	S.	5,812	5,800	12
S. Warren St.	Broad St.	Warren St.	S.	1,200	1,125	75
Bridge St.	Market St.	Bridge St.	S.	1,050	1,050	
Fall St.	Warren St.	Fair St.	S.	300	300	
Fair St.	"	"	S.	300	300	
Lalor St.	Fall St.	Bridge St.	S.	450	450	
W. State St.	Centre St.	Car Barn	S.	650	600	50
"	Asylum Bridge	Fork of Road	S.	726	400	326
"	Fork of Road	Parkside Ave.	D.	2,604	2,600	8
"	Parkside Ave.	Prospect St.	D.	4,196	4,170	52
	Prospect St.	Broad St.	D.	4,850	4,345	1,010

E. State St.	Broad St.	S. Clinton Ave.	D.	2,400	2,470	140
"	Clinton Ave.	City Line	D.	5,745	6,059	628
S. Clinton Ave.	State St.	Stanton St.	D.	8,560	8,443	234
Stanton St.	Clinton Ave.	Broad St.	D.	600	550	100
N. Warren St.	State St.	Battle Monument	D.	2,050	1,850	400
Pennington Ave.	Battle Monument	City Line—Parkway Ave.	S.	6,060	6,070	10
Princeton Ave.	*Pennington Ave.	Paul Ave.	D.	450		900
"	"	"	S.	3,495	3,870	375
Paul Ave.	Brunswick Ave.	Princeton Ave.	S.	1,100	1,080	20
Brunswick Ave.	Paul Ave.	Mulberry St.	S.	3,850	3,890	40
"	**Mulberry St.	City Line	S.	1,000		1,000
Broad St.	Perry St.	State St.	D.	900	905	10
S. Broad St.	State St.	City Line	D.	11,455	11,110	690
		Total		106,276	103,538	4,380 ft

*Battle Monument to Valentine & Weeden's—double track.

**Not included in Mr. Swan's statement.

Nov. 15, 1915.

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EXHIBIT T. & M.—60.

Trenton and Mercer County Traction Corporation

7″ Girder P. S. Co. No. 238 Rail	S. Broad St., Cedar Lane to Buchanan Ave.		2337 lin. ft.	Not Paved		
9″ Girder Rail, Lorain 206	In White Horse	about	910 " "	Paved with cobblestones bet. tracks & 2 ft. each side.	876.3 sq. yds.	
9″ 90 lb. Lorain Steel rail	In Lawrenceville	about	7260 " "	Paved with cobblestones bet. tracks & 2 ft. each side.	6,991.1 "	
7″ Girder Rail	Alexander St. in Princeton	about	600 " "	Paved with Belgian block bet. tracks & 2 ft. each side.	577.7 "	
9″ 90 lb. Girder Rail	E. State St., between Logan & Johnston Aves.		3424 " "	Paved with macadam bet. tracks & 2 ft. each side	3,297.1 "	
7″ Girder 80 lb. Rail	Pennington Borough		4699 " "	Paved with cobblestones bet. tracks & 2 ft. each side	4,524.9 "	
7″ Girder 80 lb. Rail	Hopewell Borough		4963 " "	Paved with macadam bet. tracks & 2 ft. each side	4,779.1 "	
(9″ 90 lb. Girder Rail	Stuyvesant Ave., Whittlesey Road to Private R. of-way		2868 " "	Paved with cobblestones bet. tracks & 2 ft. each side	2,761.7 "	) Inside City
(9″ 90 lb. Girder Rail	On Asylum Road to City Line		3147 " "	Paved with Belgian block bet. tracks & 2 ft. each side	3,030.4 "	)

9" 90 lb. Girder Rail	E. State St., Johnston Ave., to Whitehead Road	1555 " "	Paved with cobblestone bet. tracks & 2 ft. each side	1,497.3	"
9" 90 lb. Girder Rail	In Hamilton Square	3043 " "	Paved with cobblestones bet. tracks & 2 ft. each side.	2,930.2	"
	Additional paving (Belgian Block)	Alexander St., Princeton, N. J.		328	"
			Total track paved outside City	31,593.8 sq. yds.	

Note: $4,000.00 expended for macadamizing of street in Pennington Borough.
Nov. 16, 1915.

EXHIBIT T. & M.—61.

MEMORANDA

Trenton and Mercer County Traction Corporation

Approximate Cost at Factory of Steel Special Work now in Track operated by this Company, and estimated cost of material and labor necessary to install.

64	Single track steam and electric railroad crossings at $300.00 each	$19,200.00
83	Complete switches, including switch, mate, frog and connections with connecting special work rails, at $800.00 each	66,400.00
38	Single track special work curves in City, at $100.00 each	3,800.00
64	Complete switches outside of City Limits, at $94.00 each	6,016.00
35	Curves outside of City Limits, where guard rails are used, at $50.00 each	1,750.00
	Substructure and labor laying 83 switches within City, at $300.00 each	24,900.00
	" " " " 38 single track curves, at 100.00 each	3,800.00
	" " " " 64 " " crossings, at 400.00 each	25,600.00
	" " " " 64 switches outside City, at 200.00 each	12,800.00
	" " " " 35 curves outside City, at 100.00 each	3,500.00
	Total	$167,766.00

Nov. 16, 1915.

Trenton and Mercer County Traction Corp.

CROSSINGS

SPECIAL—WORK

Company's		Location	Crossing					
Double	tracks	S. Clinton Av. & Liberty St.	2	tracks	Public Service Ry. Co.			4
"	"	S. Broad & Liberty Sts.	2	"	"	"	" "	4
"	"	Centre & Cass Sts.	2	"	"	"	" "	4
Single	"	Union & Market Sts.	2	"	"	"	" "	2
"	"	Mercerville	2	"	"	"	" "	2
Double	"	Pennington Av. & Willow St.	2	"	N. J. & Pa.	Trac.	Co.	4
"	"	W. State & Calhoun Sts.	1	"	"	"	" "	2
"	"	S. Clinton Av. & Roebling Co.	1	"	Pennsylvania R. R. Co.			2
"	"	" " " " "	1	"	"		"	2
"	"	Centre St., near Furman St.	1	"	"		"	2
"	"	E. State St., Opp. Linoleum	1	"	"		"	2
"	"	Ham. Sq. Div. opp. Fair Grounds	2	"	"		"	4

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40		30	20			10	
"	"	Warren St., near Canal	1	"	"	"	2
"	"	Perry St., near Canal	6	"	"	"	12
"	"	State St., near Canal	2	"	"	"	4
"	"	S. Broad St., near Canal	2	"	"	"	4
"	"	" " " " Third St.	1	"	"	"	2
Single	"	Brunswick Ave. & McKinley Hos.	1	"	Philadelphia & Reading Ry. Co.		1
"	"	Pennington Ave.	1	"	"	" "	1
Double	"	State & Broad Sts.	2	"	Company.		4
			20	Crossings			64 Xings

Exhibits

Nov. 13, 1915.

Trenton and Mercer County Traction Corporation

Curves and Sidings inside of City Limits of Trenton.

Broad Street Div. From E. Trenton to City Line.

1	siding and end of double track (N. Clinton Ave.)	or 3 pieces of Special Work
1	single track curve—Mulberry St.,	
4	double track cross-overs,	or 8 " " "

1	single track switch at Broad & Perry Sts., or	1 " " "
1	" " " " " Stanton Sts., or	1 " " "
1	" " curve	
3	double track steam r. r. crossings	
	double track branch off, Broad & Market Sts., or	2 " " "
2	double curves	
	double track branch off, Broad & Centre Sts., or	2 " " "
2	double curves	

Market Street Div. — From Broad St. to end of line.

3	pieces of Special Work
5	single track curves

West State Street — From River Road to Stanton St.

11	double track curves	
3	" " cross-overs, or	6 pieces of Special Work
4	" " branch off, or	8 " " "
	end of double track—River Road	1 " " "
1	right hand branch off at State & Broad Sts.)	

40 30 20 10

40		30		20		10
1	left " " " " " " "	) or 4	"	"	"	
2	single track curves " " " "					
	double track crossings " " " "					
1	steam r.r. crossing					

Warren Street — From State St. to Battle Monument

1	right hand switch at Warren and Perry)	
1	left " " " " " ") or	3 Pieces of Special Work
1	right hand switch	
3	single track curves	
	double track switches at Princeton and Pennington Aves. or	2 " " "
1	double track curve	

East State Street — From Clinton Ave. to City Line:

2	double track curves	
1	steam r.r. crossing	
	double track switch at State & Olden, or	2 pieces of Special Work

No. 2 — Curves and Sidings Inside of City Limits of Trenton

Hamilton and Olden Aves.

End of double track at Chambers St.
2 sidings, or
1 single track curve

Centre Street

1 steam r.r. crossing
Centre and Lalor Sts.
1 single track curve
Second Street
1 single track curve on Second Street
Lalor St., in front of Car House

Brunswick and Princeton Avenues

End of double track—1 switch)
4 sidings) or
3 single track curves
1 steam r.r. crossing.

From S. Clinton Ave. to E. State St.

5 pieces of Special Work

From Broad St. to Car House

2 pieces of Special Work
3 " " "
10 " " "

From Battle Monument to City Line:

9 pieces of Special Work

Pennington Avenue

1 switch at end of double track)
3 sidings) or
1 single track curve
1 steam r.r. crossing

Prospect Street and Stuyvesant Avenue

2 double track curves
end of double track, or

Curves and Switches Inside of City Limits

85 pieces of Special Work
11 double track curves, where guard rail is used
19 single track curves, where guard rail is used

Nov. 14, 1915.

From Battle Monument to City Line:

7 pieces of Special Work

From W. State St. to City Line:

1 piece of Special Work

Trenton and Mercer County Traction Corp.

Curves and Sidings outside of City Limits of Trenton

Lawrenceville and Princeton Div. Between City Limits and Princeton:

8 sidings and one spur (spur at Princeton), in all 17 pieces of Special Work.
10 curves where guard rails are used.

Pennington and Hopewell Div. Between City Limits and Hopewell:

8 sidings or 16 pieces of Special Work.
12 curves

Trenton Junction Div. Between City Limits and Trenton Junction:

3 sidings and 1 spur—making 7 pieces of Special Work.
3 curves.

White Horse and Yardville Div. Between City Limits and Yardville:

2 cross-overs, or 4 pieces of Special Work.

3 sidings, or 6 pieces of Special Work.
2 curves.

Hamilton Square Div. Between City Limits and Hamilton Square:

1 double track curve, or 2 pieces of Special Work—work end of double track at Johnston Ave.
1 piece of Special Work.
4 sidings, or 8 pieces of Special Work.
3 curves.

Johnston Ave. From E. State St. to Fair Grounds:

5 double track curves
1 spur, or 1 piece of Special Work.
1 cross-over, or 2 pieces of Special Work.

Curves and Switches Outside of City Limits.

64 pieces of Special Work
35 curves, where guard rails are used

Nov. 13th, 1915.

EXHIBIT T. & M.—62.

Trenton and Mercer County Traction Corporation.

Division	Location	Bridges or Culverts			
Pennington & Hopewell	Parker's	1 bridge	22 ft.	long	$1000.
" "	Green's	2 culverts	6 "	"	500.
" "	Pennington	1 "	10 "	"	500.
" "	Reading Railroad	1 bridge	70 "	"	2500.
" "	Woolsey Hill	1 bridge	22 "	"	2100.
" "	Near Quarry	1 culvert	8 "	"	400.
" "	" Cox's	1 culvert	12 "	"	600.
" "	Stony Brook	1 bridge	400 "	"	15000.
" "	Shepherd's	1 bridge	16 "	"	800.
" "	Hopewell	1 culvert	12 "	"	500.
	Total	11 Bridges & culverts			

40		30	20		10		
Lawrenceville & Princeton		near Wilcox Switch	1	bridge	50	ft. long	1000.
"	"	" Brock's	1	bridge	20	" "	1000.
"	"	in Lawrenceville	1	"	22	" "	2100.
"	"	8 Mile Run	1	"	60	" "	2000.
"	"	Old Battery House	1	culvert	8	" "	400.
"	"	at Schenck's	1	bridge	15	" "	600.
"	"	Updyke's	1	"	15	" "	600.
"	"	Stony Brook	1	"	400	" "	8000.
"	"	Next to Stony Brook	1	culvert	18	" "	800.
"	"	Quaker Road	1	bridge	20	" "	1000.
"	"	Olden's	1	culvert	12	" "	600.
"	"	Olden's Switch	1	"	12	" "	600.
"	"	near Princeton	1	bridge	16	" "	800.
		Total	13	bridges & culverts			
Trenton Junction		near Trenton Junction	1	bridge	12	ft. long	600.
Hamilton Square			1	culvert	18	" "	1000.
Yardville		Kirby's Mills	1	bridge	50	" "	5000.
							$50000.

Summary.

Pennington and Hopewell Div.	11	bridges & culverts
Lawrenceville & Princeton Div.	13	" "
Trenton Junction Div.	1	"
Hamilton Square Div.	1	culvert
Yardville Div.	1	bridge
Total	27	bridges & culverts.

Nov. 13, 1915.

EXHIBIT T. & M.—63.

Trenton and Mercer County Traction Corporation

Statement showing location of differences between track measurements City of Trenton By City Engineer Swan and Trenton & Mercer County Traction Corporation.

FROM		TO		Feet of Track by Company	Feet of Track by Swan	Difference Feet
Centre St.	Broad St.	Lalor St.	D.	6,100	6,130	60
Perry St.	Warren St.	Broad St.	S.	300	280	20
"	Broad St.	N. Clinton Ave.	D.	3,350	3,250	200
N. Clinton Ave.	Perry St.	Mulberry St.	D.	4,675	4,590	170
Mulberry St.	N. Clinton Ave.	End of line—P. R. R.	S.	1,850	1,920	70
Hamilton Ave.	S. Clinton Ave.	Chambers St.	D.	3,250	3,240	20
"	Chambers St.	Olden Ave.	S.	3,000	2,980	20

Olden Ave.	Hamilton Ave.	E. State St.	S.	3,250 3,130 120
Prospect St.	State St.	Stuyvesant Ave.	D.	2,080 2,010 140
Stuyvesant Ave.	Prospect St.	Whittlesey Road	D.	5,462 5,363 198
"	"	" "	S.	288 288
"	Whittlesey Road	Private Right-of-Way	S.	2,868 2,920 52
Private Right-of-Way	Stuyvesant Ave.	City Line	S.	5,812 5,800 12
Market St.	Broad St.	Warren St.	S.	1,200 1,125 75
S. Warren St.	Market St.	Bridge St.	S.	1,050 1,050
Bridge St.	Warren St.	Fair St.	S.	300 300
Fall St.	"	"	S.	300 300
Fair St.	Fall St.	Bridge St.	S.	450 450
Lalor St.	Centre St.	Car Barn	S.	650 600 50
W. State St.	Asylum Bridge	Fork of Road	S.	726 400 326
"	Fork of Road	Parkside Ave.	D.	2,604 2,600 8
"	Parkside Ave.	Prospect St.	D.	4,196 4,170 52
"	Prospect St.	Broad St.	D.	4,850 4,345 1,010
E. State St.	Broad St.	S. Clinton Ave.	D.	2,400 2,470 140
"	Clinton Ave.	City Line	D.	5,745 6,059 628
S. Clinton Ave.	State St.	Stanton St.	D.	8,560 8,443 234
Stanton St.	Clinton Ave.	Broad St.	D.	600 550 100
N. Warren St.	State St.	Battle Monument	D.	2,050 1,850 400
40	30	20	10	

40	30	20	10				
Pennington Ave.	Battle Monument	City Line—Parkway Ave.	S.	6,060	6,070	10	
Princeton Ave.	*Pennington Ave.	Paul Ave.	D.	450		900	
"	"	"	S.	3,495	3,870	375	
Paul Ave.	Brunswick Ave.	Princeton Ave.	S.	1,100	1,080	20	
Brunswick Ave.	Paul Ave.	Mulberry St.	S.	3,850	3,890	40	
"	**Mulberry St.	City Line	S.	1,000		1,000	
Broad St.	Perry St.	State St.	D.	900	905	10	
S. Broad St.	State St.	City Line	D.	11,455	11,110	690	
		Total		106,276	103,538	4,380 ft	

*Battle Monument to Valentine & Weeden's—double track.
**Not included in Mr. Swan's statement.
Nov. 15, 1915.

EXHIBIT T. & M.—64.

Trenton and Mercer County Traction Corporation

Estimate of cost of reproduction new of physical property of traction companies in and about Trenton now operated by the Trenton and Mercer County Traction Corporation.

	Betts 1910	Johnson 1910	Rand and Brackenridge 1915
Tracks and Roadway	$974,100.00	$1,400,000.00	$695,527.19
Paving	322,100.00	400,000.00	358,845.02
Right of Way	36,350.00	100,000.00	110,025.00
Bridges and Culverts	14,800.00	50,000.00	
Special Work		150,000.00	70,662.00
Overhead Construction, including Feeders	132,650.00	320,000.00	307,100.30
Rolling Stock and Equipment	408,000.00	350,000.00	400,000.00
Car Houses, Repair Shops, Tools, Stock, and Adjacent Real Estate	134,750.00	140,000.00	155,900.00

Power Station and Equipment with Adjacent Real Estate		365,000.00	300,000.00	265,500.00
Signal System				1,052.75
Total		2,387,750.00	3,210,000.00	2,364,612.26
Engineering and Contingencies		216,720.00	160,000.00	
Total		2,604,470.00		
Omissions	5%	130,223.50	160,000.00	
Interest and Taxes during construction	5%	130,223.50	160,000.00	
Insurance & Casualties during "	5%	130,223.50	160,000.00	
Administration and Organization Exp.		130,223.50	160,000.00	354,691.84
Going Concern and other intangibles		937,608.30	1,209,000.00	815,791.25
Working Capital		140,000.00	140,000.00	140,000.00
Expended for Capital Account since 1910		821,000.00	821,000.00	
Total		$5,023,972.30	$6,180,000.00	$3,675,095.35

Nov. 11, 1915.

EXHIBIT C.—1.

State of New Jersey
Board of
Public Utility Commissioners
Trenton
Ralph W. E. Donges, President
John J. Treacy
John W. Slocum

Alfred N. Barber, Secretary

Petition for Approval of Leases.
Board's Memorandum—March 7th, 1911.
Companies Acceptances.
Certificates Approving.

Received and ordered marked Exhibit C-1, Testimony of October 25th, 1915, page 52.

750

To the Board of Public Utility Commissioners of the State of New Jersey:

Gentlemen: The petition of the Trenton and Mercer County Traction Corporation, a corporation organized under the laws of the State of New Jersey, respectfully shows that:

It has entered into a lease with The Trenton Street Railway Company a corporation of the State of New Jersey, for the leasing of all its real estate whereso-ever situate and any and every interest therein and its railways as the same are now located and constructed, together with all the branches, extensions, rights of way, easements, licenses, public and private, fixtures and all its property located in the City of Trenton, for a term of nine hundred and ninety years; And said Company has also entered

into a lease with the Trenton, Hamilton and Ewing Traction Company, a corporation of the State of New Jersey, for the leasing of all its real estate wheresoever situate and any and every interest therein and its railways as the same are now located and constructed, together with all the branches, extensions, rights of way, easements, licenses, public and private, fixtures and all of its property located in the City of Trenton, for a like term of nine hundred and ninety years; And said company has also entered into a lease with Mercer County Traction Company, a corporation of the State of New Jersey, for the leasing of all its real estate wheresoever situate and any and every interest therein and its railways as the same are now located and constructed, together with all the branches, extensions, rights of way, easements, licenses, public and private, fixtures and all of its property located in the City of Trenton, for a like term of nine hundred and ninety years; And said company has also entered into a lease with the Trenton, Pennington and Hopewell Street Railway Company, a corporation of the State of New Jersey, for the leasing of all its real estate wheresoever situate and any and every interest therein and its railways as the same are now located and constructed, together with all the branches, extensions, rights of way, easements, licenses, public and private, fixtures and all of its property located in the City of Trenton, for a like term of nine hundred and ninety years. (Copies of said leases with each of said companies are hereto annexed and made a part hereof.)

Your petitioner further shows that they have entered into the possession of the property thus leased. Your petitioner would, therefore, respectfully ask that your Board approve of said leases, to the end that the same may be valid and binding upon the respective parties thereto.

Trenton and Mercer County
Traction Corporation.
Rankin Johnson
Vice-President.

(Seal)
Attest:
George W. Macpherson
Secretary.

State of New Jersey. ss.

Rankin Johnson, being duly sworn according to law, upon his oath says, that he is Vice-President of the Trenton and Mercer County Traction Corporation referred to in the above petition, that he has read the said petition and knows the contents thereof, and all the matters set forth therein are true.

Rankin Johnson

Sworn and subscribed to before me this 24th day of October, Nineteen Hundred and Ten.

William N. Cooper
Notary Public of
New Jersey.

750

The following preamble and resolution, having been presented and read, were unanimously adopted:

—

Whereas, It is desired in the Lease of the Trenton Street Railway Company to the Trenton and Mercer County Traction Corporation dated October 15th, 1910, that the words contained in the first paragraph of Article Nine of the said lease, viz:—"With the written consent of the parties hereto, this lease may be modified or rescinded," be stricken out.

And Whereas, The United Power and Transportation Company, the owner of all the stock of the Trenton Street Railway Company, excepting seven

shares held by the directors thereof, at a meeting held this day, approved of the said amendment and requested the Board of Directors of this Company to consent thereto, therefore,

Resolved, That the said lease of the Trenton Street Railway Company be and is hereby amended by striking out of the ninth paragraph the words, "With the written consent of the parties hereto, this lease may be modified or rescinded," provided the Trenton and Mercer County Traction Corporation consents to such amendment.

I, T. W. Grookett, Jr., Secretary of the Trenton Street Railway Company, do hereby certify that the above is a true and correct transcript from the minutes of a meeting of the Board of Directors of the Trenton Street Railway Company, held on Friday, January 27th, 1911.

Witness my hand and the seal of the Company this 27th day of January, A. D. 1911.

T. W. Grookett Jr
Secretary.

(Seal)

750

The following preamble and resolution having been presented and read were unanimously adopted:

Whereas, it is desired in the lease of the Trenton Street Railway Company to the Trenton and Mercer County Traction Corporation, dated October 15, 1910, that the words contained in the first paragraph of Article 9 of the said lease, viz: "with the written consent of the parties hereto this lease may be modified or rescinded," be stricken out, and,

Whereas, the Trenton Street Railway Company has by its Board of Directors passed a resolution consenting to such amendment:

Therefore, Be It Resolved, that the said lease of the Trenton Street Railway Company be and is

hereby amended by striking out of the ninth paragraph the words "with the written consent of the parties hereto this lease may be modified and rescinded."

I, George W. Macpherson, Secretary of the Trenton and Mercer County Traction Corporation do hereby certify that the above is a true and correct transcript from the minutes of a meeting of the Board of Directors of the Trenton and Mercer County Traction Corporation, held on Saturday, February 4, 1911.

Witness my hand and the seal of the Company this seventh day of February, nineteen hundred and eleven.

George W. Macpherson
Secretary.

(Seal)

750

Board of Public Utility Commissioners
for the State of New Jersey.

In the Matter of the Petition for Approval of Leases of the Trenton Street Railway Company, The Trenton, Hamilton and Ewing Traction Company, The Mercer County Traction Company and The Trenton, Pennington and Hopewell Street Railway Company to The Trenton and Mercer County Traction Corporation.

Memorandum.

The terms of the leases submitted for approval provide that the lessee company is to pay the interest charges, taxes and insurance, all operating expenses, proper maintenance charges and, in addition, is to pay as rentals definite sums of money, increasing in amount during the period of about fifteen years.

The sums paid as rental would be available for the payment of dividends as there are no other charges to be deducted from them.

Chapter 41, P. L., 1910 prescribes that no leases, such as those under consideration, shall be valid until approved by this Board.

The determining question in the consideration of the approval or disapproval of these leases, as in

the consideration of every lease submitted, is whether or not the terms thereof are in the public interest.

The Board must, in this connection, consider whether it may be reasonably expected that the interest and other charges the lessee agrees to pay may be met, the rentals paid, and the public provided with safe and adequate service.

This involves a consideration, among other things, of the capitalization and the income of the companies.

The Board has made careful inquiry into these matters and has, after a review of the financial history of the several companies, concluded, in the light of such history, that it may reasonably be expected that the terms of these leases may be met by the lessee.

It has, however, determined that, to assure the maintenance of the property of the several companies in the condition required to furnish safe and adequate service, and to eliminate, as far as possible, the danger of a recurrence in the future of the conditions which now exist, with reference to the physical property of the companies, a depreciation fund should be set up and maintained.

The Board, therefore, hereby

Approves the several leases so submitted to it, but such approval is conditioned upon the formal acceptance by the lessors, respectively, and the lessee of the additional terms and modification of terms now contained therein, as follows:

(1) That the lessee accept and covenant to comply, in all particulars, with the mandatory provisions of the Order issued by this Board to the Trenton Street Railway Company, under date of March third, nineteen hundred and eleven.

(2) That the lessee covenant to set up and maintain, during the period that the lease remains in force, a depreciation fund.

(3) That the lessee covenant to pay into such fund annually, for a period of two years, a sum that

shall not be less than five per cent (5%) of its gross income.

(4) That within two years from the date hereof the lessee submit to this Board, (or any Board succeeding to its powers and duties) a proposed rule to govern and regulate the maintenance of a depreciation fund by it thereafter.

(5) That the lessee covenant to abide by and conform to the action of such Board upon the rule so submitted to it, provided that such action does not require the payment into such fund of a sum in excess of fifteen per cent (15%) of the gross income of such lessee.

The conditions so imposed are intended to meet the somewhat unusual circumstances which have developed in the course of the hearings, not only on this application, but also upon the complaint of the City of Trenton of the present maintenance of unsafe and inadequate service; upon which complaint the Board has made on Order requiring a large amount of work, in repair and reconstruction, to be done within a comparatively short period of time.

The moneys required in this work cannot, in view of the necessity of meeting fixed charges, be wholly met out of the current earnings of the company, and some of the work required by such order is of such a nature that it may fairly be contended that the expenditures therefor should be charged to capital account.

The conditions imposed must, therefore, not be taken as indicating the general policy of the Board as to depreciation accounts.

The leases provided for an issue, by the Trenton Street Railway Company, of mortgage bonds in the sum of Five Hundred Thousand ($500,000.) Dollars.

Additional car barn facilities are required; additions to the power plant capacity are now demanded; replacement of smaller cars by cars of greater capacity and improved type is requisite; the substitution of double track for single track, on some parts of the system must soon be made in improvement

of the service furnished, a beginning in this direction having already been recommended by this Board.

The Board will, therefore, when formal application is made to it, approve this proposed issue of bonds, subject to the terms of Conference Order Number Seven.

Dated March 7th, 1911.

Board of Public Utility Commissioners for the State of New Jersey

By

(Signed) Frank H. Sommer,
President.

(Seal)

Attest:

(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify that the foregoing is a true copy of the Memorandum of the Board of Public Utility Commissioners for the State of New Jersey, adopted at its meeting held Tuesday, March seventh, nineteen hundred and eleven and recorded in the Minutes of said meeting.

Secretary.

750

Certified Copy

Transcript of Minutes,

Trenton and Mercer County Traction Corporation.

March 20, 1911.

The meeting of the Board of Directors of the Trenton and Mercer County Traction Corporation was held at the office of the company in the City of Trenton on Monday, March 20, 1911, all of the Directors being present.

The Secretary presented a certified copy of the memorandum of the Board of Public Utility Commissioners for the State of New Jersey, adopted at the meeting of said minutes of said Board, March 7, 1911, and recorded in the minutes of said Board, concerning the approval of the leases of the Trenton Street Railway Company, Trenton, Hamilton and Ewing Traction Company, Mercer County Traction Company and Trenton, Pennington and Hopewell Street Railway Company, respectively.

Whereupon on motion, it was resolved:

That the certified copy of said memorandum be spread upon the minutes, and that the conditions therein imposed upon the said Trenton and Mercer County Traction Corporation, concerning all of the leases referred to, be and the same are hereby accepted, and that the Vice-President and Secretary be, and they are hereby authorized and directed to execute and deliver to the said Board of Public Utility Commissioners for the State of New Jersey formal acceptance of the terms of said memorandum, and that the Vice-President, upon the delivery of the acceptance to the terms contained in said memorandum, request a certificate of approval of each of the leases referred to in said memorandum.

No further business presenting, the meeting adjourned.

Geo. W. Macpherson
Secretary.

I, George W. Macpherson, Secretary of the Trenton and Mercer County Traction Corporation, hereby certify that the foregoing is a true transcript of the minutes of the meeting of the Board of Directors of the Trenton and Mercer County Traction Corporation, relating to the memorandum of the Board of Public Utility Commissioners for the State of New Jersey, held Monday, March 20, 1911.

Geo. W. Macpherson
Secretary.

(Seal)

750

To the Board of Public Utility Commissioners for the State of New Jersey.

In the Matter of the Petition for Approval of Leases of The Trenton Street Railway Company, Trenton, Hamilton and Ewing Traction Company, Mercer County Traction Company and Trenton, Pennington and Hopewell Street Railway Company to Trenton and Mercer County Traction Corporation, Dated October 15, 1910.

Acceptance of Memorandum.

Whereas, the Board of Public Utility Commissioners for the State of New Jersey has approved the leases of the Trenton, Street Railway Company, Trenton, Hamilton and Ewing Traction Company, Mercer County Traction Company and Trenton, Pennington and Hopewell Street Railway Company, respectively, to the Trenton and Mercer County Traction Corporation, upon certain conditions.

And Whereas, the Board of Directors of the Trenton and Mercer County Traction Corporation at a meeting held March 20, 1911, passed a resolution accepting the terms and conditions set forth in the memorandum filed by the Board of Public Utility Commissioners for the State of New Jersey, dated March 7, 1911, and directed the Vice-President to

sign such acceptance, and directed the Secretary to properly execute and deliver the same to the Board of Public Utility Commissioners for the State of New Jersey.

Now Therefore, in consideration of the foregoing, the Trenton and Mercer County Traction Corporation hereby accept the conditions imposed upon said company by said memorandum made by the Board of Public Utility Commissioners for the State of New Jersey, dated March 7, 1911, and on file in their office, respecting all of the leases above referred to, and agrees on its part to faithfully keep and perform all the terms and conditions imposed upon said Trenton and Mercer County Traction Corporation by the memorandum aforesaid with respect to each and all of the leases aforesaid.

In Testimony Whereof, the said Trenton and Mercer County Traction Corporation has caused these presents to be signed by its Vice-President, and has hereto set its common seal, attested by its Secretary, this Twentieth day of March A. D., nineteen hundred and eleven.

Trenton and Mercer County Traction Corporation

Rankin Johnson
Vice-President.

(Seal)

Attest:
Geo. W. Macpherson
Secretary.

EXHIBIT C.—1A.

Trenton & Mercer County Traction Corporation.

(Income account as shown in Annual Reports to Board.)

	1911	Year	1913	1914	Four Year Average
Operating Revenues,	$690 737.33	$713 563.37	$768 505.99	$774 556.32	$736 840.38
Operating Expenses,	331 011.33	373 029.19	408 825.97	446 826.37	389 923.34
Taxes,	36 712.38	44 997.57	47 673.55	50 863.58	45 061.89
Operating Income (Net Revenue)	323 012.62	295 536.61	312 006.47	276 866.87	301 855.64

EXHIBIT C.—1C.

Trenton and Mercer County Traction Corporation.

Summary.

Expenditures by Trenton and Mercer County Traction Corporation for additions and betterments of Trenton property from October 15th, 1910, to September 30th, 1915.

Trenton and Mercer County Traction Corporation		
Road & Equipment		$128,562.38
Trenton Street Railway Company:		
Road & Equipment	$17,026.84	
Rehabilitation	56,841.61	73,868.45
Mercer County Traction Company:		
Road & Euqipment	$25,791.75	
Rehabilitation	8,445.50	34,237.25
Trenton, Pennington & Hopewell Street Railway Co.:		
Road & Equipment	$2,688.26	
Rehabilitation	9,236.84	11,925.10
Trenton, Hamilton & Ewing Traction Co.:		
Road & Equipment	$55,982.26	
Rehabilitation	192.96	56,175.22
		304,768.40
Suspense Accounts		17,148.39
		$321,916.79

Trenton and Mercer County Traction Corporation.

Road & Equipment.

Organization Expenses	$16471.83
P	
Purchasing Service J. G. White Co. 10/15/10-12/31/11	2000.00
10 Pay Within Cars 264-268-284 Purchased 1912	53593.12
10 Pay Within Cars 286-304 Purchased 1914	53739.71
Land purchased for addition to Power House Property	351.90
Land purchased for Wilcox Switch—Lawrenceville Road	395.00
Testing Set	100.35
Office Furniture & Appliances	681.65
Indianapolis Switch & Frog Welder	555.50
Duntley Electric Track Drill	253.08
Tube Expander	35.00
Steel Locker—Car Barn	45.24
Trolley Wagon	340.00
	$128562.38

Trenton and Mercer County Traction Corporation.

Expenditures A/C Trenton Street Railway Company.

	TRACK.		
	Reconstruction of Track N. Clinton Ave.—Perry St. to Stone		
10	Bridge		
	Charges to Road & Equipment (Ballast)	$526.64	
	Charges to Rehabilitation	5921.78	$6448.42
	Reconstruction of Track Centre St.—Broad St. to Ferry St.		
	Charges to Rehabilitation		350.26
	Reconstruction of Track Perry St.—Broad St. to D. & R. Canal		
20	Charges to Road & Equipment (Ballast)	1670.10	
	Charges to Rehabilitation	15356.13	17026.23
	Reconstruction of Track S. Broad St.—Hudson St. to Liberty St.		
	Charges to Rehabilitation		12486.10
	Repaving W. State St. with Brick—Willow St. to Calhoun		
30	St.		
	Charges to Road & Equipment (Ballast)	7.00	
	Charges to Rehabilitation	8793.39	8800.39
	New Special Work Centre & Lalor Sts.		
	Charges to Road & Equipment (Ballast)	16.80	
	Charges to Rehabilitation	841.86	858.66
40			
	Block Paving Paul Ave.— Princeton Ave. to Brunswick Ave.		

Charges to Road & Equipment		
Ballast	307.73	
Ties	300.00	
Paving	3475.95	
Track Drain	7.55	4091.23
Ballast for Track Repairs (New)		
Charges to Road and Equipment		439.17
Partial cost Fair Grounds Spur (R & E)		897.60
Rehabilitation of Suburban Lines		
Princeton Road—Trenton to Shippetauquin Creek		
Charges to Road & Equipment (Ballast)	608.54	
Charges to Rehabilitation	694.85	1303.39
Yardville Line		
Charges to Road & Equipment (Ballast)	448.14	
Charges to Rehabilitation	602.42	1050.56
Rehabilitation Wilcox Switch (Rehabilitation)		711.49
New Steam Railroad Crossing E. State St. (Rehabilitation)		186.66
Rebuilding E. State St. Canal Bridge		
Charges to Road & Equipment (50% of cost)		1363.35
Miscellaneous Track Tools		30.17
New Track Drains		40.94
Wagon Crossing Lawrenceville Road		15.41
		$56100.03

POWER PLANT.

Road & Equipment Charges.

Piping New Fare Lines—Power House	$119.53
Installation of Fire Extinguishers—Power House	15.17
Installation of Damper Regulator	57.71

Installation of Towel Washing Machine	85.13
Magnesia Pipe Covering for Power Plant Equipment	38.71
Foster Governor for Centrifugal Pump	45.00
Portion of parts for Crane	75.00
Iron Stairs for Boiler Room	80.00
Lockers for Power House	46.80
Float Valve for Steam Separator	117.81
Hand Rails for #3 Engine	37.00
Installation Negative Cable—Power House	73.35
Miscellaneous Power Plant Equipment	41.04
	$832.25
Scrap Iron sold from Turbines	43.81
	$788.44

Rehabilitation Charges

Rehabilitation Engine #4	4289.23

CAR BARNS.

Installation Heating Plant—Car Barn Road & Equipment		
Balance of cost not applied to Bond Issue	$208.26	
Rehabilitation (35% of cost)	2691.83	2900.09
New Roof & Front Wall Car Barn #1 Road & Equipment 25% of cost	465.69	
Rehabilitation 75% of cost	1387.50	1853.19

Road & Equipment Charges.

Paving Floor Car Barn #5	388.76
Paving Floor Car Barn #1	144.54
New Floor Paint Shop	178.92
Track Between Barns #1 & #5	123.18
Asphalt Pavement Lalor St.	800.56

Cement Sidewalk Davies, Lalor & Second Sts.	26.70
Installation Shop Crane & Exhaust Fan	86.94
New Tools for Sweepers	35.67
	$6538.55

CARS.

Road & Equipment Charges.

Prepayment Features for 20 Cars (Does not include cost of equipment for 19 cars)		2470.19
Rehabilitation of Cars		
New Equipment for cars (R & E)	553.19	
Rehabilitation	2528.11	3081.30
		$5551.49

LINE.

New Negative Cable Perry St. under Canal	453.09	
New Signals Lalor St.	9.34	462.43

MISCELLANEOUS BUILDINGS.

Sidewalk on Property Princeton & Morgan Aves.	138.28

Trenton and Mercer County Traction Corporation.

Summary.

Track	$56100.03
Power Plants	5077.67
Car Barn Buildings & Equipment	6538.55
Cars & Equipments	5551.49
Line	462.43
Miscellaneous Buildings	138.28
	$73868.45

Road & Equipment	$17,026.84
Rehabilitation	56,841.61
	$73,868.45

Mercer County Traction Company.

TRACK.

Road & Equipment.

Paving South Warren St.—Market St. to Bridge St.	
Filbertine & Belgian Block Road & Equipment.	$2583.65
Paving Olden Avenue—Hamilton Ave. to E. State St.	
Belgian Block—Road & Equipment.	9106.48
Grade set by City Engineer for Olden Ave. Paving	62.50
Installation Derailing Switch Prospect St. Canal Bridge	216.50
400 Amperes Booster & Accessories for Princeton Line	3420.26
Engineers making Surveys of proposed extension, Princeton New Jersey	178.00
Ballast A/C Paving Stuyvesant Ave.	101.55
Track Drain Market St.	14.47
Rehabilitation Princeton Road Shippteauquin Creek to Princeton	
Charged to Road & Equipment (Ballast) 1253.25	
Charged to Rehabilitation 2142.67	3395.92
Paving Hamilton Ave. Chambers St. to Olden Ave. Road & Equipment	8471.62
Welding Joints on Hamilton Ave. Rehabilitation	827.47
Welding Joints on Olden Ave. Rehabilitation	1070.58
Welding Joints on Pennington Ave. Rehabilitation	

From Prospect St. to Odd Fellow's Home		521.84
Renewal Rail Market St. Bridge		
Charged to Road & Equipment (Ballast & Paving)	40.58	
Charged to Rehabilitation	116.57	157.15

BRIDGES:

Rebuilding Prospect St. Railroad Bridge		
Charged to Road & Equipment (Ballast)	154.29	
Charged to Rehabilitation	489,18	643.47

Rehabilitation Charges.

Rebuilding Prospect St. Canal Bridge	1969.69
Overhauling Bridges Lawrenceville & Princeton Line	658.60

LINE:

New Trolley Wire	398.68
New Poles	8.54
Painting Iron Poles City of Trenton	122.99

BUILDINGS:

Improvements to Princeton Waiting Room & Terminal		
Charged to Road & Equipment	183.60	
Charged to Rehabilitation	118.69	302.29

Road & Equipment	$25,791.75
Rehabilitation	8,445.50
	$34,237.25

Summary.

Track	$30132.99
Bridges	3271.76

Line	530.21
Buildings	302.29
	$34237.25

Expenditures A/C Trenton, Pennington and Hopewell Street Railway Company.

TRACK.

Road & Equipment Charges.

Installation of Hawkes Switch near Princeton		$511.45
Installation of Siding Pennington Trap Rock Co. Quarry		655.21
Track Drain & Road Crossing in Pennington Borough		23.
Rehabilitation of Track Trenton to Hopewell		
Charged to Road & Equipment (Ballast)	3155.95	
Charged to Rehabilitation	9091.27	12247.22

Rehabilitation Charges

LINE.

New Poles	27.63
New Trolley Wire	117.94

MISCELLANEOUS.

Lights in Street Pennington Borough Road & Equipment	11.13
New Crosswicks Hopewell Borough— Road & Equipment	37.80
	13631.51

Credit Road & Equipment

Sale of Scrap Material from Storage Battery Lincoln Avenue	1706.41
	11925.10

Road & Equipment	$2,688.26
Rehabilitation	9,236.84
	$11,925.10

Summary.

Track	$13,437.01
Line	145.57
Miscellaneous	48.93
Credit Power Plant Equipment	1,706.41
	$11,925.10

Trenton, Hamilton and Ewing Traction Company.

Road & Equipment.

Ballast for Track Hamilton Square Road	$41.24
Track Drain at West State St. and River Road	12.00
New Signal Wire Johnston Ave. to Whitehead's Road	25.97
10 Pay Within Cars #244-262	55898.78
	$55982.26

Rehabilitation

New Trolley Wire	192.96
	$56175.22

Trenton and Mercer County Traction Corporation.

Suspense Accounts.

Construction Work in Progress	
West State Reconstruction—Calhoun St. to Prospect St.	$10,997.71
Suspense Accounts	
Inter-State Fair Terminal	3,171.11
Crosswicks Extension	2,351.81
Pay Within Features—Large Cars	627.76
	$17,148.39

EXHIBIT C.—1D.

TRENTON AND MERCER COUNTY TRACTION CORPORATION

Joints welded by Lorain Steel Company—a/c Trenton Street Railway Company tracks

Head supported joints @ $6.75 each.
Standard joints —— " 5.75 "

Year	Voucher No.	Number of Joints		Cost per Joint		
1912	3297	564	(S. Clinton Ave. from Greenwood Ave. to Dye St., both tracks,	$6.75	$3,807.00	
"	"	17	(one track, Dye St. to Stanton St.)	5.75	97.75	
1913	4752	140	(S. Clinton Ave., 1 track, Dye St. to Stanton St.)	6.75	945.00	$4,849.75
1912	3725	266 2/3	N. Clinton Ave., from Stone Bridge to Mulberry St.	"		1,800.00
"	"	26	E. State St., from Hampton St. to Cook Ave.	"	175.50	

Exhibits

1913	4752	410		E. State St., from Clinton Ave. to Logan Ave. (Except 26 joints shown above)	"	2,767.50	
"	"	134		E. State St., from Clinton Ave. to Logan Ave. (Except 26 joints shown above)	5.75	770.50	3,713.50
1912	3297	47		Pennington Ave. from Frazier St. to Prospect St.	"		317.25
"	3725	138		N. Warren St., from Perry St. to Pennington Ave.	6.75		931.50
1913	4752	58	1/3	Mulberry St., from N. Clinton Ave. to Terminus	"		393.75
"	"	33		Paul Ave., from Princeton Ave. to Brunswick Ave.	"		222.75
"	"	3		Stanton St., from S. Clinton Ave. to Broad St.	"		20.25
"	"	205	2/3	W. State St., from Prospect St. to Overbrook Ave. (where Atlas Joints were not used	"		1,388.25
		2,042	2/3				$13,637.00

Joints welded by Lorain Steel Company—a/c Mercer County Traction Company tracks.

Year	Voucher No.	Number of Joints			Cost per Joint	
1912	3297	85		Hamilton Ave., from Chambers St. to Olden Ave.	$6.75	$573.75

"	"	99	Olden Ave., from Hamilton Ave. to E. State St.	"		668.25
"	3297-3725	54	Pennington Ave., from Prospect St. to Scotch Road	"	$364.50	
"	3725	21	Pennington Ave., from Prospect St. to Scotch Road	5.75	120.75	485.25
		259				$1,727.25

SUMMARY

Trenton Street Railway Co.....	2,042 2/3	Joints	$13,637.00
Mercer County Traction Co.....	259	"	1,727.25
Total			$15,364.25

Nov. 4th, 1915.

EXHIBIT C2.

12 Months Ending 12/31/14

This year	Last year	Increase or Decrease	Acct. No.	Earnings
				I. Revenue Transportation
760,413.	755,439.01	4,973.99	1	Passenger Revenue
			2	Baggage Revenue
1,795.50	776.	1,019.50	3	Parlor, Chair and Special Car Revenue
972.01	987.93	#15.92	4	Mail Revenue
			5	Express Revenue # Indicates decreases
			6	Milk Revenue
840.99		840.99	7	Freight Revenue
			8	Switching Revenue
119.80	166.67	#46.87	9	Miscellaneous Transportation Revenue
764,141.30	757369.61	6,771.69		Total Revenue from Transportation

				II. Revenue Non-Transp'tion
	4,675.02	4,550.04	124.98	10 Station and Car Privileges
				11 Parcel Room Receipts
				12 Storage
				13 Car Service
				14 Telegraph and Telephone Service
				15 Rents of Tracks and Terminals
				16 Rents of Equipment
	124.50	124.50		17 Rents of Buildings and Other Property
	5,616.	6,461.84	#845.84	18 Power
				19 Miscellaneous
	10,415.52	11,136.38	#720.86	Total Revenue Non-Transportation
	774,556.82	768,505.99	6050.83	Gross Earnings from Operation
				Operating Expenses
	53,989.92	35,609.22	18,380.70	Maintenance—Way and Structures
	33,542.64	30,146.01	3,396.63	Maintenance—Equipment
	1,261.19	265.30	995.89	Traffic Expenses
	71,492.62	69,281.72	2,210.90	Transportation—Power
	219,580.88	208073.71	11,507.17	Transportation—Car Service
	66,959.12	65450.01	1,509.11	General and Miscellaneous Expenses

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40	30	20	10
446,826.37	408825.97	38,000.40	Total Operating Expenses
50,863.58	47673.55	3,190.03	Taxes Assignable to Operating Revenues
276866.87	312006.47	#35,139.60	Net Earnings from Operation
			III. Revenue Non-Operating
475.00	330.00	145.00	Miscellaneous Rent Revenues
662.04	1,502.50	#840.46	Interest from Investments
764.60	698.58	66.02	Interest from Other Sources
90.		90.	Misc. Revenues
1,991.64	2,531.08	#539.44	Total Revenue Non-Operating
107.96	137.14	#29.18	Taxes Assignable to Non-Oper'g Reven's
1,883.68	2,393.94	#510.26	Net Revenue Non-Operating
278,750.55	314400.41	#35649.86	
			Net Earnings
			Deductions from Income
2,856.52	2,064.25	792.27	Interest on Funded Debt
92,041.67	87,041.66	5000.01	Rent for Lease of Other R'd & Equipm't
189,172.69	186,054.50	3118.19	Interest on Bonds—Lessor Companies
1,000.00	1,050.	#50.00	Interest on Mortgag's—Lessor Compan's

1,509.86	1,105.00	404.86	Amortization of Debt Disco't & Expense
250.	335.	#85.00	Expenses Elsewhere Unprovided for
1,618.03	490.29	1127.74	Other Int. Deductions
288,448.77	278140.70	10,308.07	Total Deductions
#9,698.22	36259.71	#45,957.93	Surplus
57.7	52.9	4.81	Operating Percentage Excluding taxes
61.7	59.4	2.3	Operating Percentage Including taxes

OPERATING EXPENSES

This year	Last year	Increase or Decrease	Acct. No.	Maintenance
				I—Way and Structures
3,189.46	4,066.31	#876.85	401	Superintendence of Way and Structures
35.54	4.65	30.89	402	Ballast
3,358.57	2,166.13	1192.44	403	Ties
2,692.57	34.59	2657.98	404	Rails
1,059.50	282.74	776.76	405	Rail Fastening and Joints

40	30	20	10	
3,182.02	298.91	2883.11	406	Special Work
			407	Underground Construction
7,659.34	6,654.88	1004.46	408	Roadway and Track Labor
6,280.13	6,845.97	#565.84	409	Paving
329.46	838.38	#508.92	410	Miscellaneous Roadway and Track Expense
2,369.79	2,088.88	280.91	411	Clearing and Sanding Track
13,390.30	105.89	13284.41	412	Removal Snow, Ice and Sand
			413	Tunnels
			414	Elevated Structures and Foundations
111.84	19.22	92.62	415	Bridges, Trestles and Culverts
94.50	61.96	32.54	416	Crossings, Fences, Cattle Guards and Signs
392.88	339.09	53.79	417	Signal and Interlocking Systems
			418	Telephone and Telegraph Systems
83.	27.60	55.40	419	Other Miscellaneous Way Expenses
2,547.77	2834.55	#286.78	420	Poles and Fixtures
			421	Underground Conduits
			422	Transmission System
5,388.34	5480.98	#92.64	423	Distribution System
851.65	896.48	#44.83	424	Miscellaneous Electric Line Expenses
924.53	2266.28	#1341.75	425	Buildings and Structures
48.73	295.73	#247.00	426	Depreciation of Way and Structures

			427	Other Operations Dr
			428	Other Operations Cr.
53,989.92	35,609.22	18380.70		Total
				II—Equipment
1,417.31	1,605.35	#188.04	429	Superintendence of Equipment
9,760.29	5,121.12	4639.17	430	Power Plant Equipment
			431	Sub-Station Equipment
12,172.43	11,607.61	564.82	432	Passenger and Combination Cars
			433	Freight, Express and Mail Cars
			434	Locomotives
577.71	252.05	325.66	435	Service Cars
7941.70	9,761.60	#1819.90	436	Electric Equipment of Cars
			437	Electric Equipment of Locomotives
369.27	152.36	216.91	438	Shop Machinery and Tools
1,127.73	1155.91	#28.18	439	Shop Expenses
118.73	194.27	#75.54	440	Repairs of Vehicles
			441	Other Misc. Equipment Expenses
57.47	295.74	#238.27	442	Depreciation of Equipment
			443	Other Operations Dr.
			444	Other Operations Cr.
33,542.64	30,146.01	3,396.63		Total

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OPERATING EXPENSES (Continued)

This year	Last year	Increase or Decrease	Acct. No.	
				III—Traffic
1,261.19	265.30	995.89	445	Superintendence and Solicitation
			446	Advertising
			447	Miscellaneous Traffic Expenses
1,261.19	265.30	995.89		Total
				IV—Conducting Trans.
7,886.71	7,062.08	824.63	448	Superintendence of Transportation
7,886.71	7,062.08	824.63		Total

				Power
15,774.47	14,782.61	991.86	449	Power Plant Employees
			450	Sub-Station Employees
51,447.83	50,944.45	503.38	451	Fuel for Power
1,570.92	1,363.44	207.48	452	Water for Power
873.44	509.67	363.77	453	Lubricants for Power
913.46	666.55	246.91	454	Misc. Power Plant Supplies and Expenses
			455	Sub-Station Supplies and Expenses
			456	Power Purchased
			457	Power Exchanged—Balance
			458	Other Operations Dr.
			459	Other Operations Cr.
70,580.12	68,266.72	2,313.40		Total
				Operation of Cars
198465.88	189093.92	9371.96	460	Passenger Conductors, Motormen and Trainmen
481.53		481.53	461	Freight and Express Conductors, Motormen and Trainmen

462	Miscellaneous Car Service Employees	319.95	489.86	809.81
463	Miscellaneous Car Service Expenses	#340.60	4621.71	4281.11
464	Station Employees	#332.90	343.30	10.40
465	Station Expenses	#5.49	7.24	1.75
466	Car House Employees	791.06	6856.69	7647.75
467	Car House Expenses	228.31	410.46	638.77
468	Operation of Signal and Interlocking Systems			
469	Operation of Telephone and Telegraph Systems			
470	Express and Freight Collections and Delivery			
471	Loss and Damage			
472	Other Transportation Expenses	66.22	203.45	269.67
	Total	10,580.04	202,026.63	212,606.67

OPERATING EXPENSES (Concluded)

This year	Last year	Increase or Decrease	Acct. No.	
				V—General and Miscell.
31,923.22	32,067.09	#143.87	473	Salaries and Expenses of General Officers
6,317.68	5,603.05	714.63	474	Salaries and Expenses of General Office Clerks
1,855.04	1,913.38	#58.34	475	General Office Supplies and Expenses
1,241.66	1,237.	4.66	476	Law Expenses
			477	Relief Department Expenses
			478	Pensions
294.42	63.87	230.55	479a	Miscel. General Expense Adjust.
1,018.50	999.79	18.71	479b	Other Miscel. Gen. Expenses
			480	Other Operations Dr.
			481	Other Operations Cr.
42,650.52	41,884.18	766.34		Total
				Undistributed Accounts
15,491.12	15370.11	121.01	482	Injuries and Damages

40	30		20	10
4,272.32	4222.25	50.07	483	Insurance
1,072.10	830.04	242.06	484	Stationery and Printing
1,740.67	1226.54	514.13	485	Store Expenses
1,732.39	1916.89	#184.50	486	Stable Expenses
			487	Rent of Tracks and Terminals
			488	Rent of Equipment
24,308.60	23565.83	742.77		Total
				Per Car Mile
.017	.011	.006		Maintenance—Way and Structures
.010	.009	.001		Maintenance—Equipment
.000	.000	.000		Traffic Expense
.022	.021	.001		Transportation—Power
.069	.064	.005		Transportation—Car Service
.021	.020	.001		General Expenses
.139	.125	.014		Total Operating Expenses
				Per Car Hour
.146	.096	.050		Maintenance—Way and Equipment
.091	.081	.010		Maintenance—Equipment

.003	.001	.002	Traffic Expense
.194	.187	.007	Transportation—Power
.596	.561	.035	Transportation—Car Service
.182	.177	.005	General Expenses
1.212	1.103	.109	Total Operating Expenses
17,610,510.	17480717	129793.	Revenue Passengers Carried
			Total Passengers Carried
9,087.150.	9287530.	#200380.	K. W. H. Delivered to Railway Feeders
			K. W. Maximum Peak
3207212.12	3264451.15	#57239.03	Car Miles
368664.	370671.	#2007.	Car Hours
20481 6/18	20592 14/18	#111 8/18	Number of Cars Operated
70.72	70.72		Miles Single Track

CONSTRUCTION

Trenton & Mercer County Traction Corporation
Railway Department

Acct. No.		Year 1914 Months to Date
	I—Road	
101	Engineering and Superintendence	117.09
102	Right of Way	
103	Other Land Used in Electric Railway Operations	
104	Grading	
105	Ballast	
106	Ties	148.74
107	Rails, Rail Fastenings and Joints	1,758.31
108	Special Work	1,709.72
109	Underground Construction	58.88
110	Paving	
111	Track Laying and Surfacing	21,498.78
112	Roadway Tools	1,609.15
113	Tunnels	530.83

Acct. No.		Year 1914 Months to Date
127	Shops and Carhouses	5,465.23
128	Stations, Waiting Rooms and Miscellaneous Buildings	300.64
129	Docks and Wharves	
130	Power Plant Equipment	233.08
131	Sub-Station Equipment	
132	Shop Equipment	351.81
133	Park and Resort Property	
	II—Equipment	
135	Cars	43,822.38
136	Locomotives	
137	Electric Equipment of Cars	15,162.18
138	Other Rail Equipment	366.40
139	Miscellaneous Equipment	

114	**Elevated Structures and Foundations**				
115	Bridges, Trestles and Culverts	1.44		*III—General Expenditures*	
116	Crossings, Fences, Cattle Guards and Signs	18.76	140	Law Expenses	
			141	Interest	
117	Interlocking and Other Signal Apparatus		142	Injuries and Damages	
118	Telegraph and Telephone Lines		143	Taxes	
119	Poles and Fixtures	66.55	144	Miscellaneous	
120	Underground Conduits				
121	Transmission System			*IV—Intangible Fixed Capital*	
122	Distribution System	1,007.54	145	Organization	
123	Dams, Canals and Pipe Lines		146	Franchises	
124	Power Plant Buildings	144.33	147	Patent Rights	
125	Sub-Station Buildings		148	Other Intangible Street Railway Capital	
126	General Office Buildings	75.50		*Total Railway Department*	94,447.34

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EXHIBIT O2.

John A. Rigg, President.
P. E. Hurley, General Manager.
T. W. Grookett, Jr., Sec. & Treas.
Trenton Street Railway Co.

Trenton, N. J., May 25, 1910.

Board of Tax Assessors,
Trenton, N. J.

Gentlemen,—We have received a Personal Property Tax Return blank, and would say that the only change in our personal property is at the Power Station where we have put in two new boilers and taken out four old ones. We have also put in four stokers at the station on these boilers. We have also abandoned the storage battery plant entirely and it is for sale for junk. This I think was valued—building and all—at $13500.00, if I remember right, which a great deal more than overbalances the new work at the station, so I don't think you have any cause to change our assessment this year, unless you should lower the assessment on our track and overhead system. As you know, the papers in the last six months have rated these very low.

Yours very truly,

P. E. Hurley,
Gen'l. Mgr.

EXHIBIT O3.

Trenton and Mercer County Traction Corporation
Fischer Building, 103 East State Street
Trenton, N. J. June 26, 1911.

Mr. Robert L. Volk,
Clerk Board of Tax Assessors,
Trenton, N. J.

Dear Sir,—I am returning sheets showing personal property of the companies now controlled by the Trenton and Mercer County Traction Corporation on which taxes were levied for the year 1910. Since the enclosed statement was made, this Company has acquired ten new cars, having a present value of about $40,000., and has replaced two old 250 h.p. boilers with one 800 h.p. boiler, having an increased valuation of about $1,000. On the other hand, there has been a natural deterioration to rolling stock, car barns, power house, machinery and track, probably amounting to five per cent (5%). I think it would be a fair arrangement to consider the value assessed last year as having been maintained and that taxes should be levied on the same amount for the current year.

Yours very truly,
Rankin Johnson
Vice President.

EXHIBIT O4.

Trenton and Mercer County Traction Corporation
American Mechanics' Building, 137 East State Street
Trenton, N. J. June 27, 1912.

Mr. Robert L. Volk,
Clerk Board of Tax Assessors,
Trenton, N. J.

Dear Sir,—Answering your letter of the 31st ultimo., I am enclosing copy of my letter to you dated June 26th, 1911, in which you will note that I stated that ten new cars had been added, having a value, at that time, of approximately $40,000., and that one new 800 h.p. boiler had replaced two old 250 h.p. boilers with an increased valuation of about $1,000.00, but that against such increases an allowance for the deterioration of the rolling stock, car barns, power house, machinery and track, amounting to approximately five per cent (5%), should be made, and I suggested that a fair arrangement would probably be to consider the valuation of 1911 as the same as that of 1910. The assessed valuation on which taxes were levied in 1910 amounted to $483,025.00. I note that in 1911 this was increased by $25,400, making a total assessed valuation for 1911 of $508,425.00. Since June 1911 and up to May 20th, 1912, we have added .63 of a mile of track on Hamilton Avenue; ten (10) new cars, having a present value of approximately $40,000.; a new turbo-generator at the power house, having a value of about $20,000. The car barn which we are constructing at the corner of Lalor and Davies Streets was not completed on May 20th, nor has it yet finally been taken over by the Company. The building at Princeton Avenue and Morgan Street, whose assessed value, I note, you have increased by $1,100.00, making its present assessed value $5,100.00, was simply repaired to that extent and, so, such an increase should not have been made. I trust that the Board will consider natural

deterioration of property, as well as additions, in making assessments.

Trusting that this will answer your inquiry, I remain,

Yours very truly,
Rankin Johnson
Vice President.

EXHIBIT O5.

Trenton and Mercer County Traction Corporation
American Mechanic Building, 137 East State Street
Trenton, N. J., June 19th, 1913.

Mr. Robert L. Volk, Clerk,
Board of Tax Assessors,
Trenton, N. J.

Dear Sir:

In accordance with our recent conversation I am writing you as to additions to property made since my last letter to you of June 27th, 1912.

On June 26th, 1911 I reported additions to the value of $41,000.00 and called your attention to depreciation. I note that in that year your assessment was increased by $25,400.00.

In my letter of June 27th, 1912, I advise that additions to the value of $60,000.00, plus .63 of a mile of track had been made and again called your attention to depreciation to property. I note that during the year 1912 you added $57,300 to the assessment on the property.

During the year ending May 20th, 1913, additions having approximately the following values have been made.

New Carbarn	$25,000.00
Ten New Cars	40,000.00
Addition to Power House	10,000.00
New Machinery	50,000.00
New Feeder Lines	8,000.00
Total	$132,000.00

I trust that in making assessment on property you will take into account depreciation.

Very truly yours,
Trenton and Mercer County Traction Corporation.
Rankin Johnson
President.

EXHIBIT O6.

Trenton and Mercer County Traction Corporation
American Mechanic Building, 137 East State Street
Trenton, N. J.

6-18-14.

Mr. M. F. McDade, Clerk,
Office of the Com. of Assessment of Taxes,
City Hall, Trenton, N. J.

Dear Sir:—

It has been customary for us to write you a letter at about this time, advising you of the value of additions made to this property during the year ending May 20th last. We find that such previous letters were written on June 26, 1911, June 27, 1912, and June 19, 1913. During the year ending May 30, 1913, our assessment was based on a valuation of $659,-725.00. For that year, I reported additions to the value of $132,000.00.

During the year ending May 20, 1914, additions were made to the extent of $525.67 for cement sidewalks and $1860.87 for brick pavement on Davies Street. An addition of a brick sand room, paint mixing room and oil storage room at the Car House Plant was made at a cost of $1000. and the old brick

boiler house at the Car House Plant was replaced by a new one at a new location at a value of $3,000.

Very truly yours,
Trenton and Mercer County Traction Corporation.
Rankin Johnson
President.

RJ H

EXHIBIT O7.

Trenton and Mercer County Traction Corporation
American Mechanic Building, 137 East State Street
Trenton, N. J.
June 30th, 1915.

Mr. M. F. McDade, Clerk,
Office of the Com. of Assessment of Taxes,
City Hall, Trenton, New Jersey.

My dear Mr. McDade:—

As has been customary at about this date in the past, we are writing you to advise the value of additions made to this property during the year ending May 20th last. We find that such letters were written on

June 26th, 1911,
" 27th, 1912,
" 19th, 1913,
" 18th, 1914.

During the year ending May 20th, 1914, our assessment was based on valuation of $668,325.00.

For the year ending May 20th, 1915, due to the extreme depression in business, we were unable to do more than make certain replacements, our plans for additions having been necessarily postponed. We did, however, purchase ten (10) additional new cars having a present value of approximately forty thousand ($40,000.00) dollars.

We trust that in considering any addition to our

assessment you will also take in account the yearly depreciation.

Yours very truly,
Trenton and Mercer County Traction Corporation.
Rankin Johnson
President.

EXHIBIT O-10 Iden. J. C. B.'s Copy.
From Mr. Rand Monday, Nov. 8/15
Statement of Abram Swan

Street	From	To	Length	Kind of Paving	Est. Unit Price Per Sq. Yd.	Kind of Rail	Ballast	Date Track Was Laid	Date Pavement Was Laid	Distance Outside to Outside of Tracks	Remarks
Centre Street	Broad	Ferry	650′ D	Belg. Block	$2.50	7″ Groove	4″	1913	1913	15′ + 2	
Centre Street	Ferry	Lalor	5480′ D	Belg. Block	2.50	9″ 90lb	None	1896	1896	15′ + 2	
Perry Street	Broad	Warren	280′ S	(Asphalt	2.14½	7″ Groove	None	1903	1903	15′ + 6	
				(Gr. Bl. Strgr.	2.50						
Perry Street	Broad	Canal Bridge	1570′ D	Granite Block	2.50	7″ Groove	4″	1914 (1904)	1914	15′ + 4	
Perry Street	Canal Bridge	N. Clinton	1680′ D	(Asphalt	2.17						
				(G. B. Strnger	2.50	9″ 90lb	4″	1906 (1912)	1906	15′ + 4	
N. Clinton	Perry Street	Bel. Div. PRR	690′ D	Belg. Block	2.50	7″ Groove	4″	1913	1913	14.5′ + 4	
N. Clinton	Bel. Div. PRR	Mulberry	3900′ D	Vit. Brick	1.96	7″ 85lb	3″	1906 (1903)	1906	15′ + 4	
Mulberry St.	N. Clinton	PRR tracks	1920′ S	Belg. Block	2.10	9″ 90lb	None	abt. 1900 (1896)	1904	5′ 7″ + 2	
Hamilton Ave.	Clinton	Chambers	3240′ D	(Asphalt	1.70	7″ Groove	3″	1911	1911	15′ + 4	
				(B. B. Stringer	2.50						
Hamilton Ave.	Chambers	Olden	2980′ S	(Asphalt	1.89	7″ 85lb	None	1903	1913	5′ 7″ + 2	
				(& Stringer	2.50						
Olden Avenue	Hamilton	E. State St.	3130′ S	(Bit. Concrete	1.55	7″ 85lb	None	1910	1910	5′ 7″ + 2	
				(Block Strnger	2.50						
Prospect St.	State	Rutherford	1680′ D	Vit. Brick	2.11	90lb Groove	3″	1903 (1904)	1903	15′ + 2	
Prospect St.	Rutherford	Stuyvesant	330′ D	Bel. Block	3.00	9″ 90lb	3″	1903 (1904)	1903	15′ + 2	
Stuyvesant Ave.	Prospect	Whittlesey Rd.	(5363′ D	Belg. Block	3.00	9″ 90lb	3″	(1904) 1903	1903	15′ + 2	
			(288′ S					(1904)			
Stuyvesant Ave.	Whittlesey Rd.	Priv. R. of Way	2920′ S	Cobble		9″ 90lb	3″	1905	1905	5′ 7″ + 2	
Priv. Rt. of Way thru Pk. Pl. L. Co.	Stuyvesant	Sullivan Way	2700′ S	None		60lb Tee	None	1905		5′ 7″	
Sullivan Way	Right of Way	City Line	3100′ S	Bel. Block	2.50	9″ 90lb	None	1905	1905	5′ 7″	
Market Street	Broad St.	Union St.	625′ S	Gran. Block	1.58	9″ 90lb	None	1901	1914	5′ 7″ + 6	Old block reclipped
Market Street	Union	Warren	500′ S	(Bit. Concrete	1.26	9″ 90lb	None	1901	1914	5′ 7″ + 2	
				(B. B. Stringer	2.50						
S. Warren	Market	Bridge	1050′ S	(Bit. Con.	1.60	9″ 90lb	None	1901	1910	5′ 7″ + 6	
				(B. B. Stringer	2.50						
Bridge Street	Warren	Fair St.	300′ S	Cobble		9″ 90lb	None	1901		5′ 7″ + 2	
Fall Street	Warren	Fair St.	300′ S	Cobble		9″ 90lb	None	1901		5′ 7″ + 2	
Fair Street	Fall	Bridge St.	450′ S	Cobble		9″ 90lb	None	1901		5′ 7″ + 2	
Lalor Street	Center	Car Barn	600′ S	Cobble		9″ 90lb	None	1895		5′ 7″ + 2	
										5′ 7″ + 2	
W. State St.	Asylum Bridge	Parkside	(400′ S	Bel. Block	2.50	9″ 90lb	4″	(1906)	(1906)	15′ + 2	
			(2600′ D								
W. State St.	Parkside	Overbrook	1700′ D	Cobble		9″ 90lb	None	(1906)	(1906)	15′	
W. State St.	Overbrook	Prospect	2470′ D	Vit. Brick	1.57	9″ 90lb	None	(1894)	(1894)	15′ + 2	
W. State St.	Prospect	Calhoun	1712′ D	Gran. Block	3.15	7″ Groove	4″	1915	1915	15′ + 4	
W. State St.	Calhoun	Willow	1616′ D	(Vit. Brick	2.25	9″ 90lb	None	1895	1913	15′ + 4	
				(G. B. Strngr	2.50						
W. State St.	Willow	Broad	1017′ D	(Asphalt	1.68	9″ 90lb	4″	1902	1902	14.5′ + 4	
				(G. B. Strngr	2.50						
E. State St.	Broad	Canal Bridge	1720′ D	(Asphalt	1.98	7″ Groove	4″	1912	1912	14.5′ + 4	
				(G. B. Strngr	2.50			(1911)			
E. State St.	Canal	Clinton Ave.	750′ D	Bel. Block	2.75	7″ Groove	4″	1910	1910	14.5′ + 4	
E. State St.	Clinton Av.	Monmouth	1514′ D	(Asphalt	2.06						
				(G. B. Stringer	2.50	9″ 90lb	3″	1904	1904	15′ + 2	1 row strngr block inside rail
E. State St.	Monmouth	City Line	4545′ D	(Asphalt	1.57			(1905)			
				(G. B. Strngr	2.50	9″ 90lb	4″	1908	1908	15′ + 2	
S. Clinton Ave.	State	PRR Bridge	1174′ D	Gran. Block	2.75	7″ Groove	4″	1910	1910	15′ + 4	
S. Clinton Ave.	PRR Bridge	Greenwood	360′ D	Gran. Block	2.50	7″ Groove	4″	1912	1912	14.5′ + 4	
S. Clinton Ave.	Greenwood	Elmer	1851′ D	Gran. Block	2.50	9″ 90lb	3″	1908	1908	14.5′ + 4	Old rail about 20 years old.
S. Clinton Ave.	Elmer	Dye	840′ D	Gran. Block	2.50	9″ 90lb	None	1895	1895	14.5′ + 2	
S. Clinton Ave.	Dye	Liberty	3418′ D	Vit. Br. on Con.	1.96	See remarks	None	1903	1903	15′ + 2	1 track 7″ old rail—85lb)
											1 track 9″ old rail—90lb) about 20
S. Clinton Ave.	Liberty	Stanton	800′ D	Gran. Block	3.75	See remarks	4″	Now building		15′ + 2	1 track 7″ old rail—85lb) yrs. old
											1 track 9″ old rail—90lb)
Stanton	Clinton	Broad	550′ D	Gran. Block	2.50	9″ 90lb	None	1905	1905	15′ + 2	
								(1899)			
N. Warren	State	Battle Mon.	1850′ D	(Asphalt	1.45	9″ 90lb	None	1898	1903	14.5′ + 4	No concrete binder. Pavement old
				(G. B. Stringer	2.50						Gr. Bl. used for foundation.
Pennington Ave.	Battle Mon.	Frazer St.	2100′ S	Vit. Brick	1.67	9″ 90lb	None	(1896)	1898	5′ 7″ + 2	
Pennington Ave.	Frazer	Prospect	1830′ S	Cobble		9″ 90lb	None	(1896)	(1896)	5′ 7″ + 2	
Pennington Ave.	Prospect	City Line—Pkwy Ave.	2140′ S	Cobble		7″ 85lb	None	1902	(1902)	5′ 7″ + 2	
Princeton Ave.	Pennington Av	Paul Ave.	3870′ S	Granite	3.00	9″ 90lb	4″	1910	1910	5′ 7″ + 2	
Paul Avenue	Brunswick Av.	Princeton Av.	1080′ S	Granite	3.50	9″ 90lb	4″	1914 (1899)	1914	5′ 7″ + 2	Old rail used, age now abt. 14 yrs
Brunswick Av.	Paul	Mulberry	3890′ S	Belg. Block	1.68	9″ 90lb	None	1901	1904	5′ 7″ + 6	
N. Broad St.	Perry	State	905′ D	Gran. Block	3.00	7″ Groove	4″	1914	1914	15′ + 4	New track
S. Broad St.	State	Livingston	1200′ D	Gran. Block	3.00	7″ Groove	4″	1912 (1911)	1912	15′ + 4	
S. Broad St.	Livingston	Greenwood	1320′ D	Gran. Block	3.00	7″ Groove	4″	1913	1913	15′ + 4	
S. Broad St.	Greenwood	Canal or 3d St	2030′ D	Gran. Block	3.00	7″ Groove	4″	1911	1911	15′ + 4	
S. Broad St.	Canal Bridge	Hudson Street	1200′ D	(Sheet Asphalt	2.17	9″ 90lb	4″	1906	1906	15′ + 2	No new rail used 1893
				(Str. Bl.	2.50						
S. Broad St.	Hudson	Liberty	2960′ D	Gran. Block	3.75	7″ Groove	4″	1914	1914	15′ + 2	
S. Broad St.	Liberty	City Line	2400′ D	Cobble		9″ 90lb	None	1895 abt.	1895	15′ + 2	

EXHIBIT O-37.

Brackenridge,
Nov. 15, 1915

Summary Sheet of Estimate Giving Cost to Reproduce New, Depreciation and Present Value, of the Property Operated by the Trenton Traction Co., of November 9, 1915.
Contractor's profits have been included in all items.

Item	Annual % Deprec.	Reproduction Cost	Annual Depreciation	Accrued Depreciation	Present Value
Tracks Outside City	√3%	324,616.39	9,738.49	109,440.76	215,175.63
Tracks in City	√4%	370,910.80	14,836.43	160,588.64	210,322.16
Overhead Line and Feeders	√4%	307,100.30	12,284.01	82,549.90	224,550.40
Special Work	√10%	70,662.00	7,066.20	35,331.00	35,337.00
Paving	√5%	358,845.02	17,942.25	141,358.17	217,486.85
Power Plant	√4%	265,500.00	10,620.00	31,860.00	233,640.00
Car Barns & Contents	√2%	155,900.00	3,118.00	23,385.00	132,515.00

Cars and otherRolling Stock√ 5%	400,000.00	20,000.00	140,000.00	260,000.00
Real Estate, Assessed Value√	110,025.00			110,025.00
Signal System √	1,052.75			1,052.75
	2,364,612.26	95,605.01	720,884.83	1,643,727.43
Contingencies, including, Engineering, Superintendence, Omissions, Administration, Management, Insurance, Incidentals & Builders Risk 15%	354,691.84		108,132.73	246,559.11
	2,719,304.10	95,605.01	829,017.56	1,890,286.54

Depreciation on Overhead figured with copper wire out.

EXHIBIT O38.

Trenton Street Railway Company

Trenton Passenger Railway Co Consolidation Sept. 30, 1891

Name of Co Consolidated	Stock issued	Amount of stock recd in consolidation	Expansion of capital
1 Trenton Horse RR Co	$36,100	$144,400	$108,300
2 City Railway Co	90,000	1,325,600	1,235,600
3 Hamilton Township St Ry Co	20,000	20,000	
4 South Clinton Av & Broad St	20,000	10,000	
	$156,100	$1,500,000	$1,343,900

Under the Consolidation Agreement, the Trenton Passenger Railway Co assumed the liability of bonds of the following companies:

1 Trenton Horse Railroad Co	$100,000
2 City Railway Co	90,000
	$190,000

The Trenton Passenger Railway Co issued $1,000,000 6 p. c. first mortgage bonds and there were $721,000 outstanding in 1894. By the provisions of Mortgage Deed, $10,000 is to be passed to Sinking Fund in 1906 and thereafter to 1916; in 1916 and thereafter to 1926, $15,000; and thereafter $20,000 annually to 1931, which is the date of maturity.

The capital stock authorized and issued amounted to $1,500,000.

Trenton Street Railway Company Consolidation June 28, 1898

			Amount of Bonds Recd	
1 Trenton Passenger Ry Co	$1,500,000	$990,000	$540,000	$30,000
2 Pennington Av Railway Co	5,100		6,000	900
3 Mulberry St Railway Co	5,100		6,000	900
4 Ewing Passenger Railway Co	5,100	10,000		4,900
	$1,515,000	$1,000,000	$552,000	$36,700

The Trenton Street Railway Co issued $2,000,000 first mortgage 6 p. c. gold bonds due $10,000 yearly Sept 30, 1911 to 1915; $15,000 yearly Sept 30, 1915 to 1925; $20,000 yearly Sept 30, 1926 to 1930; and $650,000 due Sept 30, 1931. These bonds were dated 1898. They were issued to refund the old bonds of the following companies, namely

$1,000,000 of Trenton Passenger Railway Co bonds, $6,000 each were given to the Pennington Av and Mulberry St Railway Companies, and $540,000 to the Trenton Passenger Railway Co in exchange for their stock under the consolidation agreement, leaving a balance of $448,000 for extension work.

Trenton Street Railway Company

The Trenton St Ry Co owns $128,000 of 5 p. c. first mortgage bonds of the Mercer County Traction Co as of 1912. In 1905 the amount of bonds owned by the Trenton St Ry Co was $163,000.

The Trenton St Ry Co also owns all of the stock of the Mercer County Traction Co, practically the entire stock of the Trenton, Pennington and Hopewell Ry Co since 1903, and all of the stock of the Trenton, Hamilton and Ewing St Ry Co since 1906.

The Mercer County Traction Co funded debt consisted in 1904 of $276,000 first mortgage 5 p. c. gold bonds outstanding—authorized $300,000.

Trenton and Mercer Traction Corp.

On Oct. 15, 1910 the Trenton and Mercer Traction

New Jersey State Library

Corporation leased from the United Power and Transportation Co. which owns 19,963 shares of the Trenton St Ry Co, the Trenton St Ry Co; Mercer County Traction Co; Trenton, Pennington and Hopewell St Ry; and the Trenton Hamilton Traction Co, at an annual total rental of $80,000 for the first year, $82,500 for the second, $85,000 for the third and then increasing $5,000 per annum until $150,000 per annum is reached in the 16th year, which is to be the maximum annual rental.

Summary

Trenton Street Railway Co		
Stock outstanding		$1,000,000
Bonds	"	2,000,000
Subsidiary Companies		
Stock	"	550,000
Bonds	"	1,000,000
		$4,550,000

Total

Records in case and published statements of companies showing the *amount of inflation or expansion to be*:—

Stocks of subsidiary companies issued with Bonds	$550,000	
First Inflation (First Consolidation)	1,343,900	
Second Inflation (Second Consolidation)	36,700	
Bonds of Mercer County Traction Co owned	128,000	
Total Inflation		2,058,600
Value 1910 upon which total capitalization appears to have been issued		$2,491,400

EXHIBIT O.—39A.

Statement Showing Material & Labor Used and Where, in the Construction of the Trenton & Mercer Co. Traction Corporation Cost of Same, together with Cost to Reproduce New, as of This Date and Present Value of Property, as It Exists Nov. 9th, 1915.

Street	From	To	Length	Kind of Paving	Est. Unit Price Per Sq. Yd.	Kind of Rail	Ballast	Date Track Was Laid	Date Pavement Was Laid	Distance Outside to Outside of Tracks	Remarks	Track: Material and Depreciation Labor	Track: Present Value	Paving: Material and Depreciation Labor	Paving: Present Value
Centre Street	Broad	Ferry	650′	Belg. Block	$2.50	7″ Groove	4″	1913	1913	15′ + 2		$ 3,835.00	$ 306.80	$ 3,528.20	$ 3,070.00 $ 307.00 $ 2,763.00
Centre Street	Ferry	Lalor	5480′	Belg. Block	2.50	9″ 90lb	None	1896	1896	15′ + 2		20,604.80	18,236.64	2,368.16	25,877.50 24,583.62 1,293.88
Perry Street	Broad	Warren	280′	(Asphalt	2.14½	7″ Groove	None	1903	1903	15′ + 6		571.20	274.18	297.02	(1,201.20 720.72 480.48)
				(Gr. Bl. Strgr.	2.50										(232.50 139.50 93.00)
Perry Street	Broad	Canal Bridge	1570′	Granite Block	2.50	7″ Groove	4″	1914	1914	15′ + 4		9,263.00	370.52	8,892.48	(8,285.00 414.25 7,870.75)
												7,156.80	2,576.45	4,580.35	(3,266.59 1,469.97 1,796.62)
Perry Street	Canal Bridge	N. Clinton	1680′	(Asphalt	2.17										(2,800.00 1,260.00 1,540.00)
				(G. B. Strnger	2.50	9″ 90lb	4″	1906	1906	15′ + 4		4,071.00	325.68	3,745.32	3,545.75 354.58 3,191.17
												16,146.00	5,812.56	10,333.44	16,136.68 7,261.51 8,875.17
N. Clinton	Perry Street	Bel. Div. PRR	690′	Belg. Block	2.50	7″ Groove	4″	1913	1913	14.5′ + 4		7,219.20	6,399.55	819.65	3,397.17 1,868.44 1,528.73
N. Clinton	Bel. Div. PRR	Mulberry	3900′	Vit. Brick	1.96	7″ 85lb	3″	1906	1906	15′ + 4		14,839.20	2,374.27	12,464.93	(7,950.00 1,591.20 6,364.80)
															(5,400.00 1,080.00 4,320.00)
Mulberry St.	N. Clinton	PRR tracks	1920′	Belg. Block	2.10	9″ 90lb	None		1904	5′ 7″ + 2		5,423.60	2,603.33	2,820.27	(2,868.04 286.80 2,581.24)
															(2,482.50 248.25 2,234.25)
Hamilton Ave.	Clinton	Chambers	3240′	(Asphalt	1.70	7″ Groove	3″	1911	1911	15′ + 4		5,696.00	1,139.20	4,556.80	(2,470.53 617.63 1,852.90)
				(B. B. Stringer	2.50										(2,607.50 651.88 1,955.62)
Hamilton Ave.	Chambers	Olden	2980′	(Asphalt	1.89	7″ 85lb	None	1903	1913	5′ 7″ + 2		7,156.80	3,435.26	3,721.54	6,695.03 4,017.02 2,678.01
				(& Stringer	2.50							1,405.80	674.78	731.02	1,869.00 1,121.40 747.60
Olden Avenue	Hamilton	E. State St.	3130′	(Bit. Concrete	1.55	7″ 85lb	None	1910	1910	5′ 7″ + 2		(22,846.38	10,966.26	11,880.12	(30,390.00 18,234.00 12,156.00)
				(Block Strnger	2.50							(613.44	294.45	318.99	(1,632.00 979.20 652.80)
Prospect St.	State	Rutherford	1680′	Vit. Brick	2.11	90lb Groove	3″	1903	1903	15′ + 2		6,219.60	2,487.84	3,731.76	492.00 246.00 246.00
Prospect St.	Rutherford	Stuyvesant	330′	Bel. Block	3.00	9″ 90lb	3″	1903	1903	15′ + 2		3,240.00	972.00	2,268.00	None None None
												5,828.00	2,331.20	3,496.80	6,529.80 3,264.90 3,264.90
Stuyvesant Ave.	Prospect	Whittlesey Rd.	(5363′ D	Belg. Block	3.00	9″ 90lb	3″	1903	1903	15′ + 2		1,175.00	658.00	517.00	1,270.90 63.55 1,207.35
			(288′ S									940.00	526.40	413.60	(320.81 16.04 304.77)
Stuyvesant Ave.	Whittlesey Rd.	Priv. R. of Way	2920′	Cobble		9″ 90lb	3″	1905	1905	5′ 7″ + 2					(416.68 20.83 395.85)
Priv. Rt. of Way												1,974.00	1,105.44	868.56	(1,602.16 400.54 1,201.62)
thru Pk. Pl. L. Co.	Stuyvesant	Sullivan Way	2700′	None		60lb Tee	None	1905		5′ 7″					(875.00 218.75 656.25)
Sullivan Way	Right of Way	City Line	3100′	Bel. Block	2.50	9″ 90lb	None	1905	1905	5′ 7″		564.00	315.84	248.16	50.60 50.60 ——— —
Market Street	Broad St.	Union St.	625′	Gran. Block	1.58	9″ 90lb	None	1901	1914	5′ 7″ + 6	Old block reclipped	564.00	315.84	248.16	50.60 50.60 ——— —
Market Street	Union	Warren	500′	(Bit. Concrete	1.26	9″ 90lb	None	1901	1914	5′ 7″ + 2		846.00	473.76	372.24	76.00 76.00 ——— —
				(B. B. Stringer	2.50							1,128.00	1,002.74	125.26	101.20 101.20 ——— —
S. Warren	Market	Bridge	1050′	(Bit. Con.	1.60	9″ 90lb	None	1901	1910	5′ 7″ + 6		(852.00	306.72	545.28	(842.50 379.13 463.37)
				(B. B. Stringer	2.50							(11,076.00	3,987.36	7,088.64	(12,277.50 5,524.88 6,752.62)
Bridge Street	Warren	Fair St.	300′	Cobble		9″ 90lb	None	1901		5′ 7″ + 2		6,392.00	2,301.12	4,090.88	566.60 254.97 311.63
Fall Street	Warren	Fair St.	300′	Cobble		9″ 90lb	None	1901		5′ 7″ + 2		9,287.20	8,217.03	1,070.17	7,324.84 7,324.84 ——— —
Fair Street	Fall	Bridge St.	450′	Cobble		9″ 90lb	None	1901		5′ 7″ + 2		10,180.00		10,080.00	11,384.10 ——— — 11,384.10
Lalor Street	Center	Car Barn	600′	Cobble		9″ 90lb	None	1895		5′ 7″ + 2		6,076.16	5,370.34	705.82	(5,251.50 525.15 4,726.35)
										5′ 7″ + 2					(2,693.00 269.30 2,423.70)
W. State St.	Asylum Bridge	Parkside	(400′	Bel. Block	2.50	9″ 90lb	4″			15′ + 2		4,332.42	2,252.86	2,079.56	(2,373.00 1.542.45 830.55)
			(2600′												(1,695.00 1,101.75 593.25)
W. State St.	Parkside	Overbrook	1700′	Cobble		9″ 90lb	None			15′		10,148.00	1,217.75	8,930.24	(4,729.82 709.47 4,020.35)
W. State St.	Overbrook	Prospect	2470′	Vit. Brick	1.57	9″ 90lb	None			15′ + 2					(2,865.00 429.75 2,435.25)
W. State St.	Prospect	Calhoun	1712′	Gran. Block	3.15	7″ Groove	4″	1915	1915	15′ + 4		3,435.00	687.00	2,748.00	(4,240.50 1,060.13 3,180.37)
W. State St.	Calhoun	Willow	1616′	(Vit. Brick	2.25	9″ 90lb	None	1895	1913	15′ + 4		6,449.64	2,837.84	3,611.80	(5,371.45 2,954.30 2,417.15)
				(G. B. Strngr	2.50										(630.00 346.50 283.50)
W. State St.	Willow	Broad	1017′	(Asphalt	1.68	9″ 90lb	4″	1902	1902	14.5′ + 4		19,361.70	5,421.28	13,940.42	(8,721.35 3.052.47 5,668.88)
				(G. B. Strngr	2.50										(7,575.00 2,651.25 4,923.75)
E. State St.	Broad	Canal Bridge	1720′	(Asphalt	1.98	7″ Groove	4″	1912	1912	14.5′ + 4		5,376.92	1.075.38	4,301.54	6,814.50 1,703.63 5,110.87
				(G. B. Strngr	2.50							2,124.00	254.88	1,869.12	1,850.00 277.50 1,572.50
E. State St.	Canal	Clinton Ave.	750′	Bel. Block	2.75	7″ Groove	4″	1910	1910	14.5′ + 4		7,885.26	7,088.31	796.95	9,510.00 3,328.50 6,181.50
E. State St.	Clinton Av.	Monmouth	1514′	(Asphalt	2.06							3,158.40	2,794.07	364.33	3,850.00 3,850.00 ——— —
				(G. B. Stringer	2.50	9″ 90lb	3″	1904	1904	15′ + 2	1 row strngr block inside rail	12,851.68	11,371.61	1,480.07	12,653.76 7,592.26 5.061.50
E. State St.	Monmouth	City Line	4545′	(Asphalt	1.57							3,408.00	3,043.67	364.33	5,666.25 ——— — 5,666.25
				(G. B. Strngr	2.50	9″ 90lb	4″	1908	1908	15′ + 2		2,068.00	827.20	1,240.80	2,597.50 1,298.75 1,298.75
S. Clinton Ave.	State	PRR Bridge	1174′	Gran. Block	2.75	7″ Groove	4″	1910	1910	15′ + 4		6,956.00	6,159.05	796.95	(3,725.05 2,235.03 1,490.02)
S. Clinton Ave.	PRR Bridge	Greenwood	360′	Gran. Block	2.50	7″ Groove	4″	1912	1912	14.5′ + 4					(3,083.30 1,849.98 1,233.32)
S. Clinton Ave.	Greenwood	Elmer	1851′	Gran. Block	2.50	9″ 90lb	3″	1908	1908	14.5′ + 4	Old rail about 20 years old.	3,948.00	3,492.61	455.39	2,954.83 2,511.61 443.22
S. Clinton Ave.	Elmer	Dye	840′	Gran. Block	2.50	9″ 90lb	None	1895	1895	14.5′ + 2		3,440.40	3,041.93	398.47	308.40 292.98 15.42
S. Clinton Ave.	Dye	Liberty	3418′	Vit. Br. on Con.	1.96	See remarks	None	1903	1903	15′ + 2	1 track 7″ old rail—85lb)	3,894.80	2,025.30	1,869.50	360.60 234.39 126.21
											1 track 9″ old rail—90lb) about 20	8,243.10	1,648.62	6,594.48	9,782.10 2,445.53 7,336.57
S. Clinton Ave.	Liberty	Stanton	800′	Gran. Block	3.75	See remarks	4″	Now building		15′ + 2	1 track 7″ old rail—85lb) yrs. old	2,300.40	1,380.24	920.16	3,184.86 159.24 3,025.62
											1 track 9″ old rail—90lb)	7,313.20	4,095.39	3,217.81	8,392.10 4,615.66 3,776.44
Stanton	Clinton	Broad	550′	Gran. Block	2.50	9″ 90lb	None	1905	1905	15′ + 2		5,339.50	213.58	5,125.92	5,730.00 286.50 5,443.50
												7,080.00	849.60	6,230.40	7,599.00 1,139.85 6,459.15
N. Warren	State	Battle Mon.	1850′	(Asphalt	1.45	9″ 90lb	None	1898	1903	14.5′ + 4	No concrete binder. Pavement old	7,788.00	623.04	7,164.96	8,361.00 836.10 7,524.90
				(G. B. Stringer	2.50						Gr. Bl. used for foundation.	9,297.40	1,487.58	7,809.82	12,856.50 2,571.30 10,285.20
Pennington Ave.	Battle Mon.	Frazer St.	2100′	Vit. Brick	1.67	9″ 90lb	None		1898	5′ 7″ + 2		5,112.00	1,840.32	3,271.68	(3,182.52) 1,432.15 1,750.39)
Pennington Ave.	Frazer	Prospect	1830′	Cobble		9″ 90lb	None			5′ 7″ + 2					(2,000.00) 900.00 1,100.00)
Pennington Ave.	Prospect	City Line—Pkwy Ave.	2140′	Cobble		7″ 85lb	None	1902		5′ 7″ + 2		17,464.00	698.56	16,765.44	20,966.25 1,048.31 19,917.94
Princeton Ave.	Pennington Av	Paul Ave.	3870′	Granite	3.00	9″ 90lb	4″	1910	1910	5′ 7″ + 2		9,024.00	7,999.40	1,024.60	906.60 906.60 ——— —
Paul Avenue	Brunswick Av.	Princeton Av.	1080′	Granite	3.50	9″ 90lb	4″	1914	1914	5′ 7″ + 2	Old rail used, age now abt. 14 yrs				
												370,910.80	160,588.64	210,322.16	358,845.02 141,358.17 217,486.85
Brunswick Av.	Paul	Mulberry	3890′	Belg. Block	1.68	9″ 90lb	None	1901	1904	5′ 7″ + 6					
N. Broad St.	Perry	State	905′	Gran. Block	3.00	7″ Groove	4″	1914	1914	15′ + 4	New track				
S. Broad St.	State	Livingston	1200′	Gran. Block	3.00	7″ Groove	4″	1912	1912	15′ + 4					
S. Broad St.	Livingston	Greenwood	1320′	Gran. Block	3.00	7″ Groove	4″	1913	1913	15′ + 4					
S. Broad St.	Greenwood	Canal or 3d St	2030′	Gran. Block	3.00	7″ Groove	4″	1911	1911	15′ + 4					
S. Broad St.	Canal Bridge	Hudson Street	1200′	(Sheet Asphalt	2.17	9″ 90lb	4″	1906	1906	15′ + 2	No new rail used				
				(Str. Bl.	2.50										
S. Broad St.	Hudson	Liberty	2960′	Gran. Block	3.75	7″ Groove	4″	1914	1914	15′ + 2					
S. Broad St.	Liberty	City Line	2400′	Cobble		9″ 90lb	None	1895	1895	15′ + 2					

EXHIBIT O—39b.

OUTSIDE OF TRENTON

Line	Rail	Ties	Joints	Spikes	Bonds	Track Labor	Paving	Masonry	Derailers	Bridge Steel	Bridge Tracks	Guard Rail	Turn-outs	Build-ings	Fenc-ing	Special Work	Stations	Ballast	Waiting Rooms	Reproduction Cost	Depreciation	Present Value
Princeton Line	(40,211.68 (376.00	11,199.94	7,850.00	1,360.00	1,962.50	17,766.00	(294.89 (122.50	3,696.00		1,818.40	579.00	1,849.00 352.00	1,440.00	1,000.00	26.00	1,000.00	500.00	792.00		94,195.91	31,084.65	63,111.26
Pennington & Hopewell	47,684.00	13,675.20	9,584.00	1,068.80	2,398.00	22,478.00	5,175.00	11,560.00 2,581.00		728.00	559.00	1,168.00	1,890.00						80.00	120,629.00	39,188.70	84,440.30
Johnson Ave. to Hamilton Square	(10,285.98 (12,036.79 (7,080.16	8,640.00	5,760.00	678.40	1,440.00	14,059.00	633.60 316.80		30.00			200.00			528.00	4,580.00		3,307.50		69,576.23	31,309.30	38,266.93
City Line to Yardville	16,801.45	4,802.00	2,400.00	374.40	800.00	7,691.00	600.00	1,164.00		2,520.00	80.00	42.40				2,940.00				40,215.25	10,858.11	29,357.14
	$134,476.06	38,317.14	25,594.00	3,481.60	6,600.50	61,994.00	7,142.79	19,001.00	30.00	5,660.40	1,218.00	3,611.40	3,330.00	1,000.00	554.00	8,520.00	500.00	4,990.50	80.00	324,616.39	109,440.76	215,175.63

Overhead was figured in the entire system and is not included in the above.

EXHIBIT O40.

SPECIAL

WORK

IN CITY

Property of
J C Brackenridge
95 Liberty St
N Y City

To Be Returned to

		Special Work Mtl & Labor
1—14	Inclusive	$12,802.00
15—29	"	17,042.00
30—43	"	14,080.00
44—58	"	15,968.00
59—70	"	10,770.00
	Used	$70,662.00
	Paving	8,740.00
		$79,402.00

#1	State St at Canal Bridge double track crossing with Penna RR. (complete without paving)	$1320.00	
#2	East State St and South Clinton two track right hand branch off (complete without paving)	$1637.00	
#3	Crossovers just west of South Clinton on State Street (complete without paving	975.00	
4	East State St and Monmouth double track—double guard rail curve	464.00	
5	Crossover just West of Olden Ave	975.00	

6	Single track right hand branch off with Olden Ave	640.00
7	Siding at South Olden Ave & Farragut (?)	1440.00
8	Single track double guard rail curve from South Olden Ave into Hamilton Ave	280.00
9	Siding on Hamilton between Quinton and Revere	1440.00
10	Hamilton Ave at Chambers St—single track running into double track	500.00
11	Hamilton Ave and South Clinton double track left hand branch off	1637.00
12	South Clinton between Elmer and Dye industrial track crossing double track	660.00
13	South Clinton & Dye St—double curves single guard rails	370.00
14	South Clinton into Stanton St—double curves	464.00
		12802.00
	L	77
		3
15	South Broad and Stanton single track curve into Broad St going South	638.00
16	South Broad South of Stanton crossover	975.00
17	Double crossing at South Broad and Liberty Sts (? P. S Co)	1200.00
18	Double curves on South Broad near Dye St	280.00
19	South Broad & Canal—Camden & Amboy Divi. P. R.R. double curves in crossing double track of steam R.R.	2000.00
20	South Broad and Third St. double track curves	560.00
21	Industrial siding—single track crosses double track on Broad north of Third St.	660.00
22	South Broad and Center St double curves right hand branch off	1300.00

23	Crossover north of special work at N. Broad & Center St.		975.00
24	South Broad & Market St. Right hand double curve		1637.00
25	South Broad and Factory St. double curves single guard		370.00
26	State and Broad St—double track crossings with connecting curves—one track from Broad to State East and one track from Broad to State west		2860.00
27	Broad St north of State—crossover		975.00
28	State St west of Broad—crossover		975.00
29	State St at Warren—double right hand branch off		1637.00
			17042.00
			974
			JCB
30	West State and Prospect double curves with crossover	1637 975	$2612.00
31	West State St—double curve turns into single track at Sanhicon Drive		500.00
32	Sullivan Way and Private Way of Park place Land Co. 60 lb Trail curve		300.00
33	Private way of Park Place Land Company and Stuyvesant Ave—single track Trail, 60 lb single guard		325.00
34	Stuyvesant Ave west of Whittlesey Road turnout		1440.00
35	Stuyvesant Ave at Beechwood double track begins at crossover		975.00
36	Stuyvesant at Prospect double plain curves double guard		464.00
37	Prospect St and Spring St double plain curves double guard		464.00
38	Parkway Ave and Pennington ave—turnout		1440.00
39	Pennington Ave and Prospect St—turnout		1440.00
40	Pennington Ave and East Trenton		

	R.R. single track crossing single track	330.00
41	Pennington Ave between Calhoun and Reservoir turnout	1440.00
42	Pennington Ave and North Warren double track left hand branch off from North Warren into single track on Pennington Ave	1850.00
43	Princeton Ave North of Pennington about 400′ double track runs into single track	500.00
		14080.00
	LB	74.
44	Princeton Ave between Rose and Wayne single track double guard	280.00
45	Princeton Ave and Morgan Ave—turnout	1440.00
46	Princeton Ave and Paul Ave—single curve double guard	325.00
47	Paul & Nassau—turnout	1440.00
48	Paul & Brunswick—single curve double guard	325.00
49	Brunswick St and East Trenton R.R. single track crossing single track	330.00
50	Brunswick St 50 ft. north of East Trenton R.R. turnout	1440.00
51	Brunswick St between Mulberry and Pine turnout	1440.00
52	Mulberry St at St Joes—turnout with curve at the end	1760.00
53	Mulberry St, North of Clinton end of single track running into double track on North Clinton	825.00
54	N. Clinton between Tyrell and Oak—crossover	975.00
55	N. Clinton at Jefferson—double track plain curve	464.00
56	N. Clinton & Perry double plain curves double guard	464.00
57	Perry St at crossing of Penna R.R.	

	Double track street by crossing 6 tracks of P.R.R.	3000.00
58	Perry St and N. Broad—double curves with single track branch off	1460.00
		15968.00
		662
59	Perry and North Warren Y curve	2000.00
60	With Warren Double Track Trolley xing Single Track Steam Bellvidere Div. Penna. R.R.	800.00
61	Market St. abt. 175′ South of Broad runs into Single track	500.00
62	Market & So Warren Single track Curve Double Guard	300.00
63	South Warren & Falls Single track Branchoff Curve West int Falls	640.00
64	Falls & Fair Single Curve double Guard	325.00
65	Bridge & Fair Single Curve & Stub end track on Bridge	640.00
66	Warren & Bridge	325.00
67	Centre St. North Federal Am. Bridge Co's track private xing put in & maintained by Trolley Co	600.00
68	Centre North of Lalor double track runs into Single Curves from Centre into Lalor	640.00
69	Special track work going into Car Barn at Lalor & Second Strs.	4000.00
		10770.00
		411
	LB	
		411

Spak
Paving

(1)	.....	2440.
(2)	.....	540.
(3)	.....	5220.

(4) ..... 540.

8740.

Special Work
Paving

1— 17×17=289/9=32×3 .....
2— 20 yards × 6 yds = 120 @ 3..... 360.
3— .....
4— .....
5— .....
6— ..... 180.
7— 70 × 3 = 210 yds @ 3..... 630.
8— .....
9— ..... 630.
10— ..... 180.
11— ..... 360.
12— 3 × 6 = 18 yds 3.....
13— .....
14— .....
15— ..... 180.
16— .....
17— 32 @ 3.....
18— .....

2440.

Special Work 2
Par

19— .....
20— .....
21— .....
22— .....
23— .....
24— ..... 180.
25— .....
26— ..... 180.
27— .....
28— .....
29— ..... 180.
30— .....
31— .....

32—		
33—		
34—		
35—		
36—		
37—		
	540.	

	Special Work Paving	3
38—	630.	
39—	630.	
40—		
41—	630.	
42—	180.	
43—		
44—		
45—	630.	
46—		
47—	630.	
48—		
49—		
50—	630.	
51—	630.	
52—	630.	
53—		
54—		
55—		
56—		
57—		
	5220.	

	Special Work Paving	4
58—	180.00	
59—	180.	
60—		
61—		
62—		
63—	180.	

64— .....
65— .....
66— .....
67— .....
68— .....
69— .....
70— .....

540.

Special Work
Copy of JCB's notes

1 East State St. at Canal Bridge—2 track crossing with P.RR.
2 East State St. & So. Clinton—2 track right hand branchoff
3 and crossover just west of special work.
4 Monmouth & E. State—long rad. double curve double guard rail about 100′ P. C. to P. T.
5 E. State west of Olden Ave.—r. xover
6 and r. single track branchoff into Olden Ave. going south
7 So. Olden Ave & Farragut Ave.—siding (reconst. 1910)
8 So. Olden Ave into Hamilton Ave. going west-single track curve double guard rail 90 deg. 40′ rad. (No paving)
9 On Hamilton Ave. between Quinton and Revere —turnout about 200′.
10 Hamilton & Chambers—double track starts on Hamilton and runs to So. Clinton Ave.
11 Hamilton & So. Clinton—double track into double track going north on Clinton.
12 On So. Clinton between Elmer & Dye to single siding track crossing double track on Clinton T rail on sidings.
13 So. Clinton & Dye—double curves, single guard rail abt. 60′ rad. Cor. Liberty & S. Clinton double track xing belongs to Pub. Serv. Co.
14 So. Clinton & Stanton—double curves to West on Stanton, double guard rail. This track is being rebuilt from Liberty to Stanton using

old rail, new ties abt. 2′ c.c., yellow pine 6″x8″ x8′4″ stone under ties and concrete between ties.

Granite block pavement. 7″ rail.

15 So. Broad & Stanton—single track curve into Broad Street going south? (end of double track)

16 S. Broad South of Stanton—r. xover, track in bad condition sp. work in bad condition, paving cobble in bad condition. (laid 1895) (line runs 4 miles further into Hamilton Township) (wooden poles)

17 S. Broad & Liberty-double track xing double track, all guard rail relaid 1914. (Belongs to Pub. Serv. Co.) (From Liberty into Hudson relaid 1914)

18 S. Broad north of Dye—double curve about 90′ long, single guard rail

19 So. Broad & Canal, Camden & Amboy Div. PRR —double curves in xing double track of Steam RR.

20 S. Broad & Third St.—double track curve double guard rail.

21 Single track xing double on Broad north of Third. (Am. Bridge Co's track)

22 South Broad & Centre St—double curves R. branchoff.

23 R xover just north Sp. work.

24 S. Broad & Market—R double curve ?

25 S. Broad & Factory—double plain curve single guard rail 1913.

26 Broad & State

27 " " "

28 " " "

29 State St. at Warren—double track double curve (branchoff)

West State & Calhoun—single track xing double xing belongs to N. J. & Penna. Trac. Co.

30 W. State & Prospect—double r. branchoff curve and xover.

31 W. State—double turns into single track at

Sanhicon Drive (W. State to Overbrook Ave. built about 1894)
End of W. State St. Line at Sullivan Way
32 Sullivan Way and private way Park Place Land Co. "T" rail about 60# single curve. (built 1904)
33 Private way of Park Place Land Co. and Stuyvesant Ave. single track curve single guard (built 1904)
10 34 Stuyvesant Ave. west of Whittlesey Road—turnout about 200′ long.
35 Beachwood Ave. & Stuyvesant Ave. double track begins on Stuyvesant xover.
36 Stuyvesant & Prospect double plain curve double guard.
37 Prospect St. at Spring double plain curve double guard.
38 Turnout at Parkway Av. & Pennington Ave.—turnout abt. 200′ long.
20 39 Prospect & Pennington—turnout abt. 200′ long.
40 Pennington Ave. East Trenton RR—single track xing single track. (no paving)
41 Pennington Ave. bet. Calhoun & Reservoir—turnout abt. 200′ long. Pennington Ave. & Willow double track on Willow xing single Pennington belongs to Johnson Line.
42 Pennington Ave. & North Warren
43 Princeton Ave. North of Pennington abt. 400′ runs into single track.
30 44 Plain curve Princeton Ave. bet Rose & Wayne, double guard
45 Princeton Ave. & Morgan—turnout 200′
46 Princeton Ave. & Paul—a plain curve double guard.
47 Paul & Nassau St.—turnout 200′ (From Princeton to Brunswick on ballast, new ties, rebuilt 1914)
48 Paul & Brunswick plain curve double guard.
49 Brunswick Av. & E. Trenton RR—single track
40 xing single track.
50 Brunswick Av 50′ north Trenton RR—turnout 200′ long.

51 Brunswick Av. bet. Mulberry & Pine—turnout 200′ long.

52 Mulberry St. & St. Joe—turnout with curve at end. gir. guard.

53 Mulberry & North Clinton—single curve double guard running into double track on North Clinton.

54 N. Clinton bet. Tyrell & Oak—xover.

55 N. Clinton & Jefferson—double track plain curve with guard rail.

56 N. Clinton & Perry—double plain curve double guard.

57 Perry St. xing PRR—double track trolley xing 6 tracks of Penn.

58 Perry & North Broad (all new except sp.) (work-1914-from Canal) (to N. Broad and now) (on Broad to State sp.) (work in 1905)

59 Perry & North Warren

60 N. Warren—double track trolley xing single track steam, Bel. Div. P. RR.

61 Market St. 175′ south of Broad runs into single track. Public Service xing Union & Market belongs to P. S. Co.

62 Market & S. Warren—single track plain curve double guard.

63 S. Warren & Fall—single track branchoff curve west into Fall.

64 Fall & Fair—single curve double guard into Fair

65 Bridge & Fair—single curve branchoff double guard.

66 Warren & Bridge—single plain curve double guard

67 Centre St. north of Federal, Am. Bridge Co's track—xing put in and maintained by trolley Co. (buily 1896)

Centre St. cor. of Cass—P. S. xing maintained by P. S. Co.

68 Centre north of Lalor—double track runs into single curve from Centre into Lalor.

69 Car Barns.

EXHIBIT 043.

750

BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY.

In the matter of the complaint of the inhabitants of the City of Trenton against the Trenton Street Railway Company.	Order.

The complaint in this proceeding is submitted on behalf of the Common Council of the City of Trenton. Briefly stated it alleges that much of the roadbed, track and overhead system of the Trenton Street Railway Company is improperly constructed and that cars weighing twenty tons, or thereabouts, are improperly equipped with hand brakes.

The complaint prays:

(a) That the Company may be ordered to so reconstruct, replace and put in good order the roadbed of its line of railway that in the operation thereof the cause of the injury and damage, resulting from improper construction, may be removed;

(b) That the Company may be ordered to reconstruct, repair and put in good order its overhead system;

(c) That the Company may be ordered to provide its cars with air-brakes, of a type commonly used in the controlling of cars of the weight herein mentioned.

An answer was filed to the complaint traversing its allegations.

On the issues raised by the complaint and answer formal hearings were held; testimony was taken on behalf of the petitioner and respondent, and inspections of the property of the respondent were made

by members of the Board and by its inspectors and engineers.

The Board of Public Utility Commissioners for the State of New Jersey, after consideration of such testimony, and the results of such inspections, determines that the Trenton Street Railway Company does not now furnish safe and adequate service in the City of Trenton and that, in order that such service may be furnished by it, it is requisite that the following work be done:

(1) The complete reconstruction of the track on Hamilton Avenue, from Clinton Avenue to Chambers Street.

(2) The complete reconstruction of the track on East State Street from Broad Street to the Canal Bridge.

(3) The complete reconstruction of about five hundred feet of track on South Broad Street, from a point about two hundred feet north to a point about three hundred feet south of the Canal.

(4) The repair of all joints in the track located at the following points:

(a) South Clinton Avenue from the Pennsylvania Railroad Bridge to Dye Street.

(b) West State Street from Willow Street to Overbrook Avenue.

(c) South Broad Street from State Street, south for a distance approximately twenty-two hundred feet.

(5) The repair of all joints in the track located at the following points:

(a) East State Street from Clinton Avenue to the Pennsylvania Railroad Bridge.

(b) Olden Avenue from Hamilton Avenue to East State Street.

(c) Perry Street from North Broad Street to North Clinton Avenue.

(d) North Clinton Avenue from Perry Street to Perrine Avenue.

The Board of Public Utility Commissioners further determines that, in order that the Trenton Street Railway Company may furnish safe and ade-

quate service, it is requisite that in the repair of joints in track it substitute for the type of joint now in use a joint of the girder or of the continuance type; that such joints be supported on two (2) ties instead of by one, as is now the practice; that the ties be provided with stone ballast properly tamped, to prevent further settling and that the rails, when joints are in place, be ground down to provide a smooth surface.

The Board of Public Utility Commissioners for the State of New Jersey, therefore, hereby

Orders And Directs that the Trenton Street Railway Company begin, on or before the fifth day of April, one thousand nine hundred and eleven, and wholly complete, during the year nineteen hundred and eleven, the work required by the items foregoing, numbered from one (1) to four (4), both inclusive; and complete before the close of the year nineteen hundred and twelve the work required by the foregoing item numbered five (5); that in the repair of joints the directions above set out be followed and that joints of the type above described be used in all work of track reconstruction hereby required.

The Board further determines that a finding that the Trenton Street Railway Company fails to furnish safe and adequate service, in that the overhead work of its line of street railway is in defective and dangerous condition, would not now be justified.

It appears that within a comparatively recent time this overhead work has been the subject of special attention by the company and an inspection discloses it to be now in good condition.

The Board will, however, hereafter cause thorough inspections of this overhead work to be made at regular intervals and will, if, and when, occasion requires it, issue specific orders with reference thereto.

The Board further finds that the heaviest cars of the Trenton Street Railway Company run through the City of Trenton to nearby municipalities, the speed being increased after leaving the City. These cars are equipped with air brakes. Other cars, how-

ever, including ten of the "Pay as you enter" type are equipped merely with hand brakes. The hand brake equipment on the heavier cars is, however, of a more powerful type than is in use on the older and lighter cars.

In view of the absence of steep grades in the City, and the speed maintained for urban traffic, the Board considers the hand brake equipment on these cars efficient and in accordance with good practice. The Board therefore determines that in this repect the Trenton Street Railway Company furnishes safe and adequate service.

The Board, however, determines that the Trenton Street Railway Company fails to furnish safe and adequate service in the City of Trenton in that it operates cars that are not properly equipped with sand-boxes and it hereby

Orders said Company forthwith to equip each car operated by it, and not already so equipped, with an approved type of sand-box.

The work of reconstruction and repair hereby ordered to be done should have been done heretofore, from time to time, as the occasion therefor first arose.

The expenditures for this work should have been met by the application of the earnings of the Company thereto.

To avoid a repetition of existing conditions the Board

Recommends that the Trenton Street Railway Company forthwith set up a depreciation account; that the work by this order required to be done be paid for, so far as is practicable, from such fund; and that hereafter such a sum be set aside annually, to the credit of such a fund, as will suffice to maintain the property of the company in condition to furnish safe and adequate service.

The investigation necessitated by this proceeding has directed attention to the fact that the single track, with its system of turnouts, located on Hamilton Avenue, interferes with the prompt operation of

cars, resulting in delays to the traffic. To meet this situation the Board

Recommends to the Trenton Street Railway Company that it initiate such proceedings as may be necessary to enable it to construct an additional track on Hamilton Avenue, from South Clinton Avenue to Chambers Street.

Dated March 3, 1911.

Board of Public Utility Commissioners
for the State of New Jersey,
(Seal) By
(Signed) Frank H. Sommer,
President.

Attest:
(Signed) Alfred N. Barber,
Secretary.

I Hereby Certify the foregoing to be a true copy of the Order of the Board of Public Utility Commissioners adopted at its meeting on Friday, March 3, 1911, and recorded in the Minutes of said meeting.

Secretary.

EXHIBIT 044.

Trenton and Mercer County Traction Corporation
American Mechanic Building, 137 East State Street
Trenton, N. J., April 24, 1913.

Board of Public Utility Commissioners
for the State of New Jersey
Trenton, N. J.

Gentlemen:—

In compliance with that portion of your Memorandum dated March 7th, 1911, "In the matter of the petition for approval of Leases of the Trenton Street Railway Company, Trenton, Hamilton and Ewing Traction Company, Mercer County Traction Company and the Trenton, Pennington and Hopewell Street Railway Company," which provides in respect to a depreciation fund;

"(2) That the Lessee covenant to set up and maintain during the period that the lease remains in force a depreciation fund.

"(3) That the Lessee covenant to pay into such fund annually, for a period of two years, a sum that shall not be less than 5% of its gross income.

"(4) That within two years from date hereof, the Lessee submit to this Board (or any Board succeeding to its powers and duties) a proposed rule to govern and regulate the maintenance of a depreciation fund by it thereafter."

During the year 1911 this Company spent five and seventy-three hundredths per cent (5.73%) of its gross receipts on maintenance (or depreciation) account; for the year 1912 the corresponding figure was five and ninety-two hundredths per cent(5.92%). In other words, the Company exceeded by nearly one per cent. (1%) the minimum fixed by order of your Board.

We desire to call attention to the fact that when your Board heard the Officers of this Company on this subject in March, 1911, it was represented by them that in their judgment the ton mileage basis gave nearer approach to scientific relation between depreciation and use of plant than is offered by the basis of gross receipts. It is not desired now to repeat the arguments on that subject in this communication. They are, however, considered sound. As a step in the right general direction, we now propose for your consideration and approval that the depreciation fund for this Company shall in the future be related to the ton miles operated by it instead of its gross receipts.

During the years above referred to, i. e. 1911 and 1912, the ton mileage actually operated by this Company on its leased lines was (very nearly) as follows:

Ton miles for 1911	43706973
Ton miles for 1912	44208269

The actual sums represented by the percentage above stated were as follows:

For the year 1911	$38 208.68

For the year 1912 42 813.80.

Dividing these sums thus expended by the number of ton miles operated, we find that depreciation account thus expressed amounts to nine hundredths cents per ton mile for 1912.

It is contemplated that a larger expenditure should be made in the future than in the past for depreciation account, and we propose, therefore, for your consideration and approval, that this Company shall pay into its depreciation fund for the year 1913 twelve hundredths cents per ton mile operated by it.

Should your Board be unwilling to adopt what we believe to be a better, but what we also recognize to be a less familiar, rule than that based on gross receipts, we then submit as an alternative the following rule:

That this Company shall pay into its depreciation fund for the fiscal year 1913, not less than 8% of its gross receipts; for the year 1914, not less than 9%; for the year 1915, not less than 10%, which percentage shall continue as a minimum thereafter until further orders on the subject may be made by you.

Yours very truly,
Rankin Johnson
Vice-President.

EXHIBIT O45.

Nov. 20/15
(Requested by Mr. Katzenbach)
(as testimony)

Statement of Valuation Placed by J. C. Brackenridge on Tracks Outside of the City—exclusive of special work, bridges and culverts.

Rail—60# and 70# Tee—3703.64 tons @ $30.40 $112,591.04

7″ tram, 9″ tram girder and 6″

tram girder—590.913 tons @ $36.40 and 200′ S. T. @ $1.88		21,885.02
Joints—11,597 continuous joints @ $2	$23194.	
1,600 continuous joints @ $1.50	2400.	25,594.00
Ties—95,792 @ 40¢ each		38,317.14
Spikes—1088 kegs @ $3.20 (450 spikes to a keg)		3,481.60
Bonds—13,200 @ 50¢		6,600.50
Track Labor—		
169,040′ Tee rail labor @ 30¢	$50712	
22,565′ Girder rail labor @ 50¢	11282	61,994.00
Ballast—5.9 miles		4,099.50
Paving—(Explanation sheet furnished herewith)		7,142.79
		$281,705.59
Building at Princeton		1,000.00
Two waiting rooms on Pennington & Hopewell Line @ $40		80.00
Station on Princeton Line		500.00
Fencing—		
65 rods on Princeton Line @ 40¢	$26.00	
1320 rods on Hamilton Sq. Line @ 40¢	$528.00	554.00
		$283,839.59

Nov. 20/15

(Requested by Mr. Katzenbach as testimony)

Statement of Valuation Placed by
J. C. Brackenridge
On Tracks Inside of City of Trenton Exclusive of Special Work

Rails	
7″—85 lb—405.92 gross tons	$14,775.49
9″—90 lb—3025.76 gross tons	110,137.67
7″—103 lb—1251.99 gross tons	45,572.44
60 lb Tee 48.18 gross tons	1,464.58

Joints	
Welded—1745 @ $7.	12,215.00
Standard—9582 @ an average of $1.47	14,128.12
Tee Rail—166 @ $1.	166.00
Ties	
85,311	
72,224 untreated @ $.40	28,889.60
13,087 creosoted @ $1.	13,087.00
Spikes	
407,250÷450=905 kegs @ $3.20	2,896.00
Ballast	
10,208 cu. yards @ $1.50	15,312.00
Bonds	
11,375 @ $.50	5,687.50
Delivery	
	9,549.81
Labor	
	97,029.59
Total	$379,910.80
Paving (detail on Exhibit 39A)	358,845.02
Total track cost in city including paving	$729,755.82

Nov. 22, 1915.

Requested by Mr. Katzenbach as testimony

Statement of

Paving

Outside City of Trenton

As estimated by

J. C. Brackenridge

Pennington Line	
10,350′ macadam @ $.50	$5,175.00
Princeton Line	
200 ft. Belg. Block @ $1.75 sq yd	294.89
70 ft. Belg. Block @ 1.75	122.50
Hamilton Square Line	
3,168 cobble @ $.20	633.60

Hamilton Square Line	
1,584 cobble @ .20	316.80
Yardville Line	
500′ cobble @ .20	100.
½ oil top	500.
Approximately	$7,142.79

11/22/15

Requested by Mr. Katzenbach as testimony

Statement of
Special Work
Outside the City of Trenton
As estimated by J. C. Brackenridge

Turnouts	
Pennington & Hopewell Line 10½ @ $180	$1,890.00
Princeton Line 8 @ $180	1,440.00
Hamilton Square Line 2 @ $180	360.00
Yardville Line 2 @ $180	360.00
	$4,050.00
Other Special Work	
Pennington & Hopewell Line—	
2040′ guard rail 75# Tee	$1,168.00
Princeton Line—	
Guard rail (2830′ of 60# Tee $1849.	
(760′ of 70# Tee 352	2,201.00
Princeton Line—	
Curves going on to private right of way	1,000.00
Hamilton Sq. Line—	
Guard rail	200.00
Single track crossing double at Oilcloth works	660.00
Crossing Pub. Serv. Co's tracks	660.00
Johnson Ave. & E. State—branchoff as #42	1,850.00
Curve—Johnson & Greenwood	480.00

Fair Grounds—3 switchends	270.00
Greenwood & Clinton	300.00
Derailer Switch	30.00
Yardville Line—	
So. Broad near Chambers—crossover, girder	980.00
End of double track—Tee rail	400.00
Curve 2.3 mi. from Rowan Avenue	600.00
Curve Kirby Farm	600.00
	$11,399.00

Turnouts	$ 4,050.
Other special work	11,399.
Total	$15,449.

Summary
Bridges & Culverts

Pennington & Hopewell Line	
# 1—Bridge	$452.00
# 2—Bridge over Baldwin's Creek	444.00
# 3—Bridge over P. & R. RR	2080.00
# 4—Bridge over Stony Brook	11560.00
# 5—Retaining Wall	333.00
Princeton Line	
# 1—Bridge over Shabakunk Creek	699.60
# 2—Bridge about 2.4 mi. from Mulberry Street	350.40
# 3—Culvert	108.00
# 4—Bridge over Shippetauquin Creek	508.40
# 5—Culvert	336.00
# 6—Culvert	188.40
# 7—Bridge over Stony Brook	2879.60
# 8—Culvert)	
# 9—Culvert)	
#10—Culvert)	444.00
#11—Culvert)	
#12—Culvert)	

Hamilton Square Line
None estimated on.
Yardville Line
Bridge about 2.5 miles from Rowan Avenue 3806.40

$24189.80

Additional track labor on bridges and culverts on Pennington & Hopewell Line 559.00
Additional track labor on bridges and culverts on Princeton Line 579.00

Total for bridges & Culverts $25327.80

Estimated weights per foot include all structural steel used in Bridges and Culverts.

#1
Nov. 20/15

Bridges & Culverts

(Question by Mr.) Prepare statement showing total
(Katzenbach) Bridges and Culverts (detail of each) estimated weight, measurements and prices used.

Pennington & Hopewell Line
#1—Bridge
4 I Beams—22″ deep—20′ long—80′ x 80#—6400# @ 2¢ $128.00
Concrete
(center pier—4×10×12—18 cu. yds.
(2 end piers— —36 cu. yds.
@ $6. 324.00

$452.00

#2—Bridge, Baldwin's Creek
4 I Beams—15″ deep—20′ long—100′× 60#—6000# @ 2¢ $120.00

Concrete (center pier) (end piers) Same as Bridge #1	324.00
	$444.00

#3—Bridge over P. & R. RR

Plate girder bridge—16000# @ 3¢	$ 480.00
Abutments	1600.00
	$2080.00

#4—Bridge over Stony Brook

Span truss—90′)		
" " —90′)120,000 lbs. @ 3¢	$3600.	
" " —90′)		
190′—30″ I Beams—380′, 180000# @ 3¢	5400.	$9000.00
Foundations under spans 200 cu. yds @ $6		1200.00
Foundations under I Beams 55 cu. yds @ $6		330.00
Ties		232.00
Wooden guard timber 928′—7″×8″ @ $30. per M. feet		130.00
Rail—75#—464′—23200# @ 1½¢ inc. joints, bolts, etc.		350.00
Labor		93.00
Labor on ties and guard timber		225.00
		$11560.00

Retaining Wall

200′ long—5′ high and 12″ thick at top and 2′ at bottom. 200×5×1½—1500 cu ft.—55.5 cu. yds. @ $6	$333.00

#2
Nov. 20/15

Bridges & Culverts

Princeton Line

#1—Shabakunk Creek

(20″ I Beams—4×27′ long—108′×80# per ft—8640# @ 2¢ $172.80
(15″ I Beams—4×38′ long—144′×60# per ft—8640# @ 2¢ 172.80
2×4× 6×10÷27— 160÷9—18 cu. yds.
2×5×11×10÷27—1100÷9—41 cu. yds.=
59 cu. yds. concrete @ $6.00 354.00

$699.60

#2—Bridge about 2.4 mi. from Mulberry St.
20″ I Beams—2×27′—54′×80#—4320# @ 2¢ $ 86.40
2×5×12×10÷27—400÷9—44 cu. yds. @ $6.00 264.00

$350.40

#3—Culvert
15″ I Beams—2×20′ long—40′×60#—2400# @ 2¢ $ 48.00
10 cu. yds. concrete @ $6.00 60.00

$108.00

#4—Bridge, Shippetauquin Creek
15″ I Beams—2×26′—52′×60#—3120# @ 2¢ $ 62.40
20″ I Beams—4×20′—80′×80#—6400# @ 2¢ 128.00
2× 3×16×10÷27—320÷9—36 cu. yds.
4×12×10 ÷27—160÷9—17 cu. yds.=
53 cu. yds. @ $6 318.00

$508.40

5—Culvert
15″ I Beams—2×15′ long—30′×60#—1800# @ 2¢ $ 36.00

50 cu. yds. concrete @ $6.00 300.00

$336.00

#3
Nov. 20/15

Bridges & Culverts

Princeton Line

#6—Culvert

15″ I Beams—2×16′—32′×60#—1820# @ 2¢ $ 38.40

25 cu. yds. of concrete @ $6.00 150.00

$188.40

#7—Bridge, Stony Brook

(15″ I Beams—444′×60#—26640# @ 2¢ $532.80

(24″ I Beams—220′×80 —17600# @ 2¢ 352.00

(6″ × 1½″ Channels 40×7—280′×8—2240# @ 2¢ 44.80

13×12× 4×10÷27—2080÷ 9—231)
16× 3×12 ÷27— 64÷ 3— 21)
14× 4×15 ÷27— 280÷ 9— 31)
14× 5×16 ÷27—1120÷27— 42)

325 cu yds.

of concrete @ $6.00 1950.00

$2879.60

#8, 9, 10, 11 and 12 Culverts

8–15″ I Bms 2×12′–24×60#–1440# @ 2¢ $28.80
9– " " " " –1440# @ 2¢ 28.80
#10– " " " " –1440# @ 2¢ 28.80
#11– " " " " –1440# @ 2¢ 28.80
#12– " " " " –1440# @ 2¢ 28.80

#8-9-10-11-12 Concrete 10 cu. yds each×5 —50 cu. yds. @ $6.00 300.00

$444.00

Yardville Line—bridge about 2.5 miles from Rowan Ave.

Plate girder 80′ long—2 spans 3.5′ deep appr. wt. 84000# 4 girders 3.5′ deep—center cross girder 18″×10′ on steel col. 26′ deep @ 3¢ $2520.00

Two wing walls—40′×15′×2.5′—3000 cu.ft.

Two abutments—10′× 4′×28′ —2240 cu.ft.

5240 cu.ft.

—194 C. yds. @ $6. 1164.00

Ties 40 @ $1.00 4.00

Guard Log 38.40 42.40

Trackwork, labor @ $1. per ft. 80.00

$3806.40

J. C. Brackenridge's
Answers to Mr. Katzenbach's question—
"Prepare Statement of number of following items in entire System and price:

November 22, 1915.

Item and Explanation	Inside City of Trenton	Outside City of Trenton	Entire System	@	Total Cost to Reproduce New
Girder Rail—9" 90lb, 7" tram, etc.	(4683.67 tons (($170,485.60	590.913 tons) & 200' sing. tr.) $21,885.02)	5274.583 tons	$36.40	$192,370.62
Tee Rail—60lb, 75lb, etc.	48.18 tons) $ 1,464.58)	(3703.64 tons ($112,591.04	3751.82 tons	$30.40	114,055.62
Ties (Untreated	72,224 ties	95,792 ties	168,016	$ .40	67,206.74
(Creosoted	13,087		13,087.	$ 1.00	13,087.00
Continuous Joints—($2. a joint was allowed in the estimate for all joints on track outside the city, except on Yardville Line where $1.50 was used. This price of $2. was made more than liberal as the average estimate of cost of joints was intended to cover the additional cost of continuous joints or any other special type of joint that might have been used. My examination, however, revealed only standard joints and continuous. The net price of a standard joint for a 75lb Tee rail		13,197 joints		$ 2.00 1.50	25,594.00

is 91c and the net price of a continuous joint for this same rail is $1.68.					
Standard Joints—(The average price used in the city was $1.47 for standard joints for girder rail. I have made the customary allowance of 10% of the weight of the rail to cover the cost of rail joints. I have allowed approximately $15,000. more than would be required to be expended in reproducing the item of joints outside the city.	9,582 joints			Av. $1.47	14,128.12
Welded—(Mr. Johnson told me, in Mr. Rand's presence, that welded joints had cost him in Trenton $6.75 each, and my estimate includes these @ $7. per joint, which is more than ample.	1,745 joints			$ 7.00	12,215.00
Tee rail *Joints* in City—	166 joints			$11.00	166.00
Spikes—(This is on a basis of 1993 kegs @ 450 spikes to a keg or 896,850 spikes. An excess of about 200 kegs.	905 kegs	1088 kegs	1993 kegs	$ 3.20	16,377.60
Ballast—Any additional ballast is covered by the sq. yd. price of pavement in tracks.	$15,312.00	$ 4,099.50	$19,411.50	$ 1.50 cyd	19,411.50
Bonds—	11,375	13,201	24,576	50 c	12,288.00
Labor on Trackwork—(No labor for Bridges and Culverts is included in my labor item on work outside city. This item of labor is included in the "per ton" price of steel and in the "per cu. yd." price of masonry on bridges.	$97,029.59	$61,994.00	$159,023.59		159,023.59
Overhead—Prices per mile (Iron—dbl tr. $3500 sngl tr $2800. (Wood—sngl tr. $2100.	69,393.90	83,265	(152,658.90		
Submarine Cable—			(2,650.00	$1. pr ft.	307,100.30
Feeders—(*Copper Price*) In my estimate I allowed $151,791.40 for 66 miles of 500,000 c.m. feeder and 35½ miles of 4-0 feeder. Using the weights			(151,791.40		

40 30 20 10

given me for feeder wire by the Roebling Co., i. e., 10000lb per mile for 500,000 c. m. and 4050lb for 4-0, gives me as a correct weight for feeder used on the Trenton railways system of 803,775lb, which, divided into $151,791.40 gives 18.8c per lb.					
Barrels of Cement for Poles—In my estimate 872 bbls. of cement was included @ $1.50 per, for setting all iron poles in the city. The cement used between ties and tracks is included in cost per sq. yd. furnished by Mr. Swan. This cost is more than liberal as it takes no account of concrete displaced by the ties in the track, the same allowance for foundation for pavement being allowed as is allowed on street outside of tracks where there are no ties. As I had no way to determine whether poles were set in concrete or not, I figured all poles to be set in concrete. As a matter of fact I understand that very few poles are set in concrete, therefore this pole cost is in excess of what it should be. Poles used in est. city ovhead —Heavy No. 2 set $21.75, Light No. 4 $25. set	872 bbls.		872 bbls.	$ 1.50	(Incl. in overhead)
Paving—(List of paving outside city submitted herewith as requested....)	$358,845.02				
Special Work—Data making up sp. wk in city submitted as Exhibit	$ 70,662.00	$ 7,142.79	$365,987.81		365,987.81
Data making up sp. wk outside city submitted herewith		$15,449.00	$ 86,111.00		86,111.00
Delivery of material	$9,549.81				
Power Plant—details testified to				$1. pr ton	9,549.81
Car Barns & Contents—					265.500.00
Cars & Other Rolling Stock					155,900.00

Real Estate—assessed valuation		400,000.00
Signal System—		110,025.00
Buildings, Waiting Rooms, Fencing—outside city of Trenton	$ 1,052.75	1,052.75
Bridges & Culverts—List submitted herewith as requested by Mr. Katzenbach	2,134.00	2,134.00
	25,327.80	25,327.80
		$2,364,612.06
Add 15% for (Contingencies, including Engineering, Superintendence, Omissions, Administration, (Management, Insurance, Incidentals & Builder's Risk		$ 354,691.84
Total Cost of Reproduction		$2,719,304.10

NEW JERSEY COURT OF ERRORS AND APPEALS.

TRENTON AND MERCER COUNTY TRACTION CORPORATION, *Appellant,* vs. THE MERCER COUNTY BOARD OF TAXATION, *et als.*, *Respondents.*	ON APPEAL FROM SUPREME COURT.

BRIEF OF APPELLANT.

STATEMENT OF FACTS.

The appellant is the Trenton and Mercer County Traction Corporation, the prosecutor of a writ of certiorari directed to the Mercer County Board of Taxation, and the lessee of the street railway properties of the Trenton Street Railway Company, the Mercer County Traction Company, the Trenton, Hamilton and Ewing Traction Company, and the Trenton, Pennington and Hopewell Street Railway Company. These leased lines form a street railway system within the city of Trenton and extending into the townships of Lawrence, Princeton, Ewing, Hopewell and Hamilton and the boroughs of Princeton, Hopewell and Pennington, in the county of Mercer.

As of the date of May 30th, 1915, the board of taxes and assessment of the city of Trenton and the assessors in the townships of Lawrence, Princeton, Ewing, Hopewell and Hamilton and the assessors in the boroughs of Princeton, Pennington and Hopewell duly assessed for taxation for the year 1915, the real and personal property of the railway systems operated by the appellant.

The following are the assessments in the various taxing districts, made as of the date of May 20th, 1915, to wit:

City of Trenton,	$820,100.00
Borough of Princeton,	5,510.00
Borough of Hopewell,	4,800.00
Borough of Pennington,	12,062.00
Lawrence Township,	31,000.00
Princeton Township,	12,500.00
Ewing Township,	17,000.00
Hopewell Township,	27,000.00
Hamilton Township,	73,910.00
Making a total of	$1,003,882.00

The appellant received in due course during the fall of 1915 the tax bills from the various municipalities based upon the foregoing assessments. These tax bills amounted to $21,553.72 and were paid on or about December 1, 1915 (p. 225).

In addition to this amount, the appellant also paid the franchise tax of five per cent. upon its gross receipts, which amounted to $32,326.65, making a total sum paid for taxes of $53,881.37 (p. 225).

After these tax bills had been received and paid by the appellant, the city of Trenton, acting through Clinton J. Swartz, receiver of taxes, and Everett Townsend, a citizen and taxpayer, filed on December

17, 1915, with the Mercer County Board of Taxation, a petition alleging that the property of the appellant was under-assessed by the city of Trenton for the purposes of taxation for the year 1915. Similar petitions were filed on December 18th by the townships of Lawrence, Princeton and Ewing. On December 20th, 1915, similar petitions were filed by the townships of Hamilton and Hopewell.

The circumstances which brought about the filing of these petitions, as alleged in said petitions, were that the appellant had sought to discontinue the sale of six tickets for twenty-five cents upon its lines of street railway, and to charge a straight five-cent fare, as it claimed it had a right to do under the charter and franchises of its lessor companies, or their predecessors under which said lines of street railway are operated, and in the hearing before the Board of Public Utility Commissioners of the state of New Jersey, upon the question as to whether the appellant had a right to discontinue the sale of said tickets, the appellant had presented evidence that its property was worth on May 20th, 1915, approximately the sum of $4,000,000, and that the Board of Public Utility Commissioners had found that the property was worth the sum of $3,200,000.

The appellant had not presented any such evidence of the worth of its property as of May 20th, 1915, but had presented evidence that the reproduction cost new of its property, including street paving and other items not taxable, was approximately the figures mentioned above. The Board of Public Utility Commissioners after the hearing made an order which prevented the appellant from discontinuing the sale of six tickets for twenty-five cents.

The reason for such an unusual proceeding has been given in the public press by the special counsel

for the city of Trenton. It is that the appellant must be made to pay the expenses incurred by the city of Trenton in the ticket litigation above mentioned, and that this could be best accomplished by increasing the amount of taxes to be paid by the appellant.

Similar petitions were filed by the same municipalities and citizens with reference to the property of the Public Service Railway Company and the New Jersey and Pennsylvania Traction Company in order to give the proceeding against the appellant some color of impartiality. The proceeding against the Public Service Railway Company and the New Jersey and Pennsylvania Traction Company amounted to nothing. Some slight changes in the assessments of the Public Service Railway Company were assented to by that company, and the assessments upon the property of the New Jersey and Pennsylvania Traction Company were left at the same figures.

The Mercer County Board of Taxation fixed January 21st, 1916, as the date of hearing of the various petitions referred to, but on that day adjourned the hearings to January 28th, and on January 28th, as counsel for the city of Trenton and the prosecutor were engaged before the United States Circuit Court of Appeals in a branch of the ticket litigation, the hearings were adjourned to January 31st, 1916. On January 31st, the Mercer County Board of Taxation held that their decisions on the important matters presented by the petitions had to be rendered on that day, notwithstanding the willingness of all parties to enter into a stipulation to extend the time for the hearings, so the hearings were crowded into one day and extended into the evening of that day. The appellant had in fact no opportunity to present its evidence, owing to the fact that substantially all of the time was consumed by the testimony offered in be-

half of the municipalities filing said petitions. At the same time the cases of the Public Service Railway Company and the New Jersey and Pennsylvania Traction Company were likewise heard. The Mercer County Board of Taxation then promptly increased the assessments upon the property of the appellant as follows:

In the city of Trenton from $815,625.00 to $1,589,255.

In the township of Princeton from $12,500.00 to $39,255.

In the township of Ewing, upon the property of the Trenton, Hamilton and Ewing Traction Company, from $3,500 to $9,870, and in the same township, upon the property of the Trenton, Pennington and Hopewell Street Railway Company, from $13,500 to $36,940.

In the township of Hopewell from $27,000 to $80,970.

In the township of Lawrence from $30,000 to $89,475.

In the township of Hamilton from $50,310 to $171,745. (Record, p. 104.)

The result of these proceedings before the Mercer County Board of Taxation was to increase the total assessment of the property for purposes of taxation for the year 1915 from $1,003,882 to $2,064,727, or an increase of $1,060,845. The additional taxes to be paid upon this increase in assessment at the various rates in the several taxing districts amounts to $22,113.59.

POINT ONE.

THERE WAS NO EVIDENCE PRESENTED TO THE MERCER COUNTY BOARD OF TAXATION WHICH JUSTIFIED THE VALUES PLACED BY THEM UPON THE PROPERTY OF THE PROSECUTOR IN THE VARIOUS TAXING DISTRICTS.

The third reason for the setting aside of the orders of the Mercer County Board of Taxation, increasing the assessments of the appellant's property in the amounts heretofore mentioned and the third ground of appeal is as follows:

> "3. That no evidence was presented to said board which supported or justified the said increases in assessment made by said board upon the property of your petitioner and its lessor companies in said taxing districts of the county of Mercer."

In the return of the Mercer County Board of Taxation, that body seeks to justify the increases for the year 1915 in assessments made by it, by the following statement, found upon page 36 of the Record:

> "Witnesses on behalf of the prosecutor company testified to a total value of $3,400,000, and gave details and items of that valuation and their reasons for arriving at the same. The witnesses in behalf of the defendant municipalities testified to a total valuation of $2,379,851.95, as the reproduction value, and $1,709,222.40 as the depreciation (or present) value and gave the details and items of that valuation and their reasons for arriving at the same."

The Supreme Court in its opinion (Record, page 346), based its decision upon the same premise that the Mercer County Board of Taxation did, namely, that the valuation of Mr. Johnson, president of the appellant company, made in 1910, of the reproduction cost new of the property, and the appraisement of the property by Mr. Betts, engineer of the Public Utility Commission, made in February, 1911 (Record, page 273), at the time of the approval of the leases to the appellant company, of the reproduction cost new of the property (both of which were admitted on the offer of the municipalities over the objection of the appellant) were evidence for the purpose of establishing the taxable value of the property as of the date of May 20, 1915.

The opinion of the Supreme Court also refers to the report of the Board of Public Utility Commissioners dated December 13, 1915, made in the case before that Commission with reference to the withdrawal of the sale of six tickets for twenty-five cents, as evidence of taxable value (p. 346). This report was likewise admitted over appellant's objection. It was made after the date of May 20, 1915, and was intended to show the cost of reproduction new of the property, and included non-taxable items, such as street paving, which could not be the subject of taxation. In fact all of this so-called evidence, namely, the valuation of Mr. Johnson, the appraisal of Mr. Betts and the finding of the Board of Public Utility Commissioners, was an effort to ascertain the cost of reproduction new of the property for rate-making purposes. They were efforts to ascertain the investment value and not the taxable value. They therefore were inadmissible. An examination of them will show that all included items not taxable, as, for example, street paving, and no one of the valuations

was intended to fix the value of the property in a depreciated condition for taxing purposes, which is the value that must be ascertained by the assessors as directed by the statute (P. L. 1906, p. 644).

After the evidence was closed and after the stenographer had gone the reports and appraisement above referred to were offered, and objection was made. The board held the offer under advisement and the minutes of the board show that they were admitted. The minutes of the board read as follows (p. 103):

> "At the close of hearing the testimony, after the stenographer had gone, and before the attorneys commenced their arguments, the board ruled to admit all of the exhibits offered by the complainants with the exception of the stenographic report of the testimony before the Public Utility Commission in the application for the abolition of the sale of six tickets for a quarter, and they were marked C No. 1, C No. 2, C No. 3, C No. 4, C No. 5, C No. 6."

Mr. Betts was not before the board as a witness and therefore the appellant had no opportunity to cross-examine him upon the subject of his report. The report was of the cost of reproduction new of the property and did not even state his opinion as to the taxable value of the property. It was made in February, 1911. Mr. Betts' report was not supported by his oath and had it purported to show the taxable value of the property in 1911 it would not have been evidential. The board could not legally accept such evidence or from it deduce the taxable value of the property as of May 20, 1915.

The report of the Board of Public Utility Commissioners was also inadmissible. The members of

the board who made the report were not witnesses, and were not subject to cross-examination, and as has been pointed out the purpose of the report was different, being an effort to ascertain investment value and not taxable value. Furthermore, the report was made subsequent to the date at which the taxable value of the property was to be ascertained. The report is dated December 13, 1915, and the question for determination was the taxable value of the property as of the date of May 20, 1915.

The valuation of Mr. Johnson made in 1910 for the purpose of ascertaining the cost of reproduction new of the property was likewise inadmissible upon the same grounds. It was true that the municipalities made Mr. Johnson their own witness, but when it is remembered that the purpose of the proceeding was to ascertain the taxable value of the property, the ridiculousness of attempting to use Mr. Johnson's 1910 valuation of cost of reproduction new to show the taxable value of the property as of the date of May 20, 1915, is best brought out by the objection of Mr. Record, counsel for the municipalities, to the attempt of the counsel for the appellant to show that Mr. Johnson had testified as to the taxable value of the property before the Board of Public Utility Commissioners. At the bottom of page 223 of the Record, Mr. Johnson was asked this question: "Q. Mr. Johnson, as I understand your testimony, you said your opinion was merely as to the cost of reproduction of the property, was it not? A. Reproduction new, yes. Q. Reproduction new, and you did testify on the subject of what you considered the value of the property to be for taxing purposes in that case, did you not? Mr. Record: I object to that. I have asked this witness a narrow question as to what he estimated the cost to reproduce this property. I have

not asked his opinion of value at all, but I have asked what he estimated the cost to reproduce it at. There is no question about taxation or rate making or anything else."

From this objection it will be seen that the purpose of Mr. Record in making Mr. Johnson the witness for the municipalities was merely to confuse the board by having Mr. Johnson testify as to the cost of reproduction new of the property in order to have this value substituted for the taxable value of the property. When Mr. Johnson was asked by the counsel for his company as to the testimony given by him as to the taxable value of the property, Mr. Record, by his objection which was sustained by the board (the whole proceeding being a star chamber affair), showed that he did not want and would not have admitted in evidence Mr. Johnson's statement of the value of the property for taxing purposes.

The Supreme Court in its opinion fell into the same error as did the Mercer County Board of Taxation, in that it made Mr. Johnson's statement of the cost of reproduction new of the property in 1910 a basis for its taxable value as of the date of May 20, 1915. It is insisted that this is an absurd proposition.

In order to show that none of the testimony of Mr. Johnson could be made a basis for assuming that the taxable value of the property was as given in the report of the Mercer County Board of Taxation, and in the opinion of the Supreme Court, the subscribers have thought it best to reprint at this point the full testimony of Mr. Johnson offered by the municipalities. This testimony was as follows:

> "Q. Did you testify in the Public Utility case that you made a valuation of this property in detail, of the Trenton & Mercer County Traction Company, about 1910?
>
> A. Yes.

Q. What did you testify that you found the replacement cost of that property to be in that year?

A. I would have to refer to my notes.

Q. Did you not testify that you found the replacement cost in that year three millions of dollars?

Mr. Katzenbach: Objected to, on the ground that we must determine the value of this property as of May 20th, 1915.

Mr. Record: I am coming to that.

Q. Isn't that a fact?

A. It was about that, yes.

Q. Didn't you testify that since that time down to the fall of 1915, when the case was up, that some eight hundred thousand dollars had been spent upon that property in addition, in putting additions to it, beyond what you found there in 1910?

A. I testified that money had been expended for road and equipment and rehabilitation.

Q. Did you testify that the replacement of the value of the property controlled by the Trenton & Mercer County Traction Company was, in the fall of 1915, in excess of $3,400,000 tangible property?

A. May I ask you to repeat that?

Q. Did you testify that the replacement value of the property in the fall of 1914 exceeded the sum of $3,400,000?

A. Yes, new.

Q. Replacement new. How much of that property had been put into use, purchased since May 20th, 1915?

A. I don't know as I quite get that.

Q. You made that value as of the fall of 1915, didn't you?

A. Yes.

Q. Was there any particular change between September, 1915, and May 20th, 1915?

A. Yes, we had done something. I think, to correct the record, that you said 1914 at first.

Q. Perhaps I did. It should be corrected.

A. During the season of 1915 we reconstructed about 5,000 feet of track, single track, except that 1600 feet of that was the old rail which had been used in the reconstructing. Besides the ties used in that section of the track we replaced with new ties about 12,500 old ties. We made maintenance and repair expenditures, and the various other items of the property which would bring them up to condition. That was done between May and September, because that is the season.

Q. Did you testify as to the amount of depreciation when you gave this replacement value of exceeding $3,400,000, did you put another figure on it for depreciation?

A. I did not.

Q. Did you testify that, in your opinion, the value of this property, intangibles and tangibles together, was in excess of four millions and a half?

Mr. Katzenbach: That is objected to because it takes into this an element known as intangible value, which could not be a subject of inquiry before this board.

Mr. Record: That is the same point we have had up several times. It is a subject for argument. I don't introduce it for the purpose of taxing that, but for the purpose of arguing as to what is the real value of the tangible.

The President: Objection sustained. You can argue that.

Mr. Record: It was admitted before.

Mr. Katzenbach: This is an entirely different proceeding, Mr. Record.

Mr. Leuckel: It is sustained for the purpose of arguing.

(After argument.)

Cross-examination.

By Mr. Katzenbach:

Q. Mr. Johnson, as I understood your testimony, you said that your opinion was merely as to the cost of reproduction of the property, was it not?

A. Reproduction new, yes.

Q. Reproduction new, and you did testify on the subject of what you considered the value of the property to be for taxing purposes in that case, did you not?

Mr. Record: I object to that. I have asked this witness a narrow question as to what he estimated the cost to reproduce this property. I have not asked his opinion of value at all, but I have asked what he estimated the cost to reproduce it at. There is no question about taxation or rate making or anything else.

The President: Objection sustained."

This testimony of Mr. Johnson is the evidence by which the Mercer County Board of Taxation in its return seeks to justify the increased assessments placed upon the property of the appellant, and is the evidence relied on by the Supreme Court to uphold the decision of the Board of Taxation. A reading of the testimony shows that the valuation of $3,400,000 was the cost of replacement new of the property of

the appellant. The true value of the property as of May 20th, 1915, which would be the value of the property in the depreciated condition in which it must necessarily be as of that date, was not given and the board would not permit Mr. Johnson to give the value of the property for taxing purposes. As the question for determination was the value of the property for taxing purposes as of May 20th, 1915, it is apparent that there was no evidence to the effect that the prosecutor company had valued its property at $3,400,000, as recited in the return to the writ of certiorari in this case by the Mercer County Board of Taxation.

It is equally apparent that the Supreme Court was not justified in using the following language in its opinion:

> "In this situation" (meaning the acceptance of the Johnson valuation and the Betts appraisal and the Board of Public Utility Commissioners' report) "we must assume, in the absence of evidence to the contrary, that the county board acted properly, and upon due proof, and that the burden of proving facts to decrease the assessment rested upon the prosecutor. Newton Trust Co. vs. Atwood, 77 N. J. Law, 141, 71 Atl. 110.
>
> "In the absence of such affirmative proof upon the part of the prosecutor, it was open to the county board to rest its judgment after due consideration of the testimony, upon any estimate of value varying from the minimum figure to the maximum estimate of these estimates, and a judgment based thereon establishing the fair market value of these properties cannot be said, without some affirmative proof to support the contention, either to be unreasonable or without a substantial basis of fact to support it."

There was no maximum estimate, if we exclude the reproduction cost new valuations, such as the Supreme Court said existed.

The only testimony which can be considered as evidence offered by the municipalities to prove the value of the property was the testimony of E. C. Rand. This evidence is not of the value as of May 20, 1915, as the valuation of Mr. Rand was made in the month of October, 1915.

Mr. Rand testified that the then value of the property inside and outside of the city of Trenton was $1,709,223.40 (see return to writ, p. 36, l. 26). Without now going into the errors of this appraisal, which will be taken up later, the attention of the Court is directed to the method followed by the Mercer County Board of Taxation in arriving at the valuation of $2,064,727, which it placed upon the property of the appellant.

Mr. Rand, in his testimony, placed values upon the real and personal property of the appellant in the city of Trenton and in each of the taxing districts outside of the city of Trenton. He testified that the property in the city of Trenton had a present value of $1,324,592.20, divided into the following items:

Tracks and overhead constructs., special work, etc.,	$477,985.20
Power Plant,	268,686.00
Car Barn,	152,392.25
Cars & other Rolling stock,	299,000.00
Real Estate,	126,528.75
	$1,324,592.20

(P. 113, *et seq.*)

Mr. Rand also testified that the value of the appellant's property in the various townships which had taken appeals was as follows·

Hamilton Township,	$143,122.
Lawrence Township,	74,565.
Ewing Township,	
Trenton Junction branch,	8,224.
Pennington branch,	30,785.
Hopewell Township,	67,477
Princeton Township,	27,713.

The Mercer County Board of Taxation took the estimates of Mr. Rand in each of the taxing districts, as above given, and then added to his estimate in each of these taxing districts 20 per cent. of the estimate of Mr. Rand, which produced the following result:

City of Trenton,	$1,589,510.64
Hamilton Township,	171,745.00
Lawrence Township,	89,475.
Ewing Township,	
Trenton Junction branch,	9,870.00
Pennington branch,	36,940.00
Hopewell Township,	80,970.00
Princeton Township,	33,255.00

The increases in taxes for the year 1915 resulting from this method of assessing the appellant's property were as follows:

City of Trenton,	$769,400.00
Hamilton Township,	121,435.00
Lawrence Township,	59,475.00
Ewing Township,	
Trenton Junction branch,	6,370.00
Pennington branch,	23,440.00
Hopewell Township,	53,970.00
Princeton Township,	26,755.00

There being no appeals by the borough of Pennington, the borough of Princeton and the borough of Hopewell, the assessments upon the property of the appellant within those boroughs remained the same.

It has been pointed out that the Mercer County Board of Taxation in its return seeks to justify these assessments upon the theory that the appellant's president testified to a total value of $3,400,000 (p. 36). There is no such testimony, as heretofore shown. The only evidence therefore before the board of taxation was as to a value of $1,709,222.40, to which they arbitrarily added 20 per cent., making the total assessment of the property $2,064,727 for the year 1915, or an increase of $1,060,845 over the original assessments as made by the local authorities. Was the Mercer County Board of Taxation justified in making this arbitrary increase of 20 per cent. upon the valuations given by this witness, Mr. Rand, for the municipalities?

This question has been definitely answered by the Court of Errors and Appeals in the case of *Long Dock Company vs. State Board of Assessors,* 86 N. J. L. 592, where that Court held that where all the evidence is for a valuation very much lower than that fixed by the board, and the board has added 20 per cent. to the valuations on which the expert witnesses were in substantial accord, it was a case of palpable error to add the twenty per cent. which requires the Court to set aside the assessment.

The case of the Long Dock Company was a proceeding against the State Board of Assessors, but the rule applied in that case applies to assessments upon properties made under the general tax act. See *Royal Manufacturing Company vs. Rahway,* 75 N. J. L. 416.

In the present case the members of the Mercer County Board of Taxation which added this arbitrary increase of 20 per cent., had no expert knowledge of the property being assessed and also had made no examination for the purpose of making the

assessment of any of the property which it assessed. This was testified to by the president of the board, Mr. Frank R. Adams, whose testimony is found on pages 336, *et seq.* It was stipulated that the testimony of the other members of the board would be the same as that of Mr. Adams, namely, that they had not made any inspection of the property for the purpose of assessing the same. The lack of expert knowledge was accentuated by the cross-examination of Mr. Adams, president of the board, by Mr. Record, who asked Mr. Adams the following questions (p. 339, l. 12):

> "Q. Mr. Adams, you were not an expert in the valuation of railway property in any way, yourself?
>
> A. No, sir.
>
> Q. You were obliged to rely upon the evidence produced in this case as to value?
>
> A. Absolutely."

This case therefore cannot fall within the line of the case of *Long Dock Company vs. State Board of Assessors,* 89 N. J. L. 108, where Messrs. Record and Hendrickson, members of the State Board of Assessors, took the stand and qualified to the satisfaction of the Court as experts upon the valuation of railroad property.

The Supreme Court in its opinion said, speaking of the case of *Long Dock Company vs. State Board of Assessors,* 86 N. J. L. 592, as follows:

> "The rationale of the doctrine of that case was that the subconscious knowledge of the members of the State Board of Assessors could not be injected into the case as an evidential factor upon which to base its judgment of value, because it lacked the essential requirements of

juridical proof. That criticism is not applicable to the case *sub judice,* since the testimony adduced was admitted and treated with all the formal requirements, and subject to all the scrutiny and criticism that characterize opinion evidence in a formal litigation *inter partes,* at law or in equity."

This case was not cited by the appellant in the brief filed on its behalf in the Supreme Court on this point, but was cited for the purpose of showing that where there was no evidence to support a judgment or finding the judgment or finding must be set aside, for, as Mr. Justice Swayze said in the Long Dock case, "It is well recognized and on the plainest principles of justice that the judgment, even of a Court, is erroneous if there is no evidence to support it, since without evidence the judgment is no better than an arbitrary edict."

There is and can be no dispute as to the method by which the Mercer County Board of Taxation arrived at the valuations placed upon the property. They took the estimate of Mr. Rand in each of the taxing districts and added thereto an arbitrary 20 per cent. This is shown by taking the estimate of Mr. Rand in each of these taxing districts and adding 20 per cent., which in each instance, makes the amount which the board found in its judgment as the valuation of the property in that taxing district.

The secretary of the Mercer County Board of Taxation after stating that this was the method employed gave to the counsel for the appellant a statement of the method and the figures arrived at by the board in which in each of the taxing districts he gave the estimate of Mr. Rand and then added to the same 20 per cent. (pp. 325, 326, 330 and 331).

The secretary did not deny that these figures had been given and the figures of the city of Trenton were submitted to the counsel for the appellant in the handwriting of the secretary. Moreover, the president of the board in his testimony (p. 338, l. 23) stated that the 20 per cent. was correct and that the secretary made the apportionment on that basis and that after the secretary had made the computation by adding the 20 per cent., the board acted by making the increase on the figures of the secretary made on that basis (p. 339). The president further stated (p. 343, l. 29) that the board felt that it did not have any evidence except that submitted by the petitioner municipalities.

The writ of certiorari in this case was in the usual form, commanding the Mercer County Board of Taxation to submit in its return to the Supreme Court "the grounds, reasons and legal principles upon which you proceeded in your said determinations and judgments."

The return filed did not do this as will be observed from reading the language of the return to the writ, which merely recites "The legal principles upon which we proceeded in these determinations and judgments were that property must be assessed by uniform rules at its true value, as shown by the evidence presented in the case." The failure of the board to comply with the mandate of the Supreme Court in its writ was called to the attention of the Supreme Court and a rule was made by Mr. Justice Trenchard directing that testimony be taken. Under this rule testimony was taken which showed that the board had not acted in making the assessments even according to the principles which it cited in its return, because the judgments show that the assessments were not based upon the evidence but

were arbitrary assessments of the board made without evidence upon which to base them.

On this ground it is submitted that the assessments as found by the Mercer County Board should be set aside.

POINT TWO.

THE VALUATION PLACED UPON THE PROPERTY OF THE PROSECUTOR BY MR. E. C. M. RAND, EXPERT FOR THE MUNICIPALITIES, WAS PALPABLY IN MANY PARTICULARS ERRONEOUS.

(a) The eighth reason assigned by the appellant for the setting aside of these assessments was that the assessment made upon the property in the city of Trenton included part of the paving done in said city of Trenton by the appellant and its lessor and predecessor companies in accordance with ordinances, which pavement did not constitute a part of the property of the prosecutor.

On page 121 of the Record, Mr. Record stated as follows: "Mr. Katzenbach, in the paving proposition they originally make the proposition that we put in the paving as though it was paving. In this testimony we deduct the paving. That is to your benefit and not to us. We deduct the paving but we retain the paving foundation upon which it is laid. The actual paving we estimate is not property on which you can be taxed and we have not put it in. That is the difference in the figures." In other words, the upper portion or surface of the paving was not included in the valuation of Mr. Rand, for taxing purposes, but the foundation of the pavement was.

One of the reasons assigned for the setting aside of these assessments is that the board assessed a paving foundation under all pavements which the street railway companies had laid in accordance with the terms of its franchises granted by local ordinances. This item of paving foundation added to Mr. Rand's estimate the sum of $63,000, to which he also added 15 per cent. (p. 157, l. 30), for contingencies, etc., making $72,450. This was the estimate of Mr. Rand for concrete paving base on paved streets, but he admitted that he had no knowledge whether such a base existed under all streets (p. 168, l. 20).

It being conceded that the upper part of the pavement is not taxable, it seems a strange proposition that the base of the paving should be taxed. The testimony showed that were there no street paving there would be no concrete foundation (p. 227, l. 35, and p. 228, ll. 1 and 2).

It needs no argument to demonstrate that a foundation of a pavement is as much a part of the pavement as the superstructure imposed upon the foundation, just as the foundation of a house is as much a part of the building as the superstructure.

The estimate then of Mr. Rand for this street paving foundation, which was $63,000, to which he added 15 per cent., and to which the county board added another 20 per cent., is an item it is insisted upon which no assessment can be properly made nor any tax levied.

(b) Mr. Rand testified that he had apportioned the values that he had arrived at between the city and each township and borough upon a mileage basis. He took the mileage of the track in each of these taxing districts as a basis, and made, among other things, a distribution of the overhead con-

struction and feeder system in proportion to the mileage. The feeder system could not be based upon mileage for the reason that the purpose of the feeder system is to carry current to places distant from the power house and the distance from the power house determines the amount of the feeder used, so that there would be more feeder wire, which is composed of copper and is costly, in one taxing district than in another. Mr. Rand made the feeder the same for each mile of track, whereas it is apparent that the feeder wire has no relation to track.

Mr. Rand makes what he did very clear on page 139 of the Record where he said, "I took the track work and separated the special work, bridges, stations and rails. Then to that is added also the overhead work and the feed wires. And then this is distributed on the unit mile basis." He was then asked, "Q. You said on the unit mile basis? A. Yes, on the mile basis as a unit." In answer to "Q. There was no difference in your calculation with reference to the length of time particular track had been down either in the township of Lawrence or Hamilton?", Mr. Rand replied, "A. It would not show at all."

From this it appears that the whole principle of Mr. Rand's valuation was erroneous. He would assess a mile of track in Lawrence Township, which may have been built for 15 or 20 years, at the same price as he fixed for a mile of track in Hamilton Township, which may have been laid within the past five years. He did not take into account the weight of rail, or ties, or anything entering into track or overhead construction, arbitrarily apportioning everything on a unit mile basis. (P. 138.) The unfairness and illegality of this is apparent when you consider that each of these taxing districts had a different tax rate.

(c) One of the reasons (eleventh) assigned for setting aside the assessments is that there was included in the estimate of Mr. Rand a line of street railway (2.16 miles) unconstructed and unoperated. This was admitted in the testimony of Abram Swann, who gave the number of miles of track of the prosecutor company (p. 173, l. 20) and admitted that the Crosswicks extension of 2.16 miles was included.

(d) Mr. Rand in giving an estimate of each class of property valued by him, added to his estimate arbitrarily 15 per cent. He testified on page 114, line 20, as follows: "To each of those items is added 15 per cent. for contingencies, including engineering, superintendence, omissions, administration, management, insurance, incidentals and builders' risk. That amounts to a total sum of $354,691.84." In other words, after determining what he considered to be the value of each item, he added 15 per cent. thereto. It is unnecessary to go into each one of those items to which 15 per cent. was added, as the falacy of such an addition can be well pointed out by taking a few of the items as examples.

Mr. Rand testified that he took the real estate at the assessed value, because he was not qualified to make a valuation of the same. This assessed valuation was $110,025. To this he added for "contingencies, including engineering, superintendence, omissions, administration, management, insurance, incidentals and builders' risk," 15 per cent. How could real estate, of which he admittedly knew nothing and of which he took the assessed valuation, have 15 per cent. added thereto for superintendence, builders' risk, etc.?

Another example of this addition of 15 per cent. will probably suffice. He estimated the reproduc-

tion cost of the cars and other rolling stock at $400,000. Mr. Rand stated on page 160 that the double truck cars of the appellant could be purchased for $5300 apiece. These cars were purchased in ten car lots, that is to say, ten cars at a time, costing $53,000. To this amount, notwithstanding that the purchase price of such a lot of cars delivered was $53,000, Mr. Rand, in fixing the value of such a lot of cars, added 15 per cent., or $7950, for what he termed "contingencies," "engineering," "superintendence," "omissions," etc.

These are specimens of the methods used by Mr. Rand to boost the value of the property of the appellant.

(e) The only evidence offered by the municipalities as to the value of the appellant's property was, as has been stated, the testimony of Mr. Rand. The fact that no inspection of the property was made by the members of the Mercer County Board of Taxation and that they relied wholly upon the testimony of Mr. Rand has also been pointed out.

The county board increased the assessment of the power house lot $41,950. This was originally assessed by the local Board of Taxes and Assessment of the city of Trenton at $34,500. The local board, of course, had made a personal examination of the real estate and swore in making their return that they had placed upon it the true market value.

The county board added $41,950 to this valuation without any evidence as to its value and without the members of the board having any expert knowledge or even having seen the real estate. (P. 330, l. 30.)

Another illustration of the same method of assessment for taxes is the car barn real estate. The county board increased the assessment upon the car

barn lot and building $54,900. It had originally been assessed by the local Board of Taxes and Assessment of the city of Trenton at $55,150. The county board added $54,900 to this valuation without any evidence being presented to it as to its value and without the members of the board having any expert knowledge or even having seen the property.

(f) One of the most startling instances of the methods of the Mercer County Board of Taxation is found in fixing the assessment on "property in the streets" of the city of Trenton.

Mr. Rand testified that the present value of the property in the streets of the city of Trenton was $477,985.20. This included the paving foundation of $63,669.24 and the 15 per cent. for contingencies, etc., of $62,345.90. The Mercer County Board of Taxation took this item of $477,985.20 (p. 330), and with other items of property in the city of Trenton added to it 20 per cent., making the total of these items $1,589,510.64. On pages 330 and 331 are found the divisions of these items and the separate increases made by the Mercer County Board of Taxation. After fixing these increases upon the various items of property and finding that they footed up to $954,740, exclusive of "property in the streets," they then deducted this item of $954,740 from $1,589,500 ($10.64 having been thrown off) and found that the difference was $634,760. They then assessed "property in the streets" of the city of Trenton at $634,760, so as to make the total assessment within the city of Trenton the amount of Mr. Rand's figures plus the 20 per cent. which it arbitrarily added.

This method of fixing the valuation of property

in the streets increased the assessment $156,774.80 above the figures given by Mr. Rand, which, as has been stated, included the paving foundation of $63,-669.24 and the arbitrary 15 per cent. added by Mr. Rand of $62,345.90.

The result of this method was to add to the property in the streets an additional 20 per cent. on all real estate and also 20 per cent. on the increase in the power house real estate and building, and 20 per cent. on the car barn real estate and building. Nothing in the way of assessing property could be more ridiculous.

(g) Mr. Rand estimated the present value of the power plant at $268,686, and the car barns at $152,-392.24. The real estate he gave as $126,528.75. In the power plant and car barn he estimated the value of the land as well as the buildings. In the real estate item of $126,528.75 there was also included the value of the power house building and the car barn buildings so that in the estimate of Mr. Rand the power house building and the car barns were included twice. (P. 330.)

(h) The Mercer County Board of Taxation fixed as the value of the contents of the car barns the sum of $116,978. There was no evidence to sustain this amount. Mr. Rand had testified that he valued the car barns and contents at $152,392.25. On page 161, he was asked the following question:

> "Q. Let me ask you as to how you fix the car barns and contents, just what valuation do you make in detail?
>
> A. I am sorry I haven't it here. I could give it to you but at the present time I can't. It is in my data at the capitol."

The Mercer County Board of Taxation (p. 331) fixed as the value of the car barns $152,392. From this they deducted the amount added by them to the real estate which was $54,910, leaving $97,482 as the value of the contents of car barns (which did not include rolling stock). To this the board added 20 per cent., or $19,496, making the amount of $116,978.

The only contents of the car barns is the machine shop machinery and tools, which were of a value of approximately $7500, so that in this item alone there was added by the county board to the true value of the contents of the car barns $109,478.

It would be a work of supererogation to go over all the reasons assigned for the reversal of the assessments of the county board, but the most flagrant errors of the county board have been given above and will suffice to show the extraordinary methods followed by the county board in assessing the property of the appellant in this proceeding.

POINT THREE.

In conclusion, the prosecutor desires to call attention to the fact that in the testimony of Mr. Rand there were given no details by which the appellant could tell in any group of property the valuation upon each item of that group. Mr. Rand was frequently asked for these details, but he could not give them.

The board also declined to consider testimony offered by the appellant and so limited the time of the hearing that the appellant was unable, within the time allowed by the board, to offer any evidence as to the values for taxing purposes of the various groups comprising its property.

A reading of the Record will show that the whole proceeding was highhanded, partial, unfair, oppressive and illegal, and designed to mulct the appellant and reimburse the city of Trenton for the fees paid to its counsel and experts in the ticket case, and should not be tolerated in a court of justice.

For the reasons given in this brief it is respectfully submitted that the assessments made by the Mercer County Board of Taxation should be set aside and the decision of the Supreme Court reversed.

Respectfully submitted,

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(1915 Tax Case.)

NEW JERSEY
Court of Errors and Appeals

TRENTON AND MERCER COUNTY TRACTION CORPORATION,

Prosecutor,

vs.

THE MERCER COUNTY BOARD OF TAXATION, THE INHABITANTS OF THE CITY OF TRENTON, THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF MERCER, THE TOWNSHIP OF PRINCETON IN THE COUNTY OF MERCER, THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, THE TOWNSHIP OF HOPEWELL IN THE COUNTY OF MERCER, AND THE TOWNSHIP OF HAMILTON IN THE COUNTY OF MERCER,

Defendants.

On Certiorari.

Brief for Defendants.

(This litigation is known as the 1915 Tax Case.)

STATEMENT.

In the summer of 1915 the Trenton and Mercer County Traction Company, the prosecutor in this case, notified the city officials of the City of Trenton that it would discontinue the sale of six tickets for a quarter

upon its street railway system. The City of Trenton immediately applied to the Board of Public Utility Commissioners for an order preventing the withdrawal of these tickets, which order was granted. Thereafter a formal proceeding was undertaken to determine the right of the company to discontinue the sale of these tickets. The issue in that case was whether the existing revenue of the company afforded to it a fair return upon the value of the property of the company devoted to the public use. Much testimony was taken on behalf of the company and on behalf of the city. The company submitted complete valuations of its property upon the basis of cost of reproduction new, which were in excess of $3,500,000.

After the conclusion of this case the City of Trenton and the other municipalities of the county joined in an application to the County Board in which the facts of the value of this property as shown by the company in the rate-making case were set out, and the County Board of Taxation was petitioned to review the assessments in the City of Trenton and the various other municipalities which had been made prior to the disclosures of value made by the company in the rate-making case.

The County Board of Taxation entertained this petition and fixed a time for a hearing, which was held before them. The municipalities in which the property of the company is situated all appeared, and the testimony of various witnesses was offered on behalf of the city and these municipalities, including Mr. Rankin Johnson, the President of the Street Railway Company, who was put on by the municipalities to verify the statements which he had made before the State Board of Public Utility Commissioners as to the value of the property of his company, upon the basis of the cost of reproduction new. No testimony was offered upon this hearing before the County Board by the Traction Company, the prosecutor in this case.

The case therefore comes up before this Court solely upon questions of law.

The prosecutor has assigned thirty-six different reasons, all of which are reducible to the points hereinafter considered in this brief.

POINT I.

Claim of Lack of Jurisdiction Considered.

In the first reason the prosecutor challenges the jurisdiction of the County Board of Taxation. The act establishing the County Board of Taxation is known as Chapter 120 of the Laws of 1906, and appears at page 210 of the session laws of that year. Section 3 of said act reads in part as follows:

> "It shall be the duty of each of such county boards to meet from time to time, as they shall deem proper, and any taxpayer feeling aggrieved by the assessed valuation of his property in such county, or feeling that he is discriminated against by the assessed valuation of any other property in such county, or any taxing district which may feel discriminated against by the assessed valuation of property within such taxing district, or by the assessed valuation of property in any other taxing district in such county, may, within such time, and upon such terms as the said board shall by rule prescribe, file a petition of appeal to such board, setting forth therein the cause of complaint, the nature and location of such assessed property and the relief sought. Such board shall thereupon make such order respecting the time and manner of hearing such appeal as they shall deem just, and shall summarily hear and determine such complaint and revise and correct such assessments, in accordance with the true value of such taxable property."

Section four of said act provides as follows:

> "Such boards may adjourn from time to time in the discharge of their duties, and shall have the power, after investigating, to revise, correct and equalize the assessed value of all property in the respective taxing districts; to increase or decrease the assessed value of any property not truly valued, to add to said lists and duplicates any property which has been omitted or overlooked at its true value, and in general to do and perform all acts and things necessary for the taxation of all property in said county equally and at its true value."

We submit that these provisions of the act give to the County Board of Taxation precisely the power which it has exercised in this case.

We submit further that the County Board of Taxation was established for the express purpose of equalizing, either upon petition of aggrieved persons or municipalities or upon its own motion, assessments not only as between individual property owners, but as between the total tax levy of the different taxing districts of the county.

As soon as Mr. Johnson and others on behalf of the company in the rate-making case had set forth under oath their claims of valuation of some $3,500,000 upon property which was assessed at about $800,000, there was immediately created a situation which required the County Board to revise the assessments of the prosecuting company. The record shows that proper petitions to this end were filed at appropriate and legal times by the City of Trenton and by the other municipalities of the county in which the road of the Traction Company is situated, and that after due notice an elaborate hearing was had and evidence taken, and a judgment reached in accordance therewith.

The prosecuting company assigns as reason number five that it received no notice of the application of the

Township of Hopewell. We submit that this is immaterial at this stage of the case. The company actually appeared before the County Board in response to notices notifying it of the petitions of appeal of the City of Trenton and the various other municipalities. If by some inadvertence it received no notice of the petition of the Township of Hopewell, no harm has been done to it, and the omission was cured as a matter of law by the subsequent proceedings. The company appeared before the County Board, listened to all of the testimony as to the value of the property in the Township of Hopewell, had full opportunity to rebut the same, and put in no evidence whatsoever either in reference to that township or any of the other municipalities.

Under these circumstances justice requires that lack of notice, if any there was, should be considered as waived.

POINT II.

Claim of Prosecutor as to Lack of Evidence of Value and of Discrimination Considered.

A large number of the prosecutor's reasons are included in the allegation that there was no evidence presented to the County Board of Taxation of discrimination, and none which supported or justified the judgment rendered by the County Board.

The prosecutor's claim as to discrimination seems to be that because no evidence was given on the point of discrimination specifically and by that term, that the evidence was not sufficient to sustain the judgment.

It is sufficient to say as to this point that if the evidence before the County Board showed that the property of this company was worth more in any taxing district than it had been assessed for by the assessors in such taxing district, that of itself is discrimination. The presumption of law is that all the other assessments not complained of are properly made.

If the evidence shows, as it does in this case, that this property was grossly undervalued by the assessors of the respective municipalities, then that is the very essence of discrimination as against all the other municipalities, in which property had been presumptively properly valued, and as against all the property owners in such municipalities whose property had been presumptively properly assessed.

The claim that there was no evidence to sustain the judgment of the County Board is answered by an inspection of the record.

In the return to the writ (Record, p. 36), the Board says:

> "And we do further certify and send to the Honorable, the Justices of the Supreme Court, within mentioned, as we are commanded to do in said writ, the grounds and reasons upon which we proceeded in our said determinations and judgments were as follows: The testimony of the witnesses called on both sides as to the true value of the property assessed. Witnesses on behalf of the prosecutor company testified to a total value of three million four hundred thousand dollars ($3,400,000), and gave details and items of that valuation, and their reasons for arriving at the same. The witnesses on behalf of the defendant municipalities testified to a total valuation of two million three hundred seventy-nine thousand eight hundred fifty-one dollars and ninety-five cents ($2,379,851.95) as the reproduction value, and one million seven hundred nine thousand two hundred twenty-two dollars and forty cents ($1,709,222.40) as the depreciation (or present) value, and gave the details and items of that valuation, and their reasons for arriving at the same."

This statement is abundantly borne out by the record. The testimony offered by the municipalities may be summarized as follows:

The testimony of Rankin Johnson, President of the prosecutor company:

Mr. Johnson, produced by the municipalities, was asked if he had in the rate case testified as to the value of this property, and if that testimony was true, to which he answered "Yes." He testified that he had in that case stated that in 1910 he had made a valuation of the property of the company, which is the subject of this litigation, upon the basis of the cost to reproduce the property new, and that such cost was in the neighborhood of $3,000,000. He further testified that from that time down to the fall of 1915 he had spent some $800,000 upon the property in putting additions to it for what he termed "rehabilitation and replacement." (Record, p. 221.)

The municipalities put in evidence copies of this valuation of Mr. Johnson's in 1910, and they appear in this record as exhibits on pages 244, 245, 246, 247, 248, 249, and annexed to page 250. These are copies of exhibits offered by Mr. Johnson in the rate-making case, and signed with his own signature at the bottom. In brief, these exhibits show the following valuations:

Car Equipment, ...	$350,000.00
Machinery at Power House, ...	300,000.00
Trolley and Feed Construction, ...	320,000.00
Track and Overhead, ...	2,100,000.00

This aggregates $3,070,000, and does not include anything for the car barns, repair shops, tools and adjacent real estate, which are valued by witnesses in this case at over $100,000.

In addition to this valuation made in 1910, Mr. Johnson not only testified that he had spent $800,000 on what he calls "rehabilitation," but there was offered in evidence in the case a statement by Mr. Johnson, showing the details of these expenditures for additions and betterments since October 15, 1910, aggregating over $821,000. This statement appears as an exhibit upon pages 289–290 of the record.

This is the evidence of Mr. Johnson, the President of the company.

There is also in the case as an exhibit a report made by Mr. Betts, an engineer of the Public Utility Commission, containing a summary of the valuation of this company on the basis of its cost of reproduction new, made by Mr. Betts for the Utility Commission in the fall of 1910, about the same time that Mr. Johnson made his valuation. This valuation was made because of the application of Mr. Johnson's company for permission to issue bonds, and the Commission, before granting this permission, had its own engineer make an appraisement of the value of the company upon the basis of the cost of reproduction new. This report shows that Mr. Betts' valuation in 1910 was $2,600,000. (Record, p. 263.)

There is also in the case the evidence of Messrs. Rand and Brackenridge, witnesses who appeared for the City of Trenton in the rate-making case. They testified that they had made an inspection of the property, and they give their estimate of value, based upon the cost of reproduction new, as $2,379,851.95. The details of this valuation appear in the exhibits printed on pages 230 to 243, inclusive, of the record.

Mr. Swan, who has been connected with the City Engineer's office for upwards of thirty years, also testified in a general way to the correctness of the lengths of the company's tracks and other details used by Messrs. Rand and Brackenridge in making up their assessments.

The Board also had before it as an exhibit the report of the Board of Public Utility Commissioners, which appears in this case at page 303, in which the Board considers at length the evidence submitted before it as to the value of this property upon the basis of cost of reproduction new less depreciation, and finds that the value of the physical property new as of September 30, 1915, was $2,905,500. (Record, page 312.)

The Board therefore had before it testimony upon the basis of cost of reproduction new of this property in 1915, ranging from $2,300,000 to over $3,500,000, and in the exercise of its discretion was at liberty to fix any amount between these figures as the cost of reproducing this property new, according as it was impressed by the testimony of these different witnesses and exhibits.

The question then arose as to how much this property had been depreciated. Upon this point the Board had the testimony of Mr. Johnson, which was to the effect that his valuation of over $3,000,000 in 1910 was on the basis of replacement new, and did not make any allowance for depreciation. He testified, as we have before stated, that between 1910 and 1915 he had expended over $800,000 in what he called "rehabilitation" of the company, and the exhibit to which we have previously referred shows the exact character of the improvements for which this money was expended.

From this testimony it is reasonable to infer that the property in 1915 had been put in a thoroughly good condition, and that the depreciation was comparatively small.

Upon the basis of Mr. Johnson's testimony, therefore, a valuation of $3,000,000 after allowing for depreciation would seem to be entirely fair.

The Board had before it on the subject of depreciation also the report of the Board of Public Utility Commissioners, hereinbefore referred to, in which they valued the property new as of September 30, 1915, at $2,905,500, and out of which they have deducted certain items, described on pages 312 and 313 of the Record, for depreciation, leaving the depreciated value, according to the judgment of that Board, on September 30, 1915, $2,685,500. (Record, p. 313.)

The Board also had before it on the subject of depreciation the testimony of Messrs. Rand and Brackenridge, of $1,709,222.40 as the cost, less depreciation.

Here then is an elaborate array of valuations of the property of this company by competent witnesses and by the Board of Public Utility Commissioners. If the testimony is confined entirely to the witnesses who actually testified in person before the County Board of Taxation, that Board had before it elaborate testimony as to the exact quantities of material in the company's property, a complete list of its cars and machinery, a description of its real estate, and a careful inventory of every important item of property owned by the company, and the valuations upon these items carefully made, ranging from Mr. Johnson's valuation to the valuation of Messrs. Rand and Brackenridge. From this evidence, in the exercise of an honest discretion, it was possible for the County Tax Board to find a judgment of the total valuation of this company's property anywhere from $1,700,000 to $3,500,000.

In the exercise of this discretion it actually found a valuation aggregating $2,018,755. It then apportioned this valuation among the different municipalities by a method which will be hereinafter considered.

We submit, therefore, that there is abundant evidence in this case from which the Board could reasonably arrive at its final judgment.

POINT III.

The Claim of Illegality in Making the Assessment Analyzed.

After the writ of certiorari was obtained in this case the prosecutor obtained a rule to take testimony, and took the testimony of prosecutor's counsel, Messrs. Katzenbach and Hunt, and the testimony of the President of the Board, and it was stipulated that the other members of the Board would testify to the like effect as the President testified.

From this testimony the prosecutor aims to invalidate the judgment, apparently upon the ground that the

Board followed an illegal method in arriving at its judgment.

Messrs. Katzenbach and Hunt testified to conversations had by them with Mr. Hartpence, the secretary of the Board, as to the way the valuations were made up by the Board and the amounts in the different municipalities. Their testimony is to the effect that Mr. Hartpence said that the Board took the estimate of Messrs. Rand and Brackenridge, upon the basis of cost less depreciation, and added twenty per cent. to it, and thus arrived at their judgment. To the taking of this testimony counsel for the municipalities strenuously objected on the ground that as Mr. Hartpence was available he was the man to testify, if any such testimony was proper, and that the testimony of counsel as to conversations with this clerk of the Board was hearsay, and that the testimony of the clerk of the Board was itself incompetent. We here strenuously renew that objection.

This judgment was rendered nearly a year before the taking of this testimony of the clerk of the Board, and the Board itself was composed of several members. To undertake a year after a judgment upon a complicated and difficult subject had been rendered by a Board composed of several members, to take evidence as to how the Board arrived at its final figures, and that evidence the statement of a clerk, seems to us to be entirely incompetent as testimony.

But assuming the testimony to be competent and relevant and therefore admissible, we submit that there is nothing in the testimony of this clerk that in any way invalidates the judgment of the County Board or renders its findings illegal. The President of the Board, while naturally not clear as to everything that was said and done at the conferences of the Board after the lapse of a year, testified that they considered the figures submitted by Mr. Brackenridge and Mr. Rand and considered Mr. Johnson's testimony and all the exhibits

offered in the case, and from all of that testimony they arrived at that decision. He states that they had before them the testimony of Mr. Johnson and the exhibits supplementing his statements, showing the valuation on the basis of cost of reproduction new in the fall of 1910 of over $3,000,000. (Record, p. 340.) That they had before them the report of Mr. Betts, showing the valuation at the same time of about $2,800,000. They had the exhibits and the evidence showing that Mr. Johnson had expended over $800,000 for rehabilitation and replacement. He states that they debated all this evidence for many hours among themselves and that finally they used the Rand and Brackenridge figures of cost less depreciation as the basis of discussion. The members of the Board agreed among themselves that this valuation was too low, but they at first differed as to how much it was too low, their original judgments varying from ten to thirty per cent. (p. 338). After hours of discussion and weighing the evidence, they finally agreed upon a figure which is approximately twenty per cent. above the lowest depreciated value found by Messrs. Rand and Brackenridge (p. 338).

We submit that there is nothing in this that in any way invalidates the finding of this Board. In a complicated case involving hundreds and perhaps thousands of items, the only way in which a Board in considering the evidence can get anywhere, is to start with somebody's estimate and analyze that, and accept it or build upon it, or deduct from it. There is no other way in which to arrive at a judgment.

The Board could have taken Johnson's valuation and figured that it was too high, and subtracted a percentage from that and arrived at its judgment; or it could take the Rand and Brackenridge estimate of value new and deduct from that a percentage for depreciation, or it could take, as it apparently did, the Rand and Brackenridge depreciated estimate, and using it as a basis of computation, add to it a percentage which in their judg-

ment, gathered from the other evidence in the case, represents the true value of this property.

This is exactly what they did according to the testimony of Mr. Adams. He says, on page 342, that they considered and discussed among themselves all of these different elements of value made by the different witnesses; that they did not adopt any of these estimates of value as their final conclusion as to what was the true value; that they made up a final figure, using the Rand and Brakenridge low figure as a basis of computation, which represented their best judgment at the end of the discussion and after consideration of all of the evidence, as the true value of the property. (Record, pp. 342–343.)

The Long Dock Case.

In the argument before Mr. Justice Trenchard when application was made to take testimony for the prosecutor, counsel for the prosecutor claimed that the Hartpence statements indicated that the Board had t[aken] the Rand and Brackenridge statements and had arbitrarily added twenty per cent. to it, and that this brought the case within the rule laid down by the Court of Errors and Appeals in *Long Dock Company* v. *State Board of Assessors*, 86 *N. J. L.* 592, and we presume that that argument will be repeated here. We submit that the Long Dock case has no application to this case. In that case the facts appearing of record are that after the testimony submitted by the railroads as to valuation, and the testimony submitted by the State as to valuation of railroad property had been taken, individual members of the Board who possessed or claimed to possess expert knowledge as to the value of this property, had imparted their knowledge in a conference of the members of the Board to their colleagues, and that as the result of these arguments and statements the Board had added twenty per cent. to the valuations as found by the various witnesses; and

the Court held that whatever expert knowledge members of the Board had, it could not without cross-examination give the other members the benefit of that knowledge and then add an arbitrary figure over and above the highest valuation of any witness in the case. The opinion of the Court is summarized on page 601, to wit:

> "In this case, the members must have stated to each other in secret session their knowledge of the value of this property, unless they merely added the twenty per cent. in an arbitrary way —a procedure we cannot impute to them. Such a statement of the individual knowledge of each differs in no essential respect from testimony as to other facts except in its secrecy, in its lacking the sanction of an oath, and its freedom from the safeguard of cross-examination. So open to abuse is such a method, so lacking in the ordinary requirements of a hearing, that we may safely say that no man's property is safe from confiscation if taxing boards can without evidence and behind closed doors add twenty per cent. to a valuation on which sworn experts on both sides are in substantial agreement."

The facts in this case are entirely different. No member of the County Board professed to have any knowledge as an expert of the value of this property. They did not take the valuation as to which all of the witnessess agreed and then add twenty per cent., or any other percentage, to that, nor did they take the highest valuation and add twenty per cent. to that. On the contrary, they simply took, for the purpose of a basis for discussion and calculation, the lowest valuation, which they were unable in the light of the other valuations and evidence to accept, and after long debate upon the evidence itself, and without any member of the

Board imparting special knowledge to any other member of the Board, finally agreed upon a valuation twenty per cent. higher than the lowest valuation which they used as a basis for discussion. This valuation so found was far below the valuation shown by the testimony of Mr. Johnson, the report of Mr. Betts, the report of the Public Utility Commission, and the exhibits in the case, and was below the cost of reproduction new as found by Messrs. Rand and Brackenridge.

An inspection of the opinion in the Long Dock case will show that the Court cannot inquire into the methods pursued by a Board in arriving at its conclusions. Members of a Board or a jury cannot be examined as to the mental process by which they draw inferences from the facts and arrive at a verdict, provided there are facts in the record from which reasonable men could draw the inference that was arrived at.

In the Long Dock case the Court holds that there was no evidence before the Board which would justify the adding of twenty per cent. to the valuations upon which all of the witnesses are in accord.

The Court expressly holds, on page 598, in a review of the United States and English cases, that an umpire might be examined as a witness to ascertain whether he took into consideration matters not included in the reference, and therefore not within his jurisdiction, but that the operations of his mind in reaching his award were not the proper subject of examination.

We submit that if the testimony of Hartpence was competent, it goes merely to show the operations of the minds of the members of this Board in finally agreeing upon a verdict. It does not show or pretend to show that the Board did not have before it facts which would justify the conclusions to which it arrived, nor does it show that the Board took into consideration facts which were not brought to their attention in the evidence actually taken in the case.

We submit that this reasoning distinguishes this case from the Long Dock case, and that therefore the

Board, having before it evidence from which reasonable men could logically deduce the inference actually arrived at here, their judgment is in all respects in accordance with law, and should be sustained.

Counsel for the prosecutor may cite the judgment of the Supreme Court pronounced in the litigation known as the 1916 tax case (*Trenton and Mercer County Traction Co.* v. *The State Board of Taxes and Assessments, et al,* 103 *Atl.,* 413), as a determination of that court which is at variance with the findings of the Supreme Court in the case at bar. The 1916 case is clearly distinguishable from the one now under consideration, because the facts proved are different. After the 1915 tax case had been decided by the County Board, that Board notified all of the local boards of the valuation of the Traction Company property in each of the municipalities as found by the County Board, and those local boards followed that decision and made assessments accordingly for the year 1916. These assessments were appealed to the County Board of Taxation.

At the trial before that Board, however, the Traction Company instead of relying upon legal points as in the 1915 case, which is the case at bar, introduced elaborate testimony of valuation, showing the valuation from the company's standpoint of its property in the different localities, and the municipalities introduced the same testimony as was used in the 1915 case, supplementing it by other testimony. The County Board's decision was substantially the same as in the 1915 case.

The Traction Company then took an appeal to the State Board of Taxation. The case was tried before the State Board by stipulating into the case the testimony taken before the County Board and supplementing it by other testimony. In addition the State Board had an elaborate valuation made by its own engineer, Mr. Louis Foch.

Mr. Foch found a valuation entirely different from that testified to either on behalf of the municipalities or on behalf of the company.

He found a valuation of approximately $1,500,000 in the various municipalities, which he termed "average taxable value." Mr. Foch was not put upon the stand and neither side had an opportunity to cross-examine him or to determine what he meant by the term "average taxable value," except as was shown by the context of his report, to which no one had access until after the case was decided. The State Board stated, in substance, that it had taken Mr. Foch's figures and had added thereto the difference between those figures and the County Board's findings to represent the element of value inherent in the property as a going business and not as a dead plant.

The Supreme Court set aside this addition made by the County Board and arbitrarily fixed the valuation of this company's property at Mr. Foch's figure of $1,500,851.03.

If this case is urged as an argument on behalf of the company we submit the following answers to such contention.

In the first place the use of the valuation by Mr. Foch by the State Board of Taxation, without submitting Mr. Foch to cross-examination or putting his testimony in evidence, was a clear violation of the principles laid down in the Long Dock case. The same reasoning applies to the decision by the Supreme Court, which was obviously made upon the same evidence, Mr. Foch's report appearing in the printed record before the Supreme Court, although neither side had access to it until after the decision of the case by the State Board of Taxation. If the Long Dock case means anything it must mean that a decision based even in part upon the Foch report, either by the State Board of Assessors or by the Supreme Court, is invalid, but in this case both decisions rested upon Mr. Foch's report not in part, but

entirely. Therefore the Supreme Court case cannot be relied upon in this case by the Traction Company.

In the next place the Supreme Court opinion is made upon a record entirely different from the record in this case. In the 1916 case the Traction Company introduced elaborate testimony of numerous witnesses to show the valuation of their property, and the municipalities did the same, and in addition the State Board of Taxation had the Foch report, if this court should regard that as legal. In the 1915 case, the case at bar, the Traction Company introduced no evidence whatever. The record consists of the elaborate evidence of valuations offered by the municipalities, and of legal points raised by the traction company, which are treated elsewhere in this brief. This court is confined therefore to the record in this case, and any decision by the Supreme Court upon an entirely different record, although involving the same property, is without value as a precedent or as an argument in this case.

POINT IV.

The Sixth Reason Answered.

The next reason advanced by the prosecutor is that the assessments were not revised in accordance with the true market value of such taxable property.

If this means anything, it probably means that the method of arriving at a valuation in this case by ascertaining the cost of reproduction new and then making some deduction for depreciation is not a proper method of ascertaining the true market value of the property.

The answer to this is: That this is the only method by which it is possible to ascertain the market value of a going concern which has assembled a multitude of tangible units in the conduct of a single business. It is the practice followed by the State Board of Assessors in valuing railroad property since 1886, and it is the practice usually followed by taxing authorities

in valuing telephone, telegraph, electric light, gas and trolley properties.

A further answer to this point is, that the Board was governed by the evidence presented, and the prosecutor had an opportunity to present evidence of what they call true market value, and neglected to do so.

POINT V.

Seventh Reason Answered.

The seventh reason is that the assessment upon property in the streets of the City of Trenton included items of property not located in said city, to wit, signal system and special work.

There is nothing in the return as made by the city to show that this is so. But if so, then the Assessors of the City of Trenton, upon application of the prosecutor, would, of course, cut out that property from the local assessment, and it would be included in the assessment made by the assessors of the municipality in which the property actually was situated.

POINT VI.

Eighth, Ninth and Thirtieth Reasons Answered.

These reasons are that the assessment upon the property of the prosecutor in Trenton included the paving done by the company, and that no allowance was made for said paving or for any depreciation thereof.

The answer to this is that there is no evidence that the Board included in its assessment any amount for paving at all. Mr. Rand in his testimony (p. 161) states that he expressly omitted in his valuation the paving, but retained the concrete foundation upon which the pavement is laid, because that foundation is useful as a support of the tracks, and is therefore a part of the property of the company. An inspection of the

exhibits which Messrs. Rand and Brackenridge put in will show that no charge is made for pavement, as for example, in the table on page 234, the paving is expressly excluded.

But the complete answer to this point is that there is no evidence anywhere that the Board included the paving in its valuation.

We submit, also, that it is not clear that this paving account ought to be eliminated. So far as we have knowledge, this point has never been passed upon by our courts.

POINT VII.

Tenth Reason Answered.

This reason is that the assessment upon property in the streets of Trenton was based upon a distribution of the overhead construction in proportion to mileage, whereas said overhead construction has no relation to mileage.

There is no evidence that the Board made its assessments upon this principle. If the witnesses made up their valuations upon this principle, there is nothing in the record to show that the principle is unsound.

An inspection of the testimony will show that the witnesses Rand and Brackenridge made a careful inspection of the different kinds of rails and the different kinds of construction, both as to track and overhead, and made up their estimates upon the basis of the specific conditions thus found.

POINT VIII.

Eleventh and Twelfth Reasons Answered.

These reasons are that the assessment includes a proposed line of street railway unconstructed, unoperated, and unleased to the prosecutor, and without any

franchise and that the assessment upon said proposed line of street railway is made upon the same basis as the assessment made upon completed and operated lines of street railway.

The evidence shows that there is a short stretch of street railway property equipped for operation, but which has not been operated because it is not connected over or across the tracks of a steam railroad with the other tracks of the company.

There is nothing in the evidence to show that this does not belong to the prosecutor. If it belongs to some other corporation it is perfectly simply to have it separated and assessed to that corporation on application to the assessors.

There is nothing to show that the proper valuation has not been placed by the Board upon this part of the property.

The testimony of the witnesses is that they inspected this as well as the other property, made a calculation as to the cost of reproducing it new, figured the portion of the life that had expired, and arrived at a depreciated value upon that basis. This principle is applied to this property as well as to the rest of the property by the witnesses.

POINT IX.

Thirteenth Reason Answered.

This reason is that the assessment upon property in the streets of the City of Trenton includes overhead construction in car barns, which is also included in the assessment upon said car barns.

We submit that there is no evidence in the findings of the Board to show that any such double assessment was made by the Board.

POINT X.

Fourteenth, Fifteenth, Sixteenth and Seventeenth Reasons Answered.

These reasons are to the effect that the County Board added an arbitrary fifteen per cent. for contingencies and other items, and that they then made a further addition of twenty per cent.

There is nothing in the evidence to show what the Board did upon these items, unless the testimony of counsel and members of the Board taken upon the rule to take testimony shall be held to show that the twenty per cent. was added to the Rand and Brackenridge depreciated valuation. This point has been previously fully discussed.

As to the fifteen per cent. for contingencies, it appears in the testimony that in making up their valuations the witnesses, after making their calculations of specific things that they could see and figure upon, made an addition of fifteen per cent. to cover contingencies, engineers, superintendence, omissions, administration, insurance, and other incidentals.

This is the common method of estimating upon property of this kind. The engineers figure upon everything they can think of, but human experience has taught them that when they get to the actual construction of the work a great many items of expense have to be incurred which could not be foreseen, or could not be calculated. Appraisers, therefore, have adopted the custom of adding a percentage to their calculations to cover contingencies. There is no evidence as to what the Board did with reference to this matter in its final judgment, but we submit that if they used the fifteen per cent. it was a proper exercise of discretion in arriving at this valuation.

POINT XI.

REASONS EIGHTEEN, NINETEEN, TWENTY, TWENTY-ONE, TWENTY-TWO, THIRTY-FOUR AND THIRTY-FIVE ANSWERED.

These reasons are, in effect, that the value of the land on which the power plant is situated and the power plant buildings had been assessed twice: That the valuations of the land and buildings and car barn buildings was increased without evidence being submitted, and that the tracks in the car barns were assessed twice.

The evidence will show that in both the Johnson schedules and the Rand and Brackenridge schedules there were definite valuations of each of these items, and that they were not assessed twice. But if any mistake was made by the witnesses in this respect there is no evidence that this mistake was also made by the County Board. On page 46 is the judgment of the Board divided into items.

POINT XII.

TWENTY-THIRD REASON ANSWERED.

This reason is that there is no evidence of the value of the property of the prosecutor as of May 20, 1915. The testimony of the witnesses included that of Mr. Johnson, President of the Company, showing the valuation of the property in 1910, the addition of over $800,000 in replacements and betterments up to the summer of 1915, and a valuation in September of that year of over $3,400,000. The Rand and Brackenridge inspection of the property took place in August, 1915.

We submit that in considering property of this character which was known to members of the Board, who were citizens of Trenton, to have been in continuous operation and not to have changed its essential character

in a few months, evidence of its condition in August is sufficient proof that it was substantially in the same condition a month or two before.

POINT XIII.

Twenty-fourth Reason Answered.

This reason is that the evidence relied upon by the Board was of the value of the property for rate-making purposes, which included elements not properly to be considered for taxing purposes, such as franchise, going concern value, etc.

There is nothing to support this reason in the record. Nobody testified to franchise or other intangible value, but Messrs. Johnson, Rand and Brackenridge each testified as to the cost of replacing the physical property and as to the extent to which it was depreciated, and this evidence furnished the basis for the Board's findings.

POINT XIV.

Twenty-fifth, Twenty-sixth, Twenty-seventh and Twenty-eighth Reasons Answered.

These reasons are to the effect that certain property was valued without any evidence to support the same. There is nothing in the record to support these reasons, as elaborate testimony was given as to replacement cost and the depreciation of all of the properties mentioned in these reasons.

POINT XV.

Twenty-ninth, Thirty-first, Thirty-second and Thirty-third Answered.

These reasons are to the effect that in making the valuations of the overhead construction in each of the taxing districts outside of the city, a total was arrived

at which was divided on a mileage basis, irrespective of the actual value of the tracks and overhead construction in each of such districts, and that no deduction was made for depreciation. The record contains nothing to substantiate these reasons.

The testimony of Mr. Rand, on page 156, completely answers the allegations for these reasons. He says:

> "*Q.* How did you arrive at the present value of the tracks outside the city?
>
> *A.* I take the present value of the tracks outside of the city. I ascertain the amount and quantity of girder rail outside of the city, the bridges, the culverts, the special work, and I deduct that from the amount of the tracks outside of the city. I then compute the tracks less those things I have named outside the city, and I get $8,843.20 per mile. I take the miles of the traction company in each township and borough multiplied by this rate, and where my records show there is a bridge, special work and girder rails, I add it to that specific township, and the total is the figure I have given you."

There is no evidence in the case to contradict this evidence of Mr. Rand, and we submit that it was a proper method of apportioning the assessment among the townships.

The point as to depreciation in these reasons has been fully covered heretofore in this brief.

We therefore submit that there was abundant evidence in this case from which the County Tax Board could have arrived at a judgment much in excess of the aggregate of the several judgments which they rendered, and that in considering that evidence they spent many hours in discussion of every phase of it, and that they finally arrived at a conclusion as to the true value of the property upon the evidence and the exhibits in the case, and that that valuation is nearly a million and

a half dollars less than the valuation put upon it by the President of the road, and that in arriving at this valuation no legal principle was violated.

Respectfuly submitted,

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